City of Gardner, Massachusetts
Office of the City Council

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CITY CLERK'S OFFICE
GARDNER, MA

CALENDAR FOR THE MEETING
of
MONDAY, OCTOBER 5, 2020
REMOTELY*
7:30 P.M.

ORDER OF BUSINESS

I. CALL TO ORDER

II. CALL OF THE ROLL OF COUNCILLORS

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS

Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the City Clerk, as they become part of the Meeting Minutes.

VI. READING OF MINUTES OF PRIOR MEETING(S)

Reading and Approval of the Minutes of the September 21, 2020 Regular Meeting.

VII. PUBLIC HEARINGS

VIII. COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

10336–A Measure Confirming the Mayor's Appointment of Kristen Salerno to the position of Senior Animal Control Officer for term expiring September 25, 2021 *(Finance Committee).*

10337–A Measure Confirming the Mayor's Appointment of Cheryl Slack to the position of Animal Control Officer for term expiring September 25, 2021 *(Finance Committee).*

ORDERS

10338–An Order Appropriating $8,000.00 from Free Cash to City Misc. Capital Project – Land Purchase Expense *(Finance Committee).*

10339–An Order Appropriating $36,000.00 from Free Cash to Animal Control Department New Vehicles Expense *(Finance Committee).*

IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

10340–An Order Relative to the November 3, 2020 State Election *(Finance Committee).*

IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

10341 – A Measure Authorizing a Purchase and Sale Agreement between the City of Gardner and Massachusetts Electric Company for a parcel of land located on Pearl Street *(Finance Committee).*

10342 – A Measure Declaring Surplus for Purpose of Disposition a parcel of land off Woodland Avenue (Parcel R27-2-8B) *(Finance Committee).*

10343 – A Measure Authorizing the Mayor to lift the Deed Restrictions to land deeded to Henry Heywood Hospital recorded on March 26, 1998 *(Finance Committee).*

X. REPORTS OF STANDING COMMITTEES

PUBLIC SERVICE COMMITTEE

10327 – An Ordinance to Amend the Code of the City of Gardner by adding a New Chapter 565, to be Entitled "Stormwater Management." *(Calendar #10328 "Illicit Connections and Discharges to the Storm Drain System" consolidated with #10327) (In City Council and Referred to Public Service Committee, 9/8/2020).*

PUBLIC SAFETY COMMITTEE

10331 – A Communication from the Traffic Commission relative to Nutting Street Parking *(In City Council and Referred to Public Safety Committee, 9/8/2020).*

PUBLIC WELFARE COMMITTEE

10305 – A Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1 *(In City Council and Referred to Public Welfare Committee, 8/3/2020).*

FINANCE COMMITTEE

10326 – An Order Appropriating $75,000.00 from Free Cash to Pool Filtration System *(In City Council and Referred to Finance, 9/8/2020).*

XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

10305 – A Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1 *(In City Council and Referred to Planning Board for Recommendation, 8/3/2020; Planning Board Recommendation Received, 9/8/2020; Joint Public Hearing 10/5/2020).*

XII. NEW BUSINESS

XIII. CLOSING PRAYER

XIV. ADJOURNMENT

Items listed on the Council Calendar are those reasonably anticipated by the Council President to be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §20, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Gardner City Council will be conducted via remote participation and broadcast live on* ***Gardner Educational Television, Channel 8**, and on the* ***City's YouTube Channel.*** *The audio or video recording, transcript, or other comprehensive record of proceedings will be posted on the City's website as soon as possible after the meeting.*

CITY OF GARDNER IN CITY COUNCIL

REGULAR MEETING OF SEPTEMBER 21, 2020

Regular Meeting of the City Council was held remotely on Monday evening, September 21, 2020.

CALL TO ORDER

Council President Elizabeth Kazinskas called the meeting to order at 7:30 o'clock p.m.

CALL OF THE ROLL

City Clerk Alan Agnelli called the Roll of Members. Eleven (11) Councillors were present including President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh.

OPENING PRAYER

President Kazinskas led the Council in reciting the Opening Prayer.

PLEDGE OF ALLEGIANCE

President Kazinskas led the Council in reciting the "Pledge of Allegiance".

OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT

President Kazinskas announced that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §20, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Gardner City Council will be conducted via remote participation and broadcast live on Gardner Educational Television, Channel 8, and on the City's YouTube Channel. The audio or video recording, transcript, or other comprehensive record of proceedings will be posted on the City's website as soon as possible after the meeting. She added that since the meeting is being conducted via **Zoom**, that all votes taken would be by roll call and asked Councillors to raise their hands to be recognized.

READING & ACCEPTANCE OF MINUTES

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to waive reading and to accept the Minutes of the September 8, 2020 Regular Meeting, as printed.

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COMMUNICATIONS FROM THE MAYOR

ORDERS

#10333

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the Committee voted favorably to recommend the Order. He said that the Loan would pay to paint and make repairs to the elevated water storage tank off Route 140 and that the hope is to pay off the loan within 5 to 7 years. He added that the cost has been factored into the existing water rates.

Councillor Graves informed the Council that he believes that the DPW Director said that the [Water] Enterprise Fund would cover the costs and that what isn't expended from the Loan could be used for another purpose.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on recommendation of the Finance Committee, it was voted on call of the roll, eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to adopt the following Order:

> ORDERED: That the City of Gardner appropriates the sum of Two Hundred Fifty Thousand Dollars ($250,000) to pay costs of repairing and repainting the elevated water storage tank located off of Route 140, including the payment of all costs incidental and related thereto; that to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. c. 44, §8(7A), or any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

#10334

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the Committee voted favorably to recommend the Order and that there is a sole provider for the pall filters. He added that the filters have a life expectancy of 10 years and that the existing filters were replaced 12 years ago.

UNACCEPTED/UNCORRECTED PROOF

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on recommendation of the Finance Committee, it was voted on call of the roll, eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to adopt the following Order:

> ORDERED: That the City of Gardner appropriates the sum of Four Hundred Fifty Thousand Dollars ($450,000) to pay costs of replacing the Pall filters at the Crystal Lake Water Treatment Facility, including the payment of all costs incidental and related thereto; that to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. c. 44, §8(7A), or any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

#10335

Reporting for the Finance Committee, Councillor James Walsh informed the Council that the Committee voted favorably to recommend the Order. He said that the Easement is located along the egress to Gardner High School and that the prior Easement is to be abandoned. He added that the Easement was reviewed by the Law Department.

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on recommendation of the Finance Committee, it was voted on call of the roll, eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to adopt the following Measure:

GRANT OF EASEMENT

> **CITY OF GARDNER,** a municipal corporation having a mailing address of 95 Pleasant Street, Gardner, Massachusetts 01440, (hereinafter referred to as the Grantor), for consideration of One ($1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles and one (1) anchor, (which may be erected at different times) with

UNACCEPTED/UNCORRECTED PROOF

wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Gardner, Worcester South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated off the easterly side of Blanchard Street, being more particularly shown as "PARCEL 2" shown on a Plan of Land recorded with the Worcester South County Registry of Deeds in Plan Book 399, Plan 67.

Said "OVERHEAD SYSTEM" is to be installed on Grantor's property, which is located off the easterly side of Blanchard Street, to consist of Pole p9-5, Pole p9-42, Pole P9-41, Pole p9-4 and an anchor to be affixed to Pole p9.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "Exhibit "A" Not Drawn To Scale; The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.; Easement Sketch For New Poles, Anchors & Overhead Wires At 200 Catherine St, Gardner, Ma (Gardner High School); Date: 05/21/2020; Designer: S.W. Soucy; Work Req# 28733033; national**grid**," a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the

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surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

For Grantor's title, see an Order of Taking by the City of Gardner dated June 4, 1974, recorded with the Worcester South District Registry of Deeds Book 5534, Page 255.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

REPORTS OF STANDING COMMITTEES

PUBLIC SERVICE COMMITTEE

#10327

There being no objections, the Public Service Committee was granted more time to report on *An Ordinance Relative to Stormwater and Erosion Control.*

#10328

There being no objections, the Public Service Committee was granted more time to report on *An Ordinance Relative to Illicit Connections and Discharges to the Storm Drain System.*

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PUBLIC SAFETY COMMITTEE

#10331

There being no objections, the Public Safety Committee was granted more time to report on *A Communication from the Traffic Commission relative to Nutting Street Parking*.

PUBLIC WELFARE COMMITTEE

#10305

There being no objections, the Public Welfare Committee was granted more time to report on *A Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1.* A joint Public Hearing with the Planning Board is scheduled for October 5, 2020 at 6:00 p.m.

FINANCE COMMITTEE

#10326

There being no objections, the Finance Committee was granted more time to report on the following Order:

> AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO POOL FILTRATION SYSTEM ACCOUNT.
>
> ORDER: That there be and is hereby appropriated the sum of Seventy-Five Thousand Dollars and No Cents ($75,000.00) from Free Cash to the Pool Filtration System Account.

#10329

Reporting for the Finance Committee, Councillor James Walsh informed the Council that Heywood Hospital is committed to paying all legal and related costs associated with the two legal matters (including #10330).

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on recommendation of the Finance Committee, it was voted on call of the roll, eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to adopt the following Measure:

EIGHTH AMENDMENT TO LEASE

> THIS EIGHTH AMENDMENT TO LEASE made this _____ day of _____, 2020, by and between the CITY OF GARDNER, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor and as successor to the rights, privileges, duties and liabilities of the CITY OF GARDNER'S former Public Works Board and its Director of Public Works (the "City" or "Lessor") and HENRY HEYWOOD MEMORIAL HOSPITAL, a charitable corporation organized under the laws of the Commonwealth of Massachusetts and having a principal office at 242 Green Street, Gardner, Massachusetts 01440 (the "Hospital" or "Lessee").

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Recitals

WHEREAS the City is the Lessor and the Hospital is the Lessee of a certain parcel of land situated on the westerly side of Green Street in Gardner, as further described in a Lease Agreement dated April 9, 1968, and recorded in Worcester District Registry of Deeds, Book 4869, Page 185, (the "Lease"), as amended by: 1) an agreement dated October 21, 1980, recorded in said Registry in Book 7135, Page 310 (First Amendment to Lease), 2) an amendment dated December 2, 1980, recorded in said Registry in Book 7135, Page 314 (Second Amendment to Lease), 3) by an agreement dated January, 1986, also called an amendment and certified by the city clerk as being signed January 21, 1986 (Third Amendment to Lease, unrecorded), 4) by an amendment entitled "Amendment to Lease Agreement," endorsed by the Mayor on January 26, 1998 (Fourth Amendment to Lease, unrecorded; see Deed also signed by the Mayor on January 26, 1998, recorded in said Registry in Book 19750, Page 159), 5) by amendment entitled "Second Amendment," dated May 11, 2000, recorded in said Registry in Book 22705, Page 320 (Fifth Amendment to Lease), 6) by amendment entitled "Third Amendment to Lease," dated July 25, 2016, recorded in said Registry in Book 55817, Page 392 (Sixth Amendment to Lease), and by 7) amendment entitled "Fourth Amendment to Lease," dated September 14, 2017, and recorded in said Registry in Book 57862, Page 98 (Seventh Amendment to Lease);

WHEREAS, in 1997, the City and the Hospital negotiated the sale of certain land by the City to the Hospital, including Parcel Two leased to the Hospital under the Lease, and the release of a portion of the Hospital's leasehold in Parcel One;

WHEREAS, on October 14, 1997, the Hospital's Board of Trustees resolved to pay the City Twenty-Four Thousand Five Hundred ($24,500) Dollars for the purchase of said property and to release the Hospital's leasehold in approximately 5.86 acres of said Parcel One;

WHEREAS, the Amendment to Lease Agreement endorsed on January 26, 1998 (Fourth Amendment to Lease), specifically reduced the area being leased by the Hospital to a parcel containing 2.16 acres, more or less;

WHEREAS, the City did convey said property to the Hospital by a Deed signed by the Mayor on January 26, 1998 (the same day the Fourth Amendment was endorsed), and recorded in said Registry in Book 19750, Page 159;

WHEREAS, in 2007, the City's Planning Board granted the Hospital a Special Permit dated October 9, 2007, to expand the Hospital's parking facilities, said permit being recorded in said Registry in Book 42418, Page 1;

WHEREAS, the Hospital did thereafter expand its parking facilities to an area that exceeds the 2.16 acres leased by the City to the Hospital as part of the 1997 negotiations, as commemorated in the Deed and the Fourth Amendment; and

WHEREAS the Parties now desire to resolve this pretermission;

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NOW THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which the Parties affirm, the City and Hospital agree as follows:

Article 1 of the Lease Agreement dated April 9, 1968 be amended to read as follows:

The Lessor leases to the Lessee the premises in the City of Gardner, County of Worcester, Commonwealth of Massachusetts, described as follows:

A certain parcel of land situated in the City of Gardner, County of Worcester, Commonwealth of Massachusetts bounded and described as follows:

BEGINNING at a point on the westerly sideline of Green Street at the northeasterly corner of land now or formerly of Henry Heywood Memorial Hospital;

THENCE S69°06'14"W by land of said Henry Heywood Memorial Hospital one hundred eighty and 09/100 (180.09') feet to a point;

THENCE Northerly over land of the City of Gardner along a curve concave to the east having a radius of eight hundred twelve and 50/100 (812.50') feet, an arc length of three hundred sixteen and 37/100 (316.37') feet to a point;

THENCE N03°01'05"E over land of the City of Gardner two hundred twenty six and 86/100 (226.86') feet to a point;

THENCE northerly over land of the City of Gardner along a curve concave to the west having a radius of one thousand seven hundred eighty-seven and 50/100 (1,787.50') feet, an arc length of two hundred thirty-eight and 84/100 (238.84') feet to a point;

THENCE N85°21'45"E over land of the City of Gardner one hundred eighty and 00/100 (180.00') feet to a Worcester County highway bound on the westerly sideline of Green Street;

THENCE Southerly by the westerly sideline of Green Street along a curve concave to the west having a radius of one thousand nine hundred sixty-seven and 50/100 (1,967.50') feet, an arc length of two hundred sixty-two and 89/100 (262.89') feet to a Worcester County highway bound;

THENCE S03°01'05"W by the westerly sideline of Green Street two hundred twenty six and 86/100 (226.86') feet to a point;

THENCE southeasterly by the westerly sideline of Green Street along a curve concave to the east having a radius of six hundred thirty-two and 50/100 (632.50') feet, an arc length of two hundred forty-one and 24/100 (241.24') feet to the point of beginning.

CONTAINING 3.13 Acres.

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The remaining land in PARCEL ONE, as previously described in Article 1 of the April 9, 1968 Agreement, is released by the Lessee to the full ownership and control of the City of Gardner (Lessor).

This description of the leased area set forth herein shall be binding on the parties notwithstanding any prior revisions, agreements, or amendments to the Lease.

All other terms of the original Lease agreement, as amended from time to time, shall remain in full force and effect until the end of the original lease term, which remains April 8, 2067.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

#10330

On a motion by Councillor James Walsh and seconded by Councillor Judy Mack, it was voted on call of the roll, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Judy Mack, George Tyros, and James Walsh; one (1) nay, Councillor Scott Joseph Graves, to adopt the following Measure:

EASEMENT RELOCATION AGREEMENT

THIS EASEMENT RELOCATION AGREEMENT (this "Agreement") is made as of the ___day of _____, 2020, by and between MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation, having an office at 40 Sylvan Road, Waltham, MA 02451 ("MEC"), and the CITY OF GARDNER, a municipal corporation with an address c/o City Hall, 95 Pleasant Street, Gardner, MA 01440 (the "City").

RECITALS:

WHEREAS, MEC is the owner of certain perpetual rights and easements for transmission line purposes over, across and upon certain lands in the City of Gardner, Worcester County, Massachusetts, being more particularly described in that certain easement from the City of Gardner dated October 2, 1973 and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 5396, Page 226, and shown on that plan recorded with the Registry in Plan Book 389 as Plan 38 (the "Existing MEC Easement");

WHEREAS, the City is the owner of a certain parcel of land in the City of Gardner, Worcester County, Massachusetts, more particularly described in that certain deed from Heywood Farm, Inc., to the City dated July 29,1937 and recorded with the Registry in Book 2701, Page 9 (the "Property"), which is subject, in part, to the Existing MEC Easement;

WHEREAS, the City leases a certain portion of the Property to Henry Heywood Memorial Hospital ("HHH");

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WHEREAS, HHH constructed a solar carport on the Property (the "Project"), portions of which Project are located within and materially interfere with the Existing MEC Easement;

WHEREAS, to resolve the interference with the Existing MEC Easement caused by the Project, MEC has agreed to relocate a portion of the Existing MEC Easement to another location on the Property, which relocation shall include the following (hereinafter collectively the "Easement Relocation"): (a) the grant by the City of a permanent 30' wide easement on the Property, free and clear of all encumbrances having priority over the easement, in the form attached hereto as Exhibit A and made a part hereof (hereinafter the "New Easement") for those locations shown as "PROPOSED 30' WIDE MASSACHUSETTS ELECTRIC COMPANY EASEMENT AREA "B" = 11,881 S.F." and "AREA "A" = 5,932 S.F." on that plan (the "Easement Relocation Plan") entitled: "EASEMENT PLAN OF LAND IN GARDNER, MASSACHUSETTS; SCALE 1" = 40'; DATE: MAR. 15, 2019," prepared by Hannigan Engineering, Inc. of Leominster, MA, a reduced copy of which Easement Relocation Plan is attached hereto as Exhibit B and made a part hereof, and which Easement Relocation Plan shall be recorded with the Registry on or before the recording of the New Easement; (b) delivery to MEC of any Authority Documents (both as hereinafter defined) in connection with said New Easement; and (c) upon the recording of the New Easement, Easement Relocation Plan and Authority Documents (collectively, the "Easement Relocation Documents"), MEC shall deliver a partial release of the Existing MEC Easement whereby MEC will release a portion of its right, title and interest in and to the Existing MEC Easement from that location shown shaded on the Easement Relocation Plan and labeled as "APPROXIMATE LOCATION OF 30' WIDE MASSACHUSETTS ELECTRJC COMPANY EASEMENT BK. 5396-226 PL. BK. 389-38 SEE ALSO BK. 5396-228 (TO BE EXTINGUISHED)" (the "Partial Release");

WHEREAS, in consideration for MEC's agreement to the Easement Relocation, the City of Gardner has agreed to pay to MEC the costs associated therewith, including, any and all costs associated with the development of Easement Relocation Plan and any and all recording fees; (the "Costs") and

WHEREAS, the parties have reached an agreement as to the terms and conditions under which MEC is willing to undertake the Easement Relocation, and they desire to hereby document their agreement as to such.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

SECTION I - RELOCATION AGREEMENT

1.1 Subject to the term and conditions set forth in this Agreement, the City hereby agrees to execute and deliver the Easement Relocation Documents to MEC within thirty (30) days following the execution of this Easement Relocation Agreement. Upon receipt and recordation of the Easement Relocation Documents and payment of the Estimate, MEC shall record the Partial Release in the form attached hereto as Exhibit C and made a part hereof.

UNACCEPTED/UNCORRECTED PROOF

SECTION 2 - COSTS AND EXPENSES; PAYMENT

2.1 The City shall be solely responsible for, and hereby agrees to pay the entire cost of, the Easement Relocation including, without limitation, general and administrative costs; the costs to prepare the Easement Relocation Plan; recording fees, and expenses as set forth in this Agreement.

2.2 MEC estimates that the total cost of the work done by MEC hereunder is equal to One Thousand Six Hundred and Fifty Dollars ($1,650.00) (the "Estimate"), and the City hereby acknowledges receipt of this Estimate. The City hereby acknowledges that (a) the Estimate is only a good faith estimate of the total costs that MEC will incur in connection with the Easement Relocation as of the date of the Estimate; (b) that the Estimate may not include all categories of expenses associated with the Easement Relocation; and (c) that the City is responsible for all categories of expenses associated with the Easement Relocation, regardless of whether such categories of expenses are included in the Estimate. Notwithstanding the foregoing, at this time, MEC does not anticipate the total costs to substantially exceed the Estimate. It is agreed and understood that the City's total financial responsibility for the Costs of this Easement Relocation Plan shall not exceed Two Thousand Five Hundred ($2,500.00) Dollars.

2.3 Immediately upon the City's execution and delivery of these presents to MEC, the City shall deliver to MEC the following: (a) a certified check in an amount equal to the Estimate (the "Estimate Payment"). Upon the recording of all of the Easement Relocation Documents and the Partial Release, the City shall pay, on demand, any and all direct and indirect costs and expenses incurred by MEC in connection with the Easement Relocation to the extent said costs and expenses exceed the Estimate Payment, up to Two Thousand Five Hundred ($2,500.00) Dollars.

SECTION 3 - CONDITIONS TO MEC'S OBLIGATIONS

3.1 MEC's obligations under this Agreement to deliver the Partial Release to the City are expressly contingent upon (a) the prompt payment to MEC by the City of any and all amounts required to be paid hereunder; (b) the execution, delivery, and recording of the New Easement and the Easement Relocation Plan; (c) MEC shall have received from the City, at the City's sole cost and expense, good, clear, record and marketable title to the New Easement, free and clear of all liens and encumbrances having priority over the New Easement; (d) receipt by MEC of all votes and authority documents ("Authority Documents") evidencing the City's and, (e) the City's compliance with all of the other terms and conditions of this Agreement.

SECTION 4 - PARTIAL RELEASE OF EASEMENT RIGHTS

4.1 Until such time as a Partial Release has been executed by MEC and recorded with the Registry, nothing in this Agreement shall be deemed or construed as an abandonment or release of any of the rights and easements of MEC, and MEC specifically reserves said rights and

UNACCEPTED/UNCORRECTED PROOF

easements, including without limitation the rights to clear and keep cleared the Existing MEC Easement of all vegetation and structures that may interfere with its easement, to pass and repass with vehicles and equipment, to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any power lines, structures, guys, anchors or other facilities to meet the needs of its business, to construct towers, poles and lines of higher voltage thereon, and to relocate existing and/or future transmission structures, towers, poles and lines, at MEC's cost and expense.

4.2 MEC shall have no obligation to execute and deliver a Partial Release of Easement for portions of the Existing MEC Easement until the conditions set forth in Section 3 hereof have been satisfied.

SECTION 5 - DEFAULT

5.1 In the event the City shall at any time fail to make any payment due hereunder to MEC or fail to observe or perform any of the other covenants and agreements required to be performed and observed by the City and such default shall continue for a period of thirty (30) days for monetary obligations (for which no notice shall be necessary) or for a period of thirty (30) days after written notice to the City (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, the City has not commenced to cure the same within said thirty (30) day period and diligently prosecuted the same to completion) and the City shall not cure such default, then subject to the provisions of this Section 5, MEC shall be entitled, at its election, to bring suit for the collection of such payments or other amounts for which the City may be in default, for the performance of any other City covenant or agreement hereunder, including specific performance, and for any damages incurred by MEC, all without terminating this Agreement. MEC shall also be entitled, at its election, to terminate this Agreement. In the event MEC terminates this Agreement, all obligations of MEC shall cease and terminate (except those that expressly survive the termination of this Agreement), except that MEC may sue for and collect all direct and related indirect costs of the Easement Relocation not previously paid by the City and other amounts due as a result of the City's default and all damages to MEC by reason of any such breach.

5.2 In the event that MEC fails to record the Partial Release within thirty (30) days following the recordation of the Easement Relocation Documents, the City shall be entitled to bring suit for specific performance of the recordation of the Partial Release.

SECTION 6-MISCELLANEOUS

6.1 This Agreement shall not be assignable, in whole or in part, by the City to any other person or entity, and any such assignment in violation of this provision shall be null and void. It is agreed and understood that the City may be reimbursed and/or indemnified by HHH to the full extent of the Costs and liabilities under this Agreement and that such reimbursement and/or indemnification shall not be interpreted as a violation of this Section 6.1 of this Agreement.

UNACCEPTED/UNCORRECTED PROOF

6.2 This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

6.3 The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and/or assigns of the parties hereto.

6.4 All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

6.5 This Agreement, including the Exhibits, easements, documents, agreements, certificates and instruments referred to herein, embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject of this Agreement.

6.6 The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

6.7 Subject to the terms and conditions of this Agreement, each of the parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, rules and regulations to complete and make effective the Easement Relocation pursuant to this Agreement. From time to time after the date hereof, without further consideration but subject to the terms and conditions of this Agreement, the City will, at its own expense, execute and deliver such documents to MEC as MEC may reasonably request in order more effectively to complete the Easement Relocation. From time to time after the date hereof, without further consideration but subject to the terms and conditions of this Agreement, MEC will, at the City's sole cost and expense, execute and deliver such documents to the City as the City may reasonably request in order more effectively to complete the Project.

6.8 Each of the parties hereto hereby represents and warrants to the other party hereto that (a) such party has the power and authority to execute, deliver and perform its respective obligations under this Agreement, and (b) the person(s) executing and delivering this Agreement on behalf of such party are duly authorized to so execute and deliver this Agreement. The City hereby represents and warrants to MEC that the City is the record owner of the Property.

6.9 The City hereby acknowledges that MEC would not undertake the Easement Relocation but for the following, as set forth in this Agreement: (a) the City's agreement to pay for all of the direct and related indirect costs incurred by MEC in connection with the Easement Relocation; and (b) the City's agreement to obtain the Easement Relocation Documents.

UNACCEPTED/UNCORRECTED PROOF

6.10 This Agreement shall automatically terminate, be of no further force and effect and without recourse to either party except for those provisions contained herein that expressly survive the termination of this Agreement upon the earlier of (a) completion of the Easement Relocation; or (b) December 31, 2021 The City understands and agrees that, regardless of whether this Agreement is terminated for any reason, including without limitation the City's default hereunder, the City shall be solely responsible and liable for and hereby agrees to pay the entire Cost of the Easement Relocation Plan, not to exceed Two Thousand Five Hundred ($2,500.00) Dollars.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

GRANT OF EASEMENT

THE CITY OF GARDNER, a municipal corporation with an address c/o City Hall, 95 Pleasant Street, Gardner, MA 01440, acting by and through its Department of Public Works (the "Grantor"), for and in consideration of One Dollar ($1.00) and other valuable consideration paid, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with an address of 40 Sylvan Road, Waltham, Massachusetts 02451 (the "Grantee"), with Quitclaim Covenants, the perpetual right and easement to construct, reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence, by any means, whether now existing or hereafter devised a single line of poles (any of which may be erected and/or constructed at the same or different times) with wires and cables strung upon and from the same, together with all guy wires, foundations, anchors, antennae, braces, fittings, buried ground wires and any other equipment or appurtenances reasonably required (collectively hereinafter referred to as the "Facilities"), including without limitation such footbridges, causeways, and ways of access, if any, as may be necessary for the convenient construction, reconstruction, installation, repair, replacement, maintenance, operation, use, inspection and patrolling of said Facilities over, under, through, across and upon a strip of land located on the Grantor's Land (as hereinafter defined) in Gardner, Worcester County, Massachusetts, approximately thirty (30') feet in width, and shown as "PROPOSED 30' WIDE MASSACHUSETTS ELECTRIC COMPANY EASEMENT AREA "B" = 11,881 S.F." and "AREA "A" = 5,932 S.F." (collectively, the "Easement Area") on that plan entitled: "EASEMENT PLAN OF LAND IN GARDNER, MASSACHUSETTS; SCALE 1" = 40'; DATE: MAR. 15, 2019" prepared by Hannigan Engineering, Inc. of Leominster, MA, to be recorded with the Registry (as hereinafter defined), and a reduced copy of which Plan is attached hereto as Exhibit A.

As used herein, the "Grantor's Land" is described in that deed from Heywood Farm, Inc., to the Grantor dated July 29, 1937 and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 2701, Page 9.

Also the perpetual right and easement from time to time, without further payment therefor, to clear and keep cleared by physical, chemical or other means, the Easement Area of trees, underbrush and above and below ground buildings, structures or objects (the first clearing may

UNACCEPTED UNCORRECTED PROOF

be for less than the full width and may be widened from time to time to the full width) provided, however, that when chemical means of clearing are to be used, the Grantee will use only such chemicals as are approved in writing by the Public Works Board or the Director of Public Works of the City of Gardner; the perpetual exclusive right and easement to renew, replace, remove, add to, modify and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the locations thereof within the Easement Area; the perpetual right and easement to pass and repass on foot and with vehicles and equipment along the Easement Area to and from the adjoining lands and to pass and repass over the Grantor's Land to and from the Easement Area as reasonably required; and the right and easement to excavate, remove soils from, fill, and/or change the grade of the Easement Areas as is reasonable, necessary and proper in connection with the exercise of the foregoing rights and easements.

The Grantor for itself, its successors and assigns, hereby covenants and agrees with the Grantee, its successors and assigns, that (i) no acts will be permitted within the Easement Area which are inconsistent with the rights and easements hereby granted; (ii) no permanent or temporary buildings or structures, or replacements thereof or additions thereto, or obstructions will be erected or constructed above or below grade within the Easement Area; (iii) Grantor shall not excavate or fill or otherwise change or alter the present grade or ground level of the Easement Area; and (iv) Grantor shall have no right to change the location of or modify the dimensions of the Easement Area in any way or otherwise amend, supplement, change or modify this Grant of Easement, without the prior written consent of the Grantee.

It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns and that the Grantee, its successors and assigns shall pay all taxes assessed thereon.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to construct, reconstruct, install, repair, maintain, operate, use, inspect, patrol, renew, replace, add to, and otherwise change, for the transmission and distribution of high and low voltage electric energy and the transmission of intelligence, the Facilities over, under, through, across, within, and upon the Easement Area, and the Grantor hereby agrees to execute, acknowledge, and deliver to the Grantee, its successors and assigns, such further deeds or instruments as may be necessary to secure to them the rights and easements intended to be herein granted.

This easement is a commercial easement in gross for the benefit of Grantee, its successors and assigns, and the parties agree that these provisions shall run with the Grantor's Land and shall inure to the benefit of and bind the respective heirs, legal representatives, successors and assigns of the parties hereto. It is the intention of the parties that the rights and easements granted herein shall be fully apportionable and fully assignable or transferable, all or in part, and in all respects, by the Grantee, its successors and assigns.

Presented to the Mayor for Approval – September 22, 2020
Approved – September 22, 2020
MICHAEL J. NICHOLSON, Mayor

UNACCEPTED/UNCORRECTED PROOF

PARTIAL RELEASE OF EASEMENT

WHEREAS, **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation (hereinafter "MEC") with a place of business at 40 Sylvan Road, Massachusetts, is the owner of certain rights and easements over land located in the City of Gardner, Worcester County, Massachusetts, acquired under that certain easement deed from the City of Gardner to MEC dated October 2, 1973 and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 5396, Page 226, and shown on that plan recorded with the Registry in Plan Book 389 as Plan 38 (hereinafter the "Easement");

WHEREAS, the **CITY OF GARDNER**, a municipal corporation with an address c/o City Hall, 95 Pleasant Street, Gardner, MA 01440 (hereinafter, the "City"), is the owner of that parcel of land in the City of Gardner, Worcester County, Massachusetts, more particularly described in that certain deed from Heywood Farm, Inc., to the City dated July 29, 1937 and recorded with the Registry in Book 2701, Page 9 (hereinafter the "Land"), which Land is subject, in part, to the Easement;

WHEREAS, the City has requested a partial release of the Easement on the Land, and MEC has agreed to such partial release as hereainfter set forth.

NOW THEREFORE, MEC, for consideration of One Dollar ($1.00) and other good and valuable consideration paid, and for the other covenants and agreements described herein, the receipt and sufficiency of which are hereby acknowledged, hereby releases to the City and unto all persons claiming by, through and under the City, that portion of the Easement on the Land shown shaded and labeled as "APPROXIMATE LOCATION OF 30' WIDE MASSACHUSETTS ELECTRIC COMPANY EASEMENT BK. 5396-226 PL. BK. 389-38 SEE ALSO BK. 5396-228 (TO BE EXTINGUISHED)"(the "Released Portion") on a plan (the "Plan") entitled " EASEMENT PLAN OF LAND IN GARDNER, MASSACHUSETTS; SCALE 1" = 40'; DATE: MAR. 15, 2019," prepared by Hannigan Engineering, Inc., of Leominster, MA. Said Plan is recorded with the Registry in Plan Book_____, Plan__.

It is the intention of MEC and the City that this instrument constitutes only a partial release of the Released Portion of the Easement located on the Land. For the avoidance of doubt, pursuant to this Partial Release, MEC hereby releases only the Released Portion of the Easement located on the Land; no other portions of the Easement on the Land or other title and interest in and to said other portions of the Easement are affected or released hereby. MEC further reserves for itself and its successors and assigns all remaining portions of the Easement not specifically described on Exhibit A attached hereto and made a part hereof and all other title and interest in and to said remaining portions of the Easement. In addition, to the extent that MEC or its predecessors in title may have acquired other rights and easements affecting the Land by or under any other deeds or instruments of record, this Partial Release of Easement shall also in no way affect or impair any such other rights and easements.

UNACCEPTED/UNCORRECTED PROOF

UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

#10305

A joint Public Hearing with the Planning Board is scheduled for October 5, 2020 at 6:00 p.m. on A Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1.

NEW BUSINESS

Councillor James Walsh commented on the upcoming public hearing concerning the proposed development off Parker Street, informing the project's representatives that he will have questions such as financing sources, tax credits, and whether the units will be market rate or low income.

CLOSING PRAYER

President Kazinskas led the Council in the Closing Prayer.

ADJOURNMENT

On a motion by Councillor Nathan Boudreau and seconded by Councillor Craig Cormier, on call of the roll, it was voted eleven (11) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Scott Joseph Graves, Karen Hardern, Judy Mack, George Tyros, and James Walsh, to adjourn at 7:52 p.m.

Accepted by the City Council:

UNACCEPTED/UNCORRECTED PROOF

10336

RECEIVED
2020 SEP 25 PM 12:02
CITY CLERK'S OFFICE
GARDNER, MA

September 25, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

I appoint ***Kristen Salerno*** *to the position of* ***Senior Animal Control Officer,*** *and I certify*
247 Sanders Street, Athol, MA
that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

_____ *Mayor*
Michael J. Nicholson

Confirmed by City Council_____

_____City Clerk
Alan L. Agnelli

Expires: September 25, 2021

*Worcester, ss.,*_____

Then personally appeared the above named **Kristen Salerno** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Senior Animal Control Officer** *according to law and the best of his/her abilities.*

Before me,

_____*City Clerk*

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

10337

RECEIVED
2020 SEP 25 PM 12:02
CITY CLERK'S OFFICE
GARDNER, MA

September 25, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

I appoint ***Cheryl Slack*** *to the position of* ***Animal Control Officer,*** *and I certify*
25 Westford Street, Gardner, MA
that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

_____ *Mayor*
Michael J. Nicholson

Confirmed by City Council_____

_____ City Clerk
Alan L. Agnelli

Expires: September 25, 2021

*Worcester, ss.,*_____

Then personally appeared the above named **Cheryl Slack** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Animal Control Officer** *according to law and the best of his/her abilities.*

Before me,

_____ *City Clerk*

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

CITY of GARDNER

Office of the City Auditor

John Richard, City Auditor
95 Pleasant Street, Room 126
Gardner, MA 01440
Phone: 978-632-1900 ext. 8020 • Fax: 978-630-3778
Email: jrichard@gardner-ma.gov

To: City Council

Re: Money Orders for consideration on September 30, 2020

Listed below are balances in various ledger accounts that pertain to Money Order transfers for your consideration.

These balances are as of September 28, 2020:

			Money Order	Balance
Free Cash	10000-35400			$315,885.93
to Greenwood Pool for Pool Filtration System	16621-55161	$	75,000.00	$240,885.93
to Animal Control Dept for New Vehicles Expense	12290-55090		36,000.00	$204,885.93
to City Misc. Capital Proj for Land Purchase Expense	38140-58651		8,000.00	$196,885.93
				$196,885.93

The Snow & Ice account currently has available $296,417.11
14421-52210

Sincerely

John Richard

John Richard
City Auditor

copies: Mayor
City Clerk

10338

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO CITY MISC. CAPITAL PROJECT FOR LAND PURCHASE EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Eight Thousand Dollars and No Cents ($8,000.00) from Free Cash to the City Misc. Capital Project for Land Purchase Expense Account.

10338

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 SEP 28 AM 11:46
CITY CLERK'S OFFICE
GARDNER, MA

September 28, 2020

The Hon. Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St.
Gardner, MA 01440

RE: Approval of Purchase

Dear President Kazinskas and Councilors,

As you may be aware, for some time now, the City has been in negotiations with National Grid to purchase property off of Pearl Street for the construction of the new school building.

As the negotiations have been completed, I am asking the City Council to approve the purchase of the property and to appropriate the necessary $8,000.00 for the purchase.

A copy of the purchase and sale agreement is attached for informational purposes.

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10338

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 OCT -2 AM 8:28
CITY CLERK'S OFFICE
GARDNER, MA

October 1, 2020

The Hon. Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St.
Gardner, Ma 01440

RE: Item #10338: An Order Appropriating $8,000.00 from Free Cash to City Misc. Capital Project – Land Purchase Expense

Dear President Kazinskas and Councilors,

At the Finance Committee Meeting of September 30th, my office was asked to provide a brief description of the history behind the appropriation request that is listed on the Council Calendar for October 5, 2020.

The initial negotiations with National Grid for this property began in late 2018. It was discovered at this time that this parcel of land had been assessed at a value of $74,800 by the Assessor's Office. Initial proposals from National Grid involved the City paying this amount for the 1.9 acres.

Seeing a disparity in the amount of land, its location, and its price, former Mayor Hawke asked our former City Assessor, Susan Byrne, to re-assess the property. This assessment came back and valued the land at $3,800.00.

After seeing the large delta that existed between its previously assessed value and its current assessed value, National Grid asked that an appraisal be done of the property. The Foster Company was then hired by the City to perform the appraisal of the site and came back with an appraisal of $8,000.00. National Grid then agreed to pay this price.

Attached to this letter are the property record card that shows the current and historical assessments, as well as the appraisal report from The Foster Company.

Aside from this information, I want to take an opportunity to provide the City Council with a brief update as to the status of the new school building. Bids for contracting and construction are currently being received by the City, and we expect a groundbreaking to take place at the end of this month. The School Building Committee has also released a survey to the public for input on the name of the new school building. Residents wishing to participate in this survey can find an electronic copy on the City's website or contact the Superintendent's Office. We anticipate construction on this project beginning by the end of the year.
Thank you for your attention to these matters and please let me know if you require any further information.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

Property Location PEARL ST
Vision ID 6264
Account #
Map ID W27/ 1/ 11/ /
Bldg # 1
Bldg Name
Sec # 1 of 1
Card # 1 of 1
State Use 3900
Print Date 12/19/2019 6:17:07 P

CURRENT OWNER

MASS ELEC CO

C/O PROPERTY TAX DEPT
40 SYLVAN RD
WALTHAM MA 02451-2286

TOPO	UTILITIES	STRT / ROAD	LOCATION

SUPPLEMENTAL DATA

Alt Prcl ID
Sub-Div
Photo
Ward
Prec.

GIS ID M_161226_926089
Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RES LAND	1320	3,800	3,800
	Total	3,800	3,800

316

GARDNER, MA

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
MASS ELEC CO	03320	0188		Q	V	0	00

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2019	3900	74,800	2018	3900	74,800	2017	3900	71,200
	Total	74800		Total	74800		Total	71200

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	3,800
Special Land Value	0
Total Appraised Parcel Value	3,800
Total Appraised Parcel Value	3,800

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

NOTES

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result
04-08-1981					

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj.	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit Pric	Land Value
1	1320	Vacant Land Unb	R2		1.917	AC	4,000.00	1.00000	0	0.50		1.000	narrow strip		1.0000	2,000.00	3,800
				Total Card Land Units	1.917	AC		Parcel Total Land Area:		1.9174						Total Land Value	3,800

Property Location PEARL ST | Map ID W27/ 1/ 11/ / | Bldg Name | State Use 3900
Vision ID 6264 | Account # | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 12/19/2019 6:17:07 P

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade:		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
1320	Vacant Land Unb	100
		0
		0

COST / MARKET VALUATION

RCN	0
Year Built	0
Effective Year Built	0
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	0
Economic Obsol	0
Trend Factor	1
Condition	
Condition %	0
Percent Good	
RCNLD	0
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0	0		0

Property Appraised

VACANT LAND
1.92+/- ACRES
Off Pearl Street
Gardner, Massachusetts

100 Erdman Way, Leominster, Massachusetts 01453-1804
Phone: (978) 534-1350 • Fax: (978) 534-1913
www.thefostercompany.com

Appraisal Report

Property

VACANT LAND
1.92+/- Acres
Off Pearl Street
Gardner, Massachusetts 01440

Owner: Massachusetts Electric Company
c/o Christopher Parella
Senior Real Estate Representative
Right of Way and Survey Engineering
National Grid
40 Sylvan Street
Waltham, MA 02451

Prepared For

Mark P. Hawke
Mayor, City of Gardner
Gardner City Hall
95 Pleasant Street
Gardner, MA 01440

By

Kenneth J. Croft III, Esq.
Foster Appraisal & Consulting Co., Inc.
100 Erdman Way
Leominster, Massachusetts 01453

As Of

November 6, 2019

November 20, 2019

Mark P. Hawke
Mayor, City of Gardner
Gardner City Hall
95 Pleasant Street
Gardner, MA 01440

Re: 1.92+/- Acres, Gardner, MA

Dear Mayor Hawke:

In accordance with your request for an estimate of the market value of the real estate consisting of 1.92+/- acres of land located off Pearl Street, Gardner, Massachusetts, owned by Massachusetts Electric Company, we have examined the property and submit herewith our appraisal.

The following is our appraisal report which describes our method of approach and sets forth a description of the property, together with an analysis of data and the reasoning underlying the conclusions derived in our investigation. The term self-contained report is no longer in effect as of the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice. The level of detail contained within this report is consistent with the type of report formerly labeled as self-contained. We hereby certify that we have no present or future contemplated interest herein, and that our employment in making this appraisal is in no way contingent on the amount of our valuation.

This appraisal report has been prepared for the exclusive benefit of the client and intended user, the City of Gardner. It conforms to State "EOEA Specifications for Analytical Narrative Appraisal Reports" and the Uniform Standards of Professional Appraisal Practice 2018-2019 edition. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his own risk.

After applying the methods and techniques recommended by the Appraisal Institute and after analyzing the data presented herein, it is our opinion that the market value of the subject property herein described as of November 6, 2019, is:

1.92+/- ACRES:
EIGHT THOUSAND DOLLARS - $8,000

This opinion is subject to the assumptions, contingencies and limitations as set forth in the following report.

Very truly yours,
FOSTER APPRAISAL & CONSULTING CO., INC.

Kenneth J. Croft III, Esq.
MA Certified General Appraiser #3579

100 Erdman Way, Leominster, Massachusetts 01453-1804
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CERTIFICATION OF VALUE

OWNER (S): Massachusetts Electric Company

ADDRESS/LOCATION OF PROPERTY: Off Pearl Street
Gardner, Massachusetts

I, KENNETH J. CROFT III, HEREBY CERTIFY THE FOLLOWING: THAT ON NOVEMBER 6 2019, I PERSONALLY MADE A FIELD INSPECTION OF THE PROPERTY HEREIN APPRAISED AND HAVE AFFORDED THE OWNER THE OPPORTUNITY TO ACCOMPANY ME ON THIS INSPECTION; THAT FROM IN 2019 I PERSONALLY MADE A FIELD INSPECTION OF THE COMPARABLE SALES RELIED UPON IN MAKING SAID APPRAISAL;

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions therein set forth;

That I understand that such appraisal may be used in connection with acquisition of the subject property or rights associated therewith by the Commonwealth of Massachusetts or a municipality thereof;

That such appraisal has been made in conformity with appropriate state laws, regulations, policies, specifications and procedures;

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein;

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised;

That I have not revealed the findings and results of such appraisal to anyone other than the client, the City of Gardner, and I will not do so until so authorized by an appropriate representative thereof, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified in a court of law as to such findings; and

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Kenneth J. Croft III made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

- We have performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

THAT MY OPINION OF THE VALUE OF THE SUBJECT PROPERTY WITH 1.92 +/- ACRES, AS OF THE 6th DAY OF NOVEMBER 2019 WAS $8,000, AND THAT THE CONCLUSIONS SET FORTH IN THIS APPRAISAL ARE BASED UPON THE EXERCISE OF MY INDEPENDENT PROFESSIONAL JUDGMENT.

DATE: 11-20-2019 SIGNATURE: _____

PART I — PREFACE

SUMMARY OF FACTS AND CONCLUSIONS

Agency File #	Not Applicable
City/Town:	Gardner, Massachusetts
Owner:	Massachusetts Electric Company
Address:	Off Pearl Street
Type of Property:	Vacant land
Land Area:	1.92+/- Acres
Purchased:	2-27-1951
Price:	Not noted on deed
Grantor:	Gardner Electric Light Company et al
Recorded:	Worcester County Registry of Deeds - Worcester: Book 3320 Page 188
Five-year Sales History:	Prior sale as noted
Assessed Value:	$74,800 Tax Rate: $20.14/M Current Taxes: $1,506.47
Zoning:	Rural Residential
Highest & Best Use:	Interim forestry & recreation
Recent Improvements:	None known
Easements or Restrictions:	None noted on deed
Neighborhood:	Suburban residential
Surrounded by:	Vacant land
Date of Appraisal:	November 6, 2019
Estimate of Market Value:	$8,000

SUBJECT PHOTOGRAPHS

View South
November 6, 2019; Photographed by Kenneth Croft

View North
November 6, 2019; Photographed by Kenneth Croft

Northern End of Subject
November 6, 2019; Photographed by Kenneth Croft

View Toward Southern End of Subject
November 6, 2019; Photographed by Kenneth Croft

STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS

GENERAL LIMITING CONDITIONS

1. This appraisal report (including the cover pages, transmittal letter, and addenda) is prepared exclusively for the sole use and benefit of the client and the intended users listed within this report (the term client as used below shall mean the client and listed intended users). Neither this report nor any of the information contained herein shall be used or relied on by any person or entity other than the client. The appraiser is not responsible for the unauthorized use of this report.
2. This appraisal report is confidential between the Appraiser and the client. Appraisal reports made for governmental clients may become public record under certain circumstances. The Appraiser may be required to submit this appraisal report and associated work files to; a court of law, or for review by licensing authorities in connection with the Appraiser's state licensure, or for review by a professional designation granting entity in connection with a professional designation held by the Appraiser.
3. Any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by Appraiser, constitutes acceptance of, and is subject to, all appraisal statements, limiting conditions and assumptions stated in the appraisal report.
4. The Appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements acceptable to the Appraiser have been previously made therefore.
5. The Appraiser's inspection of the subject property is done as part of the appraisal assignment's scope of work, which is one of the recognized and required steps in the appraisal process, as commonly required by the client. The appraiser is not a qualified home, building or land inspector and makes no representation or warranty about the current or future condition, functionality, quality or adequacy of the subject property, including but not limited to the legal or regulatory compliance, physical, structural and/or mechanical components. The borrower(s)/owner(s)/client(s) should not rely upon any representation or description contained in the appraisal concerning these aspects of the subject property. It is recommended that the borrower(s)/owner(s)/client(s) obtain one or more, as may be appropriate, inspection reports from qualified experts such as a home inspector or other forms of appropriate inspectors who are qualified in the various aspects of real estate.
6. The liability of the Appraiser is limited to the client only and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions.
7. Unless the time frame is shorter under applicable law, any legal action or claim relating to the appraisal or Appraiser's services shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to the client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time frame stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time frame stated in this section shall apply to all noncriminal claims or causes of action of any type.
8. Legal claims or causes of action related to the appraisal are not transferrable or assignable to a third party, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with

regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

9. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the Appraiser, and in any event only with proper written qualification and only in its entirety.
10. Without prior written approval from the Appraiser, the use of this report is limited to the stated purpose and intended use as described within the report. All other uses are expressly prohibited. Reliance on this report by anyone other than the client, or for a purpose not described within the report, is prohibited.
11. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the Appraiser. Nor shall the Appraiser, firm or professional organization of which the Appraiser is a member be identified without written consent of the Appraiser.
12. No environmental impact studies were either requested or made in conjunction with this appraisal, and the Appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
13. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The presence of such substances, such as but not limited to asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The value estimated within the appraisal report is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.
14. The value estimate is predicated on the assumption that there is no such material as cited in the prior clause on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
15. Unless otherwise stated in this report, the Appraiser has not considered possible non-compliance with the requirements of the "ADA" (Americans with Disabilities Act). The Appraiser is not qualified to and has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the ADA requirements, could reveal that the property is not in compliance with one or more of the requirements of the Act, and if so, this fact could have a negative effect upon value.

GENERAL ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the land or improvements that comprise the subject property has been made by the Appraiser and no responsibility is assumed in connection with such matters. Best available public information and information from the client has been relied upon. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the Appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that the property that is the subject of this appraisal is in full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable federal, state, and local building and building use codes, regulations, and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that there is no encroachment or trespass unless noted within the report.
12. Included in this report are sales from many sources. The market data contained herein has been confirmed with a reliable source. Occasionally, some new information is found on these sales, or errors may be found and corrected. If any errors or omissions are discovered, it will be brought to the client's attention. The Appraiser must reserve the right to change his conclusion, if required, due to a subsequent discovery.
13. The value is estimated under the assumption that there will be no international or domestic, political, economic, or military actions, or climatic and environmental changes or disasters, natural or manmade events or disruptions that will seriously affect real estate values throughout the market area, the country, or globally.

HYPOTHETICAL CONDITIONS

None

EXTRAORDINARY ASSUMPTIONS

A full title abstract of the subject property has not been provided to the appraisers. The appraiser has relied on the deed listed in this report. The deed to the subject applies to multiple parcels over several towns. There are no discernable easements or restrictions which apply directly to the subject property. It is an extraordinary assumption of this report that this information is presumed to be accurate.

If the Hypothetical Conditions and Extraordinary Assumptions are found not to be true, the assignment results could change.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the appraised property based on Highest and Best Use as of November 6, 2019. The deed to the subject applies to multiple parcels over several towns. There are no discernable easements or restrictions which apply directly to the subject property. The client in this appraisal is the City of Gardner.

Fair Market Value is defined as:

> "Fair market value is defined as the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]

The EEOEA definition is identical to the definition cited in the Dictionary of Real Estate Appraisal.

Fee Simple is defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[2]

[1] Executive Office of Energy and Environmental Affairs Land Acquisition Policy – Appraisals – February 13, 2015.
[2] *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

SCOPE OF WORK

The scope of this appraisal reflects its intended use, which is to assist the client in estimating the current market value of the subject property for possible acquisition.

Based on the client's instructions, the value sought is Market Value of the fee simple interest of the subject property. This is an appraisal of the real estate only, and does not consider any personal property, fixtures, or intangible items.

Subject property was physically inspected. The availability or lack of such things as municipal services, access to transportation, etc., were researched and the physical nature of the subject were considered.

Zoning and legal restrictions were researched.

The location in the neighborhood and the region, as well as the economic state of the region, were considered.

Conclusions about the Highest and Best Use of the property were reached based on the data and our analyses.

All three approaches to value were considered. The market value of subject property was estimated using the Sales Comparison Approach to Value. Across the Fence valuation was considered, but not applied as the corridor of which the subject is apart appears to have been severed, is not in active use, has no infrastructure in place, and is of a size where alternative use of existing poles along developed public ways are a more economical alternative. Market data was researched for smaller limited development potential parcels in Worcester County Massachusetts from 2016 to the present. The Comparable Sales selected generally had a Highest and Best Use for limited forestry and recreation. The Comparable Sales utilized in the appraisal were confirmed with local brokers who were parties to the transactions. The Capitalization of Income Approach in the form of the Cost of Development Method was not used as immediate development of the property is not legally feasible. The Cost Approach does not apply to vacant land such as the subject and was not used in this appraisal.

Our final opinion of value was reached after reconciling the results of the steps described above.

COMPETENCY

In order to establish competency in appraising this property, a thorough search was made of the market area including city and town records, the Registry of Deeds and other sources of information on real estate transfers, current listings with area Brokers, and other appraisers. We also relied on our many years of experience in appraising properties such as the subject. Finally, we conform to USPAP (Uniform Standards of Professional Appraisal Practice) as adopted by the Appraisal Foundation.

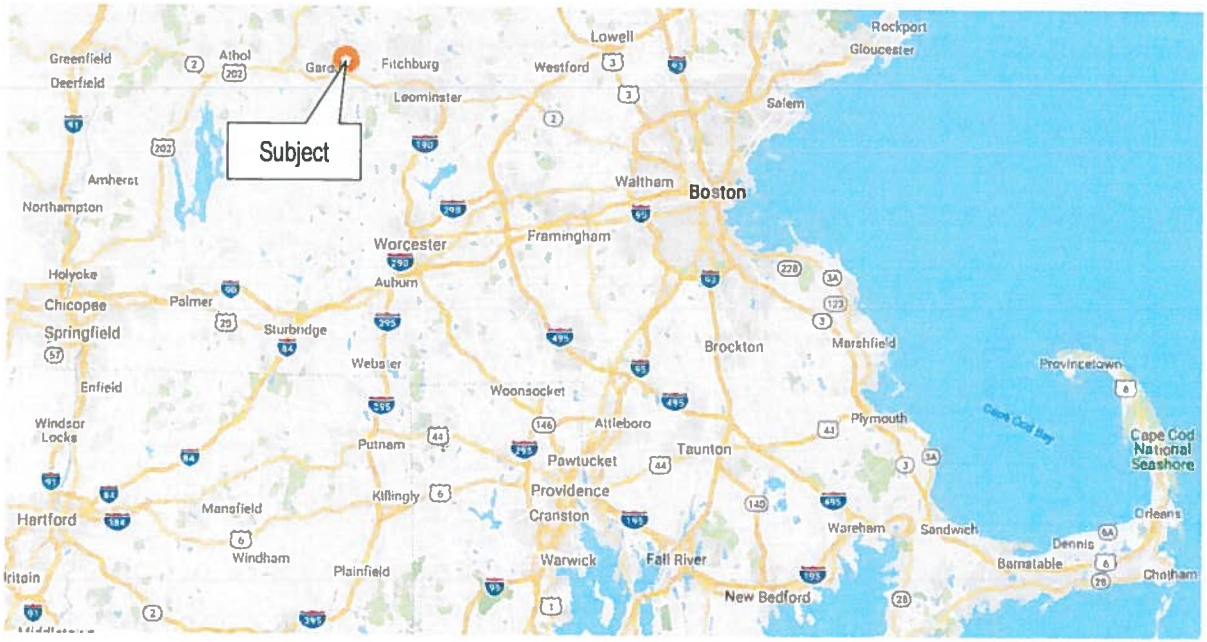
PART II — DESCRIPTION

LEGAL DESCRIPTION AND TITLE

The subject property is best shown as Map W27 Lot 1-11 on the City of Gardner Assessor's Map. The title in the subject property is held by Massachusetts Electric Company as successor to the Worcester County electric Company as set forth in the deed recorded in Book 3320 Page 188 recorded on February 27, 1951 in the Worcester County Registry of Deeds in Worcester.

The deed to the subject applies to multiple parcels over several towns. There are no discernable easements or restrictions which apply directly to the subject property.

Figure 1. Regional Map



AREA, CITY/TOWN, AND NEIGHBORHOOD DATA

The City of Gardner is located in Worcester County in the north central section of Massachusetts. It is bordered on the north by Winchendon and Ashburnham, on the east by Westminster, on the south by Hubbardston, and on the west by Templeton. It is 28 miles from Worcester, 59 miles from Boston 61 miles from Springfield, and 195 miles from New York City.

Major access routes to Gardner are State Routes 2, 140 101. Route 2 has two interchanges in the city. This is the major access road to the city as it links the eastern section of the state to the western. The quasi-limited access highway crosses Interstate 495 and Route 128 to the east. Gardner's more or less stable growth is partly attributable to its average accessibility to large labor markets.

Recent population figures are as follows:

	1960	1970	1980	1990	2000	2010
Worcester County	583,200	637,037	646,352	709,705	750,963	798,552
City of Gardner	19,030	19,748	17,900	20,125	20,770	20,228

Gardner is primarily a manufacturing community of such products as furniture and fixtures, textiles, lumber and wood products, and metal products. Being a small city, Gardner's labor force is somewhat limited; however, combined with the Fitchburg/Leominster MSA, the city is able to offer a diversified and skilled labor supply. The furniture industry, long the main employer in Gardner, has been affected by the 2008 national recession and Gardner has an unemployment rate above the state's average. It remains one of the shopping and service centers for its area.

Electricity is available by the Massachusetts Electric Company. Gas service is provided by the Fitchburg Gas and Light Company. Gardner is the home of Mount Wachusett Community College and a moderate security prison in the former Gardner State Hospital. It has a daily newspaper, Henry Heywood Hospital, and various business and professional services. It is the shopping center for its area with two shopping centers, three supermarkets, and a Wal-Mart store.

The economic future of Gardner is tied with the rest of the state. It has a reputation for a manufacturing base and a growing residential market. Residential growth for Gardner had been significant in the 1990s due to the low cost of land, the good location relative to Route 2, and the availability of affordable housing. The economic outlook for Gardner is for slow, continuous growth.

The unemployment rate for Gardner has historically been higher than unemployment rates for the state. Jeffery Smith of the Department of Employment Security said that this difference is because of the remote location of the area relative to Boston. Worcester is closer to the State average because it has superior accessibility to major transportation routes and is more centrally located within the state. Gardner is more remote than the Fitchburg/Leominster area and historically shows higher unemployment rates.

Recent unemployment rates are as follows:

	Gardner (%)	Leominster - Gardner NECTA (%)	MA (%)	US (%)
2019 (Sept.)	3.3	3.2	2.9	3.3
2018	4.4	3.8	3.3	3.9
2017	4.6	4.3	3.8	4.4
2016	5.3	4.6	3.9	4.9
2015	6.5	5.7	4.8	5.3
2014	7.4	6.9	5.7	6.2
2013	8.8	8.3	6.7	7.4
2012	9.1	8.4	6.7	8.1
2011	10.3	9.3	7.3	8.9
2010	11.2	10.2	8.3	9.6
2009	11.0	10.4	8.1	9.3
2008	7.9	7.1	5.5	5.8
2007	6.1	5.9	4.6	4.6
2006	6.4	6.3	4.9	4.6
2005	7.1	6.4	4.8	5.1
2004	6.6	6.4	5.2	5.5
2003	6.9	6.9	5.8	6.0
2002	6.4	6.5	5.3	5.8

Neighborhood

Subject property is located in the northeast area of the City of Gardner off the north side of Pearl Street (Rt. 101). Pearl Street runs from the rotary at Central, Elm and Green Streets northeast into Ashburnham. The subject property is directly opposite the parking area for Dunn State Park which features Dunn Pond. The neighborhood is suburban in nature. The subject property is approximately 1.5 miles from the downtown Gardner commercial district and 3 miles north of Route 2. The main regional commercial district is roughly 17 miles east of the subject in the City of Leominster, where most regional retail amenities can be found.

CONCLUSION

The subject property is located in an older factory town that was once the home of a vibrant chair manufacturing industry. The population has been relatively flat over the past 50 years. The economic conditions are generally less favorable when compared to both the larger Leominster-Gardner economic area and Massachusetts as a whole due to the Town's distance to major regional employment centers closer to Boston.

FAVORABLE AND UNFAVORABLE FACTORS

The favorable factors affecting the subject property include its pleasant rural character with abundant open space protected. The availability of all public utilities at Pearl Street is also a favorable factor. The major unfavorable factors are the lack of direct street frontage, the local Gardner economy, which is less healthy than the general region and the state as a whole. There are no immediate hazards or nuisances affecting the subject property.

REAL ESTATE MARKET CONDITIONS

The subject property consists of 1.92+/- acres that is zoned for single-family residential development. It is located on the north side of Gardner, Massachusetts in the area across from Dunn State Park.

Residential Market

The demand for houses and residential land in Gardner depends on the local economy. Due to the weakness in the current economy, demand for houses and residential lots has decreased in Gardner over the past several years. Mortgage interest rates are still relatively low despite a recent uptick in rates, making house buying affordable for many.

Currently there are 43 single-family houses available for sale in Gardner, at an average asking price of $242,735. This data indicates an inventory of about 1-2 month's supply in the current Gardner market. Volume in 2018 was at a post-2000 high, with the average price of houses sold trending up the last few years. With both sales volume and prices trending upward, the Gardner market appears to be in a recovery in 2018, although average prices remain 11% below those in 2005. Despite these gains, prices remain below the level necessary to support the development of new subdivisions. As an example, approved spur roads off Leo Drive remain undeveloped even as the building activity on the previously developed subdivision road has increased recently.

The sales prices of single-family homes in Gardner cover a very broad spectrum, ranging from small cottages priced under $50,000 to newer construction in the $300,000 range. The Bay State Multiple Listing Service does not list all land and house sales or listings, but it is indicative of the overall market. The MLS reports recently increasing prices after a series of steady drops in prices from 2006 through 2012 with the following rate of single-family house sales in Gardner:

Period	House Sales	Average Sales Price
2000	187 houses	$127,249
2001	173 houses	$143,281
2002	180 houses	$175,576
2003	199 houses	$196,598
2004	238 houses	$221,129
2005	198 houses	$233,003
2006	165 houses	$224,144
2007	143 houses	$208,051
2008	109 houses	$169,777
2009	122 houses	$152,170
2010	133 houses	$147,804
2011	122 houses	$131,453
2012	146 houses	$126,895
2013	154 houses	$142,831
2014	160 houses	$158,469
2015	203 houses	$171,004
2016	224 houses	$173,057
2017	263 houses	$181,901
2018	280 houses	$206,872
2019 (October)		
Currently on market	43 houses	$233,944 List

Some of the demand for houses in Gardner has been met from new construction. The recent rate of permits for new single-family houses in the town is as follows:

Year	# of Permits Issued
1998	47
1999	46
2000	43
2001	40
2002	43
2003	40
2004	39
2005	39
2006	35
2007	29
2008	21
2009	32
2010	11
2011	23
2012	26
2013	24
2014	34
2015	27
2016	21
2017	24
2018	N/A

CONCLUSION

The subject property is located in North Central Massachusetts. It is located off Pearl Street (Rt. 101) on the northeasterly side of town. It is in a rural/suburban neighborhood in Gardner. This area consists of a mixture of single-family dwellings and open land. The residential market in Gardner was down substantially from 2005 to 2012, although it has shown signs of improving in recent years, with price gains in from 2013 through 2018 and steady new construction activity the last several years.

The subject property consists of land which is not legally buildable. The property consists of 1.92+/- acres of land which is not independently buildable due to lack of frontage. Due to frontage issues, the property is not legally able to be developed. This puts the property into a different market segment than readily buildable land. Potential buyers in this market segment include abutters looking to expand their existing ownership, conservation entities and municipalities interested in acquiring open space, and investors who are willing to undertake the risks and expense of acquiring access or challenging other land use regulations preventing development in order to derive profits from changing the formerly unbuildable property into readily buildable land. This market is much more limited than the market for buildable land, but it does exist.

Figure 2. Street Map

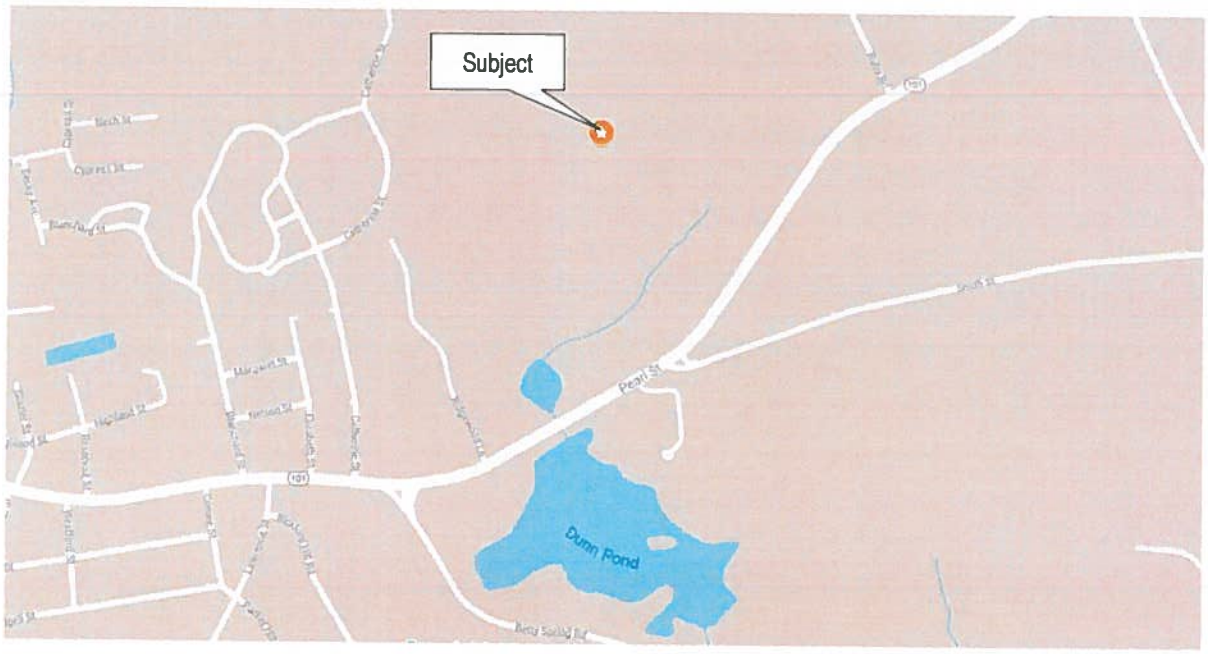


Figure 3. Aerial Photograph

ArcGIS WebMap

11/4/2019 1:26:04 PM

Parcels (2019)

1:2,257

0 0.02 0.04 0.07 mi

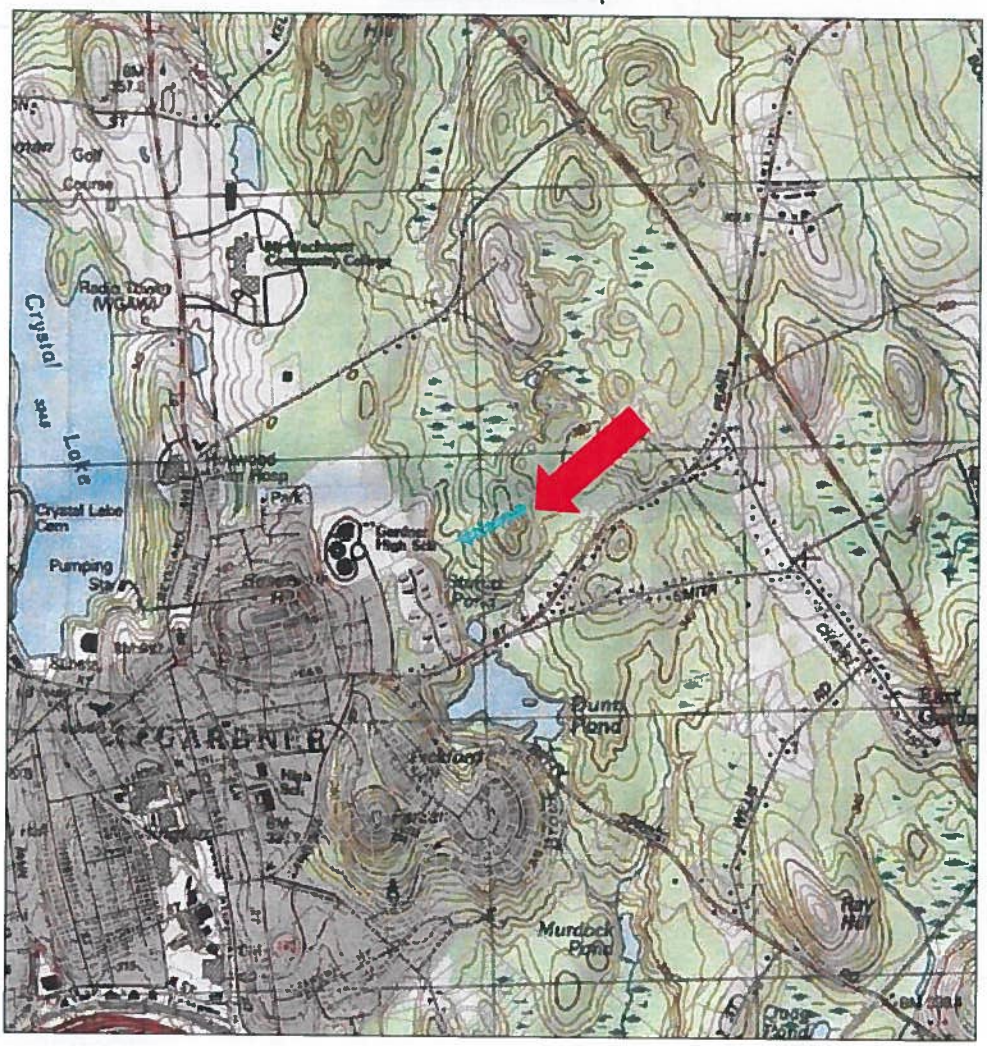
0 0.03 0.06 0.12 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Online Web Mapping Application
MAP FOR REFERENCE ONLY

Figure 4. Topographical Map

ArcGIS WebMap



11/4/2019 1:31:12 PM

Parcels (2019)

1:18,056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

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Online Web Mapping Application
MAP FOR REFERENCE ONLY

PROPERTY DATA

The subject property consists of 1.92+/- acres of land located off Pearl Street, Gardner, Massachusetts. The property was inspected by Kenneth Croft on November 6, 2019 with Chris Parella of National Grid.

Site

The subject property is best shown as Map W27 Lot 1-11 on the City of Gardner Assessor's Maps. The property does not have any street frontage. It is part of an abandoned utility corridor that connects to Ruby Road on the northeast and Ridgewood Lane on the southwest as the closest road frontages. The utility corridor intersects with a larger utility corridor near Robert Drive on the northeast.

The subject property is a long, thin quadrangle, being about 80+/- feet deep on the southwesterly end, 60+/- feet deep on the northeasterly end and roughly 875+/- feet long. The topography is rolling, with high point on the northeasterly side of center, with slopes down to each side lot line. The southwesterly side of the property is lower than the northeasterly side. Soils on the site are all upland, with the most prevalent soil type being Becket-Skerry association with 0-15% slopes on 90% of the subject site, with the balance being Tunbridge-Lyman-Berkshire association with 3-15% slopes. The site has some vegetation, but has mostly been cleared over the years.

Electricity, telephone, municipal sewer and water are available at Pearl Street.

According to FEMA Flood Map #2503050006B dated July 2, 1981, it appears that the property is located in Zone C, outside areas prone to flooding.

The Appraiser is not an engineer, chemist, or other form of specialist in the area of hazardous waste detection. To the best of our knowledge based on observation and review of public records, there are no hazardous wastes or environmental conditions present on the subject property which would affect value, unless otherwise noted herein. We assume no responsibility for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

Improvements

None

Fixtures

None

Use History

The subject property is vacant undeveloped land that was formerly used as part of a utility corridor. The utility use was abandoned some time ago.

Sales History

The title in the subject property is held by Massachusetts Electric Company as successor to the Worcester County electric Company as set forth in the deed recorded in Book 3320 Page 188 recorded on February 27, 1951 in the Worcester County Registry of Deeds in Worcester.

The deed to the subject applies to multiple parcels over several towns. There are no discernable easements or restrictions which apply directly to the subject property. The property is not on the market for sale or under formal agreement for sale.

Rental History
None

Assessed Value and Annual Tax Load
The subject property is assessed by the City of Gardner, Massachusetts, for the fiscal year 2019 as follows:

Pearl Street – Map W27-1-11
Land: $74,800 Improvements: $0 Total: $74,800

The total assessed value for the subject is $74,800. With an overall tax rate of $20.14 per $1,000 of assessed value in Gardner, the total current resulting real estate tax for the assessed parcel is $1,506.47. Based on the value conclusion reached in this report, the subject property is over-assessed.

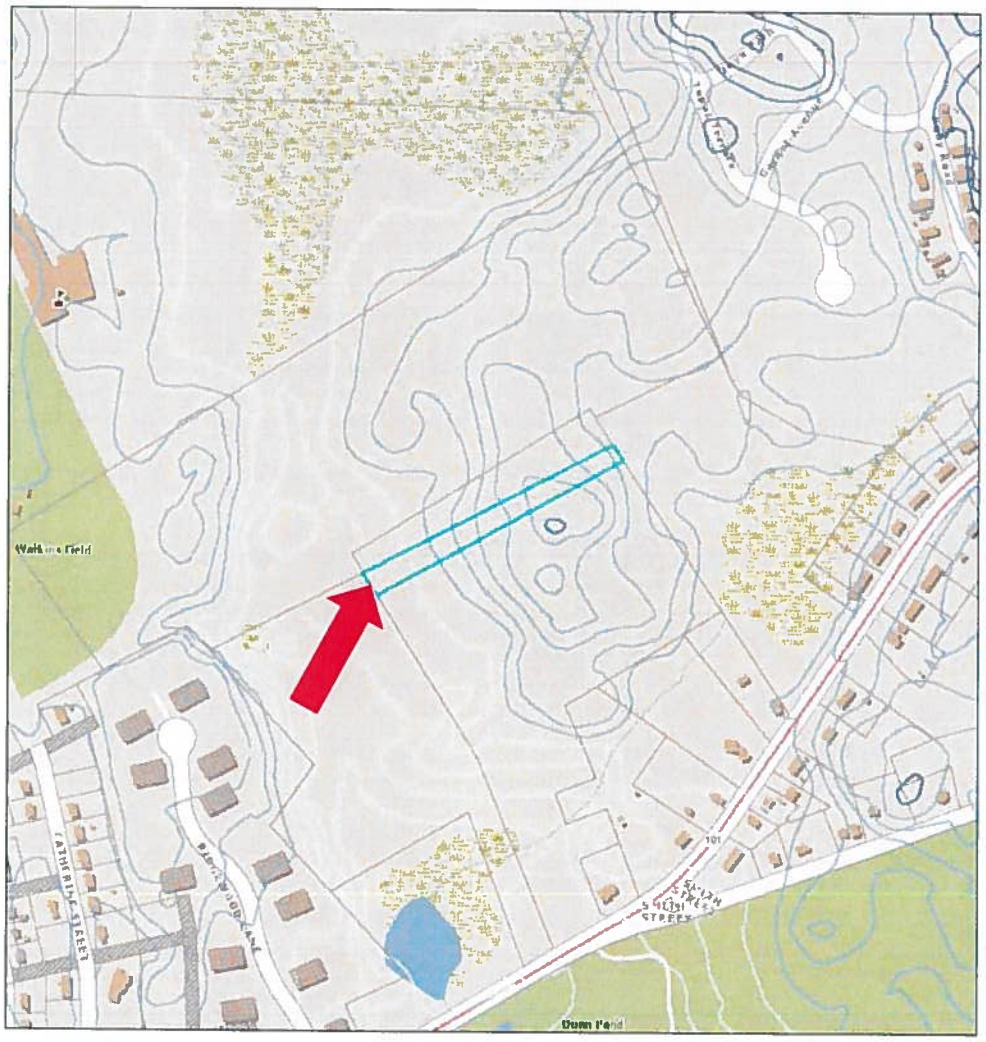
CONCLUSION

The subject property is comprised of 1.92+/- acres with no frontage on a public road. The subject property is part of a larger utility corridor that has been abandoned. The subject property is generally rectangular in shape being about 70+/- feet deep on average and roughly 875+/- feet wide. The topography is generally rolling, with high spot to the northeast of center with slopes down to each side. Soils on the site are all upland and the site is mostly cleared of vegetation.

Subject property is located in the northeast area of the City of Gardner off the north side of Pearl Street (Rt. 101). Pearl Street runs from the rotary at Central, Elm and Green Streets northeast into Ashburnham. The subject property is directly opposite the parking area for Dunn State Park which features Dunn Pond. The neighborhood is suburban in nature. The subject property is approximately 1.5 miles from the downtown Gardner commercial district and 3 miles north of Route 2. The main regional commercial district is roughly 17 miles east of the subject in the City of Leominster, where most regional retail amenities can be found.

Figure 5. Wetland Map

ArcGIS WebMap



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Parcels (2019)

Contours

> 1,092 to 1,141

> 1,141 to 1,190

> 1,190 to 1,309

Water & Wetlands

Waterbodies

Wetlands

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Online Web Mapping Application
MAP FOR REFERENCE ONLY

Figure 6. Assessor's Map

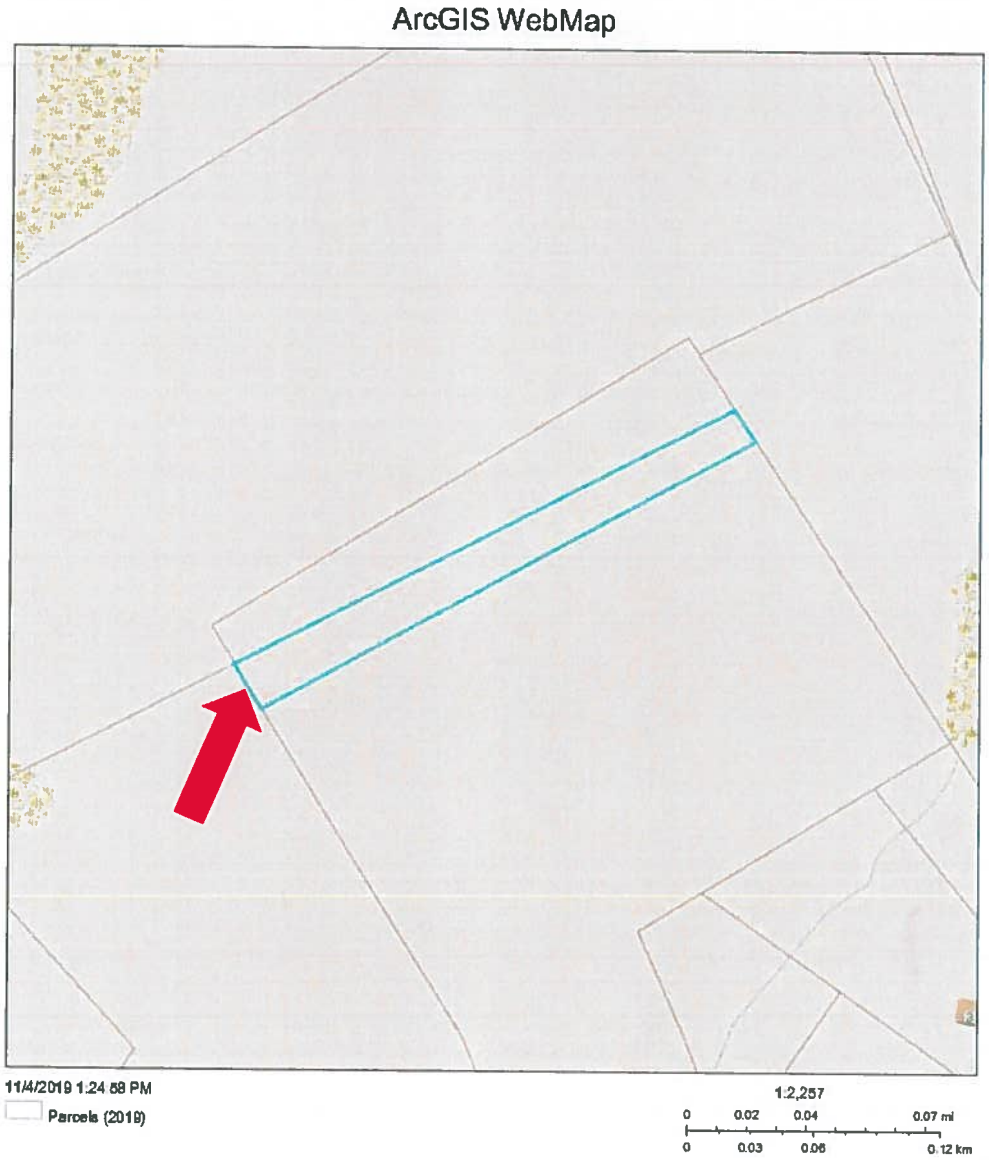
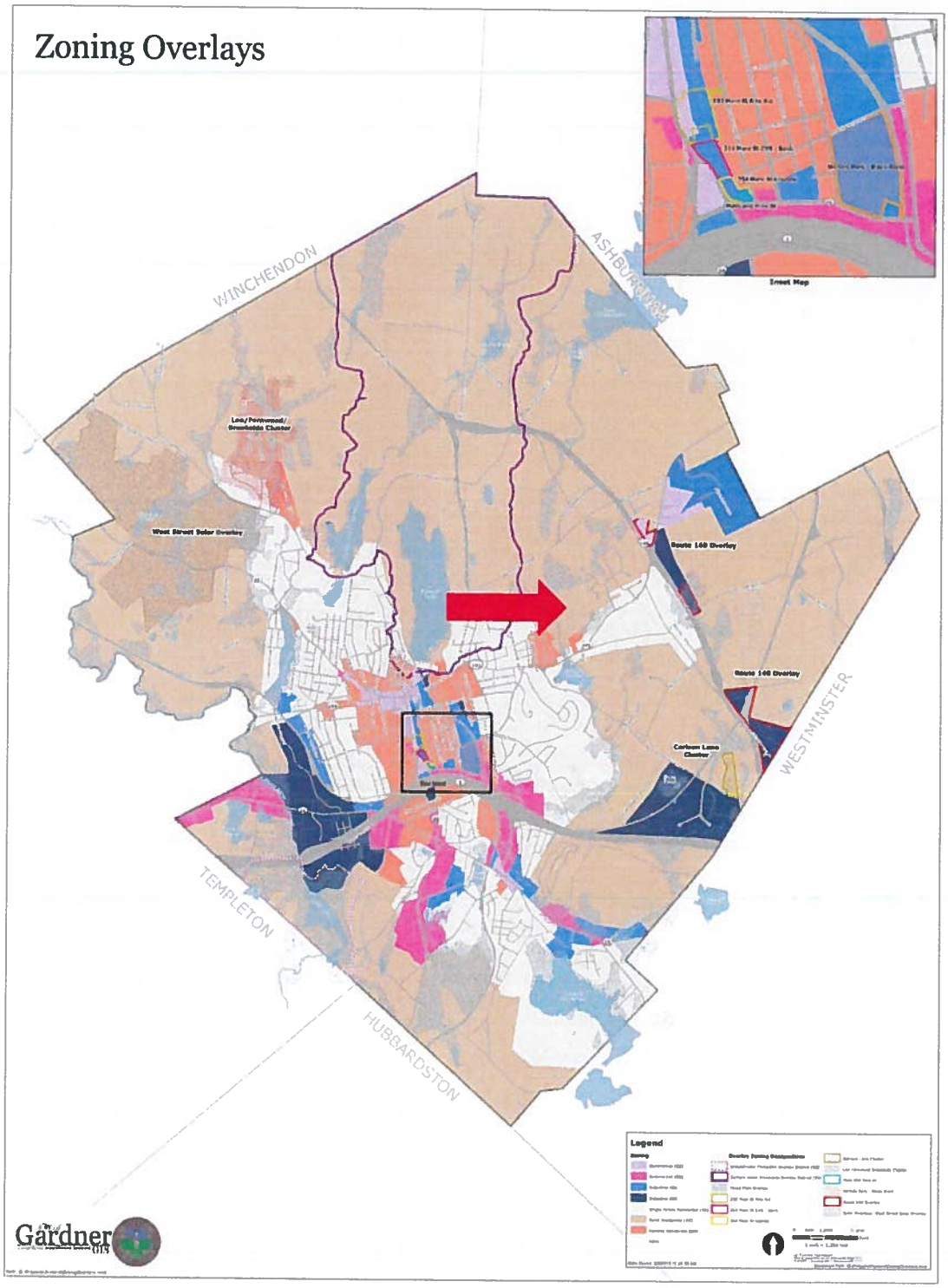


Figure 7. Flood Map

Figure 8. NHESP Map

Figure 9. Zoning Map



PUBLIC LAND USE CONTROLS: ZONING AND OTHER LAND USE REGULATIONS

The subject property is located in the Rural Residential (R2) District.

Permitted uses in the Rural Residential (R2) district are as follows:

- Single-family detached dwelling
- Agricultural use
- Religious purposes
- Schools – public, religious, sectarian or private
- Colleges and dormitories
- Child care facility
- Human service program operated out of a residential structure
- Library, museum, art gallery
- Municipal use
- Country or tennis club, lodge building or other non-profit social, civic, conservation or recreational use
- Home occupation

Uses allowed by special permit in this district are as follows:

- Two-family dwelling
- Three-or-four family dwellings
- Hotel/motel
- Rooming house
- Bed & breakfast
- Assisted living facility
- Open Space Residential Development
- Commercial greenhouses
- Farmstand, non-exempt
- Adult social day care facility
- Hospital, sanitarium, nursing, rest or convalescent home
- Civic center
- Essential services
- Cemetery
- Undertaking establishment or funeral home
- Restaurant
- Commercial clubs or recreational establishments
- Animal clinic or veterinary hospital
- Commercial kennel

Dimensional regulations in the Rural Residential (R2) district are as follows.

Minimum lot area	60,000 SF
Minimum frontage	150 feet
Minimum front yard	30 feet
Minimum side yards	20 feet
Minimum rear yard	40 feet
Maximum building height	3 stories/36 feet
Maximum building coverage	25%

Schedule Development

The City of Gardner Zoning Ordinance contains a Schedule Development section which limits annual building permits in a particular development. All subdivisions consisting of 10 or more lots shall be scheduled. The schedule designates building not more than 8 units or 30% of the potential dwelling units within the first 24 months following endorsement of the definitive plan. In each year thereafter, construction of not more than 8 units or 15% of the dwellings units is permitted. This provision of the Gardner zoning ordinance shall only take affect when 100 dwelling units have been authorized city wide within a 24 month period. Given the current level of construction in Gardner, the Schedule Development section of Gardner zoning is not considered to be applicable.

Wetlands

According to the Massachusetts Water Protection Act (Chapter 131) any work within a vegetated wetland or the 100-foot buffer zone surrounding resource areas such as open water or vegetated wetlands must have an Order of Conditions from the local Conservation Commission. This affects those portions of the subject property that are near wetland areas.

Rivers Protection Act

The Rivers Protection Act, effective August 7, 1996, created a buffer zone 200 feet back from any Massachusetts river. No work or development may be permitted in this river front area unless the owner proves with a Notice of Intent that the work will have no significant environmental impact and there is no practical equivalent environmental alternative to the proposed development. The local Conservation Commission can approve the development with an Order of Conditions. Department of Environmental Protection regulations require a 100 foot wide corridor be left essentially "undisturbed." This does not appear to affect the subject property as an unnamed stream feeding Stump Pond appears to be well outside the jurisdictional area.

Natural Heritage and Endangered Species Program

Any project proposed for areas within designated areas of the Natural Heritage and Endangered Species Program would require a MESA review. The actual area of potential development could vary significantly based on a detailed study of a property and details of an actual development proposal including its density and what tradeoffs a developer would offer. No section of the subject property is identified as priority habitat on Mass GIS mapping so the provisions of the NHESP do not apply.

CONCLUSION

The subject property consists of a total of 1.92+/- acres with no street frontage. The subject property is located in the Rural Residence (R2) zoning district which requires 60,000 square foot lots with 150 lineal feet of frontage. Single family dwellings are the principal allowed use in this district. The subject property has does not have frontage and is not able to be independently developed as a result. Wetland regulations may have an effect on the development potential of the land, but it appears the River's Act does not have an effect on the development potential at the subject.

PART III — ANALYSIS AND CONCLUSIONS

HIGHEST & BEST USE

Highest and Best Use is defined as:

> "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."[3]

The Highest and Best Use is that use which will produce the greatest net return to the land and the improved property.

Physically Possible Uses

The subject property is comprised of 1.92+/- acres with no frontage on a public road. The subject property is part of a larger utility corridor that has been abandoned. The subject property is generally rectangular in shape being about 70+/- feet deep on average and roughly 875+/- feet wide. The topography is generally rolling, with high spot to the northeast of center with slopes down to each side. Soils on the site are all upland and the site is mostly cleared of vegetation.

Subject property is located in the northeast area of the City of Gardner off the north side of Pearl Street (Rt. 101). Pearl Street runs from the rotary at Central, Elm and Green Streets northeast into Ashburnham. The subject property is directly opposite the parking area for Dunn State Park which features Dunn Pond. The neighborhood is suburban in nature. The subject property is approximately 1.5 miles from the downtown Gardner commercial district and 3 miles north of Route 2. The main regional commercial district is roughly 17 miles east of the subject in the City of Leominster, where most regional retail amenities can be found.

Residential use does not appear to be physically possible on subject due to lack of street frontage.

Legally Permissible Uses

The subject property consists of a total of 1.92+/- acres with no street frontage. The subject property is located in the Rural Residence (R2) zoning district which requires 60,000 square foot lots with 150 lineal feet of frontage. Single family dwellings are the principal allowed use in this district. The subject property has does not have frontage and is not able to be independently developed as a result. Wetland regulations may have an effect on the development potential of the land, but it appears the River's Act does not have an effect on the development potential at the subject.

Economically Feasible Uses

The subject property is located in North Central Massachusetts. It is located off Pearl Street (Rt. 101) on the northeasterly side of town. It is in a rural/suburban neighborhood in Gardner. This area consists of a mixture of single-family dwellings and open land. The residential market in Gardner was down substantially from 2005 to 2012, although it has shown signs of improving in recent years, with price gains in from 2013 through 2018 and steady new construction activity the last several years.

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[3] *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), 109.

The subject property consists of land which is not legally buildable. The property consists of 1.92+/- acres of land which is not independently buildable due to lack of frontage. Due to frontage issues, the property is not legally able to be developed. This puts the property into a different market segment than readily buildable land. Potential buyers in this market segment include abutters looking to expand their existing ownership, conservation entities and municipalities interested in acquiring open space, and investors who are willing to undertake the risks and expense of acquiring access or challenging other land use regulations preventing development in order to derive profits from changing the formerly unbuildable property into readily buildable land. This market is much more limited than the market for buildable land, but it does exist.

Maximally Productive Uses

The subject land consists of land not legally buildable. The maximally productive use of the subject property is for limited forestry and recreation.

CONCLUSION

The indicated Highest and Best Use of subject property is for limited forestry and recreation.

INTRODUCTION TO VALUATION ANALYSIS

In estimating the market value of subject properties, all three approaches to value were considered as they applied to the subject. These approaches are the Cost Approach, the Income Capitalization Approach and the Sales Comparison Approach to Value. While the indicated values of the three approaches are obtained independently of one another, the steps undertaken within each approach are interrelated.

The Cost Approach to Value normally applies to special purpose property or new construction that constitutes the Highest and Best Use of the land. The subject property is vacant land; consequently this approach was not applicable.

In the appraisal of income producing property, the Income Capitalization Approach to Value is based on the capitalization of net income. The potential gross income is obtained from an estimate of the market rent appropriate for the property. Then expenses attributable to this rent are deducted. The net income is capitalized at a rate to reflect the present value of the investment. Subject property is residential land that does not have a Highest and Best Use for immediate subdivision; therefore the Income Capitalization Approach does not give a good indication of value and was not used in this report.

The Sales Comparison Approach to Value, also known as the Market Data Approach, relies on the prices paid for similar properties in actual market transactions. The subject property is analyzed and compared to each sale, and each sale is analyzed to one another. When there are a sufficient number of sales within a given area, this approach is considered to produce a reliable indication of value. In the case of the subject property there were sufficient sales of parcels of land in the market area on which to base this approach to arrive at an indication of value of the subject property.

SALES COMPARISON APPROACH TO VALUE

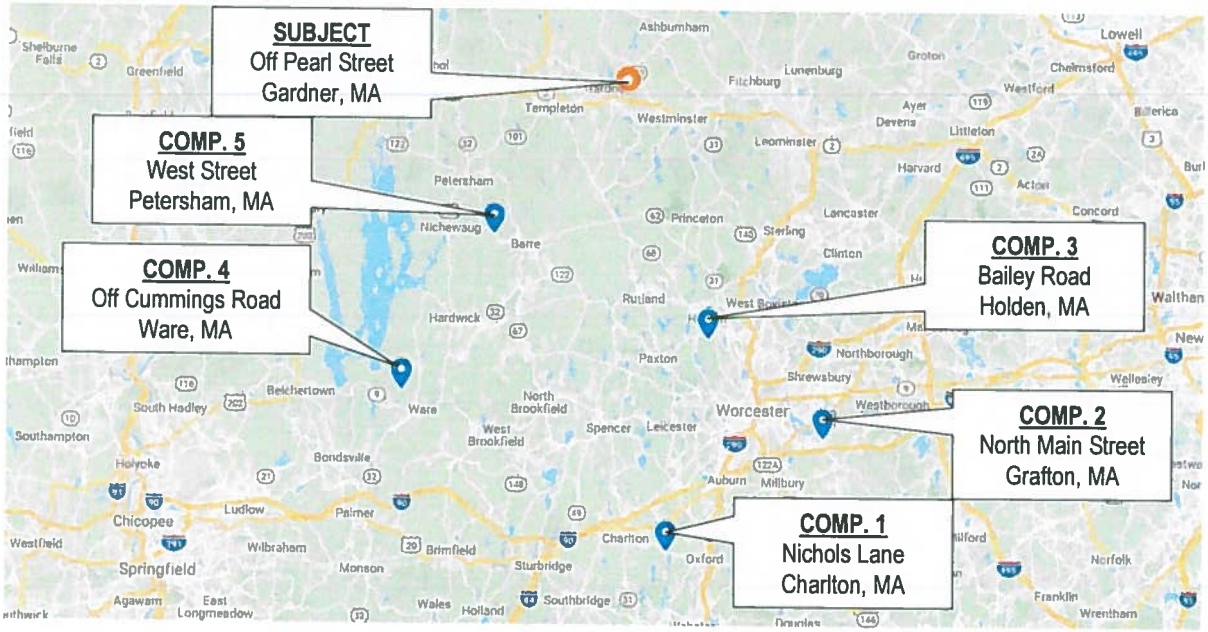
The Sales Comparison Approach to Value is a comparative process whereby various sales have been directly compared to the property under study. This approach is based on the principle of substitution which states that a knowledgeable buyer will not pay more for a property than what other like properties are transacting at on the market or that are available for sale on the present real estate market.

This approach starts with an analysis of the subject and research in the market for recent comparable sales and listings. The sales are analyzed for the degree of comparability to the subject and to detect dissimilarities. The sales are then compared to one another as a basis for making individual component adjustments. After making these adjustments, an indicated value range for the subject is developed. From this range a precise value is selected and applied directly to the subject property.

The subject property consists of land suitable for forestry and recreational use. There were similar sales of land found in the Worcester County market on which to base this approach.

Information on the comparable sales used was gathered from the registries of deeds, local assessor's offices, the Bay State Multiple Listing Service, Banker & Tradesman Online, and area real estate brokers. The comparable sales are fully described as follows:

Figure 10. Comparable Land Sales Map



COMPARABLE LAND SALES

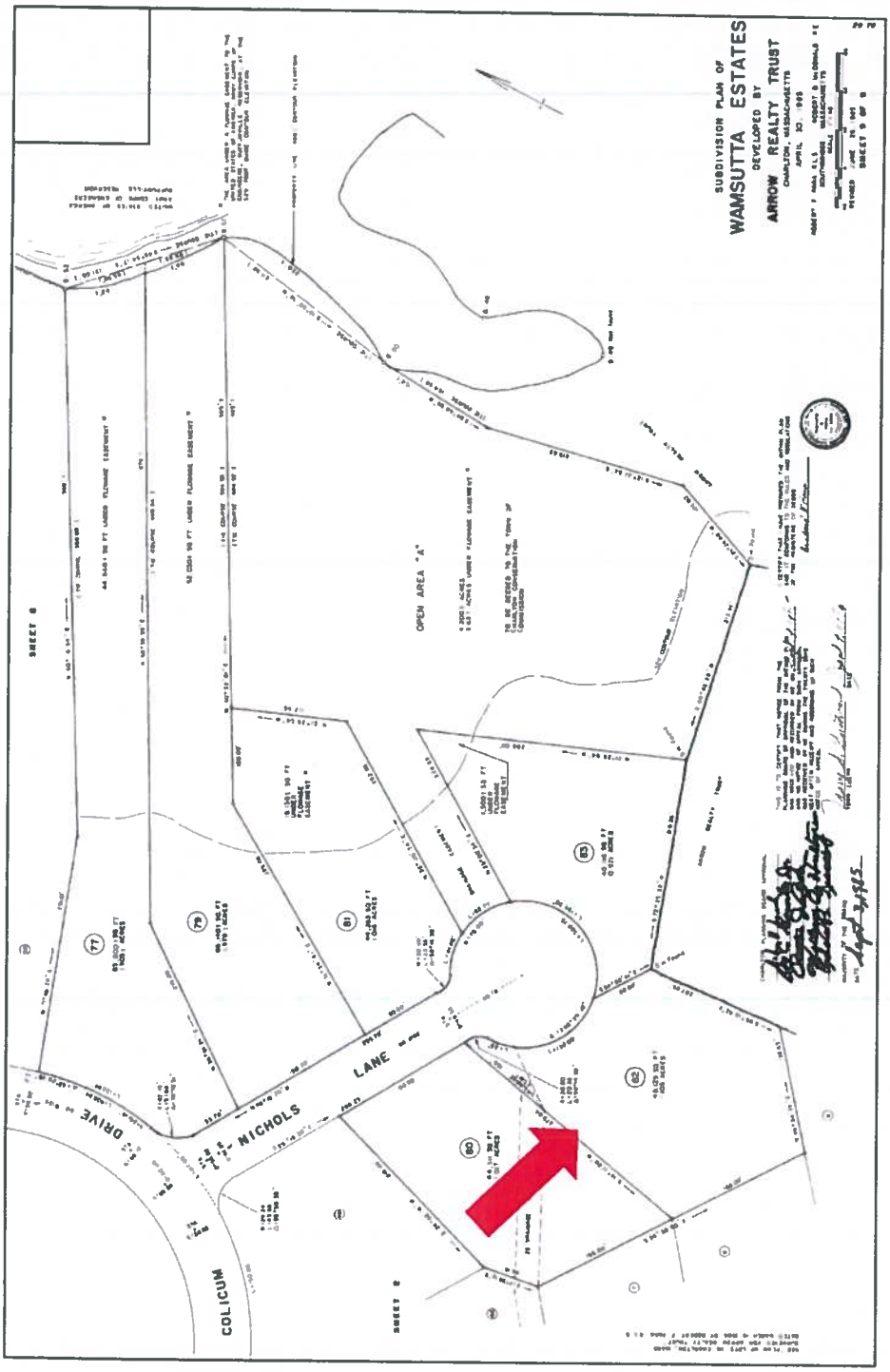
Comparable Land Sale No. 1

Nichols Lane, Charlton, MA

Zoning:	Agriculture		
Sales Date:	7-17-2019	Book/Page:	60717/388
Grantor:	Thomas M. Wilk & Karen L. Wilk		
Grantee:	Warren W, Homer & Deborah S. Homer		
Sale Price:	$20,000		
Confirmed:	Deed, MLS, broker		
Special Circumstances:	None known		
Assessment:	$11,400	Area:	1.11+/- acres
Frontage:	Nichols Lane – 178.35'+/-	Ave. Depth:	250+/- feet
Topography:	Upland		
Usage:	Recreational purchase		
Utilities:	Electricity, Telephone		
Easements or Restrictions:	None noted on plan; plan shows small drainage easement		
Plan:	Lot 82 Plan Book 547 Plan 23 Sheet 9		

Additional Information:
Unbuildable lot in subdivision; sold to an abutter; sold after 16 days after being listed for $20,000.

Comparable Land Sale No. 1



Comparable Land Sale No. 2

North Main Street, Grafton, MA

Zoning:	Industrial		
Sales Date:	6-26-2018	Book/Page:	59002/239
Grantor:	Soundview Home Loan Trust 2007-WMC1, Assest Backed Certificates, Series 2007-WMC1		
Grantee:	Harold Buchner & Carole Buchner		
Sale Price:	$6,900		
Confirmed:	Deed, MLS, broker		
Special Circumstances:	None known		
Assessment:	$88,100	Area:	8,993+/- square feet; 0.21+/- acres
Frontage:	170.51+/- feet	Ave. Depth:	60+/- feet
Topography:	Upland		
Usage:	Open space		
Utilities:	Electricity, Telephone		
Easements or Restrictions:	Subject to right of way		
Plan:	Lot 3 Plan Book 335 Plan 3		

Additional Information:

This property is located on Rt. 140 in the North Grafton section of the town of Grafton. It was previously improved, but cleared at the time of sale. It is zoned industrial, but in an area primarily improved with residential properties and is below the legal size of a building lot in this zoning district. The property was sold after 45 days on the market after being listed for $6,900. The property was lender owned at the time of sale.

Comparable Land Sale No. 2

Town of Grafton, MA

August 12, 2019

Property Information

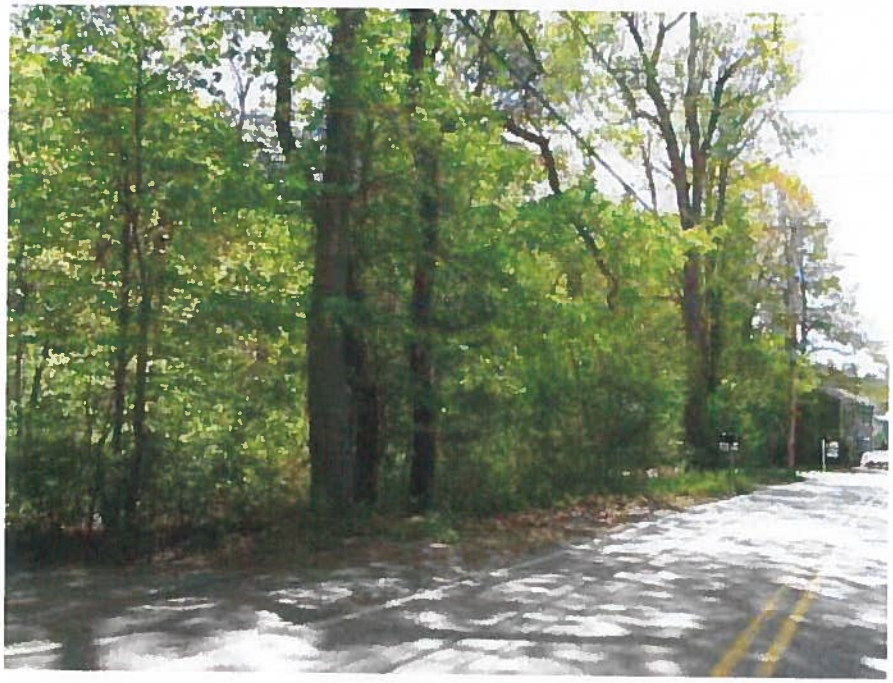
Property ID	027 0-0000-0001 0
Location	5 NORTH MAIN STREET
Owner	HOUSTON CARLOS

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Grafton, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map

Geometry updated 4/1/2018
Data updated 4/1/2018

Comparable Land Sale No. 3

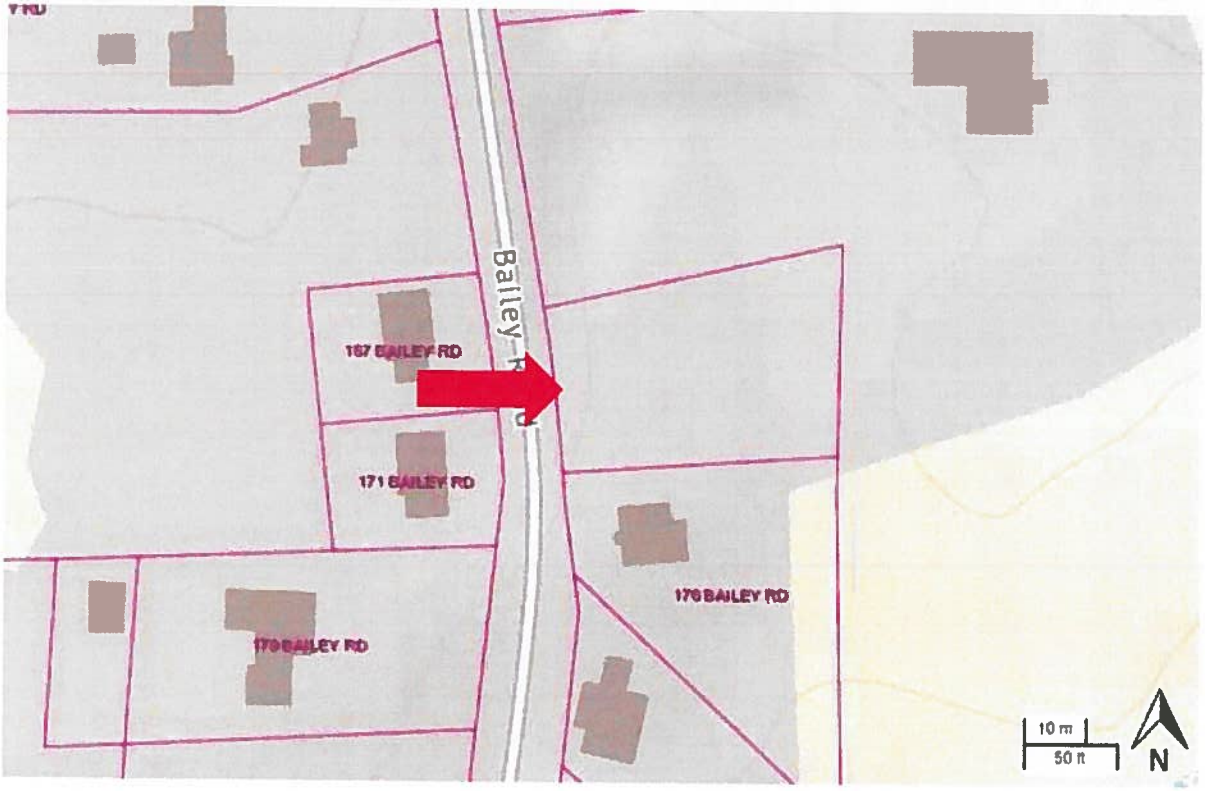


Bailey Road, Holden, MA

Sale Date:	2-1-2018	Book/Page:	58395/104
Grantor:	James D. O'Keefe & Janielle C. O'Keefe		
Grantee:	Jay J. Gagnon & Yuklan S. Gagnon		
Sale Price:	$21,000		
Confirmed:	Deed, MLS, broker		
Special Circumstances:	Abutter purchase		
Assessment:	$15,400	Zoning:	Residence 1
Area:	0.39+/- acres		
Frontage:	Bailey Road – 93+/-'	Ave. Depth:	170 feet +/-
Topography:	Upland lot		
Usage:	Forestry & recreation		
Utilities:	Electric, Telephone, Water		
Easements or Restrictions:	None noted on deed		
Plan:	None		

Additional Information:
This property is located on a side street off Rt. 122A in the central section of Holden. The property is not deemed buildable by the town due to insufficient frontage. The property was purchased by an abutter after being listed for 4 days with an asking price of $20,000.

Comparable Land Sale No. 3



Comparable Land Sale No. 4

Off Cummings Road, Ware, MA

Sale Date:	5-24-2017	Book/Page:	12629/130
Grantor:	Country Land Realty, Inc.		
Grantee:	Robert P. Lagrant & Deborah M. Lagrant		
Sale Price:	$6,000		
Confirmed:	Deed, MLS, broker		
Special Circumstances:	None known		
Assessment:	$10,000	Zoning:	Residential - Agricultural
Area:	10+/- acres		
Frontage:	None	Ave. Depth:	1,300 feet +/-
Topography:	Upland		
Usage:	Limited forestry, recreation		
Utilities:	None		
Easements or Restrictions:	Subject to pole line easement		
Plan:	None		

Additional Information:
The sale property is located in the northern section of Ware near the Hardwick town line; the deed lists frontage on a town road, but this road is no longer public; the property sold to an abutter after being marketed for 14 days with an original asking price of $6,500.

Comparable Land Sale No. 4

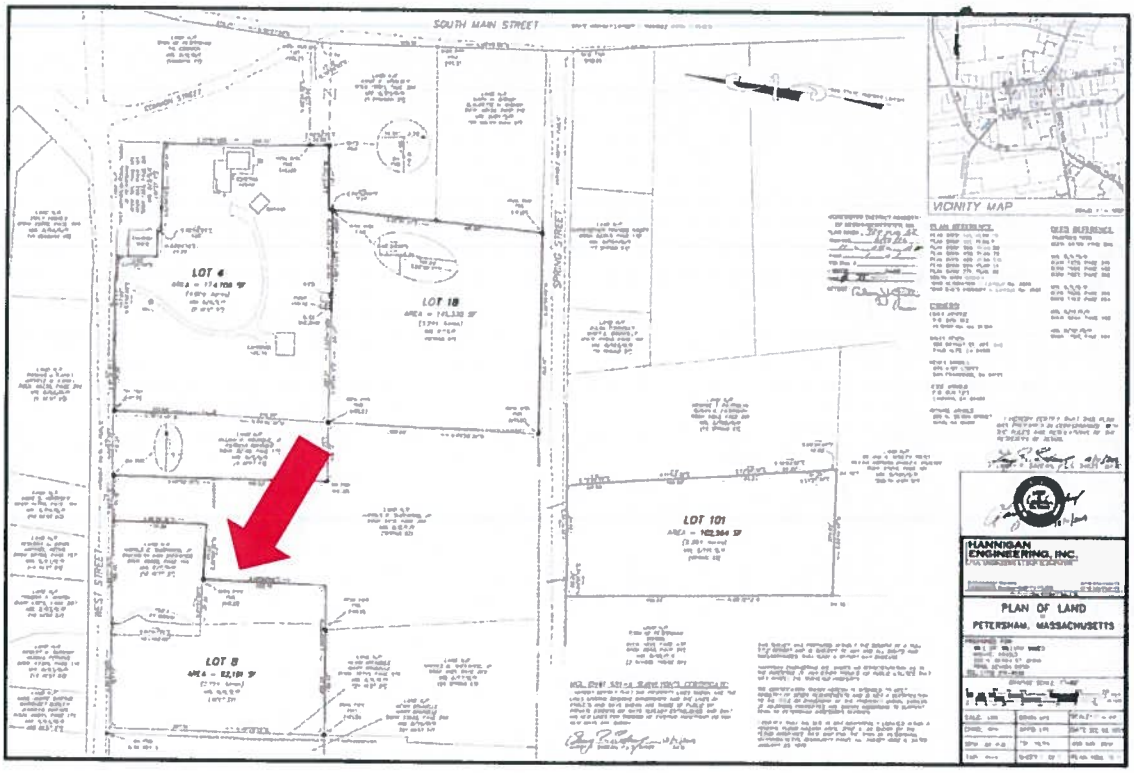
Comparable Land Sale No. 5

West Street, Petersham, MA

Sale Date:	9-16-2016	Book/Page:	55973/256
Grantor:	Emily Arnold, Sally Rench, Henry Arnold, Jesse Arnold & Michael Arnold		
Grantee:	Charles B. Berube		
Sale Price:	$10,000		
Confirmed:	Deed, MLS, broker		
Special Circumstances:	None known		
Assessment:	$41,100	Zoning:	Residential - Agricultural
Area:	2.12+/- acres		
Frontage:	West Street – 187.12	Ave. Depth:	390 feet +/-
Topography:	Upland with brook along the easterly side lot line		
Usage:	Recreation		
Utilities:	Electricity, Telephone		
Easements or Restrictions:	None noted on deed		
Plan:	Lot 8 Plan Book 920 Plan 32		

Additional Information:
The sale property is located in the central section of Petersham a short distance from the Town Common; the property has street frontage but is unbuildable due to its low topography and the stream along the site lot line; the property sold to a neighboring property owner after being marketed for 1 day with an asking price of $10,000.

Comparable Land Sale No. 5



VACANT LAND VALUATION

Adjustments

The preceding comparable sales are a sampling of low utility sale transactions that are believed to have varying degrees of comparability to the subject site. The comparable sales were analyzed on a price per parcel, since this is the unit of comparison often used by market participants when comparing small tracts of unbuildable land.

Prior to adjustment, the comparable sales indicate a price range of $6,000 to $21,000. The comparable sales detailed above have been analyzed and compared to the subject property in an attempt to identify differences in the conditions surrounding each sale and the physical characteristics of the properties. The items considered include property rights transferred, financing terms, conditions of sale, market conditions, land area, location, topography & setting, frontage and utilities.

Property Rights Conveyed, Financing, and Conditions of Sale

All the sales were for the fee simple rights in the real estate; hence, no adjustment for property rights is warranted. No sale was adjusted for financing, as all the sales were cash transactions. Several of the Comparable Sales were to abutters and one sale was from a lender, but the brokers in these transactions reported the sales to be at prices consistent with the seller's expectation of market value, so no adjustment was needed for these sales.

Market Conditions

The market competitive to the subject has generally been slowly rising since 2012, but no specific adjustment was made for this factor for any of the Comparable Sales. Low utility land tends to be less affected by overall sale trends than buildable land.

Land Area

The subject property has 1.92+/- acres which is equivalent to Comparable Sale Nos. 1 & 5 Comparable Sale Nos. 2 & 3 are less than one half acre and are in a different category of parcel, so are considered slightly-to-moderately inferior. Conversely, Comparable Sale No. 4 is slightly superior to the subject.

Location

Subject property has a good location in a rural/suburban area in Gardner, which has similar values to Comparable Sale No. 5 in Petersham. Comparable Sale Nos. 1, 2 & 3 are considered to have moderately-to-greatly superior locations as property values in each community are higher than in Gardner. Conversely, Comparable Sale No. 4 is slightly inferior in this regard. A chart showing comparative sale prices in each of the communities is attached in the addenda of this report.

Topography & Setting

The subject property is located in a rural suburban area of Gardner and is all upland. Comparable Sale No. 1 is in a subdivision setting and is considered slightly superior. Comparable Sale No. 2 is on a busy state road and is considered slightly inferior. Comparable Sale No. 3 is upland in a similar rural/suburban area and is considered equivalent. Comparable Sale No. 4 is in a very low density rural setting and is considered slightly inferior to the subject. Comparable Sale No. 5 is low upland in a more densely developed rural area and is considered equivalent.

Access

The subject and all of the Comparable Sales have legal access and are considered equivalent.

CONCLUSION

Comparable Sale No. 4 is inferior and indicates a value above $6,000. Comparable Sale Nos. 1 & 3 are superior and indicate a value below $20,000. Comparable Sale Nos. 2 & 5 are equivalent at prices ranging from $6,900 to $10,000. The subject property's access is more difficult than the two most similar sales and the value is seen as being closer to the lower end of the indicated range. Based on this analysis, it is my opinion that the indicated market value of the 1.92+/- acre subject property is $8,000.

Figure 11. Land Adjustment Summary

OFF PEARL STREET, GARDNER

		Comparable Sale 1	Comparable Sale 2	Comparable Sale 3	Comparable Sale 4	Comparable Sale 5
		Nichols Lane Charlton	North Main Street Grafton	Bailey Road Holden	off Cummings Road Ware	West Street Petersham
PURCHASE PRICE		$20,000	$6,900	$21,000	$6,000	$10,000
DATE OF SALE		7/17/2019	6/26/2018	2/1/2018	5/24/2017	9/16/2016
PROPERTY RIGHTS		Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%
MARKET CONDITIONS **Months since sale**		0	0	0	0	0
ADJUSTED PRICE		$20,000	$6,900	$21,000	$6,000	$10,000
LAND AREA	1.92	1.11 Equivalent	0.21 Mod. Inferior	0.39 Sl. Inferior	10.00 Sl. Superior	2.12 Equivalent
LOCATION		Mod. Superior	Gr. Superior	Gr. Superior	Sl. Inferior	Equivalent
TOPOGRAPHY & SETTING		Subdivision; Upland	State Road; Upland	Country Road; Upland	Rural; Upland	Country Road; Low
	Upland	Sl. Superior	Sl. Inferior	Equvalent	Sl. Inferior	Equivalent
ACCESS	ROW	Street Equivalent	Street Equivalent	Street Equivalent	ROW; Abutter Equivalent	Street Equivalent
NET ADJUSTMENT		Gr. Superior	Equivalent	Mod. Superior	Sl. Inferior	Equivalent

RECONCILIATION AND FINAL VALUE ESTIMATE

The indicated market value of subject property by the three approaches to value is:

By the Cost Approach to Value
By the Income Capitalization Approach to Value
By the Sales Comparison Approach to Value $8,000

The Cost Approach to Value normally applies to special purpose property or new construction that constitutes the Highest and Best Use of the land. The subject property is vacant land; consequently this approach was not applicable.

In the appraisal of income producing property, the Income Capitalization Approach to Value is based on the capitalization of net income. The potential gross income is obtained from an estimate of the market rent appropriate for the property. Then expenses attributable to this rent are deducted. The net income is capitalized at a rate to reflect the present value of the investment. Subject property is residential land that does not have a Highest and Best Use for immediate subdivision; therefore the Income Capitalization Approach does not give a good indication of value and was not used in this report.

The Sales Comparison Approach to Value, also known as the Market Data Approach, relies on the prices paid for similar properties in actual market transactions. The subject property is analyzed and compared to each sale, and each sale is analyzed to one another. When there are a sufficient number of sales within a given area, this approach is considered to produce a reliable indication of value. In the case of the subject property there were sufficient sales of parcels of land in the market area on which to base this approach to arrive at an indication of value of the subject property.

After applying the methods and techniques recommended by the Appraisal Institute and after analyzing the data presented herein, it is our opinion that the market value of the subject property herein described as of November 6, 2019, is:

EIGHT THOUSAND DOLLARS $8,000

In order to achieve this value, a marketing period of one to six months for the subject property is likely to be required.

Based on market conditions preceding this date of appraisal, it is my opinion that the exposure time to market required prior to the date of appraisal would have been three months in order to achieve a sale at the price concluded herein.

ADDENDA

REFERENCES

City of Gardner

Assessor's Office

Worcester & Hampshire County Registries of Deeds

Multiple Listing Service

Banker and Tradesman

USDA Soil Maps

Flood Insurance Rate Maps, FEMA

U.S. Census

U.S. Bureau of Labor Statistics

TITLE INFORMATION

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WHEREAS the GARDNER ELECTRIC LIGHT COMPANY, the ATHOL GAS AND ELECTRIC COMPANY, the CENTRAL MASSACHUSETTS ELECTRIC COMPANY, THE SPENCER GAS COMPANY, the WACHUSETT ELECTRIC COMPANY, the WINCHENDON ELECTRIC LIGHT AND POWER COMPANY, the WORCESTER SUBURBAN ELECTRIC COMPANY and the WORCESTER COUNTY ELECTRIC COMPANY did execute an Agreement of Merger dated October 13, 1950 and a Supplement to said Agreement dated as of December 28, 1950 providing, among other things, for the merger of the Gardner Electric Light Company and said other companies with the Worcester County Electric Company in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts; and

WHEREAS the Department of Public Utilities of said Commonwealth did issue on December 29, 1950 an appropriate Order in connection with the merger of said companies; and

WHEREAS the Securities and Exchange Commission did issue on January 31, 1951 an appropriate Order under the Public Utility Holding Act of 1935 in connection with the merger of said companies; and

WHEREAS the GARDNER ELECTRIC LIGHT COMPANY, the Central Massachusetts Electric Company, The Spencer Gas Company, the Wachusett Electric Company, the Athol Gas and Electric Company, the Winchendon Electric Light and Power Company, the Worcester Suburban Electric Company and the WORCESTER COUNTY ELECTRIC COMPANY have this day effected said merger in accordance with the terms and provisions of said Agreement and Supplement thereto;

NOW, THEREFORE, for the purpose of confirming said merger and the results thereof and evidencing the same on the records of the various registries of deeds, the GARDNER ELECTRIC LIGHT COMPANY does hereby give, grant, bargain, convey, transfer, assign and set over unto the WORCESTER COUNTY ELECTRIC COMPANY all its property of every name, nature and description, real, personal or mixed, wherescever the same may be situated in Ashburnham, Athol, Barre, Gardner, Hubbardston, New Braintree, Oakham, Paxton, Petersham, Phillipston, Royalston, Rutland, Templeton, Westminster and Winchendon, Worcester County, Massachusetts, and in Erving, New Salem, Shutesbury and Warwick, Franklin County, Massachusetts, including the distributing system of said Grantor, whether the same be located within the highway limits or on private property, meters, office equipment and all other machinery, equipment or property, real or personal, and used for the purpose of making and/or receiving and distributing electricity, including franchises, locations, rights, easements, licenses, powers,

lands, structures, equipment, apparatus and good will.

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Without limiting the generality of the foregoing, intending hereby to convey, transfer and assign, and hereby conveying, transferring and assigning the following described property, namely:

SECTION I

GARDNER - ASHBURNHAM LINE

Certain land situated in Gardner, Worcester County, Massachusetts, being all and the same premises which were conveyed to Gardner Electric Light Company by the City of Gardner by deed dated October 25, 1927, recorded with Worcester District Deeds in Book 2454, Page 367.

(G.-Ash. 9)

Also the rights of way and easements over, across and upon certain lands situated in said Gardner which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Helen R. Greenwood	Nov. 1, 1907	1871	478	G.-Ash. 7
Herbert W. Blake et ux	May 20, 1927	2441	111	G.-Ash. 8
Edwin A. Colby	Nov. 1, 1907	1871	478	G.-Ash. 8
Albin Tanvitsainen	July 14, 1927	2443	354	G.-Ash. 10
George H. Hunt	Nov. 1, 1907	1871	477	G.-Ash. 9
Edmund K. Foster	Nov. 1, 1907	1871	475	G.-Ash. 10
John W. Hill et ux	May 20, 1927	2442	448	G.-Ash. 11
Willis R. Knight	Nov. 1, 1907	1871	476	G.-Ash. 11
Lilla K. Foster	May 20, 1927	2441	113	G.-Ash. 12
Charles E. Brown et ali	May 20, 1927	2441	112	G.-Ash. 13
Charles E. Brown	Nov. 1, 1907	1871	474	G.-Ash. 13
Charles E. Brown et ux	July 27, 1931	2550	22	G.-Ash. 13

Also the right of way and easement over, across and upon certain land situated in Ashburnham, Worcester County, Massachusetts, which was conveyed to Gardner Electric Light Company by Edward B. Sparrow et ux by deed dated November 23, 1927, recorded with Worcester North District Deeds in Book 452, Page 381.

(G.-Ash. 14)

SECTION II

GARDNER - BALDWINSVILLE LINE

The rights of way and easements over, across and upon certain lands situated in Gardner and Baldwinsville, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Anders Beckman et ux	June 17, 1920	2231	392	G.-B. 8
Erick Erickson et ux	June 9, 1920	2231	393	G.-B. 9
William Tulikkala et ux	May 27, 1920	2231	556	G.-B. 12
Delmar H. Morse et ux	Aug. 16, 1920	2232	232	G.-B. 21
Percy C. Young et ux	Aug. 24, 1920	2232	232	G.-B. 23
John M. Connors	Aug. 20, 1920	2232	234	G.-B. 25
Charles T. Fisher et ali	Dec. 6, 1920	2234	284	G.-B. 26
Smith, Day and Company et ali	Jan. 15, 1921	2275	214	G.-B. 27
Smith, Day and Company	Jan. 17, 1921	2275	213	G.-B. 28
The Philip Carey Company et al	May 20, 1922	2275	215	G.-B. 29
C. Aylmer Smith et ali	Nov. 19, 1921	2275	214	G.-B. 29
The Philip Carey Company	Nov. 9, 1920	2235	544	G.-B. 29
Alva L. Adams et ux	Oct. 29, 1920	2235	545	G.-B. 29
John Bass et ux	Oct. 29, 1920	2234	488	G.-B. 30
Eugene Meegan et ux	Nov. 19, 1920	2235	575	G.-B. 31
Patrick White et ux	Oct. 30, 1920	2234	567	G.-B. 34

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SECTION III

GARDNER - PHILLIPSTON LINE

The lands and rights in lands situated in Templeton and Phillipston, Worcester County, Massachusetts, being all and the same premises which were conveyed to the Gardner Electric Light Company by the Athol Gas and Electric Company by deed dated May 8, 1939, recorded with Worcester District Deeds in Book 2744, Page 32; and said premises are conveyed subject to flowage deed by Gardner Electric Light Light Company to the United States of America dated July 2, 1943.

SECTION IV

GENERAL PROPERTIES

The rights of way and easements over, across and upon certain lands situated in Gardner, Westainster and Templeton, Worcester County, Massachusetts, which were conveyed to the Gardner Electric Light Company by Northern Massachusetts Street Railway Company by deed dated July 2, 1917, recorded with Worcester District Deeds in Book 2137, Page 364, and with Worcester North District Deeds in Book 340, Page 186; see also deed of release from James N. Clark, Special Master, dated December 27, 1924, recorded with Worcester District Deeds in Book 2359, Page 224, and with Worcester North District Deeds in Book 418, Page 634.

(Gen. 725)

GARDNER

Certain tracts or parcels of land situated in Gardner, Worcester County, Massachusetts, being all and the same premises which were conveyed to the Gardner Electric Light Company by the following deeds:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Emma F. French et al	July 18, 1894	1448	312	Gen. 11a
Gardner Electric Company	Nov. 9, 1891	1367	198	Gen. 11b
Gardner Lodge 1426 B.P.O.E.	April 27,1950	3250	111	Gen. 11d
Commonwealth Manufacturing Co.	June 28, 1930	2615	106	Gen. 13
Annie Kendall	Feb. 12, 1926	2396	597	Gen. 14
Arthur Faucher et ux	Nov. 4, 1949	3223	31	Gen. 741

Also the rights of way and easements over, across and upon certain lands situated in said Gardner which were conveyed to the Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Frank T. Sweet et ali	April 26,1927	2441	114	Gen. 1
Alarik Kaarlela et ux	Nov. 12, 1927	2457	524	Gen. 2
Otto Koronen et ux	Nov. 12, 1927	2457	524	Gen. 3
Loimo Parhiala et ux	Nov. 15, 1927	2457	525	Gen. 4

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Grantor	Date	Recorded with Worcester District Book	Page	Number
William W. Morris et ux	July 21, 1930	2575	201	Gen.
John A. Dunn Company	Nov. 20, 1925	2395	206	Gen. 9
John A. Dunn Company	Sept.10, 1930	2529	328	Gen. 9
Commonwealth of Massachusetts	Sept.[illegible], 1899	1621	609	Gen. 11c
Commonwealth Manufacturing Co.	Nov. 20, 1925	2395	205	Gen. 13
Mary Hilda Malquean et al	Dec. 20, 1937	2713	397	Gen. 19
Inhabitants of the Town of Gardner	July 1, 1913	2032	341	Gen.723
Peter Backwald et ux	July 3, 1913	2032	423	Gen.724
Frank T. Sweet et ali	April 26,1927	2437	117	Gen.726
Otto Korhonen et ux	Sept.10, 1941	2823	448	Gen.728
Arvid W. Erickson et al	March 24,1942	2856	28	Gen.729
Stanley Peach et ali	May 20, 1942	2856	600	Gen.730
Frank Aliaonskas	Oct. 11, 1944	2936	441	Gen.731
Victor Wiinikainen et ux	April 19,1948	3138	383	Gen.735
John W. Binnall et ux	Feb. 20, 1948	3138	381	Gen.736
Henry Allain et ux	April 5, 1948	3173	522	Gen.737
City of Gardner	April 14,1949	3181	438	Gen.738
Polish American Country Club	April 30,1949	3194	27	Gen.739
Joseph B. Cote et ux	May 19, 1949	3193	135	Gen.740
Leo R. Hanegan et ux	June 29, 1949	3226	43	Gen.742
First National Stores Inc.	Jan. 24, 1950	3249	31	Gen.743
Fraternal Order of Eagles	Feb. 2, 1950	3249	51	Gen.744
Peter Kulviotis	May 9, 1950	3263	256	Gen.745
Stanley Dwolis	May 9, 1950	3263	258	Gen.746
Homer E. Young et ux	May 9, 1950	3263	259	Gen.747
Walter J. Parzych et ux	May 9, 1950	3263	267	Gen.748
John W. Binnall et ux	May 9, 1950	3263	270	Gen.749
Matilda Makela	Jan. 13, 1950	3263	274	Gen.750
Matti Kauppi	Oct. 23, 1950	3306	271	Gen.751
Nichols & Stone Co.	Nov. 17, 1950	3310	575	Gen.752
Collier-Keyworth Co.	Nov. 16, 1950	3310	578	Gen.753
Gardner Housing Authority	Nov. 22, 1950	duly recorded		Gen.754

BARRE

The rights of way and easements over, across and upon certain lands situated in Barre, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Rufus C. Nourse et ux	May 24, 1927	2441	113	Gen. 20
Jacques Petrosulli et ux	July 14, 1930	2525	197	Gen. 21
Lilla L. Boutwell et al	July 18, 1930	2525	175	Gen. 22
Lillian B. Peck et al	July 17, 1930	2525	221	Gen. 23
Norma H. Lovell	Dec. 1, 1947	3106	403	Gen. 24
Henry Jodard	Jan. 16, 1933	2578	499	Gen. 25
Charles P. Stelva et ux	Jan. 16, 1933	2578	587	Gen. 26
The Barre Wool Combing Co.	Jan. 8, 1933	2578	387	Gen. 27
Miles C. Holden et ux	Feb. 14, 1940	2772	470	Gen. 28
The Barre Wool Combing Co.	Aug. 17, 1943	2895	69	Gen. 29
Mary Datukaitis	April 4, 1945	2961	354	Gen. 30
Catherine G. Brennahan	April 4, 1945	2961	355	Gen. 31
Anthony Petrilla et ux	April 6, 1945	2961	356	Gen. 32
Ludwick Hartain et ux	May 8, 1946	3004	353	Gen. 33
Mrs. Roger Seymour	May 8, 1946	3004	355	Gen. 34
John Jak et ux	June 6, 1946	3021	430	Gen. 35
August Yonick	Oct. 29, 1946	3037	161	Gen. 36
John P. Swenson et ux	Oct. 29, 1946	3037	162	Gen. 37
Hobart F. Rice et ux	April 10,1947	3055	31	Gen. 38
Russell H. Philbrick et ux	April 10,1947	3055	56	Gen. 39
Stewart R. Wells et ux	April 10,1947	3055	57	Gen.1540
Patrick J. Fogarty et ux	April 10,1947	3055	65	Gen.1541
Rosena Dahart	June 26, 1947	3089	82	Gen.1542
Henry T. Wood Sr. et ux	June 26, 1947	3089	81	Gen.1543
John Mason et ux	Oct. 24, 1947	3097	465	Gen.1544
Joseph Rossi et ux	Oct. 24, 1947	3097	467	Gen.1545
Donald Mason et ux	Oct. 24, 1947	3097	461	Gen.1546
Henry H. Levins et ux	Feb. 24, 1948	3124	457	Gen.1554
Mrs. J. R. Ellsworth	Feb. 24, 1948	3124	456	Gen.1555
Frank H. Allen et ux	Jan. 30, 1948	3124	439	Gen.1556
Mary M. Stelmokas et al	Feb. 16, 1948	3124	440	Gen.1557
Annabella Hinkley et ali	Feb. 24, 1948	3124	427	Gen.1558
Annabella Hinkley et ali	Feb. 24, 1948	3124	[illegible]	Gen.[illegible]

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[redacted]	[redacted]	[redacted]	[redacted]	Gen.1559
Grace E. Couch et al	May 11, 1948	3162	168	Gen.1560
Andrew W. Freeman et ux	June 8, 1948	3162	170	Gen.1561
G. Percy Brown et ux	Sept.17, 1948	3166	60	Gen.1562
Lewis K. Walls	May 5, 1949	3205	381	Gen.1563
Charles L. Paquin et ux	March 22,1948	3224	103	Gen.1564
Leroy M. Clark et ux	March 26,1948	3224	106	Gen.1565

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Antonio Caranci et ux	Nov. 3, 1949	3226	54	Gen.1566
John Mason et ux	May 5, 1950	3306	266	Gen.1567

ROYALSTON

The rights of way and easements over, across and upon certain land situated in Royalston, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
George H. Lemon et ux	May 10, 1928	2467	419	Gen. 40
Elliott G. Chase et ux	July 11, 1928	2477	265	Gen. 41
Walter I. Brown et ux	Jan. 22, 1938	2717	451	Gen. 42
Mary V. Cormick	July 30, 1947	3109	574	Gen. 44

RUTLAND

The rights of way and easements over, across and upon certain land situated in Rutland, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Samuel Taylor et ux	July 27, 1928	2474	354	Gen. 61
Charles T. Adamson et ux	July 18, 1928	2474	399	Gen. 62
Charles T. Adamson et ux	May 2, 1930	2524	128	Gen. 62
Matti Mattson et ux	June 29, 1931	2546	462	Gen. 63
Kosta Peter et ux	Aug. 6, 1931	2549	574	Gen. 64
Charles E. Viner et ux	April 20,1932	2563	465	Gen. 65

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Frederick W. Hiller et ux	Oct. 18, 1946	3031	42	Gen. 66
E. Dexter March et ux	Dec. 7, 1946	3039	512	Gen. 66
Gertrude Pauline Stowe et al	Aug. 5, 1936	2673	557	Gen. 67
Tauno W. Liimatainen	March 31,1944	2916	284	Gen. 69
Werner Liimatainen et ux	March 31,1944	2916	285	Gen. 70
Lemont S. Fairchild et ux	April 23, 1946	3007	126	Gen. 71
Harold W. Wood et ux	Jan. 9, 1948	3114	461	Gen. 72
Edward H. Malm et ux	July 22, 1948	3173	512	Gen. 73
Philip E. Peterson et ux	July 20, 1948	3173	517	Gen. 74
Home Building Company of Worcester, Inc.	Sept. 13,1949	3217	186	Gen. 75
Arthur M. MacLean et ux	July 6, 1950	3275	253	Gen. 76

WESTMINSTER

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The rights of way and easements over, across and upon certain land situated in Westminster, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester North District Deeds Book	Page	Number
Lizzie E. Baker	July 9, 1928	460	152	Gen. 80
Otto A. Laine et ux	April 30, 1934	512	597	Gen. 82
William W. Vitasimone et ux	June 10, 1922	393	573	Gen. 84
The Swedish Social Club	June 1, 1922	396	144	Gen. 85
Alson Narcarni et ux	May 26, 1923	396	145	Gen. 86
Matti Laitinen et ux	Oct. 1, 1946	624	409	Gen. 87
Virginia Arcangeli	Oct. 23, 1946	624	549	Gen. 88
Lauri L. Aho et ux	April 7, 1947	633	9	Gen. 89
Mary S. Daigle	June 24, 1947	639	7	Gen. 90
Mary Byron et al	June 26, 1947	639	5	Gen. 91
Augustine Olivari et ali	June 26, 1947	639	10	Gen. 92
Aime Noquin et ux	June 6, 1947	634	513	Gen. 93
Cone A. Anderhola et ux	June 18, 1947	639	3	Gen. 94
Olin C. Morrison	June 18, 1947	639	8	Gen. 95
Frederick J. Savage et ux	June 27, 1947	639	11	Gen. 96
Edward Cote et ux	June 27, 1947	639	6	Gen. 97
Arthur Brusilla	June 27, 1947	639	4	Gen. 98
Boleslaw Kotocki et ux	July 11, 1947	634	512	Gen. 99
Andrew J. Makela et ux	Sept. 30, 1947	639	295	Gen. 2000
Kauko Samuli et ux	Sept. 30, 1947	639	296	Gen. 2001
Robert W. Leach et ux	Nov. 1, 1947	642	94	Gen. 2002
John Lemsala et ux	June 5, 1947	642	95	Gen. 2003

Grantor	Date	Recorded with Worcester North District Deeds Book	Page	Number
Finnish Evangelical Lutheran Church	May 10, 1948	646	439	Gen. 2008
Walter W. Wintturi et ux	Aug. 18, 1949	659	556	Gen. 2009
Nils Nelson	May 18, 1949	671	245	Gen. 2010
Aavo Raita et ux	June 23, 1950	673	145	Gen. 2011

PETERSHAM

The rights of way and easements over, across and upon certain land situated in Petersham, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester North District Deeds Book	Page	Number
Joseph G. Cobb et ux	Aug. 4, 1923	231	212	Gen. 100
Harry E. Knowlton et ux	Dec. 26, 1918	2167	175	Gen. 101
Harold S. Barnes et ux	Dec. 27, 1918	2167	175	Gen. 102
Chester A. Ewing et ux	May 11, 1946	3004	352	Gen. 108
Louisa Brooks Jones	July 20, 1948	3141	271	Gen. 109
Robert B. Reid et ux	Aug. 23, 1948	3185	364	Gen. 110
Catharine M. Connor et ali	Nov. 4, 1948	3200	202	Gen. 111

Also the right of way and easement over, across and upon certain land situated in said Petersham which was conveyed to New Salem Electric Company by Mabel E. Beebe et al by deed dated November 14, 1925, recorded with Worcester District Deeds in Book 2446, Page 30; said New Salem Electric Company having transferred and conveyed the same to Gardner Electric Light Company by deed dated February 29, 1932, recorded with said Deeds in Book 2567, Page 277.

(Gen. 104)

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PHILLIPSTON

Certain tracts or parcels of land situated in Phillipston, Worcester County, Massachusetts, being all and the same premises which were conveyed to Gardner Electric Light Company by the following deeds:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Warner W. Bancroft	May 8, 1914	2053	317	Gen. 200
Annie T. Sybesma et al	July 10, 1934	2616	274	Gen. 201

Also the rights of way and easements over, across and upon certain lands situated in Phillipston which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
H. Frank S. Johnson et ux	Aug. 5, 1937	2705	292	Gen.202a
Charles H. Carr et ux	June 18, 1937	2705	292	Gen.202b
Robert Allison et ux	June 14, 1937	2705	293	Gen.202c
Alexander Bryant Russell et al	June 1, 1937	2705	293	Gen.202d
Martin Kuniholm et ux	Sept. 8, 1937	2705	294	Gen.202e
W. Carlton Kuniholm	July 1, 1937	2705	294	Gen.202f
Arthur L. Keith	June 14, 1937	2705	295	Gen.202g
Louise E. Fiscette et ux	June 10, 1937	2705	295	Gen.202h
Carleton Bassett et ux	June 21, 1937	2705	296	Gen.202i
Edward Buttner et ux	June 12, 1937	2705	297	Gen.202j
Daniel W. Baker	June 16, 1937	2705	297	Gen.202k
Daniel W. Baker	June 16, 1937	2705	298	Gen.202k
Daniel W. Baker	June 16, 1937	2705	298	Gen.202k
Irwin L. Fuller et ux	June 29, 1937	2705	198	Gen.202l
John Edward Jerrior Jr. et ux	Aug. 31, 1937	2705	199	Gen.202m
Elizabeth M. Leland et al	Feb. 27, 1947	3051	330	Gen.204
Hector J. Trinque	April 16,1948	3154	365	Gen.205
Theodore Johnson et ux	Feb. 10, 1948	3154	364	Gen.206
Leonard J. Brooks et ux	March 22,1948	3154	361	Gen.207
Joseph A. Tenney et ali	Feb. 8, 1948	3154	360	Gen.208
Eric L. Sandstrand	Feb. 18, 1948	3157	113	Gen.209
Eric A. Proos et ux	Feb. 16, 1948	3154	359	Gen.210
Severin B. Hendrickson et ux	Feb. 13, 1948	3154	358	Gen.211
John Holmbo et ux	Feb. 18, 1948	3154	358	Gen.212
Bruno E. Kryander et ux	Feb. 20, 1948	3154	356	Gen.213
William S. Hankes et ux	Feb. 11, 1948	3154	355	Gen.214
Lauri Hakkonen et ux	Feb. 20, 1948	3154	353	Gen.215
Leon J. Valiton	Feb. 20, 1948	3154	352	Gen.216

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Frank T. Parrish et ux	Feb. 13, 1948	3154	340	Gen. 217
Elvene Taylor	Feb. 11, 1948	3154	339	Gen. 218
Theodore J. Hoglund et ux	Feb. 11, 1948	3154	339	Gen.219
Henry H. Nyman et ux	Feb. 17, 1948	3154	335	Gen. 220
Joseph J. Horse et ux	Feb. 12, 1948	3154	334	Gen. 221
Erik Gustav Hedstrom et ux	Feb. 10, 1948	3154	332	Gen. 222
Theodore J. Hoglund et ux	Feb. 11, 1948	3162	153	Gen. 223
Arthur J. Hakkarainen	Feb. 20, 1948	3162	164	Gen. 224
Annie A. Swedberg	Feb. 10, 1948	3162	167	Gen. 225

OAKHAM

The rights of way and easements over, across and upon certain lands situated in Oakham, Worcester County, Massachusetts, which were conveyed to Gardner

Electric Light Company by the following instruments:

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Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Norton F. Lincoln et ux	Dec. 1, 1928	2487	576	Gen. 280
Eugene Saunders	Dec. 1, 1928	2487	575	Gen. 281
John Robinson et ux	Dec. 1, 1928	2487	575	Gen. 282
Robert C. Dwelly et ux	Dec. 1, 1928	2487	576	Gen. 283
Mason S. Dean et ux	Dec. 1, 1928	2487	577	Gen. 284
Henry U. Crawford et ux	Dec. 1, 1928	2487	577	Gen. 285
Walter A. Woodin et ux	Dec. 31, 1928	2487	578	Gen. 286
Sara R. Butler	Dec. 30, 1932	2578	388	Gen. 287
Carl M. Fritze	May 8, 1941	2835	207	Gen. 288
Charles H. Wilder	June 4, 1946	3006	113	Gen. 289
Francis V. Brennan et ux	June 17, 1946	3011	305	Gen. 290
Elmer V. Newton et ux	June 5, 1947	3079	317	Gen. 291

HUBBARDSTON

The rights of way and easements over, across and upon certain land situated in Hubbardston, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Saima Ahola	Dec. 13, 1946	3039	504	Gen. 343
Royal R. White	April 26, 1947	3071	519	Gen. 344
Waino Hakkinen et ux	April 26, 1947	3071	518	Gen. 345
Frans Victor Sipila et ux	March 20, 1948	3135	159	Gen. 352
William Subewics	Feb. 19, 1948	3149	425	Gen. 353

NEW SALEM

The rights of way and easements over, across and upon certain lands situated in New Salem, Franklin County, Massachusetts, which were conveyed to the New Salem Electric Company by the following instruments:

Grantor	Date	Recorded with Franklin Registry of Deeds Book	Page	Number
Alfred L. Boudry	Feb. 6, 1926	732	231	Gen. 400
Mary E. Phillips et al	Nov. 13, 1925	732	228	Gen. 401
Edwin A. Goodnow et ux	Nov. 6, 1925	732	227	Gen. 402
George A. Hager et ux	Jan. 15, 1926	732	229	Gen. 403
George A. Hager et ux	May 14, 1929	766	80	Gen. 403
Elisha Munsell	June 29, 1926	732	233	Gen. 404
Leo R. McGinnis et ux	Jan. 15, 1926	732	230	Gen. 405
Louis A. Nelson	Feb. 13, 1926	732	232	Gen. 406
Rachel Sampson	Sept. 9, 1926	732	234	Gen. 407
Walter H. Bliss et ali	Jan. 12, 1929	756	288	Gen. 408
Thomas F. Reddy	Aug. 24, 1928	751	146	Gen. 409

The New Salem Electric Company transferred and conveyed the above described rights of way and easements to Gardner Electric Light Company by deed dated Feb. 29, 1932, recorded with Franklin Registry of Deeds in Book 780, Page 80.

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Also the rights of way and easements over, across and upon certain lands situated in said New Salem which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Franklin Registry of Deeds Book	Page	Number
Morgan Memorial Co-operative Industries and Stores, Inc.	Dec. 12, 1946	901	399	Gen. 410
Stuart H. Robbins et ux	Dec. 27, 1946	901	400	Gen. 411
Ruth MacGregor	Nov. 26, 1946	905	6	Gen. 412
William Bullard et ali	Feb. 12, 1947	905	81	Gen. 413
Gertrude M. Perry	June 5, 1947	915	152	Gen. 415
Louis M. Wetherby et ux	June 5, 1947	915	153	Gen. 416
Henry D. Freeman et ux	June 5, 1947	915	154	Gen. 417
Norman H. Haney et ux	June 5, 1947	915	155	Gen. 418
Mildred F. Flye et al	June 5, 1947	915	156	Gen. 419
Chellis S. Hersey et ux	July 9, 1947	915	157	Gen. 420
William W. Hamilton et ux	Sept. 9, 1947	905	289	Gen. 421
William W. Hamilton et ux	July 22, 1947	905	288	Gen. 421
Newton S. Sweesey	June 22, 1948	914	356	Gen. 422
Norman W. Flye et ux	Aug. 19, 1949	941	36	Gen. 423

TEMPLETON

Certain tracts or parcels of land situated in Templeton, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
James Meagan	Jan. 15, 1932	2558	192	Gen. 501
H. H. & F. Furniture Co.	Aug. 24, 1937	2703	378	Gen. 503a
Athol Co-operative Bank	Aug. 25, 1937	2703	419	Gen. 503b

Property numbered Gen. 501 is subject to flowage deed to the United States of America, dated July 2, 1943, and property numbered Gen. 503b is also subject to flowage deed to United States of America dated July 2, 1943.

Also the right of way and easement over, across and upon certain land situated in said Templeton which was conveyed to the Gardner Electric Light Company by A. L. Adams Paper Company by deed dated June 10, 1937, recorded with Worcester District Deeds in Book 2698, Page 54.

(Gen. 502)

SHUTESBURY

The rights of way and easements over, across and upon certain land situated in Shutesbury, Franklin County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Franklin Registry of Deeds Book	Page	Number
Paul H. Hanley et ali	Sept. 3, 1937	820	317	Gen. 600
Robert J. Decker et ali	Sept. 6, 1938	828	183	Gen. 601
William E. Gass Jr. et ux	June 23, 1948	924	57	Gen. 602
Olon K. Watson et ali	April 9, 1948	917	390	Gen. 603
Anna Bangle et al	July 15, 1948	924	56	Gen. 604
Eugene H. Holden et ux	July 18, 1949	938	455	Gen. 605
Harriet E. Ames	July 14, 1950	953	94	Gen. 606
Raymond J. Scanlon et ux	Oct. 24, 1949	954	397	Gen. 607

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NEW BRAINTREE

The rights of way and easements over, across and upon certain land situated in New Braintree, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Lester Knight et ux	May 8, 1941	2824	572	Gen. 1000
Marcel Wisnewski et ux	May 8, 1941	2824	572	Gen. 1001
Anna G. Adams et ali	July 17, 1941	2827	165	Gen. 1002
Irene H. Pierce et al	Feb. 28, 1944	2912	286	Gen. 1003
Edwin L. Griswold et ux	Feb. 28, 1944	2912	282	Gen. 1004
Andrew J. Loux et ux	March 19, 1947	3079	317	Gen. 1005
Andrew J. Loux et ux	March 19, 1947	3079	316	Gen. 1005
Harrood A. Howland	May [illegible], 1949	3182	501	Gen. 1006

HARWICK

The rights of way and easements over, across and upon certain land situated in Harwick, Franklin County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Franklin Registry of Deeds Book	Page	Number
Arthur F. Iverson et ux	July 22, 1946	901	111	Gen. 1200
Fred R. Lincoln et ux	Oct. 2, 1946	901	397	Gen. 1201
William H. Copeland et ux	Nov. 14, 1946	904	33	Gen. 1202
Peter G. Dunckler et al	Nov. 14, 1946	904	34	Gen. 1203
Edward H. Morgan et al	Nov. 14, 1946	904	35	Gen. 1204
Charles L. Shaw et al	Nov. 14, 1946	904	36	Gen. 1205
Charles L. Shaw et al	Nov. 14, 1946	904	37	Gen. 1205
George D. Sheppardson et ux	Nov. 14, 1946	904	38	Gen. 1206
Bertha J. Coe	July 22, 1947	915	158	Gen. 1207
Harold J. Stone et ux	July 25, 1947	915	159	Gen. 1208
Hendick J. Knudtson et al	May 20, 1948	923	310	Gen. 1210
Roy Barber	April 26, 1948	923	313	Gen. 1211
Oscar A. Anderson et al	April 26, 1948	923	312	Gen. 1212
Ray G. Barber	April 5, 1948	923	311	Gen. 1213
Marguerite M. Doane et al	Nov. 9, 1948	938	294	Gen. 1214

WINCHENDON

The rights of way and easements over, across and upon certain land situated in Winchendon, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
John A. Andrew et ux	Feb. 20, 1946	3026	51	Gen. 1400
Francis D. Maleski et ux	Jan. 26, 1948	3124	456	Gen. 1401

ATHOL

The right of way and easement over, across and upon certain land situated in Athol, Worcester County, Massachusetts, which was conveyed to Gardner Electric Light Company by George W. Jordan et ux by deed dated April 29, 1948, and recorded with Worcester District Deeds in Book 3157, Page 331.

(Gen. 2401)

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PAXTON

The right of way and easement over, across and upon certain land situated in Paxton, Worcester County, Massachusetts, which was conveyed to Gardner Electric Light Company by Home Building Company of Worcester, Inc., by deed dated September 13, 1949 and recorded with Worcester District Deeds in Book 3217, Page 186.

(Gen. 2501)

SECTION V

RAINTRYSVILLE TAP

The rights of way and easements over, across and upon certain lands situated in Templeton, Worcester County, Massachusetts, which were conveyed to Gardner Electric Light Company by the following instruments:

Grantor	Date	Recorded with Worcester District Deeds Book	Page	Number
Florence H. Baxter	Oct. 7, 1950	3305	240	R.T. 1
Florence H. Baxter	Nov. 10, 1950	3310	566	R.T. 1'
Rena Ray	Oct. 6, 1950	3306	243	R.T. 2
Gardner Brick Company	Nov. 24, 1950	3309	363	R.T. 3
Edward F. Symons et ux	Nov. 15, 1950	3310	567	R.T. 5

Reference being hereby made to the aforementioned deeds for a more specific or particular description of the premises, rights and easements hereby conveyed.

Together with all buildings, structures, towers, poles, cross-arms, wires, insulators, guys, guy wire and any other equipment, appliances or appurtenances thereon or therewith connected.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging to the said WORCESTER COUNTY ELECTRIC COMPANY and its successors and assigns, to its and their own use and behoof forever.

The WORCESTER COUNTY ELECTRIC COMPANY, by the acceptance of this deed does hereby confirm that under said merger all the lawful debts, obligations and liabilities of the GARDNER ELECTRIC LIGHT COMPANY existing and outstanding as of the date hereof are now the debts, obligations and liabilities of the merged company.

This instrument is executed in three counterparts, each of which shall be deemed an original; and such counterparts shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the GARDNER ELECTRIC LIGHT COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Alfred W. Smith, its Vice President, and by B. Edward Zinn, 8380 199

its Assistant Treasurer, being thereunto duly authorized this 26th day of February, 1951.

GARDNER ELECTRIC LIGHT COMPANY

By [signature]
Vice President

By [signature]
Asst Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. February 2, 1951

Then personally appeared the above named Alfred W. Smith and B. Edward Zinn and acknowledged the foregoing instrument to be the free act and deed of Gardner Electric Light Company, before me,

[signature]
Notary Public
Albert V. Coleman

Recorded Feb. 27, 1951 at 9h. A. M.

PROPERTY FIELD CARD

Property Location PEARL ST
Vision ID 6264
Account #
Map ID W27/ 1/ 11/ /
Bldg # 1
Bldg Name
Sec # 1 of 1
Card # 1 of 1
State Use 3900
Print Date 1/3/2019 9:38:08 PM

CURRENT OWNER

MASS ELEC CO

C/O PROPERTY TAX DEPT
40 SYLVAN RD
WALTHAM MA 02451-2286

TOPO | **UTILITIES** | **STRT / ROAD** | **LOCATION**

SUPPLEMENTAL DATA

Alt Prcl ID
Sub-Div
Photo
Ward
Prec.
GIS ID M_161226_926089
Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
COM LAND	3900	74,800	74,800
Total		74,800	74,800

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GARDNER, MA

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
MASS ELEC CO	03320	0188				0	

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2019	3900	74,800	2018	3900	74,800	2017	3900	71,200
	Total	74800		Total	74800		Total	71200

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

NOTES

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	74,800
Special Land Value	0
Total Appraised Parcel Value	74,800
Total Appraised Parcel Value	74,800

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpose/Result
04-08-1981					

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj.	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value
1	3900	Vac Land Dev	R2		60,000	SF	1.21	1.00000	A	1.00	C1	1.000		1.0000	1.21	72,600
1	3900	Vac Land Dev	R2		0.540	AC	4,000.00	1.00000	0	1.00		1.000		1.0000	4,000.00	2,200
				Total Card Land Units	1.917	AC		Parcel Total Land Area:	1.9174						Total Land Value	74,800

Property Location PEARL ST
Vision ID 6264 Account #
Map ID W27/ 1/ 11/ /
Bldg # 1
Bldg Name
Sec # 1 of 1 Card # 1 of 1
State Use 3900
Print Date 1/3/2019 9:38:08 PM

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade.		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
3900	Vac Land Dev	100
		0
		0

COST / MARKET VALUATION

RCN	0
Year Built	0
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	0
Economic Obsol	0
Trend Factor	1
Condition	
Condition %	0
Percent Good	
RCNLD	0
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

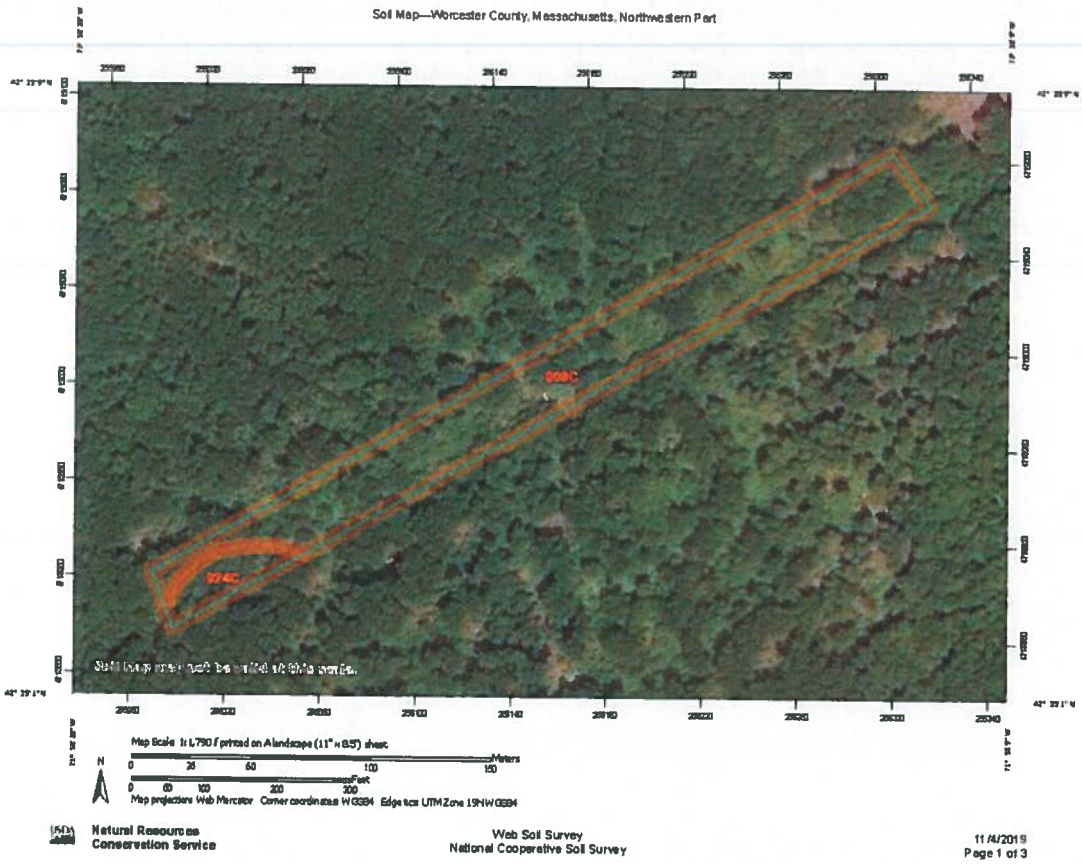
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Tll Gross Liv / Lease Area	0	0	0		0

SOIL MAP


Soil Map—Worcester County, Massachusetts, Northwestern Part
Map Scale: 1:1,790 if printed on A landscape (11" x 8.5") sheet.
Meters
Feet
Natural Resources Conservation Service
Web Soil Survey
National Cooperative Soil Survey
11/4/2019
Page 1 of 3

Soil Map—Worcester County, Massachusetts, Northwestern Part

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:25,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Worcester County, Massachusetts, Northwestern Part
Survey Area Data: Version 13, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 18, 2019—Jul 9, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/4/2019
Page 2 of 3

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
908C	Becket-Skerry association, 0 to 15 percent slopes, extremely stony	2.1	90.9%
924C	Tunbridge-Lyman-Berkshire association, 3 to 15 percent slopes, extremely stony	0.2	9.1%
Totals for Area of Interest		**2.3**	**100.0%**

CITY OF GARDNER ZONING ORDINANCE EXCERPTS

CITY OF GARDNER
MASSACHUSETTS

ZONING ORDINANCE

Ordained by the City Council – February 6, 2006
Approved by the Mayor – February 7, 2006

As Amended through March 5, 2012

Disclaimer: This is an unofficial copy of the Zoning Ordinance. Official copies may be obtained from the City Clerk.

SECTION 4 USE REGULATIONS

410 PERMITTED USES IN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DISTRICTS

In Residential, Commercial and Industrial Districts, no building or structure shall be erected or used and no premises shall be used except as set forth in the table of use regulations herein and in accordance with the following notations:

P - Permitted Use
SP - Use allowed under Special Permit
NP – Not Permitted/Prohibited Use

Permitted uses and uses allowed by Special Permit from either the Zoning Board of Appeals, Planning Board or the City Council shall be in conformity with the provisions of Section 1180 Special Permits and shall not be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, dust, glare, odor, fumes, smoke, gas, sewage, refuse, noise, vibration or danger of explosion or fire.

See Section 1010 Site Plan Review for applicability of site plan review.

415 TABLE OF USES

Description of Use	Single Family RES. 1	Rural RES. 2	General RES. 3	COMM. 1	COMM. 2	IND. 1	IND. 2
Residential Uses							
1. Single Family detached dwelling	P	P	P	P	NP	NP	NP
2. Single Family detached dwelling for personnel required for safe operation of a permitted use	NP	NP	NP	NP	NP	P	P
3. Two family dwelling	P	SP	SP	NP	NP	NP	NP
4. Three or four family dwellings	NP	SP	SP	SP	NP	NP	NP
5. Multifamily dwelling	NP	NP	SP	SP	NP	NP	NP
6. Hotel/Motel	NP	SP	NP	P	P	SP	SP
7. Rooming house	NP	SP	SP	SP	NP	NP	NP
8. Bed and Breakfast	SP	SP	SP	SP	NP	NP	NP
9. Assisted living facility	NP	SP	SP	SP	SP	SP	SP
10. Open Space Residential Development	NP	SP	NP	NP	NP	NP	NP
General and Institutional Uses							
11. Agricultural use – non-exempt	SP	P	SP	SP	SP	SP	SP
12. Agricultural use – exempt	P	P	P	P	P	P	P
13. Commercial greenhouses-any greenhouse operation where there is more than 200 square feet of gross floor area	SP	SP	SP	SP	SP	SP	SP
14. Farmstand, non-exempt	NP	SP	NP	P	NP	NP	NP
15. Use of land or structures for religious purposes	P	P	P	P	P	P	P
16. Schools–public, religious, sectarian or private	P	P	P	P	P	P	P
17. Colleges and dormitories accessory thereto	P	P	P	P	P	P	P
18. Child care facility	P	P	P	P	P	P	P
19. Adult social day care facility	SP	SP	SP	SP	SP	SP	SP
20. Hospital, sanitarium, nursing, rest or convalescent home	SP	SP	SP	SP	SP	SP	SP
21. Human service program operated out of a residential structure	P	P	P	P	P	P	P
22. Library, museum, art gallery	SP	P	P	P	P	NP	NP
23. Civic center	NP	SP	NP	SP	SP	NP	NP
24. Municipal use	P	P	P	P	P	P	P
25. Essential services	NP	SP	SP	P	P	P	P

Description of Use	Single Family RES. 1	Rural RES. 2	General RES. 3	COMM. 1	COMM. 2	IND. 1	IND. 2
26. Country or tennis club, lodge building or other non-profit social, civic, conservation, or recreational use	NP	P	P	P	P	NP	NP
27. Cemetery	NP	SP	NP	NP	NP	NP	NP
28. Earth moving and alteration	See Section 1060						
Business Uses							
29. Mixed use	SP	NP	SP	P	NP	NP	NP
30. Professional office	NP	NP	NP	P	P	NP	NP
31. Professional office or studio within the principal building of a residence	NP	NP	SP	P	P	NP	NP
32. Office building	NP	NP	NP	P	P	P	P
33. Home occupation	P	P	P	P	NP	NP	NP
34. Convenience retail	SP	NP	SP	P	P	SP	SP
35. Retail Store up to 15,000 s.f.	NP	NP	NP	P	P	NP	NP
36. Retail Store over 15,000 s.f.	NP	NP	NP	SP	SP	SP	NP
37. Bank or other financial institution	NP	NP	NP	P	P	P	NP
38. Craft, consumer, personal service establishment dealing directly with the general public	NP	NP	NP	P	P	P	NP
39. Undertaking establishment or funeral home	NP	SP	SP	P	P	NP	NP
40. Motor vehicle light service	NP	NP	NP	SP	SP	SP	NP
41. Salesroom for motor vehicles, trailers, boats, farm implements, or machinery with repair services and storage permitted	NP	NP	NP	NP	P	P	NP
42. Motor vehicle general repairs	NP	NP	NP	NP	SP	P	NP
43. Motor vehicle body repair, soldering or welding shop	NP	NP	NP	NP	SP	P	SP
44. Restaurant	NP	SP	NP	P	P	P	NP
45. Restaurant, fast food including appurtenant structures to provide drive-thru or drive-in services.	NP	NP	NP	NP	SP	NP	NP
46. Restaurant serving food or beverages with live or mechanical entertainment	NP	SP	NP	SP	P	NP	NP
47. Wholesale office or showroom, with storage limited to floor samples only	NP	NP	NP	P	P	P	P
48. Wholesale office or showroom with storage permitted on property	NP	NP	NP	SP	P	P	P
49. Indoor amusement or recreational place or place of assembly provided that the building is so insulated and maintained as to confine noise to the premises and is located not less than one hundred feet from a residential district	NP	NP	NP	P	P	NP	NP
50. Commercial clubs and/or recreational establishments such as swimming pools, tennis courts, ski clubs, camping areas, skating rinks or other commercial facilities offering outdoor recreation	NP	SP	NP	P	P	NP	NP

Description of Use	Single Family RES. 1	Rural RES. 2	General RES. 3	COMM. 1	COMM. 2	IND. 1	IND. 2
51. Public or commercial outdoor amusement or recreation use but not including outdoor movie theater	NP	NP	NP	NP	P	P	NP
52. Bus station or terminal or railroad station for passengers	NP	NP	NP	P	P	P	NP
53. Transport terminal	NP	NP	NP	NP	NP	P	P
54. Contracting business and contractor's yard including storage in the open.[1]	NP	NP	NP	NP	SP	P	NP
55. Drive-thru or drive-in business and appurtenant structures for any use permitted use excluding fast food restaurants and convenience retail	NP	NP	NP	SP	SP	SP	NP
56. Animal clinic or veterinary hospital	NP	SP	NP	NP	P	P	NP
57. Commercial kennel	NP	SP	NP	NP	NP	NP	NP
58. Printing or publishing establishment	NP	NP	NP	P	P	P	P
59. Adult uses	NP	NP	NP	NP	NP	NP	SP
Industrial Uses							
60. Light manufacturing using electric power only and causing no external disturbances to abutters	NP	NP	NP	SP	SP	P	P
61. Telegraph, telephone and express offices, radio, television and film broadcasting studios	NP	NP	NP	P	P	P	P
62. Warehouse and storage facilities including storage in the open.[2]	NP	NP	NP	NP	NP	P	P
63. Converting, fabricating, manufacturing, altering, finishing and/or assembling	NP	NP	NP	NP	NP	P	P
64. Scientific or research laboratory	NP	NP	NP	NP	SP	P	P
65. Distributorships dealing with commercial and industrial supplies	NP	NP	NP	NP	SP	P	P
66. All other industrial uses not expressly referred to above or not expressly prohibited	NP	NP	NP	NP	NP	SP	SP
Accessory Uses							
67. In-Law apartment within a single-family dwelling	P	P	P	P	NP	NP	NP
68. In-Law apartment in a detached structure	SP	SP	SP	SP	NP	NP	NP
69. Family Day Care Home, Small	SP	P	P	P	SP	SP	SP
70. Family Day Care Home, Large	SP	SP	SP	SP	SP	SP	SP
71. Customary home occupation	P	P	P	P	NP	NP	NP

[1] Storage in the open shall be screened from public view. The preferred method of such screening shall be a landscaped arrangement of plantings; if this is not feasible, opaque fencing shall be used

[2] Storage in the open shall be screened from public view. The preferred method of such screening shall be a landscaped arrangement of plantings; if this is not feasible, opaque fencing shall be used

Description of Use	Single Family RES. 1	Rural RES. 2	General RES. 3	COMM. 1	COMM. 2	IND. 1	IND. 2
72. Free-standing aerial antenna towers and Wind Energy Conversion Systems.	NP	NP	NP	NP	NP	SP	SP
73. Land uses accessory to scientific development or production	NP	SP	NP	SP	SP	SP	SP

Prohibited industrial uses.

74. Acetylene gas, cyanide compound or oxygen manufacture.
75. Asphalt manufacture or refining.
76. Chlorine or bleaching powder manufacture.
77. Creosote manufacture.
78. Distillation of coal or wood.
79. Drop forge shop.
80. Explosives, fireworks, or ammunition manufacture.
81. Gypsum, cement, plaster, or plaster of paris manufacture.
82. Incineration, reduction or dumping of offal, garbage or refuse on a commercial basis (except where controlled by the City)
83. Junk yard, junk storage, scrapping of autos and parts and the salvage thereof.
84. Linoleum manufacture.
85. Match manufacture. Fertilizer manufacture.
86. Fumigation plants.
87. Glue or size manufacture from fish or animal offal.
88. Storage, collection, treatment, burial, incineration or disposal of radioactive wastes, including but not limited to low level waste.

620 TABLE OF LOT, AREA, FRONTAGE, YARD, AND HEIGHT REQUIREMENTS[1]

	MINIMUM LOT DIMENSIONS		MINIMUM YARD DIMENSIONS IN FEET[2]			MAXIMUM HEIGHT OF BUILDING		MAXIMUM % BLDG. COVERAGE INCLUDING ACCESSORY BUILDING	% OPEN SPACE REQUIRED
	AREA SQUARE FEET	FRONTAGE IN FEET	FRONT	SIDE	REAR	STORIES	FEET		
SINGLE FAMILY RESIDENTIAL 1	12,500	100	30	15	20	3	36	30%	
RURAL RESIDENTIAL 2	60,000	150	30	20	40	3	36	25%	
GENERAL RESIDENTIAL 3	8,000	75	20	10	20	3	36	65%	
Multifamily Use	3,500/unit	75	30	20	20	3	36	30%	40%
COMMERCIAL 1	10,000	80	10	10	20	5	60	30%	
Multifamily Use	2,500/unit	80	30	20	20	3	36	30%	40%
COMMERCIAL 2	30,000	100	30	20	30	4	48	50%	
INDUSTRIAL 1	10,000	80	10	10	20 5[3]	7	84	65%	
INDUSTRIAL 2	30,000	150	40	20	30 5[3]	7	84	50%	

1. See Infill Development (Section 630), Overlay Districts and Planned Unit Developments (Section 5) Special Residential (Section 8) and Supplemental (Section 10) regulations for applicable dimensional requirements pursuant to special conditions.
2. No accessory building or structure shall be located within the required front yard area. No accessory building shall be located in any side yard area nearer to the side lot line than five feet, or in a rear yard area nearer to the rear lot line than five feet, or nearer to another principal or accessory building than five feet.
3. Where the rear lot line in such zones abuts a rail track, the REAR SETBACK shall be reduced to five (5) feet. (8/6/2007)

COMPARATIVE SINGLE-FAMILY HOME PRICES

AVERAGE AREA HOME PRICES

Town	2018	No. of Sales	Diffference	2017-18 New Construction 2000-2500 SF	No. of Sales	Difference
Gardner	$206,872	237	0.00%	$307,042	12	0.00%
Charlton	$309,850	146	49.78%	$395,792	16	28.90%
Grafton	$427,536	194	106.67%	$535,420	13	74.38%
Holden	$375,002	301	81.27%	$463,488	31	50.95%
Hubbardston	$270,723	55	30.86%	$338,825	4	10.35%
Petersham	$288,940	15	39.67%	$290,000	1	-5.55%
Ware	$185,711	101	-10.23%	$272,400	12	-11.28%

QUALIFICATIONS OF KENNETH J. CROFT III, ESQ.

Real Estate Appraiser and Consultant

Kenneth Croft has been a real estate appraiser and consultant since 1984. Mr. Croft has wide experience in the appraisal of real estate that ranges from multi-million dollar oceanfront estates and residential land suitable for subdivision, to apartment buildings, shopping centers, office buildings, industrial buildings, and mill complexes, as well as land suitable for commercial development. Geographically, Mr. Croft has worked in each of the six New England states, as well as in New York and beyond.

Notable projects in which Mr. Croft participated include the valuation of a large portfolio of shopping centers for two different ownership groups; valuation and consulting work for a large agricultural landowner seeking to develop its excess land; and the valuation of developable land in a Cape Cod resort suitable for a wide variety of types of development. Over many years, Mr. Croft acted as a real estate consultant to the Archdiocese of Boston, giving advice on the reuse of former schools and convents, as well as negotiating leases with prospective tenants of these facilities.

Prior to joining The Foster Company, Mr. Croft worked for Coleman & Sons Appraisal Group and specialized in appraisal work for litigation purposes. Throughout his career, he has been active in litigation strategy and support. As an expert in appraisals for litigation, he has valued properties involved in partial as well as full takings for eminent domain; and has valued the leasehold, leased fee, and fee simple interests in a variety of properties. His combination of skills as a lawyer and appraiser, with over 30 years of hands-on experience, provides exceptional client service and performance.

EDUCATION

Boston College – BA Political Science and Economics, 1980
Suffolk University - Juris Doctorate, 1984
Numerous courses offered by the Massachusetts Board of Real Estate Appraisers and the Appraisal Institute

PROFESSIONAL EXPERIENCE

Qualified as an expert in Norfolk and Middlesex Superior Courts, United States Bankruptcy Court, Massachusetts Appellate Tax Board, the American Arbitration Association

PROFESSIONAL AFFILIATIONS

Foster Appraisal & Consulting Co., Inc. – Vice President, Appraiser, Consultant
Massachusetts General Real Estate Appraiser #3579
State Certified Affiliate of the Massachusetts Board of Real Estate Appraisers

OUR COMPANY

The Foster Company, specialists in real estate appraising and consulting, has provided services on more than 13,000 real estate projects. Founded in 1925, we have assisted a variety of clients including banks, mortgage companies, utilities, residential and commercial developers, hospitals, federal and state agencies, municipal governments, and more.

Through recessions, market shifts, and fluctuations we have maintained an impressive track record by following the fundamentals established through more than 90 years in the real estate business. We have developed the depth and breadth to complete appraisal and consulting projects effectively, from start to finish.

Our professional staff are seasoned problem solvers. We work as a team, drawing upon extensive knowledge of the real estate marketplace based on years of hands-on experience in valuations, land and property development, property management, insurance, project financing, syndication, and commercial and industrial brokerage. Additionally, we have received designations from the most respected organizations in the industry.

When you work with The Foster Company, you work with experts.

OUR SERVICES

Real Estate Appraisal & Valuation

We provide a complete range of real estate valuation services to meet your specific appraisal needs. From overview reports to in-depth, comprehensive studies, we give you the facts - and the no-nonsense interpretations of them - that enable you to make sound real estate decisions.

Real Estate Counseling

Our experience in all aspects of the real estate business since 1925 has provided us with the detailed knowledge required to answer the most complex or unique consulting questions. We provide the full range of real estate services on an hourly or flat fee arrangement.

The Foster Company provides innovative concepts and workable, profitable solutions for a variety of real estate related projects. Listed below are samples of the services we deliver. See our Scope of Services for additional areas covered.

- Acquisition and Disposition
- Development and Urban Reuse
- Environmental Contamination
- Feasibility and Market Studies
- Investment Analysis
- Marketing
- Preservation
- Waterfront Property Issues

Expert Witness and Litigation Support

For more than 60 years, The Foster Company has been involved in real estate valuation and consulting work for litigation and other actions requiring an expert witness. We have built on that foundation with an expert staff and litigation support services that are second to none.

When preparing a case for court or other arenas where real estate interests are contested, we apply the greatest skill, care, and focus to ensure our client's success. Our background in brokerage, development, management, finance, and insurance gives us the hands-on experience that creates convincing testimony. Our cases are presented with the confidence that comes from having lived the business. Our appraisal and consulting services provide far more than sideline advice. You can count on The Foster Company.

SCOPE OF SERVICES

APPRAISAL SERVICES

Ad Valorem Taxes
Business Valuations
Corporate Mergers
Development Rights
Estates
Gifts
Insurable Value
Market Value
Mortgages
Rental Value
Resyndication
Reviewing
Tax Base

COMMUNITY SERVICES

Conservation
Downtown Revitalization
Eminent Domain
Feasibility
Housing Programs
Industrial Development
Urban Renewal

COUNSELING

Acquisition
Assessments
Development
Disposition
Financing
Leasebacks
Market Studies
Planning
Problem Solution
Workouts

INVESTMENT ANALYSIS

Assessment Ratios
Cash Flow
Economic Feasibility
Income Projections
Investment Yield
Physical Inspection
Rehabilitation Feasibility

LAND DEVELOPMENT

Agricultural Preservation
Economic Analysis
Highest and Best Use Study
Land Use & Marketability
Market Planning
Site Analysis
Zoning

PARTIAL LIST OF CLIENTS SERVED

COMMERCIAL & INDUSTRIAL

Acro-Matic Plastics
Aggregate Industries
Boston & Maine Railroad
Brox Industries
Bruel Kjaer Instrument
CSX Corporation
Duncan Galvanizing Corporation
Exxon Corporation
Georgia Pacific Paper Company
Meditech
Mobil Oil Corporation
National Grid
Oldcastle Inc.
Osram Sylvania Inc.
Pan Am Railways
Pan Am Systems
Pinetree Power
Pinsley Railroad Company
Radiant Technologies, Inc.
Renovator's Supply
Republic Services Inc. (AKA Allied Waste)
Schnitzer Steel Industries
Shell Oil Company
Sprague Energy
SPS New England
Unisorb Corporation
Unitil

GENERAL

AECOM Technology Corporation
Assumption College
Core Investments
Economics Research Association
Gutierrez Company
Heywood Hospital
John M. Corcoran & Company
J.M. Forbes & Company
Lincoln Foundation
Louis Berger Group
Massachusetts Housing Partnership
Merrimack College
Milford Regional Medical Center
Montachusett Regional Transit Authority
National Development
Nordblom Company
On-Site Insight
Orchard Hills Athletic Club
Professional Loss Adjusters
Roman Catholic Diocese
The Skating Club of Boston
Spectrum Health Systems
State Street Development Company of Boston.
Storage USA
Tetra Tech
Toyota Financial Services
Trammell-Crow Company
University of Massachusetts
Whittier Rehabilitation Hospital
Winn Development LLC

LAND PRESERVATION

Buzzards Bay Coalition
Dartmouth Natural Resources Trust
Massachusetts Audubon Society
Mt. Grace Land Conservation Trust
National Trust for Historic Preservation
The Nature Conservancy
New England Forestry Foundation
Sudbury Valley Trustees
The Trust for Public Land
The Trustees of Reservations
Walden Woods Project
Westport Land Conservation Trust
Wildlands Trust

Numerous State and Municipal Conservation Entities

FINANCIAL

Ally Bank
Arbor Commercial Mortgage
Arlington Trust Financial Services
AT & T Capital Corporation
Avidia Bank
Bank of America
Bank of New Hampshire
Bay State Savings Bank
Berkshire Bank
BlueHub Capital
Cambridge Realty Capital
Citizens Bank
Clinton Savings Bank
Commonwealth National Bank
Country Bank
Crum & Forster Insurance Company
Eastern Bank
Enterprise Bank
Federal National Mortgage Association
Fidelity Bank
Fiduciary Trust Company
First Financial Trust
GE Commercial Finance
Hanscom Federal Credit Union
Independence Bank
Israel Discount Bank of New York
JP Morgan Chase Bank
Main Street Bank
National Credit Union Administration
North Shore Bank
Northwestern Mutual
People's United Bank
Pioneer Bank
PNC Bank
Rockland Trust
Rockport Mortgage Corporation
Red Mortgage Capital
Rollstone Bank & Trust
Santander Bank
State Street Bank & Trust Company
TD Bank
Wainwright Bank
Webster First Federal Credit Union

LEGAL

Bowditch & Dewey
Brody, Hardoon, Perkins & Kesten, LLP
Burwick & Dynice, P.C.
Canty Law Group
Choate Hall & Stewart LLP
Cohen Kinne Valicenti Cook
Erb and Southcotte
Flick Law Group, P.C.
Foley Hoag LLP
Giarrusso Norton Cooley & McGlone, P.C.
Goodwin
Greenbaum, Nagel, Fisher & Paliotti LLP
Greenberg Traurig, LLP
Hinckley Allen
John S. Leonard Law
Joseph D. Early Jr., Esq,
KP Law, P.C.
Law Office of Mark E. Burke
Law Office of Peter E. Flynn
Lynch Desimone & Nylen
MA Office of the Attorney General
McDermott Will and Emery
The McLaughlin Brothers, P.C.
Menard & Walsh, LLC
Moses Smith, Markey & Walsh
Mountain, Dearborn & Whiting LLP
Norman, Hanson & DeTroy, LLC
O'Connor and Ryan, P.C.
Prevett & Prevett LLP
Rackemann, Sawyer & Brewster
Riemer & Braunstein LLP
Ropes & Gray LLP
Ryan Faenza Cataldo LLC
Sullivan & Worcester LLP
Todd & Weld LLP

PARTIAL LIST OF CLIENTS SERVED: GOVERNMENT

FEDERAL

Federal Aviation Administration
Federal Deposit Insurance Corporation
General Services Administration
National Park Service
Small Business Administration
US Army Corps of Engineers
US Dept. of Housing & Urban Development
US Postal Service

MASSACHUSETTS

CEDAC
Department of Conservation & Recreation
Department of Fisheries & Wildlife
Department of Food & Agriculture
Department of Housing & Community Development
Department of Transportation
Massachusetts Bay Transportation Authority
Massachusetts Development Finance Agency
Massachusetts Housing Finance Agency
Massachusetts Housing Investment Corporation
Massachusetts Port Authority
Massachusetts Water Resources Authority
Office of the Attorney General

MASSACHUSETTS CITIES AND TOWNS

Acton
Ashby
Ashland
Auburn
Ayer
Barnstable
Bellingham
Berlin
Beverly
Bolton
Boston
Boxborough
Boxford
Bridgewater
Brookline
Cambridge
Carlisle
Chelmsford
Chelsea
Clinton
Dartmouth
Devens
Dracut
Everett
Fall River
Falmouth
Fitchburg
Gardner
Grafton
Greenfield
Groton
Harvard
Holliston
Ipswich
Leominster
Lexington
Lincoln
Lowell
Lunenburg
Malden
Marlborough
Marshfield
Medfield
Medford
Middleborough
Milton
Nantucket
Natick
New Bedford
Newton
Norton
Pepperell
Pittsfield
Quincy
Somerset
Springfield
Stow
Sudbury
Sutton
Templeton
Townsend
Tyngsboro
Upton
Waltham
Westborough
Westminster
Westport
Westwood
Worcester

APPRAISERS' CERTIFICATIONS

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
GEN. REAL ESTATE APPRAISER
ALLAN D FOSTER
100 ERDMAN WAY
LEOMINSTER, MA 01453-1804
LICENSE NUMBER 169 EXPIRATION DATE 08/02/2021 SERIAL NUMBER 701788
LICENSEE SIGNATURE

State of New Hampshire
REAL ESTATE APPRAISER BOARD
APPROVED TO PRACTICE AS A
Certified General Appraiser
ISSUED TO ALLAN D FOSTER
Certificate No: NHCG-704
EXPIRATION DATE 08/31/2021

State of Maine
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD OF REAL ESTATE APPRAISERS
License Number CG823
Be it known that
ALLAN D. FOSTER
has qualified as required by Title 32 MRSA Chapter 123 and is licensed as
CERTIFIED GENERAL APPRAISER

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE
CERT GEN. REAL ESTATE APPRAISER
KENNETH J CROFT III
204 W MAIN ST
WESTBOROUGH, MA 01581-3546
LICENSE NUMBER 3579 EXPIRATION DATE 03/20/2020 SERIAL NUMBER 421460
LICENSEE SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE
CERT GEN. REAL ESTATE APPRAISER
JAIME O BROWN
100 ERDMAN WAY
C/O THE FOSTER COMPANY
LEOMINSTER, MA 01453-1804
LICENSE NUMBER 75134 EXPIRATION DATE 11/26/2019 SERIAL NUMBER 372639
LICENSEE SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
GEN. REAL ESTATE APPRAISER
LAWRENCE J LANGLEY
5 HURON AVE
WORCESTER, MA 01605-1655
LICENSE NUMBER 103774 EXPIRATION DATE 10/03/2021 SERIAL NUMBER 731194
LICENSEE SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
GEN. REAL ESTATE APPRAISER
GARY P FRANCE
12 JACQUELINES PL
E BRIDGEWATER, MA 02333-2065
LICENSE NUMBER 75131 EXPIRATION DATE 06/14/2021 SERIAL NUMBER 640160
LICENSEE SIGNATURE

State of Rhode Island and Providence Plantations
Department of Business Regulation
Real Estate Appraisers Section
1511 Pontiac Avenue
Cranston, RI 02920-4407
Certified General Appraiser
Gary P. France
Director, Real Estate Appraisers Board

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE
ISSUES THE FOLLOWING LICENSE
LICENSED REAL ESTATE BROKER
ALLAN D FOSTER
100 ERDMAN WAY
LEOMINSTER, MA 01453-1804
LICENSE NUMBER 103590 EXPIRATION DATE 06/02/2020 SERIAL NUMBER 631706
LICENSEE SIGNATURE

10339

AN ORDER APPROPRIATING FROM FREE CASH TO THE ANIMAL CONTROL DEPARTMENT NEW VEHICLES ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Thirty Six Thousand Dollars and No Cents ($36,000.00) from Free Cash to the Animal Control Department New Vehicles Account.

10339

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 SEP 28 AM 11:47
CITY CLERK'S OFFICE
GARDNER, MA

September 28, 2020

The Hon. Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St.
Gardner, MA 01440

RE: Appropriation for Animal Control Vehicle

Dear President Kazinskas and Councilors,

Attached please find an appropriation request to purchase a new vehicle for the Animal Control Department. Our current vehicle is at the end of its useful life and is being taken out of service due to safety concerns with the vehicle.

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10339

CITY OF GARDNER POLICE DEPARTMENT

Richard A. Braks
Chief of Police

200 Main Street
Gardner, Massachusetts 01440

Phone (978) 632-5600
Fax (978) 630-4027

September 28, 2020

Michael J. Nicholson, Mayor
City Hall – City of Gardner
95 Pleasant Street
Gardner, MA 01440

Mayor Nicholson,

I respectfully request an appropriation from free-cash in the amount of $36,000.00 dollars to be approved for the Animal Control Vehicle account 12290-55090.

This appropriation request will replace the existing 2007 Ford Econoline van VIN#1FTNE14W87DB4007 which has exceeded its operational lifecycle and has been evaluated by our DPW maintenance personnel to be beyond further repair. During the vans last scheduled service many recognized deficiencies were identified, recorded and later individually presented to me. As a result of this scheduled maintenance appointment on September 8, 2020, the van was hesitantly returned to service and acknowledged to be beyond additional repair and in dire need of replacement.

This funding request will purchase a 2020 cargo van on state bid. The vehicle purchase includes necessary barriers, graphics, radio installation and lighting.

Respectfully,

Richard A. Braks
Chief of Police

cc. file

10339

CHROMEDATA
An Autodata Solutions Brand

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
E2Y	2020 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD	$39,205.00

$ 29,350

COLORS

CODE	DESCRIPTION
YZ	Oxford White

3% OFF MSRP

ENGINE

CODE	DESCRIPTION	MSRP
998	Engine: 3.5L PFDI V6 Flex-Fuel -inc: port injection (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
101A	Order Code 101A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X7L	3.73 Limited-Slip Axle Ratio (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
YZ	Oxford White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
VK	Dark Palazzo, Vinyl Front Bucket Seats	$0.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	MSRP
21G	Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)	$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

CHROMEDATA
An Autodata Solutions Brand

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	$0.00
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors -inc: turn signals	$160.00
59A	60/40 Hinged Passenger-Side Door	$0.00
68H	Running Boards -inc: Covers the B-C pillar passenger-side	$310.00
85D	Dual-Note Horn	$20.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
16E	Front & Rear Vinyl Floor Covering -inc: wheel well liners	$245.00
43B	Back Up Alarm -inc: 102 dB(A) warning capability	$125.00
43R	Reverse Sensing System	$295.00
86F	2 Additional Keys (4 Total) -inc: key fobs	$75.00
	Options Total	**$1,230.00**

$ 1230
.03
36.90

$ 1230
− 36.90
1193.10

$ 29,350
− 1,193 OPTIONS
1,000 CAGE
$31,543

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

	$
Vehicle	29,350
OPTIONS (30% OFF LIST)	1,193
CARGO BARRIER ESTIMATE	1,000
Front VISOR LED	1,050
Remote Siren Switching	650
SIREN SPEAKER	230
WIG WAGS	110
GRILLE LED	350
SIDE LED REAR	350
REAR GLASS LED	350
REAR HIDEAWAYS	300

GRAPHICS ?
$ 500-600

$ 34,933
+ 600

$ 35,533

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDI V6 Flex-Fuel -inc: port injection (STD)

Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)

3.73 Limited-Slip Axle Ratio (STD)

50-State Emissions System

Automatic Full-Time All-Wheel

70-Amp/Hr Maintenance-Free Battery w/Run Down Protection

250 Amp Alternator

3400# Maximum Payload

GVWR: 8,670 lbs

Front Anti-Roll Bar

Electric Power-Assist Steering

25.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 16" Silver Steel w/Exposed Lug Nuts

Tires: 235/65R16C 121/119 R AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Bumper w/1 Tow Hook

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Side Mirrors w/Convex Spotter and Manual Folding

Short-Arm Manual-Folding Power Adjust Mirrors

Light Tinted Glass

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

CHROMEDATA
An Autodata Solutions Brand

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

Exterior

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Front License Plate Bracket

Sliding Rear Passenger Side Door

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Fully Automatic Aero-Composite Halogen Auto High-Beam Headlamps

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control

Radio: AM/FM Stereo -inc: Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front)

Streaming Audio

Fixed Antenna

Bluetooth Wireless Phone Connectivity

1 LCD Monitor In The Front

Interior

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)

4-Way Driver Seat

4-Way Passenger Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Manual Air Conditioning

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert

Front Cloth Headliner

Urethane Gear Shifter Material

Vinyl Front Bucket Seats

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

Interior

Partial Floor Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Cargo Space Lights

Instrument Panel Bin, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver 1-Touch Down

Power Door Locks w/Autolock Feature

Analog Display

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos

Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)

Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Back-Up Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (E2Y) T-150 130" Low Rf 8670 GVWR AWD (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

10340

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 3, 2020 STATE ELECTION ORDER

VOTED: That meetings of the citizens of this City qualified to vote in the State Election shall be held on **TUESDAY, THE THIRD DAY OF NOVEMBER, 2020**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

ELECTORS OF PRESIDENT AND VICE PRESIDENT..... FOR THIS COMMONWEALTH
SENATOR IN CONGRESS..... FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....THIRD DISTRICT
COUNCILLOR.....SEVENTH DISTRICT
SENATOR IN GENERAL COURT.....WORCESTER & MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT.....SECOND WORCESTER DISTRICT
REGISTER OF PROBATE.....WORCESTER COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.
Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or $10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: Law Proposed by Initiative Petition

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

It is further ordered that the following polling places are designated by the City Council:

WARD 1, PRECINCT A – Elk's Home, 31 Park Street
WARD 1, PRECINCT B – Elk's Home, 31 Park Street
WARD 2, PRECINCT A – Levi Heywood Memorial Library, 55 West Lynde Street
WARD 2, PRECINCT B – Levi Heywood Memorial Library, 55 West Lynde Street
WARD 3, PRECINCT A – Acadien Social Club, 193 Parker Street
WARD 3, PRECINCT B – Acadien Social Club, 193 Parker Street
WARD 4, PRECINCT A – Police Headquarters, 200 Main Street
WARD 4, PRECINCT B – Police Headquarters, 200 Main Street
WARD 5, PRECINCT A – National Guard Armory, 323 West Broadway
WARD 5, PRECINCT B – National Guard Armory, 323 West Broadway

BY ORDER OF THE CITY COUNCIL

10341

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2020, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation, having a usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 ("Seller"), and **THE CITY OF GARDNER**, a municipal corporation with an address c/o City Hall, 95 Pleasant Street, Gardner, MA 01440 (hereinafter the "Buyer").

1. PROPERTY.

Upon and subject to the following terms and conditions, the Seller hereby agrees to sell and the Buyer hereby agrees to purchase a parcel of Seller's land located in Gardner, Worcester County, Massachusetts (the "Premises") conveyed by deed to Seller's predecessor, Gardner Electric Light Company, dated October 25, 1927, and recorded with the Worcester District Registry of Deeds (the "Registry") in Book 2454, Page 367, a copy of which deed is attached hereto as Exhibit A, and is shown on that plan recorded with the Registry in Plan Book 52 as Plan 56.

2. TITLE; DEED.

Said Premises to be conveyed by release deed running to the Buyer free and clear of all encumbrances except the following ("Permitted Encumbrances"):

(a) Federal, state and local laws, ordinances, by-laws and rules regulating the use of land and particularly provisions of local building and zoning laws;

(b) Such taxes for the then current year as are not due and payable on the date of the delivery of the deed;

(c) Any liens for municipal betterments assessed after the date of this Agreement; and

(d) Easements or claims of easements not shown by public records, boundary-line disputes, overlaps, encroachments, title to filled lands (if any) and any matters not of record which would be disclosed by an accurate survey and inspection of the Premises.

3. PURCHASE PRICE.

The agreed purchase price for the Premises shall be an amount equal to Eight Thousand One Hundred Dollars ($8,000.00) (hereinafter the "Purchase Price"). Simultaneously with the execution of this Agreement, a deposit in the amount of Eight Hundred Dollars ($800.00) (hereinafter the "Deposit"), will be delivered to Flick Law Group, P.C. (the "Escrow Agent") in good funds, either certified bank check or cashier's check, to be held in a non-interest bearing attorney;s IOLTA account. The Deposit and the balance of the Purchase Price, subject to adjustments, credits, prorations

and other terms of this Agreement, shall be paid by certified check(s) or bank check(s) or by wire transfer payable directly to the Seller upon delivery of the deed. The Deposit and balance of the purchase price checks should be made out to "Massachusetts Electric Company."

If this Agreement is terminated, or if either party fails to perform any of its agreements hereunder, the Deposit shall be disposed of in the manner hereinafter provided under this Agreement. If any dispute arising under this Agreement with respect to the disposition of the Deposit or the entitlement of any party to the Deposit or the obligations of the Escrow Agent with respect thereto, the Escrow Agent shall not be required to determine the resolution of any such dispute and shall not be obligated to make any delivery of the Deposit; but in such event, the Escrow Agent may hold the Deposit until receipt by the Escrow Agent of an authorization in writing signed by Buyer and Seller directing the disposition of same, or in the absence of such authorization, the Escrow Agent may hold the Deposit until the final determination of the rights of Buyer and Seller in an appropriate proceeding. If such written authorization is not given, or if proceedings for such determination are not promptly commenced and diligently continued to a resolution, the Escrow Agent shall bring an appropriate action or proceeding for leave to deposit the Deposit in the registry of the applicable United States District Court pending such determination and to submit such resolution of such dispute to such court by action of interpleader. The Escrow Agent shall not be responsible hereunder for any acts or omissions unless willfully done or done in a grossly negligent manner, and upon delivery of the Deposit in accordance with the terms of this Agreement, the Escrow Agent shall have no further liability to the parties hereunder or in connection herewith.

The Escrow Agent has executed this Agreement for the purposes of evidencing its receipt of the Deposit and its agreement to comply with and perform its obligations as Escrow Agent hereunder.

4. CLOSING.

Such deed is to be delivered at the offices of the Seller, 40 Sylvan Road, Waltham, Massachusetts, or at such other place as the parties shall agree to in writing at 11:00 a.m. (local time at the Property), on the thirtieth (30th) day after the date of this Agreement (the "Closing Date"), or such other date as is mutually acceptable to the Buyer and the Seller. If the date for delivery of the deed falls on a Saturday, Sunday or holiday, the deed shall be delivered on the next full business day thereafter when the Registry is open for business.

5. POSSESSION AND CONDITION.

Full possession of the Premises, in the same condition they are now (reasonable use and wear excepted), is to be delivered to the Buyer at the time of the delivery of the deed, the Premises to be then:

(a) Not in violation of said local zoning; and

(b) In compliance with provisions of any instrument referred to in Paragraph 2 of this Agreement.

The Buyer shall be entitled to an inspection of the Premises at least forty-eight (48) hours prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

6. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If the Seller shall be unable to give title to, or to make conveyance of, or to deliver possession of the Premises, all as herein stipulated, or at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, at no cost to Seller, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Notwithstanding the foregoing, Buyer may at any time after receiving said notice from Seller elect to terminate this Agreement, in which event the Deposit, together with any accrued interest thereon, shall be returned to the Buyer and all other obligations of the parties hereto shall cease without recourse to the parties hereto, except for those provisions that expressly survive the termination of this Agreement.

7. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If, at the expiration of the extended time, the Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, as set forth in Seller's written notice, then at Buyer's option, all obligations of the parties hereto shall cease, the Deposit, together with any accrued interest thereon, shall be returned to the Buyer, and this Agreement shall be void and without recourse to the parties hereto, except with respect to those provisions that expressly survive the termination of this Agreement.

8. BUYER'S ELECTION TO ACCEPT TITLE.

The Buyer shall have the election, at either the original or any extended time for performance, to take title and possession of the Premises in such condition, as Seller is able to deliver in its then condition and to pay therefore the Purchase Price without deduction or offset, in which case Seller shall convey title. Seller shall not be required to expend any money or provide a credit to Buyer regarding the same.

9. INDEMNITY; DISCLAIMER OF WARRANTIES.

(a) Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer acknowledges and agrees that (i) Buyer is purchasing the Premises "AS IS", "WHERE IS" and "WITH ALL FAULTS," without representations and warranties, express or implied, except as set forth herein and (ii) Buyer shall has had the opportunity to inspect fully and completely the Premises and become satisfied with the condition of the Premises, including without limitation, the environmental condition of the Premises.

(b) At the closing, Buyer shall accept the Premises "AS IS," "WHERE IS" and "WITH ALL FAULTS," in its present condition. Buyer, for itself and on behalf of its predecessors, successors, assigns, affiliates, and subsidiaries, and all officers, directors, shareholders, trustees, beneficiaries, partners, members, managers, employees, and agents of any of them, hereby fully and unconditionally releases, remises and forever discharges Seller and its successors, assigns, affiliates, and subsidiaries, and all officers, directors, shareholders, employees, and agents of any of them, of and from any and all actions, suits, claims, demands, or judgments of whatever description (collectively "Claims"), which Claims Buyer may now have or may have in the future that arise from or relate in any way to (i) any oil, pollutant, hazardous or toxic material, waste, or substance, or contamination that causes or contributes to the contamination of and/or damage to the environment and/or natural resources, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"), and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq. ("RCRA") (herein collectively referred to as "Hazardous Materials") that are on, in, under, or emitting from the Premises, except to the extent caused by the Seller, or (ii) any other defect or condition on the Premises not related to Hazardous Materials.

(c) The Buyer does hereby, for itself and its successors and assigns, and to the extent permitted by law, covenant and agree with the Seller unconditionally and absolutely to defend (with counsel reasonably satisfactory to the Seller, its affiliates, successors, and assigns) and unconditionally and absolutely to pay, protect, indemnify, and hold forever harmless the Seller, its affiliates, successors, and assigns from and against any and all past, present, and future liabilities, damages, costs, expenses (including any and all legal, accounting, consulting, engineering, environmental services and other fees and expenses of the Seller, its affiliates, successors, and assigns), sums of money, claims for contribution or indemnification, actions, causes of action, suits, claims, losses, injunctive relief, orders, debts, demands, judgments, awards, accounts, covenants, contracts, agreements, obligations, and any other rights, demands, claims, suits or liabilities of any kind or nature whatsoever, under statutory or common law (including but not limited to

the CERCLA, RCRA, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act., M.G.L. Chapter 21E, and all applicable rules and regulations promulgated thereunder), whether or not heretofore known or suspected, that may hereafter at any time be made or brought against the Seller, its affiliates, successors, and assigns, by any person or entity arising out of or relating to: (1) Any and all existing Hazardous Materials at or from the Premises as of Closing Date ("Existing Contamination"); (2) the discharge, release or threatened release at or from the Premises, facilities and/or equipment of any Hazardous Materials that causes or contributes to the contamination of and/or damage to the environment and/or natural resources; (3) the disposal, storage, transportation, discharge, release, recycling, or the arrangement for any of such activities, of Hazardous Materials that were generated, used or otherwise handled at the Premises; (4) the noncompliance or alleged noncompliance of the Premises with any federal, state or local environmental laws, regulations or ordinances; and/or (5) the negligence or willful misconduct of the Buyer, its employees, agents and contractors; provided, however, that this indemnity and hold harmless provision shall not apply to any contamination of and/or damage to the environment and/or natural resources that is caused directly by a discharge or release from any of Seller's electric or gas facilities located on the Premises and/or which is or was caused directly by the gross negligence and/or willful misconduct of the Seller, its affiliates, successors, and assigns.

(d) Buyer, for itself and on behalf of its predecessors, successors, assigns, affiliates, and subsidiaries, and all officers, directors, shareholders, employees, and agents of any of them, hereby covenants not to sue regarding or assert, directly or indirectly, personally or through any affiliated entity or representative, any Claims released in Paragraph 9(b) above against Seller and/or any of its predecessors, successors, assigns, affiliates, and subsidiaries, and/or any of their respective officers, directors, shareholders, employees, and/or agents of any of them.

(e) BUYER HEREBY WAIVES AND SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE OR ANY KIND WHATSOEVER AS TO THE PREMISES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, TENANTABILITY, HABITABILITY, AND USE, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH HEREIN.

(f) The provisions of Paragraph 9 shall survive the delivery of the deed or the earlier termination of this Agreement.

10. APPORTIONMENTS.

Real estate taxes for the then current fiscal year shall be apportioned as of the day of Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon

as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties hereto, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this Paragraph shall survive the delivery of the deed.

11. INSURANCE.

The Premises shall, until delivery of the deed to the Buyer, be kept insured by Seller as presently insured.

12. BENEFITS AND OBLIGATIONS; NO THIRD PARTY BENEFICIARIES.

No party other than the parties hereto or their respective successors and assigns shall have any right or benefit herein, including without limitation, the right to insist upon or enforce against Seller or Buyer the performance of any or all of their respective obligations hereunder, and no such third party shall be deemed to have received any benefits as a result of this Agreement.

13. DEFAULT; DAMAGES.

If the Buyer shall fail to fulfill the Buyer's covenants and agreements herein, the Deposit, with interest accrued hereon, shall be retained by Seller, which shall constitute full and complete liquidated damages, and Seller shall have no further recourse or remedy at law or in equity for any breach by Buyer hereunder (except for Buyer's indemnity obligations hereunder, which shall not be subject to any limitation on liquidated damages). The parties agree that if Buyer defaults, the damages which Seller will suffer will be difficult, if not impossible, to determine with precision. Therefore, the parties acknowledge that those installments of the Deposit that have been agreed upon, after negotiation, are the parties' reasonable estimate of Seller's damages and are Seller's exclusive remedy against Buyer in the event that the closing does not occur as a result of a default on the part of the Buyer. If Seller defaults in the performance of its duties under this Agreement, all of the conditions precedent having been met, and all of the conditions to be met by Buyer having been satisfied, then Buyer may rescind this Agreement and receive the return of the Deposit and neither Seller nor Buyer will have any further rights or duties under this Agreement, except with respect to those provisions that survive termination of the Agreement, or Buyer may seek to enforce the Agreement pursuant to an action for specific performance.

Neither party shall have any liability or responsibility whatsoever for any consequential or indirect damages, whether proximately or remotely related to breach or default by the other party except that the foregoing shall not apply in the case of an intentional or willful breach or default by either party hereto.

The provisions of this Paragraph 13 shall survive the delivery of the deed or the earlier termination of this Agreement.

14. ACCEPTANCE OF DEED.

The acceptance of the deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed in this Agreement and all other attached and incorporated documents, except provisions which are, by the terms hereof, to be performed after the delivery of said deed, and such as are otherwise expressly stated to survive said delivery.

15. CONSTRUCTION OF AGREEMENT.

This Agreement, executed in duplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument and sets forth the entire agreement and understanding between the parties with respect to the sale of the Premises to the Buyer by the Seller, is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, successors and assigns, and may be canceled, assigned, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

16. LIABILITY OF A SHAREHOLDER, TRUSTEE OR BENEFICIARY.

If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust shall be personally liable for any obligation, express or implied hereunder. If Seller or Buyer discloses in its execution of this Agreement that it is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller this obligation hereunder are joint and several.

17. ACCESS; INSPECTION.

The Buyer and its agents, independent contractors and invitees shall have, at Buyer's sole cost, expense, and risk, the right to enter upon the Premises for a period of fifteen (15) days from the date of this Agreement (the "Inspection Period") upon reasonable advance notice to the Seller for the purpose of inspecting the Premises and conducting any title examination, zoning review, soil borings, surveys, measurements, engineering studies, suitability of the Premises for Buyer's intended use, inspection of the physical and conditions of the Premises (the "Inspection"); provided, however, that the Buyer shall not perform any invasive subsurface tests or inspections of the Premises for the presence of hazardous materials or waste without Seller's prior written consent and upon delivery and approval by Seller of such documentation as Seller may reasonably require including,

without limitation, a scope of work and accompanying plans. Seller's prior written consent to any invasive testing may be subject to any terms and conditions imposed by Seller in its sole discretion, including without limitation the prompt restoration of the Premises to substantially its condition prior to any such inspections or tests, at Buyer's sole cost and expense. Seller reserves the right to have a representative present at any time Buyer accesses the Premises. Before entering upon the Premises, the Buyer shall furnish to the Seller evidence of general liability insurance coverage in such amounts and insuring against such risks as Seller may reasonably require. Within ten (10) days of receipt thereof, Buyer shall deliver to Seller copies of the results of any tests and inspections performed with respect to the Premises.

Buyer hereby agrees that any information about the Premises that it obtains as a result of the Inspection, other than information of public record, shall be kept strictly confidential by Buyer and its agents, consultants and employees, except to the extent it is necessary to divulge such information as required by applicable law.

18. TITLE.

Any title matter which is the subject of a title standard or practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be governed by said title or practice standard to the extent applicable or except as otherwise expressly set forth herein.

19. NOTICE.

Any notice required or permitted to be given hereunder shall be in writing and delivered by hand, mailed postage prepaid by registered or certified mail, return receipt requested, or sent by recognized overnight courier capable of providing a written receipt, addressed to the parties at the addresses set forth below. Any such notice shall be deemed properly served and delivered for all purposes hereunder (a) if sent to the attorney for such party as specified below; and/or (b) at the time such notice is delivered, if hand-delivered, or at the time indicated as stamped by any post office regularly maintained by the United States Postal Authority or recognized overnight courier, if so mailed or sent.

If to Buyer: The City of Gardner
City Hall
95 Pleasant Street
Gardner, MA 01440

with a copy to: Flick Law Group, P.C.
144 Central Street
Gardner, MA 01440
Attention: John M. Flick, Esq.

If to Seller: Massachusetts Electric Company

40 Sylvan Road
Waltham, MA 02451
Attention: Christopher Parella, Senior Real Estate Representative

with a copy to: National Grid USA Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451
Attention: Megan F.S. Tipper, Legal Dept.

20. BROKERAGE.

Seller and Buyer represent to each other that no broker, finder, or salesperson has been responsible for the consummation of the execution of this Agreement and shall indemnify and hold each other harmless from any claim for commissions or fees. The provisions contained in this Paragraph shall survive the delivery and acceptance of the deed or the cancellation and termination of this Agreement.

21. CLOSING COSTS.

The Buyer shall be responsible for the payment of the closing costs associated with the transfer of the Premises including, without limitation, the deed excise taxes and the costs to record the deed and any other documents necessary to document the transfer.

22. REPRESENTATIONS AND WARRANTIES.

(a) Seller's Representations and Warranties.

Seller hereby represents and warrants to Buyer that:

(i) Seller has the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement.

(ii) This Agreement, and the documents to be executed and delivered by Seller in connection with the consummation of the transaction contemplated by this Agreement, are and will be valid, binding, and enforceable upon Seller in accordance with their respective terms and conditions.

(iii) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations) for purposes of United States income taxation. The Seller agrees to deliver, at the time for delivery of the deed, a suitable "non-foreign certificate" if such shall be required by the Buyer or any mortgagee.

(iv) The person executing and delivering this Agreement on behalf of such party is duly authorized to so execute and deliver this Agreement.

(v) All requisite corporate action has been taken by Seller in connection with the entering into and delivery of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby.

(b) Buyer's Representations and Warranties.

Buyer hereby represents and warrants to Seller that:

(i) Buyer has the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement.

(ii) This Agreement and the documents to be executed and delivered by Buyer in connection with the consummation of the transaction contemplated by this Agreement, are and will be valid, binding, and enforceable upon Buyer in accordance with their respective terms and conditions.

(iii) All requisite action has been taken by Buyer in connection with the entering into and delivery of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby.

(iv) The person executing and delivering this Agreement on behalf of the Buyer is duly authorized to so execute and deliver this Agreement.

23. NO ASSIGNMENT.

Buyer shall not have the right to assign this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld, and, at Seller's sole option, any such assignment without the prior written consent of Seller shall be invalid, shall not be binding upon Seller, and shall not relieve the Buyer of Buyer's obligations under this Agreement. Any permitted assignee of Buyer shall be entitled to all of the rights and powers of Buyer hereunder. If Buyer assigns this Agreement to a permitted assignee, the permitted assignee shall assume all responsibilities for any obligations of Buyer hereunder. Any permitted assignment shall not release Buyer from its obligations hereunder. Prior to any permitted assignment, Buyer shall deliver a copy of the proposed assignment and assumption agreement to Seller, which agreement shall satisfy the provisions of this Paragraph 23 and shall be reasonably acceptable to Seller.

24. NO RECORDING.

This Agreement shall not be recorded and any recording of this Agreement in violation of this Paragraph shall terminate this Agreement and render this Agreement null and void, in which case the parties shall have no further obligations to each other, except for those provisions which are expressly stated to survive termination of this Agreement.

25. NO OFFER.

The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or sell the Premises. Neither the Buyer nor the Seller shall be legally obligated with respect to a purchase or sale of the Premises unless and until this Agreement has been executed by both the Buyer and the Seller and fully executed copies have been delivered to each.

26. TIME OF THE ESSENCE.

Time is of the essence of each of the provisions of this Agreement.

[Signature Page Follows]

EXECUTED as a sealed instrument on the day and year first written above.

SELLER: MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name:
Title:

BUYER: CITY OF GARDNER

By: _____
Name:
Title:

ESCROW AGENT: FLICK LAW GROUP, P.C.

By: _____
Name: John M. Flick, Esq.

EXHIBIT A

DEED

W.C. GARD.

Ev 13

33621

City of Gardner

to

Gardner Electric Light Company

120

WARRANTY DEED.

See Plan Book 52, Plan 56.

Worcester, ss. Nov. 25, 1927 at 8h30 m. AM. Received and entered with Worcester District Deeds Book 2454 Page 367

Attest:-

Chester S. Bruce

Register.

Mail to N.E. Power Co.

49

FROM THE OFFICE OF
WILLIAM A. LOUGHLIN
GARDNER, MASS.

APPROVED VAC

RECORD BY R.J.H.
Compared

RECEIVED
AT 8:30 A. M.
NOV 25 1927
WORCESTER DISTRICT
REGISTRY OF DEEDS
BOOK 2454 PAGE 367

City of Gardner, a municipal corporation, of Gardner, Worcester County, Massachusetts, for consideration paid, grants to Gardner Electric Light Company, a corporation duly organized by law, of said Gardner, with WARRANTY COVENANTS a certain tract of land, located in said Gardner, bounded and described as follows, to wit:

Beginning at the northeast corner thereof at other land of the grantor; thence South 20° East by land of one Taavitsainen, a distance of 60 feet to other land of the grantor; thence South 70° 35' West by other land of the Grantor 1375 feet to land of one Blake; thence North 33° 30' West by said Blake land, 61.48 feet; thence North 70° 35' East by other land of the grantor a distance of 1389 feet to the place of beginning.

Reserving to the Grantor, its successors and assigns, the right to pass and repass, for any and all purposes, over the granted premises to and from the premises of the grantor immediately adjoining the granted premises herein on the north.

Said granted premises are shown on plan marked "Plan Of A. Conveyance From The City Of Gardner To The Gardner Electric Light Company. Sept. 28, 1927. Stanley G. Kendall, City Engineer" to be recorded herewith.

IN WITNESS WHEREOF the City of Gardner has caused these presents to be signed and sealed in its name and behalf by Albert H. Stone, its Mayor, this 25th day of October 1927.

City of Gardner.

By _____
Mayor

COMMONWEALTH OF MASSACHUSETTS.

Worcester,ss. Gardner,Mass., October 26 1927.

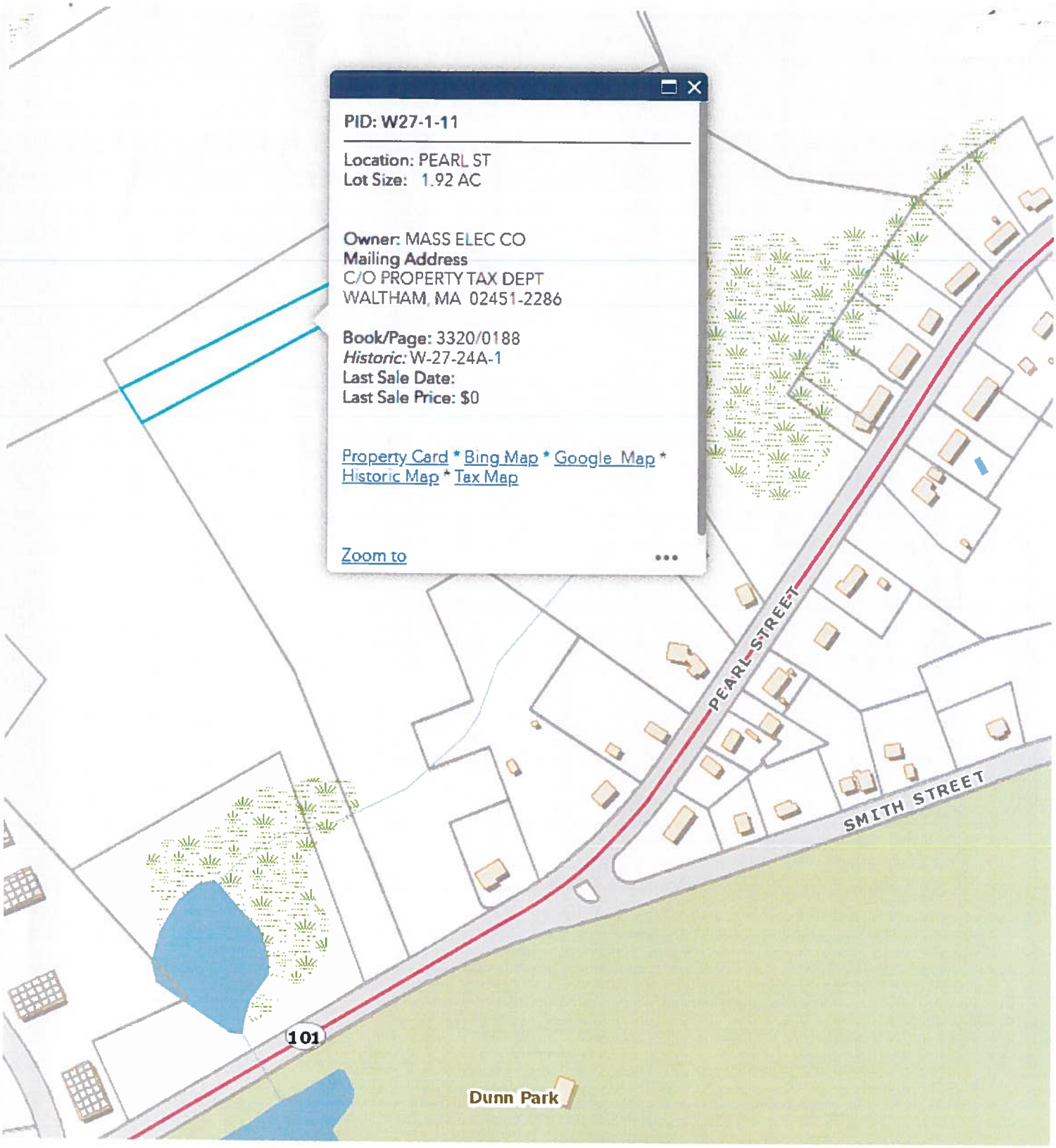
Personally appeared the above-named Albert H. Stone and acknowledged the foregoing instrument to be the free act and deed of the City of Gardner, before me

C. W. H. Laughlin
Notary Public.
My commission expires Mar 8. 1929

I, Benjamin F. Holden,Clerk of the City Council of the City of Gardner certify that at a regular meeting of the City Council held September 6,1927 the following Vote was passed:

That the sale of a portion of the land owned by the City on Pearl Street to the Gardner Electric Light Co. be authorized, said portion being shown on plan marked "Gardner Electric Light Co. Plan Showing Location of the Ashburnham Pole Line Crossing Land owned by the City of Gardner. Scale 1" = 200 feet. August 10,1927", and being approximately sixty (60) feet in width and fourteen hundred (1400) feet in length and running from the property of Herbert W. Blake to the property of Albin Taavitsainen, and that the Mayor be and he is hereby authorized and instructed to sign,seal,acknowledge and deliver in the name and on behalf of the City a deed of said property to the Gardner Electric Light Co. upon the payment of the sum of Two Hundred Eighty ($280.00) Dollars, said deed to reserve to the City,its Successors and Assigns, the right to pass and repass, for any and all purposes,over the granted premises to and from the premises of the City immediately adjoining the granted premises on the north.

Benjamin F. Holden
Clerk.


PID: W27-1-11
Location: PEARL ST
Lot Size: 1.92 AC
Owner: MASS ELEC CO
Mailing Address
C/O PROPERTY TAX DEPT
WALTHAM, MA 02451-2286
Book/Page: 3320/0188
Historic: W-27-24A-1
Last Sale Date:
Last Sale Price: $0
Property Card * Bing Map * Google Map *
Historic Map * Tax Map
Zoom to
PEARL STREET
SMITH STREET
101
Dunn Park

City Owned

Land to Be Purchased

Property Location PEARL ST
Vision ID 6264
Account #
Map ID W27/ 1/ 11/ /
Bldg # 1
Bldg Name
Sec # 1 of 1
Card # 1 of 1
State Use 3900
Print Date 12/19/2019 6:17:07 P

CURRENT OWNER

MASS ELEC CO

C/O PROPERTY TAX DEPT
40 SYLVAN RD
WALTHAM MA 02451-2286

TOPO	UTILITIES	STRT / ROAD	LOCATION

SUPPLEMENTAL DATA

Alt Prcl ID
Sub-Div
Photo
Ward
Prec.

GIS ID M_161226_926089
Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RES LAND	1320	3,800	3,800
	Total	3,800	3,800

316

GARDNER, MA

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
MASS ELEC CO	03320	0188		Q	V	0	00

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2019	3900	74,800	2018	3900	74,800	2017	3900	71,200
	Total	74800		Total	74800		Total	71200

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

NOTES

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	3,800
Special Land Value	0
Total Appraised Parcel Value	3,800
Total Appraised Parcel Value	3,800

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result
04-08-1981					

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj.	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit Pric	Land Value
1	1320	Vacant Land Unb	R2		1.917	AC	4,000.00	1.00000	0	0.50		1.000	narrow strip		1.0000	2,000.00	3,800
				Total Card Land Units	1.917	AC	Parcel Total Land Area:			1.9174						Total Land Value	3,800

Property Location PEARL ST
Vision ID 6264 Account #

Map ID W27/ 1/ 11/ /
Bldg # 1

Bldg Name
Sec # 1 of 1 Card # 1 of 1

State Use 3900
Print Date 12/19/2019 6:17:07 P

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade:		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
1320	Vacant Land Unb	100
		0
		0

COST / MARKET VALUATION

RCN	0
Year Built	0
Effective Year Built	0
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	0
Economic Obsol	0
Trend Factor	1
Condition	
Condition %	0
Percent Good	
RCNLD	0
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0	0		0

10342-10343

City of Gardner, *Executive Department*

RECEIVED
2020 SEP 30 PM 2:52
CITY CLERK'S OFFICE
GARDNER, MA

Michael J. Nicholson, Mayor

September 30, 2020

The Hon. Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St.
Gardner, MA 01440

RE: Declaration of Surplus and Lifting of Deed Restriction Agenda items

Dear President Kazinskas and Councilors,

Thank you for scheduling an informal meeting to review the recently submitted proposals from Heywood Hospital.

As you are aware, this is a very large, complicated project and one that will require a great amount of due diligence. Representatives from Heywood Hospital began meeting with the different City Department Heads about the project in early January of 2020 to determine what specifications the City would require of them.

My goal is to ensure the members of the City Council have all pertinent information in order to review the hospital's request. If there is any additional data that you feel would help with this endeavor, following Thursday or Monday's meeting, please let me know.

I believe that this project would greatly enhance our hospital and our community as a whole. I fully appreciate the Council's vital role in this process and hope to assist with any questions or concerns prior to the Council taking any votes on the project, whenever that may take place.

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10342

DECLARING SURPLUS FOR PURPOSE OF DISPOSAL

LAND OFF WOODLAND AVENUE

VOTED: To declare land available for the disposition for the purpose of a lease to be negotiated between the Mayor and Heywood Hospital, in accordance with prevailing General Laws, the land off Woodland Avenue, further identified on the City of Gardner Assessor's Map as R27-2-8B, and upon such other terms as the mayor shall consider proper in accordance with this Vote.

10342

City of Gardner, *Executive Department*

RECEIVED
2020 SEP 28 AM 11: 15
CITY CLERK'S OFFICE
GARDNER, MA

Michael J. Nicholson, Mayor

September 24, 2020

The Honorable Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall
95 Pleasant St., Rm 121
Gardner, MA 01440

RE: Request for Declaration of Land Available for Disposition

Dear President Kazinskas and Councilors,

As part of Heywood Hospital's long term planning, the Hospital is exploring a potential expansion to add a new surgical and perioperative wing onto their existing building. In order to accomplish this, Heywood Hospital would have to lease a portion of land currently owned by the City.

President Brown and other members of the Heywood Administration have met with several of our department heads to present their plan and go over what needs to be done to ensure that their proposal meets all of the legal and environmental requirements that need to be followed.

Chapter 30B of the General Laws state, "if a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property." Per the guidance issued by the Inspector General's office. This declaration must be made prior to the City entering into any negotiations for the lease of the property.

The current Covid-19 Pandemic has truly highlighted how blessed we are as a City to have Heywood Hospital located here. The services they offer to our residents, the partnerships they create with our community organizations, and their commitment to improving the quality of life in our City are invaluable. I am very happy to see that they are interested in continuing to invest in our City and make it so that services that currently require patients to travel to Boston or Worcester could now be done here in Gardner.

As such, I kindly ask the Council to declare the requested parcel of land as available for disposition in order to allow my office to begin lease negotiations with the administration of Heywood Hospital as the first step toward their expected expansion. Following successful negotiations, the Hospital would then enter into conversations with the Conservation Commission, Planning Board, Zoning Board of Appeals and all other relevant state and local boards and commissions, but those discussions cannot be held until they have title to the land through a lease.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10342

Heywood Hospital

Member of the Heywood Healthcare Family

September 23, 2020

Michael J. Nicholson, Mayor
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Dear Mayor Nicholson,

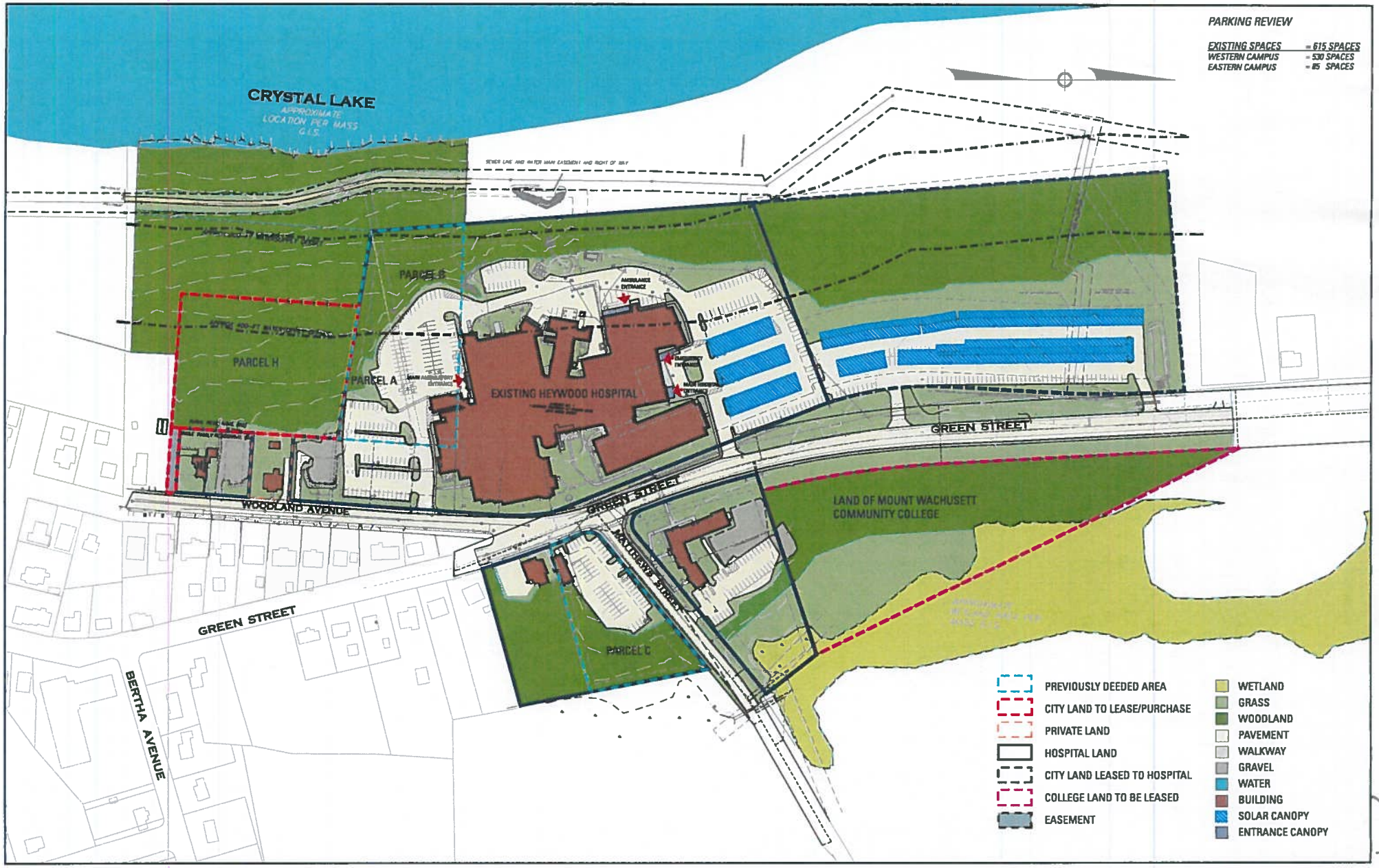
Heywood Hospital respectfully requests to enter into a lease agreement for land identified as Parcel H, a certain parcel of land situated west of Woodland Avenue, in Gardner Worcester County Massachusetts, and shown on the attached Exhibit Plan.

See attachment – Exhibit Plan.

Respectfully Submitted,

Win Brown

Win Brown, President and CEO
Heywood Healthcare



HEYWOOD HOSPITAL EXISTING CONDITIONS SITE PLAN

1 of 2

Property Location WOODLAND AVE OFF | Map ID R27/ 2/ 8B/ / | Bldg Name | State Use 9550
Vision ID 7067 | Account # | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 12/19/2019 7:32:34 P

CURRENT OWNER	TOPO	UTILITIES	STRT / ROAD	LOCATION
HENRY HEYWOOD MEMORIAL HOS				
242 GREEN ST				
GARDNER MA 01440				

SUPPLEMENTAL DATA

Alt Prcl ID
Sub-Div
Photo
Ward
Prec.

GIS ID M_159977_926225 | Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
EXM LAND	9550	54,700	54,700
	Total	54,700	54,700

316

GARDNER, MA

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
HENRY HEYWOOD MEMORIAL HOSPITAL	19750	0159	03-26-1998	U	V	24,500	1K

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2019	9550	54,700	2018	9550	54,700	2017	9550	54,700
	Total	54700		Total	54700		Total	54700

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

NOTES

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	54,700
Special Land Value	0
Total Appraised Parcel Value	54,700
Total Appraised Parcel Value	54,700

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj.	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value
1	9550	Hospital V	R2		43,560	SF	1.15	1.00000	5	1.00		1.000		1.0000	1.15	49,900
1	9550	Hospital V	R2		1.190	AC	4,000.00	1.00000	0	1.00		1.000		1.0000	4,000.00	4,800
				Total Card Land Units	2.190	AC	Parcel Total Land Area:			2.1900					Total Land Value	54,700

10342

Property Location WOODLAND AVE OFF | Map ID R27/ 2/ 8B/ / | Bldg Name | State Use 9550
Vision ID 7067 | Account # | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 12/19/2019 7:32:35 P

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade:		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
9550	Hospital V	100
		0
		0

COST / MARKET VALUATION

RCN	0
Year Built	0
Effective Year Built	0
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	0
Economic Obsol	0
Trend Factor	1
Condition	
Condition %	0
Percent Good	
RCNLD	0
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0	0		0

10342

10343
CORRECTED

AUTHORIZE LIFTING DEED RESTRICTION

VOTED: To authorize the Mayor to lift the deed restrictions to land deeded by the City of Gardner to Henry Heywood Hospital, as shown in deed recorded on March 26, 1998, with the Worcester District Registry of Deeds, in Book 19750, Page 159, with regards to Parcels A, B and C and the limitation to vehicular parking, loading areas and access driveway, and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

10343

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 SEP 28 AM 11:46
CITY CLERK'S OFFICE
GARDNER, MA

September 24, 2020

The Honorable Elizabeth J. Kazinskas, President
And City Councilors
Gardner City Hall
95 Pleasant St., Rm 121
Gardner, MA 01440

RE: Request from Heywood Hospital to Lift Deed Restriction

Dear President Kazinskas and Councilors,

As a part of their long term planning process, Heywood Hospital has reached out to my office to request that a deed restriction listed on land that the City deeded to the Hospital on January 26, 1998, limiting the use of the property to vehicular parking, loading area, and access driveways.

A copy of their request, as well as a copy of the deed are attached to this letter.

Heywood Hospital is a vital resource to our community and I am happy to see that they are looking to continue to invest in our City.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10343

Heywood Hospital

Member of the Heywood Healthcare Family

September 24, 2020

Michael J. Nicholson, Mayor
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Dear Mayor Nicholson,

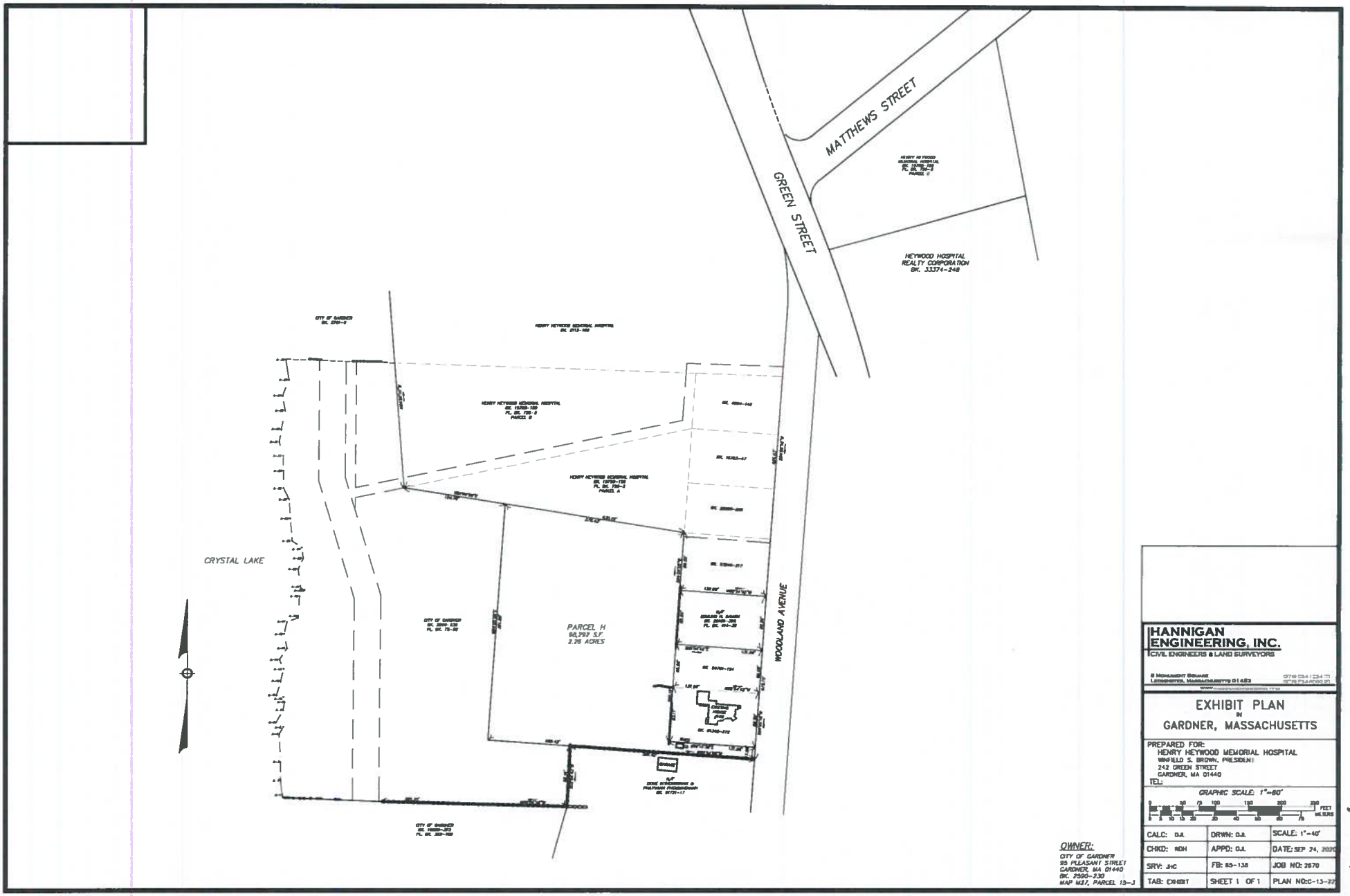
Heywood Hospital respectfully requests removal of deed restrictions to land deeded by the City of Gardner to Henry Heywood Hospital, on January 26, 1998, as shown in Book 1950, page 160. Heywood Hospital requests removal of restrictions on Parcels A, B, and C, which are currently limited to vehicular parking, loading areas and access driveways.

See attached, exhibit A.

Respectfully Submitted,

Win Brown

Win Brown, President and CEO
Heywood Healthcare



OWNER:
CITY OF GARDNER
95 PLEASANT STREET
GARDNER, MA 01440
BK. 7590-330
MAP M37, PARCEL 15-3

HANNIGAN ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
8 MONUMENT SQUARE
LEOMINSTER, MASSACHUSETTS 01453
(978) 534-1234 (T)
(978) 534-6200 (F)
WWW.HANNIGANENGINEERING.COM

EXHIBIT PLAN
IN
GARDNER, MASSACHUSETTS

PREPARED FOR:
HENRY HEYWOOD MEMORIAL HOSPITAL
WINFIELD S. BROWN, PRESIDENT
242 GREEN STREET
GARDNER, MA 01440
TEL:

GRAPHIC SCALE: 1"=60'

CALC: D.J.	DRWN: D.J.	SCALE: 1"=40'
CHKD: NDH	APPD: D.J.	DATE: SEP 24, 2020
SRV: JHC	FB: 85-138	JOB NO: 2870
TAB: EXHIBIT	SHEET 1 OF 1	PLAN NO: C-13-77

10343

10343

38125

The INHABITANTS of the CITY OF GARDNER, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts;

for consideration paid, and in full consideration of TWENTY FOUR THOUSAND FIVE HUNDRED ($24,500.00) DOLLARS,

grant to HENRY HEYWOOD MEMORIAL HOSPITAL of 242 Green Street; Gardner, , Worcester County, Massachusetts,

with Quitclaim Covenants, the land in the City of Gardner, County of Worcester, Commonwealth of Massachusetts, bounded and described as follows:

Property Address: Land off Woodland Avenue; Green Street & Matthews Street; Gardner, Massachusetts

Parcel A

A certain parcel of land situated off the westerly side of Woodland Avenue, in Gardner, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the northeasterly corner thereof, at a drill hole at the end of a stone wall at land of Henry Heywood Memorial Hospital, and at the southeasterly corner of other land of the City of Gardner, being shown as Parcel "B" on a plan hereinafter referred to, said drill hole being located North 85° 54' 42" West, along a line that divides two parcels of said Hospital land, a distance of 132.00 feet from an iron pin in the westerly line of Woodland Avenue;

THENCE South 03° 45' 46"West, by said Hospital land 82.48 feet to a drill hole at a corner of land of David H. Gill;

THENCE South 04° 26' 23" West, by said Gill land 76.50 feet to a corner of other land of the City of Gardner, the preceding two courses being by a stone wall;

THENCE North 80° 49' 58" West, by said city land 430.19 feet to an iron pin at a corner of land of the first mentioned City of Gardner and Parcel "B" on said plan;

THENCE North 78° 19' 58" East, by said City land and Parcel "B" 445.23 feet to a drill hole at land of the first mentioned Henry Heywood Memorial Hospital and the point of beginning.

Containing 0.782 acres or 34,098 square feet.

98 MAR 26 AM 9:41

No Right of Way is herein granted, nor is any by necessity to be implied. The grantee herein has access to a public road over other adjoining land owned by them.

Being shown as Parcel "A" on a plan entitled: Plan of Parcels Prepared For the City of Gardner, Gardner, MA, Scale: 1 inch = 60 feet, July 16, 1997, Szoc Surveyors, 32 Pleasant St., Gardner, MA, Tel. (508) 632-0233, to be recorded herewith in Worcester District Registry of Deeds, Plan Book 726 plan 2

Being a portion of the premises granted to the City of Gardner by deed of Henry E. Heywood et al dated September 6, 1933 and recorded in Worcester District Registry of Deeds, Book 2590, Page 230.

Parcel B

A certain parcel of land situated off the westerly side of Woodland Avenue, in Gardner, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the southeasterly corner thereof, at a drill hole at the end of a stone wall at land of Henry Heywood Memorial Hospital, and at the northeasterly corner of other land of the City of Gardner, being shown as Parcel "A" on a plan hereinafter referred to, said drill hole being located North 85° 54' 42" West, by a line that divides two parcels of said Hospital land, a distance of 132.00 feet from an iron pin in the westerly line of Woodland Avenue;

THENCE South 78° 19' 58" West, by said City land and Parcel "A", 445.23 feet to an iron pin at a corner of other land of the City of Gardner;

THENCE North 04° 22' 10" West, by said City land 190.00 feet to a drill hole in a stone wall at a corner of land of Henry Heywood Memorial Hospital;

Please Return To:
John F. Bohman, Esq.
P.O. Box 429
Gardner, MA 01440

16343

THENCE South 88° 03' 32" East, partly by a stone wall, 456.77 feet;
THENCE South 04° 05' 18" West, 84.15 feet to a drill hole at the northeasterly corner of the aforementioned Parcel "A", and the point of BEGINNING, the preceding two courses being by said hospital land.
Containing 1.404 acres or 61,159 square feet.

No Right of Way is herein granted, nor is any by necessity to be implied. The grantee herein has access to a public road over other adjoining land owned by them.

Being shown as Parcel "B" on a plan entitled: Plan of Parcels Prepared For the City of Gardner, Gardner, MA, Scale: 1 inch = 60 feet, July 16, 1997, Szoc Surveyors, 32 Pleasant St., Gardner, MA, Tel (508) 632-0233, to be recorded herewith in Worcester District Registry of Deeds.

Being a portion of the premises granted to the City of Gardner by deed of Henry E. Heywood et al dated September 6, 1933 and recorded in Worcester District Registry of Deeds, Book 2590, Page 230.

Parcel C

A certain parcel of land situated at the southeasterly intersection of the easterly line of Green Street with the southerly line of Matthews Street, in Gardner, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the southwesterly corner thereof, at a point in the easterly line of Green Street, at a corner of land of Ann H. Damon;
THENCE northerly by a curve to the left having a radius of 1934.86 feet, an arc length of 40.46 feet to a point of tangency;
THENCE North 21° 51' 05" West, 29.76 feet to a bound at a point of curvature of a curve that rounds the southeasterly intersection of the easterly line of Green Street with the southerly line of Matthews Street, the preceding two courses being by the said line of Green Street;
THENCE northerly and northeasterly by a curve to the right, having a radius of 35.00 feet, an arc length of 44.41 feet to a point of tangency in the southerly line of Matthews Street;
THENCE North 50° 50' 25" East, by said street line 345.12 feet to a corner of other land of the City of Gardner, the grantor herein;
THENCE South 10° 54' 46" East, partly by a stone wall 245.14 feet to a drill hole at a corner of stone walls at a corner of land of the first mentioned Ann H. Damon;
THENCE South 74° 31' 03" West, by said Damon land and partly by a stone wall 309.90 feet to the easterly line of Green Street and the point of beginning.
Containing 1.255 acres or 54,692 square feet.

Being shown as Parcel "C" on a plan entitled: Plan of Parcels Prepared For The City of Gardner, Gardner, MA, Scale: 1 inch = 60 feet, July 16, 1997, Szoc Surveyors, 32 Pleasant St., Gardner, MA, Tel (508) 632-0233, to be recorded herewith in Worcester District Registry of Deeds.

Being a portion of the premises granted to the City of Gardner by deed of Heywood Farm, Inc. dated July 29, 1937 and recorded in Worcester District Registry of Deeds, Book 2701, Page 9.

This grant is made with the restriction that the use of the above described Parcels A, B and C shall be limited to vehicular parking, loading area and access driveways.

This conveyance complies with Massachusetts General Laws Chapter 44 Section 63A.

Property Address: Land off Woodland Avneue; Green Street 7 Matthews Street; Gardner, Massachusetts

Please Return To:
John F. Bohman, Esq.
P.O. Box 429
Gardner, MA 01440

 10343

Witness my hand and seal this 26th day of January, 1998

CITY OF GARDNER

By Charles J. Manca
Mayor

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. January 26, 1998

Then personally appeared the above named Charles J. Manca, Mayor of the City of Gardner, and acknowledged the foregoing instrument to be the free act and deed of the Inhabitants of the City of Gardner and his own free act and deed, before me

Wendy Longelin
Notary Public

My Commission Expires: 8-3-01

Property Address: Land off Woodland Avenue; Green Street & Matthews Street in Gardner, Massachusetts

Gardner
3/26/98

ATTEST: WORC. Anthony J. Vigliotti, Register

Please Return To:
John F. Bohman, Esq.
P.O. Box 429
Gardner, MA 01440

10327-10328
CONSOLIDATED

ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER BY ADDING A NEW CHAPTER 565, TO BE ENTITLED "STORMWATER MANAGEMENT," WHICH CHAPTER PROVIDES FOR STORMWATER AND EROSION CONTROL MEASURES, ILLICIT CONNECTIONS AND DISCHARGES TO THE STORMWATER DRAIN SYSTEM, ENFORCEMENT, AND PENALTIES FOR VIOLATION OF THE CHAPTER.

Be it ordained by the City Council of the City of Gardner as follows:

Section 1.

The Code of the City of Gardner is hereby amended by adding thereto a new chapter, to be Chapter 565, Stormwater Management, to read as follows:

ARTICLE I
Stormwater and Erosion Control

§ 565-1. - Purpose and intent.

(A) The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare of the city by establishing minimum requirements and procedures to control the adverse effects of soil erosion and sedimentation, construction site runoff, increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, protect water and aquatic resources, protect and enhance wildlife habitat, and promote groundwater recharge to protect surface and groundwater drinking supplies. This ordinance seeks to meet that purpose through the following objectives:

(1) Establish a mechanism by which the municipality can monitor and ensure compliance with requirements of Phase II of the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Small Municipal Separate

Storm Sewer Systems (MS4) and other applicable State and Federal mandates. Under the Phase II stormwater permit, the U.S. Environmental Protection Agency (EPA) required regulated municipalities to reduce the discharge of pollutants in stormwater to the maximum extent practicable and to adopt ordinances to address the control of sources of pollutants entering the municipal storm drain system.

(2) Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources.

(3) Require that new development, redevelopment and other land alteration activities maintain the after-development runoff characteristics as equal to or better than the pre-development runoff characteristics where appropriate in order to reduce flooding, stream bank erosion, siltation, nonpoint source pollution, property damage, and to maintain the integrity of stream channels and aquatic habitats.

(4) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality; establish minimum design criteria for the protection of properties and aquatic resources downstream from land development and land conversion activities from damages due to alterations in volume, velocity, frequency, duration, and peak flow rate of storm water runoff; establish minimum design criteria for measures to eliminate or minimize to the extent feasible nonpoint source pollution from stormwater runoff which would otherwise degrade water quality.

(5) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet or exceed the minimum post-development stormwater management standards.

(6) Encourage the use of nonstructural stormwater management, environmentally sensitive site design practices, and low-impact development practices, such as reducing impervious cover, increasing site-wide infiltration, and preserving open space and other natural areas, to the maximum extent practicable.

(7) Establish provisions that require practices that eliminate soil erosion and sedimentation and control the volume and rate of stormwater runoff resulting from land disturbance activities.

(8) Establish provisions to ensure that soil erosion and sedimentation control measures and stormwater runoff control practices are incorporated into the site planning and design process and are implemented and maintained.

(9) Establish provisions for the long-term operation and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety or the environment.

(10) Establish certain administrative procedures for the submission, review, approval or disapproval of stormwater management plans, erosion and sediment controls, the inspection of construction sites and approved active projects, and long-term monitoring.

(11) Ensure that construction and waste materials, toxic materials, hazardous materials, and other pollutants are prevented from mixing with stormwater runoff, which would degrade water quality.

(12) Establish the City of Gardner's legal authority and capacity to ensure compliance with the provisions of this ordinance through permitting, inspection, monitoring, and enforcement.

(B) Nothing in this ordinance is intended to replace the requirements of the City of Gardner Zoning Ordinance, the Massachusetts Wetlands Protection Act, the City of Gardner General Ordinance, any other ordinance that may be adopted by the City of Gardner, or any rules and regulations adopted there under.

§ 565-2. - Purpose and intent.

This ordinance is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, and pursuant to the regulations of the Federal Clean Water Act found at 40 CFR 122.34.

§ 565-3. - Definitions.

The following definitions shall apply in the interpretation, implementation, and enforcement of this ordinance:

Alter

Any activity that will measurably change the ability of a ground surface area to absorb water, will change existing surface drainage patterns, or will increase or decrease the rate or volume of flow from a site. Alter may be similarly represented as "alteration of drainage characteristics," and "conducting land-disturbing activities".

Applicant

Any person, individual, partnership, association, organization, firm, company, trust, corporation, agency, authority, department, or political subdivision of the commonwealth or the federal government, to the extent permitted by law, any officer, employee, or agent of such person who has filed an application for a stormwater permit.

Development

The modification of land to accommodate a new use, revised use, or expansion of use, usually involving construction.

Discharge of pollutants

The addition of any pollutant or combination of pollutants into the MS4 or into the waters of the United States or the waters of the commonwealth, from any source.

Environmentally sensitive site design: Design that incorporates low impact development techniques to prevent the generation of stormwater and nonpoint source pollution by reducing impervious surfaces, disconnecting stormwater sheet flow paths and treating stormwater at its source, maximizing open space, minimizing disturbance, protecting natural features and processes, and/or enhancing wildlife habitat, as defined in 310 CMR 10.

Impervious cover (IC) or impervious area (IA): Any material or structure on, above or below the ground that prevents water from infiltrating through the underlying soil. Impervious surface is defined to include, without limitation: roads, paved surfaces (parking lots, sidewalks, and driveways), concrete, brick, stone, and roof tops.

Infiltration

The act of conveying surface water into the ground to permit groundwater recharge and the reduction of stormwater runoff from a site.

Land disturbance

Any action that causes removal of vegetation (including tree cutting) or that causes a change in the position, location, or arrangement of soil, sand, rock, gravel or similar earth material. See also "alter."

Land-disturbing activity

Any action that causes a change in the existing soil cover which includes the position or location of soil, sand, rock, gravel, or similar earth material. Land-disturbing activities include, but are not limited to, clearing, clearing of trees, grubbing, filling and excavation.

Low impact development (LID) techniques

Innovative stormwater management systems that are modeled after natural hydrologic features. See 310 CMR 10 for further clarification.

Massachusetts Stormwater Management Standards

The latest version as may be amended from time to time of the stormwater management standards and accompanying Stormwater Handbook issued by the Massachusetts Department of Environmental Protection Agency pursuant to authority under the Wetlands Protection Act, M.G.L.A. c. 131, § 40, and the Massachusetts Clean Waters Act, M.G.L.A. c. 21, § 26-53. The Stormwater Management Standards are incorporated in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k) and the Water Quality Certification Regulations, 314 CMR 9.06(6)(a).

Municipal separate storm sewer system (MS4) or Municipal storm drain system: The conveyance or system of conveyances designed or used for collecting or conveying stormwater, which is not a combined sewer, including any road with a drainage system, municipal street, catch basins, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, ditch, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the City of Gardner.

Nonpoint source

Any source from which pollution is discharged which is not identified as a point source, including, but not limited to urban, agricultural, or silvicultural runoff. Nonpoint source pollution emanates from many diffuse sources caused by rainfall, snowmelt, or other methods of pollutant transport moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into water resource areas.

Point source

The term "point source" means any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

Pollutant

Any element or property of sewage, agricultural, industrial, or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any storm drain system treatment works, ground water or surface water. Pollutants shall include, without limitation:

A. Paints, varnishes, and solvents;

B. Oil and other automotive fluids;

C. Non-hazardous liquid and solid wastes and yard wastes;

D. Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, accumulations and floatables;

E. Pesticides, herbicides, and fertilizers;

F. Hazardous materials and wastes; sewage, fecal coliform, and pathogens;

G. Dissolved and particulate metals;

H. Animal wastes;

I. Rock, sand, salt, soils, with the exception of winter salting and sanding in quantities that will not clog or otherwise impair the performance of the MS4 and stormwater management systems;

J. Construction wastes and residues; and

K. Noxious or offensive matter of any kind.

Post-development

The conditions that reasonably may be expected or anticipated to exist after completion of the land development activity in accordance with approved plans on a specific site or tract of land. Post-development refers to the phase of a new development or redevelopment project after completion, and does not refer to the construction phase of a project.

Pre-development

The conditions that exist prior to the proposed disturbance activity. Where phased development or plan approval occurs (preliminary grading, roads, utilities, etc.) the existing conditions at the time prior to the first plan submission shall establish pre-development conditions.

Recharge

The replenishment of underground water reserves.

Reconstruction

Any action causing complete removal and replacement of paved surfaces, such as driveways, parking areas and roads.

Redevelopment

Any construction, alteration, improvement, repaving, or resurfacing on a previously-developed site.

Runoff

Rainfall or snowmelt water flowing over the ground surface or other source that may result in transport of pollutants.

Site

Any lot or parcel of land or area of property where land-disturbing activities are, were, or will be performed.

Stockpiling

The storage of unsecured material for future use, excluding the storage of materials ten cubic yards or less when secured utilizing erosion controls to prevent erosion of material.

Stormwater

Stormwater runoff, snow melt runoff, and surface water runoff or drainage.

Stormwater best management practice (BMP)

A structural or non-structural technique for managing stormwater to prevent or reduce nonpoint source pollutants from entering surface waters or ground waters, as defined in 310 CMR 10. A structural stormwater best management practice includes a basin, discharge outlet, swale, rain garden, filter, or other stormwater treatment practice or measure either alone or in combination including, without limitation, any overflow pipe, conduit, weir control structure that:

A. Is not naturally occurring;

B. Is not designed as a wetland replication area; and

C. Has been designated, constructed, and installed for the purpose of conveying, collecting, storing, discharging, recharging or treating stormwater.

Nonstructural stormwater best management practices include source control and pollution prevention measures.

Stormwater management permit (SMP)

A permit issued by the stormwater authority, after review of an application, plans, calculations, and other supporting documents, which is designed to protect the environment of the city from the deleterious effects of uncontrolled and untreated stormwater runoff.

Surface waters

All water other than groundwater within the jurisdiction of the commonwealth including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, and coastal waters, as defined in 310 CMR 10.00.

Toxic material or hazardous material or waste

Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious, or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous material include any synthetic organic chemical, petroleum, product, heavy metal, radioactive or infectious waste, acid, and alkali, and any substance defined as toxic or hazardous under M.G.L.A. c. 21C and c. 21E, and the regulations at 310 CMR 30.300 and 310 CMR 40.0000.

§ 565-4. - Applicability.

(A) This ordinance shall be applicable to the following activities. Compliance with all provisions of this ordinance, to the maximum extent practicable as determined by the stormwater authority, shall be a requirement for issuance of a stormwater management permit.

(1) All subdivisions as defined in the Massachusetts Subdivision Control Law (M.G.L.A. c. 41 §§ 81K—81GG) requiring approval of a definitive subdivision plan;

(2) Any activity that will result in a land disturbance of ten thousand square feet or greater within the City of Gardner.

(B) This ordinance shall apply to land or parcels of land that are held in common ownership (including ownership by related or jointly-controlled persons or entities) as of the effective date of this ordinance, if the total land-disturbing activities on said land or parcels, considered as a whole, would presently or ultimately exceed the minimum thresholds in this ordinance. A development shall not be segmented or phased in a manner to avoid compliance with this ordinance. The building department shall review all building permits to determine if a storm water management permit will be required, and, if required, will direct the applicant or potential applicant to the designated contact person at the department of public works.

(C) Coordination with other city permits.

(1) No building permit, subdivision approval, special permit, variance, or finding shall constitute compliance with this ordinance. For a project or activity that meets the scope and applicability of this section of this ordinance, no work may commence until the site owner or his agent submits the required documentation, the stormwater authority issues a stormwater permit, and the site owner and responsible parties sign and certify that all land clearing, construction and development will be done pursuant to the approved plans and permit.

(2) The ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall take precedence.

(3) In case of conflicting requirements, applicable state and or federal statutes and regulations shall be considered the more restrictive or more protective of human health and the environment, and shall take precedence over the City of Gardner's Stormwater and Erosion Control Ordinance and the rules and regulations promulgated thereunder. These state statutes and regulations include, but are not limited to the Massachusetts Wetlands Protection Act, the Massachusetts Rivers Act, the Massachusetts Watershed Protection Act, and the Massachusetts Stormwater Management Standards, as amended.

(4) In no instances shall a stormwater management permit constitute authorization for alteration of wetland resources subject to the jurisdiction of the Wetlands Protection Act.

§ 565-5. - Exemptions.

(A) Exemptions from this ordinance apply to the following activities, provided that a project is solely comprised of any one of these activities:

(1) Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act Regulations at 310 CMR 10.04 ("Agricultural"), M.G.L.A. c. 40A, § 3 and the conversion of additional land to agricultural use, when undertaken in such a manner as to prevent erosion and siltation through the use of best management practices recommended by the U.S. Department of Agriculture Natural Resources Conservation Service or the Massachusetts Department of Agricultural Resources.

(2) Any work or projects for which all necessary approvals and permits were issued before the effective date of this ordinance. All applicable and relevant regulations must be met; city, state and federal. (This exemption does not apply to amendments or extensions of approved projects that have not started construction. In these cases, the applicant may need to re-design the project to comply with these requirements.)

(3) Routine maintenance of existing landscaping, gardens or lawn areas associated with a single family dwelling. Routine maintenance includes activities that are regularly scheduled to maintain the health and condition of a landscaped area. Examples include removal of weeds or invasive species, pruning, mowing, raking, and other activities that are done at regular intervals within the course of a year.

(4) Construction of any fence that will not alter existing terrain or drainage patterns.

(5) Construction, reconstruction, operation and maintenance of utilities (including but not limited to gas, city stormwater, water, sanitary sewer, road maintenance, electric, telephone, or cable television) excluding the construction of new MS4, where the surface vegetation and contours of the area shall be substantially restored.

(6) Emergency repairs to any existing utilities (gas, water, sanitary sewer, septic, electric, telephone, cable television, etc.) and emergency repairs to any stormwater management facility that poses a threat to public health or safety, as deemed necessary by the department of public works. All reasonable efforts must be made to use proper stormwater erosion controls in all emergency repairs.

(7) Repair, replacement or expansion of septic systems. Note—Proper erosion controls must be used.

§ 565-6. – Administration and permitting process.

(A) Stormwater Authority. The Department of Public Works is hereby designated as the stormwater authority. The stormwater authority, or his/her agent, shall administer, implement, and enforce this ordinance. The Department of Public Works may delegate in writing another city department, commission or board to act as his/her agent to review application submittals and for site inspections and enforcement of this ordinance.

(B) Stormwater and Erosion Control Regulations ("Regulations"). The stormwater authority may adopt, and periodically amend, rules and regulations relating to the terms, conditions, definitions, enforcement, delegation of authority, procedures and administration of this ordinance. Failure of the stormwater authority to promulgate such rules and regulations or a legal declaration of their invalidity by a court shall not act to suspend or invalidate the effect of this ordinance.

(C) Stormwater Management Handbook. The stormwater authority will utilize the Massachusetts Stormwater Management Standards and the Massachusetts Stormwater Handbooks, as amended from time to time, for criteria and information including specifications and standards of the latest edition of the Massachusetts Stormwater Management Handbook for the execution of the provisions of this ordinance. These include a list of acceptable stormwater treatment practices, including the specific design criteria for each stormwater practice. Unless specifically made more stringent in this ordinance and the rules and regulations promulgated hereunder, stormwater management practices that are designed, constructed, and maintained in accordance with the Massachusetts Stormwater Handbooks' design and sizing criteria shall be presumed by the stormwater authority to be protective of the Massachusetts Water Quality Standards.

(D) Stormwater Management Permit. The Stormwater Authority shall have the authority to issue a Stormwater Management Permit (SMP) for projects exceeding the thresholds defined in this Ordinance. Requirements of the SMP may be defined and included within the regulations promulgated pursuant to this Ordinance.

(E) Appeals of Actions by the Stormwater Authority. A decision by the stormwater authority made under this ordinance shall be final. Further relief shall be to the Superior Court in accordance with the provisions of M.G.L.A c. 249, § 4.

§ 565-7. – Enforcement.

(A) The stormwater authority, or an authorized agent of the stormwater authority, shall enforce this ordinance, and any regulations, permit orders, violation notices, and enforcement orders, and may pursue all civil and criminal remedies for violations.

(B) If a person violates the provisions of this ordinance or its regulations, or a permit, notice or order issued there under, the stormwater authority may seek injunctive relief in a court of competent jurisdiction to restrain the person from activities which would create further violations or to compel the person to perform abatement or remediation of the violation.

(C) The stormwater authority, or an authorized agent of the stormwater authority, may issue a written order to enforce the provisions or this ordinance or the regulations, which may include requirements to:

(1) Cease and desist from land-disturbing activity until there is compliance with the ordinance or provisions of an approved SMP;

(2) Maintain, install or perform additional erosion and sediment control measures;

(3) Perform monitoring, analyses, and reporting;

(4) Remediate erosion and sedimentation resulting directly or indirectly from land-disturbing activity;

(5) Comply with requirements in the SMP for operation and maintenance of stormwater management systems; and

(6) Remediate adverse impacts resulting directly or indirectly from malfunction of the stormwater management systems. If the stormwater authority or its authorized agent determines that abatement or remediation is required, the order shall set forth a deadline by which such abatement or remediation must be completed.

(D) Criminal Penalties. Any person who violates any provisions of this ordinance, regulation, order or permit issued hereunder, shall be punished by a fine of not more than three hundred dollars. Each day a violation exists shall constitute a new and separate violation.

(E) Non-Criminal Disposition. As an alternative to criminal prosecution or civil action, the stormwater authority may elect to utilize the non-criminal disposition procedure set forth in M.G.L.A c. 40, § 21D, in which case any police officer of the City of Gardner, the city engineer, and such other persons as are authorized by the stormwater authority shall be the enforcing person. If non-criminal disposition is used, any person who violates any provision of this ordinance, regulation, order or permit issued thereunder, shall be punished as follows:

(1) First violation: Warning

(2) Second violation: one hundred dollars

(3) Third violation: two hundred dollars

(4) Fourth and subsequent violations: three hundred dollars.

(5) Each day a violation exists shall constitute a separate violation. Each day of noncompliance shall constitute a new and separate violation. The conservation agent, DPW personnel and any other city employee designated in writing by the Stormwater Authority, may as an alternative to initiating criminal proceedings, seek the noncriminal disposition of violations of the Storm Water Ordinance, by following the procedure set forth in M.G.L.A. c. 40, § 21D. Any person, corporation, company, or partnership that violates any provision of this ordinance shall be subject to a penalty of one hundred dollars for the second offense, two hundred dollars for the third offense, and three hundred dollars for the fourth and each additional offense.

(F) Remedies Not Exclusive. The remedies listed in this ordinance are not exclusive of any other remedies available to the stormwater authority or the city under any applicable federal, state or local law.

§ 565-8. – Severability.

(A) The invalidity of any section, provision, paragraph, sentence, or clause of this ordinance shall not invalidate any section, provision, paragraph, sentence, or clause thereof, nor shall it invalidate any permit or determination that previously has been issued.

ARTICLE II
Illicit Connections and Discharges to the Storm Drain System

§ 565-9. - Purpose and Authority.

(A) The purpose of this article is to regulate illicit connections and discharges to the storm drain system, which is necessary for the protection of Gardner's water bodies, groundwater, and to safeguard the public health, safety, welfare and the environment.

The objectives of this article are:

(1) To prevent pollutants from entering Gardner's municipal separate storm sewer system (MS4).

(2) To prohibit illicit connections and unauthorized discharges to the MS4.

(3) To require the removal of all such illicit connections.

(4) To comply with state and federal statutes and regulations relating to stormwater discharges.

(5) To establish the legal authority to ensure compliance with the provisions of this article through inspection, monitoring and enforcement.

(6) To prevent contamination of drinking water supplies.

(B) Authority. The Department of Public Works shall administer, implement and enforce this article.

§ 565-10. - Definitions.

For the purposes of this article, the following shall mean:

Authorized enforcement agency

The Department of Public Works, its employees or agents designated to enforce this article.

Best management practice (BMP)

An activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improved the quality of stormwater runoff.

Clean Water Act

The Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.) as hereafter amended.

Discharge of pollutants

The addition from any source of any pollutant or combination of pollutants into the storm drain system or into the waters of the United States or Commonwealth from any source.

Groundwater

All water beneath the surface of the ground.

Illegal discharge

Any direct or indirect nonstormwater discharge to the storm drain system, except as specifically exempted in sections 5(4) and 5(5). The term does not include a discharge in compliance with an NPDES stormwater discharge permit.

Illicit connection

Any surface or subsurface drain or conveyance, which allows an illegal discharge into the storm drain system. Illicit connections include conveyances which allow a nonstormwater discharge to the storm drain system, including sewage, process wastewater or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether such connection was previously allowed, permitted, or approved before the effective date of this article.

Impervious surface

Any material or structure on or above the ground that prevents water from infiltrating the underlying soil.

Municipal separate storm sewer system (MS4) or municipal storm drain system

The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system; street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the City of Gardner.

National pollutant discharge elimination system (NPDES) storm water discharge permit

A permit issued by United States Environmental Protection Agency or jointly with the state that authorized the discharge of pollutants to waters of the United States.

Nonstormwater discharge

Any discharge to the storm drain system, not composed entirely of stormwater.

Person

Any individual, partnership, association, firm, company, trust, corporation, and, any agency, authority, department or political subdivision of the commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

Pollutant

Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the commonwealth. Pollutants shall include:

A. Paints, varnishes and solvents.

B. Oil and other automotive fluids.

C. Nonhazardous liquid and solid wastes and yard wastes.

D. Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, accumulations and floatables.

E. Pesticides, herbicides and fertilizers.

F. Hazardous materials and wastes; sewage, fecal coliform and pathogens.

G. Dissolved and particulate metals.

H. Animal wastes.

I. Rock, sand, salt, soils, with the exception of winter salting and sanding in quantities that will not clog or otherwise impair the performance of the MS4 and stormwater management systems;

J. Construction wastes and residues.

K. Noxious or offensive matter of any kind.

Process wastewater

Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

Recharge

The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

Storm drain system

The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system on public or private ways within the City of Gardner.

Stormwater

Runoff from precipitation or snow melt.

Toxic or hazardous material or waste

Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as toxic or hazardous under G.L. chapters 21C and 21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.000.

Uncontaminated

Water containing no pollutants.

Wastewater

Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

Waters of the commonwealth

All waters within the jurisdiction of the commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters and groundwater.

§ 565-11. - Applicability.

This article shall apply to flows entering the storm drain system on public or private ways with the City of Gardner.

§ 565-12. - Regulations.

The Department of Public Works may promulgate rules, regulations and a permitting process to effectuate the purposes of this article. Failure by the Department of Public Works to promulgate such rules and regulations shall not have the effect of suspending or invalidating this article.

§ 565-13. – Prohibited activities.

(A) Illegal Discharges. No person shall dump, discharge, cause or allow to be discharged any pollutant or nonstormwater discharge into the storm drain system, watercourse, or into the waters of the commonwealth.

(B) Illicit Connections. No person shall construct, use, allow, maintain or continue any illicit connection to the storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

(C) Obstruction of Storm Drain System. No person shall obstruct or interfere with the normal flow of stormwater in or out of the storm drain system without prior approval from the Department of Public Works or its designated agent.

(D) Exemptions. This section shall not apply to any of the following nonstormwater discharges or flows provided that the source is not a significant contributor of a pollutant to the storm drain system:

(1) Municipal waterline flushing.

(2) Discharges from landscape irrigation or lawn watering.

(3) Water from individual residential car washing and temporary fund-raising car wash events.

(4) Discharges from dechlorinated swimming pool water, provided it is allowed to stand for one week prior to draining, or tested for chlorine levels with a pool test kit prior to draining (less than one part per million chlorine), and the pool is drained in such a way as not to cause a nuisance.

(5) Discharges from street sweepers of minor amounts of water during operations.

(6) Discharges or flows resulting from fire fighting activities.

(7) Nonstormwater discharges permitted under an NPDES permit, waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations.

(E) Exemptions with Permit from Department of Public Works. This section shall not apply to any of the following nonstormwater discharges or flows, provided that the source is not a significant contributor of a pollutant to the storm drain system, and provided that a permit is approved by the Department of Public Works:

(1) Flows from potable water sources.

(2) Springs.

(3) Natural flows from riparian habitats and wetlands.

(4) Diverted stream flows.

(5) Rising groundwater.

(6) Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater.

(7) Uncontaminated groundwater discharge from a sump pump, with a permit from the Department of Public Works.

(8) Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems, such as dewatering excavations for foundation or pipelines), crawl space pumps, or air conditioning condensation.

(9) Dye testing, provided verbal notification is given to the Department of Public Works prior to the time of the test.

(10) Unforeseen sources, on a case by case basis

The Department of Public Works may develop criteria for issuing permits under this section, based on the need to maintain capacity of the storm drain system and to protect public health, safety, welfare of the environment.

§ 565-14. – Suspension of storm drain system access.

(A) The Department of Public Works may suspend storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened illegal discharge that presents or may present imminent risk of harm to the public health, safety, welfare or the environment. In the event, any person fails to comply with an emergency suspension order, the authorized enforcement agency may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

(B) Any person in violation of this section may have their storm drain system access terminated, if such termination would abate or reduce an illicit discharge. The Department of Public Works will notify a violator of the proposed termination of storm drain system access. The violator may petition the Department of Public Works for reconsideration and hearing. Any person who reinstates storm drain system access to premises terminated pursuant to this section, without prior approval from the Department of Public Works, shall be deemed to have violated this article.

§ 565-15. – Notification of spills.

(A) Notwithstanding any other requirements of local, state, or federal law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials at that facility operation which is resulting or may result in illegal discharge of pollutants that person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the Gardner Fire and Police departments. In the event of a release of nonhazardous material, such person shall notify the authorized enforcement agency not later than the next business day. Written confirmation of all telephone, facsimile or in person notifications shall be provided to the authorized enforcement agency within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

§ 565-16. - Enforcement.

(A) Enforcement. The Department of Public Works or its authorized agent shall enforce this article, and the regulations promulgated thereunder, as well as the terms and conditions of all permits, notices, and orders, and may pursue all civil and criminal remedies for such violations.

(B) Civil Relief. If anyone violates the provisions of this article, regulations, permit, notice, or order issued thereunder, the Department of Public Works may seek injunctive relief in a court of competent jurisdiction to restrain the person from activities which would create further violations or compel the person to abate or remediate the violation.

(C) Orders. The Department of Public Works may issue a written order to enforce the provisions of this article or the regulations thereunder, which may include: (1) elimination of illicit connections or discharges to the storm drain system; (2) termination of access to the storm drainage

system; (3) performance of monitoring, analyses, and reporting; (4) cessation of unlawful discharges, practices, or operations; and (5) remediation of contamination in connection therewith. If the Department of Public Works determines that abatement or remediation of contamination is required, the order shall set forth a deadline for completion of the abatement or remediation. Such order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the city may, at its option, undertake such work, and expenses thereof shall be charged to the violator or property owner.

Within thirty days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the city, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Department of Public Works within thirty days following a decision of the receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty days following a decision of the Department of Public Works affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of such costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in G.L. chapter 59, section 57 after the thirty-first day at which the costs first become due.

(D) Criminal and Civil Penalties. Any person who violates any provision of this article, valid regulation, or the terms or conditions in any permit or order prescribed or issued thereunder, shall be subject to a fine not to exceed three hundred dollars for each day such violation occurs or continues or subject to a civil penalty, which may be assessed in an action brought on behalf of the city in any court of competent jurisdiction.

(E) Noncriminal Disposition. As an alternative to criminal prosecution or civil action, the City of Gardner may elect to utilize the noncriminal disposition procedure set forth in G.L. chapter 40, section 21D. The Department of Public Works shall be the enforcing entity. The penalty for the 1st violation shall be one hundred dollars. The penalty for the 2nd violation shall be two hundred

dollars. The penalty for the 3rd and subsequent violations shall be three hundred dollars. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

(F) Entry to Perform Duties under this Article. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Department of Public Works, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this article and regulations and may make or cause to be made such examinations, surveys or sampling as the Department of Public Works deems reasonably necessary.

(G) Appeals. The decisions or orders of the Department of Public Works shall be final. Further relief shall be to a court of competent jurisdiction.

(H) Remedies Not Exclusive. The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law.

§ 565-17. - Severability.

(A) If any provision, paragraph, sentence, or clause, of this article shall be held invalid for any reason, all provisions shall continue in full force and effect.

10327-10328

City of Gardner, *Executive Department*

RECEIVED
2020 AUG 20 PM 2:28
CITY CLERK'S OFFICE
GARDNER, MA

Michael J. Nicholson, Mayor

August 20, 2020

The Honorable Elizabeth Kazinskas, President
And Gardner City Councilors
95 Pleasant St., Rm 121
Gardner, MA 01440

RE: Proposed Stormwater Ordinances

Dear President Kazinskas and Councilors,

In 2017, the Federal Environmental Protection Agency ("EPA") issued new mandates for cities and towns across the United States to implement new regulations regarding Stormwater discharge as part of their respective ordinances. The initial mandate that was given for these ordinances was to have these items passed and codified into cities' ordinances by the end of the 2019 calendar year or the EPA would issue significant fines and penalties to those that did not comply.

Following the EPA issuing a compliance order to the City in December of 2019, the City received two (2) extensions from this deadline – once to be able to complete the review of the requirements in time, and the second as a result of the absence of having an elected mayor for six months in 2020. Our current extension expires on October 15, 2020. The City has also been informed that we will likely not be issued an additional extension. Failure to adopt ordinances by the October 15th deadline will likely result in the Federal Government issuing significant fines and penalties against the City.

The two (2) attached ordinance proposals have been worked on and reviewed by the City Engineer's Office, the City's Law Department, and officials from the EPA in order to ensure all of the mandated requirements are met.

Thank you for your attention to these matters.

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

Enclosures:

- Stormwater and Erosion Control Proposed Ordinance
- Illicit Connections and Discharges to Storm Drain System Proposed Ordinance

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10327

XXXXXX. - STORMWATER AND EROSION CONTROL

Sec. XXXX. - Purpose and intent.

(a) The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare of the city by establishing minimum requirements and procedures to control the adverse effects of soil erosion and sedimentation, construction site runoff, increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, protect water and aquatic resources, protect and enhance wildlife habitat, and promote groundwater recharge to protect surface and groundwater drinking supplies. This ordinance seeks to meet that purpose through the following objectives:

(1) Establish a mechanism by which the municipality can monitor and ensure compliance with requirements of Phase II of the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and other applicable State and Federal mandates. Under the Phase II stormwater permit, the U.S. Environmental Protection Agency (EPA) required regulated municipalities to reduce the discharge of pollutants in stormwater to the maximum extent practicable and to adopt ordinances to address the control of sources of pollutants entering the municipal storm drain system.

(2) Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources.

(3) Require that new development, redevelopment and other land alteration activities maintain the after-development runoff characteristics as equal to or better than the pre-development runoff characteristics where appropriate in order to reduce flooding, stream bank erosion, siltation, nonpoint source pollution, property damage, and to maintain the integrity of stream channels and aquatic habitats.

(4) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality; establish minimum design criteria for the protection of properties and aquatic resources downstream from land development and land conversion activities from damages due to alterations in volume, velocity, frequency, duration, and peak flow rate of storm water runoff; establish minimum design criteria for measures to eliminate or minimize to the extent feasible nonpoint source pollution from stormwater runoff which would otherwise degrade water quality.

(5) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet or exceed the minimum post-development stormwater management standards.

(6) Encourage the use of nonstructural stormwater management, environmentally sensitive site design practices, and low-impact development practices, such as reducing impervious cover, increasing site-wide infiltration, and preserving open space and other natural areas, to the maximum extent practicable.

(7) Establish provisions that require practices that eliminate soil erosion and sedimentation and control the volume and rate of stormwater runoff resulting from land disturbance activities.

(8) Establish provisions to ensure that soil erosion and sedimentation control measures and stormwater runoff control practices are incorporated into the site planning and design process and are implemented and maintained.

(9) Establish provisions for the long-term operation and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety or the environment.

(10) Establish certain administrative procedures for the submission, review, approval or disapproval of stormwater management plans, erosion and sediment controls, the inspection of construction sites and approved active projects, and long-term monitoring.

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(11) Ensure that construction and waste materials, toxic materials, hazardous materials, and other pollutants are prevented from mixing with stormwater runoff, which would degrade water quality.

(12) Establish the City of Gardner's legal authority and capacity to ensure compliance with the provisions of this ordinance through permitting, inspection, monitoring, and enforcement.

(b) Nothing in this ordinance is intended to replace the requirements of the City of Gardner Zoning Ordinance, the Massachusetts Wetlands Protection Act, the City of Gardner General Ordinance, any other ordinance that may be adopted by the City of Gardner, or any rules and regulations adopted there under.

Sec. XXXX. - Authority.

This ordinance is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, and pursuant to the regulations of the Federal Clean Water Act found at 40 CFR 122.34., and as authorized by the residents of the City of Gardner at City Council Meeting dated XXXXXXXXXX.

Sec. XXXXX. - Definitions.

The following definitions shall apply in the interpretation, implementation, and enforcement of this ordinance:

Alter: Any activity that will measurably change the ability of a ground surface area to absorb water, will change existing surface drainage patterns, or will increase or decrease the rate or volume of flow from a site. Alter may be similarly represented as "alteration of drainage characteristics," and "conducting land-disturbing activities".

Applicant: Any person, individual, partnership, association, organization, firm, company, trust, corporation, agency, authority, department, or political subdivision of the commonwealth or the federal government, to the extent permitted by law, any officer, employee, or agent of such person who has filed an application for a stormwater permit.

Development: The modification of land to accommodate a new use, revised use, or expansion of use, usually involving construction.

Discharge of pollutants: The addition of any pollutant or combination of pollutants into the MS4 or into the waters of the United States or the waters of the commonwealth, from any source.

Environmentally sensitive site design: Design that incorporates low impact development techniques to prevent the generation of stormwater and nonpoint source pollution by reducing impervious surfaces, disconnecting stormwater sheet flow paths and treating stormwater at its source, maximizing open space, minimizing disturbance, protecting natural features and processes, and/or enhancing wildlife habitat, as defined in 310 CMR 10.

Impervious cover (IC) or impervious area (IA): Any material or structure on, above or below the ground that prevents water from infiltrating through the underlying soil. Impervious surface is defined to include, without limitation: roads, paved surfaces (parking lots, sidewalks, and driveways), concrete, brick, stone, and roof tops.

Infiltration: The act of conveying surface water into the ground to permit groundwater recharge and the reduction of stormwater runoff from a site.

Land disturbance: Any action that causes removal of vegetation (including tree cutting) or that causes a change in the position, location, or arrangement of soil, sand, rock, gravel or similar earth material. See also "alter."

Land-disturbing activity: Any action that causes a change in the existing soil cover which includes the position or location of soil, sand, rock, gravel, or similar earth material. Land-disturbing activities include, but are not limited to, clearing, clearing of trees, grubbing, filling and excavation.

Low impact development (LID) techniques: Innovative stormwater management systems that are modeled after natural hydrologic features. See 310 CMR 10 for further clarification.

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Massachusetts Stormwater Management Standards: The latest version as may be amended from time to time of the stormwater management standards and accompanying Stormwater Handbook issued by the Massachusetts Department of Environmental Protection Agency pursuant to authority under the Wetlands Protection Act, M.G.L.A. c. 131, § 40, and the Massachusetts Clean Waters Act, M.G.L.A. c. 21, § 26-53. The Stormwater Management Standards are incorporated in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k) and the Water Quality Certification Regulations, 314 CMR 9.06(6)(a).

Municipal separate storm sewer system (MS4) or Municipal storm drain system: The conveyance or system of conveyances designed or used for collecting or conveying stormwater, which is not a combined sewer, including any road with a drainage system, municipal street, catch basins, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, ditch, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the City of Gardner.

Nonpoint source: Any source from which pollution is discharged which is not identified as a point source, including, but not limited to urban, agricultural, or silvicultural runoff. Nonpoint source pollution emanates from many diffuse sources caused by rainfall, snowmelt, or other methods of pollutant transport moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into water resource areas.

Point source: The term "point source" means any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

Pollutant: Any element or property of sewage, agricultural, industrial, or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any storm drain system treatment works, ground water or surface water.

Pollutants shall include, without limitation:

(1) Paints, varnishes, and solvents;

(2) Oil and other automotive fluids;

(3) Non-hazardous liquid and solid wastes and yard wastes;

(4) Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, accumulations and floatables;

(5) Pesticides, herbicides, and fertilizers;

(6) Hazardous materials and wastes; sewage, fecal coliform, and pathogens;

(7) Dissolved and particulate metals;

(8) Animal wastes;

(9) Rock, sand, salt, soils, with the exception of winter salting and sanding in quantities that will not clog or otherwise impair the performance of the MS4 and stormwater management systems;

(10) Construction wastes and residues; and

(11) Noxious or offensive matter of any kind.

Post-development: The conditions that reasonably may be expected or anticipated to exist after completion of the land development activity in accordance with approved plans on a specific site or tract of land. Post-development refers to the phase of a new development or redevelopment project after completion, and does not refer to the construction phase of a project.

Pre-development: The conditions that exist prior to the proposed disturbance activity. Where phased development or plan approval occurs (preliminary grading, roads, utilities, etc.) the existing conditions at the time prior to the first plan submission shall establish pre-development conditions.

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Recharge: The replenishment of underground water reserves.

Reconstruction: Any action causing complete removal and replacement of paved surfaces, such as driveways, parking areas and roads.

Redevelopment: Any construction, alteration, improvement, repaving, or resurfacing on a previously-developed site.

Runoff: Rainfall or snowmelt water flowing over the ground surface or other source that may result in transport of pollutants.

Site: Any lot or parcel of land or area of property where land-disturbing activities are, were, or will be performed.

Stockpiling: The storage of unsecured material for future use, excluding the storage of materials ten cubic yards or less when secured utilizing erosion controls to prevent erosion of material.

Stormwater: Stormwater runoff, snow melt runoff, and surface water runoff or drainage.

Stormwater best management practice (BMP): A structural or non-structural technique for managing stormwater to prevent or reduce nonpoint source pollutants from entering surface waters or ground waters, as defined in 310 CMR 10. A structural stormwater best management practice includes a basin, discharge outlet, swale, rain garden, filter, or other stormwater treatment practice or measure either alone or in combination including, without limitation, any overflow pipe, conduit, weir control structure that:

(1) Is not naturally occurring;

(2) Is not designed as a wetland replication area; and

(3) Has been designated, constructed, and installed for the purpose of conveying, collecting, storing, discharging, recharging or treating stormwater.

Nonstructural stormwater best management practices include source control and pollution prevention measures.

Stormwater management permit (SMP): A permit issued by the stormwater authority, after review of an application, plans, calculations, and other supporting documents, which is designed to protect the environment of the city from the deleterious effects of uncontrolled and untreated stormwater runoff.

Surface waters: All water other than groundwater within the jurisdiction of the commonwealth including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, and coastal waters, as defined in 310 CMR 10.00.

Toxic material or hazardous material or waste: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious, or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous material include any synthetic organic chemical, petroleum, product, heavy metal, radioactive or infectious waste, acid, and alkali, and any substance defined as toxic or hazardous under M.G.L.A. c. 21C and c. 21E, and the regulations at 310 CMR 30.300 and 310 CMR 40.0000.

Sec. XXXXX- Applicability.

(a) This ordinance shall be applicable to the following activities. Compliance with all provisions of this ordinance, to the maximum extent practicable as determined by the stormwater authority, shall be a requirement for issuance of a stormwater management permit.

(1) All subdivisions as defined in the Massachusetts Subdivision Control Law (M.G.L.A. c. 41 §§ 81K—81GG) requiring approval of a definitive subdivision plan;

(2) Any activity that will result in a land disturbance of ten thousand square feet or greater within the City of Gardner.

(b) This ordinance shall apply to land or parcels of land that are held in common ownership (including ownership by related or jointly-controlled persons or entities) as of the effective date of this ordinance, if the total land-disturbing activities on said land or parcels, considered as a whole, would presently or ultimately exceed the minimum thresholds in this ordinance. A development shall not be segmented or phased in a manner to avoid compliance with this ordinance. The building department shall review all building permits to determine if a storm water management permit will be required, and, if required, will direct the applicant or potential applicant to the designated contact person at the department of public works.

(c) Coordination with other city permits.

(1) No building permit, subdivision approval, special permit, variance, or finding shall constitute compliance with this ordinance. For a project or activity that meets the scope and applicability of this section of this ordinance, no work may commence until the site owner or his agent submits the required documentation, the stormwater authority issues a stormwater permit, and the site owner and responsible parties sign and certify that all land clearing, construction and development will be done pursuant to the approved plans and permit.

(2) The ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall take precedence.

(3) In case of conflicting requirements, applicable state and or federal statutes and regulations shall be considered the more restrictive or more protective of human health and the environment, and shall take precedence over the City of Gardner's Stormwater and Erosion Control Ordinance and the rules and regulations promulgated thereunder. These state statutes and regulations include, but are not limited to the Massachusetts Wetlands Protection Act, the Massachusetts Rivers Act, the Massachusetts Watershed Protection Act, and the Massachusetts Stormwater Management Standards, as amended.

(4) In no instances shall a stormwater management permit constitute authorization for alteration of wetland resources subject to the jurisdiction of the Wetlands Protection Act.

Sec. XXXXX. - Exemptions.

Exemptions from this ordinance apply to the following activities, provided that a project is solely comprised of any one of these activities:

(a) Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act Regulations at 310 CMR 10.04 ("Agricultural"), M.G.L.A. c. 40A, § 3 and the conversion of additional land to agricultural use, when undertaken in such a manner as to prevent erosion and siltation through the use of best management practices recommended by the U.S. Department of Agriculture Natural Resources Conservation Service or the Massachusetts Department of Agricultural Resources.

(b) Any work or projects for which all necessary approvals and permits were issued before the effective date of this ordinance. All applicable and relevant regulations must be met; city, state and federal. (This exemption does not apply to amendments or extensions of approved projects that have not started construction. In these cases, the applicant may need to re-design the project to comply with these requirements.)

(c) Routine maintenance of existing landscaping, gardens or lawn areas associated with a single family dwelling. Routine maintenance includes activities that are regularly scheduled to maintain the health and condition of a landscaped area. Examples include removal of weeds or invasive species, pruning, mowing, raking, and other activities that are done at regular intervals within the course of a year.

(d) Construction of any fence that will not alter existing terrain or drainage patterns.

(e) Construction, reconstruction, operation and maintenance of utilities (including but not limited to gas, city stormwater, water, sanitary sewer, road maintenance, electric, telephone, or cable television) excluding the construction of new MS4, where the surface vegetation and contours of the area shall be substantially restored.

(f) Emergency repairs to any existing utilities (gas, water, sanitary sewer, septic, electric, telephone, cable television, etc.) and emergency repairs to any stormwater management facility that poses a threat to public health or safety, as deemed necessary by the department of public works. All reasonable efforts must be made to use proper stormwater erosion controls in all emergency repairs.

(g) Repair, replacement or expansion of septic systems. Note—Proper erosion controls must be used.

Sec. XXXX - Administration and permitting process.

(a) Stormwater Authority. The Department of Public Works is hereby designated as the stormwater authority. The stormwater authority, or his/her agent, shall administer, implement, and enforce this ordinance. The Department of Public Works may delegate in writing another city department, commission or board to act as his/her agent to review application submittals and for site inspections and enforcement of this ordinance.

(b) Stormwater and Erosion Control Regulations ("Regulations"). The stormwater authority may adopt, and periodically amend, rules and regulations relating to the terms, conditions, definitions, enforcement, delegation of authority, procedures and administration of this ordinance. Failure of the stormwater authority to promulgate such rules and regulations or a legal declaration of their invalidity by a court shall not act to suspend or invalidate the effect of this ordinance.

(c) Stormwater Management Handbook. The stormwater authority will utilize the Massachusetts Stormwater Management Policy and the Massachusetts Stormwater Handbooks Volumes 1, 2 and 3, as amended from time to time, for criteria and information including specifications and standards of the latest edition of the Massachusetts Stormwater Management Handbook for the execution of the provisions of this ordinance. These include a list of acceptable stormwater treatment practices, including the specific design criteria for each stormwater practice. Unless specifically made more stringent in this ordinance and the rules and regulations promulgated hereunder, stormwater management practices that are designed, constructed, and maintained in accordance with the Massachusetts Stormwater Handbooks' design and sizing criteria shall be presumed by the stormwater authority to be protective of the Massachusetts Water Quality Standards.

(d) Stormwater Management Permit. The Stormwater Authority shall have the authority to issue a Stormwater Management Permit (SMP) for projects exceeding the thresholds defined in this Ordinance. Requirements of the SMP may be defined and included within the regulations promulgated pursuant to this Ordinance.

(e) Appeals of Actions by the Stormwater Authority. A decision by the stormwater authority made under this ordinance shall be final. Further relief shall be to the Superior Court in accordance with the provisions of M.G.L.A c. 249, § 4.

Sec. XXXXX. - Enforcement.

(a) The stormwater authority, or an authorized agent of the stormwater authority, shall enforce this ordinance, and any regulations, permit orders, violation notices, and enforcement orders, and may pursue all civil and criminal remedies for violations.

(b) If a person violates the provisions of this ordinance or its regulations, or a permit, notice or order issued there under, the stormwater authority may seek injunctive relief in a court of competent

jurisdiction to restrain the person from activities which would create further violations or to compel the person to perform abatement or remediation of the violation.

(c) The stormwater authority, or an authorized agent of the stormwater authority, may issue a written order to enforce the provisions or this ordinance or the regulations, which may include requirements to:

(1) Cease and desist from land-disturbing activity until there is compliance with the ordinance or provisions of an approved SMP;

(2) Maintain, install or perform additional erosion and sediment control measures;

(3) Perform monitoring, analyses, and reporting;

(4) Remediate erosion and sedimentation resulting directly or indirectly from land-disturbing activity;

(5) Comply with requirements in the SMP for operation and maintenance of stormwater management systems; and

(6) Remediate adverse impacts resulting directly or indirectly from malfunction of the stormwater management systems.

If the stormwater authority or its authorized agent determines that abatement or remediation is required, the order shall set forth a deadline by which such abatement or remediation must be completed.

(d) Criminal Penalties. Any person who violates any provisions of this ordinance, regulation, order or permit issued hereunder, shall be punished by a fine of not more than three hundred dollars. Each day a violation exists shall constitute a new and separate violation.

(e) Non-Criminal Disposition. As an alternative to criminal prosecution or civil action, the stormwater authority may elect to utilize the non-criminal disposition procedure set forth in M.G.L.A c. 40, § 21D, in which case any police officer of the City of Gardner, the city engineer, and such other persons as are authorized by the stormwater authority shall be the enforcing person. If non-criminal disposition is used, any person who violates any provision of this ordinance, regulation, order or permit issued thereunder, shall be punished as follows:

(1) First violation: Warning

(2) Second violation: one hundred dollars

(3) Third violation: two hundred dollars

(4) Fourth and subsequent violations: three hundred dollars.

(5) Each day a violation exists shall constitute a separate violation. Each day of noncompliance shall constitute a new and separate violation.

The conservation agent, DPW personnel and any other city employee designated in writing by the Stormwater Authority, may as an alternative to initiating criminal proceedings, seek the noncriminal disposition of violations of the Storm Water Ordinance, by following the procedure set forth in M.G.L.A. c. 40, § 21D. Any person, corporation, company, or partnership that violates any provision of this ordinance shall be subject to a penalty of one hundred dollars for the second offense, two hundred dollars for the third offense, and three hundred dollars for the fourth and each additional offense.

(f) Remedies Not Exclusive. The remedies listed in this ordinance are not exclusive of any other remedies available to the stormwater authority or the city under any applicable federal, state or local law.

Sec. XXXXX. - Severability.

The invalidity of any section, provision, paragraph, sentence, or clause of this ordinance shall not invalidate any section, provision, paragraph, sentence, or clause thereof, nor shall it invalidate any permit or determination that previously has been issued.

Sec. XXXXXX - Effective date.

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This ordinance shall take effect on XXXXXXXXXX

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XXXXX. - ILLICIT CONNECTIONS AND DISCHARGES TO THE STORM DRAIN SYSTEM.

XXXXX. - Purpose and authority.

(a) The purpose of this article is to regulate illicit connections and discharges to the storm drain system, which is necessary for the protection of Gardner's water bodies, groundwater, and to safeguard the public health, safety, welfare and the environment.

The objectives of this article are:

(1) To prevent pollutants from entering Gardner's municipal separate storm sewer system (MS4).

(2) To prohibit illicit connections and unauthorized discharges to the MS4.

(3) To require the removal of all such illicit connections.

(4) To comply with state and federal statutes and regulations relating to stormwater discharges.

(5) To establish the legal authority to ensure compliance with the provisions of this article through inspection, monitoring and enforcement.

(6) To prevent contamination of drinking water supplies.

(b) Authority. The Department of Public Works shall administer, implement and enforce this article.

XXXXXX. - Definitions.

For the purposes of this article, the following shall mean:

"Authorized enforcement agency" means the Department of Public Works, its employees or agents designated to enforce this article.

"Best management practice (BMP)" means an activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improved the quality of stormwater runoff.

"Clean Water Act" means the Federal Water Pollution Control Act (33 U.S.C. section 1251 et seq.) as hereafter amended.

"Discharge of pollutants" means the addition from any source of any pollutant or combination of pollutants into the storm drain system or into the waters of the United States or Commonwealth from any source.

"Groundwater" means all water beneath the surface of the ground.

"Illegal discharge" means any direct or indirect nonstormwater discharge to the storm drain system, except as specifically exempted in sections 5(4) and 5(5). The term does not include a discharge in compliance with an NPDES stormwater discharge permit.

"Illicit connection" means any surface or subsurface drain or conveyance, which allows an illegal discharge into the storm drain system. Illicit connections include conveyances which allow a nonstormwater discharge to the storm drain system, including sewage, process wastewater or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether such connection was previously allowed, permitted, or approved before the effective date of this article.

"Impervious surface" means any material or structure on or above the ground that prevents water from infiltrating the underlying soil.

"Municipal separate storm sewer system (MS4) or municipal storm drain system" means the system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system; street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the City of Gardner.

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"National pollutant discharge elimination system (NPDES) storm water discharge permit" means a permit issued by United States Environmental Protection Agency or jointly with the state that authorized the discharge of pollutants to waters of the United States.

"Nonstormwater discharge" means any discharge to the storm drain system, not composed entirely of stormwater.

"Person" means any individual, partnership, association, firm, company, trust, corporation, and, any agency, authority, department or political subdivision of the commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

"Pollutant" means any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the commonwealth. Pollutants shall include:

(1) Paints, varnishes and solvents.

(2) Oil and other automotive fluids.

(3) Nonhazardous liquid and solid wastes and yard wastes.

(4) Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, accumulations and floatables.

(5) Pesticides, herbicides and fertilizers.

(6) Hazardous materials and wastes; sewage, fecal coliform and pathogens.

(7) Dissolved and particulate metals.

(8) Animal wastes.

(9) Rock, sand, salt, soils, with the exception of winter salting and sanding in quantities that will not clog or otherwise impair the performance of the MS4 and stormwater management systems;

(10) Construction wastes and residues.

(11) Noxious or offensive matter of any kind.

"Process wastewater" means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

"Recharge" means the process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

"Storm drain system" means the system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system on public or private ways within the City of Gardner.

"Stormwater" means runoff from precipitation or snow melt.

"Toxic or hazardous material or waste" means any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as toxic or hazardous under G.L. chapters 21C and 21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.000.

"Uncontaminated" means water containing no pollutants.

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"Wastewater" means any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

"Waters of the commonwealth" mean all waters within the jurisdiction of the commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters and groundwater.

XXXXX. - Applicability.

This article shall apply to flows entering the storm drain system on public or private ways with the City of Gardner.

XXXXXX. - Regulations.

The Department of Public Works may promulgate rules, regulations and a permitting process to effectuate the purposes of this article. Failure by the Department of Public Works to promulgate such rules and regulations shall not have the effect of suspending or invalidating this article.

XXXXXX. - Prohibited activities.

(a) Illegal Discharges. No person shall dump, discharge, cause or allow to be discharged any pollutant or nonstormwater discharge into the storm drain system, watercourse, or into the waters of the commonwealth.

(b) Illicit Connections. No person shall construct, use, allow, maintain or continue any illicit connection to the storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

(c) Obstruction of Storm Drain System. No person shall obstruct or interfere with the normal flow of stormwater in or out of the storm drain system without prior approval from the Department of Public Works or its designated agent.

(d) Exemptions. This section shall not apply to any of the following nonstormwater discharges or flows provided that the source is not a significant contributor of a pollutant to the storm drain system:

(1) Municipal waterline flushing.

(2) Discharges from landscape irrigation or lawn watering.

(3) Water from individual residential car washing and temporary fund-raising car wash events.

(4) Discharges from dechlorinated swimming pool water, provided it is allowed to stand for one week prior to draining, or tested for chlorine levels with a pool test kit prior to draining (less than one part per million chlorine), and the pool is drained in such a way as not to cause a nuisance.

(5) Discharges from street sweepers of minor amounts of water during operations.

(6) Discharges or flows resulting from fire fighting activities.

(7) Nonstormwater discharges permitted under an NPDES permit, waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations.

DRAFT

(e) Exemptions with Permit from Department of Public Works. This section shall not apply to any of the following nonstormwater discharges or flows, provided that the source is not a significant contributor of a pollutant to the storm drain system, and provided that a permit is approved by the Department of Public Works:

(1) Flows from potable water sources.

(2) Springs.

(3) Natural flows from riparian habitats and wetlands.

(4) Diverted stream flows.

(5) Rising groundwater.

(6) Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater.

(7) Uncontaminated groundwater discharge from a sump pump, with a permit from the Department of Public Works.

(8) Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems, such as dewatering excavations for foundation or pipelines), crawl space pumps, or air conditioning condensation.

(9) Dye testing, provided verbal notification is given to the Department of Public Works prior to the time of the test.

(10) Unforeseen sources, on a case by case basis

The Department of Public Works may develop criteria for issuing permits under this section, based on the need to maintain capacity of the storm drain system and to protect public health, safety, welfare of the environment.

XXXXX. - Suspension of storm drain system access.

(a) The Department of Public Works may suspend storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened illegal discharge that presents or may present imminent risk of harm to the public health, safety, welfare or the environment. In the event, any person fails to comply with an emergency suspension order, the authorized enforcement agency may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

(b) Any person in violation of this section may have their storm drain system access terminated, if such termination would abate or reduce an illicit discharge. The Department of Public Works will notify a violator of the proposed termination of storm drain system access. The violator may petition the Department of Public Works for reconsideration and hearing. Any person who reinstates storm drain system access to premises terminated pursuant to this section, without prior approval from the Department of Public Works, shall be deemed to have violated this article.

XXXXXX. - Notification of spills.

Notwithstanding any other requirements of local, state, or federal law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials at that facility operation which is resulting or may result in illegal discharge of pollutants that person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the

DRAFT

person shall immediately notify the Gardner Fire and Police departments. In the event of a release of nonhazardous material, such person shall notify the authorized enforcement agency not later than the next business day. Written confirmation of all telephone, facsimile or in person notifications shall be provided to the authorized enforcement agency within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

XXXXXX. - Enforcement.

(a) Enforcement. The Department of Public Works or its authorized agent shall enforce this article, and the regulations promulgated thereunder, as well as the terms and conditions of all permits, notices, and orders, and may pursue all civil and criminal remedies for such violations.

(b) Civil Relief. If anyone violates the provisions of this article, regulations, permit, notice, or order issued thereunder, the Department of Public Works may seek injunctive relief in a court of competent jurisdiction to restrain the person from activities which would create further violations or compel the person to abate or remediate the violation.

(c) Orders. The Department of Public Works may issue a written order to enforce the provisions of this article or the regulations thereunder, which may include: (1) elimination of illicit connections or discharges to the storm drain system; (2) termination of access to the storm drainage system; (3) performance of monitoring, analyses, and reporting; (4) cessation of unlawful discharges, practices, or operations; and (5) remediation of contamination in connection therewith. If the Department of Public Works determines that abatement or remediation of contamination is required, the order shall set forth a deadline for completion of the abatement or remediation. Such order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the city may, at its option, undertake such work, and expenses thereof shall be charged to the violator or property owner.

Within thirty days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the city, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Department of Public Works within thirty days following a decision of the receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty days following a decision of the Department of Public Works affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of such costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in G.L. chapter 59, section 57 after the thirty-first day at which the costs first become due.

(d) Criminal and Civil Penalties. Any person who violates any provision of this article, valid regulation, or the terms or conditions in any permit or order prescribed or issued thereunder, shall be subject to a fine not to exceed three hundred dollars for each day such violation occurs or continues or subject to a civil penalty, which may be assessed in an action brought on behalf of the city in any court of competent jurisdiction.

(e) Noncriminal Disposition. As an alternative to criminal prosecution or civil action, the City of Gardner may elect to utilize the noncriminal disposition procedure set forth in G.L. chapter 40, section 21D. The Department of Public Works shall be the enforcing entity. The penalty for the 1st violation shall be one hundred dollars. The penalty for the 2nd violation shall be two hundred dollars. The penalty for the 3rd and subsequent violations shall be three hundred dollars. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

(f) Entry to Perform Duties under this Article. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Department of Public Works, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their

duties under this article and regulations and may make or cause to be made such examinations, surveys or sampling as the Department of Public Works deems reasonably necessary.

(g) Appeals. The decisions or orders of the Department of Public Works shall be final. Further relief shall be to a court of competent jurisdiction.

(h) Remedies Not Exclusive. The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law.

XXXXX. - Severability.

If any provision, paragraph, sentence, or clause, of this article shall be held invalid for any reason, all provisions shall continue in full force and effect.

DRAFT

10331

CITY OF GARDNER POLICE DEPARTMENT
200 Main Street, Suite 214
Gardner, Massachusetts 01440
Phone: (978) 632-5600
Fax: (978) 630-4027

RECEIVED
2020 AUG -5 PM 2:46
CLERK'S OFFICE
GARDNER, MA

James F. Trifiro Jr.
Deputy Chief of Police
Email: JTrifiro@gardner-ma.gov

August 5th, 2020

Gardner City Council Members,

On March 10th, 2020 on behalf of the members of the Traffic Commission I submitted a letter to the council recommending the following ordinance amendment in Gardner City Code:

600-24/Parking prohibited on certain streets – Nutting Street/Both Sides/Entire Length

This recommendation was based on the facts that according to Gardner City Code(s) 567-8/Specifications, in combination with 600-21/General Prohibitions, roadways shall have a width of not less than 28 feet and parking of a motor vehicle should leave a clear and unobstructed lane at least 10 feet wide for passing traffic. Given that the configuration of Nutting Street has a two way traffic pattern, and designated parking spots are required to be 8 feet wide it would be most relevant to have 28 feet in roadway width to meet the Gardner City Code(s) specifications and sanction roadway (one side) parking. A survey of Nutting Street had been conducted and it was discovered that the width of the roadway ranged from approximately 21 feet in width near the vicinity of the Prospect Street intersection, funneling to a span of approximately 29 feet in width near the vicinity of the Union Street intersection. In addition, the span identified as being approximately 29 feet in width only extended for approximately 50 feet from the intersection and this dimension combined with the fact that motor vehicles are not permitted to park within 20 feet of an intersection (Gardner City Code 600-21) significantly restricted the availability of sanctioned roadside parking down to approximately 30 feet. In summary, our analysis showed that the bulk of Nutting Street predominantly did not appear to have the approved conditions permissible for roadside parking and was considered under width according to Gardner City Code.

On May 4th, 2020 I met via a Zoom Meeting with the members of the Public Safety Committee and presented the Traffic Commissions recommendation to prohibit parking on Nutting Street which was supported by tangible facts, validated measurements and opinions for potential safety concerns within the area. In response of the communication within this meeting the members of the Public Safety Committee voted to return the recommended ordinance amendment in Gardner City Code back to Traffic Commission for further public comment.

On July 17th, 2020 at the quarterly Traffic Commission Meeting this topic along with direction from the Public Safety Committee was brought forward to the commission members for discussion. During our conversation the responsibilities of the Traffic Commission were deliberated and after examining the duties as defined in Gardner City Code 275-3, all members of the commission agreed that a survey for further public comment regarding recommendations on City Code amendments were not a function within the Traffic Commissions scope of assignments. As a result of the dialogue, with no disrespect intended to the Public Safety Committee the members of the Traffic Commission unanimous decided to stand affirmative on their recommendation relying within the facts as originally presented. As a result of this conference we would like to recommend (re-submit) the following ordinance amendment in Gardner City Code:

600-24/Parking prohibited on certain streets – Nutting Street/Both Sides/Entire Length

In summary and on behalf of the Traffic Commission, we believe that this change meets the guidelines as documented in roadway guidance by Gardner City Code, acts in the best interest of public safety and would formally address any parking concerns generated from citizens in the area.

Your favorable consideration in our recommendation would be greatly appreciated.

James F. Trifiro Jr.

James F. Trifiro Jr.
Deputy Chief of Police
City of Gardner Police Department

1033

ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 600 THEREOF, ENTITLED "VEHICLES AND TRAFFIC."

Be it ordained by the City Council of the City of Gardner as follows:

Section 1. Section 600-24 of Chapter 600, Vehicles and Traffic, Parking Prohibited on certain streets, is amended by adding the following:

Name of Street	Side	Location
Nutting Street	Both	Entire length

Section 2. This Ordinance shall take effect upon passage and publication as required by law.

10305

CITY OF GARDNER
MASSACHUSETTS 01440-2630

OFFICE OF THE
CITY CLERK

RECEIVED
2020 SEP 15 PM 12:00
CITY CLERK'S OFFICE
GARDNER, MA

CITY OF GARDNER
NOTICE OF JOINT PUBLIC HEARING
DEVELOPMENT OVERLAY DISTRICT DESIGNATION

Pursuant to G.L. c. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct a **Joint Public Hearing** on **Monday, October 5, 2020 at 6:00 P.M.** to consider designating 2 parcels of land at 525 Parker Street as a Development Overlay District 1. The Hearing will he held via Zoom and broadcast on the City of Gardner YouTube Channel. Interested parties desiring to offer testimony are encouraged to submit their comments in writing and e-mailed to the City Clerk at aagnelli@gardner-ma.gov or mailed to **City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440**. Parties desiring to address their comments via Zoom are required to pre-register in advance of the hearing by contacting the City Clerk by e-mail. The proposed Amendment is available for viewing on the City Council's webpage – www.gardner-ma.gov/324/City-Council under ***Informational Documents***.

ALAN L. AGNELLI
CITY CLERK

10305

McCarty Engineering, Inc.
Civil Engineers

RECEIVED
2020 JUL 14 PM 1:22
CITY CLERK'S OFFICE
GARDNER, MA

July 13, 2020

Elizabeth J. Kazinskas, Council President
City Council
95 Pleasant Street
Room 121
Gardner, MA 01440

Via: Hand Delivery

Ref.: Parker Place
525 Parker Place
Development Overlay District 1
Gardner, Massachusetts

Dear Council President and Members:

On behalf of Traven Development LLC., McCarty Engineering, Inc. (MEI) is hereby requesting that under section 675-530 of the City of Gardner Zoning Ordinance that the designation of the Development Overlay District 1, that was voted into action on April 18, 2006 and approved by Mayor Gerald E. St. Hilaire on April 19, 2006 continue to apply to the property situated at 525 Parker Street. Associated with this designation we are also hereby requesting that the approved use be amended from three- and four-unit condominiums to multi-unit residential buildings.

525 Parker Street consists of two parcels totaling approximately 16.2 acres±. The properties are depicted on the City of Gardner Assessors Maps as parcels M22-1-6 and M22-6-27 both of which are zoned Industrial 1 and are configured such that they have frontage along Parker Street, Water Street and Parker Pond.

This parcel is the former location of one of Gardner's premier furniture manufactures Gem Industries who specialized in the creation of dormitory furniture. The factory and parking areas were situated to the interior portions of the site while the perimeter was marked with undulating topography and wetland systems. In the early 2000s the factory was demolished and the site has remained vacant.

In harmony with the previously approved project and the City-wide growth and development policies, the applicant proposes to redevelop this parcel and construct three multi-family residential buildings, totaling 123 units.

42 Jungle Road Leominster, MA Ph: 978-534-1318 Fax: 978-840-6907 www.mccartydb.com

The site has been configured such that the main access into the site will be off of Parker Street with an emergency access provided off of Water Street. The parking lots have been located within the interior of the site with the buildings positioned alongside the edge of the parking. This configuration allows for the buildings to buffer the parking areas to the abutting residences. Linked to this properties' revitalization, an extensive landscape plan is proposed which will aid in accenting the building architecture, complimenting the natural elements while also providing buffering and screening. A traffic-assessment memorandum has been submitted with this cover letter detailing the potential impact this project would have on the surrounding area.

This request to amend the Overlay district is the first step in the permitting process. This project will require the filing for a Special Permit and Site Plan Review from the Planning Board and a Notice of Intent with the local Conservation Commission and DEP.

We feel this proposed development is consistent with the intent of the Development Overlay District 1 and we look forward to working with City Council on this matter. If you have any questions of comments, please feel free to contact our office.

Sincerely,

Lar Greene, RLA
P:\MEI\223-Olson\City Council\Docs\Revised Development 1 Overlay Requestletter.docx

10305

TEPP LLC TRANSPORTATION ENGINEERING, PLANNING AND POLICY

MEMORANDUM

93 Stiles Road, Suite 201, Salem, New Hampshire 03079 USA
800 Turnpike Street, Suite 300, North Andover, Massachusetts 01845 USA
Phone (603) 212-9133 and Fax (603) 226-4108
Email tepp@teppllc.com and Web www.teppllc.com

Ref: 1505

Subject: Traffic Assessment
Parker Estates Apartment Development
Gardner, Massachusetts

From: Kim Eric Hazarvartian, Ph.D., P.E., PTOE
Principal

Date: July 7, 2020

COMMONWEALTH OF MASSACHUSETTS
KIM ERIC HAZARVARTIAN
CIVIL
No. 32570
REGISTERED PROFESSIONAL ENGINEER

INTRODUCTION

TEPP LLC to prepare this traffic-assessment memorandum (TAM) regarding the proposed Parker Estates apartment development in the City of Gardner, Massachusetts.

This TAM concludes that:

- relevant sight distances for the Parker Street/proposed driveway intersection provide for greater than the Parker Street speed limit
- the project is anticipated to have no significant impact on area traffic operations
- further traffic-impact analysis is not warranted

PROJECT DESCRIPTION

The existing site:

- has an area of about 706,849 square feet
- was previously developed as an industrial use
- fronts on the north side of Parker Street
- has residential development to the north and east
- has Parker Pond and a railroad to the west

The project:

- provides a total of 123 dwelling units in three three-story buildings
- includes a proposed driveway intersecting the north side of Parker Street about 700 feet (ft) west of Rock Street

- includes a proposed emergency-access driveway intersecting the west side of Water Street about 180 ft south of the end of the street

PARKER STREET

Parker Street:

- functions as arterial street
- connects the City central business district, to the east, and the Town of Templeton, to the west
- is under the jurisdiction of the City and is signed as Massachusetts Route 101

Parker Street near the site:

- is oriented about east-west
- has a tangent horizontal alignment
- includes a minor westbound downgrade
- has a marked travelway with one lane per direction
- has curb and sidewalk on the south side
- has asphaltic-cement-concrete pavement in poor-to-fair condition
- includes utility poles on the west side, some with luminaires
- provides access for residential development
- underpasses a railroad about 300 ft west of the proposed driveway location

WATER STREET

Water Street:

- functions as local street
- is oriented roughly north-south
- extends from Branch Street, to the south, to the end of the street, to the south, a length of about 650 ft
- is under the jurisdiction of the City

Water Street near the site:

- has tangent alignment that includes a turn about 140 ft south of the proposed driveway location
- included minor grades
- has an unmarked travelway providing one lane per direction
- has curb and sidewalk on the east side
- has asphaltic-cement-concrete pavement in fair-to-good condition
- includes utility poles on the north side, some with luminaires
- provides access for residential development

SIGHT DISTANCES

The American Association of State Highway and Transportation Officials (AASHTO) has established authoritative policy for sight distances at unsignalized intersections in terms of:

- stopping sight distance (SSD)
- optional intersection sight distance (ISD)

SSD:

- provides for safety
- enables a driver, on the major road, to perceive and react accordingly to a vehicle entering the major road from a minor road
- is conservative because it encompasses a wide range of brake-reaction times and deceleration rates[1]

Optional ISD:

- is ordinarily greater than SSD and may enhance traffic operations
- is not required for safety[2]

Table 1 shows relevant available sight distances for the Parker Street/proposed driveway intersection. Stopping sight distances are available for greater than the Parker Street speed limit.

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[1] AASHTO, *A Policy on Geometric Design of Highways and Streets*, 6th Edition (Washington, DC, 2011), pages 3-2 to 3-6.

[2] AASHTO, pages 9-28 to 9-29.

Table 1. Sight distances for Parker Street/proposed driveway intersection.

Movement and View	Available Sight Distance (ft)[a]	Speeds (mph)		
		Limit	SSD	ISD
Movement—Left Turns from Proposed Driveway				
View—To and from Parker Street East Leg	700	30	50+	50+
View—To and from Parker Street West Leg	700	30	50+	50+
Movement—Right Turns from Proposed Driveway				
View—To and from Parkier Street East Leg	700	30	50+	50+
Movement—Left Turns from Parker Street				
View—To and from Parker Street East Leg	700	30	50+	50+

[a] From field assessment on June 30, 2020.

For the Water Street/proposed emergency-access driveway intersection, sight distances extend from the horizontal turn, to the south, and the end of street, to the north.

TRIP GENERATION

The Institute of Transportation Engineers (ITE) publishes trip-generation information in the authoritative *Trip Generation Manual*.[3] This information is based on empirical data for a variety of land uses including multifamily housing (mid-rise), land use 221, based on dwelling units[4]

Table 2 shows calculated weekday vehicle-trips for the proposed 123-dwelling-unit development as:

Table 2. Calculated weekday vehicle-trip generation.

Time Period and Direction	Vehicle-Trips[a]		
	Total	In	Out
Daily	669	334	335
AM-Street-Peak Hour	42	11	31
PM-Street-Peak Hour	54	33	21

[a] Based on ITE, multifamily housing (mid-rise), land use 221, 123 dwelling units.

[3] ITE, *Trip Generation Manual*, 10th Edition (Washington DC, September 2017).

[4] ITE, *Trip Generation Manual*, Volume 2, Data, Residential (Land Uses 200-299), pages 71 to 149.

- daily, 669 (total of in and out)
- AM-street-peak hour, 42 (11 in and 31 out)
- PM-street-peak hour, 54 (33 in and 21 out)

POTENTIAL TRAFFIC IMPACTS

ITE suggests that land developments generating at least 100 peak-hour vehicle trips, in the busier direction, are candidates for consideration of traffic impact analysis.[5] Tabulated peak-hour trip generation due to the proposed redevelopment is well below this national ITE threshold.

The proposed redevelopment is calculated to generate 42 to 54 vehicle-trips during tabulated peak hours, split:

- in versus out of the site
- along Parker Street to and from the east
- along Parker Street to and from the west

This represents averages of about:

- 10 to 14 vehicles per hour per direction on Parker Street east or west of the site
- 1 vehicle per 4 to 6 minutes per direction on Parker Street east or west of the site

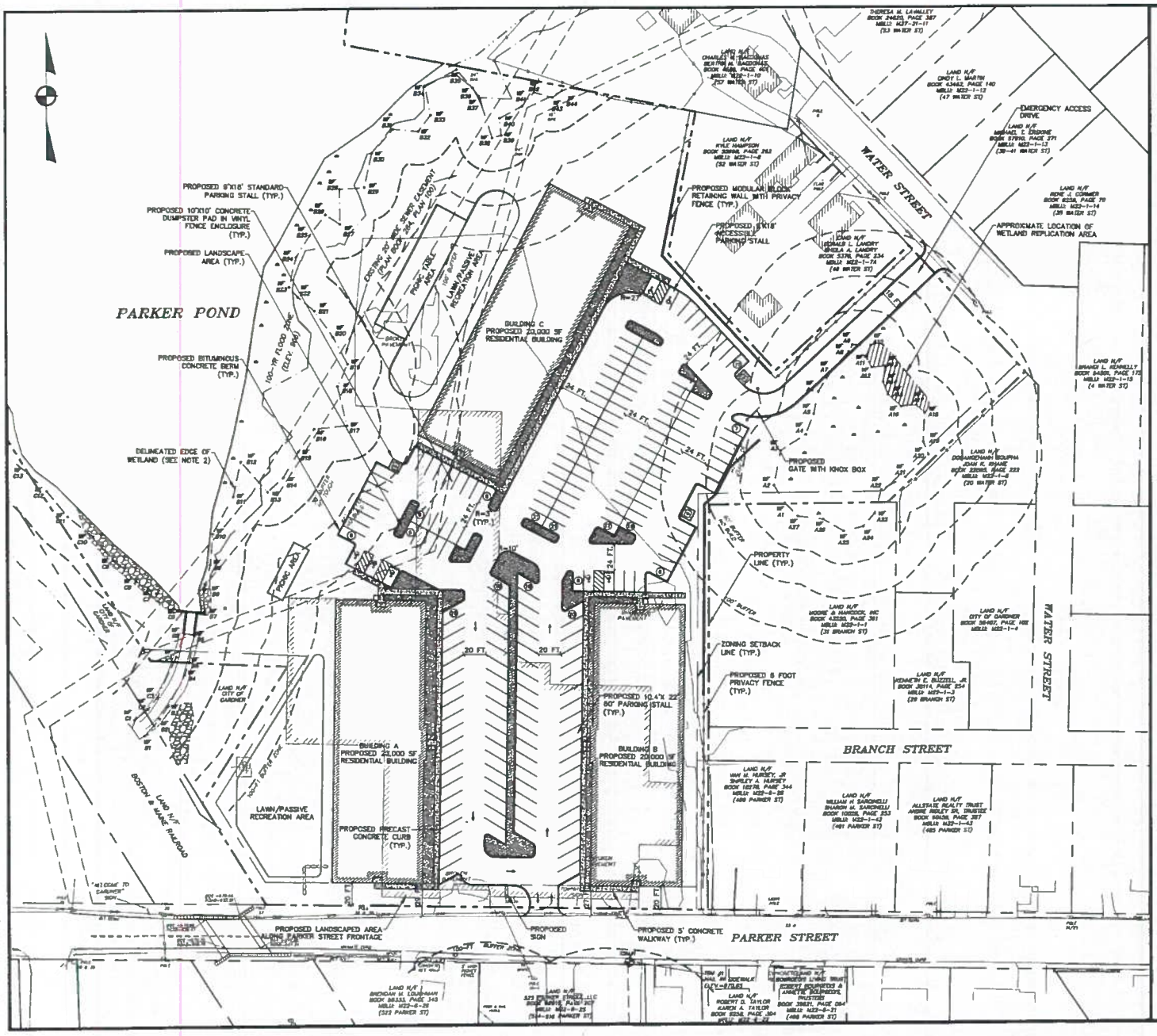
On this basis, the proposed development is anticipated to have no significant impact on area traffic operations.

CONCLUSION

This TAM concludes that:

- relevant sight distances for the Parker Street/proposed driveway intersection provide for greater than the Parker Street speed limit
- the project is anticipated to have no significant impact on area traffic operations
- further traffic-impact analysis is not warranted

[5] ITE, *Manual of Transportation Engineering Studies* (Prentice Hall: Englewood Cliffs, New Jersey, 2000), page 144.



LOCUS PLAN

1"=1,000 FT.±

NOTES:

1. EXISTING CONDITIONS INFORMATION SHOWN WAS RECEIVED ELECTRONICALLY FROM HANNIGAN ENGINEERING, INC. DATED NOVEMBER 14, 2019.
2. THE WETLANDS WERE DELINEATED BY ECOTEC, INC. ON OCTOBER 30, 2019. FLAGS WERE FIELD LOCATED BY HANNIGAN ENGINEERING, INC. IN NOVEMBER 2019.
3. A PORTION OF THIS PARCEL IS LOCATED WITHIN THE LIMITS OF THE 100-YEAR FLOODPLAIN BASED ON A REVIEW OF THE MASS GIS ONLINE DATA VIEWER. NO WORK IS PROPOSED WITHIN THE FLOODPLAIN.

ZONING SUMMARY: EAST PARCEL

DISTRICT: INDUSTRIAL 1/DEVELOPMENT OVERLAY DISTRICT 1*

DIMENSIONAL REQUIREMENTS:

	REQUIRED:	PROVIDED:	CONFORMANCE:
MIN. LOT AREA:	5,000 S.F.	708,848 S.F.	Y
MAX. LOT COVERAGE:	85%	21.6%	Y**
FRONTAGE:	NONE	380.5 FT.	Y
MIN. SIDE YARD:	10 FT.	21 FT.	Y
MIN. FRONT YARD:	10 FT.	20 FT	Y
MIN. REAR YARD:	20 FT.	581 FT.	Y
MAX. HEIGHT:	60 FT.	52 FT.	Y
MAX. STORIES:	5	3	Y
OPEN SPACE:	15%	21.1%	Y***

*PER SECTION 5300(2) OF THE ZONING BYLAW THIS PROJECT WILL REQUIRE A SPECIAL PERMIT BY THE CITY OF GARDNER PLANNING BOARD.

**MAX LOT COVERAGE WITHIN THE USABLE AREA IS 51.7%.

***OPEN SPACE WITHIN THE USABLE AREA IS 50.4%. NOTE, SURFACE AREA OF PARKER POND IS NOT INCLUDED IN THIS CALCULATION.

PARKING SUMMARY:

REQUIREMENTS:

RESIDENTIAL 2 BEDROOM: 2 SPACE/UNIT

RESIDENTIAL 1 BEDROOM: 1 SPACE/UNIT

PROPOSED:

RESIDENTIAL: 90 2 BEDROOM UNITS

RESIDENTIAL: 33 1 BEDROOM UNITS

PARKING REQUIRED:

RESIDENTIAL: 90 UNITS X 2 SP/UNIT= 180 SPACES

RESIDENTIAL: 33 UNITS X 1 SP/UNIT= 33 SPACES

TOTAL SPACES REQUIRED: 213 SPACES

PARKING PROVIDED: 213 SPACES

TOTAL ACCESSIBLE REQUIRED: 7 SPACES

ACCESSIBLE PARKING REQUIRED: 7 SPACES

NOT FOR CONSTRUCTION

THESE PLANS WERE PREPARED FOR THE PURPOSE OF OBTAINING STATE AND LOCAL PERMITS AND ARE NOT INTENDED TO BE USED AS CONSTRUCTION DOCUMENTS.

No.	Date	Revision

7/13/20

Drawn By: JJ | Designed By: PJM | Checked By:

McCarty Engineering, Inc.
Civil Engineers
42 Jungle Road, Leominster, MA 01453
phone:(978) 534-1318 fax: (978) 840-0907
www.mccartyeng.com

Project Name

Parker Estates
Parker Street
Gardner, MA

Sheet Title

Proposed Development Plan

Job No: 223

File Name: 223P-CPB02

Date: July 13, 2020

Scale: 1"=40'

Sheet No. 1

10365

10383

CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING
Manca Annex, 115 Pleasant Street, Room 201 Gardner, Massachusetts 01440
Phone: (978) 630-4014 ◊ Fax: (978) 632-1905 ◊ CDBG (978) 632-3800

RECEIVED
2020 AUG 25 AM 11:08
CITY CLERK'S OFFICE
GARDNER, MA

August 24, 2020

President Elizabeth J. Kazinskas
C/o Alan Agnelli, City Clerk
City Hall
95 Pleasant Street
Gardner, MA 01440

Subject: Amendment to Development Overlay District 1 ~ 525 Parker Street

Dear President Kazinskas:

At the Planning Board meeting held on Monday, August 17, 2020, the Planning Board voted 4-1 to recommend approval of the amendment to Development Overlay District 1 referenced above. The parcel is zoned industrial, has long been vacant, and is surrounded by residential uses, therefore, the amendment will prove beneficial for future development of area by encouraging the change in use.

The Planning Board looks forward to joining the City Council at a joint public hearing scheduled at its earliest convenience. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Trevor M. Beauregard
Director, Community Development and Planning

10305

CITY OF GARDNER
MASSACHUSETTS
CITY CLERK

95 PLEASANT STREET, ROOM 121
GARDNER, MA 01440-2630
TEL 978-630-4058

ALAN L. AGNELLI
City Clerk
Registrar of Voters

JOHN A. OLIVARI
Assistant City Clerk
FAITH A. GLOVER
Assistant City Clerk

August 10, 2020

Mark M. Schafron, Chairman
Gardner Planning Board
City Hall Annex, Room 201
115 Pleasant Street
Gardner, MA 01440

Re: Renewed Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1

Dear Mr. Schafron:

Pursuant to G.L. Chapter 40A, § 5, the City Council voted to transmit to the Planning Board for review and report the enclosed renewed Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1.

Should you have any questions, please feel free to contact me.

Very truly yours,

Alan L. Agnelli

ALAN L. AGNELLI
City Clerk

Enclosures (2)

10326

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO POOL FILTRATION SYSTEM ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Seventy-Five Thousand Dollars and No Cents ($75,000.00) from Free Cash to the Pool Filtration System Account:

10326

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2020 AUG 27 PM 4:26

CITY CLERK'S OFFICE
GARDNER, MA

August 27, 2020

The Hon. Elizabeth Kazinskas, President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

RE: Free Cash to Pool Filtration System Account

Dear President Kazinskas and Councilors,

Attached, please find a request for appropriation from Free Cash for $75,000.00.

This appropriation is being requested in order to replace the current filtration system at the Greenwood outdoor pool. The current filter is over 30 years old and is in rough condition.

The objective is to have it repaired before the cold weather sets in, with the hopes of having it ready for next year's seasonal operation.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

City Hall, 95 Pleasant Street, Room 125, Gardner, Massachusetts 01440
Telephone: (978) 630-1490 • Facsimile (978) 630-3778 • Email: mayor@gardner-ma.gov

10326

City of Gardner
Human Resources Department
95 Pleasant Street Rm. 14
Gardner, MA 01440
(978) 630-4001 • (978) 630-4025

Debra A. Pond, Director of Human Resources

August 27, 2020

Michael Nicholson, Mayor
City of Gardner
95 Pleasant Street
Gardner, MA 01440

SUBJECT: Greenwood Pool Filtration System

Dear Mayor Nicholson:

I am respectfully requesting an appropriation in the amount of $75,000.00 for a new filtration system for the Greenwood outdoor pool facility. The current filtration system is over thirty (30) years old and springing leaks. We will make it through this season, but it will not survive another season. The proposal is to install the new system after the pool closes for the season and before the snow falls so that we will have a turnkey operation in the early summer.

We have a proposal for a Whitten 1U-2C-90 Two-Cell Pressure Sand Filter in the amount of $42,500.00. This is the cost of the filtration system delivered to the site. It does not include:

- Offloading or placement in the filter building;
- Installation by a mechanical contractor/commercial pool contractor; or
- Engineering consultation for preparation of system changes for presentation to the Board of Health.

The estimated cost for these items are included in the appropriation request. Thank you for your consideration. If you have any questions, please contact me.

Sincerely,

Debra A. Pond
Director of Human Resources

Enclosure

The City of Gardner provides equal opportunity in employment to all persons. No person shall be denied equal access because of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, age, or physical/mental disability.

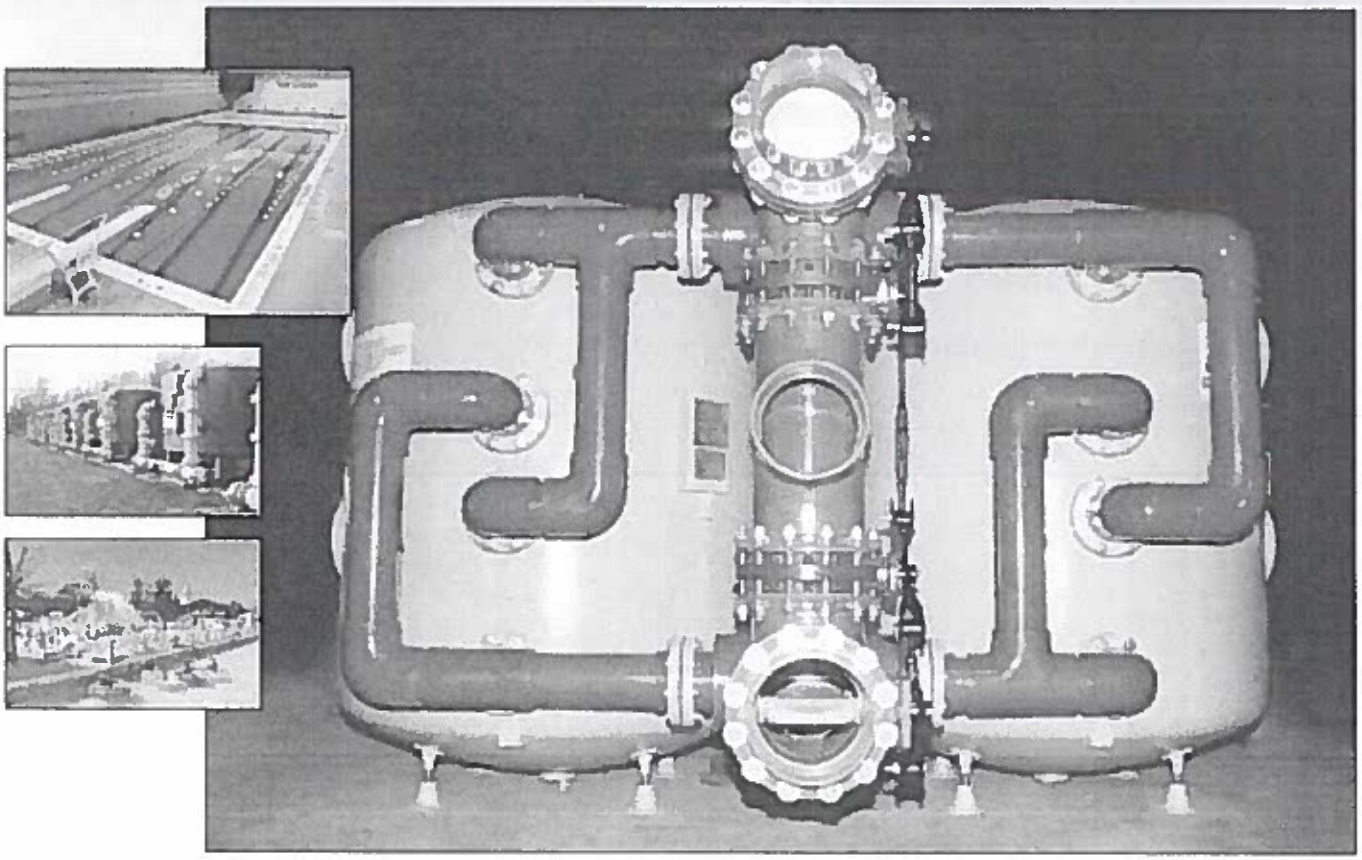
10326

WHITTEN

ADG EQUIPMENT SYSTEMS

An Aquatic Development Group Company
Quality Pool Products for Over 30 Years

NSF International



Pressure Multi-Cell Filtration System

Whitten pressure sand filters are NSF listed for flows up to 20 GPM per sq.ft. of filter area. Whitten Multi-Cells offer unique space savings which is achieved by stacking multiple filter cells within a single tank.

- Proven
- Reliable
- Simple
- Affordable

High quality tank materials for all models are selected based on specific application. Typically, A-36 or SA-516 carbon steel comes in thicknesses of 3/16" through 1/2" or T-304L and T-316L stainless steel also in thicknesses up to 1/2". Standard tanks are sized in six-inch increments from 36" through 120" diameter. Multiple tanks can be arranged in series to accommodate high volume systems.

Whitten filter tanks are lined with Unisol 2000 PVC baked coatings to provide a 15 year warranty. Optional linings include epoxy rubber membrane Unisol 2000 R or Hypalon for ozone applications. All linings are NSF approved for installation in Whitten Multi-Cell filters.

10326

Over 1500 Installations World-Wide

(notable installations)

Bates College	**Lewistown, Maine**
Dorney Park & Wild Water Kingdom	**Allentown, Pennsylvania**
Fairland Aquatic Center	**Laural, Maryland**
Georgetown University	**Washington, DC**
Hewlett High School	**Hewlett, New York**
Ithaca High School	**Ithaca, New York**
Lexington YMCA	**Manhattan, New York**
Six Flags Great Adventure	**Jackson, New Jersey**
Southern Illinois University	**Carbondale, Illinois**
University of Massachusetts	**Boston, Massachusetts**
Williams College	**Williamstown, Massachusetts**

AQUATIC DEVELOPMENT GROUP, INC.

One Aquatic Center
Cohoes, NY 12047
Phone 518.783.0038
Fax 518.783.0474
www.aquaticgroup.com

For a complete catalog of ADG Equipment Systems call 800-458-9283.

10326

Pressure Filtra

Why Whitten Pressure Filters?

- NSF International listed
- Multi-Cell filters reduce floor space requirements
- Filters can be back washed one cell at a time or one tank at a time to avoid overflowing sewer capacity (Rate=15gmp/sf)
- Filtration controls are available in manual, semi-automatic and fully automatic
- High quality tank materials for all models are selected based on specific application
- Affordable upfront investment with low operating costs
- Standard interior tank coating (unisol 2000) baked PVC has over 20 years of proven reliability
- 15-Year limited warranty
- Over 30 years of proven service

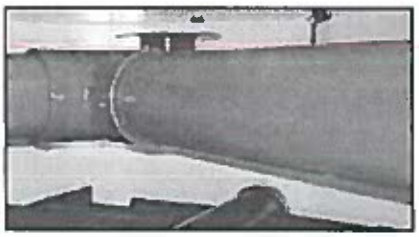
SINGLE TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK WASH
1U-1C-36	7.07	21.21	35.35	53.03	106.05	141.40	3"	3"
1U-1C-42	9.62	28.86	48.10	72.15	144.30	192.40	3"	3"
1U-1C-48	12.57	37.71	62.85	94.28	188.55	251.40	3"	3"
1U-1C-54	15.90	47.70	79.50	119.25	238.50	318.00	4"	4"
1U-1C-60	19.63	58.89	98.15	147.23	294.45	392.60	4"	4"
1U-1C-66	23.76	71.28	118.80	178.20	356.40	475.20	4"	4"
1U-1C-72	28.27	84.81	141.35	212.03	424.05	565.40	4"	4"
1U-1C-78	33.18	99.54	165.90	248.85	497.70	663.60	6"	6"
1U-1C-84	38.48	115.44	192.40	288.60	577.20	769.60	6"	6"
1U-1C-90	44.18	132.54	220.90	331.35	662.70	883.60	6"	6"
1U-1C-96	50.27	150.81	251.35	377.03	754.04	1005.38	6"	6"
1U-1C-102	56.75	170.25	283.75	425.63	851.25	1135.00	8"	8"
1U-1C-108	63.62	190.86	318.10	477.15	954.30	1272.40	8"	8"
1U-1C-114	70.88	212.64	354.40	531.60	1063.20	1417.60	8"	8"
1U-1C-120	78.54	235.62	392.70	589.05	1178.10	1570.80	8"	8"
1U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00	3"	3"
1U-2C-42	19.24	57.72	96.20	144.30	288.60	384.80	3"	4"
1U-2C-48	25.14	75.42	125.70	188.55	377.10	502.80	3"	4"
1U-2C-54	31.80	95.40	159.00	238.50	477.00	636.00	4"	6"
1U-2C-60	39.28	117.75	196.40	294.60	589.20	785.60	4"	6"
1U-2C-66	47.52	142.56	237.60	356.40	712.80	950.40	4"	6"
1U-2C-72	56.54	169.62	282.70	424.05	848.10	1130.80	6"	6"
1U-2C-78	66.36	199.08	331.80	497.70	995.40	1327.20	6"	8"
1U-2C-84	76.96	230.88	384.80	577.20	1154.40	1539.20	6"	8"
1U-2C-90	88.36	265.08	441.80	662.70	1325.40	1767.20	6"	8"
1U-2C-96	100.54	301.62	502.70	754.05	1508.10	2010.80	6"	8"
1U-2C-102	113.50	340.50	567.50	851.25	1702.50	2270.00	6"	10"
1U-2C-108	127.24	381.72	636.20	954.30	1908.60	2544.80	8"	10"
1U-2C-114	144.76	434.28	708.80	1063.20	2126.40	2835.20	8"	10"
1U-2C-120	157.08	471.24	785.40	1178.10	2356.20	3141.60	8"	10"
1U-3C-36	21.21	63.90	106.05	159.08	318.15	424.20	3"	4"
1U-3C-42	28.88	86.58	144.30	216.45	432.90	577.20	3"	6"
1U-3C-48	37.71	113.13	188.55	282.83	565.65	754.20	3"	6"
1U-3C-54	47.70	143.10	238.50	357.75	715.50	954.00	4"	6"
1U-3C-60	58.92	176.76	294.60	441.90	883.80	1178.40	4"	6"
1U-3C-66	71.28	213.84	356.40	534.60	1069.20	1425.60	4"	8"
1U-3C-72	84.81	263.52	424.05	636.08	1272.15	1696.20	6"	8"
1U-3C-78	99.54	298.92	497.70	746.55	1493.10	1990.80	6"	8"
1U-3C-84	115.44	346.32	577.20	865.80	1731.60	2308.80	6"	10"
1U-3C-90	132.54	397.62	662.70	994.05	1988.10	2650.80	6"	10"
1U-3C-96	150.81	452.43	754.05	1131.08	2262.16	3016.20	6"	10"
1U-3C-102	170.25	510.75	851.25	1276.88	2553.75	3405.00	6"	12"
1U-3C-108	190.86	572.64	954.40	1431.45	2862.90	3817.20	8"	12"
1U-3C-114	212.64	637.92	1063.20	1594.80	3189.60	4252.80	8"	12"
1U-3C-120	235.62	706.86	1178.10	1767.15	3534.30	4712.40	8"	12"

Laterals

The laterals in the Whitten Pressure Filtration System are attached to the interior perimeter of the tank by end-nipples which ensure stabilization during periods of backwash and high volume flow.

Over Drain

Whitten internal over drain distribution system is carefully designed to provide the most uniform and efficient flows through the filter sand-media bed. Precise distribution of water flow ensures longer filter runs and maximum dirt holding capacity of the filter sand-media bed.



10326

ation Systems

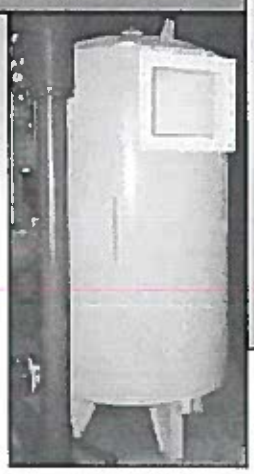
DUAL TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT.					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK-WASH
2U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00	3"	3"
2U-2C-42	19.24	57.72	96.20	144.30	288.60	384.80	3"	4"
2U-2C-48	25.14	75.42	125.70	188.55	377.10	502.80	3"	4"
2U-2C-54	31.80	95.40	159.00	238.50	477.00	636.00	4"	6"
2U-2C-60	39.28	117.75	196.40	294.60	589.20	785.60	4"	6"
2U-2C-66	47.52	142.56	237.60	356.40	712.80	950.40	4"	6"
2U-2C-72	56.54	169.62	282.70	424.05	848.10	1130.80	6"	6"
2U-2C-78	66.36	199.08	331.80	497.70	995.40	1327.20	6"	8"
2U-2C-84	76.96	230.88	384.80	577.20	1154.40	1539.20	6"	8"
2U-2C-90	88.36	265.08	441.80	662.70	1325.40	1767.20	6"	8"
2U-2C-96	100.54	301.62	502.70	754.05	1508.10	2010.80	6"	8"
2U-2C-102	113.50	340.50	567.50	851.25	1702.50	2270.00	6"	10"
2U-2C-108	127.24	381.72	636.20	954.30	1908.60	2544.80	8"	10"
2U-2C-114	144.76	434.28	708.80	1063.20	2126.40	2835.20	8"	10"
2U-2C-120	157.08	471.24	785.40	1178.10	2356.20	3141.60	8"	10"
2U-4C-36	28.08	84.24	144.40	210.60	421.20	560.00	3"	6"
2U-4C-42	38.48	115.44	192.40	288.60	577.20	769.60	3"	6"
2U-4C-48	50.28	150.84	251.60	377.10	754.20	1005.60	3"	6"
2U-4C-54	63.60	190.80	318.00	477.00	954.00	1272.00	4"	8"
2U-4C-60	78.56	235.50	392.80	589.20	1178.40	1571.20	4"	8"
2U-4C-66	95.04	285.12	475.20	712.80	1425.60	1900.80	4"	8"
2U-4C-72	113.08	339.24	565.40	848.10	1696.20	2261.60	6"	10"
2U-4C-78	132.72	398.16	663.60	995.40	1990.80	2654.40	6"	10"
2U-4C-84	153.92	461.76	769.60	1154.40	2308.80	3078.40	6"	10"
2U-4C-90	176.72	512.16	883.60	1325.40	2650.80	3534.40	6"	12"
2U-4C-96	201.08	603.24	1005.40	1508.01	3016.20	4021.60	6"	12"
2U-4C-102	227.00	681.00	1135.00	1702.50	3405.00	4540.00	6"	12"
2U-4C-108	254.48	763.44	1272.40	1908.60	3817.20	5089.60	8"	14"
2U-4C-114	289.52	868.56	1417.60	2126.40	4252.80	5852.74	8"	14"
2U-4C-120	314.16	942.48	1570.80	2356.20	4712.40	6283.20	8"	14"
2U-6C-36	42.42	127.80	212.10	318.15	636.30	848.40	3"	6"
2U-6C-42	57.72	173.16	288.60	432.90	865.80	1154.40	3"	6"
2U-6C-48	75.42	226.26	377.10	565.68	1131.32	1514.44	3"	8"
2U-6C-54	95.40	286.20	477.00	715.50	1431.00	1908.00	4"	8"
2U-6C-60	117.84	353.52	589.20	883.80	1767.60	2356.80	4"	8"
2U-6C-66	142.56	427.68	712.80	1069.20	2138.40	2851.20	4"	10"
2U-6C-72	169.62	527.04	848.10	1272.16	2544.30	3392.40	6"	10"
2U-6C-78	199.08	597.84	989.40	1493.10	2986.20	3981.60	6"	12"
2U-6C-84	230.88	692.64	1154.40	1731.60	3463.20	4617.60	6"	12"
2U-6C-90	265.08	795.24	1325.40	1988.10	3976.20	5301.60	6"	14"
2U-6C-96	301.62	904.86	1508.10	2262.16	4524.32	6032.40	6"	14"
2U-6C-102	340.50	1021.50	1702.50	2553.75	5107.50	6810.00	6"	16"
2U-6C-108	381.72	1145.28	1908.80	2862.90	5725.80	7634.40	8"	16"
2U-6C-114	425.28	1275.84	2126.40	3189.60	6379.20	8505.60	8"	16"
2U-6C-120	471.24	1413.72	2356.20	3534.30	7068.60	9424.80	8"	18"

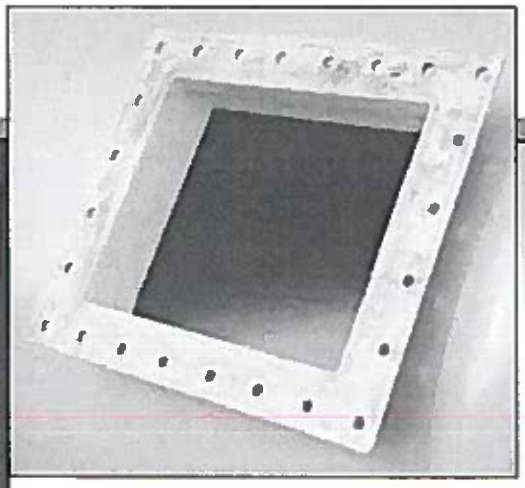
Face Piping

Whitten face piping incorporates user friendly single lever linkage. This allows operator simplicity by moving one lever in order to activate valves for backwashing. Whitten's standard valves are nylon coated with undercut wafer for early valve-seating and efficiency.

Access Hatch

An oversized access hatch is standard on all Whitten Pressure filters. With its rectangular shape and a size of 18" x 14", it allows for easy operator inspection of internal components or media. It features an industrial grade heavy-duty gasket that is designed to be reused after each inspection. The Whitten gasket eliminates the inconvenience and cost of reordering and replacing gaskets each time you inspect the filter.





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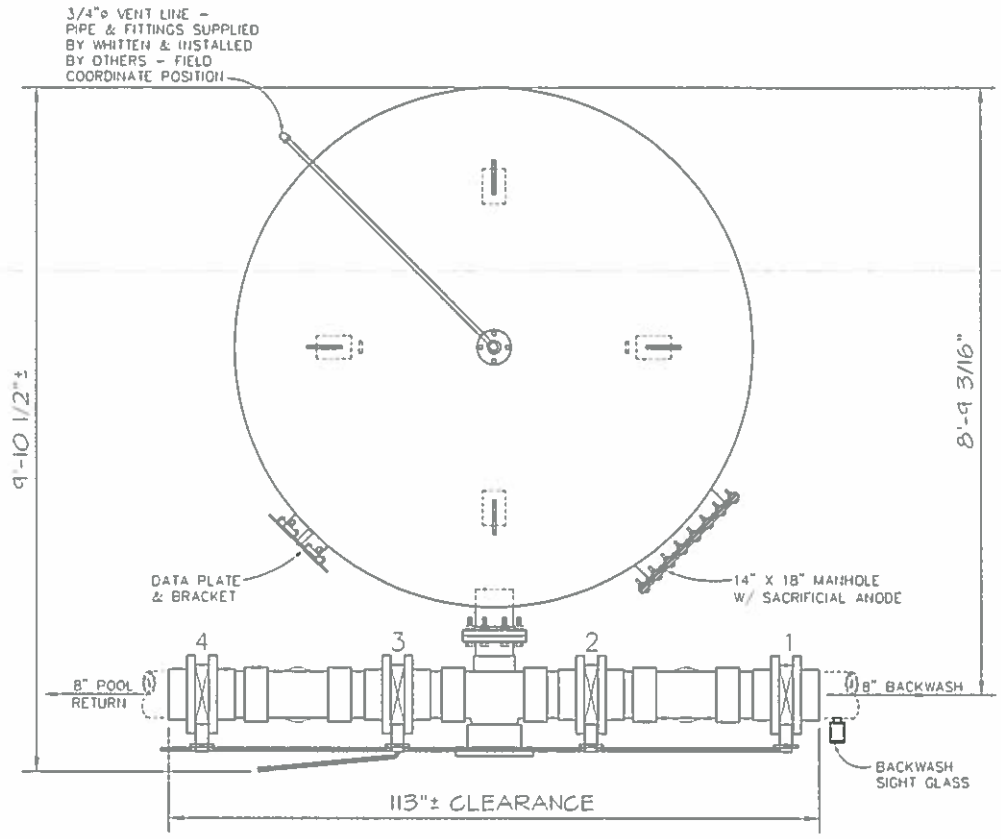
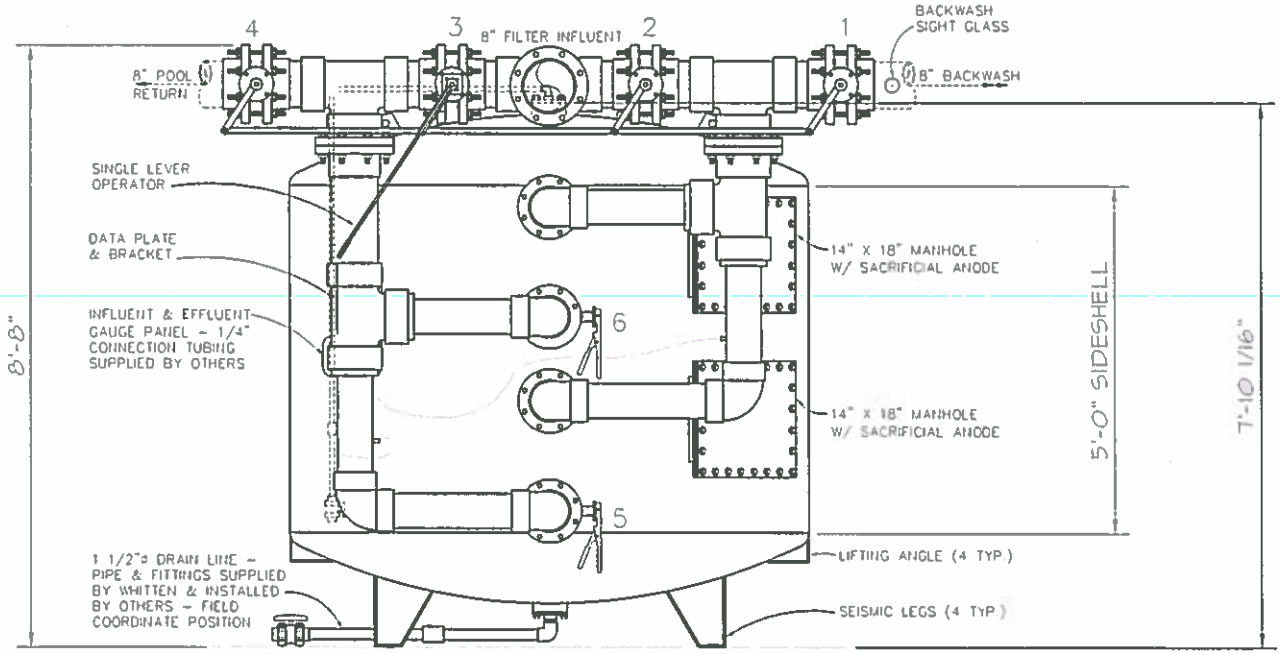


PLAN VIEW



ELEVATION

1U-2C-90 MULTI-CELL FILTER

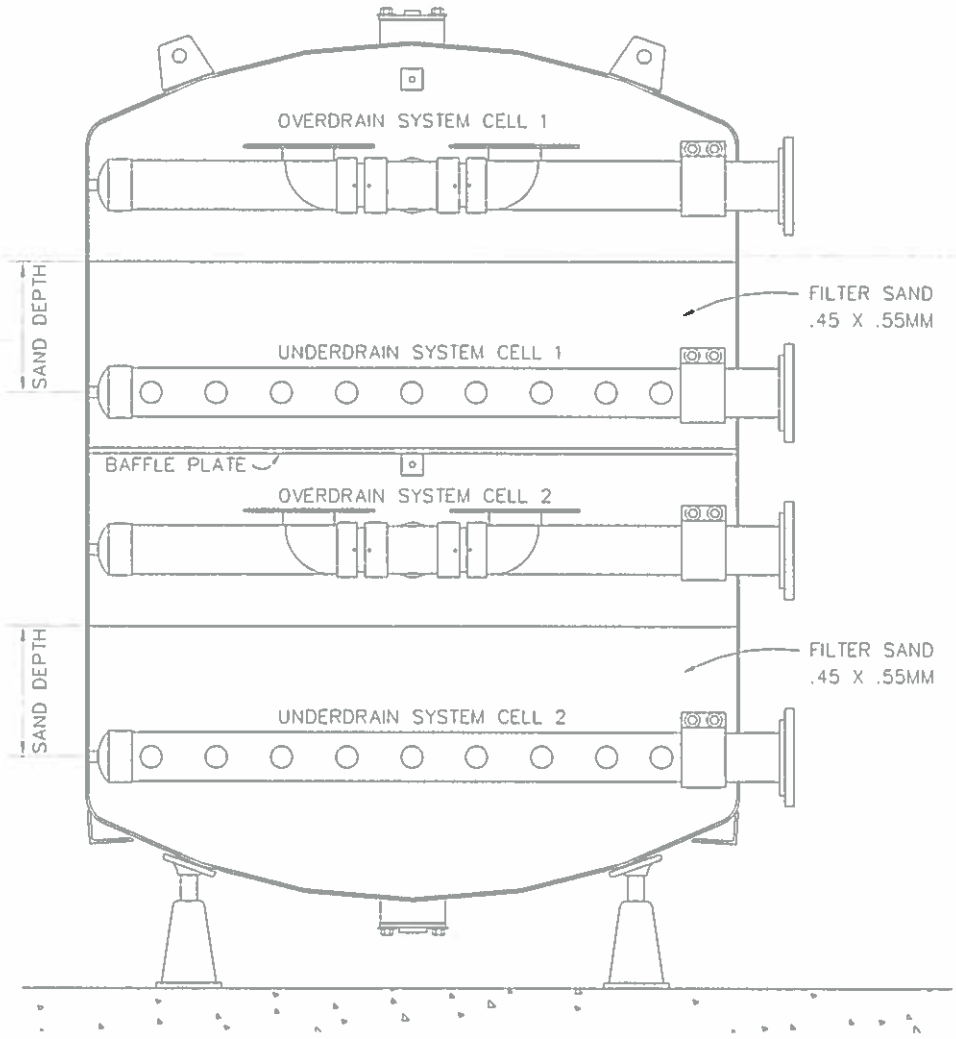
DATE: -
JOB NO.: -
FILE NO: -

WHITTEN PRODUCTS
DIVISION of HYDROTECH SYSTEMS Ltd.

P.O.Box 648
One Aquatic Center
Cohoes, NY 12047
Tel.518-783-0038
Fax 518-783-0474

AQUATIC DEVELOPMENT GROUP

/0326



FILTER SIZE	# of 100 lb. Bags .44mm X .55mm	FILTER SIZE	# of 100 lb. Bags .44mm X .55mm
1U-2C-36	20	1U-2C-84	110
1U-2C-42	36	1U-2C-90	146
1U-2C-48	42	1U-2C-96	160
1U-2C-54	45	1U-2C-102	210
1U-2C-60	65	1U-2C-108	235
1U-2C-66	84	1U-2C-114	255
1U-2C-72	92	1U-2C-120	276
1U-2C-78	110		

2 CELL (1U-2C) MEDIA DEPTH CHART

DATE: 7/17/07

FILE NO:

WHITTEN PRODUCTS
DIVISION of HYDROTECH SYSTEMS Ltd.

P.O.Box 648
One Aquatic Center
Cohoes, NY 12047
Tel.518-783-0038
Fax 518-783-0474

AQUATIC DEVELOPMENT GROUP

10305

McCarty Engineering, Inc.
Civil Engineers

RECEIVED
2020 JUL 14 PM 1:22
CITY CLERK'S OFFICE
GARDNER, MA

July 13, 2020

Elizabeth J. Kazinskas, Council President
City Council
95 Pleasant Street
Room 121
Gardner, MA 01440

Via: Hand Delivery

Ref.: Parker Place
525 Parker Place
Development Overlay District 1
Gardner, Massachusetts

Dear Council President and Members:

On behalf of Traven Development LLC., McCarty Engineering, Inc. (MEI) is hereby requesting that under section 675-530 of the City of Gardner Zoning Ordinance that the designation of the Development Overlay District 1, that was voted into action on April 18, 2006 and approved by Mayor Gerald E. St. Hilaire on April 19, 2006 continue to apply to the property situated at 525 Parker Street. Associated with this designation we are also hereby requesting that the approved use be amended from three- and four-unit condominiums to multi-unit residential buildings.

525 Parker Street consists of two parcels totaling approximately 16.2 acres±. The properties are depicted on the City of Gardner Assessors Maps as parcels M22-1-6 and M22-6-27 both of which are zoned Industrial 1 and are configured such that they have frontage along Parker Street, Water Street and Parker Pond.

This parcel is the former location of one of Gardner's premier furniture manufactures Gem Industries who specialized in the creation of dormitory furniture. The factory and parking areas were situated to the interior portions of the site while the perimeter was marked with undulating topography and wetland systems. In the early 2000s the factory was demolished and the site has remained vacant.

In harmony with the previously approved project and the City-wide growth and development policies, the applicant proposes to redevelop this parcel and construct three multi-family residential buildings, totaling 123 units.

42 Jungle Road Leominster, MA Ph: 978-534-1318 Fax: 978-840-6907 www.mccartydb.com

The site has been configured such that the main access into the site will be off of Parker Street with an emergency access provided off of Water Street. The parking lots have been located within the interior of the site with the buildings positioned alongside the edge of the parking. This configuration allows for the buildings to buffer the parking areas to the abutting residences. Linked to this properties' revitalization, an extensive landscape plan is proposed which will aid in accenting the building architecture, complimenting the natural elements while also providing buffering and screening. A traffic-assessment memorandum has been submitted with this cover letter detailing the potential impact this project would have on the surrounding area.

This request to amend the Overlay district is the first step in the permitting process. This project will require the filing for a Special Permit and Site Plan Review from the Planning Board and a Notice of Intent with the local Conservation Commission and DEP.

We feel this proposed development is consistent with the intent of the Development Overlay District 1 and we look forward to working with City Council on this matter. If you have any questions of comments, please feel free to contact our office.

Sincerely,

Lar Greene, RLA
P:\MEI\223-Olson\City Council\Docs\Revised Development 1 Overlay Requestletter.docx

10305

TEPP LLC TRANSPORTATION ENGINEERING, PLANNING AND POLICY

MEMORANDUM

93 Stiles Road, Suite 201, Salem, New Hampshire 03079 USA
800 Turnpike Street, Suite 300, North Andover, Massachusetts 01845 USA
Phone (603) 212-9133 and Fax (603) 226-4108
Email tepp@teppllc.com and Web www.teppllc.com

Ref: 1505

Subject: Traffic Assessment
Parker Estates Apartment Development
Gardner, Massachusetts

From: Kim Eric Hazarvartian, Ph.D., P.E., PTOE
Principal

Date: July 7, 2020

COMMONWEALTH OF MASSACHUSETTS
KIM ERIC HAZARVARTIAN
CIVIL
No. 32570
REGISTERED PROFESSIONAL ENGINEER

INTRODUCTION

TEPP LLC to prepare this traffic-assessment memorandum (TAM) regarding the proposed Parker Estates apartment development in the City of Gardner, Massachusetts.

This TAM concludes that:

- relevant sight distances for the Parker Street/proposed driveway intersection provide for greater than the Parker Street speed limit
- the project is anticipated to have no significant impact on area traffic operations
- further traffic-impact analysis is not warranted

PROJECT DESCRIPTION

The existing site:

- has an area of about 706,849 square feet
- was previously developed as an industrial use
- fronts on the north side of Parker Street
- has residential development to the north and east
- has Parker Pond and a railroad to the west

The project:

- provides a total of 123 dwelling units in three three-story buildings
- includes a proposed driveway intersecting the north side of Parker Street about 700 feet (ft) west of Rock Street

- includes a proposed emergency-access driveway intersecting the west side of Water Street about 180 ft south of the end of the street

PARKER STREET

Parker Street:

- functions as arterial street
- connects the City central business district, to the east, and the Town of Templeton, to the west
- is under the jurisdiction of the City and is signed as Massachusetts Route 101

Parker Street near the site:

- is oriented about east-west
- has a tangent horizontal alignment
- includes a minor westbound downgrade
- has a marked travelway with one lane per direction
- has curb and sidewalk on the south side
- has asphaltic-cement-concrete pavement in poor-to-fair condition
- includes utility poles on the west side, some with luminaires
- provides access for residential development
- underpasses a railroad about 300 ft west of the proposed driveway location

WATER STREET

Water Street:

- functions as local street
- is oriented roughly north-south
- extends from Branch Street, to the south, to the end of the street, to the south, a length of about 650 ft
- is under the jurisdiction of the City

Water Street near the site:

- has tangent alignment that includes a turn about 140 ft south of the proposed driveway location
- included minor grades
- has an unmarked travelway providing one lane per direction
- has curb and sidewalk on the east side
- has asphaltic-cement-concrete pavement in fair-to-good condition
- includes utility poles on the north side, some with luminaires
- provides access for residential development

SIGHT DISTANCES

The American Association of State Highway and Transportation Officials (AASHTO) has established authoritative policy for sight distances at unsignalized intersections in terms of:

- stopping sight distance (SSD)
- optional intersection sight distance (ISD)

SSD:

- provides for safety
- enables a driver, on the major road, to perceive and react accordingly to a vehicle entering the major road from a minor road
- is conservative because it encompasses a wide range of brake-reaction times and deceleration rates[1]

Optional ISD:

- is ordinarily greater than SSD and may enhance traffic operations
- is not required for safety[2]

Table 1 shows relevant available sight distances for the Parker Street/proposed driveway intersection. Stopping sight distances are available for greater than the Parker Street speed limit.

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[1] AASHTO, *A Policy on Geometric Design of Highways and Streets*, 6th Edition (Washington, DC, 2011), pages 3-2 to 3-6.

[2] AASHTO, pages 9-28 to 9-29.

Table 1. Sight distances for Parker Street/proposed driveway intersection.

Movement and View	Available Sight Distance (ft)[a]	Speeds (mph)		
		Limit	SSD	ISD
Movement—Left Turns from Proposed Driveway				
View—To and from Parker Street East Leg	700	30	50+	50+
View—To and from Parker Street West Leg	700	30	50+	50+
Movement—Right Turns from Proposed Driveway				
View—To and from Parkier Street East Leg	700	30	50+	50+
Movement—Left Turns from Parker Street				
View—To and from Parker Street East Leg	700	30	50+	50+

[a] From field assessment on June 30, 2020.

For the Water Street/proposed emergency-access driveway intersection, sight distances extend from the horizontal turn, to the south, and the end of street, to the north.

TRIP GENERATION

The Institute of Transportation Engineers (ITE) publishes trip-generation information in the authoritative *Trip Generation Manual*.[3] This information is based on empirical data for a variety of land uses including multifamily housing (mid-rise), land use 221, based on dwelling units[4]

Table 2 shows calculated weekday vehicle-trips for the proposed 123-dwelling-unit development as:

Table 2. Calculated weekday vehicle-trip generation.

Time Period and Direction	Vehicle-Trips[a]		
	Total	In	Out
Daily	669	334	335
AM-Street-Peak Hour	42	11	31
PM-Street-Peak Hour	54	33	21

[a] Based on ITE, multifamily housing (mid-rise), land use 221, 123 dwelling units.

[3] ITE, *Trip Generation Manual*, 10th Edition (Washington DC, September 2017).

[4] ITE, *Trip Generation Manual*, Volume 2, Data, Residential (Land Uses 200-299), pages 71 to 149.

- daily, 669 (total of in and out)
- AM-street-peak hour, 42 (11 in and 31 out)
- PM-street-peak hour, 54 (33 in and 21 out)

POTENTIAL TRAFFIC IMPACTS

ITE suggests that land developments generating at least 100 peak-hour vehicle trips, in the busier direction, are candidates for consideration of traffic impact analysis.[5] Tabulated peak-hour trip generation due to the proposed redevelopment is well below this national ITE threshold.

The proposed redevelopment is calculated to generate 42 to 54 vehicle-trips during tabulated peak hours, split:

- in versus out of the site
- along Parker Street to and from the east
- along Parker Street to and from the west

This represents averages of about:

- 10 to 14 vehicles per hour per direction on Parker Street east or west of the site
- 1 vehicle per 4 to 6 minutes per direction on Parker Street east or west of the site

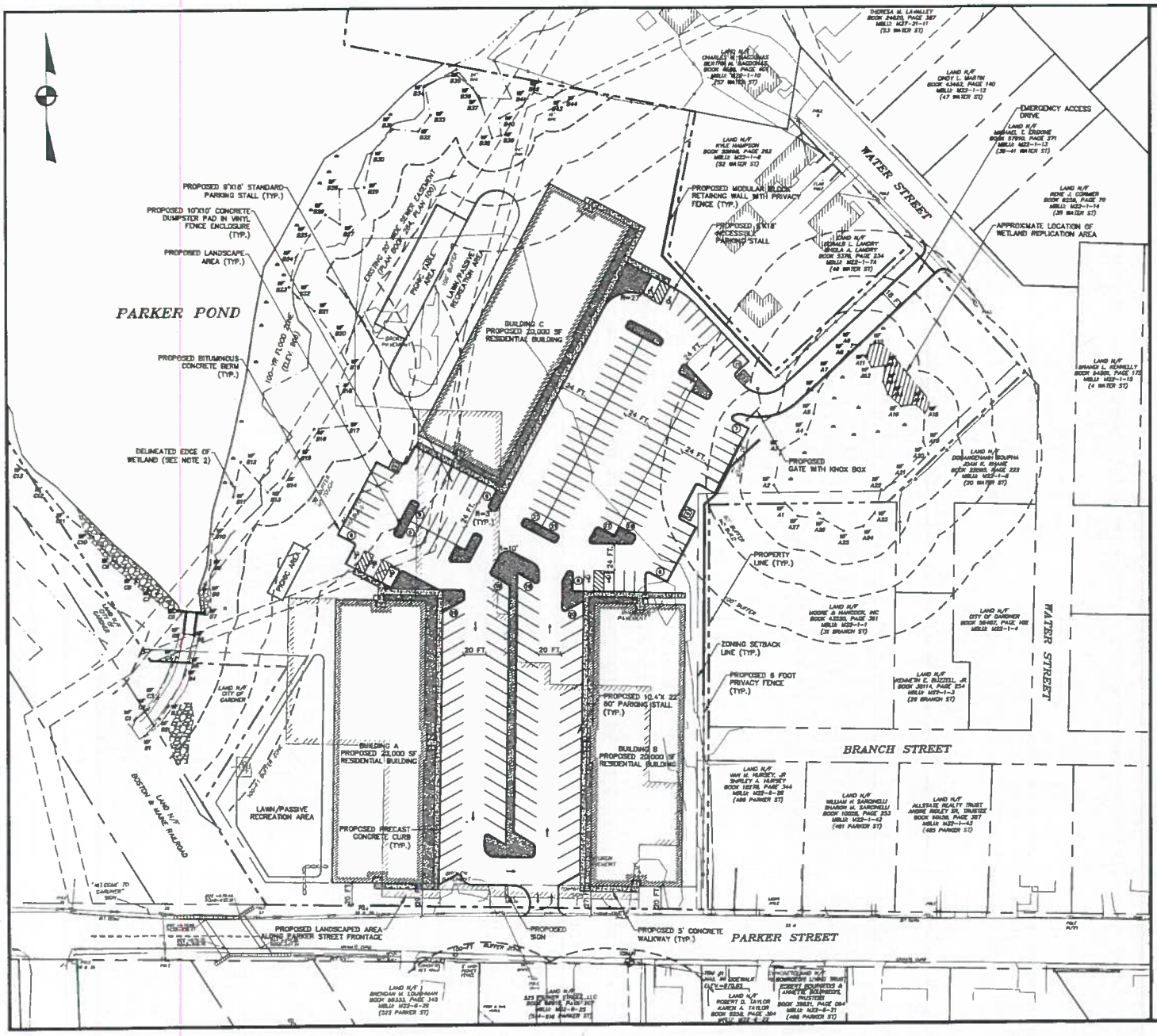
On this basis, the proposed development is anticipated to have no significant impact on area traffic operations.

CONCLUSION

This TAM concludes that:

- relevant sight distances for the Parker Street/proposed driveway intersection provide for greater than the Parker Street speed limit
- the project is anticipated to have no significant impact on area traffic operations
- further traffic-impact analysis is not warranted

[5] ITE, *Manual of Transportation Engineering Studies* (Prentice Hall: Englewood Cliffs, New Jersey, 2000), page 144.



LOCUS PLAN

1"=1,000 FT.±

NOTES:

1. EXISTING CONDITIONS INFORMATION SHOWN WAS RECEIVED ELECTRONICALLY FROM HANNIGAN ENGINEERING, INC. DATED NOVEMBER 14, 2019.
2. THE WETLANDS WERE DELINEATED BY ECOTEC, INC. ON OCTOBER 30, 2019. FLAGS WERE FIELD LOCATED BY HANNIGAN ENGINEERING, INC. IN NOVEMBER 2019.
3. A PORTION OF THIS PARCEL IS LOCATED WITHIN THE LIMITS OF THE 100-YEAR FLOODPLAIN BASED ON A REVIEW OF THE MASS GIS ONLINE DATA VIEWER. NO WORK IS PROPOSED WITHIN THE FLOODPLAIN.

ZONING SUMMARY: EAST PARCEL

DISTRICT: INDUSTRIAL 1/DEVELOPMENT OVERLAY DISTRICT 1*

DIMENSIONAL REQUIREMENTS:

	REQUIRED:	PROVIDED:	CONFORMANCE:
MIN. LOT AREA:	5,000 S.F.	708,848 S.F.	Y
MAX. LOT COVERAGE:	85%	21.6%	Y**
FRONTAGE:	NONE	380.5 FT.	Y
MIN. SIDE YARD:	10 FT.	21 FT.	Y
MIN. FRONT YARD:	10 FT.	20 FT	Y
MIN. REAR YARD:	20 FT.	581 FT.	Y
MAX. HEIGHT:	60 FT.	52 FT.	Y
MAX. STORIES:	5	3	Y
OPEN SPACE:	15%	21.1%	Y***

*PER SECTION 5300(2) OF THE ZONING BYLAW THIS PROJECT WILL REQUIRE A SPECIAL PERMIT BY THE CITY OF GARDNER PLANNING BOARD.

**MAX LOT COVERAGE WITHIN THE USABLE AREA IS 51.7%.

***OPEN SPACE WITHIN THE USABLE AREA IS 50.4%. NOTE, SURFACE AREA OF PARKER POND IS NOT INCLUDED IN THIS CALCULATION.

PARKING SUMMARY:

REQUIREMENTS:

RESIDENTIAL 2 BEDROOM: 2 SPACE/UNIT

RESIDENTIAL 1 BEDROOM: 1 SPACE/UNIT

PROPOSED:

RESIDENTIAL: 90 2 BEDROOM UNITS

RESIDENTIAL: 33 1 BEDROOM UNITS

PARKING REQUIRED:

RESIDENTIAL: 90 UNITS X 2 SP/UNIT= 180 SPACES

RESIDENTIAL: 33 UNITS X 1 SP/UNIT= 33 SPACES

TOTAL SPACES REQUIRED: 213 SPACES

PARKING PROVIDED: 213 SPACES

TOTAL ACCESSIBLE REQUIRED: 7 SPACES

ACCESSIBLE PARKING REQUIRED: 7 SPACES

NOT FOR CONSTRUCTION

THESE PLANS WERE PREPARED FOR THE PURPOSE OF OBTAINING STATE AND LOCAL PERMITS AND ARE NOT INTENDED TO BE USED AS CONSTRUCTION DOCUMENTS.

No.	Date	Revision

7/13/20

Drawn By: JJ | Designed By: PJM | Checked By:

McCarty Engineering, Inc.
Civil Engineers
42 Jungle Road, Leominster, MA 01453
phone:(978) 534-1318 fax: (978) 840-0907
www.mccartyeng.com

Project Name

Parker Estates
Parker Street
Gardner, MA

Sheet Title

Proposed Development Plan

Job No: 223

File Name: 223P-CPB02

Date: July 13, 2020

Scale: 1"=40'

Sheet No. 1

10365

10383

CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING
Manca Annex, 115 Pleasant Street, Room 201 Gardner, Massachusetts 01440
Phone: (978) 630-4014 ◊ Fax: (978) 632-1905 ◊ CDBG (978) 632-3800

RECEIVED
2020 AUG 25 AM 11:08
CITY CLERK'S OFFICE
GARDNER, MA

August 24, 2020

President Elizabeth J. Kazinskas
C/o Alan Agnelli, City Clerk
City Hall
95 Pleasant Street
Gardner, MA 01440

Subject: Amendment to Development Overlay District 1 ~ 525 Parker Street

Dear President Kazinskas:

At the Planning Board meeting held on Monday, August 17, 2020, the Planning Board voted 4-1 to recommend approval of the amendment to Development Overlay District 1 referenced above. The parcel is zoned industrial, has long been vacant, and is surrounded by residential uses, therefore, the amendment will prove beneficial for future development of area by encouraging the change in use.

The Planning Board looks forward to joining the City Council at a joint public hearing scheduled at its earliest convenience. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Trevor M. Beauregard
Director, Community Development and Planning

10305

CITY OF GARDNER
MASSACHUSETTS
CITY CLERK

95 PLEASANT STREET, ROOM 121
GARDNER, MA 01440-2630
TEL 978-630-4058

ALAN L. AGNELLI
City Clerk
Registrar of Voters

JOHN A. OLIVARI
Assistant City Clerk
FAITH A. GLOVER
Assistant City Clerk

August 10, 2020

Mark M. Schafron, Chairman
Gardner Planning Board
City Hall Annex, Room 201
115 Pleasant Street
Gardner, MA 01440

Re: Renewed Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1

Dear Mr. Schafron:

Pursuant to G.L. Chapter 40A, § 5, the City Council voted to transmit to the Planning Board for review and report the enclosed renewed Petition by Traven Development LLC to renew the designation of two (2) parcels at 525 Parker Street as a Development Overlay District 1.

Should you have any questions, please feel free to contact me.

Very truly yours,

Alan L. Agnelli

ALAN L. AGNELLI
City Clerk

Enclosures (2)