PRESIDENT
Elizabeth J. Kazinskas

COUNCILLORS AT LARGE
James S. Boone
Craig R. Cormier
Ronald F. Cormier
Scott Joseph Graves, Esq.
Judy A. Mack
George C. Tyros

WARD 1 COUNCILLOR
James M. Walsh, Esq.

WARD 2 COUNCILLOR
Elizabeth J. Kazinskas

WARD 3 COUNCILLOR
Nathan R. Boudreau

WARD 4 COUNCILLOR
Karen G. Hardern

WARD 5 COUNCILLOR
Alek Dernalowicz, Esq.

CITY OF GARDNER
MASSACHUSETTS 01440-2630

OFFICE OF THE
CITY COUNCIL

RECEIVED
AUG 28 2020
BY:

August 28, 2020

FINANCE COMMITTEE MEETING NOTICE

Date: Wednesday, September 2, 2020
Time: 12:00 P.M.
Location: Remotely via Zoom/Broadcast on Gardner YouTube Channel

ANNOUNCEMENT - 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 referenced or used during the meeting must be submitted in duplicate to the Chair, pursuant to the Open Meeting and Public Records Law. All documents shall become part of the official record of the meeting.

SCHEDULE OF BUSINESS
(Agenda attached)

1. Acceptance/Corrections to Minutes of Prior Meeting(s).
2. Budget and Orders (Money orders, loan orders, revolving funds, other financial).
3. Appointments, vacancies and other personnel matters.
4. Ordinances and Acceptance of General Laws and Special Acts.
5. Authorizations Required by Statute (Contracts, Election Orders, Grants, etc.).
6. Land Acceptance, Disposal, Easements, etc.
7. Claims, Legal, Rules and Salaries.
8. Departmental Management and organizational matters.
9. Report from the Mayor on the State of the City.

NOTICE: The listing of Agenda items are those reasonably anticipated by the Chairman which may 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.

CITY COUNCIL OF GARDNER
Elizabeth J. Kazinskas
ELIZABETH J. KAZINSKAS
Chair, Finance Committee

**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 Finance Committee will be conducted via remote participation. The audio 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, MASSACHUSETTS
CITY COUNCIL FINANCE COMMITTEE MEETING
Wednesday – September 2, 2020 – 12:00 PM
Remotely via Zoom

AGENDA

CALL TO ORDER

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.

1-1 Review and Approval of Minutes of Prior Meeting(s).

2-1 An Order Appropriating $74,819.00 from Free Cash to Fire Department New Equipment and Protective FF Clothing.

2-2 An Order Appropriating $20,800.00 from Free Cash to Info/Technology Software Account.

2-3 An Order Appropriating $150,000.00 from Free Cash to Police Department Vehicles Account.

2-4 An Order Appropriating $75,000.00 from Free Cash to Pool Filtration System.

3-1 A Measure Confirming the Mayor's Appointment of Phillip Buso to the position of Veterans' Agent/Veterans' Burial Agent for term expiring 8/6/2021.

3-2 A Measure Confirming the Mayor's Appointment of Phillip Buso to the position of Veterans' Graves Officer for term expiring 8/6/2021.

3-3 A Measure Confirming the Mayor's Appointment of Christopher Coughlin to the position of City Engineer for term expiring 8/6/2023.

3-4 A Measure Confirming the Mayor's Appointment of Shaunesy Dame to the position of Alternate Inspector of Wires for term expiring 8/6/2021.

3-5 A Measure Confirming the Mayor's Appointment of Darrell Sweeney to the position of Inspector of Wires for term expiring 8/6/2023.

3-6 A Measure Confirming the Mayor's Appointment of Alana Meserve to the position of Animal Control Officer for term expiring 8/6/2021.

6-1 A Measure Authorizing an Eighth Amendment to the April 9, 1968 Lease Between the City and Henry Heywood Memorial Hospital *(Ref: Council Calendar No. 10119).*

6-2 A Measure Authorizing an Easement Relocation Agreement Between the City of Gardner and Massachusetts Electric Company *(Ref: Finance Committee Agenda Item No. 6-1).*

6-3 A Measure Authorizing a Grant of Easement to Massachusetts Electric Company for an "OVERHEAD SYSTEM" and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" at 200 Catherine Street (Gardner High School).

ADJOURNMENT

Items listed on the Agenda are those reasonably anticipated by the Chair 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.

2-1 to 2-4

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

August 28, 2020

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

RE: Free Cash Orders for Sept 2 Finance Committee, Sept 8 Council Meeting

Dear President Kazinskas and Councilors,

Attached, please find five (5) money orders for consideration at the upcoming meetings of the Finance Committee and the City Council.

All five (5) of these orders are for items that were originally submitted as part of the FY2021 budget, but cut from the operating budget as a way to meet our reduced revenue projections. As I stated in the FY2021 Budget Memo, we cut anticipated revenue by just under eight percent (8%) due to the ongoing pandemic situation. This equates to approximately $600,000. These items were removed to meet the appropriation in our budget for the upcoming fiscal year and are being requested out of free cash as a way to still meet these needs.

The Commonwealth recently enacted legislation that allows municipalities to utilize free cash for purposes like these past the usual July 1st deadline.

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

2-1 to 2-4

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 2, 2020

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

These balances are as of August 27, 2020:

		Money Order	Balance
Free Cash	10000-35400		$561,504.93
to Police Dept for New Vehicles Expense	12210-55090	150,000.00	$411,504.93
to Health Dept for Software Expense	15512-52041	20,800.00	$390,704.93
to Fire Dept for New Equipment Expense	12220-55123	24,819.00	$365,885.93
to Fire Dept for Protective FF Clothing Expense	12220-55114	50,000.00	$315,885.93
to Greenwood Pool for Pool Filtration System	16621-55161	75,000.00	$240,885.93
			$240,885.93

The Snow & Ice account currently has available ($50,000)
14421-52210

Sincerely

John Richard

John Richard
City Auditor

copies: Mayor
City Clerk

2-1

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO FIRE DEPARTMENT - VARIOUS ACCOUNTS.

ORDERED:

That there be and is hereby appropriated the sum of Seventy-Four Thousand Eight Hundred Nineteen Dollars and No Cents ($74,819.00) from Free Cash to the following accounts:

Fire Department	New Equipment	$24,819.00
Fire Department	Protective FF Clothing	$50,000.00

2-1

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 AUG 27 PM 4:26
CITY CLERK'S OFFICE

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 Fire Department- Various Accounts

Dear President Kazinskas and Councilors,

Attached, please find a request for appropriation from Free Cash for $74,819.00.

The City recently received a grant from the Federal Assistance for Firefighters Grant program to purchase new Self Contained Breathing Apparatus (SCBA). The City received $248,181.82 from the grant and $24,819.00 of the requested funds are being used to purchase the City's required match for the grant.

The total funding provided through this grant and the requested appropriation will allow us to purchase new SCBA units for all of our current fire personnel. The City currently employs forty (40) full time firefighters, including the Chief and the Captain.

The remaining $50,000.00 portion of the appropriation is being requested to purchase new turnout gear for our firefighters. This is equivalent to the amount that was reduced in the operating budget. This will allow us to have a second set of turnout gear when their first set is being washed. Best practices for fire equipment involves the regular cleaning of turnout gear and protective equipment to reduce the chances of carcinogenic (cancer causing) materials on the clothing from coming into contact with fire personnel.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

2-1

CITY OF GARDNER

FIRE HEADQUARTERS
70 CITY HALL AVENUE
GARDNER, MA 01440-2671

OFFICE OF FIRE CHIEF
Richard P. Ares

Telephone (978) 630-4051
Fax (978) 630-4028

August 13, 2020

Mayor Michael Nicholson
Gardner City Hall
95 Pleasant Street
Gardner, MA 01440

Dear Mayor Nicholson

I am requesting an appropriation of $74,819 from free cash for the following needs:

$24,819.00 for the City's share of the $273,000.00 AFG federal grant awarded to purchase new self-contained breathing apparatus.

$50,000.00 for Fire Protective Clothing. This amount will allow for the purchase of a second set of turnout gear (protective coat and trousers) for our Firefighters to wear while their first set is being washed and dried. Cleaning of turnout gear is of paramount importance for the prevention of job related cancer. This amount represents the amount cut from the FY21 budget.

Please contact me with any questions.

Thank you.

Respectfully,

Richard P. Ares
Fire Chief

AN ORDER APPROPRIATING FROM FREE CASH TO INFO/TECHNOLOGY SOFTWARE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Twenty Thousand Eight Hundred Dollars and No Cents ($20,800.00) from Free Cash to the Info/Technology Software Account.

2-2

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 Info/Technology Software Account

Dear President Kazinskas and Councilors,

Attached, please find a request for appropriation from Free Cash for $20,800.00.

This request would facilitate the inclusion of the Health Department into our existing ViewPoint Online Permitting Software the Building Department currently utilizes. After our Building Department, the Health Department issues the second largest amount of permits per year. This technology will increase the efficiency of the Health Department, while also enabling the inspectional services departments to work more cohesively.

Though the City had been working toward implementing more and more virtual services, the current COVID-19 Pandemic has certainly highlighted just how important it is for our residents to be able to receive City Hall services from the comfort of their homes. My goal is to eventually have more departments participate in this online software system to increase efficiency and productivity.

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

2-2

CITY OF GARDNER

OFFICE OF THE
BOARD OF HEALTH ROOM 29, CITY HALL
GARDNER, MASSACHUSETTS 01440
(978) 630-4013
FAX (978) 632-4682

August 11, 2020

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

Mayor Nicholson,

I am respectfully requesting an appropriation from free-cash in the total amount of $20,800.00 dollars to be approved for the health department to purchase OpenGov Viewpoint Cloud software. Of the total amount the annual software cost would be $9000 dollars per year for health. The professional services deployment cost to set up the program specifically for our department needs is $11,730 dollars. This would include information gathering, process mapping, system template configuration, administrator training and go-live support provided by OpenGov professionals.

This software was something our department has been interested in exploring since the City's Building Department began using it. This software would be used for the Health Department's permitting, licensing and code enforcement. Due to the current health pandemic, the software has become even more appealing as this would enable us to complete everything regarding licensing remotely, limiting in person contact here in the office. With our permitting and licensing season around the corner, beginning in the fall, the software would be very beneficial to our department for both ease of use and customer and employee safety.

Respectfully,

Lauren Saunders

Lauren Saunders
Health Director

cc. file

AN ORDER APPROPRIATING FROM FREE CASH TO THE POLICE DEPARTMENT VEHICLES ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) from Free Cash to the Police Department Vehicles Account.

2-3

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 Police Department Vehicle Account

Dear President Kazinskas and Councilors,

Attached, please find a request for appropriation from Free Cash for $150,000.00.

This appropriation is being requested to purchase three new vehicles for the Police Department fleet. This is in accordance with our existing vehicle rotation program that our department has been following in recent years to ensure that our fleet is safe and up to date.

This appropriation is usually allocated for in the annual operating budget, but is being requested out of free cash this year, due to reductions in revenue projections in the operating budget as a result of the current COVID-19 pandemic.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

August 7, 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 $150,000.00 dollars to be approved for use of the Police Department Vehicles in account 12210-55090.

The basis for this request is centered upon a replacement cycle where the police department has purchased 3 vehicles annually and utilized them in an established rotation. This rotation has allowed a marked cruiser to remain an asset to our fleet for approximately 5-6 years and an unmarked vehicle for 6-7 years. Vehicles kept in service longer than this benchmark often become increasingly costly with major repairs and are in turn unavailable for use. This established rotation takes into consideration recommendations for the particular fleet vehicle in the areas of safety, mileage, maintenance, needed repairs and prior repairs detailed by our fleet mechanics at Gardner DPW. Initial quotes for an outfitted cruiser is $48,000 - $50,000.

The replacement cycle has been established and proven to allow for the maximum use of a police vehicle without the department suffering from the extensive accumulation of service time, major repairs or compromising safety.

Respectfully,

Richard A. Braks
Chief of Police

cc. file

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:

2-4

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

2-4

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.

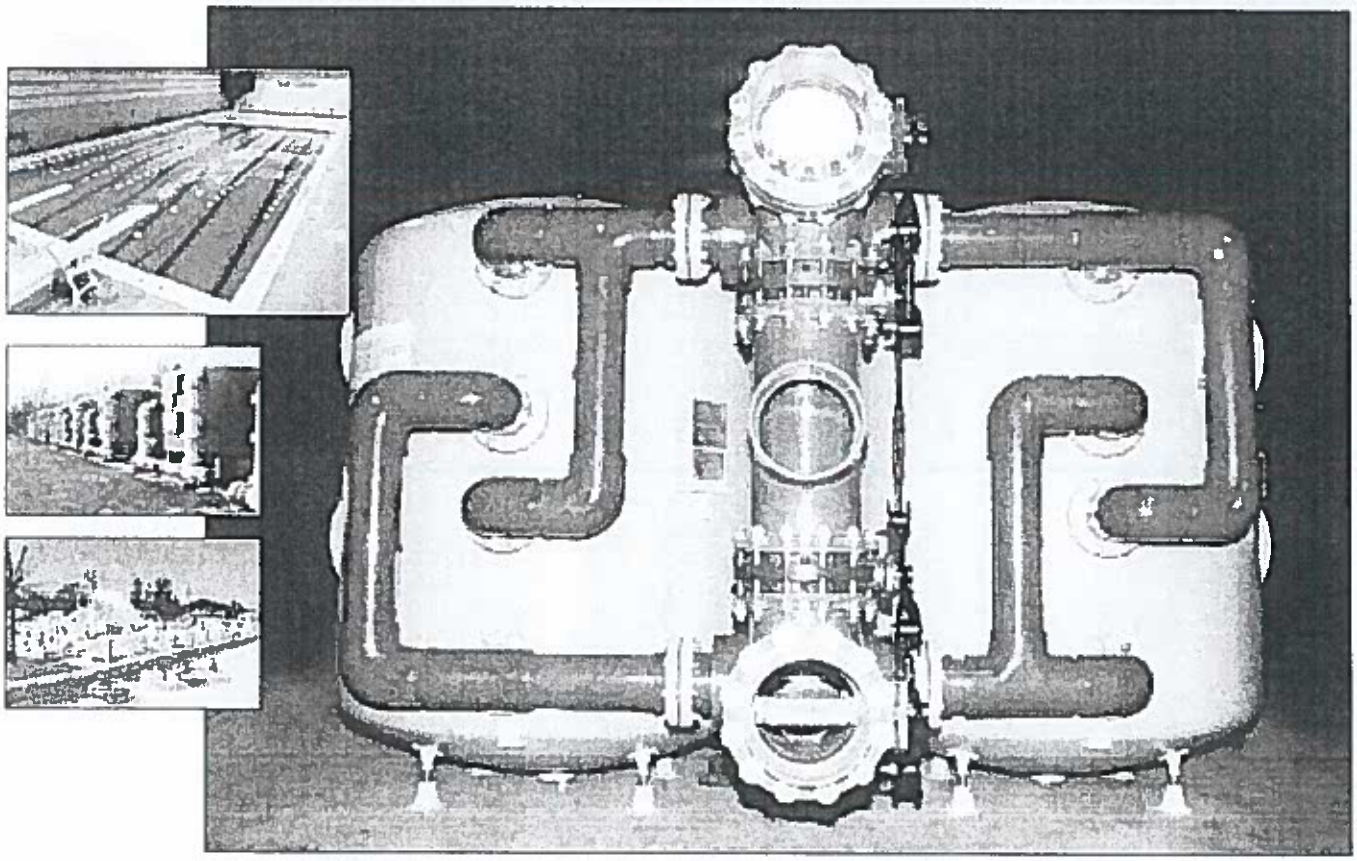
2-4

WHITTEN

An Aquatic Development Group Company
Quality Pool Products for Over 30 Years

ADG EQUIPMENT SYSTEMS

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.

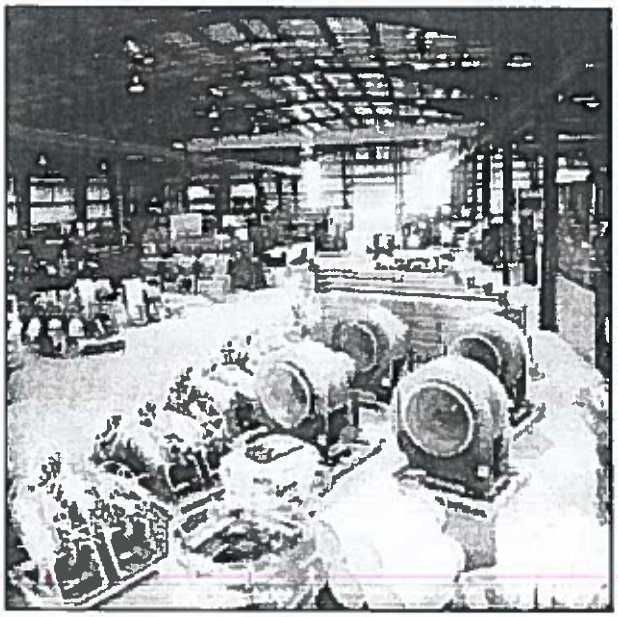
Whitten filter tanks are lined with Unisol 2000 PVC baked coatings to provide a 15 year warranty. Optional linings include epoxy rubber membrane Unisol 2000 R or Hypalon for ozone applications. All linings are NSF approved for installation in Whitten Multi-Cell filters.

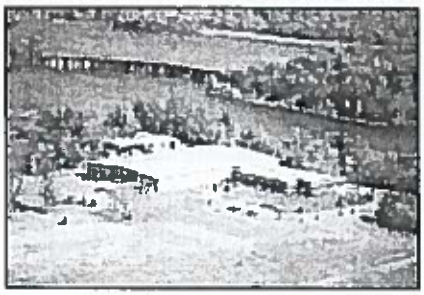
2-4

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

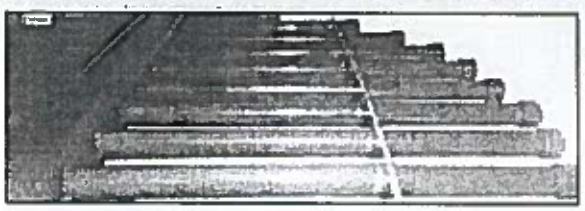
For a complete catalog of ADG Equipment Systems call 800-458-9283.

Pressure Filtr

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	280.80	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	39.25	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	141.76	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	28.86	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"

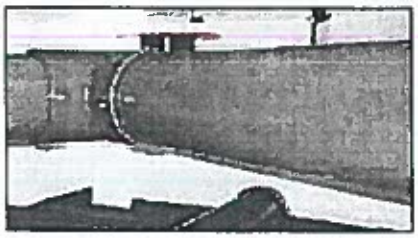


Laterals

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.

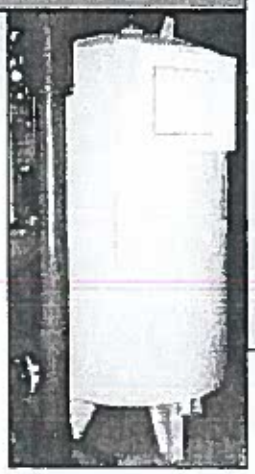


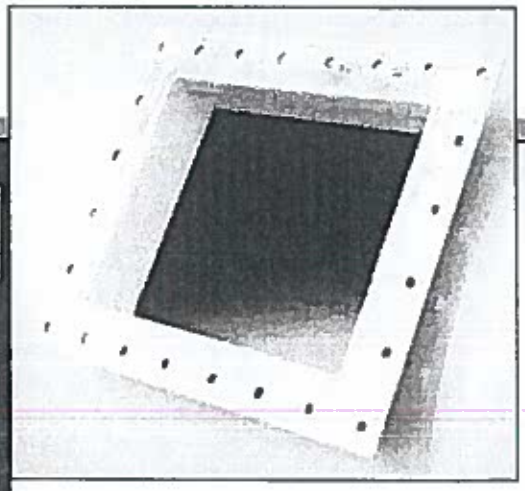
ation Systems

DUAL TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE GPM/SQ FT					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ FT	3 GPM FILTER RATE	5 GPM FILTER RATE	7.5 GPM FILTER RATE	15 GPM FILTER RATE	20 GPM FILTER RATE	INFLUENT EFFLUENT	BACK WASH
2U 2C 36	14.04	42.12	70.20	105.30	210.60	280.80	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	56.51	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	283.52	868.56	1417.60	2126.40	4252.80	5652.74	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	213.10	318.16	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	565.66	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	089.40	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	1908.60	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.

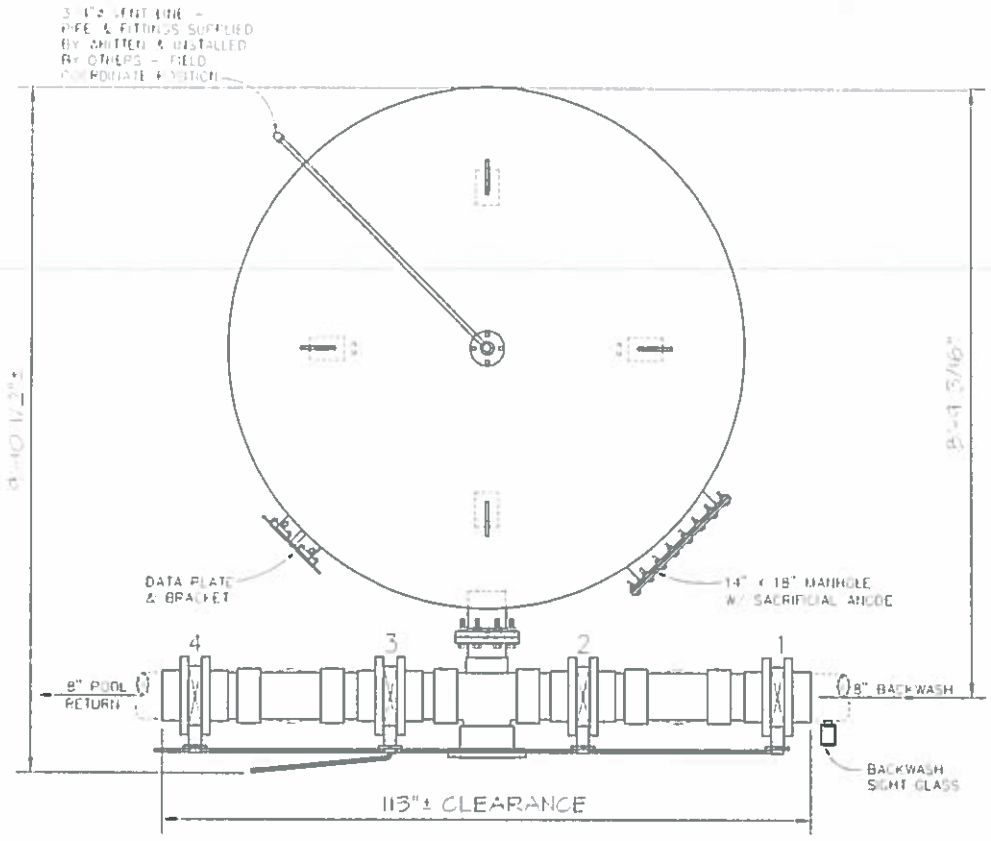




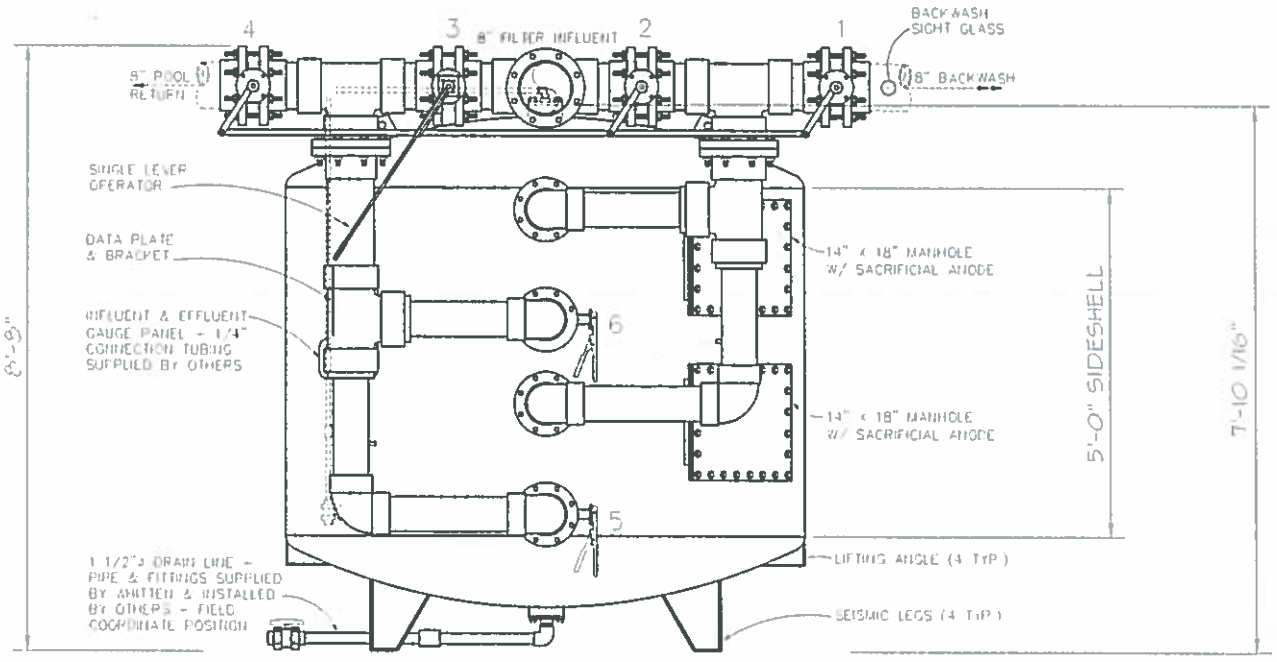
Access Hatch

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.

2-4



PLAN VIEW



ELEVATION

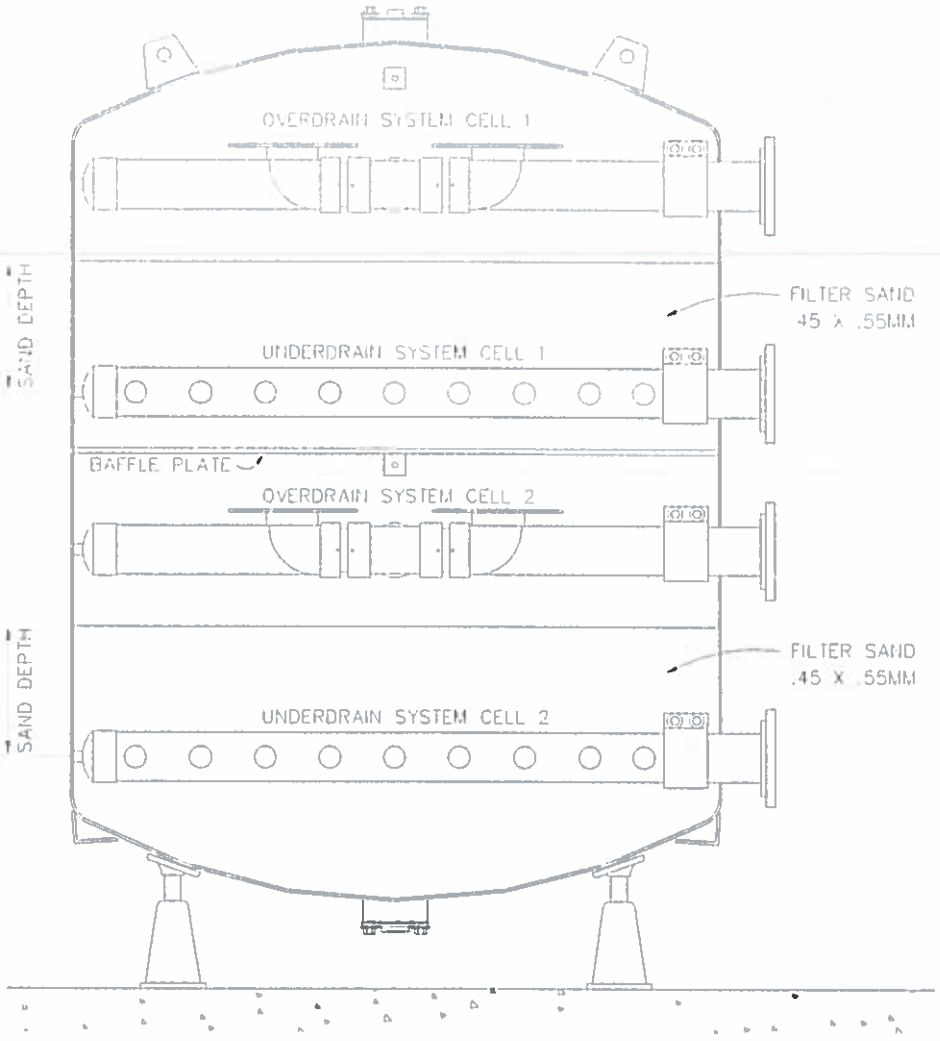
1U-2C-90 MULTI-CELL FILTER

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



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: 7/07/07

FILE NO:

HITTEN 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

3-1

RECEIVED
2020 AUG -7 AM 11:4[illegible]

August 6, 2020

Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint ***Phillip Buso*** *to the position of* ***Veterans' Agent/Veterans' Burial Agent*** *and I certify*
43 Williamsville Road, Hubbardston, 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: August 6, 2021

Worcester, ss., _____

Then personally appeared the above named **Philip Buso** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Veterans' Agent / Veterans' Burial Agent** *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 _____

3-2

RECEIVED
2020 AUG -7 AM 11:41
CLERK'S OFFICE
GARDNER, MA

August 6, 2020

Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint ***Phillip Buso*** *to the position of* ***Veterans' Graves Officer*** *and I certify*
43 Williamsville Road, Hubbardston, 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: August 6, 2021

Worcester, ss., _____

Then personally appeared the above named **Philip Buso** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Veterans' Graves 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 _____

3-3

RECEIVED
2020 AUG -7 AM 11:47
CITY CLERK'S OFFICE
GARDNER, MA

August 6, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

I appoint ***Christopher Coughlin*** *to the position of* ***City Engineer,*** *and I certify*
71 Harris Street, Holden, 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: August 6, 2023

Worcester, ss., _____

Then personally appeared the above named **Christopher Coughlin** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **City Engineer** *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 _____

3-4

RECEIVED
2020 AUG -7 AM 11:42
CITY CLERK'S OFFICE
GARDNER, MA

August 6, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

I appoint ***Shaunesy Dame*** *to the position of* ***Alternate Inspector of Wires,*** *and I certify*
231 High Street, Winchendon, 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: August 6, 2021

Worcester, ss., _____

Then personally appeared the above named **Shaunesy Dame** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Alternate Inspector of Wires** *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 _____

3-5

RECEIVED
2020 AUG -7 AM 11:41
CITY CLERK
GARDNER, MA

August 6, 2020

Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint **Darrell Sweeney** *to the position of* **Inspector of Wires,** *and I certify*
613 South Road, Templeton, 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: August 6, 2023

Worcester, ss., _____

Then personally appeared the above named **Darrell Sweeney** *and made oath that he/she would faithfully and impartially perform the duties of the office of* **Inspector of Wires** *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 _____

3-6

RECEIVED
2020 AUG -7 AM 11:12
CITY CLERK'S OFFICE
GARDNER, MA

August 6, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

I appoint ***Alana Meserve*** *to the position of* ***Animal Control Officer,*** *and I certify*
78 Oak 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: August 6, 2021

*Worcester, ss.,*_____

Then personally appeared the above named **Alana Meserve** *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*_____

6-1 & 6-2

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 AUG 27 PM 4:27
CITY CLERK'S OFFICE
GARDNER, MA

August 27, 2020

The Honorable Elizabeth Kazinskas, President
And Gardner City Councilors
% Finance Committee
95 Pleasant St., Rm 121
Gardner, MA 01440

RE: Items 6-1: ***A Measure Authorizing An Eight Amendment To The April 9, 1968 Lease Between The City And Henry Heywood Memorial Hospital*** **and 6-2:** ***A Measure Authorizing An Easement Relocation Agreement Between The City Of Gardner And Massachusetts Electric Company*****.**

Dear President Kazinskas and Councilors,

At the July 29th, 2020 meeting of the Finance Committee, I informed the Councilors that I would provide you with an update regarding the items listed as items 6-1 and 6-2 on the Finance Committee agenda.

My office received notice from Attorney Deborah Phillips (our outside counsel working on the matter) on Wednesday, August 19th, 2020 that National Grid has decided that they will not require subordination from Heywood Hospital. In order to facilitate the conclusion of this matter, the above referenced action is required by the City Council.

Heywood Healthcare has agreed to reimburse the city for any associated recording costs. Given the above information, it is my opinion and that of Attorney Philips that this issue be resolved by adopting the measures and I respectfully request that the City Council vote in favor of them.

Thank you for your attention to these matters.

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

6-1 & 6-2

Rachel Stephano (Mayor's Office)

From: Debbie Phillips <dphillips@NPOlegal.com>
Sent: Wednesday, August 26, 2020 10:39 AM
To: Mayor
Cc: Rachel Stephano (Mayor's Office)
Subject: HHH/ National Grid
Attachments: Easement Relocation CDP and NS edits clean (003) w_exhibits 7_20_20 (003).docx; 2670-Base-EASE 3-15-19 (003).pdf; Eighth Amendment to Lease - CDP Final.docx

CAUTION: This email originated from a sender outside of the City of Gardner mail system. Do not click on links or open attachments unless you verify the sender and know the content is safe.

Mayor,

Thanks for the conversation last week. To confirm where we are, here follows my understanding of the current status, and next steps.

National Grid has decided that it doesn't need subordination from the hospital if the 8the Amendment (adding the almost 1 acre of city land to their leasehold) is recorded first in time. Henry Heywood agreed to reimburse the city for costs up to the cap set forth in the attached copy of the "Relocation Agreement" between the city and Grid. You will confirm that agreement with Win Brown and the fact that we don't need a formal "waiver and indemnification" agreement to insure reimbursement. If you and he are content with a 'gentleman's agreement' on the reimbursement I'm fine with that. It's a fairly small sum – all things considered. The city will simply invoice the hospital and it will send a check.

In terms of an 'agenda' for closing out this whole deal, in accordance with my communications with Grid's attorney, Grid will take responsibility for recording all the documents. In order to accomplish that, Grid will need;

- The Easement Relocation Agreement signed by you and a check for $1,650.00;
- The original 8th Amendment between the HHH and the City, also signed.;
- Assuming the costs to this point don't exceed $1,650.00, Grid will also record the release of the old easement at the same time;
- If the costs exceed $1,650.00 -up to a cap of $2,500.00 - Grid will record the release when it receives an additional payment from the city if that becomes necessary.

To get to the point where Grid has all of the documents and a check in hand, we need the following approvals;

-Vote that the city through its mayor further amend the 1968 Lease (as set forth in the Eighth Amendment to Lease)

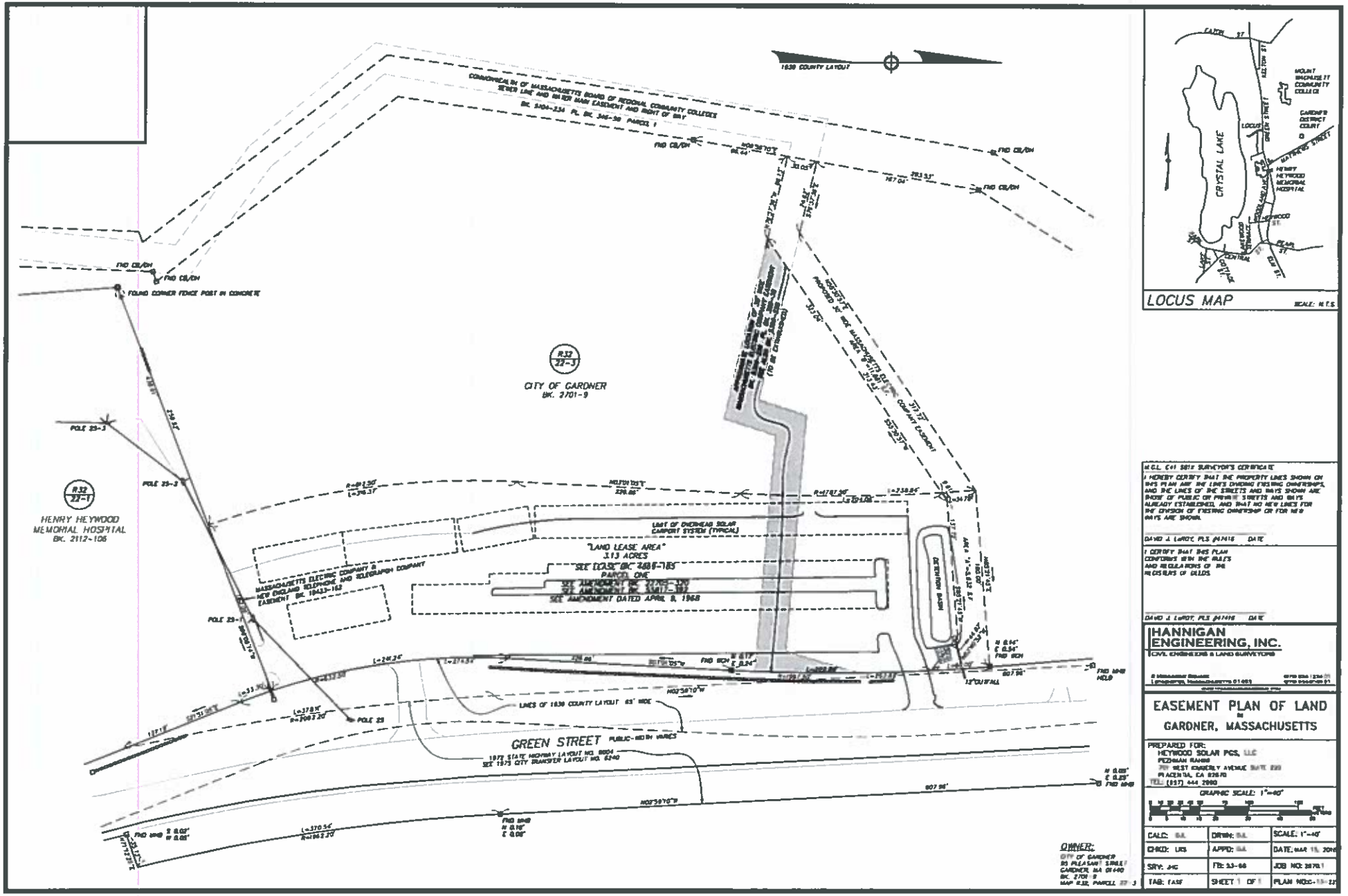
-Vote that the city through its mayor grant the relocation of an easement to National Grid (as set forth in the Easement Relocation Agreement)

-Appropriate $2000.00 to cover the costs of the easement relocation and recording fees.

Grid will send a final for endorsement and remove Exhibit D – the subordination which is no longer needed- but attached is the final (clean) version as edited by me and Grid's attorney. As I mentioned, they cannot/will not remove the default provisions without an Act of Congress or dispensation from the Pope. It really doesn't apply anyway, because we will send a city check with the signed documents to Grid's counsel.

Please don't hesitate to let me know if you need anything else or have any questions. Thanks again.

Debbie



1830 COUNTY LAYOUT
COMMONWEALTH OF MASSACHUSETTS BOARD OF REGIONAL COMMUNITY COLLEGES
SEWER LINE AND WATER MAIN EASEMENT AND RIGHT OF WAY
BK. 5404-234 PL. BK. 346-58 PARCEL 1
FND CB/DH
FOUND CORNER FENCE POST IN CONCRETE
R32
22-3
CITY OF GARDNER
BK. 2701-9
R32
22-1
HENRY HEYWOOD
MEMORIAL HOSPITAL
BK. 2112-106
POLE 25-3
POLE 25-1
POLE 25
MASSACHUSETTS ELECTRIC COMPANY &
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
EASEMENT BK. 18433-162
LIMIT OF OVERHEAD SOLAR
CARPORT SYSTEM (TYPICAL)
"LAND LEASE AREA"
3.13 ACRES
SEE LEASE BK. 4888-185
PARCEL ONE
SEE AMENDMENT BK. 22705-320
SEE AMENDMENT BK. 33817-382
SEE AMENDMENT DATED APRIL 9, 1968
DETENTION BASIN
LINES OF 1830 COUNTY LAYOUT 65' WIDE
GREEN STREET PUBLIC-WIDTH VARIES
1972 STATE HIGHWAY LAYOUT NO. 8004
SEE 1973 CITY TRANSFER LAYOUT NO. 6240
FND MHB
FND WCH
12" OUTFALL
N 0.05'
E 0.25'
FND MHB
N 0.02'
E 0.02'
FND MHB
N 0.10'
E 0.08'
OWNER:
CITY OF GARDNER
95 PLEASANT STREET
GARDNER, MA 01440
BK. 2701-9
MAP R32, PARCEL 22-3
LOCUS MAP
SCALE: N.T.S.
CRYSTAL LAKE
LOCUS
GREEN STREET
MATTHEWS STREET
HEYWOOD ST.
PEARL ST.
CENTRAL
GARDNER DISTRICT COURT
HENRY HEYWOOD MEMORIAL HOSPITAL
M.G.L. C41 §81X SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
DAVID J. LaROY, PLS #47416 DATE
I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.
DAVID J. LaROY, PLS #47416 DATE
HANNIGAN ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
EASEMENT PLAN OF LAND
IN
GARDNER, MASSACHUSETTS
PREPARED FOR:
HEYWOOD SOLAR PGS, LLC
PEZHMAN RAHIM
701 WEST KIMBERLY AVENUE SUITE 220
PLACENTIA, CA 92670
TEL: (857) 444 2990
GRAPHIC SCALE: 1"=40'
CALC: G.L.
DRWN: G.L.
SCALE: 1"=40'
CHKD: LKS
APPD: G.L.
DATE: MAR 15, 2016
SRV: JHG
FB: 53-66
JOB NO: 2870.1
TAB: EASF
SHEET 1 OF 1
PLAN NO: C-13-22

6-1 & 6-2

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");

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 Subordination Documents and 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 any Subordination Documents 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.

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 releases, consents, and/or subordinations of any sublessees, assignees, mortgagees or any other party whose interest in the Property has priority over MEC's interest in the New Easement (collectively, the "Subordination Documents") generally in the form attached hereto as Exhibit D and made a part hereof, which Subordination Documents shall be obtained by the City at its sole cost and expense and shall be satisfactory to MEC in its sole but reasonable discretion; (e) receipt by MEC of all votes and authority documents ("Authority Documents") evidencing the City's and, with respect to the Subordination Documents, other such entities authority to enter into, and be bound by, all of the agreements referenced or described herein, which Authority Documents shall be obtained at the City's sole cost and expense and shall be satisfactory to MEC in its sole but reasonable discretion; and (f) 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 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.

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.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, under seal, on the day and year first written above.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Title:
Name:

CITY OF GARDNER

By: _____
Name: Michael J. Nicholson
Title: Mayor

LIST OF EXHIBITS

EXHIBIT A – New Easement

EXHIBIT B – Easement Relocation Plan

EXHIBIT C – Partial Release of Easement

EXHIBIT D – Subordination Agreement Form

EXHIBIT A

[See Attached]

Upon Recording, please return to:
Megan Tipper, Esq.
National Grid
40 Sylvan Road
Waltham, MA 02451

Property address: Off Green Street, Gardner, MA

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 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized representative(s) as of the _____ day of _____, 2020.

THE CITY OF GARDNER

By_____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____ 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ for _____.

Before me,

_____
(type or print name) Notary Public
My commission expires:

EXHIBIT A

Legal Description

EXHIBIT B

Easement Relocation Plan
(see attached)

EXHIBIT C

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.

IN WITNESS WHEREOF, MEC has caused this Partial Release of Easement to be duly executed by its duly authorized officer(s), under seal, this _____ day of _____, 2020.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, as Authorized Representative for Massachusetts Electric Company, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Authorized Representative for Massachusetts Electric Company.

(AFFIX SEAL)

_____
My Commission Expires_____

EXHIBIT D

SUBORDINATION AGREEMENT

WHEREAS, _____, whose address is _____, is the Mortgagee and Agent for the benefit of the Lenders as named and defined in a Mortgage and Security Agreement and Financing Statement from _____ dated _____ and recorded with the Worcester District Registry of Deeds in Book _____, Page _____, concerning certain land located in Gardner, Worcester County, Massachusetts (the "Mortgage"); and

WHEREAS, _____ did grant an easement in, through, under, over, across and upon portions of the land subject to the above referred to mortgage to MASSACHUSETTS ELECTRIC COMPANY by a Grant of Easement dated _____, 2020, recorded herewith in said Registry of Deeds in Book _____, Page _____ (the "Easement"); and

NOW THEREFORE, for consideration paid, the receipt whereof is hereby acknowledged, _____, for itself, its successors and assigns, hereby agrees with Massachusetts Electric Company, its successors and assigns, that _____ will hold said Mortgage subject to said Easement and that in the event of foreclosure of said Mortgage, the purchaser or purchasers at the foreclosure sale and their successors in title, shall receive and hold said premises subject to the terms of said Easement, in like manner, as though said Easement had been granted prior to the date on which said Mortgage was given.

[Signature Page Follows]

EXECUTED as a sealed instrument this _____ day of_____, 2020.

_____

_____
By:
Its:

_____
By:
Its:

COMMONWEALTH OF MASSACHUSETTS

County of _____} ss.

On this the _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identity, which was/were _____ to be the person(s) whose name(s) is/are signed on the preceding Subordination Agreement, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as _____ and as _____, respectively, for _____.

_____
Signature of Notary Public

_____
Printed Name of Notary

My Commission Expires_____

Place Notary Seal and/or Any Stamp Above

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 Acting Mayor, as 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").

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;

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:

1. 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 comer 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.

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.

See Vote of the City Council attached hereto as Exhibit A.

EXECUTED in Gardner, Massachusetts as a sealed instrument the date first above written.

CITY OF GARDNER

_____

By: Michael J. Nicholson, Mayor

HENRY HEYWOOD MEMORIAL HOSPITAL

_____ _____

By: Winfield S. Brown, CEO/President

Robert Crosby, CFO
As auth. (See Book 58824, Page 305)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss _____, 2019

Then personally appeared the above named, James M. Walsh, Esq., Acting Mayor, duly authorized and declared that he executed the foregoing instrument as the free act and deed of the City of Gardner, before me,

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss _____, 2019

Then personally appeared the above named, Winfield S. Brown, President of Henry Haywood Memorial Hospital, duly authorized and declared that he executed the foregoing instrument as the free act and deed of the City of Gardner, before me,

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss _____, 2019

Then personally appeared the above named, Robert Crosby, CFO, duly authorized and declared that he executed the foregoing instrument as the free act and deed of the City of Gardner, before me,

_____
Notary Public
My Commission Expires: