City of Gardner, Massachusetts
Office of the City Council

RECEIVED
2020 SEP -3 PM 4:42
CITY CLERK'S OFFICE
GARDNER, MA

CALENDAR FOR THE MEETING
of
TUESDAY, SEPTEMBER 8, 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 August 3, 2020 Regular Meeting.

VII. PUBLIC HEARINGS

VIII. COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

10317–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 *(Finance Committee).*

10318–A Measure Confirming the Mayor's Appointment of Phillip Buso to the position of Veterans' Graves Officer for term expiring 8/6/2021 *(Finance Committee).*

10319–A Measure Confirming the Mayor's Appointment of Christopher Coughlin to the position of City Engineer for term expiring 8/6/2023 *(Finance Committee).*

10320–A Measure Confirming the Mayor's Appointment of Shaunesy Dame to the position of Alternate Inspector of Wires for term expiring 8/6/2021 *(Finance Committee).*

10321–A Measure Confirming the Mayor's Appointment of Darrell Sweeney to the position of Inspector of Wires for term expiring 8/6/2023 *(Finance Committee).*

VIII. COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

10322–A Measure Confirming the Mayor's Appointment of Alana Meserve to the position of Animal Control Officer for term expiring 8/6/2021 *(Finance Committee).*

ORDERS

10323–An Order Appropriating $74,819.00 from Free Cash to Fire Department New Equipment and Protective FF Clothing *(Finance Committee).*

10324–An Order Appropriating $20,800.00 from Free Cash to Info/Technology Software Account *(Finance Committee).*

10325–An Order Appropriating $150,000.00 from Free Cash to Police Department Vehicles Account *(Finance Committee).*

10326–An Order Appropriating $75,000.00 from Free Cash to Pool Filtration System *(Finance Committee).*

ORDINANCES

10327–An Ordinance Relative to Stormwater and Erosion Control *(Public Service Committee).*

10328–An Ordinance Relative to Illicit Connections and Discharges to the Storm Drain System *(Public Service Committee).*

IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

10329–A Measure Authorizing an Eighth Amendment to the April 9, 1968 Lease Between the City and Henry Heywood Memorial Hospital *(Finance Committee).*

10330–A Measure Authorizing an Easement Relocation Agreement Between the City of Gardner and Massachusetts Electric Company *(Finance Committee).*

10331–A Communication from the Traffic Commission relative to Nutting Street Parking *(Public Safety Committee).*

10332–An Application by Brian's Bowlaway, Inc., 123 Main Street, for a Bowling Alley License *(Public Safety Committee).*

X. REPORTS OF STANDING COMMITTEES

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, 8/3/2020).*

X. REPORTS OF STANDING COMMITTEES

PUBLIC SAFETY COMMITTEE

10306 – An Application by House of Peace and Education, Inc., d/b/a HOPEful Boutique, for a License to Deal in Second Hand Articles at 29 Pleasant Street *(In City Council and Referred to Public Safety, 8/3/2020).*

COUNCIL AS COMMITTEE OF THE WHOLE

10310 – An Order to Raise and Appropriate $12,388,666.66 for the Various Departments for the Salary & Labor Budgets for Fiscal Year 2021 *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10311 – An Order to Raise and Appropriate $22,408,040.02 for the Various Departments for the Expense Budget for Fiscal Year 2021 *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10312 – An Order to Raise and Appropriate $24,892,938.23 for the School Department Budget for Fiscal Year 2021 *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10313 – An Order Appropriating $9,930,268.84 from Available Enterprise Funds – Receipts Reserved to FY2021 Sewer, Water, Golf, Landfill Closure, and Solid Waste Enterprise Funds *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10314 – An Order Appropriating $180,367.77 from Available Funds – Cable Commission Fees Reserved to the Fiscal Year 2021 Cable Commission Budget *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10315 – An Order Appropriating $80,765.72 from Available Funds – Parking Meter Receipts Reserved to Fiscal Year 2021 City Treasurer, Parking Meter Clerk Salary and Parking Meter Maintenance; DPW Parking Meter Maintenance; and, DPW Maintenance Crew Salary & Wages *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

10316 – An Order Authorizing Fiscal Year 2021 Departmental Revolving Funds *(In City Council and Referred to the Committee of the Whole, 8/24/2020).*

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).*

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.*

10317

RECEIVED
2020 AUG -7 AM 11:4
CITY 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' 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 _____

10318

RECEIVED
2020 AUG -7 AM 11:41
CITY 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 _____

16319

RECEIVED
2020 AUG -7 AM 11:41
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 _____

10320

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 _____

10321

RECEIVED
2020 AUG -7 AM 11:41
CITY CLERK'S OFFICE
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 _____

10322

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 ***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 _____

Ref: 10323-10326

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

RECEIVED
2020 AUG 28 PM 12:

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

Ref: 10323-10326

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	16621-55181	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

RECEIVED
2020 AUG 28 PM 12:11

10323

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

10323

City of Gardner, *Executive Department*

RECEIVED

2020 AUG 27 PM 4:26

CITY CLERK'S OFFICE
GARDNER, MA

Michael J. Nicholson, Mayor

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

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

10323

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

10324

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.

10324

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

10324

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

10325

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.

10325

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

10325

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

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.

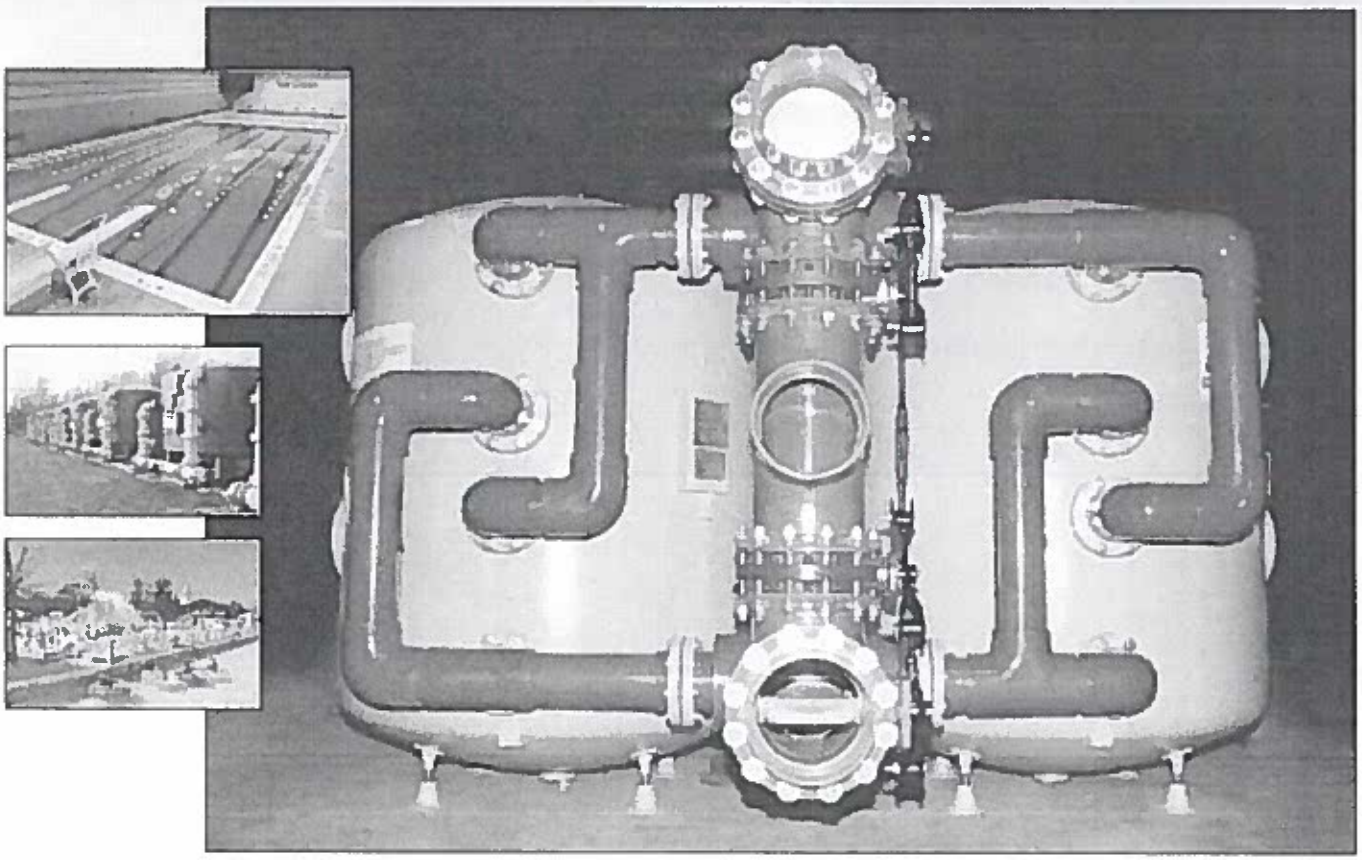
10326

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**

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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

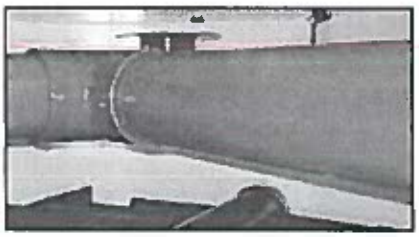
SINGLE TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK WASH
1U-1C-36	7.07	21.21	35.35	53.03	106.05	141.40	3"	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.



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ation Systems

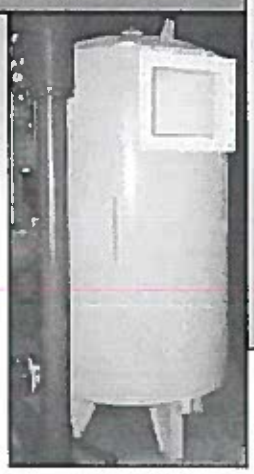
DUAL TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT.					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK-WASH
2U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00	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"

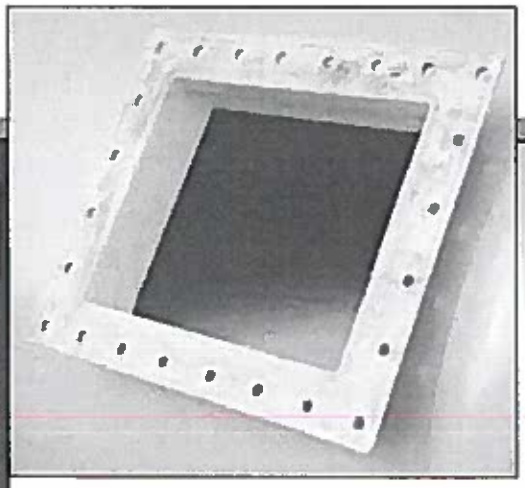
Face Piping

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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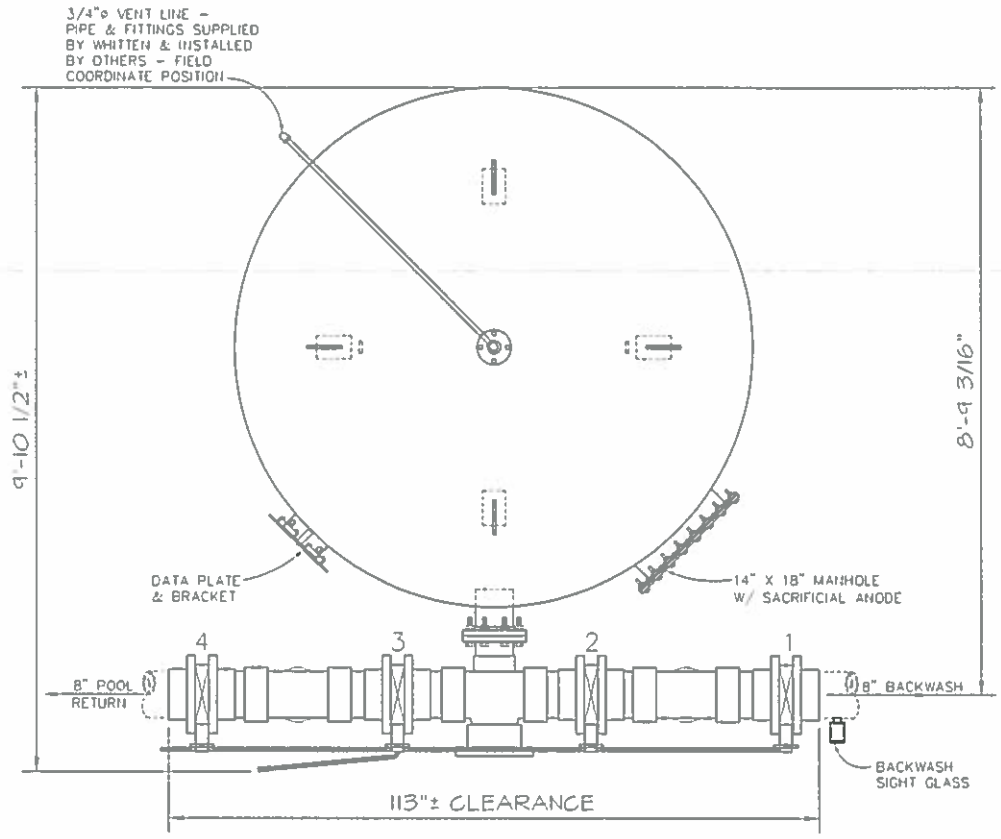
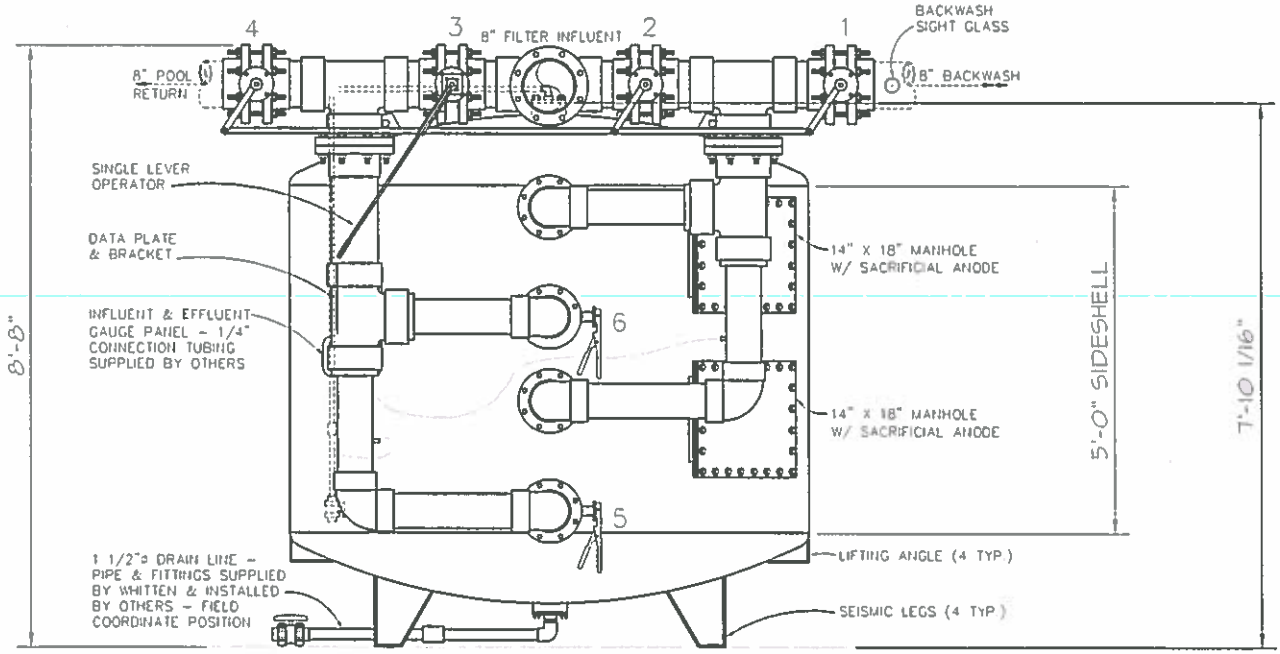


PLAN VIEW



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
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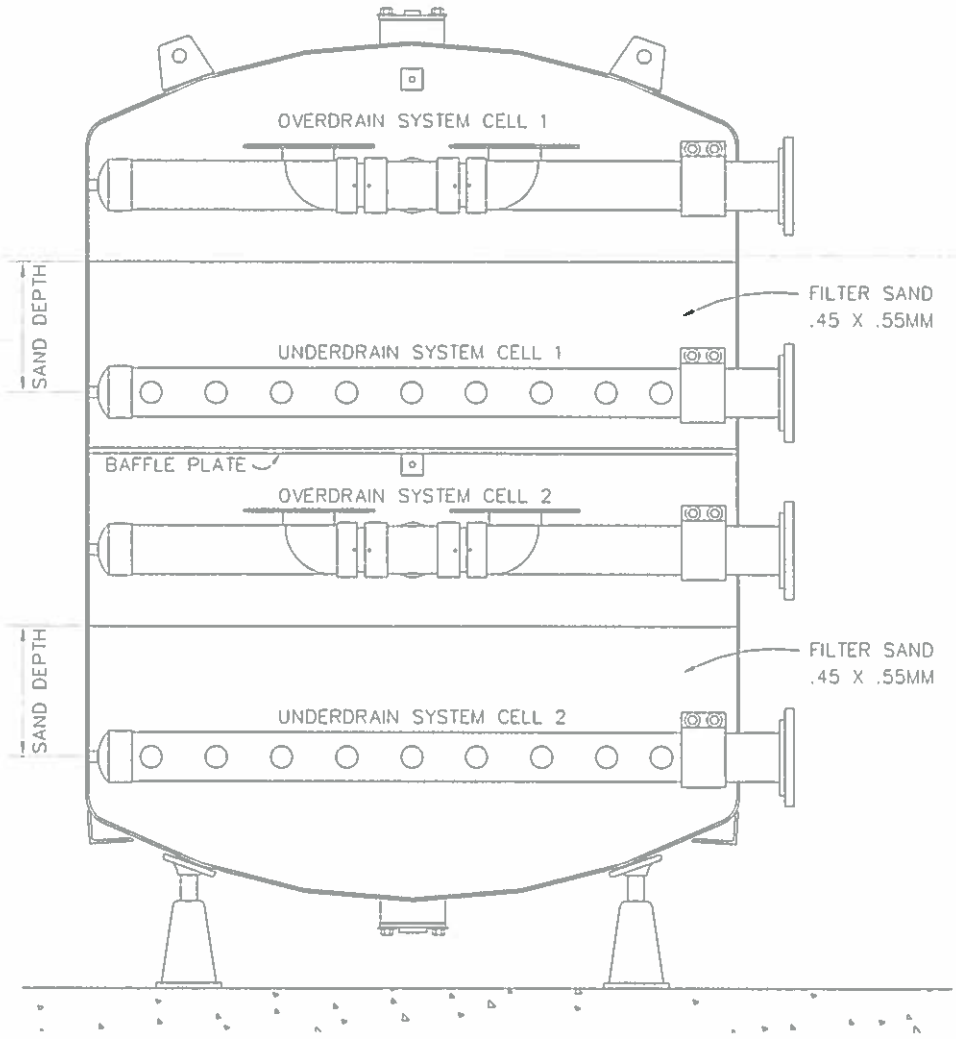

FILTER SIZE	# of 100 lb. Bags .44mm X .55mm	FILTER SIZE	# of 100 lb. Bags .44mm X .55mm
1U-2C-36	20	1U-2C-84	110
1U-2C-42	36	1U-2C-90	146
1U-2C-48	42	1U-2C-96	160
1U-2C-54	45	1U-2C-102	210
1U-2C-60	65	1U-2C-108	235
1U-2C-66	84	1U-2C-114	255
1U-2C-72	92	1U-2C-120	276
1U-2C-78	110		

2 CELL (1U-2C) MEDIA DEPTH CHART

DATE: 7/17/07

FILE NO:

WHITTEN PRODUCTS
DIVISION of HYDROTECH SYSTEMS Ltd.

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One Aquatic Center
Cohoes, NY 12047
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10327-10328

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 AUG 20 PM 2:28
CITY CLERK'S OFFICE
GARDNER, MA

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.

(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.

DRAFT

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.

This ordinance shall take effect on XXXXXXXXXX

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10327-10328

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 AUG 20 PM 2:28
CITY CLERK'S OFFICE
GARDNER, MA

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

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.

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(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

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.

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10329-10330

NICKLESS, PHILLIPS AND O'CONNOR

ATTORNEYS AT LAW
625 MAIN STREET
FITCHBURG, MASSACHUSETTS 01420

DAVID M. NICKLESS
C. DEBORAH PHILLIPS
JAMES L. O'CONNOR, JR.

Telephone: (978) 342-4590
Facsimile: (978) 343-6383

September 3, 2020

Gardner City Council
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Re: City of Gardner and Heywood Memorial Hospital

Dear Councilors:

Enclosed please find:

- Eighth Amendment to Lease
- Easement Relocation Agreement (with exhibits).

At the request of Mayor Hawke, in 2019 I prepared a complete history of the Lease arrangement between the City and Heywood Memorial Hospital (the Hospital). At that time, the Mayor wanted to know; 1) if the Hospital is occupying City-owned land not covered by the current iteration of the Lease and if so, 2) how it may be remedied.

After an extensive review, I advised the Mayor that, in my opinion, the Hospital is currently occupying land which is not included in the Lease. The situation is complicated by two facts. The Hospital's solar parking facility was constructed on a portion of the City's property not subject to the Lease, and it also stands on part of an easement the City previously granted to Massachusetts Electric Company (now National Grid).

The situation may be remedied by a series of agreements by and between the parties. First, the City and the Hospital may amend the Lease as set forth in the enclosed Eighth Amendment to Lease. Second, National Grid may relocate its easement. In fact, National Grid has agreed to relocate its easement and developed the enclosed package of documents to reflect this relocation.

Since the Easement Relocation Agreement is between the City and the utility, and is being done as an accommodation to resolve the matter with the least amount of expense to all concerned, it requires the City to pay the utility's relocation costs. These are estimated to be $1,650 and are capped at $2,500. The Hospital has agreed to reimburse the City for this expense. On behalf of the City, I reviewed and approve the enclosed Eight Amendment to Lease and the Easement Relocation Agreement.

At this time, in my opinion, the Council may vote to further amend the 1968 Lease between the City and the Hospital as set forth in the enclosed Eighth Amendment to Lease, and vote to grant National Grid the easement as set forth in the enclosed Easement Relocation Agreement. Following the endorsement and recording of these documents, National Grid will endorse and record a release of the earlier easement, upon which the Hospital's parking structure stands.

For further background, you will find a complete history of the Lease arrangement between the City and the Hospital commencing in 1968 in my letter of September 17, 2019, addressed to Mayor Hawke. A short summary of that history may be found in my letter of January 28, 2020 addressed to the Finance Committee.

I want to thank the City Clerk, the Planning Department and the City's Engineer for the excellent assistance and cooperation lent to me while I worked on this project. As always, it is a pleasure and a privilege to serve the City. If you have any further questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,

C. Deborah Phillips/ST

C. Deborah Phillips

Enclosures

10329

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").

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 _____, 2020

Then personally appeared the above named, Michael J. Nicholson, 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 _____, 2020

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 _____, 2020

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:

10329

Alan Agnelli

From: Mayor
Sent: Wednesday, September 2, 2020 2:31 PM
To: Alan Agnelli
Cc: Debbie Phillips
Subject: FW: Follow-up on April 1968 lease amendment

Councilors,

Attached, please find an email from President Brown of Heywood Hospital confirming that Heywood would reimburse the City up to $2,600.00 for all costs associated with the items on the Council Agenda.

Best,

Mike Nicholson

Michael J Nicholson
Mayor, City of Gardner
95 Pleasant Street, Room 125
Gardner, MA 01440
(O) 978-630-1490

From: Brown, Win <win.brown@heywood.org>
Sent: Wednesday, September 2, 2020 2:20 PM
To: Rachel Stephano (Mayor's Office) <Mayor_Secretary@gardner-ma.gov>
Cc: Michael Abbatiello <mike.abbatiello@heywood.org>
Subject: Follow-up on April 1968 lease amendment

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.
Mike, this email confirms our conversation today that Heywood Hospital will cover up to $2,600.00 in any fees incurred related to the April 1968 lease between the hospital and the City of Gardner and the relocation of the Easement.

Best regards,

Win Brwon

--
Winfield S. Brown MHA, MSB, FACHE
President & Chief Executive Officer

Office: 978-630-6225
Fax: 978-630-6596

10329-10330

NICKLESS, PHILLIPS AND O'CONNOR

ATTORNEYS AT LAW
625 MAIN STREET
FITCHBURG, MASSACHUSETTS 01420

DAVID M. NICKLESS
C. DEBORAH PHILLIPS
JAMES L. O'CONNOR, JR.

Telephone: (978) 342-4590
Facsimile: (978) 343-6383

September 3, 2020

Gardner City Council
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Re: City of Gardner and Heywood Memorial Hospital

Dear Councilors:

Enclosed please find:

- Eighth Amendment to Lease
- Easement Relocation Agreement (with exhibits).

At the request of Mayor Hawke, in 2019 I prepared a complete history of the Lease arrangement between the City and Heywood Memorial Hospital (the Hospital). At that time, the Mayor wanted to know; 1) if the Hospital is occupying City-owned land not covered by the current iteration of the Lease and if so, 2) how it may be remedied.

After an extensive review, I advised the Mayor that, in my opinion, the Hospital is currently occupying land which is not included in the Lease. The situation is complicated by two facts. The Hospital's solar parking facility was constructed on a portion of the City's property not subject to the Lease, and it also stands on part of an easement the City previously granted to Massachusetts Electric Company (now National Grid).

The situation may be remedied by a series of agreements by and between the parties. First, the City and the Hospital may amend the Lease as set forth in the enclosed Eighth Amendment to Lease. Second, National Grid may relocate its easement. In fact, National Grid has agreed to relocate its easement and developed the enclosed package of documents to reflect this relocation.

Since the Easement Relocation Agreement is between the City and the utility, and is being done as an accommodation to resolve the matter with the least amount of expense to all concerned, it requires the City to pay the utility's relocation costs. These are estimated to be $1,650 and are capped at $2,500. The Hospital has agreed to reimburse the City for this expense. On behalf of the City, I reviewed and approve the enclosed Eight Amendment to Lease and the Easement Relocation Agreement.

At this time, in my opinion, the Council may vote to further amend the 1968 Lease between the City and the Hospital as set forth in the enclosed Eighth Amendment to Lease, and vote to grant National Grid the easement as set forth in the enclosed Easement Relocation Agreement. Following the endorsement and recording of these documents, National Grid will endorse and record a release of the earlier easement, upon which the Hospital's parking structure stands.

For further background, you will find a complete history of the Lease arrangement between the City and the Hospital commencing in 1968 in my letter of September 17, 2019, addressed to Mayor Hawke. A short summary of that history may be found in my letter of January 28, 2020 addressed to the Finance Committee.

I want to thank the City Clerk, the Planning Department and the City's Engineer for the excellent assistance and cooperation lent to me while I worked on this project. As always, it is a pleasure and a privilege to serve the City. If you have any further questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,

C. Deborah Phillips/ST

C. Deborah Phillips

Enclosures

LIST OF EXHIBITS

EXHIBIT A – New Easement

EXHIBIT B – Easement Relocation Plan

EXHIBIT C – Partial Release of Easement

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 B

Easement Relocation Plan
(see attached)

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 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.

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 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.

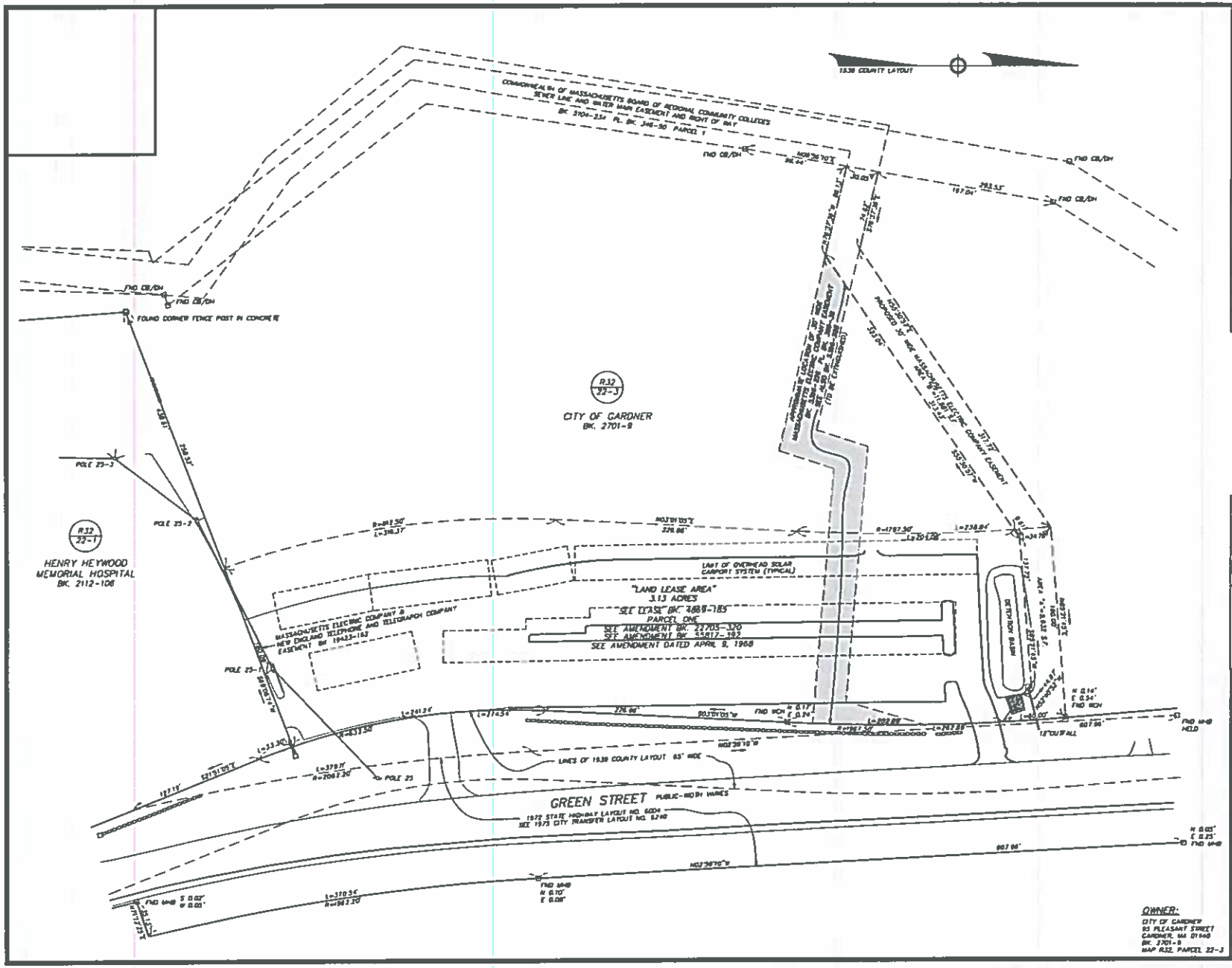
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, under seal, on the day and year first written above.

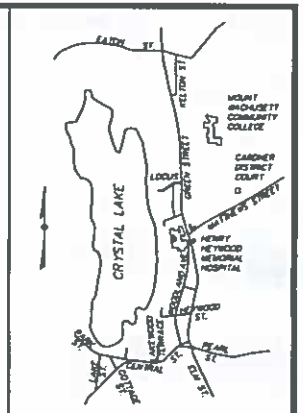
MASSACHUSETTS ELECTRIC COMPANY

By: _____
Title:
Name:

CITY OF GARDNER

By: _____
Name:
Title:





LOCUS MAP

SCALE: N.T.S.

M.G.L. C41 S81X 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. LAPOY, PLS #47416 DATE

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

DAVID J. LAPOY, PLS #47416 DATE

HANNIGAN ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

EASEMENT PLAN OF LAND
IN
GARDNER, MASSACHUSETTS

PREPARED FOR:
HEYWOOD SOLAR PCS, LLC
PEDRAM RAHIM
701 WEST KIMBERLY AVENUE SUITE 220
PLACENTIA, CA 92870
TEL: (857) 444 2990

GRAPHIC SCALE: 1"=40'

CALC: D.J.	DRWN: D.J.	SCALE: 1"=40'
CHKD: LRS	APPD: D.J.	DATE: MAR 13, 2018
SRV: J-G	FB: 53-60	JOB NO: 28701
TAB: EASE	SHEET 1 OF 1	PLAN NO: C-13-22

OWNER:
CITY OF GARDNER
95 PLEASANT STREET
GARDNER, MA 01440
BK. 2701-9
MAP R32, PARCEL 22-3

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_____

6-10330

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

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.

10332

BOWLING ALLEY FEE - $30.00 FOR 1ST LANE + $15.00 FOR EACH ADDITIONAL LANE
BILLIARD TABLE FEE - $30.00 FOR 1ST TABLE + $15.00 FOR EACH ADDITIONAL TABLE

CITY OF GARDNER
MASSACHUSETTS 01440

95 PLEASANT STREET – ROOM 121
TELEPHONE (978) 630-4058
FACSIMILE (978) 630-2589

RECEIVED
RECEIVED
2020 AUG -6 AM 10: 01
CITY CLERK'S OFFICE
GARDNER, MA
DO NOT WRITE IN THIS BOX

APPLICATION FOR BILLIARD TABLE AND/OR BOWLING ALLEY LICENSE

APPLICANT INFORMATION

Applicant / Licensee Name: BRIAN FAVREAU

Applicant / Licensee Address: 336 West St Gardner

Applicant / Licensee phone number(s): 9788855773 Applicant / Licensee E-mail: _____

Social Security Number _____ **OR** FEIN 04-3031728

ESTABLISHMENT INFORMATION

Establishment Name: BRIAN'S BOWLAWAY INC.

Establishment address: 123 MAIN St Establishment Phone: 9786329710

On-Site manager / contact person: BRIAN FAVREAU

License(s) applied for? Bowling Alley No. of lanes? 14 No. of billiard tables? Ø

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

I HAVE RECEIVED AND READ THE PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 140, §177 AND §§ 201-205.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

_____ DATE SIGNED 8-3-20
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

NOTICE: THE FILING OF THIS APPLICATION CONFERS NO RIGHTS ON THE PART OF THE APPLICANT TO UNDERTAKE ANY ACTIVITIES UNTIL THE LICENSE HAS BEEN GRANTED. THE ISSUANCE OF A LICENSE UNDER THIS SECTION OR SECTIONS IS SUBJECT TO THE APPLICANT'S COMPLIANCE WITH ALL OTHER APPLICABLE FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES, BYLAWS, RULES OR REGULATIONS. THE LICENSING AUTHORITY RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION IT REASONABLY DEEMS APPROPRIATE FOR THE PURPOSE OF DETERMINING THE TERMS AND CONDITIONS OF THE LICENSE AND ITS DECISION TO ISSUE A LICENSE. THE PROVISIONS OF G.L. C.152 MAY REQUIRE THE FILING OF A WORKERS' COMPENSATION INSURANCE AFFIDAVIT WITH THIS APPLICATION. FAILURE TO FILE THE AFFIDAVIT, ALONG WITH ANY OTHER REQUIRED INFORMATION AND/OR DOCUMENTATION, SHALL BE SUFFICIENT CAUSE FOR THE DENIAL OF THE LICENSE APPLICATION.

RECEIVED
2020 AUG 18 AM 9:41
CITY CLERK'S OFFICE
GARDNER, MA

LICENSE APPLICATION PROCESSING FEE MUST BE SUBMITTED WITH THIS FORM. MAKE CHECK PAYABLE TO *CITY OF GARDNER*. MAIL APPLICATION FORM, WORKERS' COMPENSATION AFFIDAVIT AND CHECK TO: *CITY CLERK, 95 PLEASANT STREET, ROOM 121, GARDNER, MA 01440-2690.*

BILLIARD TABLE AND BOWLING ALLEY LICENSES EXPIRE ON APRIL 30TH ANNUALLY.

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)

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.

[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

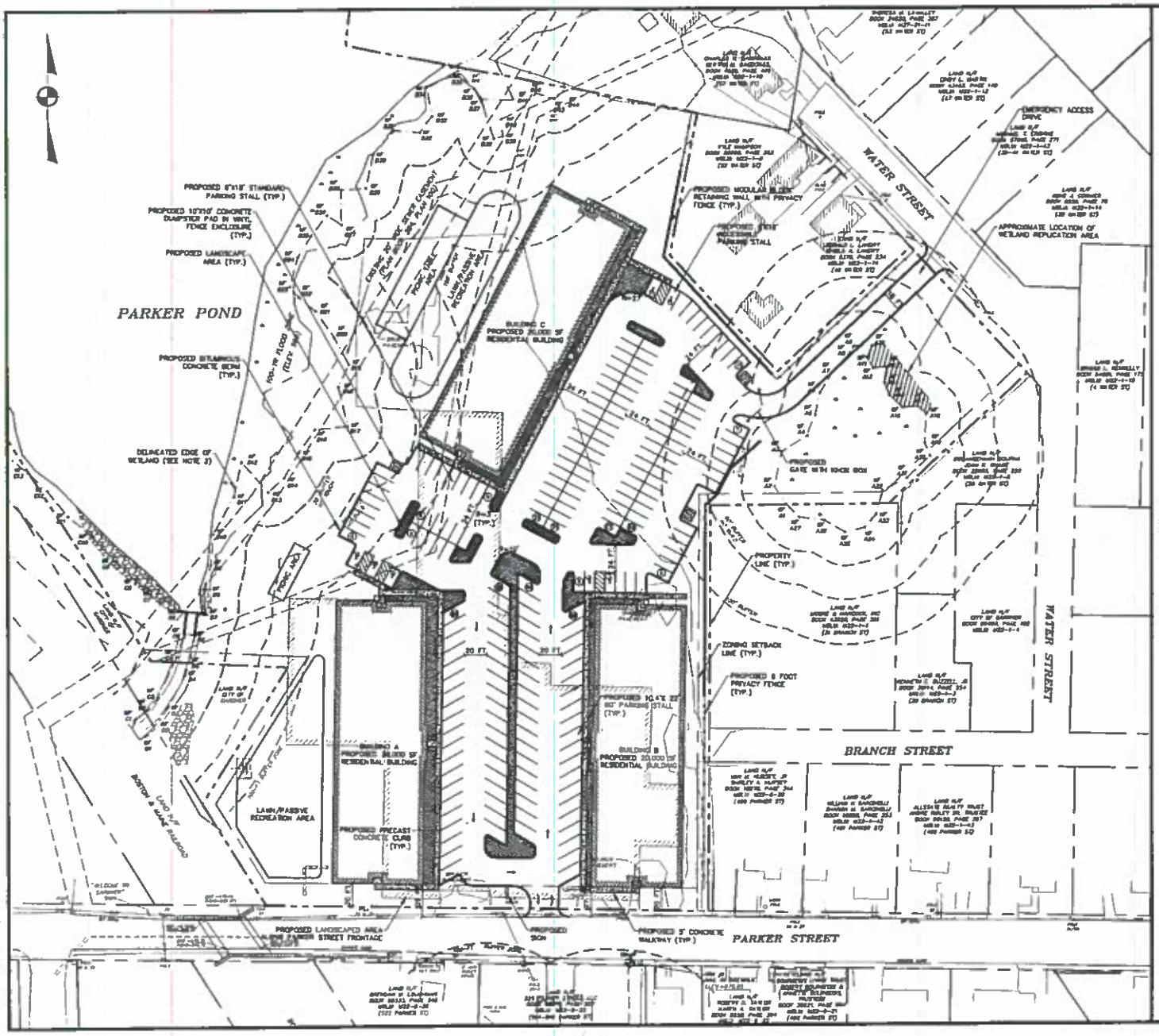
On this basis, the proposed development is anticipated to have no significant impact on area traffic operations.

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, 2018.
2. THE WETLANDS WERE DELINEATED BY ECOTEC, INC. ON OCTOBER 30, 2018. FLAGS WERE FIELD LOCATED BY HANNIGAN ENGINEERING, INC. IN NOVEMBER 2018.
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.	708,846 S.F.	Y
MAX. LOT COVERAGE:	85%	21.8%	Y**
FRONTAGE:	NONE	380.8 FT.	Y
MIN. SIDE YARD:	10 FT.	21 FT.	Y
MIN. FRONT YARD:	10 FT.	20 FT.	Y
MIN. REAR YARD:	20 FT.	981 FT.	Y
MAX. HEIGHT:	80 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 31.7%.

***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: 80 2 BEDROOM UNITS
RESIDENTIAL: 33 1 BEDROOM UNITS

PARKING REQUIRED:
RESIDENTIAL: 80 UNITS X 2 SP/UNIT= 160 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

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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

Drawn By: JJ Designed By: PJM Checked By:

McCarty Engineering, Inc.
Civil Engineers
42 Jungle Road, Leominster, MA 01453
phone(978) 534-1316 fax (978) 840-0987
www.mccartyeng.com

Project Name
Parker Estates
Parker Street
Gardner, MA

Sheet Title
Proposed Development Plan

Job No. 223
File Name: 223F-CP002
Date: July 13, 2020
Scale: 1"=40'

Sheet No.
1

10365

10306

COLLECTOR LICENSE APPLICATION FEE - $30.00
DEALER LICENSE APPLICATION FEE - $100.00

CITY OF GARDNER
MASSACHUSETTS 01440

95 PLEASANT STREET – ROOM 121
TELEPHONE (978) 630-4058
FACSIMILE (978) 630-2589

RECEIVED
2020 JUL 23 AM 9:15
CITY CLERK'S OFFICE
GARDNER, MA
DO NOT WRITE IN THIS BOX

APPLICATION FOR LICENSE TO COLLECT OR DEAL IN SECOND HAND ARTICLES

☐ New ☒ Renewal ☐ Change of Location

APPLICANT INFORMATION

Applicant / Licensee Name: Jessica McKinnon/ House of Peace & Education

Applicant / Licensee Address: 29 Pleasant St Gardner

Applicant / Licensee phone number(s): 978.630.4752 ext 2

Applicant / Licensee E-mail: jmckinnon@hopegardner.org

Social Security number: _____ **OR** Business FID number 04-3300490

ESTABLISHMENT INFORMATION

Establishment Name: Hopeful Boutique

Establishment address (Current): 29 Pleasant St Gardner MA 01440

Establishment address (New, if applicable): _____

Establishment Phone: 978.630.4752

On-Site manager / contact person: Jessica McKinnon

For which type of license(s) are you applying? Buy and sell Second Hand Articles

Check all that apply to this Application:

☐ **SECONDHAND COLLECTOR** has the same meaning as the term "junk collector" in MGL c.140, § 56.

☒ **SECONDHAND DEALER** has the same meaning as the term "junk dealer" and "keeper of a shop for the purchase, sale or barter of junk, old metals or secondhand articles" in MGL c. 140, § 54.

What types of articles will be purchased, stored, and/or sold? Women's business attire

Where at the licensed address will the articles be stored, displayed, etc? displayed in designated retail area on the first floor

Massachusetts Sales & Use Tax Registration number: SLS-11528068-005
(Attach a copy of your Massachusetts Sales & Use Tax Registration Certificate)

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

I HAVE RECEIVED AND READ THE PROVISIONS OF MASSACHUSETTS GENERAL LAW CHAPTER 140, §§54-56, §§202-205 AND CHAPTER 450 OF THE CODE OF THE CITY OF GARDNER GOVERNING JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES:

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Jessica McKinnon _____ *DATE SIGNED* 7/16/20

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

NOTICE: THE FILING OF THIS APPLICATION CONFERS NO RIGHTS ON THE PART OF THE APPLICANT TO UNDERTAKE ANY ACTIVITIES UNTIL THE LICENSE HAS BEEN GRANTED. THE ISSUANCE OF A LICENSE UNDER THIS SECTION OR SECTIONS IS SUBJECT TO THE APPLICANT'S COMPLIANCE WITH ALL OTHER APPLICABLE FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES, BYLAWS, RULES OR REGULATIONS. THE LICENSING AUTHORITY RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION IT REASONABLY DEEMS APPROPRIATE FOR THE PURPOSE OF DETERMINING THE TERMS AND CONDITIONS OF THE LICENSE AND ITS DECISION TO ISSUE A LICENSE. THE PROVISIONS OF G.L. C.152 MAY REQUIRE THE FILING OF A WORKERS' COMPENSATION INSURANCE AFFIDAVIT WITH THIS APPLICATION. FAILURE TO FILE THE AFFIDAVIT, ALONG WITH ANY OTHER REQUIRED INFORMATION AND/OR DOCUMENTATION, SHALL BE SUFFICIENT CAUSE FOR THE DENIAL OF THE LICENSE APPLICATION.

LICENSE APPLICATION PROCESSING FEE MUST BE SUBMITTED WITH THIS FORM. MAKE CHECK PAYABLE TO *CITY OF GARDNER*. MAIL COMPLETED APPLICATION FORMSAND THE WORKERS' COMPENSATION AFFIDAVIT AND CHECK TO: *CITY CLERK, 95 PLEASANT STREET, ROOM 121, GARDNER, MA 01440-2690.*

JUNK DEALERS AND DEALERS IN SECOND HAND ARTICLES LICENSES EXPIRE ON APRIL 30TH ANNUALLY.

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021.

ORDERED:

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2020 to June 30, 2021 sums as designated for the expenditures of the various departments, Salary and Labor budgets, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWELVE MILLION, THREE HUNDRED EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED SIXTY-SIX DOLLARS 66/100 CENTS ($12,388,666.66)

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE EXPENSE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021.

ORDERED:

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2020 to June 30, 2021 sums as designated for the expenditures of the various departments, other than what was presented to City Council in the Salary and Labor budget, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-TWO MILLION, FOUR HUNDRED EIGHT THOUSAND, FOURTY DOLLARS 02/100 CENTS ($22,408,040.02)

10312

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE SCHOOL DEPARTMENT BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021.

ORDERED:

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2020 to June 30, 2021 sums as designated for the expenditures of the School Department according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-FOUR MILLION, EIGHT HUNDRED NINETY-TWO THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS 23/100 CENTS ($24,892,938.23)

10313

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE ENTERPRISE FUNDS-VARIOUS RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021

ORDERED:

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2020 to June 30, 2021 the sum of NINE MILLION, NINE HUNDRED THIRTY THOUSAND, TWO HUNDRED SIXY-EIGHT DOLLARS 84/100 CENTS ($9,930,268.84) from Available Enterprise Funds-Receipts Reserved to the following accounts:

Sewer Dept	Enterprise Fund	$3,479,977.96
Water Dept	Enterprise Fund	3,668,096.86
Golf Course	Enterprise Fund	824,667.80
Landfill Closure	Enterprise Fund	75,800.00
Solid Waste	Enterprise Fund	1,881,726.22

Any unused funds will revert back to the original Enterprise Fund at year end.

10314

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-CABLE COMMISSION FEES RESERVED TO CABLE COMMISSION BUDGET FOR THE FICAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021

ORDERED:

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2020 to June 30, 2021 the sum of ONE HUNDRED EIGHTY THOUSAND, THREE HUNDRED SIXY-SEVEN DOLLARS ($180,367.77) from Available Funds-Cable Commission Fees Reserved to the Cable Commission budget. **Any unused funds will revert back to the Cable Commission Fees Reserved Fund at year end.**

10315

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-PARKING METER RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FICAL YEAR BEGINNING JULY 1, 2020 TO JUNE 30, 2021

ORDERED:

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2020 to June 30, 2021 the sum of EIGHTY THOUSAND, SEVEN HUNDRED SIXTY-FIVE DOLLARS 72/100 CENTS ($80,765.72) from Available Funds-Parking Meter Receipts Reserved to the following accounts:

City Treasurer	Parking Meter Clerk Salary	$ 14,265.72
City Treasurer	Parking Meter Maintenance	25,000.00
Police	Parking Meter Patrol	21,500.00
Public Works	Parking Meter Maintenance	20,000.00

Any unused funds will revert back to the Parking Meter Receipts Reserved Fund at year end.

/0316

AUTHORIZING FY2020 REVOLVING FUNDS
M.G.L. CH.44, S.53E½

ORDER: To authorize and direct the City Treasurer to establish the following revolving funds for the fiscal year beginning July 1, 2020 to June 30, 2021 in accordance with M.G.L. Chapter 44, section 53E½:

Revolving Fund	Authorized to Expend	Revenue Source	Purpose of Fund	Spending Limit
Airport Fuel	Airport Commission	Sale of airplane fuel	Purchase of fuel, airport programs, and improvements	Available balance or $20,000, whichever is less
Community Development Projects	Community Development/ Planning	Historic Housing Rehab Income	Salaries and expenses relating to Community Development Activities	Available balance or $20,000, whichever is less
Wetland Protection	Conservation Commission	Local wetland filing fees	Costs associated with wetland protection activities	Available balance or $20,000, whichever is less
Council on Aging Recreational Activities	Council on Aging Director	Recreation Fees	Salaries and expenses relating to recreational activities at Senior Center	Available balance or $20,000, whichever is less
Gardner's Summer Celebration	Mayor	Collections and donations	Costs associated with Gardner's Summer Celebration	Available balance or $20,000, whichever is less
Planning Board Publications	Planning Board	Sale of Planning Board publications	Preparation and production of Planning Board publications	Available balance or $3,000, whichever is less
Road Resurfacing	Public Works Director	Fees charged for cutting into newly paved roads	Costs associated with road resurfacing and road maintenance	Available balance or $20,000, whichever is less
High School Summer Football Camp	School Department	Camp fees and donations	Salaries and expenses for the High School Summer Football Camp	Available balance or $20,000, whichever is less
Summer Basketball Camp	School Department	Camp fees and donations	Salaries and expenses for the Summer Basketball Camp	Available balance or $12,000, whichever is less
Transportation	School Department	Bus passes and fees for transportation	Salaries and expenses relating to school transportation	Available balance or $20,000, whichever is less

As per M.G.L., interest earned on these funds shall be treated as general fund revenue.

The person or persons authorized to expend from each fund shall report annually to the Mayor and City Council the total amount of receipts and expenditures for the prior fiscal year and for the current fiscal year through December 31st, along with any other information that City Council may by vote require.

In the event any fund is not reauthorized for the following fiscal year or the city changes the purpose of the revolving fund, the balance in the fund shall revert to surplus revenue, unless City Council and the Mayor vote to transfer the funds to another revolving fund established in accordance with M.G.L. Chapter 44, section 53E½.