PRESIDENT
Elizabeth J. Kazinskas

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

WARD 1 COUNCILLOR
James M. Walsh, Esq.

WARD 2 COUNCILLOR
Elizabeth J. Kazinskas

WARD 3 COUNCILLOR
Nathan R. Boudreau

WARD 4 COUNCILLOR
Karen G. Hardern

WARD 5 COUNCILLOR
Alek Dernalowicz, Esq.

CITY OF GARDNER
MASSACHUSETTS 01440-2630

OFFICE OF THE
CITY COUNCIL

RECEIVED
2020 SEP 14 AM 11: 12
CITY CLERK'S OFFICE
GARDNER, MA

September 14, 2020

FINANCE COMMITTEE MEETING NOTICE

Date: Wednesday, September 16, 2020
Time: 12:00 P.M.
Location: Remotely via Zoom/Broadcast on Gardner YouTube Channel

ANNOUNCEMENT - Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All Documents referenced or used during the meeting must be submitted in duplicate to the Chair, pursuant to the Open Meeting and Public Records Law. All documents shall become part of the official record of the meeting.

SCHEDULE OF BUSINESS
(Agenda attached)

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

NOTICE: The listing of Agenda items are those reasonably anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

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

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

CITY OF GARDNER, MASSACHUSETTS
CITY COUNCIL FINANCE COMMITTEE MEETING
Wednesday – September 16, 2020 – 12:00 PM
Remotely via Zoom

AGENDA

CALL TO ORDER

ANNOUNCEMENT OF OPEN MEETING RECORDINGS

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

1-1 Review and Approval of Minutes of the July 29, 2020 and the September 2, 2020 Meetings.

2-1 #10326, An Order Appropriating $75,000.00 from Free Cash to Pool Filtration System *(In City Council and Referred to Finance, 9/8/2020).*

2-2 An Order Authorizing the City to Borrow $1,000,000.00 for DPW/Water Department Capital Projects.

6-1 #10329, A Measure Authorizing an Eighth Amendment to the April 9, 1968 Lease Between the City and Henry Heywood Memorial Hospital *(Ref: Council Calendar No. 10119) (In City Council and Referred to Finance, 9/8/2020).*

6-2 #10330, A Measure Authorizing an Easement Relocation Agreement Between the City of Gardner and Massachusetts Electric Company *(Ref: Finance Committee Agenda Item No. 6-1) (In City Council and Referred to Finance, 9/8/2020).*

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

ADJOURNMENT

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

CITY OF GARDNER, MASSACHUSETTS
CITY COUNCIL FINANCE COMMITTEE
MINUTES OF MEETING OF JULY 29, 2020

The Finance Committee meeting was called to order remotely by Council President Elizabeth Kazinskas at 12:00 p.m. Finance Committee Members Councillors Ronald Cormier and James Walsh were also present via Zoom.

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

Also participating remotely were Mayor Michael Nicholson; City Auditor John Richard; City Solicitor John Flick; Atty. Ethan Kolodny; School Director of Facilities Wayne Anderson; and, City Clerk Alan Agnelli.

1-1 Reading and Approval of Minutes of Prior Meeting.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to approve the Minutes of the June 10, 2020 and the June 24, 2020 Meetings, as printed.

2-1 An Order Authorizing an FY2021 Continuing Appropriation Budget.

The Mayor informed the Committee that he is proposing a 1/12th Budget for August as he is in the process of preparing the FY2021 Budget for the Council's consideration by September. He added that he spoke with Director Handy at the Division of Local Services and received the Director's approval for the Council to act after August 1 since the Budget was filed with the Council in July.

On questioning, City Auditor John Richard explained that the August Continuing Appropriation Budget is greater than July since Insurances and the Retirement Assessment have certain obligations.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend to the City Council that the following Order ought to pass:

ORDER: THAT PURSUANT TO M. G. L. CHAPTER 44, SECTION 32, THE CITY OF GARDNER HEREBY APPROVES THE AUGUST, 2020 CONTINUING APPROPRIATION BUDGET AS FOLLOWS:

GENERAL FUND	$2,440,750
SCHOOL FUND	$2,061,263
SEWER ENTERPRISE FUND	$ 296,382
WATER ENTERPRISE FUND	$ 299,076
GOLF ENTERPRISE FUND	$ 69,210

UNACCEPTED/UNCORRECTED PROOF

LANDFILL CLOSURE ENT. FUND	$	4,903
SOLID WASTE ENTERPRISE FUND	$	140,531

3-1 **A Measure Confirming the Mayor's Appointment of Alexa Morgan to the position of Police Officer, Permanent.**

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Alexa Morgan to the position of Police Officer, Permanent.

Councillor Walsh noted that Officer Morgan was appointed to a temporary position on July 2 and has served since. He added that the Chief cited her qualifications in his recent report to the Public Safety Committee.

3-2 **A Measure Confirming the Mayor's Appointment of Duncan Burns to the position of Member, Conservation Commission, for term expiring July 20, 2023 *(Reappointment).***

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Duncan Burns to the position of Member, Conservation Commission, for term expiring July 20, 2023.

Councillor Walsh noted that there was an issue with the terms of members of the Conservation Commission as all had expired and the Mayor then sought an opinion from the Law Department. He said that all are to be staggered terms and that the Mayor expects the expired appointees to be filed with the Council in September.

3-3 **A Measure Confirming the Mayor's Appointment of Atty. Ethan Kolodny to the position of Assistant City Solicitor for term expiring January 3, 2021.**

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Atty. Ethan Kolodny to the position of Assistant City Solicitor for term expiring January 3, 2021.

Councillor Walsh acknowledged Atty. Kolodny's resume and qualifications and noted the quality of his research and writing skills within the writing sample that he requested of Atty. Kolodny.

3-4 **A Measure Confirming the Mayor's Appointment of Marcelle S. Cormier, Member, Board of Registrars of Voters, for term expiring April 1, 2021.**

On a motion by Councillor James Walsh and seconded by President Elizabeth Kazinskas, on call of the roll, it was voted two (2) yeas, President Kazinskas and Councillor Walsh; one (1) recused, Councillor Ronald Cormier, to recommend that the City Council confirm the Mayor's Appointment of Marcelle S. Cormier, Member, Board of Registrars of Voters, for term expiring April 1, 2021.

UNACCEPTED/UNCORRECTED PROOF

3-5 **A Measure Confirming the Mayor's Appointment of Mario A. Guay, Member, Board of Registrars of Voters, for term expiring April 1, 2022 *(Reappointment).***

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Mario A. Guay, Member, Board of Registrars of Voters, for term expiring April 1, 2022.

3-6 **A Measure Confirming the Mayor's Appointment of Patricia C. Darby, Member, Board of Registrars of Voters, for term expiring April 1, 2023 *(Reappointment).***

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Patricia C. Darby, Member, Board of Registrars of Voters, for term expiring April 1, 2023.

3-7 **A Measure Confirming the Mayor's Appointments of Election Officers for 2020 -2021.**

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointments of Election Officers for 2020-2021, attached hereto.

5-1 **An Order Relative to the September 1, 2020 State Primary and Review and Acceptance of National Guard Armory Poll Siting Impact Report.**

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council adopt the following Measures:

CITY OF GARDNER
STATE PRIMARY ORDER
SEPTEMBER 1, 2020

That meetings of the citizens of this City qualified to vote in the State Primaries shall be held on TUESDAY, THE FIRST DAY OF SEPTEMBER, 2020, FROM 7:00 A.M. TO 8:00 P.M. for the purpose of casting their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS…….……...FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS……..…..THIRD DISTRICT
COUNCILLOR……..……SEVENTH DISTRICT
SENATOR IN GENERAL COURT……..…..WORCESTER & MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT…..…….SECOND WORCESTER DISTRICT
REGISTER OF PROBATE…..…….……..……WORCESTER DISTRICT

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

WARD 1, PRECINCT A – Elk's Home, 31 Park Street
WARD 1, PRECINCT B – Elk's Home, 31 Park Street
WARD 2, PRECINCT A – Levi Heywood Memorial Library, 55 West Lynde Street
WARD 2, PRECINCT B – Levi Heywood Memorial Library, 55 West Lynde Street

UNCORRECTED/UNCORRECTED PROOF

WARD 3, PRECINCT A – Acadien Social Club, 193 Parker Street
WARD 3, PRECINCT B – Acadien Social Club, 193 Parker Street
WARD 4, PRECINCT A – Police Headquarters, 200 Main Street
WARD 4, PRECINCT B – Police Headquarters, 200 Main Street
WARD 5, PRECINCT A – National Guard Armory, 323 West Broadway
WARD 5, PRECINCT B – National Guard Armory, 323 West Broadway

ACCEPTANCE OF NATIONAL GUARD ARMORY
POLL SITE IMPACT REPORT

VOTE: To accept the National Guard Armory Poll Site Impact Report, in accordance with Section 11 of Chapter 115 of the Acts of 2020.

*****

NATIONAL GUARD ARMORY POLL SITE IMPACT REPORT
As required by Section 11 of Chapter 115 of the Acts of 2020

Purpose
Due to the recent sale of the Knights of Columbus Hall and its unavailability for continued use as a polling facility, a review of available publicly-accessible facilities within the boundaries of Ward 5 was undertaken.

Review
A comprehensive review of publicly-accessible facilities in Ward 5 identified the National Guard Armory, located at 323 West Broadway (Route 2A), as the only site that, with temporary modifications, meets the criteria for accessibility, public convenience, public health (i.e. COVID-19), spaciousness, affordability, and long-term use potential. The City utilized the Armory as the Ward 5 polling site from the early 1970's through the mid 1980's.

Survey
A survey conducted for accessibility for the National Guard Armory found that the installation of a portable 8' ramp with handrails at the main entrance, coupled with the proper siting of three temporary Accessible parking signs, would achieve compliance. The Main entrance doors, the interior doors leading to the Assembly Hall, and the paths of travel from the parking lot to the front entrance, are compliant.

Convenience and Safety
The Armory is a secure, State-owned and managed facility with a very large assembly hall for voting, providing for greater social distancing and ample room for voters to assemble before approaching the voting booths. Plentiful parking is available off-street in the large fenced-in parking lot and there is ample on-street parking, as well.

Impact
The location of the Armory would not have a disparate adverse impact on access to the polls on the basis of race, national origin, disability, income or age. The Armory is conveniently located near the crossroads of Route 68 (Timpany Boulevard) and Route 2A (West Broadway), is approximately 6/10 of a mile from the former Knights of Columbus Hall, and along both MART Bus Routes (1 & 2).

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

The Committee postponed action since the Mayor reported that Attorney Phillips is awaiting information from National Grid.

UNACCEPTED/UNCORRECTED PROOF

6-2 **A Measure Authorizing an Easement Relocation Agreement Between the City of Gardner and Massachusetts Electric Company** ***(Ref: Finance Committee Agenda No. 6-1).***
The Committee postponed action as no new information has been received from Attorney Phillips.

6-3 **A Measure Authorizing a Grant of Easement to Massachusetts Electric Company for an "OVERHEAD SYSTEM" and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" at 200 Catherine Street (Gardner High School).**
City Solicitor John Flick informed the Committee that he received some corrections that Wayne Anderson forwarded to National Grid.

Mr. Anderson said that National Grid plans to improve service to the High School, as well as extending poles along Blanchard Street.

Attorney Flick questioned National Grid about abandonment of poles and about an Easement Release.

The Committee continued the matter until the next meeting.

GRANT OF EASEMENT

CITY OF GARDNER, a municipal corporation having a mailing address of 95 Pleasant Street, Gardner, Massachusetts 01440, (hereinafter referred to as the Grantor), for consideration of One ($1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles and one (1) anchor, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Gardner, Worcester South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated off the easterly

UNACCEPTED/UNCORRECTED PROOF

side of Blanchard Street, being more particularly shown as "PARCEL 2" shown on a Plan of Land recorded with the Worcester South County Registry of Deeds in Plan Book 399, Plan 67.

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

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

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

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

UNAUDITED/UNCORRECTED PROOF

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

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

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

ADJOURNMENT

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to adjourn at 12:37 p.m.

UNACCEPTED/UNCORRECTED PROOF

3-7

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11:13
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 1, Precinct A as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 1A

Warden	Norman	H.	Beauregard	147 Oak Street	Gardner
Clerk	Roland	D.	Mailloux, Jr.	20 Teaberry Lane	Gardner
Inspector	Doris		Buefort	238R West Street	Gardner
Inspector	Jacqueline	M.	Kraskouskas	222 Bickford Hill Road	Gardner
Inspector	Ellen	T.	Kudravetz	90 Cherry Street	Gardner
Inspector	Michael	L.	Kudravetz	90 Cherry Street	Gardner
Inspector	Erana	E.	Landry	298 Park Street	Gardner
Inspector	Glenice	M.	Rossignol	103 Highland Street	Gardner
Inspector	Ann	K.	Twohig	315 Union Street	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11:14
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 1, Precinct B as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 1B

Warden	Lynn	M.	Roux	203 Betty Spring Road	Gardner
Clerk	Joanne	B.	Rogers	82 Narrows Road	Westminster
Inspector	Gloria	C.	Bourgeois	47 Racette Avenue	Gardner
Inspector	Carolyn		Fournier	158 Ash Street	Gardner
Inspector	Carolyn	A.	LaBonte	169 Summer Street	Gardner
Inspector	Valerie	D.	Spar	20 Plymouth Street	Gardner
Inspector	Marjorie	J.	Whittemore	47 Lake Street, A606	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2020 JUL 22 AM 11: 14

CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 2, Precinct A as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 2A

Warden	Clifton	J.	Melatti	37 Rosewood Drive	Gardner
Clerk	Christoph	A.	Knoll	238 Greenwood Street	Gardner
Inspector	Alice	P.	Anderson	34 Chapman Park	Gardner
Inspector	Nancy	A.	Boucher	146 Holly Drive	Gardner
Inspector	Carol	A.	Cormier	47 Lake Street, A207	Gardner
Inspector	Robert	J.	Cormier	47 Lake Street, A207	Gardner
Inspector	Dianne	A.	Hunt	28 Osgood Street, #1	Gardner
Inspector	Donna	M.	Lehtinen	203 Green Street	Gardner
Inspector	Annette	M.	Melanson	178 Waterford Street	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM11:14
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 2, Precinct B as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 2B

Warden	Donald	J.	Cosentino	131 Lovewell Street	Gardner
Clerk	Nancy	M.	Girouard	110 Marquette Street	Gardner
Inspector	Val	J.	Cormier	166 Acadia Road	Gardner
Inspector	Aline		Cosentino	131 Lovewell Street	Gardner
Inspector	Patricia	A.	LeBlanc	66 Conant Street	Gardner
Inspector	Roger	R.	LeBlanc	66 Conant Street	Gardner
Inspector	Cathy	T.	Leger	134 Greenwood Place	Gardner
Inspector	Patricia	A.	Lewis	32 Water Wheel Circle	Templeton
Inspector	Marcia	J.	White	92 Ryan Street	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2020 JUL 22 AM 11: 14

CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 3, Precinct A as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 3A

Warden	Donald	R.	Girouard	52 Draper Road	Gardner
Clerk	Robert	J.	Swartz	53 Racette Avenue	Gardner
Inspector	Rachel	I.	Blais	25 Way Street	Gardner
Inspector	Anita	M.	Boudreau	8 Jackson Park	Gardner
Inspector	Barbara	M.	Cormier	116 Sand Street	Gardner
Inspector	Irene	V.	Hales	61 Waterford Street	Gardner
Inspector	Gloria	M.	Landry	458 Pearl Street	Gardner
Inspector	Toby	P.	LaRoche	83 Murray Road	Ashburnham
Inspector	Beth	A.	Leadbetter	100 Ross Street	Fitchburg
Inspector	Marcel		Martin	17 Bayberry Drive	Gardner
Inspector	Robert	L.	Owens	217 Riverside Road	Gardner
Inspector	Mark	A.	St. Laurent	153 Colony Road	Fitchburg

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11: 14
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 3, Precinct B as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 3B

Warden	Thomas	H.	Patterson	132 Pinewood Drive	Gardner
Clerk	Paulette	A.	Burns	5 Travers Street	Gardner
Inspector	Juliet	E.	Crowley	43 Glazier Street	Gardner
Inspector	Paul	T.	Crowley	43 Glazier Street	Gardner
Inspector	Gayle	M.	Jaillet	35 Wickman Drive	Gardner
Inspector	Odette	R.	Racette	44 Jean Street	Gardner
Inspector	Ernie	J.	Richard	50 Jean Street	Gardner
Inspector	Juliette	L.	Richard	50 Jean Street	Gardner
Inspector	Dorothy	M.	Ronn	145 Prospect Street	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2020 JUL 22 AM 11:14

CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 4, Precinct A as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 4A

Warden	Ronald	J.	Roy	51 Pinewood Drive	Gardner
Clerk	Dianne	M.	LeBlanc	209 Elm Street	Gardner
Inspector	Judith	A.	King	32 Jay Street	Gardner
Inspector	Donald	A.	LeBlanc	209 Elm Street	Gardner
Inspector	Dee	A.	McMaster	72 Pinewood Drive	Gardner
Inspector	Judith		Roy	51 Pinewood Drive	Gardner
Inspector	Michael	R.	Thibeault	441 Pleasant Street	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11: 14
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 4, Precinct B as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 4B

Warden	Marjorie	F.	Tetzloff	317 Pine Street	Gardner
Clerk	David	E.	Tetzloff	317 Pine Street	Gardner
Inspector	Ann		Chandler	133 Pleasant Street, #2	Gardner
Inspector	Susan		Greninger	194 Central Street, #315	Gardner
Inspector	Theresa	H.	Hillman	155 Champagne Road	Gardner
Inspector	Diane	R.	Jasiewicz	36 Robillard Street	Gardner
Inspector	Jacqueline	M.	LaPrade	322 Pine Street	Gardner
Inspector	Charlene	A.	Wilson	44 Olde Colonial Dr, U1	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11: 14
CITY CLERK'S OFFICE
GARDNER MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 5, Precinct A as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 5A

Warden	Stephen	E.	Cormier	365 Pearl Street	Gardner
Clerk	Patricia	L.	Cormier	365 Pearl Street	Gardner
Inspector	Sandra	J.	Barton	331 High Street	Gardner
Inspector	Carole	A.	Baublis	252 Union Street	Gardner
Inspector	Judith	T.	Collette	47 Kendall Street	Gardner
Inspector	Mary	L.	Glotch	47 Montvale Road	Gardner
Inspector	Paul	A.	Spano	33 Adams Street	Gardner
Inspector	Gloria	M.	O'Malley	80 Kendall Pond Rd West	Gardner

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

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 JUL 22 AM 11: 14
CITY CLERK'S OFFICE
GARDNER, MA

COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY

CITY OF GARDNER

I appoint the following to the position of Election Officers, Ward 5, Precinct B as designated, and I hereby certify that in my opinion they are persons specially fitted by education, training and experience to perform the duties of said office and that I make the appointments solely in the interest of the City.

Michael J. Nicholson, Mayor

Confirmed by City Council _____

for terms expiring August 31, 2021

Alan L. Agnelli, City Clerk

WARD 5B

Warden	Leonette	M.	Roy	49 Temple Street	Gardner
Clerk	Barbara	A.	Yablonski	195 Sherman Street	Gardner
Inspector	Trine		Aschim	141 Parker Hill Road	Gardner
Inspector	William		Edwards	4 Sunrise Lane	Gardner
Inspector	Melissa	A.	Paulhus	207 Peach Street	Barre
Inspector	Doris	H.	St. John	204 Willis Road	Gardner
Inspector	Marcia	A.	Stone	185 Bridge Street	Gardner
Inspector	Mary	Ann	Suchocki	154 Sand Street	Gardner
Inspector	Edward	S.	Yablonski	195 Sherman Street	Gardner

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

CITY OF GARDNER, MASSACHUSETTS
CITY COUNCIL FINANCE COMMITTEE
MINUTES OF MEETING OF SEPTEMBER 2, 2020

The Finance Committee meeting was called to order remotely by Council President Elizabeth Kazinskas at 12:00 p.m. Finance Committee Members Councillors Ronald Cormier and James Walsh were also present via Zoom.

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

Also participating remotely were Mayor Michael Nicholson; Police Chief Richard Braks; Fire Chief Richard Ares; Building Commissioner Roland Jean; Human Resources Director Debra Pond; Public Health Director Lauren Saunders; Attorney Deborah Phillips; City Auditor John Richard; School Director of Facilities Wayne Anderson; and, City Clerk Alan Agnelli.

1-1 Reading and Approval of Minutes of Prior Meeting.

No Minutes were presented for review and approval.

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

Mayor Nicholson informed the Committee that $24,819.00 of the Order represents the City's share of the Grant Award for SCBAs for 40 Firefighters and that the last time that SCBAs were purchased was in 2007. He noted that the Fire Department utilizes two different types of SCBAs. The Mayor added that the additional $50,000 will be used to purchase a second set of turnout gear for each Firefighter which would allow a change of gear between calls.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend to the City Council that the following Order ought to pass:

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

ORDER: 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

UNACCEPTED/UNCORRECTED PROOF

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

Mayor Nicholson informed the Committee that the amount was cut from the Department's FY2021 Budget Request and that the appropriation will be used to add the Board of Health's permitting to the Viewpoint Online Permitting Software Program.

On questioning by Councillor James Walsh, Building Commission Roland Jean informed the Committee that the Building Department has utilized the permitting software successfully and that it has reduced in-person visits to the office and improved access to documents by all inspectors. He added that the software does not allow for video inspections.

> AN ORDER APPROPRIATING FROM FREE CASH TO INFO/TECHNOLOGY SOFTWARE ACCOUNT.
>
> ORDER: That there be and is hereby appropriated the sum of Twenty Thousand Eight Hundred Dollars and No Cents ($20,800.00) from Free Cash to the Info/Technology Software Account.

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

Mayor Nicholson informed the Committee that the amount was cut from the Department's FY2021 Budget Request and that the appropriation will be used to purchase three fully-outfitted Police vehicles.

Police Chief Richard Braks informed the Committee that the Department annually replaces three vehicles – two marked and one unmarked in one cycles and three marked cruisers in the second year. He added that three new marked cruisers are slated to be replaced this year – 2010, 2015, and 2016 models. The current State Bid cost is $50,202 per marked unit, fully-equipped.

> AN ORDER APPROPRIATING FROM FREE CASH TO THE POLICE DEPARTMENT VEHICLES ACCOUNT.
>
> ORDER: That there be and is hereby appropriated the sum of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) from Free Cash to the Police Department Vehicles Account.

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

Mayor Nicholson informed the Committee that the appropriation will fund complete replacement of the Greenwood Pool's [outdoor] filtration system and that the goal is to install it after the Pool closes for the season. The Order includes the quote of $42,500.00 for the Filtration System and $32,500.00 for ancillary costs/prevailing wages. He noted that the present system is 30 years old.

UNACCEPTED/UNCORRECTED PROOF

Councillor Walsh questioned the timing of the installation and suggested that replacement could occur in the spring of 2021 when the City has a better handle on its finances. He added that no documentation was presented to the Committee that details the additional costs.

Debra Pond informed the Committee that she is working with the Purchasing Department to ascertain whether there is an approved contractor on the State Bid List. She added that the fall may be better to have the system replaced as opposed to the spring, as weather conditions in the spring may not be conducive.

The Mayor informed the Committee that he has no qualms about postponing action until the next Committee meeting when additional information may be available.

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council refer the following Order back to the Finance Committee for further study and report:

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

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

Mayor Nicholson acknowledged and expressed appreciation for Phil Buso's service to the City since March 30, 1992.

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Phillip Buso to the position of Veterans' Agent/Veterans' Burial Agent for term expiring 8/6/2021.

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

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Phillip Buso to the position of Veterans' Graves Officer for term expiring 8/6/2021.

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

On questioning by Councillor Walsh, Mr. Coughlin informed the Committee that he would like to be reappointed for another term.

UNACCEPTED/UNCORRECTED PROOF

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Christopher Coughlin to the position of City Engineer for term expiring 8/6/2023.

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

Building Commissioner Roland Jean informed the Committee that Shaunesy Dame fills-in for Darrell Sweeney when he is out and recommended his confirmation.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Shaunesy Dame to the position of Alternate Inspector of Wires for term expiring 8/6/2021.

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

Building Commissioner Roland Jean recommended Darrell Sweeney's confirmation.

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Darrell Sweeney to the position of Inspector of Wires for term expiring 8/6/2023.

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

Mayor Nicholson and Police Chief Braks enthusiastically recommended confirmation of Ms. Meserve's appointment.

On a motion by Councillor Ronald Cormier and seconded by Councillor James Walsh, on call of the roll, it was voted to recommend that the City Council confirm the Mayor's Appointment of Alana Meserve to the position of Animal Control Officer for term expiring 8/6/2021.

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

Attorney Deborah Phillips cited her correspondence to former Mayor Hawke concerning the history of the Lease Agreements with Heywood Hospital. In a nutshell, she said that when the Hospital installed solar panels in the parking lot, it was discovered that the portion of that land was not included in the Lease with the City and that it also encroached on the National Grid Easement. She said that the Easement Relocation Agreement was re-negotiated and that National Grid agreed to all but one condition (Ref: 6-2) and that Heywood Hospital agreed to reimburse the City up to $2,500.

UNACCEPTED/UNCORRECTED PROOF

Councillor Walsh noted that there is no written agreement with the Hospital that commits to reimbursing the City for the costs.

The Mayor informed the Committee that Winn Brown, President and CEO of Heywood Hospital, would provide the City with a letter of commitment.

Councillor Walsh recommended that Attorney Phillips provide the Council with a brief summary of the issue, particularly for new Councillors.

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council adopt the following Measure:

EIGHTH AMENDMENT TO LEASE

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

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);

UNACCEPTED/UNCORRECTED PROOF

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:

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

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

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

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

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

UNACCEPTED/UNCORRECTED PROOF

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.

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

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to recommend that the City Council adopt the **Easement Relocation Agreement Between the City of Gardner and Massachusetts Electric Company**, attached hereto.

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

Mr. Anderson said that he will review the City Solicitor's correspondence and respond later. He added that he would like to project completed before winter.

UNACCEPTED/UNCORRECTED PROOF

Councillor Walsh suggested that action be postponed until the next meeting. Mr. Anderson agreed to the suggestion.

The Committee continued the matter until the next meeting.

GRANT OF EASEMENT

CITY OF GARDNER, a municipal corporation having a mailing address of 95 Pleasant Street, Gardner, Massachusetts 01440, (hereinafter referred to as the Grantor), for consideration of One ($1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles and one (1) anchor, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Gardner, Worcester South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

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

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

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

UNACCEPTED/UNCORRECTED PROOF

copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

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

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

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

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

UNACCEPTED/UNCORRECTED PROOF

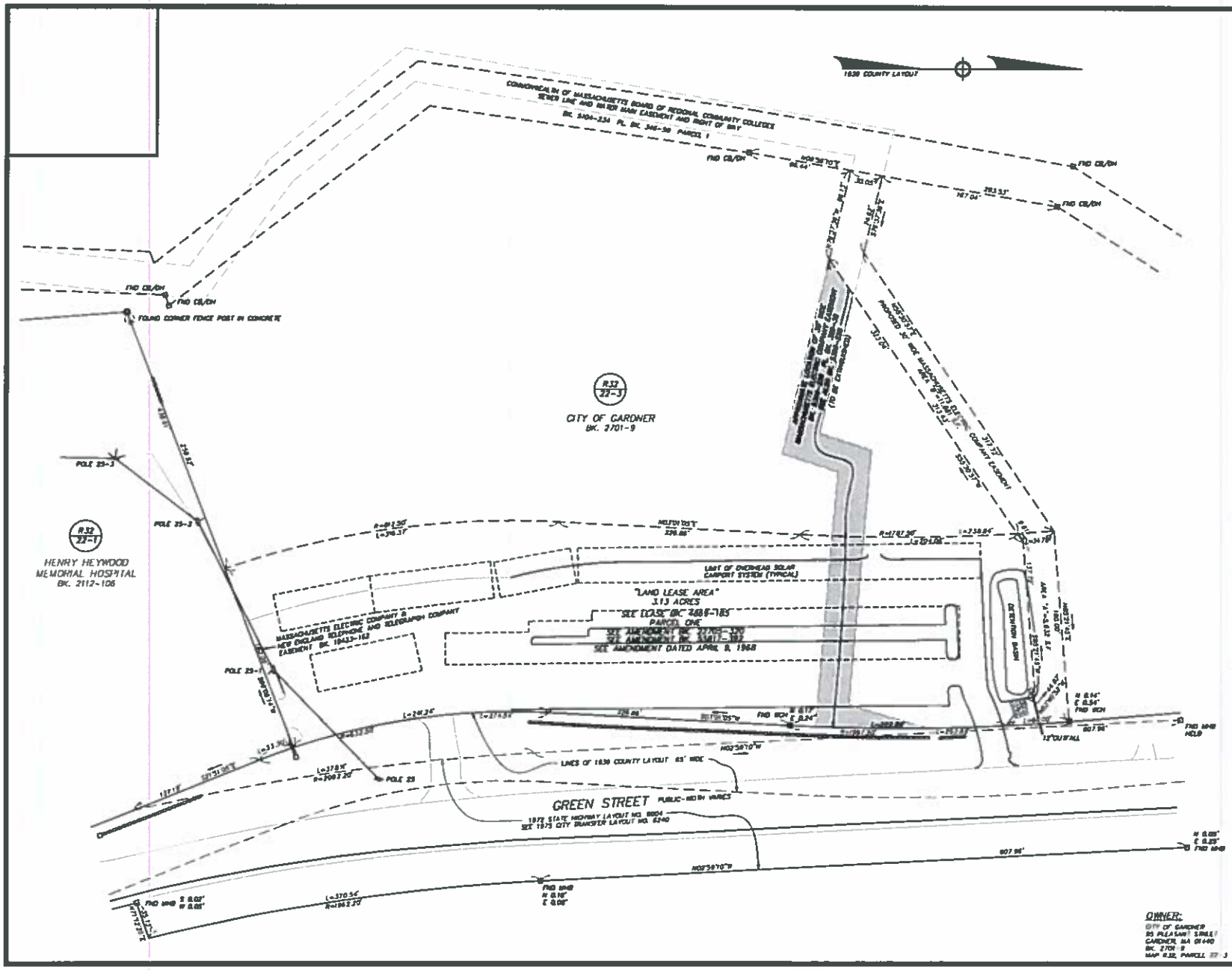
"UNDERGROUND SYSTEM".

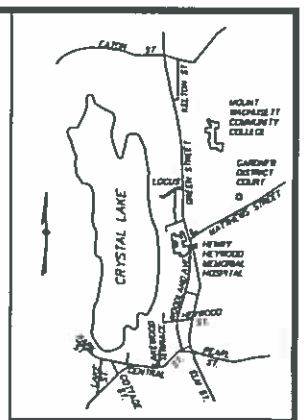
For Grantor's title, see an Order of Taking by the City of Gardner dated June 4, 1974, recorded with the Worcester South District Registry of Deeds Book 5534, Page 255.

ADJOURNMENT

On a motion by Councillor James Walsh and seconded by Councillor Ronald Cormier, on call of the roll, it was voted to adjourn at 12:37 p.m.

UNACCEPTED/UNCORRECTED PROOF





LOCUS MAP SCALE: N.T.S.

M.G.L. CH 301 SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

DAVID J. LAROY, PLS #41416 DATE

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

DAVID J. LAROY, PLS #41416 DATE

HANNIGAN ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

EASEMENT PLAN OF LAND
in
GARDNER, MASSACHUSETTS

PREPARED FOR:
HEYWOOD SOLAR PGS, LLC
PEZMAN RANCH
701 WEST CHARLTY AVENUE SUITE 220
PLACERVIL, CA 95670
TEL: (917) 444 2900

GRAPHIC SCALE: 1"=40'

CALC: DJL	DRWN: DJL	SCALE: 1"=40'
CHKD: LRS	APPD: DJL	DATE: MAR 15, 2016
SRV: JHC	FB: 33-66	JOB NO: 2870.1
TAB: TASF	SHEET 1 OF 1	PLAN NO: 13-21

7-2-3-1-9

EASEMENT RELOCATION AGREEMENT

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

RECITALS:

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

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

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

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

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

shaded on the Easement Relocation Plan and labeled as " APPROXIMATE LOCATION OF 30' WIDE MASSACHUSETTS ELECTRJC COMPANY EASEMENT BK. 5396-226 PL. BK. 389-38 SEE ALSO BK. 5396-228 (TO BE EXTINGUISHED)" (the "Partial Release");

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

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

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

SECTION I - RELOCATION AGREEMENT

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

SECTION 2 - COSTS AND EXPENSES; PAYMENT

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

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

2.3 Immediately upon the City's execution and delivery of these presents to MEC, the City shall deliver to MEC the following: (a) a certified check in an amount equal to the Estimate (the "Estimate Payment"). Upon the recording of all of the Easement Relocation Documents and

the Partial Release, the City shall pay, on demand, any and all direct and indirect costs and expenses incurred by MEC in connection with the Easement Relocation to the extent said costs and expenses exceed the Estimate Payment, up to Two Thousand Five Hundred ($2,500.00) Dollars.

SECTION 3 - CONDITIONS TO MEC'S OBLIGATIONS

3.1 MEC's obligations under this Agreement to deliver the Partial Release to the City are expressly contingent upon (a) the prompt payment to MEC by the City of any and all amounts required to be paid hereunder; (b) the execution, delivery, and recording of the New Easement and the Easement Relocation Plan; (c) MEC shall have received from the City, at the City's sole cost and expense, good, clear, record and marketable title to the New Easement, free and clear of all liens and encumbrances having priority over the New Easement; (d) receipt by MEC of releases, consents, and/or subordinations of any sublessees, assignees, mortgagees or any other party whose interest in the Property has priority over MEC's interest in the New Easement (collectively, the "Subordination Documents") generally in the form attached hereto as Exhibit D and made a part hereof, which Subordination Documents shall be obtained by the City at its sole cost and expense and shall be satisfactory to MEC in its sole but reasonable discretion; (e) receipt by MEC of all votes and authority documents ("Authority Documents") evidencing the City's and, with respect to the Subordination Documents, other such entities authority to enter into, and be bound by, all of the agreements referenced or described herein, which Authority Documents shall be obtained at the City's sole cost and expense and shall be satisfactory to MEC in its sole but reasonable discretion; and (f) the City's compliance with all of the other terms and conditions of this Agreement.

SECTION 4 - PARTIAL RELEASE OF EASEMENT RIGHTS

4.1 Until such time as a Partial Release has been executed by MEC and recorded with the Registry, nothing in this Agreement shall be deemed or construed as an abandonment or release of any of the rights and easements of MEC, and MEC specifically reserves said rights and easements, including without limitation the rights to clear and keep cleared the Existing MEC Easement of all vegetation and structures that may interfere with its easement, to pass and repass with vehicles and equipment, to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any power lines, structures, guys, anchors or other facilities to meet the needs of its business, to construct towers, poles and lines of higher voltage thereon, and to relocate existing and/or future transmission structures, towers, poles and lines, at MEC's cost and expense.

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

SECTION 5 - DEFAULT

5.1 In the event the City shall at any time fail to make any payment due hereunder to MEC or fail to observe or perform any of the other covenants and agreements required to be performed and observed by the City and such default shall continue for a period of thirty (30) days for monetary obligations (for which no notice shall be necessary) or for a period of thirty (30) days

after written notice to the City (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, the City has not commenced to cure the same within said thirty (30) day period and diligently prosecuted the same to completion) and the City shall not cure such default, then subject to the provisions of this Section 5, MEC shall be entitled, at its election, to bring suit for the collection of such payments or other amounts for which the City may be in default, for the performance of any other City covenant or agreement hereunder, including specific performance, and for any damages incurred by MEC, all without terminating this Agreement. MEC shall also be entitled, at its election, to terminate this Agreement. In the event MEC terminates this Agreement, all obligations of MEC shall cease and terminate (except those that expressly survive the termination of this Agreement), except that MEC may sue for and collect all direct and related indirect costs of the Easement Relocation not previously paid by the City and other amounts due as a result of the City's default and all damages to MEC by reason of any such breach.

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

SECTION 6-MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Title:
Name:

CITY OF GARDNER

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

LIST OF EXHIBITS

EXHIBIT A – New Easement

EXHIBIT B – Easement Relocation Plan

EXHIBIT C – Partial Release of Easement

EXHIBIT D – Subordination Agreement Form

EXHIBIT A

[See Attached]

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

Property address: Off Green Street, Gardner, MA

GRANT OF EASEMENT

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

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

Also the perpetual right and easement from time to time, without further payment therefor, to clear and keep cleared by physical, chemical or other means, the Easement Area of trees, underbrush and above and below ground buildings, structures or objects (the first clearing may be for less than the full width and may be widened from time to time to the full width) provided, however, that when chemical means of clearing are to be used, the Grantee will use only such chemicals as are approved in writing by the Public Works Board or the Director of Public Works of the City of Gardner; the perpetual exclusive right and easement to renew, replace, remove, add to, modify and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the locations thereof within the Easement Area; the perpetual right and easement to pass and repass on foot and with vehicles and equipment along the Easement Area to and from the adjoining lands and to pass and repass over the Grantor's Land to and from the Easement Area as reasonably required; and the right and easement to excavate, remove soils from, fill, and/or change the grade of the Easement Areas as is

reasonable, necessary and proper in connection with the exercise of the foregoing rights and easements.

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

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

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

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

[Signature Page Follows]

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

THE CITY OF GARDNER

By_____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

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

Before me,

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

EXHIBIT A

Legal Description

EXHIBIT B

Easement Relocation Plan
(see attached)

EXHIBIT C

PARTIAL RELEASE OF EASEMENT

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

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

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

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

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

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

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss:

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

(AFFIX SEAL)

_____
My Commission Expires_____

EXHIBIT D

SUBORDINATION AGREEMENT

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

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

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

[Signature Page Follows]

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

_____

_____
By:
Its:

_____
By:
Its:

COMMONWEALTH OF MASSACHUSETTS

County of _____} ss.

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

_____
Signature of Notary Public

_____
Printed Name of Notary

My Commission Expires_____

Place Notary Seal and/or Any Stamp Above

10326

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO POOL FILTRATION SYSTEM ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Seventy-Five Thousand Dollars and No Cents ($75,000.00) from Free Cash to the Pool Filtration System Account:

10326

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2020 AUG 27 PM 4:26

CITY CLERK'S OFFICE
GARDNER, MA

August 27, 2020

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

RE: Free Cash to Pool Filtration System Account

Dear President Kazinskas and Councilors,

Attached, please find a request for appropriation from Free Cash for $75,000.00.

This appropriation is being requested in order to replace the current filtration system at the Greenwood outdoor pool. The current filter is over 30 years old and is in rough condition.

The objective is to have it repaired before the cold weather sets in, with the hopes of having it ready for next year's seasonal operation.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

10326

City of Gardner
Human Resources Department
95 Pleasant Street Rm. 14
Gardner, MA 01440
(978) 630-4001 • (978) 630-4025

Debra A. Pond, Director of Human Resources

August 27, 2020

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

SUBJECT: Greenwood Pool Filtration System

Dear Mayor Nicholson:

I am respectfully requesting an appropriation in the amount of $75,000.00 for a new filtration system for the Greenwood outdoor pool facility. The current filtration system is over thirty (30) years old and springing leaks. We will make it through this season, but it will not survive another season. The proposal is to install the new system after the pool closes for the season and before the snow falls so that we will have a turnkey operation in the early summer.

We have a proposal for a Whitten 1U-2C-90 Two-Cell Pressure Sand Filter in the amount of $42,500.00. This is the cost of the filtration system delivered to the site. It does not include:

- Offloading or placement in the filter building;
- Installation by a mechanical contractor/commercial pool contractor; or
- Engineering consultation for preparation of system changes for presentation to the Board of Health.

The estimated cost for these items are included in the appropriation request. Thank you for your consideration. If you have any questions, please contact me.

Sincerely,

Debra A. Pond
Director of Human Resources

Enclosure

The City of Gardner provides equal opportunity in employment to all persons. No person shall be denied equal access because of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, age, or physical/mental disability.

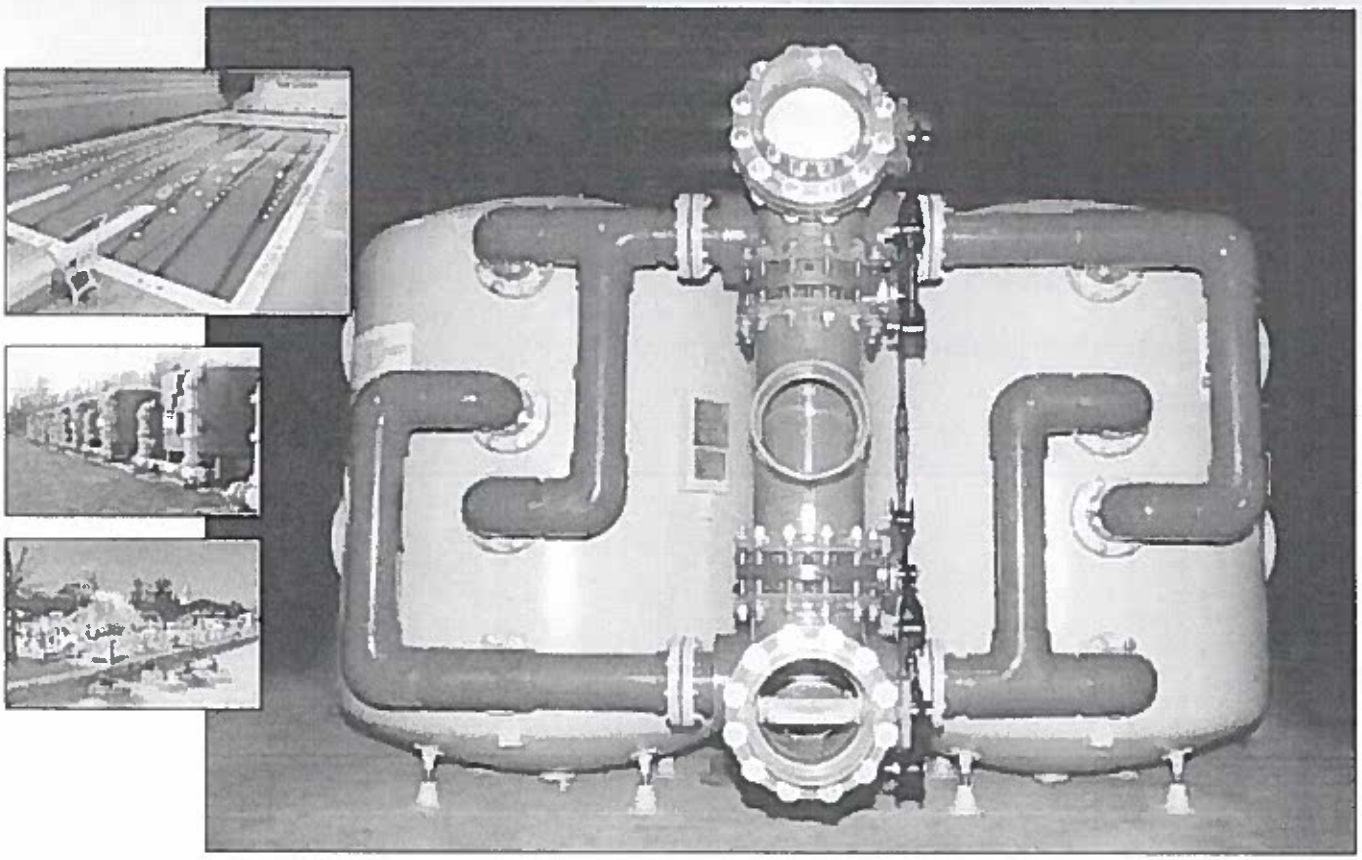
10326

WHITTEN

ADG EQUIPMENT SYSTEMS

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

NSF International



Pressure Multi-Cell Filtration System

Whitten pressure sand filters are NSF listed for flows up to 20 GPM per sq.ft. of filter area. Whitten Multi-Cells offer unique space savings which is achieved by stacking multiple filter cells within a single tank.

- Proven
- Reliable
- Simple
- Affordable

High quality tank materials for all models are selected based on specific application. Typically, A-36 or SA-516 carbon steel comes in thicknesses of 3/16" through 1/2" or T-304L and T-316L stainless steel also in thicknesses up to 1/2". Standard tanks are sized in six-inch increments from 36" through 120" diameter. Multiple tanks can be arranged in series to accommodate high volume systems.

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

10326

Over 1500 Installations World-Wide

(notable installations)

Bates College	**Lewistown, Maine**
Dorney Park & Wild Water Kingdom	**Allentown, Pennsylvania**
Fairland Aquatic Center	**Laural, Maryland**
Georgetown University	**Washington, DC**
Hewlett High School	**Hewlett, New York**
Ithaca High School	**Ithaca, New York**
Lexington YMCA	**Manhattan, New York**
Six Flags Great Adventure	**Jackson, New Jersey**
Southern Illinois University	**Carbondale, Illinois**
University of Massachusetts	**Boston, Massachusetts**
Williams College	**Williamstown, Massachusetts**

AQUATIC DEVELOPMENT GROUP, INC.

One Aquatic Center
Cohoes, NY 12047
Phone 518.783.0038
Fax 518.783.0474
www.aquaticgroup.com

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

10326

Pressure Filtra

Why Whitten Pressure Filters?

- NSF International listed
- Multi-Cell filters reduce floor space requirements
- Filters can be back washed one cell at a time or one tank at a time to avoid overflowing sewer capacity (Rate=15gmp/sf)
- Filtration controls are available in manual, semi-automatic and fully automatic
- High quality tank materials for all models are selected based on specific application
- Affordable upfront investment with low operating costs
- Standard interior tank coating (unisol 2000) baked PVC has over 20 years of proven reliability
- 15-Year limited warranty
- Over 30 years of proven service

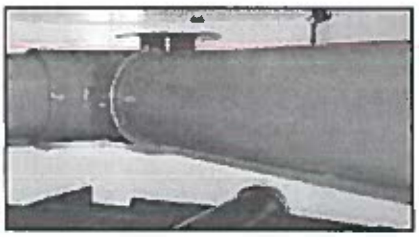
SINGLE TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK WASH
1U-1C-36	7.07	21.21	35.35	53.03	106.05	141.40	3"	3"
1U-1C-42	9.62	28.86	48.10	72.15	144.30	192.40	3"	3"
1U-1C-48	12.57	37.71	62.85	94.28	188.55	251.40	3"	3"
1U-1C-54	15.90	47.70	79.50	119.25	238.50	318.00	4"	4"
1U-1C-60	19.63	58.89	98.15	147.23	294.45	392.60	4"	4"
1U-1C-66	23.76	71.28	118.80	178.20	356.40	475.20	4"	4"
1U-1C-72	28.27	84.81	141.35	212.03	424.05	565.40	4"	4"
1U-1C-78	33.18	99.54	165.90	248.85	497.70	663.60	6"	6"
1U-1C-84	38.48	115.44	192.40	288.60	577.20	769.60	6"	6"
1U-1C-90	44.18	132.54	220.90	331.35	662.70	883.60	6"	6"
1U-1C-96	50.27	150.81	251.35	377.03	754.04	1005.38	6"	6"
1U-1C-102	56.75	170.25	283.75	425.63	851.25	1135.00	8"	8"
1U-1C-108	63.62	190.86	318.10	477.15	954.30	1272.40	8"	8"
1U-1C-114	70.88	212.64	354.40	531.60	1063.20	1417.60	8"	8"
1U-1C-120	78.54	235.62	392.70	589.05	1178.10	1570.80	8"	8"
1U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00	3"	3"
1U-2C-42	19.24	57.72	96.20	144.30	288.60	384.80	3"	4"
1U-2C-48	25.14	75.42	125.70	188.55	377.10	502.80	3"	4"
1U-2C-54	31.80	95.40	159.00	238.50	477.00	636.00	4"	6"
1U-2C-60	39.28	117.75	196.40	294.60	589.20	785.60	4"	6"
1U-2C-66	47.52	142.56	237.60	356.40	712.80	950.40	4"	6"
1U-2C-72	56.54	169.62	282.70	424.05	848.10	1130.80	6"	6"
1U-2C-78	66.36	199.08	331.80	497.70	995.40	1327.20	6"	8"
1U-2C-84	76.96	230.88	384.80	577.20	1154.40	1539.20	6"	8"
1U-2C-90	88.36	265.08	441.80	662.70	1325.40	1767.20	6"	8"
1U-2C-96	100.54	301.62	502.70	754.05	1508.10	2010.80	6"	8"
1U-2C-102	113.50	340.50	567.50	851.25	1702.50	2270.00	6"	10"
1U-2C-108	127.24	381.72	636.20	954.30	1908.60	2544.80	8"	10"
1U-2C-114	144.76	434.28	708.80	1063.20	2126.40	2835.20	8"	10"
1U-2C-120	157.08	471.24	785.40	1178.10	2356.20	3141.60	8"	10"
1U-3C-36	21.21	63.90	106.05	159.08	318.15	424.20	3"	4"
1U-3C-42	28.88	86.58	144.30	216.45	432.90	577.20	3"	6"
1U-3C-48	37.71	113.13	188.55	282.83	565.65	754.20	3"	6"
1U-3C-54	47.70	143.10	238.50	357.75	715.50	954.00	4"	6"
1U-3C-60	58.92	176.76	294.60	441.90	883.80	1178.40	4"	6"
1U-3C-66	71.28	213.84	356.40	534.60	1069.20	1425.60	4"	8"
1U-3C-72	84.81	263.52	424.05	636.08	1272.15	1696.20	6"	8"
1U-3C-78	99.54	298.92	497.70	746.55	1493.10	1990.80	6"	8"
1U-3C-84	115.44	346.32	577.20	865.80	1731.60	2308.80	6"	10"
1U-3C-90	132.54	397.62	662.70	994.05	1988.10	2650.80	6"	10"
1U-3C-96	150.81	452.43	754.05	1131.08	2262.16	3016.20	6"	10"
1U-3C-102	170.25	510.75	851.25	1276.88	2553.75	3405.00	6"	12"
1U-3C-108	190.86	572.64	954.40	1431.45	2862.90	3817.20	8"	12"
1U-3C-114	212.64	637.92	1063.20	1594.80	3189.60	4252.80	8"	12"
1U-3C-120	235.62	706.86	1178.10	1767.15	3534.30	4712.40	8"	12"

Laterals

The laterals in the Whitten Pressure Filtration System are attached to the interior perimeter of the tank by end-nipples which ensure stabilization during periods of backwash and high volume flow.

Over Drain

Whitten internal over drain distribution system is carefully designed to provide the most uniform and efficient flows through the filter sand-media bed. Precise distribution of water flow ensures longer filter runs and maximum dirt holding capacity of the filter sand-media bed.



10326

ation Systems

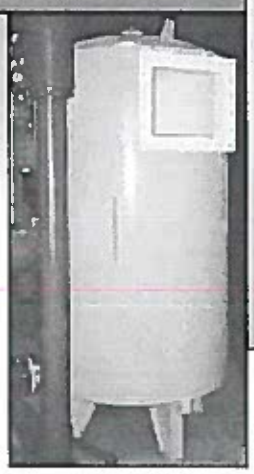
DUAL TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT.					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK-WASH
2U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00	3"	3"
2U-2C-42	19.24	57.72	96.20	144.30	288.60	384.80	3"	4"
2U-2C-48	25.14	75.42	125.70	188.55	377.10	502.80	3"	4"
2U-2C-54	31.80	95.40	159.00	238.50	477.00	636.00	4"	6"
2U-2C-60	39.28	117.75	196.40	294.60	589.20	785.60	4"	6"
2U-2C-66	47.52	142.56	237.60	356.40	712.80	950.40	4"	6"
2U-2C-72	56.54	169.62	282.70	424.05	848.10	1130.80	6"	6"
2U-2C-78	66.36	199.08	331.80	497.70	995.40	1327.20	6"	8"
2U-2C-84	76.96	230.88	384.80	577.20	1154.40	1539.20	6"	8"
2U-2C-90	88.36	265.08	441.80	662.70	1325.40	1767.20	6"	8"
2U-2C-96	100.54	301.62	502.70	754.05	1508.10	2010.80	6"	8"
2U-2C-102	113.50	340.50	567.50	851.25	1702.50	2270.00	6"	10"
2U-2C-108	127.24	381.72	636.20	954.30	1908.60	2544.80	8"	10"
2U-2C-114	144.76	434.28	708.80	1063.20	2126.40	2835.20	8"	10"
2U-2C-120	157.08	471.24	785.40	1178.10	2356.20	3141.60	8"	10"
2U-4C-36	28.08	84.24	144.40	210.60	421.20	560.00	3"	6"
2U-4C-42	38.48	115.44	192.40	288.60	577.20	769.60	3"	6"
2U-4C-48	50.28	150.84	251.60	377.10	754.20	1005.60	3"	6"
2U-4C-54	63.60	190.80	318.00	477.00	954.00	1272.00	4"	8"
2U-4C-60	78.56	235.50	392.80	589.20	1178.40	1571.20	4"	8"
2U-4C-66	95.04	285.12	475.20	712.80	1425.60	1900.80	4"	8"
2U-4C-72	113.08	339.24	565.40	848.10	1696.20	2261.60	6"	10"
2U-4C-78	132.72	398.16	663.60	995.40	1990.80	2654.40	6"	10"
2U-4C-84	153.92	461.76	769.60	1154.40	2308.80	3078.40	6"	10"
2U-4C-90	176.72	512.16	883.60	1325.40	2650.80	3534.40	6"	12"
2U-4C-96	201.08	603.24	1005.40	1508.01	3016.20	4021.60	6"	12"
2U-4C-102	227.00	681.00	1135.00	1702.50	3405.00	4540.00	6"	12"
2U-4C-108	254.48	763.44	1272.40	1908.60	3817.20	5089.60	8"	14"
2U-4C-114	289.52	868.56	1417.60	2126.40	4252.80	5852.74	8"	14"
2U-4C-120	314.16	942.48	1570.80	2356.20	4712.40	6283.20	8"	14"
2U-6C-36	42.42	127.80	212.10	318.15	636.30	848.40	3"	6"
2U-6C-42	57.72	173.16	288.60	432.90	865.80	1154.40	3"	6"
2U-6C-48	75.42	226.26	377.10	565.68	1131.32	1514.44	3"	8"
2U-6C-54	95.40	286.20	477.00	715.50	1431.00	1908.00	4"	8"
2U-6C-60	117.84	353.52	589.20	883.80	1767.60	2356.80	4"	8"
2U-6C-66	142.56	427.68	712.80	1069.20	2138.40	2851.20	4"	10"
2U-6C-72	169.62	527.04	848.10	1272.16	2544.30	3392.40	6"	10"
2U-6C-78	199.08	597.84	989.40	1493.10	2986.20	3981.60	6"	12"
2U-6C-84	230.88	692.64	1154.40	1731.60	3463.20	4617.60	6"	12"
2U-6C-90	265.08	795.24	1325.40	1988.10	3976.20	5301.60	6"	14"
2U-6C-96	301.62	904.86	1508.10	2262.16	4524.32	6032.40	6"	14"
2U-6C-102	340.50	1021.50	1702.50	2553.75	5107.50	6810.00	6"	16"
2U-6C-108	381.72	1145.28	1908.80	2862.90	5725.80	7634.40	8"	16"
2U-6C-114	425.28	1275.84	2126.40	3189.60	6379.20	8505.60	8"	16"
2U-6C-120	471.24	1413.72	2356.20	3534.30	7068.60	9424.80	8"	18"

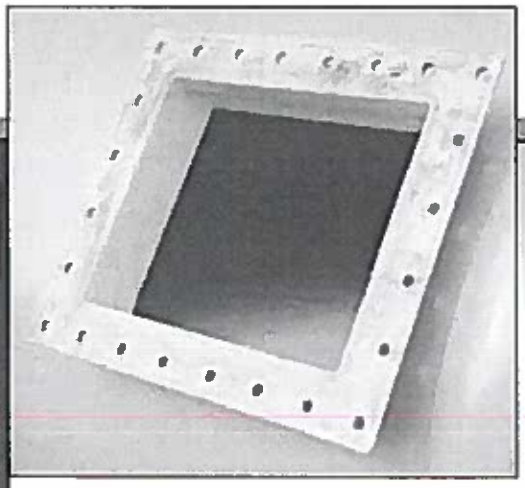
Face Piping

Whitten face piping incorporates user friendly single lever linkage. This allows operator simplicity by moving one lever in order to activate valves for backwashing. Whitten's standard valves are nylon coated with undercut wafer for early valve-seating and efficiency.

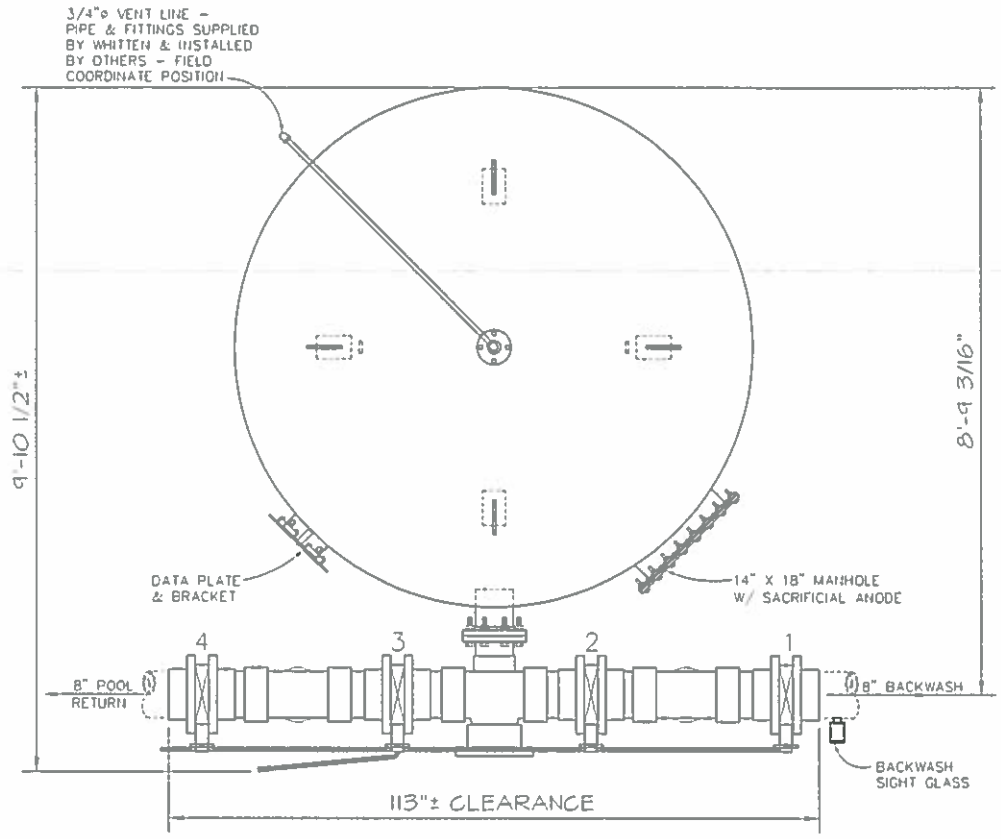
Access Hatch

An oversized access hatch is standard on all Whitten Pressure filters. With its rectangular shape and a size of 18" x 14", it allows for easy operator inspection of internal components or media. It features an industrial grade heavy-duty gasket that is designed to be reused after each inspection. The Whitten gasket eliminates the inconvenience and cost of reordering and replacing gaskets each time you inspect the filter.

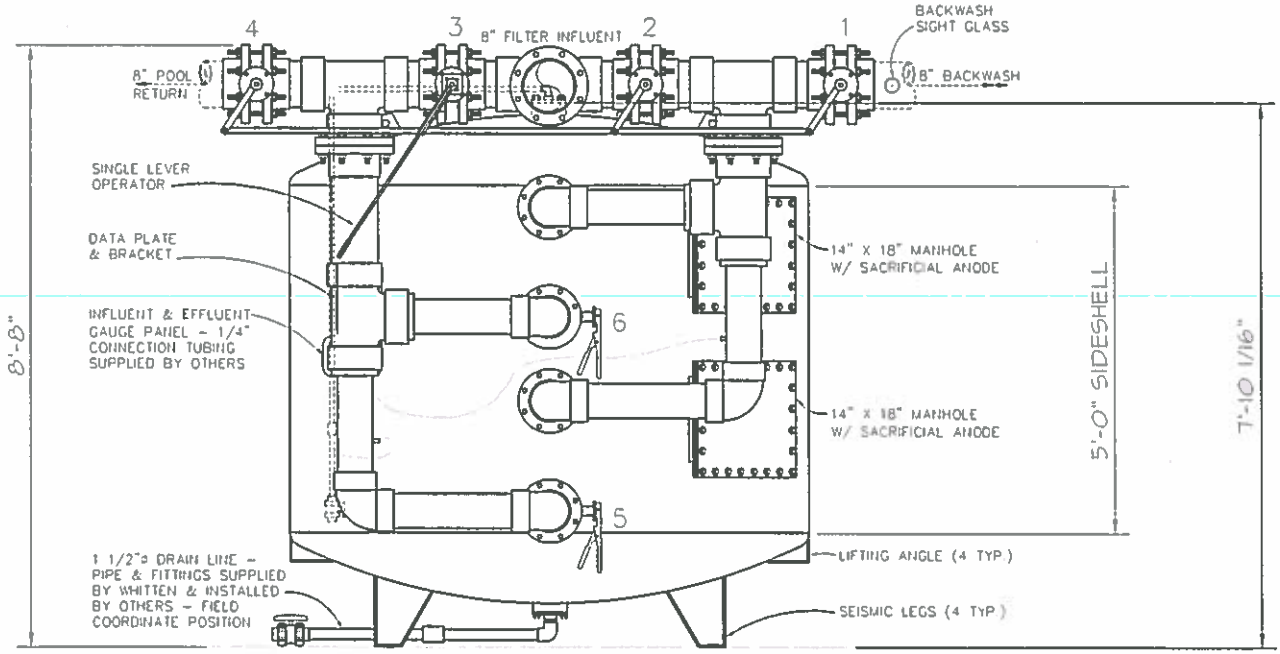




10326



PLAN VIEW



ELEVATION

1U-2C-90 MULTI-CELL FILTER

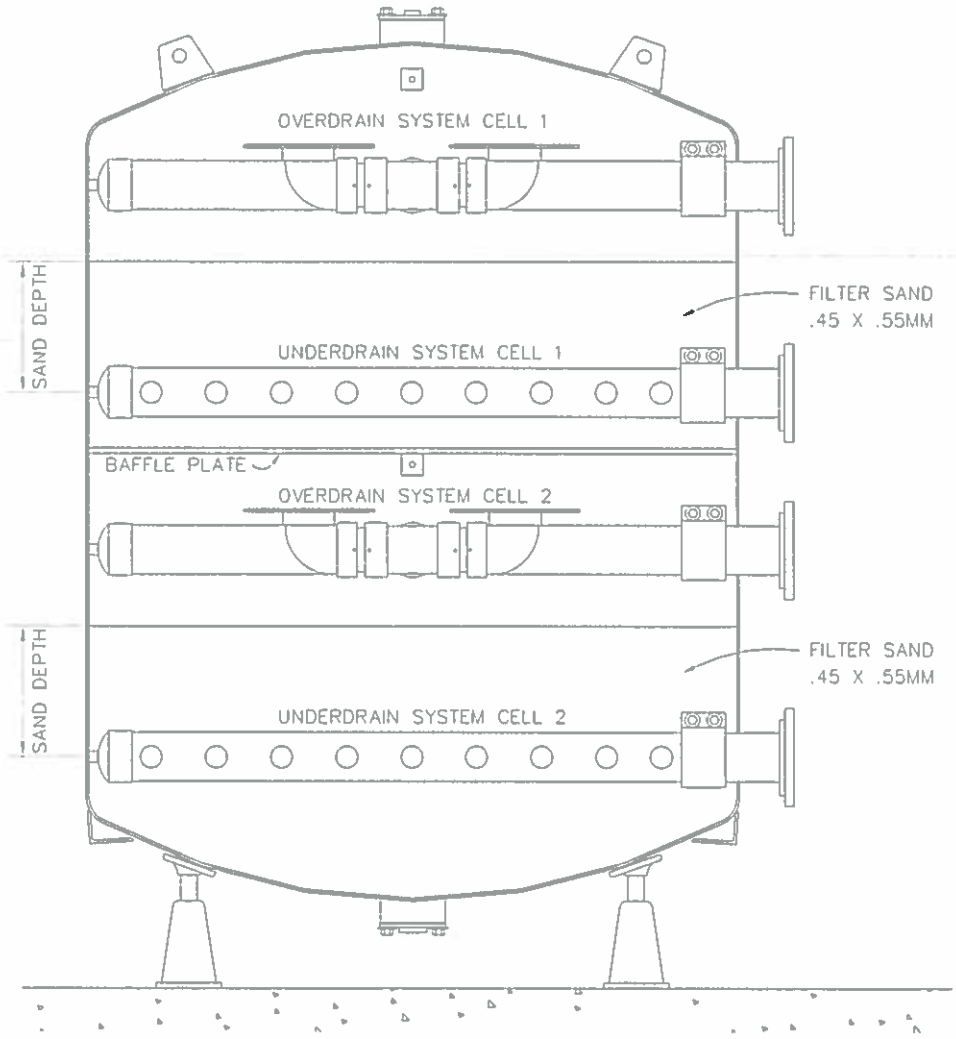
DATE: -
JOB NO.: -
FILE NO: -

WHITTEN PRODUCTS
DIVISION of HYDROTECH SYSTEMS Ltd.

P.O.Box 648
One Aquatic Center
Cohoes, NY 12047
Tel.518-783-0038
Fax 518-783-0474

AQUATIC DEVELOPMENT GROUP

/0326



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

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

DATE: 7/17/07

FILE NO:

WHITTEN PRODUCTS
DIVISION of HYDROTECH SYSTEMS Ltd.

P.O.Box 648
One Aquatic Center
Cohoes, NY 12047
Tel.518-783-0038
Fax 518-783-0474

AQUATIC DEVELOPMENT GROUP

2-2

CITY OF GARDNER
Department of Public Works

Highway
Water
Sewer
Forestry
Parks/Playgrounds
Cemeteries

Dane E. Arnold, Director
50 Manca Drive
Gardner, MA 01440-2687
Telephone (978) 630-8195
Fax (978) 630-4029
darnold@gardner-ma.gov

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

RE: Loan Order

August 3, 2020

Dear Mayor Nicholson:

The **Water Department** is requesting a **$1,000,000 Loan Order** for 2 Items:

Painting the Elevated Storage Tank located off Route 140
Estimated Cost $350,000 - $500,000

The Water Department painted the elevated storage tank in 2004. We recently inspected the exterior of the tank and found it is in need of pressure washing, minor repairs, and painting.

Replacing the Filters in the Crystal Lake Water Treatment Facility
Estimated Cost $350,000 - $450,000

The Pall filters located in the Crystal Lake Water Treatment Facility are approximately 14 years old and at the point where they need to be replaced. These are the main filtration filters for the City's drinking water. This estimate covers the replacement of all 177 filters at a cost of approximately $1,500 each, plus parts, and labor to install.

We will look into a short term loan (4-7 years) to pay for these improvements. We have programed this loan into our Water Forecast Budget and the existing rate structure, as voted and approved by the City Council in 2019, supports this loan without an additional rate increase.

If you have any questions, please feel free to contact my office.

Sincerely,

Dane E. Arnold, Director
Department of Public Works

PC: Public Service Committee
Chris Coughlin, City Engineer
Rob Oliva, Assistant Director, Department of Public Works
John Richard, City Auditor

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.

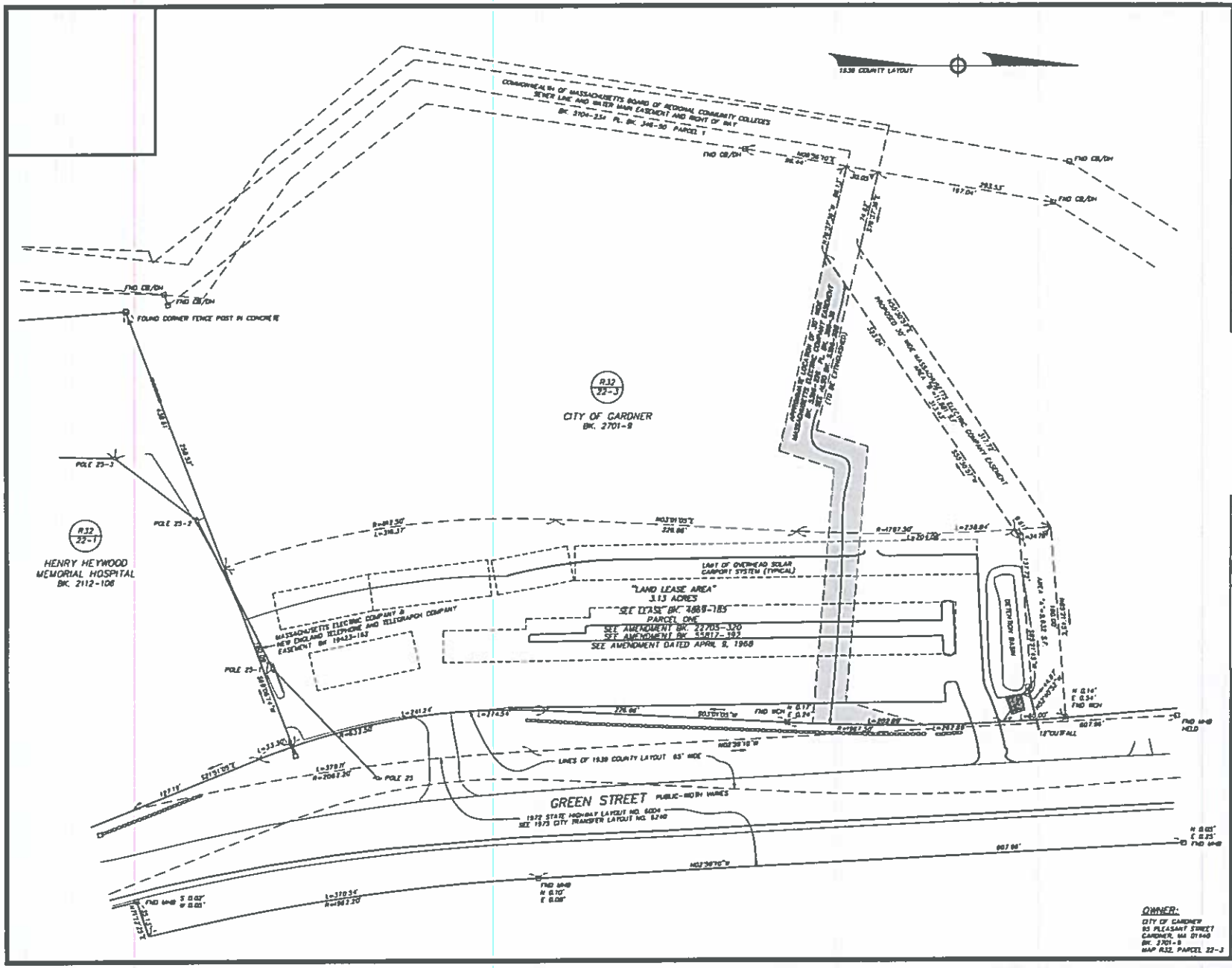
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, under seal, on the day and year first written above.

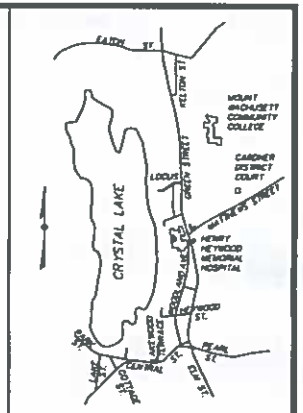
MASSACHUSETTS ELECTRIC COMPANY

By: _____
Title:
Name:

CITY OF GARDNER

By: _____
Name:
Title:





LOCUS MAP

SCALE: N.T.S.

M.G.L. CH 301B 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. LAPOT, PLS #47616 DATE

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

DAVID J. LAPOT, PLS #47616 DATE

HANNIGAN ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

EASEMENT PLAN OF LAND
IN
GARDNER, MASSACHUSETTS

PREPARED FOR:
HEYWOOD SOLAR PCS, LLC
PEDRAM RAHIMI
701 WEST KIMBERLY AVENUE SUITE 220
PLACENTIA, CA 92870
TEL: (657) 444 2990

GRAPHIC SCALE: 1"=40'

CALC: D.A.	DRWN: D.A.	SCALE: 1"=40'
CHKD: LRS	APPD: D.A.	DATE: MAR 13, 2018
SRV: 64C	FB: 53-68	JOB NO: 2018.1
TAB: EASE	SHEET 1 OF 1	PLAN NO: C-13-27

OWNER:
CITY OF GARDNER
95 PLEASANT STREET
GARDNER, MA 01440
BK. 3701-9
MAP R.32, 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

6-3

Alan Agnelli

From: Alan Agnelli
Sent: Tuesday, September 1, 2020 4:44 PM
To: Councillor Elizabeth Kazinskas ; Councillor James M. Walsh; Councillor Ronald F. Cormier; Ronald F Cormier
Subject: FW: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033
Attachments: 28733033 200 Catherine Street Gardner Ma.pdf; 200 Catherine Street Sketch.pdf

Tracking:

Recipient	Delivery
Councillor Elizabeth Kazinskas	Delivered: 9/1/2020 4:44 PM
Councillor James M. Walsh	Delivered: 9/1/2020 4:44 PM
Councillor Ronald F. Cormier	
Ronald F Cormier	Delivered: 9/1/2020 4:44 PM

From: Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>
Sent: Tuesday, September 1, 2020 4:42 PM
To: Alan Agnelli <aagnelli@gardner-ma.gov>
Cc: John Flick <jflick@flicklawgroup.com>
Subject: Fw: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

Dear Clerk Agnelli,
Please forward these informational emails to the Finance Committee and include them in the record for the September 2nd, 2020 Finance Committee Meeting. This is information is in relation to agenda item 6-3.

Thank you

Best,
Lizzy

Elizabeth Kazinskas
Council President
Ward 2 City Councillor
City of Gardner
Cell: (978) 337-1533
ekazinskas@gardner-ma.gov

From: John Flick <jflick@flicklawgroup.com>
Sent: Tuesday, September 1, 2020 3:21 PM
To: Elizabeth Kazinskas
Cc: Alana Eagley; Mayor; Anderson, Wayne
Subject: FW: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

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.
The revised NG docs are attached. I am still waiting on the School Department's final approval.

John

****

John M. Flick, Esq.
Flick Law Group, P.C.
144 Central Street
Gardner, MA 01440
Main No: 978-632-7948, Ext. 101
Direct Dial: 978-483-0847
Fax: 978-630-3703
www.flicklawgroup.com
****

WIRE FRAUD ALERT: If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

United States Internal Revenue Service (IRS) Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless and to the extent we otherwise state, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This e-mail message is generated from Flick Law Group, P.C. and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this e-mail information is prohibited. If you have received this e-mail in error, please notify the sender by return e-mail and delete it from your computer system.

From: John Flick
Sent: Thursday, July 30, 2020 9:55 AM
To: Anderson, Wayne <andersonw@gardnerk12.org>
Cc: Mayor (mayor@gardner-ma.gov) <mayor@gardner-ma.gov>
Subject: FW: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

Wayne,

Here is the response I received from NG. If this is satisfactory to the School Department, I will provide this communication with the corrected easement to the City Clerk for the Council's consideration.

John

****

John M. Flick, Esq.
Flick Law Group, P.C.
144 Central Street, Suite 201
Gardner, MA 01440
978-632-7948, Ext. 301 Voice
978-630-3703 Fax
www.flicklawgroup.com
****

WIRE FRAUD ALERT: If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

United States Internal Revenue Service (IRS) Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless and to the extent we otherwise state, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This e-mail message is generated from Flick Law Group, P.C. and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this e-mail information is prohibited. If you have received this e-mail in error, please notify the sender by return e-mail and delete it from your computer system.

From: Morancy, Nadine <Nadine.Morancy@nationalgrid.com>
Sent: Thursday, July 30, 2020 8:35 AM
To: John Flick <jflick@flicklawgroup.com>
Subject: RE: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

<="" span="">
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Flick,

I hope this email finds you well.

Thank you for calling my attention to the typo within the easement. This matter has been rectified and the revised easement is attached hereto.

The sketch attached to our easement clearly shows the former line being removed and relocated to a new location. Once this easement is signed and recorded it will supersede the former easement of record that used old Pole 9-4, and establish this new location. Our easements are written according to placement as you will see on page two of the easement, with the wording "...the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee." In the future should we wish to use the old location of Pole 9-4, we would have to come to the City and request an easement to do so.

As you are well aware, the reason the line is being moved is to provide ease of access. This ease of access is extremely important in the event of an outage for it allows us to rectify any issues in a fast and efficient manner. This becomes most important when the line is serving an area such as 200 Catherine Street.

I thank you in advance for your time and attention. If I may be of further assistance, please do not hesitate to contact me.

Best Regards,
Nadine J. Morancy

Nadine J. Morancy
Real Estate Representative
Right-of-Way & Survey Engineering
Phone: 508-860-6455

Nadine.Morancy@nationalgrid.com

From: John Flick <jflick@flicklawgroup.com>
Sent: Wednesday, July 29, 2020 12:38 PM
To: Morancy, Nadine <Nadine.Morancy@nationalgrid.com>
Subject: EXT || FW: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

Ms. Morancy,

I am the City Solicitor for the City of Gardner. I have been working to obtain approval for the relocation of the pole and easement on Catherine Street, Gardner. Please see the issues discussed below regarding the proposed easement relocation. One significant concern is the abandonment of the existing ROW. Can you confirm that the existing ROW will be released once the new easement is granted.

Regards,
John Flick

****
John M. Flick, Esq.
City of Gardner Law Department
144 Central Street, Suite 201
Gardner, MA 01440
978-632-7948, Ext. 301 Voice
978-630-3703 Fax
www.flicklawgroup.com
****

WIRE FRAUD ALERT: If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

United States Internal Revenue Service (IRS) Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless and to the extent we otherwise state, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This e-mail message is generated from Flick Law Group, P.C. and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this e-mail information is prohibited. If you have received this e-mail in error, please notify the sender by return e-mail and delete it from your computer system.

From: Anderson, Wayne <andersonw@gardnerk12.org>
Sent: Monday, July 27, 2020 9:20 AM
To: John Flick <jflick@flicklawgroup.com>; John Flick <jflick@gardner-ma.gov>
Subject: Fwd: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033

<="" span="">
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi John,

Has National Grid corrected the error in the easement yet?

National Grid says the poles are co-owned with Verizon. And, Verizon will be responsible for removing the old poles.

Regards,

Wayne Anderson
Director of Facilities

Gardner Public Schools
70 Waterford Street
Gardner, MA 01440-2525

Work: 978-632-1603;2045
Fax: 978-632-4234
Mobile: 978-360-2242

---------- Forwarded message ---------
From: **Anderson, Wayne** <andersonw@gardnerk12.org>
Date: Thu, Jun 11, 2020, 8:37 AM
Subject: Re: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033
To: Pellegrino, Mark <pellegm@gardnerk12.org>
Cc: John Flick <jflick@gardner-ma.gov>

Hello all,

Please see notes on attached easement and sketch.

1) There is a typo in the easement. They listed the address as 300 Catherine Street. It should be 200 Catherine Street.

2) Should they remove the easement for the existing overhead utility pole and cabling?

3) Should we note removal of existing utility pole P9-4?

I have contacted National Grid for clarification on the project need.

Also, I need to contact Verizon regarding their portion of the project.

Regards,

Wayne Anderson
Director of Facilities

Gardner Public Schools
70 Waterford Street
Gardner, MA 01440-2525

Work: +1-978-632-4626
Fax: +1-978-632-1164
Mobile: +1-978-360-2242

On Tue, Jun 9, 2020 at 11:29 AM Pellegrino, Mark <pellegm@gardnerk12.org> wrote:

Hi Wayne,
Attached you will find the easement information. I am just reading now that the attachments were removed. Please look them over and respond by tomorrow. Thanks, Mark

Dr. Mark J. Pellegrino
Superintendent, Gardner Public Schools

Positive Relationships and Rigor for Every Child, in Every Classroom, Every Day...

Click here to like GPS on Facebook

On Mon, Jun 1, 2020 at 5:38 PM Anderson, Wayne <andersonw@gardnerk12.org> wrote:

Hi Mark,

The easement attachment was removed.

Please send it to me for review.

Wayne Anderson
Director of Facilities

Gardner Public Schools
70 Waterford Street
Gardner, MA 01440-2525

Work: 978-632-1603;2045
Fax: 978-632-4234
Mobile: 978-360-2242

On Mon, Jun 1, 2020, 4:34 PM Pellegrino, Mark <pellegm@gardnerk12.org> wrote:

Hi Wayne,
Can you check this out and ensure there are no issues that you see? I want to get this signed and back to John asap.
Thanks,
Mark

Dr. Mark J. Pellegrino
Superintendent, Gardner Public Schools

Positive Relationships and Rigor for Every Child, in Every Classroom, Every Day...

Click here to like GPS on Facebook

On Mon, Jun 1, 2020 at 2:07 PM John Flick <jflick@flicklawgroup.com> wrote:

Mark,

I received the following easement request from National Grid. Can you please have your facility personnel review this. Please let me know if there are any concerns. If none, please provide me with a written statement to that effect so that it may be presented to the council for consideration.

Thank you,
John Flick
City Solicitor

****
John M. Flick, Esq.
City of Gardner Law Department
144 Central Street, Suite 201
Gardner, MA 01440
978-632-7948, Ext. 301 Voice
978-630-3703 Fax
www.flicklawgroup.com
****

WIRE FRAUD ALERT: If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

United States Internal Revenue Service (IRS) Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless and to the extent we otherwise state, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

This e-mail message is generated from Flick Law Group, P.C. and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this e-mail information is prohibited. If you have received this e-mail in error, please notify the sender by return e-mail and delete it from your computer system.

From: Alan Agnelli <aagnelli@gardner-ma.gov>
Sent: Friday, May 29, 2020 1:42 PM
To: John Flick <jflick@flicklawgroup.com>
Subject: FW: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033
Importance: High

<="" span="">
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello John:

On behalf of the Acting Mayor and City Council, please review the attached Easement and advise and comment.

Thank you.

Alan

Alan L. Agnelli
City Clerk
95 Pleasant Street, Room 121
Gardner, MA 01440
Tel 978-630-4058
Fax 978-630-2589

When writing or responding, please remember that the MA Secretary of State's Office has determined that email is a public record and therefore subject to public access under the Mass Public Records Law. M.G.L.c.66§10.

From: Morancy, Nadine <Nadine.Morancy@nationalgrid.com>
Sent: Friday, May 29, 2020 11:26 AM
To: Alan Agnelli <aagnelli@gardner-ma.gov>
Cc: Mayor <Mayor@gardner-ma.gov>
Subject: 200 Catherine Street, Gardner Easement & Sketch WR# 28733033
Importance: High

May 30, 2020

Alan L. Agnelli,

Attached herewith please find a Distribution Easement, along with a National Grid Sketch, "Exhibit A," showing the relocated pole line and the transformer feeding the pole line for your review covering property located on 200 Catherine Street, Gardner, Massachusetts. This easement grants National Grid the right to install, operate, and properly maintain the lines and equipment upon and/or beneath property.

IMPORTANT:**When printing the attachment, please use single sided printing.

Kindly have Mayor Elizabeth Kazinskas sign the enclosed easement in the presence of a Notary and return the original signed and notarized document to me at your earliest convenience.

Once complete please mail the entire original signed and notarized document, along with the sketch, to me at: Nadine J. Morancy, National Grid, 939 Southbridge Street, Worcester, MA 01610. ****It is very important that you return the document, only to the address cited above.

Please be advised that we are unable to schedule this important work until this document has been returned to us. The documents' timely return is very important.

It has come to my attention that you have requested the easement be sent to you in Word. Please note our easement language is approved by the Department of Public

Utilities and it is very important that we stay as close to its current language as possible. We thank you for your understanding.

I thank you in advance for your time and attention. Should you have any questions, please do not hesitate to contact me at 1-508-860-6455. (Covid19 additional contact number between the hours of 6:30 a.m. and 2:30 p.m. Monday through Friday, 508-341-3366, personal cell number).

PLEASE ACKNOWLEDGE RECEIPT OF THIS EMAIL WITH A RETURN EMAIL. THANK YOU!

Respectfully,

Nadine J. Morancy
Real Estate Representative
Attachment: Easement & Sketch

Nadine J. Morancy
Real Estate Representative
Right of Way and Survey Engineering
nationalgrid | Business Services

1-508-860-6455
Nadine.morancy@nationalgrid.com

939 Southbridge Street, 2nd Floor, Worcester, Ma 01610
nationalgrid.com | Twitter | LinkedIn | Facebook

Please visit https://ngus.force.com/electric/s/ to enter or check the status of your National Grid Work Request online!

Please consider the environment before printing this email.

Advance notice of vacation: No vacation days booked

This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our UK Contacts Page or our US Contacts Page (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: https://www.nationalgrid.com/group/about-us/corporate-registrations

The Gardner Public Schools does not discriminate due to race, color, sex, gender identity, religion, national origin, sexual orientation, disability, age, homelessness or limited English proficiency.

6-3

GRANT OF EASEMENT

CITY OF GARDNER, a municipal corporation having a mailing address of 95 Pleasant Street, Gardner, Massachusetts 01440, (hereinafter referred to as the Grantor), for consideration of One ($1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles and one (1) anchor, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Gardner, Worcester South County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

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

Property Address: 200 Catherine Street, Gardner, MA (Southern Worcester County)

WR #28733033

05 GARDMA GEN

Address of Grantees:
Mass El. – 40 Sylvan Road, Waltham, Massachusetts 02451

Return to:
Nadine J. Morancy
National Grid USA
Service Company, Inc.
939 Southbridge Street
Worcester, MA 01610

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of Gardner has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by, Elizabeth Kazinskas its Mayor, being thereto duly authorized this _____ day of _____, 2020.

CITY OF GARDNER
Acting by and through its
Mayor

_____
By: Elizabeth Kazinskas
Its: Mayor

WR #28733033

The provisions of Massachusetts
General Laws, Chapter 183
Section 6B, are not applicable.

Commonwealth of Massachusetts

County of _____} ss.

On this the _____day of _____, 2020, before me,
Day Month

_____the undersigned Notary Public,
Name of Notary Public

personally appeared ELIZABETH KAZINSKAS, proved to me through satisfactory evidence of identity, which was

_____,
Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement and acknowledged to me that she signed it voluntarily for its stated purpose, as the Mayor of the CITY OF GARDNER.

_____
Signature of Notary Public

_____
Printed Name of Notary

My Commission Expires_____

Place Notary Seal and/or Any Stamp Above

WR #28733033

The provisions of Massachusetts
General Laws, Chapter 183
Section 6B, are not applicable.

05 GARDMA GEN

CITY OF GARDNER

TO

MASSACHUSETTS
ELECTRIC COMPANY

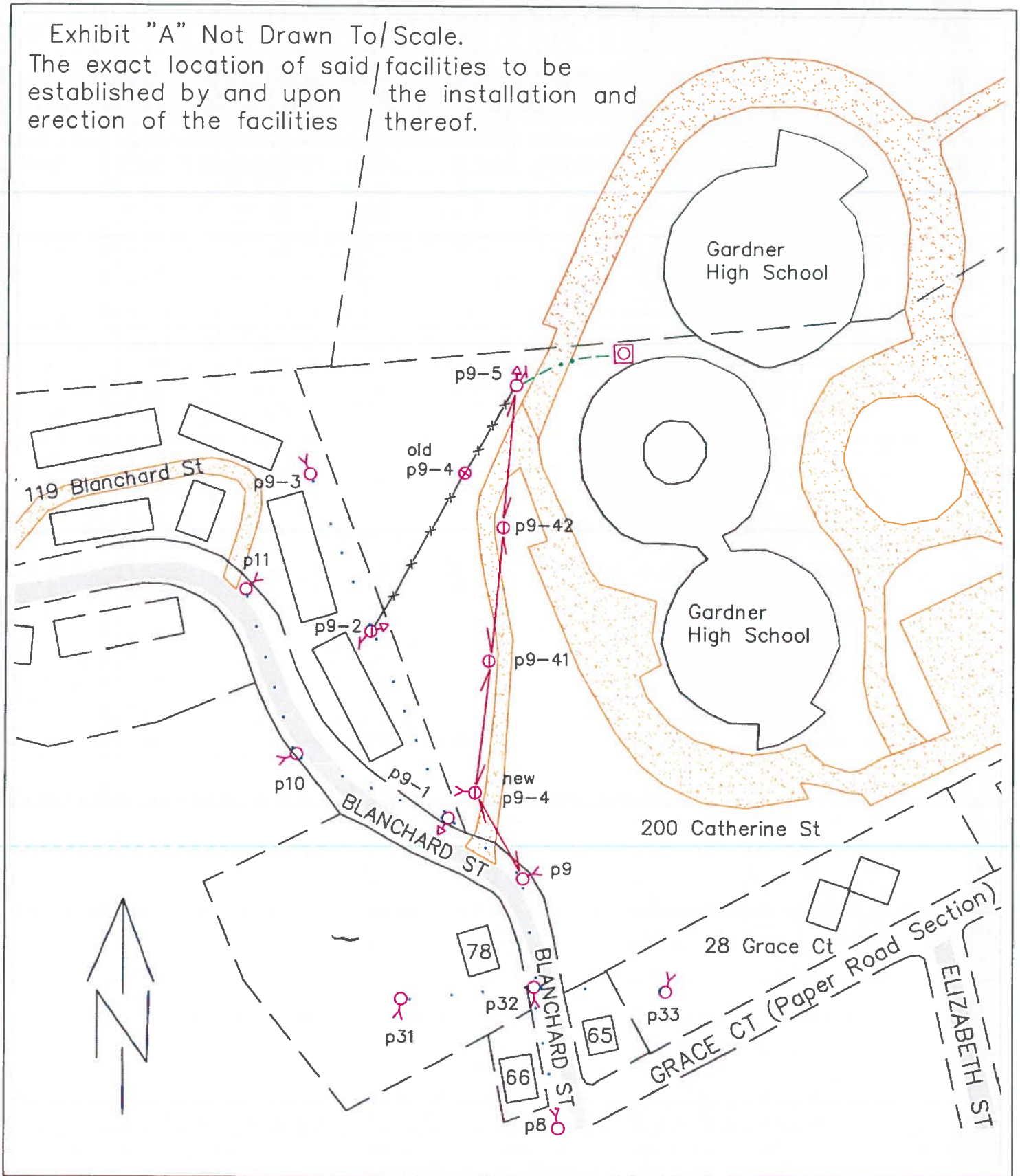
GRANT OF EASEMENT

RETURN TO:

NADINE J. MORANCY
NATIONAL GRID USA
SERVICE COMPANY, INC.
939 SOUTHBRIDGE STREET
WORCESTER, MA 01610

Approved By: _____

Exhibit "A" Not Drawn To Scale.
The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



LEGEND

- EXISTING JOINTLY OWNED POLE
- EXISTING JO ANCHOR & GUY
- PROPOSED JO POLE
- PROPOSED JO ANCHOR & GUY
- EXISTING POLE BEING REMOVED
- ANCHOR BEING REMOVED
- UNDERGROUND TRANSFORMER
- EXISTING UG WIRES
- LOT LINE & STREET R.O.W.
- EXISTING OVERHEAD WIRES
- PROPOSED OVERHEAD WIRES
- OH WIRES TO BE REMOVED
- STREET PAVEMENT
- DRIVEWAY
- BUILDING

Easement Sketch Forl New Poles, Anchors, & Overhead Wires At 200 Catherine St, Gardner, MA (Gardner High School)

Date: 05/21/2020
Designer: S.W. Soucy
Work Request:

Work Req# 28733033

nationalgrid