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 28 AM 11:50
CITY CLERK'S OFFICE
GARDNER, MA

September 28, 2020

FINANCE COMMITTEE MEETING NOTICE

Date: Wednesday, September 30, 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 30, 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 September 16, 2020 Meeting.

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 Appropriating $8,000.00 from Free Cash to City Misc. Capital Project – Land Purchase Expense (Ref: 6-1).

2-3 An Order Appropriating $36,000.00 from Free Cash to Animal Control Department New Vehicles Expense.

3-1 A Measure Confirming the Mayor's Appointment of Kristen Salerno to the position of Senior Animal Control Officer for term expiring September 25, 2021 *(Reappointment).*

3-2 A Measure Confirming the Mayor's Appointment of Cheryl Slack to the position of Animal Control Officer for term expiring September 25, 2021 *(Reappointment).*

5-1 An Order Relative to the November 3, 2020 State Election.

6-1 A Measure Authorizing a Purchase and Sale Agreement between the City of Gardner and Massachusetts Electric Company for a parcel of land located on Pearl Street.

6-2 A Measure Declaring Surplus for Purpose of Disposition a parcel of land off Woodland Avenue (Parcel R27-2-8B) (Ref: 2-2).

6-3 A Measure Authorizing the Mayor to lift the Deed Restrictions to land deeded to Henry Heywood Hospital recorded on March 26, 1998.

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 SEPTEMBER 16, 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; Human Resources Director Debra Pond; City Auditor John Richard; School Director of Facilities Wayne Anderson; DPW Director Dane Arnold; 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 July 29, 2020 and the September 2, 2020 Meetings, as printed.

2-1 An Order Appropriating $75,000.00 from Free Cash to Pool Filtration System.

Debra Pond, Greenwood Pool Administrator, informed the Committee that she is working with the Purchasing Department to obtain a written quote for the additional installation costs.

Councillor Walsh suggested that the Committee seek more time until it receives additional information.

The Mayor noted that it is easier to replace the system while there is water in the pool.

The Committee postponed action.

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.

2-2 An Order Authorizing the City to Borrow $250,000.00 for Route 140 Water Storage Tank Repairs.

DPW Director Dane Arnold informed the Committee that the tank was last painted in 2005 and power washing and painting is needed. An additional $50,000 is included in the Order for unanticipated repairs and/or replacements for the tank. He added that

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he is seeking a Loan since there is no certified Free Cash in the Enterprise Fund.

Councillor Walsh suggested that the proposed 25% contingency seems high.

Mr. Arnold stated that 25% represents the maximum contingency amount in the Bid, adding that he does not wish to have to come back to the City Council if more funds are needed.

On Councillor Walsh's question, Mr. Arnold informed the Committee that he anticipates that the Enterprise Fund's Free Cash would be certified later in the year and that borrowing for the project would be for a short term and be paid sooner.

Councillor Walsh questioned whether an inspection revealed any damage to the structure.

Mr. Arnold stated that the structure is fine and that the interior needs to be treated.

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

2-3 **An Order Authorizing the City to Borrow $450,000.00 for Replacing Pall Filters at Crystal Lake Water Treatment Facility.**

DPW Director Dane Arnold informed the Committee that the filters were last replaced in 2004-2005, that each has a life expectancy of 10-12 years, and that he was advised that the filters be replaced soon. The cost include the filters, labor, fittings, tubing, etc. and that the contract is via a sole-source procurement since the Crystal Lake Water Treatment Facility uses Pall filters, he said. He added that he would provide the Committee with the Quote from the Contractor.

Councillor Walsh requested to see the Sole Source Procurement exception from Chapter 30B. The Mayor said that the citation would be provided to the Committee.

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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, subject to receipt of the Sole Source Procurement exception under Chapter 30B and documentation of total project costs.

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

Councillor Walsh remarked that $185,000 for installation of the filters seems to be high.

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 Mayor informed the Committee that he spoke with Attorney Deb Phillips concerning the legal fees associated with the Lease (#10329) and the Easement Relocation (#10330) and reported that the total hasn't been computed, but that it is around $11k. He added that the final statement would be provided to the City Council in time for its meeting.

Councillor Walsh noted that the Committee is being asked to recommend action when it does not have the information before it – the legal fees and the Hospital's commitment to pay the legal fees. He added that the Committee's report with this information will not be adequate for the City Council.

President Kazinskas asked the Mayor to provide the information for Monday's Council meeting.

The Committee postponed action on the following Lease until the next meeting:

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

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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;

UNACCEPTED/UNCORRECTED PROOF

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;

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.

UNACCEPTED/UNCORRECTED PROOF

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).***
The Committee postponed action on Easement Agreement until the next meeting.

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).**
School Director of Facilities Wayne Anderson informed the Committee that he has no issues with the Easement.

Councillor Walsh questioned whether he was speaking on behalf of the Superintendent of Schools and Administration.

The Mayor stated that he spoke with the Superintendent and that he has no issues with the Easement.

Councillor Walsh requested that the Committee obtain written confirmation from the Superintendent.

The Mayor informed the Committee that he would obtain 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 adopt the following Measure:

GRANT OF EASEMENT

CITY OF GARDNER, a municipal corporation having a mailing address of 95 Pleasant Street, Gardner, Massachusetts 01440, (hereinafter referred to as the Grantor), for consideration of One ($1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but

UNACCEPTED/UNCORRECTED PROOF

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 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,

UNACCEPTED/UNCORRECTED PROOF

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.

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 12:22 p.m.

UNACCEPTED/UNCORRECTED PROOF

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.

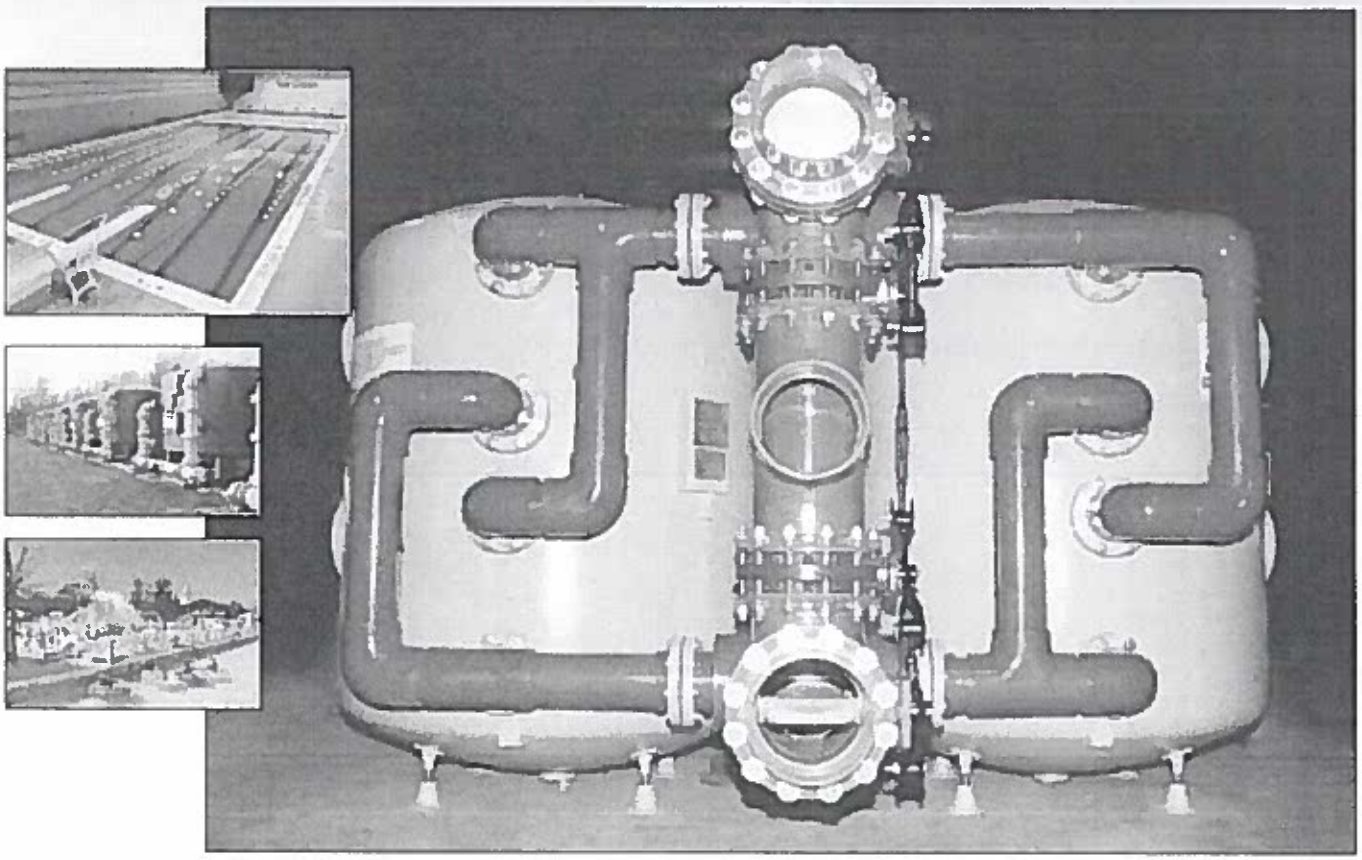
10326

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

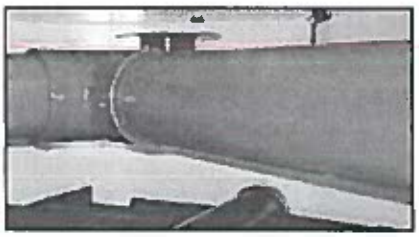
SINGLE TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK WASH
1U-1C-36	7.07	21.21	35.35	53.03	106.05	141.40	3"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

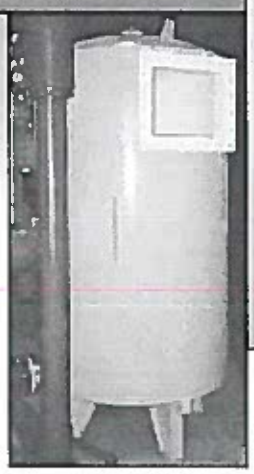
DUAL TANK								
MODEL NUMBER	FILTER AREA	FLOW RATE G.P.M./SQ. FT.					PIPE CONNECTION (FOR 3 TO 15 GPM)	
	SQ. FT	3 G.P.M. FILTER RATE	5 G.P.M. FILTER RATE	7.5 G.P.M. FILTER RATE	15 G.P.M. FILTER RATE	20 G.P.M. FILTER RATE	INFLUENT/ EFFLUENT	BACK-WASH
2U-2C-36	14.04	42.12	70.20	105.30	210.60	280.00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

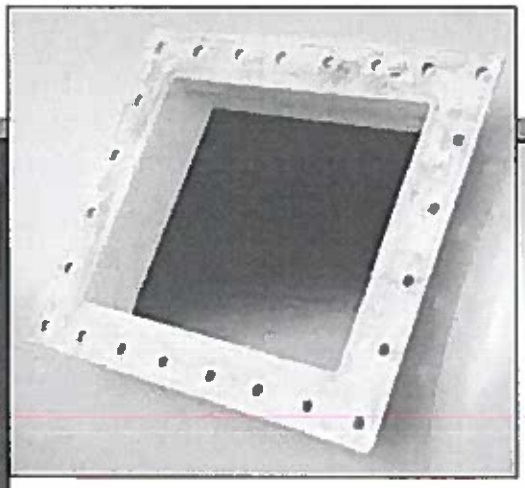
Face Piping

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.

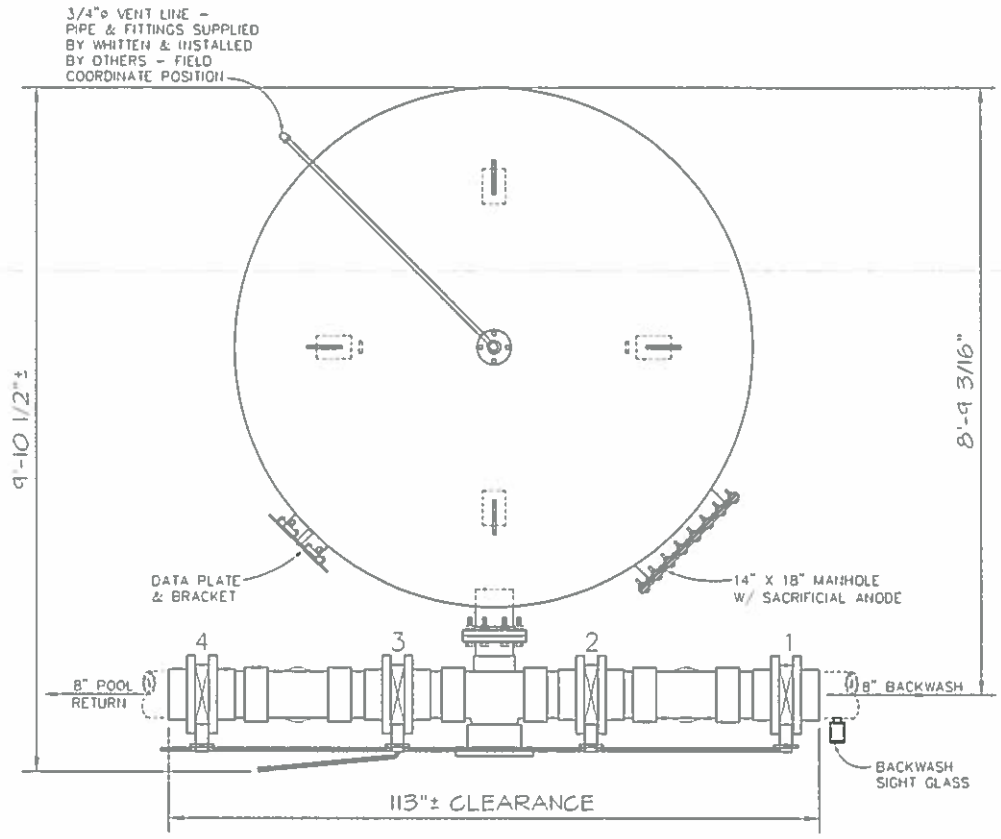
Access Hatch

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.

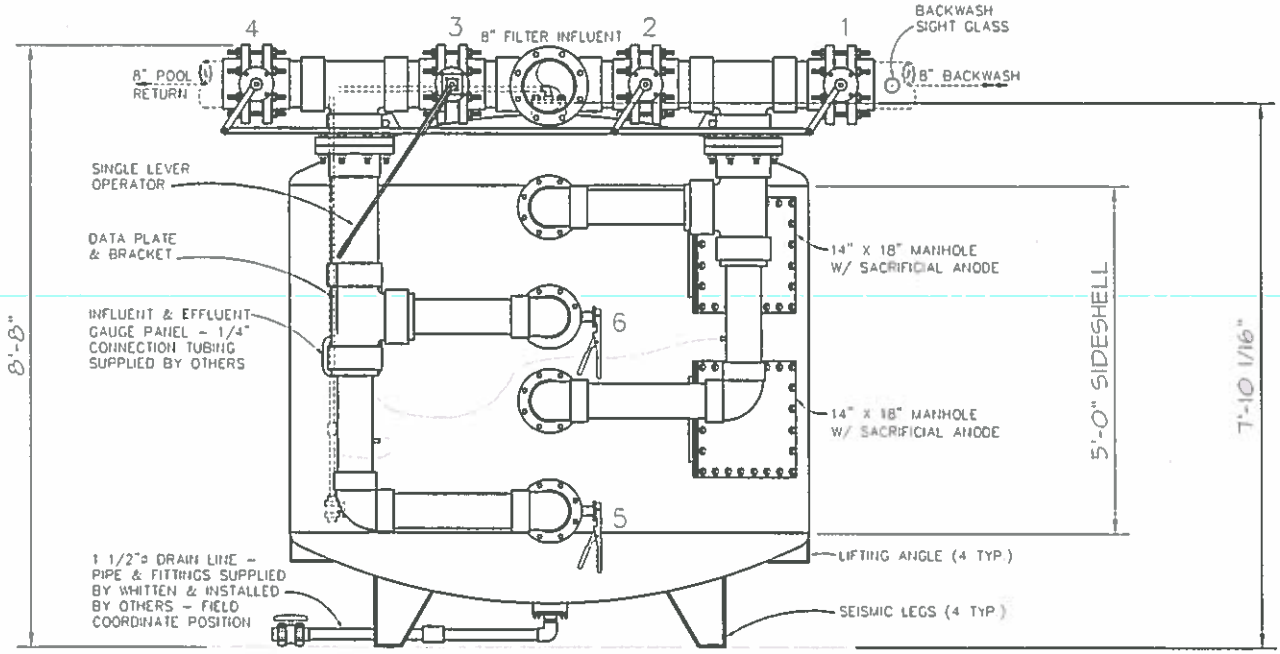




10326



PLAN VIEW



ELEVATION

1U-2C-90 MULTI-CELL FILTER

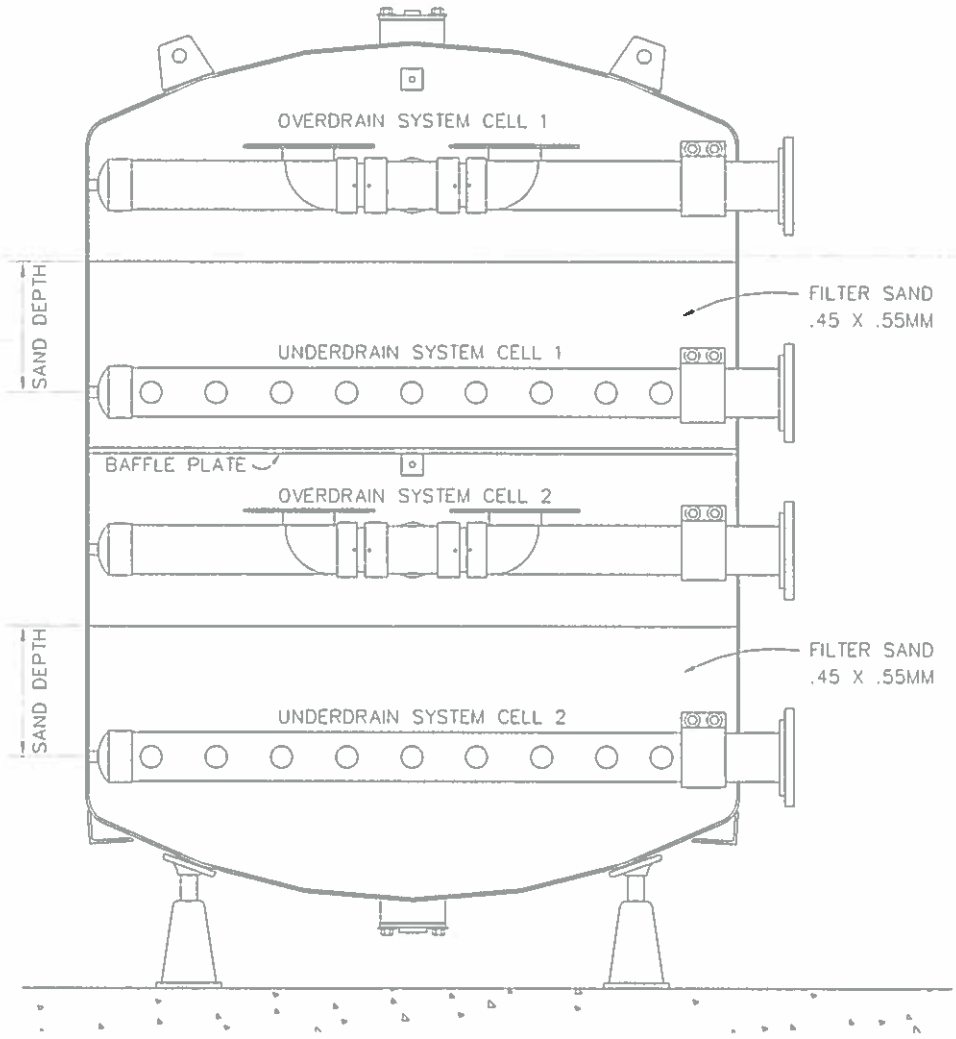
DATE: -
JOB NO.: -
FILE NO: -

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

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

ORDERED:

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

2-2

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

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

September 28, 2020

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

RE: Approval of Purchase

Dear President Kazinskas and Councilors,

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

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

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

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

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

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

ORDERED:

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

2-3

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

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

September 28, 2020

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

RE: Appropriation for Animal Control Vehicle

Dear President Kazinskas and Councilors,

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

Respectfully,

Michael J. Nicholson
Mayor, City of Gardner

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

2-3

CITY OF GARDNER POLICE DEPARTMENT

Richard A. Braks
Chief of Police

200 Main Street
Gardner, Massachusetts 01440

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

September 28, 2020

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

Mayor Nicholson,

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

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

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

Respectfully,

Richard A. Braks
Chief of Police

cc. file

2-3

CHROMEDATA
An Autodata Solutions Brand

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

Selected Model and Options

MODEL

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

$ 29,350

COLORS

CODE	DESCRIPTION
YZ	Oxford White

3% OFF MSRP

ENGINE

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

TRANSMISSION

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

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
101A	Order Code 101A	$0.00

AXLE RATIO

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

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
YZ	Oxford White	$0.00

SEAT TYPE

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

SEATING ARRANGEMENT

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

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

2-3

CHROMEDATA
An Autodata Solutions Brand

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

ADDITIONAL EQUIPMENT - EXTERIOR

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

ADDITIONAL EQUIPMENT - INTERIOR

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

$ 1230
.03
36.90

$ 1230
− 36.90
1193.10

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

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

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

GRAPHICS ?
$ 500-600

$ 34,933
+ 600

$ 35,533

CHROMEDATA
An Autodata Solutions Brand

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

Standard Equipment

Mechanical

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

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

3.73 Limited-Slip Axle Ratio (STD)

50-State Emissions System

Automatic Full-Time All-Wheel

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

250 Amp Alternator

3400# Maximum Payload

GVWR: 8,670 lbs

Front Anti-Roll Bar

Electric Power-Assist Steering

25.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

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

Exterior

Wheels: 16" Silver Steel w/Exposed Lug Nuts

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

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Bumper w/1 Tow Hook

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Side Mirrors w/Convex Spotter and Manual Folding

Short-Arm Manual-Folding Power Adjust Mirrors

Light Tinted Glass

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

CHROMEDATA
An Autodata Solutions Brand

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

Exterior

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Front License Plate Bracket

Sliding Rear Passenger Side Door

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Fully Automatic Aero-Composite Halogen Auto High-Beam Headlamps

Laminated Glass

Entertainment

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

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

Streaming Audio

Fixed Antenna

Bluetooth Wireless Phone Connectivity

1 LCD Monitor In The Front

Interior

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

4-Way Driver Seat

4-Way Passenger Seat

Manual Tilt/Telescoping Steering Column

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

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

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

Manual Air Conditioning

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert

Front Cloth Headliner

Urethane Gear Shifter Material

Vinyl Front Bucket Seats

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

CHROMEDATA
An Autodata Solutions Brand

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

Interior

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

Front Map Lights

Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Cargo Space Lights

Instrument Panel Bin, Driver And Passenger Door Bins

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

Power Door Locks w/Autolock Feature

Analog Display

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

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

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos

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

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

Low Tire Pressure Warning

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

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

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

Back-Up Camera

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

CHROMEDATA
An Autodata Solutions Brand

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

WARRANTY

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

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

3-1

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

September 25, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

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

_____ *Mayor*
Michael J. Nicholson

Confirmed by City Council_____

_____City Clerk
Alan L. Agnelli

Expires: September 25, 2021

*Worcester, ss.,*_____

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

Before me,

_____*City Clerk*

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

3-2

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

September 25, 2020

Commonwealth of Massachusetts

Worcester County **City of Gardner**

CERTIFICATE OF APPOINTMENT

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

Mayor
Michael J. Nicholson

Confirmed by City Council_____

_____City Clerk
Alan L. Agnelli

Expires: September 25, 2021

*Worcester, ss.,*_____

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

Before me,

_____*City Clerk*

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

5-1

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 3, 2020 STATE ELECTION ORDER

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

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

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

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

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

SUMMARY

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

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

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

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

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

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

QUESTION 2: Law Proposed by Initiative Petition

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

SUMMARY

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

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

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

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

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

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

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

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

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

BY ORDER OF THE CITY COUNCIL

6-1

PURCHASE AND SALE AGREEMENT

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

1. PROPERTY.

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

2. TITLE; DEED.

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

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

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

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

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

3. PURCHASE PRICE.

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

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

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

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

4. CLOSING.

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

5. POSSESSION AND CONDITION.

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

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

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

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

6. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.

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

7. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.

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

8. BUYER'S ELECTION TO ACCEPT TITLE.

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

9. INDEMNITY; DISCLAIMER OF WARRANTIES.

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

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

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

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

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

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

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

10. APPORTIONMENTS.

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

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

11. INSURANCE.

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

12. BENEFITS AND OBLIGATIONS; NO THIRD PARTY BENEFICIARIES.

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

13. DEFAULT; DAMAGES.

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

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

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

14. ACCEPTANCE OF DEED.

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

15. CONSTRUCTION OF AGREEMENT.

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

16. LIABILITY OF A SHAREHOLDER, TRUSTEE OR BENEFICIARY.

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

17. ACCESS; INSPECTION.

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

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

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

18. TITLE.

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

19. NOTICE.

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

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

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

If to Seller: Massachusetts Electric Company

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

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

20. BROKERAGE.

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

21. CLOSING COSTS.

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

22. REPRESENTATIONS AND WARRANTIES.

(a) Seller's Representations and Warranties.

Seller hereby represents and warrants to Buyer that:

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

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

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

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

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

(b) Buyer's Representations and Warranties.

Buyer hereby represents and warrants to Seller that:

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

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

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

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

23. NO ASSIGNMENT.

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

24. NO RECORDING.

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

25. NO OFFER.

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

26. TIME OF THE ESSENCE.

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

[Signature Page Follows]

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

SELLER:	MASSACHUSETTS ELECTRIC COMPANY
	By: _____ Name: Title:
BUYER:	CITY OF GARDNER
	By: _____ Name: Title:
ESCROW AGENT:	FLICK LAW GROUP, P.C.
	By: _____ Name: John M. Flick, Esq.

6-1

EXHIBIT A

DEED

W.C. / JARD.

Ev 13

33621

City of Gardner

to

Gardner Electric Light Company

120

WARRANTY DEED.

See Plan Book 52, Plan 56.

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

Attest:- Chester S. Bavis

Register.

Mail to N.E. Power Co.

49

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

APPROVED VAC

RECORD BY R.J.H.
Compared

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

6-1

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

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

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

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

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

City of Gardner.

By _____
Mayor

6-1

COMMONWEALTH OF MASSACHUSETTS.

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

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

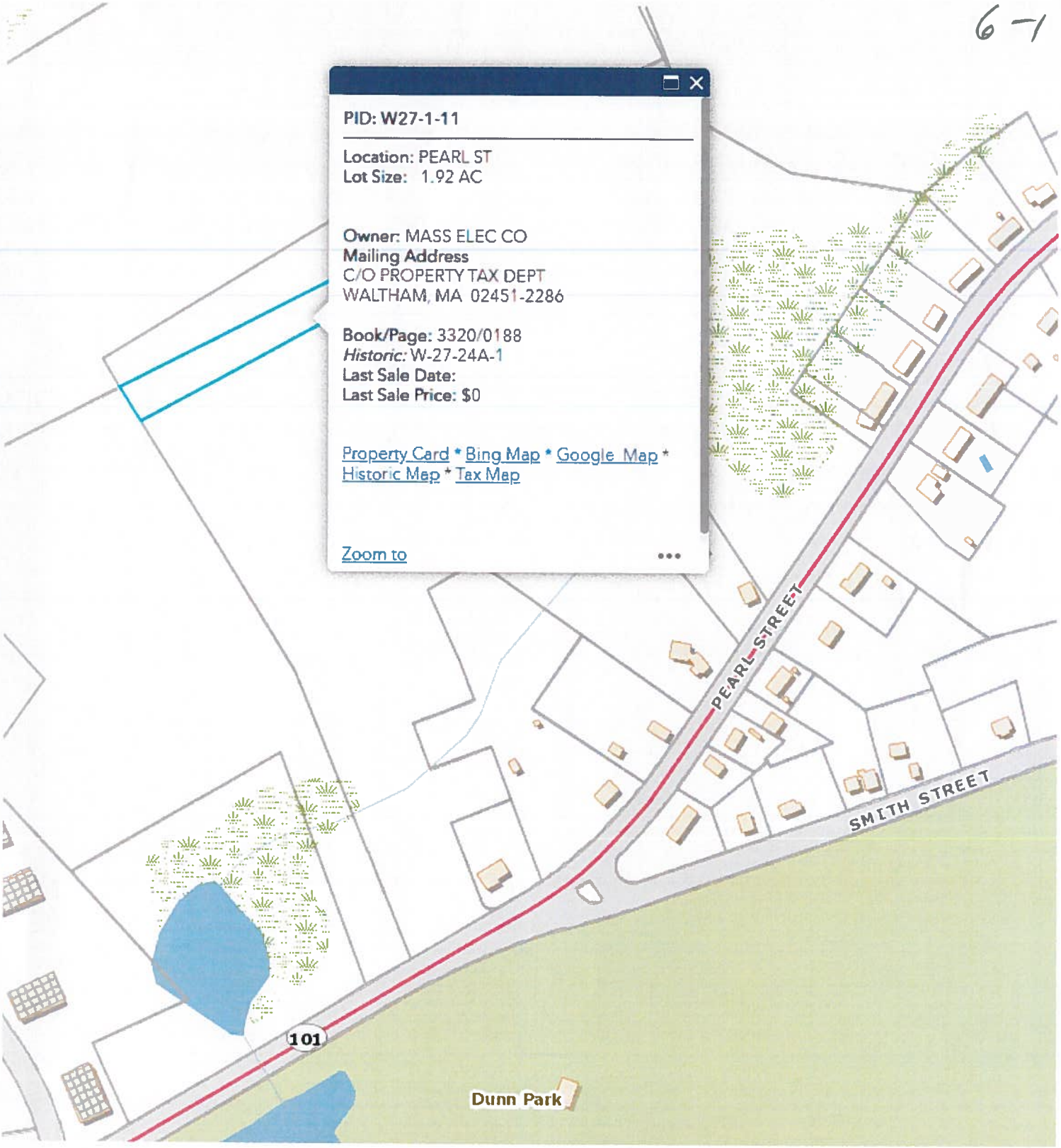
C. W. H. Loughlin
Notary Public.
My Commission expires Mar 8. 1929

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

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

Benjamin F. Holden
Clerk.

6-1


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

City Owned

Land to Be Purchased

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

CURRENT OWNER

MASS ELEC CO

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

TOPO	UTILITIES	STRT / ROAD	LOCATION

SUPPLEMENTAL DATA

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

CURRENT ASSESSMENT

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

316

GARDNER, MA

VISION

RECORD OF OWNERSHIP

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

PREVIOUS ASSESSMENTS (HISTORY)

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

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

APPRAISED VALUE SUMMARY

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

NOTES

Total Appraised Parcel Value 3,800

BUILDING PERMIT RECORD

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

VISIT / CHANGE HISTORY

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

LAND LINE VALUATION SECTION

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

6-1

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

CONSTRUCTION DETAIL

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

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
1320	Vacant Land Unb	100
		0
		0

COST / MARKET VALUATION

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

No Sketch

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

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

BUILDING SUB-AREA SUMMARY SECTION

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

67

6-2

DECLARING SURPLUS FOR PURPOSE OF DISPOSAL

LAND OFF WOODLAND AVENUE

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

6-2

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 SEP 23 AM 11:15
CITY CLERK'S OFFICE
GARDNER, MA

September 24, 2020

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

RE: Request for Declaration of Land Available for Disposition

Dear President Kazinskas and Councilors,

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

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

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

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

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

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

Property Location WOODLAND AVE OFF
Vision ID 7067 Account #

Map ID R27/ 2/ 8B/ /
Bldg # 1

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

State Use 9550
Print Date 12/19/2019 7:32:34 P

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

SUPPLEMENTAL DATA

Alt Prcl ID
Sub-Div
Photo
Ward
Prec.

GIS ID M_159977_926225 Assoc Pid#

CURRENT ASSESSMENT

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

316

GARDNER, MA

VISION

RECORD OF OWNERSHIP

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

PREVIOUS ASSESSMENTS (HISTORY)

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

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

NOTES

APPRAISED VALUE SUMMARY

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

BUILDING PERMIT RECORD

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

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result

LAND LINE VALUATION SECTION

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

6-2

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

CONSTRUCTION DETAIL

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

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

MIXED USE

Code	Description	Percentage
9550	Hospital V	100
		0
		0

COST / MARKET VALUATION

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

No Sketch

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

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

BUILDING SUB-AREA SUMMARY SECTION

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

6-2

6-2

Heywood Hospital

Member of the Heywood Healthcare Family

September 23, 2020

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

Dear Mayor Nicholson,

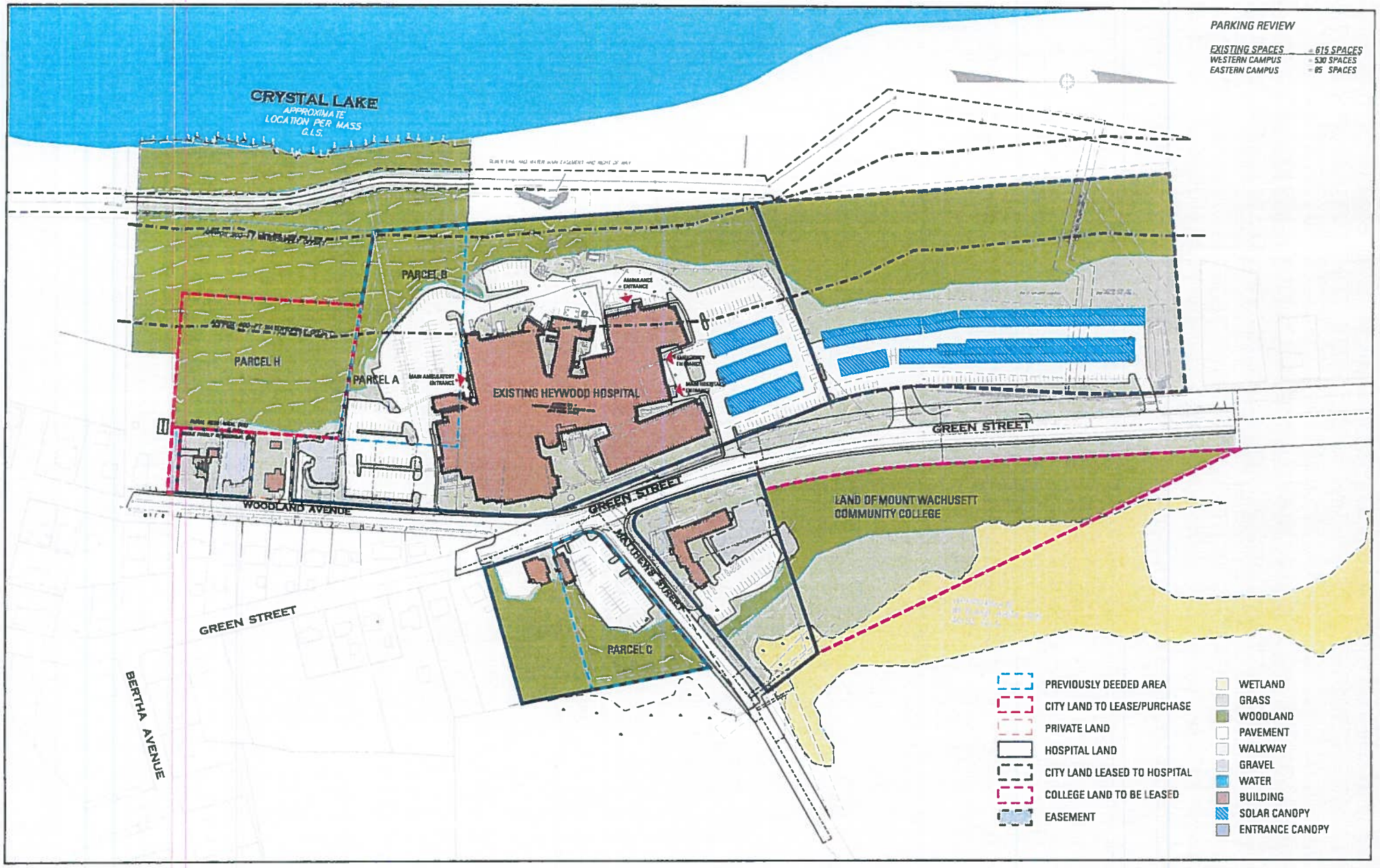
Heywood Hospital respectfully requests to enter into a lease agreement for land identified as Parcel H, a certain parcel of land situated west of Woodland Avenue, in Gardner Worcester County Massachusetts, and shown on the attached Exhibit Plan.

See attachment – Exhibit Plan.

Respectfully Submitted,

Win Brown

Win Brown, President and CEO
Heywood Healthcare



HEYWOOD HOSPITAL EXISTING CONDITIONS SITE PLAN

62

Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Heywood Hospital

Presentation to the City of Gardner
Finance Committee
October 1, 2020

Heywood Hospital's Requests to Gardner City Council

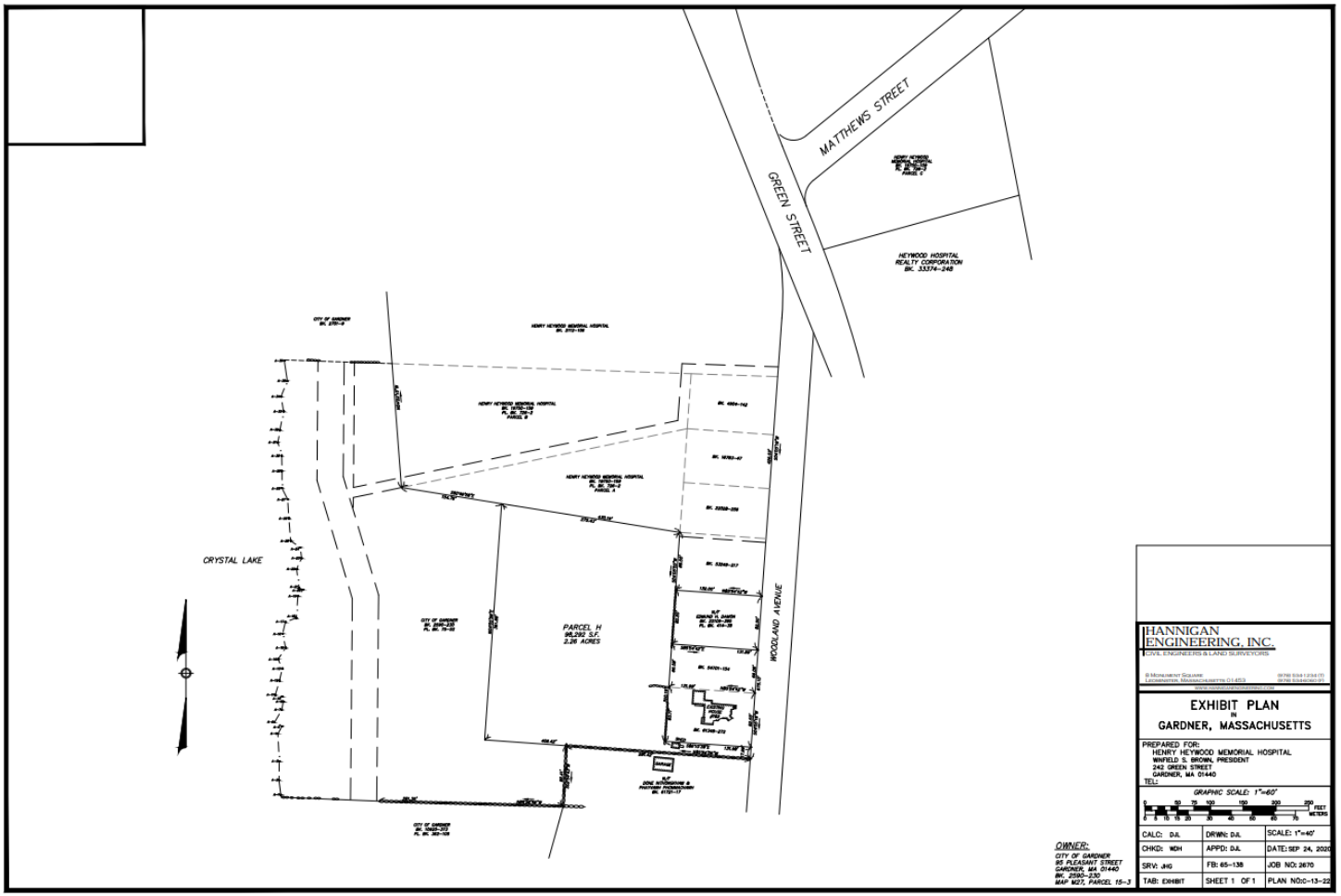
1. Removal of Deed Restrictions, Parcel A, B, C
2. Land Lease Agreement, Parcel H

Proposal Summary

- In support of the expansion of perioperative services, Heywood Hospital respectfully requests (1) the removal of deed restrictions on Parcels A, B, and C, and (2) to lease land, see Parcel H.

- This proposal ensures community/patient access to surgical services locally, supports health system viability, contributes to regional economic growth, and continued service to the community.

Exhibit Plan



Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

About Heywood Hospital

- Member of Heywood Healthcare Family:
  - Heywood Hospital
  - Athol Hospital
  - The Quabbin Retreat
  - Heywood Medical Group (12 locations)
- Licensed for 134 beds offering wide array of services, including:
  - Inpatient and outpatient care
  - Primary and specialty care
  - Medical and surgical care
  - Mental health and substance use care
  - School-based services

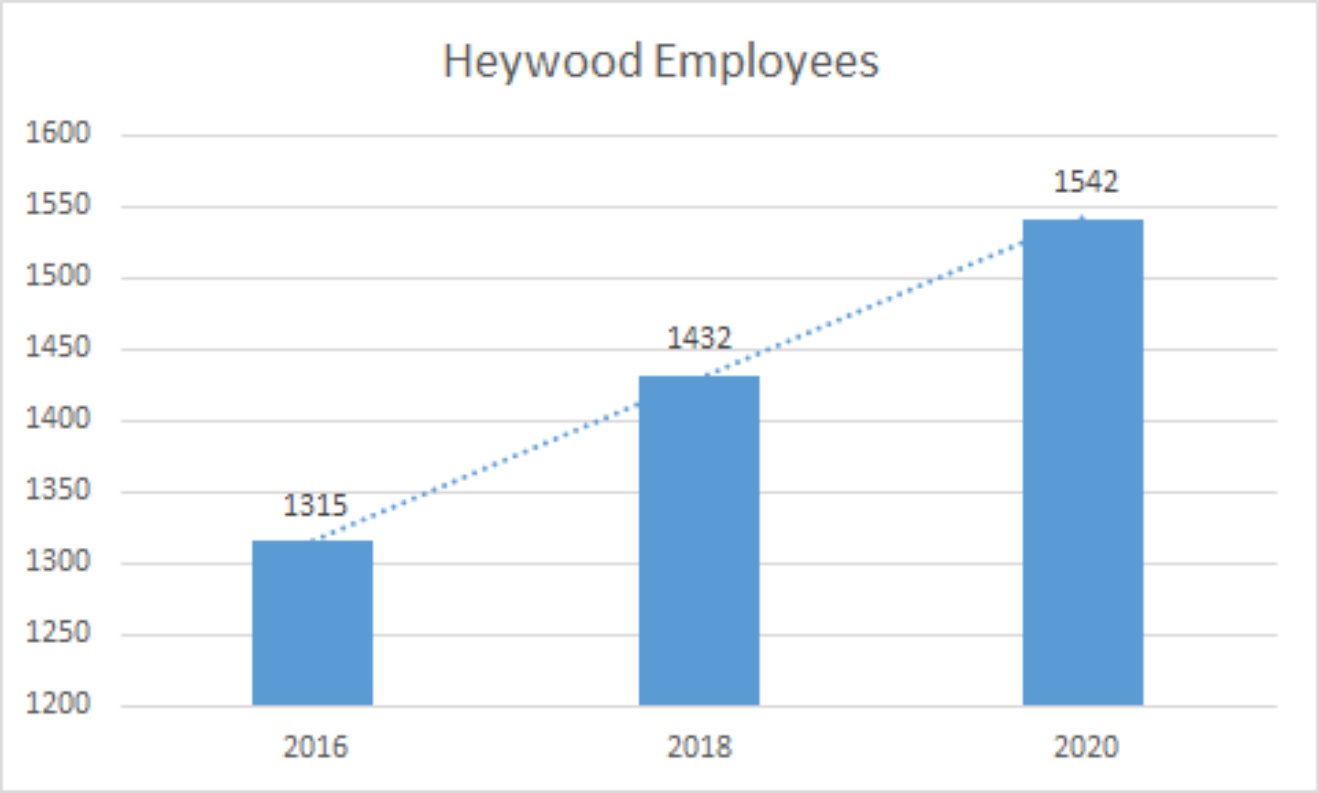
- Heywood Healthcare is the region's largest employer
  - 1,400+ employees and active medical staff of 250
  - $50,000 median salary

- $50 million planned in facility improvements over next 3 years

Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETRE

Employment Growth



Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Heywood Hospital: Perioperative Services

Services Provided:

- General Surgery
- Bariatric Surgery
- OB/GYN
- Urology
- Orthopedics
- ENT
- Cardiology
- Interventional Radiology
- Gastroenterology
- Interventional Pain
- Podiatry

The Heywood Center for Weight Loss and Bariatric Surgery

Transportation is not easily accessible for many patients in our service area. Therefore, traveling to a tertiary center for procedures such as screening colonoscopies, total joint replacements or weight loss surgery, can be very challenging.

Joint Replacement

Rebuilding knees, hips and shoulders

Sports Medicine

Restoring athletes of all ages

Workplace Injury

Minimizing the impact of an injury

Fracture & Trauma

Accidents, injuries, breaks, & sprains

Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Heywood Hospital: Perioperative Services

2017

- Recruitment successes achieved in orthopedics, general surgery and OBGYN
- Center for Weight Loss established w/ launch of bariatric surgery program
- Anterior hip replacement offered

2018

- Bariatric Service receives Center of Excellence designation
- OR running at maximal utilization w/ surgical volume at record high level
- Elective operating hours extended in effort to accommodate demand for surgical services
- Additional jobs created

2019

- Launched Endoscopic Retrograde Cholangio-Pancreatography (ERCP) Service
- Enrolled in nationwide surgical quality improvement program (ISCR)
- OR continues to function at maximum capacity

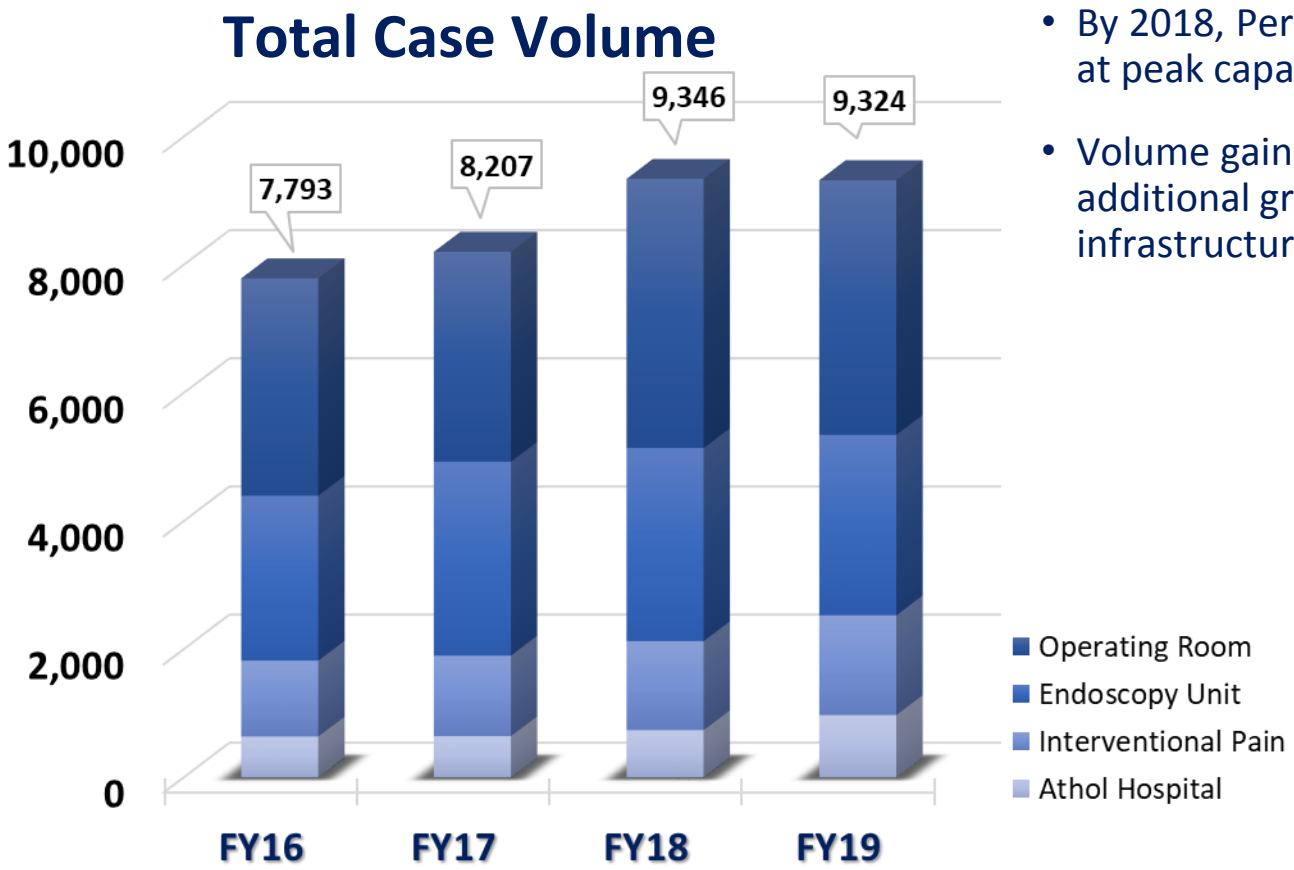
2020

- Emergency surgical care provided without interruption during pandemic
- Heywood Hospital receives Best Maternity Hospital designation by Newsweek magazine

American College of Surgeons
Inspiring Quality: Highest Standards, Better Outcomes
MBSAQIP®
METABOLIC AND BARIATRIC SURGERY ACCREDITATION AND QUALITY IMPROVEMENT PROGRAM

Heywood Healthcare
ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Heywood Hospital: Perioperative Services



- By 2018, Perioperative Services running at peak capacity w/ maximal utilization
- Volume gains sustained in 2019, but additional growth precluded by infrastructure limitations

Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Perioperative Services: Current Infrastructure

- Operating rooms constructed in 1960
- 4 ORs and 1 procedure room ranging from 300sf to 400sf
- 2 endoscopy procedure rooms
- 8 bay recovery room
- 12 cubicle surgery admission/discharge rooms

Admission and Discharge Cubicle

Operating Room

Recovery Room Bays

Heywood Healthcare

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Heywood Hospital: Rendering of the New Surgical Pavilion

Heywood Healthcare

ATHOL HOSPITAL | HEYWOOD HOSPITAL | HEYWOOD MEDICAL GROUP | QUABBIN RETREAT

Surgical Pavilion Community Benefits

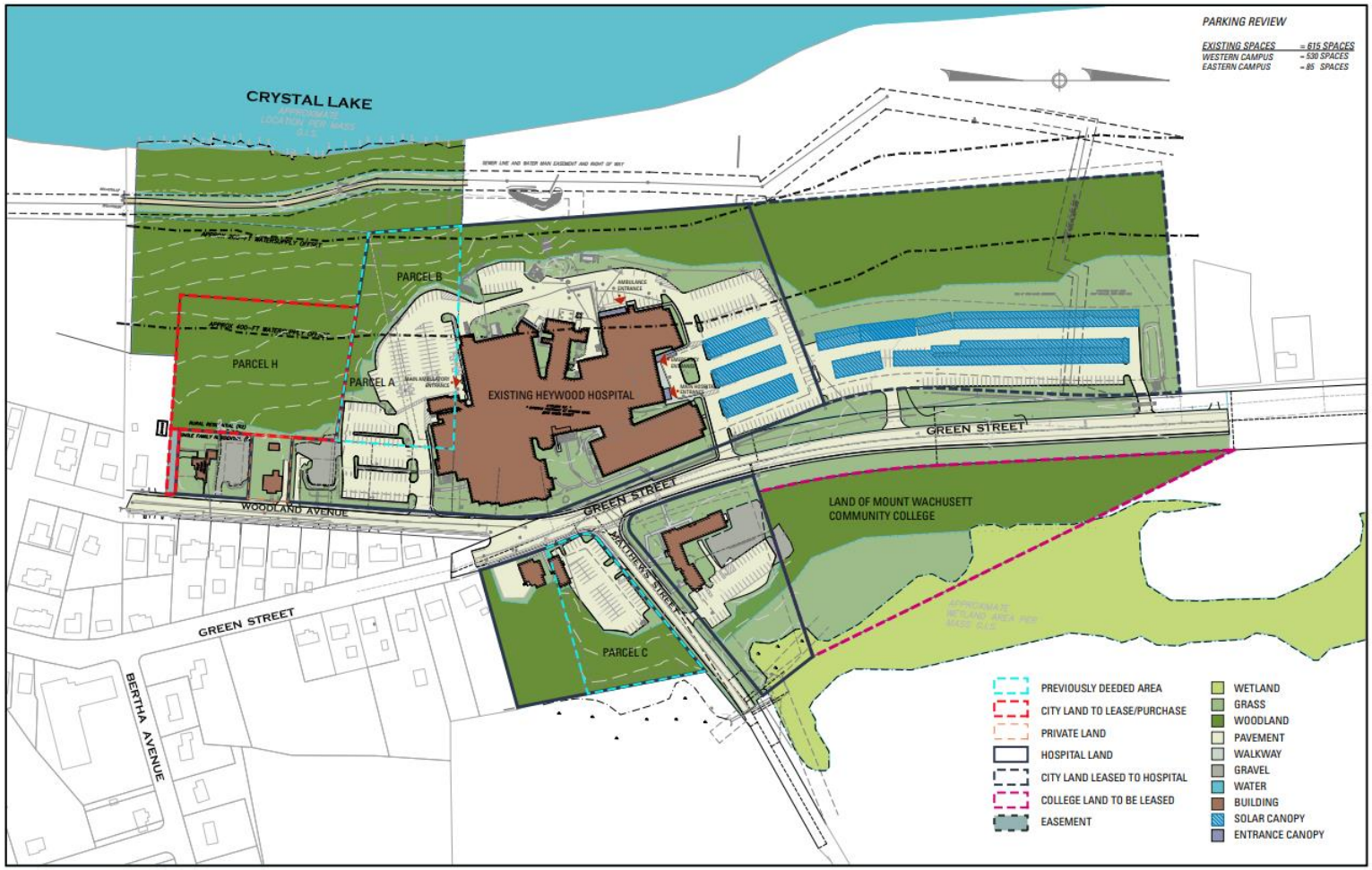
- Improve current infrastructure to support volume & incremental growth
- Improve infrastructure to support local access to advanced technologies and innovative procedures (e.g., robotically-assisted prostatectomy, urogyn procedures)
- Long-term health system financial viability
- Maintain local control
- Economic contributor
- Attracts talent (physician & specialist recruitment)

Surgical Pavilion: Major Project Components

Location/Land Use and Justification-

- Parcels A, B, C, H / South Side

Heywood Hospital: Existing Site Plan



Heywood Healthcare

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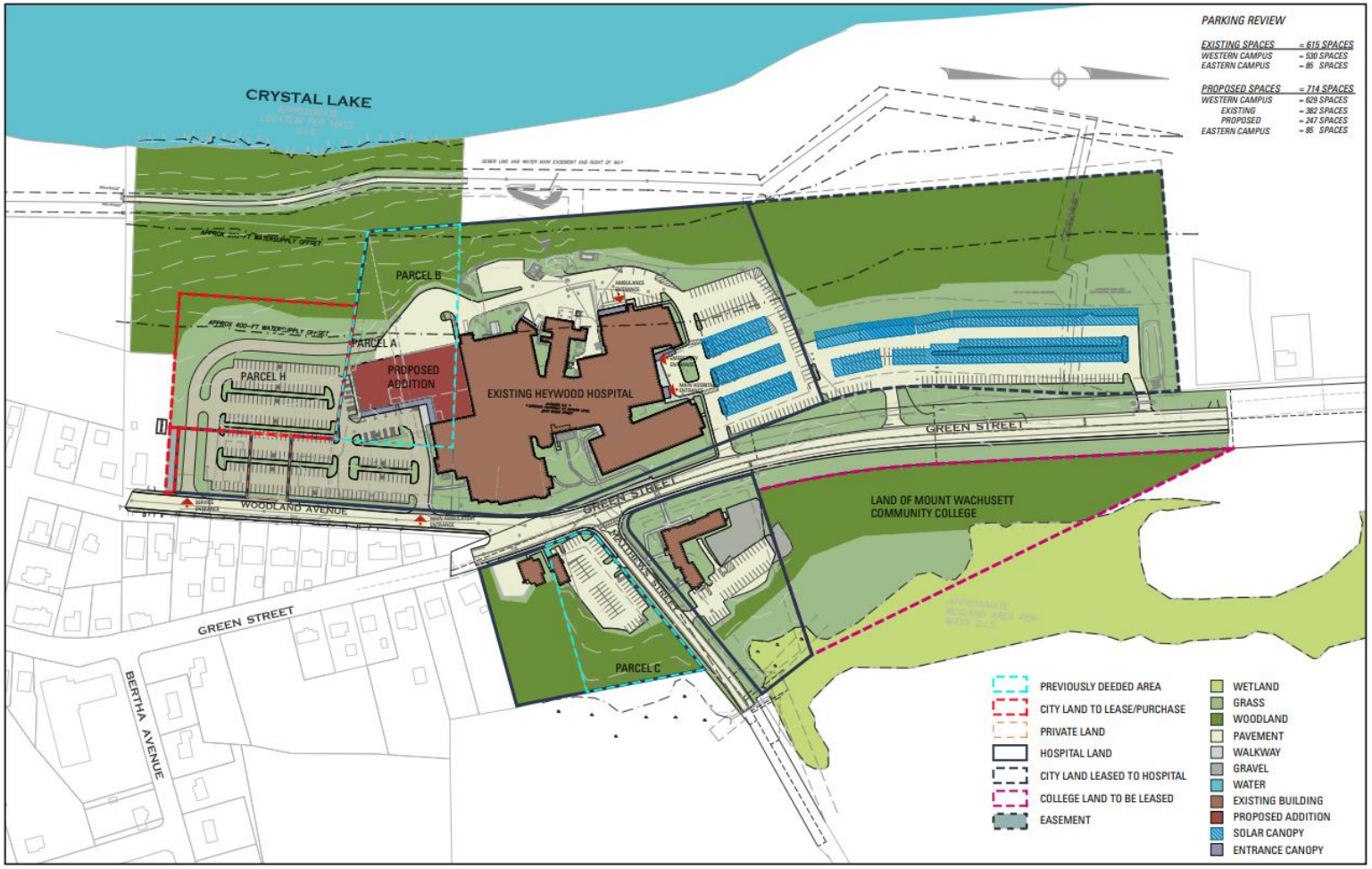
Heywood Hospital: Proposed Near Term Improvements



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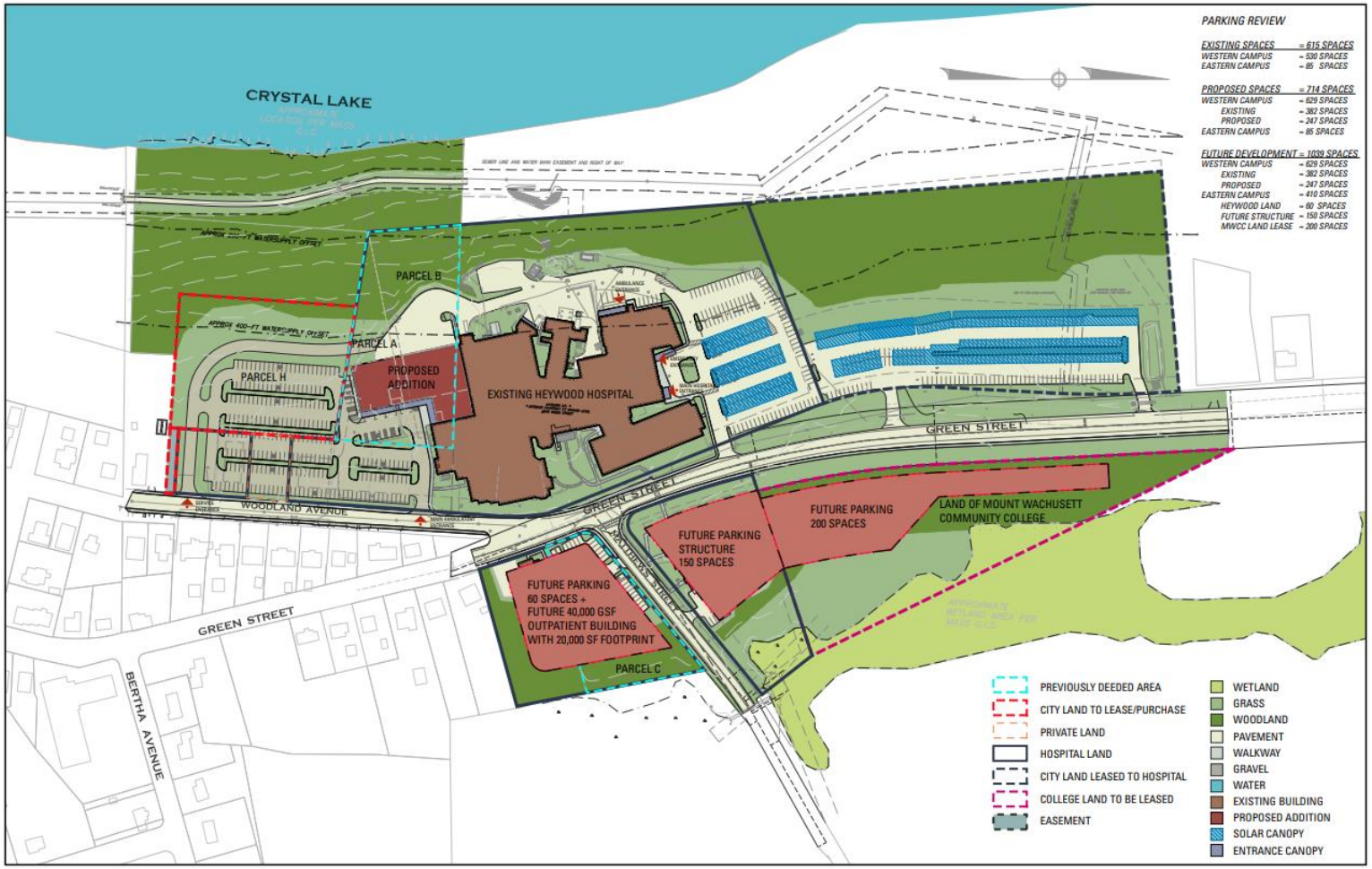
Heywood Hospital: Long Term Master Site Plan



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Protecting the Environment & Watershed of Crystal Lake

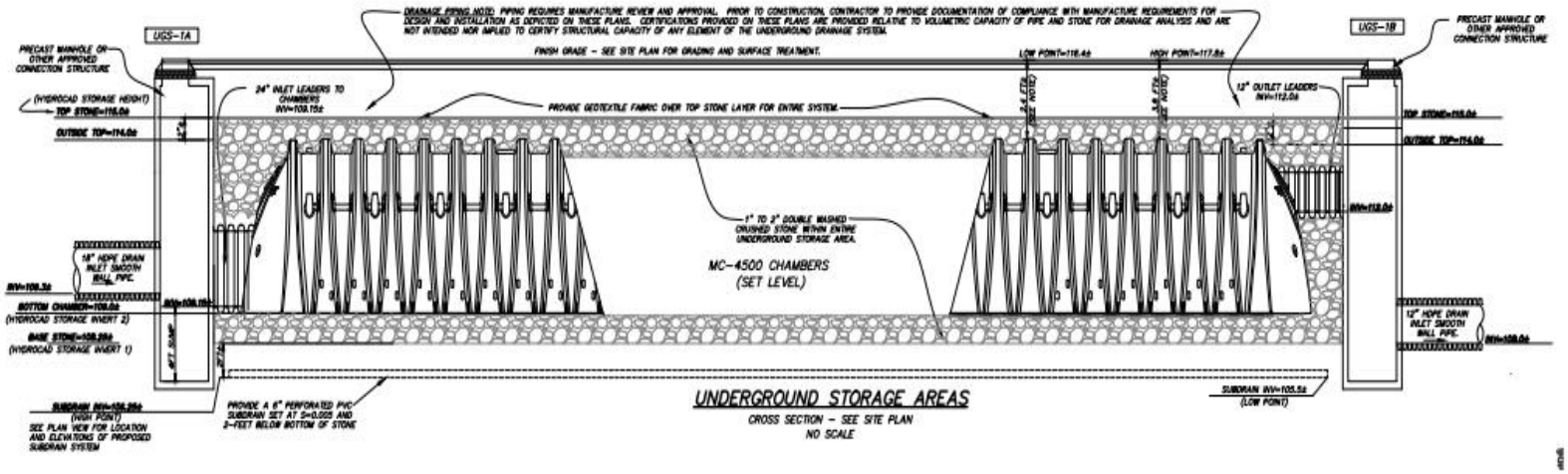
Chapter 675 Article V Sec. 550 F Use Regulations:

Part (2) Uses prohibited in Zone A, but allowed in Zone B and C+

e. Land uses that result in the rendering impervious of more than 15%, or more than 20% with artificial recharge, or 2,500 square feet of any lot, whichever is greater

The creation of new impervious area is outside Zone A. A Special Permit will be required from the Planning Board for the rendering impervious of more than 20% of the land, which will include artificial recharge as part of the drainage system, including measures for pretreatment of the storm water prior to infiltration.

Drainage Plans: Infiltration System



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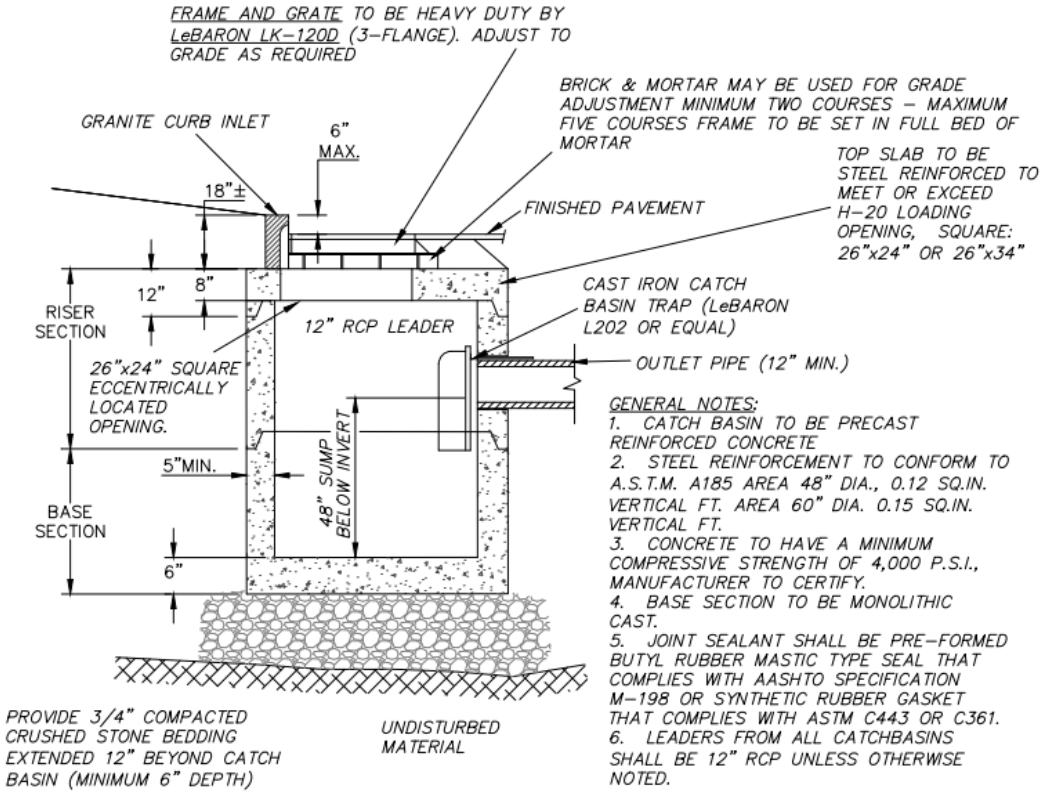
Drainage Plans: Deep Sump Catch Basin



TYPICAL PRECAST CATCH BASIN

WITH GRANITE CURB INLET
NO SCALE

Drainage Plans: Rain Garden

PLANTING LIST AND NOTES

APPROXIMATE SPECIES MIX

RED CHOKEBERRY	BLUEJOINT	COMMON JUNIPER	RIVER BIRCH	BLACK GUM
SWEET PEPPERBUSH	BROOMSEDGE	CREEPING JUNIPER	GRAY BIRCH	LONDON PLANE–TREE
RED OSLER DOGWOOD	FOX SEDGE	SPICEBUSH	WHITE ASH	SYCAMORE
SPINDLE TREE	TUFTED HAIRGRASS	BAYBERRY	GREEN ASH	EASTERN COTTONWOOD
WITCH HAZEL	MANNAGRASS	NORTHERN WILD RAISIN	MALDENHAIR TREE	SWAMP WHITE OAK
COMMON ST. JOHN'S WORT	ENGLISH IVY	ARROW–WOOD	HONEYLOCUST	SCARLET OAK
INKBERRY	BIRDSFOOT–TREFOLL	NINEBERK	EASTERN RED CEDAR	BUR OAK
WINTERBERRY	BEADFERN	RED MAPLE	SWEET GUM	PINE OAK
NANNYBERRY	JAPANESE PACHYSANDRA	SWITCH GRASS	LARGE PERIWINKLE	WILLOW OAK
REDTOP	SWEETSPIRE	SHADBUSH	COMMON PERIWINKLE	BALD CYPRESS

NOTES:

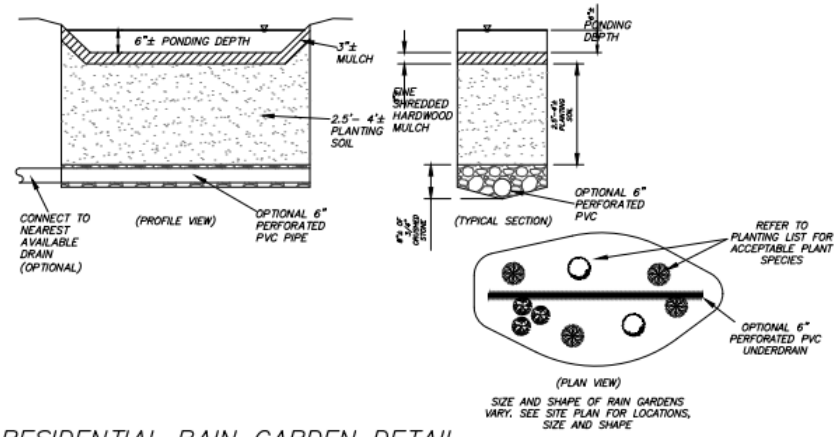
1. THE PLANTING PLAN SHALL INCLUDE A MIX OF HERBACEOUS PERENNIALS, SHRUBS AND (IF CONDITIONS PERMIT) UNDERSTORY TREES THAT CAN TOLERATE INTERMITTENT PONDING, OCCASIONAL SALINE CONDITIONS DUE TO ROAD SALT, AND EXTENDED DRY PERIODS.

2. INVASIVE OR EXOTIC SPECIES ARE PROHIBITIED

3. REFER TO MASSACHUSETTS STORMWATER HANDBOOK (VOLUME 2, CHAPTER 2) FOR ADDITIONAL INFORMATION REGARDING PLANT SPECIES SUITABLE FOR USE IN BIORETENTION.

PLANTING SOIL NOTES

1. THE SOIL MIX SHALL BE A MIXTURE OF SAND COMPOST AND SOIL AS FOLLOWS: 40% SAND, 20–30% TOPSOIL AND 30–40% COMPOST.
2. THE SOIL MIX MUST BE UNIFORM, FREE OF STONES, STUMPS, ROOTS OR SIMILAR OBJECTS LARGER THAN 2". CLAY CONTENT SHALL NOT EXCEED 5%
3. SOIL PH SHOULD BE BETWEEN 5.5–6.5
4. USE SOILS WITH 1.5% TO 3% ORGANIC CONTENT AND MAXIMUM 500–PPM SOLUBLE SALTS.
5. THE SAND COMPONENT SHALL BE GRAVELLY SAND THAT MEETS ASTM D422.
6. THE TOPSOIL COMPONENT SAHLL BE A SANDY LOAM, LOAMY SAND OR LOAM TEXTURE.
7. THE COMPOST COMPONENT MUST BE PROCESSED FROM YARD WASTE IN ACCORDANCE WITH MASS DEP GUIDELINES. THE COMPOST SHALL NOT CONTAIN BIOSOLIDS.

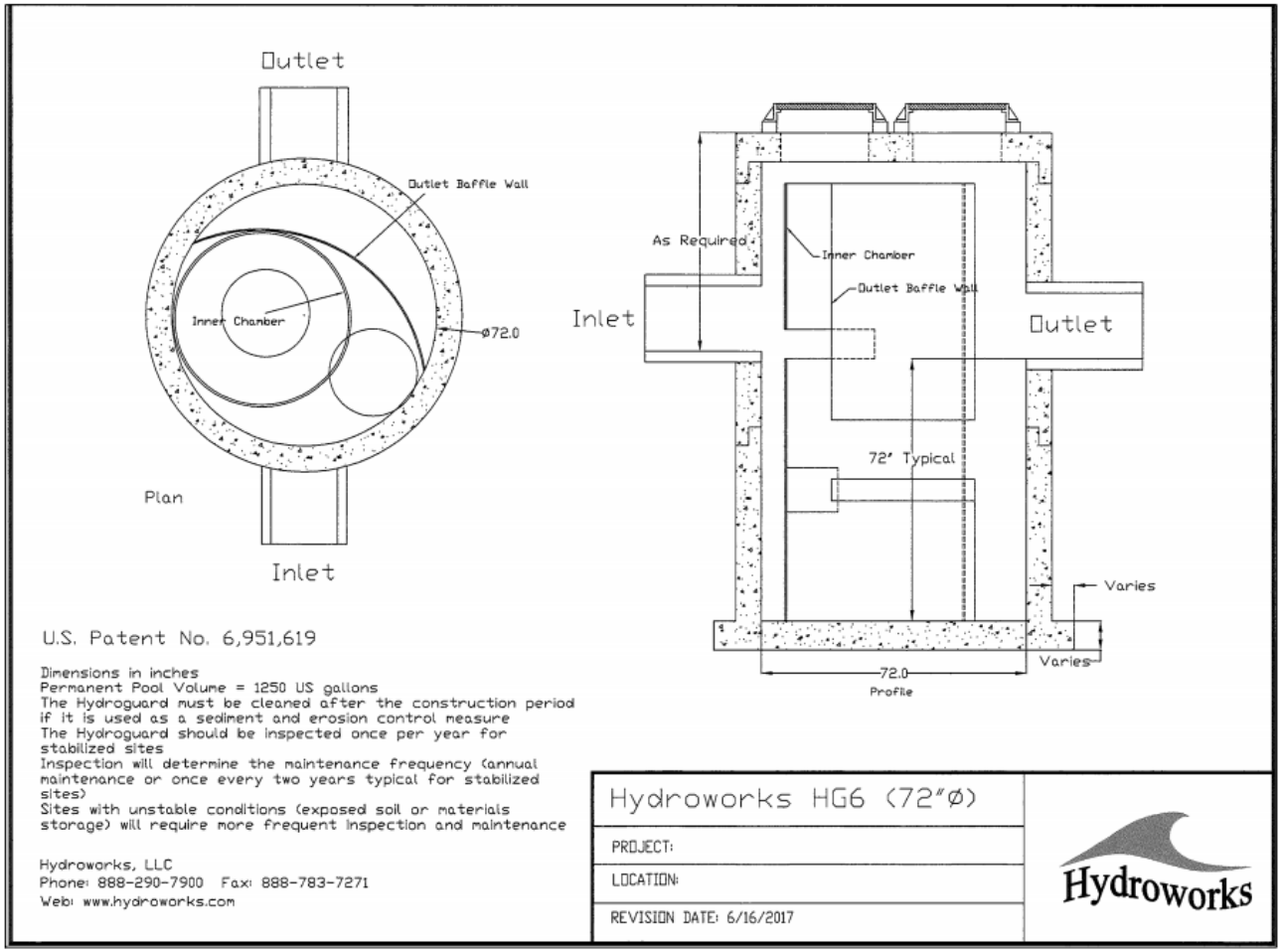


SIZE AND SHAPE OF RAIN GARDENS VARY. SEE SITE PLAN FOR LOCATIONS, SIZE AND SHAPE

RESIDENTIAL RAIN GARDEN DETAIL

(NO SCALE)

Drainage Plans: TSS Removal Device



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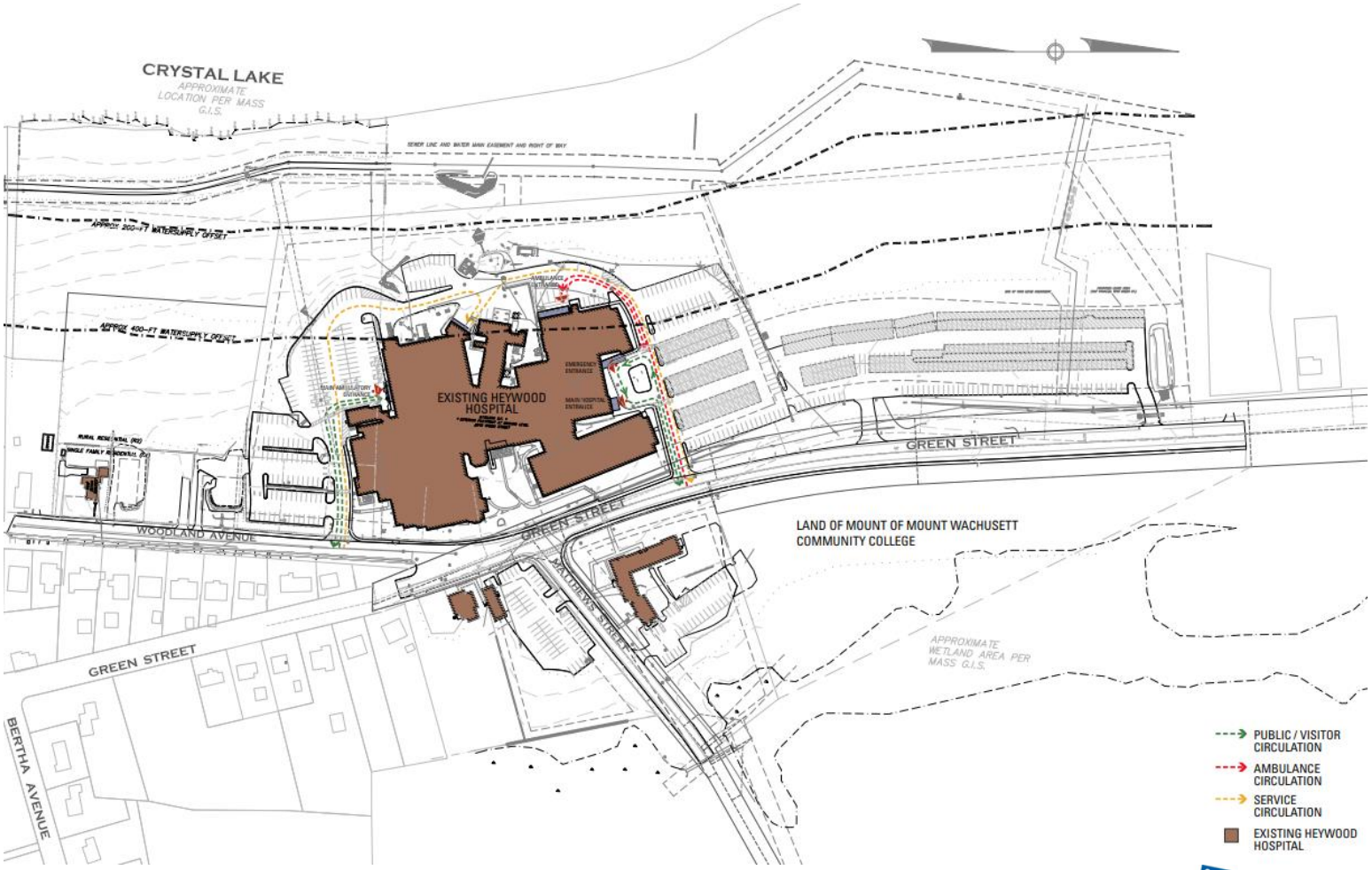
Parking Capacity and Safe Circulation

- Parking Study conducted by Walker forecasts need for additional 360 parking spaces in next 5 years
- Parking expansion on south side of hospital. Studies for future parking on east side of Green Street.
  - Existing Spaces: 615
  - Proposed Spaces: 714
  - Future Development: 1039

- Rectify delivery traffic safety issue by creating perimeter access to campus to accommodate an average of 20 delivery vehicles per day

Heywood Hospital: Existing Circulation



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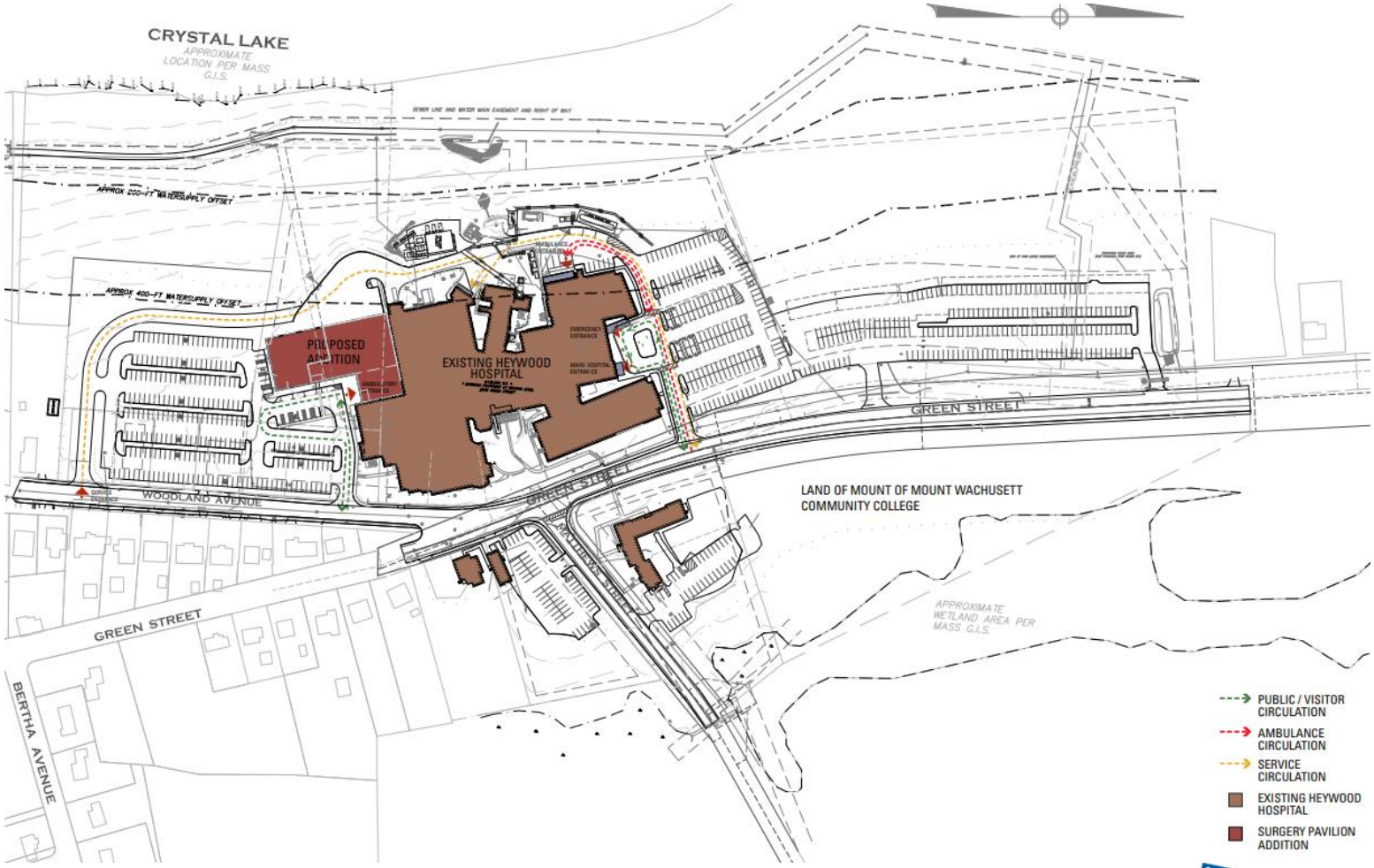
Heywood Hospital: Proposed Circulation



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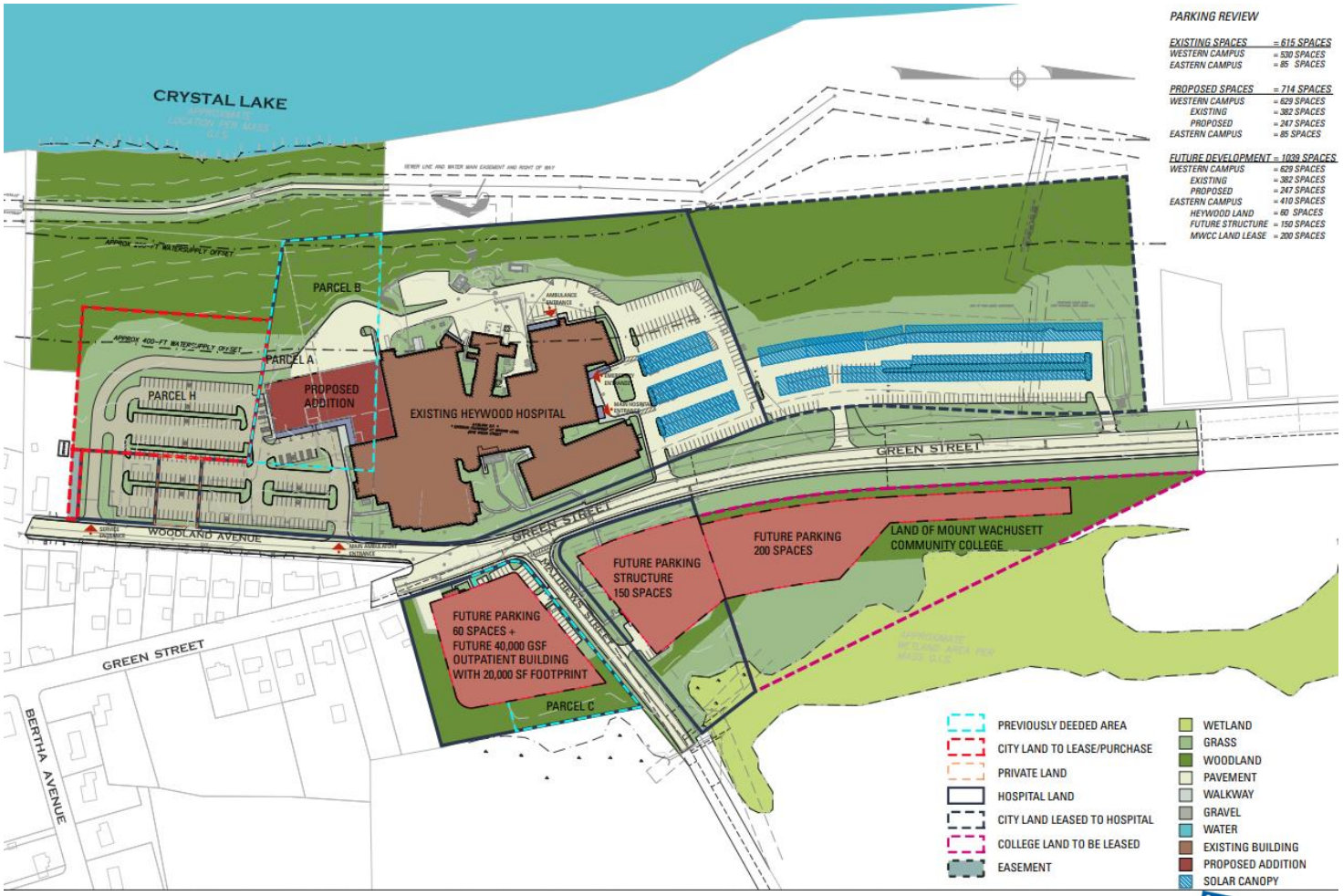
Heywood Hospital: Long Term Parking Plan



Heywood Healthcare

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Questions

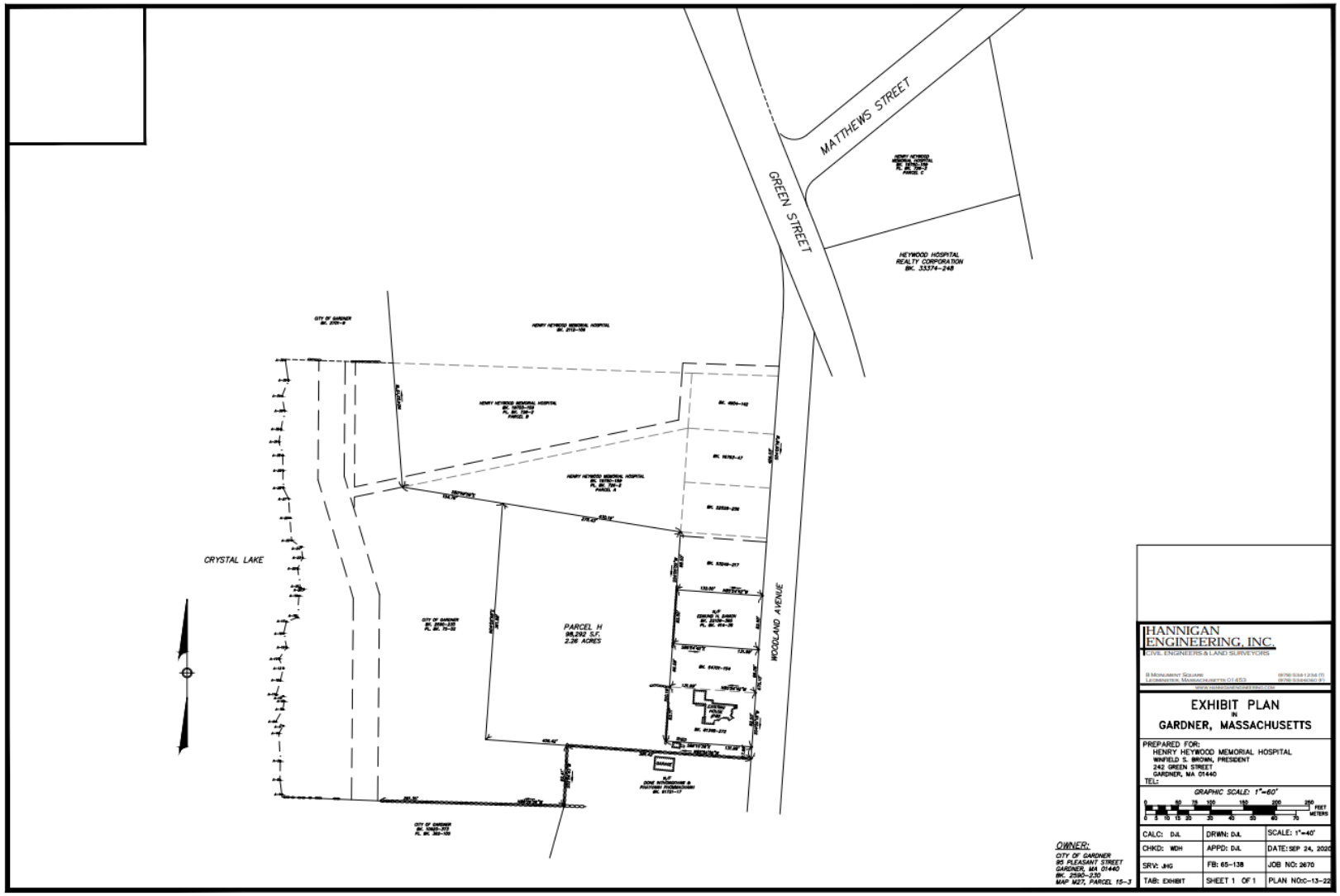
Appendix

- Exhibit Plan

- Community Health Needs Assessment

  https://www.heywood.org/files/dmfile/2018-heywood-healthcare-community-health-needs-assessment-full-report1.pdf

Exhibit Plan



AUTHORIZE LIFTING DEED RESTRICTION

VOTED: To authorize the Mayor to lift the deed restrictions to land deeded by the City of Gardner to Henry Heywood Hospital, as shown in deed recorded on March 26, 1998, with the Worcester District Registry of Deeds, in Book 1950, Page 160, with regards to Parcels A, B and C and the limitation to vehicular parking, loading areas and access driveway, and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

6-3

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED
2020 SEP 28 AM 11:45
CITY CLERK'S OFFICE
GARDNER, MA

September 24, 2020

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

RE: Request from Heywood Hospital to Lift Deed Restriction

Dear President Kazinskas and Councilors,

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

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

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

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

6-3

Heywood Hospital

Member of the Heywood Healthcare Family

September 24, 2020

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

Dear Mayor Nicholson,

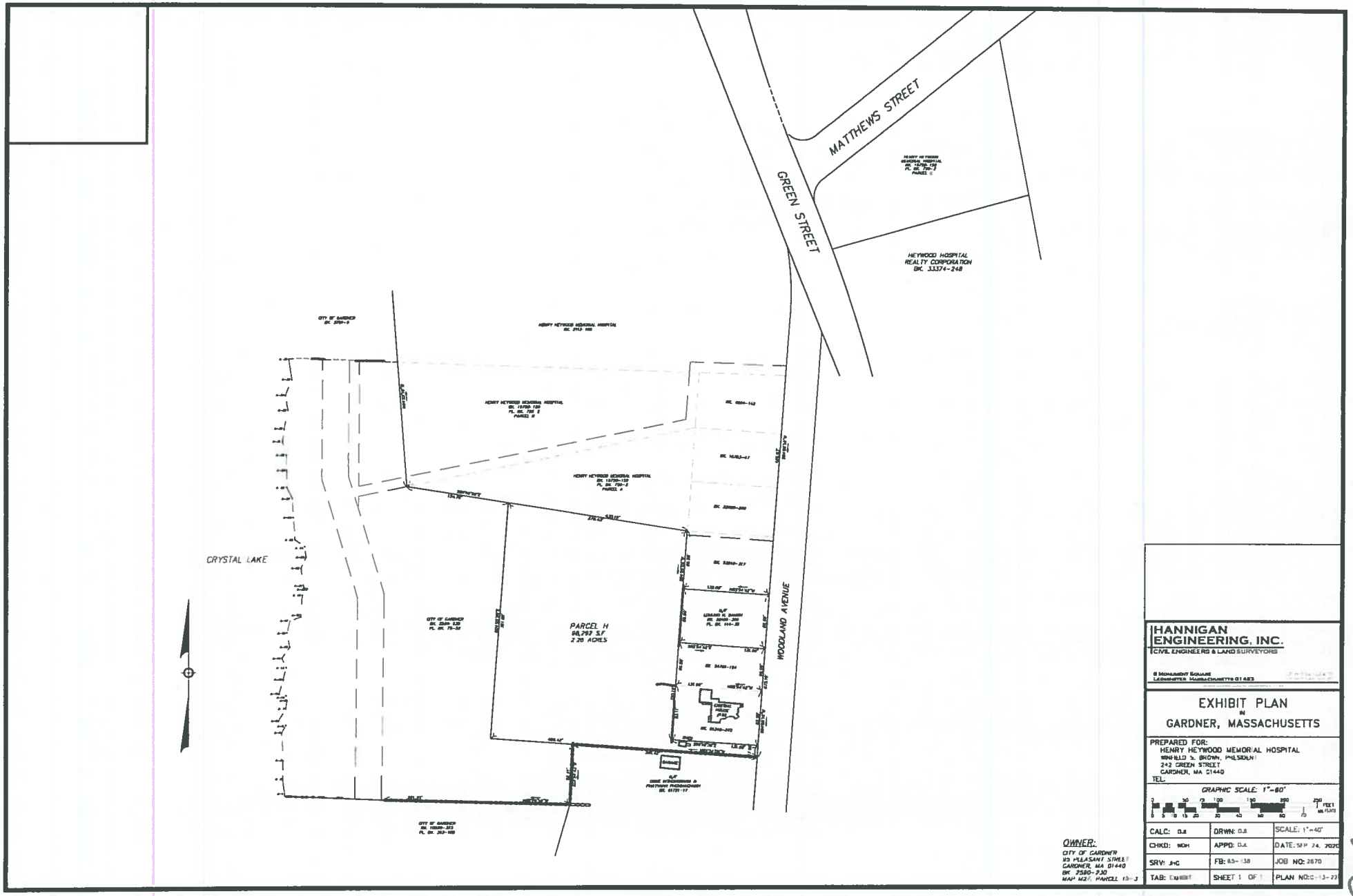
Heywood Hospital respectfully requests removal of deed restrictions to land deeded by the City of Gardner to Henry Heywood Hospital, on January 26, 1998, as shown in Book 1950, page 160. Heywood Hospital requests removal of restrictions on Parcels A, B, and C, which are currently limited to vehicular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

See attached, exhibit A.

Respectfully Submitted,

Win Brown

Win Brown, President and CEO
Heywood Healthcare


MATTHEWS STREET
GREEN STREET
HEYWOOD HOSPITAL
REALTY CORPORATION
BK. 33374-248
WOODLAND AVENUE
CRYSTAL LAKE
PARCEL H
98,797 S.F.
2.26 ACRES
HANNIGAN
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
EXHIBIT PLAN
IN
GARDNER, MASSACHUSETTS
PREPARED FOR:
HENRY HEYWOOD MEMORIAL HOSPITAL
242 GREEN STREET
GARDNER, MA 01440
GRAPHIC SCALE: 1"=80'
CALC: DJI
DRWN: DJI
SCALE: 1"=40'
CHKD: WDH
APPD: DJI
DATE: SEP 24, 2020
SRV: J+C
FB: 63-138
JOB NO: 2670
TAB: Exhibit
SHEET 1 OF 1
OWNER:
CITY OF GARDNER
95 PLEASANT STREET
GARDNER, MA 01440
BK. 7580-230
MAP M27, PARCEL 13-3

6-3

6-3

38125

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

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

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

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

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

Parcel A

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

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

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

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

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

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

Containing 0.782 acres or 34,098 square feet.

98 MAR 26 AM 9:41

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

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

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

Parcel B

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

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

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

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

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

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

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

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

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

Parcel C

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

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

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

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

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

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

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

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

6-3

BOOK 19760 PAGE 161

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

CITY OF GARDNER

By Charles J. Manca
Mayor

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss. January 26, 1998

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

Henry Longellis
Notary Public

My Commission Expires: 8-3-01

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

Gardner
3/26/98

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

ATTEST: WORC. Anthony J. Vigliotti, Register