

City of Gardner, Massachusetts Office of the City Council

CALENDAR FOR THE MEETING of MONDAY, MARCH 6, 2023 CITY COUNCIL CHAMBER 7:30 P.M.

ORDER OF BUSINESS

- I. CALL TO ORDER
- II. CALL OF THE ROLL OF COUNCILLORS
- **III. OPENING PRAYER**
- IV. PLEDGE OF ALLEGIANCE

V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS

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

VI. READING OF MINUTES OF PRIOR MEETING(S)

- November 7, 2022 Regular Meeting
- November 21, 2022 Informal Meeting
- November 21, 2022 Regular Meeting

VII. PUBLIC HEARINGS

- 10907 A Petition by National Grid to install new hand hole in accordance with the plan filed herewith marked Edgell Street to install new hand hole at the edge of the 69 Edgell Street property at approximately (42.577342, -71.982237). Install 2-3" conduit from pole 6, Edgell Street to new hand hole. (*Public Service Committee; Public Hearing 3/6/2023*)
- 10908 A Petition by National Grid and Verizon New England, Inc. Edgell Street – to Relocate 1 jointly owned pole on Edgell Street beginning at a point approximately 300 feet east of the centerline of the intersection of Westford Street and Edgell Street. Relocate Pole #8 approximately 45' east of its current location. (Public Service Committee; Public Hearing 3/6/2023)

PUBLIC HEARINGS, continued

 10909 – A Petition by National Grid and Verizon New England, Inc. – Cross Street – to install 4 jointly owned poles on Cross Street beginning at a point approximately 15 feet north of the centerline of the intersection of Lawrence Street and Cross Street and continuing approximately 800 feet in a west direction. Install 4 new poles on Cross Street. (*Public Service Committee; Public Hearing 3/6/2023*)

VIII. COMMUNICATIONS FROM THE MAYOR

<u>ORDERS</u>

- **10910** An Order Appropriating \$33,139.00 from Free Cash to Health Department Vehicle Expense Account. (*Finance Committee*)
- 10911 An Order Appropriating \$3,690.00 from Free Cash to City Clerk Professional Services Account. (*Finance Committee*)
- 10912 An Order Appropriating \$8,900 from Free Cash to FAA Airport Master Plan Professional Services Account- City Portion. (*Finance Committee*)
- **10913** An Order Rescinding the Loan Order Relating to Elm Street School Repairs. *(Finance Committee)*
- **10914** An Order Rescinding the Loan Order Relating to the Replacement of Pall Filter at The Crystal Lake Water Treatment Facility. (*Finance Committee*)
- **10915** An Order Rescinding the Loan Order Relating to Watkins Field Renovations. *(Finance Committee)*
- **10916** An Order Rescinding the Loan Order Relating to The DPW Storage Building Construction. (*Finance Committee*)
- 10917 An Order Rescinding the Loan Order Relating to The Waterford Street School Feasibility Study. (*Finance Committee*)
- **10918** An Order Rescinding the Loan Order Relating to Snake Pond Well Repairs. *(Finance Committee)*
- 10919 An Order Rescinding the Loan Order Relating to The Acquisition of the Omealia Property. (*Finance Committee*)
- **10920** An Order Rescinding the Loan Order Relating to Various Capital Expenditures. (*Finance Committee*)

ORDERS, continued

- 10921 An Order Rescinding the Loan Order Relating to Water Infrastructure Paving Work. (*Finance Committee*)
- 10922 An Order Rescinding the Loan Order Relating to the Acquisition of The Omealia Property Off of Leo Drive for Open Space. (*Finance Committee*)
- 10923 An Order Rescinding the Loan Order Relating to the Complete Streets Downtown Improvement Project. (*Finance Committee*)
- **10924** An Order Rescinding the Loan Order Relating to GHS Lab And Boiler Upgrades. (*Finance Committee*)
- **10925** An Order Rescinding the Loan Order Relating to Water Treatment Facility Upgrades. (*Finance Committee*)
- **10926** An Order Rescinding the Loan Order Relating to the Water Infrastructure Improvement Project. (*Finance Committee*)
- 10927 An Order Rescinding the Loan Order Relating to Water Storage Tank Repairs
- **10928** An Order Rescinding the Loan Order Relating to Sewer Main Installation and Pump Station Upgrades. (*Finance Committee*)
- **10929** An Order Rescinding the Loan Order Relating to Gardner Middle School Improvements. (*Finance Committee*)

COMMUNICATIONS

- 10930 A Measure Authorizing a five-year Contract Period for School Food Services.
- 10931 A Measure Authorizing a five-year Contract Period for School Custodial Services. (*Finance Committee*)
- **10932** A Measure Authorizing a five-year Contract Period for Golf Cart Rentals. *(Finance Committee)*
- 10933 Notification of City Involvement in Opioid Lawsuit Settlement Allegran \$60,547.58. (*Finance Committee*)
- 10934 Notification of City Involvement in Opioid Lawsuit Settlement CVS \$134,435.79. (*Finance Committee*)
- **10935** Notification of City Involvement in Opioid Lawsuit Settlement Walgreens \$146,184.84. (*Finance Committee*)

COMMUNICATIONS, continued

- **10936** Notification of City Involvement in Opioid Lawsuit Settlement Teva \$101,632.12. (*Finance Committee*)
- **10937** Notification of City Involvement in Opioid Lawsuit Settlement Walmart \$76,128.90. (*Finance Committee*)
- **10938** Notification Regarding the Status of Opioid Manufacturer Settlement Funds. *(Finance Committee)*
- **10939** Notification Regarding the Status of Authorized Unissued Debt. (*Finance Committee*)
- 10940 A Measure Authorizing the Mayor to Execute the Subordination for case number #10-283 for Purpose of the Community Development Housing Rehabilitation Program. (*Finance Committee*)
- 10943 A Notification from the Mayor Regarding City Current Statement of Indebtedness.

IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

- **10941** A Measure Authorizing Acceptance of M.G.L. Chapter 41, §110A -Closing Public Office Operations on Saturdays. (*Finance Committee*)
- 10942 A Measure to Elect John Richard to City Auditor, for term expiring February 23, 2026. (*Finance Committee*)

X. REPORTS OF STANDING COMMITTEES

FINANCE COMMITTEE

- 10894 An Order Appropriating \$60,000.00 from Free Cash to the Mayor's Department – Professional Services Account. (In the City Council and Referred to Finance Committee 2/21/2023)
- 10885 An Ordinance to Amend the Code of the City of Gardner, Chapter 171, Thereof, Entitled "Personnel," to Change Compensation Schedule 1, Yearly Salaries, Mayor, City Councillors and School Committee. (In the City Council and Referred to Finance Committee 1/17/2023; Referred to Committee of the Whole 2/6/2023; Informal Meeting 2/21/2023; Referred back to Finance Committee 2/21/2023)

APPOINTMENTS COMMITTEE

10905 – A Measure Confirming the Mayor's Appointment of Robert Charland, Esq. to the position of Assistant City Solicitor, for term expiring January 1, 2024. (In the City Council and Referred to Appointments Committee 2/21/2023)

SAFETY COMMITTEE

- 10861 An Ordinance to Amend the Code of the City of Gardner, Chapter 600, Entitled "Vehicles and Traffic," Section 42, Entitled "One Way Street." (In the City Council and Referred to Safety Committee 12/5/2022; More Time 12/19/2022, 01/03/2023, 1/17/2023; More Time 2/6/2023)
- 10906 An Ordinance to Amend the Code of the City of Gardner, by adding a new Chapter 502, to be entitled "Mobile Food Operations," which Chapter Provides for the Regulations for Operating Food Truck Services in the City. (In the City Council and Referred to Public Safety Committee 2/21/2023)

SERVICE COMMITTEE

- 10907 A Petition by National Grid to install new hand hole in accordance with the plan filed herewith marked Edgell Street to install new hand hole at the edge of the 69 Edgell Street property at approximately (42.577342, -71.982237). Install 2-3" conduit from pole 6, Edgell Street to new hand hole. (*Public Service Committee; Public Hearing 3/6/2023*)
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WELFARE COMMITTEE

 10891 – An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140. (Welfare Committee; In the City Council and Referred to Planning Board 2/21/2023; Public Hearing 3/20/2023)

WELFARE COMMITTEE, continued

- 10892 An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses. (Welfare Committee; In the City Council and Referred to Planning Board 2/21/2023; Public Hearing 3/20/2023)
- 10893 An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner. (Welfare Committee; In the City Council and Referred to Planning Board 2/21/2023; Public Hearing 3/20/2023)

XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

- 10890 An Ordinance to Amend the Code of the City of Gardner, Section 2 of Chapter 13, entitled "Council on Aging- Membership; Terms of Office." (Welfare Committee; In the City Council and Ordered to 1st Printing 2/21/2023; First Printing 2/25/2023)
- 10896 An Ordinance to Amend the Code of the City of Gardner, Chapter 22, entitled "Assessing Department." (*Finance Committee; In the City Council and* Ordered to 1st Printing 2/21/2023; 1st Printing 2/25/2023)

XII. NEW BUSINESS

XIII. CLOSING PRAYER

XIV. ADJOURNMENT

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



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

Regular Meeting of the City Council was held in the Council Chambers, Room 219, City Hall, on Monday evening, November 7, 2022.

CALL TO ORDER

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

CALL OF THE ROLL

City Clerk Titi Siriphan called the Roll of Members. Ten (10) Councillors were present including Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Elizabeth Kazinskas, Judy Mack, and George Tyros. Councillor James Walsh was absent.

OPENING PRAYER

President Kazinskas led the Council in reciting the Opening Prayer.

PLEDGE OF ALLEGIANCE

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

OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT

President Elizabeth Kazinskas announced to the assembly that the <u>Open Meeting Recording</u> <u>and Public Records Announcement</u>. 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 recordings shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the chair as they become part of the meeting minutes pursuant to General Law Chapter 38 Section 20.

READING & ACCEPTANCE OF MINUTES

On a motion made by Councillor Ronald Cormier and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to waive the reading and accept the minutes of July 5, 2022 Regular Meeting.



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

REPORTS OF STANDING COMMITTEES APPOINTMENTS COMMITTEE

#10830

President Elizabeth Kazinskas took this item out of order.

Councillors Nathan Boudreau and Dana Heath spoke in favor of this appointment.

On a motion made by Councillor George Tyros and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to CONFIRM the Mayor's Appointment:

A Measure Confirming the Mayor's Appointment of **Nicholas Maroni**, to the position of Deputy Chief of Police, of the Gardner Police Department, for term expiring October 27, 2025.

#10811

President Elizabeth Kazinskas took this item out of order.

Councillor George Tyros informed the Council that this was a reappointment.

On a motion made by Councillor George Tyros and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to CONFIRM the Mayor's Appointment:

A Measure Confirming the Mayor's Appointment of **Joshua Cormier**, to the position of Director of Purchasing/Civil Enforcement, for term expiring October 11, 2025.

At 7:36 PM, a brief recess was taken to administer the oath of office for the appointees.

Meeting resumed at 7:41 PM.



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

COMMUNICATIONS FROM THE MAYOR ORDERS

The following orders were voted viva voce, in order as listed on the agenda. On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros that the following ORDERS ought to pass:

#10815 – An Order Authorizing \$2,015.00 Payment of Prior Year Human Resources Operating Expenditure.

AUTHORIZING PAYMENT OF PRIOR YEAR OPERATING EXPENDITURE

ORDERED: To authorize payment of prior year HUMAN RESOURCES operating expenditure account for prior year, as follows:

FY2022HUMAN RESOURCES MEDICAL EXAM EXP\$2,015.00

#10816 – An Order Appropriating \$130,819.00 from Free Cash to Stabilization. AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION.

> ORDERED: That there be and is hereby appropriated the sum of One Hundred Thirty Thousand Eight Hundred Nineteen Dollars and No Cents (\$130,819.00) from Free Cash to Stabilization.

#10817 – An Order Appropriating \$26,164.00 from Free Cash to Other Post Employment Benefits Liability Trust Fund (OPEB).

AN ORDER APPROPRIATING FROM FREE CASH TO THE OTHER POST-EMPLOYMENT BENEFITS LIABILITY TRUST FUND.

ORDERED: That there be and is hereby appropriated the sum of Twenty-Six Thousand One Hundred Sixty-Four Dollars and No Cents (\$26,164.00) from Free Cash to the Other Post-Employment Benefits Liability Trust Fund.

#10818 – An Order Appropriating \$300,000.00 from Free Cash to Department of Public Works – Road Resurfacing Expense Account.



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REGULAR MEETING OF NOVEMBER 7, 2022

AN ORDER APPROPRIATING FROM FREE CASH TO DEPARTMENT OF PUBLIC WORKS DEPT. - ROAD RESURFACING EXPENSE ACCOUNT.

ORDERED: That there be and is hereby appropriated the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) from Free Cash to Department of Public Works Dept. – Road Resurfacing Expense Account. **#10819** – An Order Appropriating \$200,000.00 from Free Cash to Stabilization. AN ORDER APPROPRIATING FROM FREE CASH TO VEHICLE STABILIZATION.

> ORDERED: That there be and is hereby appropriated the sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00) from Free Cash to Vehicle Stabilization.

#10820 – An Order Appropriating \$35,000.00 from Free Cash to School Improvement Project Account.

AN ORDER APPROPRIATING FROM FREE CASH TO SCHOOL IMPROVEMENT PROJECT - ACCOUNT

ORDERED: That there be and is hereby appropriated the sum of Thirty-Five Thousand dollars and No Cents (\$35,000.00) from Free Cash to the School Improvement Project – Rekey School.

#10821 – An Order Appropriating \$35,000.00 from Free Cash to City Capital Project – Visitor's Center Revitalization.

AN ORDER APPROPRIATING FROM FREE CASH TO CITY CAPITAL PROJECT. – VISITOR'S CENTER REVITALIZATION.

ORDERED: That there be and is hereby appropriated the sum of Thirty Five Thousand Dollars and No Cents (\$35,000.00) from Free Cash to the City Capital Project – Visitor's Center Revitalization.

#10822 – An Order Appropriating \$75,000.00 from Free Cash to Landfill Closure Expenditures.

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL CLOSURE EXPENDITURES.



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

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 Landfill Closure Expenditures.

#10823 – An Order Appropriating \$72,500.00 from Free Cash to Landfill Repair and Maintenance.

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL REPAIR AND MAINTENANCE.

ORDERED: That there be and is hereby appropriated the sum of Seventy-Two Thousand Five Hundred Dollars and No Cents (\$72,500.00) from Free Cash to Landfill Repair and Maintenance.

#10824 – An Order Appropriating \$5,908.00 from Solid Waste Surplus to Solid Waste Trach Receptacles/Minor Equipment.

AN ORDER APPROPRIATING FROM SOLID WASTE SURPLUS TO SOLID WASTE TRASH RECEPTACLES/MINOR EQUIPMENT

ORDERED: That there be and is hereby appropriated the sum of Five Thousand Nine Hundred Eight Dollars and No Cents (\$5,908.00) from Solid Waste Surplus to Solid Waste Trash Receptacles/Minor Equipment.

#10826 – An Order Appropriating \$82,500.00 from Solid Waste Surplus to Landfill Repairs and Maintenance.

AN ORDER APPROPRIATING FROM SOLID WASTE SURPLUS TO LANDFILL REPAIRS AND MAINTENANCE.

ORDERED: That there be and is hereby appropriated the sum of Eighty-Two Thousand Five Hundred Dollars and No Cents (\$82,500.00) from Solid Waste Surplus to Landfill Repairs and Maintenance.

 #10835 – An Order to Raise and Appropriate \$166,127.00 for the Various Departments for the Salary and Labor Budget for the Fiscal Year Beginning July 1, 2022, to June 30, 2023. AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 TO JUNE 30, 2023.



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

ORDERED: To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2022 to June 30, 2023 sums as designated below for the expenditures of the various departments, Salary and Labor budgets, in the amount of ONE HUNDREAD AND SIXTY-SIX THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS 00/100 (\$166,127.00):

Fire Dept	Salaries & Wages	\$77,430.36
Ambulance Dept	Salaries & Wages	\$48,696.64
BOH Dept	Food/Housing Insp Salary	\$25,000.00
Police Dept	DV Advocate Salary	\$15,000.00

 #10836 – An Order to Raise and Appropriate \$84,000.00 for the Various Departments for Operating Expenditure Budget for the Fiscal Year Beginning July 1, 2022, to June 30, 2023. AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENT FOR OPERATING EXPENDITURE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 TO JUNE 30, 2023.

ORDERED: To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2022 to June 30, 2023 sums as designated below for the expenditures of the Various departments, Operating Expenditure budget, in the amount of EIGHTY-FOUR THOUSAND DOLLARS 00/100 (\$84,000.00):

DPW Dept	Energy & Electric Expense	\$ 6,000.00
DPW Dept	Vehicle Fuel Expense	75,000.00
Comm Dev Dept	Professional Development Expense	3,000.00

#10837 – A Measure Authorizing \$106,594.44 for Prior Year Salary Expenditures. AUTHORIZING PAYMENT OF PRIOR YEAR SALARY EXPENDITURE

ORDERED: To authorize payment of prior year FIRE&AMB DEPT salary expenditures account for prior year, as follows:

FY2022	CAPTAINS SALARY & WAGES	\$ 3,473.60
FY2022	PRIVATES SALARY & WAGES	39,759.89
FY2022	LIEUTENANTS SAL & WAGES	14,876.44
FY2022	OVERTIME	21,576.55
FY2022	HOLIDAY PAY	5,520.33





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FY2022	COLLATERAL JOB PAY	2,769.75	
FY2022	EDUCATIONAL INCENTIVE	438.47	
FY2022	SICK LEAVE INCENTIVE	17.90	
FY2022	TERMINATION LEAVE	1,673.51	
FY2022	AMBULANCE SERV STIPEND	16,488.00	
Т	OTAL	\$106,594.44	\sim

<u>COMMUNICATIONS FROM THE MAYOR</u> <u>COMMUNICATIONS</u>

#10827

On a motion made by Councillor Nathan Boudreau and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Notification of SK Pierce Mansion Application for National Register of Historic Places* to Public Welfare Committee for further study and report.

#10828

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Notification of Certification of Property Values* to Finance Committee for further study and report.

#10829

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Notification of Certification of New Growth* to Finance Committee for further study and report.

#10832

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Notification of*



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Additional Staff to Gardner Animal Shelter to Finance Committee for further study and report.

#10833

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to A Notification of Certification of Free Cash and Retained Earnings from FY2022 to Finance Committee for further study and report.

#10839

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Measure Authorizing an Intermunicipal Agreement between City of Gardner and Town of Princeton for Veteran's Services* to Finance Committee for further study and report.

#10840

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Notification of Recent Grant Awards from the Commonwealth* to Finance Committee for further study and report.

#10841

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to *A Measure Authorizing the FY2022-2023 Community Development Block Grant Mini Entitlement Plan* to Finance Committee for further study and report.

#10842

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander



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Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *A Communication from the Mayor Regarding the FY2023 Supplemental Budget Proposal* to the Committee of the Whole.

#10843

On a motion made by Councillor Ronald Cormier and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to place on file *A Communication from the Mayor Regarding Comments of the Electrical Rates.*

#10844

On a motion made by Councillor Ronald Cormier and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to place on file *A Communication from the Mayor Regarding Comments on the South Main Street Bridge*.

COMMUNICATIONS FROM THE MAYOR ORDINANCES

#10834

On a motion made by Councillor Craig Cormier and seconded by Councillor Karen Hardern, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer *An Ordinance to Amend the Code of the City of Gardner, Chapter 423, Entitled "Hackney and Other Carriages"* to Public Safety Committee for further study and report.

COMMUNICATIONS FROM THE MAYOR APPOINTMENTS

#10831

On a motion made by Councillor George Tyros and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to place on file *A Measure Confirming*



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the Mayor's Appointment of Timothy McGonigal, to the position of Constable, for term expiring October 25, 2025.

<u>REPORTS OF STANDING COMMITTEES</u> <u>SAFETY COMMITTEE</u>

#10814

On a motion made by Councillor Craig Cormier and seconded by Councillor Karen Hardern, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to GRANT a License to *Buy & Sell Second Hand Motor Vehicles, Class 2 for Sylvester R. Anghuy, located at 146 Sherman Street.*

UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

#10798

On a motion made by Councillor Nathan Boudreau and seconded by Councillor James Boone, it was voted viva voce for MORE TIME for *A Petition Submitted by PrivateOversight, LLC, for an Ordinance to Amend the Code of the City of Gardner, Chapter 675, Entitled "Zoning," per Zoning Act M.G.L. 40A.*

NEW BUSINESS

Councillors Dana Heath, James Boone, Craig Cormier and Karen Hardern would like to mention that there is an election tomorrow and to go out and vote.

Councillor Judy Mack would like to congratulate the GHS Cheer Team and Varsity Soccer Team. She also mentions that there will be a Veterans Day Service on Friday.

Councillor Ronald Cormier would like to thank the Clerk's office and poll workers for all they do.

CLOSING PRAYER

President Elizabeth Kazinskas led the Council in the Closing Prayer.

ADJOURNMENT



IN CITY COUNCIL

REGULAR MEETING OF NOVEMBER 7, 2022

On a motion by Councillor Nathan Boudreau and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George to adjourn at 8:09 p.m.

Accepted by the City Council:



IN CITY COUNCIL

INFORMAL MEETING OF NOVEMER 21, 2022

Informal Meeting of the City Council was held in the Council Chambers, Room 219, City Hall, on Monday evening, November 21, 2022.

CALL TO ORDER

Council President Kazinskas called the meeting to order at 6:00 o'clock p.m.

ATTENDANCE

Councillors present were President Elizabeth Kazinskas and Councillors James Boone, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh. Councillors Nathan Boudreau, Craig Cormier, Karen Hardern, and Judy Mack were absent.

Mayor Michael Nicholson, Police Chief Eric McAvene was also present.

President Kazinskas announced "For the public watching this evening we are meeting informally tonight regarding the city's FY2023 supplemental budget items. We also are meeting on item number 10781 An Act Relative to Establish a Special Act Charter Drafting Committee. I'd like to begin with the supplemental budget in case we do have department heads that come are coming to the meeting. For the public watching this evening, the supplemental budget was posted publicly in the city council's packet for our November 7, 2022 regular meeting, where we voted to meet as a committee of the whole on the items, which is the purpose for meeting this evening. Our regular meeting will follow this meeting at 7:30 PM which will give the council the opportunity to vote on the items. The City Council has had the opportunity to review the supplemental budget and ask questions of the Mayor and department heads in regards to the supplemental budget. I would like to thank Mayor Nicholson, his executive aide Colin Smith, and executive secretary Rachel Roberts, for the clear and thorough printed version of the budget packet that they put together for the City Council. It is the same as the electronic version that was posted in our packet but it is very helpful to have it printed as the budget is a very detailed document. Mayor Nicholson is here this evening, we may have department heads joining us as well to give information, answer questions for the City Council. I would like to begin with a presentation from Mayor Nicholson.

Supplemental Budget

Mayor Nicholson informed the Council that the supplemental budget this year is smaller than it was last year due to a smaller amount of new growth that we saw this year:

• Last year we weren't expecting all the house to formally give up its tax-exempt status, which resulted in about \$300,000.00 increase in new growth.



IN CITY COUNCIL

INFORMAL MEETING OF NOVEMER 21, 2022

- Last year they have been taxable for a full year. Every year when we do the regular operating budget in June, we budget for about \$250,000.00 of new growth and then see what gets certified in the fall.
- This year certification came in at \$415,336.00. New growth is anything that was increased from last year in taxation that we are already going to be collecting for items that did not increase solely due to market trend valuation increases.
- The difference in what we budgeted to what new growth was certified is \$165,336.00, so that is available for appropriation, as is \$84,581.04 that the Council cut from the budget proposal back in June.
- The supplemental budget proposal before you, \$249,917.04.
- If the supplemental budget passes, we anticipate the tax rate at \$16.16, compared to the current tax rate of \$18.59.
- The main things seen on the supplemental budget is related to the new Union contract with the Fire Department.
- Vehicle fuel was an increase expense from the DPW.
- Energy and utilities increase to meet the trends seen across the city.
- Board of Health funding for a full-time housing and food inspector.
- Police Department request for a part-time domestic violence advocate.
- Additional funding for Community Development professional and travel line item that has been level funded for the past seven years. Funding will be used for staff training.
- Water and sewer enterprise for additional duties being added to the GIS coordinator position.

10781 – <u>An Act Relative to Establish a Special Act Charter Drafting Committee</u>. (In the City Council and Referred to Committee of the Whole 9/7/2022; More Time 9/19/2022; Removed from Calendar 10/03/2022 and Return to Calendar on 11/21/22)

Councillor James Walsh informed the Council that he was the one who requested to postpone the item because he is skeptical about the value of opening up the Charter for revision or amendments. He stated that there is an opportunity for mischief that is unwise. There is no need for a Charter amendment. He suggests that the vote be deferred to a later meeting because there are three members of the Council absent.

Councillor Ronald Cormier mentioned that this is a quite long process before it is voted on. It is a "drawn-out" process. Revision would require public hearings and ordinance change.

The Informal Meeting concluded at 6:52 p.m.

Accepted by the City Council:



10907; 10908; 10909 ENGINEERING DEPARTMENT CITY OF GARDNER 50 Manca Drive, Gardner MA 01440

Robert E. Oliva, City Engineer Telephone (978) 630-8195 roliva@gardner-ma.gov

PROJECT REVIEW MEMORANDUM

To:	Public Service Committee
Cc:	Dane Arnold, DPW Director Christine Harty, DPW Administrative Asst. Titi Siriphan, City Clerk
From:	Robert Oliva – City Engineer
Date:	February 28, 2023
Project:	National Grid City Council Pole Petitions

National Grid has submitted three petitions for new poles or underground conduit at multiple locations. I have inspected the proposed locations, reviewed the petition applications, and offer the following comments below in italics. At the time of inspection, the proposed pole locations were not marked by a stake.

<u>Council Item #</u> 10907	<u>Comment</u> To install 2-3" conduits from existing pole #6 on Edgell Street to a new handhole located on private property at #69 Edgell Street. <i>No comment</i>
10908 10909	To relocate existing pole #8 on Edgell Street, 45' east of its current location. <i>No comment</i>
	To install 4 new poles on Cross Street. As shown on the included sketches, new poles 24-51, 28-1, and 28-2 will likely include installation of new overhead wires from existing poles. The petition does not include any description of the locations of new overhead wires. All proposed overhead wire locations should be shown for approval.



CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE **CITY CLERK** Room 121, City Hall Tel (978) 630-4058 Fax (978) 630-2589

NOTICE TO ABUTTERS

February 23, 2023

TO ABUTTERS AND OTHER INTERESTED PARTIES:

Pursuant to the provisions of M.G.L., c. 166, §22, you are hereby notified that a Public Hearing will be conducted on **MONDAY**, **MARCH 6**, **2023** at **7:30** o'clock **P.M.** on the petition of Massachusetts Electric Company, d/b/a NATIONAL GRID for permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protective fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked:

EDGELL STREET – A Petition by National Grid to install new hand hole in accordance with the plan filed herewith marked – Edgell Street – to install new hand hole at the edge of the 69 Edgell Street property at approximately (42.577342, -71.982237). Install 2-3" conduit from pole 6, Edgell Street to new hand hole.

A sketch of the proposed pole location is attached for your edification.

CITY COUNCIL OF GARDNER

Titi Siriphan

By: TITI SIRIPHAN City Clerk 10907

Questions contact – Rob Proude 781-423-3082

2223 FE3 - 5 11 9:57 Petition of the Massachusetts Electric Company d/b/a National Grid Of NORTH ANDOVER, MASSACHUSETTS For Electric conduit Location:

To the City Council of Gardner, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits. together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked - Edgell St - Gardner - Massachusetts.

The following are the streets and highways referred to: Plan number # 24639352 Edgell St - National Grid to install new hand hole at the edge of the 69 Edgell St property at approximately (42.577342, -71.982237). Install 2-3" conduit from pole 6, Edgell St to new hand hole.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a NATIONAL GRID Pat Shea BY **Engineering Department**

Dated: February 2, 2023

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 2nd day of February, 2023.

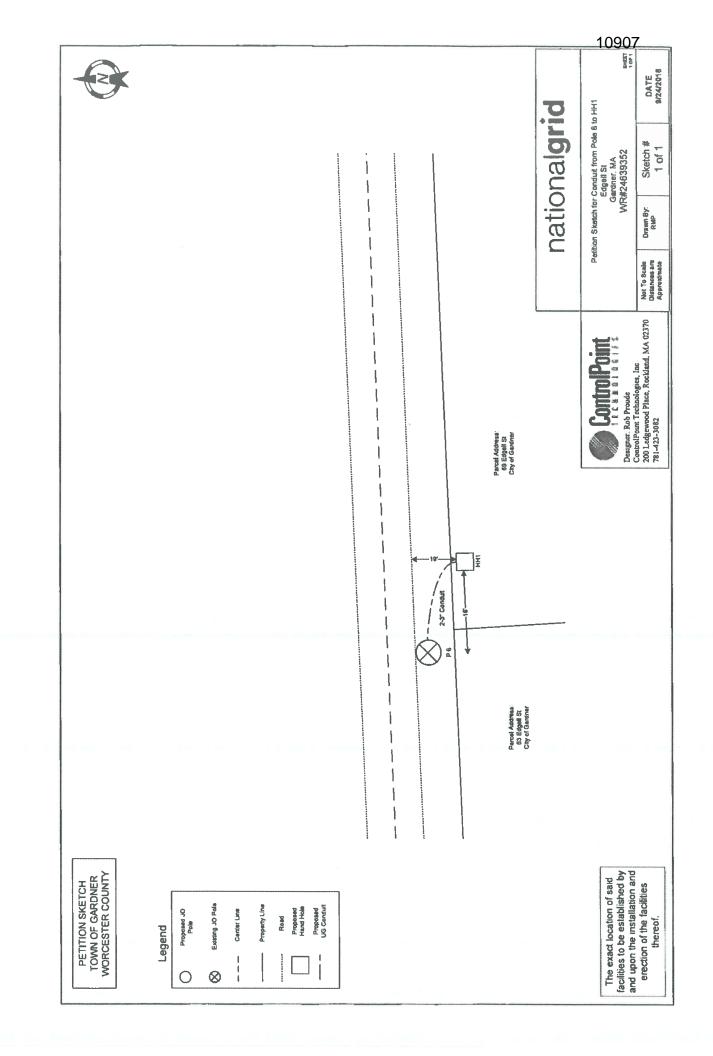
Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Edgell St - Gardner – Massachusetts. Plan number # 24639352.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Edgell St - National Grid to install new hand hole at the edge of the 69 Edgell St property at approximately (42.577342, -71.982237). Install 2-3" conduit from pole 6, Edgell St to new hand hole.

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Attest:

at, a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.





CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE **CITY CLERK** Room 121, City Hall Tel (978) 630-4058 Fax (978) 630-2589

NOTICE TO ABUTTERS

February 23, 2023

TO ABUTTERS AND OTHER INTERESTED PARTIES:

Pursuant to the provisions of M.G.L., c. 166, §22, you are hereby notified that a Public Hearing will be conducted on **MONDAY**, **MARCH 6**, **2023** at **7:30** o'clock **P.M.** on the petition of Massachusetts Electric Company, d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in peition of said Companies:

EDGELL STREET – A Petition by National Grid and Verizon New England, Inc. – to Relocate 1 jointly owned pole on Edgell Street beginning at a point approximately 300 feet east of the centerline of the intersection of Westford Street and Edgell Street. Relocate Pole #8 approximately 45' east of its current location.

A sketch of the proposed pole location is attached for your edification.

CITY COUNCIL OF GARDNER

Titi Siriphan

By: TITI SIRIPHAN City Clerk 10908

10908

2073FEB-5 MH 9:56

Questions contact - Rob Proude 781-423-3082

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council Of Gardner, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Edgell St - National Grid to Relocate 1 JO Pole on Edgell St beginning at a point approximately 300 feet east of the centerline of the intersection of Westford St and Edgell St. Relocate Pole # 8 approximately 45' east of its current location.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Edgell St - Gardner - Massachusetts.

No. 24639352 February 2, 2023

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

> Massachusetts Electric Company d/b/a NATIONAL GRID Pat Shea

BY

Engineering Department

VERIZON NEW ENGLAND, INC. BY <u>Albert Bessette</u> Manager / Right of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Gardner, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 2nd day of February, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Edgell St - Gardner - Massachusetts.. No. 24639352 Dated February 2, 2023. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Edgell St - National Grid to Relocate 1 JO Pole on Edgell St beginning at a point approximately 300 feet east of the centerline of the intersection of Westford St and Edgell St. Relocate Pole # 8 approximately 45' east of its current location.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the of the City/Town of , Massachusetts held on the day of 20.

Massachusetts

City/Town Clerk. 20

Received and entered in the records of location orders of the City/Town of Book Page

Attest:

City/Town Clerk

I hereby certify that on 20, at o'clock, M at a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

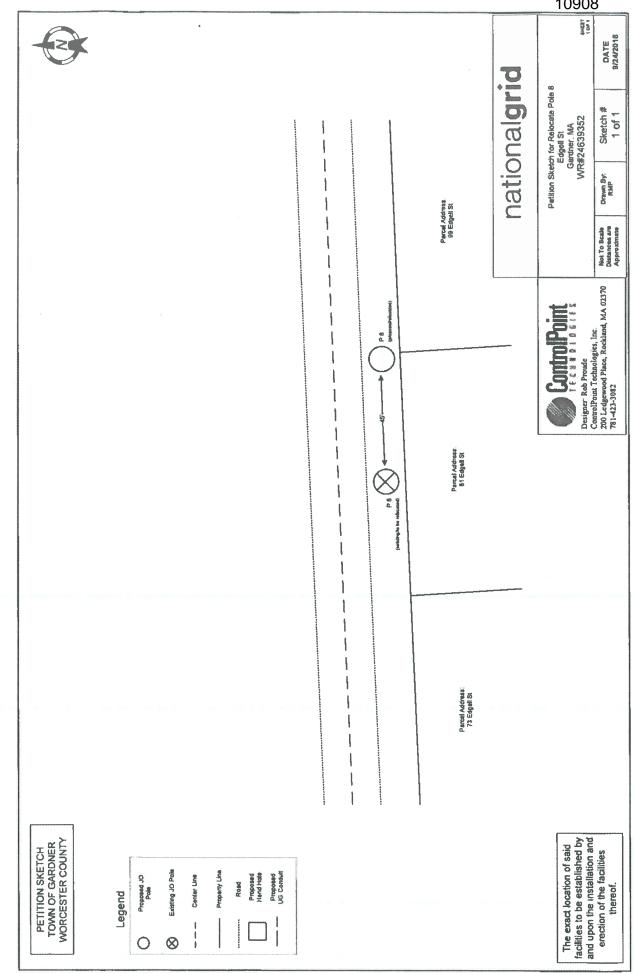
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20, and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk





CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE **CITY CLERK** Room 121, City Hall Tel (978) 630-4058 Fax (978) 630-2589

NOTICE TO ABUTTERS

February 23, 2023

TO ABUTTERS AND OTHER INTERESTED PARTIES:

Pursuant to the provisions of M.G.L., c. 166, §22, you are hereby notified that a Public Hearing will be conducted on **MONDAY, MARCH 6, 2023** at **7:30 o'clock P.M.** on the petition of Massachusetts Electric Company, d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures to be owned by the petitioner, along and across the following public way:

CROSS STREET – A Petition by National Grid and Verizon New England, Inc. – to install 4 jointly owned poles on Cross Street beginning at a point approximately 15 feet north of the centerline of the intersection of Lawrence Street and Cross Street and continuing approximately 800 feet in a west direction. Install 4 new poles on Cross Street.

A sketch of the proposed pole location is attached for your edification.

CITY COUNCIL OF GARDNER

Jiti Siripham

By: TITI SIRIPHAN City Clerk 10909

10909

2023 FEB - 5 MM 9: 56

Questions contact Rob Proude 781-423-3082

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council Of Gardner, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Cross St - National Grid to install 4 JO Poles on Cross St beginning at a point approximately 15 feet north of the centerline of the intersection of Lawrence St and Cross St and continuing approximately 800 feet in a west direction. Install 4 new poles on Cross St.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Cross St - Gardner - Massachusetts.

No. 24639352 February 2, 2023

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts	Electric	Com	pany c	d/b/a
NATIONAL C	irid 7	Pat ?	Shea	

BY

Engineering Department

VERIZON NEW ENGLAND, INC. BY_____Albert C. Bessette Manager / Right of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Gardner, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 2nd day of February, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Cross St - Gardner - Massachusetts.

No. 24639352 Dated February 2, 2023. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Cross St - National Grid to install 4 JO Poles on Cross St beginning at a point approximately 15 feet north of the centerline of the intersection of Lawrence St and Cross St and continuing approximately 800 feet in a west direction. Install 4 new poles on Cross St.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the of the City/Town of , Massachusetts held on the day of 20.

Massachusetts

City/Town Clerk. 20

Received and entered in the records of location orders of the City/Town of Book Page

Attest:

City/Town Clerk

I hereby certify that on 20 , at o'clock, M a public hearing was held on the petition of at Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

************ ******

Board or Council of Town or City, Massachusetts

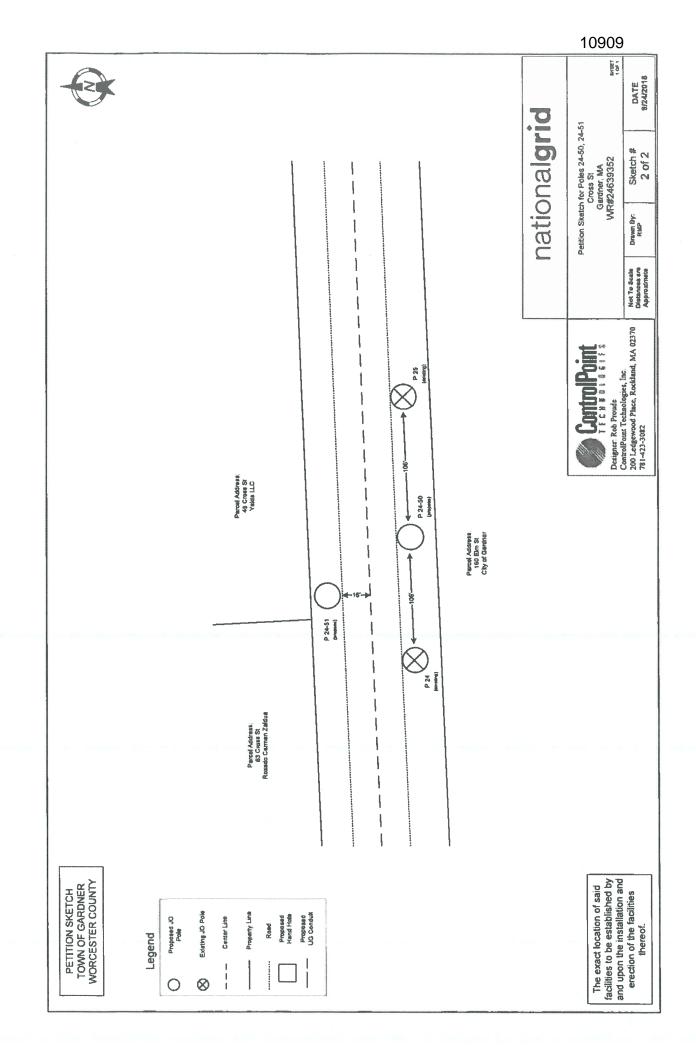
CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book . This certified copy , Page is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk

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City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 21, 2023

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

RE: Free Cash Appropriation Request - Health Department Vehicle

Dear Madam President and Councilors,

In the FY2023 Supplemental Budget, additional funding was appropriated to hire an additional housing inspector for the Department of Public Health.

The attached appropriation request is being submitted to purchase a vehicle for that inspector to use, as we do with all inspectors in the City.

The job is being posted shortly, and this would allow us to purchase the vehicle in time so that we could have it on hand by the time the employee gets onboarded and starts in this role.

Respectfully Submitted, 2

Michael J. Nicholson Mayor, City of Gardner

2023 FEB 23 PH 2: 10

AN ORDER APPROPRIATING FROM FREE CASH TO THE HEALTH DEPARTMENT VEHICLE EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Thirty-three Thousand One Hundred Thirty-Nine Dollars and No Cents (\$33,139.00) from Free Cash to the Health Department Vehicle Expense Account.

Purchase Agreement

Michael Shortsleeve Salvadore Auto Group 442 W Broadway Gardner, MA 01440

Buyer	Co-Buyer	Vehicle
City Of Gardner Angela Diprima C: (978) 630-4013 adiprima@gardner-ma.gov		2023 Chevrolet Equinox LT VIN: 3GNAXUEGXPL141868 Stock #: C23067 Mileage: 4 Color: Sterling Gray Metallic

Purchase	Details
Retail Price:	\$35,735.00
Sales Price:	\$34,500.00
Accessories:	\$0.00
Service Contract:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$389.00
Total Taxes	\$0.00
Total Sales Price:	\$34,889.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$1,750.00
Cash Down:	\$0.00
Cash Price:	\$33,139.00

Х

Customer Signature

Date

Х

Manager Signature

Date

Disclaimer:

Printed 2/14/23 5:14 PM

Offer valid for 48 hours, with approved credit. Subject to current incentives and or rebates.





City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 21, 2023

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

RE: Free Cash Appropriation Request - City Clerk Dog Licensing Software

Dear Madam President and Councilors,

As you are aware, over the last several years, the City has begun the process of integrating more of our permit and license applications onto our OpenGov (formerly known as ViewPoint) software.

This request would be to onboard the City Clerk's Dog Licensing Application to the system. If the funding is approved, the application would be designed this spring/summer, to allow the staff in the Clerk's Office to train on the system throughout the year in order to have it ready to go live to the public in January of 2024.

As a reminder, for all of our permits in all our departments, even if an application is available in this online format, paper applications are still available for members of the public who wish to utilize them. However, the online systems truly due cut down on the amount of work that our clerical staff members need to do which results in a large time value of money savings.

Respectfully Submitted,

ne

Michael J. Nicholson Mayor, City of Gardner

2023 PH 2:22

AN ORDER APPROPRIATING FROM FREE CASH TO THE CLERK'S PROFESSIONAL SERVICES ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Three Thousand Six Dollars and No Cents (\$3,690.00) from Free Cash to the Clerk's Professional Services Account.

O P	ENGOV		OpenGov Inc. 6525 Crown Blvd #41340 San Jose, CA 95160 United States	10911
Order Number:	Q006782	Prepared By:	Dana Bartolon	
Created On:	February 16, 2023	Email:	dbartolon@opengov.com	
Quote Expiration D	ate: March 31, 2023	Contract Term:	12 Months	
Subscription Start I	Date: April 01, 2023			
Subscription End D	ate: March 31, 2024			
Customer Information	n			
Customer:	City of Gardner, MA	Contact Name:	Bob O'Keefe	
Bill To/Ship To:	City Hall 95 Pleasant Street Room 1	Email:	rokeefe@gardner-ma.gov	
	Gardner, MA US	Phone:	9786304019	
Order Details				
Billing Frequency: U	Upfront	Payment Terms: Net 3	0	

1

PROFESSIONAL SERVICES:		
Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	April 01, 2023	\$3,690.00
	Services Total Amount	\$3,690.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Gardner, MA	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Sign Date:	Countersign Date:

OPENGOV

Statement of Work

City of Gardner, MA

Creation Date: 2/15/2023 Document Number: PS_03684 Version Number: 2 Created by: Jennifer Nordin

2022 Revised Statement of Work - Bucket of Hours V1

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1. Overview

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Gardner, MA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement"). For clarity, Customer's use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

2. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, OpenGov will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

3. General Project Assumptions

In order to ensure we are able to meet the project timeline and ensure Customer is successful, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- Professional Services under this SOW will be billed upfront. The hours are based on OpenGov's best estimate. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours. The hours must be utilized within four (4) months from execution of the Order Form. Any unused hours after such expiration shall be forfeited with no credit or fees due to Customer.
- This SOW is limited to the professional services as defined in the Project Scope. Any additional services or support not defined in Section 4 Project Scope will be considered out of scope and managed in accordance with Section 6 of this SOW.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts necessary to complete the Project Scope as defined in Section 4 defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no less than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a)

the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.

- The Professional Services will be provided during regular business hours (8am to 6pm Eastern Time) Monday through Friday (holidays excluded).
- Professional Services Offer Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.
- All services will be provided remotely.

4. Project Scope

Description	OpenGov Responsibilities	Customer Responsibilities
Record Type Configuration	OpenGov will: • Configure up to one (1) record types including: • Form • Workflow • Documents • Fees • Renewal Workflow (if applicable) • Record types in scope include: • Dog License OpenGov Assumptions: • Record types vary in complexity. Changes to the record types listed in the SOW may result in a change order.	 Customer will: Provide existing application forms, current workflows, fee structures, and output documents. Attend scheduled working sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration. Test all configured record types Validate and sign off on configured record types. Configure all other record types outside of scope
Permitting & Licensing Administrator Training	OpenGov will: • Provide up to two (2) 90 minute trainings for system administrators, which will include an overview: • Public Portal • Employee Site • System Settings • Explore Reports	Customer will Identify relevant participants and attend scheduled trainings.

5. Acceptance

5.1. Acceptance Process

All Deliverables require acceptance from the Customer following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov shall notify the Customer and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov will provide the Customer with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteri and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with SLA as defined in Section 3 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

5.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive response in accordance with Section 3 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.

• For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

6. Change Management

This SOW and related effort is based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- Change Order Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 3 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.



City of Gardner - Executive Department

Mayor Michael J. Nicholson

2023 FEB 23 PM 2: 25

February 21, 2023

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

RE: Free Cash Appropriation Request – Airport Master Plan

Dear Madam President and Councilors,

The Gardner Municipal Airport recently received a \$150,000 Grant from the Federal Aviation Administration ("FAA"), matched with a \$8,900 grant from the Massachusetts Department of Transportation ("MassDOT") to fund a master plan for the airport in order to determine how to better utilize the airport to fit the City's needs over the next five (5) years.

These grants require a match from the City of \$8,900.

Respectfully,

Jul

Michael J. Nicholson Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO FAA AIRPORT MASTER PLAN PROFESSIONAL SERVICES- CITY PORTION.

ORDERED:

That there be and is hereby appropriated the sum of Eight Thousand Nine Hundred Dollars and No Cents (\$8,900.00) from Free Cash to the FAA Airport Master Plan Professional Services - City Portion.

Mayor

From:	Isabelle Davis
Sent:	Tuesday, February 21, 2023 8:34 AM
То:	Mayor
Subject:	Re: City's portion of Airport 5 year Master Plan

The Airport would like to request funds to finalize and receive the 5 year Airport Master Plan provided by Gale Associates.

This Master Plan's emphasis is on evaluating the Airport's forecast of operational demand and facility requirements in an effort to guide the Airport Commission in making recommendations for future capital improvements at the Airport.

Costs of the 5 year Master Plan are as follows:

City's share is \$8,900 FAA's share is \$150,000 MassDOT share is \$8,900

To move forward and finalize this project, we need \$8,900.

Thank you for your time.

Isabelle

Isabelle Davis Airport Manager

2823 FEB 23 PM 2:27



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - Elm Street School Repairs

Dear Madam President and Councilors,

At the May 20, 2015 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$4,158,176.00 to fund repairs to the Elm Street School building.

The project has long been completed, however, the remaining unused \$3,558,176.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

rae

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO ELM STREET SCHOOL REPAIRS.

ORDERED:

To rescind the vote taken on May 20, 2015, under Calendar Item #9411, ordering that the City of Gardner appropriates the sum of Four Million One Hundred Fifty-Eight Thousand One Hundred Seventy-Six and 00/100 cents (\$4,158,176.00) to fund repairs to the Elm Street School building and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

4// 10913

Original order

CITY OF GARDNER, MASSACHUSETTS IN CITY COUNCIL

ORDERED: That the City of Gardner appropriate the sum of four million one hundred fiftyeight thousand one hundred seventy six (\$4,158,176.00) Dollars for exterior doors/windows replacement and heating boiler replacement at Elm Street School, 160 Elm Street, Gardner, MA 01440, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years and which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, said sum to be expended under the direction of the School Building Committee, and to meet said appropriation the City of Gardner Treasurer, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City of Gardner acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City of Gardner/Gardner Public School District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Gardner/Gardner Public School District; provided further that any grant that City of Gardner/Gardner Public School District may receive from the MSBA for the Project shall not exceed the lesser of (1) 78.95 percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Gardner and the MSBA.

ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

	Auth	Authorized and Unissued Debt	ied Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06 18/12	12555	400,000.00	364,257.00	35,743.00	5,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12 18 12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	8,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500.000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750.000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2.060.000.00	2.060.000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCIVIDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06'04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	3,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	2,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



City of Gardner - Executive Department

Mayor Michael J. Nicholson

2023 FED 23 PH 2: 29

February 22, 2023

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

RE: Measure Rescinding Loan Order - Crystal Lake Water Treatment Pall Filters

Dear Madam President and Councilors,

At the September 21, 2020 meeting of the City Council, the Council voted to authorize the Administration to borrow \$450,000.00 to fund repairs to the pall filters at the Water Treatment Facility at Crystal Lake.

The work has since been completed and there is \$92,186.00 remaining in the account that has been authorized but not issued.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO REPLACEMENT PALL FILTERS AT CRYSTAL LAKE WATER TREATMENT FACILITY.

ORDERED:

To rescind the vote taken on September 21, 2020, under Calendar Item #10334, ordering that the City of Gardner appropriates the sum of Four Hundred Fifty Thousand and 00/100 cents (\$450,000.00) to fund repairs to the pall filters at the Water Treatment Facility and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 gament of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

0914 10339

Original order

CITY OF GARDNER, MASSACHUSETTS IN CITY COUNCIL

ORDERED:

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

0.00 RESCINDED OR CLOSE OUT REMAINER	0	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal & Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
000.00 RESCINDED OR CLOSE OUT REMAINER	320,000		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750,000		750,000.00	12794	01 06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176	600,000.00	4,158,176.00	12691	05/20/15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381	3,501,301.00	3,545,682.00	12578	12/18/12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743	364,257.00	400,000.00	12555	06/18/12	GMS Imporvements
2 NOTES	6/30/2022	- Rescined				
d	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			ied Debt	Authorized and Unissued Debt	Auth	



City of Gardner - Executive Department FED 23 PH 2:31

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - Watkins Field Renovations

Dear Madam President and Councilors,

At the May 25, 2018 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$3,497,380.00 to fund the renovations of the Watkins Field facility at Gardner High School.

The project has since been completed in its entirety, however, the loan order was never closed out. The full amount of this funding was used in this project.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

unuu

Michael J. Nicholson Mayor, City of Gardner AN ORDER RESCINDING LOAN ORDER RELATING TO THE WATKINS FIELD RENOVATIONS.

ORDERED:

To rescind the vote taken on May 25, 2018, under Calendar Item #9921, ordering that the City of Gardner appropriates the sum of Three Million Four Hundred Ninety-Seven Thousand Three Hundred Eighty and 00/100 cents (\$3,497,380.00) to fund renovations of Watkins Field at Gardner High School and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

9921

10915

Original order

CITY OF GARDNER, MASSACHUSETTS IN CITY COUNCIL

ORDER:

That the City of Gardner appropriates the sum of THREE MILLION NINE HUNDRED THIRTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,934,750.00) to pay costs of renovating Watkin's Field, and paying costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(1), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
2,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
3,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2,060,000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05/20/15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12/18/12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06/18/12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			red Debt	Authorized and Unissued Debt	Autl	



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - DPW Storage Building Construction

Dear Madam President and Councilors,

At the August 10, 2015 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$2,500,000.00 to fund the construction of the storage building at the Gardner Department of Public Works.

The project has long been completed, however, the remaining unused \$200,000.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

chart

Michael J. Nicholson Mayor, City of Gardner

2221 FEP 23 PH 2:45

AN ORDER RESCINDING LOAN ORDER RELATING TO THE DPW STORAGE BUILDING CONSTRUCTION.

ORDERED:

To rescind the vote taken on August 10, 2015, under Calendar Item #9470, ordering that the City of Gardner appropriates the sum of Two Million Five Hundred Thousand Dollars and 00/100 cents (\$2,500,000.00) to fund construction of the cold storage building and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

9470

CITY OF GARDNER, MASSACHUSETTS

IN CITY COUNCIL

ORDERED:

That \$2,500,000.00 is appropriated for the purpose of constructing a Department of Public Works/City Engineer Facility and a Cold Storage Building, including the payment of costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$2,500,000.00 and issue bonds or notes therefor under M.G.L. c.44, §7(3) or any other enabling legislation; and that the Mayor or any other appropriate City official is authorized to take any other action necessary or convenient to carry out this vote.

Date of Articl Vote Numb	Amount Authorized 400,000.00 3,545,682.00	- Issued - Retired - Rescined 364,257.00 3,501,301.00	= Unissued 6/30/2022 35,743.00 44.381.00	Inissued NOTES 0/2022 NOTES 35,743.00 RESCINDED OR CLOSE OUT REMAINER 44 381 00 RESCINDED OR CLOSE OUT REMAINER
Vote Number 06/18/12 12/18/12 les 12/18/12	Authorized 400,000.00 3,545,682.00	- Retired - Rescined 364,257.00 3,501,301.00	= Unissued 6/30/2022 35,743.00 44.381.00	NOTES RESCINDED OR CLOSE OUT REMAINER RESCINDED OR CLOSE OUT REMAINER
06/18/12 les 12/18/12	400,000.00 3,545,682.00	- Rescined 364,257.00 3,501,301.00	6/30/2022 35,743.00 44.381.00	NOTES RESCINDED OR CLOSE OUT REMAINER RESCINDED OR CLOSE OUT REMAINER
les 12/18/12	400,000.00 3,545,682.00	364,257.00 3,501,301.00	35,743.00 44.381.00	RESCINDED OR CLOSE OUT REMAINER
les 12/18/12	3,545,682.00	3,501,301.00	44.381.00	RESCINDED OR CLOSE OUT REMAINER
Eim St. School - Kepairs 05/20/15 12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility 06/16/15 12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building 08/10/15 12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study 01/06/17 12794	750,000.00		750,000.00	0,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures 07/15/17 12804	2,060,000.00	2.060.000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr. 07/06/17 12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation 05/25/18 12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr. 06/19/18 12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs 08/07/19 12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up 06 04/19 12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement 06/11/19 12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair 09/21/20 10333	250,000.00	197,000.00	53,000.00	53,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters 09/21/20 10334	450,000.00	357,814.00	92,186.00	92,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving 04/19/22 13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



City of Gardner - Executive Department

Mayor Michael J. Nicholson

202) FEB 23 PH 2:47

February 22, 2023

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

RE: Measure Rescinding Loan Order - Waterford Feasibility Study

Dear Madam President and Councilors,

At the January 6, 2017 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$750,000.00 to fund a feasibility study regarding future uses of Waterford Street School once the Gardner Elementary School was constructed.

This loan was never issued, thus leaving the full \$750,000.00 balance.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO THE WATERFORD FEASIBILITY STUDY.

ORDERED:

To rescind the vote taken on January 6, 2017, under Calendar Item #9801, ordering that the City of Gardner appropriates the sum of Seven Hundred Fifty Thousand Dollars and 00/100 cents (\$750,000.00) to fund a feasibility study regarding future uses of Waterford Street School and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

980/ 10917

CITY OF GARDNER LOAN ORDER

CITY OF GARDNER, In City Council,

M SBA Pontion \$ 592, 121 37009-43220 37305- 58211

ORDERED: That the City appropriate the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for the purpose of paying costs of a feasibility study for the Waterford Elementary School, located at 62 Waterford Street, including the payment of all costs incidental or related thereto, and for which City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Waterford School Building Committee. To meet this appropriation the City Treasurer, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City and the MSBA.

FURTHER ORDERED: 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

BYA 2019-1-514 Sh 7/30/15

Order

In City Council

June 5, 2017

Order Passed

June 5, 2017 11 yeas, 0 nays.

aland Umel. clerk

Presented to Mayor for approval

June 6, 2017

Mayor's Signature

VESCHAPED ON CLOSE OUT VENTILIEN	0.00	1,000,000,00	1,000,000,00	20001	44 (CT (TO	2.111 A. 111
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92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06 11 19	Water Main Replacement
000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08 07 19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06 19 18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08 10/15	DPW Storage Building
9.566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05/20/15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12/18/12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400.000.00	12555	06/18/12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			led Debt	Authorized and Unissued Debt	Auti	
-						



City of Gardner - Executive Department

Mayor Michael J. Nicholson

255 FES 23 PH 2: 69

February 22, 2023

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

RE: Measure Rescinding Loan Order - Snake Pond Well Repairs

Dear Madam President and Councilors,

At the August 7, 2019 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$100,000.00 to fund repairs to the Snake Pond Well facility. This was done because water enterprise retained earnings had not been certified yet. Once retained earnings had been certified, and equivalent amount was appropriated for this purpose, however, the loan order was never rescinded.

Since this order was never rescinded, the full \$100,000.00 has been carried over each year in the City's accounting books.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

inal

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER No. 12849 SNAKE POND WELL REPAIRS.

ORDERED:

To rescind the vote taken on August 6, 2018, under Calendar Item #9982, ordering that the City of Gardner appropriates the sum of One Hundred Thousand Dollars and 00/100 cents (\$100,000.00) to pay repair costs of Snake Pond well repair and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

78210918

CITY OF GARDNER LOAN ORDER FOR SNAKE POND WELL REPAIRS

ORDERED:

2

That the sum of \$100,000.00 be and hereby is appropriated to pay for Snake Pond well repair expenses as more fully described in Exhibit A attached hereto, including the payment of any and all other costs incidental and related thereto, and that to raise this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow \$100,000.00 under and pursuant to Chapter 44, Sections 7 and 8 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Order No. 12849

Order

In City Council

August 6, 2018

Order Passed

August 6, 2018 11 yeas, 0 nays.

alank le prech: Clerk

Presented to Mayor for approval

August 7, 2018

Approved on August 7, 2018

Mayor's Signature

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crvstal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00	-	100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750.000.00		750.000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9.566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14.000.000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05 20 15	Elm St. School - Repairs
44.381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12 18 12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06 18 12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			ied Debt	Authorized and Unissued Debt	Auth	

Mayor Michael J. Nicholson

2020 FEB 23 PM 2: 51

February 22, 2023

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

RE: Measure Rescinding Loan Order – Parkland Acquisition: Omealia Property

Dear Madam President and Councilors,

At the June 19, 2018 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$174,162.00 to fund the acquisition of land at the former Omealia Property for open space purposes. This was done because free cash had not been certified yet. Once free cash was certified, and equivalent amount was appropriated for this purpose, however, the loan order was never rescinded.

Since this order was never rescinded, the full \$174,162.00 has been carried over each year in the City's accounting books.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO THE ACQUISITION OF THE OMEALIA PROPERTY.

ORDERED:

To rescind the vote taken on June 19, 2018, under Calendar Item #9950, ordering that the City of Gardner appropriates the sum of One Hundred Thousand Dollars and 00/100 cents (\$174,162.00) to fund the acquisition of land at the former Omealia Property for open space purposes and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

AN ORDER AUTHORIZING THE CITY TO ACCEPT PARC GRANT FUNDS, TO BORROW, AND TO TAKE OTHER ACTIONS RELATING TO THE ACQUISITION OF THE "OMEALIA PROPERTY"

19500919

ORDERED:

To authorize the Mayor of the City of Gardner to accept grant funds in the amount of up to Ninety Seven Thousand Three Hundred Eighty Eight and 00/100 Dollars (\$121,073.00), awarded to the City, under the PARC Grant program, 301 CMR 5:00, as amended June, 2018, and enter any necessary contracts thereto, for the purpose of purchasing approximately $28.8^{+/-}$ acres of land on Leo Drive, known as the Omealia Property, and $3.8^{+/-}$ acres of land on Leo Drive, known as the RHO, Ltd. property described below, to be held and managed by the Department of Public Works, Parks and Recreation for active recreation and park purposes, pursuant to M.G.L. Chapter 45, Section 3, and to borrow, appropriate and expend up to One Hundred Seventy Four Thousand One Hundred Sixty Two and 00/100 Dollars (\$174,162.00), pursuant to M.G.L. Chapter 44, Section 7, for the purchase of said land in fee, in accordance with the attached **Budget**, being a portion of Assessor's Parcel H37/23/35, and Assessor's Parcels H37/9/13A, and H37/23/40, located on Leo Drive, shown as **Parcels B and C** on the attached Map, the property to be permanently conserved under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCIVIDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05/20/15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12 18 12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06/18/12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Issued - Retired	Amount Authorized	Article Number	Date of Vote	Purpose
			led Debt	Authorized and Unissued Debt	Auth	

7777 FSD 23 PM 2:55



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - Various Capital Needs

Dear Madam President and Councilors,

At the July 5, 2017 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$2,060,000.00 to fund various capital needs (see attached).

These projects have since been completed and the full amount used up.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO VARIOUS CAPITAL EXPENDITURES.

ORDERED:

To rescind the vote taken on July 5, 2017, under Calendar Item #9819, ordering that the City of Gardner appropriates the sum of Two Million Sixty Thousand and 00/100 cents (\$2,060,000.00) to fund various capital expenses and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Orisinal order

10920

RECEIVED CITY OF GARDNER 2017 JUN 27 PM 4: LOAN ORDER FOR VARIOUS CAPITAL EXPENDITURES CITY CLERK'S OFFICE GARDNER MA UKDERED:

That the sum of \$2,200,000.00 be and hereby is appropriated to pay various capital expenses as more fully described in Exhibit A attached hereto, including the payment of any and all other costs incidental and related thereto, and that to raise this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow \$2,200,000.00 under and pursuant to Chapter 44, Sections 7 and 8 of the General Laws, or pursuant to 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

				Capital
Department	ltem	<u>Es</u>	timated Cost	Improvement Plan Score
City Hall - General	Auditorium Heating	\$	600,000.00	30
Building Dept.	Victorian Light & Electrical Upgrade	\$	100,000.00	29
Building Dept.	Electrical Bucket Truck	\$	105,000.00	21
Engineering Dept.	Street Light LED Retrofit	\$	600,000.00	29
School Dept.	GHS Watkins Field Renovation Design Services	\$	140,000.00	26
School Dept.	GHS Upgrade Electrical Panel	\$	150,000.00	29
Dept. Public Works	6 Wheel Dump Truck with wing and plow	\$	200,000.00	19
Dept. Public Works	2 Used C&C Trucks for Sanders	\$	60,000.00	25
School Dept.	GHS & ESS Parking Lot re-paving	\$	145,000.00	21
School Dept.	GHS Security Cameras	\$	50,000.00	23
School Dept.	GMS Security Cameras	\$	50,000.00	22

Estimated Total Cost \$ 2,200,000.00

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06 19 18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05 25 18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07:06 17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2.060,000.00	2.060.000.00	12804	07,1517	Various Capital Expenditures
750,000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750.000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05 20 15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12 18 12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06 18 12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			ed Debt	Authorized and Unissued Debt	Auth	



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - Water Infrastructure Paving Work

Dear Madam President and Councilors,

At the April 19, 2022 meeting of the City Council, the Council voted to authorize the Administration to borrow \$1,800,000.00 to complete the paving work related to the water infrastructure improvement project.

The work has since been completed and the entire authorized amount has been used.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

aus

Michael J. Nicholson Mayor, City of Gardner

2023 FEB 23 PM 2:57

AN ORDER RESCINDING LOAN ORDER RELATING TO WATER INFRASTRUCTURE PAVING WORK.

ORDERED:

To rescind the vote taken on April 19, 2022, under Calendar Item #10662, ordering that the City of Gardner appropriates the sum of One Million Eight Hundred Thousand and 00/100 cents (\$1,800,000.00) to fund paving work related to the water infrastructure improvement project and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

10921

Original order

CITY OF GARDNER LOAN ORDER

(Repaving Project)

ORDERED:

That the City appropriates One Million Eight Hundred Thousand Dollars (\$1,800,000) to pay costs of paving streets effected by the Water Main Replacement Program, as follows:

Street	From	То
Central Street	Maple St	Green Street
Woodland Ave	Central St.	Green Street
Warwick Road	Jackson Hill Rd	West Broadway
West Lynde Street	Main Street	Pine Street
Robillard Street	Bates Road	Douglas Rd
Wickman Drive	Pond Street	Douglas Rd
Pond Street	Robillard Street	Wickman Drive
Myrtle Road	Douglas Rd	End
Douglas Road	Coleman Street	Myrtle Rd
Draper Road	Douglas Rd	West Street
Wasa Street	Wickman Drive	Robillard Street
Monadnock Street	West Street	Way Street
Green Street	Rotary	200' North
Elm Street	Rotary	200' South
Robillard Street	Pond Street	Parker Street
Pearl Street	Pearly Lane	Betty Spring Road
Connors Street	Parker Street	City Hall Ave
Parker Street	Main Street	Jean Street
West Street	Parker Street	Monadnock Street

and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to G.L. c. 44, (1) or any other enabling authority, and to issue bonds or notes of the City therefor.

	Autl	Authorized and Unissued Debt	ued Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06/18/12	12555	400,000.00	364,257.00	35,743.00	35,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750,000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2,060,000.00	2.060.000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	3,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	2,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



City of Gardner - Executive Department

Mayor Michael J. Nicholson

2013 FED 23 PM 3:01

February 22, 2023

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

RE: Measure Rescinding Loan Order - Parkland Acquisition: Leo Drive

Dear Madam President and Councilors,

At the July 6, 2017 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$320,000.00 to fund the acquisition of land on Leo Drive for open space purposes. This was done because free cash had not been certified yet. Once free cash was certified, and equivalent amount was appropriated for this purpose, however, the loan order was never rescinded.

Since this order was never rescinded, the full \$320,000.00 has been carried over each year in the City's accounting books.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

n

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO ACQUISITION OF OMEALIA PROPERTY OFF LEO DRIVE FOR OPEN SPACE.

ORDERED:

To rescind the vote taken on July 6, 2017, under Calendar Item #9821, ordering that the City of Gardner appropriates the sum of Three Hundred Twenty Thousand and 00/100 cents (\$320,000.00) to fund the acquisition of land on Leo Drive for open space purposes paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 general Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Originalorder

AUTHORIZING ACQUISITION OF OMEALIA PROPERTY OFF LEO DRIVE FOR OPEN SPACE AND RECREATION PURPOSES

VOTE: To authorize the Mayor of the City of Gardner to purchase a certain parcel of land comprised of approximately 122.3 acres in the City, described below, to be used in part as parkland and in part as open space, and to borrow, appropriate and expend up to Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000), pursuant to M.G.L. c. 44, §7, for the purchase of said land in fee, the open space to be acquired pursuant to M.G.L. c. 40, §8C, to be held and managed by the Conservation Commission and the parkland to be acquired pursuant to M.G.L. c. 45, §3, to be held and managed by the City Public Works Department, Division of Parks and Recreation, the entire property to be permanently conserved under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, being Assessors Parcel H37/23/35, located on Leo Drive, and that the parkland (Parcel A on the Map), comprised of approximately 28.8 acres shall be conveyed to the City to be held and managed for active public recreation, pursuant to a M.G.L. c. 45, §3, and that the open space (Parcel B on the Map), comprised of approximately 93.5 acres shall be conveyed to the City to be held and managed by the Conservation Commission for conservation and passive public recreation, pursuant to M.G.L. c. 40, §8C, said purchases to be contingent on the City receiving reimbursement in amounts equaling not less than \$210,000 for the purchase price, due diligence and other related costs through the LAND and PARC grant programs, and \$35,000 from the federal NAWCA grant program, pursuant to the attached budget, and the City or its municipal agents be authorized to file on behalf of the City of Gardner any and all applications deemed necessary for grants and /or reimbursements from the Commonwealth of Massachusetts, and/or any others in any way connected with the scope of this Article, and that the Mayor of the City of Gardner be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of City of Gardner to affect said purchases.

Date of Vote 06 18 05 20 06 16/ 08/10/ 01/06/ 07/15/ 07/06/ 07/15/ 05/25/ 06/19/ 06/19/ 06/04/ 06/04/ 09/21//	0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
$ \begin{array}{l lllllllllllllllllllllllllllllllllll$	RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
Date of Vote Article Number Amount Authorized - Issued - Retired - Issued - Retired - Issued - Retired - Issued 06 18 12 1255 400,000.00 364,257.00 60 12 18 12 12578 3,545,682.00 3,601,301.00 3 05 20 15 12691 4,158,176.00 600,000.00 3 06/16/15 12711 14,000,000.00 2,300,000.00 3 08/10/15 12722 2,500,000.00 2,300,000.00 9 01/06/17 12804 2,060,000.00 2,060,000.00 9 05/25/18 12824 3,497,380.00 3,497,380.00 3,497,380.00 06/19/18 12834 174,162.00 1,585,000.00 1,585,000.00	RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
Date of Vote Article Number Amount Authorized - Issued - Retired = - Rescined = - Rescind = - Rescind =	RESCINDED OR CLOSE OUT REMAINER	174,162.00	-	174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
Date of Vote Article Number Amount Authorized - Issued - Retired = - Rescined = - Rescind = - Rescind =	RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
Date of Vote Article Number Amount Authorized - Issued - Retired = 06 18 12 12555 400,000,00 364,257,00 6 12 18 12 12578 3,545,682.00 3,60,000,00 3 05 20 15 12691 4,158,176.00 600,000,00 3 06/16/15 12711 14,000,000,00 4,433,242.00 9 08/10/15 12722 2,500,000,00 2,300,000,00 9 01/06/17 12794 750,000,00 2,060,000,00 0	RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
Date of Vote Article Number Amount Authorized - Issued - Retired = 06 18 12 12555 400,000.00 364,257.00 60 12 18 12 12578 3,545,682.00 3,501,301.00 60 05 20 15 12691 4,158,176.00 600,000.00 3 06/16/15 12711 14,000,000.00 4,433,242.00 9 08/10/15 12722 2,500,000.00 2,300,000.00 9 01/06/17 12794 750,000.00 2,300,000.00 9	RESCINDED OR CLOSE OUT REMAINER	0.00	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
Date of Vote Article Number Amount Authorized - Issued - Retired = 06 18 12 12555 400,000.00 364,257.00 6) 12 18 12 12578 3,545,682.00 3,501,301.00 3) 05 20 15 12691 4,158,176.00 600,000.00 3) 06/16/15 12711 14,000,000.00 4,433,242.00 9) 08/10/15 12722 2,500,000.00 2,300,000.00 9)	RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
Date of Vote Article Number Amount Authorized - Issued - Retired = U 06 18 12 12555 400,000.00 364,257.00 6/3 12 18 12 12578 3,545,682.00 3,501,301.00 3,5 06 16/15 12691 4,158,176.00 600,000.00 3,5 06/16/15 12711 14,000,000.00 4,433,242.00 9,5	RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
Date of Vote Article Number Amount Authorized - Issued - Retired =U 06 18 12 12555 400,000.00 364,257.00 6/3 les 12 18 12 12578 3,545,682.00 3,501,301.00 3,5 05 20 15 12691 4,158,176.00 600,000.00 3,5	RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
Date of Vote Article Number Amount Authorized - Issued - Retired = U 06 18 12 12555 400,000.00 364,257.00 6/3 2grades 12 18 12 12578 3,545,682.00 3,501,301.00 100	RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05 20 15	Elm St. School - Repairs
Date of Vote Article Arnount - Issued Vote Number Authorized - Retired =U 06 18 12 12555 400,000.00 364,257.00	RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12 18 12	GHS Lab, Boiler, Upgrades
Date of Article Amount - Issued Vote Number Authorized - Retired = Unissued - Rescined 6/30/2022	RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06 18 12	GMS Imporvements
Date of Article Amount - Issued Vote Number Authorized - Retired	NOTES	6/30/2022	- Rescined				
Date of Article Amount		= Unissued	- Retired	Authorized	Number	Vote	
			- Issued	Amount	Article	Date of	Purpose
Authorized and Unissued Debt				ied Debt	norized and Unissu	Auti	



City of Gardner - Executive Department

Mayor Michael J. Nicholson

2023 FED 23 NI 3:04

February 21, 2023

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

RE: Order Rescinding Loan Order - Complete Streets Downtown Improvement Project

Dear Madam President and Councilors,

At the September 7, 2021 meeting of the City Council, it was voted to authorize the Administration to borrow \$33,148.16 for the City's share of the Complete Streets Grant that the City received from the Commonwealth in relation to the Downtown Improvement Project.

This was taken out because the City's free cash has yet to be certified at that point, but the grant match had to be paid in order to move forward with the project.

An equivalent amount was appropriated from Free Cash on November 15, 2021, after free cash was certified, for this purpose.

As such, I respectfully ask that the City Council rescind this loan order in order to clear it from the City's financial books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO COMPLETE STREETS DOWNTOWN IMPROVEMENT PROJECT.

ORDERED:

To rescind the vote taken on September 7, 2021, under Calendar Item #10525, ordering that the City of Gardner appropriates the sum of Thirty Three Thousand One Hundred Forty-Eight 16/100 cents (\$33,148.16) to fund the City's share of the Complete Streets Grant and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

10525 10923

CITY OF GARDNER LOAN ORDER

(Complete Streets Downtown Improvement Project)

ORDERED:

That the City appropriates Thirty-Three Thousand One Hundred Forty-Eight Dollars and 16/100 cents (\$33,148.16) to pay costs of Complete Streets Downtown Improvement Project =, including the payment of costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to G.L. c. 44, §7(1) 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 order, 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 order in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06:04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08 07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05 25 18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2,060,000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
0.000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08 10/15	DPW Storage Building
9.566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06 16 15	Waterwater Treatment Facility
8,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05 20 15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12/18/12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06/18 12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			led Debt	Authorized and Unissued Debt	Auti	

City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Measure Rescinding Loan Order - GHS Lab and Boiler Upgrades

Dear Madam President and Councilors,

At the December 18th, 2012 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$3.545,682.00 to fund improvements to the Gardner High School science labs and boilers

The project has long been completed, however, the remaining unused \$44,381.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

ac

Michael J. Nicholson Mayor, City of Gardner

E. ... FEL 20 PH 2009

AN ORDER RESCINDING LOAN ORDER RELATING TO GHS LAB AND BOILER UPGRADES.

ORDERED:

To rescind the vote taken on December 18, 2012, ordering that the City of Gardner appropriates the sum of Three Million Five Hundred Forty-Five Thousand Six Hundred Eighty Two and 00/100 cents (\$3,545,682.00) to fund improvements to the Gardner High School science labs and boilers and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

IMG_7492.HEIC

original order 10924

following appointment received from the Mayor:

Councillor Henry Ares, to confirm the ALLEN GROSS to the position of Member, Planning Board for term expiring 12/31/2017.

ORDERS

#8972

#8972 On a motion by Councillor Ronald Cormier, seconded by Councillor Joshua Cormier, on On a motion of the Finance Committee, it was voted on roll call, ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Alice Andered Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to pass the following Order:

ORDERED:

That the City of Gardner appropriate the sum of three million five hundred forty-five thousand six hundred eighty-two (\$3,545,682.00) Dollars for a science lab upgrade, exterior doors/windows replacement and heating boiler replacement at Gardner High School, 200 Catherine Street, Gardner, MA 01440, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years and which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, said sum to be expended under the direction of the School Building Committee, and to meet said appropriation the City of Gardner Treasurer, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City of Gardner acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City of Gardner/Gardner Public School District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Gardner/Gardner Public School District; provided further that any grant that City of Gardner/Gardner Public School District may receive from the MSBA for the Project shall not exceed the lesser of (1) 78.95 percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Gardner and the MSBA.

That the Treasurer is authorized to file an application with the appropriate officials of The **ORDERED:** Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

Presented to the Mayor for Approval - December 18, 2012 Approved December 18, 2012 MARK P. HAWKE, Mayor

#8973

On a motion by Councillor Joshua Cormier, seconded by Councillor Ronald Cormier, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to pass the following Order:

That the City of Gardner appropriates the sum of one hundred ninety thousand seven hundred two (\$190,702.00) Dollars for heating boiler replacement at Gardner Middle ORDERED: 207 Catherine Street, Gardner, MA 01440, including the payment of all costs

	Auth	Authorized and Unissued Debt	ied Debt			
Purpose	Date of	Article	Amount	- Issued	= I Inicened	
	Vote	Number	Authorized	- Retired - Rescined	= Unissued 6/30/2022	NOTES
GMS Imporvements	06 18 12	12555	400,000.00	364,257.00	35,743.00	35,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750.000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2,060,000.00	2,060,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	53,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	92,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



February 22, 2023

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

RE: Measure Rescinding Loan Order - Water Treatment Facility Upgrades

Dear Madam President and Councilors,

At the June 16, 2015 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$14,000,000.00 to fund upgrades to the water treatment facility building.

The project has long been completed, however, the remaining unused \$9,566,758.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO WATER TREATMENT FACILITY UPGRADES.

ORDERED:

To rescind the vote taken on June 16. 2015, under Calendar Item #9438, ordering that the City of Gardner appropriates the sum of Fourteen Million and 00/100 cents (\$14,000,000.00) to fund upgrades to the water treatment facility and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

94.3810925

Original order

CITY OF GARDNER, MASSACHUSETTS

IN CITY COUNCIL

ORDERED:

That \$14,000,000 is appropriated for the purpose of financing upgrades to the City's Wastewater treatment facility, including the payment of all costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$14,000,000 and issue bonds or notes therefor under G.L. c.44 §7(1) or any other enabling legislation and/or Chapter 29C of the General Laws; that such bonds or notes shall be general obligations of the City unless the Treasurer with the approval of the Mayor determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C; that the Treasurer with the approval of the Mayor is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; and that the Mayor or any other appropriate City official is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project.

RECEIVED 2015 MAY 21 PM 4 22 OITY CLERK'S OFFICE CARDHER MA

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
3,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2,060,000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
0.000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750.000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08/10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3,558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05/20/15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12/18/12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06/18/12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Issued - Retired	Amount Authorized	Article Number	Date of Vote	Purpose
			ied Debt	Authorized and Unissued Debt	Auth	



City of Gardner - Executive Department RECEIVED

Mayor Michael J. Nicholson

2024 FEB 23 PN 3- 10

February 22, 2023

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

RE: Measure Rescinding Loan Order - Water Infrastructure Improvement Project

Dear Madam President and Councilors,

At the June 11, 2019 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$11,000,000.00 to fund the replacement of various water mains throughout the City.

These projects have since been completed and the full amount used up.

The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,

un

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER WATER INFRASTRUCTURE IMPROVEMENT PROJECT

ORDERED:

To rescind the vote taken on June 11, 2019, under Calendar Item #10113, ordering that the City of Gardner appropriates the sum of Eleven Million and 00/100 cents (\$11,000,000.00) to fund repairs to the replacement of various water mains throughout the City and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

10113926

Original order

CITY OF GARDNER, MASSACHUSETTS

IN CITY COUNCIL

ORDERED:

That the City of Gardner appropriates the sum of Eleven Million Dollars (\$11,000,000) to pay costs of replacing water mains throughout the City, and paying all costs incidental or related thereto; 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, or any other enabling authority. 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 general Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

	Autl	Authorized and Unissued Debt	led Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06/18/12	12555	400,000.00	364,257.00	35,743.00	35,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20 15	12691	4,158,176.00	600,000.00	3,558,176.00	8,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06, 16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750,000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2.060.000.00	2,060,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	3,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	2,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



Mayor Michael J. Nicholson



February 22, 2023

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

RE: Measure Rescinding Loan Order - Water Storage Tank Repairs

Dear Madam President and Councilors,

At the August 10, 2015 meeting of the City Council, the Council voted to authorize the Administration to borrow \$250,000.00 to fund repairs to the above ground water storage tank on Route 140.

The project has long been completed, however, the remaining unused \$53,000.00 must still be closed out by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO WATER STORAGE TANK REPAIRS.

ORDERED:

To rescind the vote taken on August 10, 2015, under Calendar Item #10333, ordering that the City of Gardner appropriates the sum of Two Hundred Fifty Thousand and 00/100 cents (\$250,000.00) to fund repairs to the above ground water storage tank on Route 140 and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 general Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

10333

CITY OF GARDNER, MASSACHUSETTS

ORDERED:

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

0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	1,800,000.00	1,800,000.00	13039	04/19/22	Paving
92,186.00 RESCINDED OR CLOSE OUT REMAINER	92,186.00	357,814.00	450,000.00	10334	09/21/20	Crystal Lake WT-Pall Filters
53,000.00 RESCINDED OR CLOSE OUT REMAINER	53,000.00	197,000.00	250,000.00	10333	09/21/20	Water Storage Tank Repair
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	11,000,000.00	11,000,000.00	12867	06/11/19	Water Main Replacement
165,000.00 RESCINDED OR CLOSE OUT REMAINER	165,000.00	1,585,000.00	1,750,000.00	12863	06/04/19	Sew. Main Instal.& Pump St. Up
100,000.00 RESCINDED OR CLOSE OUT REMAINER	100,000.00		100,000.00	12849	08/07/19	Snake Pond Well Repairs
174,162.00 RESCINDED OR CLOSE OUT REMAINER	174,162.00		174,162.00	12834	06/19/18	Land Acquisition Omealia Pr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	3,497,380.00	3,497,380.00	12824	05/25/18	Watkin's Field Renovation
320,000.00 RESCINDED OR CLOSE OUT REMAINER	320,000.00		320,000.00	12804	07/06/17	Parkland - Open Space Leo Dr.
0.00 RESCINDED OR CLOSE OUT REMAINER	0.00	2.060.000.00	2.060.000.00	12804	07/15/17	Various Capital Expenditures
0.000.00 RESCINDED OR CLOSE OUT REMAINER	750,000.00		750,000.00	12794	01/06/17	Waterford - Feasibility Study
200,000.00 RESCINDED OR CLOSE OUT REMAINER	200,000.00	2,300,000.00	2,500,000.00	12722	08 10/15	DPW Storage Building
9,566,758.00 RESCINDED OR CLOSE OUT REMAINER	9,566,758.00	4,433,242.00	14,000,000.00	12711	06/16/15	Waterwater Treatment Facility
3.558,176.00 RESCINDED OR CLOSE OUT REMAINER	3,558,176.00	600,000.00	4,158,176.00	12691	05 20-15	Elm St. School - Repairs
44,381.00 RESCINDED OR CLOSE OUT REMAINER	44,381.00	3,501,301.00	3,545,682.00	12578	12 18 12	GHS Lab, Boiler, Upgrades
35,743.00 RESCINDED OR CLOSE OUT REMAINER	35,743.00	364,257.00	400,000.00	12555	06/18/12	GMS Imporvements
NOTES	6/30/2022	- Rescined				
	= Unissued	- Retired	Authorized	Number	Vote	
		- Issued	Amount	Article	Date of	Purpose
			ied Debt	Authorized and Unissued Debt	Auth	



Mayor Michael J. Nicholson



February 22, 2023

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

RE: Measure Rescinding Loan Order – Sewer Main Installation and Pump Station Upgrades

Dear Madam President and Councilors,

At the June 4, 2019 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$1,750,000.00 to fund the installation of new sewer mains and pump station upgrades.

The project has long been completed, however, the remaining unused \$165,000.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

chun

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO SEWER MAIN INSTALLATION AND PUMP STATION UPGRADES.

ORDERED:

To rescind the vote taken on June 4, 2019, under Calendar Item #10114, ordering that the City of Gardner appropriates the sum of One Million Seven Hundred Fifty Thousand and 00/100 cents (\$1,750,000.00) to fund the installation of new sewer mains and pump station upgrades and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Original order

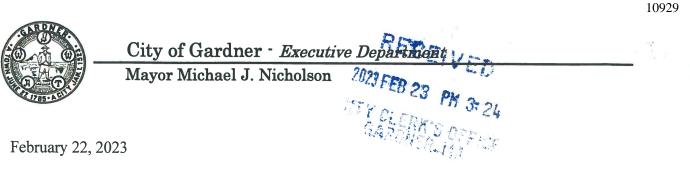
CITY OF GARDNER, MASSACHUSETTS

IN CITY COUNCIL

ORDERED:

That the City of Gardner appropriates the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) to pay costs of sewer main installation and sewer pump station upgrades, and paying all costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. c. 44, §7 or 8, or any other enabling authority. 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 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

	Auti	Authorized and Unissued Debt	ied Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06/18/12	12555	400,000.00	364,257.00	35,743.00	35,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750,000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2.060.000.00	2,060.000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	3,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	2,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



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

RE: Measure Rescinding Loan Order - Gardner Middle School Improvements

Dear Madam President and Councilors,

At the June 18th, 2012 meeting of the City Council, the Council voted to authorize the previous administration to borrow \$400,000.00 to fund improvements to the Gardner Middle School building.

The project has long been completed, however, the remaining unused \$35,743.00 was never closed out or rescinded by vote of the City Council.

The attached order would close out this loan order and remove it from the City's books.

110uch

Michael J. Nicholson Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO GARDNER MIDDLE SCHOOL IMPROVEMENTS.

ORDERED:

To rescind the vote taken on June 18, 2012, ordering that the City of Gardner appropriates the sum of Four Hundred Thousand and 00/100 cents (\$400,000.00) to fund improvements to the Gardner Middle School and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. 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 Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

MSING

CITY OF GARDNER REGULAR MEETING OF JUNE 18, 2012 IN CITY COUNCIL

#8861

On a motion by Councillor Joshua Cormier, seconded by Councillor Ronald Cormier, on recommendation of the Finance Committee, it was voted on roll call ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to pass the following Order:

AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION.

ORDERED: That there be and is hereby appropriated the sum of Fifty Five Thousand Dollars and No Cents (\$55,000.00) from Free Cash to Stabilization.

Presented to the Mayor for Approval – June 19, 2012 Approved June 19, 2012 MARK P. HAWKE, Mayor

#8862

On a motion by Councillor Ronald Cormier, seconded by Councillor Joshua Cormier, on recommendation of the Finance Committee, it was voted on roll call ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to pass the following Orders:

- **ORDERED:** That the City of Gardner appropriates the sum of Three Hundred Thousand Dollars (\$300,000.00) to pay costs of a feasibility study for the (i) science lab upgrades (ii) exterior window and door replacement and (iii) heating boiler replacement at Gardner High School, including the payment of all costs associated therewith, for which the City of Gardner may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said sum to be expended under the direction of the School Building Committee; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any amounts set forth in the Feasibility Study Agreement between the City and the MSBA with respect to the High School Projects.
- **ORDERED:** That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

Presented to the Mayor for Approval – June 19, 2012 Approved June 19, 2012 MARK P. HAWKE, Mayor

#8863

On a motion by Councillor Joshua Cormier, seconded by Councillor Ronald Cormier, on recommendation of the Finance Committee, it was voted on roll call ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to pass the following Orders:

ORDERED: That the City of Gardner appropriates the sum of Four Hundred Thousand Dollars (\$400,000.00) to pay costs of heating boiler replacement at Gardner Middle School, including the payment of all costs associated therewith the "Middle School Project", which Middle School Project would materially extend the useful life of the school buildings described above and preserve assets that otherwise are capable of supporting the required educational program, said sum to be expended

10929

CITY OF GARDNER REGULAR MEETING OF JUNE 18, 2012 IN CITY COUNCIL

under the direction of the School Building Committee; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided further that any grant that the City may receive from the MSBA for the Middle School Project shall not exceed the lesser of (1) seventy-eight and ninety five hundredths percent (78.95%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any amounts set forth in the Project Funding Agreement between the City and the MSBA with respect to the Middle School Project.

ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

Presented to the Mayor for Approval – June 19, 2012 Approved June 19, 2012 MARK P. HAWKE, Mayor

ORDINANCES

#8864

On a motion by Councillor Scott Graves, seconded by Councillor Christine Wilson, it was voted on voice vote, ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to refer the following Ordinance to the Public Safety Committee for Study and Report:

AN ORDINANCE AMENDING RULES, ORDERS AND ORDINANCES FOR THE REGULATION OF TRAFFIC FOR THE CITY OF GARDNER, MASSACHUSETTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

That "Rules, Orders and Ordinances for the Regulation of Traffic for the City of Gardner, Massachusetts" (Compilation of Ordinances No. 48) and amended several times thereafter, be further amended by inserting under ARTICLE VIII, SECTION 11 (STOP SIGNS), the following:

PARK STREET: for southbound traffic entering the intersection of Clark and Jackson Streets.

#8865

On a motion by Councillor Ronald Cormier, seconded by Councillor Joshua Cormier, it was voted on voice vote, ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to refer An Ordinance Amending Ordinance No. 40, Establishing Yearly Salaries for Various Positions, to the Finance Committee for further Study and Report.

#8866

On a motion by Councillor Ronald Cormier, seconded by Councillor Joshua Cormier, it was voted on voice vote, ten (10) yeas, President Alice Anderson and Councillors Joshua Cormier, Ronald Cormier, Kim Dembrosky, Patrick Gerry, Edward Gravel, Scott Graves, Karen Hardern, James Johnson and Christine Wilson; one (1) absent, Councillor Henry Ares, to refer An Ordinance Amending Ordinance No. 41, Classification and Compensation of Officers, Employees and Personnel, to the Finance Committee for further Study and Report.

	Auth	Authorized and Unissued Debt	led Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06/18/12	12555	400,000.00	364,257.00	35,743.00	5,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750,000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07/15/17	12804	2,060,000.00	2,060,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	53,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	92,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1.800.000.00	1.800.000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER



Mayor Michael J. Nicholson

RECEIVED 2023 FEB 28 PM 3-28 DATY CLERKER OF 101 GARDNER MAR

February 21, 2023

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

RE: Authorization for a Five (5) Year Contract – School Food Services

Dear Madam President and Councilors,

Section 12 of Chapter 30B of the General Laws of the Commonwealth requires that the City Council vote to authorize the Administration to enter into contracts that have a duration of longer than three (3) years.

The attached request would allow the City to enter into a contract for five (5) years for school food services.

This authorization allows the City to get a better rate when we go out to bid for these services through the Purchasing Department.

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Michael J. Nicholson Mayor, City of Gardner

AUTHORIZING FIVE-YEAR CONTRACT PERIOD SCHOOL FOOD SERVICES

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for School Food Services, pursuant to the provisions of Massachusetts General Law, Chapter 30B, section 12 and under the terms outlined in the Purchasing Agent's February 21, 2023, Memorandum.

Joshua Cormier, Director

jcormier@gardner-ma.gov

Telephone (978) 632-0426

CITY OF GARDNER PURCHASING DEPARTMENT

Room 217 - City Hall 95 Pleasant Street Gardner, MA 01440-2687



TO: Gardner City Council Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent

DATE: February 21, 2023

SUBJECT: Request for 5-year contracts

According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

I respectfully request permission from the Gardner City Council to seek up to a five-year contract (including renewals) for the below listed projects. Following compliance with procurement requirements, all such contracts will continue only if the contracted vendor(s) is in good standing.

- School Food Services
- School Custodial Services
- Golf Cart Rental

My intention to seek a longer-term contract is to attract more competitive rates from vendors and to conduct more effective contract management.

If you have any questions or concerns, please feel free to contact me for additional details.



Mayor Michael J. Nicholson



February 21, 2023

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

RE: Authorization for a Five (5) Year Contract - School Custodial Services

Dear Madam President and Councilors,

Section 12 of Chapter 30B of the General Laws of the Commonwealth requires that the City Council vote to authorize the Administration to enter into contracts that have a duration of longer than three (3) years.

The attached request would allow the City to enter into a contract for five (5) years for school custodial services.

This authorization allows the City to get a better rate when we go out to bid for these services through the Purchasing Department.

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Michael J. Nicholson Mayor, City of Gardner

AUTHORIZING FIVE-YEAR CONTRACT PERIOD SCHOOL CUSTODIAL SERVICES

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for School Custodial Services, pursuant to the provisions of Massachusetts General Law, Chapter 30B, section 12 and under the terms outlined in the Purchasing Agent's February 21, 2023, Memorandum.

CITY OF GARDNER PURCHASING DEPARTMENT

Room 217 - City Hall 95 Pleasant Street Gardner, MA 01440-2687



Joshua Cormier, Director jcormier@gardner-ma.gov Telephone (978) 632-0426

TO: Gardner City Council Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent

DATE: February 21, 2023

SUBJECT: Request for 5-year contracts

According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

I respectfully request permission from the Gardner City Council to seek up to a five-year contract (including renewals) for the below listed projects. Following compliance with procurement requirements, all such contracts will continue only if the contracted vendor(s) is in good standing.

- School Food Services
- School Custodial Services
- Golf Cart Rental

My intention to seek a longer-term contract is to attract more competitive rates from vendors and to conduct more effective contract management.

If you have any questions or concerns, please feel free to contact me for additional details.



Mayor Michael J. Nicholson



February 21, 2023

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

RE: Authorization for a Five (5) Year Contract – Golf Cart Rentals

Dear Madam President and Councilors,

Section 12 of Chapter 30B of the General Laws of the Commonwealth requires that the City Council vote to authorize the Administration to enter into contracts that have a duration of longer than three (3) years.

The attached request would allow the City to enter into a contract for five (5) years for golf cart rental services.

This authorization allows the City to get a better rate when we go out to bid for these services through the Purchasing Department.

chun

Michael J. Nicholson Mayor, City of Gardner

AUTHORIZING FIVE-YEAR CONTRACT PERIOD GOLF CART RENTAL

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for Golf Cart Rental, pursuant to the provisions of Massachusetts General Law, Chapter 30B, section 12 and under the terms outlined in the Purchasing Agent's February 21, 2023, Memorandum.

CITY OF GARDNER PURCHASING DEPARTMENT

Room 217 - City Hall 95 Pleasant Street Gardner, MA 01440-2687



Joshua Cormier, Director jcormier@gardner-ma.gov Telephone (978) 632-0426

TO: Gardner City Council Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent

DATE: February 21, 2023

SUBJECT: Request for 5-year contracts

According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

I respectfully request permission from the Gardner City Council to seek up to a five-year contract (including renewals) for the below listed projects. Following compliance with procurement requirements, all such contracts will continue only if the contracted vendor(s) is in good standing.

- School Food Services
- School Custodial Services
- Golf Cart Rental

My intention to seek a longer-term contract is to attract more competitive rates from vendors and to conduct more effective contract management.

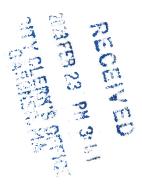
If you have any questions or concerns, please feel free to contact me for additional details.



Mayor Michael J. Nicholson

February 22, 2023

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



RE: Notification of City Involvement in Lawsuit Settlement - Allegran

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

Since that time, Attorney General Campbell has initiated new litigation against different opioid distributors which have recently reached a settlement agreement.

I am writing to inform you that the Administration has signed the City onto the lawsuit against Allegren and that the City will be receiving financial compensation through this settlement as seven equal payments of \$8,649.65 for the next seven years for a total award of \$60,547.58. These will begin in July of 2023.

Just like the previous settlement agreement, these funds are severely restricted through the settlement agreement to be only used for costs associated with combating the opioid epidemic. However, since the legislature has not allowed these funds to be deposited into special revenue accounts, these funds must fall to the general fund and be appropriated by the Council through a regular budgeting process.

The Administration will track these funds as they come in and make sure they are appropriated in the correct fashion. I am hopeful that the legislature will help alleviate this procedural hurdle this session, but until then, we will continue to do what is required of the settlement under the current standards.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

<u>EXHIBIT K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[X] Yes [] No

Governmental Entity: Gardner city		State: MA
Authorized Signatory: Mayor Michael J. Nic	holson	
Address 1: Gardner City Hall		
Address 2: 95 Pleasant St		
City, State, Zip: Gardner	Massachusetts	01440
Phone: 978-630-1490		
Email: mayor@gardner-ma.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:	Michael Mcholson
Name:	Michael J. Nicholson
Title:	Mayor
Date:	2/13/2023





*The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By
ertain conditions.	By Payment*

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Abington	0.2400899791%		\$ 47,188.73
Acton	0.1586479343%	\$ 4,454.52	\$ 31,181.62
Acushnet	0.1547305792%	\$ 4,344.53	\$ 30,411.68
Adams	0.0189731986%	\$ 532.73	\$ 3,729.11
Agawam	0.4341901730%	\$ 12,191.19	\$ 85,338.35
Alford	0.0007449491%	\$ 20.92	\$ 146.42
Amesbury	0.2580959424%	\$ 7,246.82	\$ 50,727.73
Amherst	0.3675897982%	\$ 10,321.19	\$ 72,248.31
Andover	0.7102727131%	\$ 19,943.04	\$ 139,601.27
Aquinnah	0.0049293930%	\$ 138.41	\$ 968.85
Arlington	0.3350233330%	\$ 9,406.79	\$ 65,847.50
Ashburnham	0.0140160133%	\$ 393.54	\$ 2,754.79
Ashby	0.0069876989%	\$ 196.20	\$ 1,373.40
Ashfield	0.0027296132%	\$ 76.64	\$ 536.49
Ashland	0.1613930923%	\$ 4,531.60	\$ 31,721.17
Athol	0.0359559233%	\$ 1,009.57	\$ 7,066.99
Attleboro	0.9357205930%	\$ 26,273.16	\$ 183,912.15
Auburn	0.3036683195%	\$ 8,526.40	\$ 59,684.80
Avon	0.0739889948%	\$ 2,077.46	\$ 14,542.24
Ayer	0.0179210686%	\$ 503.19	\$ 3,522.31
Barnstable	0.8578313582%	\$ 24,086.19	\$ 168,603.33
Barnstable County	0.0639482242%	\$ 1,795.54	\$ 12,568.77
Barre	0.0096522017%	\$ 271.01	\$ 1,897.10
Becket	0.0067279376%	\$ 188.91	\$ 1,322.35
Bedford	0.1982937972%	\$ 5,567.69	\$ 38,973.86
Belcher	0.3492785905%	\$ 9,807.05	\$ 68,649.32

Municipal Allocation of Allocation		7 Annual Payments (Starting	-	
		~ July 2023)		Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	1\$	19,654,601.48
Bellingham	0.1961076781%		\$ 1	38,544.18
Belmont	0.2420315678%	\$ 6,795.76	Ş	47,570.34
Berkley	0.1212759115%	\$ 3,405.19	Ş	23,836.30
Berlin	0.0397753511%	\$ 1,116.81	¢	7,817.69
Bernardston	0.0040751589%	\$ 114.42	2 \$	800.96
Beverly	0.4801566147%	\$ 13,481.84	\$	94,372.87
Billerica	0.3870913124%	\$ 10,868.75	\$ 5	76,081.25
Blackstone	0.0221473318%	\$ 621.85	Ş	4,352.97
Blandford	0.0009007116%	\$ 25.29	\$ 6	177.03
Bolton	0.0110088433%	\$ 309.11	1 \$	2,163.74
Boston	10.5767780349%	\$ 296,974.80	\$ C	2,078,823.57
Bourne	0.3783946742%	\$ 10,624.57	\$ 7	74,371.97
Boxborough	0.0399298051%	\$ 1,121.15	\$	7,848.04
Boxford	0.0912309051%	\$ 2,561.58	\$	17,931.07
Boylston	0.0562367737%	\$ 1,579.02	\$ 2	11,053.11
Braintree	0.4457226214%	\$ 12,515.00	\$ (87,605.00
Brewster	0.1284470083%	\$ 3,606.54	\$ 1	25,245.75
Bridgewater	0.0570448443%	\$ 1,601.71	¢ 1	11,211.94
Brimfield	0.0355644757%	\$ 998.58	\$ 8	6,990.06
Bristol County	0.1015083030%	\$ 2,850.15	\$	19,951.05
Brockton	2.1170344615%	\$ 59,442.10	\$ (416,094.69
Brookfield	0.0372953453%	\$ 1,047.18	\$	7,330.25
Brookline	0.8244968622%	\$ 23,150.22	\$ 2	162,051.57
Buckland	0.0031396937%	\$ 88.16	\$	617.09
Burlington	0.3034752912%	\$ 8,520.98	\$	59,646.86
Cambridge	4.3053779748%	\$ 120,886.41	\$ 1	846,204.88

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Canton	0.2909840866%	\$ 8,170.25	\$ 57,191.76
Carlisle	0.0526144568%	\$ 1,477.31	\$ 10,341.16
Carver	0.2179547901%	\$ 6,119.74	\$ 42,838.15
Charlemont	0.0066765925%	\$ 187.47	\$ 1,312.26
Charlton	0.0305379405%	\$ 857.44	\$ 6,002.11
Chatham	0.1685335181%	\$ 4,732.08	\$ 33,124.59
Chelmsford	0.3162632088%	\$ 8,880.04	\$ 62,160.27
Chelsea	0.5236031155%	\$ 14,701.73	\$ 102,912.11
Cheshire	0.0015830626%	\$ 44.45	\$ 311.14
Chester	0.0096828727%	\$ 271.88	\$ 1,903.13
Chesterfield	0.0168042468%	\$ 471.83	\$ 3,302.81
Chicopee	0.8816952708%	\$ 24,756.24	\$ 173,293.69
Chilmark	0.0062328576%	\$ 175.01	\$ 1,225.04
Clarksburg	0.0303920178%	\$ 853.35	\$ 5,973.43
Clinton	0.2371744557%	\$ 6,659.38	\$ 46,615.69
Cohasset	0.1430861241%	\$ 4,017.57	\$ 28,123.01
Colrain	0.0016018525%	\$ 44.98	\$ 314.84
Concord	0.1749597704%	\$ 4,912.52	\$ 34,387.65
Солwау	0.0354590115%	\$ 995.62	\$ 6,969.33
Cummington	0.0009757143%	\$ 27.40	\$ 191.77
Dalton	0.0123034626%	\$ 345.46	\$ 2,418.20
Danvers	0.4037368656%	\$ 11,336.12	\$ 79,352.87
Dartmouth	0.5505881937%	\$ 15,459.42	\$ 108,215.92
Dedham	0.3188835370%	\$ 8,953.61	\$ 62,675.29
Deerfield	0.0872700035%	\$ 2,450.37	\$ 17,152.57
Dennis	0.0970183530%	\$ 2,724.08	\$ 19,068.57

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0.6902310022% \$ 19,380.31 \$	Foxborough	0.2588100112%		
	Framingham	0.6902310022%		

The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment*

Municipal Allocation of Allergan		/ Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Franklin	0.4506715894%	\$ 12,653.96	\$ 88,577.70
Freetown	0.0347111837%	\$ 974.62	\$ 6,822.34
Gardner	0.3080580392%	\$ 8,649.65	\$ 60,547.58
Georgetown	0.1361143365%	\$ 3,821.82	\$ 26,752.73
Gill	0.0032293514%	\$ 90.67	\$ 634.72
Gloucester	0.4219402015%	\$ 11,847.24	\$ 82,930.67
Goshen	0.0020598761%	\$ 57.84	\$ 404.86
Gosnold	0.0011645031%	\$ 32.70	\$ 228.88
Grafton	0.2787903277%	\$ 7,827.88	\$ 54,795.13
Granby	0.1421420753%	\$ 3,991.07	\$ 27,937.46
Granville	0.0205788719%	\$ 577.81	\$ 4,044.70
Great Barrington	0.0238735954%	\$ 670.32	\$ 4,692.26
Greenfield	0.4522917084%	\$ 12,699.45	\$ 88,896.13
Groton	0.0112861907%	\$ 316.89	\$ 2,218.26
Groveland	0.0109548289%	\$ 307.59	\$ 2,153.13
Hadley	0.1036658447%	\$ 2,910.73	\$ 20,375.11
Halifax	0.0744074497%	\$ 2,089.21	\$ 14,624.49
Hamilton	0.0148754814%	\$ 417.67	\$ 2,923.72
Hampden	0.0086441416%	\$ 242.71	\$ 1,698.97
Hancock	0.0080083205%	\$ 224.86	\$ 1,574.00
Hanover	0.2979987927%	\$ 8,367.21	\$ 58,570.48
Hanson	0.0306151413%	\$ 859.61	\$ 6,017.28
Hardwick	0.0046489576%	\$ 130.53	\$ 913.73
Harvard	0.1646144358%	\$ 4,622.04	\$ 32,354.31
Harwich	0.2864309104%	\$ 8,042.41	\$ 56,296.85
Hatfield	0.0627393895%	\$ 1,761.60	\$ 12,331.18

*The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By
tain conditions.	y Payment*

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Haverhill	0.8142937865%	\$ 22,863.74	\$ 160,046.20
Hawley	0.0002691301%	\$ 7.56	\$ 52.90
Heath	0.0011790011%	\$ 33.10	\$ 231.73
Hingham	0.4828724626%	\$ 13,558.09	\$ 94,906.66
Hinsdale	0.0037015067%	\$ 103.93	\$ 727.52
Holbrook	0.1222501079%	\$ 3,432.54	\$ 24,027.77
Holden	0.0343745879%	\$ 965.17	\$ 6,756.19
Holland	0.0238040885%	\$ 668.37	\$ 4,678.60
Holliston	0.1672190621%	\$ 4,695.18	\$ 32,866.24
Holyoke	0.9664659552%	\$ 27,136.43	\$ 189,955.03
Hopedale	0.1372305825%	\$ 3,853.16	\$ 26,972.12
Hopkinton	0.2027514537%	\$ 5,692.86	\$ 39,849.99
Hubbardston	0.0076647112%	\$ 215.21	\$ 1,506.47
Hudson	0.1994512345%	\$ 5,600.19	\$ 39,201.35
Hull	0.1954841045%	\$ 5,488.80	\$ 38,421.62
Huntington	0.0026561285%	\$ 74.58	\$ 522.05
Ipswich	0.2079635850%	\$ 5,839.20	\$ 40,874.41
Kingston	0.1369378473%	\$ 3,844.94	\$ 26,914.59
Lakeville	0.0202228058%	\$ 567.82	\$ 3,974.71
Lancaster	0.0116656002%	\$ 327.55	\$ 2,292.83
Lanesborough	0.0575248505%	\$ 1,615.18	\$ 11,306.28
Lawrence	1.4758837913%	\$ 41,439.87	\$ 290,079.08
Lee	0.1519018348%	\$ 4,265.10	\$ 29,855.70
Leicester	0.1926291380%	\$ 5,408.64	\$ 37,860.49
Lenox	0.1609461124%	\$ 4,519.05	\$ 31,633.32
Leominster	0.7902530708%	\$ 22,188.73	\$ 155,321.09

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*The below figures are estimates that are subject to reduction and acceleration under certain conditions.

Municipal Allocation of Allergan		7 Annual Payments (Starting	
		~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
	0.0395342227%	1,110.04	
Lexington	0.5090924410%	\$ 14,294.30	\$ 100,060.09
Leyden	0.0007689206%	\$ 21.59	\$ 151.13
Lincoln	0.1099619285%	\$ 3,087.51	\$ 21,612.58
Littleton	0.1043597104%	\$ 2,930.21	\$ 20,511.49
Longmeadow	0.2992108201%	\$ 8,401.24	\$ 58,808.69
Lowell	1.0242474790%	\$ 28,758.82	\$ 201,311.76
Ludlow	0.3042665608%	\$ 8,543.20	\$ 59,802.38
Lunenburg	0.1916440550%	\$ 5,380.98	\$ 37,666.88
Lynn	1.5917595154%	\$ 44,693.43	\$ 312,853.99
Lynnfield	0.2333154069%	\$ 6,551.03	\$ 45,857.21
Malden	0.4659742140%	\$ 13,083.62	\$ 91,585.37
Manchester-By-The-Sea	0.0201100664%	\$ 564.65	\$ 3,952.55
Mansfield	0.6816694002%	\$ 19,139.91	\$ 133,979.40
Marblehead	0.3485912672%	\$ 9,787.75	\$ 68,514.22
Marion	0.0698025620%	\$ 1,959.92	\$ 13,719.42
Marlborough	0.3668295136%	\$ 10,299.84	\$ 72,098.88
Marshfield	0.4930551259%	\$ 13,844.00	\$ 96,908.02
Mashpee	0.3459150927%	\$ 9,712.60	\$ 67,988.23
Mattapoisett	0.0843720139%	\$ 2,369.00	\$ 16,582.98
Maynard	0.1014940666%	\$ 2,849.75	\$ 19,948.25
Medfield	0.2083772770%	\$ 5,850.82	\$ 40,955.72
Medford	0.3972200658%	\$ 11,153.15	\$ 78,072.02
Medway	0.1940731867%	\$ 5,449.19	\$ 38,144.31
Melrose	0.2296395466%	\$ 6,447.82	\$ 45,134.74
Mendon	0.0164096065%	\$ 460.75	\$ 3,225.24

*	
The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

		7 Annual Payments (Starting	
IVIUNICIPAL Allocation of Allergan			Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Merrimac	0.0100336001%	\$ 281.72	\$ 1,972.06
Methuen	0.7149217230%	\$ 20,073.57	\$ 140,515.02
Middleborough	0.3933419654%	\$ 11,044.26	\$ 77,309.80
Middlefield	0.0003252381%	\$ 9.13	\$ 63.92
Middleton	0.0917093411%	\$ 2,575.02	\$ 18,025.11
Milford	0.5323916620%	\$ 14,948.49	\$ 104,639.46
Millbury	0.2332340712%	\$ 6,548.75	\$ 45,841.23
Millis	0.0999797258%	\$ 2,807.23	\$ 19,650.62
Millville	0.0062130209%	\$ 174.45	\$ 1,221.14
Milton	0.3520463069%	\$ 9,884.76	\$ 69,193.30
Monroe	0.0001025332%	\$ 2.88	\$ 20.15
Monson	0.1266258006%	\$ 3,555.40	\$ 24,887.80
Montague	0.0291412591%	\$ 818.23	\$ 5,727.60
Monterey	0.0042137017%	\$ 118.31	\$ 828.19
Montgomery	0.0002324400%	\$ 6.53	\$ 45.69
Mt Washington	0.0001746048%	\$ 4.90	\$ 34.32
Nahant	0.0355497159%	\$ 998.16	\$ 6,987.15
Nantucket	0.1102324194%	\$ 3,095.11	\$ 21,665.74
Natick	0.3421702489%	\$ 9,607.46	\$ 67,252.20
Needham	0.4914063771%	\$ 13,797.71	\$ 96,583.97
New Ashford	0.0002677169%	\$ 7.52	\$ 52.62
New Bedford	2.3617391681%	\$ 66,312.92	\$ 464,190.42
New Braintree	0.0013480056%	\$ 37.85	\$ 264.95
New Marlborough	0.0032940955%	\$ 92.49	\$ 647.44
New Salem	0.0024476600%	\$ 68.73	\$ 481.08
Newbury	0.0135400372%	\$ 380.18	\$ 2,661.24

7 Annual Payments (Starti	inicipal Allocation of Allergan
*The below figures are estimates that are subject to reduction and acceleration under certain conditions.	*The below figures are estimates that
Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment-	Estimated Maximum Municipal P

Municipal Allocation of Allergan		7 Annual Payments (Starting	Total	incomposite
Abatement Funds, by Payment	Cattlement Ex & Allocation	 July 2023) \$ 207 200 21 	¢ 10	10 654 601 48
Newburyport	0.2905748435%	Station 1		57,111.33
Newton	1.0088865481%	\$ 28,327.52	Ş	198,292.63
Norfolk	0.0563017795%	\$ 1,580.84	Ş	11,065.89
Norfolk County	0.0892988423%	\$ 2,507.33	Ş	17,551.33
North Adams	0.3428675166%	\$ 9,627.03	\$	67,389.24
North Andover	0.4494773051%	\$ 12,620.42	Ş	88,342.97
North Attleborough	0.6369959028%	\$ 17,885.57	Ş	125,199.01
North Brookfield	0.0698725924%	\$ 1,961.88	Ş	13,733.18
North Reading	0.1664230820%	\$ 4,672.83	\$	32,709.79
Northampton	0.5405649568%	\$ 15,177.98	Ş	106,245.89
Northborough	0.2422641125%	\$ 6,802.29	\$	47,616.05
Northbridge	0.2823159735%	\$ 7,926.87	Ş	55,488.08
Northfield	0.0153010544%	\$ 429.62	\$	3,007.36
Norton	0.4563834066%	\$ 12,814.33	Ş	89,700.34
Norwell	0.2753854817%	\$ 7,732.27	Ş	54,125.92
Norwood	0.3412282413%	\$ 9,581.01	Ş	67,067.05
Oak Bluffs	0.0769116887%	\$ 2,159.53	\$	15,116.69
Oakham	0.0026269230%	\$ 73.76	Ş	516.31
Orange	0.1376712816%	\$ 3,865.53	Ş	27,058.74
Orleans	0.0935051641%	\$ 2,625.44	Ş	18,378.07
Otis	0.0035269019%	\$ 99.03	Ş	693.20
Oxford	0.2336229019%	\$ 6,559.66	Ş	45,917.65
Palmer	0.1621757259%	\$ 4,553.57	\$	31,874.99
Paxton	0.0115100470%	\$ 323.18	Ş	2,262.25
Peabody	0.7162928627%	\$ 20,112.07	Ş	140,784.51
Pelham	0.0235476246%	\$ 661.17	Ş	4,628.19

		Decimants /Stating	
Municipal Allocation of Allergan		~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Pembroke	0.3388218249%	\$ 9,513.44	\$ 66,594.08
Pepperell	0.0102363113%	\$ 287.42	\$ 2,011.91
Peru	0.0011523603%	\$ 32.36	\$ 226.49
Petersham	0.0159775433%	\$ 448.62	\$ 3,140.32
Phillipston	0.0039835646%	\$ 111.85	\$ 782.95
Pittsfield	1.1541979937%	\$ 32,407.57	\$ 226,853.02
Plainfield	0.0004986914%	\$ 14.00	\$ 98.02
Plainville	0.0738004154%	\$ 2,072.17	\$ 14,505.18
Plymouth	1.0727134492%	\$ 30,119.65	\$ 210,837.55
Plymouth County	0.0008974666%	\$ 25.20	\$ 176.39
Plympton	0.0311939123%	\$ 875.86	\$ 6,131.04
Princeton	0.0094015998%	\$ 263.98	\$ 1,847.85
Provincetown	0.0895015011%	\$ 2,513.02	\$ 17,591.16
Quincy	1.0277365393%	\$ 28,856.79	\$ 201,997.52
Randolph	0.3517891103%	\$ 9,877.54	\$ 69,142.75
Raynham	0.0739771661%	\$ 2,077.13	\$ 14,539.92
Reading	0.2463903024%	\$ 6,918.15	\$ 48,427.03
Rehoboth	0.0342848256%	\$ 962.65	\$ 6,738.55
Revere	0.5754964378%	\$ 16,158.79	\$ 113,111.53
Richmond	0.0346755405%	\$ 973.62	\$ 6,815.34
Rochester	0.0656757963%	\$ 1,844.05	\$ 12,908.32
Rockland	0.3048431858%	\$ 8,559.39	\$ 59,915.71
Rockport	0.1188536886%	\$ 3,337.17	\$ 23,360.22
Rowe	0.0242459391%	\$ 680.78	\$ 4,765.44
Rowley	0.0134543050%	\$ 377.77	\$ 2,644.39
Royalston	0.0020739031%	\$ 58.23	\$ 407.62

*The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By
er certain conditions.	ons, By Payment*

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments	yments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,65	19,654,601.48
Russell	0.0012348998%	a la seconda de la	\$	242.71
Rutland	0.0122272562%	\$ 343.32	\$	2,403.22
Salem	0.6254547137%	\$ 17,561.52	\$ 12	122,930.63
Salisbury	0.0319290215%	\$ 896.50	Ş	6,275.52
Sandisfield	0.0020719142%	\$ 58.18	\$	407.23
Sandwich	0.4944903815%	\$ 13,884.30	5 5	97,190.11
Saugus	0.3330802265%	\$ 9,352.23	\$ 6	65,465.59
Savoy	0.0103246605%	\$ 289.90	Ş	2,029.27
Scituate	0.3938536371%	\$ 11,058.62	\$ 7	77,410.36
Seekonk	0.3325159013%	\$ 9,336.38	¢ 6	65,354.68
Sharon	0.3157804286%	\$ 8,866.48	\$ 6	62,065.38
Sheffield	0.0066580643%	\$ 186.95	Ş	1,308.62
Shelburne	0.0145706034%	\$ 409.11	Ş	2,863.79
Sherborn	0.0361347676%	\$ 1,014.59	Ş	7,102.14
Shirley	0.0049654026%	\$ 139.42	\$	975.93
Shrewsbury	0.6471205738%	\$ 18,169.85	\$ 12	127,188.97
Shutesbury	0.0358178516%	\$ 1,005.69	Ş	7,039.86
Somerset	0.2943717652%	\$ 8,265.37	\$ 5	57,857.60
Somerville	0.5538327759%	\$ 15,550.52	\$ 10	108,853.62
South Hadley	0.3289508962%	\$ 9,236.28	¢ 6	64,653.99
Southampton	0.0773861993%	\$ 2,172.85	\$ 1	15,209.95
Southborough	0.2173688486%	\$ 6,103.28	\$ 4	42,722.98
Southbridge	0.2906114812%	\$ 8,159.79	\$ 5	57,118.53
Southwick	0.0165255910%	\$ 464.01	Ş	3,248.04
Spencer	0.0203153945%	\$ 570.42	Ş	3,992.91
Springfield	3.4410224370%	\$ 96,617.04	\$ 67	676,319.25

*The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions
der certain	sions, By Pa
conditions.	ayment*

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments	ents
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48	01.48
Sterling	0.0196759620%	552.46	\$ 3,8	3,867.23
Stockbridge	0.0092305018%	\$ 259.17	\$ 1,8	1,814.22
Stoneham	0.1669780908%	\$ 4,688.41	\$ 32,8	32,818.88
Stoughton	0.3118943726%	\$ 8,757.37	\$ 61,3	61,301.60
Stow	0.0087733680%	\$ 246.34	\$ 1,7	1,724.37
Sturbridge	0.1235688557%	\$ 3,469.57	\$ 24,2	24,286.97
Sudbury	0.1950193814%	\$ 5,475.75	\$ 38,3	38,330.28
Sunderland	0.0394445127%	\$ 1,107.52	\$ 7,7	7,752.66
Sutton	0.1720631416%	\$ 4,831.19	\$ 33,8	33,818.32
Swampscott	0.2802270489%	\$ 7,868.22	\$ 55,0	55,077.51
Swansea	0.3127370397%	\$ 8,781.03	\$ 61,4	61,467.22
Taunton	1.3156698571%	\$ 36,941.38	\$ 258,5	258,589.67
Templeton	0.0167725290%	\$ 470.94	\$ 3,2	3,296.57
Tewksbury	0.2526508477%	\$ 7,093.93	\$ 49,6	49,657.52
Tisbury	0.0665566713%	\$ 1,868.78	\$ 13,0	13,081.45
Tolland	0.0005593530%	\$ 15.71	\$1	109.94
Topsfield	0.0713350646%	\$ 2,002.95	\$ 14,0	14,020.62
Townsend	0.0093843801%	\$ 263.49	\$	1,844.46
Truro	0.0604250384%	\$ 1,696.61	\$ 11,8	11,876.30
Tyngsborough	0.1162396935%	\$ 3,263.78	\$ 22,8	22,846.45
Tyringham	0.0012803829%	\$ 35.95	\$ 2	251.65
Upton	0.0211017442%	\$ 592.49	\$ 4,1	4,147.46
Uxbridge	0.2255606716%	\$ 6,333.29	\$ 44,3	44,333.05
Wakefield	0.2116065761%	\$ 5,941.49	\$ 41,5	41,590.43
Wales	0.0147604390%	\$ 414.44	\$ 2,9	2,901.11
Walpole	0.3194149930%	\$ 8,968.53	\$ 62,7	62,779.74

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Waltham	0.5322671985%	\$ 14,945.00	\$ 104,615.00
Ware	0.2035588439%	\$ 5,715.53	\$ 40,008.68
Wareham	0.3595394490%	\$ 10,095.15	\$ 70,666.05
Warren	0.0179304373%	\$ 503.45	\$ 3,524.16
Warwick	0.0065997057%	\$ 185.31	\$ 1,297.15
Washington	0.0004074112%	\$ 11.44	\$ 80.08
Water	0.2540965713%	\$ 7,134.52	\$ 49,941.67
Wayland	0.2147389946%	\$ 6,029.44	\$ 42,206.09
Webster	0.2405963644%	\$ 6,755.47	\$ 47,288.26
Wellesley	0.4811483972%	\$ 13,509.69	\$ 94,567.80
Wellfleet	0.0667808417%	\$ 1,875.07	\$ 13,125.51
Wendell	0.0010508215%	\$ 29.50	\$ 206.53
Wenham	0.0112119209%	\$ 314.81	\$ 2,203.66
West Boylston	0.1222726663%	\$ 3,433.17	\$ 24,032.21
West Bridgewater	0.1467598909%	\$ 4,120.72	\$ 28,845.07
West Brookfield	0.0059191866%	\$ 166.20	\$ 1,163.39
West Newbury	0.0086981560%	\$ 244.23	\$ 1,709.59
West Springfield	0.4627594653%	\$ 12,993.36	\$ 90,953.53
West Stockbridge	0.0028401544%	\$ 79.75	\$ 558.22
West Tisbury	0.0099183484%	\$ 278.49	\$ 1,949.41
Westborough	0.5070384269%	\$ 14,236.63	\$ 99,656.38
Westfield	0.6538385669%	\$ 18,358.48	\$ 128,509.36
Westford	0.2939962811%	\$ 8,254.83	\$ 57,783.80
Westhampton	0.0199373981%	\$ 559.80	\$ 3,918.62
Westminster	0.0226744436%	\$ 636.65	\$ 4,456.57
Weston	0.2254658323%	\$ 6,330.63	\$ 44,314.41

Municipal Allocation of Allergan		7 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,807,800.21	\$ 19,654,601.48
Westport	0.2811335179%	\$ 7,893.67	\$ 55,255.67
Westwood	0.2903783084%	\$ 8,153.24	\$ 57,072.70
Weymouth	0.5656639786%	\$ 15,882.71	\$ 111,179.00
Whately	0.0314223222%	\$ 882.28	\$ 6,175.93
Whitman	0.0448742719%	\$ 1,259.98	\$ 8,819.86
Wilbraham	0.0313150261%	\$ 879.26	\$ 6,154.84
Williamsburg	0.0343998679%	\$ 965.88	\$ 6,761.16
Williamstown	0.0783021941%	\$ 2,198.57	\$ 15,389.98
Wilmington	0.2467559990%	\$ 6,928.42	\$ 48,498.91
Winchendon	0.1830720373%	\$ 5,140.30	\$ 35,982.08
Winchester	0.2570095300%	\$ 7,216.31	\$ 50,514.20
Windsor	0.0005238144%	\$ 14.71	\$ 102.95
Winthrop	0.1505890537%	\$ 4,228.24	\$ 29,597.68
Woburn	0.3503541163%	\$ 9,837.24	\$ 68,860.71
Worcester	3.7929503518%	\$ 106,498.47	\$ 745,489.28
Worthington	0.0015069609%	\$ 42.31	\$ 296.19
Wrentham	0.0961794021%	\$ 2,700.53	\$ 18,903.68
Yarmouth	0.1308391883%	\$ 3,673.70 \$	\$ 25,715.92



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Notification of City Involvement in Opioid Lawsuit Settlement - CVS

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

Since that time, Attorney General Campbell has initiated new litigation against different opioid distributors which have recently reached a settlement agreement.

I am writing to inform you that the Administration has signed the City onto the lawsuit against CVS and that the City will be receiving financial compensation through this settlement as follows:

Community	% of	Year 1	Year 2	Year 3-6	Year 7	Year 8-10	Total
	Settlement						
Gardner	0.30805	9,613.93	7,664.71	15,317.28	14,552.02	13,774.62	134,435.79

Just like the previous settlement agreement, these funds are severely restricted through the settlement agreement to be only used for costs associated with combating the opioid epidemic. However, since the legislature has not allowed these funds to be deposited into special revenue accounts, these funds must fall to the general fund and be appropriated by the Council through a regular budgeting process.

The Administration will track these funds as they come in and make sure they are appropriated in the correct fashion. I am hopeful that the legislature will help alleviate this procedural hurdle this session, but until then, we will continue to do what is required of the settlement under the current standards.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

ALL BRIDE CELLER

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[x] Yes [] No

Governmental Entity: Gardner city		State: MA
Authorized Signatory: Mayor Michael J.	Nicholson	
Address 1: Gardner City Hall		· · · · · · · · · · · · · · · · · · ·
Address 2: 95 Pleasant St		
City, State, Zip: Gardner	Massachusetts	01440
Phone: 978-630-1490		
Email: mayor@gardner-ma.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	Michael Mcholson E4290202953440E
Name:	Michael J. Nicholson
Title:	Mayor
Date:	2/13/2023

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The below figures are estimates that are subject to reduction and acceleration under certain conditio	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment*
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Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
	Settlement Ex. G Allocation	\$ 3,120,817.68 \$	3 \$ 2,488,073.98	s		4,471,436.79	\$ 43,639,758.93
Abington	0.2400899791%			\$ 11,937.77 \$	\$ 11,341.35 \$	10,735.47	s
Acton	0.1586479343%	\$ 4,951.11	\$ 3,947.28	\$ 7,888.30		7,093.84	ŝ
Acushnet	0.1547305792%	\$ 4,828.86	\$	\$ 7,693.52	\$ 7,309.15	6,918.68	
Adams	0.0189731986%	\$ 592.12	\$ 472.07	\$ 943.39	\$ 896.25	848.37	
Agawam	0.4341901730%	\$ 13,550.28	\$ 10,802.97	\$ 21,588.83 \$	\$ 20,510.24	19,414.54	18
Alford	0.0007449491%	\$ 23.25	\$ 18.53	\$ 37.04	\$ 35.19	\$ 33.31	\$ 325.09
Amesbury	0.2580959424%	\$ 8,054.70	\$ 6,421.62	\$ 12,833.06 \$	12,191.92		112
Amherst	0.3675897982%	\$ 11,471.81	\$ 9,145.91	\$ 18,277.32 \$	17,364.18	16,436.55	
Andover	0.7102727131%	\$ 22,166.32	\$ 17,672.11	\$ 35,316.22	\$	31,759.40	
Aquinnah	0.0049293930%	\$ 153.84	\$ 122.65	\$	\$	220.41	
Arlington	0.3350233330%	\$ 10,455.47	\$ 8,335.63	\$ 16,658.05 \$	\$ 15,825.81	14,980.36	14
Ashburnham	0.0140160133%	\$ 437.41	\$ 348.73	\$ 696.90	\$ 662.09	\$ 626.72	
Ashby	0.0069876989%	\$ 218.07	\$ 173.86	\$ 347.44	\$ 330.08	312.45	
Ashfield	0.0027296132%	\$ 85.19	\$ 67.91	\$	\$ 128.94	\$ 122.05	\$ 1,191.20
Ashland	0.1613930923%	\$ 5,036.78	\$ 4,015.58	\$ 8,024.80 \$	7,623.87	\$ 7,216.59	-
Athol	0.0359559233%	\$ 1,122.12	\$ 894.61	\$ 1,787.80	\$ 1,698.48	\$ 1,607.75	\$ 15,691.08
Attleboro	0.9357205930%	\$ 29,202.13	\$ 23,281.42	\$ 46,525.95	\$ 44,201.50	\$ 41,840.15	\$ 408,346.21
Auburn	0.3036683195%	\$ 9,476.93	\$ 7,555.49	\$ 15,099.01 \$	14,344.66	\$ 13,578.34	\$ 132,520.12
Avon	0.0739889948%	\$ 2,309.06	\$ 1,840.90	\$ 3,678.88 \$	3,495.09	\$ 3,308.37	
Ayer	0.0179210686%	\$ 559.28	\$ 445.89	\$	846.55	\$ 801.33	
Barnstable	0.8578313582%	\$ 26,771.35	\$ 21,343.48	\$ 42,653.14	\$ 40,522.17		37
Barnstable County	0.0639482242%	\$ 1,995.71	\$ 1,591.08	\$ 3,179.64	\$ 3,020.78	\$ 2,859.40	\$ 27,906.85
Barre	0.0096522017%	\$ 301.23	\$ 240.15	\$	\$ 455.95	\$ 431.59	\$ 4,212.20
Becket	0.0067279376%	\$ 209.97	\$ 167.40	\$ 334.53	\$ 317.81	\$ 300.84	\$ 2,936.06
Bedford	0.1982937972%	\$ 6,188.39	\$ 4,933.70	\$ 9,859.58 \$	9,366.99	_	80
Belcher	0.3492785905%	\$ 10,900.35	\$ 8,690.31	\$ 17,366.85 \$	16,499.20		
Bellingham	0.1961076781%	\$ 6,120.16	\$ 4,879.30	\$ 9,750.88 \$	9,263.72		
Belmont	0.2420315678%	\$ 7,553.36	\$ 6,021.92	\$ 12,034.31	\$ 11,433.07	10,822.29	
Berkley	0.1212759115%	\$ 3,784.80	\$ 3,017.43	\$ 6,030.09 \$	5,728.82	\$ 5,422.78	
Berlin	0.0397753511%	\$ 1,241.32	\$ 989.64	\$ 1,977.71 \$	1,878.91	\$ 1,778.53	\$ 17,357.87
Bernardston	0.0040751589%	\$ 127.18	\$ 101.39	\$ 202.63	\$ 192.50	\$ 182.22	\$ 1,778.39
Beverly	0.4801566147%	\$ 14,984.81	\$ 11,946.65	\$ 23,874.37	\$ 22,681.60	\$ 21,469.90	\$ 209,539.19
Billerica	0.3870913124%	\$ 12,080.41	\$ 9,631.12	\$ 19,246.98 \$	18,285.39	\$ 17,308.54	\$ 168,925.72
Blackstone	0.0221473318%	\$ 691.18	\$ 551.04	\$ 1,101.21	1,046.19	990.30	
Blandford	0.0009007116%	\$ 28.11	\$ 22.41	\$ 44.79 \$	42.55		\$ 393.07
Bolton	0.0110088433%	\$ 343.57	\$ 273.91	\$ 547.38	\$ 520.03	492.25	4
Boston	10.5767780349%	\$ 330,081.96	\$ 263,158.06	\$ 525,899.14 \$	\$ 499,625.03 \$	472,933.94	\$ 4,615,680.44
Bourne	0.3783946742%	\$ 11,809.01	\$ 9,414.74	\$ 18,814.56	\$ 17,874.58	\$ 16.919.68	

The below figures are estimates that are subject to reduction and acceleration under certain con	Estimated Maximum Municipal Abatement Payments t
duction and acceleration under certain conditions.	yments to Participating Subdivisions, By Payment*

Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
	Settlement Ex. G Allocation	\$ 3,120,817.68	\$ 2,488,073.98	\$ 4,972,205.52	\$ 4,723,792.38	\$ 4,471,436.79	\$ 43,639,758.93
Boxborough	0.0399298051%	\$ 1,246.14	Ş	\$ 1,985.39	\$ 1,886.20	1,785.44	s
Boxford	0.0912309051%		2	\$ 4,536.19	\$	4,079.33	s
Boylston	0.0562367737%	\$ 1,755.05	\$ 1,399.21	\$ 2,796.21	Service and		
Braintree	0.4457226214%	\$ 13,910.19	\$ 11,089.91	\$ 22,162.24		Ц	
Brewster	0.1284470083%	\$ 4,008.60	\$ 3,195.86	\$ 6,386.65	\$ 6,067.57	\$ 5,743.43	
Bridgewater	0.0570448443%	\$ 1,780.27	\$ 1,419.32	\$ 2,836.39	\$ 2,694.68		
Brimfield	0.0355644757%	\$ 1,109.90	\$ 884.87	\$	\$		
Bristol County	0.1015083030%	\$ 3,167.89	\$ 2,525.60	\$ 5,047.20 \$	\$ 4,795.04 \$	4,538.88	
Brockton	2.1170344615%	\$ 66,068.79	\$ 52,673.38	\$ 105,263.30 \$	100,004.31	\$ 94,661.86	\$ 923,868.74
Brookfield	0.0372953453%	\$ 1,163.92	\$ 927.94	\$ 1,854.40	\$ 1,761.75	\$ 1,667.64	\$ 16,275.60
Brookline	0.8244968622%	\$ 25,731.04	\$ 20,514.09	\$ 40,995.68 \$	38,947.52	\$ 36,866.86	3
Buckland	0.0031396937%	\$ 97.98	\$ 78.12	\$ 156.11	\$ 148.31	\$ 140.39	\$ 1,370.15
Burlington	0.3034752912%	\$ 9,470.91	\$ 7,550.69	\$ 15,089.42	\$ 14,335.54	\$ 13,569.71	\$ 132,435.89
Cambridge	4.3053779748%	\$ 134,363.00	\$ 107,120.99			\$ 192,512.25	4,
Canton	0.2909840866%	\$ 9,081.08	\$ 7,239.90	\$ 14,468.33	\$ 13,745.48	\$ 13,011.17	\$ 126,984.75
Carlisle	0.0526144568%	\$ 1,642.00	\$ 1,309.09	\$ 2,616.10	2,485.40	\$ 2,352.62	
Carver	0.2179547901%	\$ 6,801.97	\$ 5,422.88	\$ 10,837.16		\$ 9,745.71	\$ 95,114.94
Charlemont	0.0066765925%	\$ 208.36	\$ 166.12	\$ 331.97	\$ 315.39	\$ 298.54	\$
Chariton	0.0305379405%	\$ 953.03	\$ 759.81	\$ 1,518.41	\$ 1,442.55	\$ 1,365.48	\$ 13,326.68
Chatham	0.1685335181%	\$ 5,259.62	\$ 4,193.24	\$ 8,379.83	\$ 7,961.17	\$ 7,535.87	\$ 73,547.62
Chelmsford	0.3162632088%	\$ 9,870.00	\$ 7,868.86	\$ 15,725.26 \$	14,939.62	\$ 14,141.51	\$ 138,016.50
Chelsea	0.5236031155%	\$ 16,340.70	\$ 13,027.63	\$ 26,034.62 \$	24,733.92	\$ 23,412.58	\$ 228,499.14
Cheshire	0.0015830626%	\$ 49.40	\$ 39.39	\$ 78.71	\$ 74.78	\$ 70.79	\$ 690.84
Chester	0.0096828727%	\$ 302.18	\$ 240.92	\$ 481.45	\$ 457.40	\$ 432.96	\$ 4,225.58
Chesterfield	0.0168042468%	\$ 524.43	\$ 418.10	\$ 835.54	\$ 793.80	751.39	s,
Chicopee	0.8816952708%	\$ 27,516.10	\$ 21,937.23	\$ 43,839.70 \$	41,649.45	\$ 39,424.45	\$ 384,769.69
Chilmark	0.0062328576%	\$ 194.52	\$ 155.08	\$ 309.91	\$ 294.43	\$ 278.70	S
Clarksburg	0.0303920178%	\$ 948.48	\$ 756.18	\$ 1,511.15	\$ 1,435.66		\$ 1
Clinton	0.2371744557%	\$ 7,401.78	\$ 5,901.08		\$ 11,203.63	\$ 10,605.11	\$ 103,502.36
Cohasset	0.1430861241%	\$ 4,465.46	\$ 3,560.09	\$ 7,114.54	\$ 6,759.09	\$ 6,398.01	
Colrain	0.0016018525%	\$ 49.99	\$ 39.86	\$ 79.65	1000	\$ 71.63	\$ 699.04
Concord	0.1749597704%	\$ 5,460.18	\$ 4,353.13	\$ 8,699.36	\$ 8,264.74	\$ 7,823.22	\$ 76,352.02
Conway	0.0354590115%	\$ 1,106.61	\$ 882.25	\$ 1,763.09	\$ 1,675.01	\$ 1,585.53	\$ 15,474.23
Cummington	0.0009757143%	\$ 30.45	\$ 24.28	\$ 48.51	\$ 46.09	\$ 43.63	
Dalton	0.0123034626%	\$ 383.97	\$ 306.12	\$ 611.75	\$ 581.19	\$ 550.14	\$ 5,369.20
Danvers	0.4037368656%	\$ 12,599.89	\$ 10,045.27	\$ 20,074.63	\$ 19,071.69	\$ 18,052.84	17
Dartmouth	0.5505881937%	\$ 17,182.85	\$ 13,699.04	\$ 27,376.38	\$ 26,008.64	\$ 24,619.20	\$ 240,275.36
Dedham	0.3188835370%	\$ 9,951.77	\$ 7,934.06	\$ 15,855.54	\$ 15,063.40	\$ 14,258.68	

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Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
	Settlement Ex. G Allocation	\$ 3,120,817.68	3 \$ 2,488,073.98	\$ 4,972,205.52	\$ 4,723,792.38	\$ 4,471,436.79	\$ 43,639,758.93
Deerfield	0.0872700035%	\$ 2,723.54	s	\$ 4,339.24	\$ 4,122.45	\$ 3,902.22	\$ 38,084.42
Dennis	0.0970183530%	\$ 3,027.77	\$ 2,413.89	\$ 4,823.95	\$ 4,582.95	\$ 4,338.11	
Dighton	0.0228752705%	\$ 713.90	\$ 569.15	\$ 1,137.41	\$ 1,080.58	\$ 1,022.85	\$ 9,982.71
Douglas	0.1659192613%	\$ 5,178.04	\$ 4,128.19	\$ 8,249.85	\$ 7,837.68	\$ 7,418.97	\$ 72,406.77
Dover	0.0683428114%	\$ 2,132.85	\$ 1,700.42	\$ 3,398.15	\$ 3,228.37	\$ 3,055.91	\$ 29,824.64
Dracut	0.2045887296%	\$ 6,384.84	\$ 5,090.32	\$ 10,172.57	\$ 9,664.35	\$ 9,148.06	\$ 89,282.03
Dudley	0.0179390734%	\$ 559.85	\$ 446.34	\$ 891.97	\$ 847.40	\$ 802.13	\$ 7,828.57
Dukes County	0.0054256244%	\$ 169.32	\$ 134.99	\$ 269.77	\$ 256.30	\$ 242.60	\$ 2,367.73
Dunstable	0.0041607864%	\$ 129.85	\$ 103.52	\$ 206.88	\$ 196.55	\$ 186.05	\$ 1,815.76
Duxbury	0.3742011756%	\$ 11,678.14	\$ 9,310.40	\$ 18,606.05	\$ 17,676.49	\$ 16,732.17	\$ 163,300.49
East Bridgewater	0.2308047825%	\$ 7,203.00	\$ 5,742.59	\$ 11,476.09		\$ 10,320.29	\$ 100,722.65
East Brookfield	0.0052365739%	\$ 163.42	\$ 130.29	\$ 260.37	\$ 247.36	\$ 234.15	\$ 2,285.23
East Longmeadow	0.2715713403%	\$ 8,475.25	\$ 6,756.90	\$ 13,503.09	\$ 12,828.47	\$ 12,143.14	\$ 118,513.08
Eastham	0.0786916528%	\$ 2,455.82	\$ 1,957.91	\$ 3,912.71	\$ 3,717.23	\$ 3,518.65	\$ 34,340.85
Easthampton	0.2670463228%	\$ 8,334.03	\$ 6,644.31	\$ 13,278.09	\$ 12,614.71	\$ 11,940.81	\$ 116,538.37
Easton	0.5676857515%	\$ 17,716.44	\$ 14,124.44	\$ 28,226.50	\$ 26,816.30	\$ 25,383.71	\$ 247,736.69
Edgartown	0.0809809332%	\$ 2,527.27	\$ 2,014.87	\$ 4,026.54	\$ 3,825.37	\$ 3,621.01	\$ 35,339.88
Egremont	0.0050750540%	\$ 158.38	\$ 126.27	\$ 252.34	\$ 239.74	\$ 226.93	\$ 2,214.74
Erving	0.0513752128%	\$ 1,603.33	\$ 1,278.25	\$ 2,554.48	\$ 2,426.86	\$ 2,297.21	\$ 22,420.02
Essex	0.0113333487%	\$ 353.69	\$ 281.98	\$ 563.52	\$ 535.36	\$ 506.76	\$ 4,945.85
Everett	0.4368228534%	\$ 13,632.44	\$ 10,868.48	\$ 21,719.73	\$ 20,634.60	\$ 19,532.26	\$ 190,628.44
Fairhaven	0.3265362625%	\$ 10,190.60	\$ 8,124.46	\$ 16,236.05	15,424.90	\$ 14,600.86	\$ 142,499.64
Fall River	2.1055901006%	\$ 65,711.63	\$ 52,388.64	\$ 104,694.27 \$	99,463.70	\$ 94,150.13	\$ 918,874.44
Falmouth	0.6632841320%	\$ 20,699.89	\$ 16,503.00	\$ 32,979.85	\$ 31,332.17	\$ 29,658.33	\$ 289,455.60
Fitchburg	0.6913634212%	\$ 21,576.19	\$ 17,201.63	\$ 34,376.01	\$ 32,658.57	\$ 30,913.88	\$ 301,709.33
Florida	0.0170875086%	\$ 533.27	\$ 425.15	\$ 849.63	\$ 807.18	\$ 764.06	\$ 7,456.95
Foxborough	0.2588100112%	\$ 8,076.99	\$ 6,439.38	\$ 12,868.57	\$ 12,225.65	\$ 11,572.53	\$ 112,944.06
Framingham	0.6902310022%	\$ 21,540.85	\$ 17,173.46	\$ 34,319.70	\$ 32,605.08	\$ 30,863.24	\$ 301,215.15
Franklin	0.4506715894%	\$ 14,064.64	\$ 11,213.04	\$ 22,408.32 \$	\$ 21,288.79 \$	20,151.50	\$ 196,672.00
Freetown	0.0347111837%	\$ 1,083.27	\$ 863.64	\$ 1,725.91 \$	1,639.68	\$ 1,552.09	\$ 15,147.88
Gardner	0.3080580392%	\$ 9,613.93	\$ 7,664.71	\$ 15,317.28	\$ 14,552.02	\$ 13,774.62	\$ 134,435.79
Georgetown	0.1361143365%	\$ 4,247.88	\$ 3,386.63	\$ 6,767.88	\$ 6,429.76	\$ 6,086.27	\$ 59,399.97
Gill	0.0032293514%	\$ 100.78	\$ 80.35	\$ 160.57	\$ 152.55	\$ 144.40	\$ 1,409.28
Gloucester	0.4219402015%	\$ 13,167.98	\$ 10,498.18	\$ 20,979.73	\$ 19,931.58	\$ 18,866.79	\$ 184,133.69
Goshen	0.0020598761%	\$ 64.28	\$ 51.25	\$ 102.42	\$ 97.30	\$ 92.11	\$ 898.92
Gosnold	0.0011645031%	\$ 36.34	\$ 28.97	\$ 57.90	\$ 55.01	\$ 52.07	\$ 508.19
Grafton	0.2787903277%	\$ 8,700.54	\$ 6,936.51	\$ 13,862.03 \$	13,169.48	\$ 12,465.93	\$ 121,663.43
Granby	0.1421420753%	\$ 4,436.00	\$ 3,536.60	\$ 7,067.60	6,714.50	\$ 6,355.79	

The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

Settlement Er. G Allocation Settlement Er. G Allocation S d 0.0205788719% S S d 0.02057887198% S S d 0.02057887198% S S d 0.012861907% S S d 0.012861907% S S 0.012861907% S O.00148754814% S 0.00148754814% S O.0026151413% S 0.0026151413% S S O.0026151413% S 0.0026151413% S O.0026151413% S S 0.0026151413% S S O.002613143% S 0.00261512413% S S S S 0.00273393895% S S S S 0.0037015067% S S S S 0.0037015067% S S S S 0.0037015067% S S S S S 10.0076647112% S S <th>Municipal Allocation of CVS Abatement Funds, by Payment</th> <th>of CVS Abatement ⁹ayment</th> <th>Year 1 Payment (June 30, 2013)</th> <th>t Year 2 Payment (June 30, 2024)</th> <th>Years 3-6 Payments (June 30, 2025-2028)</th> <th>Year 7 Payment (June 30, 2029)</th> <th>Years 8-10 Payments (June 30, 2030-2032)</th> <th>Total Payments</th>	Municipal Allocation of CVS Abatement Funds, by Payment	of CVS Abatement ⁹ ayment	Year 1 Payment (June 30, 2013)	t Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
b 0.0205788719% 5 Id 0.0238735954% 5 Id 0.0238735954% 5 Id 0.013861907% 5 Id 0.0013861907% 5 Id 0.0013861907% 5 Id 0.0086441416% 5 Id 0.0086441416% 5 Id 0.0086439576% 5 Id 0.0086439576% 5 Id 0.002691301% 5 Id 0.002691301% 5 Id 0.0027393895% 5 Id 0.0027512067% 5 Id 0.02753804085% 5 Id 0.027514537% 5 Id 0.027514537% 5 Id 0.0275438002% 5 Id 0.02075612135% 5		Settlement Ex. G Allocatio		58 \$ 2,488,073.98	s	\$ 4,72	4,471,436.79	\$ 43,639,758.93
rrington 0.0238735954% \$ Id 0.4522917084% \$ 14 0.1012661907% \$ \$ 14 0.1012661907% \$ \$ \$ 1 0.0109548289% \$ \$ 0.0109548289% \$ \$ \$ 1 0.0109548289% \$ \$ 0.0109548289% \$ \$ \$ 0.0080083205% \$ \$ \$ 0.008641415% \$ \$ \$ 0.008641415% \$ \$ \$ 0.008641415% \$ \$ \$ 1 0.008641413% \$ \$ 1 0.008641435% \$ \$ 1 0.16464439506% \$ \$ 1 0.0011790011% \$ \$ 1 0.002591301% \$ \$ 1 0.002691301% \$ \$ 1 0.002691301% \$ \$ 1 <td>Granville</td> <th>0.0205788719%</th> <td>\$</td> <td>s</td> <td>-</td> <td>Ş</td> <td>920.17</td> <td>\$</td>	Granville	0.0205788719%	\$	s	-	Ş	920.17	\$
Id 0.4522917084% \$ 14 ud 0.0112861907% \$ 1.001561807% \$ 1.00169548289% \$ 1.00169548289% \$ 1.0016954877% \$ \$ 1.0016954877% \$ \$ 1.0016954877% \$ \$ 2.0074074407441469% \$ \$ 2.00086414169% \$ 2.00086414169% \$ \$ 2.00086414169% \$ \$ 2.00086414139% \$ \$ 2.00086414139% \$ \$ 2.0006464899576% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Great Barrington	0.0238735954%	\$ 745.05	5 \$ 593.99	s	\$	\$ 1,067.49	
Id 0.0112861907% \$ 1 0.0109548289% \$ \$ 1 0.0109548289% \$ \$ 1 0.0109548289% \$ \$ 0.01047074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.0147074497% \$ \$ \$ 0.008083205% \$ \$ \$ 0.00808414186% \$ \$ \$ 0.00808414138% \$ \$ \$ 0.0080841438% \$ \$ \$ 0.00464489576% \$ \$ \$ 0.0017909113% \$ \$ \$ 0.0037015067% \$ \$ \$ 1 0.0027514879% \$ \$ 1 <td>Greenfield</td> <th>0.4522917084%</th> <td>\$ 14,115.20</td> <td>0 \$ 11,253.35</td> <td>\$ 22,488.87</td> <td>\$ 21,365.32</td> <td>\$ 20,223.94</td> <td>1</td>	Greenfield	0.4522917084%	\$ 14,115.20	0 \$ 11,253.35	\$ 22,488.87	\$ 21,365.32	\$ 20,223.94	1
Id 0.0109548289% S 1 0.1036658447% S 3 n 0.0744074497% S 3 n 0.0086414145% S 2 n 0.0086414145% S 2 n 0.008641415% S 2 n 0.008641415% S 2 0.0086414145% S 2 2 0.0086414145% S S 2 0.0030515187% S S 9 0.146144358% S S 9 0.1222501079% S S 1 0.0002691301% S S 1 0.1222501079% S S 1 0.1222501079% S 1 1 0.0031478879% S 1 1 0.127200885% S 1 1 0.1272008825% S 1 1 0.10076647112% S 5 5 0.00275248	Groton	0.0112861907%		Ş	Ş	\$		\$
1 0.1036658447% \$ 3 n 0.0744074497% \$ 3 n 0.008641415% \$ 2 n 0.008641415% \$ 2 n 0.008641415% \$ 2 0.008641415% \$ 2 3 0.008641415% \$ \$ 2 0.008641415% \$ \$ 3 0.0030515173% \$ \$ \$ 0.0046489576% \$ \$ \$ 0.0046489576% \$ \$ \$ 0.0026913014% \$ \$ \$ 0.0002691301% \$ \$ \$ 0.0002691301% \$ \$ \$ 0.00238040885% \$ \$ \$ \$ 0.011730011790011% \$ \$ \$ \$ 0.0238040885% \$ \$ \$ \$ 0.030751462567% \$ \$ \$ \$ 0.020758252%	Groveland	0.0109548289%	\$ 341.88	8 \$ 272.56	Ş	\$ 517.48	\$ 489.84	S
n 0.0744074497% S 2 n 0.0148754814% S S n 0.0086441416% S S n 0.008083205% S S 0.0306151413% S S S 0.0306151413% S S S 0.0306151433% S S S 0.0306151413% S S S 0.0306151433% S S S 0.0306151433% S S S 0.0306151433% S S S 0.0306151413% S S S 0.0306151413% S S S 0.0306151413% S S S 0.0002691301% S S S 1.167213061% S S S 1.1672130621% S S S 1.1 0.1372305825% S S 1.1 0.13943745879% S S <tr< td=""><td>Hadley</td><th>0.1036658447%</th><td>\$ 3,235.22</td><td>2 \$ 2,579.28</td><td>\$ 5,154.48</td><td>\$ 4,896.96</td><td>\$ 4,635.35</td><td></td></tr<>	Hadley	0.1036658447%	\$ 3,235.22	2 \$ 2,579.28	\$ 5,154.48	\$ 4,896.96	\$ 4,635.35	
n 0.0148754814% \$ n 0.0086411416% \$ n 0.008083205% \$ \$ 0.02979987927% \$ \$ \$ n 0.0306151413% \$ \$ n 0.0306151413% \$ \$ n 0.0267393895% \$ \$ 0.022693004% \$ \$ \$ 0.002691301% \$ \$ \$ 0.0011790011% \$ \$ \$ 0.0011700011% \$ \$ \$ 0.0011790011% \$ \$ \$ 0.0011790011% \$ \$ \$ 0.00238040885% \$ \$ \$ 1 0.00238040885% \$ \$ 2 0.0034374587% \$ \$ \$ 2 0.0038040885% \$ \$ \$ 2 0.0037514537% \$ \$ \$ 2 0.00205281285% \$ \$<	Halifax	0.0744074497%	\$ 2,322.12	2 \$ 1,851.31	\$ 3,699.69	\$ 3,514.85	\$ 3,327.08	ŝ
n 0.008641416% \$ 0.008083205% \$ \$ 0.02979987927% \$ \$ 0.0306151413% \$ \$ 0.1266144358% \$ \$ 0.0206151413% \$ \$ 0.1266144358% \$ \$ 0.026151413% \$ \$ 0.1266144358% \$ \$ 0.0202691301% \$ \$ 0.0002691301% \$ \$ 0.00037015067% \$ \$ 0.0033015865% \$ \$ 0.0034343745879% \$ \$ 0.01572190621% \$ \$ 1 0.0207514537% \$ \$ 1 0.0207514537% \$ \$ 1 0.02075248505% \$ \$ 0 0.02075228058% \$ \$ 0 0.02075228057% \$ \$ 0 0.0207228058% \$ \$ 0 0.0207228058% \$ <td>Hamilton</td> <th>0.0148754814%</th> <td>\$ 464.24</td> <td>4 \$ 370.11</td> <td>\$</td> <td>Ş</td> <td>\$ 665.15</td> <td>Ş</td>	Hamilton	0.0148754814%	\$ 464.24	4 \$ 370.11	\$	Ş	\$ 665.15	Ş
0.0080083205% \$ 0.2979987927% \$ 0.0306151413% \$ 0.046489576% \$ 0.046489576% \$ 0.0627393895% \$ 0.00026913014% \$ 0.00026913014% \$ 0.00026913014% \$ 0.00026913014% \$ 0.00037015067% \$ 0.0037015067% \$ 0.0037015067% \$ 0.01272501079% \$ 0.01272501079% \$ 1.1 0.0238040885% \$ 0.0172305825% \$ 0.0172305825% \$ 1.1 \$ 1.1 0.027514537% \$ 1.1 0.026561285% \$ 1.1 0.0207523805% \$ 1.1 0.0207528058% \$ 1.1 0.0207528058% \$ 1.1 0.0207528050% \$ 1.1 0.02572485005% \$ 1.1 0.0257248505% \$ <td>Hampden</td> <th>0.0086441416%</th> <td>\$ 269.77</td> <td>7 \$ 215.07</td> <td>\$ 429.80</td> <td>\$ 408.33</td> <td>\$ 386.52</td> <td>s</td>	Hampden	0.0086441416%	\$ 269.77	7 \$ 215.07	\$ 429.80	\$ 408.33	\$ 386.52	s
0.2979987927% 5 9 0.0306151413% 5 0.0306151413% 5 0.1646144358% 5 0.1646144358% 5 0.0627393895% 5 0.0007691301% 5 1 0.00017990011% 0.00037015067% 5 1 0.0011790011% 5 15 0.0037015067% 5 1 0.0011790011% 5 15 0.0037015067% 5 1 0.01428774626% 5 15 0.0037015067% 5 3 0.011672190621% 5 15 0.014672190621% 5 3 0.01 0.1372305825% 5 3 5 3 0.01 0.1372305825% 5 5 5 0.01 0.1394512345% 5 5 5 0.01 0.0207514537% 5 5 5 0.01 0.0205561285% 5 5 5 0.01 0.0207280588% 5 5 5 0.011655	Hancock	0.0080083205%	\$ 249.93	3 \$ 199.25	\$ 398.19	\$ 378.30	\$ 358.09	\$ 3,494.81
c 0.0306151413% \$ c 0.046489576% \$ \$ 0.1646144358% \$ \$ \$ 0.1646144358% \$ \$ \$ 0.0627393895% \$ \$ \$ 0.0002691301% \$ \$ \$ 0.00011790011% \$ \$ \$ 0.00037015067% \$ \$ \$ 0.0037015067% \$ \$ \$ 0.0037015067% \$ \$ \$ 0.0117200621% \$ \$ \$ 0.014672190621% \$ \$ \$ \$ 0.137030625% \$ \$ \$ 0.1372305825% \$ \$ \$ 0.1372305825% \$ \$ \$ 0.1394512345% \$ \$ \$ 0.1394512345% \$ \$ \$ 0.13938630% \$ \$ \$ 0.13935850% \$ \$ \$	Hanover	0.2979987927%	\$ 9,300.00	0 \$ 7,414.43	\$ 14,817.11	\$ 14,076.84	\$ 13,324.83	\$ 130,045.95
(0.0046489576% \$ 0.164614358% \$ \$ 0.164614358% \$ \$ 0.164614358% \$ \$ 0.0627333895% \$ \$ 0.002691301% \$ \$ 0.002691301% \$ \$ 0.0031790011% \$ \$ 0.0031790011% \$ \$ 0.0037015067% \$ \$ 0.00337015067% \$ \$ 0.00337015067% \$ \$ 0.00337015067% \$ \$ 0.00337015067% \$ \$ \$ 0.1372305825% \$ \$ \$ 0.0343745879% \$ \$ \$ 0.1372305825% \$ \$ \$ 0.0076647112% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ </td <td>Hanson</td> <th>0.0306151413%</th> <td>\$ 955.44</td> <td>4 \$ 761.73</td> <td>\$ 1,522.25</td> <td>\$ 1,446.20</td> <td>\$ 1,368.94</td> <td>ŝ</td>	Hanson	0.0306151413%	\$ 955.44	4 \$ 761.73	\$ 1,522.25	\$ 1,446.20	\$ 1,368.94	ŝ
0.1646144358% 5 0.2864309104% \$ 5 0.0627393895% \$ 1 0.0627393895% \$ 1 0.0002691301% \$ 1 0.0002691301% \$ 25 0.0002691301% \$ 25 0.0002691301% \$ 25 0.0011790011% \$ 25 0.00317915067% \$ 15 0.00343745879% \$ 1 0.12722050079% \$ 3 0.1577190621% \$ 3 1 0.0343745879% \$ 1 0.1372305825% \$ 1 0.037514537% \$ 1 0.0076647112% \$ 1 0.0028561285% \$ 1 0.0026561285% \$ 1 0.00202728058% \$ 1 0.00202728058% \$	Hardwick	0.0046489576%	\$ 145.09	9 \$ 115.67	\$ 231.16	\$ 219.61	\$ 207.88	ŝ
0.2864309104% \$ 8 0.0627393895% \$ 1 0.8142237865% \$ 1 0.0002691301% \$ 1 0.0002793895% \$ 1 0.0002691301% \$ 25 0.00037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 1 0.1222501079% \$ 3 0.1372305067% \$ 1 0.0343745879% \$ 3 0.1372305825% \$ 3 1 0.1472305825% \$ 1 0.1372305825% \$ 1 0.1372305825% \$ 1 0.1369378473% \$ 1 0.0275548505% \$ 1 0.0275248505% \$ 1 0.0275248505% \$	Harvard	0.1646144358%	\$ 5,137.32	2 \$ 4,095.73	\$ 8,184.97	\$ 7,776.04	7,360.63	\$ 7
0.0627393895% \$ 1 0.8142937865% \$ 25 0.0002691301% \$ 25 0.0002691301% \$ 25 0.0011790011% \$ 5 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 15 0.0037015067% \$ 5 1 0.0238040885% \$ 0.1372305825% \$ 5 1 0.0207514537% \$ 1 0.026561285% \$ 0 0.02057548505% \$ 0 0.02075647112% \$ 0 0.0205561285% \$ 0 0.0205561285% \$ 0 0.02075248505% \$ <tr< td=""><td>Harwich</td><th>0.2864309104%</th><td>\$ 8,938.99</td><td>9 \$ 7,126.61</td><td>\$ 14,241.93</td><td>\$ 13,530.40</td><td></td><td>\$ 1</td></tr<>	Harwich	0.2864309104%	\$ 8,938.99	9 \$ 7,126.61	\$ 14,241.93	\$ 13,530.40		\$ 1
erhill 0.8142937865% \$ \$ \$ ley 0.0002691301% \$ \$ \$ ham 0.00021790011% \$ \$ \$ dale 0.001790011% \$ \$ \$ rock 0.0037015067% \$ \$ \$ and 0.122501079% \$ \$ \$ and 0.0238040885% \$ \$ \$ ston 0.0238040885% \$ \$ \$ edale 0.0343745879% \$ \$ \$ \$ ston 0.0238040885% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Hatfield	0.0627393895%	\$ 1,957.98	8 \$ 1,561.00	\$ 3,119.53	\$ 2,963.68 \$	\$ 2,805.35	\$ 27,379.32
ley 0.0002691301% \$ th 0.00011790011% \$ tham 0.0011790011% \$ dale 0.0037015067% \$ \$ rook 0.0037015067% \$ \$ and 0.1222501079% \$ \$ and 0.1222501079% \$ \$ ston 0.1672190621% \$ \$ oke 0.1672190621% \$ \$ ston 0.1672190621% \$ \$ oke 0.1372305825% \$ \$ ston 0.1372305825% \$ \$ ston 0.0076647112% \$ \$ ston 0.1352345% \$ \$ ston 0.0202561285% \$ \$ ston 0.1369378473% \$ \$ stor 0.1369378473% \$ \$ stor 0.2079635850% \$ \$ stor 0.0116656002% \$ \$ <th< td=""><td>Haverhill</td><th>0.8142937865%</th><td>\$ 25,412.62</td><td>2 \$ 20,260.23</td><td>\$ 40,488.36</td><td>\$ 38,465.55</td><td>\$ 36,410.63</td><td>\$ 355,355.85</td></th<>	Haverhill	0.8142937865%	\$ 25,412.62	2 \$ 20,260.23	\$ 40,488.36	\$ 38,465.55	\$ 36,410.63	\$ 355,355.85
th 0.0011790011% \$ tham 0.4828724626% \$ 15 dale 0.4828724626% \$ 15 rook 0.0037015067% \$ \$ inon 0.1222501079% \$ \$ and 0.0238040885% \$ \$ and 0.0238040885% \$ \$ ston 0.1672190621% \$ \$ oke 0.1372305825% \$ \$ ston 0.1372305825% \$ \$ andston 0.0076647112% \$ \$ bardston 0.1994512345% \$ \$ son 0.1954841045% \$ \$ ston 0.195481045% \$ \$ ston 0.1369378473% \$ \$ ster 0.0026561285% \$ \$ ster 0.011656002% \$ \$ ster 0.02075248505% \$ \$ stop 0.0116566022% \$<	Hawley	0.0002691301%	\$ 8.40	0 \$ 6.70	\$ 13.38	\$ 12.71	\$ 12.03	\$ 117.45
Iham 0.4828724626% \$ 15. dale 0.0037015067% \$ 15. rrock 0.0037015067% \$ 3. rrock 0.0037015067% \$ 3. len 0.0238040885% \$ 3. and 0.0238040885% \$ 3. ston 0.1272501079% \$ 5. olke 0.0238040885% \$ 5. orok 0.1472190621% \$ \$ olke 0.1372305825% \$ \$ olke 0.1372305825% \$ \$ bardston 0.1372305825% \$ \$ son 0.1994512345% \$ \$ stifton 0.0026561285% \$ \$ ington 0.2079635850% \$ \$ stor 0.1369378473% \$ \$ stor 0.0202228058% \$ \$ stor 0.02075248505% \$ \$ \$ storo	Heath	0.0011790011%	\$ 36.79	9 \$ 29.33	\$ 58.62 \$	\$ 55.69	\$ 52.72	\$ 514.51
dale 0.0037015067% \$ prook 0.1222501079% \$ 3, len 0.0238040885% \$ 3, and 0.0238040885% \$ 1, ston 0.1222501079% \$ 5, ovke 0.12238040885% \$ 5, ovke 0.1672190621% \$ 5, ovke 0.1672305825% \$ 30, edale 0.1372305825% \$ 5, kinton 0.1372305825% \$ 6, bardston 0.0076647112% \$ 5, son 0.1954841045% \$ 6, ington 0.1954841045% \$ 6, ington 0.0026551285% \$ 6, ington 0.2079635850% \$ 6, ington 0.20275248505% \$ 6, ington 0.20275248505% \$ 6, ington 0.20275248505% \$ 1, ster 0	Hingham	0.4828724626%	\$ 15,069.57	7 \$ 12,014.22	\$ 24,009.41 \$	22,8	\$ 21,591.34	\$ 210,724.38
prock 0.1222501079% \$ 3, len 0.0343745879% \$ 1, and 0.0238040885% \$ 1, ston 0.1572190621% \$ 5, roke 0.1672190621% \$ 5, orke 0.1572190525% \$ 30, edale 0.1372305825% \$ 4, kinton 0.2027514537% \$ 4, bardston 0.0076647112% \$ 6, bardston 0.1954841045% \$ 6, fington 0.1954811045% \$ 6, ington 0.20279635850% \$ 6, inch 0.1369378473% \$ 6, ston 0.1369378473% \$ 6, inster 0.0202228058% \$ 4, ville 0.0116556002% \$ 1, stor 0.011655602% \$ 1,	Hinsdale	0.0037015067%	\$ 115.52	2 \$ 92.10	\$ 184.05	\$ 174.85	\$ 165.51	\$ 1,615.33
len 0.0343745879% \$ 1 and 0.0238040885% \$ \$ iston 0.1672190621% \$ \$ orke 0.3664659552% \$ \$ edale 0.1372305825% \$ \$ edale 0.1372305825% \$ \$ son 0.2027514537% \$ \$ bardston 0.202751452% \$ \$ son 0.1994512345% \$ \$ ington 0.1954841045% \$ \$ ington 0.20279635850% \$ \$ ington 0.1369378473% \$ \$ ston 0.1369378473% \$ \$ ston 0.1369378473% \$ \$ ster 0.0202228058% \$ \$ ster 0.0116556022% \$ 1 ster 0.02575248505% \$ 1	Holbrook	0.1222501079%	\$ 3,815.20	0 \$ 3,041.67	\$ 6,078.53	\$ 5,774.84	\$ 5,466.34	\$ 53,349.65
and 0.0238040885% \$ iston 0.1672190621% \$ 5, orke 0.3664659552% \$ 30, edale 0.1372305825% \$ 4, kinton 0.2027514537% \$ 4, bardston 0.0076647112% \$ 5, bardston 0.0076647112% \$ 6, inton 0.0076647112% \$ 6, integron 0.1994512345% \$ 6, ington 0.1994512345% \$ 6, ington 0.02025611285% \$ 6, ington 0.19635850% \$ 6, ington 0.1369378473% \$ 6, istor 0.1369378473% \$ 4, ville 0.0202228058% \$ 4, ster 0.0116656002% \$ 1, stor 0.01575248505% \$ 1,	Holden	0.0343745879%	\$ 1,072.77	7 \$ 855.27	\$	\$ 1,623.78	\$ 1,537.04	\$ 15,000.99
Iston 0.1672190621% \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Holland	0.0238040885%	\$ 742.88	8 \$ 592.26	\$ 1,183.59	\$ 1,124.46	\$ 1,064.38	\$ 10,388.05
ooke 0.9664659552% \$ 30, edale 0.1372305825% \$ 4, kinton 0.2027514537% \$ 6, bardston 0.0076647112% \$ 6, son 0.1994512345% \$ 6, intgton 0.1994512345% \$ 6, ington 0.1954841045% \$ 6, ich 0.2079635850% \$ 6, ington 0.1369378473% \$ 6, iston 0.1369378473% \$ 6, ston 0.1369378473% \$ 4, ville 0.0202228058% \$ 4, ster 0.0116656002% \$ 1, stor 0.0575248505% \$ 1,	Holliston	0.1672190621%	\$ 5,218.60	0 \$ 4,160.53	\$ 8,314.48	\$ 7,899.08	\$ 7,477.09	\$ 72,974.00
edale 0.1372305825% \$ 4, kinton 0.2027514537% \$ 6, bardston 0.0076647112% \$ 6, son 0.194512345% \$ 6, ston 0.194512345% \$ 6, ington 0.1954841045% \$ 6, ington 0.2079635850% \$ 6, ington 0.2079635850% \$ 6, ington 0.1369378473% \$ 6, ington 0.1369378473% \$ 4, ville 0.0202228058% \$ 4, aster 0.0116656002% \$ 1, aster 0.0575248505% \$ 1, inspondent 0.0575248505% \$ 1,	Holyoke	0.9664659552%	\$ 30,161.64	4 \$ 24,046.39	\$ 48,054.67	\$ 45,653.85	\$ 43,214.91	\$ 421,763.41
kinton 0.2027514537% \$ 6, bardston 0.0076647112% \$ 6, son 0.194512345% \$ 6, ston 0.1954841045% \$ 6, tington 0.0026561285% \$ 6, tington 0.2079635850% \$ 6, ich 0.1369378473% \$ 6, ville 0.1369378473% \$ 4, ville 0.0116656002% \$ 4, aster 0.0116656002% \$ 1, sborough 0.0575248505% \$ 1,	Hopedale	0.1372305825%	\$ 4,282.72	2 \$ 3,414.40	\$ 6,823.39	\$ 6,482.49	\$ 6,136.18	\$ 59,887.10
bardston 0.0076647112% \$ son 0.1994512345% \$ 6, understand 0.1954841045% \$ 6, bington 0.0026561285% \$ 6, inch 0.2079635850% \$ 6, inch 0.1369378473% \$ 6, ston 0.1369378473% \$ 4, ville 0.0202228058% \$ 4, ster 0.0116656002% \$ 1, stor 0.01575248505% \$ 1,	Hopkinton	0.2027514537%	\$ 6,327.50	0 \$ 5,044.61	\$ 10,081.22	\$ 9,577.56	\$ 9,065.90	
son 0.1994512345% \$ 6 understand 0.1954841045% \$ 6 understand 0.0026561285% \$ 6 understand 0.0026561285% \$ 6 understand 0.0026561285% \$ 6 understand 0.0026561285% \$ 6 understand 0.02079635850% \$ 6 ville 0.1369378473% \$ 4 ville 0.0202228058% \$ 4 ster 0.0116656002% \$ 1 sborough 0.0575248505% \$ 1	Hubbardston	0.0076647112%	\$ 239.20	0 \$ 190.70	\$ 381.11	\$ 362.07	\$ 342.72	\$ 3,344.86
0.1954841045% \$ 6 tington 0.0026561285% \$ ich 0.2079635850% \$ 6 ston 0.1369378473% \$ 6 ville 0.0202228058% \$ 4 ville 0.0202228058% \$ 4 ster 0.0116656002% \$ 1 ster 0.0575248505% \$ 1 storough 0.0575248505% \$ 1	Hudson	0.1994512345%	\$ 6,224.51	1 \$ 4,962.49	\$ 9,917.13	\$ 9,421.66	\$ 8,918.34	\$ 87,040.04
on 0.0026561285% \$ 0.2079635850% \$ 6 0.1369378473% \$ 6 0.0202228058% \$ 4 0.0202228058% \$ 4 0.0116656002% \$ 1 0.0116656002% \$ 1 0.0575248505% \$ 1	Hull	0.1954841045%	\$ 6,100.70	0 \$ 4,863.79	\$ 9,719.87	\$ 9,234.26	\$ 8,740.95	\$ 85,308.79
0.2079635850% \$ 6 0.1369378473% \$ 4 0.0202228058% \$ 4 0.0202228058% \$ 4 0.0116656002% \$ 1 0.01575248505% \$ 1 0.0575248505% \$ 1	Huntington	0.0026561285%	\$ 82.89	9 \$ 66.09	\$ 132.07	\$ 125.47	\$ 118.77	\$ 1,159.13
0.1369378473% \$ 4, r 0.0202228058% \$ r 0.0116656002% \$ 0.0116656002% \$ 1, 0.0575248505% \$ 1, 1.4758837013% \$ 1,	Ipswich	0.2079635850%	\$ 6,490.16	5 \$ 5,174.29	\$ 10,340.38 \$	9,823.77	\$ 9,298.96	9
r 0.0202228058% \$ r 0.0116656002% \$ ough 0.0575248505% \$ 1 a 1.4758837013% \$ 1	Kingston	0.1369378473%	\$ 4,273.58	3 \$ 3,407.11	\$ 6,808.83 \$	6,468.66	\$ 6,123.09	
0.0116656002% \$ 0.0575248505% \$ 1.4756837013% \$	Lakeville	0.0202228058%	\$ 631.12	2 \$ 503.16	\$ 1,005.52	\$ 955.28	\$ 904.25	\$ 8,825.18
0.0575248505% \$ 1.47568370132/ ¢	Lancaster	0.0116656002%	\$ 364.06	6 \$ 290.25	\$ 580.04	¢	\$ 521.62	
1 A75282701292 c	Lanesborough	0.0575248505%	\$ 1,795.25	5 \$ 1,431.26	\$ 2,860.25	\$ 2,717.35	\$ 2,572.19	\$ 25,103.71
¢ %276/2006/14.7	Lawrence	1.4758837913%	\$ 46,059.64	4 \$ 36,721.08	\$ 73,383.98	\$ 69,717.69	\$ 65,993.21	\$ 644,072.13

Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
	Settlement Ex. G Allocation	\$ 3,120,817.68		\$ 4,972,205.52	\$ 4,723,792.38	4,471,436.79	\$ 43,639,758.93
Lee	0.1519018348%	\$ 4,740.58	\$ 3,779.43	\$ 7,552.87	7,175.53		
Leicester	0.1926291380%	\$ 6,011.60	\$ 4,792.76	\$ 9,577.92	\$ 9,099.40	\$ 8,613.29	\$ 84,062.89
Lenox	0.1609461124%	\$ 5,022.83	\$ 4,004.46		7,602.76	7,196.60	
Leominster	0.7902530708%	\$ 24,662.36	\$ 19,662.08			35,335.67	ω
Leverett	0.0395342227%	\$ 1,233.79	\$ 983.64	\$ 1,965.72	\$ 1,867.51	\$ 1,767.75	\$ 17,252.64
Lexington	0.5090924410%	\$ 15,887.85	\$ 12,666.60	\$ 25,313.12	\$ 24,048.47	\$ 22,763.75	2
Leyden	0.0007689206%	\$ 24.00	\$ 19.13	\$ 38.23	\$ 36.32	\$ 34.38	\$ 335.56
	0.1099619285%	\$ 3,431.71	\$ 2,735.93	\$ 5,467.53	5,194.37		47
Littleton	0.1043597104%	\$ 3,256.88	\$ 2,596.55	\$ 5,188.98	\$ 4,929.74	\$ 4,666.38	\$ 45,542.33
Longmeadow	0.2992108201%	\$ 9,337.82	\$ 7,444.59	\$ 14,877.38	\$ 14,134.10	\$ 13,379.02	1
Lowell	1.0242474790%	\$ 31,964.90	\$ 25,484.04	\$ 50,927.69	\$ 48,383.32	\$ 45,798.58	\$ 446,979.13
Ludlow	0.3042665608%	\$ 9,495.60	\$ 7,570.38		\$ 14,372.92	-	
Lunenburg	0.1916440550%	\$ 5,980.86	\$ 4,768.25	\$ 9,528.94 \$	9,052.87	\$ 8,569.24	\$ 83,633.00
Гупл	1.5917595154%	\$ 49,675.91	\$ 39,604.15	\$ 79,145.55	\$ 75,191.41	\$ 71,174.52	\$ 694,640.02
Lynnfield	0.2333154069%	\$ 7,281.35	\$ 5,805.06	\$ 11,600.92	\$ 11,021.34	\$ 10,432.55	\$ 101,818.28
Malden	0.4659742140%	\$ 14,542.21	\$ 11,593.78	\$ 23,169.20	\$ 22,011.65	\$ 20,835.74	\$ 203,350.02
Manchester-By-The-Sea	0.0201100664%	\$ 627.60	\$ 500.35	\$ 999.91	\$ 949.96	\$ 899.21	\$ 8,775.98
Mansfield	0.6816694002%	\$ 21,273.66	\$ 16,960.44	\$ 33,894.00	\$ 32,200.65	\$ 30,480.42	29
Marblehead	0.3485912672%	\$ 10,878.90	\$ 8,673.21	\$ 17,332.67	\$ 16,466.73	\$ 15,587.04	\$ 152,124.39
Marion	0.0698025620%	\$ 2,178.41	\$ 1,736.74	\$ 3,470.73	\$ 3,297.33 \$	3,121.18	\$ 30,461.67
Mariborough	0.3668295136%	\$ 11,448.08	\$ 9,126.99	\$ 18,239.52	\$ 17,328.26 \$	16,402.55	\$ 160,083.52
Marshfield	0.4930551259%	\$ 15,387.35	\$ 12,267.58	\$ 24,515.71	\$ 23,290.90	\$ 22,046.65	\$ 215,168.07
Mashpee	0.3459150927%	\$ 10,795.38	\$ 8,606.62	\$ 17,199.61	\$ 16,340.31 \$	15,467.37	\$ 150,956.51
Mattapoisett	0.0843720139%	\$ 2,633.10	\$ 2,099.24	\$ 4,195.15	\$ 3,985.56 \$	3,772.64	\$ 36,819.74
Maynard	0.1014940666%	\$ 3,167.44	\$ 2,525.25	\$ 5,046.49	\$ 4,794.37	\$ 4,538.24	\$ 44,291.77
Medfield	0.2083772770%	\$ 6,503.07	\$ 5,184.58	\$ 10,360.95	\$ 9,843.31	\$ 9,317.46	
Medford	0.3972200658%	\$ 12,396.51	\$ 9,883.13		\$ 18,763.85 \$	17,761.44	\$ 173,345.88
Medway	0.1940731867%	\$ 6,056.67	\$ 4,828.68	\$ 9,649.72	\$ 9,167.61 \$	8,677.86	\$ 84,693.07
Melrose	0.2296395466%	\$ 7,166.63	\$ 5,713.60	\$ 11,418.15	\$ 10,847.70 \$	10,268.19	\$ 100,214.14
Mendon	0.0164096065%	\$ 512.11	\$ 408.28		\$ 775.16 \$	733.75	\$ 7,161.11
Merrimac	0.0100336001%	\$ 313.13	\$ 249.64	\$ 498.89	\$ 473.97 \$	448.65	\$ 4,378.64
Methuen	0.7149217230%	\$ 22,311.40	\$ 17,787.78	\$ 35,547.38	\$ 33,771.42 \$	31,967.27	\$ 311,990.12
Middleborough	0.3933419654%	\$ 12,275.49	\$ 9,786.64	\$ 19,557.77	\$ 18,580.66	\$ 17,588.04	\$ 171,653.49
Middlefield	0.0003252381%	\$ 10.15	\$ 8.09	\$ 16.17	\$ 15.36 \$	14.54	
Middleton	0.0917093411%	\$ 2,862.08	\$ 2,281.80	\$ 4,559.98	\$ 4,332.16 \$	4,100.73	40
Milford	0.5323916620%	\$ 16,614.97	\$ 13,246.30	\$ 26,471.61	25,149.08	23,805.56	2
Millbury	0.2332340712%	\$ 7,278.81	\$ 5,803.04		\$ 11,017.49 \$	10,428.91	\$ 101,782.79
Millis	0.0999797258%	\$ 3,120.18	\$ 2,487.57	\$ 4,971.20	\$ 4,722.83 \$	4,470.53	\$ 43,630.91

Municipal Allocation of CVS Abatement Funds, by Payment		Vear 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Tota
	Settlement Ex. G Allocation	\$ 3,120,817.68	\$ 2,488,073.98	s	4,723,792.38	\$ 4,471,436.79	\$ 43,639,758.93
Millville	0.0062130209%	\$ 193.90	s		293.49	\$ 277.81	
Milton	0.3520463069%	\$ 10,986.72	\$ 8,759.17	\$ 17,504.47	\$ 16,629.94	\$ 15,741.53	\$ 153,632.16
Monroe	0.0001025332%	\$ 3.20	\$ 2.55	\$ 5.10	\$ 4.84	\$ 4.58	\$ 44.75
Monson	0.1266258006%	\$ 3,951.76	\$ 3,150.54	\$ 6,296.10	\$ 5,981.54 \$	\$ 5,661.99	\$ 55,259.19
Montague	0.0291412591%	\$ 909.45	\$ 725.06	\$ 1,448.96	\$ 1,376.57	\$ 1,303.03	\$ 12,717.18
Monterey	0.0042137017%	\$ 131.50	\$ 104.84	\$ 209.51	\$ 199.05	\$ 188.41	\$ 1,838.85
Montgomery	0.0002324400%	\$ 7.25	\$ 5.78	\$ 11.56	\$ 10.98	10.39	
Mt Washington	0.0001746048%	\$ 5.45	\$ 4.34	\$ 8.68 \$	8.25	\$ 7.81	
Nahant.	0.0355497159%	\$ 1,109.44	\$ 884.50	\$ 1,767.60	\$ 1,679.29	\$ 1,589.58	\$ 15,513.81
Nantucket	0.1102324194%	\$ 3,440.15	\$ 2,742.66	\$ 5,480.98	\$ 5,207.15	\$ 4,928.97	\$ 48,105.16
Natick	0.3421702489%	\$ 10,678.51	\$ 8,513.45	\$ 17,013.41	\$ 16,163.41 \$	15,299.93	\$ 149,322.27
Needham	0.4914063771%	\$ 15,335.90	\$ 12,226.55	\$ 24,433.74 \$	23,213.02	\$ 21,972.93	\$ 214,448.56
New Ashford	0.0002677169%	\$ 8.35	\$ 6.66	\$ 13.31 \$	\$ 12.65	\$ 11.97	\$ 116.83
New Bedford	2.3617391681%	\$ 73,705.57	\$ 58,761.82	\$ 117,430.53 \$	\$ 111,563.65	\$ 105,603.67	\$ 1,030,657.28
New Braintree	0.0013480056%	\$ 42.07	\$ 33.54	\$ 67.03 \$	\$ 63.68 \$	60.28	\$ 588.27
New Marlborough	0.0032940955%	\$ 102.80	\$ 81.96	\$ 163.79	\$ 155.61	\$ 147.29	\$ 1,437.54
New Salem	0.0024476600%	\$ 76.39	\$ 60.90	\$ 121.70	\$ 115.62	\$ 109.45	\$ 1,068.15
Newbury	0.0135400372%	\$ 422.56	\$ 336.89	\$ 673.24	\$ 639.60	\$ 605.43	
Newburyport	0.2905748435%	\$ 9,068.31	\$ 7,229.72	\$ 14,447.98 \$	\$ 13,726.15 \$	12,992.87	\$ 126,806.16
Newton	1.0088865481%	\$ 31,485.51	\$ 25,101.84	\$ 50,163.91	\$ 47,657.71	\$ 45,111.72	\$ 440,275.66
Norfolk	0.0563017795%	\$ 1,757.08	\$ 1,400.83	\$ 2,799.44	\$ 2,659.58	\$ 2,517.50	\$ 24,569.96
Norfolk County	0.0892988423%	\$ 2,786.85	\$ 2,221.82	\$ 4,440.12	\$ 4,218.29	\$ 3,992.94	\$ 38,969.80
North Adams	0.3428675166%	\$ 10,700.27	\$ 8,530.80	\$ 17,048.08	\$ 16,196.35	\$ 15,331.10	\$ 149,626.56
North Andover	0.4494773051%	\$ 14,027.37	\$ 11,183.33	\$ 22,348.94	\$ 21,232.37	\$ 20,098.09	\$ 196,150.81
North Attleborough	0.6369959028%	\$ 19,879.48	\$ 15,848.93	\$ 31,672.75	\$ 30,090.36	\$ 28,482.87	\$ 277,983.48
North Brookfield	0.0698725924%	\$ 2,180.60	\$ 1,738.48	\$ 3,474.21 \$	3,300.64	\$ 3,124.31	\$ 30,492.23
North Reading	0.1664230820%	\$ 5,193.76	\$ 4,140.73	\$ 8,274.90	\$ 7,861.48 \$	7,441.50	\$ 72,626.63
Northampton	0.5405649568%	\$ 16,870.05	\$ 13,449.66	\$ 26,878.00	\$ 25,535.17	\$ 24,171.02	\$ 235,901.24
Northborough	0.2422641125%	\$ 7,560.62	\$ 6,027.71	\$ 12,045.87	\$ 11,444.05	\$ 10,832.69	\$ 105,723.47
Northbridge	0.2823159735%	\$ 8,810.57	\$ 7,024.23	\$ 14,037.33	\$ 13,336.02	\$ 12,623.58	\$ 123,202.01
Northfield	0.0153010544%	\$ 477.52	\$ 380.70	\$ 760.80	\$ 722.79	\$ 684.18	\$ 6,677.34
Norton	0.4563834066%	\$ 14,242.89	\$ 11,355.16	\$ 22,692.32 \$	21,558.60	\$ 20,406.90	\$ 199,164.62
Norwell	0.2753854817%	\$ 8,594.28	\$ 6,851.79	\$ 13,692.73 \$	13,008.64	\$ 12,313.69	\$ 120,177.56
Norwood	0.3412282413%	\$ 10,649.11	\$ 8,490.01	\$ 16,966.57 \$	\$ 16,118.91 \$	15,257.81	\$ 148,911.18
Oak Bluffs	0.0769116887%	\$ 2,400.27	\$ 1,913.62	\$ 3,824.21	\$ 3,633.15	\$ 3,439.06	\$ 33,564.08
Oakham	0.0026269230%	\$ 81.98	\$ 65.36	\$ 130.62	\$ 124.09	\$ 117.46	\$ 1,146.38
Orange	0.1376712816%	\$ 4,296.47	\$ 3,425.36	\$ 6,845.30	\$ 6,503.31 \$	6,155.88	\$ 60,079.42
Orleans	0.0935051641%	\$ 2,918.13	\$ 2,326.48	\$ 4,649.27	\$ 4,416.99	\$ 4,181.02	\$ 40,805.43

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* *The below figures are estimates that are subject to reduction and acceleration under certain conditions.

Municinal Allocation of CVS Abatement		Year 1 Payment	Year 2 Payment	Years 3-6 Payments	Year 7 Payment	Years 8-10 Payments	Tata Damanta
Funds, by Payment		(June 30, 2013)	(June 30, 2024)	(June 30, 2025-2028)	(June 30, 2029)	(June 30, 2030-2032)	Total Payments
_	Settlement Ex. G Allocation	\$ 3,120,817.68	\$ \$ 2,488,073.98	\$ 4,972,205.52	\$ 4,723,792.38	\$ 4,471,436.79	\$ 43,639,758.93
Otis 0.0	0.0035269019%	\$ 110.07	s	\$	\$ 166.60	157.70	s
л	0.2336229019%	\$ 7,290.94	\$ 5,812.71	\$ 11,616.21	11,035.86	10,446.30	\$ 10
	0.1621757259%	\$ 5,061.21	\$ 4,035.05	\$ 8,063.71		-	
Paxton 0.0	0.0115100470%	\$ 359.21	\$ 286.38	\$ 572.30	\$ 543.71	\rightarrow	
Peabody 0.1	0.7162928627%	\$ 22,354.19	\$ 17,821.90	\$ 35,615.55 \$	33,836.19	\$ 32,028.58	\$ 312,588.48
Pelham 0.0	0.0235476246%	\$ 734.88	\$ 585.88	\$ 1,170.84	\$ 1,112.34	\$ 1,052.92	
e	0.3388218249%	\$ 10,574.01	\$ 8,430.14	\$ 16,846.92	\$ 16,005.24	\$ 15,150.20	\$ 147,861.03
Pepperell 0.0	0.0102363113%	\$ 319.46	\$ 254.69	\$ 508.97	\$ 483.54	\$ 457.71	ŝ
	0.0011523603%	\$ 35.96	\$ 28.67	\$ 57.30 \$	54.44	\$ 51.53	1.20
Petersham 0.0	0.0159775433%	\$ 498.63	\$ 397.53	\$ 794.44	\$ 754.75	\$ 714.43	\$ 6,972.56
Phillipston 0.0	0.0039835646%	\$ 124.32	\$ 99.11	\$ 198.07	-	\$ 178.12	
Pittsfield 1.1	1.1541979937%	\$ 36,020.42	\$ 28,717.30	\$ 57,389.10	\$ 54,521.92	\$ 51,609.23	50
Plainfield 0.0	0.0004986914%	\$ 15.56	\$ 12.41	\$ 24.80	\$ 23.56	\$ 22.30	\$ 217.63
Plainville 0.0	0.0738004154%	\$ 2,303.18	\$ 1,836.21	\$ 3,669.51	\$ 3,486.18	\$ 3,299.94	32
Plymouth 1.0	1.0727134492%	\$ 33,477.43	\$ 26,689.90	\$ 53,337.52	\$ 50,672.76	\$ 47,965.70	4
Plymouth County 0.0	0.0008974666%	\$ 28.01	\$ 22.33	\$ 44.62	\$ 42.39		
	0.0311939123%	\$ 973.51	\$ 776.13	\$ 1,551.03	\$ 1,473.54		\$ 13,612.95
Princeton 0.0	0.0094015998%	\$ 293.41	\$ 233.92	\$ 467.47	\$ 444.11	\$ 420.39	\$ 4,102.84
Provincetown 0.0	0.0895015011%	\$ 2,793.18	\$ 2,226.86	\$ 4,450.20	\$ 4,227.87	\$ 4,002.00	\$ 39,058.24
Quincy 1.0	1.0277365393%	\$ 32,073.78	\$ 25,570.85	\$ 51,101.17	\$ 48,548.14	\$ 45,954.59	\$ 448,501.75
Randolph 0.3	0.3517891103%	\$ 10,978.70	\$ 8,752.77	\$ 17,491.68	\$ 16,617.79	\$ 15,730.03	\$ 153,519.92
Raynham 0.0	0.0739771661%	\$ 2,308.69	\$ 1,840.61	\$ 3,678.30	\$ 3,494.53	\$ 3,307.84	
Reading 0.2	0.2463903024%	\$ 7,689.39	\$ 6,130.37	\$ 12,251.03	\$ 11,638.97	\$ 11,017.19	\$ 107,524.13
Rehoboth 0.0	0.0342848256%	\$ 1,069.97	\$ 853.03	\$ 1,704.71	\$ 1,619.54	\$ 1,533.02	\$ 14,961.82
Revere 0.5	0.5754964378%	\$ 17,960.19	\$ 14,318.78	\$ 28,614.87	\$ 27,185.26	\$ 25,732.96	\$ 251,145.26
Richmond 0.0	0.0346755405%	\$ 1,082.16	\$ 862.75	\$ 1,724.14	\$ 1,638.00	\$ 1,550.49	\$ 15,132.32
Rochester 0.0	0.0656757963%	\$ 2,049.62	\$ 1,634.06	\$ 3,265.54	\$ 3,102.39	\$ 2,936.65	\$ 28,660.76
Rockland 0.3	0.3048431858%	\$ 9,513.60	\$ 7,584.72	\$ 15,157.43	\$ 14,400.16	\$ 13,630.87	\$ 133,032.83
Rockport 0.1	0.1188536886%	\$ 3,709.21	\$ 2,957.17	\$ 5,909.65	\$ 5,614.40 \$	5,314.47	\$ 51,867.46
Rowe 0.0	0.0242459391%	\$ 756.67	\$ 603.26	\$ 1,205.56	\$ 1,145.33	\$ 1,084.14	\$ 10,580.87
Rowley 0.0	0.0134543050%	\$ 419.88	\$ 334.75	\$ 668.98	\$ 635.55	\$ 601.60	\$ 5,871.43
Royalston 0.0	0.0020739031%	\$ 64.72	\$ 51.60	\$ 103.12	\$ 97.97	\$ 92.73	\$ 905.05
Russell 0.0	0.0012348998%	\$ 38.54	\$ 30.73	\$ 61.40	\$ 58.33	\$ 55.22	\$ 538.91
Rutland 0.0	0.0122272562%	\$ 381.59	\$ 304.22	\$ 607.96	\$ 577.59	\$ 546.73	\$ 5,335.95
Salem 0.6	0.6254547137%	\$ 19,519.30	\$ 15,561.78	\$ 31,098.89	\$ 29,545.18 \$	27,966.81	\$ 272,946.93
Salisbury 0.0	0.0319290215%	\$ 996.45	\$ 794.42	\$ 1,587.58	\$ 1,508.26	\$ 1,427.69	\$ 13,933.75
Sandisfield 0.0	0.0020719142%	\$ 64.66	\$ 51.55	\$ 103.02	\$ 97.87 \$	92.64	\$ 904.18
Conductor O	0 4044003815%	\$ 15.432.14	\$ 12,303.29	\$ 24,587.08	\$ 23,358.70	\$ 22,110.82	Ś 215.794.41

Estimated maximum municipal Aparement "ayments to "articipating supportsions, by "ayment" The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Particular of Adaption on Ad-
unicipal Adatement Paym mates that are subject to	
ubject to reduction and accelerat	
; subarvisions, by raymen ration under certain condit	Luining Du Dauman
itions.	b.

Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 (June 3	Year 1 Payment (June 30, 2013)	Year 2 (June 3	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)		Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	1ts (2)	Total Payments
	Settlement Ex. G Allocation	\$ 3,1	3,120,817.68	\$ 2,4	2,488,073.98	\$ 4,972,205.52		4,723,792.38	\$ 4,471,436.79	.79 \$	43,639,758.93
Sangus	0.3330802265%		10,394.83	107	8,287.28		\$ Et	15,734.02 \$			
Savoy	0.0103246605%	Ş	322.21	Ś	256.89	\$ 513.36	\$	487.72	\$ 461.66	.66 \$	
Scituate	0.3938536371%	\$	12,291.45	Ş	9,799.37	\$ 19,583.21	\$ 10	18,604.83	\$ 17,610.92	92 \$	171,876.78
Seekonk	0.3325159013%	\$	10,377.22	\$	8,273.24	\$ 16,533.37	\$ 28	15,707.36	\$ 14,868.24	24 \$	145,109.14
Sharon	0.3157804286%	S	9,854.93	\$	7,856.85	\$ 15,701.2	701.25 \$	14,916.81 \$	\$ 14,119.92	\$ 26	137,805.82
Sheffield	0.0066580643%	ŝ	207.79	Š	165.66	\$ 331.05	5 V	314.51	\$ 297.71	.71 \$	
Shelburne	0.0145706034%	\$	454.72	S	362.53	\$ 724.48	\$	688.29	\$ 651.52	.52 \$	6,358.58
Sherborn	0.0361347676%	\$	1,127.70	\$	899.06	\$ 1,796.69		1,706.93	\$ 1,615.74	74 \$	
Shirley	0.0049654026%	Ş	154.96	\$	123.54	Ş	\$ 6	234.56	\$ 222.02	.02 \$	2,166.89
Shrewsbury	0.6471205738%	ŝ	20,195.45	~	16,100.84	\$ 32,176.16	\$	30,568.63	\$ 28,935.59	59 \$	282,401.86
Shutesbury	0.0358178516%	ŝ		S	891.17	\$ 1,780.94	4 \$	A	\$ 1,601.57	\$ 22	
Somerset	0.2943717652%	¢	9,186.81	\$	7,324.19	\$ 14,636.77	\$ 77	13,905.51	\$ 13,162.65		
Somerville	0.5538327759%	ŝ	17,284.11	ŝ	13,779.77	\$ 27,537.70	\$ 0	26,161.91	\$ 24,764.28	28 \$	241,691.29
South Hadley	0.3289508962%	¢	10,265.96	~	8,184.54	\$ 16,356.11 \$	\$	15,538.96	\$ 14,708.83	\$ \$	143,553.38
Southampton	0.0773861993%	Ş	2,415.08	S	1,925.43	\$ 3,847.80 \$	\$ 0	3,655.56	\$ 3,460.27	27 \$	C.T.
Southborough	0.2173688486%	\$	6,783.69	\$	5,408.30	\$ 10,808.03	\$	10,268.05	\$ 9,719.51	51 \$	94,859.24
Southbridge	0.2906114812%	s	9,069.45	s	7,230.63	\$ 14,449.80	\$ 08	13,727.88	\$ 12,994.51	51 \$	126,822.15
Southwick	0.0165255910%	Ş	515.73	\$	411.17	\$ 821.69	\$	780.63	\$ 738.93	;93 \$	7,211.73
Spencer	0.0203153945%	s	634.01	s	505.46	\$ 1,010.12	2 \$	959.66	\$ 908.39	\$ 66	8,865.59
Springfield	3.4410224370%	\$ 10	107,388.04	ŝ	85,615.18	\$ 171,094.71	\$ 17	162,546.76	\$ 153,863.14	.14 \$	1,501,653.90
Sterling	0.0196759620%	\$	614.05	\$	489.55	\$ 978.33	\$ 8	929.45	\$ 879.80	\$ 08	8,586.54
Stockbridge	0.0092305018%	\$	288.07	Ş	229.66	\$ 458.96	\$ 9	436.03	\$ 412.74	.74 \$	4,028.17
Stoneham	0.1669780908%	Ş	5,211.08	Ş	4,154.54	\$ 8,302.49	\$ 61	7,887.70	\$ 7,466.32	32 \$	72,868.84
Stoughton	0.3118943726%	Ş	9,733.65	Ş	7,760.16	\$ 15,508.03	\$ E(14,733.24	\$ 13,946.16	16 \$	136,109.95
Stow	0.0087733680%	\$	273.80	\$	218.29	\$ 436.23	\$ 8	414.44	\$ 392.30	30 \$	3,828.68
Sturbridge	0.1235688557%	Ŷ	3,856.36	ŝ	3,074.48	\$ 6,144.10	\$	5,837.14	\$ 5,525.30	30 \$	53,925.15
Sudbury	0.1950193814%	\$	6,086.20	Ş	4,852.23	\$ 9,696.76	\$ 9	9,212.31	\$ 8,720.17	17 \$	85,105.99
Sunderland	0.0394445127%	\$	1,230.99	Ś	981.41	\$ 1,961.26	\$	1,863.28			17,213.49
Sutton	0.1720631416%	\$	5,369.78	\$	4,281.06	\$ 8,555.33	\$ E	8,127.91 \$	\$ 7,693.69	\$ 69	75,087.94
Swampscott	0.2802270489%	\$	8,745.38	Ş	6,972.26	\$ 13,933.46		13,237.34	\$ 12,530.18	18 \$	122,290.41
Swansea	0.3127370397%	\$	9,759.95	S	7,781.13	\$ 15,549.93	\$ 8	14,773.05	\$ 13,983.84	84 \$	136,477.69
Taunton	1.3156698571%	ہ \$	41,059.66	Ş	32,734.84	\$ 65,417.81	\$1\$	62,149.51	\$ 58,829.35	35 \$	574,155.15
Templeton	0.0167725290%	\$	523.44	\$	417.31	\$ 833.96	\$ 9	792.30	\$ 749.97	\$ 76	7,319.49
Tewksbury	0.2526508477%	Ş	7,884.77	Ş	6,286.14	\$ 12,562.32	12 \$	11,934.70	\$ 11,297.12	12 \$	110,256.22
Tisbury	0.0665566713%	ŝ	2,077.11	Ş	1,655.98	\$ 3,309.33		3,144.00	\$ 2,976.04	04 \$	29,045.17
Tolland	0.0005593530%	¢	17.46	s	13.92	\$ 27.8	27.81 \$	26.42	\$ 25.01	21 \$	244.10
Topsfield	0.0713350646%	\$	2,226.24	\$	1,774.87	\$ 3,546.93	\$ 8	3,369.72	\$ 3,189.70	\$ 07	31,130.45
Townsend	0.0093843801%	\$	292.87	Ş	233.49	\$ 466.61	1 \$	443.30	\$ 419.62	.62 Ś	25 200 1

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The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Pa
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Municipal Allocation of CVS Abatement		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
runus, by rayment	Sattlement Ex & Allocation	¢ 3 120 817 68	2 ¢ 7 488 073 98	^	¢ <u>4 773 797 38</u>	\$ <u>4 471 436 79</u>	\$ 43,639,758,93
Truro	0.0604250384%		\$		\$ 2,854.35	\$ 2,701.87	Ş
Tyngsborough	0.1162396935%	\$ 3,627.63	\$ 2,892.13	\$ 5,779.68	\$ 5,490.92	\$ 5,197.58	\$ 50,726.72
Tyringham	0.0012803829%	\$ 39.96	\$ 31.86	\$ 63.66	\$ 60.48	\$ 57.25	\$ 558.76
Upton	0.0211017442%	\$ 658.55	\$ 525.03	\$ 1,049.22	\$ 996.80	\$ 943.55	\$ 9,208.75
Uxbridge	0.2255606716%	\$ 7,039.34	\$ 5,612.12	\$ 11,215.34	\$ 10,655.02	\$ 10,085.80	\$ 98,434.13
Wakefield	0.2116065761%	\$ 6,603.86	\$ 5,264.93	\$ 10,521.51	\$ 9,995.86	\$ 9,461.85	\$ 92,344.60
Wales	0.0147604390%	\$ 460.65	\$ 367.25	\$ 733.92	\$ 697.25	\$ 660.00	\$ 6,441.42
Walpole	0.3194149930%	\$ 9,968.36	\$ 7,947.28	\$ 15,881.97 \$	15,088.50	\$ 14,282.44	\$ 139,391.93
Waltham	0.5322671985%	\$ 16,611.09	\$ 13,243.20	\$ 26,465.42 \$	\$ 25,143.20	\$ 23,799.99	\$ 232,280.12
Ware	0.2035588439%	\$ 6,352.70	\$ 5,064.69	\$ 10,121.36	\$ 9,615.70	\$ 9,102.01	\$ 88,832.59
Wareham	0.3595394490%	\$ 11,220.57	\$ 8,945.61	\$ 17,877.04 \$	16,983.90	\$ 16,076.58	\$ 156,902.15
Warren	0.0179304373%	\$ 559.58	\$ 446.12	\$ 891.54	\$ 847.00	\$ 801.75	\$ 7,824.80
Warwick	0.0065997057%	\$ 205.96	\$ 164.21	\$ 328.15	\$ 311.76	\$ 295.10	\$ 2,880.10
Washington	0.0004074112%	\$ 12.71	\$ 10.14	\$ 20.26	\$ 19.25	\$ 18.22	\$ 177.79
Water	0.2540965713%	\$ 7,929.89	\$ 6,322.11	\$ 12,634.20 \$	12,002.99	\$ 11,361.77	\$ 110,887.13
Wayland	0.2147389946%	\$ 6,701.61	\$ 5,342.87	\$ 10,677.26	\$ 10,143.82	\$ 9,601.92	\$ 93,711.58
Webster	0.2405963644%	\$ 7,508.57	\$ 5,986.22	\$ 11,962.95	\$ 11,365.27	\$ 10,758.11	\$ 104,995.67
Wellesley	0.4811483972%	\$ 15,015.76	\$ 11,971.33	\$ 23,923.69	\$ 22,728.45	\$ 21,514.25	\$ 209,972.00
Wellfleet	0.0667808417%	\$ 2,084.11	\$ 1,661.56	\$ 3,320.48	\$ 3,154.59	\$ 2,986.06	\$ 29,143.00
Wendell	0.0010508215%	\$ 32.79	\$ 26.15	\$ 52.25	\$ 49.64	\$ 46.99	\$ 458.58
Wenham	0.0112119209%	\$ 349.90	\$ 278.96	\$ 557.48	\$ 529.63	\$ 501.33	\$ 4,892.86
West Boylston	0.1222726663%	\$ 3,815.91	\$ 3,042.23	\$ 6,079.65	\$ 5,775.91	\$ 5,467.34	\$ 53,359.50
West Bridgewater	0.1467598909%	\$ 4,580.11	\$ 3,651.49	\$ 7,297.20	\$ 6,932.63	\$ 6,562.28	\$ 64,045.66
West Brookfield	0.0059191866%	\$ 184.73	\$ 147.27	\$ 294.31	\$ 279.61	\$ 264.67	\$ 2,583.12
West Newbury	0.0086981560%	\$ 271.45	\$ 216.42	\$ 432.49	\$ 410.88	\$ 388.93	\$ 3,795.85
West Springfield	0.4627594653%	\$ 14,441.88	\$ 11,513.80	\$ 23,009.35	\$ 21,859.80	\$ 20,692.00	\$ 201,947.12
West Stockbridge	0.0028401544%	\$ 88.64	\$ 70.67	\$ 141.22	\$ 134.16	\$ 127.00	\$ 1,239.44
West Tisbury	0.0099183484%		ş	Ş	\$ 468.52		\$ 4,328.34
Westborough	0.5070384269%	\$ 15,823.74	\$ 12,615.49	\$ 25,210.99	\$ 23,951.44	\$ 22,671.90	\$ 221,270.35
Westfield	0.6538385669%	2	\$ 1		\$ 30,885.98		
Westford	0.2939962811%	\$ 9,175.09	7.	\$ 14	\$ 13,887.77	13	\$ 128,299.27
Westhampton	0.0199373981%		\$	\$	\$ 941.80		\$ 8,700.63
Westminster	0.0226744436%	\$ 707.63	\$ 564.16	\$ 1,127.42	\$ 1,071.09	\$ 1,013.87	\$ 9,895.07
Weston	0.2254658323%	\$ 7,036.38	\$ 5,609.76	\$ 11,210.62	\$ 10,650.54	\$ 10,081.56	\$ 98,392.75
Westport	0.2811335179%	\$ 8,773.66	\$ 6,994.81	\$ 13,978.54 \$	13,280.16	\$ 12,570.71	\$ 122,685.99
Westwood	0.2903783084%	\$ 9,062.18	\$ 7,224.83	\$ 14,438.21 \$	13,716.87	\$ 12,984.08	\$ 126,720.39
Weymouth	0.5656639786%	\$ 17,653.34	\$ 14,074.14			\$ 25,293.31	\$ 246,854.40
Whately	0.0314223222%	\$ 980.63	\$ 781.81	\$ 1,562.38	\$ 1,484.33	\$ 1,405.03	\$ 13,712.63

Municipal Allocation of CVS Abatement Funds, by Payment		Year 1 Payment (June 30, 2013)	Year 2 Payment (June 30, 2024)	Years 3-6 Payments (June 30, 2025-2028)	Year 7 Payment (June 30, 2029)	Years 8-10 Payments (June 30, 2030-2032)	Total Payments
	Settlement Ex. G Allocation	\$ 3,120,817.68 \$	\$ 2,488,073.98 \$	\$ 4,972,205.52 \$	\$ 4,723,792.38 \$	\$ 4,471,436.79 \$	\$ 43,639,758.93
Whitman	0.0448742719%	\$ 1,400.44	\$ 1,116.51	\$ 2,231.24	\$ 2,119.77 \$	\$ 2,006.52	\$ 19,583.02
Wilbraham	0.0313150261%	\$ 977.28	\$ 779.14	\$ 1,557.05	\$ 1,479.26	\$ 1,400.23	\$ 13,665.80
Williamsburg	0.0343998679%	\$ 1,073.56	\$ 855.89	\$ 1,710.43	\$ 1,624.98	\$ 1,538.17	\$ 15,012.02
Williamstown	0.0783021941%	\$ 2,443.67	\$ 1,948.22	\$ 3,893.35	E8:869'E \$	\$ 3,501.23	\$ 34,170.89
Wilmington	0.2467559990%	\$ 7,700.80	\$ 6,139.47	\$ 12,269.22	\$ 11,656.24	\$ 11,033.54	\$ 107,683.72
Winchendon	0.1830720373%	\$ 5,713.34	\$ 4,554.97	\$ 9,102.72 \$	\$ 8,647.94	\$ 8,185.95	\$ 79,892.20
Winchester	0.2570095300%	\$ 8,020.80	\$ 6,394.59	\$ 12,779.04 \$	\$ 12,140.60 \$	11,492.02	\$ 112,158.34
Windsor	0.0005238144%	\$ 16.35	\$ 13.03	\$ 26.05	\$ 24.74 \$	23.42	\$ 228.59
Winthrop	0.1505890537%	\$ 4,699.61 \$	3,746.77	\$ 7,487.60 \$	\$ 7,113.51 \$	\$ 6,733.49 \$	\$ 65,716.70
Woburn	0.3503541163%	\$ 10,558,01	8,717.07	\$ 17,420.33 \$	\$ 16,550.00 \$	15,665.86	\$ 152,893.69
Worcester	3.7929503518%	\$ 118,371.07 \$	94,371.41	\$ 188,593.29 \$	\$ 179,171.10 \$	169,599.38	\$ 1,655,234.39
Worthington	0.0015069609%	\$ 47.03	\$ 37.49	\$ 74.93 \$	\$ 71.19	\$ 67.38	\$ 657.63
Wrentham	0.0961794021%	\$ 3,001.58	\$ 2,393.01	\$ 4,782.24 \$	\$ 4,543.32 \$	4,300.60	\$ 41,972.46
Yarmouth	0.1308391883%	\$ 4,083.25	\$ 3,255.38	\$ 6,505.59	\$ 6,180.57 \$	\$ 5,850.39 \$	\$ 57,097.91

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* *The below figures are estimates that are subject to reduction and acceleration under certain conditions.



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City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Notification of City Involvement in Opioid Lawsuit Settlement - Walgreens

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

Since that time, Attorney General Campbell has initiated new litigation against different opioid distributors which have recently reached a settlement agreement.

I am writing to inform you that the Administration has signed the City onto the lawsuit against Walgreens and that the City will be receiving financial compensation through this settlement as follows:

Community	% of Settlement	Year 1	Year 2-7	Year 8-15	Total
Gardner	0.30805	11,279.35	7,445.12	11,279.35	146,184.84

Just like the previous settlement agreement, these funds are severely restricted through the settlement agreement to be only used for costs associated with combating the opioid epidemic. However, since the legislature has not allowed these funds to be deposited into special revenue accounts, these funds must fall to the general fund and be appropriated by the Council through a regular budgeting process.

The Administration will track these funds as they come in and make sure they are appropriated in the correct fashion. I am hopeful that the legislature will help alleviate this procedural hurdle this session, but until then, we will continue to do what is required of the settlement under the current standards.

Respectfully Submitted,

Michael J. Nicholson

Michael J. Nicholson Mayor, City of Gardner

<u>EXHIBIT K</u>

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[x] Yes [] No

Governmental Entity: Gardner city		State: MA
Authorized Signatory: Mayor Michael J.	Nicholson	
Address 1: Gardner City Hall		
Address 2: 95 Pleasant St		
City, State, Zip: Gardner	Massachusetts	01440
Phone: 978-630-1490		
Email: mayor@gardner-ma.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	Michael Mcholson E4290202953440E	
Name:	Michael J. Nicholson	
Title:	Mayor	
Date:	2/13/2023	



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Municipal Allocation of Walgreens Abatement Funds, by Payment Abington	Settlement Ex. G Allocation 0.2400899791% 0.1586479343%	Year 1 F 3,66	Years 2-7 Payme (Year 2: Dec. 31, 20 (ears 3-7: Mar. 31, 20 2,4:	Years 8-15 Payments Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036) 3,661,435.19 8,790.74 5,808.79	Total \$ 47,453,667.81 \$ 113,931.50 \$ 75,284.26
Acton	0.1586479343%			5,808.79	ŝ
Acushnet	0.1547305792%			5,665.36	s
Adams	0.0189731986%		Ş	694.69	ŝ
Agawam	0.4341901730%	\$ 15,897.59	\$ 10,493.47	15,897.59	\$
Alford	0.0007449491%	\$ 27.28	¢	\$ 27.28	Ş
Amesbury	0.2580959424%	\$ 9,450.02		\$ 9,450.02 \$	S
Amherst	0.3675897982%	\$ 13,459.06		\$ 13,459.06 \$	\$
Andover	0.7102727131%	\$ 26,006.18	\$ 17,165.81	\$ 26,006.18 \$	S
Aquinnah	0.0049293930%	\$ 180.49	\$ 119.13	\$ 180.49	Ş
Arlington	0.3350233330%	\$ 12,266.66	\$ 8,096.82		ŝ
Ashburnham	0.0140160133%	\$ 513.19	\$	513.19	ŝ
Ashby	0.0069876989%	\$ 255.85	\$ 168.88 \$	\$ 255.85	S
Ashfield	0.0027296132%	\$ 99.94	\$	\$ 99.94	Ş
Ashland	0.1613930923%	\$ 5,909.30	\$ 3,900.54	\$ 5,909.30	S
Athol	0.0359559233%	\$ 1,316.50	\$ 868.98	1,316.50	Ş
Attleboro	0.9357205930%	\$ 34,260.80	\$ 22,614.42	\$ 34,260.80	s
Auburn	0.3036683195%	\$ 11,118.62		\$ 11,118.62	s
Avon	0.0739889948%	\$ 2,709.06		\$ 2,709.06	s
Ayer	0.0179210686%	\$ 656.17	\$ 433.11 \$	656.17	ŝ
Barnstable	0.8578313582%	\$ 31,408.94	\$ 20,732.00	\$ 31,408.94	s
Barnstable County	0.0639482242%	\$ 2,341.42	\$ 1,545.50	\$ 2,341.42	Ş
Barre	0.0096522017%	\$ 353.41	\$ 233.27	\$ 353.41	s
Becket	0.0067279376%	\$ 246.34	¢	\$ 246.34	\$
Bedford	0.1982937972%	\$ 7,260.40	\$ 4,792.35	\$ 7,260.40	ŝ
Belcher	0.3492785905%	\$ 12,788.61	\$ 8,441.34	\$ 12,788.61	s
Bellingham	0.1961076781%	\$ 7,180.36	\$ 4,739.51 \$	7,180.36	s
Belmont	0.2420315678%	\$ 8,861.83	\$ 5,849.40	8,861.83	s
Berkley	0.1212759115%	\$ 4,440.44	\$ 2,930.99	\$ 4,440.44	Ş
Berlin	0.0397753511%	\$ 1,456.35	\$ 961.29	\$ 1,456.35	Ş
Bernardston	0.0040751589%	\$ 149.21	\$ 98.49	\$ 149.21	S
Beverly	0.4801566147%	\$ 17,580.62	\$ 11,604.39 \$	17,580.62	Ş
Billerica	0.3870913124%	\$ 14,173.10	\$ 9,355.19	\$ 14,173.10	Ş
Blackstone	0.0221473318%	\$ 810.91	\$ 535.25	\$ 810.91	s
Blandford	0.0009007116%	\$ 32.98	\$ 21.77 \$	32.98	s
Bolton	0.0110088433%	\$ 403.08	\$ 266.06	\$ 403.08	\$
Boston	10.5767780349%	\$ 387,261.87	\$ 255,618.71 \$	387,261.87	\$ 5,019,069.11
Bourne	0.3783946742%	\$ 13,854.68	\$ 9,145.01		

The below figures are estimates that are subject to reduction under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participatin
ider certain conditions.	; Subdivisions, By Payment*

			Years 2-7 Payments	Years 8-15 Payments	
Municipal Allocation of Walgreens		Year 1 Payment	(Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	(Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19		135.19	\$ 47,453,667.81
Boxborough	0.0399298051%	\$ 1,462.00	\$ 965.02	\$ 1,462.00	\$ 18,948.16
Boxford	0.0912309051%		\$ 2,204.86	3,340.36	\$ 43,292.41
Boylston	0.0562367737%	\$ 2,059.07	\$ 1,359.13	\$ 2,059.07 \$	\$ 26,686.41
Braintree	0.4457226214%	\$ 16,319.84	\$ 10,772.19	\$ 16,319.84 \$	\$ 211,511.73
Brewster	0.1284470083%	\$ 4,703.00	\$ 3,104.30	\$ 4,703.00	\$ 60,952.82
Bridgewater	0.0570448443%	\$ 2,088.66	\$ 1,378.66		\$ 27,069.87
Brimfield	0.0355644757%	\$ 1,302.17	\$ 859.52	\$ 1,302.17	\$ 16,876.65
Bristol County	0.1015083030%	\$ 3,716.66	\$ 2,453.24	\$ 3,716.66	\$ 48,169.41
Brockton	2.1170344615%	\$ 77,513.84	\$ 51,164.32	\$ 77,513.84	\$ 1,004,610.50
Brookfield	0.0372953453%	\$ 1,365.54	\$ 901.35	\$ 1,365.54	\$ 17,698.01
Brookline	0.8244968622%	\$ 30,188.42	\$ 19,926.37 \$	\$ 30,188.42 \$	\$ 391,254.00
Buckland	0.0031396937%	\$ 114.96	\$ 75.88	\$ 114.96	\$ 1,489.90
Burlington	0.3034752912%	\$ 11,111.55	\$ 7,334.37	\$ 11,111.55	\$ 144,010.16
Cambridge	4.3053779748%	\$ 157,638.62	\$ 104,052.02	\$ 157,638.62	\$ 2,043,059.76
Canton	0.2909840866%	\$ 10,654.19	\$ 7,032.48	\$ 10,654.19	\$ 138,082.62
Carlisle	0.0526144568%	\$ 1,926.44	\$ 1,271.58	\$ 1,926.44	\$ 24,967.49
Carver	0.2179547901%	\$ 7,980.27	\$ 5,267.51	\$ 7,980.27	\$ 103,427.54
Charlemont	0.0066765925%	\$ 244.46	\$ 161.36	\$ 244.46	\$ 3,168.29
Charlton	0.0305379405%	\$ 1,118.13	\$ 738.04 \$	\$ 1,118.13 \$	\$ 14,491.37
Chatham	0.1685335181%	\$ 6,170.75	\$ 4,073.10	\$ 6,170.75	\$ 79,975.34
Chelmsford	0.3162632088%	\$ 11,579.77	\$ 7,643.42	\$ 11,579.77	\$ 150,078.49
Chelsea	0.5236031155%	\$ 19,171.39	\$ 12,654.40	\$ 19,171.39	\$ 248,468.88
Cheshire	0.0015830626%	\$ 57.96	\$ 38.26	\$ 57.96	\$ 751.22
Chester	0.0096828727%	\$ 354.53	\$ 234.01 \$	354.53	\$ 4,594.88
Chesterfield	0.0168042468%	\$ 615.28	\$ 406.12	\$ 615.28	\$ 7,974.23
Chicopee	0.8816952708%	\$ 32,282.70	\$ 21,308.74	\$ 32,282.70 \$	\$ 418,396.74
Chilmark	0.0062328576%	\$ 228.21	\$ 150.64 \$	\$ 228.21 \$	\$ 2,957.72
Clarksburg	0.0303920178%	\$ 1,112.78	\$ 734.51 \$	\$ 1,112.78 \$	\$ 14,422.13
Clinton	0.2371744557%	\$ 8,683.99	\$ 5,732.01	\$ 8,683.99	\$ 112,547.98
Cohasset	0.1430861241%	\$ 5,239.01	\$ 3,458.09	\$ 5,239.01	\$ 67,899.61
Colrain	0.0016018525%	\$ 58.65	\$ 38.71 \$	\$ 58.65 \$	\$ 760.14
Concord	0.1749597704%	\$ 6,406.04	\$ 4,228.41 \$	\$ 6,406.04 \$	\$ 83,024.83
Conway	0.0354590115%	\$ 1,298.31	\$ 856.97	\$ 1,298.31 \$	\$ 16,826.60
Cummington	0.0009757143%	\$ 35.73	\$ 23.58	\$ 35.73 \$	
Dalton	0.0123034626%	\$ 450.48	\$ 297.35 \$	\$ 450.48 \$	\$ 5,838.44
Danvers	0.4037368656%	\$ 14,782.56	\$ 9,757.48	\$ 14,782.56 \$	\$ 191,587.95
Dartmouth	0.5505881937%	\$ 20,159.43	\$ 13,306.57	\$ 20,159.43 \$	\$ 261,274.29
Dedham	0.3188835370%	\$ 11,675.71	\$ 7,706.75	\$ 11,675.71 \$	\$ 151,321.93

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* The below figures are estimates that are subject to reduction under certain conditions.

AA		Vear 1 Payment		/Vone 0.14. Mar 21 2020.2026.	Tatal
Inducipal Allocation of Walgreens			(Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	(tears 8-14: Mar. 51, 2030-2036; Year 15: Dec. 31, 2036)	Iotal
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85	135.19	\$ 47,453,667.81
Deerfield	0.0872700035%	\$ 3,195.33	\$ 2,109.13	\$ 3,195.33 \$	\$ 41,412.82
Dennis	0.0970183530%	\$ 3,552.26	\$ 2,344.73	\$ 3,552.26	\$ 46,038.77
Dighton	0.0228752705%	\$ 837.56	\$ 552.85		\$ 10,855.15
Douglas	0.1659192613%	\$ 6,075.03	\$ 4,009.92	\$ 6,075.03 \$	\$ 78,734.78
Dover	0.0683428114%	\$ 2,502.33	\$ 1,651.70	\$ 2,502.33 \$	\$ 32,431.17
Dracut	0.2045887296%	\$ 7,490.88	\$ 4,944.48	\$ 7,490.88	\$ 97,084.86
Dudley	0.0179390734%	\$ 656.83	\$ 433.55		\$ 8,512.75
Dukes County	0.0054256244%	\$ 198.66	\$ 131.13 \$	198.66	\$ 2,574.66
Dunstable	0.0041607864%	\$ 152.34	\$ 100.56	\$ 152.34 \$	1
Duxbury	0.3742011756%	\$ 13,701.13	\$ 9,043.66	\$ 13,701.13 \$	\$ 177,572.18
East Bridgewater	0.2308047825%	\$ 8,450.77		\$ 8,450.77 \$	
East Brookfield	0.0052365739%	\$ 191.73	\$ 126.56	\$ 191.73 \$	\$ 2,484.95
East Longmeadow	0.2715713403%	\$ 9,943.41	\$ 6,563.31	\$ 9,943.41 \$	\$ 128,870.56
Eastham	0.0786916528%	\$ 2,881.24	\$ 1,901.81	\$ 2,881.24 \$	\$ 37,342.08
Easthampton	0.2670463228%	\$ 9,777.73		\$ 9,777.73 \$	\$ 126,723.27
Easton	0.5676857515%	\$ 20,785.45	\$ 13,719.78	\$ 20,785.45 \$	
Edgartown	0.0809809332%	\$ 2,965.06	\$ 1,957.14	\$ 2,965.06 \$	
Egremont	0.0050750540%	\$ 185.82	\$ 122.65	\$ 185.82	\$ 2,408.30
Erving	0.0513752128%	\$ 1,881.07	\$ 1,241.63	\$ 1,881.07 \$	\$ 24,379.42
Essex	0.0113333487%	\$ 414.96	\$ 273.90 \$	\$ 414.96 \$	\$ 5,378.09
Everett	0.4368228534%	\$ 15,993.99	\$ 10,557.10	\$ 15,993.99 \$	\$ 207,288.47
Fairhaven	0.3265362625%	\$ 11,955.91	\$ 7,891.70	\$ 11,955.91	\$ 154,953.43
Fall River	2.1055901006%	\$ 77,094.82	\$ 50,887.73	\$ 77,094.82 \$	\$ 999,179.73
Falmouth	0.6632841320%	\$ 24,285.72	\$ 16,030.20	\$ 24,285.72 \$	\$ 314,752.65
Fitchburg	0.6913634212%	\$ 25,313.82	\$ 16,708.81	\$ 25,313.82 \$	\$ 328,077.30
Florida	0.0170875086%	\$ 625.65	\$ 412.97	\$ 625.65	\$ 8,108.65
Foxborough	0.2588100112%	\$ 9,476.16	\$ 6,254.90	\$ 9,476.16 \$	\$ 122,814.84
Framingham	0.6902310022%	\$ 25,272.36	\$ 16,681.45	\$ 25,272.36 \$	\$ 327,539.93
Franklin	0.4506715894%	\$ 16,501.05	\$ 10,891.79	\$ 16,501.05 \$	\$ 213,860.20
Freetown	0.0347111837%	\$ 1,270.93	\$ 838.90	\$ 1,270.93	\$ 16,471.73
Gardner	0.3080580392%	\$ 11,279.35	\$ 7,445.12	\$ 11,279.35 \$	\$ 146,184.84
Georgetown	0.1361143365%	\$ 4,983.74	\$ 3,289.60	\$ 4,983.74 \$	\$ 64,591.25
GII	0.0032293514%	\$ 118.24	\$ 78.05	\$ 118.24 \$	\$ 1,532.45
Gloucester	0.4219402015%	\$ 15,449.07	\$ 10,197.42	\$ 15,449.07	\$ 200,226.10
Goshen	0.0020598761%	\$ 75.42	\$ 49.78	\$ 75.42 \$	\$ 977.49
Gosnold	0.0011645031%	\$ 42.64	\$ 28.14	\$ 42.64 \$	\$ 552.60
Grafton	0.2787903277%	\$ 10,207.73	\$ 6,737.78	\$ 10,207.73 \$	\$ 132,296.24
Granby	0.1421420753%	\$ 5,204.44	\$ 3,435.28	\$ 5,204.44 \$	\$ 67,451.63

*The below figures are estimates that are subject to reduction under certain co	Estimated Maximum Municipal Abatement Payments to Participatir
ion under o	pating Sub
certain conditions.	divisions, By Payment*

Municipal Allocation of Walgreens		Year 1 Payment	Years 2-7 Payments (Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	Years 8-15 Payments (Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85	\$ 3,661,435.19	\$ 47,453,667.81
Granville	0.0205788719%	\$ 753.48	\$ 497.35	\$ 753.48	\$ 9,765.43
Great Barrington	0.0238735954%	\$ 874.12	\$ 576.98	\$ 874.12	\$ 11,328.90
Greenfield	0.4522917084%	\$ 16,560.37	\$ 10,930.95		\$ 214,629.00
Groton	0.0112861907%	\$ 413.24	\$ 272.76	\$ 413.24	\$ 5,355.71
Groveland	0.0109548289%	\$ 401.10	\$ 264.76	\$ 401.10 \$	1.00
Hadley	0.1036658447%	\$ 3,795.66	\$ 2,505.39	\$ 3,795.66	\$ 49,193.25
Halifax	0.0744074497%			\$ 2,724.38	\$ 35,309.06
Hamilton	0.0148754814%	\$ 544.66	\$ 359.51	\$ 544.66	
Hampden	0.0086441416%	\$ 316.50	\$ 208.91	\$ 316.50	\$ 4,101.96
Hancock	0.0080083205%	\$ 293.22	\$ 193.54	293.22	\$ 3,800.24
Hanover	0.2979987927%	\$ 10,911.03	\$ 7,202.01	\$ 10,911.03	\$ 141,411.36
Hanson	0.0306151413%	\$ 1,120.95	\$ 739.90	\$ 1,120.95	\$ 14,528.01
Hardwick	0.0046489576%	\$ 170.22	\$ 112.36	\$ 170.22	\$ 2,206.10
Harvard	0.1646144358%	\$ 6,027.25	\$ 3,978.39	\$ 6,027.25	\$ 78,115.59
Harwich	0.2864309104%	\$ 10,487.48		\$ 10,487.48	\$ 135,921.97
Hatfield	0.0627393895%	\$ 2,297.16	\$ 1,516.28	\$ 2,297.16 \$	\$ 29,772.14
Haverhill	0.8142937865%	\$ 29,814.84	\$ 19,679.79	\$ 29,814.84 \$	\$ 386,412.27
Hawley	0.0002691301%	\$ 9.85	\$ 6.50	\$ 9.85	\$ 127.71
Heath	0.0011790011%	\$ 43.17	\$ 28.49	\$ 43.17	\$ 559.48
Hingham	0.4828724626%	\$ 17,680.06	\$ 11,670.02	\$ 17,680.06 \$	\$ 229,140.69
Hinsdale	0.0037015067%	\$ 135.53	\$ 89.46	\$ 135.53	\$ 1,756.50
Holbrook	0.1222501079%	\$ 4,476.11	\$ 2,954.53	\$ 4,476.11	\$ 58,012.16
Holden	0.0343745879%	\$ 1,258.60	\$ 830.76	\$ 1,258.60	\$ 16,312.00
Holland	0.0238040885%	\$ 871.57	\$ 575.30	\$ 871.57	\$ 11,295.91
Holliston	0.1672190621%	\$ 6,122.62	\$ 4,041.34	\$ 6,122.62	\$ 79,351.58
Holyoke	0.9664659552%	\$ 35,386.52	\$ 23,357.47	\$ 35,386.52 \$	\$ 458,623.54
Hopedale	0.1372305825%	\$ 5,024.61	\$ 3,316.58 \$	\$ 5,024.61 \$	
Hopkinton	0.2027514537%	\$ 7,423.61	\$ 4,900.08	\$ 7,423.61 \$	
Hubbardston	0.0076647112%	\$ 280.64	\$ 185.24	\$ 280.64	\$ 3,637.19
Hudson	0.1994512345%	\$ 7,302.78	\$ 4,820.32	\$ 7,302.78	\$ 94,646.93
Hull	0.1954841045%	\$ 7,157.52	\$ 4,724.44	\$ 7,157.52	\$ 92,764.38
Huntington	0.0026561285%	\$ 97.25	\$ 64.19	\$ 97.25	\$ 1,260.43
Ipswich	0.2079635850%	\$ 7,614.45	\$ 5,026.05	\$ 7,614.45	\$ 98,686.35
Kingston	0.1369378473%	\$ 5,013.89			\$ 64,982.03
Lakeville	0.0202228058%	\$ 740.44	\$ 488.74 \$	740.44	\$ 9,596.46
Lancaster	0.0116656002%	\$ 427.13	\$ 281.93	\$ 427.13	\$ 5,535.76
Lanesborough	0.0575248505%	\$ 2,106.24	\$ 1,390.26	\$ 2,106.24 \$	\$ 27,297.65
Lawrence	1.4758837913%	\$ 54,038.53	\$ 35,669.04	\$ 54,038.53	\$ 700,360.99

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Municipal Allocation of Walgreens		Year 1 Payment	Years 2-7 Payments (Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	Years 8-15 Payments (Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement runds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85	\$ 3,661,435.19	\$ 47,453,667.81
Lee	0.1519018348%	\$ 5,561.79	\$ 3,671.15	\$ 5,561.79	\$ 72,082.99
Leicester	0.1926291380%	\$ 7,052.99	\$ 4,655.45	\$ 7,052.99	\$ 91,409.59
Lenox	0.1609461124%	\$ 5,892.94	\$ 3,889.73	\$ 5,892.94	\$ 76,374.83
Leominster	0.7902530708%	\$ 28,934.60	\$ 19,098.77	\$ 28,934.60	\$ 375,004.07
Leverett	0.0395342227%	\$ 1,447.52	\$ 955.46	\$ 1,447.52	\$ 18,760.44
Lexington	0.5090924410%	\$ 18,640.09	\$ 12,303.70		\$ 241,583.04
Leyden	0.0007689206%	\$ 28.15	\$ 18.58	\$ 28.15	\$ 364.88
Lincoln	0.1099619285%	\$ 4,026.18	\$ 2,657.55	\$ 4,026.18	\$ 52,180.97
Littleton	0.1043597104%	\$ 3,821.06	\$ 2,522.16	\$ 3,821.06	\$ 49,522.51
Longmeadow	0.2992108201%	\$ 10,955.41	\$ 7,231.30	\$ 10,955.41	\$ 141,986.51
Lowell	1.0242474790%	\$ 37,502.16	\$ 24,753.93	\$ 37,502.16 \$	\$ 486,043.00
Ludlow	0.3042665608%	\$ 11,140.52	\$ 7,353.49	\$ 11,140.52 \$	\$ 144,385.64
Lunenburg	0.1916440550%	\$ 7,016.92	\$ 4,631.64	\$ 7,016.92	\$ 90,942.13
Lynn	1.5917595154%	\$ 58,281.24	\$ 38,469.51	\$ 58,281.24	\$ 755,348.27
Lynnfield	0.2333154069%	\$ 8,542.69	\$ 5,638.75	\$ 8,542.69	\$ 110,716.72
Malden	0.4659742140%	\$ 17,061.34	\$ 11,261.63	\$ 17,061.34 \$	\$ 221,121.86
Manchester-By-The-Sea	0.0201100664%	\$ 736.32	\$ 486.02	\$ 736.32	\$ 9,542.96
Mansfield	0.6816694002%	\$ 24,958.88	\$ 16,474.53	\$ 24,958.88	\$ 323,477.13
Marblehead	0.3485912672%	\$ 12,763.44	\$ 8,424.73	\$ 12,763.44 \$	\$ 165,419.34
Marion	0.0698025620%	\$ 2,555.78	\$ 1,686.98	\$ 2,555.78	\$ 33,123.88
Marlborough	0.3668295136%	\$ 13,431.22	\$ 8,865.51	\$ 13,431.22	\$ 174,074.06
Marshfield	0.4930551259%	\$ 18,052.89	\$ 11,916.12	\$ 18,052.89	\$ 233,972.74
Mashpee	0.3459150927%	\$ 12,665.46	\$ 8,360.05	\$ 12,665.46	\$ 164,149.40
Mattapoisett	0.0843720139%	\$ 3,089.23	\$ 2,039.10	\$ 23.080.23 \$	\$ 40,037.62
Maynard	0.1014940666%	\$ 3,716.14	\$ 2,452.90	\$ 3,716.14 \$	\$ 48,162.66
Medfield	0.2083772770%	\$ 7,629.60	\$ 5,036.05	\$ 7,629.60	\$ 98,882.66
Medford	0.3972200658%	\$ 14,543.96	\$ 9,599.98	\$ 14,543.96 \$	\$ 188,495.49
Medway	0.1940731867%	\$ 7,105.86	\$ 4,690.34 \$	7,105.86	\$ 92,094.85
Meirose	0.2296395466%	\$ 8,408.10	\$ 5,549.91	\$ 8,408.10	\$ 108,972.39
Mendon	0.0164096065%	\$ 600.83	\$ 396.59	\$ 600.83	\$ 7,786.96
Merrimac	0.0100336001%	\$ 367.37	\$ 242.49 \$	\$ 367.37 \$	\$ 4,761.31
Methuen	0.7149217230%	\$ 26,176.40	\$ 17,278.17 \$	\$ 26,176.40 \$	\$ 339,256.58
Middleborough	0.3933419654%	\$ 14,401.96	\$ 9,506.26	\$ 14,401.96	\$ 186,655.19
Middlefield	0.0003252381%	\$ 11.91	_	\$ 11.91 \$	\$ 154.34
Middleton	0.0917093411%	\$ 3,357.88	\$ 2,216.42	\$ 3,357.88 \$	\$ 43,519.45
Milford	0.5323916620%	\$ 19,493.18	\$ 12,866.80	\$ 19,493.18 \$	\$ 252,639.37
Millbury	0.2332340712%	\$ 8,539.71	\$ 5,636.78	\$ 8,539.71 \$	\$ 110,678.12
Millis	0.0999797258%	\$ 3,660.69	\$ 2,416.30	\$ 69.099'E \$	\$ 47,444.05

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Abstement Einde by Daymont			Years 3-7: Mar. 31, 2025-2029)	Year 15: Dec. 31, 2036)	
Abatement Funds, by Fayment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85	\$ 3,661,435.19	\$47,453,667.81
Millville	0.0062130209%	\$ 227.49	\$ 150.16	\$ 227.49 \$	\$ 2,948.31
Milton	0.3520463069%	\$ 12,889.95	\$ 8,508.23	\$ 12,889.95 \$	\$ 167,058.89
Monroe	0.0001025332%	\$ 3.75		\$ 3.75 \$	\$ 48.66
Monson	0.1266258006%	\$ 4,636.32	\$ 3,060.28	\$ 4,636.32 \$	\$ 60,088.59
Montague	0.0291412591%	\$ 1,066.99	\$ 704.28 \$	\$ 1,066.99 \$	\$ 13,828.60
Monterey	0.0042137017%	\$ 154.28	\$ 101.84 \$	\$ 154.28 \$	\$ 1,999.56
Montgomery	0.0002324400%	\$ 8.51	\$ 5.62	\$ 8.51 \$	\$ 110.30
Mt Washington	0.0001746048%	\$ 6.39	\$ 4.22	\$ 6.39 \$	\$ 82.86
Nahant	0.0355497159%	\$ 1,301.63	\$ 859.16	\$ 1,301.63 \$	\$ 16,869.64
Nantucket	0.1102324194%	\$ 4,036.09	\$ 2,664.09	\$ 4,036.09 \$	\$ 52,309.33
Natick	0.3421702489%	\$ 12,528.34	\$ 8,269.54	\$ 12,528.34 \$	\$ 162,372.33
Needham	0.4914063771%	\$ 17,992.53	\$ 11,876.27	\$ 17,992.53 \$	\$ 233,190.35
New Ashford	0.0002677169%	\$ 9.80	\$ 6.47	\$ 9.80	\$ 127.04
New Bedford	2.3617391681%	\$ 86,473.55	\$ 57,078.32	\$ 86,473.55 \$	\$ 1,120,731.86
New Braintree	0.0013480056%	\$ 49.36	\$ 32.58	\$ 49.36 \$	\$ 639.68
New Marlborough	0.0032940955%	\$ 120.61	\$ 79.61 \$	\$ 120.61 \$	\$ 1,563.17
New Salem	0.0024476600%	\$ 89.62	\$ 59.15	\$ 89.62 \$	\$ 1,161.50
Newbury	0.0135400372%	\$ 495.76	\$ 327.23	\$ 495.76 \$	\$ 6,425.24
Newburyport	0.2905748435%	\$ 10,639.21	\$ 7,022.59	\$ 10,639.21 \$	\$ 137,888.42
Newton	1.0088865481%	\$ 36,939.73	\$ 24,382.69	\$ 36,939.73 \$	\$ 478,753.67
Norfolk	0.0563017795%	\$ 2,061.45	\$ 1,360.70	\$ 2,061.45 \$	\$ 26,717.26
Norfolk County	0.0892988423%	\$ 3,269.62	\$ 2,158.17	\$ 3,269.62 \$	\$ 42,375.58
North Adams	0.3428675166%	\$ 12,553.87	\$ 8,286.39	\$ 12,553.87 \$	\$ 162,703.21
North Andover	0.4494773051%	\$ 16,457.32	\$ 10,862.93	\$ 16,457.32 \$	\$ 213,293.47
North Attleborough	0.6369959028%	\$ 23,323.19	\$ 15,394.87	\$ 23,323.19 \$	\$ 302,277.92
North Brookfield	0.0698725924%	\$ 2,558.34	\$ 1,688.68	\$ 2,558.34 \$	\$ 33,157.11
North Reading	0.1664230820%	\$ 6,093.47	\$ 4,022.10	\$ 6,093.47	\$ 78,973.86
Northampton	0.5405649568%	\$ 19,792.44	\$ 13,064.33	\$ 19,792.44 \$	\$ 256,517.90
Northborough	0.2422641125%	\$ 8,870.34	\$ 5,855.02	\$ 8,870.34 \$	\$ 114,963.21
Northbridge	0.2823159735%	\$ 10,336.82	\$ 6,822.99	\$ 10,336.82 \$	\$ 133,969.28
Northfield	0.0153010544%	\$ 560.24	\$ 369.79	\$ 560.24 \$	\$ 7,260.91
Norton	0.4563834066%	\$ 16,710.18	\$ 11,029.84 \$	\$ 16,710.18 \$	\$ 216,570.67
Norwell	0.2753854817%	\$ 10,083.06	\$ 6,655.49	\$ 10,083.06 \$	\$ 130,680.51
Norwood	0.3412282413%	\$ 12,493.85	\$ 8,246.78	\$ 12,493.85 \$	\$ 161,925.32
Oak Bluffs	0.0769116887%	\$ 2,816.07	\$ 1,858.80	\$ 2,816.07 \$	\$ 36,497.42
Oakham	0.0026269230%	\$ 96.18	\$ 63.49	\$ 96.18 \$	\$ 1,246.57
Orange	0.1376712816%	\$ 5,040.74	\$ 3,327.23	\$ 5,040.74 \$	\$ 65,330.07
Orleans	0.0935051641%	\$ 3,423.63	\$ 2,259.83	\$ 3,423.63 \$	\$ 44,371.63

The below figures are estimates that are subject to reduction under certain conditions.	Estimated Maximum Municipal /
mates that are subject to	I Abatement Payments to Particip
reduction under cer	o Participating Subdivis
rtain conditions.	visions, By Payment [*]

Municipal Allocation of Walgreens		Year 1 Payment	Years 2-7 Payments (Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	Years 8-15 Payments (Years 8-14: Mar. 31, 2030-2036; Vear 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85	\$ 3,661,435.19	\$ 47,453,667.81
Otis	0.0035269019%	\$ 129.14	\$ 85.24	\$ 129.14	\$ 1,673.64
Oxford	0.2336229019%	\$ 8,553.95	\$ 5,646.18	\$ 8,553.95	\$ 110,862.64
Palmer	0.1621757259%	\$ 5,937.96	\$ 3,919.45		\$ 76,958.33
Paxton	0.0115100470%	\$ 421.43	\$ 278.17	\$ 421.43 \$	\$ 5,461.94
Peabody	0.7162928627%	\$ 26,226.60	\$ 17,311.31 \$	\$ 26,226.60 \$	\$ 339,907.24
Pelham	0.0235476246%	\$ 862.18	\$ 569.10	\$ 862.18	\$ 11,174.21
Pembroke	0.3388218249%	\$ 12,405.74	\$ 8,188.62	\$ 12,405.74 \$	\$ 160,783.38
Pepperell	0.0102363113%	\$ 374.80	\$ 247.39	\$ 374.80 \$	\$ 4,857.51
Peru	0.0011523603%	\$ 42.19	\$ 27.85	\$ 42.19 \$	\$ 546.84
Petersham	0.0159775433%	\$ 585.01	\$ 386.14 \$	585.01	\$ 7,581.93
Phillipston	0.0039835646%	\$ 145.86	\$ 96.27	145.86	\$ 1,890.35
Pittsfield	1.1541979937%	\$ 42,260.21	\$ 27,894.56	\$ 42,260.21 \$	\$ 547,709.28
Plainfield	0.0004986914%	\$ 18.26	\$ 12.05	\$ 18.26	\$ 236.65
Plainville	0.0738004154%	\$ 2,702.15	\$ 1,783.60	\$ 2,702.15	\$ 35,021.00
Plymouth	1.0727134492%	\$ 39,276.71	\$ 25,925.25	\$ 39,276.71 \$	\$ 509,041.88
Plymouth County	0.0008974666%	\$ 32.86	\$ 21.69	\$ 32.86	\$ 425.88
Plympton	0.0311939123%	\$ 1,142.14	\$ 753.89	1,142.14	14,
Princeton	0.0094015998%	\$ 344.23	\$ 227.22	\$ 344.23	\$ 4,461.40
Provincetown	0.0895015011%	\$ 3,277.04	\$ 2,163.06	\$ 3,277.04 \$	\$ 42,471.75
Quincy	1.0277365393%	\$ 37,629.91	\$ 24,838.25	\$ 37,629.91 \$	\$ 487,698.68
Randolph	0.3517891103%	\$ 12,880.53	\$ 8,502.01	\$ 12,880.53 \$	\$ 166,936.84
Raynham	0.0739771661%	\$ 2,708.63	\$ 1,787.87	\$ 2,708.63	\$ 35,104.88
Reading	0.2463903024%	\$ 9,021.42	\$ 5,954.74	\$ 9,021.42 \$	\$ 116,921.24
Rehoboth	0.0342848256%	\$ 1,255.32	\$ 828.59	\$ 1,255.32 \$	\$ 16,269.41
Revere	0.5754964378%	\$ 21,071.43	\$ 13,908.55	\$ 21,071.43	\$ 273,094.17
Richmond	0.0346755405%	\$ 1,269.62	\$ 838.04	\$ 1,269.62 \$	\$ 16,454.82
Rochester	0.0656757963%	\$ 2,404.68	\$ 1,587.25	\$ 2,404.68 \$	\$ 31,165.57
Rockland	0.3048431858%	\$ 11,161.64	\$ 7,367.43	\$ 11,161.64 \$	\$ 144,659.27
Rockport	0.1188536886%	\$ 4,351.75	\$ 2,872.45	\$ 4,351.75	\$ 56,400.43
Rowe	0.0242459391%	\$ 887.75	\$ 585.97	\$ 887.75	\$ 11,505.59
Rowley	0.0134543050%	\$ 492.62	\$ 325.16 \$	492.62	\$ 6,384.56
Royalston	0.0020739031%	\$ 75.93	\$ 50.12 \$	75.93	\$ 984.14
Russell	0.0012348998%	\$ 45.22	\$ 29.84 \$	\$ 45.22 \$	\$ 586.01
Rutland	0.0122272562%	\$ 447.69	\$ 2	447.69	\$ 5,802.28
Salem	0.6254547137%	\$ 22,900.62	\$ 15,115.94 \$	\$ 22,900.62 \$	\$ 296,801.20
Salisbury	0.0319290215%	\$ 1,169.06	\$ 771.66	\$ 1,169.06 \$	\$ 15,151.49
Sandisfield	0.0020719142%	\$ 75.86	\$ 50.07	\$ 75.86 \$	\$ 983.20
Sandwich	0.4944903815%	\$ 18,105.44	\$ 11,950.80	\$ 18,105.44 \$	\$ 234,653.82

*The below figures are estimates that are subject to reduction under certain condition	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By
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			Years 2-7 Payments	Years 8-15 Payments	
Municipal Allocation of Walgreens		Year 1 Payment	(Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	(Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	Ş	\$ 3,661,435.19	\$ 47,453,667.81
Saugus	0.3330802265%	\$ 12,195.52	\$ 8,049.86	\$ 12,195.52	\$ 158,058.78
Savoy	0.0103246605%	\$ 378.03	\$ 249.53	\$ 378.03	\$ 4,899.43
Scituate	0.3938536371%	\$ 14,420.70	\$ 9,518.62	\$ 14,420.70	\$ 186,898.00
Seekonk	0.3325159013%	\$ 12,174.85	\$ 8,036.22	\$ 12,174.85	\$ 157,790.99
Sharon	0.3157804286%	\$ 11,562.10	\$ 7,631.76	\$ 11,562.10 \$	\$ 149,849.40
Sheffield	0.0066580643%	\$ 243.78	\$ 160.91	\$ 243.78	\$ 3,159.50
Shelburne	0.0145706034%	\$ 533.49	\$ 352.14	\$ 533.49	\$ 6,914.29
Sherborn	0.0361347676%	\$ 1,323.05	\$ 873.30 \$	1,323.05	\$ 17,147.27
Shirley	0.0049654026%	\$ 181.80	\$	181.80	\$ 2,356.27
Shrewsbury	0.6471205738%	\$ 23,693.90	\$ 15,639.56	\$ 23,693.90	\$ 307,082.45
Shutesbury	0.0358178516%	\$ 1,311.45	\$ 865.64	\$ 1,311.45	\$ 16,996.88
Somerset	0.2943717652%	\$ 10,778.23	\$ 7,114.35	\$ 10,778.23	\$ 139,690.20
Somerville	0.5538327759%	\$ 20,278.23	\$ 13,384.99	\$ 20,278.23	\$ 262,813.97
South Hadley	0.3289508962%	\$ 12,044.32	\$ 7,950.06	\$ 12,044.32	\$ 156,099.27
Southampton	0.0773861993%	\$ 2,833.45	\$ 1,870.26	\$ 2,833.45	\$ 36,722.59
Southborough	0.2173688486%	\$ 7,958.82	\$ 5,253.35	\$ 7,958.82	\$ 103,149.49
Southbridge	0.2906114812%	\$ 10,640.55	\$ 7,023.47	\$ 10,640.55	\$ 137,905.81
Southwick	0.0165255910%	\$ 605.07	\$ 399.39	\$ 605.07	\$ 7,842.00
Spencer	0.0203153945%	\$ 743.84	\$ 490.98	\$ 743.84	\$ 9,640.40
Springfield	3.4410224370%	\$ 125,990.81	\$ 83,162.35		\$ 1,632,891.36
Sterling	0.0196759620%	\$ 720.42	\$ 475.53	\$ 720.42	\$ 9,336.97
Stockbridge	0.0092305018%	\$ 337.97	\$ 223.08	\$ 337.97	\$ 4,380.21
Stoneham	0.1669780908%	\$ 6,113.79	\$ 4,035.51	\$ 6,113.79	\$ 79,237.23
Stoughton	0.3118943726%	\$ 11,419.81	\$ 7,537.84	\$ 11,419.81	\$ 148,005.32
Stow	0.0087733680%	\$ 321.23	\$ 212.03	\$ 321.23	\$ 4,163.28
Sturbridge	0.1235688557%	\$ 4,524.39	\$ 2,986.40	\$ 4,524.39	\$ 58,637.95
Sudbury	0.1950193814%	\$ 7,140.51	\$ 4,713.21	\$ 7,140.51	\$ 92,543.85
Sunderland	0.0394445127%	\$ 1,444.24	\$ 953.29	\$ 1,444.24	\$ 18,717.87
Sutton	0.1720631416%	\$ 6,299.98	\$ 4,158.41	\$ 6,299.98	\$ 81,650.27
Swampscott	0.2802270489%	\$ 10,260.33	\$ 6,772.50	\$ 10,260.33	\$ 132,978.01
Swansea	0.3127370397%	\$ 11,450.66	\$ 7,558.20	\$ 11,450.66	\$ 148,405.20
Taunton	1.3156698571%	\$ 48,172.40	\$ 31,797.00	\$ 48,172.40	\$ 624,333.60
Templeton	0.0167725290%	\$ 614.12	\$ 405.36	\$ 614.12	\$ 7,959.18
Tewksbury	0.2526508477%	\$ 9,250.65	\$ 6,106.05	\$ 9,250.65	\$ 119,892.09
Tisbury	0.0665566713%	\$ 2,436.93	\$ 1,608.54 \$	2,436.93	\$ 31,583.58
Tolland	0.0005593530%	\$ 20.48	\$ 13.52	\$ 20.48	\$ 265.43
Topsfield	0.0713350646%	\$ 2,611.89	\$ 1,724.02	\$ 2,611.89	\$ 33,851.10
Townsend	0.0093843801%	\$ 343.60	\$ 226.80	\$ 343.60	\$ 4,453.23

The below figures are estimates that are subject to reduction under certain c	Estimated Maximum Municipal Abatement Payments to Participating Subdi
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			Years 2-7 Payments	Years 8-15 Payments	
Municipal Allocation of Walgreens		Year 1 Payment	(Year 2: Dec. 31, 2023;	(Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	2,416,791.85	135.19	\$ 47,453,667.81
Truro	0.0604250384%	\$ 2,212.42	\$ 1,460.35	\$ 2,212.42	\$ 28,673.90
Tyngsborough	0.1162396935%	\$ 4,256.04	\$ 2,809.27	\$ 4,256.04 \$	\$ 55,160.00
Tyringham	0.0012803829%	\$ 46.88	\$ 30.94 \$	\$ 46.88 \$	\$ 607.59
Upton	0.0211017442%	\$ 772.63	\$ 96.605 \$	\$ 772.63 \$	\$ 10,013.55
Uxbridge	0.2255606716%	\$ 8,258.76	\$ 5,451.33 \$	\$ 8,258.76 \$	\$ 107,036.81
Wakefield	0.2116065761%	\$ 7,747.84	\$ 5,114.09	\$ 7,747.84 \$	\$ 100,415.08
Wales	0.0147604390%	\$ 540.44	\$ 356.73 \$	\$ 540.44 \$	\$ 7,004.37
Walpole	0.3194149930%	\$ 11,695.17	\$ 7,719.60 \$	\$ 11,695.17 \$	\$ 151,574.13
Waltham	0.5322671985%	\$ 19,488.62	\$ 12,863.79	\$ 19,488.62 \$	\$ 252,580.31
Ware	0.2035588439%	\$ 7,453.18	\$ 4,919.59	\$ 7,453.18 \$	\$ 96,596.14
Wareham	0.3595394490%	\$ 13,164.30	\$ 8,689.32 \$	\$ 13,164.30 \$	\$ 170,614.66
Warren	0.0179304373%	\$ 656.51	\$ 433.34 \$	\$ 656.51 \$	\$ 8,508.65
Warwick	0.0065997057%	\$ 241.64	\$ 159.50 \$	\$ 241.64 \$	\$ 3,131.80
Washington	0.0004074112%	\$ 14.92	\$ 9.85	\$ 14.92 \$	\$ 193.33
Water	0.2540965713%	\$ 9,303.58	\$ 6,140.99	\$ 9,303.58 \$	\$ 120,578.14
Wayland	0.2147389946%	\$ 7,862.53	\$ 5,189.79	\$ 7,862.53 \$	\$ 101,901.53
Webster	0.2405963644%	\$ 8,809.28	\$ 5,814.71	\$ 8,809.28 \$	\$ 114,171.80
Wellesley	0.4811483972%	\$ 17,616.94	\$ 11,628.36	\$ 17,616.94 \$	\$ 228,322.56
Wellfleet	0.0667808417%	\$ 2,445.14	\$ 1,613.95	\$ 2,445.14 \$	\$ 31,689.96
Wendell	0.0010508215%	\$ 38.48	\$ 25.40 \$	\$ 38.48 \$	\$ 498.65
Wenham	0.0112119209%	\$ 410.52	\$ 270.97	\$ 410.52 \$	\$ 5,320.47
West Boylston	0.1222726663%	\$ 4,476.93	\$ 2,955.08	\$ 4,476.93 \$	\$ 58,022.86
West Bridgewater	0.1467598909%	\$ 5,373.52	\$ 3,546.88 \$	\$ 5,373.52 \$	\$ 69,642.95
West Brookfield	0.0059191866%	\$ 216.73	\$ 143.05 \$	\$ 216.73 \$	\$ 2,808.87
West Newbury	0.0086981560%	\$ 318.48	\$ 210.22 \$	\$ 318.48 \$	\$ 4,127.59
West Springfield	0.4627594653%	\$ 16,943.64	\$ 11,183.93	\$ 16,943.64 \$	\$ 219,596.34
West Stockbridge	0.0028401544%	\$ 103.99	\$ 68.64 \$	\$ 103.99 \$	\$ 1,347.76
West Tisbury	0.0099183484%	\$ 363.15	\$ 239.71 \$	\$ 363.15 \$	\$ 4,706.62
Westborough	0.5070384269%	\$ 18,564.88	\$ 12,254.06	\$ 18,564.88 \$	\$ 240,608.33
Westfield	0.6538385669%	\$ 23,939.88	\$ 15,801.92	\$ 23,939.88 \$	\$ 310,270.38
Westford	0.2939962811%	\$ 10,764.48	\$ 7,105.28 \$	\$ 10,764.48 \$	\$ 139,512.02
Westhampton	0.0199373981%	\$ 729.99	\$ 481.85 \$	\$ 729.99 \$	\$ 9,461.03
Westminster	0.0226744436%	\$ 830.21	\$ 547.99	\$ 830.21 \$	\$ 10,759.86
Weston	0.2254658323%	\$ 8,255.29	\$ 5,449.04	\$ 8,255.29 \$	\$ 106,991.81
Westport	0.2811335179%	\$ 10,293.52	\$ 6,794.41 \$	\$ 10,293.52 \$	\$ 133,408.17
Westwood	0.2903783084%	\$ 10,632.01	\$ 7,017.84 \$	\$ 10,632.01 \$	\$ 137,795.16
Weymouth	0.5656639786%	\$ 20,711.42	\$ 13,670.92	\$ 20,711.42 \$	\$ 268,428.31
Whately	0.0314223222%	\$ 1,150.51	\$ 759.41 \$	\$ 1,150.51 \$	\$ 14,911.04

Municipal Allocation of Walgreens		Year 1 Payment	Years 2-7 Payments (Year 2: Dec. 31, 2023; Years 3-7: Mar. 31, 2025-2029)	Years 8-15 Payments (Years 8-14: Mar. 31, 2030-2036; Year 15: Dec. 31, 2036)	Total
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 3,661,435.19	\$ 2,416,791.85 \$		3,661,435.19 \$ 47,453,667.81
Whitman	0.0448742719%	\$ 1,643.04	\$ 1,084.52 \$	\$ 1,643.04 \$	\$ 21,294.49
Wilbraham	0.0313150261%	\$ 1,146.58	\$ 756.82 \$	\$ 1,146.58 \$	\$ 14,860.13
Williamsburg	0.0343998679%	\$ 1,259.53	\$ 831.37 \$	\$ 1,259.53 \$	\$ 16,324.00
Williamstown	0.0783021941%	\$ 2,866.98	\$ 1,892.40 \$	\$ 2,866.98 \$	\$ 37,157.26
Wilmington	0.2467559990%	\$ 9,034.81	\$ 5,963.58 \$	\$ 9,034.81 \$	\$ 117,094.77
Winchendon	0.1830720373%	\$ 6,703.06	\$ 4,424.47 \$	\$ 6,703.06 \$	\$ 86,874.40
Winchester	0.2570095300%	\$ 9,410.24	\$ 6,211.39 \$	\$ 9,410.24 \$	\$ 121,960.45
Windsor	0.0005238144%	\$ 19.18	\$ 12.66 \$	\$ 19.18 \$	\$ 248.57
Winthrop	0.1505890537%	\$ 5,513.72 \$	\$ 3,639.42 \$	\$ 5,513.72 \$	\$ 71,460.03
Woburn	0.3503541163%	\$ 12,827.99	\$ 8,467.33 \$	\$ 12,827.99 \$	\$ 166,255.88
Worcester	3.7929503518%	\$ 138,876.42	\$ 91,667.71 \$	\$ 138,876.42 \$	\$ 1,799,894.06
Worthington	0.0015069609%	\$ 55.18	\$ 36.42 \$	\$ 55.18 \$	\$ 715.11
Wrentham	0.0961794021%	\$ 3,521.55	\$ 2,324.46 \$	\$ 3,521.55 \$	\$ 45,640.65
Yarmouth	0.1308391883%	\$ 4,790.59	\$ 3,162.11 \$	\$ 4,790.59 \$	\$ 62,087.99

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* *The below figures are estimates that are subject to reduction under certain conditions.



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Notification of City Involvement in Opioid Lawsuit Settlement - Teva

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

Since that time, Attorney General Campbell has initiated new litigation against different opioid distributors which have recently reached a settlement agreement.

I am writing to inform you that the Administration has signed the City onto the lawsuit against Teva and that the City will be receiving financial compensation through this settlement as thirteen equal payments of \$7,817.86 for the next seven years for a total award of \$101,632.12. These will begin in July of 2023.

Just like the previous settlement agreement, these funds are severely restricted through the settlement agreement to be only used for costs associated with combating the opioid epidemic. However, since the legislature has not allowed these funds to be deposited into special revenue accounts, these funds must fall to the general fund and be appropriated by the Council through a regular budgeting process.

The Administration will track these funds as they come in and make sure they are appropriated in the correct fashion. I am hopeful that the legislature will help alleviate this procedural hurdle this session, but until then, we will continue to do what is required of the settlement under the current standards.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

10936

<u>Exhibit K</u>
Subdivision and Special District Settlement Participation Form

Governmental Entity: Gardner city		State: MA
Authorized Signatory: Mayor Michael J.	Nicholson	
Address 1: Gardner City Hall		
Address 2: 95 Pleasant St		
City, State, Zip: Gardner	Massachusetts	01440
Phone: 978-630-1490		
Email: mayor@gardner-ma.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary	power and authorization to ex	xecute this Election ar	nd Release on behalf of the
Governmental Entity	Ι.	DocuSigned by:	

Signature:	Michael Mcholson E4290202953440E	_
Name:	Michael J. Nicholson	_
Title:	Mayor	_
Date:	2/13/2023	



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Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Abington	0.2400899791%		
Acton	0.1586479343%	\$ 4,026.15	\$ 52,339.90
Acushnet	0.1547305792%	\$ 3,926.73	\$ 51,047.51
Adams	0.0189731986%	\$ 481.50	\$ 6,259.49
Agawam	0.4341901730%	\$ 11,018.82	\$ 143,244.66
Alford	0.0007449491%	\$ 18.91	\$ 245.77
Amesbury	0.2580959424%	\$ 6,549.92	\$ 85,149.01
Amherst	0.3675897982%	\$ 9,328.64	\$ 121,272.38
Andover	0.7102727131%	\$ 18,025.21	\$ 234,327.67
Aquinnah	0.0049293930%	\$ 125.10	\$ 1,626.27
Arlington	0.3350233330%	\$ 8,502.18	\$ 110,528.30
Ashburnham	0.0140160133%	\$ 355.70	\$ 4,624.05
Ashby	0.0069876989%	\$ 177.33	\$ 2,305.33
Ashfield	0.0027296132%	\$ 69.27	\$ 900.53
Ashland	0.1613930923%	\$ 4,095.81	\$ 53,245.56
Athol	0.0359559233%	\$ 912.48	\$ 11,862.30
Attleboro	0.9357205930%	\$ 23,746.59	\$ 308,705.69
Auburn	0.3036683195%	\$ 7,706.45	\$ 100,183.90
Avon	0.0739889948%	\$ 1,877.68	\$ 24,409.88
Ayer	0.0179210686%	\$ 454.80	\$ 5,912.38
Barnstable	0.8578313582%	\$ 21,769.93	\$ 283,009.07
Barnstable County	0.0639482242%	\$ 1,622.87	\$ 21,097.30
Barre	0.0096522017%	\$ 244.95	\$ 3,184.38
Becket	0.0067279376%	170.74	\$ 2,219.63
Bedford	0.1982937972%	\$ 5,032.27	\$ 65,419.55
Belcher	0.3492785905%	\$ 8,863.95	\$ 115,231.29

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Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Bellingham	0.1961076781%	\$ 4,976.79	\$ 64,698.33
Belmont	0.2420315678%	\$ 6,142.24	\$ 79,849.18
Berkley	0.1212759115%	\$ 3,077.72	\$ 40,010.41
Berlin	0.0397753511%	\$ 1,009.41	\$ 13,122.38
Bernardston	0.0040751589%	\$ 103.42	\$ 1,344.44
Beverly	0.4801566147%	\$ 12,185.35	\$ 158,409.55
Billerica	0.3870913124%	\$ 9,823.55	\$ 127,706.17
Blackstone	0.0221473318%	\$ 562.05	\$ 7,306.68
Blandford	0.0009007116%	\$ 22.86	\$ 297.16
Bolton	0.0110088433%	\$ 279.38	\$ 3,631.95
Boston	10.5767780349%	\$ 268,416.05	\$ 3,489,408.64
Bourne	0.3783946742%	\$ 9,602.85	\$ 124,837.04
Boxborough	0.0399298051%	\$ 1,013.33	\$ 13,173.33
Boxford	0.0912309051%	\$ 2,315.25	\$ 30,098.19
Boylston	0.0562367737%	\$ 1,427.17	\$ 18,553.20
Braintree	0.4457226214%	\$ 11,311.49	\$ 147,049.35
Brewster	0.1284470083%	\$ 3,259.71	\$ 42,376.24
Bridgewater	0.0570448443%	\$ 1,447.68	\$ 18,819.79
Brimfield	0.0355644757%	\$ 902.55	\$ 11,733.16
Bristol County	0.1015083030%	\$ 2,576.06	\$ 33,488.83
Brockton	2.1170344615%	\$ 53,725.82	\$ 698,435.60
Brookfield	0.0372953453%	\$ 946.48	\$ 12,304.19
Brookline	0.8244968622%	\$ 20,923.97	\$ 272,011.61
Buckland	0.0031396937%	\$ 79.68	\$ 1,035.82
Burlington	0.3034752912%	\$ 7,701.56	\$ 100,120.22
Cambridge	4.3053779748%	\$ 109,261.30	\$ 1,420,396.93

Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total P	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,9	32,991,225.00
Canton	0.2909840866%	\$ 7,384.55	Ş	95,999.21
Carlisle	0.0526144568%	\$ 1,335.24	Ş	17,358.15
Carver	0.2179547901%	\$ 5,531.23	Ş	71,905.96
Charlemont	0.0066765925%	\$ 169.44	Ş	2,202.69
Charlton	0.0305379405%	\$ 774.99	\$	10,074.84
Chatham	0.1685335181%	\$ 4,277.02	Ş	55,601.27
Chelmsford	0.3162632088%	\$ 8,026.09	\$	104,339.11
Chelsea	0.5236031155%	\$ 13,287.93	Ş	172,743.08
Cheshire	0.0015830626%	\$ 40.17	\$	522.27
Chester	0.0096828727%	\$ 245.73	Ş	3,194.50
Chesterfield	0.0168042468%	\$ 426.46	Ş	5,543.93
Chicopee	0.8816952708%	\$ 22,375.54	Ş	290,882.07
Chilmark	0.0062328576%	\$ 158.18	\$	2,056.30
Clarksburg	0.0303920178%	\$ 771.28	Ş	10,026.70
Clinton	0.2371744557%	\$ 6,018.98	Ş	78,246.76
Cohasset	0.1430861241%	\$ 3,631.22	Ş	47,205.87
Colrain	0.0016018525%	\$ 40.65	Ş	528.47
Concord	0.1749597704%	\$ 4,440.11	Ş	57,721.37
Conway	0.0354590115%	\$ 899.87	Ş	11,698.36
Cummington	0.0009757143%	\$ 24.76	Ş	321.90
Dalton	0.0123034626%	\$ 312.24	Ş	4,059.06
Danvers	0.4037368656%	\$ 10,245.98	¢ 1	133,197.74
Dartmouth	0.5505881937%	\$ 13,972.75	\$ 1	181,645.79
Dedham	0.3188835370%	\$ 8,092.58	\$ 1	105,203.59
Deerfield	0.0872700035%	\$ 2,214.73	\$	28,791.44
Dennis	0.0970183530%	\$ 2,462.12	Ş	32,007.54

*The below figures are estimates that are subject to reduction and acceleration under certain condi	Estimated Maximum Municipal Abatement Payments to Participating
ration under certain conditions.	Subdivisions, By Payment*

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Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Dighton	0.0228752705%		
Douglas	0.1659192613%	\$ 4,210.68	\$ 54,738.80
Dover	0.0683428114%	\$ 1,734.39	\$ 22,547.13
Dracut	0.2045887296%	\$ 5,192.03	\$ 67,496.33
Dudley	0.0179390734%	\$ 455.26	\$ 5,918.32
Dukes County	0.0054256244%	\$ 137.69	\$ 1,789.98
Dunstable	0.0041607864%	\$ 105.59	\$ 1,372.69
Duxbury	0.3742011756%	\$ 9,496.43	\$ 123,453.55
East Bridgewater	0.2308047825%	\$ 5,857.33	\$ 76,145.33
East Brookfield	0.0052365739%	\$ 132.89	\$ 1,727.61
East Longmeadow	0.2715713403%	\$ 6,891.90	\$ 89,594.71
Eastham	0.0786916528%	\$ 1,997.03	\$ 25,961.34
Easthampton	0.2670463228%	\$ 6,777.07	\$ 88,101.85
Easton	0.5676857515%	\$ 14,406.65	\$ 187,286.48
Edgartown	0.0809809332%	\$ 2,055.12	\$ 26,716.60
Egremont	0.0050750540%	\$ 128.79	\$ 1,674.32
Erving	0.0513752128%	\$ 1,303.79	\$ 16,949.31
Essex	0.0113333487%	\$ 287.62	\$ 3,739.01
Everett	0.4368228534%	\$ 11,085.63	\$ 144,113.21
Fairhaven	0.3265362625%	\$ 8,286.79	\$ 107,728.31
Fall River	2.1055901006%	\$ 53,435.38	\$ 694,659.97
Falmouth	0.6632841320%	\$ 16,832.74	\$ 218,825.56
Fitchburg	0.6913634212%	\$ 17,545.33	\$ 228,089.26
Florida	0.0170875086%	\$ 433.64	\$ 5,637.38
Foxborough	0.2588100112%	\$ 6,568.05	\$ 85,384.59
Framingham	0.6902310022%	\$ 17,516.59	\$ 227,715.66

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Municipal Allocation of Teva		13 Annual Payments (Starting	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	~ July 2023) ک 3 3 5 7 786 5 4	¢ 32 001 225 00
Franklin	0.4506715894%	_	\$ 148 682 08
Freetown	0.0347111837%	880.90	
Gardner	0.3080580392%	\$ 7,817.86	
Georgetown	0.1361143365%	\$ 3,454.29	\$ 44,905.79
GII	0.0032293514%	\$ 81.95	\$ 1,065.40
Gloucester	0.4219402015%	\$ 10,707.94	13
Goshen	0.0020598761%	\$ 52.28	
Gosnold	0.0011645031%	\$ 29.55	
Grafton	0.2787903277%	\$ 7,075.10	91,
Granby	0.1421420753%	\$ 3,607.26	\$ 46,894.41
Granville	0.0205788719%	\$ 522.25	\$ 6,789.22
Great Barrington	0.0238735954%	\$ 605.86	\$ 7,876.19
Greenfield	0.4522917084%	\$ 11,478.20	\$ 149,216.58
Groton	0.0112861907%	\$ 286.42	\$ 3,723.45
Groveland	0.0109548289%	\$ 278.01	\$ 3,614.13
Hadley	0.1036658447%	\$ 2,630.82	\$ 34,200.63
Halinax	0.0744074497%	\$ 1,888.30	\$ 24,547.93
Hamilton	0.0148754814%	\$ 377.51 \$	
	0.0086441416%	\$ 219.37 \$	\$ 2,851.81
	0.0080083205%	\$ 203.23 \$	\$ 2,642.04
	0.2979987927%	\$ 7,562.57 \$	\$ 98,313.45
	0.0306151413%	\$ 776.95 \$	\$ 10,100.31
×	0.0046489576%	\$ 117.98 \$	\$ 1,533.75
	0.1646144358%	4,177.56	\$ 54,308.32
Hatfield	0.2864309104%	\$ 7,269.01 \$	\$ 94,497.07
	0.0627393895%	\$ 1,592.19 \$	20,698.49

[•] I ne below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating
leration under certain conditions.	ing Subdivisions, By Payment*

Municipal Allocation of Teva		13 Annual Payments (Starting	Total Payments
Apatement Funds, by Payment	Settlement Ex. G Allocation		\$ 32.991.225.00
Haverhill	0.8142937865%	-	
Hawley	0.0002691301%	6.83	
Heath	0.0011790011%	\$ 29.92	w
Hingnam	0.4828724626%	\$ 12,254.27	159
Hinsdale	0.0037015067%		
Holbrook	0.1222501079%	\$ 3,102.45	4
Holden	0.0343745879%	\$ 872.35	
Holland	0.0238040885%	\$ 604.10	
Holliston	0.1672190621%	\$ 4,243.66	л
Holyoke	0.9664659552%	\$ 24,526.84	ω
	0.1372305825%	\$ 3,482.62	\$ 45,274.05
	0.2027514537%	\$ 5,145.40	\$ 66,890.19
	0.0076647112%	\$ 194.51	\$ 2,528.68
	0.1994512345%	\$ 5,061.65	\$ 65,801.41
	0.1954841045%	\$ 4,960.97	\$ 64,492.60
	0.0026561285%	\$ 67.41	\$ 876.29
Kingston	0.2079635850%	\$ 5,277.67	\$ 68,609.73
hingston Jakovillo	0.1369378473%	\$ 3,475.19	\$ 45,177.47
	0.0202228058%	\$ 513.21 \$	\$ 6,671.75
	0.0116656002%	\$ 296.05 \$	\$ 3,848.62
0081	0.0575248505%	\$ 1,459.86 \$	\$ 18,978.15
	1.4758837913%	\$ 37,454.78 \$	\$ 486,912.14
poter	0.1519018348%	\$ 3,854.94 \$	\$ 50,114.28
	0.1926291380%	\$ 4,888.52 \$	\$ 63,550.71
nster	0.1609461124%	\$ 4,084.47 \$	\$ 53,098.09
	0.7902330708%	\$ 20,054.94 \$	260,714.17

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75,760.90	76 \$	5,827.76		Mendon
64,027.12	16 \$	4,925.16		Melrose
131,047.77	.60 \$	10,080.60		Medway
68,746.22	17 Ş	5,288.17		Medford
33,484.14		2,575.70		Medfield
27,835.36	-			Maynard
20.121,411	-	2.141.18	0.0843720139% \$	Wattapoisett
114 101 63		8,778.59	0.3459150927% \$	Motton circut
162,664.93	; 69	12,512.69	0.4930551259% \$	Mashnee
121,021.55	.35 \$	9,309.35	U.3668295136% \$	Marshfield
23,028.72	.44 \$	1,771.44		Marlborough
115,004.53	.50 \$	8,846.50		Marion
224,891.09).31 \$	17,299.31		Marblehead
6,634.56	.35 \$			Mansfield
153,730.60	5.43 \$	11,825.43		Manchester-By-The-Sea
76,973.61	L.05 \$	\$ 5,921.05		Malden
525,140.96	-			Lynnfield
63,225.72	-			Lynn
100,301.27			0.1916440550%	Lunenburg
100 281 77		\$ 7,721.64	0.3042665608%	LUGIOW
227 011 70		\$ 25,993.21	1.0242474790%	
98,713.31	3.33 \$	\$ 7,593.33	0.2992108201%	
34,429.55	8.43 \$	\$ 2,648.43		
36,277.79	0.60 \$	\$ 2,790.60		littleton
253.68	19.51 \$	\$ 19	0.0007689206%	Lincoln
167,955.83	9.68 \$	\$ 12,919.68	0.5090924410%	Levden
13,042.82	1,003.29 \$		0.039534222/%	Lexington
32,991,225.00	36.54 \$	\$ 2,537,786.54	Settlement Ex. G Allocation	Leverett
Total Payments		13 Annual Payments (Starting ~ July 2023)		Abatement Funds, by Payment
	s.	tion under certain conditions	inc prior inguies are estimates that are subject to reduction and acceleration under certain conditions	
		ai ticipating subdivisions, By Payment*	Surveyor America of Landaus	*The helow figures are actimated to

*The below figures are estimates that are subject to reduction and acceleration under certain conditions.

		I name / Ctarting	
Municipal Allocation of Teva		23 Annual Payments (Starting	Tot
Abstament Finds by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,99
Abatement i anas, sy i symetric	0.0100336001%	\$ 254.63	\$
Merrimac	0.7149217230%	\$ 18,143.19	\$ 235,861.43
Methuen	0.3933419654%	\$ 9,982.18	\$ 129,768.33
Middleborougn	0.0003252381%	\$ 8.25	\$ 107.30
Middlefield	0.0917093411%	\$ 2,327.39	\$ 30,256.04
Middleton	0 5373916620%	\$ 13,510.96	\$ 175,642.53
Milford	0.3233340713%	Ś 5,918.98	\$ 76,946.78
Millbury	0.232240/14270		-
Millis	0.0999797258%		~ 1
Millville	0.0062130209%		~ ·
Milton	0.3520463069%	÷ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	~ *
Monroe	0.00010233270	3.21	· · · · · · · · · · · · · · · · · · ·
Monson	0.1220222000075		
Montague	0.0042137017%	\$ 106.93	3 \$ 1,390.15
Monterey	0 0002324400%	\$ 5.90	0 \$ 76.68
Montgomery	0.0001746048%	\$ 4.43	3 \$ 57.60
Mt Wasnington	0.0355497159%	\$ 902.18	8 \$ 11,728.29
Nahahit	0.1102324194%	\$ 2,797.46	6 \$ 36,367.03
Nantucker	0.3421702489%	\$ 8,683.55	5 \$ 112,886.16
Natick	0.4914063771%	\$ 12,470.84	4 \$ 162,120.98
Neednam	0.0002677169%	\$ 6.79	9 \$ 88.32
New Ashtord	2.3617391681%	\$ 59,935.90	0 \$ 779,166.68
New Bedtord	0.0013480056%	\$ 34.21	1 \$ 444.72
New Braintree	0.0032940955%	\$ 83.60	0 \$ 1,086.76
New Mariborough	0.0024476600%	\$ 62.12	2 \$ 807.51
New Salem	0.0135400372%	\$ 343.62	2 \$ 4,467.02
Newbuly			

*The below figures are estimates that are subject to reduction and acceleration	are subject to reduction and acceler	ation under certain conditions.	
Municinal Allocation of Teva		13 Annual Payments (Starting ~ Iuly 2023)	Total Payments
	Cathlemont Ex C Allocation	Ś 2,537,786.54	\$ 32,991,225.00
Abatement Funds, by Payillein			\$ 95,864.20
Newburyport	1 0088865481%	\$ 25,603.39	\$ 332,844.03
Newton	0.0563017795%	\$ 1,428.82	\$ 18,574.65
Norfolk	0 0897988423%	\$	\$ 29,460.78
Norfolk County	0 3428675166%	\$ 8,701.25	\$ 113,116.19
North Adams	0.4494773051%	\$ 11,406.77	\$ 148,288.07
North Andover	0 6369959028%	\$ 16,165.60	\$ 210,152.75
North Attleborougn	0 0698725924%	\$ 1,773.22	\$ 23,051.82
North Brookfield	0.1664230820%	\$ 4,223.46	\$ 54,905.01
North Reading	0.5405649568%	\$ 13,718.38	\$ 178,339.00
Northampton	0.2422641125%	\$ 6,148.15	\$ 79,925.90
Northeadow	0.2823159735%	\$ 7,164.58	\$ 93,139.50
Northfiold	0.0153010544%	\$ 388.31	
	0.4563834066%	\$ <u>11,582.04</u>	\$ 150,566.48
Notion	0.2753854817%	\$ 6,988.70	
Norweil	0.3412282413%	\$ 8,659.64	\$ 112,575.38
Not Bluffe	0.0769116887%	\$ 1,951.85	25
	0.0026269230%	\$ 66.67	\$
	0.1376712816%	\$ 3,493.80	\$
Orange	0.0935051641%	\$ 2,372.96	\$ 3
Orleans	0.0035269019%	\$ 89.51	\$
Otis	0.2336229019%	\$ 5,928.85	\$ 77,075.06
Oxtora	0.1621757259%	\$ 4,115.67	\$ 5
	0.0115100470%	\$ 292.10	\$
	0.7162928627%	\$ 18,177.98	\$ \$ 236,313./9
Caboa			

Peabody Pelham

0.0235476246%

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Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Pembroke	0.3388218249%		\$ 111,781.47
Pepperell	0.0102363113%	\$ 259.78	\$ 3,377.08
Peru	0.0011523603%	\$ 29.24	\$ 380.18
Petersham	0.0159775433%	\$ 405.48	\$ 5,271.19
Phillipston	0.0039835646%	\$ 101.09	\$ 1,314.23
Pittsfield	1.1541979937%	\$ 29,291.08	\$ 380,784.06
Plainfield	0.0004986914%	\$ 12.66	\$ 164.52
Plainville	0.0738004154%	\$ 1,872.90	\$ 24,347.66
Plymouth	1.0727134492%	\$ 27,223.18	\$ 353,901.31
Plymouth County	0.0008974666%	\$ 22.78	\$ 296.09
Plympton	0.0311939123%	\$ 791.63	\$ 10,291.25
Princeton	0.0094015998%	\$ 238.59	\$ 3,101.70
Provincetown	0.0895015011%	\$ 2,271.36	\$ 29,527.64
Quincy	1.0277365393%	\$ 26,081.76	\$ 339,062.87
Randolph	0.3517891103%	\$ 8,927.66	\$ 116,059.54
Raynham	0.0739771661%	\$ 1,877.38	\$ 24,405.97
Reading	0.2463903024%	\$ 6,252.86	\$ 81,287.18
Rehoboth	0.0342848256%	\$ 870.08	\$ 11,310.98
Revere	0.5754964378%	\$ 14,604.87	\$ 189,863.32
Richmond	0.0346755405%	\$ 879.99	\$ 11,439.89
Rochester	0.0656757963%	\$ 1,666.71	\$ 21,667.25
Rockland	0.3048431858%	\$ 7,736.27	\$ 100,571.50
Rockport	0.1188536886%	\$ 3,016.25	\$ 39,211.29
Rowe	0.0242459391%	\$ 615.31	\$ 7,999.03
Rowley	0.0134543050%	\$ 341.44	\$ 4,438.74
Royalston	0.0020739031%	\$ 52.63	\$ 684.21

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Municipal Allocation of Teva		13 Annual Payments (Starting		
			Total Payments	nts
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00	5.00
Russell	0.0012348998%	\$ 31.34	\$ 40	407.41
Rutland	0.0122272562%	\$ 310.30	\$ 4,03	4,033.92
Salem	0.6254547137%	\$ 15,872.71	\$ 206,345.17	15.17
Salisbury	0.0319290215%	\$ 810.29	\$ 10,533.78	3.78
Sandisfield	0.0020719142%	\$ 52.58	89 \$	683.55
Sandwich	0.4944903815%	\$ 12,549.11	\$ 163,138.43	8.43
Saugus	0.3330802265%	\$ 8,452.87	\$ 109,887.25	7.25
Savoy	0.0103246605%	\$ 262.02	\$ 3,40	3,406.23
Scituate	0.3938536371%	\$ 9,995.16	\$ 129,937.14	7.14
Seekonk	0.3325159013%	\$ 8,438.54	\$ 109,701.07	1.07
Sharon	0.3157804286%	\$ 8,013.83	\$ 104,179.83	9.83
Sheffield	0.0066580643%	\$ 168.97	\$ 2,19	2,196.58
Shelburne	0.0145706034%	\$ 369.77	\$ 4,80	4,807.02
Sherborn	0.0361347676%	\$ 917.02	\$ 11,921.30	1.30
Shirley	0.0049654026%	\$ 126.01	\$ 1,63	1,638.15
Shrewsbury	0.6471205738%	\$ 16,422.54	\$ 213,493.00	3.00
Shutesbury	0.0358178516%	\$ 908.98	\$ 11,816.75	6.75
Somerset	0.2943717652%	\$ 7,470.53	\$ 97,116.85	6.85
Somerville	0.5538327759%	\$ 14,055.09	\$ 182,716.22	6.22
South Hadley	0.3289508962%	\$ 8,348.07	\$ 108,524.93	4.93
Southampton	0.0773861993%	\$ 1,963.90	\$ 25,530.66	0.66
Southborough	0.2173688486%	\$ 5,516.36	\$ 71,712.65	2.65
Southbridge	0.2906114812%	\$ 7,375.10	\$ 95,876.29	6.29
Southwick	0.0165255910%	\$ 419.38	\$ 5,45	5,451.99
Spencer	0.0203153945%	\$ 515.56	\$ 6,70	6,702.30
Springfield	3.4410224370%	\$ 87,325.80	\$ 1,135,235.45	5.45

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*The below figures are estimates that are subject to reduction and acceleration under certain conditions.

Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Sterling	0.0196759620%		
Stockbridge	0.0092305018%	\$ 234.25	
Stoneham	0.1669780908%	\$ 4,237.55	\$ 55,088.12
Stoughton	0.3118943726%	\$ 7,915.21	\$ 102,897.77
Stow	0.0087733680%	\$ 222.65	\$ 2,894.44
Sturbridge	0.1235688557%	\$ 3,135.91	\$ 40,766.88
Sudbury	0.1950193814%	\$ 4,949.18	\$ 64,339.28
Sunderland	0.0394445127%	\$ 1,001.02	\$ 13,013.23
Sutton	0.1720631416%	\$ 4,366.60	\$ 56,765.74
Swampscott	0.2802270489%	\$ 7,111.56	\$ 92,450.34
Swansea	0.3127370397%	\$ 7,936.60	\$ 103,175.78
Taunton	1.3156698571%	\$ 33,388.89	\$ 434,055.60
Templeton	0.0167725290%	\$ 425.65	\$ 5,533.46
Tewksbury	0.2526508477%	\$ 6,411.74	\$ 83,352.61
Tisbury	0.0665566713%	\$ 1,689.07	\$ 21,957.86
Tolland	0.0005593530%	\$ 14.20	\$ 184.54
Topsfield	0.0713350646%	\$ 1,810.33	\$ 23,534.31
Townsend	0.0093843801%	\$ 238.16	\$ 3,096.02
Truro	0.0604250384%	\$ 1,533.46	\$ 19,934.96
Tyngsborough	0.1162396935%	\$ 2,949.92	\$ 38,348.90
Tyringham	0.0012803829%	\$ 32.49	\$ 422.41
Upton	0.0211017442%	\$ 535.52	\$ 6,961.72
Uxbridge	0.2255606716%	\$ 5,724.25	\$ 74,415.23
Wakefield	0.2116065761%	\$ 5,370.12	\$ 69,811.60
Wales	0.0147604390%	\$ 374.59	\$ 4,869.65
Walpole	0.3194149930%	\$ 8,106.07	\$ 105,378.92

Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Waltham	0.5322671985%	\$ 13,507.81	\$ 175,601.47
Ware	0.2035588439%	\$ 5,165.89	\$ 67,156.56
Wareham	0.3595394490%	\$ 9,124.34	\$ 118,616.47
Warren	0.0179304373%	\$ 455.04	\$ 5,915.47
Warwick	0.0065997057%	\$ 167.49	\$ 2,177.32
Washington	0.0004074112%	\$ 10.34	\$ 134.41
Water	0.2540965713%	\$ 6,448.43	\$ 83,829.57
Wayland	0.2147389946%	\$ 5,449.62	\$ 70,845.02
Webster	0.2405963644%	\$ 6,105.82	\$ 79,375.69
Wellesley	0.4811483972%	\$ 12,210.52	\$ 158,736.75
Wellfleet	0.0667808417%	\$ 1,694.76	\$ 22,031.82
Wendell	0.0010508215%	\$ 26.67	\$ 346.68
Wenham	0.0112119209%	\$ 284.53	\$ 3,698.95
West Boylston	0.1222726663%	\$ 3,103.02	\$ 40,339.25
West Bridgewater	0.1467598909%	\$ 3,724.45	\$ 48,417.89
West Brookfield	0.0059191866%	\$ 150.22	\$ 1,952.81
West Newbury	0.0086981560%	\$ 220.74	\$ 2,869.63
West Springfield	0.4627594653%	\$ 11,743.85	\$ 152,670.02
West Stockbridge	0.0028401544%	\$ 72.08	\$ 937.00
West Tisbury	0.0099183484%	\$ 251.71	\$ 3,272.18
Westborough	0.5070384269%	\$ 12,867.55	\$ 167,278.19
Westfield	0.6538385669%	\$ 16,593.03	\$ 215,709.35
Westford	0.2939962811%	\$ 7,461.00	\$ 96,992.97
Westhampton	0.0199373981%	\$ 505.97	\$ 6,577.59
Westminster	0.0226744436%	\$ 575.43	\$ 7,480.58
Weston	0.2254658323%	\$ 5,721.84	\$ 74,383.94

*The below figures are estimates that are subject to reduction and acceleration under certain conditions.

Municipal Allocation of Teva		13 Annual Payments (Starting ~ July 2023)	Total Payments
Abatement Funds, by Payment	Settlement Ex. G Allocation	\$ 2,537,786.54	\$ 32,991,225.00
Westport	0.2811335179%	\$ 7,134.57	\$ 92,749.39
Westwood	0.2903783084%	\$ 7,369.18	\$ 95,799.36
Weymouth	0.5656639786%	\$ 14,355.34	\$ 186,619.48
Whately	0.0314223222%	\$ 797.43	\$ 10,366.61
Whitman	0.0448742719%	\$ 1,138.81	\$ 14,804.57
Wilbraham	0.0313150261%	\$ 794.71	\$ 10,331.21
Williamsburg	0.0343998679%	\$ 873.00	\$ 11,348.94
Williamstown	0.0783021941%	\$ 1,987.14	\$ 25,832.85
Wilmington	0.2467559990%	\$ 6,262.14	\$ 81,407.83
Winchendon	0.1830720373%	\$ 4,645.98	\$ 60,397.71
Winchester	0.2570095300%	\$ 6,522.35	\$ 84,790.59
Windsor	0.0005238144%	\$ 13.29	\$ 172.81
Winthrop	0.1505890537%	\$ 3,821.63	\$ 49,681.17
Woburn	0.3503541163%	\$ 8,891.24	\$ 115,586.11
Worcester	3.7929503518%	\$ 96,256.98	\$ 1,251,340.78
Worthington	0.0015069609%	\$ 38.24	\$
Wrentham	0.0961794021%	\$ 2,440.83	\$ 31,730.76
Yarmouth	0.1308391883%	\$ 3,320.42	\$ 43,165.45



City of Gardner - Executive Department

10937

MOSFED 23 PH 3: 55

Mayor Michael J. Nicholson

February 22, 2023

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

RE: Notification of City Involvement in Opioid Lawsuit Settlement - Walmart

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

Since that time, Attorney General Campbell has initiated new litigation against different opioid distributors which have recently reached a settlement agreement.

I am writing to inform you that the Administration has signed the City onto the lawsuit against Walmart and that the City will be receiving financial compensation through this settlement as six equal payments of \$12,688.15 for the next seven years for a total award of \$76,128.90. These will begin in July of 2023.

Just like the previous settlement agreement, these funds are severely restricted through the settlement agreement to be only used for costs associated with combating the opioid epidemic. However, since the legislature has not allowed these funds to be deposited into special revenue accounts, these funds must fall to the general fund and be appropriated by the Council through a regular budgeting process.

The Administration will track these funds as they come in and make sure they are appropriated in the correct fashion. I am hopeful that the legislature will help alleviate this procedural hurdle this session, but until then, we will continue to do what is required of the settlement under the current standards.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

10937

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[x] Yes [] No

Governmental Entity: Gardner city		State: MA
Authorized Official: Mayor Michael J. Nicholson		
Address 1: Gardner City Hall		
Address 2: 95 Pleasant St		
City, State, Zip: Gardner	Massachusetts	01440
Phone: 978-630-1490		
Email: mayor@gardner-ma.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and auth	orization to execute this Election and	Release on behalf of the
Governmental Entity.	DocuSigned by:	

Signature:	Michael Mcholson E4290222203344CE	
Name:	Michael J. Nicholson	
Title:	Mayor	
Date [.]	2/13/2023	



		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1-	\$ 24,712,519.70
		s, with smaller payments to follow in Years 4-6.	
		Annual payment amounts will be determined by	
		statewide municipal	
Abington	0.2400899791%		\$ 59,332.28
Acton	0.1586479343%		\$ 39,205.90
Acushnet	0.1547305792%		\$ 38,237.82
Adams	0.0189731986%		\$ 4,688.76
Agawam	0.4341901730%		\$ 107,299.33
Alford	0.0007449491%		\$ 184.10
Amesbury	0.2580959424%		\$ 63,782.01
Amherst	0.3675897982%		\$ 90,840.70
Andover	0.7102727131%		\$ 175,526.28
Aquinnah	0.0049293930%		\$ 1,218.18
Arlington	0.3350233330%		\$ 82,792.71
Ashburnham	0.0140160133%		\$ 3,463.71
Ashby	0.0069876989%		\$ 1,726.84
Ashfield	0.0027296132%		\$ 674.56
Ashland	0.1613930923%		\$ 39,884.30
Athol	0.0359559233%		\$ 8,885.61

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart		Note: Most of the funds are to be paid in Years 1-	
Abatement runds, by Payment		3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by	
		statewide municipal	
Attleboro	0.9357205930%		\$ 231,240.14
Auburn	0.3036683195%		\$ 75,044.09
Avon	0.0739889948%		\$ 18,284.54
Ayer	0.0179210686%		\$ 4,428.75
Barnstable	0.8578313582%		\$ 211,991.74
Barnstable County	0.0639482242%		\$ 15,803.22
Barre	0.0096522017%		\$ 2,385.30
Becket	0.0067279376%		\$ 1,662.64
Bedford	0.1982937972%		\$ 49,003.39
Belcher	0.3492785905%		\$ 86,315.54
Bellingham	0.1961076781%		\$ 48,463.15
Belmont	0.2420315678%		\$ 59,812.10
Berkley	0.1212759115%		\$ 29,970.33
Berlin	0.0397753511%		\$ 9,829.49
Bernardston	0.0040751589%		\$ 1,007.07
Beverly	0.4801566147%		\$ 118,658.80

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments	\$ 24,712,519.70
		Annual payment amounts will be determined by	
	Settlement Ex. G Allocation	statewide municipal participation rate.	
Billerica	0.3870913124%		\$ 95,660.02
Blackstone	0.0221473318%		\$ 5,473.16
Blandford	0.0009007116%		\$ 222.59
Bolton	0.0110088433%		\$ 2,720.56
Boston	10.5767780349%		\$ 2,613,788.36
Bourne	0.3783946742%		\$ 93,510.86
Boxborough	0.0399298051%		\$ 9,867.66
Boxford	0.0912309051%		\$ 22,545.46
Boylston	0.0562367737%		\$ 13,897.52
Braintree	0.4457226214%		\$ 110,149.29
Brewster	0.1284470083%		\$ 31,742.49
Bridgewater	0.0570448443%		\$ 14,097.22
Brimfield	0.0355644757%		\$ 8,788.88
Bristol County	0.1015083030%		\$ 25,085.26
Brockton	2.1170344615%		\$ 523,172.56
Brookfield	0.0372953453%		\$ 9,216.62

Introduction of WalmartTotal Paymentsunicipal Allocation of Walmart6 Anual Payments (Starting "July 2023)batement Funds, by PaymentNote: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment municipal payment 10.0031396937%Note: Most of the funds are to be paid in Years 1- 3, with smaller payment amounts will be determined by payment 10.0031396937%Statewide municipal payment 10.0031396937%n0.0031396937%0.0031396937%Statewide municipal payment 10.0031396937%e0.0031396937%Statewide municipal payment 10.00352179743%Statewide municipal payment 10.00352179743%e0.003526144568%Statewide municipal payment 10.003579405%Statewide 10.003539405%rd0.0362632088%StatesizeStatesizerd0.0362632088%StatesizeStatesizerd0.0362632088%StatesizeStatesizerd0.036335181%StatesizeStatesizerd0.036380626%StatesizeStatesizerd0.036828727%StatesizeStatesizerd0.036828727%StatesizeStatesizerd0.0368042468%StatesizeStatesizerd0.03684263208%StatesizeStatesizerd0.036828727%StatesizeStatesizerd0.036828727%StatesizeStatesizerd0.03684263208%StatesizeStatesizerd0.036828727%StatesizeStatesizerd <th>\$ 217,889.12</th> <th></th> <th>0.8816952708%</th> <th>Chicopee</th>	\$ 217,889.12		0.8816952708%	Chicopee
inicipal Allocation of Walmart 6 Annual Payments 8 Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 5 Note: Most of the funds are to be paid in Years 1- 9 Note: Most of the funds are to be paid in Years 1- 9 Note: Most of the funds 9 Note: Most of the			0.0168042468%	Chesterfield
inicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 6 Annual Payments intement Funds, by Payment are to be paid in Years 1- 3, with smaller payment stetewide municipal 3, with smaller payments to follow in Years 4-6. Annual Payment amounts 5 0.0013396927% 0.0031396927% 5 5 0.00526144568% 0.00526144568% 5 5 0.00303379405% 0.0066765922% 5 5 0.00303373405% 0.00313583181% 5 5 0.0015830626% 0.0015830636% 5 5 0.0031359037405% 0.0015833181% 5 5 0.0015830626% 0.0015830626% 5 5			0.0096828727%	Chester
Inicipal Allocation of Walmart Ganual Payments			0.0015830626%	Cheshire
nicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments atement Funds, by Payment 8 Annual Payments 8 Annual Payments settlement Funds, by Payment 9 Annual Payments 9 Annual Payments 0.001396937% 9 Annual Payment Annual Payment amounts 9 Annual Payment			0.5236031155%	Chelsea
Inicipal Allocation of Walmart Fit Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Note: Most of the funds are to be paid in Years 1- 3, with smaller payment amounts will be determined by statewide municipal \$ Image: Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payment amounts will be determined by statewide municipal \$ Image: Starting ~ July 2023) Starting ~ July 2023) \$ Image: Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 			0.3162632088%	Chelmsford
Inicipal Allocation of Walmart Figure Section			0.1685335181%	Chatham
Inicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 6 Annual Payments batement Funds, by Payment Note: Most of the funds Note: Most of the funds It Annual Payments 9 0.0031396337% 0.0031396337% 0.0031396337% 9 9 0.005765925% 0.0006765925% 9 9			0.0305379405%	Charlton
unicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 6 Annual Payments batement Funds, by Payment Note: Most of the funds Note: Most of the funds 3, with smaller spants 5 statement Funds, by Payment Settlement Ex. G Allocation Note: Most of the funds 3, with smaller spants 5 statewide municipal Settlement Ex. G Allocation Instrument amounts 5 statewide municipal 0.0031396937% S 5 statewide municipal 4.3053779748% S 5 statewide S.20199148662% S 5 statewide S.20199148666% S 5 statewide S.2179547901% S 5			0.0066765925%	Charlemont
Inicipal Allocation of Walmart 6 Annual Payments batement Funds, by Payment 8 Annual Payments statement Funds, by Payment 8 Annual Payments 0.0021010000000000000000000000000000000			0.2179547901%	Carver
Inicipal Allocation of Walmart 6 Annual Payments batement Funds, by Payment 8 Annual Payments settlement Funds, by Payment 9 Annual Payment settlement Funds 9 Annual Payment settlement Ex. G Allocation 9 Annual Payment settlement Ex. G Allocation 9 Annual Payment amounts will be determined by 9 Annual Payment amounts settlement Ex. G Allocation			0.0526144568%	Carlisle
Inicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 6 Annual Payments batement Funds, by Payment Note: Most of the funds are to be paid in Years 1- 3, with smaller payments 3, with smaller payments \$ Settlement Ex. G Allocation 0.8244968622% 0.0031396937% \$ \$ \$ 0.3034752912% 0.3034752912% 1 4.3053779748% \$ \$ \$			0.2909840866%	Canton
unicipal Allocation of Walmart Fanual Payments Starting ~ July 2023) batement Funds, by Payment Note: Most of the funds are to be paid in Years 1- s, with smaller payment amounts Starting ~ July 2023) Note: Most of the funds settlement Ex. G Allocation Settlement Ex. G Allocation Annual payment amounts will be determined by statewide municipal S 0.0031396937% 0.3034752912% S			4.3053779748%	Cambridge
unicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 5 Annual Payment 5 An			0.3034752912%	Burlington
unicipal Allocation of Walmart 6 Annual Payments 6 Annual Payments 5 Annual Payments batement Funds, by Payment Note: Most of the funds are to be paid in Years 1- 3, with smaller payments settlement Ex. G Allocation Settlement Ex. G Allocation participation rate. \$ 3			0.0031396937%	Buckland
# Annual Payments Tot 6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.			0.8244968622%	Brookline
	Tot	# Annual Payments 6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.	Settlement Ex. G Allocation	Municipal Allocation of Walmart Abatement Funds, by Payment

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments	\$ 24,712,519.70
		to follow in Years 4-6. Annual payment amounts	
		will be determined by	
	Settlement Ex. G Allocation	participation rate.	
Chilmark	0.0062328576%		\$ 1,540.30
Clarksburg	0.0303920178%		\$ 7,510.63
Clinton	0.2371744557%		\$ 58,611.78
Cohasset	0.1430861241%		\$ 35,360.19
Colrain	0.0016018525%		\$ 395.86
Concord	0.1749597704%		\$ 43,236.97
Солwау	0.0354590115%		\$ 8,762.82
Cummington	0.0009757143%		\$ 241.12
Dalton	0.0123034626%		\$ 3,040.50
Danvers	0.4037368656%		\$ 99,773.55
Dartmouth	0.5505881937%		\$ 136,064.22
Dedham	0.3188835370%		\$ 78,804.16
Deerfield	0.0872700035%		\$ 21,566.62
Dennis	0.0970183530%		\$ 23,975.68
Dighton	0.0228752705%		\$ 5,653.06
Douglas	0.1659192613%		\$ 41,002.83

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by	
	Settlement Ex. G Allocation	participation rate.	
Dover	0.0683428114%		\$ 16,889.23
Dracut	0.2045887296%		\$ 50,559.03
Dudley	0.0179390734%		\$ 4,433.20
Dukes County	0.0054256244%		\$ 1,340.81
Dunstable	0.0041607864%		\$ 1,028.24
Duxbury	0.3742011756%		\$ 92,474.54
East Bridgewater	0.2308047825%		\$ 57,037.68
East Brookfield	0.0052365739%		\$ 1,294.09
East Longmeadow	0.2715713403%		\$ 67,112.12
Eastham	0.0786916528%		\$ 19,446.69
Easthampton	0.2670463228%		\$ 65,993.88
Easton	0.5676857515%		\$ 140,289.45
Edgartown	0.0809809332%		\$ 20,012.43
Egremont	0.0050750540%		\$ 1,254.17
Erving	0.0513752128%		\$ 12,696.11
Essex	0.0113333487%		\$ 2,800.76

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts	\$ 24,712,519.70
		statewide municipal	
Everett	0.4368228534%		\$ 107,949.93
Fairhaven	0.3265362625%		\$ 80,695.34
Fall River	2.1055901006%		\$ 520,344.37
Falmouth	0.6632841320%		\$ 163,914.22
Fitchburg	0.6913634212%		\$ 170,853.32
Florida	0.0170875086%		\$ 4,222.75
Foxborough	0.2588100112%		\$ 63,958.47
Framingham	0.6902310022%		\$ 170,573.47
Franklin	0.4506715894%		\$ 111,372.31
Freetown	0.0347111837%		\$ 8,578.01
Gardner	0.3080580392%		\$ 76,128.90
Georgetown	0.1361143365%		\$ 33,637.28
Gill	0.0032293514%		\$ 798.05
Gloucester	0.4219402015%		\$ 104,272.06
Goshen	0.0020598761%		\$ 509.05
Gosnold	0.0011645031%		\$ 287.78

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		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments	\$ 24,712,519.70
		Annual payment amounts	
		will be determined by	
		statewide municipal	
Grafton	0.2787903277%		\$ 68,896.11
Granby	0.1421420753%		\$ 35,126.89
Granville	0.0205788719%		\$ 5,085.56
Great Barrington	0.0238735954%		\$ 5,899.77
Greenfield	0.4522917084%		\$ 111,772.68
Groton	0.0112861907%		\$ 2,789.10
Groveland	0.0109548289%		\$ 2,707.21
Hadley	0.1036658447%		\$ 25,618.44
Halifax	0.0744074497%		\$ 18,387.96
Hamilton	0.0148754814%		\$ 3,676.11
Hampden	0.0086441416%		\$ 2,136.19
Hancock	0.0080083205%		\$ 1,979.06
Hanover	0.2979987927%		\$ 73,643.01
Hanson	0.0306151413%		\$ 7,565.77
Hardwick	0.0046489576%		\$ 1,148.87
Harvard	0.1646144358%		\$ 40,680.37

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by	
	Cattlement Fy G Allocation	statewide municipal	
Harwich	0.2864309104%		\$ 70,784.30
Hatfield	0.0627393895%		\$ 15,504.48
Haverhill	0.8142937865%		\$ 201,232.51
Hawley	0.0002691301%		\$ 66.51
Heath	0.0011790011%		\$ 291.36
Hingham	0.4828724626%		\$ 119,329.95
Hinsdale	0.0037015067%		\$ 914.74
Holbrook	0.1222501079%		\$ 30,211.08
Holden	0.0343745879%		\$ 8,494.83
Holland	0.0238040885%		\$ 5,882.59
Holliston	0.1672190621%		\$ 41,324.04
Holyoke	0.9664659552%		\$ 238,838.09
Hopedale	0.1372305825%		\$ 33,913.13
Hopkinton	0.2027514537%		\$ 50,104.99
Hubbardston	0.0076647112%		\$ 1,894.14
Hudson	0.1994512345%		\$ 49,289.43

\$ 14,215.84 \$ 364,728.07 \$ 37,538.77 \$ 47,603.51 \$ 39,773.84 \$ 195,291.45 \$ 9,769.90 \$ 125,809.57 \$ 125,809.57		0.0395342227% 0.5090924410% 0.0007689206%	Leyden
1 1 2		0.0395342227% 0.5090924410%	C
1. 3		0.0395342227%	Lexington
14		0.79233070670	Leverett
ω		0.7902530708%	Leominster
ω		0.1609461124%	Lenox
ω		0.1926291380%	Leicester
ω		0.1519018348%	Lee
		1.4758837913%	Lawrence
		0.0575248505%	Lanesborough
\$ 2,882.86		0.0116656002%	Lancaster
\$ 4,997.56		0.0202228058%	Lakeville
\$ 33,840.79		0.1369378473%	Kingston
\$ 51,393.04		0.2079635850%	lpswich
\$ 656.40		0.0026561285%	Huntington
\$ 48,309.05		0.1954841045%	Hull
Total Payments \$ 24,712,519.70	# Annual Payments 6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.	Settlement Ex. G Allocation	Municipal Allocation of Walmart Abatement Funds, by Payment

Municipal Allocation of Walmart				
Municipal Allocation of Walmart		# Annual Payments	Tota	Total Payments
Municipal Allocation of Walmart		6 Annual Payments (Starting ~ July 2023)		
Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1-	\$ 2	24.712.519.70
		3, with smaller payments to follow in Years 4-6. Annual payment amounts		
		will be determined by		
Settlement	Settlement Ex. G Allocation	participation rate.		
Littleton 0.1043597104%	104%		Ş	25,789.91
Longmeadow 0.2992108201%	201%		¢	73,942.53
Lowell 1.0242474790%	790%		Ş	253,117.36
Ludlow 0.3042665608%	608%		Ş	75,191.93
Lunenburg 0.1916440550%	1550%		\$	47,360.07
Lynn 1.5917595154%	154%		Ş	393,363.88
Lynnfield 0.2333154069%	069%		Ş	57,658.12
Malden 0.4659742140%	140%		ŝ	115,153.97
Manchester-By-The-Sea 0.0201100664%	664%		ŝ	4,969.70
Mansfield 0.6816694002%	002%		Ş	168,457.68
Marblehead 0.3485912672%	672%		Ş	86,145.69
Marion 0.0698025620%	620%		Ş	17,249.97
Marlborough 0.3668295136%	136%		Ş	90,652.82
Marshfield 0.4930551259%	259%		Ş	121,846.35
Mashpee 0.3459150927%	927%		ŝ	85,484.34
Mattapoisett 0.0843720139%	139%		ŝ	20,850.45

The below figures are estimates that are subject to reduction and acceleration under certain conditions. Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

וווב הבוסא וו9מובי מוב בזוווומנכז ווומי מוב זאחלבני וס ובמתניוטון מוות מריבובומווטון מוותבן רבו ומוון רטוומווטווז		ממוסוו מוומבו כבו נמווו כטומונוסווז:	
		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by statewide municipal	
Maynard	0.1014940666%		\$ 25,081.74
Medfield	0.2083772770%		\$ 51,495.28
Medford	0.3972200658%		\$ 98,163.09
Medway	0.1940731867%		\$ 47,960.37
Melrose	0.2296395466%		\$ 56,749.72
Mendon	0.0164096065%		\$ 4,055.23
Merrimac	0.0100336001%		\$ 2,479.56
Methuen	0.7149217230%		\$ 176,675.17
Middleborough	0.3933419654%		\$ 97,204.71
Middlefield	0.0003252381%		\$ 80.37
Middleton	0.0917093411%		\$ 22,663.69
Milford	0.5323916620%		\$ 131,567.39
Millbury	0.2332340712%		\$ 57,638.02
Millis	0.0999797258%		\$ 24,707.51
Millville	0.0062130209%		\$ 1,535.39
Milton	0.3520463069%		\$ 86,999.51

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by statewide municipal	
Monroe	O DOD1035333%	participation rate.	¢ 26.21
Monson	0.1266258006%		31,2
Montague	0.0291412591%		\$ 7,201.54
Monterey	0.0042137017%		\$ 1,041.31
Montgomery	0.0002324400%		\$ 57.44
Mt Washington	0.0001746048%		\$ 43.15
Nahant	0.0355497159%		\$ 8,785.23
Nantucket	0.1102324194%		\$ 27,241.21
Natick	0.3421702489%		\$ 84,558.89
Needham	0.4914063771%		\$ 121,438.90
New Ashford	0.0002677169%		\$ 66.16
New Bedford	2.3617391681%		\$ 583,645.26
New Braintree	0.0013480056%		\$ 333.13
New Marlborough	0.0032940955%		\$ 814.05
New Salem	0.0024476600%		\$ 604.88
Newbury	0.0135400372%		\$ 3,346.08

The below figures are estimates that are subject to reduction and acceleration under certain conditions. Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* *The below figures are estimates that are subject to reduction and acceleration under certain condition:
# Annual Payments	; Subdivisions, By Payment* ration under certain conditions

\$ 84,326.10		0.3412282413%	Norwood
\$ 68,054.69		0.2753854817%	Norwell
\$ 112,783.84		0.4563834066%	Norton
\$ 3,781.28		0.0153010544%	Northfield
\$ 69,767.39		0.2823159735%	Northbridge
\$ 59,869.57		0.2422641125%	Northborough
\$ 133,587.22		0.5405649568%	Northampton
\$ 41,127.34		0.1664230820%	North Reading
\$ 17,267.28		0.0698725924%	North Brookfield
\$ 157,417.74		0.6369959028%	North Attleborough
\$ 111,077.17		0.4494773051%	North Andover
\$ 84,731.20		0.3428675166%	North Adams
\$ 22,067.99		0.0892988423%	Norfolk County
\$ 13,913.59		0.0563017795%	Norfolk
\$ 249,321.29		1.0088865481%	Newton
\$ 71,808.37		0.2905748435%	Newburyport
Total Payments \$ 24,712,519.70	# Annual Payments 6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.	Settlement Ex. G Allocation	Municipal Allocation of Walmart Abatement Funds, by Payment

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment* *The below figures are estimates that are subject to reduction and acceleration under certain conditions.

			-	
		# Annual Payments	10	Total Payments
		6 Annual Payments (Starting ~ July 2023)		
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments	Ś	24,712,519.70
		Annual payment amounts will be determined by		
	Settlement Fx: G Allocation	statewide municipal		
Oak Bluffs (0.0769116887%		Ş	19,006.82
Oakham	0.0026269230%		\$	649.18
Orange	0.1376712816%		Ş	34,022.04
Orleans	0.0935051641%		Ş	23,107.48
Otis	0.0035269019%		Ş	871.59
Oxford	0.2336229019%		Ş	57,734.11
Palmer	0.1621757259%		Ş	40,077.71
Paxton	0.0115100470%		Ş	2,844.42
Peabody	0.7162928627%		Ş	177,014.01
Pelham	0.0235476246%		Ş	5,819.21
Pembroke	0.3388218249%		Ş	83,731.41
Pepperell	0.0102363113%		Ş	2,529.65
Peru	0.0011523603%		Ş	284.78
Petersham	0.0159775433%		Ş	3,948.45
Phillipston	0.0039835646%		\$	984.44
Pittsfield	1.1541979937%		Ş	285,231.41

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by	
	Settlement Ex. G Allocation	participation rate.	
Plainfield	0.0004986914%		\$ 123.24
Plainville	0.0738004154%		\$ 18,237.94
Plymouth	1.0727134492%		\$ 265,094.52
Plymouth County	0.0008974666%		\$ 221.79
Plympton	0.0311939123%		\$ 7,708.80
Princeton	0.0094015998%		\$ 2,323.37
Provincetown	0.0895015011%		\$ 22,118.08
Quincy	1.0277365393%		\$ 253,979.59
Randolph	0.3517891103%		\$ 86,935.95
Raynham	0.0739771661%		\$ 18,281.62
Reading	0.2463903024%		\$ 60,889.25
Rehoboth	0.0342848256%		\$ 8,472.64
Revere	0.5754964378%		\$ 142,219.67
Richmond	0.0346755405%		\$ 8,569.20
Rochester	0.0656757963%		\$ 16,230.14
Rockland	0.3048431858%		\$ 75,334.43

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments	\$ 24,712,519.70
		Annual payment amounts will be determined by statewide municipal	
Rockport	Settlement Ex. G Allocation 0.1188536886%	participation rate.	\$ 29.371.74
Rowe	0.0242459391%		\$ 5,991.78
Rowley	0.0134543050%		\$ 3,324.90
Royalston	0.0020739031%		\$
Russell	0.0012348998%		\$ 305.17
Rutland	0.0122272562%		\$ 3,021.66
Salem	0.6254547137%		\$ 154,565.62
Salisbury	0.0319290215%		\$ 7,890.47
Sandisfield	0.0020719142%		\$ 512.02
Sandwich	0.4944903815%		\$ 122,201.03
Saugus	0.3330802265%		\$ 82,312.52
Savoy	0.0103246605%		\$ 2,551.48
Scituate	0.3938536371%		\$ 97,331.16
Seekonk	0.3325159013%		\$ 82,173.06
Sharon	0.3157804286%		\$ 78,037.30
Sheffield	0.0066580643%		\$ 1,645.38

		# Annual Payments	Total Payments
Municipal Allocation of Walmart Abatement Funds, by Payment		6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6	\$ 24,712,519.70
		Annual payment amounts will be determined by statewide municipal	
Shelburne	0.0145706034%	participation rate.	\$ 3,600.76
Sherborn	0.0361347676%		\$ 8,929.81
Shirley	0.0049654026%		\$ 1,227.08
Shrewsbury	0.6471205738%		\$ 159,919.80
Shutesbury	0.0358178516%		\$ 8,851.49
Somerset	0.2943717652%		\$ 72,746.68
Somerville	0.5538327759%		\$ 136,866.03
South Hadley	0.3289508962%		\$ 81,292.06
Southampton	0.0773861993%		\$ 19,124.08
Southborough	0.2173688486%		\$ 53,717.32
Southbridge	0.2906114812%		\$ 71,817.42
Southwick	0.0165255910%		\$ 4,083.89
Spencer	0.0203153945%		\$ 5,020.45
Springfield	3.4410224370%		\$ 850,363.35
Sterling	0.0196759620%		\$ 4,862.43
Stockbridge	0.0092305018%		\$ 2,281.09

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
Municipal Allocation of Walmart Abatement Funds, by Payment		Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6.	\$ 24,712,519.70
		Annual payment amounts will be determined by statewide municipal	
Stoneham	Settlement Ex. G Allocation 0.1669780908%	participation rate.	\$ 41,264.49
Stoughton	0.3118943726%		\$ 77,076.96
Stow	0.0087733680%		\$ 2,168.12
Sturbridge	0.1235688557%		\$ 30,536.98
Sudbury	0.1950193814%		\$ 48,194.20
Sunderland	0.0394445127%		\$ 9,747.73
Sutton	0.1720631416%		\$ 42,521.14
Swampscott	0.2802270489%		\$ 69,251.16
Swansea	0.3127370397%		\$ 77,285.20
Taunton	1.3156698571%		\$ 325,135.17
Templeton	0.0167725290%		\$ 4,144.91
Tewksbury	0.2526508477%		\$ 62,436.39
Tisbury	0.0665566713%		\$ 16,447.83
Tolland	0.0005593530%		\$ 138.23
Topsfield	0.0713350646%		\$ 17,628.69
Townsend	0.0093843801%		\$ 2,319.12

Municipal Allocation of Walmart Abatement Funds, by Payment 6 Annual Payments (starting "Luly 2023) 6 Annual Payments (starting "Luly 2023) 8 Annual					
Municipal Allocation of Walmart Abatement Funds, by Payment settlement Ex. G Allocation Ganual Payments (starting "July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payment amounts to follow in Years 4-6. Annual payment amounts are to be paid in Years 1- 3, with smaller payment amounts to follow in Years 4-6. S Imam 0.0604250384% 0.001280329% 0.001280329% 5 5 Imam 0.001161346935% 0.0012803829% 0.0012803829% 5 5 Imam 0.0011011442% 0.00131017442% 5 5 5 Imam 0.0113013414930% 0.013101344930% 5 5 5 Imam 0.035286439% 0.01390337% 5 5 5 Imam 0.0353588439% 0.0014760430% 5 5 5 Imam 0.0353588439% 0.0014760430% 5 5 5 5 Imam 0.0353588439% 0.0014760430% 5 5 5 5 Imam 0.0353588439% 0.0014760430% 5 5 5 5 Imam 0.035397057% <th></th> <th></th> <th># Annual Payments</th> <th>Tota</th> <th>al Payments</th>			# Annual Payments	Tota	al Payments
Municipal Allocation of Walmart Abatement Funds, by Payment Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 1- 3, with smaller payments Annual payment stop paid in Years 1- 3, with smaller payments to follow in Years 1- 0, 00004250384% Annual payment amounts be determined by statewide municipal participation rate. S nam 0.0012803829% 0.0012803829% 0.0012803829% 5 jeld 0.0211017412% 0.00147604390% 0.0139144930% 5 le 0.0147604390% 0.013921805761% 5 5 am 0.013921671985% 0.01393588439% 5 5 am 0.0179304373% 0.0004074112% 5 5 am 0.00140704112% 0.0004074112% 5 5 am 0.001407390% 0.0014074112% 5 5 am 0.0014074112% 0.0004074112% 5 5 am 0.02147389946% 0.02147389946% 5 5			6 Annual Payments (Starting ~ July 2023)		
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	Wayland	0.2147389946%		Ş	53,067.42

The below figures are estimates that are subject to reduction and acceleration under certain conditions.	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

\$ 1,462.78 \$ 2,149.53 \$ 114,359.52 \$ 701.87 \$ 2,451.07 \$ 125,301.97 \$ 161,579.98 \$ 72,653.89		0.2939962811%	Westford
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11		0.6538385669%	Westfield
11		0.5070384269%	Westborough
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11		0.0028401544%	West Stockbridge
		0.4627594653%	West Springfield
		0.0086981560%	West Newbury
		0.0059191866%	West Brookfield
\$ 36,268.07		0.1467598909%	West Bridgewater
\$ 30,216.66		0.1222726663%	West Boylston
\$ 2,770.75		0.0112119209%	Wenham
\$ 259.68		0.0010508215%	Wendell
\$ 16,503.23		0.0667808417%	Wellfleet
\$ 118,903.89		0.4811483972%	Wellesley
\$ 59,457.42		0.2405963644%	Webster
Total Payments \$ 24,712,519.70	# Annual Payments 6 Annual Payments (Starting ~ July 2023) Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.	Settlement Ex. G Allocation	Municipal Allocation of Walmart Abatement Funds, by Payment

		# Annual Payments	Total Payments
		6 Annual Payments (Starting ~ July 2023)	
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Weston	0.2254658323%		5
Westport	0.2811335179%		\$ 69,475.18
Westwood	0.2903783084%		\$ 71,759.80
Weymouth	0.5656639786%		\$ 139,789.82
Whately	0.0314223222%		\$ 7,765.25
Whitman	0.0448742719%		\$ 11,089.56
Wilbraham	0.0313150261%		\$ 7,738.73
Williamsburg	0.0343998679%		\$ 8,501.07
Williamstown	0.0783021941%		\$ 19,350.45
Wilmington	0.2467559990%		\$ 60,979.62
Winchendon	0.1830720373%		\$ 45,241.71
Winchester	0.2570095300%		\$ 63,513.53
Windsor	0.0005238144%		\$ 129.45
Winthrop	0.1505890537%		\$ 37,214.35

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The below figures are estimates that are subject to reduction and acceleration under certain conditions. Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

# Annual Payments Total Payments 6 Annual Payments (Starting ~ July 2023)	\$ 24,712,519.70 \$ 937,333.60 \$ 372.41 \$ 23,768.35 \$ 32,333.66	Note: Most of the funds are to be paid in Years 1- 3, with smaller payments to follow in Years 4-6. Annual payment amounts will be determined by statewide municipal participation rate.	Settlement Ex. G Allocation 3.7929503518% 0.0015069609% 0.0961794021% 0.1308391883%	Municipal Allocation of Walmart Abatement Funds, by Payment Worcester Worthington Wrentham Yarmouth
		6 Annual Payments (Starting ~ July 2023)		
	Total Pa	# Annual Payments		

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment*

RECEINED MARTED CHARTED CITY CLERK'S OFFICE City of Gardner - Executive Department



Mayor Michael J. Nicholson

February 22, 2023

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

RE: Notification regarding the Status of Opioid Manufacturer Settlement Funds

Dear Madam President and Councilors,

As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers and Johnson and Johnson as an opioid distributor.

Gardner is slated to receive \$526,663.18 from this settlement between now and 2038.

To date, the City has received \$136,215.65.

This is much quicker than the initial amount that the City anticipated, due to Johnson and Johnson amending their settlement agreement to distribute the initial four (4) years' of payments upfront.

The Administration will be sending an appropriation request to the City Council so that this can be appropriated in a way that fits into the settlement restrictions for these funds by the end of the fiscal year.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

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Massachusetts State-Subdivision Agreement for Statewide Opioid Settlements

A. Statewide Opioid Settlements. As used herein, the term "Statewide Opioid Settlements" refers to statewide opioid settlements reached by or before January 1, 2026 between the Massachusetts Attorney General and non-bankrupt opioid industry participants, pursuant to which certain Massachusetts political subdivisions ("Massachusetts Subdivisions") are eligible to participate and share in Global Settlement Abatement Funds ("Abatement Funds"), in exchange for releases. For avoidance of doubt, the July 2021 opioid settlements between the Massachusetts Attorney General and opioid distributors McKesson. Cardinal. AmerisourceBergen, and opioid-maker Johnson & Johnson ("Settlements") are Statewide Opioid Settlements. Unless otherwise stated, the capitalized terms herein shall have the same meaning as in the Settlements.

B. <u>Massachusetts Abatement Terms.</u> Abatement Funds shall be used solely to supplement and strengthen, rather than supplant, resources for prevention, harm reduction, treatment, and recovery, in accordance with the purposes and subject to the requirements in the appended Massachusetts Abatement Terms.

C. <u>Allocation of Abatement Funds to Massachusetts Subdivisions.</u> The Massachusetts Subdivisions shall collectively be eligible to receive 40% of each Annual Payment of Abatement Funds that come into the state, <u>allocated among them in the percentages reflected in the Settlements</u>, so long as they timely submit <u>Subdivision Settlement Participation Forms</u> in the form attached to the Statewide Opioid Settlements. Participating Subdivisions may elect to share or pool the funds they receive and collaborate on abatement efforts. Participating Subdivisions may also elect to reallocate to the statewide Opioid Settlement with timely notice to the Settlement Administrator.

D. <u>Allocation of Abatement Funds to Statewide Opioid Recovery and Remediation</u> <u>Fund.</u> The statewide <u>Opioid Recovery and Remediation Fund</u> ("ORRF") shall receive 60% of each Annual Payment of Abatement Funds as well as: (a) amounts voluntarily reallocated to it by Participating Subdivisions; (b) amounts allocated to Subdivisions that are Non-Participating Subdivisions as of a Payment Date; and (c) any other Abatement Funds not paid out pursuant to Section C. The ORRF is a Statutory Trust, as that term is defined in the Settlements, established by the legislature in 2021 to expand access to opioid use disorder, prevention, intervention, treatment and recovery options throughout Massachusetts. The ORRF is administered by the Executive Office of Health and Human Services in consultation with a <u>20-member state- and</u> <u>municipal-appointed advisory council</u> with expertise and experience with opioid use disorder.¹

E. <u>Consent Judgments.</u> This Agreement will be appended to proposed Consent Judgments filed in the Massachusetts Superior Court, in an action or actions filed by the Attorney General, consistent with the Statewide Opioid Settlements and any related legislation. In the event of a

¹ Current appointees include nonprofit leaders, physicians, professors, and public officials from Amherst, Boston, Brockton, Falmouth, Framingham, Lynn, New Bedford, Pittsfield, Springfield, and Worcester. The advisory council holds public meetings every quarter about priorities for addressing the opioid epidemic in Massachusetts.

conflict between this Agreement and the Statewide Opioid Settlements, the Statewide Opioid Settlements will govern.

F. <u>State-Subdivision Agreement.</u> This Agreement is a State-Subdivision Agreement as forth in <u>Exhibit O</u> to the Settlements and shall take effect subject to the approval requirements therein.

G. <u>Authority.</u> The undersigned officials understand and agree to be bound by this Agreement and represent that their execution of this Agreement is voluntary and authorized.

H. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

THE COMMONWEALTH OF MASSACHUSETTS	Name of Participating Subdivision:
MAURA HEALEY ATTORNEY GENERAL	Signature: Machan A Facher
	Name of Signer: Michael J Niche Ison
NH.	Title: Mayor
Office of the Attorney General	Address:
One Ashburton Place	95 Pleasant St
Boston, MA 02108	Gardner, MA 01440
	Phone Number: 978-630 - 1495
	Email: Mayor @ Grandner - MM. Sar
Date: March 4, 2022	Date: 2/22/23

MASSACHUSETTS ABATEMENT TERMS

I. STATEWIDE COMMITMENT TO ABATEMENT

The Commonwealth and its municipalities have a shared commitment to using abatement funds recovered from statewide opioid settlements to supplement and strengthen resources available to Massachusetts communities and families for substance use disorder prevention, harm reduction, treatment, and recovery in a matter that:

- reflects the input of our communities, of people who have personal experience with the opioid crisis, of experts in treatment and prevention, and of staff and organizations that are carrying out the abatement work;
- addresses disparities in existing services and outcomes and improves equity and the health of individuals and communities disadvantaged by race, wealth, and stigma, including through efforts to increase diversity among service providers;
- addresses mental health conditions, substance use disorders, and other behavior health needs that occur together with opioid use disorder ("OUD");
- leverages programs and services already reimbursed by state agencies and programs, including direct care reimbursed by MassHealth and the state's Bureau of Substance Addiction Services ("BSAS"); and
- encourages innovation, fills gaps and fixes shortcomings of existing approaches; supplements rather than supplants resources for prevention, harm reduction, treatment, and recovery; includes evidence-based, evidence-informed, and promising programs; and takes advantage of the flexibility that is allowed for these funds.²

This document sets forth: how abatement funds from these settlements must be used by the state and its municipalities (Sections II and III); how the state will support municipal abatement initiatives (Section IV); and state and municipal reporting requirements (Section V).

II. <u>STATE USE OF ABATEMENT FUNDS</u>

Abatement funds directed to the state shall be deposited into the <u>statewide Opioid</u> <u>Recovery and Remediation Fund</u> to supplement prevention, harm reduction, treatment, and recovery programs throughout Massachusetts. The Fund is overseen by the Commonwealth's Executive Office of Health and Human Services ("EOHHS") together with a <u>Council comprised</u> <u>of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state</u>

² In this document, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity. References to persons with opioid use disorder are intended in a broad practical manner to address the public health crisis, rather than to require a clinical diagnosis, and they include, for example, persons who have suffered an opioid overdose. It is also understood that OUD is often accompanied by co-occurring substance use disorder or mental health conditions, and it is intended that the strategies in this document will support persons with OUD and any co-occurring SUD and mental health conditions.

<u>appointees</u> qualified by experience and expertise regarding opioid use disorder. Appointees serve for two years. The Council holds public meetings every quarter to identify priorities for addressing the opioid epidemic in Massachusetts.

III. <u>MUNICIPAL USE OF ABATEMENT FUNDS</u>

Abatement funds allocated to municipalities shall be used to implement the strategies set forth below. Municipalities are encouraged to pool abatement funds to increase their impact, including by utilizing the <u>Office of Local and Regional Health's Shared Service infrastructure</u>. Municipal abatement funds shall not be used to fund care reimbursed by the state, including through MassHealth and BSAS, although local or area agencies or programs that provide statereimbursed services can be supported financially in other ways that help meet the needs of their participants.

1. Opioid Use Disorder Treatment

Support and promote treatment of persons with OUD, including through programs or strategies that:

- a. Expand mobile intervention, treatment, telehealth treatment, and recovery services offered by qualified providers, including peer recovery coaches.
- b. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
- c. Make capital expenditures to rehabilitate and expand facilities that offer treatment for OUD, in partnership with treatment providers.
- d. Treat trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

2. Support People In Treatment And Recovery

Support and promote programs or strategies that:

- a. Provide comprehensive wrap-around services to individuals with OUD, including job placement, job training, or childcare.
- b. Provide access to housing for people with OUD, including supportive housing, recovery housing, housing, rent, move-in deposits, and utilities assistance programs, training for housing providers, or recovery housing programs that integrate FDA-approved medication with other support services.
- c. Rehabilitate properties appropriate for low-threshold and recovery housing, including in partnership with DHCD-funded agencies and OUD-specialized organizations.
- d. Provide peer support specialists that support people in accessing OUD treatment, traumainformed counseling and recovery support, harm reduction services, primary healthcare,

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or other services, including support for long-term recovery encompassing relapse, treatment, and continued recovery.

- e. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD.
- f. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD.
- g. Provide transportation to treatment or recovery services for persons with OUD.
- h. Provide employment training or educational services for persons with OUD, such as job training, job placement, interview coaching, community college or vocational school courses, transportation to these activities, or similar supports.
- i. Increase the number and capacity of high-quality recovery programs to help people in recovery.
- j. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- k. Support programs for recovery in schools and/or standalone recovery high schools.
- 1. Support bereaved families and frontline care providers.

3. Connections To Care

Provide connections to care for people who have, or are at risk of developing, OUD through programs or strategies that:

- a. Support the work of Emergency Medical Systems, including peer support specialists and post-overdose response teams, to connect individuals to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services following an opioid overdose or other opioid-related adverse event.
- b. Support school-based services related to OUD, such as school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people. This should include alternatives to suspension or interaction with school resource officers such as restorative justice approaches.
- c. Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

d. Include Fire Department partnerships such as Safe Stations.³

4. Harm Reduction

Support efforts to prevent overdose deaths or other opioid-related harms through strategies that:

- a. Increase availability of naloxone and other drugs that treat overdoses for first responders,⁴ overdose patients, individuals with OUD and their friends and family, schools, community-based organizations, community navigators and outreach workers, persons being released from jail or prison, or the public.
- b. Provide training and education regarding naloxone and other drugs that treat overdoses.
- c. "Naloxone Plus" strategies to ensure that individuals who receive naloxone to reverse an overdose are linked to treatment programs or other appropriate services.
- d. Approve and fund syringe service programs and other programs to reduce harms associated with drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, syringe collection and disposal, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- e. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, primary and behavioral health care, recovery support, or other appropriate services to persons with OUD.
- f. Promote efforts to train health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD in crisis training and harm reduction strategies.
- g. Active outreach strategies such as the Drug Abuse Response Team model or the Post Overdose Support Team model.
- h. Provide outreach and services for people who use drugs and are not yet in treatment, including services that build relationships with and support for people with OUD.

5. Address The Needs Of Criminal-Justice-Involved Persons

Support diversion and deflection programs and strategies for criminal-justice-involved persons with OUD, including:

a. Programs, that connect individuals involved in the criminal justice system and upon release from jail or prison to OUD harm reduction services, treatment, recovery support, primary healthcare, prevention, legal support, or other supports, or that provide these

³ Safe Stations currently operate in Fall River and Revere. *See, e.g.*, <u>https://www.mma.org/fall-river-fire-stations-become-safe-stations-for-people-seeking-addiction-treatment/</u>.

⁴ Municipalities can purchase discounted naloxone kits from the State Office of Pharmacy Services. *See* <u>https://www.mass.gov/service-details/bulk-purchasing-of-naloxone</u>.

services.

- b. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater OUD expertise.
- c. Public safety-led diversion strategies such as the Law Enforcement Assisted Diversion model.
- d. Participate in membership organizations such as the Police Assisted Addiction Recovery Initiative for training and networking and utilize law enforcement training opportunities such as the Safety and Health Integration in the Enforcement of Laws on Drugs (SHIELD) model.⁵

6. Support Pregnant Or Parenting Women And Their Families, Including Babies With Neonatal Abstinence Syndrome

Support pregnant or parenting women with OUD and their families, including babies with neonatal abstinence syndrome, through programs or strategies that provide family supports or childcare services for parents with OUD, including supporting programs such as:

- a. FIRST Steps Together, a home visiting program for parents in recovery that currently has seven sites serving cities and towns across the state;
- b. Pregnant/post-partum and family residential treatment programs, including and in addition to the eight family residential treatment programs currently funded by DPH; and
- c. the Moms Do Care recovery support program that has grown from two to ten programs in the state.

7. Prevent Misuse Of Opioids And Implement Prevention Education

Support efforts to prevent misuse of opioids through strategies that:

- a. Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth. These strategies can be found at a number of existing evidence-based registries such as Blueprints for Health Youth Development (https://www.blueprintsprograms.org/).
- b. Support community coalitions in developing and implementing a comprehensive strategic plan for substance misuse prevention. There are a number of evidence based models for strategic planning to consider including but not limited to the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf) and Communities That Care developed by the University of Washington (https://www.communitiesthatcare.net/programs/ctc-plus/).
- c. Engage a robust multi-sector coalition of stakeholders in both the development and implementation of the above stated strategic plan (https://www.prevention-

⁵ See https://paariusa.org

first.org/centers/center-for-community-engagement/about-this-center/).

- d. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD.
- e. Support greater access to mental health services and supports for young people, including services provided in school and in the community to address mental health needs in young people that (when not addressed) increase the risk of opioid or another drug misuse.
- f. Initiate, enhance, and sustain local youth health assessment through the implementation of a validated survey tool to develop localized strategic plans that will inform the best ways to institute or enhance strategies to reduce and prevent youth substance misuse, including mental health services and supports for young people, intervention services for families, and youth-focused programs, policies, and practices that have demonstrated effectiveness in reducing and preventing drug misuse.

IV. STATE SUPPORT FOR MUNICIPAL ABATEMENT AND INTER-MUNICIPAL COLLABORATION

EOHHS and the Department of Public Health (DPH), including through its <u>Office of</u> <u>Local and Regional Health</u> (OLRH), will support municipal abatement initiatives by providing strategic guidance to help Massachusetts municipalities select and implement abatement strategies and <u>effectively pool their resources through inter-municipal Shared Service</u> <u>Agreements</u>, as well as other technical assistance. By pooling resources, functions, and expertise, a consortium of cities and towns can expand the public health protections and services they offer residents.

In addition, EOHHS/DPH will collect information regarding municipal abatement and publish an annual report to provide the public with information about the municipal abatement work and to highlight effective strategies, lessons learned, and opportunities for further progress. The support for municipal abatement described in this Section IV will be funded by the state abatement funds described in Section II, above.

V. <u>REPORTING AND RECORD-KEEPING REQUIREMENTS</u>

A. STATE REPORTING. Annually, not later than October 1, the secretary of EOHHS shall file a report on the activity, revenue and expenditures to and from the statewide Opioid Recovery and Remediation Fund in the prior fiscal year with the clerks of the senate and the house of representatives, the house and senate committees on ways and means and the joint committee on mental health, substance use and recovery and made available on the executive office of health and human services' public website. The report shall include, but not be limited to: revenue credited to the fund; expenditures attributable to the administrative costs of the executive office; an itemized list of the funds expended from the fund; data and an assessment of how well resources have been directed to vulnerable and under-served communities. EOHHS filed its first Annual Report on October 1, 2021.

B. MUNICIPAL REPORTING. Cities and towns that receive annual abatement distributions of \$35,000⁶ or more, whether individually or pooled through OLRH Shared Service arrangements, will be required to submit annual reports of their Municipal Abatement Fund expenditures in the prior fiscal year to EOHHS, starting in FY2023. The reports shall include, but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Additional reporting-related guidance shall be provided. All municipalities must: maintain, for a period of at least 5 years after funds are received, documents sufficient to reflect that Municipal Abatement Funds were utilized for the Municipal Abatement Strategies listed herein.⁷

⁶ EOHHS retains the right to modify this reporting threshold.

⁷ Nothing in this document reduces obligations under public records law.

Gardner	Distributor Payment Year 1	\$22,498.64	7/15/2022
Gardner	Distributor Payment Year 2	\$23,644.97	9/30/2022
Gardner	Janssen Payment Year 1	\$8,009.66	11/2/2022
Gardner	Janssen Payment Year 2	\$18,686.70	11/2/2022
Gardner	Janssen Payment Year 3	\$14,956.42	11/2/2022
Gardner	Janssen Payment Year 4	\$22,965	11/2/2022
Gardner	Janssen Payment Year 5	\$25,454.26	11/2/2022
Georgetown	Distributor Payment Year 1	\$9,940.94	7/15/2022
Georgetown	Distributor Payment Year 2	\$10,447.45	9/30/2022
Georgetown	Janssen Payment Year 1	\$3,539.04	11/2/2022
Georgetown	Janssen Payment Year 2	\$8,256.65	11/2/2022
Georgetown	Janssen Payment Year 3	\$6,608.44	11/2/2022
Georgetown	Janssen Payment Year 4	\$10,147	11/2/2022
Georgetown	Janssen Payment Year 5	\$11,246.87	11/2/2022
Gill	Distributor Payment Year 1	\$235.85	7/15/2022
Gill	Distributor Payment Year 2	\$247.87	9/30/2022
Gill	Janssen Payment Year 1	\$83.96	11/2/2022
Gill	Janssen Payment Year 2	\$195.89	11/2/2022
Gill	Janssen Payment Year 3	\$156.79	11/2/2022
Gill	Janssen Payment Year 4	\$240.74	11/2/2022
Gill	Janssen Payment Year 5	\$266.84	11/2/2022
Gloucester	Distributor Payment Year 1	\$30,815.88	7/15/2022
Gloucester	Distributor Payment Year 2	\$32,385.99	9/30/2022
Gloucester	Janssen Payment Year 1	\$10,970.65	11/2/2022
Gloucester	Janssen Payment Year 2	\$25,594.75	11/2/2022
Gloucester	Janssen Payment Year 3	\$20,485.47	11/2/2022
Gloucester	Janssen Payment Year 4	\$31,454.65	11/2/2022
Gloucester	Janssen Payment Year 5	\$34,864.13	11/2/2022
Goshen	Distributor Payment Year 1	\$150.44	7/15/2022
Goshen	Distributor Payment Year 2	\$158.11	9/30/2022
Goshen	Janssen Payment Year 1	\$53.56	11/2/2022
Goshen	Janssen Payment Year 2	\$124.95	11/2/2022
Goshen	Janssen Payment Year 3	\$100.01	11/2/2022
Goshen	Janssen Payment Year 4	\$153.56	11/2/2022
Goshen	Janssen Payment Year 5	\$170.20	11/2/2022
Gosnold	Distributor Payment Year 1	\$85.05	
Gosnold	Distributor Payment Year 2	\$89.38	7/29/2022
Gosnold	Janssen Payment Year 1	\$30.28	9/30/2022
Gosnold	Janssen Payment Year 2	\$70.64	11/2/2022
Gosnold	Janssen Payment Year 3		11/2/2022
Gosnold	Janssen Payment Year 4	\$56.54	11/2/2022
Gosnold	Janssen Payment Year 5	\$86.81	11/2/2022
Grafton	Distributor Payment Year 1	\$96.22	11/2/2022
Grafton	Distributor Payment Year 2	\$20,361.11	8/31/2022
	Distributor rayment Year 2	\$21,398.53	9/30/2022

Grafton	Janssen Payment Year 1	\$20,378.64	11/2/2022
Granby	Distributor Payment Year 1	\$10,381.17	7/15/2022
Granby	Distributor Payment Year 2	\$10,910.10	9/30/2022
Granby	Janssen Payment Year 1	\$3,695.76	11/2/2022
Granby	Janssen Payment Year 2	\$8,622.29	11/2/2022
Granby	Janssen Payment Year 3	\$6,901.09	11/2/2022
Granby	Janssen Payment Year 4	\$10,596.36	11/2/2022
Granby	Janssen Payment Year 5	\$11,744.93	11/2/2022
Granville	Distributor Payment Year 1	\$1,502.95	11/2/2022
Granville	Distributor Payment Year 2	\$1,579.53	11/2/2022
Granville	Janssen Payment Year 1	\$535.06	11/2/2022
Granville	Janssen Payment Year 2	\$1,248.31	11/2/2022
Granville	Janssen Payment Year 3	\$999.12	11/2/2022
Granville	Janssen Payment Year 4	\$1,534.11	11/2/2022
Granville	Janssen Payment Year 5	\$1,700.39	11/2/2022
Great Barrington	Distributor Payment Year 1	\$1,743.58	8/15/2022
Great Barrington	Distributor Payment Year 2	\$1,832.42	9/30/2022
Great Barrington	Janssen Payment Year 1	\$620.73	11/2/2022
Great Barrington	Janssen Payment Year 2	\$1,448.16	11/2/2022
Great Barrington	Janssen Payment Year 3	\$1,159.08	11/2/2022
Great Barrington	Janssen Payment Year 4	\$1,779.72	11/2/2022
Great Barrington	Janssen Payment Year 5	\$1,972.63	11/2/2022
Greenfield	Distributor Payment Year 1	\$33,032.56	7/15/2022
Greenfield	Distributor Payment Year 2	\$34,715.62	
Greenfield	Janssen Payment Year 1	\$11,759.81	<u>9/30/2022</u> 11/2/2022
Greenfield	Janssen Payment Year 2	\$27,435.86	11/2/2022
Greenfield	Janssen Payment Year 3	\$21,959.05	
Greenfield	Janssen Payment Year 4	\$33,717.28	11/2/2022
Greenfield	Janssen Payment Year 5	\$37,372.02	11/2/2022
Groton	Distributor Payment Year 1	\$824.27	<u>11/2/2022</u> 8/15/2022
Groton	Distributor Payment Year 2	\$866.27	
Groton	Janssen Payment Year 1	\$293.45	9/30/2022
Groton	Janssen Payment Year 2	\$684.62	11/2/2022
Groton	Janssen Payment Year 3	\$547.95	11/2/2022
Groton	Janssen Payment Year 4	\$841.36	11/2/2022
Groton	Janssen Payment Year 5	\$932.56	11/2/2022
Groveland	Distributor Payment Year 1	\$800.07	11/2/2022
Groveland	Distributor Payment Year 2	\$840.84	7/15/2022
Groveland	Janssen Payment Year 1		9/30/2022
Groveland	Janssen Payment Year 2	\$284.83	11/2/2022
Groveland	Janssen Payment Year 3	\$664.52	11/2/2022
Groveland	Janssen Payment Year 4	\$531.86	11/2/2022
Groveland	Janssen Payment Year 5	\$816.66	11/2/2022
Hadley	Distributor Payment Year 1	\$905.18	11/2/2022
	Distributor rayment rear 1	\$7,571.11	8/15/2022

Hadley **Distributor Payment Year 2** \$7,956.86 9/30/2022 Hadley Janssen Payment Year 1 \$2,695.36 11/2/2022 Hadley Janssen Payment Year 2 \$6,288.34 11/2/2022 Hadley Janssen Payment Year 3 \$5,033.04 11/2/2022 Hadley Janssen Payment Year 4 \$7,728.04 11/2/2022 Hadley Janssen Payment Year 5 \$8,565.72 11/2/2022 Halifax Distributor Payment Year 1 \$5,434.26 7/15/2022 Halifax Distributor Payment Year 2 \$5,711.14 9/30/2022 Halifax Janssen Payment Year 1 \$1,934.63 11/2/2022 Halifax Janssen Payment Year 2 \$4,513.53 11/2/2022 Halifax Janssen Payment Year 3 \$3,612.53 11/2/2022 Halifax Janssen Payment Year 4 \$5,546.90 11/2/2022 Halifax Janssen Payment Year 5 \$6,148.15 11/2/2022 Hamilton **Distributor Payment Year 1** \$1,086.41 8/15/2022 Hamilton **Distributor Payment Year 2** \$1.141.77 9/30/2022 Hamilton Janssen Payment Year 1 \$386.77 11/2/2022 Hamilton Janssen Payment Year 2 \$902.34 11/2/2022 Hamilton Janssen Payment Year 3 \$722.21 11/2/2022 Hamilton Janssen Payment Year 4 \$1,108.93 11/2/2022 Hamilton Janssen Payment Year 5 \$1,229.13 11/2/2022 Hampden Distributor Payment Year 1 \$631.31 8/15/2022 Hampden Distributor Payment Year 2 \$663.48 9/30/2022 Hampden Janssen Payment Year 1 \$224.75 11/2/2022 Hampden Janssen Payment Year 2 \$524.35 11/2/2022 Hampden Janssen Payment Year 3 \$419.68 11/2/2022 Hampden Janssen Payment Year 4 \$644.40 11/2/2022 Hampden Janssen Payment Year 5 \$714.25 11/2/2022 Hancock Distributor Payment Year 1 \$584.88 8/31/2022 Hancock Distributor Payment Year 2 \$614.68 9/30/2022 Hancock Janssen Payment Year 1 \$208.22 11/2/2022 Hancock Janssen Payment Year 2 \$485.78 11/2/2022 Hancock Janssen Payment Year 3 \$388.81 11/2/2022 Hancock Janssen Payment Year 4 \$597 11/2/2022 Hancock Janssen Payment Year 5 \$661.71 11/2/2022 Hanover Distributor Payment Year 1 \$21,763.97 7/15/2022 Hanover **Distributor Payment Year 2** \$22,872.87 9/30/2022 Hanover Janssen Payment Year 1 \$7,748.11 11/2/2022 Hanover Janssen Payment Year 2 \$18,076.51 11/2/2022 Hanover Janssen Payment Year 3 \$14,468.03 11/2/2022 Hanover Janssen Payment Year 4 \$22,215,11 11/2/2022 Hanover Janssen Payment Year 5 \$24,623.08 11/2/2022 Hanson Distributor Payment Year 1 \$2,235.94 7/15/2022 Hanson

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11/2/2022

Massachusetts Statewide Opioid Settlements
Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Hanson	Janssen Payment Year 2	\$1,857.10	11/2/2022
Hanson	Janssen Payment Year 3	\$1,486.38	11/2/2022
Hanson	Janssen Payment Year 4	\$2,282.29	11/2/2022
Hanson	Janssen Payment Year 5	\$2,529.67	11/2/2022
Harvard	Distributor Payment Year 1	\$12,022.41	7/15/2022
Harvard	Distributor Payment Year 2	\$12,634.97	9/30/2022
Harvard	Janssen Payment Year 1	\$4,280.06	11/2/2022
Harvard	Janssen Payment Year 2	\$9,985.46	11/2/2022
Harvard	Janssen Payment Year 3	\$7,992.14	11/2/2022
Harvard	Janssen Payment Year 4	\$12,271.62	11/2/2022
Harvard	Janssen Payment Year 5	\$13,601.78	11/2/2022
Harwich	Distributor Payment Year 1	\$20,919.13	8/31/2022
Harwich	Distributor Payment Year 2	\$21,984.98	9/30/2022
Harwich	Janssen Payment Year 1	\$20,937.14	11/2/2022
Hatfield	Distributor Payment Year 1	\$4,582.09	7/29/2022
Hatfield	Distributor Payment Year 2	\$4,815.56	9/30/2022
Hatfield	Janssen Payment Year 1	\$1,631.25	11/2/2022
Hatfield	Janssen Payment Year 2	\$3,805.75	11/2/2022
Hatfield	Janssen Payment Year 3	\$3,046.04	11/2/2022
Hatfield	Janssen Payment Year 4	\$4,677.07	11/2/2022
Hatfield	Janssen Payment Year 5	\$5,184.04	11/2/2022
Haverhill	Distributor Payment Year 1	\$59,470.94	8/31/2022
Haverhill	Distributor Payment Year 2	\$62,501.06	9/30/2022
Haverhill	Janssen Payment Year 1	\$21,172.04	11/2/2022
Haverhill	Janssen Payment Year 2	\$49,394.79	11/2/2022
Haverhill	Janssen Payment Year 3	\$39,534.49	11/2/2022
Haverhill	Janssen Payment Year 4	\$60,703.68	11/2/2022
Haverhill	Janssen Payment Year 5	\$67,283.58	11/2/2022
Heath	Distributor Payment Year 1	\$86.11	7/15/2022
Heath	Distributor Payment Year 2	\$90.49	9/30/2022
Heath	Janssen Payment Year 1	\$30.65	11/2/2022
Heath	Janssen Payment Year 2	\$71.52	11/2/2022
Heath	Janssen Payment Year 3	\$57.24	11/2/2022
Heath	Janssen Payment Year 4	\$87.89	11/2/2022
Heath	Janssen Payment Year 5	\$97.42	11/2/2022
Hingham	Distributor Payment Year 1	\$35,265.99	7/15/2022
Hingham	Distributor Payment Year 2	\$37,062.84	9/30/2022
Hingham	Janssen Payment Year 1	\$12,554.92	11/2/2022
Hingham	Janssen Payment Year 2	\$29,290.88	11/2/2022
Hingham	Janssen Payment Year 3	\$23,443.77	11/2/2022
Hingham	Janssen Payment Year 4	\$35,997.01	11/2/2022
Hingham	Janssen Payment Year 5	\$39,898.85	11/2/2022
Hinsdale	Distributor Payment Year 1	\$270.33	8/15/2022
Hinsdale	Distributor Payment Year 2	\$284.11	9/30/2022

Hinsdale	Janssen Payment Year 1	\$96.24	11/2/2022
Hinsdale	Janssen Payment Year 2	\$224.53	11/2/2022
Hinsdale	Janssen Payment Year 3	\$179.71	11/2/2022
Hinsdale	Janssen Payment Year 4	\$275.94	11/2/2022
Hinsdale	Janssen Payment Year 5	\$305.85	11/2/2022
Holbrook	Distributor Payment Year 1	\$8,928.39	8/15/2022
Holbrook	Distributor Payment Year 2	\$9,383.30	9/30/2022
Holbrook	Janssen Payment Year 1	\$3,178.56	11/2/2022
Holbrook	Janssen Payment Year 2	\$7,415.65	11/2/2022
Holbrook	Janssen Payment Year 3	\$5,935.32	11/2/2022
Holbrook	Janssen Payment Year 4	\$9,113.46	11/2/2022
Holbrook	Janssen Payment Year 5	\$10,101.30	11/2/2022
Holden	Distributor Payment Year 1	\$2,510.51	7/15/2022
Holden	Distributor Payment Year 2	\$2,638.42	9/30/2022
Holden	Janssen Payment Year 1	\$893.76	11/2/2022
Holden	Janssen Payment Year 2	\$2,085.15	11/2/2022
Holden	Janssen Payment Year 3	\$1,668.91	11/2/2022
Holden	Janssen Payment Year 4	\$2,562.54	11/2/2022
Holden	Janssen Payment Year 5	\$2,840.31	11/2/2022
Holliston	Distributor Payment Year 1	\$12,212.64	7/15/2022
Holliston	Distributor Payment Year 2	\$12,834.89	9/30/2022
Holliston	Janssen Payment Year 1	\$4,347.78	11/2/2022
Holliston	Janssen Payment Year 2	\$10,143.45	11/2/2022
Holliston	Janssen Payment Year 3	\$8,118.59	11/2/2022
Holliston	Janssen Payment Year 4	\$12,465.79	11/2/2022
Holliston	Janssen Payment Year 5	\$13,817	11/2/2022
Holyoke	Distributor Payment Year 1	\$70,584.64	7/15/2022
Holyoke	Distributor Payment Year 2	\$74,181.02	9/30/2022
Holyoke	Janssen Payment Year 1	\$25,128.59	11/2/2022
Holyoke	Janssen Payment Year 2	\$58,625.50	11/2/2022
Holyoke	Janssen Payment Year 3	\$46,922.55	11/2/2022
Holyoke	Janssen Payment Year 4	\$72,047.76	11/2/2022
Holyoke	Janssen Payment Year 5	\$79,857.28	11/2/2022
Hopedale	Distributor Payment Year 1	\$10,022.47	7/15/2022
Hopedale	Distributor Payment Year 2	\$10,533.12	9/30/2022
Hopedale	Janssen Payment Year 1	\$3,568.06	11/2/2022
Hopedale	Janssen Payment Year 2	\$8,324.36	11/2/2022
Hopedale	Janssen Payment Year 3	\$6,662.63	11/2/2022
Hopedale	Janssen Payment Year 4	\$10,230.22	11/2/2022
Hopedale	Janssen Payment Year 5	\$11,339.11	11/2/2022
Hopkinton	Distributor Payment Year 1	\$14,807.70	7/15/2022
Hopkinton	Distributor Payment Year 2	\$15,562.17	9/30/2022
Hopkinton	Janssen Payment Year 1	\$14,820.45	11/2/2022
Hubbardston	Distributor Payment Year 1	\$559.78	10/17/2022

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	\$16,152.49	11/2/2022
	\$193.99	7/15/2022
	\$203.87	9/30/2022
	\$69.06	11/2/2022
	\$161.12	11/2/2022
	\$128.96	11/2/2022
Janssen Payment Year 4	\$198.01	11/2/2022
Janssen Payment Year 5	\$219.47	11/2/2022
Distributor Payment Year 1		7/15/2022
Distributor Payment Year 2		9/30/2022
Janssen Payment Year 1		11/2/2022
Janssen Payment Year 2	\$12,615	11/2/2022
Janssen Payment Year 3		11/2/2022
Janssen Payment Year 4		11/2/2022
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Janssen Payment Year 5	\$1,670.97	<u>11/2/2022</u> 11/2/2022
	Janssen Payment Year 5Distributor Payment Year 1Distributor Payment Year 2Janssen Payment Year 1Janssen Payment Year 2Janssen Payment Year 3Janssen Payment Year 3Janssen Payment Year 4Janssen Payment Year 5Distributor Payment Year 5Distributor Payment Year 1Distributor Payment Year 1Janssen Payment Year 1Janssen Payment Year 1Janssen Payment Year 1Janssen Payment Year 3Janssen Payment Year 3Janssen Payment Year 4	Janssen Payment Year 1\$199.29Janssen Payment Year 2\$464.94Janssen Payment Year 3\$372.13Janssen Payment Year 4\$571.39Janssen Payment Year 5\$633.32Distributor Payment Year 1\$14,566.67Distributor Payment Year 2\$15,308.86Janssen Payment Year 2\$15,308.86Janssen Payment Year 3\$2,683.49Janssen Payment Year 4\$14,868.62Janssen Payment Year 5\$16,480.28Distributor Payment Year 1\$14,276.94Distributor Payment Year 2\$15,004.37Janssen Payment Year 1\$5,082.68Janssen Payment Year 2\$11,858Janssen Payment Year 3\$9,490.88Janssen Payment Year 3\$9,490.88Janssen Payment Year 3\$9,490.88Janssen Payment Year 1\$193.99Distributor Payment Year 1\$193.99Distributor Payment Year 1\$193.99Distributor Payment Year 3\$128.96Janssen Payment Year 4\$118.36Janssen Payment Year 3\$128.96Janssen Payment Year 4\$198.01Janssen Payment Year 5\$219.47Distributor Payment Year 1\$15,183.36Distributor Payment Year 2\$12,615Janssen Payment Year 3\$128.96Janssen Payment Year 4\$15,03.20Janssen Payment Year 5\$17,183.64Distributor Payment Year 1\$10,009.70Distributor Payment Year 1\$10,009.70Distributor Payment Year 1\$10,009.70Distributor Payment Year 1

Lancaster	Distributor Payment Year 1	\$951.00	
Lancaster	Distributor Payment Year 2	\$851.98	7/15/2022
Lancaster	Janssen Payment Year 1	\$895.39	9/30/2022
Lanesborough	Distributor Payment Year 1	\$852.72	11/2/2022
Lanesborough		\$4,201.26	7/15/2022
Lanesborough	Distributor Payment Year 2	\$4,415.32	9/30/2022
Lanesborough	Janssen Payment Year 1	\$1,495.67	11/2/2022
	Janssen Payment Year 2	\$3,489.44	11/2/2022
Lanesborough	Janssen Payment Year 3	\$2,792.87	11/2/2022
Lanesborough	Janssen Payment Year 4	\$4,288.34	11/2/2022
Lanesborough	Janssen Payment Year 5	\$4,753.17	11/2/2022
Lawrence	Distributor Payment Year 1	\$107,789.35	8/15/2022
Lawrence	Distributor Payment Year 2	\$113,281.35	9/30/2022
Lawrence	Janssen Payment Year 1	\$38,373.70	11/2/2022
Lawrence	Janssen Payment Year 2	\$89,526.62	11/2/2022
Lawrence	Janssen Payment Year 3	\$71,655.11	11/2/2022
Lawrence	Janssen Payment Year 4	\$110,023.66	11/2/2022
Lawrence	Janssen Payment Year 5	\$121,949.52	11/2/2022
Lee	Distributor Payment Year 1	\$11,093.96	7/15/2022
Lee	Distributor Payment Year 2	\$11,659.21	9/30/2022
Lee	Janssen Payment Year 1	\$3,949.52	11/2/2022
Lee	Janssen Payment Year 2	\$9,214.31	11/2/2022
Lee	Janssen Payment Year 3	\$7,374.93	11/2/2022
Lee	Janssen Payment Year 4	\$11,323.92	11/2/2022
Lee	Janssen Payment Year 5	\$12,551.36	11/2/2022
Leicester	Distributor Payment Year 1	\$14,068.43	7/15/2022
Leicester	Distributor Payment Year 2	\$14,785.23	9/30/2022
Leicester	Janssen Payment Year 1	\$5,008.45	11/2/2022
Leicester	Janssen Payment Year 2	\$11,684.82	11/2/2022
Leicester	Janssen Payment Year 3	\$9,352.27	11/2/2022
Leicester	Janssen Payment Year 4	\$14,360.05	11/2/2022
Leicester	Janssen Payment Year 5	\$15,916.59	11/2/2022
Lenox	Distributor Payment Year 1	\$11,754.50	7/15/2022
Lenox	Distributor Payment Year 2	\$12,353.41	9/30/2022
Lenox	Janssen Payment Year 1	\$4,184.68	11/2/2022
Lenox	Janssen Payment Year 2	\$9,762.94	11/2/2022
Lenox	Janssen Payment Year 3	\$7,814.04	11/2/2022
Lenox	Janssen Payment Year 4	\$11,998.15	11/2/2022
Lenox	Janssen Payment Year 5	\$13,298.68	
Leominster	Distributor Payment Year 1	\$57,715.15	11/2/2022
Leominster	Distributor Payment Year 2	\$60,655.81	7/15/2022
Leominster	Janssen Payment Year 1	\$20,546.97	9/30/2022
Leominster	Janssen Payment Year 2		11/2/2022
Leominster	Janssen Payment Year 3	\$47,936.49	11/2/2022
Leominster		\$38,367.30	11/2/2022
Scottiniatel	Janssen Payment Year 4	\$58,911.51	11/2/2022

Leominster	Janssen Payment Year 5	\$65,297.14	11/2/2022
Leverett	Distributor Payment Year 1	\$2,887.33	7/15/2022
Leverett	Distributor Payment Year 2	\$3,034.45	9/30/2022
Leverett	Janssen Payment Year 1	\$1,027.91	11/2/2022
Leverett	Janssen Payment Year 2	\$2,398.13	11/2/2022
Leverett	Janssen Payment Year 3	\$1,919.41	11/2/2022
Leverett	Janssen Payment Year 4	\$2,947.18	11/2/2022
Leverett	Janssen Payment Year 5	\$3,266.64	11/2/2022
Lexington	Distributor Payment Year 1	\$37,180.94	7/15/2022
Lexington	Distributor Payment Year 2	\$39,075.35	9/30/2022
Lexington	Janssen Payment Year 1	\$13,236.65	11/2/2022
Lexington	Janssen Payment Year 2	\$30,881.38	11/2/2022
Lexington	Janssen Payment Year 3	\$24,716.77	11/2/2022
Lexington	Janssen Payment Year 4	\$37,951.64	11/2/2022
Lexington	Janssen Payment Year 5	\$42,065.36	11/2/2022
Leyden	Distributor Payment Year 1	\$56.16	7/29/2022
Leyden	Distributor Payment Year 2	\$59.02	9/30/2022
Leyden	Janssen Payment Year 1	\$19.99	11/2/2022
Leyden	Janssen Payment Year 2	\$46.64	11/2/2022
Leyden	Janssen Payment Year 3	\$37.33	11/2/2022
Leyden	Janssen Payment Year 4	\$57.32	11/2/2022
Leyden	Janssen Payment Year 5	\$63.53	11/2/2022
Lincoln	Distributor Payment Year 1	\$8,030.93	11/2/2022
Lincoln	Distributor Payment Year 2	\$8,440.12	11/2/2022
Lincoln	Janssen Payment Year 1	\$2,859.06	11/2/2022
Lincoln	Janssen Payment Year 2	\$6,670.25	11/2/2022
Lincoln	Janssen Payment Year 3	\$5,338.72	11/2/2022
Lincoln	Janssen Payment Year 4	\$8,197.40	11/2/2022
Lincoln	Janssen Payment Year 5	\$9,085.95	11/2/2022
Littleton	Distributor Payment Year 1	\$7,621.78	7/15/2022
Littleton	Distributor Payment Year 2	\$8,010.12	9/30/2022
Littleton	Janssen Payment Year 1	\$2,713.40	11/2/2022
Littleton	Janssen Payment Year 2	\$6,330.43	11/2/2022
Littleton	Janssen Payment Year 3	\$5,066.73	11/2/2022
Littleton	Janssen Payment Year 4	\$7,779.77	11/2/2022
Littleton	Janssen Payment Year 5	\$8,623.05	11/2/2022
Longmeadow	Distributor Payment Year 1	\$21,852.49	8/15/2022
Longmeadow	Distributor Payment Year 2	\$22,965.90	9/30/2022
Longmeadow	Janssen Payment Year 1	\$7,779.63	11/2/2022
Longmeadow	Janssen Payment Year 2	\$18,150.03	11/2/2022
Longmeadow	Janssen Payment Year 3	\$14,526.88	11/2/2022
Longmeadow	Janssen Payment Year 4	\$22,305.46	11/2/2022
Longmeadow	Janssen Payment Year 5	\$24,723.23	11/2/2022
Lowell	Distributor Payment Year 1	\$74,804.65	7/29/2022

Lowell	Distributor Payment Year 2	\$78,616.04	9/30/2022
Lowell	Janssen Payment Year 1	\$26,630.93	11/2/2022
Lowell	Janssen Payment Year 2	\$62,130.51	11/2/2022
Lowell	Janssen Payment Year 3	\$49,727.88	11/2/2022
Lowell	Janssen Payment Year 4	\$76,355.24	11/2/2022
Lowell	Janssen Payment Year 5	\$84,631.66	11/2/2022
Ludlow	Distributor Payment Year 1	\$22,221.73	7/15/2022
Ludlow	Distributor Payment Year 2	\$23,353.96	9/30/2022
Ludlow	Janssen Payment Year 1	\$7,911.08	11/2/2022
Ludlow	Janssen Payment Year 2	\$18,456.71	11/2/2022
Ludlow	Janssen Payment Year 3	\$14,772.34	11/2/2022
Ludlow	Janssen Payment Year 4	\$22,682.36	11/2/2022
Ludlow	Janssen Payment Year 5	\$25,140.98	11/2/2022
Lunenburg	Distributor Payment Year 1	\$13,996.49	7/29/2022
Lunenburg	Distributor Payment Year 2	\$14,709.62	9/30/2022
Lunenburg	Janssen Payment Year 1	\$4,982.84	11/2/2022
Lunenburg	Janssen Payment Year 2	\$11,625.06	11/2/2022
Lunenburg	Janssen Payment Year 3	\$9,304.44	11/2/2022
Lunenburg	Janssen Payment Year 4	\$14,286.61	
Lunenburg	Janssen Payment Year 5	\$15,835.19	11/2/2022
Lynn	Distributor Payment Year 1	\$116,252.19	11/2/2022
Lynn	Distributor Payment Year 2	\$122,175.38	7/15/2022
Lynn	Janssen Payment Year 1	\$122,175.58	9/30/2022
Lynn	Janssen Payment Year 2	\$96,555.60	11/2/2022
Lynn	Janssen Payment Year 3		11/2/2022
Lynn	Janssen Payment Year 4	\$77,280.95	11/2/2022
Lynn	Janssen Payment Year 5	\$118,661.92	11/2/2022
Lynnfield	Distributor Payment Year 1	\$131,524.12	11/2/2022
Lynnfield	Distributor Payment Year 2	\$17,039.90	9/15/2022
Lynnfield	Janssen Payment Year 1	\$17,908.11 \$6,066.31	9/30/2022
Lynnfield	Janssen Payment Year 2		11/2/2022
Lynnfield	Janssen Payment Year 3	\$14,152.83	11/2/2022
Lynnfield	Janssen Payment Year 4	\$11,327.61	11/2/2022
Lynnfield	Janssen Payment Year 5	\$17,393.11	11/2/2022
Malden		\$19,278.42	11/2/2022
Malden	Distributor Payment Year 1	\$34,031.85	7/15/2022
Malden	Distributor Payment Year 2	\$35,765.81	9/30/2022
Malden	Janssen Payment Year 1	\$12,115.56	11/2/2022
Malden	Janssen Payment Year 2	\$28,265.84	11/2/2022
Maiden	Janssen Payment Year 3	\$22,623.35	11/2/2022
Malden	Janssen Payment Year 4	\$34,737.28	11/2/2022
	Janssen Payment Year 5	\$38,502.58	11/2/2022
	Distributor Payment Year 1	\$1,468.71	9/15/2022
	Distributor Payment Year 2	\$1,543.55	9/30/2022
Manchester-By-The-Se	Janssen Payment Year 1	\$522.87	11/2/2022

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Manchester-By-The-Se	Janssen Payment Year 2	\$1,219.87	11/2/2022
	Janssen Payment Year 3	\$976.36	11/2/2022
	Janssen Payment Year 4	\$1,499.16	11/2/2022
	Janssen Payment Year 5	\$1,661.66	11/2/2022
Mansfield	Distributor Payment Year 1	\$49,784.88	8/15/2022
Mansfield	Distributor Payment Year 2	\$52,321.48	9/30/2022
Mansfield	Janssen Payment Year 1	\$17,723.74	11/2/2022
Mansfield	Janssen Payment Year 2	\$41,349.84	11/2/2022
Mansfield	Janssen Payment Year 3	\$33,095.49	11/2/2022
Mansfield	Janssen Payment Year 4	\$50,816.85	11/2/2022
Mansfield	Janssen Payment Year 5	\$56,325.07	11/2/2022
Marblehead	Distributor Payment Year 1	\$25,458.93	8/15/2022
Marblehead	Distributor Payment Year 2	\$26,756.10	9/30/2022
Marblehead	Janssen Payment Year 1	\$9,063.54	11/2/2022
Marblehead	Janssen Payment Year 2	\$21,145.43	11/2/2022
Marblehead	Janssen Payment Year 3	\$16,924.33	11/2/2022
Marblehead	Janssen Payment Year 4	\$25,986.66	11/2/2022
Marblehead	Janssen Payment Year 5	\$28,803.45	11/2/2022
Marion	Distributor Payment Year 1	\$5,097.94	7/15/2022
Marion	Distributor Payment Year 2	\$5,357.69	9/30/2022
Marion	Janssen Payment Year 1	\$1,814.90	11/2/2022
Marion	Janssen Payment Year 2	\$4,234.20	11/2/2022
Marion	Janssen Payment Year 3	\$3,388.96	11/2/2022
Marion	Janssen Payment Year 4	\$5,203.62	11/2/2022
Marion	Janssen Payment Year 5	\$5,767.66	11/2/2022
Marlborough	Distributor Payment Year 1	\$26,790.94	7/15/2022
Marlborough	Distributor Payment Year 2	\$28,155.97	9/30/2022
	Janssen Payment Year 1	\$9,537.75	11/2/2022
	Janssen Payment Year 2	\$22,251.76	11/2/2022
	Janssen Payment Year 3	\$17,809.81	11/2/2022
	Janssen Payment Year 4	\$27,346.28	11/2/2022
	Janssen Payment Year 5	\$30,310.44	11/2/2022
	Distributor Payment Year 1	\$36,009.67	7/15/2022
	Distributor Payment Year 2	\$37,844.41	9/30/2022
	Janssen Payment Year 1	\$12,819.67	11/2/2022
	Janssen Payment Year 2	\$29,908.56	11/2/2022
	Janssen Payment Year 3	\$23,938.14	11/2/2022
	Janssen Payment Year 4	\$36,756.10	
	Janssen Payment Year 5	\$40,740.22	11/2/2022
	Distributor Payment Year 1	\$25,263.48	11/2/2022
	Distributor Payment Year 2		8/31/2022
	Janssen Payment Year 1	\$26,550.69	9/30/2022
	Janssen Payment Year 2	\$8,993.96	11/2/2022
	Janssen Payment Year 2 Janssen Payment Year 3	\$20,983.09	11/2/2022
musupee	Janssen rayment rear 3	\$16,794.40	11/2/2022

Mashpee	Janssen Payment Year 4	\$25,787.16	11/2/2022
Mashpee	Janssen Payment Year 5	\$28,582.32	11/2/2022
Massachusetts	Distributor Payment Year 1	\$9,770.20	9/30/2022
Massachusetts	Janssen Payment Year 1	\$179,569.71	10/18/2022
Mattapoisett	Distributor Payment Year 1	\$6,162.01	8/15/2022
Mattapoisett	Distributor Payment Year 2	\$6,475.97	9/30/2022
Mattapoisett	Janssen Payment Year 1	\$2,193.71	11/2/2022
Mattapoisett	Janssen Payment Year 2	\$5,117.98	11/2/2022
Mattapoisett	Janssen Payment Year 3	\$4,096.32	11/2/2022
Mattapoisett	Janssen Payment Year 4	\$6,289.73	11/2/2022
Mattapoisett	Janssen Payment Year 5	\$6,971.50	11/2/2022
Maynard	Distributor Payment Year 1	\$7,412.49	9/30/2022
Maynard	Distributor Payment Year 2	\$7,790.17	9/30/2022
Maynard	Janssen Payment Year 1	\$2,638.90	11/2/2022
Maynard	Janssen Payment Year 2	\$6,156.60	11/2/2022
Maynard	Janssen Payment Year 3	\$4,927.60	11/2/2022
Maynard	Janssen Payment Year 4	\$7,566.14	11/2/2022
Maynard	Janssen Payment Year 5	\$8,386.27	11/2/2022
Medfield	Distributor Payment Year 1	\$15,218.58	7/29/2022
Medfield	Distributor Payment Year 2	\$15,993.98	9/30/2022
Medfield	Janssen Payment Year 1	\$5,417.91	11/2/2022
Medfield	Janssen Payment Year 2	\$12,640.10	11/2/2022
Medfield	Janssen Payment Year 3	\$10,116.85	11/2/2022
Medfield	Janssen Payment Year 4	\$15,534.04	11/2/2022
Medfield	Janssen Payment Year 5	\$17,217.83	11/2/2022
Medford	Distributor Payment Year 1	\$29,010.48	7/15/2022
Medford	Distributor Payment Year 2	\$30,488.60	9/30/2022
Medford	Janssen Payment Year 1	\$10,327.92	11/2/2022
Medford	Janssen Payment Year 2	\$24,095.24	11/2/2022
Medford	Janssen Payment Year 3	\$19,285.29	11/2/2022
Medford	Janssen Payment Year 4	\$29,611.82	11/2/2022
Medford	Janssen Payment Year 5	\$32,821.55	11/2/2022
Medway	Distributor Payment Year 1	\$14,173.89	7/15/2022
Medway	Distributor Payment Year 2	\$14,896.07	9/30/2022
Medway	Janssen Payment Year 1	\$5,046	11/2/2022
Medway	Janssen Payment Year 2	\$11,772.41	11/2/2022
Medway	Janssen Payment Year 3	\$9,422.38	11/2/2022
Medway	Janssen Payment Year 4	\$14,467.70	11/2/2022
Medway	Janssen Payment Year 5	\$16,035.91	11/2/2022
Melrose	Distributor Payment Year 1	\$16,771.44	8/15/2022
Melrose	Distributor Payment Year 2	\$17,625.97	9/30/2022
Melrose	Janssen Payment Year 1	\$5,970.74	
Melrose	Janssen Payment Year 2	\$13,929.86	11/2/2022
Melrose	Janssen Payment Year 3	\$11,149.15	<u>11/2/2022</u> 11/2/2022

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Melrose	Janssen Payment Year 4	\$17,119.09	11/2/2022
Melrose	Janssen Payment Year 5	\$18,974.69	11/2/2022
Mendon	Distributor Payment Year 1	\$1,198.46	9/15/2022
Mendon	Distributor Payment Year 2	\$1,259.52	9/30/2022
Mendon	Janssen Payment Year 1	\$426.66	11/2/2022
Mendon	Janssen Payment Year 2	\$995.40	11/2/2022
Mendon	Janssen Payment Year 3	\$796.70	11/2/2022
Mendon	Janssen Payment Year 4	\$1,223.30	11/2/2022
Mendon	Janssen Payment Year 5	\$1,355.90	11/2/2022
Merrimac	Distributor Payment Year 1	\$732.79	8/15/2022
Merrimac	Distributor Payment Year 2	\$770.13	9/30/2022
Merrimac	Janssen Payment Year 1	\$260.88	11/2/2022
Merrimac	Janssen Payment Year 2	\$608.63	11/2/2022
Merrimac	Janssen Payment Year 3	\$487.14	11/2/2022
Merrimac	Janssen Payment Year 4	\$747.98	11/2/2022
Merrimac	Janssen Payment Year 5	\$829.06	11/2/2022
Methuen	Distributor Payment Year 1	\$52,213.42	9/30/2022
Methuen	Distributor Payment Year 2	\$54,873.76	9/30/2022
Methuen	Janssen Payment Year 1	\$18,588.31	11/2/2022
Methuen	Janssen Payment Year 2	\$43,366.91	11/2/2022
Methuen	Janssen Payment Year 3	\$34,709.91	11/2/2022
Methuen	Janssen Payment Year 4	\$53,295.73	11/2/2022
Methuen	Janssen Payment Year 5	\$59,072.65	11/2/2022
Middleborough	Distributor Payment Year 1	\$28,727.24	7/15/2022
Middleborough	Distributor Payment Year 2	\$30,190.93	9/30/2022
Middleborough	Janssen Payment Year 1	\$28,751.98	11/2/2022
Middleton	Distributor Payment Year 1	\$6,697.88	7/15/2022
Middleton	Distributor Payment Year 2	\$7,039.14	9/30/2022
Middleton	Janssen Payment Year 1	\$2,384.49	11/2/2022
Middleton	Janssen Payment Year 2	\$5,563.06	11/2/2022
Middleton	Janssen Payment Year 3	\$4,452.55	11/2/2022
Middleton	Janssen Payment Year 4	\$6,836.72	11/2/2022
Middleton	Janssen Payment Year 5	\$7,577.77	11/2/2022
Milford	Distributor Payment Year 1	\$38,882.57	7/15/2022
Milford	Distributor Payment Year 2	\$40,863.68	9/30/2022
Milford	Janssen Payment Year 1	\$13,842.44	11/2/2022
Milford	Janssen Payment Year 2	\$32,294.70	11/2/2022
Milford	Janssen Payment Year 3	\$25,847.96	11/2/2022
Milford	Janssen Payment Year 4	\$39,688.54	11/2/2022
Milford	Janssen Payment Year 5	\$43,990.53	11/2/2022
Millbury	Distributor Payment Year 1	\$17,033.96	8/31/2022
Millbury	Distributor Payment Year 2	\$17,901.86	9/30/2022
Millbury	Janssen Payment Year 1	\$6,064.20	11/2/2022
Millbury	Janssen Payment Year 2	\$14,147.90	11/2/2022

Massachusetts Statewide Opioid Settlements Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Millbury	Janssen Payment Year 3	\$11,323.66	11/2/2022
Millbury	Janssen Payment Year 4	\$17,387.05	11/2/2022
Millbury	Janssen Payment Year 5	\$19,271.70	11/2/2022
Millis	Distributor Payment Year 1	\$7,301.90	7/15/2022
Millis	Distributor Payment Year 2	\$7,673.94	9/30/2022
Millis	Janssen Payment Year 1	\$2,599.52	11/2/2022
Millis	Janssen Payment Year 2	\$6,064.74	11/2/2022
Millis	Janssen Payment Year 3	\$4,854.08	11/2/2022
Millis	Janssen Payment Year 4	\$7,453.25	11/2/2022
Millis	Janssen Payment Year 5	\$8,261.14	11/2/2022
Milton	Distributor Payment Year 1	\$25,711.27	9/15/2022
Milton	Distributor Payment Year 2	\$27,021.29	9/30/2022
Milton	Janssen Payment Year 1	\$9,153.38	11/2/2022
Milton	Janssen Payment Year 2	\$21,355.01	11/2/2022
Milton	Janssen Payment Year 3	\$17,092.08	11/2/2022
Milton	Janssen Payment Year 4	\$26,244.22	11/2/2022
Milton	Janssen Payment Year 5	\$29,088.93	11/2/2022
Monson	Distributor Payment Year 1	\$9,247.96	8/31/2022
Monson	Distributor Payment Year 2	\$9,719.15	9/30/2022
Monson	Janssen Payment Year 1	\$3,292.33	11/2/2022
Monson	Janssen Payment Year 2	\$7,681.08	11/2/2022
Monson	Janssen Payment Year 3	\$6,147.76	11/2/2022
Monson	Janssen Payment Year 4	\$9,439.66	11/2/2022
Monson	Janssen Payment Year 5	\$10,462.85	11/2/2022
Montague	Distributor Payment Year 1	\$2,128.30	7/15/2022
Montague	Distributor Payment Year 2	\$2,236.74	9/30/2022
Montague	Janssen Payment Year 1	\$757.69	11/2/2022
Montague	Janssen Payment Year 2	\$1,767.70	11/2/2022
Montague	Janssen Payment Year 3	\$1,414.83	11/2/2022
Montague	Janssen Payment Year 4	\$2,172.41	11/2/2022
Montague	Janssen Payment Year 5	\$2,407.89	11/2/2022
Monterey	Distributor Payment Year 1	\$307.74	7/15/2022
Monterey	Distributor Payment Year 2	\$323.42	9/30/2022
Monterey	Janssen Payment Year 1	\$109.56	11/2/2022
Monterey	Janssen Payment Year 2	\$255.60	11/2/2022
Monterey	Janssen Payment Year 3	\$204.58	11/2/2022
Monterey	Janssen Payment Year 4	\$314.12	11/2/2022
Monterey	Janssen Payment Year 5	\$348.17	11/2/2022
Nahant	Distributor Payment Year 1	\$2,596.33	9/30/2022
Nahant	Distributor Payment Year 2	\$2,728.62	9/30/2022
Nahant	Janssen Payment Year 1	\$924.31	11/2/2022
Nahant	Janssen Payment Year 2	\$2,156.43	11/2/2022
Nahant	Janssen Payment Year 3	\$1,725.96	11/2/2022
Nahant	Janssen Payment Year 4	\$2,650.15	11/2/2022

Nahant	Janssen Payment Year 5	\$2,937.41	11/2/2022
Nantucket	Distributor Payment Year 1	\$8,050.69	7/15/2022
Nantucket	Distributor Payment Year 2	\$8,460.88	9/30/2022
Nantucket	Janssen Payment Year 1	\$2,866.10	11/2/2022
Nantucket	Janssen Payment Year 2	\$6,686.66	11/2/2022
Nantucket	Janssen Payment Year 3	\$5,351.86	11/2/2022
Nantucket	Janssen Payment Year 4	\$8,217.57	11/2/2022
Nantucket	Janssen Payment Year 5	\$9,108.30	11/2/2022
Natick	Distributor Payment Year 1	\$24,989.98	8/31/2022
Natick	Distributor Payment Year 2	\$26,263.25	9/30/2022
Natick	Janssen Payment Year 1	\$8,896.59	11/2/2022
Natick	Janssen Payment Year 2	\$20,755.93	11/2/2022
Natick	Janssen Payment Year 3	\$16,612.59	11/2/2022
Natick	Janssen Payment Year 4	\$25,507.99	11/2/2022
Natick	Janssen Payment Year 5	\$28,272.89	11/2/2022
Needham	Distributor Payment Year 1	\$35,889.26	7/15/2022
Needham	Distributor Payment Year 2	\$37,717.86	9/30/2022
Needham	Janssen Payment Year 1	\$12,776.81	11/2/2022
Needham	Janssen Payment Year 2	\$29,808.55	11/2/2022
Needham	Janssen Payment Year 3	\$23,858.10	11/2/2022
Needham	Janssen Payment Year 4	\$36,633.19	11/2/2022
Needham	Janssen Payment Year 5	\$40,603.99	11/2/2022
New Bedford	Distributor Payment Year 1	\$172,486.70	7/15/2022
New Bedford	Distributor Payment Year 2	\$181,275.11	9/30/2022
New Bedford	Janssen Payment Year 1	\$61,406.37	11/2/2022
New Bedford	Janssen Payment Year 2	\$143,262.31	11/2/2022
New Bedford	Janssen Payment Year 3	\$114,663.96	11/2/2022
New Bedford	Janssen Payment Year 4	\$176,062.09	11/2/2022
New Bedford	Janssen Payment Year 5	\$195,146.10	11/2/2022
New Marlborough	Distributor Payment Year 1	\$240.58	7/29/2022
New Marlborough	Distributor Payment Year 2	\$252.84	9/30/2022
New Marlborough	Janssen Payment Year 1	\$85.65	11/2/2022
New Marlborough	Janssen Payment Year 2	\$199.82	11/2/2022
New Marlborough	Janssen Payment Year 3	\$159.93	11/2/2022
New Marlborough	Janssen Payment Year 4	\$245.57	
New Marlborough	Janssen Payment Year 5	\$272.18	11/2/2022
New Salem	Distributor Payment Year 1	\$178.76	11/2/2022
New Salem	Distributor Payment Year 2	\$1787.87	8/15/2022
New Salem	Janssen Payment Year 1	\$63.64	9/30/2022
New Salem	Janssen Payment Year 2	\$148.47	11/2/2022
New Salem	Janssen Payment Year 3		11/2/2022
New Salem	Janssen Payment Year 4	\$118.84	11/2/2022
New Salem	Janssen Payment Year 5	\$182.47	11/2/2022
Newbury	Distributor Payment Year 1	\$202.25	11/2/2022
	Distributor rayment rear 1	\$988.88	7/15/2022

Massachusetts Statewide Opioid Settlements
Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022NewburyDistributor Payment Year 2\$1,039.269/30/2022NewburyJanssen Payment Year 1\$352.0511/2/2022NewburyJanssen Payment Year 2\$821.3311/2/2022NewburyJanssen Payment Year 3\$657.3811/2/2022

rewoury	Janssen i ayment i ear i	\$552.05	11/2/2022
Newbury	Janssen Payment Year 2	\$821.33	11/2/2022
Newbury	Janssen Payment Year 3	\$657.38	11/2/2022
Newbury	Janssen Payment Year 4	\$1,009.38	11/2/2022
Newbury	Janssen Payment Year 5	\$1,118.79	11/2/2022
Newburyport	Distributor Payment Year 1	\$21,221.77	7/15/2022
Newburyport	Distributor Payment Year 2	\$22,303.05	9/30/2022
Newburyport	Janssen Payment Year 1	\$7,555.09	11/2/2022
Newburyport	Janssen Payment Year 2	\$17,626.17	11/2/2022
Newburyport	Janssen Payment Year 3	\$14,107.60	11/2/2022
Newburyport	Janssen Payment Year 4	\$21,661.67	11/2/2022
Newburyport	Janssen Payment Year 5	\$24,009.66	11/2/2022
Newton	Distributor Payment Year 1	\$73,682.78	7/15/2022
Newton	Distributor Payment Year 2	\$77,437.01	9/30/2022
Newton	Janssen Payment Year 1	\$26,231.54	11/2/2022
Newton	Janssen Payment Year 2	\$61,198.72	11/2/2022
Newton	Janssen Payment Year 3	\$48,982.09	11/2/2022
Newton	Janssen Payment Year 4	\$75,210.12	11/2/2022
Newton	Janssen Payment Year 5	\$83,362.41	11/2/2022
Norfolk	Distributor Payment Year 1	\$6,521.83	7/15/2022
Norfolk	Distributor Payment Year 2	\$6,854.13	9/30/2022
Norfolk	Janssen Payment Year 1	\$2,321.81	11/2/2022
Norfolk	Janssen Payment Year 2	\$5,416.84	11/2/2022
Norfolk	Janssen Payment Year 3	\$4,335.52	11/2/2022
Norfolk	Janssen Payment Year 4	\$6,657.02	11/2/2022
Norfolk	Janssen Payment Year 5	\$7,378.60	11/2/2022
Norfolk County	Distributor Payment Year 1	\$4,111.93	7/15/2022
Norfolk County	Distributor Payment Year 2	\$4,321.44	9/30/2022
Norfolk County	Janssen Payment Year 1	\$1,463.87	11/2/2022
Norfolk County	Janssen Payment Year 2	\$3,415.25	11/2/2022
Norfolk County	Janssen Payment Year 3	\$2,733.49	11/2/2022
Norfolk County	Janssen Payment Year 4	\$4,197.17	11/2/2022
Norfolk County	Janssen Payment Year 5	\$4,652.11	11/2/2022
North Adams	Distributor Payment Year 1	\$25,040.90	7/15/2022
North Adams	Distributor Payment Year 2	\$26,316.77	9/30/2022
North Adams	Janssen Payment Year 1	\$8,914.72	11/2/2022
North Adams	Janssen Payment Year 2	\$20,798.23	11/2/2022
North Adams	Janssen Payment Year 3	\$16,646.44	11/2/2022
North Adams	Janssen Payment Year 4	\$25,559.97	11/2/2022
North Adams	Janssen Payment Year 5	\$28,330.50	11/2/2022
North Andover	Distributor Payment Year 1	\$32,827.02	7/15/2022
North Andover	Distributor Payment Year 2	\$34,499.60	9/30/2022
North Andover	Janssen Payment Year 1	\$11,686.63	11/2/2022

	sachusetts Municipal Opioid Abat		
North Andover	Janssen Payment Year 2	\$27,265.14	11/2/2022
North Andover	Janssen Payment Year 3	\$21,822.41	11/2/2022
North Andover	Janssen Payment Year 4	\$33,507.47	11/2/2022
North Andover	Janssen Payment Year 5	\$37,139.47	11/2/2022
North Attleborough	Distributor Payment Year 1	\$46,522.21	8/31/2022
North Attleborough	Distributor Payment Year 2	\$48,892.57	9/30/2022
North Attleborough	Janssen Payment Year 1	\$16,562.20	11/2/2022
North Attleborough	Janssen Payment Year 2	\$38,639.96	11/2/2022
North Attleborough	Janssen Payment Year 3	\$30,926.56	11/2/2022
North Attleborough	Janssen Payment Year 4	\$47,486.54	11/2/2022
North Attleborough	Janssen Payment Year 5	\$52,633.78	11/2/2022
North Reading	Distributor Payment Year 1	\$12,154.50	8/15/2022
North Reading	Distributor Payment Year 2	\$12,773.79	9/30/2022
North Reading	Janssen Payment Year 1	\$4,327.08	11/2/2022
North Reading	Janssen Payment Year 2	\$10,095.17	11/2/2022
North Reading	Janssen Payment Year 3	\$8,079.95	11/2/2022
North Reading	Janssen Payment Year 4	\$12,406.45	11/2/2022
North Reading	Janssen Payment Year 5	\$13,751.23	11/2/2022
Northampton	Distributor Payment Year 1	\$39,479.49	7/15/2022
Northampton	Distributor Payment Year 2	\$41,491.02	9/30/2022
Northampton	Janssen Payment Year 1	\$14,054.95	11/2/2022
Northampton	Janssen Payment Year 2	\$32,790.49	11/2/2022
Northampton	Janssen Payment Year 3	\$26,244.78	11/2/2022
Northampton	Janssen Payment Year 4	\$40,297.84	11/2/2022
Northampton	Janssen Payment Year 5	\$44,665.87	11/2/2022
Northborough	Distributor Payment Year 1	\$17,693.46	7/29/2022
Northborough	Distributor Payment Year 2	\$18,594.96	9/30/2022
Northborough	Janssen Payment Year 1	\$6,298.99	11/2/2022
Northborough	Janssen Payment Year 2	\$14,695.66	11/2/2022
Northborough	Janssen Payment Year 3	\$11,762.08	11/2/2022
Northborough	Janssen Payment Year 4	\$18,060.22	11/2/2022
Northborough	Janssen Payment Year 5	\$20,017.83	11/2/2022
Northbridge	Distributor Payment Year 1	\$20,618.60	7/15/2022
Northbridge	Distributor Payment Year 2	\$21,669.14	9/30/2022
Northbridge	Janssen Payment Year 1	\$7,340.35	11/2/2022
Northbridge	Janssen Payment Year 2	\$17,125.19	11/2/2022
Northbridge	Janssen Payment Year 3	\$13,706.62	11/2/2022
Northbridge	Janssen Payment Year 4	\$21,045.99	11/2/2022
Northbridge	Janssen Payment Year 5	\$23,327.24	
Northfield	Distributor Payment Year 1	\$1,117.49	11/2/2022
Northfield	Distributor Payment Year 2	\$1,174.43	7/15/2022
Northfield	Janssen Payment Year 1		9/30/2022
Northfield	Janssen Payment Year 2	\$397.83	11/2/2022
Northfield	Janssen Payment Year 3	<u>\$928.16</u>	11/2/2022
	Janosen Fayment Tear 3	\$742.88	11/2/2022

Northfield Janssen Payment Year 4 \$1,140.66 11/2/2022 Northfield Janssen Payment Year 5 \$1,264.30 11/2/2022 Norton Distributor Payment Year 1 \$33,331.40 7/15/2022 Norton **Distributor Payment Year 2** \$35,029.67 9/30/2022 Norton Janssen Payment Year 1 \$11,866.19 11/2/2022 Norton Janssen Payment Year 2 \$27.684.06 11/2/2022 Norton Janssen Payment Year 3 \$22,157.71 11/2/2022 Norton Janssen Payment Year 4 \$34.022.31 11/2/2022 Norton Janssen Payment Year 5 \$37,710.11 11/2/2022 Norwell Distributor Payment Year I \$20,112.44 7/15/2022 Norwell Distributor Payment Year 2 \$21,137.19 9/30/2022 Norwell Janssen Payment Year 1 \$7,160.16 11/2/2022 Norwell Janssen Payment Year 2 \$16,704.79 11/2/2022 Norwell Janssen Payment Year 3 \$13,370.14 11/2/2022 Norwell Janssen Payment Year 4 \$20,529.34 11/2/2022 Norwell Janssen Payment Year 5 \$22,754.59 11/2/2022 Norwood **Distributor Payment Year 1** \$24,921.18 7/15/2022 Norwood **Distributor Payment Year 2** \$26,190.95 9/30/2022 Norwood Janssen Payment Year 1 \$8.872.10 11/2/2022 Norwood Janssen Payment Year 2 \$20,698.79 11/2/2022 Norwood Janssen Payment Year 3 \$16,566.85 11/2/2022 Norwood Janssen Payment Year 4 \$25,437.76 11/2/2022 Norwood Janssen Payment Year 5 \$28,195.05 11/2/2022 Oak Bluffs Distributor Payment Year 1 \$5.617.15 7/15/2022 Oak Bluffs Distributor Payment Year 2 \$5,903.35 9/30/2022 Oak Bluffs Janssen Payment Year 1 \$5,621.99 11/2/2022 Oakham Distributor Payment Year 1 \$191.85 9/30/2022 Oakham **Distributor Payment Year 2** \$201.63 9/30/2022 Oakham Janssen Payment Year 1 \$68.30 11/2/2022 Oakham Janssen Payment Year 2 \$159.35 11/2/2022 Oakham Janssen Payment Year 3 \$127.54 11/2/2022 Oakham Janssen Payment Year 4 \$195.83 11/2/2022 Oakham Janssen Payment Year 5 \$217.06 11/2/2022 Orange **Distributor Payment Year 1** \$10,054.65 7/15/2022 Orange **Distributor Payment Year 2** \$10,566.95 9/30/2022 Orange Janssen Payment Year 1 \$3,579.52 11/2/2022 Orange Janssen Payment Year 2 \$8,351.09 11/2/2022 Orange Janssen Payment Year 3 \$6,684.03 11/2/2022 Orange Janssen Payment Year 4 \$10,263.07 11/2/2022 Orange Janssen Payment Year 5 \$11,375.52 11/2/2022 Orleans Distributor Payment Year 1 \$6,829.03 10/17/2022 Orleans **Distributor Payment Year 2** \$7,176.98 10/17/2022 Orleans Janssen Payment Year 1 \$2,431.18 11/2/2022 Orleans Janssen Payment Year 2 \$5,671.99 11/2/2022

Orleans	Janssen Payment Year 3	\$4,539.74	11/2/2022
Orleans	Janssen Payment Year 4	\$6,970.59	11/2/2022
Orleans	Janssen Payment Year 5	\$7,726.16	11/2/2022
Otis	Distributor Payment Year 1	\$257.58	7/15/2022
Otis	Distributor Payment Year 2	\$270.71	9/30/2022
Otis	Janssen Payment Year 1	\$91.70	11/2/2022
Otis	Janssen Payment Year 2	\$213.94	11/2/2022
Otis	Janssen Payment Year 3	\$171.23	11/2/2022
Otis	Janssen Payment Year 4	\$262.92	11/2/2022
Otis	Janssen Payment Year 5	\$291.42	11/2/2022
Oxford	Distributor Payment Year 1	\$17,062.36	7/15/2022
Oxford	Distributor Payment Year 2	\$17,931.71	9/30/2022
Oxford	Janssen Payment Year 1	\$6,074.31	11/2/2022
Oxford	Janssen Payment Year 2	\$14,171.49	11/2/2022
Oxford	Janssen Payment Year 3	\$11,342.54	11/2/2022
Oxford	Janssen Payment Year 4	\$17,416.04	11/2/2022
Oxford	Janssen Payment Year 5	\$19,303.82	11/2/2022
Palmer	Distributor Payment Year 1	\$11,844.30	7/15/2022
Palmer	Distributor Payment Year 2	\$12,447.79	9/30/2022
Palmer	Janssen Payment Year 1	\$4,216.65	11/2/2022
Palmer	Janssen Payment Year 2	\$9,837.53	11/2/2022
Palmer	Janssen Payment Year 3	\$7,873.74	11/2/2022
Palmer	Janssen Payment Year 4	\$12,089.82	11/2/2022
Palmer	Janssen Payment Year 5	\$13,400.28	11/2/2022
Paxton	Distributor Payment Year 1	\$840.62	7/29/2022
Paxton	Distributor Payment Year 2	\$883.45	9/30/2022
Paxton	Janssen Payment Year 1	\$299.27	11/2/2022
Paxton	Janssen Payment Year 2	\$698.20	11/2/2022
Paxton	Janssen Payment Year 3	\$558.82	11/2/2022
Paxton	Janssen Payment Year 4	\$858.05	11/2/2022
Paxton	Janssen Payment Year 5	\$951.05	11/2/2022
Peabody	Distributor Payment Year 1	\$52,313.56	7/15/2022
Peabody	Distributor Payment Year 2	\$54,979	9/30/2022
Peabody	Janssen Payment Year 1	\$18,623.96	11/2/2022
Peabody	Janssen Payment Year 2	\$43,450.09	11/2/2022
Peabody	Janssen Payment Year 3	\$34,776.48	11/2/2022
Peabody	Janssen Payment Year 4	\$53,397.95	11/2/2022
Peabody	Janssen Payment Year 5	\$59,185.94	11/2/2022
Pelham	Distributor Payment Year 1	\$1,719.77	8/15/2022
Pelham	Distributor Payment Year 2	\$1,807.40	9/30/2022
Pelham	Janssen Payment Year 1	\$612.25	11/2/2022
Pelham	Janssen Payment Year 2	\$1,428.39	11/2/2022
Pelham	Janssen Payment Year 3	\$1,143.25	11/2/2022
Pelham	Janssen Payment Year 4	\$1,755.42	11/2/2022

Pelham	Janssen Payment Year 5	\$1,945.70	11/2/2022
Pembroke	Distributor Payment Year 1	\$24,745.43	8/31/2022
Pembroke	Distributor Payment Year 2	\$26,006.24	9/30/2022
Pembroke	Janssen Payment Year 1	\$8,809.53	11/2/2022
Pembroke	Janssen Payment Year 2	\$20,552.82	11/2/2022
Pembroke	Janssen Payment Year 3	\$16,450.02	11/2/2022
Pembroke	Janssen Payment Year 4	\$25,258.37	11/2/2022
Pembroke	Janssen Payment Year 5	\$27,996.21	11/2/2022
Pepperell	Distributor Payment Year 1	\$747.60	7/15/2022
Pepperell	Distributor Payment Year 2	\$785.69	9/30/2022
Pepperell	Janssen Payment Year 1	\$266.15	11/2/2022
Pepperell	Janssen Payment Year 2	\$620.93	11/2/2022
Pepperell	Janssen Payment Year 3	\$496.98	11/2/2022
Pepperell	Janssen Payment Year 4	\$763.09	11/2/2022
Pepperell	Janssen Payment Year 5	\$845.81	11/2/2022
Peru	Distributor Payment Year 1	\$84.16	7/15/2022
Реги	Distributor Payment Year 2	\$88.45	9/30/2022
Peru	Janssen Payment Year 1	\$29.96	11/2/2022
Peru	Janssen Payment Year 2	\$69.90	11/2/2022
Peru	Janssen Payment Year 3	\$55.95	11/2/2022
Peru	Janssen Payment Year 4	\$85.91	11/2/2022
Peru	Janssen Payment Year 5	\$95.22	11/2/2022
Petersham	Distributor Payment Year 1	\$1,166.90	7/15/2022
Petersham	Distributor Payment Year 2	\$1,226.36	9/30/2022
Phillipston	Distributor Payment Year 1	\$290.93	10/17/2022
Phillipston	Distributor Payment Year 2	\$305.76	10/17/2022
Phillipston	Janssen Payment Year 1	\$103.57	11/2/2022
Phillipston	Janssen Payment Year 2	\$241.64	11/2/2022
Phillipston	Janssen Payment Year 3	\$193.40	11/2/2022
Phillipston	Janssen Payment Year 4	\$296.97	11/2/2022
Phillipston	Janssen Payment Year 5	\$329.15	11/2/2022
Pittsfield	Distributor Payment Year 1	\$84,295.42	7/15/2022
Pittsfield	Distributor Payment Year 2	\$88,590.38	9/30/2022
Pittsfield	Janssen Payment Year 1	\$30,009.71	11/2/2022
Pittsfield	Janssen Payment Year 2	\$70,013.26	11/2/2022
Pittsfield	Janssen Payment Year 3	\$56,037.06	11/2/2022
Pittsfield	Janssen Payment Year 4	\$86,042.74	11/2/2022
Pittsfield	Janssen Payment Year 5	\$95,369.22	
Plainville	Distributor Payment Year 1		11/2/2022
Plainville	Distributor Payment Year 2	\$5,389.92	7/15/2022
Plainville	Janssen Payment Year 1	\$5,664.55	9/30/2022
Plainville	Janssen Payment Year 1 Janssen Payment Year 2	\$1,918.85	11/2/2022
Plainville	Janssen Payment Year 2 Janssen Payment Year 3	\$4,476.71	11/2/2022
Plainville		\$3,583.06	11/2/2022
	Janssen Payment Year 4	\$5,501.65	11/2/2022

Plainville	Janssen Payment Year 5	\$6,097.99	11/2/2022
Plymouth	Distributor Payment Year 1	\$78,344.30	7/15/2022
Plymouth	Distributor Payment Year 2	\$82,336.04	9/30/2022
Plymouth	Janssen Payment Year 1	\$78,411.75	11/2/2022
Plymouth County	Distributor Payment Year 1	\$65.55	7/15/2022
Plymouth County	Distributor Payment Year 2	\$68.88	9/30/2022
Plymouth County	Janssen Payment Year 1	\$23.33	11/2/2022
Plymouth County	Janssen Payment Year 2	\$54.44	11/2/2022
Plymouth County	Janssen Payment Year 3	\$43.57	11/2/2022
Plymouth County	Janssen Payment Year 4	\$66.90	11/2/2022
Plymouth County	Janssen Payment Year 5	\$74.16	
Plympton	Distributor Payment Year 1	\$2,278.21	<u>11/2/2022</u> 7/15/2022
Plympton	Distributor Payment Year 2	\$2,394.29	9/30/2022
Plympton	Janssen Payment Year 1	\$811.06	11/2/2022
Plympton	Janssen Payment Year 2	\$1,892.21	
Plympton	Janssen Payment Year 3	\$1,514.48	11/2/2022
Plympton	Janssen Payment Year 4	\$2,325.43	11/2/2022
Plympton	Janssen Payment Year 5		11/2/2022
Princeton	Distributor Payment Year 1	\$2,577.49 \$686.63	11/2/2022
Princeton	Distributor Payment Year 2	\$721.62	7/15/2022
Princeton	Janssen Payment Year 1	\$721.62	9/30/2022
Princeton	Janssen Payment Year 2	\$570.30	11/2/2022
Princeton	Janssen Payment Year 3	\$456.45	11/2/2022
Princeton	Janssen Payment Year 4	\$700.87	11/2/2022
Princeton	Janssen Payment Year 5	\$776.84	11/2/2022
Provincetown	Distributor Payment Year 1		11/2/2022
Provincetown	Distributor Payment Year 2	\$6,536.63	8/31/2022
Provincetown	Janssen Payment Year 1	\$6,869.68	9/30/2022
Provincetown	Janssen Payment Year 2	\$2,327.08	11/2/2022
Provincetown	Janssen Payment Year 3	\$5,429.13	11/2/2022
Provincetown	Janssen Payment Year 4	\$4,345.36	11/2/2022
Provincetown	Janssen Payment Year 5	\$6,672.13	11/2/2022
Quincy	Distributor Payment Year 1	\$7,395.34	11/2/2022
Quincy	Distributor Payment Year 2	\$75,059.47	9/30/2022
Quincy	Janssen Payment Year 1	\$78,883.84	9/30/2022
Quincy	Janssen Payment Year 2	\$26,721.65	11/2/2022
Quincy	Janssen Payment Year 3	\$62,342.15	11/2/2022
Quincy		\$49,897.27	11/2/2022
Quincy	Janssen Payment Year 4	\$76,615.34	11/2/2022
Randolph	Janssen Payment Year 5	\$84,919.95	11/2/2022
Randolph	Distributor Payment Year 1	\$25,692.48	7/29/2022
Randolph	Distributor Payment Year 2	\$27,001.55	9/30/2022
Randolph	Janssen Payment Year 1	\$9,146.69	11/2/2022
Randolph	Janssen Payment Year 2	\$21,339.41	11/2/2022
канцогра	Janssen Payment Year 3	\$17,079.59	11/2/2022

Randolph	Janssen Payment Year 4	\$26,225.05	11/2/2022
Randolph	Janssen Payment Year 5	\$29,067.68	11/2/2022
Raynham	Distributor Payment Year 1	\$5,402.83	9/30/2022
Raynham	Distributor Payment Year 2	\$5,678.11	9/30/2022
Raynham	Janssen Payment Year 1	\$1,923.44	11/2/2022
Raynham	Janssen Payment Year 2	\$4,487.43	11/2/2022
Raynham	Janssen Payment Year 3	\$3,591.64	11/2/2022
Raynham	Janssen Payment Year 4	\$5,514.82	11/2/2022
Raynham	Janssen Payment Year 5	\$6,112.60	11/2/2022
Reading	Distributor Payment Year 1	\$17,994.81	7/15/2022
Reading	Distributor Payment Year 2	\$18,911.67	9/30/2022
Reading	Janssen Payment Year 1	\$6,406.27	11/2/2022
Reading	Janssen Payment Year 2	\$14,945.95	11/2/2022
Reading	Janssen Payment Year 3	\$11,962.41	11/2/2022
Reading	Janssen Payment Year 4	\$18,367.82	11/2/2022
Reading	Janssen Payment Year 5	\$20,358.77	11/2/2022
Rehoboth	Distributor Payment Year 1	\$2,503.95	7/15/2022
Rehoboth	Distributor Payment Year 2	\$2,631.53	9/30/2022
Rehoboth	Janssen Payment Year 1	\$891.42	11/2/2022
Rehoboth	Janssen Payment Year 2	\$2,079.71	11/2/2022
Rehoboth	Janssen Payment Year 3	\$1,664.55	11/2/2022
Rehoboth	Janssen Payment Year 4	\$2,555.85	11/2/2022
Rehoboth	Janssen Payment Year 5	\$2,832.89	11/2/2022
Revere	Distributor Payment Year 1	\$42,030.67	7/15/2022
Revere	Distributor Payment Year 2	\$44,172.18	9/30/2022
Revere	Janssen Payment Year 1	\$14,963.19	11/2/2022
Revere	Janssen Payment Year 2	\$34,909.42	11/2/2022
Revere	Janssen Payment Year 3	\$27,940.72	11/2/2022
Revere	Janssen Payment Year 4	\$42,901.90	11/2/2022
Revere	Janssen Payment Year 5	\$47,552.20	11/2/2022
Rochester	Distributor Payment Year 1	\$4,796.55	7/15/2022
Rochester	Distributor Payment Year 2	\$5,040.94	9/30/2022
Rochester	Janssen Payment Year 1	\$1,707.60	11/2/2022
Rochester	Janssen Payment Year 2	\$3,983.87	11/2/2022
Rochester	Janssen Payment Year 3	\$3,188.60	11/2/2022
Rochester	Janssen Payment Year 4	\$4,895.98	11/2/2022
Rochester	Janssen Payment Year 5	\$5,426.67	11/2/2022
Rockland	Distributor Payment Year 1	\$22,263.84	7/15/2022
Rockland	Distributor Payment Year 2	\$23,398.22	9/30/2022
Rockland	Janssen Payment Year 1	\$7,926.07	11/2/2022
Rockland	Janssen Payment Year 2	\$18,491.69	11/2/2022
Rockland	Janssen Payment Year 3	\$14,800.33	11/2/2022
Rockland	Janssen Payment Year 4	\$22,725.34	11/2/2022
Rockland	Janssen Payment Year 5	\$25,188.62	11/2/2022

Massachusetts Statewide Opioid Settlements Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Rockport	Distributor Payment Year 1	\$8,680.33	7/15/2022
Rockport	Distributor Payment Year 2	\$9,122.61	9/30/2022
Rockport	Janssen Payment Year 1	\$3,090.25	11/2/2022
Rockport	Janssen Payment Year 2	\$7,209.63	11/2/2022
Rockport	Janssen Payment Year 3	\$5,770.42	11/2/2022
Rockport	Janssen Payment Year 4	\$8,860.26	11/2/2022
Rockport	Janssen Payment Year 5	\$9,820.66	11/2/2022
Rowley	Distributor Payment Year 1	\$982.62	7/29/2022
Rowley	Distributor Payment Year 2	\$1,032.68	9/30/2022
Rowley	Janssen Payment Year 1	\$349.82	11/2/2022
Rowley	Janssen Payment Year 2	\$816.13	11/2/2022
Rowley	Janssen Payment Year 3	\$653.22	11/2/2022
Rowley	Janssen Payment Year 4	\$1,002.99	11/2/2022
Rowley	Janssen Payment Year 5	\$1,111.70	11/2/2022
Royalston	Distributor Payment Year 1	\$151.46	7/15/2022
Royalston	Distributor Payment Year 2	\$159.18	9/30/2022
Royalston	Janssen Payment Year 1	\$53.92	11/2/2022
Royalston	Janssen Payment Year 2	\$125.80	11/2/2022
Royalston	Janssen Payment Year 3	\$100.69	11/2/2022
Royalston	Janssen Payment Year 4	\$154.60	11/2/2022
Royalston	Janssen Payment Year 5	\$171.36	11/2/2022
Russell	Distributor Payment Year 1	\$90.19	8/15/2022
Russell	Distributor Payment Year 2	\$94.78	9/30/2022
Russell	Janssen Payment Year 1	\$32.11	11/2/2022
Russell	Janssen Payment Year 2	\$74.91	11/2/2022
Russell	Janssen Payment Year 3	\$59.96	11/2/2022
Russell	Janssen Payment Year 4	\$92.06	11/2/2022
Russell	Janssen Payment Year 5	\$102.04	11/2/2022
Rutland	Distributor Payment Year 1	\$893	11/2/2022
Rutland	Distributor Payment Year 2	\$938.50	11/2/2022
Rutland	Janssen Payment Year 1	\$317.91	11/2/2022
Rutland	Janssen Payment Year 2	\$741.70	11/2/2022
Rutland	Janssen Payment Year 3	\$593.64	11/2/2022
Rutland	Janssen Payment Year 4	\$911.51	11/2/2022
Rutland	Janssen Payment Year 5	\$1,010.32	11/2/2022
Salem	Distributor Payment Year 1	\$45,679.31	7/15/2022
Salem	Distributor Payment Year 2	\$48,006.73	9/30/2022
Salem	Janssen Payment Year 1	\$16,262.13	11/2/2022
Salem	Janssen Payment Year 2	\$37,939.87	
Salem	Janssen Payment Year 3	\$30,366.23	11/2/2022
Salem	Janssen Payment Year 4	\$46,626.18	11/2/2022
Salem	Janssen Payment Year 5	\$51,680.16	11/2/2022
Sandwich	Distributor Payment Year 1	\$36,114.49	11/2/2022
Sandwich	Distributor Payment Year 2	\$37,954.57	7/15/2022 9/30/2022

Sandwich	Janssen Payment Year 1	\$12,856.99	11/2/2022
Sandwich	Janssen Payment Year 2	\$29,995.62	11/2/2022
Sandwich	Janssen Payment Year 3	\$24,007.83	11/2/2022
Sandwich	Janssen Payment Year 4	\$36,863.09	11/2/2022
Sandwich	Janssen Payment Year 5	\$40,858.82	11/2/2022
Saugus	Distributor Payment Year 1	\$24,326.10	7/15/2022
Saugus	Distributor Payment Year 2	\$25,565.55	9/30/2022
Saugus	Janssen Payment Year 1	\$8,660.25	11/2/2022
Saugus	Janssen Payment Year 2	\$20,204.54	11/2/2022
Saugus	Janssen Payment Year 3	\$16,171.26	11/2/2022
Saugus	Janssen Payment Year 4	\$24,830.35	11/2/2022
Saugus	Janssen Payment Year 5	\$27,521.80	11/2/2022
Savoy	Distributor Payment Year 1	\$754.05	8/15/2022
Savoy	Distributor Payment Year 2	\$792.47	9/30/2022
Savoy	Janssen Payment Year 1	\$268.45	11/2/2022
Savoy	Janssen Payment Year 2	\$626.29	11/2/2022
Savoy	Janssen Payment Year 3	\$501.27	11/2/2022
Savoy	Janssen Payment Year 4	\$769.68	11/2/2022
Savoy	Janssen Payment Year 5	\$853.11	11/2/2022
Scituate	Distributor Payment Year 1	\$28,764.61	7/15/2022
Scituate	Distributor Payment Year 2	\$30,230.21	9/30/2022
Scituate	Janssen Payment Year 1	\$10,240.39	11/2/2022
Scituate	Janssen Payment Year 2	\$23,891.03	11/2/2022
Scituate	Janssen Payment Year 3	\$19,121.85	11/2/2022
Scituate	Janssen Payment Year 4	\$29,360.86	11/2/2022
Scituate	Janssen Payment Year 5	\$32,543.39	11/2/2022
Seekonk	Distributor Payment Year 1	\$24,284.89	8/31/2022
Seekonk	Distributor Payment Year 2	\$25,522.23	9/30/2022
Seekonk	Janssen Payment Year 1	\$8,645.58	11/2/2022
Seekonk	Janssen Payment Year 2	\$20,170.30	11/2/2022
Seekonk	Janssen Payment Year 3	\$16,143.86	11/2/2022
Seekonk	Janssen Payment Year 4	\$24,788.28	11/2/2022
Seekonk	Janssen Payment Year 5	\$27,475.17	11/2/2022
Sharon	Distributor Payment Year 1	\$23,062.63	7/15/2022
Sharon	Distributor Payment Year 2	\$24,237.70	9/30/2022
Sharon	Janssen Payment Year 1	\$8,210.45	11/2/2022
Sharon	Janssen Payment Year 2	\$19,155.14	11/2/2022
Sharon	Janssen Payment Year 3	\$15,331.34	11/2/2022
Sharon	Janssen Payment Year 4	\$23,540.69	11/2/2022
Sharon	Janssen Payment Year 5	\$26,092.35	11/2/2022
Sheffield	Distributor Payment Year 1	\$486.26	8/31/2022
Sheffield	Distributor Payment Year 2	\$511.04	9/30/2022
Sheffield	Janssen Payment Year 1	\$173.11	11/2/2022
Sheffield	Janssen Payment Year 2	\$403.88	11/2/2022

Janssen Payment Year 3	\$323.25	11/2/2022
Janssen Payment Year 4	\$496.34	11/2/2022
Janssen Payment Year 5	\$550.14	11/2/2022
Distributor Payment Year 1	\$1,064.15	7/15/2022
Distributor Payment Year 2	\$1,118.37	9/30/2022
Janssen Payment Year 1		11/2/2022
Janssen Payment Year 2	\$883.85	11/2/2022
Janssen Payment Year 3		11/2/2022
Janssen Payment Year 4		11/2/2022
Janssen Payment Year 5		11/2/2022
Distributor Payment Year 1		7/15/2022
Distributor Payment Year 2		9/30/2022
Janssen Payment Year 1		11/2/2022
Janssen Payment Year 2		11/2/2022
Janssen Payment Year 3		11/2/2022
Janssen Payment Year 4		11/2/2022
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	Janssen Payment Year 4Janssen Payment Year 5Distributor Payment Year 1Distributor Payment Year 2Janssen Payment Year 1Janssen Payment Year 2Janssen Payment Year 3Janssen Payment Year 4Janssen Payment Year 5Distributor Payment Year 1Distributor Payment Year 2Janssen Payment Year 3Janssen Payment Year 4Janssen Payment Year 5Distributor Payment Year 1Distributor Payment Year 1Janssen Payment Year 1Janssen Payment Year 3	Janssen Payment Year 4\$496.34Janssen Payment Year 5\$550.14Distributor Payment Year 1\$1,064.15Distributor Payment Year 2\$1,118.37Janssen Payment Year 1\$378.84Janssen Payment Year 2\$883.85Janssen Payment Year 3\$707.41Janssen Payment Year 4\$1,086.20Janssen Payment Year 5\$1,203.94Distributor Payment Year 1\$2,639.06Distributor Payment Year 1\$2,639.06Distributor Payment Year 2\$2,773.52Janssen Payment Year 1\$939.52Janssen Payment Year 2\$2,191.92Janssen Payment Year 3\$1,754.37Janssen Payment Year 4\$2,693.76Janssen Payment Year 5\$2,985.75Distributor Payment Year 1\$362.64Distributor Payment Year 1\$362.64Distributor Payment Year 2\$381.12Janssen Payment Year 3\$241.07Janssen Payment Year 4\$370.16Janssen Payment Year 5\$410.28Distributor Payment Year 5\$410.28Distributor Payment Year 1\$47,261.65Distributor Payment Year 1\$16,825.45Janssen Payment Year 3\$31,418.12Janssen Payment Year 1\$16,825.45Janssen Payment Year 1\$16,825.45Janssen Payment Year 1\$21,499.08Distributor Payment Year 1\$21,499.08Distributor Payment Year 1\$21,499.08Distributor Payment Year 1\$21,499.08Distributor Payment Year 2\$22,594.48Janssen Paymen

Somerville	Janssen Payment Year 5		
South Hadley	Distributor Payment Year 1	\$45,762.17 \$24,024.52	11/2/2022
South Hadley	Distributor Payment Year 2	\$25,248.60	7/15/2022
South Hadley	Janssen Payment Year 1		9/30/2022
South Hadley	Janssen Payment Year 2	\$8,552.88 \$19,954.05	11/2/2022
South Hadley	Janssen Payment Year 3		11/2/2022
South Hadley	Janssen Payment Year 4	\$15,970.78 \$24,522.51	11/2/2022
South Hadley	Janssen Payment Year 5		11/2/2022
Southampton	Distributor Payment Year 1	\$27,180.60 \$5,651.81	11/2/2022
Southampton	Distributor Payment Year 2		8/15/2022
Southampton	Janssen Payment Year 1	\$5,939.77	9/30/2022
Southampton	Janssen Payment Year 2	\$2,012.08	11/2/2022
Southampton	Janssen Payment Year 3	\$4,694.22	11/2/2022
Southampton	Janssen Payment Year 4	\$3,757.15	11/2/2022
Southampton	Janssen Payment Year 5	\$5,768.96	11/2/2022
Southborough	Distributor Payment Year 1	\$6,394.28	11/2/2022
Southborough	Distributor Payment Year 2	\$15,875.26	7/15/2022
Southborough	Janssen Payment Year 1	\$16,684.13	9/30/2022
Southborough	Janssen Payment Year 2	\$5,651.70	11/2/2022
Southborough		\$13,185.52	11/2/2022
Southborough	Janssen Payment Year 3	\$10,553.40	11/2/2022
Southborough	Janssen Payment Year 4	\$16,204.34	11/2/2022
Southbridge	Janssen Payment Year 5	\$17,960.78	11/2/2022
Southbridge	Distributor Payment Year 1	\$21,224.45	7/15/2022
Southbridge	Distributor Payment Year 2	\$22,305.86	9/30/2022
	Janssen Payment Year 1	\$7,556.04	11/2/2022
Southbridge	Janssen Payment Year 2	\$17,628.40	11/2/2022
Southbridge	Janssen Payment Year 3	\$14,109.38	11/2/2022
Southbridge	Janssen Payment Year 4	\$21,664.40	11/2/2022
Southbridge	Janssen Payment Year 5	\$24,012.68	11/2/2022
Southwick	Distributor Payment Year 1	\$1,206.93	7/15/2022
Southwick	Distributor Payment Year 2	\$1,268.42	9/30/2022
Southwick	Janssen Payment Year 1	\$429.67	11/2/2022
Southwick	Janssen Payment Year 2	\$1,002.44	11/2/2022
Southwick	Janssen Payment Year 3	\$802.33	11/2/2022
Southwick	Janssen Payment Year 4	\$1,231.94	11/2/2022
Southwick	Janssen Payment Year 5	\$1,365.48	11/2/2022
Spencer	Distributor Payment Year 1	\$1,483.71	7/15/2022
Spencer	Distributor Payment Year 2	\$1,559.31	9/30/2022
Spencer	Janssen Payment Year 1	\$528.21	11/2/2022
Spencer	Janssen Payment Year 2	\$1,232.33	11/2/2022
Spencer	Janssen Payment Year 3	\$986.33	11/2/2022
Spencer	Janssen Payment Year 4	\$1,514.46	11/2/2022
Spencer	Janssen Payment Year 5	\$1,678.62	11/2/2022
Springfield	Distributor Payment Year 1	\$251,310.81	7/15/2022

Springfield	Distributor Payment Year 2	\$264,115.41	9/30/2022
Springfield	Janssen Payment Year 1	\$89,468.26	11/2/2022
Springfield	Janssen Payment Year 2	\$208,731.27	11/2/2022
Springfield	Janssen Payment Year 3	\$167,063.86	11/2/2022
Springfield	Janssen Payment Year 4	\$256,520.12	11/2/2022
Springfield	Janssen Payment Year 5	\$284,325.26	11/2/2022
Sterling	Distributor Payment Year 1	\$1,437.01	7/15/2022
Sterling	Distributor Payment Year 2	\$1,510.23	9/30/2022
Sterling	Janssen Payment Year 1	\$511.58	11/2/2022
Sterling	Janssen Payment Year 2	\$1,193.54	11/2/2022
Sterling	Janssen Payment Year 3	\$955.28	11/2/2022
Sterling	Janssen Payment Year 4	\$1,466.80	11/2/2022
Sterling	Janssen Payment Year 5	\$1,625.79	11/2/2022
Stockbridge	Distributor Payment Year 1	\$674.14	8/31/2022
Stockbridge	Distributor Payment Year 2	\$708.49	9/30/2022
Stockbridge	Janssen Payment Year 1	\$240	11/2/2022
Stockbridge	Janssen Payment Year 2	\$559.92	11/2/2022
Stockbridge	Janssen Payment Year 3	\$448.15	11/2/2022
Stockbridge	Janssen Payment Year 4	\$688.11	11/2/2022
Stockbridge	Janssen Payment Year 5	\$762.70	11/2/2022
Stoneham	Distributor Payment Year 1	\$12,195.04	8/15/2022
Stoneham	Distributor Payment Year 2	\$12,816.39	9/30/2022
Stoneham	Janssen Payment Year 1	\$12,205.54	11/2/2022
Stoughton	Distributor Payment Year 1	\$22,778.82	8/31/2022
Stoughton	Distributor Payment Year 2	\$23,939.43	9/30/2022
Stoughton	Janssen Payment Year 1	\$8,109.41	11/2/2022
Stoughton	Janssen Payment Year 2	\$18,919.41	11/2/2022
Stoughton	Janssen Payment Year 3	\$15,142.67	11/2/2022
Stoughton	Janssen Payment Year 4	\$23,250.99	11/2/2022
Stoughton	Janssen Payment Year 5	\$25,771.25	11/2/2022
Stow	Distributor Payment Year 1	\$640.75	7/15/2022
Stow	Distributor Payment Year 2	\$673.40	9/30/2022
Stow	Janssen Payment Year 1	\$228.11	11/2/2022
Stow	Janssen Payment Year 2	\$532.19	11/2/2022
Stow	Janssen Payment Year 3	\$425.95	11/2/2022
Stow	Janssen Payment Year 4	\$654.03	11/2/2022
Stow	Janssen Payment Year 5	\$724.93	11/2/2022
Sturbridge	Distributor Payment Year 1	\$9,024.70	8/15/2022
Sturbridge	Distributor Payment Year 2	\$9,484.52	
Sturbridge	Janssen Payment Year 1	\$3,212.85	9/30/2022
Sturbridge	Janssen Payment Year 2	\$7,495.65	11/2/2022
Sturbridge	Janssen Payment Year 3	\$5,999.35	11/2/2022
Sturbridge	Janssen Payment Year 4	\$9,211.77	11/2/2022
Sturbridge	Janssen Payment Year 5	\$10,210.26	<u>11/2/2022</u> <u>11/2/2022</u>

Sudbury	Distributor Payment Year 1	\$14,243	7/15/2022
Sudbury	Distributor Payment Year 2	\$14,968.70	9/30/2022
Sudbury	Janssen Payment Year 1	\$5,070.60	11/2/2022
Sudbury	Janssen Payment Year 2	\$11,829.81	11/2/2022
Sudbury	Janssen Payment Year 3	\$9,468.32	11/2/2022
Sudbury	Janssen Payment Year 4	\$14,538.24	11/2/2022
Sudbury	Janssen Payment Year 5	\$16,114.09	11/2/2022
Sunderland	Distributor Payment Year 1	\$2,880.78	7/15/2022
Sunderland	Distributor Payment Year 2	\$3,027.56	9/30/2022
Sunderland	Janssen Payment Year 1	\$1,025.58	11/2/2022
Sunderland	Janssen Payment Year 2	\$2,392.69	11/2/2022
Sunderland	Janssen Payment Year 3	\$1,915.06	11/2/2022
Sunderland	Janssen Payment Year 4	\$2,940.50	11/2/2022
Sunderland	Janssen Payment Year 5	\$3,259.23	11/2/2022
Sutton	Distributor Payment Year 1	\$12,566.42	8/15/2022
Sutton	Distributor Payment Year 2	\$13,206.69	9/30/2022
Sutton	Janssen Payment Year 1	\$4,473.73	11/2/2022
Sutton	Janssen Payment Year 2	\$10,437.29	11/2/2022
Sutton	Janssen Payment Year 3	\$8,353.78	11/2/2022
Sutton	Janssen Payment Year 4	\$12,826.90	11/2/2022
Sutton	Janssen Payment Year 5	\$14,217.26	11/2/2022
Swampscott	Distributor Payment Year 1	\$20,466.04	8/31/2022
Swampscott	Distributor Payment Year 2	\$21,508.81	9/30/2022
Swampscott	Janssen Payment Year 1	\$7,286.04	11/2/2022
Swampscott	Janssen Payment Year 2	\$16,998.48	11/2/2022
Swampscott	Janssen Payment Year 3	\$13,605.20	11/2/2022
Swampscott	Janssen Payment Year 4	\$20,890.27	11/2/2022
Swampscott	Janssen Payment Year 5	\$23,154.64	11/2/2022
Swansea	Distributor Payment Year 1	\$22,840.36	7/15/2022
Swansea	Distributor Payment Year 2	\$24,004.11	9/30/2022
Swansea	Janssen Payment Year 1	\$8,131.32	11/2/2022
Swansea	Janssen Payment Year 2	\$18,970.52	11/2/2022
Swansea	Janssen Payment Year 3	\$15,183.59	11/2/2022
Swansea	Janssen Payment Year 4	\$23,313.81	11/2/2022
Swansea	Janssen Payment Year 5	\$25,840.88	11/2/2022
aunton	Distributor Payment Year 1	\$96,088.32	7/15/2022
aunton	Distributor Payment Year 2	\$100,984.14	9/30/2022
aunton	Janssen Payment Year 1	\$34,208.06	11/2/2022
aunton	Janssen Payment Year 2	\$79,808.09	11/2/2022
aunton	Janssen Payment Year 3	\$63,876.62	11/2/2022
aunton	Janssen Payment Year 4	\$98,080.09	11/2/2022
aunton	Janssen Payment Year 5	\$108,711.34	11/2/2022
empleton	Distributor Payment Year 1	\$1,224.96	7/29/2022
empleton	Distributor Payment Year 2	\$1,224.90	9/30/2022

Massachusetts Statewide Opioid SettlementsMassachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022TempletonJanssen Payment Year 1\$436.0911/2/2022TempletonJanssen Payment Year 2\$1,017.4211/2/2022TempletonJanssen Payment Year 3\$814.3211/2/2022TempletonJanssen Payment Year 4\$1,250.3511/2/2022TempletonJanssen Payment Year 5\$1,385.8811/2/2022TempletonJanssen Payment Year 5\$1,385.8811/2/2022TempletonJanssen Payment Year 1\$18,452.047/15/2022TewksburyDistributor Payment Year 1\$18,452.047/15/2022

	Janssen Payment Year 3	\$814.32	11/2/2022
Templeton	Janssen Payment Year 4	\$1,250.35	11/2/2022
Templeton	Janssen Payment Year 5	\$1,385.88	11/2/2022
Tewksbury	Distributor Payment Year 1	\$18,452.04	7/15/2022
Tewksbury	Distributor Payment Year 2	\$19,392.20	9/30/2022
Tewksbury	Janssen Payment Year 1	\$6,569.05	11/2/2022
Tewksbury	Janssen Payment Year 2	\$15,325.72	11/2/2022
Tewksbury	Janssen Payment Year 3	\$12,266.36	11/2/2022
Tewksbury	Janssen Payment Year 4	\$18,834.53	11/2/2022
Tewksbury	Janssen Payment Year 5	\$20,876.07	11/2/2022
Tisbury	Distributor Payment Year 1	\$4,860.88	11/2/2022
Tisbury	Distributor Payment Year 2	\$5,108.55	11/2/2022
Tisbury	Janssen Payment Year 1	\$1,730.51	11/2/2022
Tisbury	Janssen Payment Year 2	\$4,037.31	11/2/2022
Tisbury	Janssen Payment Year 3	\$3,231.37	11/2/2022
Tisbury	Janssen Payment Year 4	\$4,961.64	11/2/2022
Tisbury	Janssen Payment Year 5	\$5,499.45	11/2/2022
Townsend	Distributor Payment Year 1	\$685.38	9/15/2022
Townsend	Distributor Payment Year 2	\$720.30	9/30/2022
Townsend	Janssen Payment Year 1	\$244	11/2/2022
Townsend	Janssen Payment Year 2	\$569.25	11/2/2022
Townsend	Janssen Payment Year 3	\$455.62	11/2/2022
Townsend	Janssen Payment Year 4	\$699.58	11/2/2022
Townsend	Janssen Payment Year 5	\$775.41	11/2/2022
Truro	Distributor Payment Year 1	\$4,413.07	7/15/2022
Truro	Distributor Payment Year 2	\$4,637.92	9/30/2022
Truro	Janssen Payment Year 1	\$1,571.08	11/2/2022
Truro	Janssen Payment Year 2	\$3,665.36	11/2/2022
Truro	Janssen Payment Year 3	\$2,933.67	11/2/2022
Truro	Janssen Payment Year 4	\$4,504.54	11/2/2022
Truro	Janssen Payment Year 5	\$4,992.81	11/2/2022
Tyngsborough	Distributor Payment Year 1	\$8,489.42	8/15/2022
Tyngsborough	Distributor Payment Year 2	\$8,921.97	9/30/2022
Tyngsborough	Janssen Payment Year 1	\$3,022.29	11/2/2022
Tyngsborough	Janssen Payment Year 2	\$7,051.06	11/2/2022
Tyngsborough	Janssen Payment Year 3	\$5,643.51	11/2/2022
Tyngsborough	Janssen Payment Year 4	\$8,665.40	11/2/2022
Tyngsborough	Janssen Payment Year 5	\$9,604.67	11/2/2022
Upton	Distributor Payment Year 1	\$1,541.14	8/15/2022
Upton	Distributor Payment Year 2	\$1,619.66	9/30/2022
Upton	Janssen Payment Year 1	\$548.66	11/2/2022
Upton	Janssen Payment Year 2	\$1,280.02	11/2/2022

Upton	Janssen Payment Year 3	\$1,024.50	11/2/2022
Upton	Janssen Payment Year 4	\$1,573.09	11/2/2022
Upton	Janssen Payment Year 5	\$1,743.60	11/2/2022
Uxbridge	Distributor Payment Year 1	\$16,473.54	7/15/2022
Uxbridge	Distributor Payment Year 2	\$17,312.89	9/30/2022
Uxbridge	Janssen Payment Year 1	\$5,864.69	11/2/2022
Uxbridge	Janssen Payment Year 2	\$13,682.43	11/2/2022
Uxbridge	Janssen Payment Year 3	\$10,951.12	11/2/2022
Uxbridge	Janssen Payment Year 4	\$16,815.02	11/2/2022
Uxbridge	Janssen Payment Year 5	\$18,637.66	11/2/2022
Wakefield	Distributor Payment Year 1	\$15,454.42	7/15/2022
Wakefield	Distributor Payment Year 2	\$16,241.85	9/30/2022
Wakefield	Janssen Payment Year 1	\$5,501.87	11/2/2022
Wakefield	Janssen Payment Year 2	\$12,835.98	11/2/2022
Wakefield	Janssen Payment Year 3	\$10,273.64	11/2/2022
Wakefield	Janssen Payment Year 4	\$15,774.77	11/2/2022
Wakefield	Janssen Payment Year 5	\$17,484.66	11/2/2022
Walpole	Distributor Payment Year 1	\$23,328.08	7/15/2022
Walpole	Distributor Payment Year 2	\$24,516.67	9/30/2022
Walpole	Janssen Payment Year 1	\$8,304.95	11/2/2022
Walpole	Janssen Payment Year 2	\$19,375.61	11/2/2022
Walpole	Janssen Payment Year 3	\$15,507.80	11/2/2022
Walpole	Janssen Payment Year 4	\$23,811.64	11/2/2022
Walpole	Janssen Payment Year 5	\$26,392.66	11/2/2022
Waltham	Distributor Payment Year 1	\$38,873.48	7/15/2022
Waltham	Distributor Payment Year 2	\$40,854.13	9/30/2022
Waltham	Janssen Payment Year 1	\$13,839.21	11/2/2022
Waltham	Janssen Payment Year 2	\$32,287.15	11/2/2022
Waltham	Janssen Payment Year 3	\$25,841.92	11/2/2022
Waltham	Janssen Payment Year 4	\$39,679.27	11/2/2022
Waltham	Janssen Payment Year 5	\$43,980.24	11/2/2022
Ware	Distributor Payment Year 1	\$14,866.67	7/15/2022
Ware	Distributor Payment Year 2	\$15,624.14	9/30/2022
Ware	Janssen Payment Year 1	\$5,292.63	11/2/2022
Ware	Janssen Payment Year 2	\$12,347.81	11/2/2022
Ware	Janssen Payment Year 3	\$9,882.91	11/2/2022
Ware	Janssen Payment Year 4	\$15,174.83	11/2/2022
Ware	Janssen Payment Year 5	\$16,819.69	11/2/2022
Wareham	Distributor Payment Year 1	\$26,258.52	7/15/2022
Warcham	Distributor Payment Year 2	\$27,596.42	9/30/2022
Wareham	Janssen Payment Year 1	\$9,348.20	11/2/2022
Wareham	Janssen Payment Year 2	\$21,809.54	11/2/2022
Wareham	Janssen Payment Year 3	\$17,455.87	11/2/2022
Wareham	Janssen Payment Year 4	\$26,802.82	11/2/2022

Massachusetts Statewide Opioid Settlements Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Wareham	Janssen Payment Year 5	\$29,708.07	11/2/2022
Warren	Distributor Payment Year 1	\$1,309.53	7/15/2022
Warren	Distributor Payment Year 2	\$1,376.25	9/30/2022
Warren	Janssen Payment Year 1	\$466.20	11/2/2022
Warren	Janssen Payment Year 2	\$1,087.65	11/2/2022
Warren	Janssen Payment Year 3	\$870.53	11/2/2022
Warren	Janssen Payment Year 4	\$1,336.67	11/2/2022
Warren	Janssen Payment Year 5	\$1,481.56	11/2/2022
Warwick	Distributor Payment Year 1	\$482	7/15/2022
Warwick	Distributor Payment Year 2	\$506.56	9/30/2022
Warwick	Janssen Payment Year 1	\$171.60	11/2/2022
Warwick	Janssen Payment Year 2	\$400.34	11/2/2022
Warwick	Janssen Payment Year 3	\$320.42	11/2/2022
Warwick	Janssen Payment Year 4	\$491.99	11/2/2022
Warwick	Janssen Payment Year 5	\$545.32	11/2/2022
Washington	Distributor Payment Year 1	\$29.75	7/15/2022
Washington	Distributor Payment Year 2	\$31.27	9/30/2022
Washington	Janssen Payment Year 1	\$10.59	11/2/2022
Washington	Janssen Payment Year 2	\$24.71	
Washington	Janssen Payment Year 3	\$19.78	11/2/2022
Washington	Janssen Payment Year 4	\$30.37	11/2/2022
Washington	Janssen Payment Year 5	\$33.66	11/2/2022
Watertown	Distributor Payment Year 1		11/2/2022
Watertown	Distributor Payment Year 2	\$18,557.63	7/15/2022
Watertown	Janssen Payment Year 1	\$19,503.16	9/30/2022
Wayland	Distributor Payment Year 1	\$18,573.61	11/2/2022
Wayland	Distributor Payment Year 2	\$15,683.20	7/15/2022
Wayland	Janssen Payment Year 1	\$16,482.28	9/30/2022
Wayland	Janssen Payment Year 2	\$5,583.32	11/2/2022
Wayland	Janssen Payment Year 3	\$13,026	11/2/2022
Wayland	Janssen Payment Year 4	\$10,425.72	11/2/2022
Vayland	Janssen Payment Year 5	\$16,008.29	11/2/2022
Vebster	Distributor Payment Year 1	\$17,743.48	11/2/2022
Vebster		\$17,571.66	7/15/2022
Vebster	Distributor Payment Year 2	\$18,466.96	9/30/2022
Vebster	Janssen Payment Year 1	\$6,255.62	11/2/2022
Vebster	Janssen Payment Year 2	\$14,594.50	11/2/2022
Vebster	Janssen Payment Year 3	\$11,681.11	11/2/2022
Vebster	Janssen Payment Year 4	\$17,935.89	11/2/2022
	Janssen Payment Year 5	\$19,880.03	11/2/2022
Vellesley	Distributor Payment Year 1	\$35,140.08	7/15/2022
Vellesley	Distributor Payment Year 2	\$36,930.51	9/30/2022
Vellesley	Janssen Payment Year 1	\$12,510.09	11/2/2022
Vellesley	Janssen Payment Year 2	\$29,186.30	11/2/2022
Vellesley	Janssen Payment Year 3	\$23,360.07	11/2/2022

Wellesley	Janssen Payment Year 4	\$35,868.48	11/2/2022
Wellesley	Janssen Payment Year 5	\$39,756.39	11/2/2022
Wellfleet	Distributor Payment Year 1	\$4,877.26	8/15/2022
Wellfleet	Distributor Payment Year 2	\$5,125.76	9/30/2022
Wellfleet	Janssen Payment Year 1	\$1,736.33	11/2/2022
Wellfleet	Janssen Payment Year 2	\$4,050.90	11/2/2022
Wellfleet	Janssen Payment Year 3	\$3,242.25	11/2/2022
Wellfleet	Janssen Payment Year 4	\$4,978.35	11/2/2022
Wellfleet	Janssen Payment Year 5	\$5,517.98	11/2/2022
Wendell	Distributor Payment Year 1	\$76.75	8/31/2022
Wendell	Distributor Payment Year 2	\$80.66	9/30/2022
Wendell	Janssen Payment Year 1	\$27.32	11/2/2022
Wendell	Janssen Payment Year 2	\$63.74	11/2/2022
Wendell	Janssen Payment Year 3	\$51.02	11/2/2022
Wendell	Janssen Payment Year 4	\$78.34	11/2/2022
Wendell	Janssen Payment Year 5	\$86.83	11/2/2022
West Bridgewater	Distributor Payment Year 1	\$10,718.43	7/15/2022
West Bridgewater	Distributor Payment Year 2	\$11,264.54	9/30/2022
West Bridgewater	Janssen Payment Year 1	\$3,815.83	11/2/2022
West Bridgewater	Janssen Payment Year 2	\$8,902.41	11/2/2022
West Bridgewater	Janssen Payment Year 3	\$7,125.29	11/2/2022
West Bridgewater	Janssen Payment Year 4	\$10,940.60	11/2/2022
West Bridgewater	Janssen Payment Year 5	\$12,126.50	11/2/2022
West Newbury	Distributor Payment Year 1	\$635.26	7/15/2022
West Newbury	Distributor Payment Year 2	\$667.63	9/30/2022
West Newbury	Janssen Payment Year 1	\$226.16	11/2/2022
West Newbury	Janssen Payment Year 2	\$527.63	11/2/2022
West Newbury	Janssen Payment Year 3	\$422.30	11/2/2022
West Newbury	Janssen Payment Year 4	\$648.43	11/2/2022
West Newbury	Janssen Payment Year 5	\$718.71	11/2/2022
West Springfield	Distributor Payment Year 1	\$33,797.06	8/31/2022
West Springfield	Distributor Payment Year 2	\$35,519.07	9/30/2022
West Springfield	Janssen Payment Year 1	\$12,031.97	11/2/2022
West Springfield	Janssen Payment Year 2	\$28,070.83	11/2/2022
West Springfield	Janssen Payment Year 3	\$22,467.27	11/2/2022
West Springfield	Janssen Payment Year 4	\$34,497.63	11/2/2022
West Springfield	Janssen Payment Year 5	\$38,236.95	11/2/2022
West Stockbridge	Distributor Payment Year 1	\$207.43	
West Stockbridge	Distributor Payment Year 2		8/15/2022
Vest Stockbridge	Janssen Payment Year 1	\$218	9/30/2022
West Stockbridge	Janssen Payment Year 2	\$73.85	11/2/2022
West Stockbridge	Janssen Payment Year 3	\$172.28	11/2/2022
West Stockbridge	Janssen Payment Year 4	\$137.89	11/2/2022
West Stockbridge	Janssen Payment Year 5	\$211.73	11/2/2022
stoorbridge	Junssen i ayment i ear 3	\$234.68	11/2/2022

West Tisbury	Distributor Payment Year 1	\$724.37	8/15/2022
West Tisbury	Distributor Payment Year 2	\$761.28	9/30/2022
West Tisbury	Janssen Payment Year 1	\$257.88	11/2/2022
West Tisbury	Janssen Payment Year 2	\$601.64	11/2/2022
West Tisbury	Janssen Payment Year 3	\$481.54	11/2/2022
West Tisbury	Janssen Payment Year 4	\$739.39	11/2/2022
West Tisbury	Janssen Payment Year 5	\$819.53	11/2/2022
Westborough	Distributor Payment Year 1	\$37,030.92	7/15/2022
Westborough	Distributor Payment Year 2	\$38,917.70	9/30/2022
Westborough	Janssen Payment Year 1	\$13,183.25	11/2/2022
Westborough	Janssen Payment Year 2	\$30,756.78	11/2/2022
Westborough	Janssen Payment Year 3	\$24,617.04	11/2/2022
Westborough	Janssen Payment Year 4	\$37,798.52	
Westborough	Janssen Payment Year 5	\$41,895.64	11/2/2022
Westfield	Distributor Payment Year 1	\$47,752.29	11/2/2022
Westfield	Distributor Payment Year 2	\$50,185.33	7/15/2022
Westfield	Janssen Payment Year 1	\$17,000.12	9/30/2022
Westfield	Janssen Payment Year 2	\$39,661.63	11/2/2022
Westfield	Janssen Payment Year 3	\$31,744.28	11/2/2022
Westfield	Janssen Payment Year 4		11/2/2022
Westfield	Janssen Payment Year 5	<u>\$48,742.13</u> \$54,025.46	11/2/2022
Westford	Distributor Payment Year 1		11/2/2022
Westford	Distributor Payment Year 2	\$21,471.65 \$22,565.66	7/15/2022
Westford	Janssen Payment Year 1	\$7,644.05	9/30/2022
Westford	Janssen Payment Year 2	\$17,833.72	11/2/2022
Westford	Janssen Payment Year 3	\$14,273.71	11/2/2022
Westford	Janssen Payment Year 4	\$21,916.73	11/2/2022
Westford	Janssen Payment Year 5	\$24,292.36	11/2/2022
Westhampton	Distributor Payment Year 1		11/2/2022
Westhampton	Distributor Payment Year 2	\$1,456.10 \$1,530.29	7/29/2022
Westhampton	Janssen Payment Year 1		9/30/2022
Westhampton	Janssen Payment Year 2	\$518.38	11/2/2022
Westhampton	Janssen Payment Year 3	\$1,209.40	11/2/2022
Westhampton	Janssen Payment Year 4	\$967.97	11/2/2022
Westhampton	Janssen Payment Year 5	\$1,486.29	11/2/2022
Westminster	Distributor Payment Year 1	\$1,647.39	11/2/2022
Westminster	Distributor Payment Year 2	\$1,656	7/29/2022
Westminster	Janssen Payment Year 1	\$1,740.38	9/30/2022
Westminster		\$589.55	11/2/2022
Westminster	Janssen Payment Year 2	\$1,375.42	11/2/2022
Westminster	Janssen Payment Year 3	\$1,100.86	11/2/2022
Westminster	Janssen Payment Year 4	\$1,690.33	11/2/2022
Weston	Janssen Payment Year 5	\$1,873.55	11/2/2022
Weston	Distributor Payment Year 1	\$16,466.62	7/15/2022
W CSIOII	Distributor Payment Year 2	\$17,305.61	9/30/2022

Weston	Janssen Payment Year 1	\$5,862.22	11/2/2022
Weston	Janssen Payment Year 2	\$13,676.68	11/2/2022
Weston	Janssen Payment Year 3	\$10,946.51	11/2/2022
Weston	Janssen Payment Year 4	\$16,807.95	11/2/2022
Weston	Janssen Payment Year 5	\$18,629.82	11/2/2022
Westport	Distributor Payment Year 1	\$20,532.24	7/15/2022
Westport	Distributor Payment Year 2	\$21,578.38	9/30/2022
Westport	Janssen Payment Year 1	\$7,309.61	11/2/2022
Westport	Janssen Payment Year 2	\$17,053.47	11/2/2022
Westport	Janssen Payment Year 3	\$13,649.21	11/2/2022
Westport	Janssen Payment Year 4	\$20,957.84	11/2/2022
Westport	Janssen Payment Year 5	\$23,229.54	11/2/2022
Westwood	Distributor Payment Year 1	\$21,207.42	7/15/2022
Westwood	Distributor Payment Year 2	\$22,287.96	9/30/2022
Westwood	Janssen Payment Year 1	\$7,549.98	11/2/2022
Westwood	Janssen Payment Year 2	\$17,614.25	11/2/2022
Westwood	Janssen Payment Year 3	\$14,098.05	11/2/2022
Westwood	Janssen Payment Year 4	\$21,647.02	11/2/2022
Westwood	Janssen Payment Year 5	\$23,993.42	11/2/2022
Weymouth	Distributor Payment Year 1	\$41,312.57	7/15/2022
Weymouth	Distributor Payment Year 2	\$43,417.50	9/30/2022
Weymouth	Janssen Payment Year 1	\$14,707.54	11/2/2022
Weymouth	Janssen Payment Year 2	\$34,312.99	11/2/2022
Weymouth	Janssen Payment Year 3	\$27,463.35	11/2/2022
Weymouth	Janssen Payment Year 4	\$42,168.92	11/2/2022
Weymouth	Janssen Payment Year 5	\$46,739.76	11/2/2022
Whately	Distributor Payment Year 1	\$2,294.89	7/15/2022
Whately	Distributor Payment Year 2	\$2,411.82	9/30/2022
Whately	Janssen Payment Year 1	\$817	11/2/2022
Whately	Janssen Payment Year 2	\$1,906.07	11/2/2022
Whately	Janssen Payment Year 3	\$1,525.57	11/2/2022
Whately	Janssen Payment Year 4	\$2,342.46	11/2/2022
Whately	Janssen Payment Year 5	\$2,596.37	11/2/2022
Whitman	Distributor Payment Year 1	\$3,277.34	8/31/2022
Whitman	Distributor Payment Year 2	\$3,444.32	9/30/2022
Whitman	Janssen Payment Year 1	\$1,166.75	11/2/2022
Whitman	Janssen Payment Year 2	\$2,722.06	11/2/2022
Whitman	Janssen Payment Year 3	\$2,178.67	11/2/2022
Whitman	Janssen Payment Year 4	\$3,345.27	11/2/2022
Whitman	Janssen Payment Year 5	\$3,707.88	11/2/2022
Wilbraham	Distributor Payment Year 1	\$2,287.05	7/15/2022
Wilbraham	Distributor Payment Year 2	\$2,403.58	9/30/2022
Wilbraham	Janssen Payment Year 1	\$814.21	11/2/2022
Wilbraham	Janssen Payment Year 2	\$1,899.56	11/2/2022

Wilbraham	Janssen Payment Year 3	\$1,520.36	11/2/2022
Wilbraham	Janssen Payment Year 4	\$2,334.46	11/2/2022
Wilbraham	Janssen Payment Year 5	\$2,587.50	11/2/2022
Williamsburg	Distributor Payment Year 1	\$2,512.35	8/31/2022
Williamsburg	Distributor Payment Year 2	\$2,640.36	9/30/2022
Williamsburg	Janssen Payment Year 1	\$894.41	11/2/2022
Williamsburg	Janssen Payment Year 2	\$2,086.68	11/2/2022
Williamsburg	Janssen Payment Year 3	\$1,670.14	11/2/2022
Williamsburg	Janssen Payment Year 4	\$2,564.43	11/2/2022
Williamsburg	Janssen Payment Year 5	\$2,842.40	11/2/2022
Williamstown	Distributor Payment Year 1	\$5,718.70	7/15/2022
Williamstown	Distributor Payment Year 2	\$6,010.08	9/30/2022
Williamstown	Janssen Payment Year 1	\$2,035.90	11/2/2022
Williamstown	Janssen Payment Year 2	\$4,749.78	11/2/2022
Williamstown	Janssen Payment Year 3	\$3,801.62	11/2/2022
Williamstown	Janssen Payment Year 4	\$5,837.24	11/2/2022
Williamstown	Janssen Payment Year 5	\$6,469.96	11/2/2022
Wilmington	Distributor Payment Year 1	\$18,021.52	7/15/2022
Wilmington	Distributor Payment Year 2	\$18,939.74	9/30/2022
Wilmington	Janssen Payment Year 1	\$6,415.78	11/2/2022
Wilmington	Janssen Payment Year 2	\$14,968.14	11/2/2022
Wilmington	Janssen Payment Year 3	\$11,980.16	11/2/2022
Wilmington	Janssen Payment Year 4	\$18,395.08	11/2/2022
Wilmington	Janssen Payment Year 5	\$20,388.99	11/2/2022
Winchendon	Distributor Payment Year 1	\$13,370.44	7/29/2022
Winchendon	Distributor Payment Year 2	\$14,051.68	9/30/2022
Winchendon	Janssen Payment Year 1	\$4,759.96	11/2/2022
Winchendon	Janssen Payment Year 2	\$11,105.09	11/2/2022
Winchendon	Janssen Payment Year 3	\$8,888.27	11/2/2022
Winchendon	Janssen Payment Year 4	\$13,647.59	11/2/2022
Winchendon	Janssen Payment Year 5	\$15,126.90	11/2/2022
Winchester	Distributor Payment Year 1	\$18,770.37	9/30/2022
Winchester	Distributor Payment Year 2	\$19,726.75	9/30/2022
Winchester	Janssen Payment Year 1	\$6,682.37	11/2/2022
Winchester	Janssen Payment Year 2	\$15,590.11	11/2/2022
Winchester	Janssen Payment Year 3	\$12,477.98	11/2/2022
Winchester	Janssen Payment Year 4	\$19,159.46	11/2/2022
Winchester	Janssen Payment Year 5	\$21,236.22	11/2/2022
Windsor	Distributor Payment Year 1	\$38.26	7/15/2022
Windsor	Distributor Payment Year 2	\$40.21	9/30/2022
Windsor	Janssen Payment Year 1	\$13.62	
Windsor	Janssen Payment Year 2	\$31.77	11/2/2022
Vindsor	Janssen Payment Year 3	\$25.43	11/2/2022
Vindsor	Janssen Payment Year 4	\$39.05	<u>11/2/2022</u> 11/2/2022

Massachusetts Statewide Opioid Settlements Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Windsor	Janssen Payment Year 5	\$43.28	11/2/2022
Winthrop	Distributor Payment Year 1	\$10,998.09	8/15/2022
Winthrop	Distributor Payment Year 2	\$11,558.45	9/30/2022
Winthrop	Janssen Payment Year 1	\$11,007.56	11/2/2022
Woburn	Distributor Payment Year 1	\$25,587.68	7/15/2022
Woburn	Distributor Payment Year 2	\$26,891.40	9/30/2022
Woburn	Janssen Payment Year 1	\$9,109.38	11/2/2022
Woburn	Janssen Payment Year 2	\$21,252.36	11/2/2022
Woburn	Janssen Payment Year 3	\$17,009.92	11/2/2022
Woburn	Janssen Payment Year 4	\$26,118.07	11/2/2022
Woburn	Janssen Payment Year 5	\$28,949.11	
Worcester	Distributor Payment Year 1	\$277,013.43	<u>11/2/2022</u> 7/15/2022
Worcester	Distributor Payment Year 2	\$291,127.61	
Worcester	Janssen Payment Year 1	\$277,251.95	9/30/2022
Worthington	Distributor Payment Year 1	\$110.06	11/2/2022
Worthington	Distributor Payment Year 2	\$115.67	8/15/2022
Worthington	Janssen Payment Year 1	\$39.18	9/30/2022
Worthington	Janssen Payment Year 2	\$91.41	11/2/2022
Worthington	Janssen Payment Year 3	\$73.16	11/2/2022
Worthington	Janssen Payment Year 4	\$112.34	11/2/2022
Worthington	Janssen Payment Year 5	\$124.52	11/2/2022
Wrentham	Distributor Payment Year 1	\$7,024.34	11/2/2022
Wrentham	Distributor Payment Year 2	\$7,382.24	7/15/2022
Wrentham	Janssen Payment Year 1	\$2,500.71	9/30/2022
Wrentham	Janssen Payment Year 2	\$5,834.21	11/2/2022
Wrentham	Janssen Payment Year 3	\$4,669.57	11/2/2022
Wrentham	Janssen Payment Year 4	\$7,169.95	11/2/2022
Wrentham	Janssen Payment Year 5	\$7,947.12	11/2/2022
Yarmouth	Distributor Payment Year 1	\$9,555.68	11/2/2022
Yarmouth	Distributor Payment Year 2		7/15/2022
Yarmouth	Janssen Payment Year 1	\$10,042.55	9/30/2022
Yarmouth	Janssen Payment Year 2	\$3,401.88	11/2/2022
Yarmouth	Janssen Payment Year 3	\$7,936.66	11/2/2022
Yarmouth	Janssen Payment Year 4	\$6,352.33	11/2/2022
Yarmouth	Janssen Payment Year 5	\$9,753.75	11/2/2022
	- and oth Y ayment I cal J	\$10,811	11/2/2022

assachusetts municipa		Payment Amount	Payment Date
Abington	Distributor Payment Year 1	\$17,534.67	7/15/2022
Abington	Distributor Payment Year 2	\$18,428.09	9/30/2022
Abington	Janssen Payment Year 1	\$6,242.46	11/2/2022
Abington	Janssen Payment Year 2	\$14,563.78	11/2/2022
Abington	Janssen Payment Year 3	\$11,656.52	11/2/2022
Abington	Janssen Payment Year 4	\$17,898.14	11/2/2022
Abington	Janssen Payment Year 5	\$19,838.19	11/2/2022
Acton	Distributor Payment Year 1	\$11,586.66	8/15/2022
Acton	Distributor Payment Year 2	\$12,177.01	9/30/2022
Acton	Janssen Payment Year 1	\$4,124.92	11/2/2022
Acton	Janssen Payment Year 2	\$9,623.53	11/2/2022
Acton	Janssen Payment Year 3	\$7,702.46	11/2/2022
Acton	Janssen Payment Year 4	\$11,826.83	11/2/2022
Acton	Janssen Payment Year 5	\$13,108.78	11/2/2022
Acushnet	Distributor Payment Year 1	\$11,300.56	8/31/2022
Acushnet	Distributor Payment Year 2	\$11,876.33	9/30/2022
	Janssen Payment Year 1	\$4,023.07	11/2/2022
Acushnet	Janssen Payment Year 2	\$9,385.91	11/2/2022
Acushnet	Janssen Payment Year 3	\$7,512.27	11/2/2022
Acushnet	Janssen Payment Year 4	\$11,534.80	11/2/2022
	Janssen Payment Year 5	\$12,785.10	11/2/2022
Adams	Distributor Payment Year 1	\$1,385.68	7/15/2022
Adams	Distributor Payment Year 2	\$1,456.29	9/30/2022
Adams	Janssen Payment Year 1	\$493.31	11/2/2022
Adams	Janssen Payment Year 2	\$1,150.91	11/2/2022
Adams	Janssen Payment Year 3	\$921.16	11/2/2022
Adams	Janssen Payment Year 4	\$1,414.41	11/2/2022
	Janssen Payment Year 5	\$1,567.72	11/2/2022
	Distributor Payment Year 1	\$31,710.54	7/15/2022
Agawam	Distributor Payment Year 2	\$33,326.23	9/30/2022
	Janssen Payment Year 1	\$11,289.16	11/2/2022
Agawam	Janssen Payment Year 2	\$26,337.83	11/2/2022
Agawam	Janssen Payment Year 3	\$21,080.21	11/2/2022
	Janssen Payment Year 4	\$32,367.85	11/2/2022
	Janssen Payment Year 5	\$35,876.32	11/2/2022
	Distributor Payment Year 1	\$54.41	7/15/2022
	Distributor Payment Year 2	\$57.18	9/30/2022
	Janssen Payment Year 1	\$19.37	11/2/2022
	Janssen Payment Year 2	\$45.19	11/2/2022
	Janssen Payment Year 3	\$36.17	11/2/2022
	Janssen Payment Year 4	\$55.53	11/2/2022
	anssen Payment Year 5	\$61.55	11/2/2022

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Amesbury	Distributor Payment Year 1	\$18,849.72	7/15/2022
Amesbury	Distributor Payment Year 2	\$19,810.13	9/30/2022
Amesbury	Janssen Payment Year 1	\$6,710.62	11/2/2022
Amesbury	Janssen Payment Year 2	\$15,656.01	11/2/2022
Amesbury	Janssen Payment Year 3	\$12,530.72	11/2/2022
Amesbury	Janssen Payment Year 4	\$19,240.44	11/2/2022
Amesbury	Janssen Payment Year 5	\$21,325.99	11/2/2022
Amherst	Distributor Payment Year 1	\$26,846.47	9/30/2022
Amherst	Distributor Payment Year 2	\$28,214.33	9/30/2022
Amherst	Janssen Payment Year 1	\$9,557.51	11/2/2022
Amherst	Janssen Payment Year 2	\$22,297.87	11/2/2022
Amherst	Janssen Payment Year 3	\$17,846.72	11/2/2022
Amherst	Janssen Payment Year 4	\$27,402.95	11/2/2022
Amherst	Janssen Payment Year 5	\$30,373.26	11/2/2022
Andover	Distributor Payment Year 1	\$51,873.89	7/15/2022
Andover	Distributor Payment Year 2	\$54,516.93	9/30/2022
Andover	Janssen Payment Year 1	\$51,918.56	11/2/2022
Aquinnah	Distributor Payment Year 1	\$360.01	8/15/2022
Aquinnah	Distributor Payment Year 2	\$378.36	9/30/2022
Aquinnah	Janssen Payment Year 1	\$128.17	11/2/2022
Aquinnah	Janssen Payment Year 2	\$299.02	11/2/2022
Aquinnah	Janssen Payment Year 3	\$239.33	11/2/2022
Aquinnah	Janssen Payment Year 4	\$367.47	11/2/2022
Aquinnah	Janssen Payment Year 5	\$407.31	11/2/2022
Arlington	Distributor Payment Year 1	\$24,468.01	7/15/2022
Arlington	Distributor Payment Year 2	\$25,714.69	9/30/2022
Arlington	Janssen Payment Year 1	\$8,710.77	11/2/2022
Arlington	Janssen Payment Year 2	\$20,322.40	11/2/2022
Arlington	Janssen Payment Year 3	\$16,265.60	11/2/2022
Arlington	Janssen Payment Year 4	\$24,975.20	11/2/2022
Arlington	Janssen Payment Year 5	\$27,682.35	11/2/2022
Ashburnham	Distributor Payment Year 1	\$1,023.64	7/15/2022
Ashburnham	Distributor Payment Year 2	\$1,075.80	9/30/2022
Ashburnham	Janssen Payment Year 1	\$364.42	11/2/2022
Ashburnham	Janssen Payment Year 2	\$850.21	11/2/2022
Ashburnham	Janssen Payment Year 3	\$680.49	11/2/2022
Ashburnham	Janssen Payment Year 4	\$1,044.86	11/2/2022
Ashburnham	Janssen Payment Year 5	\$1,158.12	11/2/2022
Ashfield	Distributor Payment Year 1	\$199.35	7/15/2022
Ashfield	Distributor Payment Year 2	\$209.51	9/30/2022
Ashfield	Janssen Payment Year 1	\$70.97	11/2/2022
Ashfield	Janssen Payment Year 2	\$165.58	11/2/2022
Ashfield	Janssen Payment Year 3	\$132.52	11/2/2022
Ashfield	Janssen Payment Year 4	\$203.49	11/2/2022

Ashfield	Janssen Payment Year 5	\$225.54	11/2/2022
Ashland	Distributor Payment Year 1	\$11,787.14	7/15/2022
Ashland	Distributor Payment Year 2	\$12,387.71	9/30/2022
Ashland	Janssen Payment Year 1	\$4,196.30	11/2/2022
Ashland	Janssen Payment Year 2	\$9,790.05	11/2/2022
Ashland	Janssen Payment Year 3	\$7,835.74	11/2/2022
Ashland	Janssen Payment Year 4	\$12,031.47	11/2/2022
Ashland	Janssen Payment Year 5	\$13,335.61	11/2/2022
Athol	Distributor Payment Year 1	\$2,626	8/15/2022
Athol	Distributor Payment Year 2	\$2,759.79	9/30/2022
Athol	Janssen Payment Year 1	\$934.87	11/2/2022
Athol	Janssen Payment Year 2	\$2,181.07	11/2/2022
Athol	Janssen Payment Year 3	\$1,745.68	11/2/2022
Athol	Janssen Payment Year 4	\$2,680.43	11/2/2022
Athol	Janssen Payment Year 5	\$2,970.97	11/2/2022
Attleboro	Distributor Payment Year 1	\$68,339.19	8/15/2022
Attleboro	Distributor Payment Year 2	\$71,821.16	9/30/2022
Attleboro	Janssen Payment Year 1	\$24,329.19	11/2/2022
Attleboro	Janssen Payment Year 2	\$56,760.50	11/2/2022
Attleboro	Janssen Payment Year 3	\$45,429.84	11/2/2022
Attleboro	Janssen Payment Year 4	\$69,755.77	11/2/2022
Attleboro	Janssen Payment Year 5	\$77,316.85	11/2/2022
Auburn	Distributor Payment Year 1	\$22,178.04	7/15/2022
Auburn	Distributor Payment Year 2	\$23,308.04	9/30/2022
Auburn	Janssen Payment Year 1	\$7,895.52	11/2/2022
Auburn	Janssen Payment Year 2	\$18,420.42	11/2/2022
Auburn	Janssen Payment Year 3	\$14,743.29	11/2/2022
Auburn	Janssen Payment Year 4	\$22,637.76	11/2/2022
Auburn	Janssen Payment Year 5	\$25,091.55	11/2/2022
Avon	Distributor Payment Year 1	\$5,403.69	9/15/2022
Avon	Distributor Payment Year 2	\$5,679.02	9/30/2022
Avon	Janssen Payment Year 1	\$1,923.75	11/2/2022
Avon	Janssen Payment Year 2	\$4,488.15	11/2/2022
Avon	Janssen Payment Year 3	\$3,592.21	11/2/2022
Avon	Janssen Payment Year 4	\$5,515.71	11/2/2022
Avon	Janssen Payment Year 5	\$6,113.57	11/2/2022
Ayer	Distributor Payment Year 1	\$1,308.84	7/15/2022
Ayer	Distributor Payment Year 2	\$1,375.53	9/30/2022
Ayer	Janssen Payment Year 1	\$465.96	11/2/2022
Ayer	Janssen Payment Year 2	\$1,087.09	11/2/2022
Ayer	Janssen Payment Year 3	\$870.08	11/2/2022
Ayer	Janssen Payment Year 4	\$1,335.97	
Ayer	Janssen Payment Year 5	\$1,480.78	11/2/2022
Barnstable	Distributor Payment Year 1	\$62,650.65	<u>11/2/2022</u> 7/15/2022

Barnstable	Distributor Payment Year 2	\$65,842.78	9/30/2022
Barnstable	Janssen Payment Year 1	\$22,304.03	11/2/2022
Barnstable	Janssen Payment Year 2	\$52,035.76	11/2/2022
Barnstable	Janssen Payment Year 3	\$41,648.27	11/2/2022
Barnstable	Janssen Payment Year 4	\$63,949.31	11/2/2022
Barnstable	Janssen Payment Year 5	\$70,881	11/2/2022
Barnstable County	Distributor Payment Year 1	\$4,670.38	7/15/2022
Barnstable County	Distributor Payment Year 2	\$4,908.34	9/30/2022
Barnstable County	Janssen Payment Year 1	\$1,662.69	11/2/2022
Barnstable County	Janssen Payment Year 2	\$3,879.08	11/2/2022
Barnstable County	Janssen Payment Year 3	\$3,104.73	11/2/2022
Barnstable County	Janssen Payment Year 4	\$4,767.19	11/2/2022
Barnstable County	Janssen Payment Year 5	\$5,283.92	11/2/2022
Barre	Distributor Payment Year 1	\$704.94	7/15/2022
Barre	Distributor Payment Year 2	\$740.85	
Barre	Janssen Payment Year 1	\$250.96	9/30/2022
Barre	Janssen Payment Year 2	\$585.50	11/2/2022
Barre	Janssen Payment Year 3	\$468.62	11/2/2022
Barre	Janssen Payment Year 4	\$719.55	11/2/2022
Barre	Janssen Payment Year 5		11/2/2022
Becket	Distributor Payment Year 1	\$797.54	11/2/2022
Becket	Distributor Payment Year 2	\$491.37	8/31/2022
Becket	Janssen Payment Year 1	\$516.40	9/30/2022
Becket	Janssen Payment Year 2	\$174.93	11/2/2022
Becket		\$408.11	11/2/2022
Becket	Janssen Payment Year 3	\$326.65	11/2/2022
Becket	Janssen Payment Year 4	\$501.55	11/2/2022
Bedford	Janssen Payment Year 5	\$555.92	11/2/2022
Bedford	Distributor Payment Year 1	\$14,482.14	7/15/2022
Bedford	Distributor Payment Year 2	\$15,220.03	9/30/2022
Bedford	Janssen Payment Year 1	\$5,155.74	11/2/2022
Bedford	Janssen Payment Year 2	\$12,028.44	11/2/2022
Bedford	Janssen Payment Year 3	\$9,627.29	11/2/2022
Bedford	Janssen Payment Year 4	\$14,782.34	11/2/2022
	Janssen Payment Year 5	\$16,384.65	11/2/2022
Belchertown	Distributor Payment Year 1	\$25,509.13	7/15/2022
Belchertown	Distributor Payment Year 2	\$26,808.85	9/30/2022
Belchertown	Janssen Payment Year 1	\$9,081.41	11/2/2022
Belchertown	Janssen Payment Year 2	\$21,187.12	11/2/2022
Belchertown	Janssen Payment Year 3	\$16,957.70	11/2/2022
Belchertown	Janssen Payment Year 4	\$26,037.90	11/2/2022
Belchertown	Janssen Payment Year 5	\$28,860.24	11/2/2022
Bellingham	Distributor Payment Year 1	\$14,322.48	7/15/2022
Bellingham	Distributor Payment Year 2	\$15,052.23	9/30/2022
Bellingham	Janssen Payment Year 1	\$5,098.90	11/2/2022

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Bellingham	Janssen Payment Year 2	\$11,895.83	11/2/2022
Bellingham	Janssen Payment Year 3	\$9,521.15	11/2/2022
Bellingham	Janssen Payment Year 4	\$14,619.37	11/2/2022
Bellingham	Janssen Payment Year 5	\$16,204.01	11/2/2022
Berkley	Distributor Payment Year 1	\$8,857.24	7/15/2022
Berkley	Distributor Payment Year 2	\$9,308.52	9/30/2022
Berkley	Janssen Payment Year 1	\$3,153.23	11/2/2022
Berkley	Janssen Payment Year 2	\$7,356.56	11/2/2022
Berkley	Janssen Payment Year 3	\$5,888.02	11/2/2022
Berkley	Janssen Payment Year 4	\$9,040.83	11/2/2022
Berkley	Janssen Payment Year 5	\$10,020.80	11/2/2022
Berlin	Distributor Payment Year 1	\$2,904.94	8/15/2022
Berlin	Distributor Payment Year 2	\$3,052.95	9/30/2022
Berlin	Janssen Payment Year 1	\$1,034.18	11/2/2022
Berlin	Janssen Payment Year 2	\$2,412.76	11/2/2022
Berlin	Janssen Payment Year 3	\$1,931.12	11/2/2022
Berlin	Janssen Payment Year 4	\$2,965.16	11/2/2022
Berlin	Janssen Payment Year 5	\$3,286.56	11/2/2022
Bernardston	Distributor Payment Year 1	\$297.62	8/31/2022
Bernardston	Distributor Payment Year 2	\$312.79	9/30/2022
Bernardston	Janssen Payment Year 1	\$105.96	11/2/2022
Bernardston	Janssen Payment Year 2	\$247.20	11/2/2022
Bernardston	Janssen Payment Year 3	\$197.85	11/2/2022
Bernardston	Janssen Payment Year 4	\$303.79	11/2/2022
Bernardston	Janssen Payment Year 5	\$336.72	11/2/2022
Beverly	Distributor Payment Year 1	\$35,067.64	7/15/2022
Beverly	Distributor Payment Year 2	\$36,854.38	9/30/2022
Beverly	Janssen Payment Year 1	\$35,097.84	11/2/2022
Billerica	Distributor Payment Year 1	\$28,270.73	8/15/2022
Billerica	Distributor Payment Year 2	\$29,711.16	9/30/2022
Billerica	Janssen Payment Year 1	\$10,064.56	11/2/2022
Billerica	Janssen Payment Year 2	\$23,480.83	11/2/2022
Billerica	Janssen Payment Year 3	\$18,793.53	11/2/2022
Billerica	Janssen Payment Year 4	\$28,856.75	11/2/2022
Billerica	Janssen Payment Year 5	\$31,984.63	11/2/2022
Blackstone	Distributor Payment Year 1	\$1,617.50	7/29/2022
Blackstone	Distributor Payment Year 2	\$1,699.92	9/30/2022
Blackstone	Janssen Payment Year 1	\$575.84	11/2/2022
Blackstone	Janssen Payment Year 2	\$1,343.45	11/2/2022
Dissistance	I D I I I O		

\$1,075.27

\$1,651.03

\$1,829.99

\$65.78

\$69.13

11/2/2022

11/2/2022

11/2/2022

7/15/2022

9/30/2022

Janssen Payment Year 3

Janssen Payment Year 4

Janssen Payment Year 5

Distributor Payment Year 1

Distributor Payment Year 2

Blackstone

Blackstone

Blackstone

Blandford

Blandford

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Blandford	Janssen Payment Year 1	\$23.42	11/2/2022
Blandford	Janssen Payment Year 2	\$54.64	11/2/2022
Blandford	Janssen Payment Year 3	\$43.73	11/2/2022
Blandford	Janssen Payment Year 4	\$67.15	11/2/2022
Blandford	Janssen Payment Year 5	\$74.42	11/2/2022
Bolton	Distributor Payment Year 1	\$804.02	8/15/2022
Bolton	Distributor Payment Year 2	\$844.98	9/30/2022
Bolton	Janssen Payment Year 1	\$286.24	11/2/2022
Bolton	Janssen Payment Year 2	\$667.79	11/2/2022
Bolton	Janssen Payment Year 3	\$534.49	11/2/2022
Bolton	Janssen Payment Year 4	\$820.68	11/2/2022
Bolton	Janssen Payment Year 5	\$909.64	11/2/2022
Boston	Distributor Payment Year 1	\$772,461.89	7/29/2022
Boston	Distributor Payment Year 2	\$811,819.78	9/30/2022
Boston	Janssen Payment Year 1	\$275,001.40	11/2/2022
Boston	Janssen Payment Year 2	\$641,583.82	11/2/2022
Boston	Janssen Payment Year 3	\$513,509.40	11/2/2022
Boston	Janssen Payment Year 4	\$788,473.90	11/2/2022
Boston	Janssen Payment Year 5	\$873,939.42	11/2/2022
Bourne	Distributor Payment Year 1	\$27,635.59	7/29/2022
Bourne	Distributor Payment Year 2	\$29,043.65	9/30/2022
Bourne	Janssen Payment Year 1	\$9,838.45	11/2/2022
Bourne	Janssen Payment Year 2	\$22,953.29	11/2/2022
Bourne	Janssen Payment Year 3	\$18,371.31	11/2/2022
Bourne	Janssen Payment Year 4	\$28,208.43	11/2/2022
Bourne	Janssen Payment Year 5	\$31,266.05	11/2/2022
Boxford	Distributor Payment Year 1	\$6,662.94	9/15/2022
Boxford	Distributor Payment Year 2	\$7,002.42	9/30/2022
Boxford	Janssen Payment Year 1	\$2,372.05	11/2/2022
Boxford	Janssen Payment Year 2	\$5,534.04	11/2/2022
Boxford	Janssen Payment Year 3	\$4,429.32	11/2/2022
Boxford	Janssen Payment Year 4	\$6,801.05	11/2/2022
Boxford	Janssen Payment Year 5	\$7,538.24	11/2/2022
Boyiston	Distributor Payment Year 1	\$4,107.18	7/15/2022
Boylston	Distributor Payment Year 2	\$4,316.45	9/30/2022
Boylston	Janssen Payment Year 1	\$1,462.18	11/2/2022
Boyiston	Janssen Payment Year 2	\$3,411.30	11/2/2022
Boylston	Janssen Payment Year 3	\$2,730.33	11/2/2022
Boylston	Janssen Payment Year 4	\$4,192.32	11/2/2022
Boylston	Janssen Payment Year 5	\$4,646.74	11/2/2022
Braintree	Distributor Payment Year 1	\$32,552.80	8/15/2022
Braintree	Distributor Payment Year 2	\$34,211.41	9/30/2022
Braintree	Janssen Payment Year 1	\$11,589.01	11/2/2022
Braintree	Janssen Payment Year 2	\$27,037.39	11/2/2022

Braintree	Janssen Payment Year 3	\$21,640.12	11/2/2022
Braintree	Janssen Payment Year 4	\$33,227.57	11/2/2022
Braintree	Janssen Payment Year 5	\$36,829.23	11/2/2022
Brewster	Distributor Payment Year 1	\$9,380.97	7/15/2022
Brewster	Distributor Payment Year 2	\$9,858.94	9/30/2022
Brewster	Janssen Payment Year 1	\$3,339.68	11/2/2022
Brewster	Janssen Payment Year 2	\$7,791.55	11/2/2022
Brewster	Janssen Payment Year 3	\$6,236.19	11/2/2022
Brewster	Janssen Payment Year 4	\$9,575.42	11/2/2022
Brewster	Janssen Payment Year 5	\$10,613.34	11/2/2022
Bridgewater	Distributor Payment Year 1	\$4,166.20	7/15/2022
Bridgewater	Distributor Payment Year 2	\$4,378.47	9/30/2022
Bridgewater	Janssen Payment Year 1	\$1,483.19	11/2/2022
Bridgewater	Janssen Payment Year 2	\$3,460.32	11/2/2022
Bridgewater	Janssen Payment Year 3	\$2,769.56	11/2/2022
Bridgewater	Janssen Payment Year 4	\$4,252.56	11/2/2022
Bridgewater	Janssen Payment Year 5	\$4,713.51	11/2/2022
Brimfield	Distributor Payment Year 1	\$2,597.41	11/2/2022
Brimfield	Distributor Payment Year 2	\$2,729.75	11/2/2022
Brimfield	Janssen Payment Year 1	\$924.69	11/2/2022
Brimfield	Janssen Payment Year 2	\$2,157.33	11/2/2022
Brimfield	Janssen Payment Year 3	\$1,726.68	11/2/2022
Brimfield	Janssen Payment Year 4	\$2,651.25	11/2/2022
Brimfield	Janssen Payment Year 5	\$2,938.63	11/2/2022
Bristol County	Distributor Payment Year 1	\$7,413.53	9/15/2022
Bristol County	Distributor Payment Year 2	\$7,791.26	9/30/2022
Bristol County	Janssen Payment Year 1	\$2,639.27	11/2/2022
Bristol County	Janssen Payment Year 2	\$6,157.46	11/2/2022
Bristol County	Janssen Payment Year 3	\$4,928.29	11/2/2022
Bristol County	Janssen Payment Year 4	\$7,567.20	11/2/2022
Bristol County	Janssen Payment Year 5	\$8,387.44	11/2/2022
Brockton	Distributor Payment Year 1	\$154,614.99	7/15/2022
Brockton	Distributor Payment Year 2	\$162,492.82	9/30/2022
Brockton	Janssen Payment Year 1	\$55,043.93	11/2/2022
Brockton	Janssen Payment Year 2	\$128,418.60	11/2/2022
Brockton	Janssen Payment Year 3	\$102,783.39	11/2/2022
Brockton	Janssen Payment Year 4	\$157,819.93	11/2/2022
Brockton	Janssen Payment Year 5	\$174,926.60	11/2/2022
Brookfield	Distributor Payment Year 1	\$2,723.82	7/15/2022
Brookfield	Distributor Payment Year 2	\$2,862.60	9/30/2022
Brookfield	Janssen Payment Year 1	\$969.70	11/2/2022
Brookfield	Janssen Payment Year 2	\$2,262.32	11/2/2022
Brookfield	Janssen Payment Year 3	\$1,810.71	11/2/2022
Brookfield	Janssen Payment Year 4	\$2,780.28	11/2/2022

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Brookfield	Janssen Payment Year 5	\$3,081.64	
Brookline	Distributor Payment Year 1	\$60,216.11	<u>11/2/2022</u> 8/15/2022
Brookline	Distributor Payment Year 2	\$63,284.19	
Brookline	Janssen Payment Year 1	\$21,437.32	9/30/2022
Brookline	Janssen Payment Year 2	\$50,013.70	11/2/2022
Brookline	Janssen Payment Year 3	\$40,029.85	11/2/2022
Brookline	Janssen Payment Year 4	\$61,464.30	11/2/2022
Brookline	Janssen Payment Year 5	\$68,126.64	11/2/2022
Buckland	Distributor Payment Year 1	\$229.30	<u> </u>
Buckland	Distributor Payment Year 2	\$240.99	
Buckland	Janssen Payment Year 1	\$81.63	9/30/2022
Buckland	Janssen Payment Year 2	\$190.45	11/2/2022
Buckland	Janssen Payment Year 3	\$152.43	11/2/2022
Buckland	Janssen Payment Year 4	\$234.06	11/2/2022
Buckland	Janssen Payment Year 5	\$259.43	11/2/2022
Burlington	Distributor Payment Year 1	\$22,163.94	11/2/2022
Burlington	Distributor Payment Year 2	\$23,293.22	8/31/2022
Burlington	Janssen Payment Year 1	\$7,890.51	9/30/2022
Burlington	Janssen Payment Year 2	\$18,408.71	11/2/2022
Burlington	Janssen Payment Year 3	\$14,733.92	11/2/2022
Burlington	Janssen Payment Year 4	\$22,623.37	11/2/2022
Burlington	Janssen Payment Year 5	\$25,075.60	11/2/2022
Cambridge	Distributor Payment Year 1	\$314,437.95	11/2/2022
Cambridge	Distributor Payment Year 2	\$330,458.96	7/29/2022
Cambridge	Janssen Payment Year 1	\$111,941.93	9/30/2022
Cambridge	Janssen Payment Year 2	\$261,162.79	11/2/2022
Cambridge	Janssen Payment Year 3	\$209,028.88	11/2/2022
Cambridge	Janssen Payment Year 4	\$320,955.79	11/2/2022
Cambridge	Janssen Payment Year 5	\$355,745.34	11/2/2022
Canton	Distributor Payment Year 1	\$21,251.66	11/2/2022
Canton	Distributor Payment Year 2	\$22,334.46	7/15/2022
Canton	Janssen Payment Year 1	\$7,565.73	9/30/2022
Canton	Janssen Payment Year 2	\$17,651	11/2/2022
Canton	Janssen Payment Year 3	\$14,127.47	11/2/2022
Canton	Janssen Payment Year 4	\$21,692.18	11/2/2022
Canton	Janssen Payment Year 5	\$24,043.47	11/2/2022
Carlisle	Distributor Payment Year 1	\$3,842.63	11/2/2022
Carlisle	Distributor Payment Year 2		10/17/2022
Carlisle	Janssen Payment Year 1	\$4,038.42	10/17/2022
Carlisle	Janssen Payment Year 2	\$1,368	11/2/2022
Carlisle	Janssen Payment Year 3	\$3,191.58	11/2/2022
Carlisle	Janssen Payment Year 4	\$2,554.47	11/2/2022
Carlisle	Janssen Payment Year 5	\$3,922.28	11/2/2022
Carver	Distributor Payment Year 1	\$4,347.43	11/2/2022
	Distributor rayment real t	\$15,918.06	7/15/2022

Carver Distributor Payment Year 2 \$16,729.10 9/30/2022 Carver Janssen Payment Year 1 \$15,931.77 11/2/2022 Charlton **Distributor Payment Year 1** \$2,230.30 7/15/2022 Charlton **Distributor Payment Year 2** \$2,343.94 9/30/2022 Charlton Janssen Payment Year 1 \$794 11/2/2022 Charlton Janssen Payment Year 2 \$1.852.42 11/2/2022 Charlton Janssen Payment Year 3 \$1,482.64 11/2/2022 Charlton Janssen Payment Year 4 \$2,276.53 11/2/2022 Charlton Janssen Payment Year 5 \$2,523.29 11/2/2022 Chatham Distributor Payment Year 1 \$12,308.64 7/15/2022 Chatham **Distributor Payment Year 2** \$12,935.78 9/30/2022 Chatham Janssen Payment Year 1 \$4.381.95 11/2/2022 Chatham Janssen Payment Year 2 \$10,223.19 11/2/2022 Chatham Janssen Payment Year 3 \$8,182.41 11/2/2022 Chatham Janssen Payment Year 4 \$12,563.78 11/2/2022 Chatham Janssen Payment Year 5 \$13,925.61 11/2/2022 Chelmsford Distributor Payment Year 1 \$23,097.89 8/15/2022 Chelmsford **Distributor Payment Year 2** \$24,274.76 9/30/2022 Chelmsford Janssen Payment Year 1 \$8,223 11/2/2022 Chelmsford Janssen Payment Year 2 \$19,184.42 11/2/2022 Chelmsford Janssen Payment Year 3 \$15,354.78 11/2/2022 Chelmsford Janssen Payment Year 4 \$23,576.68 11/2/2022 Chelmsford Janssen Payment Year 5 \$26,132.24 11/2/2022 Chelsea **Distributor Payment Year 1** \$38,240.71 7/15/2022 Chelsea Distributor Payment Year 2 \$40,189.12 9/30/2022 Chelsea Janssen Payment Year 1 \$13,613.94 11/2/2022 Chelsea Janssen Payment Year 2 \$31,761.59 11/2/2022 Chelsea Janssen Payment Year 3 \$25,421.27 11/2/2022 Chelsea Janssen Payment Year 4 \$39.033.38 11/2/2022 Chelsea Janssen Payment Year 5 \$43,264.35 11/2/2022 Cheshire **Distributor Payment Year 1** \$115.62 7/15/2022 Cheshire Distributor Payment Year 2 \$121.51 9/30/2022 Cheshire Janssen Payment Year 1 \$41.16 11/2/2022 Cheshire Janssen Payment Year 2 \$96.03 11/2/2022 Cheshire Janssen Payment Year 3 \$76.86 11/2/2022 Cheshire Janssen Payment Year 4 \$118.01 11/2/2022 Cheshire Janssen Payment Year 5 \$130.81 11/2/2022 Chesterfield Distributor Payment Year 1 \$1,227.28 7/15/2022 Chesterfield Distributor Payment Year 2 \$1,289.81 9/30/2022 Chesterfield Janssen Payment Year 1 \$436.92 11/2/2022 Chesterfield Janssen Payment Year 2 \$1,019.34 11/2/2022 Chesterfield Janssen Payment Year 3 \$815.86 11/2/2022 Chesterfield Janssen Payment Year 4 \$1.252.72 11/2/2022 Chesterfield Janssen Payment Year 5 \$1,388.50 11/2/2022

Chicopee	Distributor Payment Year 1	\$64,393.52	7/15/2022
Chicopee	Distributor Payment Year 2	\$67,674.45	9/30/2022
Chicopee	Janssen Payment Year 1	\$22,924.51	11/2/2022
Chicopee	Janssen Payment Year 2	\$53,483.34	11/2/2022
Chicopee	Janssen Payment Year 3	\$42,806.87	11/2/2022
Chicopee	Janssen Payment Year 4	\$65,728.31	11/2/2022
Chicopee	Janssen Payment Year 5	\$72,852.83	11/2/2022
Chilmark	Distributor Payment Year 1	\$455.21	7/15/2022
Chilmark	Distributor Payment Year 2	\$478.40	9/30/2022
Chilmark	Janssen Payment Year 1	\$162.06	11/2/2022
Chilmark	Janssen Payment Year 2	\$378.08	11/2/2022
Chilmark	Janssen Payment Year 3	\$302.61	11/2/2022
Chilmark	Janssen Payment Year 4	\$464.64	11/2/2022
Chilmark	Janssen Payment Year 5	\$515.01	11/2/2022
Clarksburg	Distributor Payment Year 1	\$2,219.64	8/15/2022
Clarksburg	Distributor Payment Year 2	\$2,332.74	9/30/2022
Clarksburg	Janssen Payment Year 1	\$2,221.56	11/2/2022
Clinton	Distributor Payment Year 1	\$17,321.74	7/29/2022
Clinton	Distributor Payment Year 2	\$18,204.31	9/30/2022
Clinton	Janssen Payment Year 1	\$6,166.65	11/2/2022
Clinton	Janssen Payment Year 2	\$14,386.92	11/2/2022
Clinton	Janssen Payment Year 3	\$11,514.97	11/2/2022
Clinton	Janssen Payment Year 4	\$17,680.80	11/2/2022
Clinton	Janssen Payment Year 5	\$19,597.28	11/2/2022
Cohasset	Distributor Payment Year 1	\$10,450.12	11/2/2022
Cohasset	Distributor Payment Year 2	\$10,982.56	11/2/2022
Cohasset	Janssen Payment Year 1	\$3,720.31	11/2/2022
Cohasset	Janssen Payment Year 2	\$8,679.56	11/2/2022
Cohasset	Janssen Payment Year 3	\$6,946.92	11/2/2022
Cohasset	Janssen Payment Year 4	\$10,666.73	11/2/2022
Cohasset	Janssen Payment Year 5	\$11,822.94	11/2/2022
Colrain	Distributor Payment Year 1	\$116.99	7/15/2022
Colrain	Distributor Payment Year 2	\$122.95	9/30/2022
Colrain	Janssen Payment Year 1	\$41.65	11/2/2022
Colrain	Janssen Payment Year 2	\$97.17	11/2/2022
Colrain	Janssen Payment Year 3	\$77.77	11/2/2022
Colrain	Janssen Payment Year 4	\$119.41	11/2/2022
Colrain	Janssen Payment Year 5	\$132.36	11/2/2022
Concord	Distributor Payment Year 1	\$12,777.97	7/29/2022
Concord	Distributor Payment Year 2	\$13,429.02	9/30/2022
Concord	Janssen Payment Year 1	\$4,549.04	11/2/2022
Concord	Janssen Payment Year 2	\$10,613	11/2/2022
Concord	Janssen Payment Year 3	\$8,494.41	11/2/2022
Concord	Janssen Payment Year 4	\$13,042.84	11/2/2022

Massachusetts Statewide Opioid Settlements Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

Concord	Janssen Payment Year 5	\$14,456.60	11/2/2022
Conway	Distributor Payment Year 1	\$2,589.70	7/15/2022
Conway	Distributor Payment Year 2	\$2,721.65	9/30/2022
Conway	Janssen Payment Year 1	\$921.95	11/2/2022
Conway	Janssen Payment Year 2	\$2,150.93	11/2/2022
Conway	Janssen Payment Year 3	\$1,721.56	11/2/2022
Conway	Janssen Payment Year 4	\$2,643.39	11/2/2022
Conway	Janssen Payment Year 5	\$2,929.91	11/2/2022
Cummington	Distributor Payment Year 1	\$71.26	8/15/2022
Cummington	Distributor Payment Year 2	\$74.89	9/30/2022
Cummington	Janssen Payment Year 1	\$25.37	11/2/2022
Cummington	Janssen Payment Year 2	\$59.19	11/2/2022
Cummington	Janssen Payment Year 3	\$47.37	11/2/2022
Cummington	Janssen Payment Year 4	\$72.74	11/2/2022
Cummington	Janssen Payment Year 5	\$80.62	11/2/2022
Dalton	Distributor Payment Year 1	\$898.57	7/15/2022
Dalton	Distributor Payment Year 2	\$944.35	9/30/2022
Dalton	Janssen Payment Year 1	\$319.90	11/2/2022
Dalton	Janssen Payment Year 2	\$746.32	11/2/2022
Dalton	Janssen Payment Year 3	\$597.34	11/2/2022
Dalton	Janssen Payment Year 4	\$917.19	11/2/2022
Dalton	Janssen Payment Year 5	\$1,016.61	11/2/2022
Danvers	Distributor Payment Year 1	\$29,486.42	7/15/2022
Danvers	Distributor Payment Year 2	\$30,988.79	9/30/2022
Danvers	Janssen Payment Year 1	\$10,497.36	11/2/2022
Danvers	Janssen Payment Year 2	\$24,490.54	11/2/2022
Danvers	Janssen Payment Year 3	\$19,601.69	11/2/2022
Danvers	Janssen Payment Year 4	\$30,097.63	11/2/2022
Danvers	Janssen Payment Year 5	\$33,360.02	11/2/2022
Dartmouth	Distributor Payment Year 1	\$40,211.53	7/15/2022
artmouth	Distributor Payment Year 2	\$42,260.35	
artmouth	Janssen Payment Year 1	\$14,315.56	9/30/2022
artmouth	Janssen Payment Year 2	\$33,398.50	11/2/2022
artmouth	Janssen Payment Year 3	\$26,731.41	11/2/2022
artmouth	Janssen Payment Year 4	\$41,045.05	11/2/2022
artmouth	Janssen Payment Year 5	\$45,494.07	11/2/2022
edham	Distributor Payment Year 1	\$23,289.26	11/2/2022
edham	Distributor Payment Year 2	\$24,475.88	7/29/2022
edham	Janssen Payment Year 1		9/30/2022
edham	Janssen Payment Year 2	\$8,291.13	11/2/2022
edham	Janssen Payment Year 3	\$19,343.37	11/2/2022
edham	Janssen Payment Year 4	\$15,482	11/2/2022
edham	Janssen Payment Year 5	\$23,772.02	11/2/2022
eerfield	Distributor Payment Year 1	\$26,348.75	11/2/2022
	Distributor rayment Year 1	\$6,373.66	8/31/2022

Deerfield	Distributor Payment Year 2	\$6,698.40	9/30/2022
Deerfield	Janssen Payment Year I	\$2,269.06	11/2/2022
Deerfield	Janssen Payment Year 2	\$5,293.77	11/2/2022
Deerfield	Janssen Payment Year 3	\$4,237.02	11/2/2022
Deerfield	Janssen Payment Year 4	\$6,505.77	
Deerfield	Janssen Payment Year 5	\$7,210.96	<u>11/2/2022</u> 11/2/2022
Dennis	Distributor Payment Year 1	\$7,085.62	7/15/2022
Dennis	Distributor Payment Year 2	\$7,446.64	9/30/2022
Dennis	Janssen Payment Year 1	\$2,522.52	11/2/2022
Dennis	Janssen Payment Year 2	\$5,885.10	
Dennis	Janssen Payment Year 3	\$4,710.30	<u> </u>
Dennis	Janssen Payment Year 4	\$7,232.49	11/2/2022
Dennis	Janssen Payment Year 5	\$8,016.45	
Dighton	Distributor Payment Year 1	\$1,670.67	<u>11/2/2022</u> 10/17/2022
Dighton	Distributor Payment Year 2	\$1,755.79	
Dighton	Janssen Payment Year 1	\$594.77	10/17/2022
Dighton	Janssen Payment Year 2	\$1,387.61	11/2/2022
Dighton	Janssen Payment Year 3	\$1,110.61	11/2/2022
Dighton	Janssen Payment Year 4	\$1,705.30	11/2/2022
Dighton	Janssen Payment Year 5	\$1,890.14	11/2/2022
Douglas	Distributor Payment Year 1	\$12,117.71	11/2/2022
Douglas	Distributor Payment Year 2	\$12,735.12	7/15/2022
Douglas	Janssen Payment Year 1		9/30/2022
Douglas	Janssen Payment Year 2	\$4,313.98	11/2/2022
Douglas	Janssen Payment Year 3		11/2/2022
Douglas	Janssen Payment Year 4	\$8,055.49 \$12,368.89	11/2/2022
Douglas	Janssen Payment Year 5		11/2/2022
Dover	Distributor Payment Year 1	\$13,709.60	11/2/2022
Dover	Distributor Payment Year 2	\$4,991.33	7/15/2022
Dover	Janssen Payment Year 1	\$5,245.65 \$4,995.63	9/30/2022
Dracut	Distributor Payment Year 1		11/2/2022
Dracut	Distributor Payment Year 2	\$14,941.88	7/15/2022
Dracut	Janssen Payment Year 1	\$15,703.19 \$5,319.41	9/30/2022
Dracut	Janssen Payment Year 2		11/2/2022
Dracut	Janssen Payment Year 3	\$12,410.28	11/2/2022
Dracut	Janssen Payment Year 4	\$9,932.91	11/2/2022
Dracut	Janssen Payment Year 5	<u>\$15,251.61</u> \$16,904.78	11/2/2022
Dudley	Distributor Payment Year 1		11/2/2022
Dudley	Distributor Payment Year 2	\$1,310.16	7/15/2022
Dudley	Janssen Payment Year 1	\$1,376.91	9/30/2022
Dudley	Janssen Payment Year 2	\$466.42	11/2/2022
Dudley	Janssen Payment Year 3	\$1,088.18	11/2/2022
Dudley	Janssen Payment Year 4	\$870.95	11/2/2022
Dudley	Janssen Payment Year 5	\$1,337.32	11/2/2022
	Janssen rayment Tear 5	\$1,482.27	11/2/2022

Dukas County	Distributor Desmand Marcul		
Dukes County	Distributor Payment Year 1	\$396.25	7/15/2022
Dukes County	Distributor Payment Year 2	\$416.44	9/30/2022
Dukes County	Janssen Payment Year 1	\$141.07	11/2/2022
Dukes County	Janssen Payment Year 2	\$329.12	11/2/2022
Dukes County	Janssen Payment Year 3	\$263.42	11/2/2022
Dukes County	Janssen Payment Year 4	\$404.47	11/2/2022
Dukes County	Janssen Payment Year 5	\$448.31	11/2/2022
Duxbury	Distributor Payment Year 1	\$27,329.32	8/31/2022
Duxbury	Distributor Payment Year 2	\$28,721.78	9/30/2022
Duxbury	Janssen Payment Year 1	\$9,729.41	11/2/2022
Duxbury	Janssen Payment Year 2	\$22,698.92	11/2/2022
Duxbury	Janssen Payment Year 3	\$18,167.71	11/2/2022
Duxbury	Janssen Payment Year 4	\$27,895.82	11/2/2022
Duxbury	Janssen Payment Year 5	\$30,919.54	11/2/2022
East Bridgewater	Distributor Payment Year 1	\$16,856.54	7/15/2022
East Bridgewater	Distributor Payment Year 2	\$17,715.40	9/30/2022
East Bridgewater	Janssen Payment Year 1	\$6,001.04	11/2/2022
East Bridgewater	Janssen Payment Year 2	\$14,000.54	11/2/2022
East Bridgewater	Janssen Payment Year 3	\$11,205.72	11/2/2022
East Bridgewater	Janssen Payment Year 4	\$17,205.95	11/2/2022
East Bridgewater	Janssen Payment Year 5	\$19,070.97	11/2/2022
East Longmeadow	Distributor Payment Year 1	\$19,833.88	8/15/2022
East Longmeadow	Distributor Payment Year 2	\$20,844.44	9/30/2022
East Longmeadow	Janssen Payment Year 1	\$7,060.99	11/2/2022
East Longmeadow	Janssen Payment Year 2	\$16,473.43	11/2/2022
East Longmeadow	Janssen Payment Year 3	\$13,184.96	11/2/2022
East Longmeadow	Janssen Payment Year 4	\$20,245	11/2/2022
East Longmeadow	Janssen Payment Year 5	\$22,439.43	11/2/2022
Eastham	Distributor Payment Year 1	\$5,747.15	8/31/2022
Eastham	Distributor Payment Year 2	\$6,039.97	9/30/2022
Eastham	Janssen Payment Year 1	\$2,046.02	11/2/2022
Eastham	Janssen Payment Year 2	\$4,773.41	11/2/2022
Eastham	Janssen Payment Year 3	\$3,820.53	11/2/2022
Eastham	Janssen Payment Year 4	\$5,866.28	11/2/2022
Eastham	Janssen Payment Year 5	\$6,502.14	11/2/2022
Easthampton	Distributor Payment Year 1	\$19,503.40	7/15/2022
Easthampton	Distributor Payment Year 2	\$20,497.12	9/30/2022
Easthampton	Janssen Payment Year 1	\$19,520.19	11/2/2022
Easton	Distributor Payment Year 1	\$41,460.23	
Easton	Distributor Payment Year 2	\$43,572.68	7/15/2022
Easton	Janssen Payment Year 1		9/30/2022
Easton	Janssen Payment Year 2	\$14,760.11	11/2/2022
Easton	Janssen Payment Year 3	\$34,435.63	11/2/2022
Easton		\$27,561.51	11/2/2022
	Janssen Payment Year 4	\$42,319.64	11/2/2022

Easton	Janssen Payment Year 5	\$46,906.81	11/2/2022
Edgartown	Distributor Payment Year 1	\$5,914.34	8/31/2022
Edgartown	Distributor Payment Year 2	\$6,215.69	9/30/2022
Edgartown	Janssen Payment Year 1	\$2,105.54	11/2/2022
Edgartown	Janssen Payment Year 2	\$4,912.28	11/2/2022
Edgartown	Janssen Payment Year 3	\$3,931.68	11/2/2022
Edgartown	Janssen Payment Year 4	\$6,036.94	11/2/2022
Edgartown	Janssen Payment Year 5	\$6,691.30	11/2/2022
Egremont	Distributor Payment Year 1	\$370.65	7/15/2022
Egremont	Distributor Payment Year 2	\$389.54	9/30/2022
Egremont	Janssen Payment Year 1	\$131.95	11/2/2022
Egremont	Janssen Payment Year 2	\$307.85	11/2/2022
Egremont	Janssen Payment Year 3	\$246.40	11/2/2022
Egremont	Janssen Payment Year 4	\$378.33	11/2/2022
Egremont	Janssen Payment Year 5	\$419.34	11/2/2022
Erving	Distributor Payment Year 1	\$3,752.13	8/31/2022
Erving	Distributor Payment Year 2	\$3,943.30	9/30/2022
Erving	Janssen Payment Year 1	\$1,335.78	11/2/2022
Erving	Janssen Payment Year 2	\$3,116.40	11/2/2022
Erving	Janssen Payment Year 3	\$2,494.30	11/2/2022
Erving	Janssen Payment Year 4	\$3,829.90	11/2/2022
Erving	Janssen Payment Year 5	\$4,245.04	11/2/2022
Essex	Distributor Payment Year 1	\$827.72	7/15/2022
Essex	Distributor Payment Year 2	\$869.89	9/30/2022
Essex	Janssen Payment Year 1	\$294.67	11/2/2022
Essex	Janssen Payment Year 2	\$687.48	11/2/2022
Essex	Janssen Payment Year 3	\$550.24	11/2/2022
Essex	Janssen Payment Year 4	\$844.87	11/2/2022
Essex	Janssen Payment Year 5	\$936.45	11/2/2022
Everett	Distributor Payment Year 1	\$31,902.82	7/15/2022
Everett	Distributor Payment Year 2	\$33,528.30	9/30/2022
Everett	Janssen Payment Year 1	\$11,357.61	11/2/2022
Everett	Janssen Payment Year 2	\$26,497.53	11/2/2022
Everett	Janssen Payment Year 3	\$21,208.03	11/2/2022
Everett	Janssen Payment Year 4	\$32,564.12	11/2/2022
Everett	Janssen Payment Year 5	\$36,093.86	11/2/2022
Fairhaven	Distributor Payment Year 1	\$23,848.17	7/29/2022
Fairhaven	Distributor Payment Year 2	\$25,063.27	9/30/2022
Fairhaven	Janssen Payment Year 1	\$23,868.71	11/2/2022
Fall River	Distributor Payment Year 1	\$153,779.17	7/15/2022
Fall River	Distributor Payment Year 2	\$161,614.41	9/30/2022
Fall River	Janssen Payment Year 1	\$54,746.37	11/2/2022
Fall River	Janssen Payment Year 2	\$127,724.39	11/2/2022
all River	Janssen Payment Year 3	\$102,227.76	11/2/2022

Fall River Janssen Payment Year 4 \$156,966.78 11/2/2022 Fall River Janssen Payment Year 5 \$173,980.98 11/2/2022 Falmouth Distributor Payment Year 1 \$48,442.14 8/15/2022 Falmouth **Distributor Payment Year 2** \$50,910.32 9/30/2022 Falmouth Janssen Payment Year 1 \$17,245.71 11/2/2022 Falmouth Janssen Payment Year 2 \$40.234.59 11/2/2022 Falmouth Janssen Payment Year 3 \$32,202.87 11/2/2022 Falmouth Janssen Payment Year 4 \$49,446.27 11/2/2022 Falmouth Janssen Payment Year 5 \$54,805.93 11/2/2022 Fitchburg Distributor Payment Year 1 \$50,492.87 7/29/2022 Fitchburg Distributor Payment Year 2 \$53,065.55 9/30/2022 Fitchburg Janssen Payment Year 1 \$17,975.79 11/2/2022 Fitchburg Janssen Payment Year 2 \$41,937.87 11/2/2022 Fitchburg Janssen Payment Year 3 \$33,566.14 11/2/2022 Fitchburg Janssen Payment Year 4 \$51,539.52 11/2/2022 Fitchburg Janssen Payment Year 5 \$57,126.07 11/2/2022 Foxborough Distributor Payment Year 1 \$18,901.87 7/29/2022 Foxborough **Distributor Payment Year 2** \$19,864.94 9/30/2022 Foxborough Janssen Payment Year 1 \$6,729.19 11/2/2022 Foxborough Janssen Payment Year 2 \$15,699.33 11/2/2022 Foxborough Janssen Payment Year 3 \$12,565.39 11/2/2022 Foxborough Janssen Payment Year 4 \$19,293.68 11/2/2022 Foxborough Janssen Payment Year 5 \$21,384.99 11/2/2022 Framingham Distributor Payment Year 1 \$50,410.17 7/15/2022 Framingham **Distributor Payment Year 2** \$52,978.63 9/30/2022 Framingham Janssen Payment Year 1 \$17,946.34 11/2/2022 Framingham Janssen Payment Year 2 \$41,869.18 11/2/2022 Framingham Janssen Payment Year 3 \$33,511.16 11/2/2022 Framingham Janssen Payment Year 4 \$51,455.10 11/2/2022 Framingham Janssen Payment Year 5 \$57,032.50 11/2/2022 Franklin Distributor Payment Year 1 \$32,914.24 7/15/2022 Franklin **Distributor Payment Year 2** \$34,591.26 9/30/2022 Franklin Janssen Payment Year 1 \$11,717.68 11/2/2022 Franklin Janssen Payment Year 2 \$27,337.59 11/2/2022 Franklin Janssen Payment Year 3 \$21,880.40 11/2/2022 Franklin Janssen Payment Year 4 \$33.596.51 11/2/2022 Franklin Janssen Payment Year 5 \$37,238.15 11/2/2022 Freetown Distributor Payment Year 1 \$2,535.09 7/15/2022 Freetown Distributor Payment Year 2 \$2,664.25 9/30/2022 Freetown Janssen Payment Year 1 \$902.51 11/2/2022 Freetown Janssen Payment Year 2 \$2,105.57 11/2/2022 Freetown Janssen Payment Year 3 \$1,685.25 11/2/2022 Freetown Janssen Payment Year 4 \$2,587.64 11/2/2022 Freetown Janssen Payment Year 5 \$2,868.12 11/2/2022

Estimated Maximum I
Municipal
Abatement
Payments to
o Participatin
Ig Subdivision
s, By Pay
ment

Municipal Allocation of J&J Abatement		2022 Lump Sum 202 (Default)	2022-2025 Equal Payments (Election)	2026-2028)28	2029-2031	Total
Funds, by Payment	ŝ	29,238,656 \$	7,309,664	\$ 1,474,708	708 \$	1,877,561 \$	39,295,463
Abington	s	70,199 \$	17.550	ŝ	3.541 \$		0/ 2/
Acton	ŝ	46,387 \$	11,597	<u>v</u> :	2,340 \$	2.979 \$	5, 174 172 CY
Acushnet	\$	45,241 \$	11,310	\$	2,282 \$	2.905 \$	2,2
Adams	ŝ	5,548 \$	1,387	\$	280 \$	356 S	7.456
Agawam	\$	126,951 \$	31,738	\$ 6,	6,403 \$	8,152 \$	170,617
Alford	s	218 \$	54	s	11 \$	14 \$	293
Amesbury	Ŷ	75,464 \$	18,866	\$ J	\$ 906	4,846 \$	101.420
Amherst	\$	107,478 \$	26,870	\$ 5,	5,421 \$	6,902 \$	144,446
Andover	s	207,674 \$	51,919	\$ 10,474	474 \$	13,336 \$	279,105
Aquinnah	s	1,441 \$	360	\$	73 \$	\$ E6	1,937
Arlington	ŝ	97,956 \$	24,489	\$ 4,9	941 \$	6,290 \$	131,649
Ashburnham	s	4,098 \$	1,025	••	207 \$	263 \$	5,508
Ashby	\$	2,043 \$	511	\$	103 \$	131 \$	2,746
Ashfield	\$	798 \$	200	s,	40 \$	51 \$	1.073
Ashland	\$	47,189 \$	11,797	\$ 2,3	2,380 \$	3,030 \$	63,420
Athol	\$	10,513 \$	2,628	s.	\$ 055	675 \$	14,129
Attleboro	Ŷ	273,592 \$	68,398	\$ 13,799	\$ 66,	17,569 \$	367,696
Auburn	\$	88,789 \$	22,197	\$ 4,478	78 \$	5,702 \$	119,328
Avon	Ś	21,633 \$	5,408	\$ 1,091	91 \$	1,389 \$	29,074
Ayer	ş	5,240 \$	1,310	15	264 \$	336 \$	7,042
Barnstable	ŝ	250,818 \$	62,705	\$ 12,651	51 \$	16,106 \$	337,089
Barnstable County	s	18,698 \$	4,674	45	943 \$	1,201 \$	25,129
Barre	ŝ	2,822 \$	706	\$	142 \$	181 \$	3,793
Decket	- 10	1,967 \$	492	\$	\$ 66	126 \$	2,644
Bearlord	ŝ	57,978 \$	14,495	\$ 2,924	24 \$	3,723 \$	77,920
Beicher	s	102,124 \$	25,531	\$ 5,151	51 \$	6,558 \$	137,251
Bellingham	\$	57,339 \$	14,335	\$ 2,8	92 \$	3,682 \$	77,061
Beimont	is.	70,767 \$	17,692	\$ 3,569	\$ 69	4,544 \$	95,107
berkiev	s	35,459 \$	298'8	\$ 1,788	\$ 88	2,277 \$	47,656
Berlin	\$	11,630 \$	2,907	UN UN	587 \$	2 TAT &	

ayment	Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By P
	ns, By Payment

Municipa	Municipal Allocation of J&J Abatement	2022	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	202	2025-2028	2029-2031	Total
	Funds, by Payment	*01	29,238,656	\$ 7,309,664	S I	1,474,708 \$	1,877,561 \$	39,295,463
Bernardston		\$	1,192 \$	298	^	2		
Beverly		17		33	s d	7.081 \$		1,601
Billerica		ŝ	113,180	28,295	\$ A	5.708 \$	7 7 7 7 7	153 100
Blackstone		10	6,476	1,619	\$	327 \$	416 \$	102,100 8 703
Biandford		ŝ	263 \$	66	ŝ	13 \$	17 \$	354
notion		**	3,219 \$	805	ŝ	162 \$	207 \$	4 326
Boston		ţ,	3,092,508 \$	773,127	\$	155,977 \$	198,585 S	4 156 194
Bourne		ŝ	110,638 \$	27,659	ŝ	5,580 \$	7,105 \$	148.692
Bowford		~~~~	11,675 \$	2,919	\$	\$ 685	750 \$	15,691
Bowleton		· • ‹/	26,675 \$	6,669	ŝ	1,345 \$	1,713 \$	35,850
Benjaturi		Ś	16,443 \$	4,111	ŝ	829 \$	1,056 \$	22,099
Browstor		· · ·	130,323 \$	32,581	ŝ	6,573 \$	\$ 695'8	175,149
Brideowster		vi	37,556 \$	9,389	*	1,894 \$	2,412 \$	50,474
Brimfield		U1	16,679 \$	4,170	10	841 \$	1,071 \$	22,416
Brintol County			10,399 \$	2,600	ŝ	524 \$	\$ 899	13,975
Brockton			29,680 \$	7,420	ŝ	1,497 \$	1,906 \$	39,888
BIOLKION			618,992 \$	154,748	10	31,220 \$	39,749 \$	831.898
Brockielu			10,905 \$	2,726 1	\$	550 \$	700 \$	14,655
brookine			241,072 \$	60,268	\$	12,159 \$	15,480 \$	323,990
Buckland	10		918 \$	230	\$	46 Ş	59 \$	1.234
puttingion	10		88,732 \$	22,183	ŝ	4,475 \$	\$ 869'5	119,252
Canton			1,258,835 \$	314,709 \$	~	63,492 \$	80,836 \$	1,691,818
Carliela			\$ 080,28	21,270 \$	v	4,291 \$	5,463 \$	114,344
Carver			15,384 \$	3,846 \$		776 \$	\$ 886	20,675
Charlemont			63,727 \$	15,932 \$		3,214 \$	4,092 \$	85,646
Charlton			1,952 \$	488 \$		\$ 86	125 \$	2,624
Chatham			8,929 \$	2,232 \$		450 \$	573 \$	12,000
Chelmsford			49,277 \$	12,319 \$		2,485 \$	3,164 \$	66,226
Chelsea			92,471 \$	23,118 \$		4,664 \$	5,938 \$	124,277
Cheshire	~ 4		153,095 \$	38,274 \$		7,722 \$	9,831 \$	205,752
	U		463 Ş	116 \$	•	23 \$	\$ 0E	622

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Municipal Allocation of J&J Abatement	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	2026-2028	2029-2031	Total
Funds, by Payment	\$ 29,238,656	\$ 7,309,664	\$ 1,474,708 \$	1,877,561 \$	39,295,463
Chester	\$ 2.831	802 \$	2 CM - 2		
Chesterfield	\$ 4,913		2 143 4 248 4	5 78T	3,805
Chicopee	\$ 257,796	\$ 64,449	\$ 13,002 \$	15 554 5	
Chilmark	\$ 1,822	\$ 456	s 26 S	2 117 ¢	J-10,400
Clarksburg	988'8 \$	\$ 2,222	\$ 448 \$	571 \$	ברד,2 באס 11
Clinton	\$ 69,347	\$ 17,337	\$ 3,498 \$	4.453 \$	02 100
Cohasset	\$ 41,836	\$ 10,459	\$ 2,110 \$	2.687 \$	נייד הייד
Colrain	\$ 468	\$ 117	\$ 24 S	> 06	
Concord	\$ 51,156	\$ 12,789	\$ 2,580 \$	3.285 \$	68.751
Conway	\$ 10,368	\$ 2,592	\$ 523 \$	\$ 999	13.934
Cummington	\$ 285	\$ 71	\$ 14 \$	18 \$	ESE
Dalton	\$ 3,597	668 \$	\$ 181 \$	231 \$	4.835
Uanvers	\$ 118,047	\$ 29,512	\$ 5,954 \$	7,580 \$	158.650
Dartmouth	\$ 160,985	\$ 40,246	\$ 8,120 \$	10,338 \$	216.3
Deanam	\$ 93,237	\$ 23,309	\$ 4,703 \$	\$ 286'5	125,307
Deemield	\$ 25,517	\$ 6,379 :	\$ 1,287 \$	1,639 \$	34,293
Dennis	\$ 28,367	\$ 7,092 :	\$ 1,431 \$	1,822 \$	38,124
	\$ 6,688	\$ 1,672 :	\$ 337 \$	429 \$	686'8
Selanon	\$ 48,513	\$ 12,128 (\$ 2,447 \$	3,115 \$	65,199
Dover	\$ 19,983	\$ 4,996 (\$ 1,008 \$	1,283 \$	26,856
	\$ 59,819	\$ 14,955	\$ 3,017 \$	3,841 \$	80,394
Dudiey	\$ 5,245	\$ 1,311 \$	\$ 265 \$	337 \$	7,049
Duratable	\$ 1,586	\$ 795	\$ 08	102 \$	2,132
Direktor	\$ 1,217	304 4	61 \$	¢ 87	1,635
East Bridgewater	\$ 109,411	\$ 27,353 \$	5,518 \$	7,026 \$	147,044
Cast Drockfact	\$ 67,484	\$ 16,871 \$	3,404 \$	4,334 \$	90,696
Fort Dogmond.	\$ 1,531	\$ 585	\$ 17	\$ 86	2,058
Eastham Last ConglinedQOW	\$ 79,404	\$ 19,851 \$	4,005 \$	\$ 660'S	106,715
Fasthamaton	\$ 23,008	\$ 5,752 \$	1,160 \$	1,477 \$	30,922
Faston	\$ 78,081	\$ 19,520 \$	3,938 \$	5,014 \$	104,937
	\$ 165,984	5 41,496 \$	8,372 \$	10,659 \$	223,075

Estimated Maximum Municipal Abatement Payments to Parti
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Hampdon		Hamilton	Halifax	Hadley	Groveland		Groton	Greenfield	Great Barrington	Granville	Granby	Gratton	GOSTIOID		Gorbon	Glourester	C:II Ceoigerowii		Gardoor	Freehwa	Emotion			Florida				Fairbacon	Everett			Egremont	Edeathown	Municipal Allocation of J&J Abatement
\$	v	2 4	n +	ŝ	Ş	\$		n (•	s	Ş	ŝ	Ş	ŝ	. 15	\$. 0	ŝ		s	s	۰.	Ş	5	5	s	5) to					Abatement
2 527 \$	4,349 \$	21,756 \$	e trefee	30 311 4	3,203 \$	3,300 \$	132,244 Ş	¢ 000'0		6.017 \$	41,560 \$	81,515 \$	340 \$	602 \$	123,370 \$	944 \$	39,798 \$	90,072 \$	10,149 \$	131,770 \$	201,814 \$	75,673 \$	4,996 \$	202,145 \$	193,935 \$	615,646 \$	95,475 \$	127,721 \$	3,314 \$	15,021 \$	1,484 Ş	23,678 \$	\$ 29,238,656 \$	2022 Lump Sum (Default)
LCJ	1,087	5,439	815'1	413 C	801	825	33,061	1,745	t,jut	1 504	10 390	20,379	58	151	30,842	236	9,950	22,518	2,537	32,943	50,454	18,918	1,249	50,536	48,484	153,912	23,869	31,930	828	3,755	371	5,919	7,309,664	2022-2025 Equal Payments (Election)
	\$ 219 \$	\$ 1,097 \$	\$ 1,529 \$	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	5 160 A	\$ 166 \$	\$ 6,670 \$	\$ 352 \$	¢ ENF	¢ 050'7 ¢	2 2002 6	\$ 4.111 S	\$ 17 \$	\$ 30 \$	\$ 6,222 \$	\$ 48 \$	\$ 2,007 \$	\$ 4,543 \$	\$	\$ 6,646 \$	\$ 10,179 \$	\$ 3,817 \$	ŝ	\$	ŝ	\$	s	\$ 6,442 \$	10	5 \$ 758 \$	1 \$ 75 \$	9\$ 1,194\$	4 \$ 1,474,708 \$	2026-2028
	279 \$	1,397 \$	1,946 \$	208 \$		212 \$	8,492 \$	448 \$	386 Ş	2,669 \$		2 DEC 2	22 \$	39 S	7,922 \$	61 \$	2,556 \$	5,784 \$	652 \$	8,462 \$	12,960 \$	4,859 \$	321 \$	12,981 \$	12,454 \$	39,534 S	6,131 \$	8,202 \$	213 \$	\$ 236	\$ 56	1,520 \$	1,877,561 \$	2029-2031
0,040	5 245	29,239	40,736	4,305	4,400	2 A 35	177,730	9,381	8,087	55,855	202,501	100 553	459	608	165.803	1,269	53,487	121.053	13,640	177,093	271.229	101.701	6.715	271.674	260,641	827.401	128.314	171,652	4,453	20,188	1,994	31,822	39,295,463	Total

Municip	Municipal Allocation of J&J Abatement	2022 (D	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	hents	2026	2026-2028		2029-2031	Total
	Funds, by Payment	\$	29,238,656		7,309,664	\$ 1,4	1,474,708	s	1,877,561 \$	39,295,463
Hancock		\$	2,342	S	282	S	118	ŝ	150 ¢	2112
Hanover		\$			21,783	IN 1	4.395	<u>м</u> 1	2 202 ¢	3,14/
Hanson		ŝ	8,951		2,238	ŝ	451	¢γ	575 \$	17 nan
Hardwick		\$	1,359		340	ŝ	69	1 5 -	2 28	1.877
Harvard		ŝ	48,131		12,033	\$	2,428	Ś	3.091 \$	64 686
Harwich		ŝ	83,749	2	20,937	ŝ	4,224	ŝ	5.378 \$	112 554
Hatfield		÷	18,344		4,586	ŝ	925	s ·	1.178 \$	24 654
Haverhill		\$	238,089	UT UT	59,522	\$	12,008	\$	15.289 S	319.981
Hawley		ŝ	79		20	\$	4	Ś	un Ior -	105
Heath		ŝ	345		86	\$	17	ŝ	22 \$	463
Hingham		\$	141,185	w	35,296	ŝ	7,121	17	\$ 9,066	189.747
Hinsdale		ŝ	1,082 \$		271	ŝ	S	Ś	\$ 69	1.455
Holbrook		-05	35,744		8,936	\$	1,803	\$	2,295 \$	48,039
		\$	10,051		2,513	*	507	\$	645 \$	13,508
nollano		\$	6,960 \$		1,740	ŝ	351	\$	447 \$	9,354
Holliston		s	48,893 \$		12,223	5	2,466	ŝ	3,140 \$	65,710
нојуоке		v	282,582 \$	7(70,645	۰۵ ب	14,253	NA.	18,146 \$	379,777
Hopedale		VF	40,124 \$	10	10,031	**	2,024	v,	2,577 \$	53,925
норкілтол		v	59,282 \$	14	14,820	**	2,990	v,	3,807 \$	79,672
Huppardston		V.	2,241 \$		560		113	v,	144 \$	3,012
nuason			58,317 \$	14	14,579		2,941		3,745 \$	78,375
			57,157 \$	14	14,289		2,883		3,670 \$	76,816
numanguon			777 \$		194		39		50 \$	1,044
Kingston			\$ 908 ⁽⁰⁹	15	15,201 \$		3,067 \$		3,905 \$	81,720
Interville			40,039 \$	10	10,010	1	2,019 \$		2,571 \$	53,810
			5,913 \$		1,478 \$	•••	298 \$		\$ 086	7,947
			3,411 \$		853 \$		172 \$		219 \$	4,584
Lancono			16,819 \$		4,205 \$		848 \$		1,080 \$	22,605
			431,529 \$	107	107,882 \$	2	21,765 \$		27,711 \$	579,955
			44,414 \$	11	11,104 \$	N	,240 \$		2,852 \$	59,691
			56,322 \$	14	14,081 \$	N	2,841 \$		3,617 \$	75,695

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Municipal Allocation of J&J Abatement Funds, by Payment			2022-2025 Equal P (Election)			2029-2031
Lenox	in in	4	\$ 7,309,564	° 5 1,4	- v	1,877,561
Leominster	n v	47,058	11,765	- 55	ω γ	3,022
Leverett	n t	11 550	57,765	• • • •	4 5	14,837
Lexington	s	148,852	2,050	3 <u>כ</u> 1 בטא מילה 2 3	o u o v	742
Leyden	ŝ	225	56	6 - 1	ι Ν	200,e 14
Uncoln	\$	32,151	8,038	۰ م ب	5	590 C
Littleton	ŝ	30,513	7,628	\$	ω (1.959
Longmeadow	ŝ	87,485 \$	21,871	\$	и ·	
Lowell	s	299,476 \$	74,869	s -	n 1	2010
Ludlow	4A	\$ 696'88	22.241	is i	~ U	19,231
Lunenburg	s	56,034 \$	14,009	se ·	~ ·	3 208 2,72
Lynn	s	465,409 \$	116,352	**	s	29,886
	ŝ	68,218 \$	17,055	s	**	4,381
	\$	136,245 \$	34,061	\$ 6,872	\$	8,749
ivialicitester-by-ine-sea	s	5,880 \$	1,470	ŝ	s	
Manstield	s	199,311 \$	49,828	\$ 10	5	12.799
Marbiehead	s	101,923 \$	25,481	۱ ۸	in (6,545
	s	20,409 \$	5,102	s	Ś	1,311
Indition ough	\$	107,256 \$	26,814	\$ 5,410	s	6,887
Mashnoo	• 10	144,163 \$	36,041	\$ 7,271	s	9,257
Mattanoisett	• •/	101,141 \$	25,285	\$ 5,101	s	6,495
Mavnard	e ko	24,669 \$	6,167	\$ 1,244	ŝ	1,584
Medfield	r v	29,676 S	7,419	\$ 1,497	\$	1,906
Medford	n u	5 /76'ng	15,232	\$ 3,073	Ś	3,912
Medway	r v	116,142 \$	29,035	\$ 5,858	Ś	7,458
Melrose	r v	55,744 5	14,186	\$ 2,862	\$	3,644
Mendon	v	67,144 \$	16,786	\$ 3,387	\$	4,312
Merrimac	e ka	4,798 \$	1,199	\$ 242	ŝ	308
Methuen	s v	2,934 \$	733	\$ 148	ŝ	188
Middleborough	r v	209,034 \$	52,258	\$ 10,543	ŝ	13,423
	ŝ	115,008 Ş	28,752	\$ 5,801	ŝ	7,385

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Municipal Allocation of J&J Abatement	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	2026	2026-2028	2029-2031	Total
Funds, by Payment	8,656	\$ 7,309,664	\$ 1,4	\$ 1,474,708	\$ 1,877,561 \$	39,295,463
Middlefield	56 \$	\$ 24	S	u	ъ ч С	178
Middleton		6,	s s	1,352	5 1.722 S	8tU 9t
Milford	\$ 155,664	38,916		7,851	\$ 966'6	209.206
Millbury	\$ 68,195	17,049		3,440	\$ 4,379 \$	91.650
Millis	\$ 29,233	7,308		1,474	\$ 1.877 \$	39.287
Millville	\$ 1,817	454	sta -	92	5 117 S	2 441
Milton	\$ 102,934	25,733	s.	5,192	\$ 6,610 \$	138,338
Monroe	30 4	7	ŝ	2	\$ 2 \$	40
Monson	37,024	9,256	\$	1,867	\$ 2,377 \$	49,758
Montague	\$ 8,521	2,130	s	430	\$ 547 \$	11,451
Monterey	5 1,232 9	308	1/1	62	\$ 79 \$	1,656
Montgomery	68 6	17	\$	w	\$ 4 \$	91
Mt Washington	51	13	s.	w	\$ \$ \$	69
Nanant	10,394	2,599	ŝ	524	\$ 667 \$	13,969
Nantucket	32,230	8,058	s	1,626	\$ 2,070 \$	43,316
Natick	100,046	25,011	ŝ	5,046	6,424 \$	134,457
Needham	143,681 \$	35,920	ŝ	7,247	9,226 \$	193,100
New Ashford	78 5	20	ţ,	4	5	105
New Bedford	690,541 \$	172,635	**	14,829	44,343 \$	928,056
New Braintree	394 \$	66	\$	20 \$	25 \$	530
New Mariborough	\$ 696	241	\$	49 \$	5 62 \$	1,294
New Salem	716 \$	179	ŝ	36 \$	46 \$	962
Newbury	3,959 \$	066	s	200 \$	254 \$	5,321
Newburyport	84,960 \$	21,240	\$	4,285 \$	5,456 \$	114,183
Newton	294,985 \$	73,746	\$ 1	4,878 \$	18,942 \$	396,447
Nortolk	16,462 \$	4,115	ŝ	830 \$	1,057 \$	22,124
S Nortolk County	26,110 \$	6,527	ŝ	1,317 \$	1,677 \$	35,090
North Adams	100,250 \$	25,062	s	5,056 \$	6,438 \$	134,731
North Andover 5	131,421 \$	32,855	43	6,628 \$	8,439 \$	176,624
North Attleborough	186,249 \$	46,562	43	9,394 \$	11,960 \$	250,310
North Brookheid	20,430 \$	5,107	۰¢۰	1,030 \$	1,312 \$	27,457

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Municipal Allocation of J&J Abatement	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	2026-2028	2029-2031	Total
Funds, by Payment	\$ 29,238,656	\$ 7,309,664	\$ 1,474,708 \$	1,877,561 \$	39,295,463
North Reading	\$ 48,660	\$ 12,165	\$ 2,454 S	3.125 \$	65 307
Northampton	\$ 158,054		\$ 7,972 \$	10,149 \$	212,418
Northborough	\$ 70,835	\$ 17,709	\$ 3,573 \$	4.549 \$	95.199
Northbridge	\$ 82,545	\$ 20,636	\$ 4,163 \$	5,301 \$	110.937
Northfield	\$ 4,474	\$ 1,118	\$ 226 \$	287 \$	6,013
Norton	\$ 133,440	\$ 33,360	\$ 6,730 \$	\$ 695'8	179,338
Norwell	\$ 80,519	\$ 20,130	\$ 4,061 \$	5,171 \$	108,214
Norwood	\$ 99,771	\$ 24,943	\$ 5,032 \$	6,407 \$	134,087
Oak Bluffs	\$ 22,488	\$ 5,622	\$ 1,134 \$	1,444 \$	30,223
Oakham	\$ 768	\$ 192	\$ 95 \$	49 \$	1,032
Orange	\$ 40,253	\$ 10,063	\$ 2,030 \$	2,585 \$	54,099
Orleans	\$ 27,340	\$ 6,835	\$ 1,379 \$	1,756 \$	36,743
Otis	\$ 1,031	\$ 258	\$	66 Ş	1,386
Oxford	\$ 68,308	\$ 17,077	\$ 3,445 \$	4,386 \$	91,803
Palmer	\$ 47,418	\$ 11,855	\$ 2,392 \$	3,045 \$	63,728
Paxton	\$ 3,365	\$ 841	\$ 170 \$	216 \$	4,523
Peabody	\$ 209,434	\$ 52,359	\$ 10,563 \$	13,449 \$	281,471
Pelham	\$ 6 885	\$ 1,721	\$ 347 \$	442 \$	9,253
Pembroke	\$ 99,067	\$ 24,767	\$ 4,997 \$	6,362 \$	133,142
Pepperell	\$ 2,993	\$ 748	\$ 151 \$	192 \$	4,022
Peru	\$ 337	\$ 84	\$ 17 \$	22 \$	453
Petersham	\$ 4,672	\$ 1,168	\$ 236 \$	\$ 005	6,278
Phillipston	\$ 1,165	\$ 291	\$ 65 \$	75 \$	1,565
Pittsfield	\$ 337,472	\$ 84,368	\$ 17,021 \$	21,671 \$	453,547
Plaintield	\$ 146	\$ 36	\$ 7 \$	\$ 6	196
Plainville	\$ 21,578	\$ 5,395	\$ 1,088 \$	1,386 \$	29,000
Plymouth	\$ 313,647	\$ 78,412	\$ 15,819 \$	20,141 \$	421,528
Plymouth County	\$ 262	\$	\$ 13 \$	17 \$	353
Plympton	\$ 9,121	\$ 2,280	\$ 460 \$	586 \$	12,258
Princeton	\$ 2,749	\$ 687	\$ 139 \$	177 \$	3,694
Provincetown	\$ 26,169	\$ 6,542	\$ 1,320 \$	1,680 \$	35,170

Estimated Maximum Municipal Abat
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By Payment

Municipal Allocation of J&J Abatement		2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	202	2026-2028	2029-2031	Total
Funds, by Payment	w	29,238,656 \$		\$ 1,	1,474,708	\$ 1,877,561 \$	39,295,463
Quincy	s	300,496	75,124	S	15.156	5 70 205 5	ADD OFA
Randolph	\$	102,858	25,715	ŝ	5,188	\$ 6.605 \$	138 737
Raynham	\$	21,630	5,407	\$	1,091	\$ 1,389 \$	29.070
Reading	\$	72,041 \$	18,010	\$	3,634	\$ 4,626 \$	96.820
Rehoboth	s	10,024 \$	2,506	\$	506	\$ 644 \$	13,472
Revere	s	168,267	42,067	ŝ	8,487	\$ 10.805 \$	226 144
Richmond	s	10,139 \$	2,535	in	511	\$ 651 \$	13.626
Kochester	ŝ	19,203 \$	4,801	s	969	\$ 1,233 \$	25,808
Kockland	s	89,132 \$	22,283	ŝ	4,496	\$ 5,724 \$	119,790
Kockport	s	34,751 \$	8,688	ŝ	1,753	\$ 2,232 \$	46,704
nowe	ŝ	\$ 680'2	1,772	ŝ	358	\$ 455 \$	9,528
nowley	S	3,934 \$	E86	ŝ	198	\$ 253 \$	5,287
Royalston	- 05	\$ 909	152	\$	31	\$ 66 \$	815
	- vi	361 \$	90	ŝ	18	\$ 23 \$	485
Colora Colora	- en	3,575 \$	894	1A	180	\$ 230 \$	4,805
Saletti	s	182,875 \$	45,719	ŝ	9,224	\$ 11,743 \$	245,775
Salisbury	**	9,336 \$	2,334	\$	471	\$ 599 \$	12.547
sandistield	\$	\$ 909	151	ŝ	31	\$ 96	814
Sandwich	th a	144 582 \$	36,146	s	7,292	9,284 \$	194.312
ราชิทธุ	ŝ	97,388 \$	24,347	\$	4,912	6,254 \$	130,885
Savoy	ŝ	3,019 \$	755	17	152	194 \$	4,057
Social	s.	115,158 \$	28,789	s	\$ 808'5	7,395 \$	154,767
Sharoo	10	97,223 \$	24,306	5	4,904 \$	6,243 \$	130,664
Chaffield	- 40	92,330 \$	23,082	4	4,657 \$	\$ 5,929	124,087
Shelburne	s v	1,947 \$	487	\$	\$ 86	125 \$	2,616
Sharborn		4,260 \$	1,065	ŝ	215 \$	274 \$	5,726
Shirley	e er	10,565 \$	2,641	105	533 \$	678 \$	14,199
Shraushing	i ka	1,452 \$	363 (v,	73 \$	\$ E6	1,951
Shitechury	n in	189,209 \$	47,302	~~	9,543 \$	12,150 \$	254,289
Somercet	5 V	10,473 \$	2,618		528 \$	673 \$	14,075
	v	86,070 \$	21,518		4,341 \$	5,527 \$	115,675

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Municipal Allocation of J&J Abatement Funds, by Payment	w		2022-2025 Equal Payments (Election)		2029-2031
	- co	29,238,656 \$	7,309,664	\$ 1,474,708	\$
Somerville	s	161,933 \$	40,483	\$ 8,167	0.
South Hadley	\$	96,181 \$	24,045	\$ 4,851	6.176
Southampton	s	22,627 \$	5,657	\$ 1.141	
Southborough	ŝ	63,556 \$	15,889	\$ 3,206	
Southbridge	ŝ	84,971 \$	21,243	\$ 4,286	
Southwick	ş	4,832 \$	1,208	\$ 244	310
Spencer	Ş	5,940 \$	1,485	300	381
Springfield	ŝ	1,006,109 \$	251,527	\$ 50,745	64,607
Sterling	\$	5,753 \$	1,438	\$ 290	
Stockbridge	Ş	2,699 \$	675	\$ 136	173
Stoneham	¢	48,822 \$	12,206	\$ 2,462	3.135
Stoughton	Ş	91,194 \$	22,798	\$ 4,600	5,856
STOW	s	2,565 \$	641	\$ 129	165
sturpridge	Ş	36,130 \$	9,032	\$ 1,822	2,320
SUDDUTY	ş	57,021 \$	14,255	\$ 2,876	3,662
Sunderland	\$	11,533 \$	2,883	\$ 582	741
SUTTON	s	50,309 \$	12,577	\$ 2,537	3,231
swampscott	s	81,935 \$	20,484	\$ 4,133	5,261
Swansea	\$	91,440 \$	22,860	\$ 4,612	5,872
Faulton	\$	384,684 \$	96,171	\$ 19,402	24,703
Templeton	ŝ	4,904 \$	1,226	\$ 247	315
Tichuny	ŝ	73,872 \$	18,468	\$ 3,726	4,744
Totland	r v	19,460 \$	4,865	\$ 982	1,250
Tonsfield	e en	164 \$	41	50 60	11
Townsend	e vi	20,857 \$	5,214	\$ 1,052 \$	1,339
Terro	- v	2,744 \$	686	\$ 138 \$	176
Type:hereit	ŝ	17,667 \$	4,417	\$ 891 \$	1,135
Turingha	ŝ	33,987 \$	8,497	\$ 1,714 \$	2,182
	- 10	374 \$	94	19 \$	24
	15	6,170 \$	1,542 \$	311 \$	396
	ŝ	65,951 \$	16,488	3,326 \$	4,235

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Municipal Allocation of J&J Abatement	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	2026-2028	2029-2031	Total
Funds, by Payment	\$ 29,238,656 \$		\$ 1,474,708	\$ 1,877,561 \$	39,295,463
Wakefield	\$ 61,871 \$	15,468	\$ 3.121	\$ 3.973 \$	83 153
Wales		1,079	\$ 218	\$ \$ 277 \$	5.800
Walpole	\$ 93,393 \$	23,348	\$ 4,710	\$ 5,997 \$	125.516
Waltham	\$ 155,628 \$	38,907	\$ 7,849	\$ 9,994 \$	209,157
Ware	\$ 59,518 \$	14,879	\$ 3,002	\$ 3,822 \$	79,989
Wareham	\$ 105,125 \$	26,281	\$ 5,302	\$ 6,751 \$	141,283
Warren	\$ 5,243 \$	1,311	\$ 264	\$ 337 \$	7,046
Warwick	\$ 1,930 \$	482	\$ 97 \$	\$ 124 \$	2,593
Washington	\$ 119 \$	30	s o	\$ 8	160
Watertown	\$ 74,294 \$	18,574	\$ 3,747 \$	\$ 4,771 \$	99,848
Wayland	\$ 62,787 \$	15,697	\$ 3,167 \$	\$ 4,032 \$	84,383
Webster	\$ 70,347 \$	17,587	\$ 3,548 \$	\$ 4,517 \$	94,543
Wellesley	\$ 140,681 \$	35,170	\$ 7,096 \$	\$ 9,034 \$	189,069
Weilfleet	\$ 19,526 \$	4,881	\$ 286 \$	\$ 1,254 \$	26,242
Wendell	\$ 307 \$	77	\$ 15 \$	\$ 20 \$	413
Wenham	\$ 3,278 \$	820	\$ 165 \$	\$ 211 \$	4,406
West BoyIston	\$ 35,751 \$	8,938	\$ 1,803 \$	\$ 2,296 \$	48,048
West Bridgewater	\$ 42,911 \$	10,728	\$ 2,164 \$	\$ 2,756 \$	57,670
West Brookfield	\$ 1,731 \$	433	\$ 87 \$	111 \$	2,326
West Newbury	\$ 2,543 \$	636	\$ 128 \$	163 \$	3,418
West Springfield	\$ 135,305 \$	33,826	\$ 6,824 \$	\$ 689'8	181,843
West Stockbridge	\$ 830 \$	208	\$ 42 \$	5 53 5	1,116
West Tisbury	\$ 2,900 \$	725	\$ 146 \$	186 \$	3,897
Westborough	148,251 \$	37,063	\$ 7,477 \$	9,520 \$	199,243
Westheid	191,174 \$	47,793	\$ 9,642 \$	12,276 \$	256,929
Westhord	85,961 \$	21,490	\$ 4,336 \$	5,520 \$	115,527
Westnampton	5,829 \$	1,457	\$ 294 \$	374 \$	7,834
Westminster	6,630 \$	1,657	\$ 334 \$	426 \$	8,910
Weston	65,923 \$	16,481	\$ 3,325 \$	4,233 \$	88,598
westpoli	82,200 \$	20,550	\$ 4,146 \$	5,278 \$	110,473
Westwood	84,903 \$	21,226	\$ 4,282 \$	5,452 \$	114,105

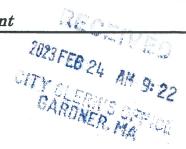
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Municipal Allocation of J&J Abatement	202	2022 Lump Sum (Default)	2022-2025 Equal Payments (Election)	202	2026-2028		2029-2031	Total
Funds, by Payment	17	29,238,656	\$ 7,309,664	\$ 1,	\$ 1,474,708	s	1,877,561 \$	39,295,463
Weymouth	ŝ	165 393	41,348	S	8.342	S	10.621 \$	032 280
Whately	ŝ	9,187	2.297	s)	463	vr, ∙		17 2/2
Whitman	s	13,121	3.280	s .	5	~ •	2 CV0	17 67 4
Wilhraham	r -			• •	006	• •	¢ 040	17,034
	v	9,156	2,289	ŝ	462	s	\$ 885	12,305
Williamsburg	s	10,058	2,515	\$	507	s	646 \$	13,518
Williamstown	÷	22,895	5,724	\$	1,155	\$	1,470 \$	30,769
Wilmington	ŝ	72,148	18,037	ŝ	3,639	ŝ	4,633 \$	96,964
Winchendon	ŝ	53,528	13,382	ŝ	2,700	ŝ	3,437 \$	71,939
Winchester	ŝ	75,146	18,787	ŝ	3,790	\$	4,826 \$	100,993
Windsor	ŝ	153	38	ŝ	00	ŝ	10 \$	206
Winthrop	\$	44,030	11,008	Ŷ	2,221	s	2,827 \$	59,175
Woburn	ŝ	102,439	25,610	**	5,167	ŝ	6,578 \$	137,673
Worcester	**	1,109,008	277,252	Ş	55,935	\$	71,215 \$	1,490,457
Worthington	ŝ	441	110	\$	22	S	28 \$	592
Wrentham	ŝ	28,122	7,030	ŝ	1,418	s	1,806 \$	37,794
Tarmouth	ŝ	38,256	9,564	17	1,929	**	2,457 \$	51,414



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson



February 22, 2023

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

RE: Notification regarding the status of authorized unissued debt

Dear Madam President and Councilors,

The Administration has recently looked into the amount of authorized yet unissued debt that is currently being carried on the City's books.

The recent proposals sent by the Administration to the City Council to rescind loan orders for projects that are now completed will remove \$15,000,368.16 from the City's books.

This amount includes either projects that are now fully completed with funding exhausted, as well as projects that had remaining balances of authorized debt that was never issued because it was not needed.

This leaves a balance of \$47,467,383.00 of debt that has been authorized by vote of the City Council but not yet issued. The entirety of this amount is related to the Gardner Elementary School construction project.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

	Aut	Authorized and Unissued Debt	led Debt			
Purpose	Date of	Article	Amount	- Issued		
	Vote	Number	Authorized	- Retired	= Unissued	
				- Rescined	6/30/2022	NOTES
GMS Imporvements	06 18 12	12555	400,000.00	364,257.00	35,743.00	35,743.00 RESCINDED OR CLOSE OUT REMAINER
GHS Lab, Boiler, Upgrades	12 18 12	12578	3,545,682.00	3,501,301.00	44,381.00	44,381.00 RESCINDED OR CLOSE OUT REMAINER
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00	3,558,176.00 RESCINDED OR CLOSE OUT REMAINER
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00	9,566,758.00 RESCINDED OR CLOSE OUT REMAINER
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00	200,000.00 RESCINDED OR CLOSE OUT REMAINER
Waterford - Feasibility Study	01/06/17	12794	750.000.00		750,000.00	750,000.00 RESCINDED OR CLOSE OUT REMAINER
Various Capital Expenditures	07.15/17	12804	2.060.000.00	2,060,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00	320,000.00 RESCINDED OR CLOSE OUT REMAINER
Watkin's Field Renovation	05 25 18	12824	3,497,380.00	3,497,380.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00	174,162.00 RESCINDED OR CLOSE OUT REMAINER
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00	100,000.00 RESCINDED OR CLOSE OUT REMAINER
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00	165,000.00 RESCINDED OR CLOSE OUT REMAINER
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00	53,000.00 RESCINDED OR CLOSE OUT REMAINER
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00	92,186.00 RESCINDED OR CLOSE OUT REMAINER
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00	0.00 RESCINDED OR CLOSE OUT REMAINER
L GATTE	77 (CT (LO	6001	1,000,000,00	1,000,000,1	0.00	THACKARE ON CEASE O

CITY OF GARDNER



DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING

February 21, 2023

President Elizabeth Kazinskas, Finance Committee Chair Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Dear President Kazinskas:

As part of the Community Development Block Grant housing rehabilitation lien process, the City routinely places a mortgage on a property to secure the amount of the deferred payment loan. It is standard policy that the City's liens take a secondary position to other mortgages when the value of the rehabilitated property will support such mortgages.

The property owner is in the process of refinancing their property. As the mortgage company involved would like to retain first position on the title, a Subordination Agreement is being submitted for Mayor Michael J. Nicholson's signature.

As it requires a vote by the City Council authorizing the Mayor to execute this agreement, upon approval by the Finance Committee, I respectfully request that the Council approve the attached resolution pertaining to a subordination request.

Sincerely,

aura

Laura Cassady U Budget & Project Manager

Enc.

City Hall Annex, 115 Pleasant Street, Room 201, Gardner, Massachusetts 01440 *Telephone: (978) 630-4011 § Facsimile: (978) 632-1905 § CDBG (978) 632-3800*

RESOLUTION

WHEREAS, in the opinion of the City Council of the City of Gardner that the intent and purpose of the Community Development Housing Rehabilitation Program is to maintain safe, affordable housing units for low to moderate income families by financially assisting owners of such properties, it is therefore resolved that:

The Mayor is duly authorized to execute the Subordination for case #10-283 in amount of \$14,785.00 subject to review and approval as to form by the City Solicitor. The term of the loan is 15 years expiring on October 26, 2026.



City of Gardner - Executive Department

Mayor Michael J. Nicholson

March 1, 2023

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

1023 MAR -1 PH 121 CEIVED

RE: City Current Statement of Indebtedness

Dear Madam President and Councilors,

At the Finance Committee Meeting of Wednesday, March 1, 2023, the Committee requested information regarding the amount of authorized and issued debt that is currently being carried on the City's books.

Attached, please find the City's current Statement of Indebtedness that is annually submitted to the Department of Revenue. This document identifies all new, retired, outstanding, authorized, issued, and unissued debt.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

Massachusetts Department of Revenue, Division of Local Services Bureau of Accounts ~ Automated Statement of Indebtedness

					Enter year:
City/Town/District of :		GARDNER		FY	2022
Long Term Debt	Outstanding July		- Retirements	= Outstanding	Interest Paid in FY
Inside the Debt Limit	1, 2021	+ New Debt Issued	Rethements	June 30, 2022	2022
Buildings	10,302,000.00		612,000.00	9,690,000.00	366,772.50
Departmental Equipment				0.00	
School Buildings				0.00	
School - All Other				0.00	
Sewer				0.00	
Solid Waste				0.00	
Other Inside	4,202,000.00	313,813.00	257,000.00	4,258,813.00	108,202.50
SUB - TOTAL Inside	\$14,504,000.00	\$313,813.00	\$869,000.00	\$13,948,813.00	\$474,975.00

Long Term Debt	Outstanding July		- Retirements	= Outstanding	Interest Paid in FY
Outside the Debt Limit	1, 2021	+ New Debt Issued		June 30, 2022	2022
Airport				0.00	
Gas/Electric Utility				0.00	
Hospital				0.00	
School Buildings		40,899,187.00		40,899,187.00	146,537.08
Sewer	3,932,524.20	1,455,000.00	564,061.16	4,823,463.04	177,835.15
Solid Waste				0.00	
Water	8,825,881.98	9,297,000.00	539,062.40	17,583,819.58	118,602.71
Other Outside				0.00	
SUB - TOTAL Outside	\$12,758,406.18	\$51,651,187.00	\$1,103,123.56	\$63,306,469.62	\$442,974.94
TOTAL Long Term Debt	\$27,262,406.18	\$51,965,000.00	\$1,972,123.56	\$77,255,282.62	\$917,949.94

I certify to the best of my knowledge that this information is complete and accurate as of this date.

Treasurer:

Date: _____

Date:

I certify that long and short term debt as identified in this Statement of Indebtedness is in agreement with the general ledger controls in my department and are also reflected on the balance sheet.

Accounting Officer:

Please complete all sections of this report and upload in Gateway no later than September 30, 2022.

Short Term Debt	Outstanding July 1, 2021	+ Issued	- Retired	= Outstanding June 30, 2022	Interest Paid in FY 2022
RANs - Revenue Anticipation				0.00	
BANs - Bond Anticipation:					
Buildings				0.00	
School Buildings	10,000,000.00		10,000,000.00	0.00	
Sewer	715,000.00		715,000.00	0.00	
Water	3,054,814.00		3,054,814.00	0.00	
Other BANs				0.00	
SANs - State Grant Anticipation				0.00	
FANs - Federal Gr. Anticipation				0.00	
Other Short Term Debt				0.00	
			· · · · · · · · · · · · · · · · · · ·		
TOTAL Short Term Debt	\$13,769,814.00	\$0.00	\$13,769,814.00	\$0.00	\$0.00
					·
GRAND TOTAL All Debt	\$41,032,220.18	\$51,965,000.00	\$15,741,937.56	\$77,255,282.62	\$917,949.94

	Aut	horized and Unissu	ied Debt		
Purpose	Date of Vote	Article Number	Amount Authorized	- Issued - Retired - Rescined	= Unissued 6/30/2022
GMS Imporvements	06/18/12	12555	400,000.00	364,257.00	35,743.00
GHS Lab, Boiler, Upgrades	12/18/12	12578	3,545,682.00	3,501,301.00	44,381.00
Elm St. School - Repairs	05/20/15	12691	4,158,176.00	600,000.00	3,558,176.00
Waterwater Treatment Facility	06/16/15	12711	14,000,000.00	4,433,242.00	9,566,758.00
DPW Storage Building	08/10/15	12722	2,500,000.00	2,300,000.00	200,000.00
Waterford - Feasibility Study	01/06/17	12794	750,000.00		750,000.00
Various Capital Expenditures	07/15/17	12804	2,060,000.00	2,060,000.00	0.00
Parkland - Open Space Leo Dr.	07/06/17	12804	320,000.00		320,000.00
Watkin's Field Renovation	05/25/18	12824	3,497,380.00	3,497,380.00	0.00
Land Acquisition Omealia Pr.	06/19/18	12834	174,162.00		174,162.00
Snake Pond Well Repairs	08/07/19	12849	100,000.00		100,000.00
Sew. Main Instal.& Pump St. Up	06/04/19	12863	1,750,000.00	1,585,000.00	165,000.00
Water Main Replacement	06/11/19	12867	11,000,000.00	11,000,000.00	0.00
Waterford St. Elem. School	10/07/19	12886	89,588,570.00	42,121,187.00	47,467,383.00
Water Storage Tank Repair	09/21/20	10333	250,000.00	197,000.00	53,000.00
					\$62,434,603.00

SUB - TOTAL from additional sheet(s)

\$92,186.00 \$62,526,789.00

TOTAL Authorized and Unissued Debt

Please Complete Additional Sections if Needed

Purpose	Authorized and Date of Vote	d Unissued Debt - Article Number	Additional Sheet(s) Amount Authorized	- Issued - Retired	= Unissued
	Voic	Number	Authorized	- Rescined	6/30/2022
Crystal Lake WT-Pall Filters	09/21/20	10334	450,000.00	357,814.00	92,186.00
Paving	04/19/22	13039	1,800,000.00	1,800,000.00	0.00
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SUB -TOTAL Additional Sheet(s)

\$92,186.00

Long Term Debt Inside the Debt Limit Report by Issuance	Outstanding July 1, 2021	+ New Debt Issued	- Retirements	= Outstanding June 30, 2022	Interest Paid in F 2022
3/7/2014	8,845,000.00		535,000.00	8,310,000.00	329,262.5
12/20/2020	4,202,000.00	313,813.00	257,000.00	4,258,813.00	108,202.5
12/20/2020	1,457,000.00		77,000.00	1,380,000.00	37,510.0
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
OTAL	14,504,000.00	313,813.00	869,000.00	13,948,813.00	474,975.0
				Must equal page 1 subtotal	

BUREAU OF ACCOUNTS, STATEMENT OF INDEBTEDNESS DETAIL

Long Term Debt Outside the Debt Limit Report by Issuance	Outstanding July 1, 2021	+ New Debt Issued	- Retirements	= Outstanding June 30, 2022	Interest Paid in FY 2022
11/24/2004	1,048,153.72		249,112.77	799,040.95	38,244.55
12/6/2012	270,000.00		270,000.00	0.00	5,400.00
6/16/2015	3,696,192.46		191,356.79	3,504,835.67	72,303.08
12/20/2020	1,411,000.00		76,000.00	1,335,000.00	35,985.00
5/11/2021	6,333,060.00		316,654.00	6,016,406.00	85,848.15
8/2/2021	0.00	22,145,000.00	0.00	22,145,000.00	205,194.16
6/23/2022	0.00	29,506,187.00	0.00	29,506,187.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
TOTAL	12,758,406.18	51,651,187.00	1,103,123.56	63,306,469.62	442,974.94
				Must equal page 1 subtotal	

Short Term Debt Report by Issuance	Outstanding July 1, 2021	+ Issued	- Retired	= Outstanding June 30, 2022	Interest Paid in FY 2022
6/20/2021	13,769,814.00		13,769,814.00	0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
TOTAL	13,769,814.00	0.00	13,769,814.00	0.00	0.00
				Must equal page 2 Total	



City of Gardner - Executive Department

February 23, 2023

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

RE: Acceptance of MGL c41, s110A

Dear Madam President and Councilors,

The recent passage of the VOTES Act in Massachusetts set new requirements that unless municipalities adopt the provisions of section 110A of Chapter 41 of the General Laws, City Halls must be opened on a certain number of Saturdays throughout the year for the purpose of voter registration.

At the request of the City Clerk, I am requesting that the City Council vote to accept this provision, which would end the voter registration window at 5:00pm on Fridays instead of having to be open for a minimum of four hours on a Saturday.

In recent years, the Commonwealth has greatly expanded the ways in which individuals can register to vote- from online options, by mail, at the Registry of Motor Vehicles, through census forms, and other means. Since all of these new options are available, and tradiditonally no one has come to City Hall on these Saturdays to register to vote, it is the belief of the administration that this is both in the best interest of the city and upholds the integrity of our election processes.

Respectfully,

Michael J. Nicholson Mayor, City of Gardner

ACCEPTANCE OF M.G.L. CHAPTER 41, SECTION 110A CLOSING PUBLIC OFFICE OPERATIONS ON SATURDAYS

VOTE: To accept the provisions of Section 110A of Chapter 41 of the General Laws, closing all public office operations on Saturdays, unless for such purposes as required by law.

RECEIVED 2023 FEB 24 AM 9:20 CITY CLERIN'S OFFICE GARDNER, MA



FEBRUARY 23, 2023

Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF ELECTION

We elect JOHN RICHARD, 21 Carruth Road, Templeton, Massachusetts, to the position of CITY AUDITOR and certify that in our opinion he is a person specially fitted by education, training, or experience to perform the duties of said office, and that we make this election solely in the interests of the City.

President, City Council of Gardner *Icti Shighur*

Elected by City Council ____

Expires February 23, 2026

Titi Siriphan, City Clerk

Worcester, ss., _

Then personally appeared the above named JOHN RICHARD and made oath that he would

faithfully and impartially perform the duties of the office of CITY AUDITOR according to law

and the best of his abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975 and Chapter 409 Acts of 1983

Received



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 8, 2023

Hon. Elizabeth J. Kazinskas, Council President And City Councilors Gardner City Hall, Rm 121 95 Pleasant St Gardner, MA 01440 INTER-8 PH 4:50

RE: Free Cash Appropriation Request - Grant Administrator Contract

Dear Madam President and Councilors,

As you are likely aware, there is an unprecedented amount of Federal funding that has become available through new grant programs funded from the CARES Act, American Rescue Plan Act, Inflation Reduction Act, Bipartisan Infrastructure Act, and other pieces of federal legislation.

With all of this one-time funding approved, over 2,700 new grant programs only being offered this year for a wide variety of different topics.

The Healey – Driscoll Administration has recently announced that they will be hiring a new official whose sole job will be to work to obtain as much grant funding for the Commonwealth as they can for this once in a generation opportunity.

The attached appropriation request is being put forward to do something similar for us on the City's end. In speaking with our departments that oversee the majority of our grant writing, we have the capacity to handle grant applications in a normal year, but not to be able to adequately apply for all of these new one time opportunities that are now in existence.

As such, the Administration would like to contract with a consultant whose sole job will be to research the available opportunities that could benefit the City, write the applications, and administer the projects.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO MAYOR'S DEPT - PROFESSIONAL SERVICES ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) from Free Cash to Mayor's Dept. - Professional Services Account.



CENTRAL MASSACHUSETTS REGIONAL PLANNING COMMISSION 1 Mercantile Street, Suite 520 Worcester, MA | 508.756.7717

City of Gardner Resource Development Technical Assistance

Scope of Services February 23, 2023

Central Massachusetts Regional Planning Commission MA Vendor Code No. VC6000159423

Overview

The Central Massachusetts Regional Planning Commission (CMRPC) is pleased to submit this Scope of Services for Resource Development Technical Assistance. This effort is primarily to assist the City of Gardner with its ability to

- 1. Implement its priority projects as outlined in the table developed and provided by Mayor Michael Nicholson with his department managers.
- 2. To take the greatest advantage of the opportunities presented by the current funding climate that has resulted from the Bipartisan Infrastructure Law (BIL), the CHIPS and Science Act, and the Inflation Reduction Act and similar federal, state, and other opportunities.

This submission outlines a work plan for identifying applicable funding opportunities and assisting the City in its pursuit of those funds.

Scope of Work

CMRPC proposes to provide technical assistance to the City of Gardner with its efforts to obtain resources and funds needed to implement a wide variety of projects.

Project Management

CMRPC Senior Management will work with CMRPC planners to make team assignments. Project oversight will include regular progress reports to the City Management Team. CMRPC will work closely with the City Management Team to set overall project goals, review the table of projects, identify priority projects, and determine overall strategy.

Grant Research

With the City Management Team, CMRPC will identify priority projects and will perform grant research on programs at federal agencies, state agencies, and non-governmental organizations that might be appropriate to provide resources need to fund identified projects. CMRPC will use such tools as

- The Federal Register
- Grants.gov
- Philanthropy MA
- Commbuys,
- Mass.gov community grant finder
- Individual agency resources
- Legislator insight

Grant research will include a compilation of critical information including deadlines, funding criteria, pre application requirements, level of funding, match requirements, level of competitiveness, and assessment of success.

Municipal Strategy Meetings

Regular meetings will take place with the City Management Team or others to continually strategize on which resources should be sought, how to leverage capacity for the greatest probability for a successful outcome. These meetings will also be the venue where CMRPC planning team will highlight information needs that are required for grant applications. CMRPC will work collaboratively with the City Management Team to review grant application needs, collect local information, develop stories, identify data needs, gather photos, solicit cost estimates, create basic designs, renderings, maps and other graphics and narrative.

Application Preparation

Applications for projects will be developed initially by CMRPC, but will then be reviewed by the City Management Team for accuracy and suitability. This is likely an iterative process in which narrative, and supporting documents will be developed by CMRPC, reviewed by the City Management Team, and revised by CMRPC until ready for submittal.

GIS and Data Services

The CMRPC GIS and Data Services team will be available to prepare maps; summarize demographic, land use and other data; develop infographics; collect drone footage; and assemble photographs to complement the narrative and make a clear and compelling case for awarding the requested funds.

Site Renderings

CMRPC planners with basic design skills may be called on to create simple renderings of projects, such as park layouts, for use in the project narrative or in seeking cost estimates.

Grant Administration and Procurement Services

If requested, with a successful application that results in an award, CMRPC is able to assist in drafting documents such as Requests for Proposals, Invitation for Bids, Request for Quotes to procure goods or services needed to implement a funded project.

Timeline

CMRPC is prepared to undertake these activities on execution of contract. This project may be implemented until June 30, 2024 or later with the agreement of the City and CMRPC.

	Project Start Mar-23	Jul-23	Oct-23	Jan-24	Apr-24	Project End Jun- 24	Description
Project Management				1.1.44			Initial coordination and Staff Assignments periodically over the course of the project.
Grant Research							Heavlest effort in the first three quarters
Municipal Strategy Meetings							Regular meetings with the City Mayor and Department Managers
Application Preparation							May start on Day 1, but will be driven by application deadlines.
GIS and Data Services							Support for applications
Site Renderings							Site for applications
Grant Administration Procurement Services							Will be determined based on CMRPC capacity and City needs.

Budget

While we propose to perform the following activities and the approximate breakdown of effort. Actual effort will be directed by the municipal strategy discussions between the City Management Team and CMRPC. Our proposal is to provide these services based on time (salary with an overhead rate applied) and expenses not to exceed \$60,000 unless an amendment to the contract is executed.

	Value per Task	Estimated Hours per Task	Estimated Percentage
Activity			
Project Management	\$1,373	15	3%
Grant Research	\$4,800	80	10%
Municipal Strategy Meetings	\$4,800	80	10%
Application Preparation	\$35,281	400	51%
GIS and Data Services	\$5,462	80	12%
Site Renderings	\$2,954	40	6%
Grant Administration Procurement Services	\$3,331	40	7%
Subtotal Personnel Costs	\$46,719		
Travel, Printing, and Miscellaneous expenses	\$2,000		
Total Budget	\$60,000		

10894

Contract Manager

Trish Settles, Deputy Director, RCCP Central Massachusetts Regional Planning Commission 1 Mercantile Street, Suite 520 Worcester, MA 01608 Office: (508) 459-3320 Office Fax: (508) 792-6818 tsettles@cmrpc.org

City of Gardner, MA Thursday, January 12, 2023

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Chapter 171. Personnel

Article XV. Yearly Salaries for Various Positions

[Adopted 9-21-1987 by Ord. No. 935; last amended 8-6-2012 by Ord. No. 1542]

§ 171-66. Yearly salaries established.

The yearly salaries for the Mayor, Council President, City Councilors and various other positions shall be as set forth in Schedule 1 included at the end of this chapter. On or after January 1 of each odd-numbered year beginning in 2007, the Finance Committee of the City Council shall report to the Council, as a Committee of the Whole, its recommendations for adjustment, if any, to the salaries of the Mayor and City Councilors.

10885

Original Proposal

CITY OF GARDNER



IN CITY COUNCIL

REGULAR MEETING OF AUGUST 1, 2022

Councillor Nathan Boudreau voting for JENNIFER A. DYMEK Councillor Craig Cormier voting for JENNIFER A. DYMEK Councillor Ronald Cormier voting for JENNIFER A. DYMEK Councillor Aleksander Dernalowicz voting for JENNIFER A. DYMEK Councillor Karen Hardern voting for JENNIFER A. DYMEK Councillor Dana Heath voting for JENNIFER A. DYMEK Councillor Judy Mack voting for JENNIFER A. DYMEK Councillor George Tyros voting for JENNIFER A. DYMEK President Elizabeth Kazinskas voting for JENNIFER A. DYMEK

Having received ten (10) votes for, Jennifer A. Dymek was declared and elected City Treasurer effective August 19, 2022, for term expiring August 19, 2025.

#10768

On a motion made by Councillor Ronald Cormier and seconded by Councillor Nathan Boudreau, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Nathan Boudreau, James Boone, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to Remove from the Calendar *An Ordinance to Amend the Code of the City of Gardner, Chapter 171, Section 68, Entitled "Compensation Schedule, Attachment A: Mayor, Attachment B: City Council, and Attachment D: School Committee." (Submitted by Councillor Judy Mack)* and present it in January 2023.

<u>REPORTS OF STANDING COMMITTEES</u> <u>PUBLIC SERVICE COMMITTEE</u>

#10740

Councillor George Tyros requested More Time on A Petition by National Grid and Verizon New England, Inc., Keyes Road – To install beginning at a point approximately 700 feet southeast of the centerline of the intersection of West Street. Relocate Pole #2 across the street to accommodate for bridge construction and upgrade to a 45 foot class 2. The Committee had more questions regarding the Petition. There being no objections, More time was Granted.

NEW BUSINESS

Councillor Aleksander Dernalowicz would like if National Grid to attend their Public Service Committee Meetings.

10885 10768

Titi Siriphan

From: Sent: To: Cc: Subject: **Attachments:**

Judy Mack Monday, June 27, 2022 3:22 PM Titi Siriphan **Elizabeth Kazinskas Ordinance: Salary Proposal Compensation Elected Officials.docx**

RECEIVED 2022 JUN 27 PM 4:21 CITY CLEMES OF FICE

June 27, 2022

Ms. Titi Siriphan Gardner City Clerk 95 Pleasant Street Gardner, MA 01440

Dear Ms. Siriphan,

Please see the enclosed ordinance I'm proposing to increase the salary of the Mayor of Gardner. The salary of the mayor for years has not been aligned with other positions within the city. Based on the City of Gardner earnings report, for FY '21 the mayor is listed as #48 on the list based on salary.

The Mayor per the City charter is the chief executive of the city. The fact that so many other city employees, including many within city hall, have higher salaries than their boss, positions that don't have the responsibilities that the executive of the city has is erroneous and long overdue to be corrected.

In 2021, the city had a special election for a mayor that cost the City of Gardner more than raising the salary that was requested for that time. The members of the City Council at that time voted down a raise of 2%, \$1,800. The cost of this special election was well over \$25,000.

Of the salaries within the city, the mayor's salary has remained rather stagnant for quite some time and deserve more equity in pay in comparison to the fire, police, school and other city departments. I'm proposing a \$15,000 raise to be spread out over three years with an increase of \$5,000 a year.

Per the charter, the council is able to look at the mayor's salary at any time. As the salary can't per the charter go in effect during a term, this is proposed for the next term starting in FY24. If we, the city council, want the city to be run by qualified individuals, then compensation needs to increase. Compensating the leader who is the representative of our city, a person that works more than 8 hours a day and 40 hours a week. The same person attends many events on the city's behalf in the evening, on weekends and who is always on call, is long overdue.

Included in the Compensation of Elected Officials attached, listed under A and D, are the positions of City Councilor and School Committee members which include a small increase in compensation to members of the City Council and School Committee. The increase is the same 2% COLA that all city employees receive. As with the proposed increase in the salary of the mayor, if passed it would not be effective until FY 24.

Sincerely, Judy A. Mack Councilor at Large

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 68 OF CHAPTER 171, ENTITLED COMPENSATION SCHEDULE, ATTACHMENT A: MAYOR, ATTACHMENT B: CITY COUNCIL, AND ATTACHMENT D: SCHOOL COMMITTEE

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

SECTION 1: Attachment A, entitled Mayor, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:

	Exhibit A	
	Mayor	
Position	Annual Salary	
Mayor	Effective January 1, 2024	\$97,196
	Effective January 1, 2025	\$102,196
	Effective January 1, 2026	\$107,196

SECTION 2: Attachment B, entitled City Council, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:

Exhibit A				
City Council				
Position	Annual Salary	Annual Salary		
Council President	Effective January 1, 2024	\$10,921.14		
	Effective January 1, 2025	\$11,139.56		
	Effective January 1, 2026	\$11,362.35		
City Councilor	Effective January 1, 2024	\$7,472.52		
	Effective January 1, 2025	\$7,621.97		
	Effective January 1, 2026	\$7,774.41		

SECTION 3: Attachment D, entitled School Committee, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:

Exhibit D				
School Committee				
Position	Annual Salary	Annual Salary		
School Committee Member	Effective January 1, 2024	\$5,100.00		
(excluding Chairperson)	Effective January 1, 2025	\$5,202.00		
	Effective January 1, 2026	\$5,306.04		

SECTION 4: This ordinance take effect upon passage and publication as required by law.

New Amended Proposal

AN ORDINANCE TO AMEND SECTION 68 OF CHAPTER 171 OF THE CODE OF THE CITY OF GARDNER, ENTITLED COMPENSATION SCHEDULE, EXHIBITS A, B, AND D

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

SECTION 1: Exhibits A, B, and D, of Section 68 of the Chapter 171 of the Code of the City of Gardner, entitled Personnel Compensation Schedule, be amended by deleting the current Exhibits A, B, and D, and inserting the following in place thereof:

EXHIBIT A Mayor Effective Date: January 1, 2024

Position	Annual Salary	Weekly Salary
Mayor	\$99,836	
Acting Mayor in the event of a Mayoral Vacancy		\$1,919.91

EXHIBIT B City Council Effective Date: January 1, 2024

Position	Annual Salary
City Council President	\$11,594.15
City Councilor	\$7,933.01

EXHIBIT D

School Committee

Effective Date: January 1, 2024

Position	Annual Salary
School Committee Member (Excluding Chairperson)	\$5,414.28

SECTION 2: That this ordinance shall become effective on January 1, 2024, following passage and publication as required by law.

Effective: February 13, 2023

SECTION SEC

Commonwealth of Massachusetts MII:31

Worcester County

CERTIFICATE OF APPOINTMENT

I appoint **Robert Charland, Esq.** to the position of Assistant City Solicitor, and I certify

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.

Mavor chun

Michael J. Nicholson

Confirmed by City Council ______.

<u>Ite Mainer</u> City Clerk Titi Siriphan

Expires: January 1, 2024

Worcester, ss.,

Then personally appeared the above named **Robert Charland, Esq.** and made oath that he/she would faithfully and impartially perform the duties of the office of <u>Assistant City Solicitor</u> according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975 and Chapter 409 Acts of 1983

Received

City of Gardner



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street Gardner, Massachusetts 01440 Phone: (978) 632-5600 Fax: (978) 632-9045



Eric P. McAvene Chief of Police Nicholas P. Maroni Deputy Chief of Police

December 1, 2022

The Honorable Elizabeth J. Kazinskas, Council President and City Councilors Gardner City Hall, Rm. 121 95 Pleasant Street Gardner, MA 01440

Re: Regan Street One-Way Proposal

Dear Madam President and Councilors,

The Traffic Commission recently met and voted to recommend changing Regan Street from two-way traffic to one-way in a north direction. The request was made as there are traffic concerns during events at Holy Rosary Church and regular pickup at Holy Family Academy. Regular resident parking and the additional vehicle traffic for the church and the school can cause a bottleneck. Through traffic sometimes must stop to allow vehicles traveling the opposite direction to safely pass.

The effect of the proposal on residents would be mitigated by access to Regan from Moran Street. With the change, parking on Regan Street would remain the same, but allows vehicles to safely pass traveling in one direction.

The change to Regan Street will require an ordinance change to section 600-42 of the City Code. I would recommend the update to 600-42 by adding:

Name of Street

Direction of Travel

<u>Location</u>

Regan Street

Northerly

From Baker Street to Parker Street

Very truly yours,

Eric P. McAvene Chief of Police

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER CHAPTER 600, ENTITLED "VEHICLES AND TRAFFIC", SECTION 42, ENTITLED "ONE WAY STREETS"

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

SECTION 1: Section 42, of Chapter 600 of the Code of the City of Gardner, entitled "One Way Streets" by amended by adding the following:

Name of Street	Direction of Travel	Location
Reagan Street	Northerly	From Baker Street to Parker Street

SECTION 2: This ordinance shall take effect upon passage and publication as required by law

10906



City of Gardner - Executive Department

Mayor Michael J. Nicholson

2023 FEC - 9 PM 4: 31

January 31, 2023

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

RE: Ordinance Proposal- Mobile Food Operations

Dear Madam President and Councilors,

Recently, the City has seen an increase in Food Truck activity, particularly in the Downtown.

Currently, aside from one day events and annual food permits, the City Code does not regulate how these facilities can operate, registration with the City, traffic enforcement or other issues that have come to light from in the last year.

As a way to address these issues, prepare for future growth in the City, and prevent further issues from occurring, the attached ordinance proposal is being presented.

Respectfully Submitted,

lue

Michael J. Nicholson Mayor, City of Gardner

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER BY ADDING A NEW CHAPTER 502 TO BE ENTITLED "MOBILE FOOD OPERATIONS," WHICH CHAPTER PROVIDES FOR THE REGULATIONS FOR OPERATING FOOD TRUCK SERVICES IN THE CITY

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

SECTION 1: The Code of the City of Gardner be amended by creating a new Chapter 502 to be entitled "Mobile Food Operations" as follows:

Chapter 502 Mobile Food Operations

§ 500-1. Definitions.
§ 500-2. Operation in Residential Districts.
§ 500-3. Operation in Non-Residential Districts
§ 502-4. Registration With Police Department
§ 502-5. Registration With Health Department
§ 502-5. Severability

§502-1 Definitions.

MOBILE FOOD OPERATION

A food service operation that is operated from a moveable vehicle; has the capability of changing location, and does not remain at any one location for more than forty consecutive days will all licenses under applicable law.

§ 500-2. Operation in Residential Districts.

- A. Mobile Food Operations, as defined herein, are permitted to operate in all Residential Zoning Districts by Special Permit of the Zoning Board of Appeals per the requirements of the Zoning Ordinance, and licenses under applicable law.
- B. Special Permit from the Zoning Board of Appeals is not required for Mobile Food Operations permitted to operate on property owned by the City of Gardner. Mobile Food Operations are permitted to operate in City Parks with a permit granted by the Director of Public Works or their designee, and licenses under applicable law.
- C. Mobile Food Operations may operate for one day in Residential Districts, per month, without a Special Permit from the Zoning Board of Appeals, with licenses under applicable law.

§ 500-3. Operation in Non-Residential Districts.

- A. Mobile Food Operations are permitted to operate in all other non-residential zoning districts, with a special permit granted by the Zoning Board of Appeals, and licenses under applicable law, In order to insure that the ability to maintain compliance with parking, safety and accessibility requirements of the principal uses on the site is maintained.
- B. Mobile Food Operations are permitted to operate in City of Gardner Parks with a permit granted by the Director of Public Works or their designee, with licenses under applicable law.
- C. Mobile Food Operations are permitted to operate on privately owned land if evidence of ownership, lease, or special permission from the property owner is provided to the Building Commissioner, following the issuance of a Special Permit as required by the provisions of this Chapter of the City Code.
- D. Mobile Food Operations may be authorized to operate on all other publicly owned land by permission of the Office of the Building Commissioner and Mayor, so long as they hold all licenses under applicable law.

§502-4. Registration With Police Department

- A. All Mobile Food Operations, operating within the City of Gardner will be required to obtain a City of Gardner Hawkers and Peddlers License, per Chapter 428 of the Code of the City of Gardner
- B. Mobile Food Operations participating in City Festivals may operate without a City of Gardner Hawkers and Peddlers License if they have obtained a Hawker Peddler License from the Commonwealth and provide a copy of this to the Chief of Police at least thirty (30) days before the event.

§502-5. Registration With Health Department

A. All Mobile Food Operations, operating within the City of Gardner for any period of time will be required to register with the Gardner Department of Public Health, subject to the provisions of the General Laws of the Commonwealth.

§502-6. Severability

A. All provisions of this article are severable. If for any reason any provision of this article is held to be invalid, the validity of the remainder of the article shall not be affected.

SECTION 2: This ordinance shall take effect upon passage and publication as required by law.



CITY OF GARDNER

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



January 27, 2023

Mayor Michael J. Nicholson Executive Department Gardner City Hall 95 Pleasant St. Gardner, MA 01440

RE: Food Truck Operation Ordinance

Dear Mayor Nicholson:

I have reviewed the proposed Ordinance to Amend the City Code by adding Chapter 502 "Mobile Food Truck Operations". I am in favor of the proposed ordinance amendment to help regulate and streamline mobile operations in the City. I am available for any further questions or discussion if necessary.

Sincerely,

Painer Saunders

Lauren Saunders Director of Public Health

10906



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street Gardner, Massachusetts 01440 Phone: (978) 632-5600 Fax: (978) 632-9045



Nicholas P. Maroni Deputy Chief of Police

Eric P. McAvene Chief of Police

January 30, 2023

The Honorable Michael J. Nicholson, Mayor Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Re: Food Truck Ordinance

Dear Mayor,

I have reviewed the proposed Food Truck Ordinance and do not see any issues from the police department. I would recommend moving the ordinance forward for approval.

Very truly yours,

Eric P. McAvene Chief of Police



City of Gardner Department of Inspectional Services 115 Pleasant Street, Room 101 Gardner, MA 01440 Tel. (978) 630-4007 Fax: (978) 632-3313

Feb. 7, 2023

RE: Mobile Food Operations

Dear Mr. Mayor,

The recent popularity in Mobile Food Operations (Food Trucks) is undeniable. It is my opinion that we would be remiss if we did not create some local legislation allowing said operation. I believe that the oversite by the Zoning Board will eliminate any unsightly or unwanted operation. I am in full support of this measure.

Do not hesitate to contact me should you need any further assistance.

Alad Jem

Roland Jean Building Commissioner/Zoning Enforcement Officer City Hall Annex 115 Pleasant St. RM 101 Gardner, MA 01440 (978) 630 4007 rjean@gardner-ma.gov

 Mission Statement

 To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances



CITY of GARDNER Office of the City Clerk 95 Pleasant Street, Room 121 Gardner, MA 01440 *Tel. 978-630-4058 *Fax: 978-630-2589

CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct **a Joint Public Hearing** on **Monday, March 20, 2023** at **6:30 P.M**. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- **10891** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- **10892** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- **10893** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage – www.gardner-ma.gov.

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Titi Siriphan

Titi Siriphan City Clerk



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 3, 2023

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

RE: An Ordinance to Amend The Code Of The City Of Gardner, Chapter 675 Thereof, Entitled "Zoning," To Change The Classifications Of Certain Parcels Of Land Along Route 140

Dear Madam President and Councilors,

At their meeting of February 2, 2023, the Traffic Commission voted to recommend that the Administration look into ways to reduce or eliminate future residential house development along the section of Route 140 between Green Street and the border with the Town of Winchendon.

This idea was originally proposed in 2010, when the Montachusett Regional Planning Commission ("MRPC") performed a study for the City of Gardner and the Towns of Ashburnham and Winchendon regarding the future growth at the location.

This study found that as things currently stand – as no changes have been made since the study was published- there is potential for 792 new single-family homes to be constructed in this area with the current zoning being designated as Rural Residential 2. (Page 4 of Study). This study also stated that at that rate of growth in this area of the there be a strain on the existing water infrastructure that exists in the area. (Page 4 of Study).

The concerns raised by the Traffic Commission recently came from the increased number of very serious accidents that have occurred in the area. While the Gardner Police Department and the Department of Public Works are in discussion with safety improvements with the Massachusetts Department of Transportation ("MassDOT"), adding additional driveways for residences in the area would only exacerbate the problem.

In following the suggestions made in the 2010 study, the attached ordinance proposal requests to change the zoning for the area from Rural Residential 2 to Commercial 2. While the Study suggested changing the zoning to either a commercial or industrial designation, the Administration is requesting a change to Commercial 2, since the City Forrest is in the area of these proposed changes and Commercial 2 uses provide the safest environmental options for the area instead of uses allowed in Industrial areas or Commercial 1. (Please note that the Parcel which houses the City Forrest – M42-14-3 – is not included in this zoning change since that is protected by Article 97 of the Constitution of the Commonwealth).

Park Sty

As is the same case with all zoning changes, if there are any current uses of the properties in the area, they would be grandfathered for any residences that already exist in this location.

Furthermore, I understand that the City is one of the largest land owners in the area. However, with the amount of growth that Gardner has seen in the last 2-3 years, with over 33 businesses opening their doors and the amount of residential investments we have seen, the City needs to plan and prepare for potential smart growth in the area that considers things like more reasonable traffic flows and controls and protection of the City Forest, while still meeting the City's economic and commercial development goals for the population that currently exists here and is steadily growing.

Any commercial growth in the area would be easily controlled through site plan approval rather than having no control over hundreds of new residential curb cuts to the area.

It is the belief of the Administration that this change will be in the best interest of the City, will improve the safety of the area, and will allow the City to plan for smarter growth to an area in a way that best suits our needs.

Respectfully,

Michael J. Nicholson Mayor, City of Gardner

CC: Gardner Planning Board City Council Public Welfare Committee

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO CHANGE THE CLASSIFICATIONS OF CERTAIN PARCELS OF LAND ALONG ROUTE 140.

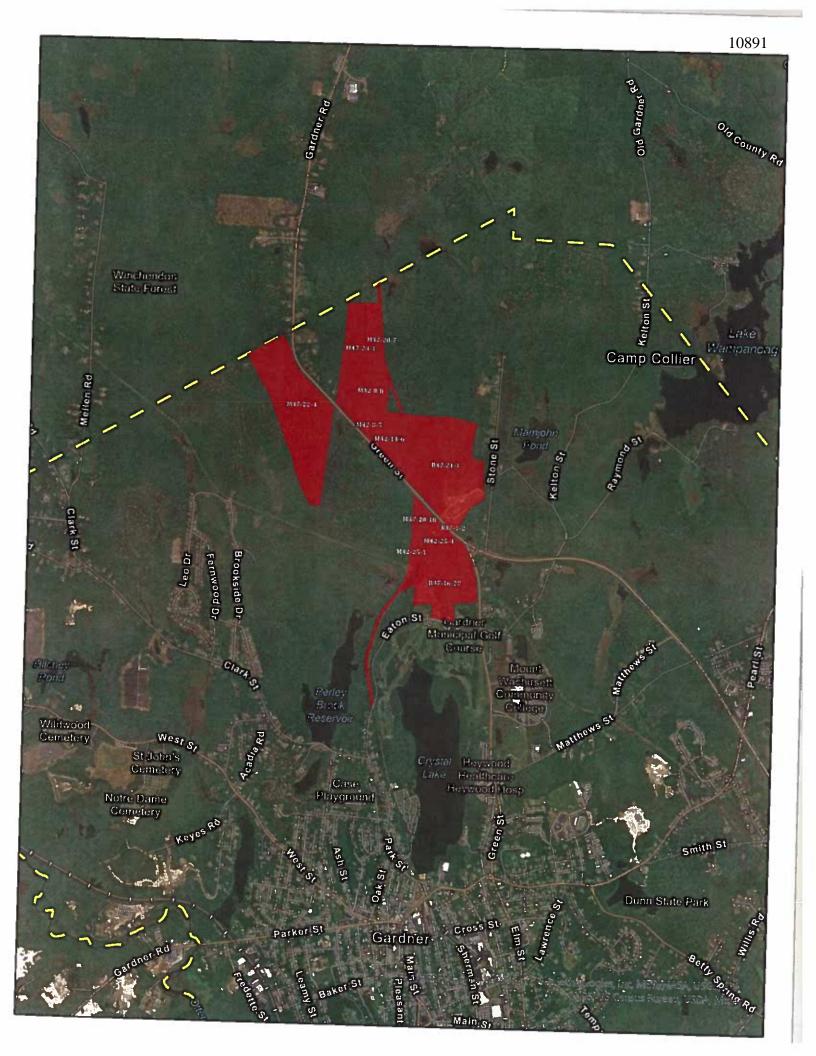
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

<u>PREAMBLE</u>: That "An Ordinance Establishing the Boundaries of the City with Regulations and Restrictions to be Enforced and to be known as the Zoning Code" (Chapter 675) adopted by the City Council December 9, 1970 and amended several times thereafter be further amended as follows:

SECTION 1: By changing the classification from Rural Residential 2 to Commercial 2 for twelve (12) parcels of land situated northernly and southernly of Route 140 Street, being parcels M47-22-4, M47-24-1 (that portion west of bike trail parcel M42-20-7), M42-8-8, M42-8-5, M42-20-7, R42-21-1, R37-1-2, M42-14-6, M42-25-1, M37-20-10, M42-25-3, and R37-16-27 on the City of Gardner Assessor's Map.

Total area of proposed zoning change being approximately 462.5 acres.

<u>SECTION 2:</u> This Ordinance shall become effective upon passage and publication as required by law. Any claims of invalidity by reason of any defect in the procedure of adoption may only be made ninety days after the posting or the second publication.



10891



Eric P. McAvene Chief of Police CITY OF GARDNER POLICE DEPARTMENT 200 Main Street Gardner, MA 01440 Phone (978) 632-5600 Fax (978) 630-9045



Nicholas P. Maroni Deputy Chief of Police

February 6,2023

The Honorable Michael J. Nicholson, Mayor Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Re: Route 140 Re-zoning Request

The Traffic Commission met on Thursday February 2, 2023. In the meeting, the safety on Rt 140 from Green St to the Winchendon line was discussed. The Commission discussed that this section of Rt. 140 would not be safe if added residential driveways were put in this area. Any future development should require the addition of traffic control devices and a traffic study at a minimum, to ensure safety to the motoring public.

If you have any questions, please do not hesitate to contact me.

Nicholas P. Maroni Deputy Chief of Police Chairman Traffic Commission

10891



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street Gardner, Massachusetts 01440 Phone: (978) 632-5600 Fax: (978) 632-9045



Nicholas P. Maroni Deputy Chief of Police

Eric P. McAvene Chief of Police

February 3, 2023

The Honorable Michael J. Nicholson, Mayor Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Re: Route 140 Re-zoning Request

Dear Mayor,

I have reviewed and agree with the proposed request to rezone the northern end of Green Street (Route 140) from residential to Commercial/Industrial. My understanding is the parcel could contain several hundred residential building lots. The addition of that many private homes to the area would cause more public safety/traffic concerns due to the already high traffic congestion and general speeds on the road.

The posted speed limit in that area of the road is 50 MPH, but speeds regularly exceed 60 and 70 MPH. The road was designed as a limited access highway and not a residential road. The existing residents in that section have to cut across the two northbound lanes, through the soft divider and make a left to go southbound. It is an unsafe design.

Many of the collisions on the road end up as serious injury crashes or fatalities because it is designed for higher speed travel. For the above mentioned reasons, I support the rezoning of this area to commercial/industrial. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Eric P. McAvene Chief of Police

CITY OF GARDNER Department of Public Works

Highway Water Sewer Forestry Parks/Playgrounds Cemeteries



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

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

February 3, 2023

RE: Route 140 Zoning Change

Dear Mayor Nicholson:

This letter acts to show my support of the zoning change to remove Rural Residential zoning along the 140 corridor. With the high speeds, heavily traveled route, and several passing lanes, there should not be single family homes with individual driveways constructed in this area. Any future construction in this area should have a traffic study conducted and controlled intersections, such as traffic signals or additional merge lanes

Sincerely,

Dane E. Arnold, Director Department of Public Works



ENGINEERING DEPARTMENT CITY OF GARDNER 50 Manca Drive, Gardner MA 01440

> Robert E. Oliva, City Engineer Telephone (978) 630-8195 roliva@gardner-ma.gov

February 3, 2023

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

Re: Proposed Zoning Amendment

Dear Mayor Nicholson,

I have reviewed the proposed zoning change for the 12 properties on Route 140. As I understand it, the change is being put forth in an effort to minimize future residential driveways being built along this stretch of Route 140. As a measure to improve vehicular safety on Route 140, I have no issue with the proposed zoning change.

Sincerely,

alite. de

Robert E. Oliva City Engineer



City of Gardner Department of Inspectional Services 115 Pleasant Street, Room 101 Gardner, MA 01440 Tel. (978) 630-4007 Fax: (978) 632-3313

Feb. 7, 2023

RE: 140 Zoning Change

Dear Mr. Mayor,

I have long thought that limiting the Rte. 140 corridor to Residential uses was counterproductive to bringing new business to our city. I am in full support of the proposed Zoning change from Rural Residential Two to Commercial Two for the parcels along Rte. 140.

Do not hesitate to contact me should you need any further assistance.

fla

Roland Jean Building Commissioner/Zoning Enforcement Officer City Hall Annex 115 Pleasant St. RM 101 Gardner, MA 01440 (978) 630 4007 rjean@gardner-ma.gov

To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances

ROUTE 140 NORTH CORRIDOR BUILDOUT ANALYSIS GARDNER, WESTMINSTER, AND WINCHENDON, MASSACHUSETTS



View of Mt. Wachusett from Route 140



Montachusett Regional Planning Commission

And

William Scanlan

November 30, 2010

Assistance Provided under Montachusett Regional Planning Commission's District Local Technical Assistance Program (DLTA) with Funding Provided by the Commonwealth of Massachusetts

CREDITS

The Montachusett Regional Planning Commission (MRPC) provided assistance for this project with funding provided by the <u>Massachusetts Department of Housing and</u> <u>Community Development</u> (DHCD) under the District Local Technical Assistance (DLTA) program. Under Chapter 205 of the Acts of 2006, the DLTA program enables staff of Regional Planning Agencies to provide technical assistance to communities for "any subject within regional planning expertise".

Route 140 Steering Committee

Ed Goss	Gardner GIS Coordinator
Robert Hankinson	Gardner City Engineer
Rob Hubbard	Gardner Community Development and Planning Director
Neil Janssens	Gardner City Councilor
Marie Auger	Westminster Planning Board
Karen Murphy	Westminster Town Administrator
Domenica Tatasciore	Westminster Town Planner
Ellen DeCouteau	Winchendon Planning Agent
Jim Kreidler	Winchendon Town Planner
Gerald White	Winchendon Grants Administrator
John White	Winchendon Planning Board

<u>Report Credit</u>

William Scanlan	Principal Author
Renée Marion	MRPC GIS Analyst
John Hume	MRPC Planning and Development Director
Glenn Eaton	MRPC Executive Director

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ROUTE 140 NORTH CORRIDOR BUILDOUT ANALYSIS

INTRODUCTION

As development occurs in the Route 140 Corridor and surrounding areas, the roadway will witness an inevitable increase in traffic volumes. In planning for future transportation improvements, it is useful to ask such questions as: How much overall growth can the Corridor accommodate? What are the most likely places where growth will occur? What type of growth seems appropriate for the area? And, does it make sense to alter local regulations to promote a different development pattern?

One way to address these questions is through the use of a "Buildout Analysis". A buildout analysis seeks to determine the maximum amount of new growth that could occur if all available land attains its full development potential. The analysis relies upon the zoning regulations in effect and takes into account environmental factors that limit the development potential of a site. The results do not provide a timeframe for predicting when a certain amount of growth may occur, but rather it attempts to quantify the maximum amount of development that can occur if no changes are made to alter the outcomes.

The results are useful to transportation planners, who will better understand the land use changes that will take place over time. It is then possible to identify future roadway improvements that will be necessary, program improvements over time, and make budgeting decisions as traffic reaches certain milestones.

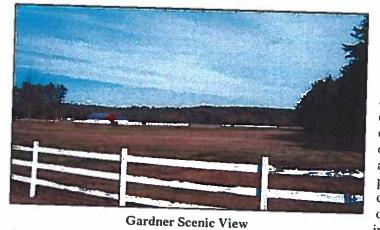
For the Route 140 Corridor, the Steering Committee identified the study area most likely to contribute directly to traffic increases. Winchendon and Gardner initially identified a ¼ mile corridor on each side of the roadway, and Westminster chose a ¼ mile offset. After looking at an initial round of buildout results, the representatives from each community modified the study area by adding in specific parcels and zoning districts where future growth could have a measureable effect on traffic volumes. Maps 1-3 display the community study areas, and Map 4 contains the entire Corridor study area.

BUILDOUT METHODOLOGY

A buildout analysis consists of two discrete phases: mapping, and quantifying development. The process would not be possible without good geographic information and skillful GIS staff. Each community provided up-to-date parcel and zoning coverages, and the state mapping agency, MassGIS, provided accurate environmental and land use data.

Environmental data is a crucial element of a buildout analysis. Certain lands, because of environmental sensitivity, are considered unsuitable for development; these include wetlands, ponds, flood plains, and steep slopes. In addition, Massachusetts has adopted a regulatory program to protect perennial rivers and streams; under the River Protection Act, no development can occur within the "Riverfront Area", a swath two hundred feet wide from each bank. The buildout analysis interprets these lands as unavailable for development.

The buildout maps display the zoning scheme currently in effect in the three communities. For simplicity, these fall into a residential, commercial, or industrial district. Staff also reviewed the communities' zoning regulations to determine if other land use controls might affect the development potential of the corridor. In Gardner, the Water Supply Protection Overlay District (WSPOD) falls within the northern portion of the City and, by requiring large lots, limits development to a greater degree than that permitted in the underlying Rural Residential district.



In addition, GIS staff aggregated land use/land cover data from MassGIS interpreted from 2005 aerial photography. The buildout analysis looks only at vacant land and removes land that is already developed, although it is possible over time for redevelopment to occur. The excluded land uses are active recreation, housing, transportation, commercial/industrial development, power lines, waste disposal, cemeteries, and public/ institutional uses. Finally, land

that is permanently protected as open space is also excluded from future development; the parcel coverages from each community provided the source data for open space properties.

The buildout maps display all of this data and allow local officials to identify the location and current zoning of the developable land. The mapping software categorizes all land in the study area as developed, undevelopable, or developable, and calculates the area in each category by zoning district. Land that is developed or undevelopable (open space or environmentally constrained) is excluded from further analysis.

A buildout spreadsheet helps to quantify the amount of new development that can occur. MRPC conducted community-wide buildout analyses in all of its communities about 10 years ago; thus, the spreadsheets were already available for this study. Knowing the amount of developable land in each zoning district, and assuming zoning districts and regulations remain unchanged, the spreadsheet calculates the amount of possible new growth in each community.

Planners then calculated the buildout results under existing conditions, i.e. the "base case analysis". A significant benefit of the methodology is that it is relatively easy to achieve different results by modifying the assumptions. One can run alternative growth scenarios to quantify the changes that would occur by altering zoning regulations. Planners can play "What if" games. For example: What would happen if the Town re-zoned some residential property to a commercial district? Or What if the City promoted a high intensity mixed use concept at a particular node? These scenarios will be discussed shortly.

BASE CASE BUILDOUT RESULTS

Table 1 displays information on existing conditions in the study area including acres of land in each community by zoning district for the three categories of Undevelopable, Developed, and Developable Land. Table 2 contains the buildout results for the base case scenario.

			th Corridor	
	Undevelopable	Developed	Developable	Total
Gardner	Acres	Acres	Acres	Acres
C1 (Commercial)	4.73	16.65	21.30	
11 (Industrial)	30.24	24.08	88.93	143.
I2 (Industrial)	83.96	36.69	48.44	169.0
RR (Rural Residential)	3,398.10	215.18	1,060.19	
SFR (Single Family Residential)	29.28	48.03	80.03	4,673.
Subtotal	3,546.31	340.62	1,298.89	157.
Percent	68.4%	6.6%	25.0%	5,185.8 100%
Westminster				
Commercial - I	53.92	37.67	172.37	263.9
Industrial-I	13.60	73.36	150.53	237.4
Residential – I	28.07	76.83	129.70	234.6
Subtotal	95.59	187.87	452.60	736.0
Percent	13.0%	25.5%	61.5%	100%
Vinchendon				
C1 (Commercial)	355.38	53.56	396.67	805.6
(Industrial)	138.66	11.26	479.30	629.2
80-RR (Residential)	1,303.64	165.50	827.52	
ubtotal	1,797.68	230.32	1,703.49	2,296.60
ercent	48.2%	6.2%	45.7%	<u> </u>
ercent	5,439.58	758.81	3,454.98	9,653.37
	56.3%	7.9%	35.8%	100%

 Table 1

 Development Characteristics of the Route 140 North Corridor

<u>Gardner</u>

A shown in Table 1, only 25% of the study area in Gardner is available for development; 68.4% is undevelopable and 6.6% is already developed. Much of the undevelopable land is in public ownership by the City for water supply protection. While the amount of developable land is nearly four times greater than that occupied by existing development, the large amount of undevelopable land, and the presence of the low density watershed regulations, will help to retain an open character for the Gardner portion of the Route 140 Corridor.

Of the nearly 1,300 acres of developable land, 1,060 acres are in the Rural Residential district where new homes require large lots (60,000 sq. ft.). It is unlikely that the City will extend public water and sewer systems to these outlying areas. Another 80 acres are in a Single Family Residential District with a density of 3.5 units per ac. This density does require service by public water and sewer systems. Only 12% of the available land in the Gardner portion of the study area (159 ac.) is in a commercial or industrial district.

For the base case scenario, Table 2 indicates that Gardner could witness 792 new dwelling units and over 3.0 million square feet of non-residential development. Over 300 acres of Rural Residential land is within the WSPOD, which specifies a three-acre minimum lot size for a single family home. The low density is a valid means of protecting the water supply, and of course, has the effect of reducing the residential buildout.

The commercial and industrial districts allow a reasonable intensity of development. The analysis uses a factor termed "Effective FAR¹" to calculate the amount of non-residential development. The Effective FAR takes into account land needed for setbacks, open space percentages, and parking, and based on allowable stories, it is a measure that expresses the amount of building floor area a lot can accommodate. For example, in Gardner's Commercial 1 district, its Effective FAR of 0.33 means that a 10,000-sq. ft. lot could accommodate 3,300 sq. ft. of building floor area in compliance with zoning and parking codes. Exceeding the FAR would require structured parking, which is not economically feasible in today's market.

Table 2 also shows the possible impacts at full buildout of water demand, new residents, and new students. Based on a water consumption rate of 75 gallons per capita per day and 75 gallons per 1,000 sq. ft. of non-residential floor area, the new development would require 368,494 gallons of water per day. This is true whether or not development is tied into the municipal water system. However, it is unlikely that the commercial and industrial floor space at buildout would be possible without public water service. The number of new residents and new students are based on the number of people per household (2.35) and number of public school students per household (0.417) from the 2000 Census. The 792 new homes in the Corridor could generate 1,862 new residents and 319 new students.

<u>Westminster</u>

Westminster comprises the smallest portion of the study area, 736 acres, since it only includes the area between the Route 2/140 intersection and the Gardner line. In contrast to Gardner, 61.5% of the study area is available for development and 25.5% is already developed. Only 13%of the land area is undevelopable due to environmental constraints. There is a fairly even distribution of buildable land across the three zoning categories: 172 acres of Commercial 1, 151 acres of Industrial 1, and 130 acres of Residential 1.

¹ FAR stands for Floor Area Ratio, i.e. the relationship of building floor area to lot area.

	;								
	Area (Ac.)	Effective FAR	Square Feet of Floor Space	Build Factor	Min. Lot Size (So ft)	Dwelling	Water	New	New
Winchendon					(oq. 10)	CHILS	Use	Kesidents	Students
Highway Commercial - C1	396.67	0.504	2 702 200						
Industrial – I	08 051		0,100,000		000,67		653,144		
Rural Residential - Reo	F13.00	0, 0, 0	12,025,905		43,560		901,943		
Subtotal	021.02			0.846	87,120	350	72,170	962	202
Capitolal	1,703.49		20,734,494			350	1,627,257		
Westminster									
Highway Commented of									
The second secon	172.37	0.34	2,552,869		40,000		191.465		
Industrial - 11	150.53	1.03	1,688,450		40,000		106 69.1		
Kesidential - R1	129.70		_	0.825	50.000	80			
Subtotal	+52.60		4,241,318			00	20,040	267	52
			_			00	200,412		
Gardner									
Commercial 1 - COM 1	21.30	0.33	201 202						
Industrial I - IND 1	88.93	0.42	1 696 009		10,000		22,964		
Industrial II - IND 2	48.44	0.53	1 110 905		10,000		122,024		
Single Family Residential 1			-,0,020		30,000		83,874		
- Sr Kl Rural Residential & DDA	80.03			0.872	12,500	243	42,862	571	90
Land Outside the Webon							96,769		
I and Incide the WOLDD	752.99			0.841	60,000	460		1,080	192
Subtotal	307.20			0.872	130,680	68		210	-1
	1,298.90		3,051,500			792	368,494	1,862	319
Grand Total	3 454 00				 				
	00:00		28,027,312			1,240 2	2,333,893	3,091	572

Table 2 Route 140 North Base Case Buildout Analysis

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For the base case scenario, 130 acres of developable land in Westminster's R-1 district could yield 98 new dwelling units using the minimum lot size of 50,000 sq. ft. This would generate 267 new residents and 52 new students based on multipliers of 2.73 people per household and 0.55 public school students per household from the 2000 Census. In Commercial 1, 172 acres of developable land could yield about 2.55 million square feet of floor



Westminster – Rt. 2 Area

area. In Industrial 1, 151 acres of developable land could result in 1.69 million sq. ft. of floor area. Altogether, this new growth would have a water demand of 338,142 gallons per day.

Winchendon

Winchendon has the largest amount of developable land in the study area. This is partially due to incorporating large commercial and industrial districts that lie beyond the ½ mile corridor. Town representatives believed future development in these areas would have a significant impact on traffic growth and wished to assess the magnitude of growth current zoning would allow. 45.7% of the study area in Winchendon is available for development, or about 1,700 acres. About half of this land is zoned for residential use. With a two-acre minimum lot size in the Rural Residential district, the 827.5 developable acres would allow 350 dwelling units. This growth would increase the Town's population by 962 residents and add 202 students to the public school system (based on multipliers of 2.75 people and 0.576 students per household).

The Winchendon portion of the study area contains a large amount of developable land zoned for non-residential uses, about 400 acres for commercial development and 479 acres for industrial development. Combined, there are 876 acres of developable land that has a potential buildout of 20.7 million sq. ft. of floor space. Clearly, such a large amount of development would have major consequences on traffic along Route 140. Water demand from all future development would exceed 1.6 million gallons per day.

Study Area Summary

On the whole, the Buildout Analysis reveals that there is a significant amount of room available for new growth in the Route 140 Corridor. Of the 9,653 acres in the entire study area, over half (56.3%) is undevelopable; however, 35.8% of the total acreage is developable, which is 4.6 times as much as the land already developed (7.9% of the study area). While Gardner has the most land, 68.4% of it is undevelopable. Winchendon has the most developable land in the study area, 1,703 acres, which comprises 50% of all developable land.

Furthermore, 65% of the developable commercial and industrial land in the study area is in Winchendon. Combined all three communities offer 1,358 ac. of developable commercial and industrial land, which can accommodate 28.0 million sq. ft. of non-residential floor space. Winchendon's potential 20.7 million sq. ft. of floor space comprises 74% of the commercial and industrial development at buildout in the study area. Gardner's 3.0 million sq. ft. and Westminster's 4.2 million sq. ft. comprise 15.1% and 10.9% respectively of the Corridor's potential commercial and industrial build-out.

Residentially, about 2,100 acres is developable, which comprises 61% of all developable land. Gardner contains 54%, and Winchendon 40%, of the total developable residential land. This residential property in the study area could accommodate 1,240 new dwelling units. Gardner has 1,140 acres of developable residential land and would yield the largest number of new units, 792, or 64% of the total units.

ALTERNATIVE GROWTH SCENARIOS

As noted above, it is possible to modify the data and assumptions in the Buildout Analysis to test different growth policies. For example, local officials might wish to see the results from rezoning residential land to a commercial district, increasing minimum lot size requirements in a residential district, or establishing a high density mixed-use zoning district at a transportation node to encourage a more compact, pedestrian-scale, village-style development. The Steering Committee considered this opportunity, and members from Gardner and Winchendon proposed an alternative development scenario for their communities. In Westminster, local officials believe the existing zoning pattern is a good one. Developable land along Route 140 is already zoned for commercial and industrial purposes, and near-by residential developments limit opportunities for re-zoning.

Winchendon Alternative Growth Scenario

Winchendon officials want to explore the possibility of future opportunities for economic development along Route 140 in the southern part of Town by re-zoning land from Rural Residential to Commercial 1. This area coincides with Winchendon's "Gateway Overlay District", where



Winchendon - Gateway Area

Gateway Overlay District", where special development standards apply to minimize the traffic impacts of new development. It includes the area along the westerly side of Route 140 from the southern end of the C-1 district to the Gardner line with a depth of 500'; on the easterly side, it includes the area bounded by Route 140, the Gardner line, and the North Central Pathway rail trail. Map 5 displays the revised zoning boundaries used in the alternative buildout analysis. 10891

The new district contains 347.4 acres, of which 251.5 ac. are developable according to the GIS analysis. Keeping the zoning standards of the C-1 district constant, the land would accommodate 5.4 million sq. ft. of commercial floor area. Correspondingly, the residentially zoned acreage in the Winchendon portion of the study area falls to 581.1 acres, resulting in a decrease of 104 dwelling units at buildout. Table 3 compares the Winchendon study area buildout under the base and alternative scenarios.

	Base Scenario	Gateway Scenario	Change
Developable Acres in RR	827.5	581.1	-246.4
Developable Acres in C-1	396.7	643.0	246.4
New Dwelling Units	\$50	246	-104
Commercial Floor Area	8,708,588	14,117,454	5,408,866
Industrial Floor Area	12,025,905	12,025,905	0
New Residents	962	676	-286
New Students	202	142	-60
Water Demand	1,627,257	2,011,435	

 Table 3

 Winchendon Commercial Development Scenario

Winchendon could view the possibility of re-zoning this portion of the study area as an opportunity to achieve greater economic development. Winchendon has a great deal of land already zoned for commercial and industrial purposes in the area, and officials should consider the effect on those properties of encouraging commercial development here. A less intensive alternative Winchendon could consider is to adopt a planned development bylaw that would allow large projects by special permit within the Gateway Overlay district. For example, a planned business development bylaw could allow a large shopping plaza or big-box retail outlet subject to reasonable regulations to protect residential abutters.

In either case, the presence of the highway affords excellent access to developable property. The re-zoning scenario would increase the amount of developable land in C-1 by about 250 acres. Correspondingly, the number of potential dwelling units would decrease by more than 100, lessening the demand for municipal services and school education costs. The idea of allowing some commercial or industrial development here has merit and local officials could explore it further. This buildout analysis at least provides an initial basis for understanding the long-range land use consequences of the decision.

Gardner Alternative Growth Scenario



Gardner - Matthews St. Area

In 2006, Martin Wolons proposed a high-density, mixed use development concept along the westerly side of Route 140 in the vicinity of Pearl and Matthews Streets. The developer sought approval under the state's "Smart Growth" statute, MGL Chapter 40R, which promotes multifamily housing, including affordable units, to create town center-style developments. In return for encouraging housing production, a community receives incentive

payments from the state. Chapter 40R requires approval of a discrete zoning district by the local legislative body to demonstrate community support and establish local standards for design. The project consisted of 650 units of housing and 200,000 square feet of commercial space on 114 acres. Because of poor economic conditions, the developer abandoned the project. Since the site remains vacant, has good highway access, and is near public water and sewer systems, Gardner Steering Committee members asked to run an alternative growth scenario at this location to help understand possible impacts of a large development here.

With several parcels under common ownership, the analysis incorporates the same area as the 40R project. Map 6 displays the revised zoning boundaries used in this scenario. Rather than a predominantly residential project, this hypothetical development assumes a mix of light industrial and office uses, termed the LI-O scenario². The GIS analysis determined that 82.3 acres of the site are developable. The LI-O scenario allocates 50% of the developable land for light industry and 50% for office and research and development. Industrial uses tend to favor extensive one-story buildings and have a relatively low parking demand; office and research uses favor multi-story buildings and have a higher parking demand due to the employee-intensive nature of such businesses. Combining these uses, the LI-O scenario assumes an overall Effective FAR of 0.5 for the district. Table 4 displays the results of this scenario.

	Base Scenario	LI-O Scenario	Change
Developable Acres in RR	1,061.3	979.06	-82.3
Developable Acres in LI-O	0	82.3	82.3
New Dwelling Units	792	742	-50
New LI-O Floor Area	0	1,792,058	1,792,058
New Residents	1,862	1,744	-118
New Students	319	298	-21
Water Demand	368,444	\$ 59,639	-8,805

Table 4
Gardner Mixed-Use Development Scenario

The proposed Light Industry-Office scenario could yield an additional 1.8 million sq. ft. of nonresidential floor space at buildout. This location is currently zoned RR and is outside the WSPOD; removing the land from RR could reduce the number of dwelling units by 50 units. This scenario provides an interesting counter-point to the chapter 40R project, which contained 650 dwelling units and 200,000 sq. ft. of retail space. Assuming the previous developer had proposed a realistic concept based on infrastructure capacity and the site's physical conditions, it is plausible that the location could also accommodate an intensive industrial park or office/research complex. Gardner officials may wish to examine surrounding land uses to assess whether such a use would be compatible with the neighborhood and consider alternative development schemes, e.g. including a residential or commercial component.

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 $^{^2}$ To create a residential component, Gardner's Smart Growth Planned Unit Development (SGPUD) allows up to 50% of a tract to consist of residential uses.

LAND USE GOAL

The following land use goal sets an overall growth policy for communities to plan and develop the Route 140 Corridor to achieve the highest and best use of the available land and public infrastructure for the benefit of the three communities:

Communities connected by Route 140 should proactively plan together for future growth. Through innovative zoning measures communities will foster a sustainable pattern of development, one that preserves roadway capacity and public safety, promotes economic development, conserves resources, and achieves high standards of design.

RECOMMENDATIONS

The preceding analysis documents the considerable amount of developable land in the Corridor and the large potential for economic growth. Most communities welcome new economic development because it creates jobs and adds to the local tax base without overwhelming municipal services. However, such growth should not occur at the expense of community character, environmental excellence, or quality of life. Despite the vast potential for new growth in the Corridor, the challenge is not to just recruit new business but to achieve high quality development. The following recommendations offer techniques to balance economic opportunity and preserve community character so that residents may enjoy the benefits of new growth.

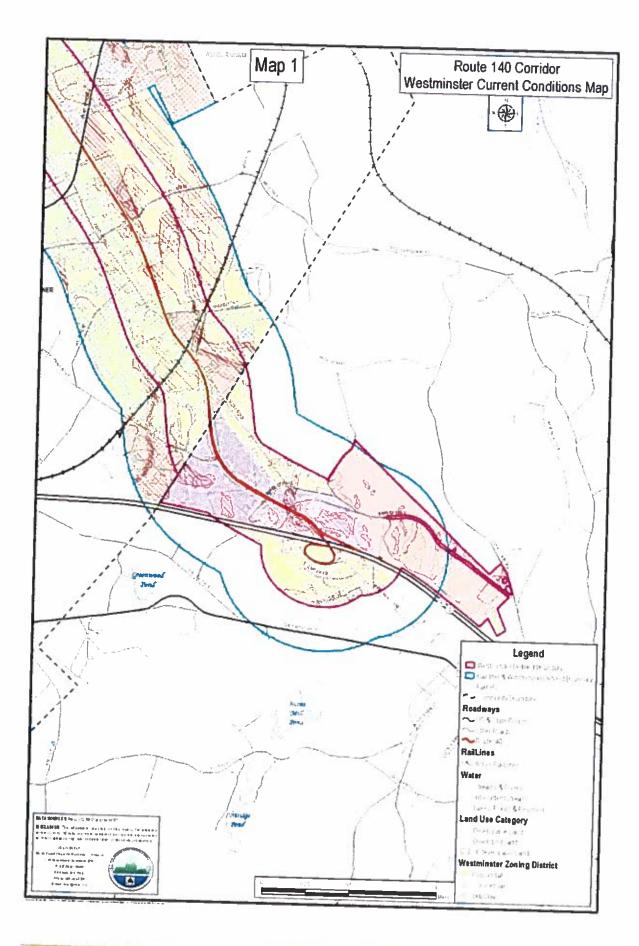
- 1. Implement access management controls by limiting the number of curb cuts directly onto Route 140, requiring common driveways where feasible, and connecting adjoining properties through internal access roads to lower the number of turning movements onto the highway. Winchendon's Gateway Overlay District is a good example of a regulation that seeks to control access to Route 140 and avoid commercial sprawl.
- 2. Modify land use controls to allow a higher intensity of development at key intersections where roadway capacity exists and water and sewer services are available.
- 3. Preserve scenic views through strategic purchases of open space, acquisition of view easements, or requirements for photo-simulation during site plan review to consider alternative building configurations.
- 4. Review sign regulations to insure that signs permitted in commercial and industrial districts minimize visual clutter. Restrict billboards and other non-accessory signs.
- 5. Authorize sharing of parking or reducing parking requirements when complementary uses have different peak hours of parking demand.
- 6. Require traffic impact studies for large-scale developments.
- 7. Review development design standards to achieve high quality development, for example:
 - Add landscaping requirements in parking lots, along road frontage, and around buildings.
 - Establish protective buffers adjacent to residential uses.
 - Set architectural standards to promote visual interest, such as pitched roofs, exterior building materials, awnings, etc.
 - Require screening of dumpsters, utility structures, and outdoor storage areas.
 - Provide safe, pleasant, and accessible paths for pedestrians within new developments and from adjacent neighborhoods.

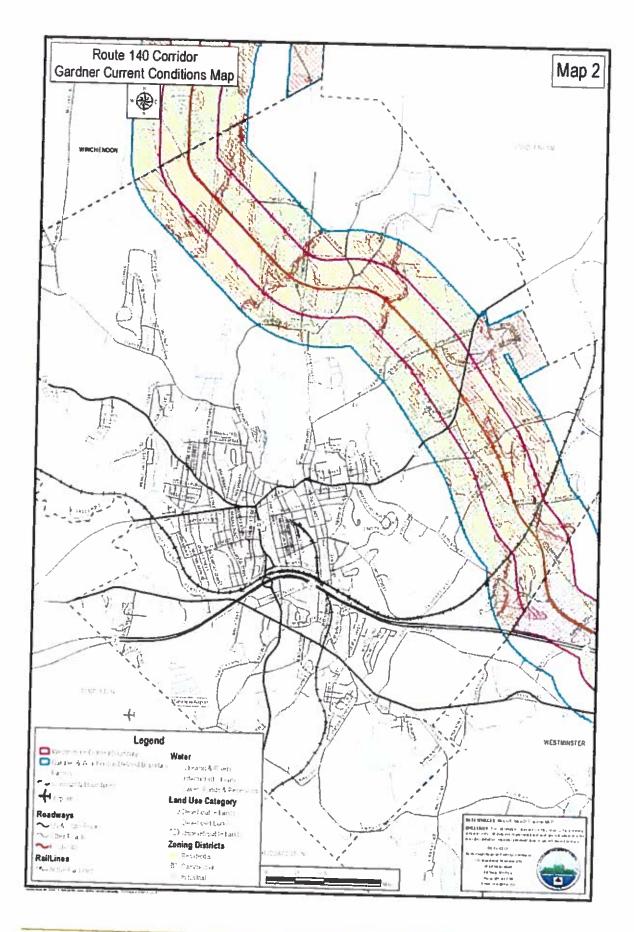
- Use Low Impact Development (LID) stormwater management techniques to contain and purify runoff on-site and improve development aesthetics.
- Set lighting requirements and use fixtures with cutoffs to curtail light impacts.
- Place wiring underground.

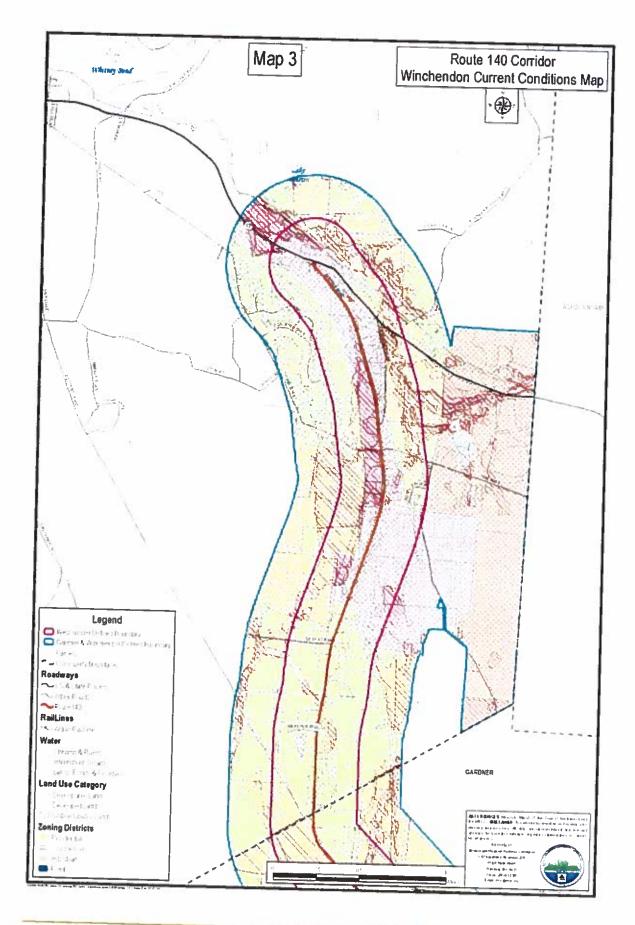
MRPC could take the lead by creating a process to develop model design standards applicable to similar highway corridors throughout its Region.

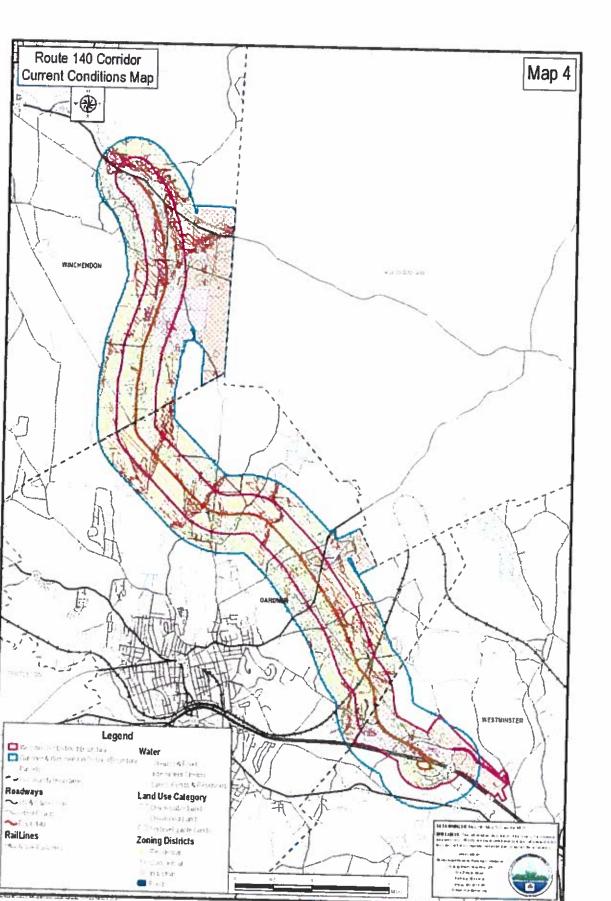
- 8. Continue to analyze re-zoning opportunities in Winchendon and Gardner as outlined in the alternative growth scenarios discussed above.
- 9. Provide connecting links to the North Central Pathway rail trail as a way to promote commuter access by bicycle. Continue to extend the trail along its entire proposed 16-mile length for recreational use and as a tourism attraction.
- 10. Work with MassDOT to pursue nomination of Route 140 as a Scenic Byway. Once approved, communities are eligible for additional federal grants for planning, marketing, roadway improvements, and public amenities. After preparing a Management Plan, implementation funding may be used for a variety of projects such as: constructing links to nearby recreation areas, installing historic markers, building off-road parking areas, developing informational kiosks, preserving scenic vistas, etc. The Scenic Byway Program is an avenue for obtaining funds for enhancement projects based on a management plan that has been informed through significant public participation. It has no regulatory effect on private property.
- 11. Pool resources to develop a regional marketing strategy to tout the assets present in the Corridor for economic development. Consider a unique moniker for Route 140 that evokes an image of beauty, local history, and community resourcefulness.
- 12. Work cooperatively to protect public water supplies. A portion of Gardner's public water supply watershed for Crystal Lake extends across the city line into Winchendon. An important goal of Gardner's "Open Space and Recreation Plan" is to seek regional cooperation and develop inter-municipal agreements to assure protection of its water supply. As growth takes place in south Winchendon, the two communities should execute an inter-municipal agreement that encourages sustainable resource management and best practices for new development to minimize any potential water quality degradation. As a regional issue, MRPC could assist in drafting an acceptable agreement that would advance the land use and environmental goals of each community.
- 13. Develop alternatives to frequent driveway openings onto Route 140. The Buildout Maps reveal that residential zoning districts occupy large stretches of Route 140. The danger exists that over time, individual lots with single family homes will each have a driveway with access onto Route 140. Homeowners will enter and exit these lots on a frequent basis interfering with the smooth flow of traffic and creating unsafe travel conditions, especially in severe weather. Communities should encourage alternatives to individual driveways, such as common driveways, subdivision roads, and frontage roads parallel to Route 140, to provide controlled points of access onto the highway.
- 14. Consider larger setbacks from the highway for residential uses. As traffic growth increases along Route 140, traffic noise and congestion will make abutting property less desirable for single family homes. This impact can be mitigated by deeper front setbacks and landscape buffers to help maintain lot privacy.
- 15. Explore regional zoning regulations to enhance inter-municipal cooperation in managing development in order to protect the character of the corridor. Since Route 140 is a regional asset and engine for economic growth, the communities may wish to explore adoption of a

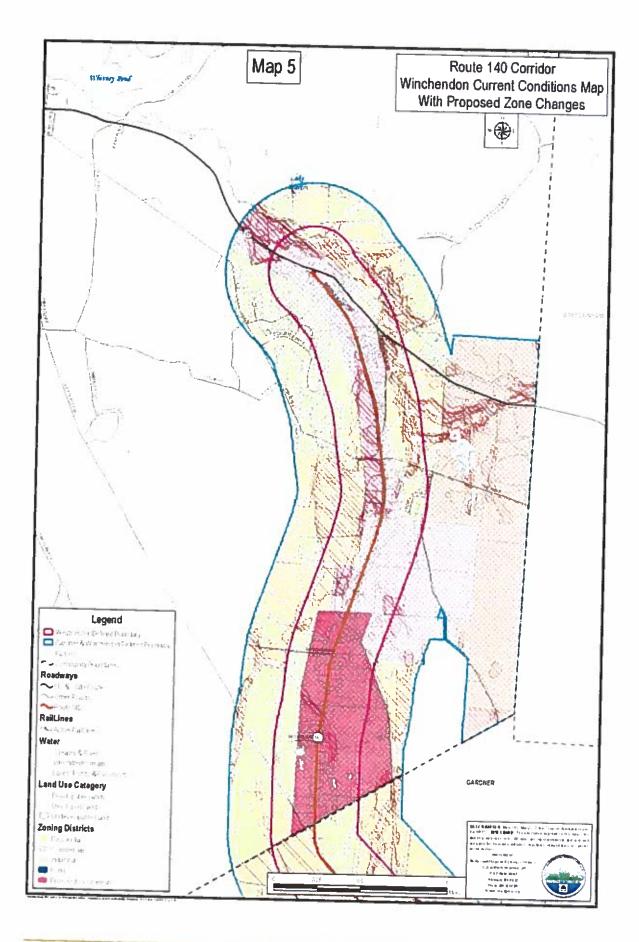
regional Highway Corridor Overlay District. MRPC could also assist in this endeavor. Such an approach would allow for inter-community consultation on major development projects, establish common design and development standards, and encourage access management techniques to preserve roadway capacity and protect motorist safety. This concept has worked well in the Blackstone Valley where three communities adopted a model Route 146 Corridor Overlay District zoning bylaw. Each community decides which uses are most appropriate for its section of the Route 146 Corridor, and the Overlay District establishes consistent design standards to manage development along the roadway to protect its scenic, historical, and natural resource values.

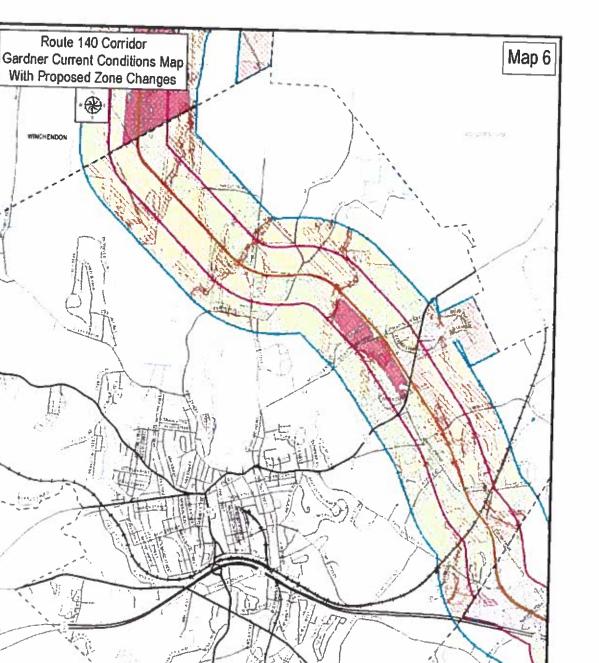


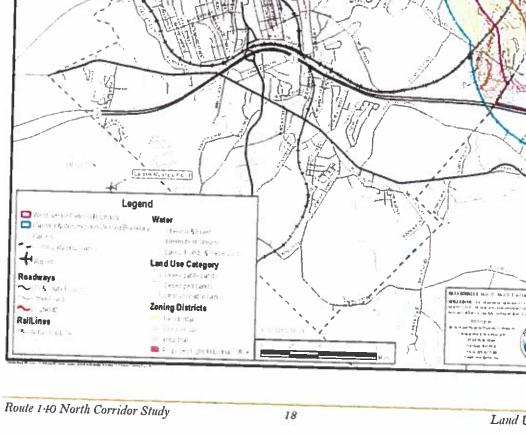












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Land Use Report

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WESTMINSTER

Properties Included In Zoning Change Proposal

(Property Record Cards And Deeds)

Parcel ID:

M47-24-01

Address:

No Formal Address

Owner:

City of Gardner

Other:

Vacant Wooded Lot

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Parcel ID:

M42-08-08

Address:

No Formal Address

Owner:

Andre and Suzanne Guertin

Other:

Vacant Lot

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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:50:08 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration						
60142	DEED		36139/377	04/20/2005	1.00						
Property-Stre	et Address and/or Desc	ription									
GREEN ST,	WINCHENDON RD										
Grantors	Interview Interview File Date Consideration 30142 DEED 36139/377 04/20/2005 1.00 Property-Street Address and/or Description 36139/377 04/20/2005 1.00 SREEN ST, WINCHENDON RD 36139/377 04/20/2005 1.00 Brantors SREEN ST, WINCHENDON RD 36139/377 04/20/2005 1.00										
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10891

QUITCLAIM DEED

Bk: 36139 Pg: 377 Doc: DEED Page: 1 of 3 04/20/2005 11:49 AM

I, Rebecca M. Perreault, of Gardner, Worcester County, Massachusetts

for consideration paid, and in full consideration of One and 00/100 Dollars (\$1.00)

Grant to Andre E. Guertin and Suzanne G. Guertin, husband and wife, as tenants by the entirety,

Of 582 Pearl Street, Gardner, Worcester County, Massachusetts

with QUITCLAIM COVENANTS

the land in Gardner, Worcester County, Massachusetts,

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Parcel One

A Parcel of land situated on the northerly side of the so-called Winchendon Road (now known as Green Street) leading from said Gardner to Winchendon bounded and described as follows:

BEGINNING at a point located on the northerly line of said Winchendon Road, which point is located 500 feet easterly from a stone wall at land now or formerly of one Whitney;

THENCE S. 30° E. along said Winchendon Road 660 feet to other land of grantor herein;

THENCE N. 57.75° E. along said land of grantor herein, 860 feet, more or less, to a drill hole in a stone wall located on the southerly side of Old John Eaton Road;

THENCE northerly along a stone wall at land now or formerly of Rector Reed, 790 feet, more or less, to the land of the Boston & Maine Railroad and land of grantor herein;

THENCE southwesterly along said land of grantor herein 1,450 feet, more or less, to the place of beginning.

EXCEPTING therefrom, a certain parcel of land situated at 1263 Winchendon Road on the northeasterly side of said Winchendon Road a/k/a Green Street, Route #140, in Gardner, Worcester County, Massachusetts, bounded and described as follows:

BEGINNING at the most southerly corner thereof, at an iron pin in the northeasterly line of Winchendon Road, a/k/a Green Street, Route # 140, at a corner of land of The City of Gardner; THENCE N. 30° 07' 16" W. by said road line 250.00 feet to an iron pin at a corner of other land of Rebecca M. Perreault, the grantor herein;

THENCE N. 57° 14' 13" E. 525.00 feet to an iron pin;

W/s/a Rebecca Perreault

THENCE S. 30° 07' 16" E. 250.00 feet to an iron pin at land of the first mentioned City of Gardner, the preceding two courses being by said Perreault land;

THENCE S. 57° 14' 13" W. by said city land 525.00 feet to an iron pin in the northeasterly line of Winchendon Road and the point of beginning.

Returneto: Andre and Suzanne Guertin 582 Pearl St Gardner MA 01440

green Street gardner MA

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CONTAINING 3.0099 acres or 131,110 square feet. Said excepted parcel being shown on a plan entitled "Plan of Land prepared for Rebecca M. Perreault, (owner: Book 3142, Page 278), Gardner, MA, dated March 31, 2005, prepared by Szoc Surveyors, 32 Pleasant Street, Gardner, MA (978-632-0233) 1 inch = 80 feet, recorded in the Worcester County Registry of Deeds in Plan Book Plan 96.

For grantors title see deed from the City of Garder to Herve J. Perreault and Rebecca M. Perreault, husband and wife, as tenants by the entirety, dated July 21, 1948 and recorded in the Worcester County Registry of Deeds in Book 3142, Page 278.

Parcel Two

67

The land in the northerly part of Gardner located on the northeasterly side of Green Street, formerly known as Winchendon Road, and bounded and described as follows:

BEGINNING at a point on the northerly line of said Green Street 500 feet southeasterly from the junction of said northerly line of Green Street and a stonewall forming the westerly boundary of other land now or formerly of the City of Gardner;

THENCE northeasterly by land now or formerly of Herve Perreault 1,450 feet, more or less, to the junction of the southwesterly boundary of land now or formerly of the Worcester Division of the Boston & Maine Railroad and a stonewall forming the easterly boundary of said land now or formerly of Herve Perreault;

THENCE northwesterly along said southwesterly boundary of land now or formerly of the Worcester Division of the Boston & Maine Railroad approximately 800 feet;

THENCE southwesterly approximately 400 feet to a point 50 feet easterly from the easterly edge of Wilder Brook;

THENCE southwesterly by a line parallel to and 50 feet easterly of said Wilder Brook 1,800 feet, more or less, to the said northerly line of Green Street;

THENCE southeasterly along said northerly line of Green Street approximately 50 feet to the place of beginning.

CONTAINING 17 acres, more of less.

BEING THE SAME PREMISES conveyed to Herve J. Perreault by deed of the City of Gardner dated April 18, 1951 and recorded in the Worcester County Registry of Deeds in Book 4919, Page 422. I derive my title as devisee under the Will of Herve J. Perreault, see Worcester County Probate Docket #PR 0418 EP1. Herve J. Perreault became deceased on December 30, 1997. See Affidavit of No Estate Tax Due recorded in said Registry at Book <u>36139</u>, Page <u>375</u>.

Executed as a sealed instrument this 12 day of April 2005

REBECCA PERREAULTR

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this $\underline{60}$ day of \underline{APril} , 2005, before me, the undersigned notary public, personally appeared Rebecca M. Perreault, proved to me through satisfactory evidence of identification, which was \underline{bcrK} \underline{TD} , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public My commission expires:

M. CELEST? REYNOLDS Notery Public Commonwealth of Massachusetts My Commission Expires October 25, 2007

ATTEST: WORC. Anthony J. Vigliotti, Register

Parcel ID:

M42-08-05

Address:

1263 Green St

Owner:

George Perrault

Other:

Current use would be grandfathered in the event of a zoning change

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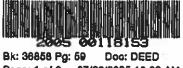
Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:47:14 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
118153	DEED		36858/59	07/22/2005	100.00
Property-Street	t Address and/or Descr	iption			
1263 WINCHEN	DON RD, GREEN ST,	ROUTE 140			
Grantors					
	EBECCA M				
Grantees					
PERREAULT GE	EORGE T				
References-Boo	ok/Pg Description Rec	orded Year			
Registered Land	d Certificate(s)-Cert# B	look/Pg			

Bk: 36858 Pg: 59

10891



Page: 1 of 2 07/22/2005 10:02 AM

DEED

I, REBECCA M. PERREAULT, now of Gardner, Worcester County, Massachusetts, for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, hereby grant to GEORGE T. PERREAULT, now of 2 Victor Avenue, Worcester, Worcester, Worcester County, Massachusetts, with quitclaim covenants, a certain parcel of land with buildings thereon, situated at 1263 Winchendon Road, in Gardner, Worcester County, Massachusetts, on the northeasterly side of said Winchendon Road, as known as Green Street, Route 140, in said Gardner, Massachusetts, said parcel being shown on a plan entitled "Plan of Land Prepared for Rebecca M. Perreault, (Owner: Book 3142, Page 278) Gardner, MA, March 31, 2005, Szoc Surveyors, 32 Pleasant Street, Gardner, MA, (978-632-0233) 1 inch = 80 feet" and recorded in the Worcester County Registry of Deeds in Plan Book 824, Plan 96, further bounded and described as follows:

BEGINNING at the most southerly corner thereof, at an iron pin in the northeasterly line of Winchendon Road, a/k/a/ Green Street, Route 140, at the corner of land now or formerly owned by the City of Gardner;

THENCE N. 30° 07' 16" W. by said road line, 250.00 feet to an iron pin at the corner of other land now or formerly of Rebecca M. Perreault;

THENCE N. 57°14' 13" E., 525 feet to an iron pin;

THENCE S. 30° 07' 16"E., 250.00 feet to an iron pin at land now or formerly of the City of Gardner, the preceding two courses being by land now or formerly of Perreault;

THENCE S. 57° 14' 13" W., by land now or formerly of the City of Gradner, 525.00 feet to an iron pin in the northeasterly line of Winchendon Road and the point of beginning.

RETURN TO: George T. Perreault 2 Victor Avenue Worcester, Massachusetts 01603 Containing 3.0099 acres or 131,110 square feet of land, more or less, according to said Plan.

BEING A PORTION OF THE SAME PREMISES conveyed to Herve J. Perreault and Rebecca M. Perreault, dated July 21, 1948 and recorded in the Worcester Registry of Deeds in Book 3142, Page 278.

WITNESS my hand and seal this 18 day of July , 2005.

Beberca M. Persoult

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this 18th day of July 2005, then personally appeared the abovenamed REBECCA M. PERREAULT and known to me and who produced her identification and proved to be the person whose named is signed on this document and acknowledged to me that she signed it voluntarily as her free act and deed, before me,

M. Cilists Notary Public

My commission expires:

M. CELESTE REYNOLDS Notary Public Angul Wealth of Massachusette 'Ay Commission Expires October 25, 2007

ATTEST: WORC. Anthony J. Vigliotti, Register

Parcel ID:

M42-20-07

Address:

No Formal Address

Owner:

City of Gardner

Other:

Bike Trail

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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:53:28 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
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Property-Str	eet Address and/or Des	scription			
RELV	VINCHENDON RD PL BH	756-125			
Grantors					
BOSTON &a	mp; MAINE CORP				
Grantees					
GARDNER C	ITY				
References-E	Book/Pg_Description_R	ecorded Year			
Registered L	and Certificate(s)-Cert#	Book/Pg			

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RELEASE DEED

The BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Twenty Thousand Four Hundred and no/100 (\$20,400.00) Dollars paid to it by CITY OF GARDNER, having a mailing address of City Hall, Gardner, Massachusetts, (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Gardner, County of Worcester, Commonwealth of Massachusetts, (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements: This conveyance is made without granting any right of way, either by necessity or 1. otherwise, over any remaining land or location of the Grantor. The Grantor hereby reserves a permanent, exclusive right of way and easement1 in, 2. on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

¹ under

Law Offices of George C. Corey 144 Central Street Gardner, MA 01440

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Winchendon Road, Gardner,

- 3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
- 4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.
- 5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
- By the acceptance of this deed and as part consideration therefor, the Grantee б. agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances. This provision does not apply to any future activity on the premises or any part thereof conducted by the Grantor, including but not limited to its execise of its rights as set forth in paragraph 2 hereof.

- 7. By the acceptance of this deed and as part consideration-therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.
- 8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
- 9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal-Engineering-Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
- 10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
- 11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
- 12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this /3 /4 day of $\int \mathcal{UMC}$, 2000.

GRANTOR: BOSTON AND MAINE CORPORATION

Tend Iamanel-

ΒV David A. Fink, Chief Executive Officer

GRANTEE: CITY OF GARDNER

By: Doniel 1 Sel

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

42, 13, 2000

Then personally appeared the above-named David A. Fink, its Chief Executive Officer of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.

lotary Public Commission Expires: 120204 Ser

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

6/22 , 2000

peal

Then personally appeared Daniel Jr.Kelley the MAYOR CITY OF GARDNER and acknowledged the foregoing release deed to be his/her free act and of the deed and the free act and deed of said CITY OF GARDNER, before me.

<u>Iheren N. Hillman</u> Notary Public: My Commission Expires: 8/25/06

EXHIBIT A

LAND CONVEYED TO THE CITY OF GARDNER MASSACHUSETTS BY THE BOSTON AND MAINE RAILROAD

All of the Land of the Boston and Maine Corporation lying within the existing Railroad Right-of Way between Railroad Station 1550+50± at State Route 140 in Gardner, MA and Railroad Station 1606+00 ± at the Gardner/Winchendon City/Town Line. Said land is shown on plans entitled "Right of Way Plan in Gardner, Massachusetts of the Boston and Maine Corporation Property being conveyed to the City of Gardner, Massachusetts, Scale 1"-100' Weston and Sampson Engineers, Inc. 88 Waverly Street Framingham, Massachusetts 01701. "Said plans dated June 5, 2000, being the same property as shown on the "Right of Way and Track Map Fitchburg R.R. Co., operated by the Boston and Maine R.R. Scale 1"-100' dated June 30, 1914 Office of Valuation Engineer Boston, Massachusetts."

Said Plans are numbered V.39-2-30, and V.39-2-31. Plan Book 756, Plan 125

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BOSTON AND MAINE CORPORATION

Secretary's Certificate

I, John R. Nadolny, being the duly elected and presently serving Secretary of Boston and Maine Corporation (the "Corporation") do hereby certify that the following vote was adopted by the Directors of the Corporation at a meeting of the Board of Directors held on July 23, 1998:

VOTED:

D: That David A. Fink, Chief Executive of the Corporation, in connection with sales of parcels of real estate of the Corporation with purchase prices of less than One Hundred Thousand and no/100 (\$100,000.00) Dollars, is hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates or instruments, and to take such other action as he may deem necessary, appropriate or convenient to sell such parcels, consumate such transactions, and effect the purposes of this vote.

I-further certify that such vote has not been altered, amended, or rescinded and remains in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Corporation as of this 237 day of 2000.

YPC.

ATTEST: WORC. Anthony J. Vigliotti, Register

Parcel ID:

R42-21-01

Address:

827 Green Street

Owner:

GAAMHA, Inc.

Other:

Current use protected under the Dover Amendment, MGL c.40A, §3 – Exempt from Zoning

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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:34:35 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration	
146123	DEED		66317/109	10/18/2021	100.00	
Property-Street Address and/or Description						
WINCHENDO	NRD					
Grantors						
LEBLANC THO	MAS R, ROSENBLAT	TT DEBORAH M,	MCAVOY JOANN M,	LEBLANC STEVEN J,	MCAVOY ROBERT, LEBLANC LINDA	
Grantees						
GAAMHA INC						
References-Book/Pg Description Recorded Year						
66315/188 DEI	ED 2021					
Registered Land Certificate(s)-Cert# Book/Pg						

Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

Document Number	: 146123
Document Type	: DEED
Recorded Date	: October 18, 2021
Recorded Time	: 02:07:25 PM
Recorded Book and Page	: 66317 / 109
Number of Pages(including cover sheet)	: 8
Receipt Number	: 1388460
Recording Fee (including excise)	: \$155.00
MASSACHUSETTS EXCISE TAX Worcester District ROD #20 001 Date: 10/18/2021 02:07 PM Ctrl# Doc# 00146123 Fee: \$.00 Cons: \$100.00	ræ

Worcester South District Registry of Deeds Kathryn A. Toomey, Register 90 Front St Worcester, MA 01608 (508) 798-7717

QUITCLAIM DEED

We Thomas R. LeBlanc, being unmarried, of 339 Salisbury Street, Worcester, MA, 01609, Deborah M. Rosenblatt, being unmarried, 125 Cocassett Street, Unit A, Foxboro, MA, 02035, Joann M. McAvoy, being a married person, of 125 Cocassett Street, Unit B, Foxboro, MA, 02035, and Steven J. LeBlanc, being a married person, of 42 Renee Drive, Felton, DE 19943, Grantors

for consideration paid of LESS THAN ONE HUNDRED and 00/100 (\$100.00) DOLLARS, grant to

GAAMHA, Inc., a Massachusetts not for profit corporation, in good standing, with a mailing address of 208 Coleman Street, Gardner, MA, 01440, Grantee

with quitclaim covenants

A certain tract of land situated on the easterly side of the Winchendon Road in said Gardner, Worcester County, Massachusetts, bounded and described as follows:

COMMENCING at an iron pipe 100 feet northwesterly from a stone bound at land of the City of Gardner;

THENCE northwesterly by the easterly line of said highway, 100 feet to an iron pipe;

THENCE at an included angle of 90° northeasterly by other land now or formerly of GAAMHA, Inc., 100 feet to an iron pipe;

THENCE at an included angle of 90° southeasterly 100 feet to an iron pipe;

THENCE at an included angle of 90° southwesterly 100 feet to the place of beginning, the last two courses being by land now or formerly of Francis R. Cosentino.

Excepting from the foregoing premises, however, so much thereof as may have been taken for highway purposes.

10891

Grantor(s) hereby releases any and all homestead rights to the premises and certify under the pains and penaltics of perjury that there are no other persons entitled to protection of the Homestead Act. The Grantor(s), further state, pursuant to M.G.L. c. 188, § 13, under oath and subject to the pains and penaltics of perjury, do hereby depose, state and certify that: (i) that no spouse, non-owner spouse, former spouse, or any other person resides at the home, is entitled to claim the benefit of an existing estate of homestead; and (ii) at the time of delivery of this deed, no spouse, former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead.

The preparer of this Deed has not conducted a title search.

Being the same premises conveyed to us by Deed of Deborah M. Rosenblatt, Trustee under the Last Will and Testament of Noella M. LeBlanc, Docket No. WO132966EA, dated <u>August</u>, **1-3**, 2021, recorded in the Worcester South District Registry of Deeds in Book <u>(closes)</u>, Page <u>188</u>.

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SIGNTURES TO FOLLOW

Executed as a sealed instrument this $2\frac{94}{4}$ day of $\frac{409}{5}$, 2021.

The

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this <u>28</u>th day of <u>August</u>, 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was $M + D_{rives} C: region (source of identification)$ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me.



VI MAI IN ALIVIANI My Commission Expires: COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this day of _, 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed.

before me.

Executed as a sealed instrument this 23 day of 4 which 2, 2021.

Thomas R. LeBlanc

M. Kosenblatt Mcaros

My Commission Expires Docember 27, 2024

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 23 day of <u>Awwsk</u>, 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was (source-of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his fire ROOSEPH BOULE. before me. Notary Public COMMONWEALTH OF MASSACHUSET

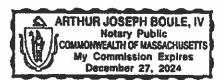
Notary Public! My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this <u>33</u> day of <u>AW464</u>, 2021, before me, the undersigned notary public, personally appeared Deborah M, Rosenblatt, proved to me through satisfactory evidence of identification, which was (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed.

before me.



'Bon

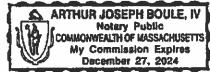
Notary Public: Arthur J. Bart I My Commission Expires: 12/27/24

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this $\underline{33}$ day of \underline{August} , 2021, before me, the undersigned notary public, personally appeared Joann M. McAvoy, proved to me through satisfactory evidence of identification, which was _________ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, \underline{ABTHUB} to SEPH BOULE.

before me.



Notary Public: Arthur J. Basher My Commission Expires: 12/27/24

I, Robert McAvoy, spouse of Joann M. McAvoy, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.

Robert McAvoy

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On <u>J</u> day of August, 2021, before me, the undersigned notary public, personally appeared Robert McAvoy, the above-named and proved to me through satisfactory evidence of identification being ______, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his/her free act and deed.

Baule Notary Public: Arthur J. Boule W COMM EXPARS: 12-27-2014 **ARTHUR JOSEPH BOULE, IV Notary Public** COMMONWEALTH OF MASSACHUSETTS My Commission Expires December 27, 2024

Executed as a sealed instrument this $\frac{3}{5}$ day of $\frac{1}{100}$, $\frac{1}{2021}$.

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this _____day of ______, 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was _______ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me.

Notary Public: My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this ______day of ______, 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was _______ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, before me

before me.

STATE OF DELAWARE

Kent, ss

اک On this day of August, 2021, before me, the undersigned notary public, personally appeared Steven J. LeBlanc, proved to me through satisfactory evidence of identification, which was Delaware Drive's Ucasa (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me.

Notary Public: My Commission Expires:



I, Linda LeBlanc, spouse of Steven J. LeBlanc, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.

STATE OF DELAWARE

Kent, ss

On $3^{5^{\circ}}$ day of August, 2021, before me, the undersigned notary public, personally appeared Linda LeBlanc, the above-named and proved to me through satisfactory evidence of identification being Delas name is signed, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his/her free act and deed.

My Commission Expire Notary Public: NOTARY P NOTARY P OF DE LA

ATTEST: WORC Kathryn A. Toomey, Register

M42-14-6

Address:

No Formal Address

Owner:

City of Gardner

Other:

Wooded Vacant Lot

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M42-25-01

Address:

1010 Green Street

Owner:

New England Power (National Grid)

Other:

National Grid Right of Way/ Old Rail Bed

Account # Map ID M42/23/11 Bidg # 1 Bidg # 1 Sin PFLEMENTAL DATA Bidg # 1 AIL Proto SUPPLEMENTAL DATA LOCATION AIL Proto SUPPLEMENTAL DATA Location AIL Proto SUPPLEMENTAL DATA Hose Pid# Bis March 15933 30234 Assoc Pid# NUD Description Bis March 15933 30234 Assoc Pid# NUD VAND Bis March 15933 30234 Assoc Pid# NUD VAND Bis March 15933 30234 Nosc Pid# Number Bis March 15933 30234 Nosc Pid# Number Bis March 15933 30234 Nosc Pid# Nosc Pid# Bis March 15933 3000 Site Nosc Nosc Pid# Nosc Pid# Bis Note Example Note Example Nosc Pid# Bis Nosc Pid# <th>B Use Code Description Zone 1 4230 Elec Row R2 1 4230 Elec Row R2 1 Card Card Card</th> <th>Permit (d Issue Date Type</th> <th>Nbhd Nbh 0001 Nbh WITH M27/20/51,M27/15/29,M37/20/10</th> <th>NEW ENGLAND POWER Year Code <u>EXEMPTIONS</u></th> <th>Vision ID 104438 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9</th>	B Use Code Description Zone 1 4230 Elec Row R2 1 4230 Elec Row R2 1 Card Card Card	Permit (d Issue Date Type	Nbhd Nbh 0001 Nbh WITH M27/20/51,M27/15/29,M37/20/10	NEW ENGLAND POWER Year Code <u>EXEMPTIONS</u>	Vision ID 104438 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
ents Bidg Name Sec # 1 of Comm Int As A State	Land Units Unit Price Size A 43,560 SF 17.690 AC 4,000.00 1.000 18.69 AC Parcel To	BUILDING PERMIT RECORD Amount Insp Date % Comp	Total ASSESSING NEIGHBORHOOD B NOTES	GIS ID M_159333_928234 Assoc <u>BK-VOL/PAGE</u> SALE DATE Q/U V 4384 0009 Q 4384 0009 Q Amount Code Descriptio	Account # Map ID M42/ 25/ 1/ / Bidg # Bidg # All Prcl ID SuppLEMENTAL DATA Ward Prec.
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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
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Property-Street	Address and/or Descr	iption			
Grantors					
Grantees					
References-Bo	ok/Pg Description Rec	corded Year			
Registered Lan	d Certificate(s)-Cert# E	Book/Pg			

4384

See Plan

9

KNOW ALL MEN BY THESE PRESENTS

that Boston and Maine Railroad, a corporation duly established under the laws of the Seventy-five Hundred Dollars (\$7500.00) Commonwealth of Massachusetts, for/688-2008 around other commissions paid

and received, to it/by New Bagland Power Company, a corporation duly organized under the laws of

the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, does

hereby give, grant, bargain, sell and convey unto the said New England Power Company,

its successors and assigns, all of its right, title and interest in and to four (4) certain

pieces or parcels of land situated in Gardner, County of Worcester and Commonwealth

of Massachusetts, bounded and described as follows:

Parcel #1: a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between Park Street, so-called, on the South and Cemetery Road, so-called, on the North, said parcel containing about one and twenty-five hundredths (1. 25) acres;

Parcel #2: a certain plece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between said Cemetery Road, on the South, and Park Street or Park Street Relocation (Picnic Grounds Crossing) on the North, said parcel containing about eight and eighty-three hundredths (8.83) acres;

Parcel #3: a certain plece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between Park Street or Park Street Relocation (Picnic Grounds Crossing, so-called) on the South and on the discontinued Park Street crossing on the North, said parcel containing about four and fifty-four hundredths (4.54) acres; and

Parcel #4. a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Ratiroad lying between the discontinued Park Street crossing on the South and Winchendon Street, so-called, on the North, said parcel containing about eighteen and sixty-nine hundredths (18.69) acres;

all of said parcels being as shown upon a plan marked: "Boston and Maine Railroad Proposed Land Sale Bast of Heywood Station GARDNER, MASS. To New England Power Company J. F. Kerwin Ass't. Chief Eng'r Scale: - Graphic Feb. 1962", to be recorded, accorposition statistic statistic statistics and the statistic statistics and the statistic statistics and the statistics and th

By the acceptance of this deed the grantce hereby covenants and agrees for

itself, its successors and assigns, to build and forever maintain a suitable fence along

the boundaries of said parcel common to said parcel and remaining land of the grantor

if a fence is required at any time hereafter. This covenant is to run with the land

hereinabove described and to be binding upon the grantee, its successors and assigns,

forever.

M37-20-10

Address:

No Formal Address

Owner:

New England Power (National Grid)

Other:

Wooded Lot

			_		Permit Id	WITH N						Year	NEW			WALTHAM	C/O Pi	
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Code Description Living /	Code Description UB Units Unit Price Yr Bit	Heat Type: AC Type: Total Bedrooms Total Bethms: Total Half Baths Total Xtra Fbaths Total Rooms: Bath Style: Kitchen Style:	Style: Style: Model Grade: Stories: Occupancy Exterior Wall 1 Exterior Wall 1 Exterior Cover Roof Structure: Roof Structure: Roof Structure: Roof Structure: Interior Fir 1 Interior Fir 2	ation PARK ST 1997 CONSTRUCTION DE
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Ttl Gross Liv / Lease Area	Code Building	Code Description UB Units Unit Price Yr Bit	Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Altra Fixtrs Total Xtra Fixtrs Total Acoms: Bath Style: Kitchen Style:	Occupancy Exterior Wall 1 Exterior Wall 1 Exterior Wall 2 Roof Cover Interior Wall 1 Interior Wall 1 Interior Flr 1 Interior Flr 1	Property Localion 1010 GREEN ST Vision ID 10438 CONSTRUCTION DETAIL Style: 99 Model 99 Grade: 00 Vacant Land
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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:26:48 PM

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	Document Ty	pe Town	Book/Page	File Date	Consideration				
43846	DEED		04384/9	07/00/4000					
Property-S	itreet Address and/	or Description		07/09/1963	7500.00				
1		WINCHENDON ST,							
Grantors			3001H31						
BOSTON &	BOSTON & MAINE RAILROAD								
Grantees									
NEW ENGL/	AND POWER CO								
References-	Book/Pg Description	on Recorded Year							
49801/181 F									
Registered L	legistered Land Certificate(s)-Cert# Book/Pg								

8		
3	KNOW ALL MEN BY THESE PRESENTS	
	that Boston and Maine Railroad, a corporation duly established under the laws of the	
1	Commonwealth of Massachusetts, for/6Hax2001112 Seventy-five Hundred Dollars (\$7500.00) and received,	ld
	to it/by New Bagland Power Company, a corporation duly organized under the laws of	
	the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, doe	Be
Í	hereby give, grant, bargain, sell and convey unto the said New England Power Compar	13
Į	its successors and assigns, all of its right, title and interest in and to four (4) certain	
	pieces or parcels of land situated in Gardner, County of Worcester and Commonwealth	1
	of Massachusetts, bounded and described as follows:	ļ
	Parcel #1: a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between Park Street, so-called, on the South and Cemetery Road, so-called, on the North, said parcel containing about one and twenty-five hundredths (1, 25) acres;	
	Parcel #2: a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between said Cemetery Road, on the South, and Park Street or Park Street Re- location (Picnic Grounds Crossing) on the North, said parcel containing about eight and eighty-three hundredths (8.83) acres;	
	Parcel #3: a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between Park Street or Park Street Relocation (Picule Grounds Crossing, so-called) on the South and on the discontinued Park Street crossing on the North, said parcel containing about four and fifty-four hundredths (4.54) acres; and	
	Parcel #4. a certain piece or parcel in said Gardner being all of the land or location of the former Worcester Branch of said Boston and Maine Railroad lying between the discontinued Park Street crossing on the South and Winchendon Street, so-called, on the North, said parcel containing about eighteen and sixty-nine hun- dredths (18, 69) acres;	
	all of said parcels being as shown upon a plan marked: "Boston and Maine Ratiroad Proposed Land Sale Bast of Heywood Station GARDNER, MASS. To New England Power Company J. F. Kerwin Ass't, Chief Eng'r Scale: "Graphic Feb. 1962", to be recorded, accordocidited in the state of th	
	By the acceptance of this deed the grantce hereby covenants and agrees for	
;	itself, its successors and assigns, to build and forever maintain a suitable fence along	
1	the boundaries of said parcel common to said parcel and remaining land of the grantor	
	If a fence is required at any time hereafter. This covenant is to run with the land	
	nereinabove described and to be binding upon the grantee, its successors and assigns,	
	orever,	
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4384

See Plan Book 273, Plan 3

> 2. PROTONIAL



BOE HEVEL

Excepting from this conveyance any and all tracks and track materials located within the limits of the above described parcels. Said conveyance is hereby made subject to the right of the grantor, its successors and assigns, to maintain said sections of tracks and track material in their present location and to operate locomotives and cars thereon; and further, subject to the right of the grantor, its successors' and assigns, to enter upon the said above described parcef⁵from time to time and at any and all reasonable times in order to inspect, repair, relay, renew, maintain and remove said tracks and track material. When the tracks are removed, this right will cease.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereto belonging, to the said New England Power Company, its successors and assigns, to their own use and behoof forever.



IN WITNESS WHEREOF the said Boston and Maine Railroad has caused these presents to be executed and its corporate seal to be hereto affixed by G. F. Glacy, a Vice President, thereunto duly authorized, this 11th day of Guil, in the year one thousand nine hundred and sixty-three.



BOSTON AND	MAINE RAILROAD,
	1-980 5
By	22 Horis
	Vice President,

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2 + (6.2	r		COM	MONWEALTH OF	MASSACHUSETTS	1	
		Suffolk, es.		5.e	Boston, G	ril 11	, 1963.
			Then personal	lly appeared the ab	ove named G. F.	Glacy, a Vic	e Presiden
1	1	of said Bostor	n and Maine Rai	iroad, and acknowl	ledged the foregoin	ng instrumer	it to be
21		the free act a	und deed of said	Boston and Maine	Railroad,		
	-	NATURAL DI PRESIDENCE POR		before me			8
6 A 4	0	9	6			1 83	1.5 "



Gertrude E. Grven

Gertrude E. Cryan My Commission expires <u>ung. 30, 196-3</u>

4384

At a Meeting of the Board of Directors of BOSTON AND MAINE RAILROAD,

duly called, notified and held on June 13

, 19 62, a quorum being present,

the following action was taken:

"VOTED: to enter into an agreement, the terms of which are to be satisfactory to the President or any Vice President of this Company, for the sale by this Company to Massachusetts Electric Company (New England Power Company) or nominee, of four (4) parcels of land at Gardner, Massachusetts, for a consideration of \$7,500.00 and

respective acres, containing/arx areas of about 1.25 acres, 8.83 acres, 4.54 acres and 18.69/ subject to more accurate computation and survey approved by the President or any Vice President of this Company; and the President, or any Vice President of this Company be and he hereby is authorized, in its name and behalf, to execute and deliver such agreement; and

"VOTED: that the President, or any Vice President of this Company, be and he hereby is authorized in its name and behalf, to execute, acknowledge and deliver a deed of said premises when said further computation and survey have been completed and the signature of such officer on such deed shall be conclusive evidence of his approval of such computation and survey."

> I, Maynard W. Bullis

, Clerk of said Boston and Maine

Railroad, do hereby certify that New England Power Company,

in the deed to which this certificate is attached, is the grantee the party

who has been nominated BARKER

to accept such deed; and I further certify that the above mentioned

computation and survey have been completed and that the premises described as conveyed

by said deed are the same premises authorized to be conveyed in the vote of said Board

of Directors hereinabove set forth.

Attest Margare 20 Clerk.

Recorded July 9, 1963 at 9h. A. M.

M42-25-03

Address:

834 Green St

Owner:

Donald Lajoie

Other:

Current use would be grandfathered in the event of a zoning change

	<u> </u>								_			_					_					1089	
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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration		
21368	DEED		42488/182	02/29/2008	1.00		
Property-Street	Address and/or Descr	iption					
834 GREEN ST	834 GREEN ST						
Grantors							
LAJOIE DONALD T JR, LAJOIE DONALD T, JOHNSON RHONDA C							
Grantees	Grantees						
LAJOIE DONALD T JR							
References-Book/Pg_Description_Recorded Year							
Registered Land Certificate(s)-Cert# Book/Pg							



Bk: 42488 Pg: 182 Page: 1 of 2 02/29/2008 02:20 PM

Deed

We, Donald T. Lajoie, Jr. a/k/a Donald T. Lajoie and Rhonda C. Johnson, of Gardner, Worcester County, Massachusetts, for consideration paid, and in full consideration of

Less Than One Dollar (\$1.00)

Grant to

Donald T. Lajoie, Jr., individually, of 834 Green St., Gardner, Worcester County, Massachusetts

With Quitclaim Covenants

A certain tract of land with the buildings thereon, situated in the northerly part of Gardner, it being a part of the John Eaton Farm, so-called, and being bounded and described as follows:

BEGINNING at a stake and stones at a corner of land now or formerly of Frank S. Learned and on the southerly side of the road leading from Gardner to Winchendon;

THENCE by said road North 33° West, 49 rods and 2 links to a wall;

THENCE South 15° West, 75 rods and 18 links to a stake and stones in the end of the wall;

THENCE by land now or formerly of Charles Eaton South 74 1/4° East, 55 rods and 12 links to a stake and stones;

THENCE again by said Eaton land North 15 3/4° East, 3 rods and 3 links to a stake and stones at corner of land now or formerly of Frank S. Learned;

THENCE by said Learned land North 40 3/4° West, 33 rods and 21 links to a stake and stones;

THENCE again by said Learned land North 39 1/4° East, 23 rods and 13 links to the place of beginning.

Containing 14 acres, more or less.

ALSO another tract of land lying in the northerly part of Gardner, it being also part of the John Eaton Farm, so called, and being bounded and described as follows:

BEGINNING at a stone monument on land of Charles Eaton and on the southerly side of the road leading from Gardner to Winchendon;

THENCE by the southerly line of said road North 33° West, 25 rods and 19 links to a stake and stones;

THENCE South 39 1/2° West, 23 rods and 13 links to a stake and stones;

THENCE South 40 3/4° East, 33 rods and 21 links to a stake and stones on the line of the aforesaid Eaton land;

THENCE by said Eaton land North 15 3/4°, 22 rods and 14 links to the place of beginning.

EXCEPTING from the above described premises so much thereof as has been taken for highway purposes under two instruments of taking, recorded on October 30, 1936 and February 3, 1939 in Book 2679, Page 584 and Book 2739, Page 13 respectively and a highway taking by the Commonwealth of Massachusetts dated May 10, 1972 and recorded with Worcester District Registry of Deeds at Book 5222, Page 477.

Being the same premises conveyed to Grantors by deed from Donald T. Lajoie, Jr. a/k/a Donald T. Lajoie dated May 11, 2006 recorded with said Deeds at Book 38986, Page 328.

Witness our hands and seals this $\frac{25}{25}$ day of February 2008.

Donald T. Lajoie, Jr. a/k/a Donald T. I

Commonwealth of Massachusetts

Worcester, ss

On this 2/2 day of February 2008 before me, the undersigned notary public, personally appeared **Donald J. Lajoie, Jr. a/k/a Donald T. Lajoie and Rhonda C. Johnson**, proved to me through satisfactory evidence of identification, which were 2/4 2/2, the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



DAVID R. RCCHERON Notary Public ommonwealth of Massachusetts My Comunission Expires

Notary Public My Commission Exp:

ATTEST: WORC. Anthony J. Vigilotti, Register

R37-16-27

Address:

131 Eaton St

Owner:

City of Gardner

Other:

Municipal Driving Range and Wooded lot

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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Property-St	Property-Street Address and/or Description						
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Grantors							
DENMAN JO	HN W, DENMAN GEO	RGIA O					
Grantees	Grantees						
GARDNER (CITY OF						
References-Book/Pg Description Recorded Year							
Registered I	egistered Land Certificate(s)-Cert# Book/Pg						

E00K 14013 PAGE 338

MASSACHUSETTS QUITCLAIM DEED INDIVIDUAL (LONG FORM) 882

WE, JOHN W. DENMAN and GEORGIA O. DENMAN, both of Saint Ansgar, Iowa

SCHORENCE MEASUREMENTS

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bring preserviced, for consideration paid, and in full consideration of TWO HUNDRED ETGHTEEN THOUSAND TWO HUNDRED EIGHT and 22/100THS (\$218,208.22) ----CITY OF GARDNER, a municipal corporation, grant to 95 Pleasant Street

Gardner, Massachusetts 01440 of with guttrlatm commants

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[Description and encumbrances, if any]

A certain parcel of land situated on the northerly side of Eaton Street and the westerly side of Green Street, Route 140, in the northerly part of Gardner, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the most northerly corner thereof at a point in the westerly line of Green Street, Route 140, at a corner of land of Donald T. Lajoie;

Thence S. 46 11' 30" E., about 200 feet to a point of curvature:

Thence SOUTHERLY, by a curve to the right having a radius of 1962.20 feet, a distance of 1449.43 feet to a point of tangency;

Thence S. 3 52' 08" E., 742.80 feet to a point of curvature; Thence SOUTHERLY, by a curve to the left having a radius of 5789.58 feet, a distance of about 115 feet to a point in the westerly line of the former (1939), layout of Green Steet, the preceding four courses being by the present line of Green Street, Route 140, as laid out in 1972 under taking recorded with Worcester District Registry of Deeds, Book 5222, Page 477, Plan Book 364, Plan 16, on a "true" datum, whereas the remaining courses herein are on a "magnetic" datum; Thence S. 19 21' W., by the "old" line of Green Street, under

taking recorded with said Deeds, Book 2739, Page 13, Plan Book 107, Plan 36, about 55 feet to the beginning of a curve that rounds the northwesterly intersection of the westerly line of Green Street and the northerly line of Eaton Street;

Thence SOUTHERLY, SOUTHWESTERLY, and WESTERLY by a curve to the right having a radius of 45.28 feet, a distance of 70.14 feet to a point of tangency in the northerly line of Eaton Street; Thence WESTERLY, by the northerly line of Eaton Street, about 1263 feet to a stone wall at land of Albert P. and Laura E. Zlotnik;

Thence N. 16 03' E., about 391 feet;

Thence N. 81 27' W., 537.8 feet to a corner of stone walls, the preceding two courses being by a stone wall and by said Zlotnik land;

Thence N. 19 09' E., partly by a stone wall, by said Zlotnik land and land of the New England Power Company, 1584.3 feet to a corner of land of the aforementioned Donald T. Lajoie;

Thence S. 71 23' E. 919 feet;

Thence N. 18 53' E., about 400 feet to the point of beginning in the westerly line of Green Street, the preceding two courses being by said Lajoie land.

The about described premises are conveyed subject to easements as set forth in the following instruments if and to the extent that the same are still in force and effect, and not intending to reimpose the same.

Charles Eaton and Sarah M. Eaton to the Connecticut River Power Co. dated January 3, 1908 and recorded in Worcester District Registry of Deeds, Book 1883, Page 304;

Charles Eaton and Sarah M. Eaton to Connecticut River Transmission Co. dated May 3, 1909 and recorded in Book 1904, Page 199;

George A. Keyworth and Sarah E. Keyworth to New England Power Co. dated February 11, 1930 and recorded in Book 2515, Page 377; George Keyworth and Sarah E. Keyworth to New England Power Co.

dated September 5, 1919 and recorded in Book 2193, Page 77;

To New England Power Company recorded in Book 2799, Page 345, and drainage and slope easements in connection with the construction and relocation of Green Street, Route 140, under said taking recorded in Book 5222 Pront Chimme

÷.

PROPERTY ADDRESS:-Eaton Street Gardner, Massachusetts

Herbert E. Brooks et ux to New England Tel. and Tel. Company and Massachusetts Electric Company dated May 1, 1964 and recorded in Book 4638, Page 160.

Excepting from the above described premises the following parcel of land, with the buildings thereon, situated on the northerly side of Eaton Street and the westerly side of Green Street in Gardner, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the northeasterly corner thereof, at a point in the westerly line of Green Street, at a corner of other land of John W. & Georgia O. Denman, said point being located S 3-52'08"E along said street, line a distance of 300.00 feet from a granite bound at a point of curvature in said street line; thence S 442.80 feet to a granite bound at a point of curvature; 03-52'-08"E. thence southerly by a curve to the left, having a radius of 5789.58 feet, an arc length of 114.72 feet to a point that is not tangent; S 2-08'43"W, 55.97 feet to a point or curvature of a curve that rounds the northwesterly intersection of the westerly line of Green Street with the northerly line of Eaton Street, the preceding three courses being by the said line of Green Street; thence southwesterly and westerly, by said intersection, by a curve to the right having a radius of 45.28 feet, an arc length of 70.14 feet to a point of tangency in the northerly line of Eaton Street; thence N 89-06'17"W, 203.39 feet to a granite bound; thence N 89-52'01"W, 331.07 feet to a point on a stone wall; thence N 78-44'16"W, 43.16 feet; thence N 73-26'02"W, 31.37 feet to a drill hole at a corner of stone walls at other land of the first mentioned John W. & Georgia O. Denman, the preceding two courses being by a stone wall and the preceding four courses being by the said line of Eaton Street; thence N 2-29'51"W, 392.61 feet; thence N 6-34'40"W, 117.87 feet; thence N 17-18'36"W, 36.79 feet, the preceding three courses being by a stone wall; thence N 82-12'59"E, 663.80 feet to a point in the westerly line of Green Street and the point of beginning, the preceding four courses being by said Denman land. Containing 9.113 acres.

Subject, however to a Slope & Drain Easement, known as "Parcel 7-DS-3" according to the 1972 State Highway Layout No. 6004, for Green Street. Said Easement is situated at the northeasterly corner of the above described premises.

Being shown on a plan entitled: "Plan of Land of John W. & Georgia O. Denman in Gardner, (Worcester County), Massachusetts, Scale: 1 inch = 60 feet--February 26, 1992, Szoc Surveyors, 32 Pleasant St., Gardner, MA-01440-" to be recorded herewith**

Meaning and intending to convey a portion of the premises described in a deed from Stephan A. Brooks, Executor, to grantors, dated December 18, 1981, and recorded in the Worcester District Registry of Deeds in Book 7306, Page 129.

*and Parcel 7-D-1-C **in Plan Book 656 , Plan //O . ECO/ 14013PAGE340

Bitness .9ur band s and seal s th	is 29th day of February 19.92
	John W. Dentran
******	Quarter C. Deaman
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STATE OF	IOWA
CIARte s.	February 29, 19 92
Then personally appeared the above named	John W. Denman and
Georgia O. Denman	
and acknowledged the foregoing instrument to be	their, free act and deed, before me Maura C Achult, Notary Public-Scientific and practice
	My commission expires 12-9 - 94
	LAURA C. COMULTZ MYCCMARSSON EXPRES December 1, 1904

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and past office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the usel price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such enderscenents and recital shall be recorded as part of the deed. Pailure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless is is in compliance with the requirements of this section.

ATTEST: WORC., Anthony J. Vigliotti, Register

M37-01-02

Address:

No Formal Address

Owner:

GAAMHA, Inc.

Other:

Current use protected under the Dover Amendment, MGL c.40A, §3- Exempt from Zoning

ame 1 of 1 Card # 1 of 1 Print Date Use 9510 1 of 1 Card # 1 of 1 Print Date 1/5/2023 7:53:57 PM CURRENT ASSESSMENT 0 Code Appraised 316 9510 4,600 4,600 4,600 ASSESSED 316 0510 MA	Total 4,600 4,600 FRE VIOUS ASSESSMENTS (HISTORY) 4,600 Year 4,600 2022 1320 4,600 2022 1320 4,600 2022 1320 1ms signature acknowledges a visit by a Data Collection of Appraised XI (B) Value (Card) 3,500 Appraised XI (B) Value (Card) Appraised XI (B) Value (Bidg) Appraised XI (B) Value (Bidg) Appraised Land Value Cotal Appraised Parcel Value Total Appraised Parcel Value	Land Cell Land	Total Land Value 4,600
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State Use 9510 Print Date 1/5/2023 7:53:58 PM		
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Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:37:43 PM

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
146123	DEED		66317/109	10/18/2021	100.00
Property-Str	eet Address and/or Des	cription			
WINCHEND	ON RD				
Grantors					
LEBLANC TH	OMAS R, ROSENBLAT	T DEBORAH M	I, MCAVOY JOANN M, L	EBLANC STEVEN J,	MCAVOY ROBERT, LEBLANC LINDA
Grantees					
GAAMHA INC					
References-B	ook/Pg Description R	ecorded Year			
6315/188 DI	EED 2021				
Registered La	nd Certificate(s)-Cert#	Book/Pg			

Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 146123
Document Type	: DEED
Recorded Date	: October 18, 2021
Recorded Time	: 02:07:25 PM
Recorded Book and Page	: 66317 / 109
Number of Pages(including cover sheet)	: 8
Receipt Number	: 1388460
Recording Fee (including excise)	: \$155.00

MASSACHUSETTS EXCISE TAX Worcester District ROD #20 001 Date: 10/18/2021 02:07 PM	

Worcester District ROD #20 001 Date: 10/18/2021 02:07 PM Ctrl# Doc# 00146123 Fee: \$.00 Cons: \$100.00

Worcester South District Registry of Deeds Kathryn A. Toomey, Register 90 Front St Worcester, MA 01608 (508) 798-7717

QUITCLAIM DEED

We Thomas R. LeBlanc, being unmarried, of 339 Salisbury Street, Worcester, MA, 01609, Deborah M. Rosenblatt, being unmarried, 125 Cocassett Street, Unit A, Foxboro, MA, 02035, Joann M. McAvoy, being a married person, of 125 Cocassett Street, Unit B, Foxboro, MA, 02035, and Steven J. LeBlanc, being a married person, of 42 Rence Drive, Felton, DE 19943, Grantors

for consideration paid of LESS THAN ONE HUNDRED and 00/100 (\$100.00) DOLLARS, grant to

GAAMHA, Inc., a Massachusetts not for profit corporation, in good standing, with a mailing address of 208 Coleman Street, Gardner, MA, 01440, Grantee

with quitclaim covenants

A certain tract of land situated on the easterly side of the Winchendon Road in said Gardner, Worcester County, Massachusetts, bounded and described as follows:

COMMENCING at an iron pipe 100 feet northwesterly from a stone bound at land of the City of Gardner;

THENCE northwesterly by the easterly line of said highway, 100 feet to an iron pipe;

THENCE at an included angle of 90° northeasterly by other land now or formerly of GAAMHA, Inc., 100 feet to an iron pipe;

THENCE at an included angle of 90° southeasterly 100 feet to an iron pipe;

THENCE at an included angle of 90° southwesterly 100 feet to the place of beginning, the last two courses being by land now or formerly of Francis R. Cosentino.

Excepting from the foregoing premises, however, so much thereof as may have been taken for highway purposes.

Grantor(s) hereby releases any and all homestead rights to the premises and certify under the pains and penaltics of perjury that there are no other persons entitled to protection of the Homestead Act. The Grantor(s), further state, pursuant to M.G.L. c. 188, § 13, under oath and subject to the pains and penaltics of perjury, do hereby depose, state and certify that: (i) that no spouse, non-owner spouse, former spouse, or any other person resides at the home, is entitled to claim the benefit of an existing estate of homestead; and (ii) at the time of delivery of this deed, no spouse, former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead.

The preparer of this Deed has not conducted a title search.

Being the same premises conveyed to us by Deed of Deborah M. Rosenblatt, Trustee under the Last Will and Testament of Noella M. LeBlanc, Docket No. WO132966EA, dated <u>August</u>, **1-3**, 2021, recorded in the Worcester South District Registry of Deeds in Book <u>(c6315)</u>, Page <u>188</u>.

THE REMAINDER OF THIS PAGE IS BLANK

SIGNTURES TO FOLLOW

Executed as a sealed instrument this 2 SH day of A U G U G F, 2021.

The.

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 28^{t} day of Avgust, 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was MT Drivers Ci(msc) (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me.

> Notary Public: My Commission Expires:



Norfolk, ss

On this ______ day of ______, 2021, before mc, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was _______ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed,

COMMONWEALTH OF MASSACHUSETTS

before me.

10891

Executed as a sealed instrument this 23 day of 4, 2021.

Thomas R. LeBlanc

N. Kozenblatt " ncaros

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 23 day of August, 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was (source-of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free before me. HTHUR JOSEPH BOULE. IN Notary Public

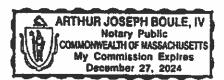
My Commission Expires December 27, 2024 Notary Public? My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this <u>33</u> day of <u>AWWH</u>, 2021, before me, the undersigned notary public, personally appeared Deborah M, Rosenblatt, proved to me through satisfactory evidence of identification, which was _____ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed.

before me.



Notary Public: Arthur J. Bart I My Commission Expires: 12/27/24

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

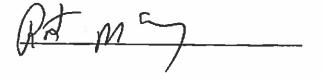
On this <u>13</u> day of <u>August</u>, 2021, before me, the undersigned notary public, personally appeared Joann M. McAvoy, proved to me through satisfactory evidence of identification, which was <u>manual</u> (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, <u>ARTHUR JOSEPH BOULE</u>

bcforc me.

ARTHUR JOSEPH BOULE, IV Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires December 27, 2024

Notary Public: Arthur J. Baster My Commission Expires: 12/27/24

I, Robert McAvoy, spouse of Joann M. McAvoy, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.



Robert McAvoy

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On <u>J</u> day of August, 2021, before me, the undersigned notary public, personally appeared Robert McAvoy, the above-named and proved to me through satisfactory evidence of identification being ______, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his/her free act and deed.

1. Baulést Notary Public: Arthur J. Boult W COMM EXPARS: 12-27-2014 ARTHUR JOSEPH BOULE, IV **Notary Public** COMMONWEALTH OF MASSACHUSETTS My Commission Expires December 27, 2024

Executed as a sealed instrument this 315 T day of Hangust, 2021.

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this ____, 2021, before me, the undersigned notary public, day of personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me.

> Notary Public: My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this day of , 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed.

before me.

STATE OF DELAWARE

Kent, ss

day of August, 2021, before me, the undersigned notary public, On this 51 personally appeared Steven J. LeBlanc, proved to me through satisfactory evidence of identification, which was Delasare Driver's Ucasa (source of identification), to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is his free act and deed, before me. unnnnnn

m: D

Notary Public: My Commission Expires:

06-04-202

I, Linda LeBlanc, spouse of Steven J. LeBlanc, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.

Linda LeBlanc

STATE OF DELAWARE

Kent, ss

On $3^{5^{\prime}}$ day of August, 2021, before me, the undersigned notary public, personally appeared Linda LeBlanc, the above-named and proved to me through satisfactory evidence of identification being Delas Drive's Lice se, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his/her free act and deed.

5 Notary Public: My Commission Expires XPIRES O MANNA OF DEVIN

ATTEST: WORC Kathryn A. Toomey, Register

Parcel ID:

M47-22-04

Address:

No Formal Address

Owner:

City of Gardner

Other:

Vacant Wooded Lot

1 Card # 1 of 1 State Use 9300 CURRENT ASSESSMENT Code Appraised Assessed 9300 424,000 424,000 316 GARDNER, MA	Total 424,000 424,000 424,000 PREVIOUS ASSESSMENTS (HISTORY) Assessed Year Code Assessed 424,000 2022 9300 405,600 2021 9300 398,000	424,000 Total 405,600 Total 398,000 This signature admowedges a visit by a Data Collector or Assessor	Appraised Bidg. Value (Card) 0 Appraised Xf (B) Value (Bidg) 0 Appraised Ob (B) Value (Bidg) 424,000 Appraised Land Value 0 Appraised Land Value 124,000 Special Land Value 0 Total Appraised Parcel Value 0	Notal Appraised Parcel Value 424,000 Date VISIT/CHANGE HISTORY 424,000 Date Id Type Is Cd Purpost/Result 05-25-2022 CK Type Is Cd Purpost/Result 05-25-2028 PR 99 00 Measur+Listed 09-15-1991 79 00 Measur+Listed	Notes Special Use Adj Unit Pric Land Value 0 1.74 75,900 0 1.74 0 2,920 348,100 1.0031 Land Value 1.74 1.74 1.74
Property Location Vision ID CREEN ST Map ID May ID	RECORD OF OWNERSHIP GIS ID M_158344_929395 Assoc Pid# CITY OF GARDNER 0/1 0/1 V/1 SALE PRICE VC CITY OF GARDNER 0/1 0/1 V/1 SALE PRICE VC Assoc Pid# CITY OF GARDNER 0/1 0/0 0/1-30-1937 U V 0 1E Year Code As	Year Code Description Amount Code Description Amount Code Description Number	Nbhd Nobd Name Totail 0.00 Nbhd Name ASSESSING MEICHBORHOOD Tracing 0001 NoteS Batch	Permit Id Issue Date Type Description Amount Insp Date & Comp Date Comp Comments	B Use Code Description Zone Land Units Unit Price Size Adi Site Index Cond. Nbhd. Adj I 1 9300 City of Gardner V R2 43,560 SF 1.74 1.0000 5 1.000 1.000 1 9300 City of Gardner V R2 43,560 SF 1.74 1.00000 5 1.000 1.000 1 9300 City of Gardner V R2 0 FF 0.00 1.00000 1.000 1.000 1 9300 City of Gardner V R2 119.200 AC 4,000.00 1.00000 0 1.000 1.000 1 9300 City of Gardner V R2 119.200 AC 4,000.00 1.0000 0 1.000 1.000 1 000 1.00000 0 1.000 0 1.000 1.000 1.000 1 010 1.00000 0 1.000 1.000 1.000 1.000

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1 of 1 Print Date Use 9300 Print Date 1/5/2023 2:13:40 PM	No Sketch	
Bkdg Name Sec # 1 of 1 Card #		
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ation GREEN ST 2002 CONSTRUCTION DI	Description Element Cd Stores: 90 Weeant Land Element Cd Stores: Stores: 90 Vecant Land MIX Stores: Stores: 90 City of Gardner V MIX Stores: Stores: 900 City of Gardner V MIX Edentor Wall 1 Heat Type: 9300 City of Gardner V MIX Edentor Wall 2 Heat Type: B3300 City of Gardner V B3300 City of Gardner V Roof Store Naterior Fir 1 Heat Type: Element COS B3300 City of Gardner V Roof Store Naterior Fir 2 Heat Type: Element Cos Element Cos Element V Total Roums Roof Store Store Receiver Cos Element Cos Element V Element V Total Roums Roof Store Coste Description Element Cos Element V Total Roums Element Cos Rou Element Cos Element Cos Element Cos Total Roums Total Roums De	Ttl Gross Ltv / Lease Area

Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:30:39 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
0					
Property-Stre	eet Address and/or Des	cription			
AYER RD					
Grantors					
POUTRY MAI	RTIN D, SHAKER PLAC	E REALTY TR			
Grantees					
References-B	look/Pg Description R	ecorded Year			
Registered La	and Certificate(s)-Cert#	Book/Pg			

the mortgagee shall have the statutory power of sale. IN WITNESS WHEREOF Elgin, Inc. has hereunto caused its corporate name and seal to be affixed, by Esther Rabinovitz, its Treasurer, thereunto duly authorized, this 30th day of July 1937. Signed and sealed in the presence of Samuel Seder

Elgin, Inc. (corporate seal) by Esther Rabinovitz Treasurer

Commonwealth of Massachusetts Worcester, ss. July 30, 1937. Then personally appeared the above named Esther Rabinovitz and acknowledged the foregoing instrument to be the

free act and deed of Elgin, Inc. before me

A special meeting of the Stockholders and Directors of Elgin, Inc. was held at the office of Seder & Seder, 307 Slater Bldg., Worcester, Mass. on Friday, July 30, 1937, at 10 o'clock A. M. Present were all the Stockholders and Directors.

On motion duly made and seconded it was VOTED that the Treasurer of the Corporation, namely Esther Rabinovitz, be authorized to sign, execute and deliver to the People's Savings Bank a mortgage in the sum of \$35,000.00, covering property purchased by the Corporation, said property being situated at 72-80 Chandler Street, Worcester, Mass.

No further business appearing it was voted to adjourn.

A true copy:

-26

Attest: Philip Rosenberg Clerk Rec'á July 30, 1937 at 4h. 31m. P. M. Ent'd & Ex'd

*

I, Harriet G. Heywood, of Gardner, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to City of Gardner, a municipal corporation, in the County of Worcester, Commonwealth of Massa-chusetts, with W A R R A N T Y covenants. Certain real estate situated in GARDNER, Worcester County, Massachusetts, bounded and described as follows, to wit: Beginning at a stake in the west line of Green Street which lows, to wit: Beginning at a stake in the west line of Green Street which is 122.1 feet from a stone monument situated northerly in said westerly line of said Green Street; thence N. 83° 15' W. 140 feet to an angle in the wall; thence N. 77° 15' W. 73 feet to a corner at land of Heirs of Henry Heywood; thence easterly by land of Susan G., Hattie A., Fred and Chas. M. Coolidge 5 rods to an angle; thence easterly by said Coolidges' land 8 rods and 6 links to a stake in the west line of said street; thence northerly by said street line to the place of beginning.

Also another tract of land adjoining the above described tract and bounded and described as follows: Beginning at the southeast corner there-of at a corner of land formerly owned by Oliver H. Brown and on the west side of Green Street; thence running N. 80 1/4° W. by said Brown land on the well to a corner of the well of land of the men of at a corner of the well the wall to a corner of the wall at land of Artemas Cooledge; thence N. $27 \ 1/4^{\circ}$ E. by said Cooledge land 7 rods 5 links to a corner; thence N. $78 \ 1/2^{\circ}$ E. 5 rods; thence N. 87 $1/2^{\circ}$ E. 8 rods 6 links to the line of said Green Street; thence southerly by the line of said street to the place of beginning. Containing 5/8 of an acre, more or less. Being the same premises conveyed to me by Administrator's deed of

Daniel H. Parker dated April 20, 1935 and recorded with Worcester District Deeds, Book 2640, Page 356.

Subject to five-twelfths of the taxes due the City of Gardner for the year 1937. WITNESS

my hand and seal this 29th day of July 1937. Harriet G. Heywood (seal)

*

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The Commonwealth of Massachusetts Worcester, ss. Gardner, July 29, 1937. Then personally appeared the above named Harriet G. Heywood, and acknowledged the foregoing instrument to be her free act and deed, before me

M. Alan Moore Justice of the Peace My commission expires February 10, 1939 Rec'd July 30, 1937 at 4h. 32m. P. M. Ent'd & Ex'd

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Heywood Farm; Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a usual place of business at Gardner, Worcester County, Massachusetts for consideration paid, grants to the City of Gardner, a municipal corporation, in the County of Worces-ter, Commonwealth of Massachusetts, with W A R R A N T Y covenants, the land in GARDNER and WINCHENDON, in said County and Commonwealth, bounded and described as follows, to wit: Tract 1. A certain tract of land situated in the northerly part of

to

City of Gardner

1-\$2.00 Stamp Cancelled

Heywood Farm, Inc.

¥

to

City of Gardner

Property **NOT** Included In Zoning Change Proposal

Parcel ID:

M42-14-03

Address:

No Formal Address

Owner:

City of Gardner

Other:

Gardner City Forrest Protected by Article 97 of the Massachusetts Constitution

B Use Code Description Zone Land Type Land Units 1 9300 City of Gardner V R2 43,560 SF 1 9300 City of Gardner V R2 312,000 AC 1 9300 City of Gardner V R2 312,000 AC 1 9300 City of Gardner V R2 312,000 AC	Permit Id Issue Date Type Description	Year Code EXEMPTIONS Description Amount Total Total Nbhd Nbhd Name 0001 Nbhd Name	B	Property Location GREEN ST 91 Vision ID 2001 Account # 10 CURRENT OWNER Account # 10 CITY OF GARDNER 95 PLEASANT ST STE 125 95 PLEASANT ST STE 125 Alt Prc11D Alt Prc11D Sub-Dw Photo Ward
Unit Price Size Adj. Site Index Cond. Nehd. Nehd. Adj 1.74 1.00000 5 1.00 1.000 4.000.00 1.00000 0 1.000 1.000 1.000 1.00000 0 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	PERMIT RECORD Insp Date %	Amount Code Description Number Amount Comm Integration Amount Code Description Number Amount Comm Integration ASSESSING NEIGHBORHOOD B Tracing Batch	M_158932_928580 VOLPAGE SALE DATE QU V/I SALE PRICE VC 1 0 01-01-1900 Q V 0 0 00 Year Code 2023 9300	Map ID M42/14/3/1 Bidg Name Bidg # 1 Sec # 1 UTILITIES STRT / ROAD LOCATION Description 11 Paved 2 Suburban Description SUPPLEMENTAL DATA EXM LAND
Notes Special Use Adj Unit Pric Land Value 0 1.74 75,900 0 0 2.320 723,800 Total Land Value	Total Appraised Parcel Value 799,700 Total Appraised Parcel Value 799,700 Total Appraised Parcel Value 799,700 Date VISIT/CHANGE HISTORY 799,700 05-25-2022 CK 22 Vacant Parcel 99 05-15-1981 79 00 Measur+Listed 00		Total 799,700 799,700 PREVIOUS ASSESSMENTS (HISTORY) VISION Assessed Year Code 799,700 2022 9300 781,300 2021 9300 773,700	Inne of 1 Card # 1 of 1 Print Date 1/5/2023 2:13:32 PM Code Appraised Assessed 316 9300 799,700 799,700 GARDNER, MA

Ttl Gross Ltv / Lease Area 0 0 0	Description	OB - OUTBUILDING & YARD TEMSU	all 1 all 2 RCN RCN Pear Built Prear Built Effective Year Built Effective Year Built Depreciation Code Remodeled Pear Remodeled Pear Remodeled Pear Remodeled Period States Pear Remodeled Pear States Pear Remodeled Pear States Pear Sta	Property Location GREEN ST Account # Map ID M42/ 14/ 3/ / 1 Vision ID 2001 Account # Bldg # 1 0 Element Cd Description Element Cd Description Stories: 90 Vacant Land Element Cd Description Stories: 00 Vacant Land Element Cd Description Exterior Wall 1 00 Vacant Ed Description Element Exterior Wall 2 Vacant Ed Description Percentage Roof Structure: 9300 City of Gardner V 100
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CITY of GARDNER Office of the City Clerk 95 Pleasant Street, Room 121 Gardner, MA 01440 *Tel. 978-630-4058 *Fax: 978-630-2589

CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct **a Joint Public Hearing** on **Monday, March 20, 2023** at **6:30 P.M**. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- **10891** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- **10892** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- **10893** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage – www.gardner-ma.gov.

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Jiti Siriphan

Titi Siriphan City Clerk



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 3, 2023

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

RE: Zoning Ordinance Proposal- Sports Betting Facilities

Dear Madam President and Councilors,

As you are likely aware, on August 10, 2022, former Governor Charlie Baker signed Chapter 173 of the Acts of 2022 into law, legalizing sports betting in the Commonwealth.

This new addition to the General Laws, some parts of which have already taken effect while others will within the next few months, allows for the opening of new facilities across the Commonwealth where individuals can gamble and place wagers on sporting games.

Currently, these types of facilities are not governed by our zoning ordinance, as they were not allowed prior to the passage of this act. The attached ordinance proposal is being presented to help protect the City so that we can regulate where facilities like this can go and make sure that in the event that a facility like this looks to open in Gardner, it locates in a location that fits this use rather than in a largely residential area that could cause disruptions to a neighborhood.

I believe it is in the best interest of the City to be proactive in this matter in order to make sure the City has the tools in place before any situations may arise.

Respectfully Submitted,

Michael J. Nicholson Mayor, City of Gardner

CC: City Council Public Welfare Committee Planning Board

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO ADD "SPORTS BETTING" TO THE ZONING TABLE OF USES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

SECTION 1: That Section 210(B) of Chapter 675, entitled "Word Usage and Definitions," be amended by adding the following definition to its list:

Sports Betting Facility – An entity licensed by the Massachusetts Gaming Commission under the provisions of Chapter 173 of the Acts of 2022 of the General Laws to conduct sporting and wagering events.

<u>SECTION 2:</u> That Section 54 of Attachment 1 of Chapter 675 of the Code of the City of Gardner, entitled "Zoning- Table of Uses," be adding the term "Sports Betting Facility" to the description of use as follows:

54. Indoor amusement, fitness, or recreational place or place of assembly, provided that the building is so insulated and maintained as to confine noise to the premises and is located not less than 100 feet from a residential district, or a sports betting facility.

SECTION 2: That Section 56 of Attachment 1 of Chapter 675 of the Code of the City of Gardner, entitled "Zoning- Table of Uses," be adding the term "Sports Betting Facility" to the description of use as follows:

56. Public or commercial outdoor amusement or recreation use, or a sports betting facility, but not including outdoor drive-in movie theater.

SECTION 3: This this ordinance take effect upon passage and publication as required by law.



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street Gardner, Massachusetts 01440 Phone: (978) 632-5600 Fax: (978) 632-9045



Nicholas P. Maroni Deputy Chief of Police

Eric P. McAvene Chief of Police

February 3, 2023

The Honorable Michael J. Nicholson, Mayor Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Re: Sports Betting Zoning Ordinance

Dear Mayor,

I have reviewed the proposed addition of the new Sports Betting Ordinance and do not see any issues from the police department. Any proposed facility should have a buffer between any residential zone and this ordinance reflects the new law.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Eric P. McAvene Chief of Police



City of Gardner Department of Inspectional Services 115 Pleasant Street, Room 101 Gardner, MA 01440 Tel. (978) 630-4007 Fax: (978) 632-3313

Feb. 7, 2023

RE: Text Amendment

Dear Mr. Mayor,

Please accept this letter as my full support for your proposed text amendment to our Zoning Ordinance regarding sports betting. I believe when new laws are enacted at a state level that a municipalities Zoning must change to reflect the new law, or be forced to react to a potential problem.

Do not hesitate to contact me should you need any further assistance.

Roland Jean Building Commissioner/Zoning Enforcement Officer City Hall Annex 115 Pleasant St. RM 101 Gardner, MA 01440 (978) 630 4007 rjean@gardner-ma.gov

Mission Statement To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances

Current Ordinance GARDNER CODE

	Des	Description of Use	SFR1	RR2	GR3	COMI	COM2	IUDI	IND2
	6 4	Restaurant	NP	SP	đ	4	4		dN
	50.	Restaurant, fast-food, including appurtenant structures to provide drive-through or drive-in services	NP	ďz	ďz	SP	SP	dix	dN
	51.	-	٩N	SP	đ	SP	٩.	đ	NP
	52.	Wholesale office or showroom, with storage limited to floor samples only	dN	đž	dN	4	4	4	٩
I	53.	Wholesale office or showroom with storage permitted on property	dN	dN	ď	SP	۵.	2	۵.
	54.	Indoor amusement, fitness, o	ЧN	NP	NP	Ч	ط	NP	NP
1		place or place of assembly, provided that the building is so insulated and maintained as to confine noise to the premises and is located not less than 100 feet from a residential district							
	55.	Outdoor commercial clubs and/or recreational establishments or use such as swimming pools, tennis courts, ski clubs, camping areas, skating rinks or other commercial facilities offering outdoor recreation	AN	SP	NP	۹.	۹.	AN	AN
1	56.		dN	dN	NP	AN	۵.	4	ЧN
	57.	Bus station or terminal or railroad station for passengers	NP	đz	đz	d.,	۵.	d.	NP
	58.	Transport terminal, warehouse distribution facility	NP	ЧN	£	Ē	đ	4	Р
]	59.	Contracting business and contractor's yard, including storage in the open'	NP	ЧN	Ê	đ	SP	д.	NP

Supp 6, Jun 2019

675 Attachment 1:4

HOUSE No. 5164

The Commonwealth of Massachusetts

The committee of conference on the disagreeing votes of the two branches with reference to the Senate amendment (striking out all after the enacting clause and inserting in place thereof the text contained in Senate document numbered 2862) of the House Bill regulating sports wagering (House, No. 3993), reports recommending passage of the accompanying bill (House, No. 5164). August 1, 2022.

Jerald A. Parisella	Michael J. Rodrigues
Aaron Michlewitz	Eric P. Lesser
David K. Muradian	Patrick M. O'Connor

FILED ON: 8/1/2022

HOUSE No. 5164

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court (2021-2022)

An Act regulating sports wagering.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1	SECTION 1. Section 7 of chapter 4 of the General Laws is hereby amended by striking
2	out clause Tenth, as appearing in the 2020 Official Edition, and inserting in place thereof the
3	following clause:-

4	Tenth, "Illegal gaming", a banking or percentage game played with cards, dice, tiles,
5	dominoes, or an electronic, electrical or mechanical device or machine for money, property,
6	checks, credit or any representative of value, but excluding: (i) a lottery game conducted by the
7	state lottery commission under sections 24, 24A and 27 of chapter 10; (ii) a game conducted
8	under chapter 23K; (iii) sports wagering conducted under chapter 23N; (iv) pari-mutuel wagering
9	on horse races under chapters 128A and 128C and greyhound races under said chapter 128C; (v)
10	a game of bingo conducted under chapter 271; (vi) charitable gaming conducted under said
1	chapter 271; and (vii) a fantasy contest conducted under section 11M ¹ / ₂ .

SECTION 2. Section 7 of chapter 4 of the General Laws is hereby amended by striking
 out clause Tenth, as inserted by section 1, and inserting in place thereof the following clause:-

14	Tenth, "Illegal gaming", a banking or percentage game played with cards, dice, tiles,
15	dominoes, or an electronic, electrical or mechanical device or machine for money, property,
16	checks, credit or any representative of value, but excluding: (i) a lottery game conducted by the
17	state lottery commission under sections 24, 24A and 27 of chapter 10; (ii) a game conducted
18	under chapter 23K; (iii) sports wagering conducted under chapter 23N; (iv) pari-mutuel wagering
19	on horse races under chapters 128A and 128C; (v) a game of bingo conducted under chapter 271;
20	and (vi) charitable gaming conducted under said chapter 271.
21	SECTION 3. Chapter 12 of the General Laws is hereby amended by inserting after
22	section 11M the following section:-
23	Section 11M ¹ / ₂ . Notwithstanding sections 24, 24A and 27 of chapter 10, chapter 271 or
24	any other general or special law to the contrary, a person or entity that offers fantasy contests for
25	a cash prize to members of the public may offer a fantasy contest to residents of the
26	commonwealth pursuant to and in accordance with regulations promulgated by the attorney
27	general; provided further, for the purposes of section 7 of chapter 4, a fantasy contest shall not be
28	considered illegal gaming. "Fantasy contest" includes any fantasy or simulated game or contest,
29	including, but not limited to, any fantasy or simulated game or contest based on professional
30	sports events in which: (i) the value of all prizes and awards offered to winning participants are
31	established and made known to the participants in advance of the contest; (ii) all winning
32	outcomes reflect the relative knowledge and skill of the participants and shall be determined
33	predominantly by accumulated statistical results of the performance of individuals, including
34	athletes in the case of sports events; and (iii) no winning outcome is based on the score, point
35	spread, or any performance or performances of any single actual team or combination of such

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37	event.
38	SECTION 4. Section 4 of chapter 23K of the General Laws, as appearing in the 2020
39	Official Edition, is hereby amended by inserting the following subsection:-
40	(42) regulate and enforce chapter 23N relating to sports wagering.
41	SECTION 5. The General Laws are hereby amended by inserting after chapter 23M the
42	following chapter:-
43	CHAPTER 23N
44	AUTHORIZATION AND REGULATION OF SPORTS WAGERING
45	Section 1. This chapter shall be known and may be cited as the "Massachusetts Sports
46	Wagering Act".
47	Section 2. Notwithstanding any general or special law to the contrary, the operation of
48	sports wagering and ancillary activities shall be lawful when conducted in accordance with this
49	chapter and the rules and regulations of the commission.
50	Section 3. As used in this chapter the following words shall, unless the context clearly
51	requires otherwise, have the following meanings:
52	"Adjusted gross fantasy wagering receipts", the total gross receipts from fantasy contests

teams or solely on any single performance of an individual athlete or player in any single actual

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- as defined in section 11M1/2 of chapter 12, less only the total of all cash prizes paid to
- 54 participants in the fantasy contests; provided, however, that the total of all cash prizes paid to

participants shall not include the cash equivalent of any merchandise or thing of value awardedas a prize.

57	"Adjusted gross sports wagering receipts", the total gross receipts from sports wagering
58	less the sum of: (i) the total of all winnings paid to participants; and (ii) all excise taxes paid
59	pursuant to federal law; provided, however, that the total of all winnings paid to participants
60	shall not include the cash equivalent of any merchandise or thing of value awarded as a prize.
61	"Affiliate", a person who directly or indirectly controls, or is controlled by, or is under
62	common control with, a specified person.
63	"Applicant", a person who has applied for a license to engage in activity regulated under
64	this chapter.
65	"Breaks", the odd cents over any multiple of 10 cents of winnings per \$1 wagered.
66	"Category 1 license", a license issued by the commission that permits the operation of
67	sports wagering in person at a gaming establishment, as defined in section 2 of chapter 23K, and
68	through not more than 2 individually-branded mobile applications or other digital platforms
69	approved by the commission; provided, that the mobile applications or other digital platforms
70	shall be qualified for and issued a category 3 license.
71	"Category 2 license", a license issued by the commission that permits the operation of
72	sports wagering in-person on the premises where either: (1) live horse racing is conducted in
73	accordance with chapter 128A or (2) the licensee is authorized by law to conduct simulcast
74	wagering on horse or greyhound racing, and through not more than 1 individually branded
75	mobile application or other digital platform approved by the commission; provided, that the

76 mobile applications or other digital platforms shall be qualified for and issued a category 3 77 license; provided further, that the commission may issue a category 2 license to: (1) a person or 78 entity licensed by the commission in accordance with said chapter 128A to conduct a live horse 79 racing meeting, (2) a running horse racing licensee that conducted simulcast wagering as of 80 December 31, 2020 as authorized by law, or (3) a greyhound meeting licensee that conducted 81 simulcast wagering as of December 31, 2020 as authorized by law; provided further, a category 2 82 licensee shall make a capital investment of not less than \$7,500,000 within 3 years after 83 receiving a sports wagering license. 84 "Category 3 license", a license issued by the commission that permits the operation of sports wagering through a mobile application and other digital platforms approved by the 85 86 commission. 87 "Close associate", a person who holds a relevant financial interest in, or is entitled to exercise power in, the business of an applicant or licensee and, by virtue of that interest or 88 89 power, is able to exercise a significant influence over the management or operation of a gaming 90 establishment or business licensed under this chapter. 91 "Collegiate sport or athletic event", a sport or athletic event offered or sponsored by, or 92 played in connection with, a public or private institution that offers educational services beyond 93 the secondary level. 94 "Collegiate tournament", a series of collegiate sports or athletic events involving four or 95 more collegiate teams that make up a single unit of competition. 96 "Commission", the Massachusetts gaming commission established in section 3 of chapter 97 23K.

98 "Electronic sports", a single or multiplayer video game played competitively for99 spectators.

100	"Governmental authority", any governmental unit of a national, state or local body
101	exercising governmental functions, except the United States government.
102	"License", any license applied for or issued by the commission under this chapter,
103	including, but not limited to: (i) an operator license or (ii) an occupational license.
104	"National criminal history background check", a criminal history background check
105	conducted using the criminal history record system maintained by the Federal Bureau of
106	Investigation and based on fingerprint identification or any other method of positive
107	identification.
108	"Occupational license", a license required to be held by an employee of an operator when
109	the employee performs duties directly related to the operation of sports wagering in the
110	commonwealth in a supervisory role.
111	"Official league data", statistics, results, outcomes and other data relating to a sporting
112	event that is obtained pursuant to an agreement with the relevant sports governing body, or with
113	an entity expressly authorized by the relevant sports governing body to provide such data to
114	sports wagering operators, which authorizes the use of such data for determining the outcome of
115	tier 2 sports wagers on such sporting event.
116	"Operator" or "sports wagering operator", any entity permitted under this chapter to offer

sports wagering to persons in the commonwealth through a category 1 license, category 2 licenseor category 3 license.

- "Operator license", a category 1 license, category 2 license or category 3 license tooperate sports wagering.
- 121 "Person", an individual, corporation, association, operation, firm, partnership, trust or122 other form of business association.
- 123 "Personal biometric data", any information about an athlete that is derived from that 124 athlete's physical or physiological characteristics, including, but not limited to, deoxyribonucleic 125 acid, heart rate, blood pressure, perspiration rate, internal or external body temperature, hormone 126 levels, glucose levels, hydration levels, vitamin levels, bone density, muscle density or sleep 127 patterns.
- 128 "Players association", a professional sports association recognized by a sports governing129 body that represents professional athletes.
- "Professional sport or athletic event", an event at which 2 or more persons participate in a
 sport or athletic event and receive compensation in excess of actual expenses for their
 participation in such event.
- 133 "Promotional gaming credit", a sports wagering credit or other item issued by an operator134 to a patron to enable the placement of a sports wager.
- 135 "Qualified gaming entity", an entity that: (i) holds a gaming license as defined in section
- 136 2 of chapter 23K; (ii) (a) is licensed by the commission in accordance with chapter 128A to
- 137 conduct a live horse racing meeting, (b) is a running horse racing licensee that conducted
- 138 simulcast wagering as of December 31, 2020 as authorized by law or (c) is a greyhound meeting
- 139 licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law; or

(iii) offers an interactive sports wagering platform through a mobile application or other digitalplatform.

142 "Sports event" or "sporting event", a professional sport or athletic event, collegiate sport 143 or athletic event, a collegiate tournament, motor race event, electronic sports event or other event 144 authorized by the commission under this chapter; provided, however, that "sporting event" shall 145 not include: (i) high school and youth sports or athletic events; or (ii) a collegiate sport or athletic 146 event involving 1 or more collegiate teams from the commonwealth unless they are involved in a 147 collegiate tournament.

148 "Sports governing body", an organization that is headquartered in the United States and 149 prescribes final rules and enforces codes of conduct with respect to a sporting event and 150 participants therein; provided, however, that, notwithstanding the foregoing, the commission 151 shall adopt regulations to determine the governing body for electronic sports for the purposes of 152 this chapter.

153 "Sports wager", a wager on a sporting event or a portion of a sporting event.

154 "Sports wagering", the business of accepting wagers on sporting events or portions of 155 sporting events, other events, the individual performance statistics of athletes in a sporting event 156 or other events or a combination of any of the same by any system or method of wagering 157 approved by the commission including, but not limited to, mobile applications and other digital 158 platforms; provided, that sports wagering shall not include the acceptance of any wager: (i) with an outcome dependent on the performance of an individual athlete in any collegiate sport or 159 160 athletic event, including, but not limited, to in-game or in-play wagers; (ii) on a high school or 161 youth sporting event; (iii) on injuries, penalties, player discipline or replay review; and provided

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163 chapter 12. Sports wagering shall include, but shall not be limited to, single-game bets, teaser 164 bets, parlays, over-under, moneyline, pools, exchange wagering, in-game wagering, in-play bets, 165 proposition bets and straight bets. 166 "Sports wagering account", a financial record established by an operator for a patron in 167 which the patron may deposit by any method approved by the commission and withdraw funds 168 for sports wagering and other authorized purchases and to which the operator may credit 169 winnings or other amounts due to or authorized by that patron; provided, however, that such 170 account may be established and funded by the patron electronically through an approved mobile 171 application or digital platform; and provided further, that a deposit into a sports wagering account shall not be made using a credit card. 172 173 "Tier 1 sports wager", a sports wager that is determined solely by the final score or 174 outcome of a sporting event and is placed before the sporting event has begun. 175 "Tier 2 sports wager", a sports wager that is not a tier 1 sports wager. 176 "Wager", a sum of money or thing of value risked on an uncertain occurrence. 177 Section 4. (a) The commission shall regulate the conduct of sports wagering under this 178 chapter. 179 (b) The commission shall promulgate rules and regulations necessary for the 180 implementation, administration and enforcement of this chapter. The commission may 181 promulgate emergency rules and regulations in accordance with applicable procedures for the 182 promulgation of emergency rules and regulations.

further, that sports wagering shall not include fantasy contests as defined in section 11M¹/₂ of

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183	(c) The commission shall promulgate regulations to prohibit: (i) the purchase or other use
184	of any personal biometric data of an athlete for sports wagering or aiding a patron in placing a
185	wager with sports wagering operators; and (ii) the following advertising, marketing and branding
186	activities: (A) advertisements, marketing and branding in such a manner that it is deceptive,
187	false, misleading, or untrue, or tends to deceive or create a misleading impression whether
188	directly, or by ambiguity or omission; (B) use of unsolicited pop-up advertisements on the
189	internet or by text message directed to an individual on the list of self-excluded persons
190	established pursuant to paragraph (2) of subsection (e) of section 13; (C) any form of advertising,
191	marketing or branding that the commission deems unacceptable or disruptive to the viewer
192	experience at a sports event; (D) advertising, marketing and branding deemed to appeal directly
193	to a person younger than 21 years old; and (E) advertising on any billboards, or any other public
194	signage, which fails to comply with any federal, state or local law.

(d)(1) The commission may promulgate rules and regulations including, but not limited
to, those governing the acceptance of wagers on a sports event, other event or a series of sports
events; types of wagering receipts which may be used; methods of issuing receipts; methods of
accounting to be used by operators; types of records to be kept; types of systems for wagering;
and any other sports wagering-related issues.

(2) The commission shall promulgate rules and regulations regarding protections for
patrons placing wagers and the promotion of social responsibility and responsible gaming that
shall include, but not be limited to, a requirement that an operator: (i) implement responsible
gaming programs that include comprehensive employce trainings on responding to
circumstances in which individuals present signs of gambling addiction; (ii) assess, prevent and
address problem gaming by an operator's consumers; (iii) permit a consumer to permanently

206 close an account registered to the consumer on any or all platforms owned or operated by the 207 operator at any time and for any reason; (iv) offer consumers access to their account history and 208 account details; (v) refrain from making claims as to a consumer's winnings or money earned 209 that is not net of wagers placed; (vi) allow a consumer to withdraw funds without further 210 solicitation or promotion in the manner in which the funds were deposited; (vii) annually submit 211 a problem gaming plan for approval by the commission, in consultation with the department of 212 public health, that includes the objectives of and timetables for implementing the plan, 213 identification of the persons responsible for implementing and maintaining the plan, procedures 214 for identifying consumers with suspected or known problem gaming behavior, procedures for 215 providing information to consumers concerning problem gaming identification and resources, 216 procedures to prevent gaming by minors and self-excluded persons and any other information the 217 commission may require; and (viii) shall not offer or provide a line of credit to any consumer. 218 (3) The commission shall promulgate regulations that require mobile applications and 219 digital platforms authorized for sports wagering to prominently display upon each entry into the 220 application or platform the telephone number and website for a problem gambling hotline

221 overseen by the department of public health.

(e) The commission shall: (i) determine the eligibility of a person to hold or continue to
hold a license; (ii) issue all licenses; and (iii) maintain a record of all licenses issued under this
chapter.

(f) The commission shall levy and collect all fees, surcharges, civil penalties and taxes on
 adjusted gross sports wagering receipts imposed by this chapter, except as otherwise provided
 under this chapter.

(g) The commission shall have the authority to enforce this chapter and any rule or
regulation of the commission and may request that the attorney general bring an action to enforce
this chapter or any rule or regulation of the commission by civil action or petition for injunctive
relief.

- (h) The commission may hold hearings, administer oaths and issue subpoenas or
 subpoenas duces tecum in order to enforce this chapter and the rules and regulations of the
 commission.
- (i) The commission may exercise any other powers necessary to effectuate this chapterand the rules and regulations of the commission.
- Section 5. (a) A person shall not engage in any activity in connection with sports
 wagering in the commonwealth unless all required licenses have been obtained in accordance
 with this chapter and the rules and regulations of the commission.

240 (b) The commission shall not grant an operator license until it determines that each person who has control of the applicant meets all qualifications for licensure. For the purposes of 241 this chapter, the following shall be considered to have control of an applicant: (i) a person who 242 owns 10 per cent or more of a corporate applicant and who has the ability to control the activities 243 of the corporate applicant; provided, however, that a bank or other licensed lending institution 244 245 that holds a mortgage or other lien acquired in the ordinary course of business shall not be 246 considered to have control of an applicant; (ii) a person who holds a beneficial or proprietary 247 interest of 10 per cent or more of a non-corporate applicant's business operation and who has the 248 ability to control the activities of the non-corporate applicant; and (iii) at the commission's

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discretion, an executive, employee or agent having the power to exercise significant influence over decisions concerning the applicant's sports wagering operations in the commonwealth.

251 (c) A person having control of an applicant pursuant to subsection (b) shall submit to the 252 commission an application in a form determined by the commission. Each such person who is a 253 natural person shall also submit to the commission: (i) fingerprints for a national criminal records 254 check by the department of state police and the Federal Bureau of Investigation; and (ii) a signed 255 authorization for the release of the person's information by the department of state police and the 256 Federal Bureau of Investigation; provided, however, that a person having control of an applicant 257 who is a natural person that has submitted to a national criminal records check in any jurisdiction 258 within the previous year shall not be required to submit to another national criminal records 259 check if such person submits to the commission the results of such previous national criminal 260 records check. Any applicant convicted of any disqualifying offense, as determined by the 261 commission, shall not be licensed.

(d) Each person licensed under this chapter shall give the commission written notice not
 more than 30 days after any change to any material information provided in the application for a
 license or renewal.

265 (e) A commission employee shall not be an applicant for any license issued under this266 chapter.

267 Section 6. (a) A licensed qualified gaming entity may operate sports wagering upon the268 approval of the commission.

(b)(1) The commission shall issue a category 1 license to any holder of a gaming license,
as defined in section 2 of chapter 23K, that meets the requirements of this chapter and the rules

and regulations of the commission; provided, however, that any holder of a category 1 license
shall not be issued a category 2 license.

273 (2) The commission shall issue a category 2 license to: (i) any holder of a license to 274 conduct a live horse racing meeting in accordance with chapter 128A; (ii) a running horse racing 275 licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law; or 276 (iii) a greyhound meeting licensee that conducted simulcast wagering as of December 31, 2020 277 as authorized by law; that meets the requirements of this chapter and the rules and regulations of 278 the commission; provided, however, that any holder of a category 2 license shall not be issued a 279 category 1 license; and provided further, that no more than 1 category 2 license shall be issued to 280 any I person, entity, or affiliate or close associate of such person or entity.

(3) The commission may issue a category 3 license to any entity that offers sports
wagering through a mobile application or other digital platform that meets the requirements of
this chapter and the rules and regulations of the commission; provided, however, the commission
shall issue no more than 7 category 3 licenses that are not connected to a category 1 or category
285 2 license.

(4) A category 1 or category 2 licensee may enter into agreements related to mobile or
digital sports wagering with a category 3 licensee pursuant to the approval of the commission.
Nothing in this chapter shall require a category 3 licensee to partner with or have any
commercial relationship with a category 1 or 2 licensee.

(c)(1) A qualified gaming entity may submit to the commission a request for a temporary
license for the immediate commencement of sports wagering operations. Such request shall
include an initial licensing fee of \$1,000,000 payable to the commission.

(2) Upon receiving a request for a temporary license, the executive director of the
commission shall review the request. If the executive director determines that the entity
requesting the temporary license is a qualified gaming entity and has paid the sports wagering
initial licensing fee pursuant to paragraph (1), the commission shall authorize the qualified
gaming entity to conduct sports wagering for a period of 1 year under a temporary license or
until a final determination on its operator license application is made.

(3) All sports wagering conducted under authority of a temporary license shall complywith the house rules adopted under section 10.

301 (d) Prior to issuing an operator license, the commission shall commence an investigation into the suitability of the applicant. The commission may use information obtained from the 302 303 applicant pursuant to chapter 23K, chapter 128A, chapter 128C, or information from other 304 jurisdictions where the applicant is authorized to conduct sports wagering. In evaluating the 305 suitability of the applicant, the commission shall consider the overall reputation of the applicant 306 including, but not limited to: (i) the integrity, honesty, good character and reputation of the 307 applicant; (ii) the financial stability, integrity and background of the applicant; (iii) the business 308 practices and the business ability of the applicant to establish and maintain a successful sports 309 wagering operation; (iv) whether the applicant has a history of compliance with gaming or sports 310 wagering licensing requirements in other jurisdictions; (v) whether the applicant, at the time of 311 application, is a defendant in litigation involving its business practices; and (vi) the suitability of 312 all parties in interest to the license, including affiliates and close associates, and the financial 313 resources of the applicant.

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(c) The commission may deny an application, if the commission determines during its
investigation that an applicant has failed to: (i) establish the applicant's integrity or the integrity
of any affiliate, close associate, financial resources or any person required to be qualified by the
commission; (ii) demonstrate responsible business practices in any jurisdiction; or (iii) overcome
any other reason, as determined by the commission, as to why it would be injurious to the
interests of the commonwealth to award the applicant an operator license.

320 (f) Upon application by a qualified gaming entity that is not denied pursuant to subsection (e) and payment of a \$5,000,000 licensing fee, the commission shall grant an operator license to 321 a qualified gaming entity that provides the right to conduct sports wagering; provided, that the 322 qualified gaming entity shall meet the requirements for licensure under this chapter and the rules 323 and regulations of the commission. Such license shall be issued for a 5-year period, and may be 324 renewed for 5-year periods upon payment of a \$5,000,000 renewal fee; provided, that the 325 operator shall continue to meet all requirements under this chapter and the rules and regulations 326 of the commission. The commission shall credit any initial licensing fee paid pursuant to 327 328 paragraph (1) of subsection (c) to a successful applicant for an operator license against the 329 licensing fee due under this subsection.

(g) An operator shall submit to the commission such documentation or information as the
commission may require to demonstrate that the operator continues to meet the requirements of
this chapter and the rules and regulations of the commission. An operator shall submit required
documentation or information no later than 5 years after issuance of its operator license and
every 5 years thereafter, or within lesser periods based on circumstances specified by the
commission.

336 (h) No licensee shall transfer an operator license, or any direct or indirect interest in the 337 license, without the majority approval of the commission. A person seeking to acquire such 338 license through a transfer shall qualify and otherwise be determined by the commission to be 339 eligible for licensure under this chapter. The commission may reject a proposed license transfer 340 or a proposed transfer of interest in the license to an unsuitable person and may reject a proposed 341 transfer that, in the determination of the commission, would be injurious to the interests of the 342 commonwealth. The commission may promulgate regulations governing this process which may 343 include assessment of a fee to reflect the cost associated with reviewing the proposed transfer.

(i) Applications for operator licenses shall be public records under section 10 of chapter
66; provided however, that trade secrets, competitively-sensitive or other proprietary information
provided in the course of an application for an operator license under this chapter, the disclosure
of which would place the applicant at a competitive disadvantage, may be withheld from
disclosure under said section 10 of said chapter 66.

Section 7. (a) An applicant for an operator license shall pay to the commission a nonrefundable processing fee of \$200,000 for the costs associated with the processing of the application and investigation of the applicant; provided, however, that if the costs of the investigation exceed the initial application fee, the applicant shall pay the additional amount to the commission not more than 30 days after notification of insufficient fees or the application shall be rejected.

355 (b) All fees in this section shall be deposited into the Sports Wagering Control Fund356 established in section 14.

357 Section 8. Section 8. (a) All persons employed by an operator to perform duties directly
 358 related to the operation of sports wagering in the commonwealth in a supervisory role shall
 359 maintain a valid occupational license issued by the commission. The commission shall issue such
 360 occupational license to a person who meets the requirements of this section.

361 (b) An occupational license authorizes the licensee to be employed in the capacity
362 designated by the commission while the license is active. The commission may establish, by rule
363 or regulation, job classifications with different requirements based on the extent to which a
364 particular job impacts, or has the potential to impact, the lawful operation of sports wagering.

365 (c) An applicant for an occupational license shall submit any required application forms
366 established by the commission and shall pay a nonrefundable application fee of \$100. An
367 employer may pay an application fee on behalf of an applicant.

(d) Not later than March 1 of the third calendar year following the issuance or renewal of
an occupational license, an occupational license holder shall pay a nonrefundable license renewal
fee of \$100 and submit a renewal application on a form established by the commission. An
employer may pay the license renewal fee on behalf of the licensed employee.

Section 9. Section 9. (a) The commission may deny a license to any applicant, reprimand any licensee or suspend or revoke a license if the applicant or licensee: (i) has knowingly made a false statement of a material fact to the commission; (ii) has had a license revoked by any governmental authority responsible for regulation of gaming activities; (iii) has been convicted of a felony or other crime involving embezzlement, theft, fraud, perjury, or a gambling-related offense; (iv) has not demonstrated to the satisfaction of the commission financial responsibility sufficient to adequately meet the requirements of the proposed enterprise; (v) has affiliates or

379 close associates that would not qualify for a license or whose relationship with the applicant may 380 pose an injurious threat to the interests of the commonwealth in awarding an operator license to 381 the applicant; or (vi) in the case of an operator or an applicant for an operator license, is not the 382 true owner of the business or is not the sole owner and has not disclosed the existence or identity 383 of other persons who have an ownership interest in the business.

(b) The commission may deny, suspend or revoke an operator license or reprimand any
licensee if the applicant or licensee has not met the requirements of this chapter.

Section 10. (a) An operator shall adopt comprehensive house rules for game play governing sports wagering transactions with the operator's patrons. The house rules shall specify the amounts to be paid on winning wagers and the effect of sports event schedule changes. An operator shall not conduct sports wagering until the commission has approved the house rules and an operator shall not conduct sports wagering in a manner inconsistent with approved house rules.

(b) The house rules, together with any other information the commission deems
appropriate, shall be accessible to any patrons of the sports wagering operator. The operator shall
make copies readily available to patrons and shall post the house rules as required by the
commission, including on a prominent place on the operator's public website and mobile
application or other digital platform.

397 Section 11. (a) An operator shall employ commercially reasonable methods to: (i)
398 prohibit the operator, directors, officers, owners and employees of the operator and any relative
399 living in the same household as any such person from placing bets with the operator; (ii) prohibit
400 athletes, coaches, referees, team owners, employees of a sports governing body or its member

401 teams and player and referee union personnel from wagering on any sporting event of their 402 sport's governing body; provided, however, that the operator shall use lists of such persons that a sports governing body may provide to the commission to determine which persons are excluded 403 from placing wagers under this subsection; and provided further, that the commission may use 404 405 the list of barred employees from the operator and may work directly with a member team to 406 determine the risk posed by certain employees for obtaining nonpublic confidential information 407 on a sporting event and may remove an employee without knowledge of team strategy or game 408 operations from such a list if the commission determines any such risk is de minimis; (iii) 409 prohibit any individual with access to nonpublic confidential information held by the operator from placing wagers with the operator; (iv) prohibit persons from placing wagers as agents or 410 proxies for others; and (v) maintain the security of wagering data, customer data and other 411 confidential information from unauthorized access and dissemination; provided, however, that 412 413 nothing in this chapter shall preclude the use of internet or cloud-based hosting of such data and information or disclosure as required by court order, other law or this chapter; and provided 414 415 further, that such data and information shall be hosted in the United States.

416 (b) A sports governing body or players association representing athletes who participate 417 in sporting events of the sports governing body may submit to the commission, in writing, by 418 providing notice in a form and manner as the commission may require, a request to restrict, limit or exclude a certain type, form or category of sports wagering with respect to sporting events of 419 the sports governing body, if the sports governing body or players association believes that such 420 type, form or category of sports wagering with respect to sporting events of the sports governing 421 body: (i) is contrary to public policy; (ii) unfair to consumers; (iii) may undermine the perceived 422 423 integrity of the sports governing body, sporting events of the sports governing body or the

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athletes participating therein; or (iv) affects the integrity of the sports governing body or sporting events of the sports governing body or the athletes participating therein.

426 The commission shall request comment from operators on all such requests. After giving 427 due consideration to all comments received, the commission shall, upon a demonstration of good 428 cause from the requestor, grant the request. The commission shall respond to a request 429 concerning a particular event before the start of the event or, if it is not feasible to respond before 430 the start of the event, not later than 7 days after the request is made; provided, however, that if 431 the commission determines that the requestor is more likely than not to prevail in successfully 432 demonstrating good cause for its request, the commission may provisionally grant the request 433 until the commission makes a final determination as to whether the requestor has demonstrated 434 good cause. Absent a provisional grant by the commission, an operator may continue to offer 435 sports wagering on sporting events that are the subject of a request during the pendency of the 436 consideration of the applicable request.

437 (c) The commission shall designate a state law enforcement entity to have primary
438 responsibility for conducting, or assisting the commission in conducting, investigations into
439 abnormal betting activity, match fixing and other conduct that corrupts a betting outcome of a
440 sporting event for purposes of financial gain.

(d) The commission and operators shall use commercially reasonable efforts to cooperate
with investigations conducted by sports governing bodies or law enforcement agencies,
including, but not limited to, using commercially reasonable efforts to provide or facilitate the
provision of anonymized account-level betting information and audio or video files relating to
persons placing wagers. All disclosures under this section are subject to the obligation of an

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operator to comply with all federal, state and local laws and regulations, including, but not limited to, laws and regulations relating to privacy and personally identifiable information.

448 (e) An operator shall immediately report to the commission any information relating to: 449 (i) criminal or disciplinary proceedings commenced against the operator in connection with its operations; (ii) abnormal betting activity or patterns that may indicate a concern with the 450 451 integrity of a sporting event; (iii) any potential breach of the internal rules and codes of conduct pertaining to sports wagering of a relevant sports governing body; (iv) any other conduct that 452 corrupts a betting outcome of a sporting event for purposes of financial gain, including, but not 453 limited to, match fixing; or (v) suspicious or illegal wagering activities, including, but not limited 454 to: (A) use of funds derived from illegal activity; (B) wagers to conceal or launder funds derived 455 from illegal activity; (C) use of agents to place wagers; and (D) use of false identification. An 456 operator shall immediately report information relating to conduct described in clauses (ii), (iii) 457 458 and (iv) of this subsection to the relevant sports governing body.

(f) The commission and operators shall maintain the confidentiality of information
provided by a sports governing body for purposes of investigating or preventing the conduct
described in clauses (ii), (iii) and (iv) of subsection (e), unless disclosure is required by this
chapter, the commission, other law or court order or unless the sports governing body consents to
disclosure.

(g) With respect to any information provided by an operator to a sports governing body
relating to conduct described in clauses (ii), (iii) and (iv) of subsection (c), a sports governing
body shall: (i) only use such information for integrity purposes and shall not use the information
for any commercial or other purpose; and (ii) maintain the confidentiality of such information,

468 unless disclosure is required by this chapter, the commission, other law or court order or unless 469 the operator consents to disclosure; provided, however, that the sports governing body may make 470 any disclosure necessary to conduct and resolve integrity-related investigations and may publicly 471 disclose such information if required by its integrity policies or if deemed by the sports 472 governing body in its reasonable judgment to be necessary to maintain the actual or perceived 473 integrity of its sporting events, and subject in all cases to the sports governing body's compliance 474 with federal, state and local laws and regulations, including, but not limited to, laws and 475 regulations relating to privacy and personally identifiable information; and provided further, that 476 prior to any such public disclosure that would identify the operator by name, the sports 477 governing body shall provide the operator with notice of such disclosure and an opportunity to 478 object to such disclosure.

479 (h) An operator shall maintain records of all wagers placed by its patrons, including: (i) 480 personally identifiable information of a patron who places a sports wager through a mobile 481 application or other digital platform or a patron who places an in-person sports wager that 482 exceeds an amount determined by the commission; (ii) amount and type of the bet; (iii) the time 483 the bet was placed; (iv) the location of the bet, including the Internet Protocol address if 484 applicable; (v) the outcome of the bet; and (vi) records of abnormal betting activity for 3 years 485 after a sporting event occurs and video camera recordings in the case of in-person wagers for at 486 least 1 year after a sporting event occurs. An operator shall make these records available for 487 inspection upon request of the commission or as required by court order.

(i) An operator shall use commercially reasonable efforts to maintain, in real time and at
the account level, anonymized information for each patron, including: (i) the amount and type of
bet; (ii) the time the bet was placed; (iii) the location of the bet, including the Internet Protocol

address if applicable; (iv) the outcome of the bet; and (v) records of abnormal betting activity.
The commission may request the information in the form and manner as it requires. Nothing in
this section shall require an operator to provide any information prohibited by federal, state or
local laws or regulations, including, but not limited to, laws and regulations relating to privacy
and personally identifiable information.

496 (j) If a sports governing body has notified the commission and demonstrated a need for 497 access to the information described in subsection (i) for wagers placed on sporting events of the 498 sports governing body for integrity monitoring purposes and demonstrated the capability to use 499 the data for the purpose of effectively monitoring the integrity of sporting events of the sports governing body, an operator shall share, in a commercially reasonable frequency, form and 500 manner, with the sports governing body or its designee the same information the operator is 501 required to maintain pursuant to said subsection (i) with respect to sports wagers on sporting 502 events of the sports governing body. A sports governing body and its designee shall only use 503 information received pursuant to this section for integrity-monitoring purposes and shall not use 504 information received pursuant to this section for any commercial or other purpose. Nothing in 505 this section shall require an operator to provide any information that is prohibited by federal, 506 state or local law or regulation, including, but not limited to, laws and regulations relating to 507 508 privacy and personally identifiable information.

509 (k)(1) An operator shall conduct a background check on each newly hired employee.
510 Background checks shall search for criminal history, charges or convictions involving corruption
511 or manipulation of sporting events and association with organized crime.

(2) An operator shall conduct a single background check on any employee hired before
the operator was issued an operator license. Background checks shall search for criminal history,
charges or convictions involving corruption or manipulation of sporting events and association
with organized crime.

516 Section 12. (a) An operator shall: (i) employ a monitoring system utilizing software to 517 identify irregularities in volume or changes in odds that could signal suspicious activities and 518 promptly report such information to the commission for further investigation; provided, 519 however, that system requirements and specifications shall be developed according to industry 520 standards and implemented by the commission as part of the minimum internal control 521 standards; (ii) promptly report to the commission any facts or circumstances related to the operation of a sports wagering license that constitute a violation of state or federal law and 522 523 promptly report to the appropriate state or federal authorities any suspicious betting over a 524 threshold set by the operator that has been approved by the commission; (iii) conduct all sports 525 wagering activities and functions in a manner that does not pose a threat to the public health, 526 safety or welfare of the residents of the commonwealth; (iv) keep current in all payments and 527 obligations to the commission; (v) prevent any person from tampering or interfering with the 528 operation of any sports wagering; (vi) ensure that mobile sports wagering occurs only using a 529 commission-approved mobile application or other digital platform to accept wagers initiated within the commonwealth; (vii) maintain sufficient cash and other supplies to conduct sports 530 531 wagering at all times; (viii) maintain daily records showing the gross sports wagering receipts 532 and adjusted gross sports wagering receipts of the operator from sports wagering; (ix) timely file 533 with the commission any additional reports required by this chapter or by any rule or regulation;

and (x) use commercially reasonable efforts to prevent a person under 21 years old from placinga wager.

536 (b) Sports wagering operators may use any data source for determining:

537 (1) the results of any and all tier 1 sports wagers on any and all sporting events; and

538 (2) the results of any and all tier 2 sports wagers on sporting events of an organization539 that is not headquartered in the United States.

(c) A sports governing body may notify the commission that it desires sports wagering 540 operators to use official league data to settle tier 2 sports wagers on sporting events of such 541 sports governing body. The notification shall be made in the form and manner as the commission 542 may require. Within 5 days of receipt of the notification, the commission shall notify each sports 543 wagering operator of the requirement to use official league data to settle tier 2 sports wagers. If a 544 sports governing body does not notify the commission of its desire to supply official league data, 545 a sports wagering operator may use any data source for determining the results of any and all tier 546 547 2 sports wagers on sporting events of the sports governing body.

(d) Within 60 days of the commission notifying a sport wagering operator of the
requirement to use official league data to settle tier 2 sports wagers pursuant to subsection (c), or
such longer period as may be agreed between the sports governing body and the applicable
sports wagering operator, a sports wagering operator shall use only official league data to
determine the results of tier 2 sports wagers on sporting events of that sports governing body,
unless:

554 (1) the sports governing body or its designee cannot provide a feed of official league data 555 to determine the results of a particular type of tier 2 sports wager, in which case a sports wagering operator may use any data source for determining the results of the applicable tier 2 556 sports wager until such time a data feed becomes available from the sports governing body on 557 558 commercially reasonable terms and conditions; or 559 (2) a sports wagering operator can demonstrate to the commission that the sports governing body or its designee will not provide a feed of official league data to the sports 560 561 wagering operator on commercially reasonable terms and conditions. 562 (e) In evaluating whether official league data is offered on commercially reasonable 563 terms and conditions for purposes of paragraphs (1) and (2) of subsection (d), the commission 564 may consider factors, including, but not limited to: 565 (1) the availability of official league data to a sports wagering operator from more than 1 566 authorized source:

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(2) market information, including, but not limited to, price and other terms and conditions
 regarding the purchase by sports wagering operators of comparable data for the purpose of
 settling sports wagers in the commonwealth and other jurisdictions;

(3) the nature and quantity of data, including the quality and complexity of the processused for collecting the data; and

(4) the extent to which a sports governing body or its designee has made data used to
settle tier 2 wagers available to sports wagering operators and any terms and conditions relating
to the use of that data.

575 (f) Notwithstanding subsection (d) or any provision of this subsection to the contrary, 576 during the pendency of the determination of the commission as to whether a sports governing 577 body or its designee may provide official league data on commercially reasonable terms, a sports wagering operator may use any data source to determine the results of tier 2 sports wagers. The 578 579 determination shall be made within 120 days of the sports wagering operator notifying the 580 commission that it requests to demonstrate that the sports governing body or its designee will not 581 provide a feed of official league data to the sports wagering operator on commercially reasonable 582 terms.

(g) A sports governing body may enter into commercial agreements with a sports
wagering operator or other entity in which such sports governing body may share in the amount
wagered or revenues derived from sports wagering on sporting events of the sports governing
body. A sports governing body shall not be required to obtain a license or any other approval
from the commission to lawfully accept such amounts or revenues.

588 Section 13. (a) Holders of category 1 and category 2 licenses may accept wagers on 589 sports events and other events authorized pursuant to this chapter in person at authorized 590 facilities.

(b) Holders of an operator license may accept wagers on sports events and other events authorized pursuant to this chapter from individuals physically located within the commonwealth using mobile applications or digital platforms approved by the commission, through the patron's sports wagering account. The branding for each mobile application or digital platform shall be determined by the operator. All bets authorized pursuant to this section must be initiated, received and otherwise made within the commonwealth. Consistent with the intent of the federal

597 Unlawful Internet Gambling Enforcement Act of 2006, 31 U.S.C. section 5361 to 5367,

598 inclusive, the intermediate routing of electronic data related to a lawful intrastate wager

authorized pursuant to this chapter shall not determine the location or locations in which thewager is initiated, received or otherwise made.

601 (c) An operator may: (i) accept wagers placed by other operators and (ii) place wagers
602 with other operators; provided, that any operator that places a wager with another operator shall
603 inform the operator accepting the wager that the wager is being placed by an operator and shall
604 disclose the operator's identity.

605 (d) An operator shall not accept: (i) a wager from a person who is less than 21 years of
606 age; or (ii) a credit card .

607 (e)(1) The commission or operator may ban any person from participating in the play or
608 operation of any sports wagering consistent with rules and regulations promulgated by the
609 commission. A list of all excluded patrons shall be kept by the commission and provided to each
610 licensee. No patron on the exclusion list shall be permitted to conduct sports wagering pursuant
611 to this chapter.

(2) The commission shall establish a list of self-excluded persons from sports wagering.
A person may request their name to be placed on the list of self-excluded persons by filing a
statement with the commission acknowledging that they are a problem gambler and by agreeing
that, during any period of voluntary exclusion, they shall not collect any winnings or recover any
losses resulting from any sports wagering. The commission shall adopt further regulations for the
self-excluded persons list including procedures for placement, removal and transmittal of the list
to sports wagering operators. The commission may revoke, limit, condition, suspend or fine a

sports wagering operator if the operator knowingly or recklessly fails to exclude or eject from its premises any person placed on the list of self-excluded persons. The list of self-excluded persons 620 621 from sports wagering shall not be open to public inspection. (3) An operator that operates sports wagering through a mobile application or other 622 digital platform may allow patrons to set self-imposed limitations on sports wagering when the 623 624 patron joins the mobile application or digital platform. (f) No employee may place a sports wager at any facility or through any mobile 625 626 application or digital platform owned or operated by their employer. 627 (g) Sections 24, 24A and 27 of chapter 10 of the General Laws shall not apply to an 628 operator conducting sports wagering in accordance with this chapter. 629 (h) Unclaimed winning sports wagers shall be retained by the operator for the person entitled to the wager for 1 year after the game or event in which the wager was won. If no claim 630 is made for the wager within 1 year, the cash or equivalent cash value of the wager shall be 631 632 deposited in the Sports Wagering Control Fund established in section 15. 633 Section 14. (a) An excise is hereby imposed upon sports wagering operators in the commonwealth at the rate of: (i) 15 per cent of the operator's adjusted gross sports wagering 634 receipts from the operation of in-person sports wagering; (ii) 20 per cent of the operator's 635 adjusted gross sports wagering receipts from the operation of sports wagering through mobile 636 applications and other digital platforms approved by the commission; and (iii) 15 per cent of the 637 adjusted gross fantasy wagering receipts of a person or entity that offers fantasy contests, as 638

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639 defined in section 11M¹/₂. The accrual method of accounting shall be used for purposes of 640 calculating the amount of the tax owed by the licensee. The excise shall be paid to the

641 commission at the time provided for filing the return pursuant to subsection (b).

- (b)(1) The excise imposed and collected pursuant to subsection (a) shall be due
 and payable to the commission in monthly installments on or before the fifteenth calendar day
- 644 following the calendar month in which the adjusted gross sports wagering receipts were received.
- 645 (2) On or before the fifteenth calendar day of each month, the operator shall complete and
 646 submit the return for the preceding month by electronic communication to the commission in a
 647 form prescribed by the commission that provides:
- 648 (i) the total gross sports wagering receipts and adjusted gross sports wagering receipts649 from operation of sports wagering during that month;
- (ii) the total gross fantasy wagering receipts and adjusted gross fantasy wagering receipts
 from the offering of fantasy contests, as defined in section 11M¹/₂ of chapter 12, during that
 month;
- (iii) the tax amount for which an operator or a person or entity that offers fantasy
 contests, as defined in said section 11M¹/₂ of said chapter 12, is liable; and
- (iv) any additional information necessary in the computation and collection of the tax on
 adjusted gross sports wagering receipts and adjusted gross fantasy wagering receipts required by
 the commission.
- (3) The excise amount shown to be due shall be remitted by electronic funds transfersimultaneously with the filing of the return.

660 (4) When an operator's adjusted gross sports wagering receipts for a month is a negative number because the winnings paid to wagerers and excise taxes paid pursuant to federal law 661 exceed the operator's total gross receipts from sports wagering, the commission shall allow the 662 operator to carry over the negative amount to returns filed for subsequent months. The negative 663 amount of adjusted gross sports wagering receipts shall not be carried back to an earlier month 664 and taxes previously received by the commission shall not be refunded unless the operator 665 surrenders its license and the operator's last return reported negative adjusted gross sports 666 667 wagering receipts.

(c) The excise on adjusted gross sports wagering receipts imposed by this section shall be
in lieu of all other state and local taxes and fees imposed on the operation of, or the proceeds
from operation of, sports wagering.

671 (d) Annually, not later than July 1, the commission shall publish on its website a report
672 stating the amount in fees, surcharges and civil penalties received from operators and taxes
673 received from operators and from people or entities that offer fantasy contests, as defined in
674 section 11M¹/₂ of chapter 12.

Section 15. (a) There shall be established and set up on the books of the commonwealth a
separate fund to be known as the Sports Wagering Control Fund. The commission shall be the
trustee of the fund and shall expend money to finance the operational activities of the
commission pertaining to sports wagering. The fund shall be credited with: (i) any appropriation,
bond proceeds or other monies authorized by the general court and specifically designated to be
credited thereto; (ii) the proceeds of any fees collected pursuant to this section unless otherwise
specified; (iii) fees collected pursuant to sections 7 and 8; (iv) breaks; and (v) such additional

682 funds as are subject to the direction and control of the commission. All available money in the 683 fund that is unexpended at the end of each fiscal year shall not revert to the General Fund and 684 shall be available for expenditure in the subsequent fiscal year.

(b) The commission shall establish fees for any investigation into a violation of this
chapter or regulation promulgated hereunder by a sports wagering operator to be paid by the
sports wagering operator including, but not limited to, billable hours by commission staff
involved in the investigation and the costs of services, equipment or other expenses that are
incurred by the commission during the investigation.

690 (c) Any remaining costs of the commission necessary to maintain regulatory control over 691 sports wagering operators that are not covered by: (i) the fees set forth in subsection (b); (ii) any 692 other fees assessed pursuant to this chapter; or (iii) any other designated sources of funding, shall 693 be annually assessed on sports wagering operators pursuant to this chapter in proportion to each 694 operator's share of the commonwealth's total adjusted gross sports wagering receipts. Each 695 operator shall pay the amount assessed against the operator not more than 30 days after the date 696 of the notice of assessment from the commission.

697 (d) If the fees collected pursuant to subsections (b) and (c) exceed the cost required to
698 maintain regulatory control, the surplus funds shall be credited in proportional shares against
699 each sports wagering operator's next assessment.

(e) The commission shall annually assess and collect a \$1,000,000 fee in shares to be
 determined by the commission against each sports wagering operator that is not a category 1 or
 category 2 gaming licensee, as defined in section 2 of chapter 23K. The fee collected pursuant to
 this subsection shall be deposited into the Public Health Trust Fund established in section 58 of

said chapter 23K and shall be used for the costs of services and public health programs provided
for in said section 58 of said chapter 23K.

706 Section 16. (a) The commission may assess a civil administrative penalty on an operator 707 who fails to comply with any provision of this chapter, house rules or any regulation or order 708 adopted by the commission; provided, however, that the noncompliance shall have occurred after 709 the commission has given such operator written notice of the noncompliance and the time stated 710 in the notice for coming into compliance has elapsed; provided further, that the commission may 711 assess a penalty without providing written notice if the failure to comply: (i) was part of a pattern 712 of noncompliance and not an isolated instance; (ii) was willful or neglectful and not the result of 713 error; (iii) resulted in a significant breach to the integrity of the operator or the sports wagering 714 laws of the commonwealth; or (iv) consisted of failure to promptly report to the commission any 715 knowledge of evidence or circumstances that would cause a reasonable person to believe that a 716 violation of this chapter has been committed. The civil administrative penalty shall be in addition 717 to any other civil penalty that may be prescribed by law.

718 (b) For the purpose of determining whether such noncompliance was part of a pattern of 719 noncompliance and not an isolated instance, the commission shall consider, but not be limited to; 720 (i) whether the commission had previously notified the operator of such noncompliance on more 721 than 1 occasion during the previous month or of any noncompliance with the same provision of a 722 law, regulation, order, license or approval as the current noncompliance during the previous 6-723 month period; or (ii) whether the current and previous instances of noncompliance, considered 724 together, indicate a potential threat to the integrity of the operator and sports wagering in the commonwealth or an interference with the commission's ability to efficiently and effectively 725 726 regulate sports wagering in the commonwealth and enforce any regulation, license or order. If an

operator that has received a notice of noncompliance fails to come into compliance within the
time period stated in the notice, the civil administrative penalty may be assessed by the
commission upon the operator from the date of receipt of such notice.

730 (c) If the commission seeks to assess a civil administrative penalty on an operator, the 731 commission shall cause to be served upon the operator, by service in hand or by certified mail, 732 return receipt requested, a written notice of its intent to assess a civil administrative penalty that 733 shall include: (i) a concise statement of the alleged act or omission for which such civil 734 administrative penalty is sought to be assessed; (ii) each law, regulation, order, license or 735 approval that has not been complied with as a result of such alleged act or omission; (iii) the 736 amount that the commission seeks to assess as a civil administrative penalty for each alleged act 737 or omission; (iv) a statement of the operator's right to an adjudicatory hearing on the proposed 738 assessment; (v) the requirements the operator shall comply with to avoid being deemed to have 739 waived the right to an adjudicatory hearing; and (vi) the manner of payment thereof if the 740 operator elects to pay the penalty and waive an adjudicatory hearing. After written notice of 741 noncompliance or intent to assess a civil administrative penalty has been given, each day 742 thereafter during which noncompliance occurs or continues shall constitute a separate offense 743 and shall be subject to a separate civil administrative penalty if reasonable efforts have not been 744 made by the operator to promptly come into compliance.

(d) If the commission seeks to assess a civil administrative penalty on an operator, the
operator shall have the right to an adjudicatory hearing under chapter 30A, the provisions of
which shall apply except when they are inconsistent with the provisions of this chapter.

748	(e) An operator shall be deemed to have waived its right to an adjudicatory hearing
749	unless, not more than 21 days after the date of the commission's notice that the commission
750	seeks to assess a civil administrative penalty, the operator files with the commission a written
751	statement denying the occurrence of any of the acts or omissions alleged by the commission in
752	the notice or asserting that the amount of the proposed civil administrative penalty is excessive.
753	In an adjudicatory hearing authorized under chapter 30A, the commission shall be required to
754	prove, by a preponderance of the evidence, the occurrence of each act or omission alleged by the
755	commission in the notice.

(f) If an operator waives the right to an adjudicatory hearing, the proposed civil
administrative penalty shall be final immediately upon such waiver. If a civil administrative
penalty is assessed at the conclusion of an adjudicatory hearing, the civil administrative penalty
shall be final upon the expiration of 30 days unless an action for judicial review of the decision is
commenced under chapter 30A.

761 (g) An operator who institutes proceedings for judicial review of the final assessment of a civil administrative penalty shall place the full amount of the final assessment in an interest-762 763 bearing escrow account in the custody of the clerk or magistrate of the reviewing court. The 764 establishment of an interest-bearing escrow account shall be a condition precedent to the 765 jurisdiction of the reviewing court unless the party seeking judicial review demonstrates, in a 766 preliminary hearing held not more than 20 days after the filing of the complaint, the presence of 767 a substantial question for review by the court or the operator's inability to pay. Upon such a demonstration, the court may grant an extension or waiver of the interest-bearing escrow account 768 769 requirement or may require, in lieu of such interest-bearing escrow account, the posting of a

bond payable directly to the commonwealth in the amount of 125 per cent of the assessedpenalty.

772 If, after judicial review, in a case where the escrow account requirement has been waived, 773 and in cases where a bond has been posted in lieu of such requirement, the court affirms, in 774 whole or in part, the assessment of a civil administrative penalty, the commission shall be paid 775 the amount thereof together with interest at the rate provided in section 6C of chapter 231. If, 776 after judicial review in a case where an interest-bearing escrow account has been established, the 777 court affirms the assessment of such penalty, in whole or in part, the commission shall be paid 778 the amount thereof together with the accumulated interest in the interest-bearing escrow account. 779 If the court sets aside the assessment of a civil administrative penalty in a case where the amount 780 of such penalty has been deposited in an interest-bearing escrow account, the operator on whom the civil administrative penalty was assessed shall be repaid the amount so set aside, together 781 782 with the accumulated interest thereon.

783 (h) Each operator who fails to timely pay a civil administrative penalty and each operator 784 who issues a bond under this section and fails to timely pay to the commission the amount 785 required for the bond, shall be liable to the commonwealth for up to 3 times the amount of the 786 civil administrative penalty, together with costs, plus interest accrued from the time the civil 787 administrative penalty became final and attorneys' fees, including all costs and attorneys fees 788 incurred directly in the collection of the penalty. The rate of interest shall be the rate provided in 789 section 6C of chapter 231. The commission may require that the amount of a civil administrative 790 penalty imposed under this section exceed any economic benefit realized by a person.

791	(i) The commission may impose conditions on, suspend or revoke an operator's license or
792	reprimand or assess a fine on an operator upon a finding that the operator: (i) has committed a
793	criminal or civil offense under this chapter or under any other law; (ii) is not in compliance with
794	sports wagering regulations promulgated pursuant to this chapter; (iii) is under criminal
795	investigation in another jurisdiction; (iv) has breached a condition of licensure; (v) has affiliates,
796	close associates or employees that are not qualified or licensed under this chapter with whom the
797	operator continues to conduct business or employ; (vi) is no longer capable of maintaining
798	operations as a sports wagering operator; or (vii) whose business practice, upon a determination
799	by the commission, is injurious to the policy objectives of this chapter.
800	Section 17. There shall be established and set up on the books of the commonwealth a
801	Sports Wagering Fund which shall receive revenues collected pursuant to sections 6 and 14. The
802	commission shall be the trustee of the fund and shall transfer monies from the fund as follows:
803	(1) 45 per cent to the General Fund;
804	(2) 17.5 per cent to the Workforce Investment Trust Fund established in section 18;
805	(3) 27.5 per cent to the Gaming Local Aid Fund established in section 63 of section 23K;
806	(4) 1 per cent to the Youth Development and Achievement Fund established in section
807	19; and
808	(5) 9 per cent to the Public Health Trust Fund established in section 58 of section 23K.
809	Section 18. (a) There is hereby established and set up on the books of the commonwealth
810	a separate fund to be known as the Workforce Investment Trust Fund. There shall be credited to
811	the fund any sports wagering revenue transferred from the Sports Wagering Fund pursuant to

section 16. Monies transferred to the fund shall be continuously expended, without regard for
fiscal year, exclusively for carrying out the purposes of this section. Money remaining in the
fund at the end of a fiscal year shall not revert to the General Fund.

(b) The fund shall be administered by the secretary of housing and economic
development. Money in the fund shall be competitively granted to develop and strengthen
workforce opportunities for low-income communities and vulnerable youth and young adults in
the commonwealth, including providing opportunities and strategies to promote stable
employment and wage growth.

820 (c) Eligible grant recipients shall provide opportunities which: (i) target at risk youth, 821 including resources to empower youth to succeed in the workforce; (ii) provide job skills 822 trainings, including programs offering trainings in multiple languages and areas for development, 823 including education and hands on skills; (iii) promote adult literacy, including strategies to 824 master reading and writing and providing digital formats to increase accessibility; and (iv) 825 provide English language learning programs to promote access to the workforce. The secretary 826 of housing and economic development shall establish criteria to evaluate applications for the 827 grant program; provided, that the criteria shall include, but shall not be limited to, at risk 828 populations; provided further, that preference shall be given to eligible grant recipients providing 829 opportunities for individuals who meet at least 2 of the following: (i) is under 30 years of age; 830 (ii) is a victim of violence; (iii) is over 18 years of age and does not have a high school diploma; 831 (iv) has been convicted of a felony; (v) has been unemployed or has had a family income below 832 250 per cent of the federal poverty level for not less than 6 months; (vi) lives in a census tract 833 where over 20 per cent of the populations fall below the federal poverty line; or (vii) is an 834 immigrant, refugee or person of color.

(d) Annually, not later than October 1, the secretary of housing and economic
development shall provide a report of the grants given and a breakdown of expenditures made by
the fund. The report shall be posted on the website of the executive office of housing and
economic development.

839 Section 18. There shall be established and set up on the books of the commonwealth a 840 fund to be known as the Youth Development and Achievement Fund. The fund shall be credited 841 any monies transferred from the Sports Wagering Fund pursuant to section 16 and all monies 842 credited to or transferred to the fund from any other fund or source. Expenditures from the fund 843 shall be subject to appropriation and shall be expended equally for the following purposes:

844 (1) For the purposes of providing financial assistance to students from the commonwealth
845 enrolled in and pursuing a program of higher education in any approved public or independent
846 college, university, school of nursing or any other approved institution furnishing a program of
847 higher education;

848 (2) For the purposes of funding after-school and out-of-school activities, including, but
849 not limited to, youth athletics and other activities that improve student health, literacy programs,
850 English language learning programs, academic tutoring, art, theater and music programs and
851 community service programs; and

(3) For the purposes of providing matching grants to elementary and secondary youth
sports, organizations, clubs and other school groups to attend events including, but not limited to,
academic events and programs, cultural events and award ceremonies both nationally and
internationally.

856 Section 20. The commission shall conduct a study into the feasibility of allowing retail 857 locations in the commonwealth to operate sports wagering kiosks. The study by the commission 858 shall include, but not be limited to, an analysis of: (i) the economic impact of this chapter on 859 retail establishments that serve alcoholic beverages for on premises consumption, such as 860 restaurants and bars; (ii) which retail locations have the ability to operate a sports wagering 861 kiosk; (iii) the economic impact to the commonwealth of authorizing retail locations to operate a 862 sports wagering kiosk; (iv) the methods and availability of payouts of winnings by a sports 863 wagering kiosks at retail locations; (v) the public health and safety impacts to the commonwealth 864 of authorizing retail locations to operate a sports wagering kiosk; (vi) the potential effect of 865 sports wagering kiosks at retail locations on problem gaming or gambling; (vii) the impact of 866 sports wagering kiosks at retail locations on minors; (viii) the economic impact of authorizing 867 this method of sports wagering on businesses owned by people of color; (ix) the public health 868 and economic impact of this method of sports wagering as an alternative to the current black 869 market, particularly in communities far from authorized in-person sports wagering; and (x)870 recommendations to ensure diversity, equity and inclusion are included in this method of sports 871 wagering. As part of the study, the commission shall consult retailers, convenience stores, 872 restaurants, women and minority owned businesses and small business owners. The commission 873 shall report on its findings and submit any recommendations to the clerks of the house and 874 senate, the house and senate committees on ways and means, the joint committee on consumer 875 protection and professional licensure and the joint committee on economic development and 876 emerging technologies no later than December 31, 2022.

877 Section 21. (a) The commission may impose on any person who violates this chapter a 878 civil penalty not to exceed \$2,000 for each violation or \$5,000 for violations arising from the

same series of events. Such penalty shall be imposed on all persons and is not limited to personslicensed under this chapter.

881 (b) The commission may condition, suspend, reprimand, assess a fine or revoke an 882 operator license upon a finding that a licensee: (i) has committed a criminal or civil offense 883 under this chapter or under any other laws of the commonwealth; (ii) is not in compliance with 884 sports wagering regulations; (iii) is under criminal investigation in another jurisdiction; (iv) has 885 breached a condition of licensure; (v) has affiliates, close associates or employees that are not 886 qualified or licensed under this chapter with whom the licensee continues to conduct business or 887 employ; (vi) is no longer capable of maintaining operations as a sports wagering operator or data 888 supplier; or (vii) whose business practice, upon a determination by the commission,

is injurious to the policy objectives of this chapter.

Section 21. (a) Whoever, other than an operator under this chapter, engages in accepting, facilitating or operating a sports wagering operation shall be punished by imprisonment in the house of correction for not more than 90 days or by a fine not to exceed \$10,000, or both; and for a second offense, by imprisonment in the house of correction for not more than 6 months or by a fine of not more than \$50,000, or both; and in the case of a third or subsequent violation by imprisonment in the state prison for not less than 1 but not more than 5 years or by a fine of not less than \$25,000 and not more than \$100,000, or both.

897 Section 22. An operator shall not discharge, demote, suspend, threaten, harass or in any
898 other manner discriminate against an employee because of any lawful act done by the employee
899 to provide information, cause information to be provided or otherwise assist in an investigation

900 regarding any conduct that the employee reasonably believes constitutes a violation of this901 chapter.

902 Section 23. (a) The commission shall develop an annual research agenda in order to 903 understand the social and economic effects of sports wagering in the commonwealth and to 904 obtain scientific information relative to the neuroscience, psychology, sociology, epidemiology 905 and etiology of sports wagering. The secretary of health and human services, with the advice and 906 consent of the commission, may expend funds from the Public Health Trust Fund established in 907 section 58 of chapter 23K to implement the objectives of the sports wagering research agenda; 908 provided, however, that the objectives of the sports wagering research agenda shall, to the extent 909 practicable, be substantially similar to the objectives of the research agenda established under 910 section 71 of said chapter 23K. The sports wagering research agenda shall also include, but not 911 be limited to: (i) an assessment of whether problem sports wagering is comorbid with problem 912 gambling; (ii) an assessment as to whether the individuals participating in sports wagering are 913 different than those who participate in other forms of gaming or gambling; (iii) an assessment of 914 the impact of sports wagering on youth under the age of 25; (iv) an assessment of the impacts of 915 sports wagering on college athletics and professional sports; and (v) the costs of implementing 916 this chapter.

(b) Annually, the commission shall make scientifically-based recommendations that
reflect the results of the research under clause (a) to the clerks of the senate and house of
representatives, the senate and house committees on ways and means, the joint committee on
economic development and emerging technologies, the joint committee on mental health,
substance use and recovery and the joint committee on public health. The commission shall
consider any such recommendations, research and findings in all decisions related to enhancing

923 responsible gambling and mitigating problem sports wagering. The recommendations shall be924 posted on the commission's website.

925 SECTION 6. Chapter 128C of the General Laws is hereby amended by inserting the926 following new section:-

927 Section 9. Notwithstanding sections 1 to 8, inclusive, or any other general or special law 928 to the contrary, no racing meeting licensee, including licensees holding racing meetings in 929 connection with a state or county fair as defined in section 1 of chapter 128A, shall simulcast or 930 accept a wager on greyhound dog racing, and a running horse racing meeting licensee shall 931 conduct not less than 20 live racing days at a thoroughbred horse racing track, provided, the 932 commission may waive this requirement as necessary and appropriate to ensure the financial 933 ability of the licensee to develop and operate a race track.

- 934 SECTION 7. Section 1 of chapter 137 of the General Laws, as appearing in the 2018
 935 Official Edition, is hereby amended by inserting after the figure "23K", in line 3, the following
 936 words:- or sports wagering conducted pursuant to chapter 23N.
- 937 SECTION 8. Section 2 of said chapter 137, as so appearing, is hereby amended by
 938 inserting after the figure "23K", in line 3, the following words:- or an operator who offers sports
 939 wagering pursuant to chapter 23N.
- SECTION 9. Section 3 of said chapter 137, as so appearing, is hereby amended by
 inserting after the figure "23K", in line 7, the following words:- or sports wagering conducted
 pursuant to chapter 23N.

943	SECTION 10. Section 1 of chapter 271 of the General Laws, as so appearing, is hereby
944	amended by striking out, in line 4, the words "chapter 23K" and inserting in place thereof the
945	following words:- chapters 23K and 23N.
946	SECTION 11. Section 2 of said chapter 271, as so appearing, is hereby amended by
947	striking out, in line 4, the words "chapter 23K" and inserting in place thereof the following
948	words:- chapters 23K and 23N.
949	SECTION 12. Section 3 of said chapter 271, as so appearing, is hereby amended by
950	striking out, in line 1, the words "chapter 23K" and inserting in place thereof the following
951	words:- chapters 23K and 23N.
952	SECTION 13. Section 5 of said chapter 271, as so appearing, is hereby amended by
953	striking out, in line 1, the words "chapter 23K" and inserting in place thereof the following
954	words:- chapters 23K and 23N.
955	SECTION 14. Section 5A of said chapter 271, as so appearing, is further amended by
956	inserting after the words "chapter 23K", in line 32, the following words:- or sports wagering
957	conducted pursuant to chapter 23N.
958	SECTION 15. Section 5B of said chapter 271, as so appearing, is hereby amended by
959	striking out, in line 58, the words "chapter 23K" and inserting in place thereof the following
960	words:- chapters 23K and 23N.
961	SECTION 16. Section 8 of said chapter 271, as so appearing, is hereby amended by

963 gaming establishment licensed under chapter 23K" and inserting in place thereof the following

962

striking out, in lines 10 to 11, the words "other game of chance that is not being conducted in a

words:- other game that is not being conducted pursuant to chapter 23K and any other sportswagering that is not being conducted pursuant to chapter 23N.

966 SECTION 17. Section 17 of said chapter 271, as so appearing, is hereby amended by 967 inserting after the words "chapter 23K", in line 27, the following words:- or for the purpose of 968 sports wagering conducted in accordance with chapter 23N.

969 SECTION 18. Said chapter 271, as so appearing, is hereby further amended by striking 970 out section 17A and inserting in place thereof the following section:-

971 Section 17A. Except as permitted under chapter 23N, whoever uses a telephone, internet 972 or other communications technology or, being the occupant in control of premises where a 973 telephone, internet or other communications technology is located or a subscriber for such 974 communications technology, knowingly permits another to use a telephone, internet or other 975 communications technology so located or for which such person subscribes, as the case may be, 976 for the purpose of accepting wagers or bets, or buying or selling of pools, or for placing all or 977 any portion of a wager with another, upon the result of a trial or contest of skill, speed or 978 endurance of man, beast, bird or machine, or upon the result of an athletic game or contest, or 979 upon the lottery called the numbers game, or for the purpose of reporting the same to a 980 headquarters or booking office, or who under another name or otherwise falsely or fictitiously 981 procures telephone, internet or other communications technology service for oneself or another 982 for such purposes, shall be punished by a fine of not more than \$2,000 or by imprisonment for 983 not more than 1 year; provided, however, that this section shall not apply to use of telephones or 984 other devices or means to place wagers authorized pursuant to the provisions of section 5C of 985 chapter 128A.

986 SECTION 19. Section 19 of said chapter 271, as so appearing, is hereby amended by 987 inserting after the words "chapter 23K", in line 19, the following words:- and shall not apply to 988 advertising of sports wagering conducted pursuant to chapter 23N. 989 SECTION 20. Section 20 of said chapter 271, as so appearing, is hereby amended by 990 adding the following sentence:- Nothing in this section shall prohibit an operator licensed under 991 chapter 23N from posting, advertising or displaying materials relevant to its sports wagering 992 operations. 993 SECTION 21. Section 23 of said chapter 271, as so appearing, is hereby amended by 994 inserting after the words "chapter 23K", in line 31, the following words:- and shall not apply to 995 sports wagering conducted pursuant to chapter 23N. 996 SECTION 22. Section 27 of said chapter 271, as so appearing, is hereby amended by 997 inserting after the word "thereto", in line 15, the following words:-; provided, however, that 998 such provisions shall not apply to sports wagering conducting pursuant to chapter 23N. 999 SECTION 23. Section 28 of said chapter 271, as so appearing, is hereby amended by 1000 inserting after the word "prescribed", in line 12, the following words:-; provided, however, that 1001 such provisions shall not apply to sports wagering conducted pursuant to chapter 23N. 1002 SECTION 24. Section 42 of said chapter 271, as so appearing, is hereby amended by 1003 inserting after the word "both", in line 4, the following words:-; provided, however, that such 1004 provisions shall not apply to sports wagering conducted pursuant to chapter 23N. 1005 SECTION 25. The Massachusetts gaming commission shall conduct a study on the

1006 participation by minority business enterprises, women business enterprises and veteran business

48 of 49

10892

1007 enterprises in the sports wagering industry in the commonwealth. The study shall include, but not 1008 be limited to, an analysis of: (i) participation in activities related to the regulation, licensing and 1009 promotion of sports wagering operators; (ii) the level of participation of women, minority and 1010 veteran employees working for sports wagering licensees and employers; (iii) the level of 1011 participation by minority-owned and women-owned businesses that contract with or provide 1012 services to sports wagering licensees and employers; (iv) any barriers to employment of women 1013 and minorities in the sports wagering industry; and (v) methods for increasing racial and gender 1014 diversity in the workforce in the sports wagering industry, including whether to set reasonable 1015 and appropriate goals and procedures for increasing the number of minority business enterprises 1016 providing sports wagering industry-related services to sports wagering licensees and employers. 1017 The commission shall report on its findings and submit any recommendations to the clerks of the 1018 senate and house of representatives, the house and senate committees on ways and means, the 1019 joint committee on racial equity, civil rights, and inclusion and the joint committee on economic 1020 development and emerging technologies not later than December 31, 2022. 1021 SECTION 26. Section 135 of chapter 219 of the acts of 2016 is hereby repealed. 1022 SECTION 27. Sections 2 and 6 shall take effect 1 year after the effective date of this act.



CITY of GARDNER Office of the City Clerk 95 Pleasant Street, Room 121 Gardner, MA 01440 *Tel. 978-630-4058 *Fax: 978-630-2589

CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct **a Joint Public Hearing** on **Monday, March 20, 2023** at **6:30 P.M**. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- **10891** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- **10892** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- **10893** An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage – www.gardner-ma.gov.

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Jiti Siriphan

Titi Siriphan City Clerk

City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 3, 2023

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

RE: An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner.

Dear Madam President and Councilors,

As you are aware, in 2018, the retail sale of cannabis products became legalized in the Commonwealth.

When the City adopted the sale of Marijuana into our ordinances in November of 2018, the ordinances limited the number of establishments that could open in the City for the retail sale of cannabis to twenty percent (20%) of "license issues for retail sale of alcohol not consumed on the premises." (Code of the City of Gardner 675-1070(C)(8)(b)).

Whereas the City is currently issued ten (10) liquor licenses that fit this category, this provision of the City Code limited the number of retail cannabis locations to two (2) locations in the City.

One of the main reasons this quota limit was drafted was due to uncertainty as to how this new market would run its course in the City and the Commonwealth as a whole. However, since then, we have seen that these businesses do not provide a detriment to the City, and have seen the financial benefit the City receives from this as well.

The City currently has one retail location open with Sanctuary, with a second location – Bloc Cannabis – permitted at the Timpany Crossroads location.

This attached ordinance amendment proposal would increase the number of locations allowed in the City from two (2) to four (4). It is the belief of the Administration that this would allow more economic activity in the City based on inquiries that we have seen, keep the industry within a workable range that we are seeing in market trends with the cannabis industry around the Commonwealth, and done with the full support of our public safety departments.

Respectfully Submitted, Juch lector

Michael J. Nicholson Mayor, City of Gardner

CC: City Council Public Welfare Committee Planning Board

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO AMEND SECTION 1070 THEREOF, ENTITLED, "MARIJUANA ESTABLISHMENTS" TO INCREASE THE QUOTE ALLOWED BY THE CODE OF THE CITY OF GARDNER.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

<u>SECTION 1:</u> Subsection (C)(8)(b) of Section 1070 of Chapter 675 of the Code of the City of Gardner be amended by replacing "20%" with "35%" as follows:

b) The number of marijuana retail establishments shall not exceed 35% of liquor licenses issued for retail sale of alcohol not consumed on the premises in the City of Gardner, said number to be rounded up to the next whole number;

SECTION 2: That this ordinance take effect upon passage and publication as required by law.



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street Gardner, Massachusetts 01440 Phone: (978) 632-5600 Fax: (978) 632-9045



Nicholas P. Maroni Deputy Chief of Police

Eric P. McAvene Chief of Police

February 2, 2023

The Honorable Michael J. Nicholson, Mayor Gardner City Hall 95 Pleasant Street Gardner, MA 01440

Re: Retail Marijuana Ordinance

Dear Mayor,

After reviewing the proposed ordinance change from two retail dispensary licenses to four, I do not see any issue with this particular change moving forward. Retail marijuana dispensaries have been operating in the state for the past few years and are closely monitored and regulated by the Cannabis Control Commission. Any retail dispensaries are required to have pre-determined surveillance camera coverage (inside and outside) and purpose-built safes for stored retail product. This is in addition to physical security during operating hours.

The Gardner Police Department has responded to calls at the current recreational retail dispensary, but the vast majority of the calls are general service calls (accidents, lockouts, burglar alarms, etc.). The police department rarely deals with anything else there.

We have conducted "compliance checks" at Sanctuary using underage youths to enter and purchase cannabis products. Sanctuary has never failed a compliance check. In fact, no youth has ever made it past the front door. I have spoken to law enforcement in other host dispensary locations and have not heard of any major issues.

If there are any further questions or concerns, please do not hesitate to contact me.

Very truly yours,

Eric P. McAvene Chief of Police



City of Gardner Department of Inspectional Services 115 Pleasant Street, Room 101 Gardner, MA 01440 Tel. (978) 630-4007 Fax: (978) 632-3313

Feb. 7, 2023

RE: Marijuana Retail Establishments

Dear Mr. Mayor,

I believe the text amendment regarding the number of Marijuana Retail Establishments will only increase opportunities in the City for revenue, and jobs. From a Zoning standpoint I have seen no ill effects from the existing Marijuana Facility. I currently have an application for a Building permit for a second facility which would leave us with no additional licenses. This would in effect tie our hands regarding further growth. I am in full support of this proposal.

Do not hesitate to contact me should you need any further assistance.

dard fin

Roland Jean Building Commissioner/Zoning Enforcement Officer City Hall Annex 115 Pleasant St. RM 101 Gardner, MA 01440 (978) 630 4007 rjean@gardner-ma.gov

Mission Statement To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances

Mayor

From: Sent:	John Richard Wednesday, February 1, 2023 11:14 AM
To:	Mayor
Subject:	Marijuana Fees History

Hi Mike

Here you go.

Description	2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual
MARIJUANA HCA FEES	\$ 26,367.11	\$124,076.56	\$ 132,015.11	\$ 118,394.64	\$47,072.12
MARIJUANA SALES EXCISE TAX	\$104,773.64	\$237,668.25	\$ 306,969.74	\$ 383,850.54	\$ 50,330.46
TOTAL	\$131,140.75	\$361,744.81	\$ 438,984.85	\$ 502,245.18	\$97,402.58

John Richard

City Auditor



95 Pleasant Street, Room 114 Gardner, MA 01440-2630 978-632-1900 ext 8020

Mayor

From: Sent: To: Subject:

Ashley Metivier Wednesday, February 1, 2023 11:04 AM Mayor Liquor Retail - Not Consumed on Premise

Hi Mike,

We have 10 locations licensed as retail sale, not consumed on premises:

Malt/Wine Packaged Goods Town Convenience, 13 Pine St BP, 221 Main St South Gardner Mini Mart, 94 S. Main St Jays Variety, 32 E. Broadway Price Chopper, 500 Main St

All Alcohol Packaged Goods Beauregard Liquors, 11 West St Brazells, 201 Pleasant St Hannaford, 14-20 Timpany Blvd Gardner Spirits, 364 Timpany Blvd Anthony's, 12 Pearson Blvd

Let me know if you need any more information!

Ashley Metivier Administrative Assistant/License Commission Clerk City of Gardner 95 Pleasant St, Room 29 Gardner, MA 01440 P: 978-630-4013 Ext: 8042 F: 978-632-4682 E: <u>AMetivier@gardner-ma.gov</u>

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Select Language



Cily of Gardner, MA Friday, February 3, 2023

Chapter 675. Zoning

Article X. Supplemental Regulations

§ 675-1070. Marijuana establishments.

A. Purpose.

- (1) To provide for the placement of marijuana establishments in appropriate places and under conditions in accordance with the provisions of MGL c. 94G.
- (2) To minimize the adverse impacts of marijuana establishments on adjacent properties, residential neighborhoods, schools and other places where children congregate, local historic districts, and other sensitive land uses potentially incompatible with said establishments.
- (3) To regulate the siting, design, placement, security, safety, monitoring, modification, and discontinuance of marijuana establishments.
- B. Applicability.
 - (1) No marijuana establishment shall be established except in compliance with the provisions of § 675-410 (Schedule of permitted uses) and this § 675-1070 (Marijuana establishments).
 - (2) Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of Class 1 Controlled Substances.
 - (3) If any provision of this section or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this section are severable.
- C. General requirements and conditions for all marijuana establishments.
 - (1) All marijuana establishments shall be contained within a building or structure.
 - (2) The hours of operation of marijuana establishments shall be set by the special permit granting authority.
 - (3) No marijuana establishment property line shall be located within 500 linear feet of a lot line where the following districts, activity, or uses occur:
 - (a) (Reserved)^[1]
 - Editor's Note: Former Subsection C(3)(a), regarding nonconforming residential dwellings, was repealed 9-3-2019 by Ord. No. 1625.
 - (b) Any church, public or private school or child-care facility; or place where minors frequent (e.g., a library, ball field, park, sports or family recreation facility, religious facility or the like);
 - (c) Any other marijuana establishment;
 - (d) Any drug or alcohol rehabilitation facility; or
 - (e) Any correctional facility, halfway house or similar facility.
 - (4) No smoking, burning or consumption of any product containing marijuana or marijuana-related products shall be permitted on the premises of a marijuana establishment.

- (5) No marijuana establishment shall be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van or truck.
- (6) Marijuana establishments shall provide the Gardner Police and Fire Departments, Building Commissioner, Board of Health, and the special permit granting authority with the names, phone numbers and e-mail addresses of all management staff and key holders to whom one can provide notice if there are operating problems associated with the establishment.
- (7) The City shall have access at any time to inspect the premises of the marijuana establishment to ensure compliance with local and state regulations, excluding client health information protected under the Health Insurance Portability and Accountability Act of 1996.
- (8) Pursuant to MGL c. 94G, § 3(a)(2)(i) to (iii), the maximum number of licensed marijuana establishments in the City shall be consistent with the following provisions:
 - (a) Shall not prohibit one or more types of marijuana establishment;
 - (b) The number of marijuana retail establishments shall not exceed 20% of liquor licenses issued for retail sale of alcohol not consumed on the premises in the City of Gardner, said number to be rounded up to the next whole number;
 - (c) The number of marijuana establishments shall not prevent the conversion of a medical marijuana treatment center licensed or registered no later than July 1, 2017, to a marijuana establishment engaged in the same type of activity. [Amended 9-3-2019 by Ord. No. 1625]
- D. Special permit requirements.
 - (1) No special permit for any marijuana establishment shall be issued without site plan approval first having been obtained from the Planning Board, § 675-1010, Site plan review, of this chapter. In addition to the standards set forth within, the site plan must meet all dimensional, parking, landscaping, and signage requirements within this chapter.
 - (2) A marijuana establishment shall only be allowed by special permit from the Gardner Planning Board in accordance with MGL c. 40A, § 9, subject to the following statements, regulations, requirements, conditions and limitations.
 - (3) A special permit for a marijuana establishment shall be limited to one or more of the following uses that shall be specified by the special permit granting authority:
 - (a) Marijuana cultivator;
 - (b) Marijuana product manufacturer;
 - (c) Marijuana retailer;
 - (d) Marijuana testing facility;
 - (e) Marijuana transportation or distribution facility; and
 - (f) Any other type of licensed marijuana-related business.
 - (4) In addition to the application requirements set forth above, a special permit application for a marijuana establishment shall include the following:
 - (a) The name and address of each owner of the establishment;
 - (b) Copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts Cannabis Control Commission and any of its other agencies for the establishment;
 - (c) Evidence of the applicant's right to use the site of the establishment for the establishment, such as a purchase and sale agreement, deed, owner's authorization, or lease;
 - (d) Proposed security measures for the marijuana establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of persons and to protect the premises from theft. A letter

from the City of Gardner Police Chief, or designee, acknowledging review and approval of the marijuana establishment security plan is required. To the extent allowed by law, all such documents shall be confidential.

- (5) Mandatory findings. The special permit granting authority shall not issue a special permit for a marijuana establishment unless it finds that:
 - (a) The establishment is designed to minimize any adverse impacts on abutters and other parties in interest, as defined in MGL c. 40A, § 11.
 - (b) The establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations; and
 - (c) The applicant has satisfied all the conditions and requirements set forth herein.
- (6) A special permit granted under this section shall have a term limited to the duration of the applicant's ownership or leasehold of the premises as a marijuana establishment. A special permit may be transferred only with the approval of the special permit granting authority in the form of an amendment to the special permit with all information required in this § 675-1070.
- E. Abandonment or discontinuance of use.
 - (1) A special permit shall lapse if not exercised within one year of issuance.
 - (2) A marijuana establishment shall be required to remove all personal property, including but not limited to all material, plants, equipment, accessories, paraphernalia, and any other property no later than the earliest of:
 - (a) Prior to surrendering its state-issued licenses or permits; or
 - (b) Within six months of ceasing operations.



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 2, 2023

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

RE: Ordinance Proposal- Council on Aging

Dear Madam President and Councilors,

The Council on Aging has recently requested that the section of the City Code governing their membership – Chapter 13 – be amended to remove references to the Golden Agers Club and the AARP chapter.

Back when the Council on Aging was established, these groups were still working to grow their services through the Senior Center. However, they are now housed and operated out of the Senior Center and almost all members of the current Council on Aging are members of both groups.

With that, the attached ordinance proposal is being presented to reflect these changes so that all seven members are appointed by the Mayor and confirmed by the City Council.

Respectfully Submitted,

Michael J. Nicholson

Mayor, City of Gardner

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 2 OF CHAPTER 13, ENTITLED "COUNCIL ON AGING – MEMBERSHIP; TERM OF OFFICE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

SECTION 1: Section 2 of Chapter 13 of the Code of the City of Gardner, entitled "Membership; Terms of Office," be stricken in its entirety and replaced with the following:

The Council on Aging shall consist of seven members, appointed by the mayor, subject to confirmation by the City Council. The Mayor shall appoint individuals to serve for a term of three years. Upon the expiration of the term of office of each member, a successor shall be appointed for a term of three years, or until a successor is duly appointed and qualified. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Before entering upon the discharge of their duties, members shall be sworn to the faithful discharge thereof.

SECTION 2: This ordinance shall take effect upon passage and publication as required by law.

Select Language

Current ordingnee

City of Gardner, MA Thursday, February 2, 2023

Chapter 13. Aging, Council on

[HISTORY: Adopted by the City Council of the City of Gardner 6-5-1961 by Ord. No. 237; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Senior Citizens' Director - See Ch. 160, Art. V.

§ 13-1. Council established.

A Council on Aging is hereby established.

§ 13-2. Membership; terms of office.

The Council on Aging shall consist of seven members, five of whom shall be appointed by the Mayor, subject to confirmation by the City Council. Upon establishment, the Mayor shall immediately appoint one person to serve for one year, two to serve for two years, and two to serve for three years and thereafter appoint their successors for terms of three years. Upon the expiration of the term of office of each member, a successor shall be appointed for a term of three years or until a successor is duly appointed and qualified. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. The Presidents of the Gardner Chapter of the American Association of Retired Persons and the Gardner Golden Age Club shall serve as ex officio members with full voting privileges. Before entering upon the discharge of their duties, members shall be sworn to the faithful discharge thereof.

§ 13-3. Duties.

The Council on Aging shall have the duty and obligation of carrying out programs designed to meet the problems of the aging in coordination with the programs of the Massachusetts Council on Aging.

§ 13-4. Private nature of certain information.

The names, addresses, telephone numbers, or other identifying information about elderly persons in the possession of the Council shall not be public records, but the use of these records shall comply with MGL c. 19A, §§ 14 to 24, inclusive, as a condition of receiving a government contract, program grant or other benefit, or as otherwise required by law.

Select Language

Proposed Change

City of Gardner, MA Wednesday, February 1, 2023

Chapter 13. Aging, Council on

[HISTORY: Adopted by the City Council of the City of Gardner 6-5-1961 by Ord. No. 237; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Senior Citizens' Director --- See Ch. 160, Art. V.

§ 13-1. Council established.

A Council on Aging is hereby established.

§ 13-2. Membership; terms of office.

The Council on Aging shall consist of seven members, five-of-whom-shall-be appointed by the Mayor, subject to confirmation by the City Council. Upon establishment, the Mayor shall-immediately appoint one person to serve for one_year, two-to-serve-for two-years, and two-to-serve for three years and thereafter appoint—their successors-for terms-of-three-years. Upon the expiration of the term of office of each member, a successor shall be appointed for a term of three years or until a successor is duly appointed and qualified. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. The-Presidents-of-the-Gardner-Ghapter-of-the-American-Association-of-Retired-Persons and the Gardner-Golden Age Club shall serve as ex officio-members with full-voting-privileges. Before entering upon the discharge of their duties, members shall be sworn to the faithful discharge thereof.

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CITY OF GARDNER MASSACHUSETTS 01440

COUNCIL ON AGING

Charles P. McKean Building 294 Pleasant Street

February 2, 2023

Mayor Michael Nicholson City Council President Elizabeth Kazinskas Gardner City Hall 95 Pleasant Street Gardner, Massachusetts 01440

Dear Mayor Nicholson and President Kazinskas, The Gardner Council on Aging is asking for your support of the proposed ordinance amendment to the Code of the City of Gardner, Section 2 of Chapter 13, entitled "Council on Aging - Membership; Term of Office." This proposed amendment would eliminate the requirement to have designated representatives of AARP and the Golden Age Club seated on the Council on Aging Board, would provide for expanded opportunities for more diverse representation from our senior community, and provide a mechanism to replace members who leave the board before their term expires.

The Gardner Council on Aging, AARP Chapter 3237, and the Golden Age Club of Gardner, like so many organizations in our community and our world, have changed their models of leadership and engagement. Because of changes in our demographics and the manner in which our respective groups interact with each other, we have seen a tremendous increase in the level of participation by and of the members of these groups at all levels and between organizations. Today and for the last several years, the vast majority of appointed and associate members are involved and active in all three organizations.

With such an active group. having specific seats for AARP and the Golden Age Club has therefore become unnecessary to ensure input and involvement of the two. While serving different missions, much of the work of these groups is symbiotic and naturally attracts the support and involvement of their respective members in those of the other. We continue to work to improve this already harmonious and symbiotic relations and stand sure of our ability to represent the values and goals of each group in the deliberations of the Gardner Council on Aging long after this section of the City Code is changed.

As always, I welcome your input, questions and concerns, and invite you to contact me should you ant or need to discuss this proposed change further. I thank you in advance for your consideration of this request.

Sincerely,

Michael F. Ellis

Director

Pmall & Darmethe

Ronald G. Darmetka Chair, Gardner Council on Aging



T: (978) 630-4067

F: (978) 632-5965



City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 3, 2023

Hon. Elizabeth J. Kazinskas, Council President And City Councilors Gardner City Hall, Rm 121 95 Pleasant St Gardner, MA 01440 MATER -8 PH 4: 50

RE: An Ordinance to Amend the Code of the City of Gardner, Chapter 22, entitled "Assessing Department"

Dear Madam President and Councilors,

As part of the review of our City's ordinances, the Board of Assessors has requested that the attached amendment proposal be put forward to bring the existing operations of the Department in line with current departmental operations.

When the original ordinance for this department was adopted in 1957, the position of the full time City Assessor was not a department head level position like it currently exists.

This proposal would make that clearer in the language of the ordinance.

Respectfully Submitted,

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Michael J. Nicholson Mayor, City of Gardner

10896

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 22, ENTITLED "ASSESSING DEPARTMENT"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

SECTION 1: That subsection A of Section 2 of Chapter 22 of the Code of the City of Gardner, entitled "Board of Assessors," be stricken in its entirety and replaced by the following:

A. The Mayor shall appoint a City Assessor who will also serve on the Board of Assessors and two additional members of the Board of Assessors, each for a term of three years, subject to confirmation by the City Council. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.

SECTION 2: That subsection D of Section 2 of Chapter 22 of the Code of the City of Gardner, entitled "Board of Assessors," be stricken in its entirety and replaced by the following:

D. The City Assessor shall serve full time as an Assessor, while the other two members shall be part-time Assessors.

SECTION 3: This ordinance shall take effect upon passage and publication as required by law.

Select Language

City of Gardner, MA Friday, February 3, 2023

Chapter 22. Assessing Department

[HISTORY: Adopted by the City of Gardner at the City election (initiative petition) 11-5-1957 by Ord. No. 186; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

§ 22-1. Department established.

An Assessing Department in the City of Gardner is hereby established under the charge of a board of three Assessors.

§ 22-2. Board of Assessors.

- A. The Mayor shall immediately appoint one person to serve until the expiration of one year, one to serve until the expiration of two years, and one to serve until the expiration of three years, and thereafter annually shall appoint members to serve for the term of three years following the expiration of the terms as hereinbefore outlined. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.
- B. Each year at its first meeting the Board shall organize and elect a Chairperson.
- C. The Assessors shall perform, or cause to be performed, all the duties required of assessors under the General Laws of the Commonwealth of Massachusetts and shall be subject to said General Laws, as well as to the Charter and ordinances of the City of Gardner.
- D. One of the members of the Board of Assessors shall serve full time as an Assessor, while the other two members shall be part-time Assessors.
- E. The Board shall meet with any person filing an application for abatement or his attorney upon request for such a meeting.

§ 22-3. Compensation.

The salary of the Assessors and other employees of the Assessing Department shall be established in the ordinances designating salaries and wages for the City employees.^[1] [1] *Editor's Note: See Ch.* **171**, *Personnel, Arts. XV and XVI*.

10896

CITY OF GARDNER

Office of the Board of Assessors

95 Pleasant Street Room 223 Gardner, MA 01440



Tel: 978-630-4004 Fax: 978-630-4080 Email: ckumar@gardner-ma.gov

February 3, 2023

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

Re: City Code, Chapter 22 - Assessing Department

Mayor Nicholson:

I have reviewed the changes to the City Code, Chapter 22, pertaining to the Assessing Department and am in full support of them to help the operations of my office.

All the best,

Christine Kumar

Christine Kumar, MAA City Assessor