



City of Gardner, Massachusetts
Office of the City Council

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**CALENDAR FOR THE MEETING**

*of*  
**MONDAY, APRIL 3, 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)**
- VII. PUBLIC HEARINGS**
- VIII. COMMUNICATIONS FROM THE MAYOR**

**ORDERS**

**10952** – An Order Appropriating \$14,766.00 from Free Cash to the IT Software Service License Renewal Account. *(Finance Committee)*

**10953** – An Order Appropriating \$30,000.00 from Free Cash to Water Surplus to Repairs to Mains. *(Finance Committee)*

**10954** – An Order Appropriating \$50,000.00 from Free Cash to Sewer Surplus to Repairs to Main – Relining Sewer Mains. *(Finance Committee)*

**10955** – An Order Appropriating \$150,000.00 from Free Cash to Sewer Surplus to Repairs to Main – New Manhole Frames and Covers. *(Finance Committee)*

**IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.**

**X. REPORTS OF STANDING COMMITTEES**

**FINANCE COMMITTEE**

**10946** – A Measure Authorizing an Intermunicipal Agreement between City of Gardner and Town of Ashburnham for Wastewater Collection, Treatment and Disposal. *(In the City Council and referred to Finance and Service Committee 3/20/2023)*

**APPOINTMENTS COMMITTEE**

**10949** – A Measure Confirming the Mayor’s Appointment of Bryant Powlowski to the position of Permanent Police Officer. *(In the City Council and referred to Appointments Committee 3/20/2023)*

**10950** – A Measure Confirming the Mayor’s Appointment of Angel Estrada to the position of Permanent Police Officer. *(In the City Council and referred to Appointments Committee 3/20/2023)*

**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, 2/21/2023, 3/6/2023, 3/20/2023)*

**SERVICE COMMITTEE**

**10946** – A Measure Authorizing an Intermunicipal Agreement between City of Gardner and Town of Ashburnham for Wastewater Collection, Treatment and Disposal. *(In the City Council and referred to Finance and Service Committee 3/20/2023)*

**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; More Time 3/6/2023, 3/20/2023)*

## **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; More Time 3/6/2023; Public Hearing 3/20/2023; Public Hearing Continued 3/20/2023*)
- 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; More Time 3/6/2023; Public Hearing 3/20/2023; Public Hearing Continued 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; More Time 3/6/2023; Public Hearing 3/20/2023; Public Hearing Continued 3/20/2023*)

## **XI. EXECUTIVE SESSION**

MGL C.30A, §22(f) – Review and Approval of the minutes of April 19, 2022, Executive Session **(NOT TO BE RELEASED)**.

## **XII. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION**

## **XIII. NEW BUSINESS**

## **XIV. CLOSING PRAYER**

## **ADJOURNMENT**

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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.

**City of Gardner - *Executive Department*****Mayor Michael J. Nicholson**

March 23, 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 – Treasurer's Office Payroll Software

Dear Madam President and Councilors,

The City employs approximately 900 individuals between the City and the School Department, all of whose payroll is processed by the City Treasury Department.

City employees are paid on a weekly basis, and school department employees are paid on a bi-weekly basis. Under both systems, pay day is on Thursday.

Currently, there is no system in place for the employees of the Treasurer's Department to adequately distribute payroll for either direct deposit slips or live checks. This means that on Tuesdays and Wednesdays, staff is left printing upwards of 900 checks/deposit slips from a printer that only holds enough paper for about a third of that. They then hand fold all of the items printed, and then hand stuff them into envelopes and then distribute them to their appropriate departments.

The attached appropriation request would allow the Treasurer's Department to utilize our Munis Financial Software to email out direct deposit slips to employees who elect to receive these items this way and thus greatly cut down on costs of paper and envelopes and substantially cut down on the amount of time staff is using to simply fold the checks, sort by department, and stuff into envelopes.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



AN ORDER APPROPRIATING FROM FREE CASH TO THE IT SOFTWARE  
SERVICE LICENSE RENEWAL ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Fourteen Thousand Seven  
Hundred Sixty-Six Dollars and No Cents (\$14,766.00) from Free Cash to the IT Software  
Service License Renewal Account.



Quoted By: Susan Sturgis  
Quote Expiration: 08/13/23  
Quote Name: City of Gardner - ERP - Tyler Forms

Sales Quotation For:

City of Gardner  
95 Pleasant St Rm 118  
City Hall  
Gardner MA 01440-2690  
Phone: +1 (978) 632-7661

Tyler License Fees and Related Services

| Description                                             | Qty | License     | Hours | Module Total | Year One    |  |
|---------------------------------------------------------|-----|-------------|-------|--------------|-------------|--|
|                                                         |     |             |       |              | Maintenance |  |
| Enterprise Forms Processing (including Common Form Set) | 1   | \$ 8,222.00 | 24    | \$ 8,222.00  | \$ 1,644.00 |  |
| TOTAL                                                   |     | \$ 8,222.00 | 24    | \$ 8,222.00  | \$ 1,644.00 |  |

Professional Services

| Description           | Quantity | Unit Price | Ext Discount | Extended Price | Maintenance |
|-----------------------|----------|------------|--------------|----------------|-------------|
| Project Management    | 4        | \$ 175.00  | \$ 0.00      | \$ 700.00      | \$ 0.00     |
| Remote Implementation | 24       | \$ 175.00  | \$ 0.00      | \$ 4,200.00    | \$ 0.00     |
| TOTAL                 |          |            |              | \$ 4,900.00    | \$ 0.00     |

| Summary                                        |  | One Time Fees | Recurring Fees |
|------------------------------------------------|--|---------------|----------------|
| Total Tyler License Fees                       |  | \$ 8,222.00   | \$ 1,644.00    |
| Total Saas                                     |  | \$ 0.00       | \$ 0.00        |
| Total Tyler Services                           |  | \$ 4,900.00   | \$ 0.00        |
| Total Third-Party Hardware, Software, Services |  | \$ 0.00       | \$ 0.00        |
| Summary Total                                  |  | \$ 13,122.00  | \$ 1,644.00    |
| Contract Total                                 |  | \$ 14,766.00  |                |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such

2023-387578-B6N8F7

CONFIDENTIAL

software available for download by the Client;

- Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
    - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

**City of Gardner - Executive Department****Mayor Michael J. Nicholson**

RECEIVED

2023 MAR 29 PM 1:59

CITY CLERK'S OFFICE  
GARDNER, MA

March 29, 2023

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

RE: Water Retained Earnings Appropriation Request – Repairs to Mains

Dear Madam President and Councilors,

Attached, please find an appropriation request from the Water Retained Earning (Surplus) account to purchase new water gate box tops on roads the City is repaving this year.

This is common practice in the City to replace these structures when roads get repaved to make sure the full amount of infrastructure improvements are made in a location while construction is already being done.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM WATER SURPLUS TO REPAIRS TO  
MAINS.

ORDERED:

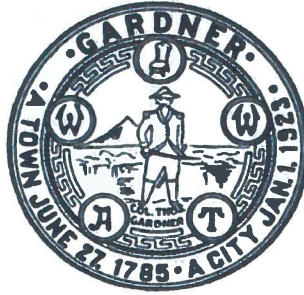
That there be and is hereby appropriated the sum of Thirty Thousand Dollars and  
No Cents (\$30,000.00) from Water Surplus to Repairs to Mains.



**CITY OF GARDNER**  
**Department of Public Works**

10953

Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries



Dane 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

RE: Water Structures

March 22, 2023

Dear Mayor Nicholson:

I am requesting **\$30,000** from available **Water Surplus to Repairs to Mains (62450-52030)** to purchase water gate box tops and other necessary materials for the upcoming paving season. We have obtained 3 quotes from vendors and the \$30,000 will purchase approximately 100 gate boxes and other materials. The City replaces damaged water gate boxes on an as-needed basis during paving projects.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Dane E. Arnold, Director  
Department of Public Works

PC: Public Service Committee  
John Richard, City Auditor





**City of Gardner - *Executive Department***  
**Mayor Michael J. Nicholson**

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March 29, 2023

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

RE: Sewer Retained Earnings Appropriation Request – Repairs to Mains

Dear Madam President and Councilors,

Attached, please find a Sewer Retained Earning Appropriation Request to purchase new manhole frames and covers for the upcoming paving season.

This will continue the practice of the City replacing these structures completely whenever roads are repaved, in order to make sure the system remains sealed and protected.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

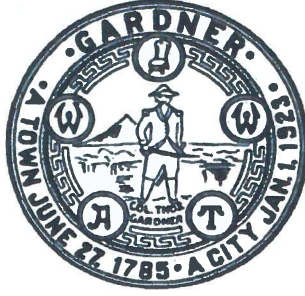
2023 MAR 29 PM 1:59  
CITY CLERK'S OFFICE  
GARDNER, MA

AN ORDER APPROPRIATING FROM SEWER SURPLUS TO REPAIRS TO  
MAINS.

ORDERED:

That there be and is hereby appropriated the sum of Fifty Thousand Dollars and  
No Cents (\$50,000.00) from Sewer Surplus to Repairs to Mains.

**CITY OF GARDNER**  
**Department of Public Works**



Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries

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

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

RE: Sewer Structures

March 22, 2023

Dear Mayor Nicholson:

I am requesting **\$50,000** from available **Sewer Surplus to Repairs to Mains (61440-52030)** to purchase sewer manhole frames and covers for the upcoming paving season. We have obtained 3 quotes from vendors and the \$50,000 will purchase approximately 110 seal-tite frames and covers. The City replaces most, if not all, frames and covers when we resurface a street with these "seal-tite" type that prevent water from seeping into the sewer system through the covers.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Dane E. Arnold, Director  
Department of Public Works

PC: Public Service Committee  
John Richard, City Auditor



City of Gardner - *Executive Department*  
Mayor Michael J. Nicholson

RECEIVED  
2023 MAR 29 PM 1:59  
CITY CLERK'S OFFICE  
GARDNER, MA

March 29, 2023

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

RE: Sewer Retained Earning Appropriation Request – Repairs to Mains

Dear Madam President and Councilors,

Attached, please find an appropriation request from Sewer Retained Earnings for the purpose of relining sewer mains on the attached listing of streets.

This action is being done to help extend the life of these utility pipes and help protect the system from infiltration and inflow which could leach into the system and thus increase what the wastewater treatment plant is processing above what our residents are using.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

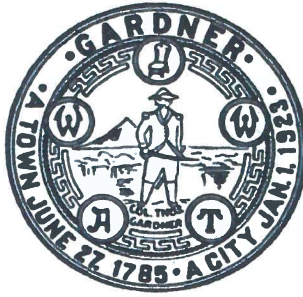
AN ORDER APPROPRIATING FROM SEWER SURPLUS TO REPAIRS TO  
MAINS.

ORDERED:

That there be and is hereby appropriated the sum of One Hundred Fifty Thousand  
Dollars and No Cents (\$150,000.00) from Sewer Surplus to Repairs to Mains.

**CITY OF GARDNER**  
**Department of Public Works**

10955



Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries

Dane 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

RE: Sewer Relining

March 22, 2023

Dear Mayor Nicholson:

I am requesting **\$150,000** from available **Sewer Surplus** to **Repairs to Mains (61440-52030)** for the relining of sewer mains. The Sewer Department recently cleaned and televised just under 6 miles out of our 90 miles of sewer mains throughout the City. We found approximately 1 mile of mains need to be relined at an estimated cost of \$150,000.

We have many miles of old clay sewer mains in the City that over time develop cracks. These cracks allow ground water to enter the sewer system known as "infiltration" and flow to the Wastewater Treatment Facility. Approximately 1/3 of all our flow that is treated at the Wastewater Treatment Facility is from either infiltration or inflow (sump pumps, roof leaders, or other illicit connections) called I/I. This obviously increases the cost of treatment with additional chemicals and electricity. We are also obligated to report to the State annually what we are doing to reduce I/I in our system. Relining the mains will greatly reduce infiltration in these relined mains.

Below is a list of streets that will have some relining performed on them:

|                    |                    |               |               |
|--------------------|--------------------|---------------|---------------|
| Bickford Hill Road | Fairlawn Ave       | Myles Circle  | Smith Street  |
| Blanchard Street   | Lachance Street CC | Nelson Street | Summer Street |
| Cleveland Street   | Main Street        | Pearl Street  | West Broadway |
| Elizabeth Street   | Mill Street        | Pearly Lane   |               |

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Dane E. Arnold, Director  
Department of Public Works

PC: Public Service Committee  
John Richard, City Auditor



City of Gardner - *Executive Department*

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Mayor Michael J. Nicholson

March 3, 2023

Hon. Elizabeth J. Kazinskas, Council President

And City Councilors

Gardner City Hall, Rm 121

95 Pleasant St

Gardner, MA 01440

RE: Authorization for an Intermunicipal Agreement for Sewer Services with the Town of Ashburnham

Dear Madam President and Councilors,

The City of Gardner currently provides wastewater collection, treatment, and disposal services for the Towns of Ashburnham and Templeton.

Attached, please find an intermunicipal agreement to continue these services between the City of Gardner and the Town of Ashburnham.

I respectfully request that the City Council vote to authorize the Administration to enter into this agreement. If authorized, the City would then send this document to the Town of Ashburnham for their Select Board to review and authorize for signature by their Town Administrator.

Respectfully Submitted,

Michael J. Nicholson

Mayor, City of Gardner

AUTHORIZING AN INTERMUNICIPAL AGREEMENT  
BETWEEN THE CITY OF GARDNER AND  
THE TOWN OF ASHBURNHAM  
FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL

VOTED:       To authorize the Mayor to enter into an Intermunicipal Agreement with the Town of Ashburnham for the purpose of providing wastewater collection, treatment and disposal among the two communities, under such terms and conditions as the Mayor deems appropriate and in accordance with the provisions of Section 4A of Chapter 40 of the General Laws.



**Intermunicipal Agreement  
For  
Wastewater collection, Treatment, and Disposal  
Between  
City of Gardner, Massachusetts  
And  
Town of Ashburnham, Massachusetts**

**Preamble**

THIS AGREEMENT made and entered into this \_\_\_\_ day of February, 2022, and executed in quadruplicate (each executed copy constituting an original) between the City of Gardner (hereinafter "Gardner") a Massachusetts' municipal corporation with a principal place of business at City Hall, 95 Pleasant Street, Gardner, Massachusetts 01440, acting by and through its Mayor and the Town of Ashburnham (hereinafter "Ashburnham"), a Massachusetts' municipal corporation with a principal place of business at Town Hall, 32 Main Street, Ashburnham, Massachusetts 01430, acting by and through its Board of Selectmen.

WITNESSETH;

WHEREAS, Gardner owns and operates a wastewater treatment system; and

WHEREAS, Ashburnham maintains a sewer system serving the parts of Ashburnham known as Ashburnham Center and South Ashburnham and it wishes that such effluent to be pumped to the Gardner Wastewater Treatment Facility (hereinafter "Facility"); and

WHEREAS, Gardner, in and under the terms and conditions as listed herein, desire to sell sewage disposal capacity to Ashburnham; and

WHEREAS, Ashburnham, in and under the terms and conditions as listed herein, desires to purchase sewage disposal capacity from Gardner; and

WHEREAS, the parties recognize that Gardner must implement and enforce a pretreatment program to control discharges from certain uses of its wastewater treatment system under the Clean Water Act, 42 U.S.C. Section 1251, et seq. and requirements set forth at 40 CFR Part 403, and

WHEREAS, the parties are authorized by Chapter 40, Section 4 and 4A of the General Laws to enter into an Intermunicipal Agreement for the purpose of Gardner supplying sewage disposal to the Town of Ashburnham, subject to authorization by the Mayor and the Gardner City Council and Ashburnham Town Meeting;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**1. Term/Purpose/Intent**

- 1.1. The term of this Agreement shall be for a period of five (5) and from date hereof, unless sooner terminated as herein provided. The parties intend that the municipal corporations entering into this Agreement are the sole and exclusive beneficiaries of the Agreement. Subject to the terms and limits of this Agreement and of applicable state and federal law, Gardner acting through its Department of Public Works will provide sewer service to Ashburnham in consideration for payment of applicable sewer use rates and fees.
- 1.2. This Agreement shall not take effect until it has been authorized by the Mayor and the Gardner City Council and the Ashburnham Town Meeting.
- 1.3. Gardner shall use its best efforts to be at all times in compliance with the National Pollutant Discharge Elimination System (NPDES) permit issued for the facility and to comply with all state and federal laws, regulations, water quality standards, orders, decrees of any state and/or federal governmental authority having jurisdiction over the treatment and disposal of waste waters.
- 1.4. Characteristics of wastewater delivered to the facility by or from Ashburnham shall at all times conform to standards set by the Rules and Regulations of the U.S. Environmental Protection Agency (hereinafter called "EPA") and the Massachusetts Department of Environmental Protection (hereinafter called "MA DEP") and Gardner's Sewer Use Ordinances all as issued and amended from time to time.

**2. Amendments**

- 2.1. No officer, official, agent, or employee of Gardner or Ashburnham shall have the power to amend, modify or alter this Agreement or waive any of its provisions to bind Gardner or Ashburnham by making any promise or representation not contained herein except by amendment, in writing, executed by both municipal corporations in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, actions, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended this Agreement. Neither party shall be construed as waiving any provision of the Agreement. No waiver by either party or any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

**3. Assignment**

- 3.1. This Agreement shall not be assigned or transferred by either party, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement.

**4. Hold Harmless/Indemnification**

- 4.1. To the extent permitted by law, each party hereby agrees to indemnify and save harmless the other party or its officers, agents, representatives and employees against any and all liability or claims or expenses arising from the acts or omissions of the performance or obligations or representations required of or made or omitted by the other party and its agents, officers, representatives and employees under this Agreement, including but not limited to liability deriving from state and federal environmental administrative findings or orders or actions under present or future law or regulations, or claims for damages on account of injury to person, or property or the environment caused by any act or omission of the other party, its officers, agents, representatives or employees or any fine, penalties, or monetary awards which arise out of the other party's actions or omissions under the terms of this Agreement; and this responsibility shall include all costs and counsel and collection fees relating to each party's right to enforce its rights in equity and its rights to seek damages, both of which rights are explicitly acknowledged and agreed to severally and without exclusivity. Furthermore, failure of one party to act as required hereunder shall entitle the other party to immediately do or accomplish the same and assess the cost and expense thereof to the party so failing to act.

## 5. **Force Majeure**

- 5.1. No failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage, or accident to machinery or lines or pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not with the control of the party against whom a breach is alleged.

## 6. **Reports/Records/Rate Schedules**

- 6.1. Annually, during the first week of February, Ashburnham and Gardner shall mutually exchange records pertinent to the flows from each municipality. The records shall include the average daily flows for each month. The annual flow data will be reconciled against the allocated treatment capacity for the Town and the City. The Town and the City will also furnish data on the expected flows for the upcoming year, the amount of committed but unconnected capacity, and uncommitted capacity.
- 6.2. Upon Gardner's request, Ashburnham shall expeditiously provide reports and records giving the names and addresses of all Ashburnham's customers and showing the location to which sewage is being accepted, character of occupancy, and the aggregate amount of sewage produced on a monthly basis and any other reports, records, or data reasonably required by Gardner, which are matters of public record, or which are reasonably related to the terms of this Agreement.
- 6.3. At the end of the fiscal year, and no later than July 31<sup>st</sup> after the close of such fiscal year, Ashburnham shall give Gardner a written copy of prevailing sewer rate schedule as applicable to the sewer consumers serviced by Gardner sewer and shall provide the other



party any other related documents requested by Gardner. The schedule shall also include all rates and relevant information based on which rates have been formulated.

- 6.4. Upon request, Ashburnham shall provide Gardner a written report showing the amount of sewage received from Ashburnham. Each party shall also furnish the other party with sewer system plans, zoning maps, and such other related information as each party may request from the other party from time to time.
- 6.5. Ashburnham shall maintain written records and billing systems from which it can prepare the reports required under this Agreement. Gardner by its officers or employees shall have the right to inspect these original records and systems and to make copies thereof upon request.
- 6.6. Each party shall notify the other party in writing and keep the other party informed of the name and title of its official or officials responsible for sewage services and for implementation of the terms of this Agreement. If Ashburnham fails to do so, it shall be deemed to have designated the Ashburnham Board of Selectmen. If Gardner fails to do so, it shall be deemed to have designated its Mayor.
- 6.7. Annually, prior to the commencement of each fiscal year, Gardner shall provide Ashburnham with an accounting and breakdown of the budgeted costs to operate and maintain the portions of the wastewater collection and treatment facilities being used by Ashburnham. At the end of each fiscal year, a similar breakdown shall be provided indicating actual expenditures, so that appropriate adjustments can be made to the Transport and Treatment billings.
- 6.8. Ashburnham shall be notified of any capital improvements Gardner intends to make that will affect Ashburnham at the earliest possible date. Within forty eight (48) hours of such notification, the Parties shall schedule a meeting to determine the sum and terms of Ashburnham's resultant payment to Gardner. Ashburnham's contribution to a capital improvement shall be a lump sum distribution unless otherwise agreed to by the Parties.
- 6.9. Notwithstanding any provision to the contrary, nothing in this Agreement shall give Ashburnham's users or any other individual or entity rights as a third party beneficiary to this Agreement. Ashburnham shall indemnify and hold Gardner harmless for any liability arising from or relating to any assertion of such rights in accordance with Article 4 of this Agreement.
- 6.10. Ashburnham agrees that within eighteen (18) months of the execution of this Agreement, it will undertake an Inflow and Infiltration study, share the results thereof with Gardner, present a plan of corrective action addressing any issues which are brought to light by said study. Ashburnham agrees that such study will be conducted in accordance with any applicable regulations or guidelines and in accordance with applicable best practices.

## **7. Inspections**

- 7.1. Either party, at its sole cost and expense, has the right to inspect and test any equipment which the other party is required to install and /or maintain under the Agreement or which may affect the other party's wastewater system. Either Party can require the other party to repair and replace any such equipment which is malfunctioning. If either party fails to replace or repair any such item, within a reasonable time under the circumstances and as set forth in written notice to the other party, the party sending notice may do so and bill the other party for the cost thereof. Payment shall be due within thirty (30) days after the party making the repair or replacement mails or delivers a billing statement to the other party.
- 7.2. Each party hereby consents to the other party's entry upon reasonable notice, onto or into such other party's property for the purpose of any such inspections or repairs, installations or tests which may be required under this agreement
- 7.3. Except as expressly set forth herein, Gardner shall not be required to perform any work in Ashburnham for systems in Ashburnham and the entry point to the Gardner system, including but not limited to improvements, maintenance or administration. Ashburnham shall perform, at its sole cost, and as a condition of this Agreement, such improvements, maintenance, repairs and administration between the Ashburnham meter and pump station the entry point to the System. Such work shall be scheduled and performed in accordance with plans and specifications approved in advance in writing by Gardner and in accordance with Gardner's existing or future applicable specifications for the extension or construction of sewer lines.

## **8. Remedies**

- 8.1. In addition to the remedies, power and authority which Gardner or Ashburnham has under its ordinances or by-laws, the following remedies apply:
  - 8.1.1. If either party fails to fulfill any obligation or condition of this Agreement, the other party has the right to terminate this Agreement by giving sixty (60) days' notice, in writing, of its intent to do so. Upon receipt of such notice the party shall have the right to prevent termination by curing the default within thirty (30) days. Termination shall not release Ashburnham from its obligation to pay all bills or sums accrued prior to termination in accordance with this Agreement.
  - 8.1.2. Both parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.
  - 8.1.3. Any bill remaining unpaid after the forty-fifth (45<sup>th</sup>) day from the date of billing shall bear interest at the rate of twelve percent (12%) per annum computed from the day the payment was first due.

- 8.1.4. If any administrative, board, commission or division of the state or federal government or any court impairs, alters, restricts or limits, directly or indirectly Gardner's rights, powers or authority to maintain, sell, contract for, or permit sewage disposal as described in this Agreement, and such governmental action was not the result of any omission or action by Gardner, Gardner may terminate and void this Agreement by giving sixty (60) days written notice to Ashburnham. Termination under this clause shall not release Ashburnham from its obligation to pay any sums due and all bills owed for services previously rendered unless to do so would be in violation of a final administrative or judicial decree, order or ruling. The notice of termination shall be given within five (5) business days after Gardner receives written notice of the action or decision of such agency, board, commission, division or court. It is the intent of this notice provision to give Ashburnham as much advance notice as possible consistent with Ashburnham's need to terminate. Gardner shall notify Ashburnham of the formal institution of any proceedings or the issuance of any formal order so that Ashburnham may, if it chooses, participate in such proceedings or challenge any such order.
- 8.1.5. If either party fails to perform any obligation under this Agreement, the other party may perform on behalf of the defaulting party and charge the reasonable costs thereof, including administrative time, to the defaulting party as a sum due under the Agreement provided written notice is given to the defaulting party allowing it a reasonable time to cure the default.
- 8.1.6. Gardner may in its sole discretion immediately stop providing service to Ashburnham:
- 8.1.6.1. If Ashburnham fails to cure any default within thirty (30) days after written notice as provided in Paragraph 8.1(a); or
  - 8.1.6.2. If Ashburnham or any consumer utilizing Ashburnham's access to Gardner's sewer system, by act or omission violates or fails to comply with any lawful notice or order of the Director of Public Works permitted or required under EPA's pretreatment regulations or violates any requirement imposed by EPA regulating wastewater discharge, treatment, or pretreatment. In such event, Gardner shall have been deemed to have terminated this Agreement for Cause.
- 8.1.7. Either party may terminate this Agreement without cause, for any reason or no reason, by written notice to the other at least three (3) years in advance of the termination date. Termination shall not release Ashburnham from its obligation to pay all bills or sums due for prior actual use in accordance with this Agreement. The indemnification provisions provided for in this Agreement shall survive such termination.
- 8.1.8. The remedies set forth in this Agreement are separate and cumulative. The election of one does not preclude use of another.



## **9. Emergencies**

- 9.1. Each Party shall immediately, within not more than twenty-four (24) hours, notify the other of any emergency or condition in either party's system which may affect wastewater collection, treatment and disposal system in either municipality.
- 9.2. Notwithstanding the provisions of the above article, if Gardner determines that Ashburnham's failure to comply with federal, state, or local law constitutes an emergency, including but not limited to a threat to public health and safety or a violation of EPA and/or DEP permits, Gardner may suspend this Agreement upon such written notice as it deems necessary under the circumstances.

## **10. Incorrect Meter Readings**

- 10.1. If Gardner determines that a sewer meter has registered incorrectly, the Director of Public Works shall prepare an estimate of the amount of sewage accepted through the faulty meter for the purpose of billing Ashburnham. The estimate shall be based upon the average of three (3) preceding readings of the meters(s), exclusive of incorrect readings. When less than three (3) correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

In the event and without limiting the foregoing nor being limited thereby:

- 10.1.1. All methods and means and equipment and placement and use thereof, shall be subject to advance written approval by Gardner;
- 10.1.2. The meter shall be read daily to determine problems or the potential thereof;
- 10.1.3. Monthly reports in a form acceptable to Gardner shall be provided promptly; and
- 10.1.4. The meter(s) shall be appropriately and officially calibrated and their accuracy verified and assured in a manner acceptable to Gardner on an annual basis, or at any other time if Gardner in its discretion determines that there are suspect or extraordinary readings.

## **11. Gardner/Ashburnham Employees**

- 11.1. Employees, servants, or agents of their municipality shall not be deemed to be agents, servants, or employees of the other municipality of any purpose including but not limited to either Worker's Compensation or unemployment insurance purposes.

## **12. Method of Supply**

- 12.1. Ashburnham agrees to purchase sewage disposal services and capacity from Gardner in accordance with the terms and conditions of this Agreement. Ashburnham shall be entitled to discharge 200,000 gallons per day of Normal Strength Wastewater

into Gardner's sewer collection system at a metered location in Gardner. In addition, all metering and meters in the City of Gardner shall be accessible to and by Gardner, shall be alarmed and monitored by remote telemetry or radio type reading capabilities; and the metering and readings shall be visual on site, and all transmitted readings shall be verified manually and visually at least once per week.

12.2 All wastewater flows expressed or referred to within this Agreement (unless otherwise noted) are monthly average flows, and are computed based upon the most recent calendar month total flow measured at the metered connection, divided by the number of days in the month.

### **13. Use Restriction**

13.1 Ashburnham shall use the sewage capacity furnished under this Agreement solely for its municipal wastewater and for wastewater generated by persons subject to its or Gardner's jurisdictional control and within Ashburnham's corporate limits. Ashburnham shall not permit any sewage capacity furnished hereunder to be used by any person outside of Ashburnham's territorial limits without the express written consent of Gardner in each instance provided Gardner recognizes that the following buildings of the Ashburnham-Westminster Regional School District (of which Ashburnham is a member town) are accepted and acceptable: the Regional High School, Briggs Elementary School, and the new Middle School which is an approved building project.

### **14. Reserved Capacity**

14.1 Gardner agrees to permit Ashburnham to discharge daily flows up to 200,000 gallons per day through connections with the Gardner sewer system during the term of this Agreement. The City of Gardner will consider a request to allow an increase in Ashburnham's capacity allocation of 200,000 gpd, subject to negotiation by the parties, and an appropriate amendment to this agreement. This does not impose on either party any express or implied obligations with regard to the potential negotiations or agreement. Neither party has any added or implied obligations to modify this Agreement.

14.2 This section exists for the purposes of explaining the need for the 200,000 gallons per day of Reserved Capacity, but not for the purpose of interpretation or enforcement of any other provision of this Agreement. The following table presents a preliminary estimate of the demands for wastewater capacity over the next five 5) years.

### **15. Funding and Appropriations – Waste Treatment Facilities Upgrade**

Ashburnham agrees to insert an article in the Ashburnham and (INSERT DATE) Annual Town Meeting Warrant and affirmatively recommend that the Ashburnham Town Meeting appropriate annually (DATES?) sufficient money to pay for Ashburnham's obligations under this Agreement.



| Shared Costs                       |                 |                  |               |
|------------------------------------|-----------------|------------------|---------------|
| Item                               | Costs           | WWTF             | Ashburnham    |
|                                    |                 | 5,000,000        | 200,000       |
|                                    | Actual          | Percent Flow     | 4.00%         |
| OPM Phase 1                        | \$ 98,185.00    | \$ 91,704.79     | \$ 3,927.40   |
| OPM Phase 2                        | \$ 224,136.00   | \$ 209,343.02    | \$ 8,965.44   |
| OPM Phase 3                        | \$ 722,739.00   | \$ 675,038.23    | \$ 28,909.56  |
| Facility Plan                      | \$ 236,600.00   | \$ 220,984.40    | \$ 9,464.00   |
| Headworks WP Design                | \$ 368,500.00   | \$ 344,179.00    | \$ 14,740.00  |
| Headworks Construction             | \$ 3,648,522.86 | \$ 3,407,720.35  | \$ 145,940.91 |
| Headworks WP Const Serv            | \$ 195,500.00   | \$ 182,597.00    | \$ 7,820.00   |
| Dewatering WP Design               | \$ 426,100.00   | \$ 397,977.40    | \$ 17,044.00  |
| Dewatering Construction            | \$ 6,761,332.75 | \$ 6,315,084.79  | \$ 270,453.31 |
| Dewatering CDR/T&H OPM             | \$ 415,675.00   | \$ 388,240.45    | \$ 16,627.00  |
| Dewatering WP Const Serv           | \$ 286,100.00   | \$ 267,217.40    | \$ 11,444.00  |
| Sludge Landfill CDR/T&H Design     | \$ 290,850.00   | \$ 271,653.90    | \$ 11,634.00  |
| Sludge Landfill Woodard and Curren | \$ 290,000.00   | \$ 270,860.00    | \$ 11,600.00  |
|                                    |                 | WWTF             | Ashburnham    |
|                                    |                 | \$ 13,042,600.73 | \$ 558,569.62 |

| FUTURE PROJECTS - ESTIMATED COSTS ONLY                                                                                                                                                                       |                                           |                 |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------|---------------|
| NPDES Draft Permit to be issued this Fall. EPA looking to mandate a 10mg/L limit on Nitrogen<br>Wastewater Treatment Facility will need to make improvements in order to meet the 417 lbs/day yearly average |                                           |                 |               |
|                                                                                                                                                                                                              | NPDES Permit DRAFT issued by EPA recently |                 |               |
|                                                                                                                                                                                                              | Estimated                                 | WWTF            | Ashburnham    |
| NPDES PERMIT COMPLIANCE (EST)                                                                                                                                                                                | \$ 6,000,000.00                           | \$ 5,604,000.00 | \$ 240,000.00 |
| Sludge Landfill Construction (EST)                                                                                                                                                                           | \$ 2,500,000.00                           | \$ 1,401,000.00 | \$ 100,000.00 |

## **16. Transport and Treatment**

### **16.1 User fees/Transport and Treatment Charges**

Ashburnham will pay the same user fee as any Gardner residential user; including future increases penny for penny.

Gardner will invoice Ashburnham for the Transport & Treatment charges and/or User Fees at the end of each calendar quarter, and payments will be due within forty-five (45) days of each invoice. Each of quarter is defined as March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.

16.2 Gardner may surcharge Ashburnham for discharge of wastewater containing pollutant levels exceeding concentrations found in Normal Strength Wastewater in

proportion to the actual strength to the maximum normal strength based upon BOD or suspended solids.

16.3 Annually, following the documentation of actual flows for the previous calendar year in early February, Gardner shall calculate actual amounts due for the previous year and use the March 31<sup>st</sup> quarterly bill to adjust the prior year's estimated charges to actual.

16.4 In the event Ashburnham's sewer discharge has Hydrogen Sulfide readings above the limit of 12 parts per million, the Town of Ashburnham shall provide notice to the City of Gardner immediately upon discovery of the same, shall correct the situation within twenty-four (24) hours of discovery, and shall provide a report to the City of Gardner showing the cause of such readings.

### **17. Capital Improvement Provision(s)**

17.1 In the event that the Gardner Department of Public Works decides to repair or replace any item used at or in connection with its wastewater treatment facility following the Ashburnham tie-in and the cost of any single replaced or repaired item exceeds \$100,000, or if Gardner is directed or ordered by the EPA, MA DEP, or any other agency or court of the State or Federal government to provide a higher degree of treatment at the facility in the future, or otherwise to modify the process from that used or in place at the time of execution of this Agreement, the total cost of such replacement or additional facilities shall be apportioned between the parties based on allocated capacity. The WWTF Capacity is currently 5,000,000 gallons per day; Ashburnham's allocation is 200,000 gallons per day. Thus 4% of Capital, associated design, and oversight costs will be the responsibility of Ashburnham.

17.2 Ashburnham shall have the right to inspect and audit at Gardner's offices any and all cost records of Gardner relating to the construction, expansion, replacement, modification, operation and maintenance of the plant and facilities as stated in this Article.

### **18. Sewer Use Regulations**

18.1 Ashburnham shall adopt local sewer use regulations which are no less stringent in every particular and, is as broad in scope as, or stricter than the Gardner Sewer Ordinance presently in effect or codified or as may be amended. The Ashburnham regulations shall in any event be consistent with and meet all requirements of the EPA as codified at 40 CFR Part 403 and as the same may from time to time be amended. The regulations will designate Ashburnham's agent to enforce its provisions. In the alternative, Ashburnham may adopt a sewer use bylaw, meeting the same standards set forth herein. For the purposes of this section and related sections the term "regulations" shall also mean by-law, and the same must be operative and in place and approved by Gardner prior to the acceptance of Ashburnham's initial flows.

18.2 Ashburnham's adoption of such valid regulations and its establishment of local limits as set forth in this section (18.5) shall constitute a condition precedent to the existence of this Agreement. Gardner shall have no obligation to accept wastewater from Ashburnham until the regulations are duly enacted and effective.

18.3 Ashburnham shall submit a draft of its proposed regulations to Gardner for review within ninety (90) days of the date of execution of this Agreement. Gardner shall submit its comments and proposed changes to Ashburnham. Ashburnham will adopt its regulations within sixty (60) days of the receipt of Gardner's approval of the regulations.

18.4 Whenever Gardner revises its Sewer Use Ordinance, it will forward a copy of the revisions to Ashburnham. Ashburnham will adopt revisions to its sewer regulations that are at least as stringent in every particular and as broad in scope as those adopted by Gardner. Ashburnham will submit its proposed revisions to Gardner for review within thirty (30) days of its receipt of Gardner's revisions and will adopt its revisions within sixty (60) days of receiving approval from Gardner.

18.5 Ashburnham will adopt pollutant specific local limits which address the same pollutant parameters and are at least as stringent as the local limits enacted by Gardner within one hundred (100) days of the date this Agreement is executed. If Gardner makes any revisions or additions to its local limits, it will forward those revisions to Ashburnham which shall adopt such revisions within thirty (30) days after receipt thereof.

## **19. Enforcement Authority**

19.1 Ashburnham shall in full compliance with all applicable EPA and other laws and regulations perform the technical and administrative duties necessary to implement this Agreement and to implement and enforce an EPA approved industrial pretreatment plan and implement and insure Ashburnham's sewer use regulations. This shall include but is not limited to:

1. Enforcing the terms and conditions of all permits issued pursuant to the Agreement.
2. Issue permits to all industrial users required to obtain a permit pursuant to Ashburnham's pre-treatment ordinance/by-laws.
3. Conduct inspections, sampling and analysis of permitted users
4. Take all enforcement actions against industrial users subject to pretreatment requirements, as set forth in Gardner's approved enforcement response plan and as provided in Ashburnham's sewer use ordinance/bylaw.

Gardner may monitor and review Ashburnham's performance in any manner Gardner deems necessary and appropriate, and Ashburnham will cooperate by providing and sharing all requested information and documents. Ashburnham shall take emergency action to stop, prevent, or lessen any discharge which presents, or may present an imminent or immediate threat or danger to the health, safety, or welfare of human beings



or which reasonably appears, in its discretion, to threaten the environment or which threatens to cause interference, pass through, or sludge contamination.

19.2 Ashburnham shall have primary duty to implement, administer, and enforce Ashburnham's sewer user regulations for users in and/or subject to Ashburnham's jurisdiction. Upon Ashburnham's failure to enforce, Gardner shall take any legally permissible enforcement action which it deems necessary or which is necessary to enforce or compel compliance with EPA pretreatment standards, regulations, and policies Gardner may take any action under Ashburnham's sewer use regulations which Ashburnham could take including but not limited to enforcement by administrative fines, or civil or criminal enforcement in any appropriate court.

19.3 Before an industrial user or any other user subject to pretreatment standards discharges into Ashburnham's sewer system any wastewater which will be discharged into Gardner's system, the user shall obtain a permit from Ashburnham in accordance with the Ashburnham sewer use regulations. Ashburnham shall forward a copy of this pretreatment permit to Gardner's pretreatment coordinator.

19.4 The parties will review and revise this Agreement to ensure compliance with United States Clean Water Act, 42 U.S.C. Section 1251 et seq. and the rules and regulations promulgated thereunder as necessary, but at least once every three (3) years on a date to be determined by the parties.

19.5 Nothing contained herein shall be construed as limiting in any way Ashburnham's authority to enforce its sewer regulations.

## **20. Definitions of Terms**

**"EPA"** shall mean the United States Environmental Protection Agency, or where appropriate the Regional Water Management Division Director or other authorized official of the agency.

**"Gardner" or "City"** shall mean the City of Gardner, acting by and through its Mayor, or where appropriate, the City of Gardner acting by and through its Department of Public Works.

**"Ashburnham" or "Town"** shall mean the Town of Ashburnham acting by and through its Board of Selectmen.

**"Act" or "the Act"** shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act as amended. 33 U.S.C Section 1251, et seq.

**"DEP" or "MA DEP"** shall mean the Massachusetts Department of Environmental Protection

**"Discharge" or "Indirect Discharge"** shall mean the introduction of pollutants into the public owned treatment works from any non-domestic source regulated under the Act.

**"BOD" or "Biochemical Oxygen Demand"** shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade expressed as concentration (e.g. as mg/L).

**“Person”** shall mean every individual, partnership, corporation, Municipal Corporation, water district firm, association, or group of individuals.

**“Ashburnham’s Customer or Consumers”** shall mean those persons in Ashburnham to whom Ashburnham sells or distributes sewage disposal to Gardner under this Agreement.

**“Normal Strength Sewage (Wastewater)”** as expressed or referred to in this Agreement shall be defined as sewage having an average five (5) day biochemical oxygen demand (BOD) of or equal to 300 mg/L and an average total suspended solids concentration of 300 mg/L based upon a twenty-four (24) hour composite sample comprised of at least six (6) discrete samples.

**“NPDES Permit”** (National Pollutant Discharge Elimination System) A Permit issued pursuant to section 402 of the Act, 33 U.S.C. §1342 and M.G.L. c.21, §43.

**“National Pretreatment Standard, Pretreatment Standard, or Standard”** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the Act which applies to Industrial Users, including prohibitive discharge limits established pursuant to 40 C.F.R. §403.5.

**“Pollutant”** Any element or property of residential sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter, in whatever form and whether originating at a point or major non-point source, which is or may be discharged, drained, or otherwise introduced into any sewerage system, treatment works, or waters of the Commonwealth.

**“Pollution”** The presence in the environment of conditions or contaminants in quantities or characteristics which are or may be injurious to human, plant, or animal life or to or to property, or which unreasonably interferes with the comfortable enjoyment of life and property throughout such areas as may be affected thereby.

**“Pretreatment”** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Facility. The reduction or alteration can be obtained by physical, chemical, or biological processes, process changes, or other means, except as prohibited by 40 C.F.R. §403.6(d).

**“Pretreatment Requirements”** Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on a User.

**“User”** as used herein shall mean a source discharge or indirect discharge.

**“Shall”** is mandatory.

**“May”** is permissive

Any word or phrase used in this agreement not otherwise expressly defined herein shall have their common usage meaning.

## **21. Service of Notice**

21.1 All notices or communications permitted or required by this Agreement must be in writing except in emergencies, and shall:

As to Gardner, be delivered or mailed by certified mail, return receipt requested, to the Mayor's Office, 95 Pleasant Street, Gardner, MA 01440, and to the Director of Public Works, 95 Pleasant Street, Room 112, Gardner, MA 01440.

As to Ashburnham, be delivered or mailed by certified mail, return receipt requested, to the Board of Selectmen's Office, c/o Town Administrator, Town Hall 32 Main Street, Ashburnham, MA 01430, and the office of the official designated by Ashburnham pursuant to Section 6.6 of this Agreement.

## **22. Extension of Term**

22.1 The parties during the third (3<sup>th</sup>) year of this Agreement, unless it is sooner terminated, shall meet to negotiate in good faith for an extension or renewal of this Agreement subject to authorizations that may be required by then applicable law. This acknowledgement that the term of the Agreement, including any new terms or conditions, may be extended, does not impose on either party any express or implied obligations with regard to the potential negotiations or Agreement. Neither party has any added or implied obligation to extend or renew the terms of this Agreement (with or without modifications).

## **23. Forum and Choice of Law**

24.1 This Agreement and any performance under it shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts except for those requirements, terms, duties, and conditions regulated by Federal Law. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth which shall have exclusive jurisdiction thereof. Any term or word used herein not otherwise defined shall have the same meaning as the term has in common usage.

## **24. Regulatory Authority**

This Agreement is subject to the lawful rules, regulations, decisions, order or directives of the EPA and of any agency of the State and Federal government with jurisdiction over the parties or subject matter of the Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon Gardner or Ashburnham by the EPA or by the Department of Environmental Protection or any other agency, division, office, or department of the United States or Commonwealth of Massachusetts or by any court of competent jurisdiction and by any other applicable Federal, State, or County agency, shall be construed to become a part of this Agreement unless the Agreement is terminated hereunder. Further, any additional costs placed upon Gardner as a result of any orders of the above referenced court or agencies in connection with the supplying of sewage disposal to Ashburnham by Gardner shall be borne by Ashburnham.

## **25. Severability, Headings, Integration**



If any provision of this Agreement is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision (s). The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement. This Agreement shall supersede all other verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreements and contains to the full and complete and integrated agreement of the parties on the subject matters referred to herein. Any doubt as to meaning, any interpretation issue or any question as to intent of the parties shall be resolved to make this Agreement and the obligations of the parties under it, conforms to the letter purpose and intent of the EPA pre-treatment standards and the Act.

## **26. Conditions Precedent**

Without limiting the generality of the foregoing nor limited by the foregoing, Gardner hereby at its option makes the following conditions precedent to any obligation on the part of Gardner:

- A. Federal EPA approval
- B. State DEP approval
- C. Approval by the Mayor
- D. Approval by the City Council
- E. Any and all Ashburnham votes and authorizations deemed necessary by Gardner or otherwise specified or required hereunder

F.

Gardner shall in any event have no obligation to accept wastewater from Ashburnham until: (1) Ashburnham enacts and has in place the authority, by-laws, or regulations necessary to implement the provisions of the agreement and pre-treatment requirements; and (2) until the EPA and DEP approve the Agreement as a substantial modification of the pre-treatment program.

IN WITNESS WHEREOF, on the date first mentioned, the officials of the City of Gardner and the Town of Ashburnham hereto execute this Agreement, in quadruplicate copies. When executed, the Agreement shall be recorded in the office of the Clerk of each municipality.

CITY OF GARDNER

(Seal of The City of Gardner)

By \_\_\_\_\_  
Mayor

Approved as to form

By \_\_\_\_\_

City Solicitor

(Seal of The Town of Ashburnham)

TOWN OF ASHBURNHAM

By *R. Adridge Meissner*  
*Bill Johnson*  
*Leo J. Hanssens*  
 Its Board of Selectmen

Approved as to availability of funds

By *Julie Costello*  
 Town Accountant

Approved as to form

By \_\_\_\_\_  
 Town Counsel

TOWN OF ASHBURNHAM

File: dao\edus

Date: 04/06/94

## Estimated Number of Equivalent Dwelling Units (EDUs) for Sewers in Center and South Ashburnham

A. Residential/Commercial

|                              |                                                 |          |            |
|------------------------------|-------------------------------------------------|----------|------------|
| Table 7—1946 Facilities Plan | 1,500 people/ 3 people/dwelling                 | -        | 500 EDUs   |
| Design Plans                 | Count of houses shown on plans                  | -        | 441 EDUs   |
|                              | Count of vacant lots shown on plans (estimated) |          | 100 EDUs   |
|                              |                                                 | Subtotal | 541 EDUs   |
| Therefore use:               | 540 EDUs                                        |          |            |
| Flows:                       |                                                 |          |            |
|                              | Initial: 441 Buildings @ 200gpd                 |          | 88200 gpd  |
|                              | Future: Vacant lots                             |          | 20000 gpd  |
|                              |                                                 | Subtotal | 108200 gpd |

B. Schools



|                                     |     |                       |                         |
|-------------------------------------|-----|-----------------------|-------------------------|
| Cushing Academy                     | Say | 28000 gpd/200 gal/EDU | 140 EDUs                |
| Briggs and Oakmont                  | Say | 30000 gpd/200 gal/EDU | 150 EDUs                |
| Subtotal                            |     |                       | 290 EDUs                |
| <b><u>C. Total</u></b>              |     |                       |                         |
| Initial Total EDU's                 |     |                       | 731 EDU's               |
| Initial flow:                       |     |                       | 146200 gpd              |
| Total future EDU's:                 |     |                       | 831 EDU's               |
| Future Flow:                        |     |                       | 831 @200 gal 166200 gpd |
| Cushing share:                      |     |                       | 28000/ 166200 16.85%    |
| Reg. School Share:                  |     |                       | 30000/ 166200 18.05%    |
| For Intermunicipal Discussions use: |     |                       | 200000 gpd              |

Appendix A

## FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT

This FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT, dated February \_\_, 2022 (the "First Amendment") is made as of this \_\_\_\_ day of \_\_\_\_, 2023, by and between the City of Gardner, Massachusetts ("City") and the Town of Ashburnham, Massachusetts (Town").

### WITNESSETH:

A. Since 1995, the City has been selling and the Town has been purchasing sewage disposal capacity from the City at the City's wastewater treatment facility on terms and conditions set forth in an Intermunicipal Agreement dated June 22, 1995.

B. In February of 2022, the City and the Town entered into a new Intermunicipal Agreement for the same purpose on terms and conditions similar to the 1995 agreement.

C. During the negotiations for the 2022 Intermunicipal Agreement, it came to the attention of the City and the Town that the Town has not been paying the City for certain capital costs incurred by the City for which the Town is responsible under the terms and conditions of both the 1995 and the 2022 Intermunicipal Agreements.

NOW, THEREFORE, for good and valuable consideration, including the provisions hereof, the receipt and sufficiency of which are hereby acknowledged, the City and the Town hereby agree as follows:

1. The Town owes the City of Gardner the sum of Five Hundred Fifty-Eight Thousand, Five Hundred Sixty-Nine Dollars and Sixty-Two Cents (\$558,569.62) for the Town's proportional share of certain upgrades the City made to the wastewater treatment system ("Proportional Share").

2. The Town shall pay the City this Proportional Share annually according to the schedule and in the amounts set forth below:

| Period For    | Payment Amount | Remaining Balance |
|---------------|----------------|-------------------|
|               |                |                   |
| June 30, 2022 | \$ (80,000.00) | \$ 478,569.62     |
| June 30, 2023 | \$ (80,000.00) | \$ 398,569.62     |
| June 30, 2024 | \$ (80,000.00) | \$ 318,569.62     |
| June 30, 2025 | \$ (80,000.00) | \$ 238,569.62     |
| June 30, 2026 | \$ (80,000.00) | \$ 158,569.62     |
| June 30, 2027 | \$ (80,000.00) | \$ 78,569.62      |
| June 30, 2028 | \$ (78,569.62) | \$ 0              |

3. Following the first payment, all remaining payments shall be made annually on or before June 30 in each and every Fiscal Year for six (6) years, commencing in Fiscal Year 2023, and continuing until the final payment is made on or before June 30, 2028.

4. Nothing herein shall prevent the Town of Ashburnham from prepaying any sum due or the entire balance due at any time.

5. Nothing herein shall apply to any future improvements to the City's wastewater treatment system for which the Town of Ashburnham may owe a proportional share.

6. The provisions of this First Amendment shall survive the termination of the Agreement.

IN WITNESS WHEREOF, on the date first mentioned, the officials of the City of Gardner and the Town of Ashburnham hereto execute this Agreement, in quadruplicate copies. When executed, the Agreement shall be recorded in the office of the Clerk of each municipality.

CITY OF GARDNER

(Seal of The City of Gardner)

By \_\_\_\_\_  
Mayor

Approved as to form

By \_\_\_\_\_  
City Solicitor

TOWN OF ASHBURNHAM

(Seal of The Town of Ashburnham)

By P. Eldridge Morrison

Bill Johnson

Reg Hansen  
Its Board of Selectmen

Approved as to availability of funds

By Julie Costello  
Town Accountant

RECEIVED  
MAR 15 AM 9:18  
CITY CLERK'S OFFICE  
GARDNER, MA

March 13, 2023

# Commonwealth of Massachusetts

Worcester County

City of Gardner

## CERTIFICATE OF APPOINTMENT

I appoint Bryant Powlowski, to the position of Police Officer, of the Gardner Police Department and I certify that in my opinion he is a person specially fitted by education, training, or experience to perform the duties of said office and that I make the appointment solely in the interests of the City.

 Mayor  
Michael J. Nicholson

Confirmed by City Council: \_\_\_\_\_

\_\_\_\_\_  
Titi Siriphan  
City Clerk

Expires: Permanent

Worcester, ss., \_\_\_\_\_ 2023

Then personally appeared the above named Bryant Powlowski and made oath that he would bear true faith and allegiance to the United States of America and the Commonwealth of Massachusetts and would support the Constitution and laws thereof.

Before me,

\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

RECEIVED

MAR 16 AM 9:10

CITY CLERK'S OFFICE  
GARDNER, MA

March 24, 2023

## Commonwealth of Massachusetts

Worcester County

City of Gardner

## CERTIFICATE OF APPOINTMENT

I appoint Angel Estrada, to the position of Police Officer, of the Gardner Police Department  
and I certify that in my opinion he is a person specially fitted by education, training, or experience  
to perform the duties of said office and that I make the appointment solely in the interests of the City.

 Mayor  
Michael J. Nicholson

Confirmed by City Council: \_\_\_\_\_

\_\_\_\_\_  
Titi Siriphan  
City Clerk

Expires: Permanent

Worcester, ss., \_\_\_\_\_ 2023

Then personally appeared the above named Angel Estrada and made oath that he would bear  
true faith and allegiance to the United States of America and the Commonwealth of Massachusetts and  
would support the Constitution and laws thereof.

Before me,

\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_



# 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:

| <u>Name of Street</u> | <u>Direction of Travel</u> | <u>Location</u>                    |
|-----------------------|----------------------------|------------------------------------|
| Regan Street          | Northerly                  | From Baker Street to Parker Street |

Very truly yours,

Eric P. McAvene  
Chief of Police

RECEIVED  
CITY CLERK'S OFFICE  
GARDNER, MA  
2022 DEC -1 PM 12:12

**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:

| <b><u>Name of Street</u></b> | <b><u>Direction of Travel</u></b> | <b><u>Location</u></b>             |
|------------------------------|-----------------------------------|------------------------------------|
| Reagan Street                | Northerly                         | From Baker Street to Parker Street |

**SECTION 2:** This ordinance shall take effect upon passage and publication as required by law



**Town of** Gardner **WR #** 24639352  
(circle one)

Install 4 JO Poles on Cross St  
(quantity) (circle one) (street name)

Remove \_\_\_\_\_ SO  
(quantity) (circle one) JO Poles on \_\_\_\_\_  
(street name)

Relocate                      SO  
(quantity) (circle one) JO Poles on                       
(street name)

Beginning at a point approximately 15 feet North of the centerline  
(distance) (compass heading)  
of the intersection of Lawrence St and Cross St  
(street name)

and continuing approximately 800' feet in a West direction.  
(distance) (compass heading)

Street(s)

**Description of Work** Install 4 new poles on Cross St

**ENGINEER** Rob Proude








**DATE** 11/02/2022

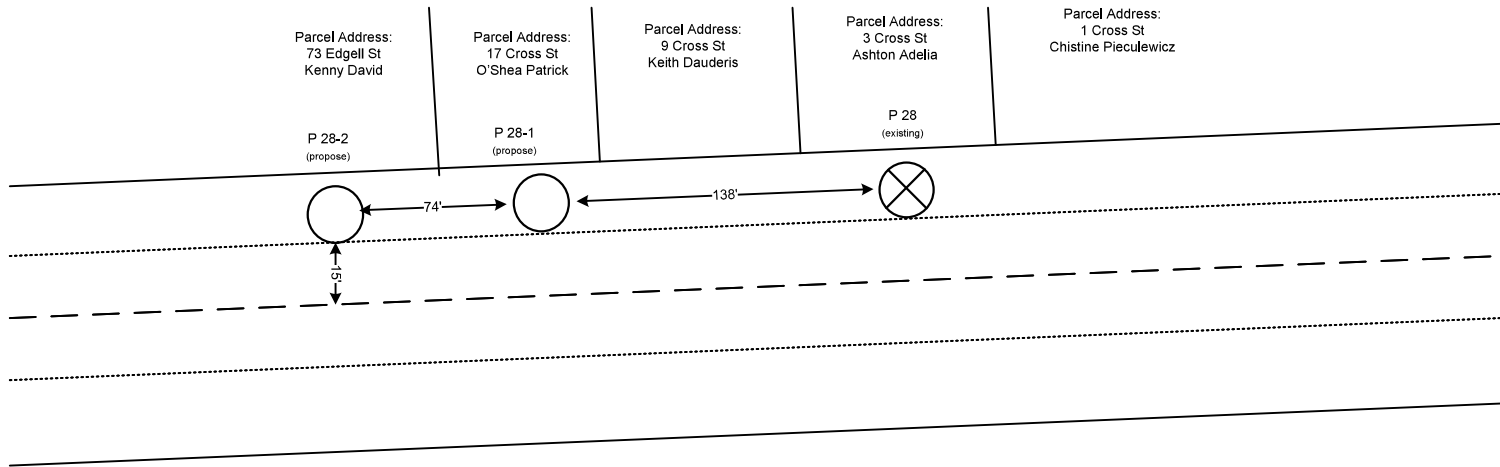




PETITION SKETCH  
TOWN OF GARDNER  
WORCESTER COUNTY

Legend

-  Proposed JO Pole
-  Existing JO Pole
-  Center Line
-  Property Line
-  Road
-  Proposed Hand Hole
-  Proposed UG Conduit



The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



Designer: Rob Proude  
ControlPoint Technologies, Inc.  
200 Ledgewood Place, Rockland, MA 02370  
781-423-3082

**nationalgrid**

Petition Sketch for Poles 28-1, & 28-2  
Cross St  
Gardner, MA  
WR#24639352

SHEET  
1 OF 1

Not To Scale  
Distances are  
Approximate

Drawn By:  
RMP








Sketch #  
1 of 2

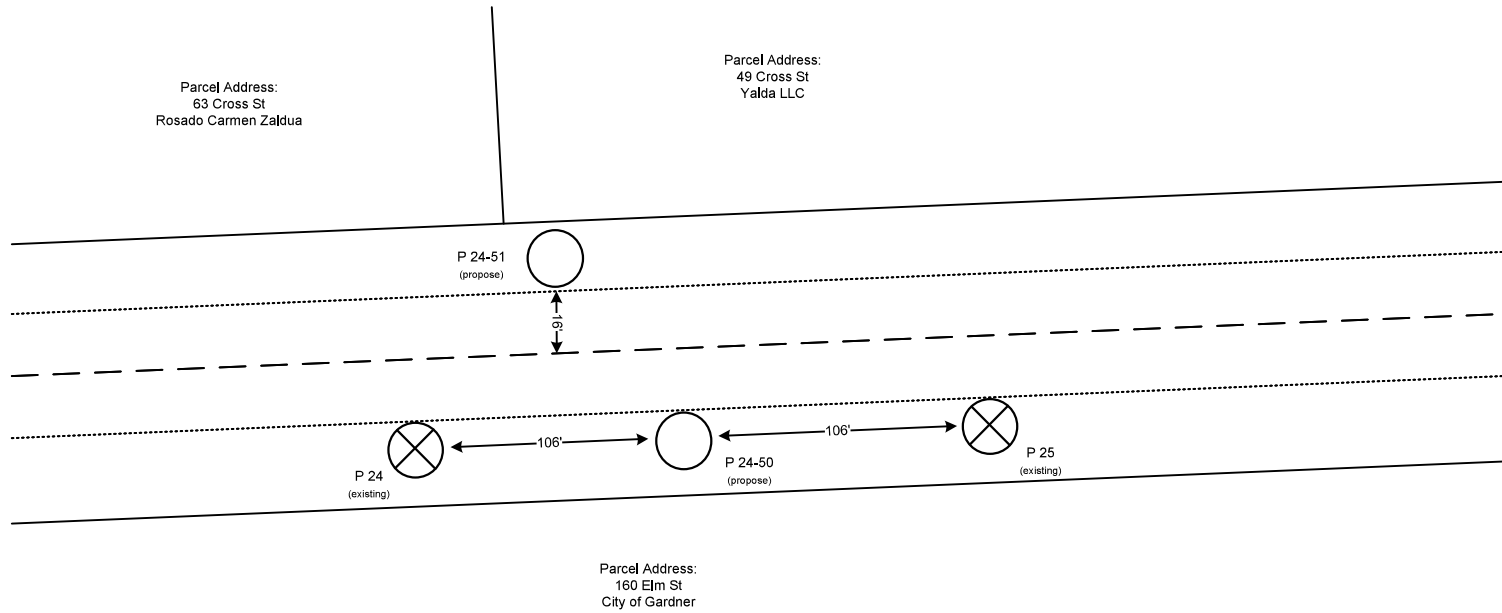
DATE  
9/24/2018



PETITION SKETCH  
TOWN OF GARDNER  
WORCESTER COUNTY

Legend

-  Proposed JO Pole
-  Existing JO Pole
-  Center Line
-  Property Line
-  Road
-  Proposed Hand Hole
-  Proposed UG Conduit



The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



Designer: Rob Proude  
ControlPoint Technologies, Inc.  
200 Ledgewood Place, Rockland, MA 02370  
781-423-3082

**nationalgrid**

Petition Sketch for Poles 24-50, 24-51  
Cross St  
Gardner, MA  
WR#24639352

SHEET  
1 OF 1

Not To Scale  
Distances are  
Approximate

Drawn By:  
RMP

Sketch #  
2 of 2

DATE  
9/24/2018



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> | <u>Comment</u>                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10907                 | To install 2-3" conduits from existing pole #6 on Edgell Street to a new handhole located on private property at #69 Edgell Street. <b><i>No comment</i></b>                                                                                                                                                                                                  |
| 10908                 | To relocate existing pole #8 on Edgell Street, 45' east of its current location. <b><i>No comment</i></b>                                                                                                                                                                                                                                                     |
| 10909                 | To install 4 new poles on Cross Street. <b><i>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.</i></b> |



**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

By: TITI SIRIPHAN  
City Clerk

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 Company d/b/a

NATIONAL GRID *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  
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

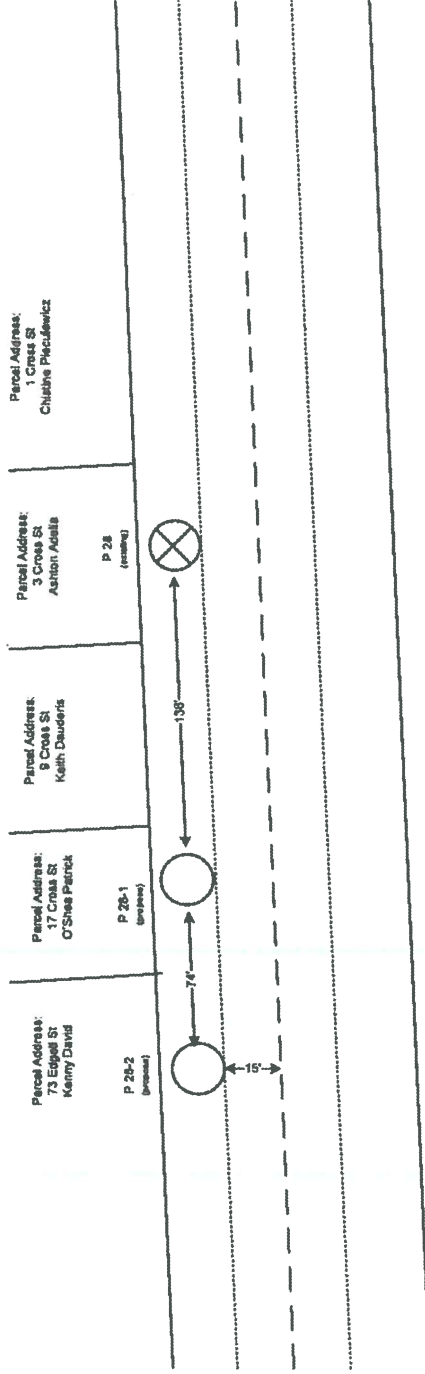
I hereby certify that the foregoing is a true copy of the location order and certificate of  
hearing with notice adopted by the \_\_\_\_\_ of the City of  
Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and recorded with the  
records of location orders of the said City, Book \_\_\_\_\_, 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

PETITION SKETCH  
TOWN OF GARDNER  
WORCESTER COUNTY

Legend

|  |                     |
|--|---------------------|
|  | Proposed JO Pole    |
|  | Existing JO Pole    |
|  | Center Line         |
|  | Property Line       |
|  | Road                |
|  | Proposed Hand Hole  |
|  | Proposed UO Conduit |



nationalgrid

**ControlPoint**  
TECHNOLOGIES  
Designer: Rob Proude  
ControlPoint Technologies, Inc.  
200 Ledgewood Place, Rockland, MA 02370  
781-423-3082

Petition Sketch for Poles 28-1, & 28-2  
Cross St  
Gardner, MA  
WR#24639352

Not To Scale  
Distances are  
Approximate

Drawn By  
RMP

Sketch #  
1 of 2

DATE  
9/24/2018

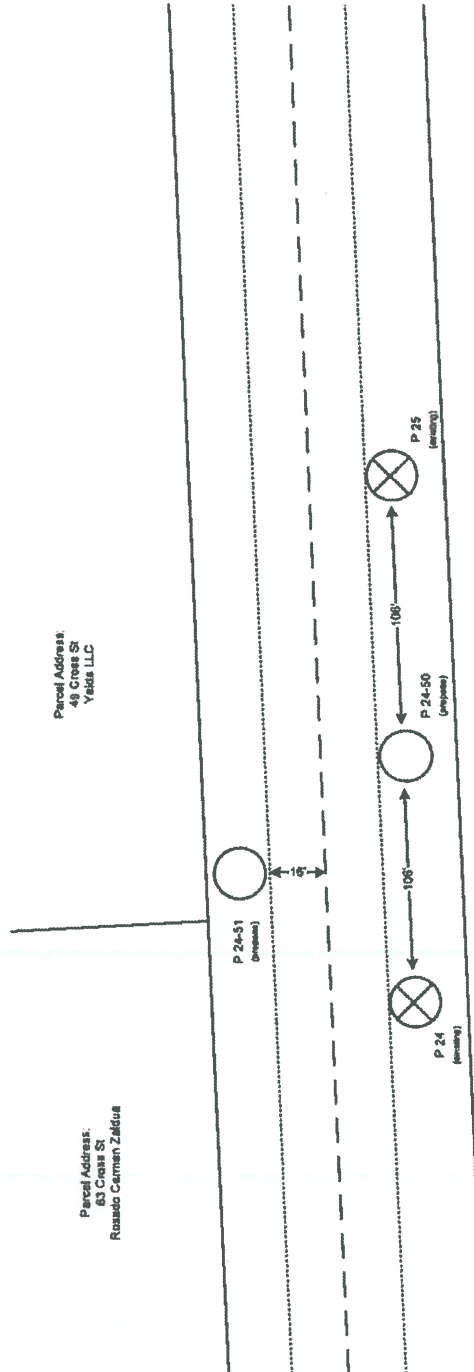
The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



PETITION SKETCH  
TOWN OF GARDNER  
WORCESTER COUNTY

Legend

|  |                     |
|--|---------------------|
|  | Proposed JO Pole    |
|  | Existing JO Pole    |
|  | Center Line         |
|  | Property Line       |
|  | Road                |
|  | Proposed Hand Hole  |
|  | Proposed UG Conduit |



|                                              |                  |                                        |                   |                 |
|----------------------------------------------|------------------|----------------------------------------|-------------------|-----------------|
| nationalgrid                                 |                  | Petition Sketch for Poles 24-50, 24-51 |                   | SHEET<br>1 OF 1 |
|                                              |                  | Cross St<br>Gardner, MA<br>WR#24639352 |                   |                 |
| Not To Scale<br>Distances are<br>Approximate | Drawn By:<br>RUP | Sketch #<br>2 of 2                     | DATE<br>9/24/2018 |                 |

**ControlPoint**  
TECHNOLOGIES

Designer: Rob Proude  
ControlPoint Technologies, Inc.  
200 Ledgebrook Place, Rockland, MA 02370  
781-423-3082

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

Written Testimony by  
Mayor Michael Nicholson Item #10891



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

March 30, 2023

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

Mr. Mark Schafron, Chair  
And Planning Board Members  
Gardner City Hall, Manca Annex, Rm 201  
115 Pleasant St  
Gardner, MA 01440

RE: Written Testimony: Item #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.

Dear Madam President, Councilors, Mr. Chairman, and Planning Board Members,

I am writing in support of the proposal listed as Item #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.

Over the last three (3) years, Gardner has seen unprecedented economic growth, and we as a City should be doing everything we can to tap into this new attention that the City has been receiving to build our economic base, relieve some of the burden we place on our residential tax payers, provide for increased job creation, and create measures that improve the overall public safety of highly trafficked areas.

This proposal, submitted by my Administration, takes all of those factors into effect in order to act in the best interest of the City.

Gardner is a very "land poor" community. While we have seen growth, we struggle to attract larger companies and corporations to the City, because we simply do not have the land to put them. It is the goal of the Administration, in the event that the aforementioned zoning ordinance is approved, to place the land out for a competitive request for proposal ("RFP") process to try and attract a new commercial base for the City.

This area was chosen due to the high number of traffic incidents causing a large public safety concern. Issues of speed and road design in the area simply do not make the area conducive to increased residential housing. With the current zoning as Rural Residential 3, the potential for new houses in the area would not only place a large burden on City services but would also severely increase public safety concerns by adding additional traffic to the area in a way that is not as easily controlled and regulated by the City as a commercial location can be through site plan approval.



It has been no secret that over the last three (3) years, my administration has made a concerted effort to get properties back on the tax rolls. This proposal helps mitigate severe public safety concerns regarding traffic in the area, while also upholding our fiduciary responsibility we have to our residents by getting these underutilized properties back on the tax rolls to help boost our economic base.

### **SECTION BREAKDOWN:**

| <b>Section</b>         | <b>Title</b>                                        | <b>Page</b> |
|------------------------|-----------------------------------------------------|-------------|
| <b>A</b>               | Feedback from Planning Board Meeting                | 2           |
| <b>B</b>               | Public Safety Concerns                              | 2           |
| <b>C</b>               | Housing Production Concerns                         | 5           |
| <b>D</b>               | Lease/Sale Method for Property                      | 5           |
| <b>E</b>               | Recent Sale of City Properties and Economic Benefit | 7           |
| <b>F</b>               | Current Economic Interest in Gardner                | 8           |
| <b>G</b>               | Watershed Concerns                                  | 8           |
| <b>H</b>               | Open Space and Recreation                           | 11          |
| <b>I</b>               | City 2015 Open Space and Recreation Plan            | 13          |
| <b>Exhibit Listing</b> |                                                     | 14          |

### **PART A: FEEDBACK FROM PLANNING BOARD MEETING**

At the Planning Board Meetings of March 22, 2023 and March 29, 2023, the question was raised about the existence of Watershed Land within the proposal.

Put simply, these parcels were originally included, because the §632-3 of the Code of the City of Gardner already provides protection to watershed land, by prohibiting the City from selling land designated as Watershed. (See Attachment A)

However, I understand this concern and would absolutely be amenable to the proposal being reduced to only parcels M47-22-4 and M47-24-1, as these two parcels are completely outside of the watershed land in the area. (See Attachment B) (See Attachment C)

This would require that the following parcels be removed from the proposed ordinance amendment: 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. (See Attachment D).

This reduces the total number of acres included by 285.5, from 462.5 acres to 177.

### **PART B: PUBLIC SAFETY CONCERNS**

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. While this study primarily focused on the section of Route 140 between Green Street and Pearl Street, the Commission and the Administration as a whole found many similarities between this section of 140 and the section proposed in the ordinance amendment.

#### ***MRPC 140 Study:***

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. (See Attachment E) This study also stated that at that rate of growth in this area there would be a strain on the existing water infrastructure that exists in the area. (See Attachment E)

The study then broke this down further, stating that with the Rural Residential 2 Zoning Designation requiring a minimum of 150 feet of frontage and 60,000 square feet minimum lot size, 792 homes could be constructed in that area, leading to 1,862 new residents and 319 new students based on data from the 2000 Census. Utilizing data from the water and sewer departments, they estimate that this amount of residential development would require the use of 368,494 gallons of water per day. Whereas there are currently no water or sewer utilities in this area (See Attachments F and G) these units would likely have to be on well and septic systems, which would not be sustainable to the area environmentally, nor would the current staffing in the City’s Health Department be adequate for the required inspections of such systems.

Furthermore, should this build out occur, there would be a substantial amount of increased traffic in the area which the area would not be able to support with the current safety lay out and infrastructure.

#### ***Relation between MRPC 140 Study and the Area of Route 140 from Green St to Winchendon:***

Like the area of Route 140 that was studied in the MRPC Build Out Analysis Report, this area of 140 has large public safety and city service strain concerns as well.

This section of Route 140 is also zoned as Rural Residential 2. As such, the requirements there are a minimum of 150 feet of frontage and a minimum lot size of 60,000 square feet. With a total area of 177 acres of land proposed in this amendment, which is the equivalent of 7,710,120 square feet or 129 building lots.

While some areas of the location may be wet or unbuildable, unbuildable and wetland portions of a lot can still be considered when obtaining the minimum lot size and only restrict where the structures on that property can go.

According to the 2020 Census, the average number of people per household in the Commonwealth is 2.5 to 4. Utilizing this data to extrapolate what this would mean for the City, this could bring in between 323 and 516 new residents. Utilizing our 2020 Census data that our

school aged population currently makes up 17.3% of our total population, this could mean an additional 56 to 90 students enrolled in our schools.

Additionally, Article VII of Chapter 675 of the City Code does not allow for properties in the City to have shared driveways. (See Attachment H) As we have seen with developments in similar areas in the City, build out would likely result in new cul-du-sacs being constructed, adding new roads. At a required 150 feet frontage requirement under the Rural Residential 2 Zoning, and area enough for 129 lots, this would likely require the creation of 19,350 feet of road, or an additional 4 miles. The City currently pays approximately \$1.2 million per mile in pavement to maintain roads and \$100 per round of snow and ice treatment per mile, the number of rounds for which is dependent on the type of storm that the City is experiencing.

Furthermore, like the area reviewed in the MRPC Buildout Analysis Study of Route 140, this area also does not have public utilities. The Department of Public Works currently estimates that it costs between \$300 and \$500 to install one foot of utility pipe in the ground. With the distance between where each utility ends to this location, it would require an approximate investment of \$5 million to \$7 million per utility to get the infrastructure out to this location, let alone additional infrastructure that would have to run to the potential homes that could be constructed under the current zoning.

If the change to Commercial 2 Zoning were to occur, the developer would bear the full cost of all of this, while still having only one or two meters in the area and a significantly lesser drain on the amount of water used each day rather than a few hundred new residents living there full time.

***Traffic Safety Concerns Route 140 from Green Street to Winchendon:***

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 regarding safety improvements with the Massachusetts Department of Transportation (“MassDOT”), adding additional driveways for residences in the area would only exacerbate the problem.

According to data from the Gardner Fire Department, over the last ten (10) years, there have been 191 motor vehicle accidents in the Route 140 corridor, of which, 125 resulted in injuries to the drivers and passengers involved. (See Attachment I)

Route 140 is simply not constructed as a location for residential development.

Adding additional residential units to the area, and thus increasing traffic out of driveways and common streets onto a four-lane divided highway is just not in the best interest of public safety. Our public safety departments spend enough time dealing with accidents on this road already without adding additional permanent traffic to the location.

While commercial development will also likely increase traffic, this can be much more regulated by the City to add new safety improvements to their traffic plans through the site plan approval for commercial development required by Chapter 675 of the City Code. In the past this process

has required things such as turning lanes, traffic lights, lighting fixtures, parking lot layout, ingress and egress locations, and more- all of which can be done with commercial development and not with residential development.

### **PART C: HOUSING PRODUCTION CONCERNS**

At previous meetings of the City Council, concerns were raised regarding this proposal restricting residential development.

While, it is true that this proposal would remove the ability for new single family homes to be constructed in the area, it is also true that Gardner needs more housing units. The City also needs to develop in a smart way that meets the City's need for growth while also taking public safety concerns into account and providing for enough economic opportunity for the residents who live here and are moving here.

In Gardner there are currently 520 housing units in construction or under renovation after being vacant for more than eighteen (18) months. (See Attachment J) This is also a very conservative number as some of these projects are still in the early proposal stage due to recent ongoing RFP processes. Once those are completed, this number will increase between 65 units at a minimum to upwards of 87 units.

None of the units numbered above include the temporary housing that the Commonwealth is looking at utilizing in Gardner for a six (6) month period to house migrant refugees from the Bolivarian Republic of Venezuela and Ukraine, as this is being done through private agreements with the Commonwealth and only for a temporary basis of under a year.

We are doing everything we can in the City to promote housing growth and production and play our part in the current housing crisis that the Commonwealth is seeing.

However, the location where this zoning amendment is proposed is simply not the smart growth location for this to take place, due to the safety concerns listed above.

The Administration has also begun talks with the Healey – Driscoll Administration regarding state owned properties being utilized for later housing production, however these discussions are still very early on in the process.

### **PART D: LEASE/SALE METHOD FOR PROPERTY**

It is the goal of the Administration to place the property listed in this proposal out for a competitive sale to help grow the City's economic base.

As has been stated several times before, the process for the City to sell or lease any land owned it owns is severely regulated by Chapter 30B of the General Laws and monitored by the Office of the Inspector General.

The process would be as follows:

1. The Administration would have to obtain a recent survey of the location to determine its accurate meets and bounds and then get a current appraisal on the property.
  - a. The Administration has begun the process of obtaining a survey for the City owned locations so we can have those for our record regardless of what the outcome of this vote is.
  - b. The Administration has not begun the process of obtaining an appraisal of the property.
2. The Administration would then send a proposal to the City Council requesting that the City Council vote to declare the land surplus for disposition for a minimum price amount.
  - a. Per the requirements of the General Laws, the minimum asking price set by vote of the City Council must be at the appraised value unless the Administration can provide documented reasons, approved by the Office of the Inspector General, why it is in the best public interest for the City to sell or lease the property for under what it is appraised at.
  - b. It is the goal of the Administration to list the property for its appraised value.
3. If approved for disposition by the City Council, the Administration would then issue a competitive Request for Proposal solicitation, requesting parties to submit their bids for sale as well as a description of what their intended use of the property would be.
  - a. The General Laws require that this solicitation be posted in the Central Register and twice in a newspaper of general circulation.
  - b. The Administration would also utilize the services of our on-call real estate broker to help market the property.
  - c. The General Laws require that this solicitation be public for a minimum of thirty (30) days.
4. After the deadline to receive the proposals has passed, there is a public listing of everyone who has submitted proposals in response to the solicitation. The documentation that is submitted is not yet opened until after the review is completed, but a public listing of all submitters is then made available for public review.
  - a. Note that Chapter 30B of the General Laws require that the proposed use of the location (known as the Technical Proposal) and the monetary offer that is submitted (known as the Price Proposal) must be in separately sealed envelopes and the price proposals cannot be opened until after the technical proposals are all evaluated.
5. A committee of three (3) to five (5) individuals is then selected who will conduct the preliminary review of the proposals that have been submitted.
  - a. These individuals then review the technical proposals that have been submitted and score the responses based on a rubric to determine which proposal has the highest and best use of the land and is in the best interest of the City.
  - b. The committee members then submit all of their review materials to the Mayor's Office for final review.



6. After the initial review is done, my Office will conduct a final review of the materials submitted and the documentation of the initial review.
7. After this final review of the technical proposals is completed, the price proposals are opened by my Office and the City Purchasing Director.
  - a. The proposals are then weighed fully based on their score in the technical review process and the offers submitted along with them.
8. An award is then made by the Administration to the proposal that received the highest technical score alongside the highest price proposal.
  - a. At this point, all documentation associated with the process becomes subject to public records review.
9. If the award is a lease, it would then require City Council approval on the lease agreement. If the award is a sale, it would then go to the City's Law Department to conduct a closing.

As a result of all of the reasons listed above, it would be completely incorrect and inaccurate to say that this proposal relates to a specific project and organization as that cannot legally be done. This is a highly regulated process that is spelled out step by step by law.

#### **PART E: RECENT SALE OF CITY PROPERTIES AND ECONOMIC BENEFIT**

Over the last three (3) years, the City has sold more properties that are either unutilized by the City or have been taken through the tax title process in this period of time than it has since 1983.

Table E-1 shows the increased amount of tax collection the City is now receiving without any work being done on those properties yet.

**TABLE E-1: City Land Sales since 2020**

| <b>Location</b>                     | <b>Assessment</b> | <b>Annual Tax Collection</b> |
|-------------------------------------|-------------------|------------------------------|
| 53 School St                        | \$ 223,700.00     | \$ 3,608.28                  |
| 73 Stuart St                        | \$ 72,400.00      | \$ 1,167.81                  |
| 177 West St                         | \$ 49,700.00      | \$ 801.66                    |
| 14 Leamy St                         | \$ 58,400.00      | \$ 941.99                    |
| 73 East Broadway                    | \$ 1,895,700.00   | \$ 30,577.64                 |
| Nichols St                          | \$ 92,100.00      | \$ 1,485.57                  |
| Catherine St                        | \$ 62,000.00      | \$ 1,000.06                  |
| 20 Rock St                          | \$ 56,600.00      | \$ 912.96                    |
| Chelsea St                          | \$ 57,300.00      | \$ 924.25                    |
| <b>TOTAL INCREASED TAX REVENUE:</b> |                   | <b>\$ 41,420.23</b>          |

Both parcels in this proposed Zoning Amendment are currently owned by the City. At a current tax rate of \$16.13 per thousand dollars of valuation, the following would be added to the City's tax base without anything happening on the site:

**TABLE E-2: Proposed Land Tax Assessments**

| <b>Parcel</b>                                | <b>Assessment</b> | <b>Annual Tax Collection</b> |
|----------------------------------------------|-------------------|------------------------------|
| <b>M47-22-4</b>                              | \$ 424,000.00     | \$ 6,839.12                  |
| <b>M47-24-1</b>                              | \$ 334,100.00     | \$ 5,389.03                  |
| <b>TOTAL POTENTIAL TAX REVENUE INCREASE:</b> |                   | <b>\$ 12,228.15</b>          |

**PART F: CURRENT ECONOMIC INTEREST IN GARDNER**

Gardner has seen unprecedented economic growth and development over the last three (3) years. In 2022 alone, 33 businesses opened their doors in Gardner and \$420 million of real estate sales was undertaken.

Since January 1, 2023, six (6) businesses have opened their doors and a substantial amount of additional development, particularly in the Downtown, is going to be taking place this summer with large commercial buildings that were recently constructed.

While the main impetus for this zoning change was due to significant traffic safety concerns in the area, Commercial 2 designation was selected as a proposed zoning designation, because of the interest the City has seen from larger corporations that require a minimum lot size that we no longer furnish unless we start to get creative in our development processes.

Since I have been in office, there have been twelve (12) different developers who have asked for land of a minimum of 100 acres – including hotels, restaurant plazas, shopping centers, youth entertainment facilities, sports betting facilities, and others, who the City has had to turn away because we don't have the land. This means turning away economic opportunities, an increased tax base, and job creation from Gardner.

The Administration is looking to capitalize on this new attention Gardner is receiving and find ways to meet all of these goals for the City in a way that allows the City to also mitigate concerns that we have in this location, creating a situation that is truly and fully in the best interest of the City, our departments, and our residents.

**PART G: WATERSHED CONCERNS**

Working with the City Engineer's Office, whose purview it is to determine the locations of watershed in the City, we have determined that Parcels M47-22-4 and M47-24-1 are not located within the watershed.

***Definition of Watershed:***

Chapter 632 of the City Code defines watershed land as:

*Those areas of land that lie adjacent to the City water supply sources, including but not limited to Crystal Lake, Perley Brook Reservoir and Marm John's Pond, as*

*located and bounded as shown on map of the City of Gardner watershed as updated and on file in the office of the City Engineer. Said map and explanatory matter thereon are hereby made part of this chapter. (See Attachment A)*

The City Engineer has interpreted this to follow the same definitions provided in the Code of Massachusetts Regulations under 310 CMR 22.00 as Zones A, B, and C.

Zone A is defined as

- A. land area between the surface water source and the upper boundary of the bank;*
- B. the land area within a 400 foot lateral distance from the upper boundary of the bank of a Class A surface water source, as defined in 314 CMR 4.05(3)(a); and*
- C. the land area within a 200 foot lateral distance from the upper boundary of the bank of a tributary or associated surface water body.*

Zone B is defined as:

*land area within one-half mile of the upper boundary of the bank of a Class A surface water source, as defined in 314 CMR 4.05(3)(a), or edge of watershed, whichever is less. Zone B always includes the land area within a 400 ft lateral distance from the upper boundary of the bank of a Class A surface water source.*

Zone C is defined as:

*land area not designated as Zone A or B within the watershed of a Class A surface water source, as defined in 314 CMR 4.05(3)(a).*

In Attachment B, the City Engineer has provided a Map of the area showing these three zones to include the full extent of the City's watershed as they relate to this proposal. (See Attachment K)

As can be seen from this Map, M47-22-4 and M47-24-1 fall completely outside the City's watershed area, as defined by the City Code and the Code of Massachusetts Regulations.

#### ***City Engineer Map Designations:***

Section 632-2 of the City Code ties the definition of watershed lands to the maps on file in the Office of the City Engineer. In conducting research into these maps, it is the determination of the Administration that the aforementioned parcels are not considered watershed land.

The City Engineer was able to find a map from 1945 that shows all watershed areas located within the City. This map shows that the area of parcels M47-22-4 and M47-24-1 not to be included in any watershed locations, even before Route 140 was constructed. (See Attachment L)

This is further seen on the City Engineers Map from 1954 that also shows all watershed lands within the City as well as City owned land abutting watershed lands. This map specifically states

that parcels M47-22-4 and M47-24-1 are “Not Watershed Lands” directly on the map itself. (See Attachment M)

This was further articulated in the 1958 map that shows this specific area of the City. Directly written on this map is the language “Not Watershed” on both parcels M47-22-4 and M47-24-1. (See Attachment N).

As such, all watershed maps held by the Office of The City Engineer, match the definitions listed in Chapter 632 of the City’s Zoning Code and 310CMR 22.00, showing that parcels M47-22-4 and M47-24-1 are **NOT** considered watershed lands.

### ***Protection of Land that IS designated as Watershed Land***

While Parcels M47-22-4 and M47-24-1 are not included in the City’s watershed, other parcels in the original proposal are.

Section 3 of Chapter 632 of the City Code does provide further protection of these parcels by placing a legal prohibition on the City being able to sell watershed land. (See Attachment A)

### ***Zoning - Surface Water Protection Overlay District***

In 2011, the City created a Surface Water Protection Zoning Overlay District, now codified in Section 550 of Chapter 675 of the City Code. This Overlay District regulates and restricts what can and cannot be done in areas designated by the overlay. However, a Zoning Ordinance **does not** create watershed land, as both the City Code and the Code of Massachusetts Regulations define watershed lands through a scientific definition based on the topography of an area.

The definition of the Surface Water Protection Overlay District does, for the most part, mimic the definitions of watershed land, except for the fact that it changes Zone C, to Zone C+. However, this still does not change the fact that the watershed ends at Zone C, even if zoning regulations control what occurs in the area abutting Zone C even further. (See Attachment O)

Furthermore, the Surface Water Protection Overlay District does allow for uses to take place within the overlay district, several of which are allowed withing Commercial 2 zoned areas, through special permit by the Planning Board. (See Attachment O - §675-550(F)(2))

As such, even though Parcel M47-24-1 is located fully within this overlay district and a small portion of Parcel M47-22-4 is located in the overlay, it is the determination of the Administration that this does not make these parcels watershed lands as they still do not meet the definitions for watershed land by the City, Commonwealth, and Federal government. Rather, they are simply further regulated on what can and cannot be done on the areas of these parcels that are included in the Surface Water Protection Overlay District.

This has been confirmed by the City Engineer and the City Building Commissioner acting in his capacity as the City Zoning Enforcement Officer.

Furthermore, if this Zoning Amendment were to pass, it would not remove the provisions of this overlay from these parcels or this area, as the overlay exists independently of the underlying zoning of the area.

## **PART H: OPEN SPACE AND RECREATION:**

Page 32 of the 2015 Open Space and Recreation Plan states:

*Properties can experience various degrees of protection and by several methods:*

- *Private lands can be protected in perpetuity or for a specified time through deed restrictions or conservation easements.*
- *Lands under special taxation programs (Chapter 61, 61A, or 61B) are actively managed by their owners for forestry, agricultural, horticultural, or recreational use. These lands have limited protection.*
- *Lands acquired for watershed and aquifer protection are usually permanently protected open space.*
- *Public recreation and conservation lands may be permanently protected open space, provided they have been dedicated to such use by deed.*
- *Municipal properties may be protected via a City Council vote to acquire them as protected properties.*
- *Private, public, and non-profit conservation and recreation lands are protected under Article 97 of the Articles of Amendment to the State Constitution. (See Attachment P)*

Working with the City Engineer's Office, the Administration has determined that these parcels do not relate to parcels listed in this zoning amendment proposal – particularly parcels M47-22-4 and M47-24-1, as listed above.

These lands are both publicly owned by the City so would only relate to the following criteria:

***1: Lands acquired for watershed and aquifer protection are usually permanently protected open space.***

Parcel M47-24-1 was acquired by the City in May of 1888 without mention of conservation, watershed, or protection. The parcel was initially required should Gardner Public Schools ever need the land. This has since been deemed surplus by the School Department and placed under the care and control of the City Administration. (See Attachment Q)

The same can be said for Parcel M47-22-4, which was acquired by the City in 1937, from Harriet Heywood for “consideration paid”. (See attachment R)

Furthermore, as defined above in this document, neither parcel is considered to be watershed land. Even if they were to be considered aquifer protection, there is no documentation as such and the plan even states that these parcels are only “usually” protected. As stated in the section above, the City's Surface Water Protection Overlay District **does** allow for uses to take place

within the overlay district, rather than providing an outright protection and prohibition of any use. (See Attachment O)

***2: Public recreation and conservation lands may be permanently protected open space, provided they have been dedicated to such use by deed.***

As is evident in the Deed of Parcel M47-22-4 (See Attachment R) and M47-24-1 (See Attachment Q) there are no deed restrictions that require these parcels to be listed as protected open space, recreational, or conservation land.

***3: Municipal properties may be protected via a City Council vote to acquire them as protected properties.***

There are no such votes by the City Council on record for these properties.

Furthermore, on the City's official listing of properties under the ownership of the City, it does not list any parcels in this area as being under the custody, care, and control of the City's Conservation Commission, aside from M47-24-9, which was not included in the original proposal. (See Attachment S)

***4: Private, public, and non-profit conservation and recreation lands are protected under Article 97 of the Articles of Amendment to the State Constitution.***

This Constitutional Amendment provides additional protection for land that has been designated as conservation land in the Commonwealth through an official process of designating the land as conservation land.

This process has been done in the City in locations previously, and is also currently being done in neighboring communities. This process would require that a conservation restriction be voted on for the property and filed with the Commonwealth, which has not been done for the aforementioned properties.

As is seen in Attachment S, there are only thirteen (13) City owned parcels with conservation restrictions located within the City, none of which are included in this proposal. (See Attachment S)

This is further backed by the fact that around 2010, the previous Administration was approached by members of the Patrick – Murray Administration about potentially creating conservation protections to land in this area of the City in return for compensation at a rate of up to \$500 per acre placed in a restriction. However, the previous Administration chose not to undertake this offer and thus no protections were ever voted on by the City Council for this land since then, nor was there any formal intent given to protect the land, but rather a denial of an offer to do so.

***Part H Conclusion:***



As such, none of the parcels listed in the proposed zoning amendment – particularly M47-22-4 and M47-24-1 – should be considered protected open space and recreational lands. Furthermore, Table 2 of Appendix C of the 2015 Open Space and Recreation Plan lists 58 parcels that have a priority ranking for obtaining conservation restrictions for them- these parcels are not included in this list. (See Attachment T)

## **PART I: OPEN SPACE AND RECREATION PLAN**

At the Planning Board Meeting of March 29, 2023, the question was raised regarding the weight of the City's 2015 Open Space and Recreation Plan.

The resolution that the City Council voted to adopt in order to endorse the City's 2015 Open Space and Recreation plan stated the following:

*WHEREAS, the OSRP proposal does not seek nor require funding directly, but simply makes recommendations for preservation, maintenance, and for expansion of open space and recreation activities within City boundaries; (emphasis added)*  
(See Attachment U)

This action recognizes that the Open Space and Recreation Plan is truly only a plan rather than a binding document. Similar to the City's Urban Renewal Plan, Housing Production Plan, Master Plan, Economic Development Plan, and other planning documents that the City has created, these plans help guide the City in what the City should look to do, rather than bind the City to specific actions.

This is reaffirmed in the Plan Summary of the 2015 Open Space and Recreation Plan which identifies the plan as a "comprehensive planning document that **guides** future policies and actions." (See Attachment V)

Such demarcation is further validated on the Commonwealth's Division of Conservation Services website describing Open Space and Recreation Plans which identifies these types of documents as "tools through which a community plans for the future." (See Attachment W)

As a result of all of the above, the City's Open Space and Recreation Plan helps guide the City's Administration on potential actions that the drafting committee believed the City should take but is not a binding document that regulates what the City can do.

## **CONCLUSION:**

If we as a City want to revitalize our economy, grow our tax base, lessen the tax burden on our residents, provide jobs for those who live here, and provide resources to meet our growing population, then something like this must be done or the City will soon be left behind without reaching its true and full potential.

It is the full opinion of the Administration that this proposal is truly in the best interest of the City and I respectfully request its approval.

The City needs to undertake a smart growth approach to its future in order to fully solidify the City's economic needs not only for now, but for the next generation. This is not a question about whether or not the parcels listed should be protected open space or not. There is currently nothing stopping the City from simply selling the land as is- it would just have to be for housing rather than commercial purposes due to the current Rural Residential 2 Zoning designation.

Should you require any further information, please do not hesitate to contact me at any time.

Respectfully Submitted,



Michael J. Nicholson  
Mayor, City of Gardner

Enclosures:

### EXHIBIT LISTING

| Exhibit | Document                                                                       |
|---------|--------------------------------------------------------------------------------|
| A       | Chapter 632 of the City Code                                                   |
| B       | Ordinance Document reduced to two parcels                                      |
| C       | Map of new zoning proposal area                                                |
| D       | Ordinance Document showing amendments from original proposal                   |
| E       | MRPC Route 140 Buildout Analysis Report                                        |
| F       | City Sewer System Map                                                          |
| G       | City Water System Map                                                          |
| H       | Zoning Parking Regulations §675-710 City Code                                  |
| I       | Letter from Fire Chief regarding motor vehicle accidents on Rt 140             |
| J       | Listing of Housing Units Currently under construction/renovation               |
| K       | Map of City Watershed compared to proposed parcels for re-zoning               |
| L       | 1945 Map of City Watershed lands on 140 showing proposed parcels not watershed |
| M       | 1954 Map of City Watershed lands showing proposed parcels not watershed        |
| N       | 1958 Map of City Watershed lands on 140 showing proposed parcels not watershed |
| O       | Surface Water Protection Zoning Overlay District §675-550 City Code            |
| P       | 2015 Open Space and Recreation Plan Inventory of Lands                         |
| Q       | Deed for Parcel M47-24-1                                                       |
| R       | Deed for Parcel M47-22-4                                                       |
| S       | City Assessor Listing of City owned Conservation Restricted Lands              |
| T       | 2015 Open Space and Recreation Plan Priority Table                             |
| U       | City Council Resolution to Endorse 2015 Open Space and Recreation Plan         |
| V       | Plan Summary of 2015 Open Space and Recreation Plan                            |
| W       | Mass.gov- Open Space and Recreation Plans                                      |

# **Attachment A**

## Chapter 632. Watershed Lands

[HISTORY: Adopted by the City Council of the City of Gardner 11-16-1981 by Ord. No. 761. Amendments noted where applicable.]

### § 632-1. Purpose.

The purpose of this chapter is to promote and preserve the health and safety of the inhabitants of the City of Gardner by regulating and restricting the use and control of watershed lands as hereinafter defined.

### § 632-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **OIL STORAGE TANKS**

Tanks, drums or other devices used for the storage of any petroleum-based product.

#### **WATERSHED LANDS**

Those areas of land that lie adjacent to the City water supply sources, including but not limited to Crystal Lake, Perley Brook Reservoir and Marm John's Pond, as located and bounded as shown on map of the City of Gardner watershed as updated and on file in the office of the City Engineer. Said map and explanatory matter thereon are hereby made part of this chapter.

### § 632-3. Sale of City-owned watershed land.

The City shall not hereinafter be authorized to sell or otherwise dispose of in fee any City-owned watershed lands.

### § 632-4. Oil storage tanks.

[Amended 11-18-2013 by Ord. No. 1563]

- A. Oil storage tanks presently located on watershed lands shall be regularly inspected by the Director of Public Health for evidence of rupture or spills.
- B. Any oil storage tanks installed after the adoption of this chapter shall have inspection manholes located outside of and at each end of the tank. The Director of Public Health may also require, in his discretion, additional inspection manholes. Such inspection manholes shall reach the soil level at the bottom of said tanks and shall regularly be inspected by the Director of Public Health. No oil storage tank shall be installed without the plans therefor being previously approved by said Director of Public Health.

### § 632-5. Sale of timber on City-owned watershed lands.

[Amended 11-18-2013 by Ord. No. 1563]

All revenues derived from the sale of timber or other resources on City-owned watershed land shall be deposited in the Water Reserve Account; provided, however, that 5% of such revenues each year shall be used for forest conservation purposes, under the direction of the Director of Public Works.

# **Attachment B**

**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:

**PREAMBLE:** 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 two (2) parcels of land situated northerly and southerly of Route 140 Street, being parcels M47-22-4 and M47-24-1 (that portion west of bike trail parcel M42-20-7) on the City of Gardner Assessor's Map.

Total area of proposed zoning change being approximately 177 acres.

**SECTION 2:** 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.



# **Attachment C**

### LEGEND

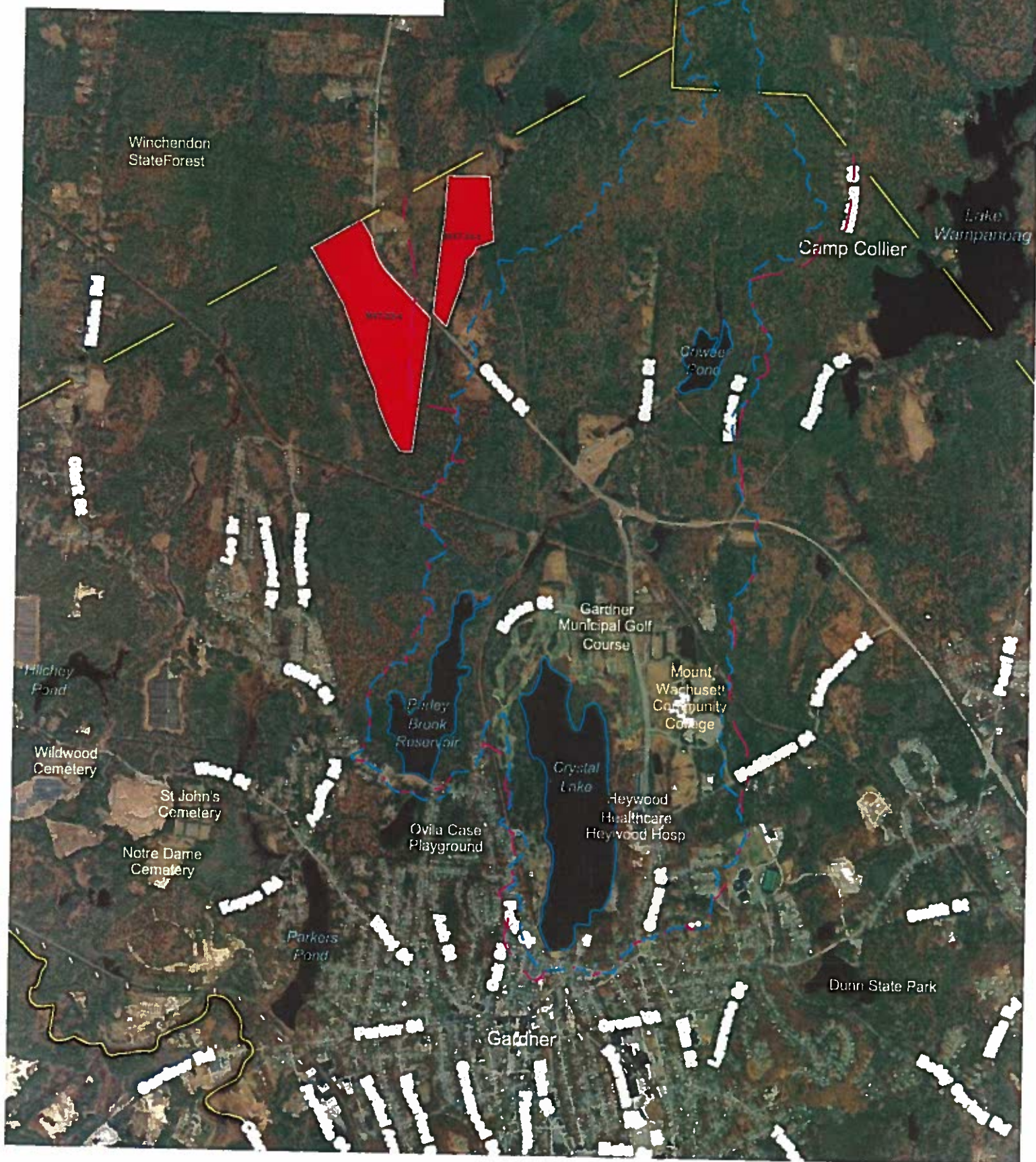
## PROPOSED RE-ZONING



**GARDNER SURFACE WATER  
PROTECTION OVERLAY DISTRICT**



WATERSHED



# **Attachment D**



**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:

**PREAMBLE:** 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:

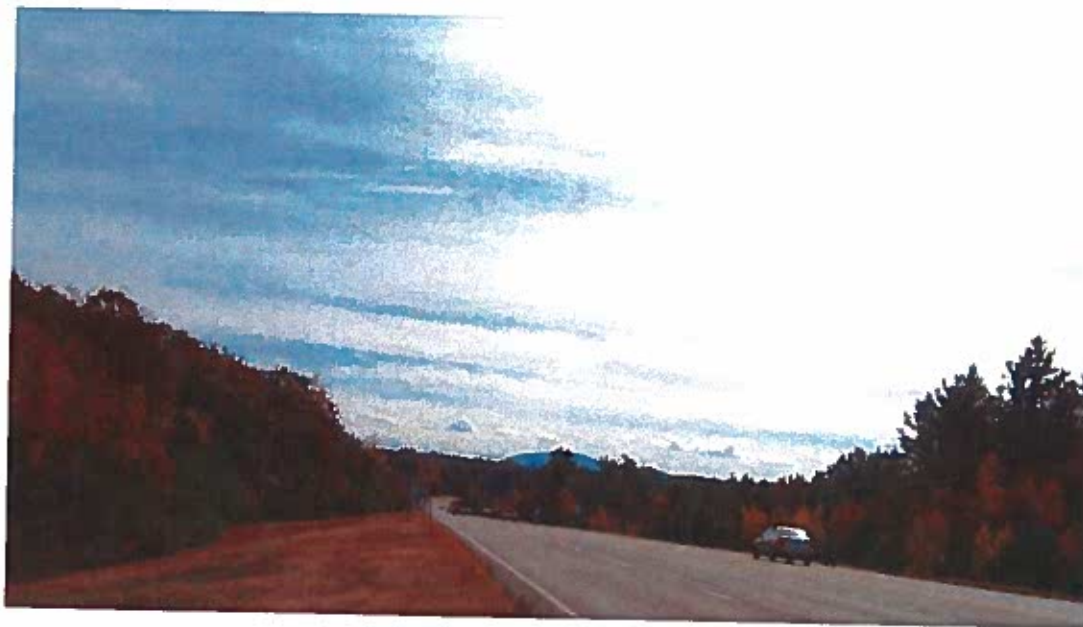
**SECTION 1:** By changing the classification from Rural Residential 2 to Commercial 2 for ~~twelve (12)~~ two (2) parcels of land situated northernly and southernly of Route 140 Street, being parcels M47-22-4, and M47-24-1 (that portion west of bike trail parcel M42-20-7), ~~M42-8-8, M42-8-5, M42-20-7, 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~~ 177 acres.

**SECTION 2:** 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.

# **Attachment E**

# **ROUTE 140 NORTH CORRIDOR BUILDOUT ANALYSIS GARDNER, WESTMINSTER, AND WINCHENDON, MASSACHUSETTS**



View of Mt. Wachusett from Route 140

**Prepared by:**



**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 Massachusetts Department of Housing and Community Development (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                           |

### **Report Credit**

|                 |                                        |
|-----------------|----------------------------------------|
| 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 ½ 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.

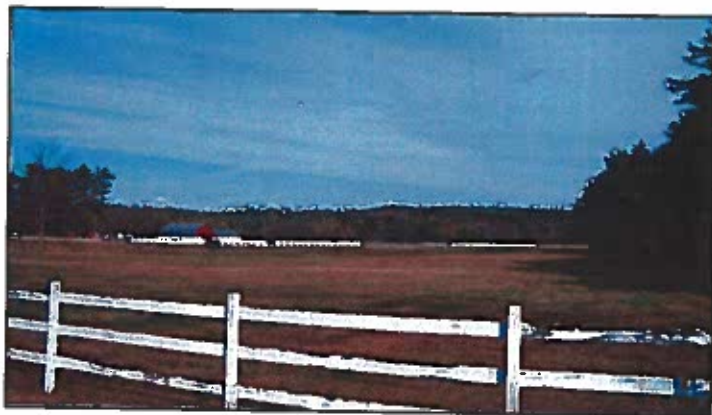
### BUILDOUT METHODOLOGY

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.



Gardner Scenic View

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.

**Table 1**  
**Development Characteristics of the Route 140 North Corridor**

|                                 | Undevelopable   | Developed     | Developable     | Total           |
|---------------------------------|-----------------|---------------|-----------------|-----------------|
| <b>Gardner</b>                  | <b>Acres</b>    | <b>Acres</b>  | <b>Acres</b>    | <b>Acres</b>    |
| C1 (Commercial)                 | 4.73            | 16.65         | 21.30           | 42.68           |
| I1 (Industrial)                 | 30.24           | 24.08         | 88.93           | 143.25          |
| I2 (Industrial)                 | 83.96           | 36.69         | 48.44           | 169.09          |
| RR (Rural Residential)          | 3,398.10        | 215.18        | 1,060.19        | 4,673.46        |
| SFR (Single Family Residential) | 29.28           | 48.03         | 80.03           | 157.34          |
| Subtotal                        | 3,546.31        | 340.62        | 1,298.89        | 5,185.82        |
| Percent                         | 68.4%           | 6.6%          | 25.0%           | 100%            |
|                                 |                 |               |                 |                 |
| <b>Westminster</b>              |                 |               |                 |                 |
| Commercial - I                  | 53.92           | 37.67         | 172.37          | 263.97          |
| Industrial-I                    | 13.60           | 73.36         | 150.53          | 237.49          |
| Residential - I                 | 28.07           | 76.83         | 129.70          | 234.60          |
| Subtotal                        | 95.59           | 187.87        | 452.60          | 736.06          |
| Percent                         | 13.0%           | 25.5%         | 61.5%           | 100%            |
|                                 |                 |               |                 |                 |
| <b>Winchendon</b>               |                 |               |                 |                 |
| C1 (Commercial)                 | 355.38          | 53.56         | 396.67          | 805.61          |
| I (Industrial)                  | 138.66          | 11.26         | 479.30          | 629.22          |
| R80-RR (Residential)            | 1,303.64        | 165.50        | 827.52          | 2,296.66        |
| Subtotal                        | 1,797.68        | 230.32        | 1,703.49        | 3,731.49        |
| Percent                         | 48.2%           | 6.2%          | 45.7%           | 100.0%          |
|                                 |                 |               |                 |                 |
| <b>Total</b>                    | <b>5,439.58</b> | <b>758.81</b> | <b>3,454.98</b> | <b>9,653.37</b> |
| <b>Percent</b>                  | <b>56.3%</b>    | <b>7.9%</b>   | <b>35.8%</b>    | <b>100%</b>     |



## Gardner

As 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 FAR<sup>1</sup>" 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.

## Westminster

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.

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<sup>1</sup> FAR stands for Floor Area Ratio, i.e. the relationship of building floor area to lot area.



**Table 2**  
**Route 140 North Base Case Buildout Analysis**

|                                    | Developable Area (Ac.) | Effective FAR | Square Feet of Floor Space | Build Factor | Min. Lot Size (Sq. ft.) | Dwelling Units | Water Use        | New Residents | New Students |
|------------------------------------|------------------------|---------------|----------------------------|--------------|-------------------------|----------------|------------------|---------------|--------------|
| <b>Winchendon</b>                  |                        |               |                            |              |                         |                |                  |               |              |
| Highway Commercial - C1            | 396.67                 | 0.504         | 8,708,588                  |              | 75,000                  |                | 653,144          |               |              |
| Industrial - I                     | 479.30                 | 0.576         | 12,025,905                 |              | 43,560                  |                | 901,943          |               |              |
| Rural Residential - R80            | 827.52                 |               |                            | 0.846        | 87,120                  | 350            | 72,170           | 962           | 202          |
| Subtotal                           | 1,703.49               |               | 20,734,494                 |              |                         | 350            | 1,627,257        |               |              |
| <b>Westminster</b>                 |                        |               |                            |              |                         |                |                  |               |              |
| Highway Commercial - C1            | 172.37                 | 0.34          | 2,552,869                  |              | 40,000                  |                | 191,465          |               |              |
| Industrial - I1                    | 150.53                 | 1.03          | 1,688,450                  |              | 40,000                  |                | 126,634          |               |              |
| Residential - R1                   | 129.70                 |               |                            | 0.825        | 50,000                  | 98             | 20,043           | 267           | 52           |
| Subtotal                           | 452.60                 |               | 4,241,318                  |              |                         | 98             | 338,412          |               |              |
| <b>Gardner</b>                     |                        |               |                            |              |                         |                |                  |               |              |
| Commercial 1 - COM 1               | 21.30                  | 0.33          | 306,183                    |              | 10,000                  |                | 22,964           |               |              |
| Industrial I - IND 1               | 88.93                  | 0.42          | 1,626,992                  |              | 10,000                  |                | 122,024          |               |              |
| Industrial II - IND 2              | 48.44                  | 0.53          | 1,118,325                  |              | 30,000                  |                | 83,874           |               |              |
| Single Family Residential 1 - SFR1 | 80.03                  |               |                            | 0.872        | 12,500                  | 243            | 42,862           | 571           | 90           |
| Rural Residential 2 - RR2          |                        |               |                            |              |                         |                | 96,769           |               |              |
| Land Outside the WSPOD             | 752.99                 |               |                            | 0.841        | 60,000                  | 460            |                  | 1,080         | 192          |
| Land Inside the WSPOD              | 307.20                 |               |                            | 0.872        | 130,680                 | 89             |                  | 210           | 37           |
| Subtotal                           | 1,298.90               |               | 3,051,500                  |              |                         | 792            | 368,494          | 1,862         | 319          |
| <b>Grand Total</b>                 | <b>3,454.99</b>        |               | <b>28,027,312</b>          |              |                         | <b>1,240</b>   | <b>2,333,893</b> | <b>3,091</b>  | <b>572</b>   |

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 0.53 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.

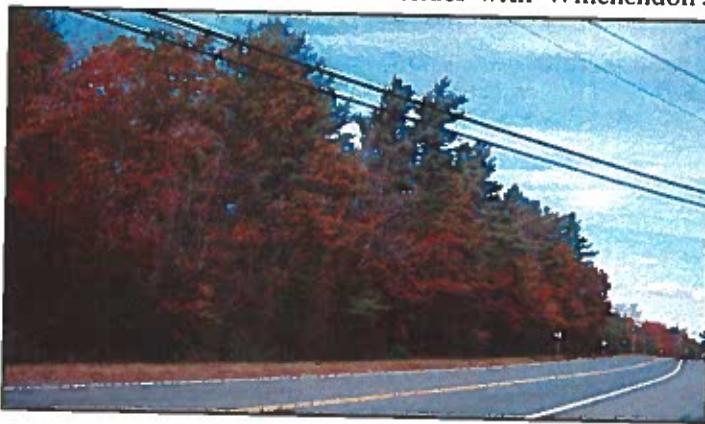
Residentially, about 2,100 acres is developable, which comprises 61% of all developable land. Gardner contains 54%, and Winchendon 40%, of the total developable residential land. This residential property in the study area could accommodate 1,240 new dwelling units. Gardner has 1,140 acres of developable 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 re-zoning 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

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.

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.

**Table 3**  
**Winchendon Commercial Development Scenario**

|                          | 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       | 350           | 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        | 384,178   |

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 multi-family 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 scenario<sup>2</sup>. 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.

**Table 4**  
**Gardner Mixed-Use Development 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       | 359,639       | -8,805    |

The proposed Light Industry-Office scenario could yield an additional 1.8 million sq. ft. of non-residential 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.

<sup>2</sup> 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.

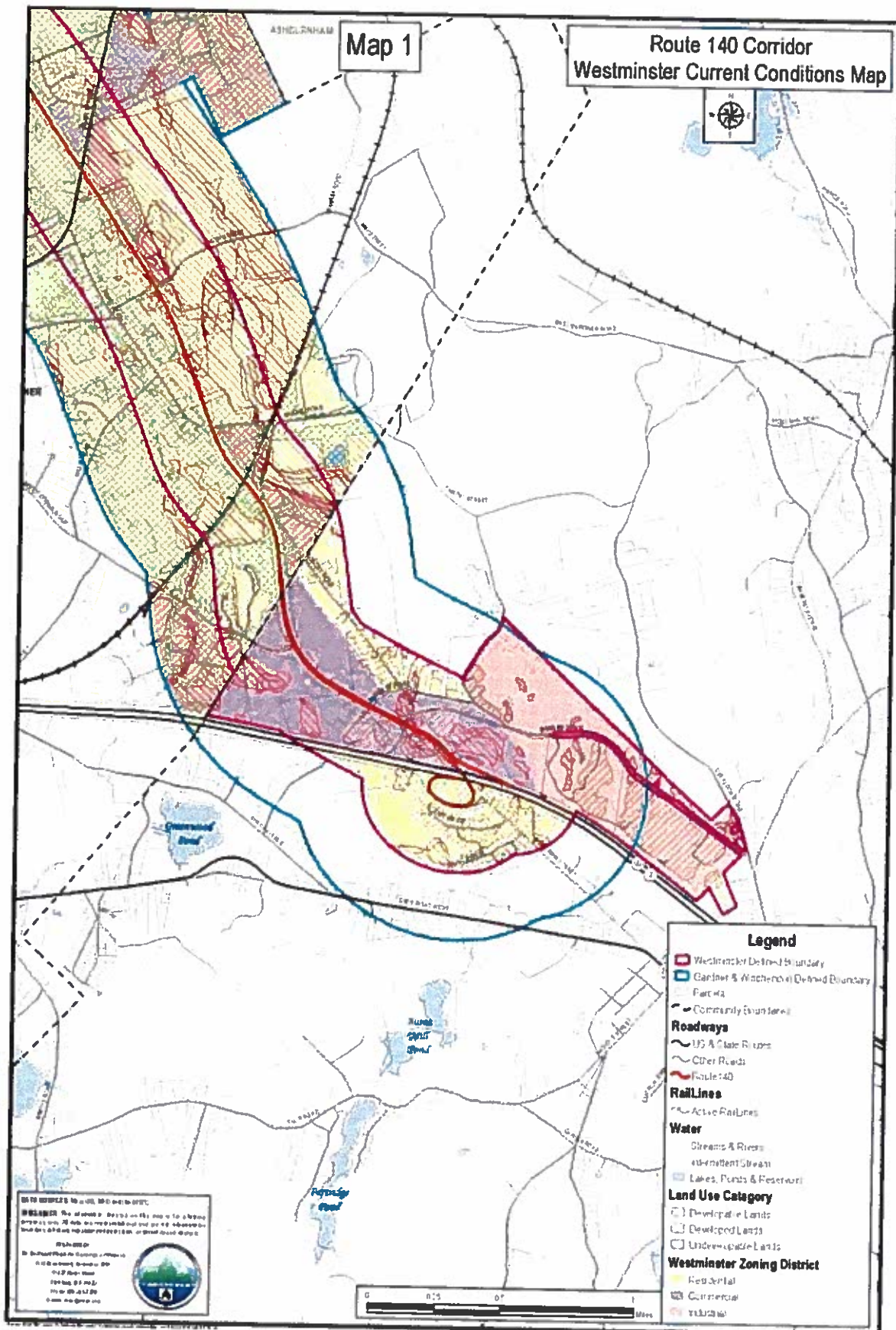


- ❖ Use Low Impact Development (LID) stormwater management techniques to contain and purify runoff on-site and improve development aesthetics.
- ❖ Set lighting requirements and use fixtures with cutoffs to curtail light impacts.
- ❖ Place wiring underground.

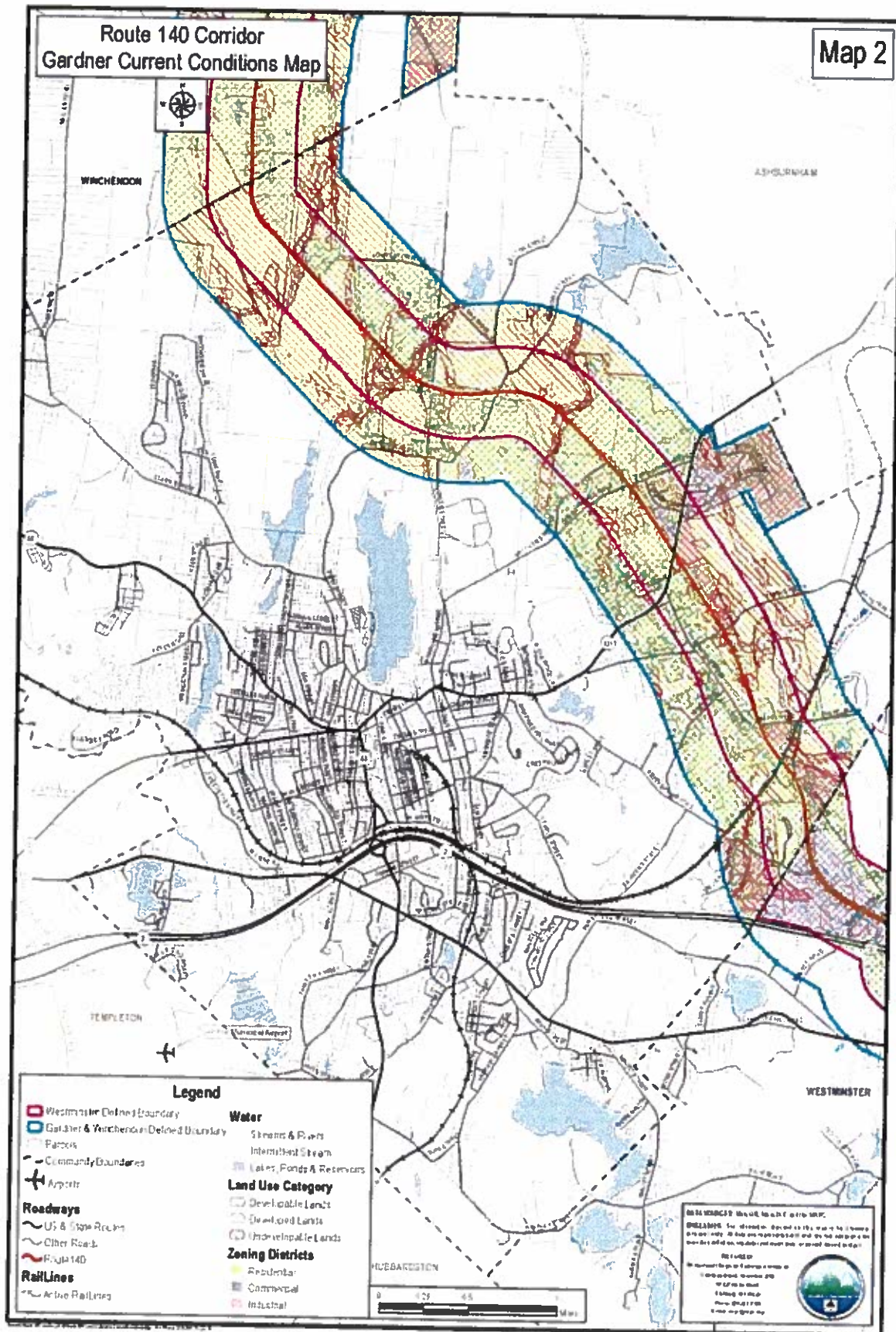
MRPC could take the lead by creating a process to develop model design standards applicable to similar highway corridors throughout its Region.

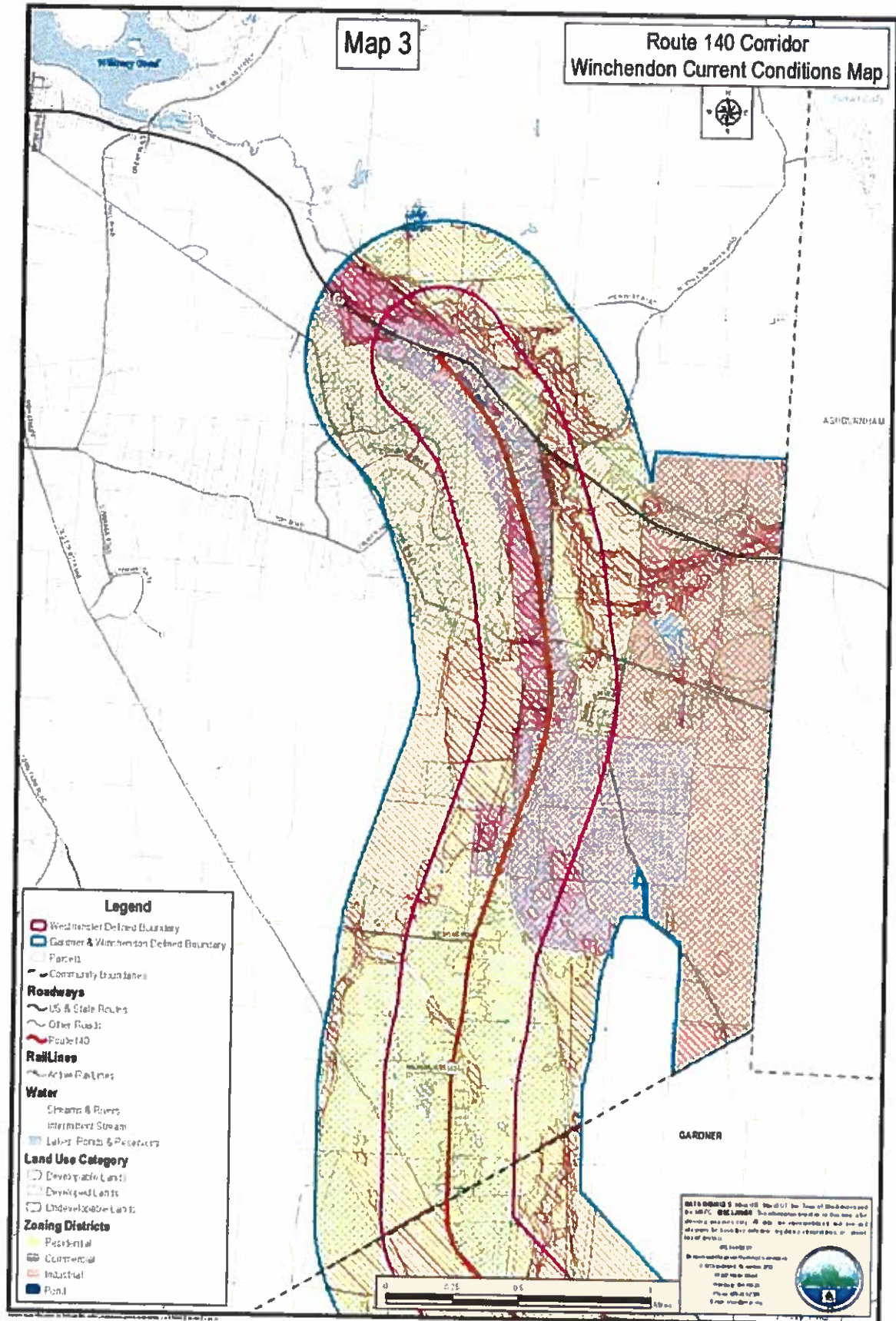
8. Continue to analyze re-zoning opportunities in Winchendon and Gardner as outlined in the alternative growth scenarios discussed above.
9. Provide connecting links to the North Central Pathway rail trail as a way to promote commuter access by bicycle. Continue to extend the trail along its entire proposed 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.

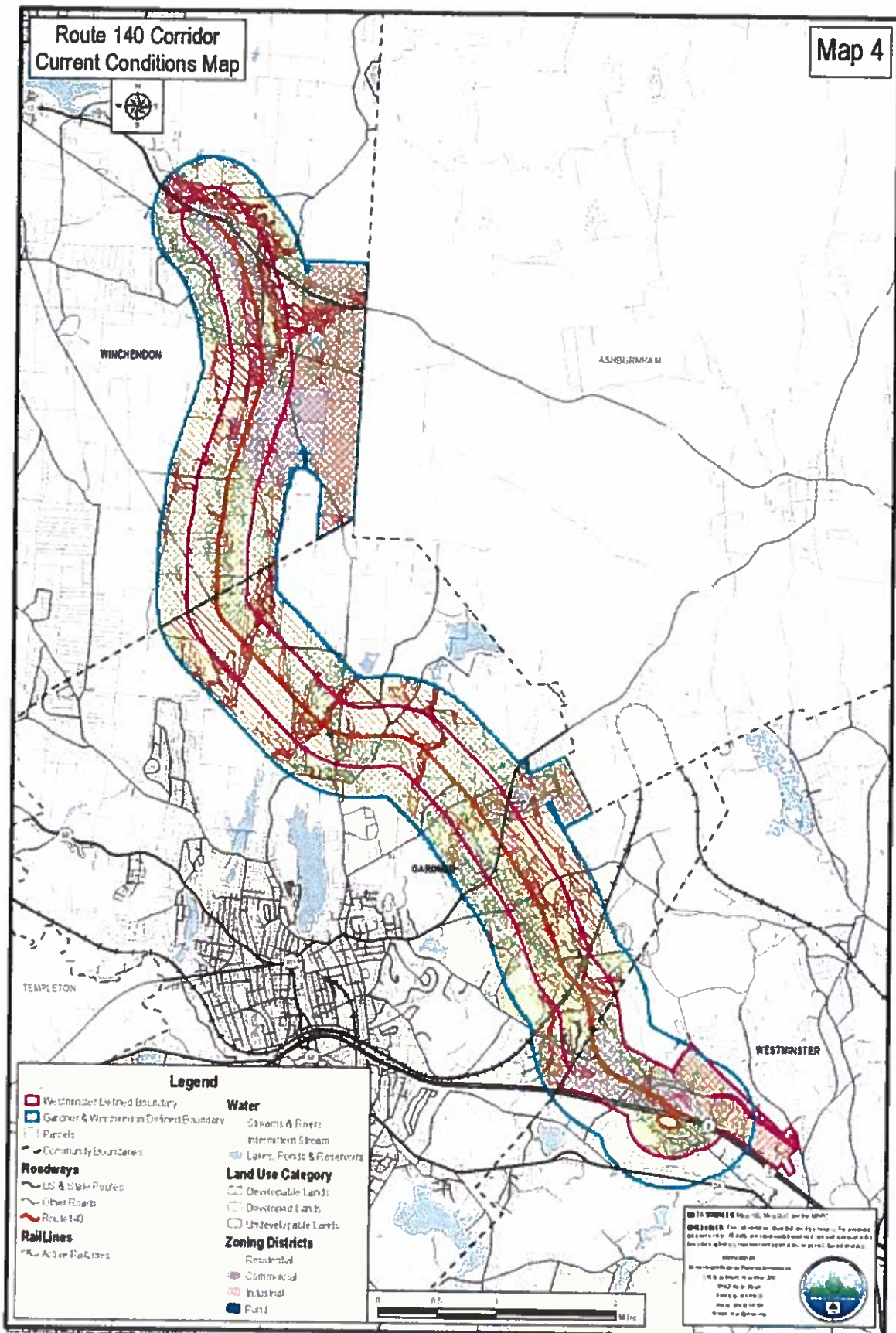




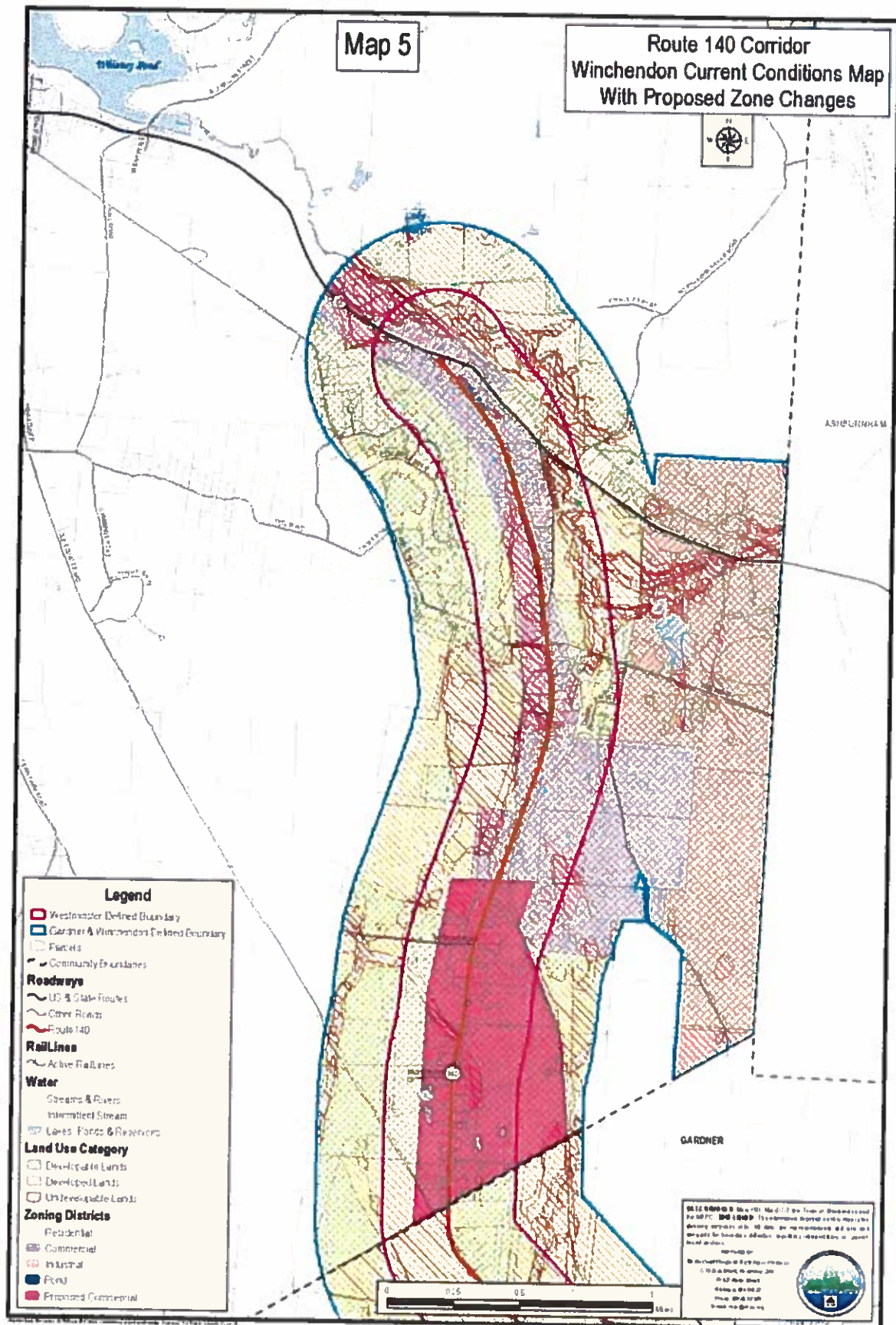


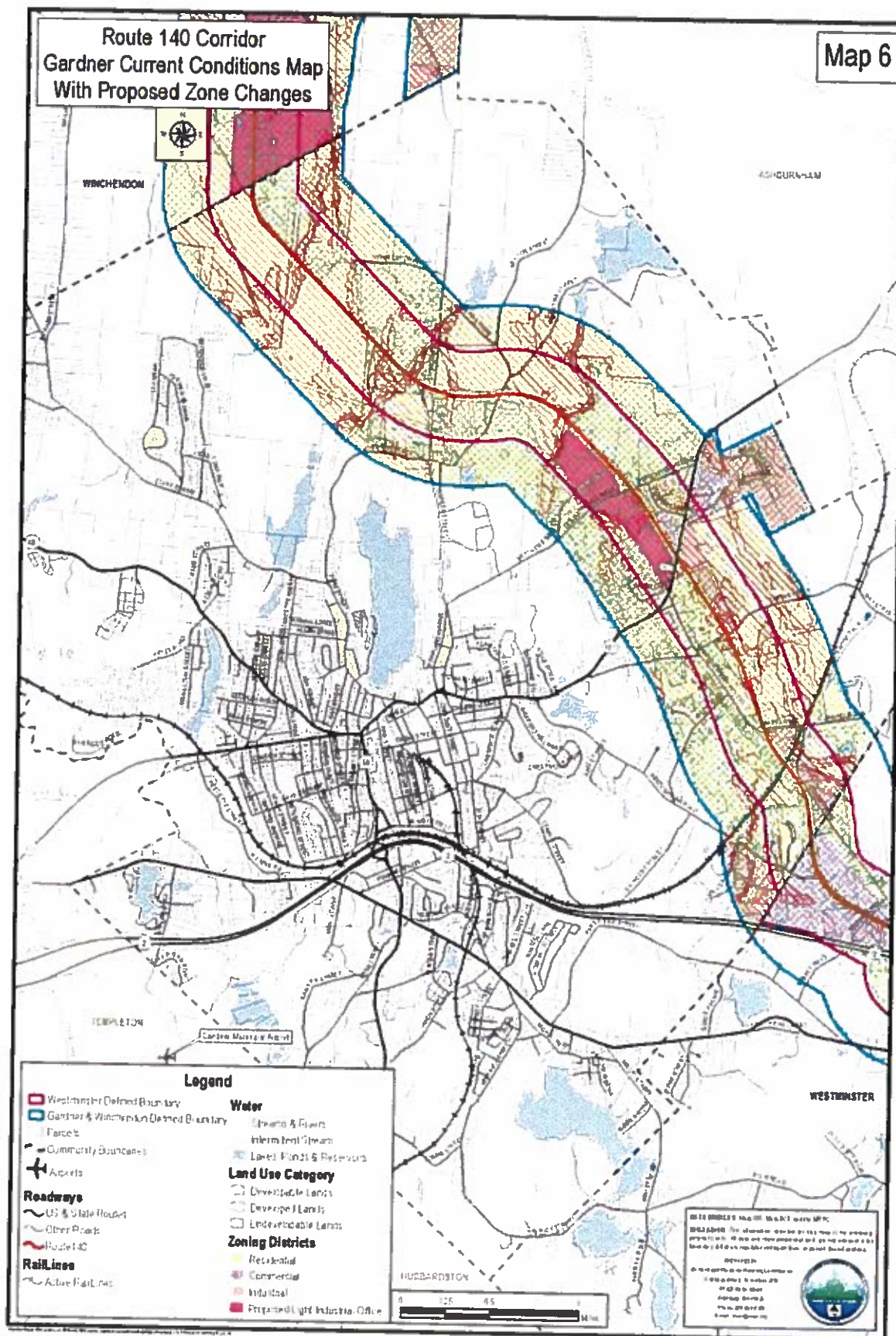






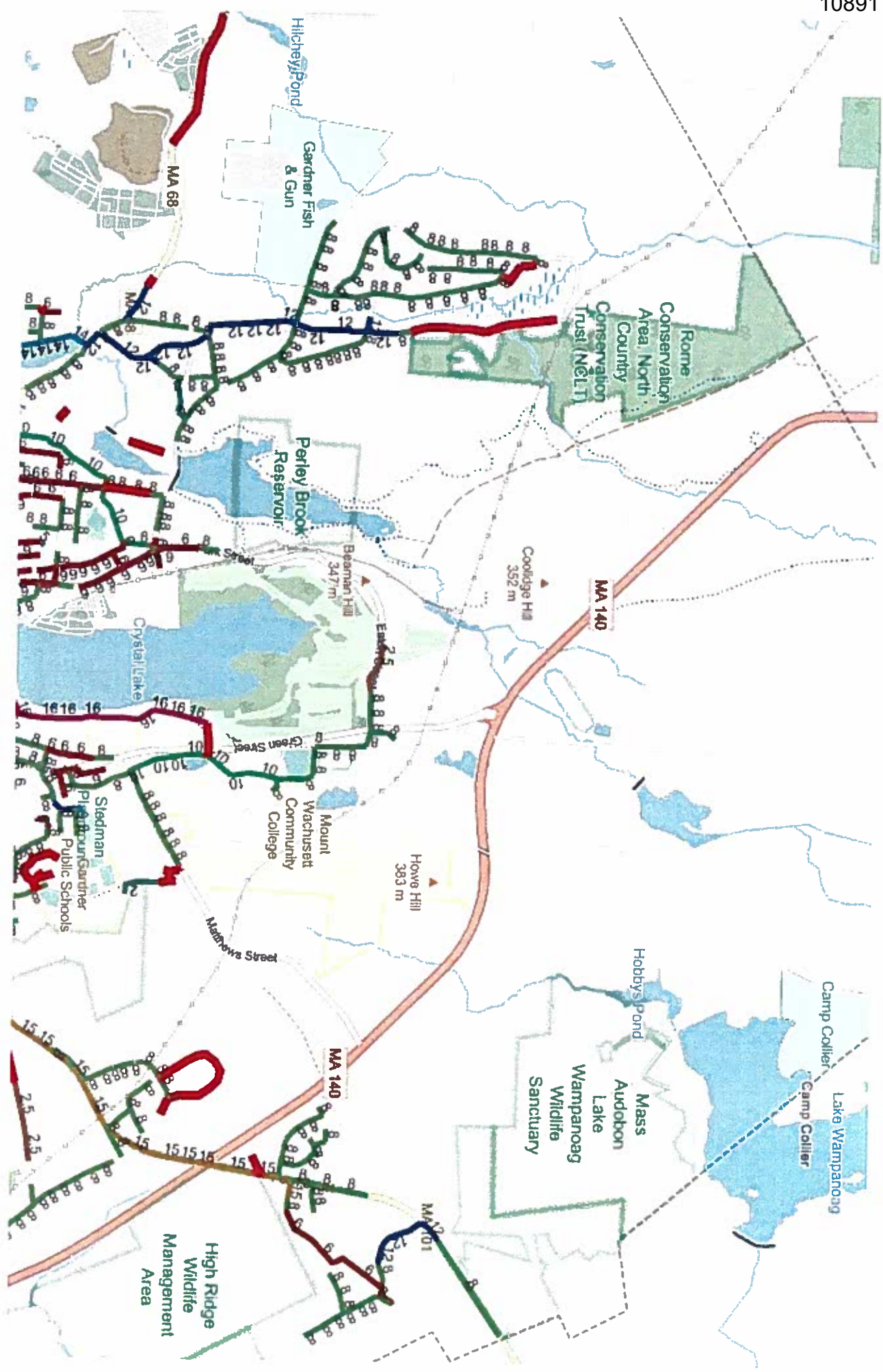






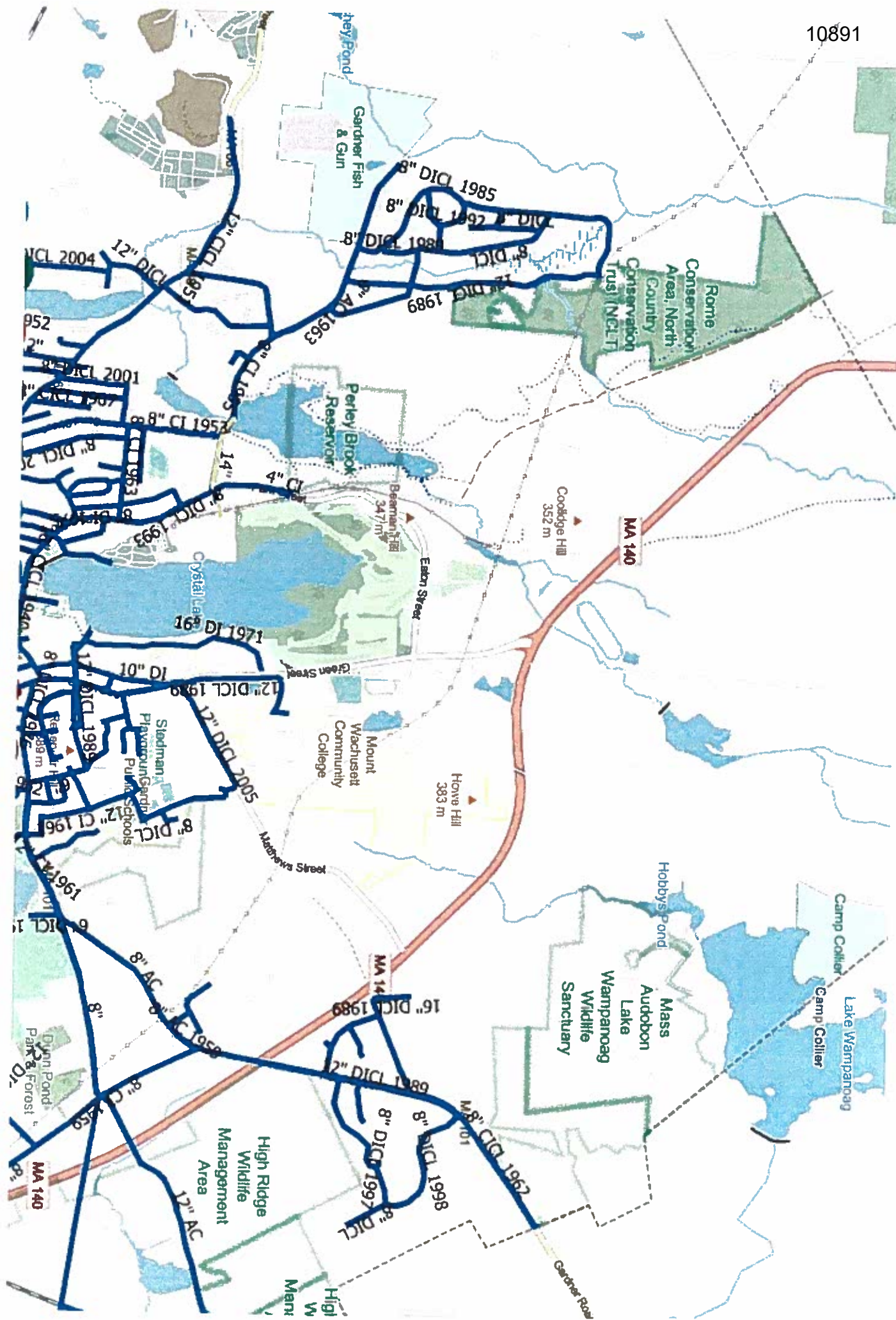
# **Attachment F**





# **Attachment G**







# **Attachment H**

## Chapter 675. Zoning

### Article VII. Off-Street Parking, Loading and Drive-Through Standards

#### § 675-710. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

**ACCESS DRIVEWAY**

The travel lane that allows motor vehicles ingress from the street and egress from the site.

**BUILDING SERVICE AREA**

A room or rooms in a building used to house electrical or mechanical equipment necessary to provide central utility service to the building, such as a boiler room.

**DRIVE-THROUGH**

Consists of stacking lanes and drive-up window to allow a drive-through facility to provide such products or service(s).

**DRIVE-THROUGH FACILITY**

An establishment that provides or dispenses products or services, through an attendant or an automated machine, to persons remaining in vehicles that are in designated stacking lanes. A drive-through may be in combination with other uses, such as a bank, personal service shop, retail store, eating establishment or gas station.

**INTERIOR DRIVEWAY**

A travel lane located within the perimeter of a parking lot which is not used to directly enter or leave parking spaces. An interior driveway shall not include any part of the access driveway.

**MANEUVERING AISLE**

A travel lane located within the perimeter of a parking lot by which motor vehicles directly enter and leave parking spaces.

**NET FLOOR AREA**

The total of all floor areas of a building, not including storage areas, stairways, elevator wells, rest rooms, common hallways and building service areas.

**PARKING STALL LENGTH OF LINE**

The longitudinal dimension of the stall measured parallel to the angle of parking.

**STACKING LANE**

An on-site queuing or pass-through lane for motorized vehicles that is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signage.

**WIDTH OF PARKING STALL**

The linear dimensions measured across the stall and parallel to the maneuvering aisle.

#### § 675-720. General provisions.

Except as otherwise provided in this article, no building or structure shall be located upon any lot and no activity shall be conducted upon any lot unless the required parking facilities are provided on site in

accordance with this article.

A. Change of use. For all zoning districts, except COM1, a change in use where the existing use (or in the case of a vacancy, the next previous use) did not provide for the number of on-site parking spaces required by this chapter, then the proposed use shall only have to provide an additional number of parking spaces equal to the increase, if any, between the number required under this chapter for the existing use and the number required for the proposed use.

B. Commercial 1 Districts.

(1) For COM1 Districts, no additional parking is required for the following:

- (a) A change in use or rearrangement of uses in an existing building that does not increase the total floor area within the building.
- (b) The replacement of an amount of floor area equal to that in existence at the time of enactment of this amendment to this chapter.
- (c) The addition of a second story to one-story buildings.
- (d) Federal, state or municipal uses.

(2) Having applied Subsection B(1)(a), (b), (c) and (d) immediately above, an increase in total floor area that results in a net increase in the number of required parking spaces may be accommodated off site when adequate municipal parking facilities are available to serve the land use. Adequacy of municipal parking facilities shall be determined via the site plan review application and review procedures, § 675-1010, Site plan review, of this chapter. A major entrance of the land use should be within 500 feet of the municipal parking facility. Shared parking opportunities should be recognized where the same parking space can be utilized by two or more different land uses due to differences in principal hours for the uses involved.

C. Residential uses.

- (1) Each parking area may have one access driveway which shall be a maximum of 24 feet wide.
- (2) Each parking area may have one additional access driveway for each 200 feet of frontage, provided that all such access driveways shall be at least 200 feet apart on the parking area measured from the center line of each access driveway.
- (3) No parking space or other paved surface, other than an access driveway(s) shall be located within five feet of any lot line.

## § 675-730. Undetermined uses.

Where the use of a building or buildings has not been determined at the time of application for a building permit or special permit, the plan shall demonstrate that the parking requirements applicable to the most intensive use allowed in the district where such undetermined use is to be located can be provided, however, that the number of parking spaces actually built need not exceed the number required by the actual use or uses of the building.

## § 675-740. Relief from parking regulations.

In the following instances, relief from parking regulations may be granted:

A. By special permit from the Zoning Board of Appeals, pursuant to § 675-1170, Special permits:

- (1) In the case of a change from a nonconforming use to a conforming use, that the benefits of a change to a conforming use outweigh the lack of parking spaces; or
- (2) In the case of a change from one conforming use to another conforming use, that the lack of parking spaces will not create undue congestion or traffic hazards on or off the site.

- B. By the Planning Board pursuant to § 675-1010, Site plan review, or where it is acting as the special permit granting authority pursuant to § 675-1170, Special permits, where it determines the grant of a waiver would not be detrimental to the functioning of the site and would not create undue congestion of traffic hazards on or off the site.

## § 675-750. Schedule of parking uses; loading areas.

- A. Comparable use requirements. Where a use is not specifically included in the schedule of parking uses, it is intended that the regulations for the most nearly comparable use specified shall apply.

- B. Schedule of parking uses.

| Principal Use                                                      | Parking Spaces Required                                                                                                                                                                                      |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dwelling                                                           | 1 per dwelling unit with 1 or fewer bedrooms; 2 per dwelling unit with 2 or more bedrooms                                                                                                                    |
| Home occupation                                                    | 1 per nonresident employee                                                                                                                                                                                   |
| Motel or hotel                                                     | 1 per room plus 1 per 400 square feet of public meeting area and restaurant space                                                                                                                            |
| Bed-and-breakfast                                                  | 2 spaces, plus 1 per guest unit                                                                                                                                                                              |
| Assisted living; nursing home; group/rest home; rooming house      | 1 per 2 beds                                                                                                                                                                                                 |
| Educational/schools                                                |                                                                                                                                                                                                              |
| Nursery/child care                                                 | 3 per 1,000 gross square feet                                                                                                                                                                                |
| Elementary/middle/junior                                           | 1.2 per employee                                                                                                                                                                                             |
| High school                                                        | 0.25 per student                                                                                                                                                                                             |
| College and university                                             | 1.2 per 1,000 gross square feet                                                                                                                                                                              |
| Hospital                                                           | 3 per patient bed                                                                                                                                                                                            |
| Convenience retail                                                 | 2 per 1,000 square feet of gross floor area                                                                                                                                                                  |
| Retail store                                                       | 1 per 200 square feet of net floor area for store with gross floor area up to 5,000 square feet of net floor area and 1 per 250 per 1,000 square feet of net floor area greater than 5,000 of net floor area |
| Bank                                                               | 1 per 200 square feet of net floor area                                                                                                                                                                      |
| Business or professional office and personal service establishment | 1 per 300 square feet of net floor area                                                                                                                                                                      |
| Libraries, museums and art galleries                               | 2.5 per 1,000 square feet of gross floor area                                                                                                                                                                |
| Medical or dental office                                           | 4.2 per 1,000 square feet of gross floor area                                                                                                                                                                |
| Restaurant                                                         | 1 per 4 seats                                                                                                                                                                                                |
| Fast-food restaurant                                               | 1 per 70 square feet of net floor area                                                                                                                                                                       |
| Religious; club or lodge; civic center or other place of assembly  | 1 per 75 square feet of assembly area or 1 per 4 seats, whichever is greater                                                                                                                                 |
| Motor vehicle general and body repair                              | 1 per each service bay plus 1 per employee                                                                                                                                                                   |
| Motor vehicle light service                                        | 2 per service bay plus 1 per employee                                                                                                                                                                        |
| Mixed use                                                          | Sum of various uses computed separately                                                                                                                                                                      |
| Public transit station                                             | 1 per 250 square feet devoted to office and public uses plus sum of other uses computed separately                                                                                                           |
| Transportation terminal                                            | 1 per 250 square feet devoted to office use plus 1 per company vehicle operating from premises                                                                                                               |
| Veterinary clinic/kennel, commercial                               | 2 per 1,000 square feet plus 1 per employee                                                                                                                                                                  |

**Principal Use**  
Industrial/manufacturing

**Parking Spaces Required**

1 per 2,000 square feet of net floor area for the first 20,000 square feet, plus 1 per each additional 10,000 square feet

- C. Loading areas. One or more off-street loading areas shall be provided for any business that may be regularly serviced by tractor-trailer trucks and other similar delivery vehicles, so that adequate areas shall be provided to accommodate all delivery vehicles expected at the premises at any one time. Loading areas shall be located at either the side or rear of each building and shall be designed to avoid conflicts with vehicles and pedestrians using the site or vehicles and pedestrians using adjacent sites.

**§ 675-760. Standard dimensional regulations for off-street parking facilities.**

Off-street parking facilities shall be laid out and striped in compliance with the following minimum provisions:

| Angle of Parking | Width of Parking Stall<br>(feet) | Parking Stall Length of | Width of Maneuvering |
|------------------|----------------------------------|-------------------------|----------------------|
|                  |                                  | Line<br>(feet)          | Aisle<br>(feet)      |
| 90° (2-way)      | 9.0                              | 18                      | 24                   |
| 60° (1-way)      | 10.4                             | 22                      | 18                   |
| 45° (1-way)      | 12.7                             | 25                      | 14                   |
| Parallel (1-way) | 8.0                              | 22                      | 14                   |
| Parallel (2-way) | 8.0                              | 22                      | 18                   |

**§ 675-770. Design requirements for parking lots, facilities and drive-throughs.**

**A. Parking location and layout.**

- (1) To the extent feasible, parking areas shall not be located to the forward of any building front line on the lot.



- (a) Notwithstanding the above, the Planning Board may grant permission during site plan review to locate not more than eight parking spaces in front of the principal building, where such location promotes a better site layout. As condition of such permission, the Board may require that provisions be made for a common access way linking the property with existing or future adjacent uses.
- (2) Required parking spaces, loading areas and driveways shall be provided and maintained with suitable grading, paved surfaces and adequate drainage. No parking space or other paved surface, other than an access driveway(s) or walkway(s), shall be located within 10 feet of any lot line, and notwithstanding the foregoing, no parking space or other paved surface other than an access driveway(s) or walkway(s) shall be located within the limits of a landscaped buffer area.
- (3) Each parking area may have one access driveway which shall be at least 24 feet wide at its narrowest point but not more than 36 feet wide at its widest point. Each parking area may have one



additional access driveway for each 200 feet of frontage, provided that all such access driveways shall be at least 200 feet apart on the parking area measured from the center line of each access driveway. In the case of an access driveway which shall be used for one-way traffic only, the minimum width may be reduced to 14 feet at its narrowest point.

- (4) Interior driveways, other than maneuvering aisles, shall be at least 20 feet wide for two-way traffic and 14 feet for one-way traffic.
  - (5) Adequate provisions for snow removal and/or snow storage must be made and indicated on site plans. Landscaped areas may not be used for snow storage.
- B. Lighting and landscaping requirements. All surface parking areas containing more than eight spaces shall be laid out and enhanced by landscaping in accordance with the following standards:
- (1) Parking areas, loading areas, storage areas, refuse storage and disposal areas, and service areas shall be screened from view, to the extent feasible, from all public ways and from adjacent properties, using planted buffers, berms, natural contours, fences or a combination of the above.
  - (2) Parking areas shall contain 150 square feet of planted areas per 1,000 square feet of parking proposed, appropriately situated throughout the parking area to break up large expanses of pavement.
  - (3) Screening.
    - (a) Parking areas shall be screened along their perimeters from adjacent streets and properties using a combination of the following:
      - [1] A buffer strip of at least 10 feet in width of densely planted shrubs or trees which are at least 2.5 feet high at the time of planting and are of a type that may be expected to form a year-round screen; parking areas containing more than 25 spaces shall require a planted buffer strip of 20 feet in width.
      - [2] A wall, barrier, or fence of uniform appearance. There shall be a landscaped strip with a minimum width of three feet between the base of the wall, barrier, or fence and any street or abutting property. The wall, barrier, or fence is recommended to be three feet in height and shall not be more than six feet in height.
      - [3] A landscaped earth berm at least three feet in height and 18 feet in width.
      - [4] The screening as required herein shall be located so as not to conflict with any corner visibility requirements or any other City ordinances. Such screening may be interrupted by entrances or exits.
  - (4) All artificial lighting shall be not more than 11 feet in height in pedestrian areas, and 20 feet in parking areas, and shall be arranged and shielded to prevent direct glare from the light source onto any public way or any other property. All parking areas which are used at night shall be lighted as evenly and fully as possible. The Planning Board shall require that the applicant provide the type, energy efficiency, and intensity (lumens) of all proposed and replacement lighting for the parking areas.
- C. Structured parking design guidelines. Placement of off-street parking spaces in structures is encouraged to limit impervious surfaces, promote efficient use of land, and enhance streetscapes. Parking structures are subject to the following performance standards:
- (1) Parking structures shall be no more than 40 feet in height. The height and mass of the structure should be consistent with the urban design fabric within which the structure is to be located.
  - (2) The exterior facade should maintain a horizontal line throughout. The sloping nature of the interior structure, necessary in the design of parking structures, should not be repeated on the exterior facade.
  - (3) Facades that face public rights-of-way should incorporate a repeating pattern that includes color change, texture change and material change, each of which should be integral parts of the structure, not superficially applied trim, graphics, or paint. In addition, vertical elements should be incorporated into the exterior facade design to create a repeating pattern. This can be accomplished using

reveals, projecting ribs, or offsets. All such elements should repeat at intervals of no more than 30 feet.

- (4) A wall or other screening of sufficient height to screen parked vehicles and which exhibits a visually pleasing character should be provided. In commercial districts with an existing or planned urban design fabric, ground-level retail use is encouraged to enhance the streetscape. Where retail is not practical, other amenities, such as an art wall, are encouraged as means of enhancing the streetscape. The ground level of the structure should never consist of a featureless length of a wall.
- (5) Pedestrian entrances should be well defined and attractive.
- (6) Areas of vehicular entry should be located on the side or the rear of the structure wherever possible to attract less attention. The presence and appearance of garage entrances should be minimized so that they do not dominate the street frontage.
- (7) Building should take advantage of site topography to minimize the vehicular entry where possible.
- (8) Interior and exterior lighting shall be arranged to ensure public safety and shielded to prevent direct glare onto any public way or any other property. The Planning Board shall require the applicant to provide the type and intensity (lumens) of all proposed lighting for the parking structure.

**D. Drive-through performance and design standards.**

- (1) Purpose. The purpose of this section is to protect the health, safety, welfare and convenience of residents, minimize traffic congestion, and maintain the architectural integrity of the surrounding area by requiring performance standards for the construction and operation of drive-through facilities.
- (2) Administration.
  - (a) Drive-through facilities may be allowed by special permit from the Gardner Planning Board in the Commercial 1, Commercial 2, and in some cases Industrial 1 Zoning Districts, provided the facility meets the requirements of this Article VII and the dimensional requirements for the underlying zoning. The Planning Board shall follow the procedural requirements for special permits as set forth in MGL c. 40A, § 9, and Article XI, § 675-1170, of the City of Gardner Zoning Code.
  - (b) No special permit for any drive-through facilities shall be issued without site plan approval first having been obtained from the Planning Board, § 675-1010, Site plan review, of the Zoning Code. In addition to the standard set forth within, the site plan must meet all dimensional, parking, landscaping, and signage requirements within the City of Gardner Zoning Code.
- (3) Performance and design standards. Drive-through facilities shall comply with the performance and design standards set forth in this section. The Planning Board may impose additional conditions or alter performance and design standards if it finds that a substantially better design will result from such additional or alternate standards. In so doing, the Planning Board shall consider how such additions or alterations will impact public safety, character of the neighborhood, and the environment.
  - (a) Traffic impact study (TIS). The Planning Board shall require that a traffic impact study (TIS) be prepared by a registered professional engineer who is a member of the Institute of Transportation Engineers (ITE). The purpose of a TIS is to document existing traffic conditions in the vicinity of the proposed drive-through facility, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures to mitigate any adverse impacts on traffic, as stated in the following:
    - [1] Existing traffic conditions: average daily and peak-hour volumes, average and peak speeds, sight distances, appropriate and pertinent accident data, levels of service of intersections and streets likely to be affected by the proposed project. Generally, such data shall be presented for all streets and intersections adjacent to or within 500 feet of the project's boundaries. The data will be no more than 24 months old upon submittal unless other data is specifically approved by the Planning Board.
    - [2] Projected impact of proposed project: projected peak-hour and daily traffic generated by the drive-through on roads and ways in the vicinity; sight lines at the intersections of the proposed driveways and streets; existing and proposed traffic controls in the vicinity;

projected postdevelopment traffic volumes and levels of service of intersections and streets likely to be affected by proposed project.

(b) Site development plan.

- [1] The site development plan, prepared by a registered professional civil engineer and registered land surveyor, shall comply with the development plan requirements identified in § 675-1010 of the City of Gardner Zoning Code and shall accompany the site plan review and special permit applications.
- [2] The proposed site development plan shall incorporate recommendations of the traffic impact study. The following guidelines shall be used to evaluate compliance with the standards herein:
  - [a] Requires a minimum of two stacking lanes: one lane to be used for product or service delivery and one, at a minimum, to be used as an outlet for traffic flow and public safety vehicle access. No matter how many stacking lanes are used for product or service delivery, a minimum of one stacking lane shall be included in the design as an outlet for traffic flow and public safety vehicle access.
  - [b] Entrances to stacking lane(s) shall be clearly marked and shall be a minimum of 40 feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.
  - [c] Each stacking lane shall be 10 feet in width along all portions of the lane(s).
    - [i] Fast-food restaurants shall have a minimum of 10 spaces for stacking cars accessing the ordering window or speaker. If pickup/payment windows are provided separately, the stacking distance between windows and/or speaker(s) shall be a minimum of two stacking spaces.
    - [ii] Banks, service and retail establishments shall have a minimum of five stacking spaces for cars accessing a drive-through window or speaker.
  - [d] Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.
  - [e] Stacking lanes shall be designed to prevent congestion, both on site and on adjacent streets. Stacking lane layout:
    - [i] Shall be integrated with the on-site circulation pattern;
    - [ii] Shall minimize conflicts between pedestrian and vehicular traffic by providing physical and visual separation between the two;
    - [iii] Shall be located at the side or rear of buildings;
    - [iv] Shall provide an emergency bypass or exit;
    - [v] Shall not impede or impair access into or out of parking spaces;
    - [vi] Shall not impede or impair vehicular or pedestrian traffic movement;
    - [vii] Shall not interfere with required loading and trash storage areas;
    - [viii] Shall not enter or exit directly into a public right-of-way.
  - [f] Locate buildings with drive-through along the front lot line closest to the street edge whenever possible.
  - [g] Layout of outdoor service equipment, menu signs and speaker boards.
    - [i] There shall be one sign permitted for each stacking lane used for product or service delivery.

- [ii] Signs shall be a maximum of 40 square feet, with a maximum height of seven feet, and shall follow requirements of Article IX, Signs and Advertising Devices. P.O.S. signs placed on a menu sign shall not cause the menu sign to exceed these maximum standards.
- [iii] Menu signs and speaker boards shall be physically shielded from any public street and residential properties by landscaping or other means.
- [iv] Outdoor speakers shall be directed away from abutting properties.
- [h] Trash receptacles should be placed strategically within the drive-through layout to minimize litter on site.
- [i] Provide sufficient setbacks, buffer, and screening from residential or other abutting properties, including sound- and light-attenuating barriers when appropriate.

# **Attachment I**





## CITY OF GARDNER

**FIRE DEPARTMENT**  
70 CITY HALL AVENUE  
GARDNER, MA 01440-2671

**OFFICE OF FIRE CHIEF**  
**GREGORY F. LAGOY**

**(978) 632-1616 Ext. 5**  
**FAX (978) 630-4028**

March 28, 2023

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

Good afternoon Mr. Mayor,

After researching Fire Department Incident data, I have found the following regarding Motor Vehicle Accidents on Route 140/Green Street (#827 & up) from 2013 through 2023:

Total Fire Department responses for all types of MVA's - 191  
Of those, total number that were reported as having injuries - 125

If you would like any more information regarding this data, please feel free to contact me.

Respectfully,

Gregory F. Lagoy  
Fire Chief

# **Attachment J**

### Housing Units in Gardner Under Construction/Renovation

|                                                                 | Location               | Number of Housing Units                             |
|-----------------------------------------------------------------|------------------------|-----------------------------------------------------|
| Permitted/In Design                                             | 104-108 Main St        | 3                                                   |
|                                                                 | 104-108 Parker St.     | 4                                                   |
|                                                                 | 105-107 Washington St. | 5                                                   |
|                                                                 | 14 Greenwood St.       | 3                                                   |
|                                                                 | 14-24 Parker St        | 12                                                  |
|                                                                 | 147 Pleasant St.       | 4                                                   |
|                                                                 | 161-163 Washington St. | 6                                                   |
|                                                                 | 163-165 Pine St.       | 8                                                   |
|                                                                 | 183 Greenwood St.      | 3                                                   |
|                                                                 | 19 Franklin Ct.        | 6                                                   |
|                                                                 | 20 Rock St             | 2                                                   |
|                                                                 | 2-10 Parker St         | 18                                                  |
|                                                                 | 211 Sherman St.        | 3                                                   |
|                                                                 | 221 Regan St.          | 3                                                   |
|                                                                 | 25 Main St             | 14                                                  |
|                                                                 | 27 Oak Street          | 3                                                   |
|                                                                 | 280-320 Central Street | 24                                                  |
|                                                                 | 29-31 Franklin Ct.     | 7                                                   |
|                                                                 | 309 Central St         | 12                                                  |
|                                                                 | 31 Harvard St.         | 3                                                   |
|                                                                 | 315-317 Pleasant St.   | 7                                                   |
|                                                                 | 38 Baker St.           | 4                                                   |
|                                                                 | 40-46 Glenwood St      | 10                                                  |
|                                                                 | 42-52 Parker St        | 29                                                  |
|                                                                 | 45 Greenwood St.       | 7                                                   |
|                                                                 | 53 Monadnock St        | 1                                                   |
|                                                                 | 58 Osgood St           | 1                                                   |
|                                                                 | 64-66 Peabody St.      | 7                                                   |
|                                                                 | 66-68 Graham St        | 9                                                   |
|                                                                 | 74 Park St.            | 3                                                   |
|                                                                 | 171 Vernon St          | 3                                                   |
|                                                                 | 88-98 Main St.         | 13                                                  |
|                                                                 | 94 Pleasant St         | 3                                                   |
|                                                                 | 99 Main St.            | 4                                                   |
|                                                                 | Chelsea St Land        | 2                                                   |
| Sale Pending                                                    | School St School       | 30                                                  |
|                                                                 | 73 Stuart St           | 7                                                   |
| Based on Proposals Submitted                                    | Rear Main St           | 100                                                 |
|                                                                 | West Broadway          | 35                                                  |
|                                                                 | Prospect St School     | All Housing Proposals **<br>2 Multi Family Units ** |
|                                                                 | Leamy St               |                                                     |
| Pending PB/Zoning                                               | Clark St               | 90                                                  |
|                                                                 | 140 East               | 12                                                  |
| <b>TOTAL:</b>                                                   |                        | <b>520</b>                                          |
| ** Proposals not included in total due to still being evaluated |                        |                                                     |

# **Attachment K**



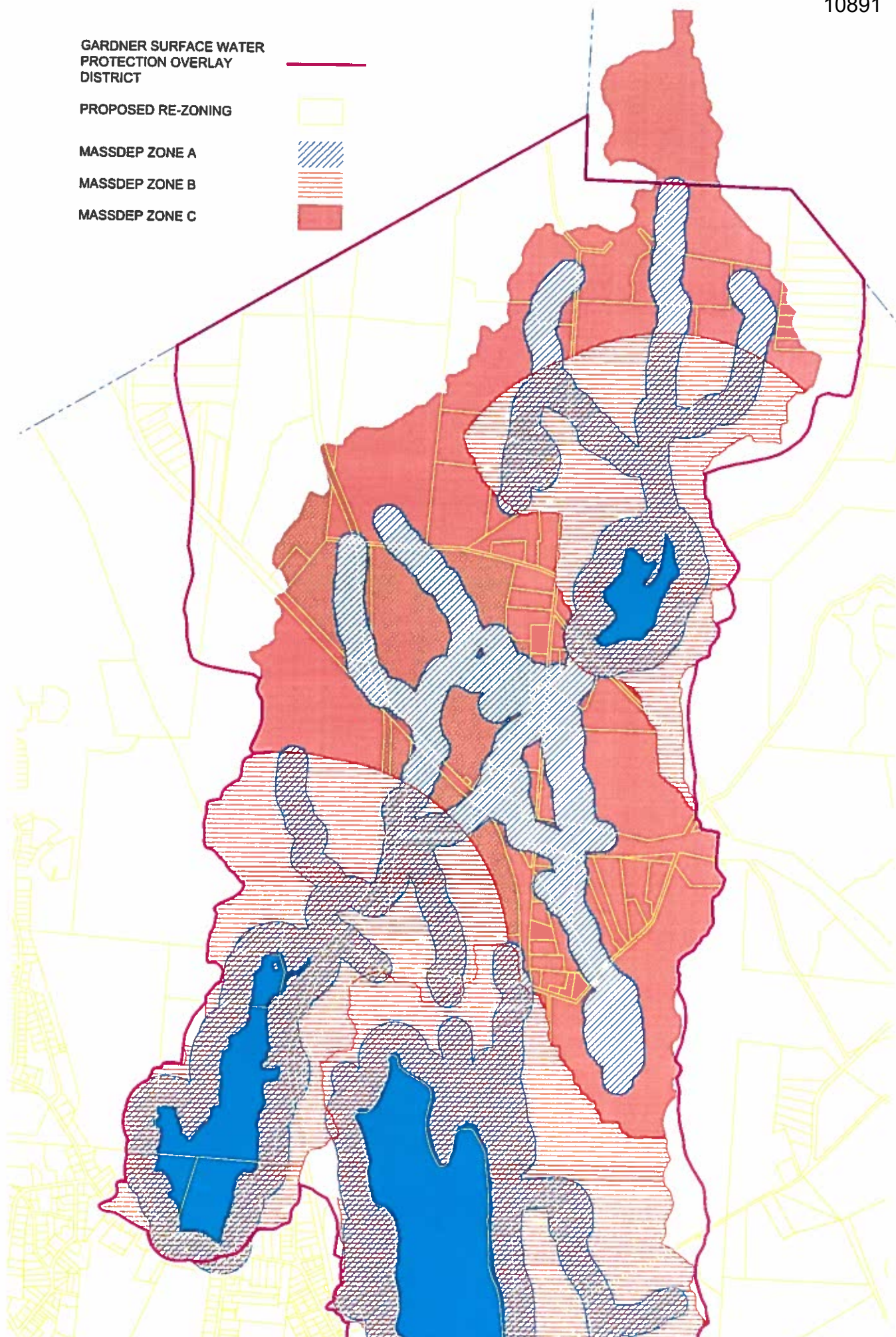
**GARDNER SURFACE WATER  
PROTECTION OVERLAY  
DISTRICT**

**PROPOSED RE-ZONING**

**MASSDEP ZONE A**

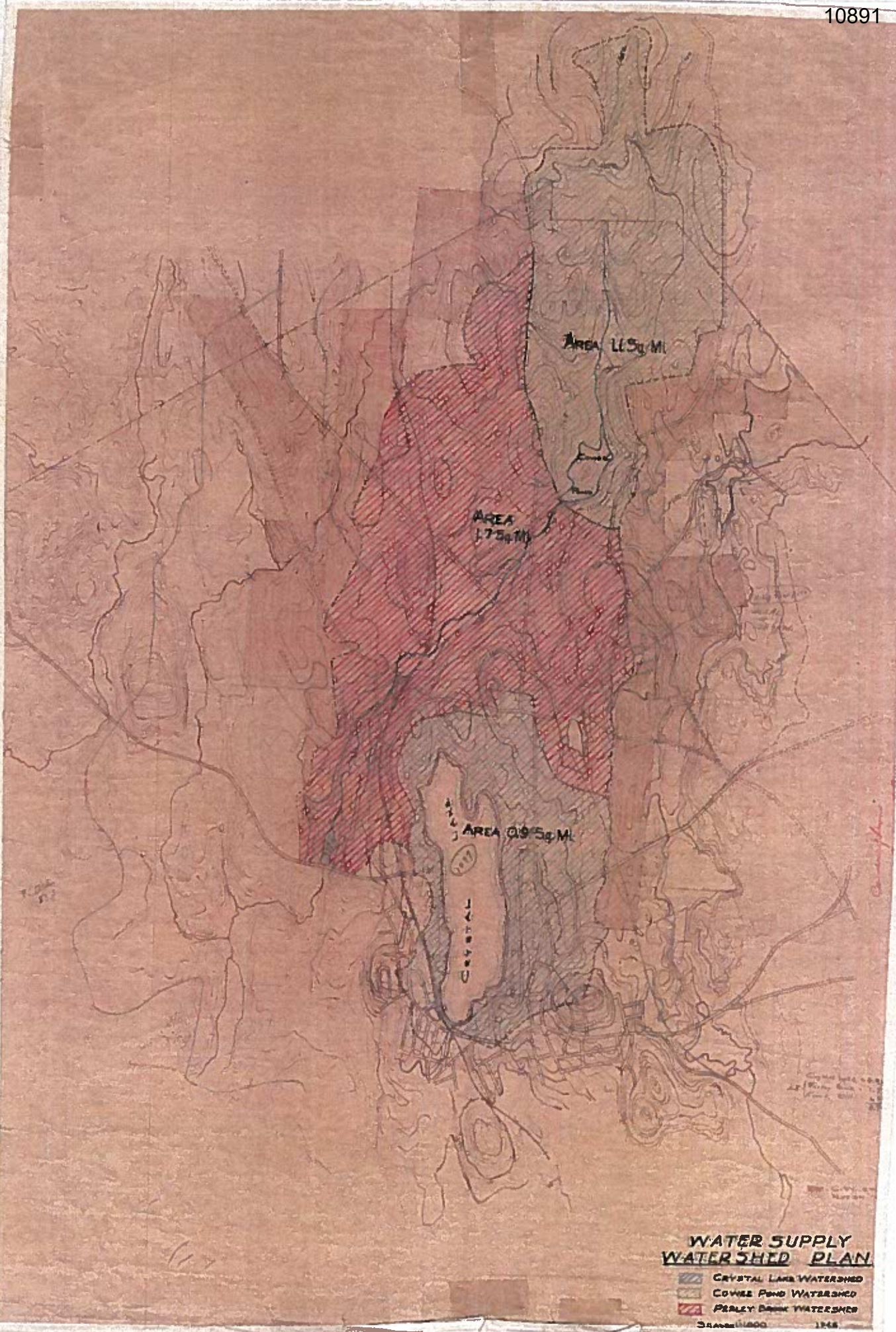
**MASSDEP ZONE B**

**MASSDEP ZONE C**



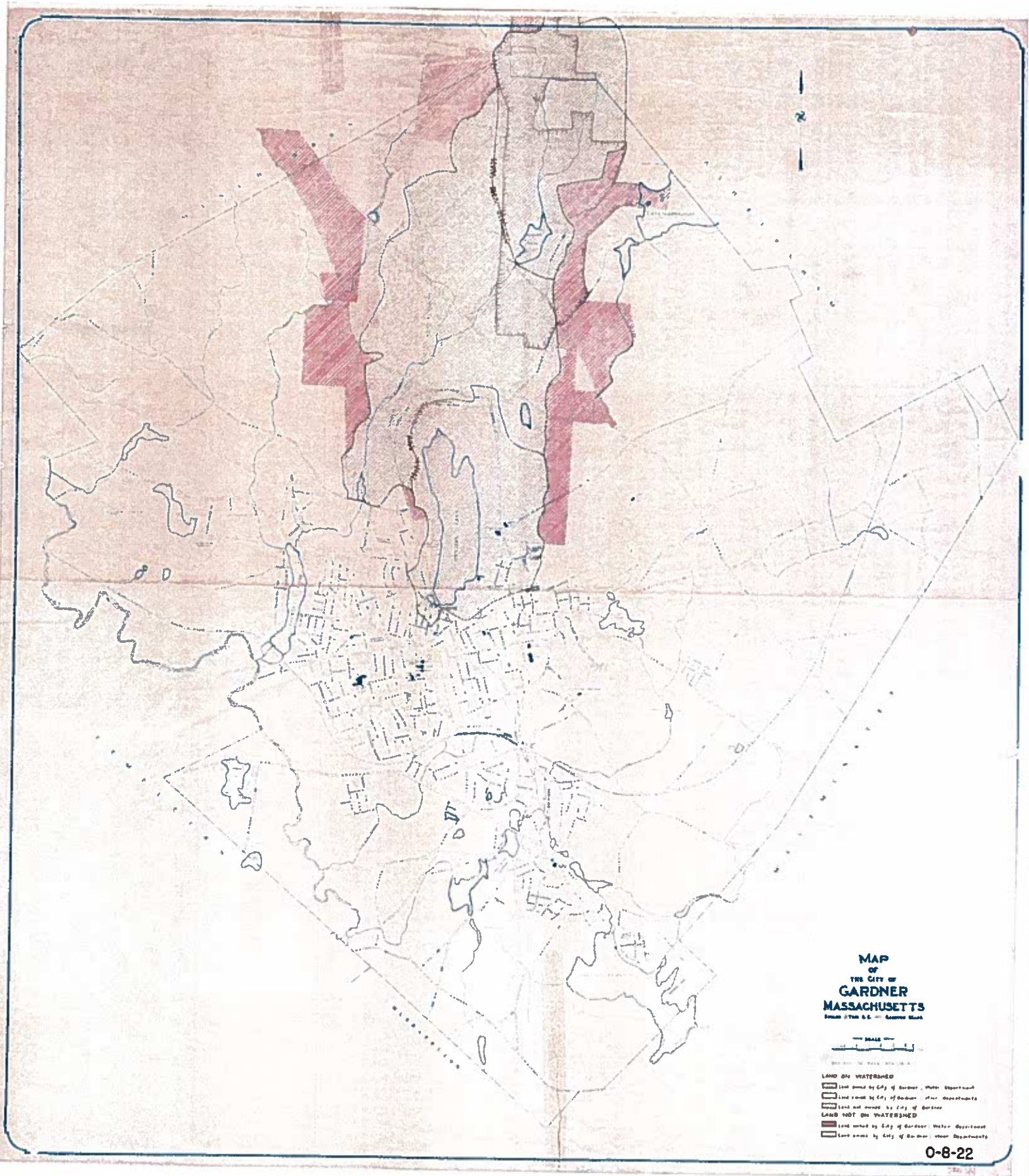


# **Attachment L**



# **Attachment M**





# **Attachment N**





# **Attachment O**



- (3) Multifamily dwellings.
- (4) Assisted living facilities.
- (5) Convenience retail.
- (6) Business or professional office.
- (7) Restaurant.
- (8) Office building.

**D. Density and dimensional requirements.**

- (1) The minimum common open space requirement of the overall tract in the RR2 shall be 30%, exclusive of areas located in floodplains and wetlands. In the COM2, IND1 and IND2, the minimum common open space requirement of the overall tract is 20%, exclusive of areas located in floodplains and wetlands.
- (2) Multifamily residential structures shall contain no more than eight units per building and shall be clustered to foster neighborhood connections. Residential density shall not exceed 20 units per acre, to be calculated exclusive of areas located in flood zones and wetlands.
- (3) The area developed for residential use shall not exceed 50% of the overall tract, exclusive of areas located in floodplains and wetlands.
- (4) Setbacks. Industrial uses shall be set back a minimum of 20 feet from commercial uses and 50 feet from residential uses. The Planning Board retains the authority to increase minimum setbacks at its discretion in the interest of safety, circulation, or other factors.
- (5) Maximum building height shall be 65 feet.

**E. Parking and other requirements.**

- (1) Parking shall be in accordance with those requirements set forth in § 675-750, Schedule of parking uses. The Planning Board may allow for shared use parking if the applicant can prove the specified parking demand will occur at different and offsetting times of day. The use of shared parking is encouraged to reduce impervious surfaces and enhance overall design of the development.
- (2) Proposed developments which include over 12 residential units shall require 20% of the overall number of units to be affordable to persons and families earning 80% or less of the area's median income, and these units shall remain affordable for a minimum period of 30 years.

**F. Site plan review.** All developments proposed for SGPUD shall undergo site plan review. For the convenience of the applicant, site plan review and applications for a special permit pursuant to this section shall be held concurrently. The applicant will be responsible for submitting a request and meeting all submission requirements concurrently in order to streamline notice and hearing requirements.

## **§ 675-550 Surface Water Protection Overlay District.**

**A. Purpose.** The purpose of the Surface Water Protection Overlay District is to:

- (1) Promote the health, safety, and general welfare of the community by ensuring an adequate quality and quantity of drinking water for the residents, institutions, and businesses;
- (2) Preserve and protect existing and potential sources of drinking water supplies;
- (3) Conserve the natural resources of the City; and
- (4) Prevent temporary and permanent contamination of the environment.

**B. Authority.** The Surface Water Protection Overlay Districts are adopted pursuant to authority provided by MGL c. 40A and the Home Rule Amendment, Article 89 of the Amendments to the Constitution of the commonwealth.

**C. Definitions.** For the purposes of this section, the following words and phrases shall be defined as follows. References to statutes and regulations shall be deemed a reference to such law or regulation as of the effective date of this section.

### **AUTOMOBILE GRAVEYARD AND JUNKYARD**

An establishment or place of business which is used, maintained, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts, as defined in MGL c. 140B, § 1.

### **CMR**

Code of Massachusetts Regulations.

### **COMMERCIAL FERTILIZER**

Any substance containing one or more recognized plant nutrients which is used for its plant nutrient content and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal and vegetable manures, marl, lime, limestone, wood ashes, and gypsum, as defined in MGL c. 128, § 64.

Massachusetts Department of Environmental Protection.

**HAZARDOUS MATERIAL**

Any substance or mixture of physical, chemical, or infectious characteristics posing a significant, actual, or potential hazard to water supplies or other hazards to human health if such substance or mixture were discharged to land or water. Hazardous materials include, without limitation, synthetic organic chemicals, petroleum products, heavy metals, radioactive or infectious wastes, acids and alkalis, solvents and thinners in quantities greater than normal household use, and all substances defined as hazardous or toxic under MGL c. 21C and 21E and 310 CMR 30.00.

**HAZARDOUS WASTE**

Any waste defined in the Massachusetts Hazardous Waste Regulations, 310 CMR 30.010. This includes, but is not limited to, waste oil, waste solvents, waste oil-based paint and waste pesticides.

**IMPERVIOUS SURFACE**

Material or structure on, above, or below the ground that does not allow precipitation or surface water to penetrate directly into the soil.

**LANDFILL**

A facility established in accordance with a valid site assignment for the purposes of disposing solid waste into or on the land, pursuant to 310 CMR 19.006.

**MGL**

Massachusetts General Laws.

**NONSANITARY WASTEWATER**

Wastewater discharges from industrial and commercial facilities containing wastes from any activity other than collection of sanitary sewage, including but not limited to activities specified in the Standard Industrial Classification (SIC) codes set forth in 310 CMR 15.004(6).

**OPEN DUMP**

A facility operated or maintained in violation of the Resource Conservation and Recovery Act [42 U.S.C. § 4004(a) and (b)], 42 U.S.C. § 6901 et seq., or state regulations and criteria for solid waste disposal.

**PETROLEUM PRODUCT**

Petroleum or petroleum by-product, including but not limited to fuel oil, gasoline, diesel, kerosene, aviation jet fuel, aviation gasoline, lubricating oils, oily sludge, oil refuse, oil mixed with other wastes, crude oils, or other liquid hydrocarbons regardless of specific gravity. "Petroleum product" shall not include liquefied petroleum gas, including but not limited to liquefied natural gas, propane or butane.

**POTENTIAL DRINKING WATER SOURCES**

Areas that could provide significant potable water in the future.

**RECHARGE AREAS**

Areas that collect precipitation or surface water and carry it to aquifers. Recharge areas include DEP-approved Zone I, Zone II, or Zone III areas.

**SEPTAGE**

The liquid, solid, and semisolid contents of privies, chemical toilets, cesspools, holding tanks, or other sewage waste receptacles. "Septage" does not include any material that is a hazardous waste as defined by 310 CMR 30.000.

**SLUDGE**

The solid, semisolid, and liquid residue that results from a process of wastewater treatment or drinking water treatment. "Sludge" does not include grit, screening, or grease and oil which are removed at the headworks of a facility.

**SURFACE WATER PROTECTION OVERLAY DISTRICT**

Those land areas designated on a map adopted pursuant to this section that provide recharge to an existing or planned public drinking water supply well. The Surface Water Protection District includes all areas designated as a Zone A and Zone B as approved by the DEP and Zone C+.

**TREATMENT WORKS**

Any and all devices, processes and properties, real or personal, used in the collection, pumping, transmission, storage, treatment, disposal, recycling, reclamation, or reuse of waterborne pollutants, but not including any works receiving a hazardous waste from off the site of the works for the purpose of treatment, storage, or disposal.

**VERY SMALL QUANTITY GENERATOR**

Any public or private entity, other than residential, which produces less than 27 gallons (100 kilograms) a month of hazardous waste or waste oil, but not including any acutely hazardous waste as defined in 310 CMR 30.136.

**WASTE OIL RETENTION FACILITY**

A waste oil collection facility for automobile service stations, retail outlets, and marinas which is sheltered and has adequate protection to contain a spill, seepage, or discharge of petroleum waste products in accordance with MGL c. 21, § 52A.

#### **ZONE A**

The land area between the surface water source and the upper boundary of the bank, and the land area within a 400-foot lateral distance from the upper boundary of the bank of a Class A surface water source, as defined in 314 CMR 4.05(3)(a), and the land area within a 200-foot lateral distance from the upper boundary of the bank of a tributary or associated surface water body.

#### **ZONE B**

The land area within 1/2 mile of the upper boundary of the bank of a Class A surface water source, as defined in 314 CMR 4.05(3)(a), or edge of watershed, whichever is less. However, Zone B shall always include the land area within a 400-foot lateral distance from the upper boundary of the bank of the Class A surface water source.

#### **ZONE C+**

The land area not within Zone A and Zone B delineated on a map titled "City of Gardner Water Supply Protection Districts" prepared by the Engineering Department, dated revised January 5, 2011.

- D. Establishment of districts. The Surface Water Protection Overlay Districts, which consist of Zone A, Zone B and Zone C+, are herein established as overlay districts. These districts are described on a map titled "City of Gardner Water Supply Protection Districts," prepared for the Gardner Engineering Department, dated revised January 5, 2011. The map is on file in the office of the City Engineer. Said map is hereby incorporated as part of the Zoning Map of Gardner, Massachusetts, on file in the City Clerk's office.
- E. Boundary disputes.
  - (1) Resolution of boundary disputes. If the location of the district boundary in relation to a particular parcel is in doubt, resolution of boundary disputes shall be through a special permit application to the Planning Board as special permit granting authority (SPGA). Any application for a special permit for this purpose shall be accompanied by adequate documentation.
  - (2) Burden of proof. The burden of proof shall be upon the owner(s) of the land to demonstrate that the location of the district boundary with respect to a parcel(s) of land is uncertain. At the request of the owner(s), the SPGA may engage a professional engineer or land surveyor or other qualified expert to determine more accurately the boundaries of the district with respect to individual parcels of land and may charge the owner(s) for the cost of the investigation.
  - (3) Lot divided by district line. Where the boundary line of the Surface Water Protection Overlay District divides a lot or parcel, the requirements established by this section shall apply only to the portion of the lot or parcel located within the district.
  - (4) Amendment of map. Amendments to the map of the Surface Water Protection Overlay District require City Council approval.
- F. Use regulations. The Surface Water Protection Overlay Districts are overlay districts superimposed over the underlying districts set forth in this chapter. Within a Surface Water Protection Overlay District, the requirements of the underlying district continue to apply, except where the requirements of the Surface Water Protection Overlay District are more stringent.
  - (1) Prohibited uses in Zones A, B and C+. The following uses are prohibited within Zone A, Zone B and Zone C+ of the Surface Water Protection Overlay District:
    - (a) Facilities that, through their acts or processes, generate, treat, store or dispose of hazardous waste that is subject to MGL c. 21C and 310 CMR 30.000, except for the following:
      - [1] Very small quantity generators, as defined by 310 CMR 30.000; and
      - [2] Treatment works approved by the Department designed in accordance with 314 CMR 5.00 for the treatment of contaminated groundwater or surface water.
    - (b) Uncovered or uncontained storage of fertilizers.
    - (c) Uncovered or uncontained storage of road or parking lot de-icing and sanding materials.
    - (d) Storage or disposal of snow or ice, removed from highways and streets, outside of Zone A, that contains de-icing chemicals.
    - (e) Uncovered or uncontained storage of manure.
    - (f) Junk and salvage operations.
    - (g) Aboveground storage of liquid hazardous material, as defined in MGL c. 21E, or liquid propane or liquid petroleum products, except as follows:
      - [1] The storage is incidental to normal household use, outdoor maintenance, or the heating of a structure; use of emergency generators; or a response action conducted or performed in accordance with MGL c.



21E and 310 CMR 40.000 and which is exempt from a groundwater discharge permit pursuant to 314 CMR 5.05(14); and

- [2] The storage is either in a container(s) or aboveground tank(s) within a building or outdoors in a covered container(s) or aboveground tank(s) in an area that has a containment system designed and operated to hold either 10% of the total possible storage capacity of all containers or 110% of the largest container's storage capacity, whichever is greater. However, these storage requirements do not apply to the replacement of existing tanks or systems for the keeping, dispensing or storing of gasoline, provided that the replacement is performed in accordance with applicable state and local requirements.

(h) Treatment or disposal works subject to 314 CMR 3.00 or 5.00, except the following:

- [1] The replacement or repair of an existing treatment or disposal works that will not result in a design capacity greater than the design capacity of the existing treatment or disposal works;
- [2] Treatment or disposal works for sanitary sewage if necessary to treat existing sanitary sewage discharges in noncompliance with 310 CMR 15.000, the State Environmental Code, Title 5: Standard Requirements for the Siting, Construction, Inspection, Upgrade and Expansion of On-Site Sewage Treatment and Disposal Systems and for the Transport and Disposal of Septage, provided that the facility owner demonstrates to the Department's satisfaction that there are no feasible siting locations outside of Zone A. Any such facility shall be permitted in accordance with 314 CMR 5.00 and shall be required to disinfect the effluent. The Department may also require the facility to provide a higher level of treatment prior to discharge;
- [3] Treatment works approved by the DEP designed for the treatment of contaminated groundwater or surface water and operated in compliance with 314 CMR 5.05(3) or (13); and
- [4] Discharge by a public water system of waters incidental to water treatment processes.

(2) Uses prohibited in Zone A but allowed by special permit in Zone B and C+:

- (a) Sand and gravel excavation operations;
- (b) Motor vehicle repair operations;
- (c) Cemeteries (human and animal) and mausoleums;
- (d) Solid waste combustion facilities or handling facilities as defined at 310 CMR 16.00;
- (e) Land uses that result in the rendering impervious of more than 15%, or more than 20% with artificial recharge, or 2,500 square feet of any lot, whichever is greater;
- (f) Commercial outdoor washing of vehicles and commercial car washes; and
- (g) All underground storage tanks.

G. Special permit procedures.

- (1) Special permit granting authority. The special permit granting authority (SPGA) shall be the Planning Board. A special permit may be granted if the SPGA determines that the intent of this section as well as the specific criteria set forth in this Subsection G are met. In making such determination, the SPGA shall consider the simplicity, reliability, and feasibility of the control measures proposed and the degree of threat to surface water quality which would result if the control measures failed.
- (2) Rules and regulations. The Planning Board may adopt and from time to time amend rules and regulations which shall prescribe the size, form, content, and style of the plans and procedures for submission and approval of such special permit. These rules and regulations shall be filed with the City Clerk.
- (3) Review by other boards and officials. Whenever an application for a special permit is filed with the Planning Board under this section, said Board shall transmit, within six working days of the filing of the completed application, copies of the application, accompanying site plan, and other documentation to the Board of Health, Conservation Commission, Building Commissioner, Director of Public Works, Fire Chief, and the City Engineer for their consideration, review, and report. The copies necessary to fulfill this requirement shall be furnished by the applicant. An application shall not be deemed complete until all copies of required information and documentation have been filed with the Planning Board. The Planning Board shall notify applicants by registered mail, within 14 days of submittal, of incomplete application status, and the applicant shall have 14 days from the mailing of such notice to complete an application. Failure to complete an application within such time shall result in a return of all materials to the applicant, without prejudice. Reports from other boards and officials shall be submitted to the Planning Board by the date of the public hearing, but in any case, within 35 days of receipt of the reviewing party of all the required materials; failure of these reviewing parties to make recommendations after having received copies of all such required materials shall be deemed a lack of opposition thereto. If the public hearing by the Planning Board is held prior to the expiration of the thirty-five-day period, the Planning Board shall continue the public hearing to permit the formal submission of reports and recommendations within that thirty-five-day period. The decision/findings of the Planning Board shall contain, in writing, an explanation for any departures from the recommendations of any reviewing party.

- (4) Submittals. All applications for special permits shall contain the information listed below, unless waived or modified by the SPGA, with reasons therefor:

- (a) A site plan, submitted on twenty-four-inch-by-thirty-six-inch sheets, on a minimum scale of one-inch equals 40 feet, and prepared by a registered professional engineer and a registered land surveyor. Site plans submitted under this section shall also include the following:

- [1] All property lines;
- [2] All adjacent public streets;
- [3] All existing and proposed buildings, structures, parking areas, and service areas;
- [4] All facilities for sewage, refuse, and other waste disposal;
- [5] Facilities for surface water drainage, both temporary and permanent;
- [6] Future expansion areas;
- [7] Provisions to prevent contamination of surface water by petroleum products;
- [8] Drainage recharge features and provisions to prevent loss of recharge;
- [9] Provisions to prevent soil compaction;
- [10] Provisions to prevent seepage from sewer pipes;
- [11] Location of wetlands, streams, water bodies and floodplain;
- [12] Existing drainage patterns;
- [13] Existing woodlands;
- [14] Areas having slopes exceeding 15%;
- [15] Areas to be disturbed by construction;
- [16] Areas where earth and other materials subject to erosion will be temporarily stockpiled;
- [17] Areas to be used for disposal or storage of construction debris, stones, stumps, etc., if within the district;
- [18] Temporary and permanent erosion control measures planned, such as sediment basins, stormwater basins, diversion, riprap, stabilization seeding, etc.;
- [19] Temporary work roads to be used during projects;
- [20] Location and size of septic system; and
- [21] Method to contain spillage in fuel filling areas.

- (b) A storm drainage plan showing:

- [1] Locations of drains and culverts and names of streams, rivers, ponds or reservoirs in the City into which they flow;
- [2] Discharge peaks and expected velocities at drain or culvert outlets;
- [3] Conditions above and below outlets and expected flow velocities;
- [4] Supporting computations for the above; and
- [5] A grading plan showing existing topography and planned grade along existing and/or proposed street or highway profiles.

- (c) A siltation and sedimentation control plan, including:

- [1] Sediment and erosion control structures such as diversions, waterways, slope stabilization structures, sediment basins, etc., in sufficient detail to implement their installation, together with referred standards for soil erosion and sediment as appropriate, and design calculations as required for each structure;
- [2] Seeding and/or sodding requirements for all exposed areas, including seedbed preparation, seed mixtures, lime, fertilizer and mulching requirements with referenced standards;
- [3] Schedule or sequence of operation with starting dates for clearing and/or grading, timing for storm drain and culvert installation, duration of exposure of soils and critical area stabilizations, both temporary and permanent. Indicate date when critical areas stabilization, paving, seeding, mulching, or sodding is to be completed; and
- [4] General notes for sediment control that spell out the procedures for implementing the plan.

- (d) The technical reference to be used to prepare and review site plans is "Guidelines for Soil and Water Conservation in Urbanizing Areas of Massachusetts," United States Department of Agriculture, Soil Conservation Service, Amherst, Massachusetts. Specific guidelines to be used include, but are not limited to:

- [1] Limit grading to only those areas actively undergoing current construction;
- [2] The smallest practical area of land should be exposed at one time during development;
- [3] Limit the length of time graded areas are exposed;
- [4] Provide temporary or permanent stabilization of disturbed areas at the earliest opportunity. Limit exposure to less than 60 days;
- [5] Retain and protect as much of the natural vegetation as possible;
- [6] Permanent improvements such as streets, utilities, storm sewers, vegetated waterways, and other features of the development should be scheduled for installation to the greatest extent possible before removing the vegetative cover from an area scheduled for building construction;
- [7] Protect all fill slopes and cut slopes exceeding five feet in height from storm runoff through the use of diversion berms, drop chutes and other acceptable means;
- [8] Rough-graded rights-of-way awaiting installation of utilities and/or pavement should be protected by the installation of interceptor berms across the right-of-way to reduce the length of slope between berms to not more than 250 feet; and
- [9] On sites where the above procedures are impractical or not acceptable, where the topography permits, install sediment basins, desilting basins, or silt traps to remove sediment from runoff waters.

- (e) A narrative statement detailing all the information set forth below, if applicable:

- [1] A complete list of all chemicals, pesticides, fuels, or other potentially hazardous materials, including but not limited to road salt or de-icing chemicals, manure, and fertilizers or soil conditioners, to be used or stored on the premises in quantities greater than associated with normal household use, accompanied by a description of the measures proposed to protect all storage containers from vandalism, corrosion, and leakage and to provide for control of spills.
- [2] A description of all potentially hazardous wastes to be generated in quantities greater than associated with normal household use, accompanied by a description of the measures proposed to protect all waste storage containers from vandalism, corrosion, and leakage and to provide for control of spills.
- [3] For underground or aboveground storage of hazardous materials, certification by a registered professional engineer that such storage facilities or containers are:
  - [a] In compliance with all applicable federal or state regulations;
  - [b] In compliance with design specifications, as prepared by a registered professional engineer; and
  - [c] Designed with secondary containment adequate to contain a spill the size of the container's total storage capacity.
- [4] For any proposed activity on a lot which will render more than 15% of the total lot area or more than 2,500 square feet impervious, a system for groundwater recharge must be provided that does not degrade surface water quality, by stormwater infiltration basins or similar system covered with natural vegetation. Dry wells shall be used only where other methods are infeasible. Such basins and wells shall be preceded by oil, grease and sediment traps to facilitate removal of contaminants.
- [5] For stockpiling or disposal of snow from outside the district, earthmoving and alteration, storage of sludge or septage, manure storage, treatment works, and/or discharge of process wastewater, a narrative statement, prepared by a registered professional engineer, assessing the impacts, if any, of the proposed activity on surface water and surface water quality on the premises, adjacent to the premises, and on any well field(s) down gradient from the proposed activity or use, accompanied by a description of the measures proposed to protect such well fields.

#### H. Decision.

- (1) Special permits shall be granted only if the SPGA determines, after reviewing the recommendations of the reviewing parties delineated in Subsection G(3), that:
  - (a) Surface water quality resulting from on-site wastewater disposal or other operations on site shall not fall below the more restrictive of federal or state standards for drinking water or, if existing surface water quality is already below those standards, on-site disposal or operations shall result in no further deterioration; and
  - (b) Activities shall be designed to avoid substantial disturbance of the soils, topography, drainage, vegetation, and other water-related natural characteristics of the site to be developed.
- (2) Powers of the SPGA. The Planning Board may approve, approve with conditions, or deny an application for a special permit that is governed, in any manner, by the provisions of this section.

- (3) No variance. There shall be no variances granted from the regulations of the Surface Water Protection Overlay District without a written advisory report from the Gardner Board of Health.

**I. Miscellaneous provisions.**

- (1) Relation to Groundwater Protection Overlay Districts. In those instances where a surface water supply is located near a groundwater well, the Zone A, Zone B and Zone C+ established herein and the Zone II established to protect the wellhead in § 675-520 may overlap one another. In such cases of overlap, the more stringent regulation shall apply.
- (2) Notice of enforcement. Written notice of any violations of this section shall be given by the Building Commissioner to the responsible person as soon as possible after detection of a violation or a continuing violation. Notice to the assessed owner of the property shall be deemed notice to the responsible person. Such notice shall specify the requirement or restriction violated and the nature of the violation and may also identify the actions necessary to remove or remedy the violations and preventive measures required for avoiding future violations and a schedule of compliance. A copy of such notice shall be submitted to the Planning Board, Board of Health, Conservation Commission, City Engineer, Department of Public Works, and the Water Department.
- (3) Costs. The cost of containment, cleanup, or other action of compliance shall be borne by the owner and operator of the premises.

**§ 675-560 Large-Scale Ground-Mounted Solar Photovoltaic Overlay District.**

**A. Purpose and applicability.**

- (1) The purpose of this section is to promote the creation of new large-scale ground-mounted solar photovoltaic installations by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety and minimize impacts on scenic, natural and historic resources and to provide adequate financial assurance for the eventual decommissioning of such installations.
- (2) The provisions set forth in this section shall apply to the construction, operation and/or repair of large-scale ground-mounted solar photovoltaic installations.
- (3) This section applies to large-scale ground-mounted solar photovoltaic installations proposed to be constructed after the effective date of this section. This section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment.

- B. Designation of overlay locations.** The overlay locations designated by Gardner City Council, in accordance with MGL c. 40A, § 5, where ground-mounted large-scale solar photovoltaic installations may be sited as of right. Said overlay locations are shown on the Zoning Map of Gardner, Massachusetts, pursuant to MGL c. 40A, § 4. This map is hereby made a part of this chapter and is on file in the office of the City Clerk.

- C. Definitions.** As used in this section, the following terms shall have the meanings indicated:

**AS-OF-RIGHT SITING**

Development may proceed without the need for a special permit, variance, amendment, waiver, or other discretionary approval. As-of-right development shall be subject to site plan review to determine conformance with local zoning ordinances. Projects cannot be prohibited but can be reasonably regulated by the Building Commissioner and/or person designated by the Planning Board.

**LARGE-SCALE GROUND-MOUNTED SOLAR PHOTOVOLTAIC INSTALLATION**

A solar photovoltaic system that is structurally mounted on the ground and is not roof mounted and has a minimum nameplate capacity of 250 kW DC.

**ON-SITE SOLAR PHOTOVOLTAIC INSTALLATION**

A solar photovoltaic installation that is constructed at a location where other uses of the underlying property occur.

**RATED NAMEPLATE CAPACITY**

The maximum rated output of electric power production of the photovoltaic system in direct current (DC).

**SITE PLAN REVIEW**

Review by the Planning Board pursuant to § 675-1010 of this chapter.

**SOLAR PHOTOVOLTAIC ARRAY**

An arrangement of solar photovoltaic panels.

- D. General requirements for all large-scale solar power generation installations.** The following requirements are common to all solar photovoltaic installations to be sited in designated overlay locations:

- (1) Compliance with laws, ordinances and regulations. The construction and operation of all large-scale solar photovoltaic installations shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a solar photovoltaic installation shall be constructed in accordance with the State Building Code.

# **Attachment P**



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## Section 5      **INVENTORY OF LANDS**

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### A) OVERVIEW

For the purpose of this report, Open Space is defined as any substantially undeveloped property with conservation or recreation interest whether owned by a public entity, non-profit, or private party. Property intended primarily for recreation, whether developed or undeveloped and whether or not it includes open space (ex – Greenwood Pool) is included in the inventory.

Protected and unprotected properties are included and identified. A protected open space and recreation property has provision to reduce the risk of destruction or degradation on the property. Unprotected properties lack those provisions and are therefore more vulnerable to loss or conversion to non-open space and recreation uses.

Properties can experience various degrees of protection and by several methods:

- Private lands can be protected in perpetuity or for a specified time through deed restrictions or conservation easements.
- Lands under special taxation programs (Chapter 61, 61A, or 61B) are actively managed by their owners for forestry, agricultural, horticultural, or recreational use. These lands have limited protection.
- Lands acquired for watershed and aquifer protection are usually permanently protected open space.
- Public recreation and conservation lands may be permanently protected open space, provided they have been dedicated to such use by deed.
- Municipal properties may be protected via a City Council vote to acquire them as protected properties.
- Private, public, and non-profit conservation and recreation lands are protected under Article 97 of the Articles of Amendment to the State Constitution.

### B) LANDS OF CONSERVATION INTEREST

The primary objective of this section is to consider all valuable open land and identify those parcels that are protected open space, and those that are not protected and therefore vulnerable to some type of development. The vulnerable open space parcels are then prioritized to direct future preservation activities by the City, State and private conservation groups.

# **Attachment Q**

hereby acknowledged, do hereby assign, transfer and set over unto the said James W. Brooke, the said mortgage deed, the real estate thereby conveyed, and the note and claim thereby secured. To have and to hold

the same to the said James W. Brooke and his heirs and assigns, to their own use and behoof forever; subject nevertheless to the conditions therein contained and to redemption according to law. I witness whereof

I hereto set my hand and seal this 11<sup>th</sup> day of January A. D. 1888. Sarah J. Stowell (seal)

Signed and sealed Commonwealth of Massachusetts.  
in presence of } Worcester, ss. January 11, 1888.

W. A. Farnsworth }  
M. A. Farnsworth } Then personally appeared the above  
named Sarah J. Stowell and acknowledged the foregoing instrument to be her free act and deed.

Before me, Samuel Utley, Justice of the Peace.  
Rec<sup>d</sup> May 11<sup>th</sup> 1888 at 8 A. M. Ent<sup>d</sup> & Exp<sup>d</sup> By *Mary R. Miller Reg<sup>r</sup>*

Richardson to Charles F. Know all men by these presents that I, Charles F. Richardson of Gardner in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Dollar paid by the Inhabitants of the Town of Gardner in their corporate capacity, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Inhabitants in their said capacity a certain tract of land situated in the centre of Gardner and being the same described in a deed dated February 7<sup>th</sup> A. D. 1888 and with Worcester District Deeds, Book 1263, Page 349.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Inhabitants in said capacity and its successors and assigns, to their own use and behoof forever. And I do hereby, for myself and my heirs, executors and administrators covenant with the said grantee and their successors and assigns that the granted premises are free from all incumbrances made or suffered by me, and that I will and my heirs, executors and administrators shall warrant and defend the

same to the said grantee and his heirs and assigns for-  
ever against the lawful claims and demands of all  
persons claiming by, through or under me but against  
none other. And for the consideration aforesaid I, Emma  
F. Richardson, wife of said Charles F. Richardson, do  
hereby release unto the said grantee and their success-  
ors and assigns all right of or to both dower and home-  
stead in the granted premises. In witness where-

of us, the said Charles F. and Emma F. Richardson here-  
unto set our hands and seals this Eighth day of May  
in the year one thousand eight hundred and eighty eight.  
Signed, sealed and delivered, Charles F. Richardson (seal)  
in presence of } Emma F. Richardson (seal)  
Commonwealth of Massachu-

setts, Worcester, ss. May 10<sup>th</sup> 1888. Then personally ap-  
peared the above-named Charles F. Richardson, and  
acknowledged the foregoing instrument to be his free  
act and deed.

Before me, James A. Stiles, Justice of the Peace.  
Rec'd May 11<sup>th</sup> 1888 at 8 A.M. Ent'd & Ex'd by Murray B. Miller Jg<sup>r</sup>

Fayerweather John A. &c.

to  
Woburn Inhabitants  
(Stamp  
Not cancelled)

Know all men by these presents that  
we, John A. Fayerweather, Wm M. Child & D. M. Hemenway  
all of Woburn in the County of Worcester and State  
of Massachusetts, in consideration of One Dollar to us  
paid by the Inhabitants of the Town of Woburn aforesaid,  
the receipt whereof is hereby acknowledged, do hereby  
give, grant, bargain, sell and convey unto the said  
Inhabitants of the Town of Woburn, the right to enter  
a pipe into the well situated on the land of said  
Fayerweather, Child & Hemenway, which said land  
is located on the corner of Milk and Phillips Streets  
in said Woburn and also the right to lay the pipe  
under ground from said well to or across said Phil-  
lips Street as may be desired by said Inhabitants, and  
also the right to draw water from said well through  
said pipe at any and all times when needed for the  
purpose of extinguishing fires and fire purposes, also  
the right to enter upon the premises of said grantors  
and repair said pipe whenever requisite. Said pipe may

# **Attachment R**



2701

90891

the mortgagee shall have the statutory power of sale.  
 I N W I T N E S S W H E R E O F 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

Samuel Seder Justice of the Peace

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 Stock-  
 holders and Directors.

On motion duly made and seconded it was V O T E D that the Treasur-  
 or 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:

Attest: Philip Rosenberg Clerk

Rec'd July 30, 1937 at 4h. 31m. P. M. Ent'd & Ex'd

\* \* \* \* \*

I, Harriet G. Heywood, of Gardner, Worcester County, Massachu-  
 setts, 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 fol-  
 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.

Heywood

to

City of Gardner

1-\$2.00 Stamp  
 Cancelled

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. 60 1/4° W. by said Brown land on  
 the wall to a corner of the wall at land of Artemas Coolidge; thence N.  
 27 1/4° E. by said Coolidge land 7 rods 5 links to a corner; thence N.  
 78 1/2° E. 5 rods; thence N. 87 1/2° 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 2840, Page 356.

Subject to five-twelfths of the taxes due the City of Gardner for the  
 year 1937.

W I T N E S S my hand and seal this 29th day of July 1937.

Harriet G. Heywood (seal)

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

\* \* \* \* \*

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:

Heywood Farm, Inc.

to

City of Gardner

Tract 1. A certain tract of land situated in the northerly part of

# **Attachment S**

| MBLU | Block | Lot | Owner Full Name | Co-Owner Full Name      | Location         | LUC  | Total Value | Address Line 1         | City    | State | Zip   |
|------|-------|-----|-----------------|-------------------------|------------------|------|-------------|------------------------|---------|-------|-------|
| H32  | 16    | 4   | CITY OF GARDNER | CEMETARY DEPT           | 850 WEST ST      | 9300 | 575,000     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 10    | 10  | CITY OF GARDNER | CITY HALL               | 95 PLEASANT ST   | 9311 | 5,760,200   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| H17  | 15    | 1   | CITY OF GARDNER | CONSERVATION COMMISSION | AIRPORT RD       | 9300 | 59,200      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| H37  | 23    | 35  | CITY OF GARDNER | CONSERVATION COMMISSION | CLARK ST         | 9320 | 256,000     | 115 PLEASANT ST        | GARDNER | MA    | 01440 |
| H37  | 23    | 36  | CITY OF GARDNER | CONSERVATION COMMISSION | CLARK ST         | 9320 | 2,200       | 95 PLEASANT ST         | GARDNER | MA    | 01440 |
| H37  | 25    | 13  | CITY OF GARDNER | CONSERVATION COMMISSION | LEO DR           | 9300 | 7,300       | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| H37  | 25    | 11A | CITY OF GARDNER | CONSERVATION COMMISSION | LEO DR           | 9300 | 7,300       | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| H42  | 11    | 2   | CITY OF GARDNER | CONSERVATION COMMISSION | HOWARD ST        | 9320 | 365,100     | 95 PLEASANT ST         | GARDNER | MA    | 01440 |
| M17  | 23    | 1   | CITY OF GARDNER | CONSERVATION COMMISSION | KINZER DR        | 9300 | 77,400      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M47  | 24    | 9   | CITY OF GARDNER | CONSERVATION COMMISSION | GREEN ST         | 9320 | 130,500     | 95 PLEASANT ST         | GARDNER | MA    | 01440 |
| W22  | 4     | 7   | CITY OF GARDNER | CONSERVATION COMMISSION | FOSTER CT        | 9320 | 12,100      | 115 PLEASANT ST RM 202 | GARDNER | MA    | 01440 |
| W22  | 8     | 1   | CITY OF GARDNER | CONSERVATION COMMISSION | BETTY SPRING RD  | 9320 | 6,700       | 115 PLEASANT ST RM 202 | GARDNER | MA    | 01440 |
| W22  | 8     | 2   | CITY OF GARDNER | CONSERVATION COMMISSION | BETTY SPRING RD  | 9320 | 6,500       | 115 PLEASANT ST RM 202 | GARDNER | MA    | 01440 |
| W22  | 8     | 3   | CITY OF GARDNER | CONSERVATION COMMISSION | BETTY SPRING RD  | 9320 | 6,800       | 115 PLEASANT ST RM 202 | GARDNER | MA    | 01440 |
| W22  | 9     | 8   | CITY OF GARDNER | CONSERVATION COMMISSION | BETTY SPRING RD  | 9320 | 6,100       | 115 PLEASANT ST RM 202 | GARDNER | MA    | 01440 |
| M22  | 2     | 40  | CITY OF GARDNER | DAY CARE CENTER         | 52-68 COLEMAN ST | 9311 | 958,100     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| H37  | 9     | 13A | CITY OF GARDNER | DEPARTMENT OF PUBLIC    | LEO DR           | 9300 | 106,400     | 95 PLEASANT ST RM 125  | GARDNER | MA    | 01440 |
| H37  | 23    | 40  | CITY OF GARDNER | DEPT OF PUBLIC WORKS    | LEO DR           | 9300 | 27,500      | 95 PLEASANT ST RM 125  | GARDNER | MA    | 01440 |
| R22  | 3     | 26  | CITY OF GARDNER | ELM ST SCHOOL           | 160 ELM ST       | 9341 | 11,194,200  | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 10    | 5   | CITY OF GARDNER | FIRE STATION            | 70 CITY HALL AVE | 9351 | 1,563,400   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R12  | 4     | 5   | CITY OF GARDNER | FIRE STATION            | 61 E BROADWAY    | 9351 | 409,000     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R37  | 16    | 27  | CITY OF GARDNER | GOLF COURSE             | 131 EATON ST     | 9300 | 247,500     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M27  | 20    | 50  | CITY OF GARDNER | GREENWOOD MEM POOL      | 69 PARK ST       | 9311 | 301,800     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 9     | 1   | CITY OF GARDNER | HIGH SCHOOL             | 200 CATHERINE ST | 9341 | 22,249,200  | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 16    | 10  | CITY OF GARDNER | MONUMENT PK             | PARK ST          | 9300 | 100,700     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M17  | 10    | 21  | CITY OF GARDNER | MUNICIPAL GARAGE        | 416 W BROADWAY   | 9311 | 2,994,500   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R37  | 16    | 26  | CITY OF GARDNER | MUNICIPAL GOLF COURSE   | 152-154 EATON ST | 9311 | 4,308,300   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M27  | 3     | 14  | CITY OF GARDNER | OVILA CASE PLAYGROUND   | STUART ST        | 9300 | 163,000     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 4     | 70  | CITY OF GARDNER | PARKING LOT             | WEST ST          | 9300 | 100,100     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 4     | 1A  | CITY OF GARDNER | PARKING LOT             | PARKER ST        | 9300 | 131,600     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 5     | 36  | CITY OF GARDNER | PARKING LOT             | 13-17 W LYNDE ST | 9300 | 92,100      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 20    | 44  | CITY OF GARDNER | PARKING LOT             | PLEASANT ST      | 9300 | 76,800      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R12  | 4     | 44  | CITY OF GARDNER | PROSPECT ST SCHOOL      | 75 E BROADWAY    | 9341 | 1,895,700   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| M22  | 19    | 17A | CITY OF GARDNER | PULASKI PLAYGROUND      | WRIGHT ST        | 9300 | 162,600     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 22    | 12  | CITY OF GARDNER | SCHOOL ST SCHOOL &      | 53 SCHOOL ST     | 9341 | 404,500     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R37  | 9     | 21  | CITY OF GARDNER | STONE ST ES             | STONE ST         | 9300 | 291,200     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R42  | 12    | 13  | CITY OF GARDNER | STONE ST ES             | STONE ST         | 9300 | 81,700      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R42  | 13    | 12  | CITY OF GARDNER | STONE ST ES             | STONE ST         | 9300 | 380,400     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R42  | 17    | 16  | CITY OF GARDNER | STONE ST ES             | STONE ST         | 9300 | 131,200     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R52  | 22    | 3   | CITY OF GARDNER | STONE ST ES             | STONE ST         | 9300 | 254,100     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R42  | 17    | 4   | CITY OF GARDNER | STONE ST WS             | STONE ST         | 9300 | 82,000      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R47  | 7     | 4   | CITY OF GARDNER | STONE ST WS             | STONE ST         | 9300 | 189,100     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 12    | 8   | CITY OF GARDNER | WATER DEPT              | HEYWOOD ST       | 9300 | 49,600      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 13    | 24  | CITY OF GARDNER | WATER DEPT              | RESERVOR ST      | 9300 | 1,225,800   | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R27  | 14    | 9A  | CITY OF GARDNER | WATER DEPT              | BLANCHARD ST     | 9300 | 79,900      | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |
| R32  | 24    | 8   | CITY OF GARDNER | WATER DEPT>             | MATTHEWS ST      | 9300 | 202,700     | 95 PLEASANT ST STE 125 | GARDNER | MA    | 01440 |

# **Attachment T**

City of Cambridge  
2015 Open Space and Recreation Plan

Table 2 - Priority Ranking

| Number | Street Address         | Acres | Owner                               | Water Supply | Open River | Adjacent | BIONMAP | Rank |
|--------|------------------------|-------|-------------------------------------|--------------|------------|----------|---------|------|
| 27     | KEYES RD               | 18.53 | CEDAR HILLS LLC                     |              |            |          |         | 3    |
| 28     | UNION ST               | 33.15 | DUBON RICHEYTA C                    |              |            | OSCH61   |         | 3    |
| 29     | KEYES RD               | 11.09 | CEDAR HILLS LLC                     |              |            |          |         | 3    |
| 30     | GREEN ST               | 10.10 | WHITNEY DONALD P & MARGARET A       | X            |            |          |         | 3    |
| 31     | KEYES RD               | 10.09 | CEDAR HILLS LLC                     |              |            |          |         | 3    |
| 32     | 142 WAMPANOAG SOUTH RD | 12.87 | BAGDONAS EDWARD P ET AL TRSTES      |              |            | OS       |         | 3    |
| 33     | 169 EATON ST           | 10.57 | CHRISTIE MARIE H                    | X            |            | OS       | X       | 3    |
| 34     | 1433 GREEN ST          | 16.58 | PRICE KELLEY                        | X            |            | OS       |         | 3    |
| 35     | WHITNEY ST             | 42.36 | GARDNER RABBIT CLUB INC             | X            |            | OS       | X       | 3    |
| 36     | MINOTT ST              | 9.92  | MORGAN NANCY S                      |              |            | CH61     | X       | 4    |
| 37     | 123 CAMP COLLIER RD    | 39.03 | ROCKWOOD WENDELL A ET AL TRSTES     |              |            |          | X       | 4    |
| 38     | STONE ST               | 8.08  | WOJCIKIEWICZ ROBERT J & CARLA J     | X            |            | OSCH61   |         | 4    |
| 39     | KELTON ST              | 10.71 | MONADNOCK TRUST                     |              |            |          | X       | 4    |
| 40     | 406 STONE ST           | 7.67  | LITTLEJOHN DAVID C                  | X            |            |          | X       | 4    |
| 41     | 418 STONE ST           | 22.41 | JAMISON SETH M & DARCEE J           | X            |            | OS       | X       | 4    |
| 42     | 430 STONE ST           | 16.97 | CLARKSON AMANDA M                   | X            |            |          | X       | 4    |
| 43     | LOVEWELL ST            | 5.98  | HUNT PETER B                        | X            |            |          | X       | 4    |
| 44     | PARKER ST              | 16.11 | 525 PARKER STREET LLC               |              |            | CH61     |         | 5    |
| 45     | SAUNDERS ST            | 8.01  | NOONAN MELANIE M                    |              |            |          |         | 5    |
| 46     | AIRPORT RD             | 10.13 | MANCA CHARLES J TRSTE               |              |            |          |         | 5    |
| 47     | LOVEWELL ST            | 19.67 | HAMEL SANDRA HUNT                   |              |            |          |         | 5    |
| 48     | MATTHEWS ST            | 22.17 | HANNONID DOUGLAS                    |              |            |          |         | 5    |
| 49     | PEARL ST               | 17.34 | KYMALANEN THOMAS J & ALICE M TRSTES |              |            | CH61     |         | 5    |
| 50     | PEARL ST               | 35.47 | HILL CLAIRE                         |              |            | CH61     |         | 5    |
| 51     | MATTHEWS ST            | 30.57 | GARDNER BICKFORD                    |              |            |          |         | 5    |
| 52     | PAIGE RD               | 12.74 | CZASNOWSKI JOHN S & BROOKE S        |              |            |          |         | 5    |
| 53     | MATTHEWS ST            | 12.57 | RHO LTD                             |              |            |          |         | 5    |



City of Carlsbad  
2015 Open Space and Recreation Plan

Table 9 - Priority Ranking

| <i>Number</i> | <i>Street Address</i> | <i>Acres</i> | <i>Owner</i>             | <i>Water Supply</i> | <i>Other River</i> | <i>Adjacent</i> | <i>BIONMAP</i> | <i>Rank</i> |
|---------------|-----------------------|--------------|--------------------------|---------------------|--------------------|-----------------|----------------|-------------|
| 54            | CLARK ST              | 28.30        | WEST END BEAGLE CLUB INC |                     |                    |                 |                | 5           |
| 55            | MATTHEWS ST           | 15.25        | RHO LTD                  |                     |                    |                 |                | 5           |
| 56            | 110 CLARK ST          | 0.57         | WEST END BEAGLE CLUB INC |                     |                    |                 |                | 5           |
| 57            | 110 CLARK ST          | 18.83        | WEST END BEAGLE CLUB INC |                     |                    |                 |                | 5           |
| 58            | 2 CHAPEL ST           | 16.60        | HILL CLAIRE              |                     |                    | OSCH61          |                | 5           |

# **Attachment U**

9348

**RESOLUTION  
OPEN SPACE AND RECREATION PLAN 2015 - 2019 UPDATE**

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

WHEREAS, the City Council has reviewed the proposals prepared by the Open Space and Recreation Committee for inclusion within the Open Space and Recreation Plan (OSRP) 2015-2019 Update; and

WHEREAS, the OSRP proposal does not seek nor require funding directly, but simply makes recommendations for preservation, maintenance, and for expansion of open space and recreation activity within City boundaries; and

WHEREAS, the Open Space and Recreation Committee performed or reviewed all matters relating to the OSRP update at numerous publicly posted meetings, and further sponsored a city-wide survey and conducted two advertised public meetings for the primary purpose of soliciting public input regarding matters appropriate to the OSRP; and

WHEREAS, the OSRP has been developed and updated in accordance with requirements of the Massachusetts Executive Office of Energy and Environmental Affairs, Division of Conservation Services; and

WHEREAS, the City Council supports the activity as being consistent with the City's goal of promoting quality programs for its citizens;

NOW THEREFORE, the City Council hereby extends its support and endorses the City's Open Space and Recreation Plan 2015-2019 Update to be submitted to the Commonwealth of Massachusetts, Division of Conservation Services.

# **Attachment V**

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## Section 1      **PLAN SUMMARY**

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The Open Space and Recreation Plan (OSRP) is a comprehensive planning document that guides future policies and actions by examining the City's need for new or improved conservation areas and recreational facilities. The overall purpose of the 2015 - 2019 OSRP is to provide Gardner's residents with a diverse system of interconnected open space areas and quality recreational opportunities that protect natural resources, promote public health, and enhance the quality of life. Enhancing the quality of life in a community must maintain a careful balance between equity, environment and economy.

Having an OSRP is very important for a number of reasons. A comprehensive plan identifies open space and recreation assets; prioritizes needs; identifies goals, objectives and actions; and allows the City to participate in state and federal grant programs to make capital improvements to recreational facilities and to protect open spaces.

The Open Space and Recreation Plan Committee built this plan on previous OSRP's; consultation with City Departments, in particular the Engineering, Public Works and Planning Departments; and nearly one year of public outreach. During this public outreach and planning, five specific goals were identified:

- Protect and improve the quality of existing open spaces, parks and recreational opportunities.
- Selective expansion of open spaces, parks and recreational opportunities.
- Protect water resources and improve water quality.
- Accommodate new growth where the environment can best support it.
- Increase public awareness and stewardship of the City's water resources, forests, parks and conservation areas.

Public outreach and planning also highlighted four new initiatives that resulted in several key actions contained in the plan:

- Sustain the recent focus on improved maintenance of recreational facilities.
- Insure parks and playgrounds are safe and family friendly.
- Upgrade existing sidewalks and build connections between existing sidewalks.
- Improve coordination of municipal efforts and better support volunteer initiatives.



# **Attachment W**

## Open Space and Recreation Plans

Find details on Open Space and Recreation Plans (OSRPs) and links to resources you may find helpful in preparing your community's OSRP.

Open Space and Recreation Plans are a tool through which a community plans for the future of its conservation and recreation resources. OSRPs are informed by a thorough public participation process and reflect the needs of its community members. The plans are reviewed and approved by the Commonwealth to ensure that they conform to the OSRP requirements. When a community has an approved OSRP, it becomes eligible for DCS grant programs for up to seven years.

### OSRP Review Process

1. Mail a hard copy of your OSRP, with a cover letter naming a contact person, to:  
Melissa Cryan  
Division of Conservation Services  
100 Cambridge Street, Suite 900  
Boston, MA 02114
2. Send an electronic copy of your OSRP to [melissa.cryan@mass.gov](mailto:melissa.cryan@mass.gov) (<mailto:melissa.cryan@mass.gov>)
3. OSRPs are reviewed in order received for completeness and conformity with OSRP requirements
4. A conditional approval letter is sent, which details remaining items that need to be addressed prior to plan receiving final approval
5. Once those items are addressed, and a hard copy of the plan with the changes/additions is mailed to DCS, a final approval letter is sent

### Additional Resources

#### Open Space and Recreation Plan Workbook

(<https://www.mass.gov/doc/open-space-and-recreation-plan-workbook/download>) (English, PDF 962.86 KB)

#### Open Space and Recreation Plan Status

(<https://www.mass.gov/doc/open-space-and-recreation-plan-status-2/download>) (English, PDF 95.41 KB)

Original packet submitted to the Council  
time stamped February 7, 2023, with  
supplemental documents

# CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING



March 30, 2023

Elizabeth Kazinskas, Council President  
C/o Titi Sirphan, City Clerk  
95 Pleasant Street, Room 121  
Gardner, MA 01440

RE: **Petition 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.

Dear President Kazinskas:

At its meeting on March 29, 2023, the Planning Board voted unanimously, 4-0, to recommend **not** approving the proposed zoning amendment. The Board noted the importance of maintaining the historic and current recreational uses of the City’s open space identified in the Open Space and Recreation Plan, especially those in close proximity to our watershed lands as their reasons for not supporting this proposed amendment.

The Planning Board looks forward to joining the City Council at the joint public hearing scheduled on Monday April 3, 2023, at 6:30 p.m. Please contact Trevor Beauregard if you have any questions or need additional information.

Sincerely,

Mark M. Schafron, Planning Board Chairman

C: Mayor Michael J. Nicholson  
Trevor M. Beauregard, Director  
Richard Hanks, Interim Building Commissioner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED

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CITY CLERK'S OFFICE  
GARDNER, MA

March 29, 2023

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

RE: Item #10891 – Planning Board Follow Up

Dear Madam President and Councilors,

At the Planning Board Meetings of March 22, 2023 and March 29, 2023, the Planning Board raised concerns about the presence of watershed lands in the proposal.

Put simply, these parcels were originally included, because the §632-3 of the Code of the City of Gardner already provides protection to watershed land, by prohibiting the City from selling land designated as Watershed.

However, I understand this concern and would absolutely be amenable to the proposal being reduced to only parcels M47-22-4 and M47-24-1, as these two parcels are completely outside of the watershed land in the area.

This would require that the following parcels be removed from the proposed ordinance amendment: 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.

The Administration would be completely amenable to this idea, as it still accomplishes the intended goal of the proposal.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner





**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, continued

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, April 3, 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](http://www.gardner-ma.gov).

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Titi Siriphan  
City Clerk



**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.
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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).

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,

A handwritten signature in blue ink, appearing to read "Michael J. Nicholson".

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:

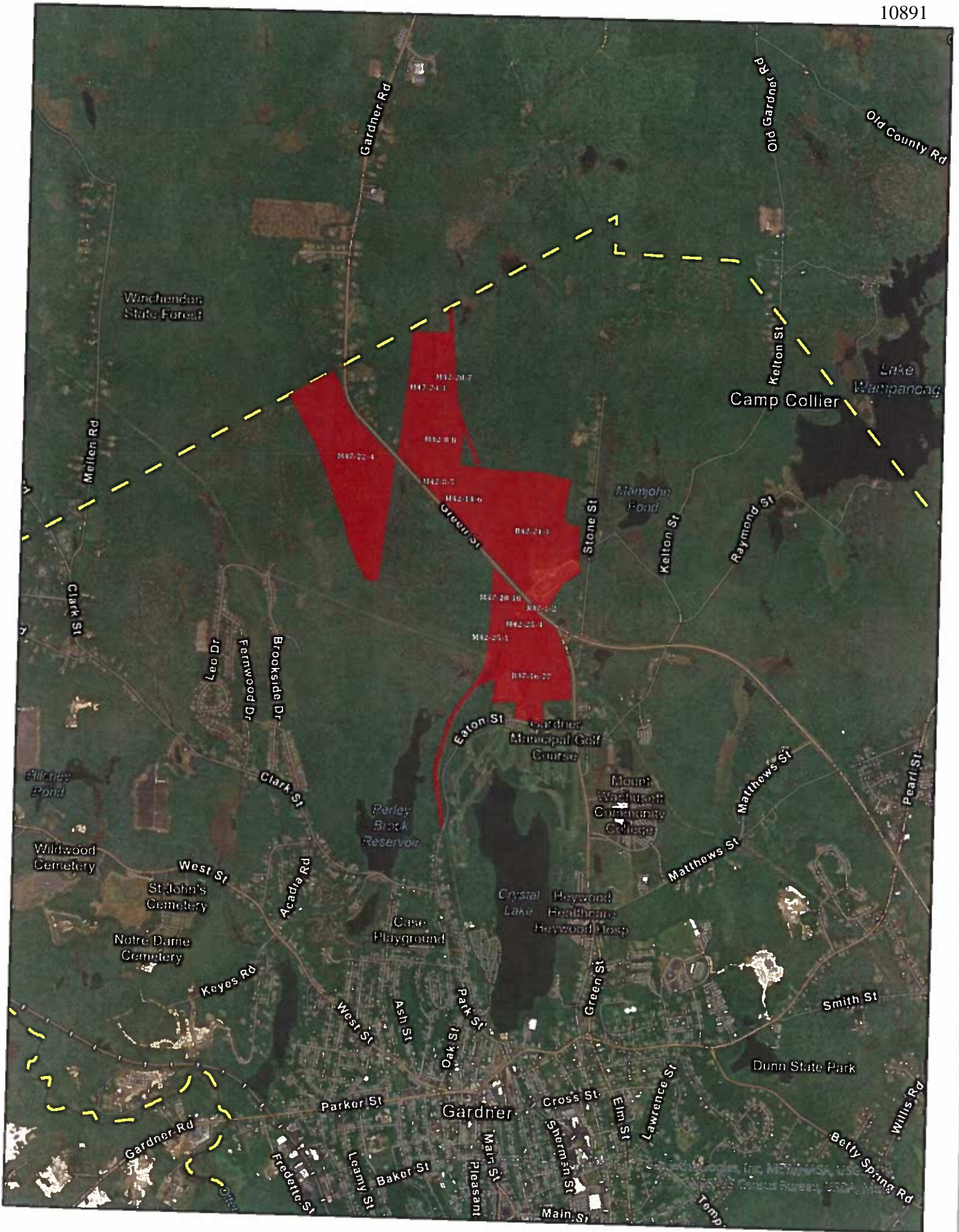
**PREAMBLE:** That "An Ordinance Establishing the Boundaries of the City with Regulations and Restrictions to be Enforced and to be known as the Zoning Code" (Chapter 675) adopted by the City Council December 9, 1970 and amended several times thereafter be further amended as follows:

**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.

**SECTION 2:** 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.









CITY OF GARDNER POLICE DEPARTMENT  
200 Main Street  
Gardner, MA 01440  
Phone (978) 632-5600  
Fax (978) 630-9045



Eric P. McAvene  
Chief of Police

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.

Very truly yours,

A handwritten signature in blue ink, appearing to read "N. Maroni", is written over the typed name.

Nicholas P. Maroni  
Deputy Chief of Police  
Chairman Traffic Commission

**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

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

Dane 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

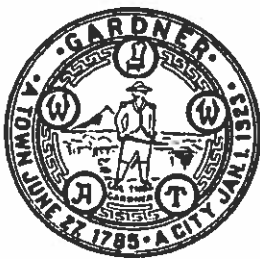
RE: Route 140 Zoning Change

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 constructed for example.

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,

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.

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



# **ROUTE 140 NORTH CORRIDOR BUILDOUT ANALYSIS GARDNER, WESTMINSTER, AND WINCHENDON, MASSACHUSETTS**



View of Mt. Wachusett from Route 140

**Prepared by:**



**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 Massachusetts Department of Housing and Community Development (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                           |

### **Report Credit**

|                 |                                        |
|-----------------|----------------------------------------|
| 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 ½ 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.



Gardner Scenic View

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.



**Table 1**  
**Development Characteristics of the Route 140 North Corridor**

|                                 | Undevelopable | Developed | Developable | Total    |
|---------------------------------|---------------|-----------|-------------|----------|
|                                 | Acres         | Acres     | Acres       | Acres    |
| <b>Gardner</b>                  |               |           |             |          |
| C1 (Commercial)                 | 4.73          | 16.65     | 21.30       | 42.68    |
| I1 (Industrial)                 | 30.24         | 24.08     | 88.93       | 143.25   |
| I2 (Industrial)                 | 83.96         | 36.69     | 48.44       | 169.09   |
| RR (Rural Residential)          | 3,398.10      | 215.18    | 1,060.19    | 4,673.46 |
| SFR (Single Family Residential) | 29.28         | 48.03     | 80.03       | 157.34   |
| Subtotal                        | 3,546.31      | 340.62    | 1,298.89    | 5,185.82 |
| Percent                         | 68.4%         | 6.6%      | 25.0%       | 100%     |
|                                 |               |           |             |          |
| <b>Westminster</b>              |               |           |             |          |
| Commercial - I                  | 53.92         | 37.67     | 172.37      | 263.97   |
| Industrial-I                    | 13.60         | 73.36     | 150.53      | 237.49   |
| Residential - I                 | 28.07         | 76.83     | 129.70      | 234.60   |
| Subtotal                        | 95.59         | 187.87    | 452.60      | 736.06   |
| Percent                         | 13.0%         | 25.5%     | 61.5%       | 100%     |
|                                 |               |           |             |          |
| <b>Winchendon</b>               |               |           |             |          |
| C1 (Commercial)                 | 355.38        | 53.56     | 396.67      | 805.61   |
| I (Industrial)                  | 138.66        | 11.26     | 479.30      | 629.22   |
| R80-RR (Residential)            | 1,303.64      | 165.50    | 827.52      | 2,296.66 |
| Subtotal                        | 1,797.68      | 230.32    | 1,703.49    | 3,731.49 |
| Percent                         | 48.2%         | 6.2%      | 45.7%       | 100.0%   |
|                                 |               |           |             |          |
| <b>Total</b>                    | 5,439.58      | 758.81    | 3,454.98    | 9,653.37 |
| <b>Percent</b>                  | 56.3%         | 7.9%      | 35.8%       | 100%     |

## **Gardner**

As 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 FAR<sup>1</sup>" 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 0.93 means that a 10,000-sq. ft. lot could accommodate 9,300 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.

## **Westminster**

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.

<sup>1</sup> FAR stands for Floor Area Ratio, i.e. the relationship of building floor area to lot area.

**Table 2**  
**Route 140 North Base Case Buildout Analysis**

|                                    | Developable Area (Ac.) | Effective FAR | Square Feet of Floor Space | Build Factor | Min. Lot Size (Sq. ft.) | Dwelling Units | Water Use        | New Residents | New Students |
|------------------------------------|------------------------|---------------|----------------------------|--------------|-------------------------|----------------|------------------|---------------|--------------|
| <b>Winchendon</b>                  |                        |               |                            |              |                         |                |                  |               |              |
| Highway Commercial - C1            | 396.67                 | 0.504         | 8,708,588                  |              | 75,000                  |                | 653,144          |               |              |
| Industrial - I                     | 479.30                 | 0.576         | 12,025,905                 |              | 43,560                  |                | 901,943          |               |              |
| Rural Residential - R80            | 827.52                 |               |                            | 0.846        | 87,120                  | 350            | 72,170           | 962           | 202          |
| Subtotal                           | 1,703.49               |               | 20,734,494                 |              |                         | 350            | 1,627,257        |               |              |
| <b>Westminster</b>                 |                        |               |                            |              |                         |                |                  |               |              |
| Highway Commercial - C1            | 172.37                 | 0.34          | 2,552,869                  |              | 40,000                  |                | 191,465          |               |              |
| Industrial - I1                    | 150.53                 | 1.03          | 1,688,450                  |              | 40,000                  |                | 126,634          |               |              |
| Residential - R1                   | 129.70                 |               |                            | 0.825        | 50,000                  | 98             | 20,043           | 267           | 52           |
| Subtotal                           | 452.60                 |               | 4,241,318                  |              |                         | 98             | 338,412          |               |              |
| <b>Gardner</b>                     |                        |               |                            |              |                         |                |                  |               |              |
| Commercial 1 - COM 1               | 21.30                  | 0.33          | 306,183                    |              | 10,000                  |                | 22,964           |               |              |
| Industrial I - IND 1               | 88.93                  | 0.42          | 1,626,992                  |              | 10,000                  |                | 122,024          |               |              |
| Industrial II - IND 2              | 48.44                  | 0.53          | 1,118,325                  |              | 30,000                  |                | 83,874           |               |              |
| Single Family Residential 1 - SFR1 | 80.03                  |               |                            | 0.872        | 12,500                  | 243            | 42,862           | 571           | 90           |
| Rural Residential 2 - RR2          |                        |               |                            |              |                         |                | 96,769           |               |              |
| Land Outside the WSPOD             | 752.99                 |               |                            | 0.841        | 60,000                  | 460            |                  | 1,080         | 192          |
| Land Inside the WSPOD              | 307.20                 |               |                            | 0.872        | 130,680                 | 89             |                  | 210           | 37           |
| Subtotal                           | 1,298.90               |               | 3,051,500                  |              |                         | 792            | 368,494          | 1,862         | 319          |
| <b>Grand Total</b>                 | <b>3,454.99</b>        |               | <b>28,027,312</b>          |              |                         | <b>1,240</b>   | <b>2,333,893</b> | <b>3,091</b>  | <b>572</b>   |

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 0.53 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  $\frac{1}{2}$  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 1,958 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 re-zoning 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

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.

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.



**Table 3**  
**Winchendon Commercial Development Scenario**

|                          | 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       | 350           | 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        | 384,178   |

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 multi-family 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 11.4 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 scenario<sup>2</sup>. 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.

**Table 4**  
**Gardner Mixed-Use Development 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       | 359,639       | -8,805    |

The proposed Light Industry-Office scenario could yield an additional 1.8 million sq. ft. of non-residential floor space at buildout. This location is currently zoned RR and is outside the WSPD; 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.

<sup>2</sup> 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.

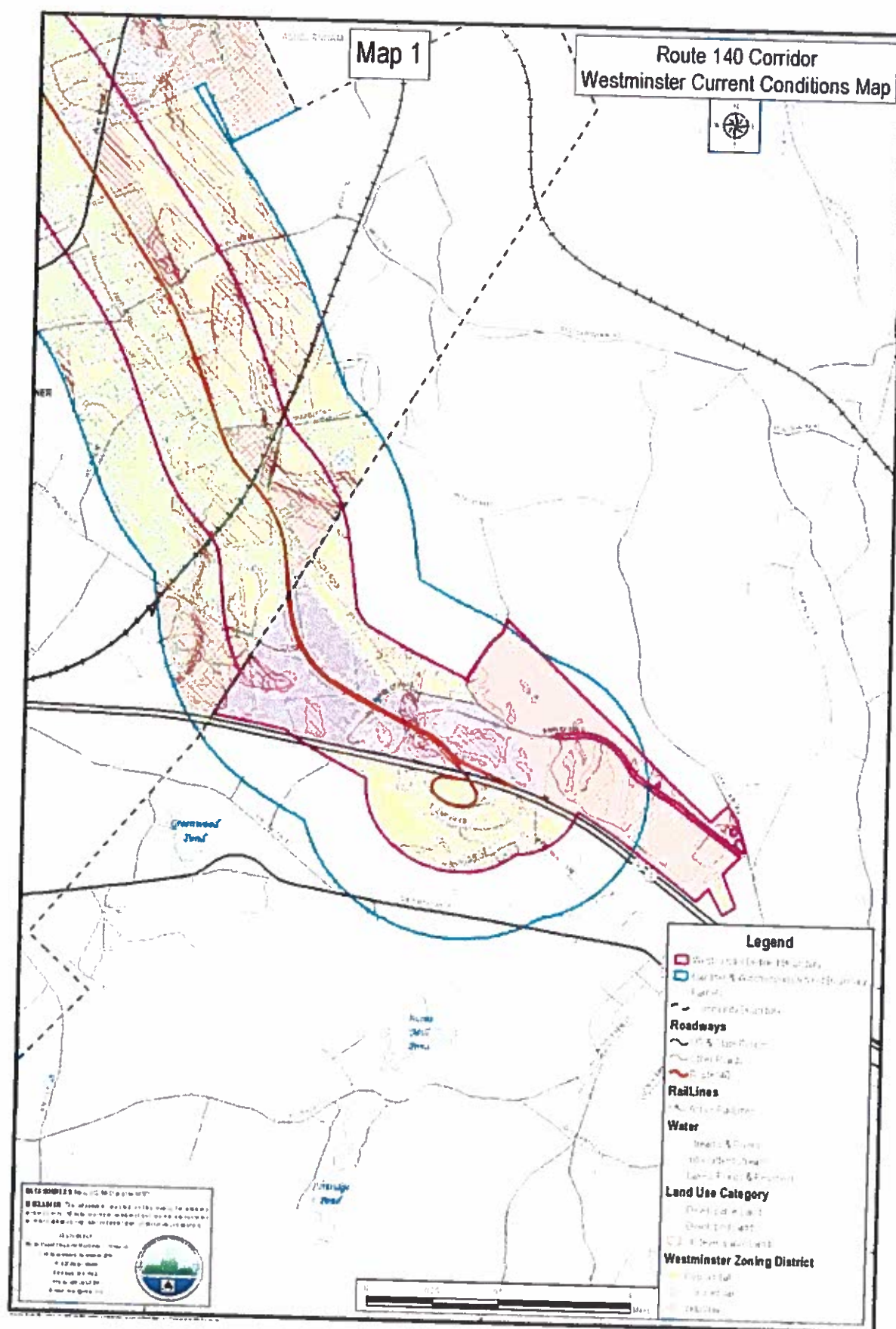
- ❖ Use Low Impact Development (LID) stormwater management techniques to contain and purify runoff on-site and improve development aesthetics.
- ❖ Set lighting requirements and use fixtures with cutoffs to curtail light impacts.
- ❖ Place wiring underground.

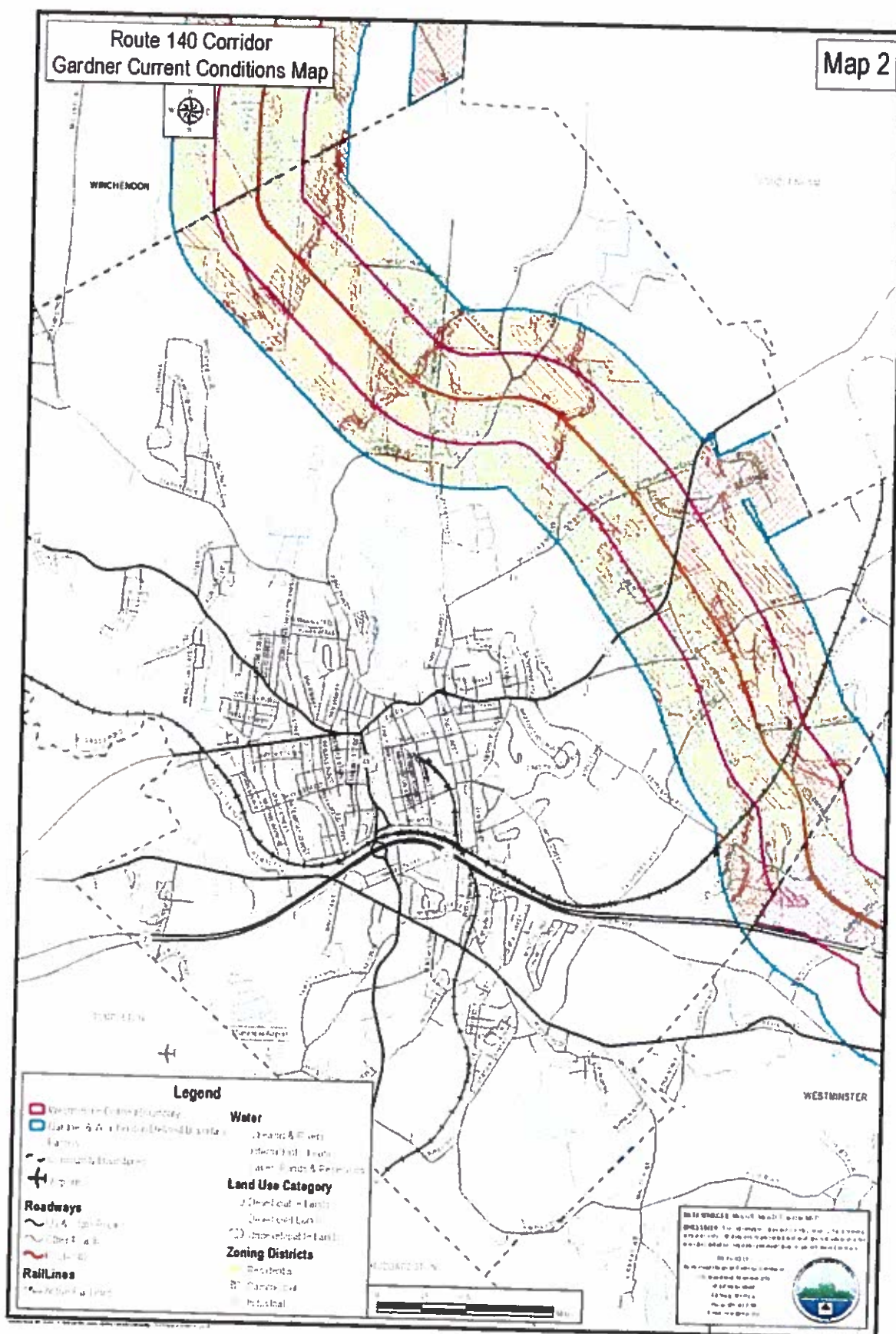
MRPC could take the lead by creating a process to develop model design standards applicable to similar highway corridors throughout its Region.

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

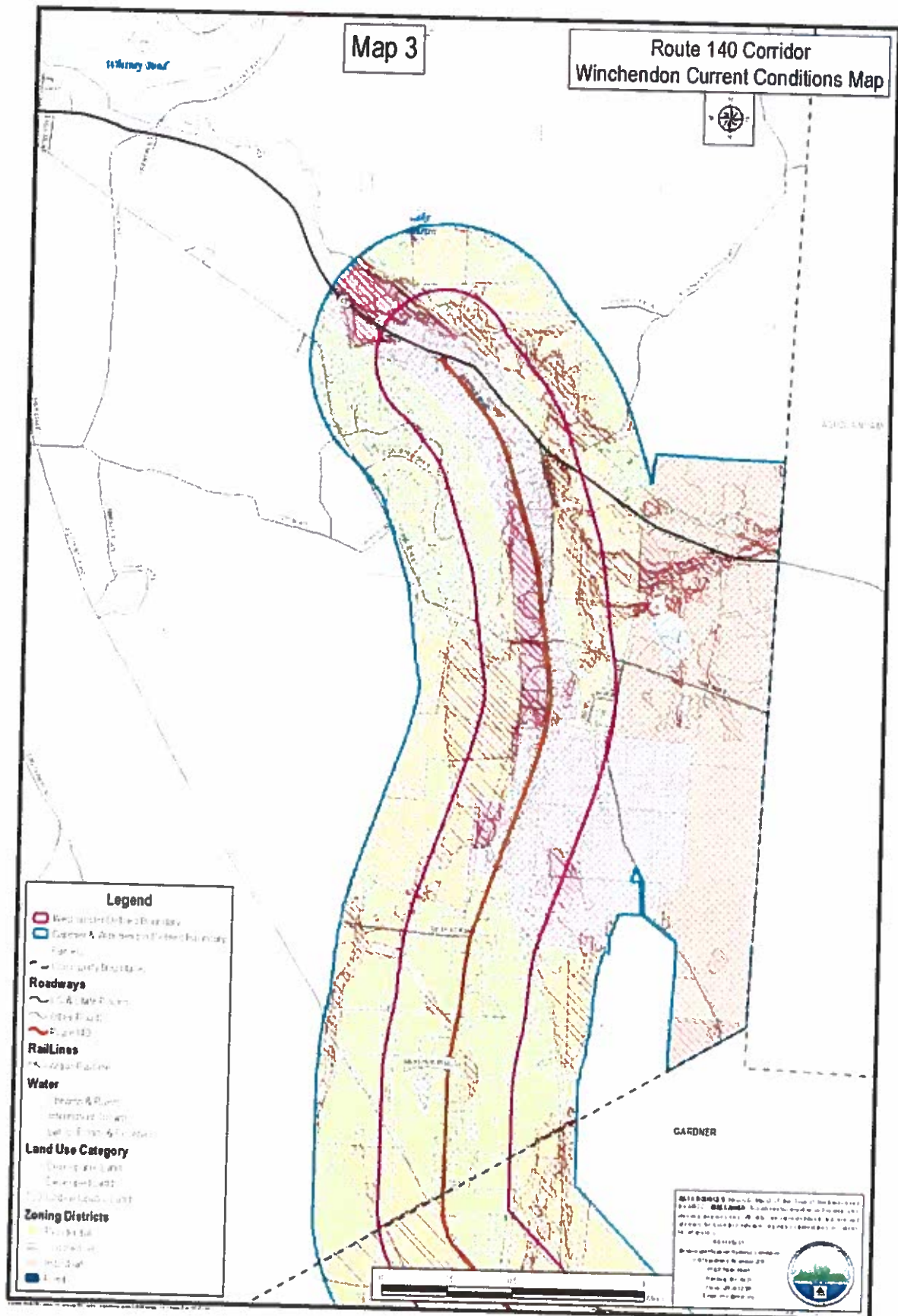
regional Highway Corridor Overlay District. MRPC could also assist in this endeavor. Such an approach would allow for inter-community consultation on major development projects, establish common design and development standards, and encourage access management techniques to preserve roadway capacity 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.

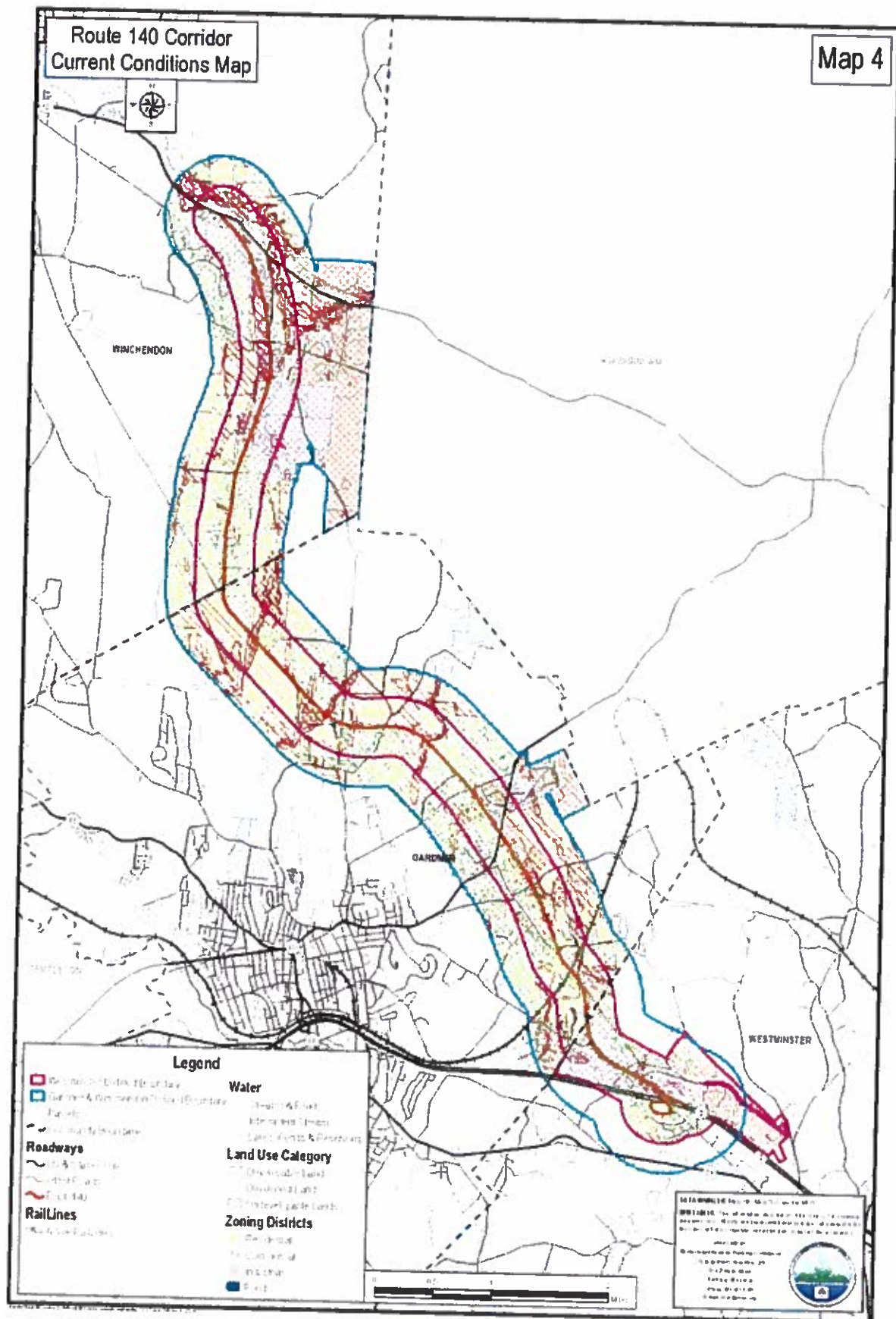




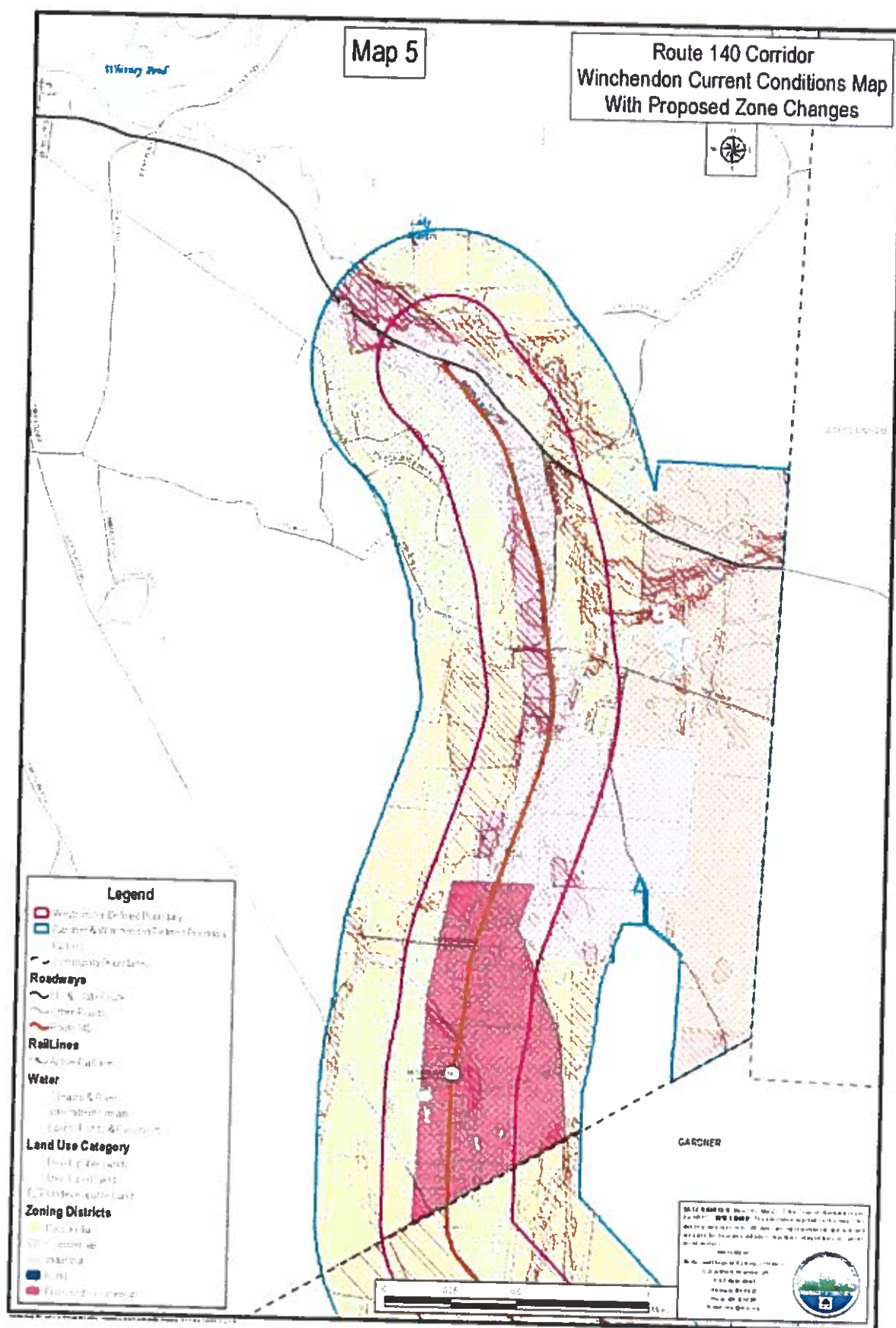


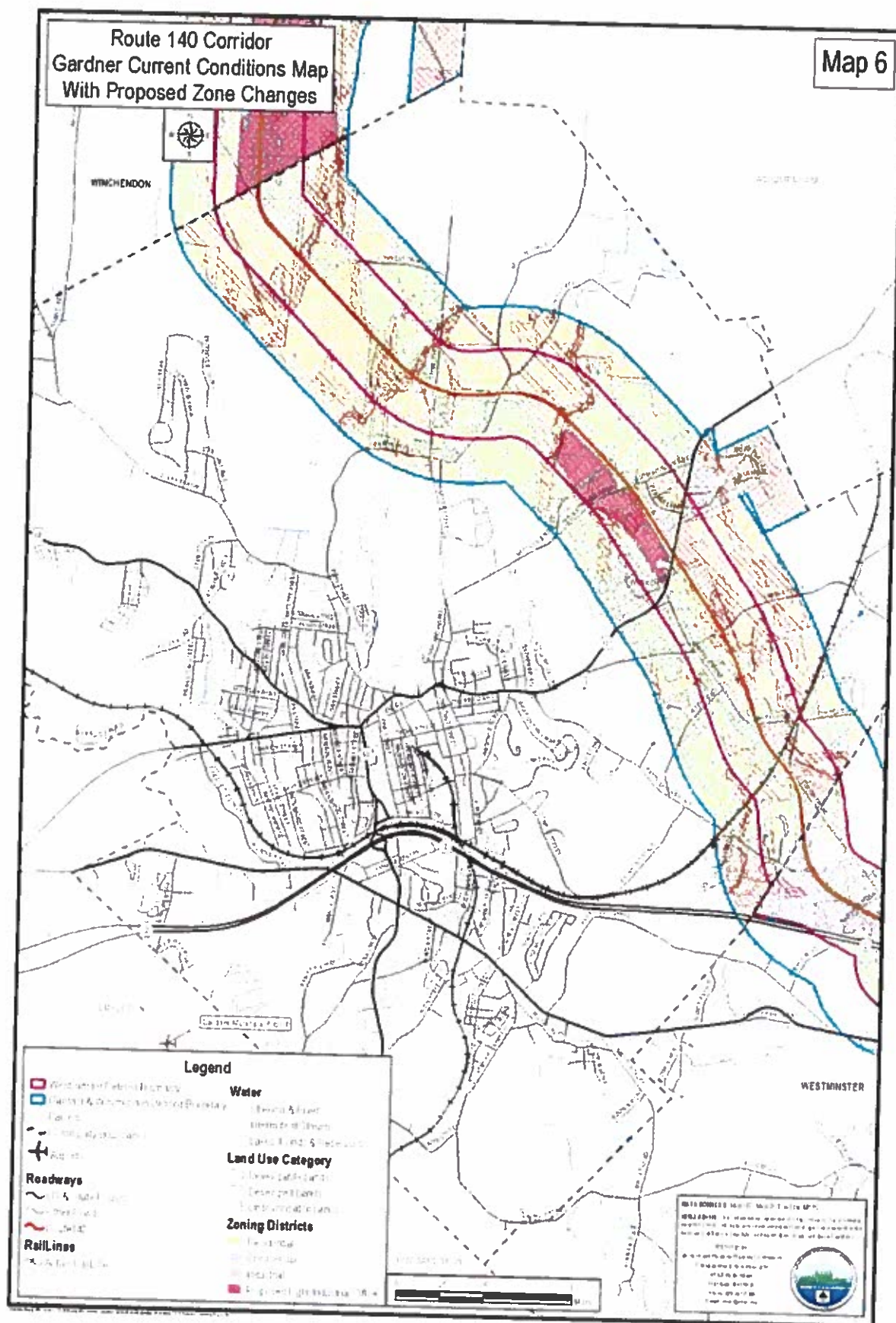












# **Properties Included In Zoning Change Proposal**

**(Property Record Cards  
And Deeds)**

**Parcel ID:**

M47-24-01

**Address:**

No Formal Address

**Owner:**

City of Gardner

**Other:**

Vacant Wooded Lot



CITY OF GARDNER  
95 PLEASANT ST STE 125  
GARDNER MA 01440

Account #

Bldg # 1

Card # 1 of 1

State Use 9300

Print Date 1/5/2023 2:14:46 PM

CITY OF GARDNER  
95 PLEASANT ST STE 125  
GARDNER MA 01440

Account #

Bldg # 1

Card # 1 of 1

State Use 9300

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GARDNER, MA

GIS ID M\_158843\_929980

Assoc Pld#

VISION

RECORD OF OWNERSHIP

1 0 01-01-1900 Q V 0 00

Year Code Assessed Year Code Assessed Year Code Assessed

2023 9300 334,100 2022 9300 315,700 2021 9300 308,100

EXEMPTIONS

Amount Code Description Number Amount

Total 334,100 315,700 308,100

OTHER ASSESSMENTS

Amount Code Description Number Amount

Total 334,100 315,700 308,100

ASSESSING NEIGHBORHOOD

Nbhd Name B Tracing Batch

Appraised Bldg Value (Card) 0  
Appraised Xf (B) Value (Bldg) 0  
Appraised Ob (B) Value (Bldg) 0  
Appraised Land Value (Bldg) 334,100  
Special Land Value 0  
Total Appraised Parcel Value 334,100

APPRAISED VALUE SUMMARY

Appraised Bldg Value (Card) 0  
Appraised Xf (B) Value (Bldg) 0  
Appraised Ob (B) Value (Bldg) 0  
Appraised Land Value (Bldg) 334,100  
Special Land Value 0  
Total Appraised Parcel Value 334,100

BUILDING PERMIT RECORD

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

Total Appraised Parcel Value 334,100

LAND LINE VALUATION SECTION

Use Code Description Zone Land Type Land Units Unit Price Size Adj. Site Index Cond. Nbhd. Nbhd. Adj. Notes

9300 City of Gardner V R2 43,560 SF 1.74 1.00000 5 1.00 1,000 AD 0 1.74 75,900  
9300 City of Gardner V R1 122,800 AC 4,000.00 0.72000 0 1.00 1,000 0 2,102.4 258,200

VISIT/CHANGE HISTORY

Date Id Type Is Cd Purpose/Result

05-25-2022 CK 22 Vacant Parcel  
10-28-2008 JAG 99  
09-15-1995 RM 00  
06-15-1981 79 00 Measur+Listed

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Special Land Value 0  
Total Appraised Parcel Value 334,100

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**Parcel ID:**

M42-08-08

**Address:**

No Formal Address

**Owner:**

Andre and Suzanne Guertin

**Other:**

Vacant Lot

| CURRENT OWNER                                                                         |  |  |  |  |  | TOPO        |                                                                                                                                                  | UTILITIES  |            | STRT / ROAD |        | LOCATION       |        |           |                      |
|---------------------------------------------------------------------------------------|--|--|--|--|--|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|-------------|--------|----------------|--------|-----------|----------------------|
| <div>GUERTIN ANDRE E &amp; SUZANNE G<br/>582 PEARL ST<br/><br/>GARDNER MA 01440</div> |  |  |  |  |  |             |                                                                                                                                                  |            |            |             |        |                |        |           |                      |
| <div>All Prid ID Sub-Div Photo Ward Prec.<br/>GIS ID M_156949_929595 Assoc Pid#</div> |  |  |  |  |  |             |                                                                                                                                                  |            |            |             |        |                |        |           |                      |
| <div>RECORD OF OWNERSHIP<br/>GUERTIN ANDRE E &amp; SUZANNE G</div>                    |  |  |  |  |  | BK-VOL/PAGE | SALE DATE                                                                                                                                        | Q/U        | V/I        | SALE PRICE  | VC     |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | 36139                                                                                                                                            | 0377       | 04-20-2005 | U           | V      | 1A             |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Total                                                                                                                                            | Total      |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | PREVIOUS ASSESSMENTS (HISTORY)                                                                                                                   |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Year                                                                                                                                             | Code       | Assessed   | Year        | Code   | Assessed       | Year   | Code      | Assessed             |
|                                                                                       |  |  |  |  |  |             | 2023                                                                                                                                             | 7170       | 3,000      | 2022        | 7170   | 2,900          | 2021   | 7170      | 3,000                |
|                                                                                       |  |  |  |  |  |             |                                                                                                                                                  | 7200       | 400        |             | 7200   | 400            |        | 7200      | 300                  |
|                                                                                       |  |  |  |  |  |             | Total                                                                                                                                            | Total      |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | 3,400                                                                                                                                            | 3,300      |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | This signature acknowledges a visit by a Data Collector or Assessor                                                                              |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | APPROPRISED VALUE SUMMARY                                                                                                                        |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Appraised Bldg. Value (Card) 0                                                                                                                   |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Appraised XI (B) Value (Bldg) 0                                                                                                                  |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Appraised Ob (B) Value (Bldg) 0                                                                                                                  |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Appraised Land Value (Bldg) 122,200                                                                                                              |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Special Land Value 3,400                                                                                                                         |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Total Appraised Parcel Value 122,200                                                                                                             |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | T total Appraised Parcel Value 122,200                                                                                                           |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | VISIT / CHANGE HISTORY                                                                                                                           |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Date                                                                                                                                             | ID         | Type       | Is          | Cd     | Purpose/Result |        |           |                      |
|                                                                                       |  |  |  |  |  |             | 10-20-2008                                                                                                                                       | PR         |            |             | 99     |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | LAND LINE VALUATION SECTION                                                                                                                      |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | BUILDING PERMIT RECORD                                                                                                                           |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Permit Id                                                                                                                                        | Issue Date | Type       | Description | Amount | Insp Date      | % Comp | Date Comp | Comments             |
|                                                                                       |  |  |  |  |  |             | Use Code Description Zone Land Type Land Units Unit Price Size Adj. Site Index Cond. Nbhnd. Nbhd. Adj Notes Special Use Adf Unit Pric Land Value |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | 1 7170 Productive Wood R2 24,700 AC 4,000.00 1,00000 0 1,00 1,000                                                                                | AC         |            |             |        |                |        |           | 61A 120 4,000 98,800 |
|                                                                                       |  |  |  |  |  |             | 1 7200 Non-productive R2 6,800 AC 4,000.00 1,00000 0 1,00 1,000                                                                                  | FF         |            |             |        |                |        |           | 61A 57 3,440 23,400  |
|                                                                                       |  |  |  |  |  |             | 1 7221 Frontage R2 0,000 FF 0.00 1,00000 0 1,00 1,000                                                                                            |            |            |             |        |                |        |           | 61A 57 0 0           |
|                                                                                       |  |  |  |  |  |             | Parcel Total Land Area: 31.50                                                                                                                    |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Total Card Land Units 31.50 AC                                                                                                                   |            |            |             |        |                |        |           |                      |
|                                                                                       |  |  |  |  |  |             | Total Land Value 122,200                                                                                                                         |            |            |             |        |                |        |           |                      |

| CONSTRUCTION DETAIL |    |             |         | CONSTRUCTION DETAIL (CONTINUED) |             |  |  |
|---------------------|----|-------------|---------|---------------------------------|-------------|--|--|
| Element             | Cd | Description | Element | Cd                              | Description |  |  |
| Style: 99           |    |             |         |                                 |             |  |  |
| Model: 00           |    |             |         |                                 |             |  |  |
| Grade: Vacant Land  |    |             |         |                                 |             |  |  |
| Stories:            |    |             |         |                                 |             |  |  |
| Occupancy           |    |             |         |                                 |             |  |  |
| Exterior Wall 1     |    |             |         |                                 |             |  |  |
| Exterior Wall 2     |    |             |         |                                 |             |  |  |
| Roof Structure:     |    |             |         |                                 |             |  |  |
| Roof Cover          |    |             |         |                                 |             |  |  |
| Interior Wall 1     |    |             |         |                                 |             |  |  |
| Interior Wall 2     |    |             |         |                                 |             |  |  |
| Interior Flr 1      |    |             |         |                                 |             |  |  |
| Interior Flr 2      |    |             |         |                                 |             |  |  |
| Heat Fuel           |    |             |         |                                 |             |  |  |
| Heat Type:          |    |             |         |                                 |             |  |  |
| AC Type:            |    |             |         |                                 |             |  |  |
| Total Bedrooms      |    |             |         |                                 |             |  |  |
| Total Bathrms:      |    |             |         |                                 |             |  |  |
| Total Half Baths    |    |             |         |                                 |             |  |  |
| Total Xtra Fixrs    |    |             |         |                                 |             |  |  |
| Total Rooms:        |    |             |         |                                 |             |  |  |
| Bath Style:         |    |             |         |                                 |             |  |  |
| Kitchen Style:      |    |             |         |                                 |             |  |  |

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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          |
| <b>Property-Street Address and/or Description</b>   |               |      |           |            |               |
| GREEN ST, WINCHENDON RD                             |               |      |           |            |               |
| <b>Grantors</b>                                     |               |      |           |            |               |
| PERREAULT REBECCA M, PERREAULT REBECCA              |               |      |           |            |               |
| <b>Grantees</b>                                     |               |      |           |            |               |
| GUERTIN ANDRE E, GUERTIN SUZANNE G                  |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b> |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b> |               |      |           |            |               |



2005 00060142

Bk: 36139 Pg: 377 Doc: DEED  
Page: 1 of 3 04/20/2005 11:49 AM**QUITCLAIM DEED**

✱

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,

**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;  
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.

Returned to: Andre and  
Suzanne Guertin  
582 Pearl St  
Gardner MA 01440

3 10 w/s/a Rebecca Perreault

Green Street Gardner MA

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 824 Plan 96.

For grantors title see deed from the City of Gardner 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**

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 or 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 36139, Page 375.

Executed as a sealed instrument this 12 day of April, 2005

REBECCA PERREAU Rebecca Perreault  
Rebecca M. Perreault

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 12 day of April, 2005, before me, the undersigned notary public, personally appeared Rebecca M. Perreault, proved to me through satisfactory evidence of identification, which was Work ID, 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.



M. Celeste Reynolds  
M. Celeste Reynolds

Notary Public

My commission expires:



M. CELESTE REYNOLDS  
Notary 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



|                                                                     |  |                                                                     |  |                                                                     |  |                                                                     |  |                                                                     |  |
|---------------------------------------------------------------------|--|---------------------------------------------------------------------|--|---------------------------------------------------------------------|--|---------------------------------------------------------------------|--|---------------------------------------------------------------------|--|
| Property Location<br>1263 GREEN ST<br>Vision ID 2003                |  | Map ID<br>M42/ 8/ 5/ 1                                              |  | Bldg Name<br>Sec # 1 of 1                                           |  | Card # 1 of 1                                                       |  | State Use 1010<br>Print Date 1/5/2023 2:13:47 PM                    |  |
| Account #                                                           |  | TOPO                                                                |  | UTILITIES                                                           |  | STRT/ROAD                                                           |  | LOCATION                                                            |  |
| PERREAULT GEORGE T                                                  |  | 2 High                                                              |  | 5 Well<br>6 Septic                                                  |  | 1 Paved                                                             |  | 3 Rural                                                             |  |
| C/O THEODORE PERREAULT<br>1263 GREEN ST<br>GARDNER MA 01440         |  | All Pct ID<br>Sub-Div<br>Photo<br>Ward<br>Prec.                     |  | SUPPLEMENTAL DATA                                                   |  |                                                                     |  |                                                                     |  |
| GIS ID M_158951_929317                                              |  | BK-VOL/PAGE                                                         |  | SALE DATE                                                           |  | Q/U                                                                 |  | VII SALE PRICE VC                                                   |  |
| PERREAULT GEORGE T<br>PERREAULT REBECCA M                           |  | 36858<br>03142                                                      |  | 0059<br>0278                                                        |  | 07-22-2005                                                          |  | U 1 1A 0                                                            |  |
| Assoc Pld#                                                          |  |                                                                     |  |                                                                     |  |                                                                     |  |                                                                     |  |
| RECORD OF OWNERSHIP                                                 |  | EXEMPTIONS                                                          |  | OTHER ASSESSMENTS                                                   |  | BUILDING PERMIT RECORD                                              |  | VISIT / CHANGE HISTORY                                              |  |
| Year Code Description                                               |  | Amount Code Description Number Amount                               |  | Year Code Assessed Year Code Assessed Year Code Assessed            |  | Date Id Type Is Cd                                                  |  | Purposu/Result                                                      |  |
| Total 0.00                                                          |  | Total 0.00                                                          |  | Total 235,700                                                       |  | 06-29-2022 HS 01 8                                                  |  | Measur+Listed                                                       |  |
| Nbhd Name                                                           |  | Nbhd Name                                                           |  | Nbhd Name                                                           |  | 02-17-2009 PR 00                                                    |  | Measur+Listed                                                       |  |
| 0001                                                                |  | 0001                                                                |  | 0001                                                                |  | 01-15-2009 VA 11                                                    |  | Callback Letter Mailed                                              |  |
| WHITE IF                                                            |  | WHITE IF                                                            |  | WHITE IF                                                            |  | 10-20-2008 PR 09                                                    |  | Measur Estmt                                                        |  |
| UGR=POOR (DIRT FLOOR)                                               |  | UGR=POOR (DIRT FLOOR)                                               |  | UGR=POOR (DIRT FLOOR)                                               |  | 10-16-1996 ST 00                                                    |  | Measur+Listed                                                       |  |
| VS HOUSE-98                                                         |  | VS HOUSE-98                                                         |  | VS HOUSE-98                                                         |  | 09-10-1996 MP 01                                                    |  | Measur+1 Visit - Info Car                                           |  |
| HOUSE EST = NO TRESPASSING 1008                                     |  | HOUSE EST = NO TRESPASSING 1008                                     |  | HOUSE EST = NO TRESPASSING 1008                                     |  | 06-19-1981 41                                                       |  |                                                                     |  |
| Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  |
| 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  |
| 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  |
| 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  |
| 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  |
| 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  |
| 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  |
| Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  |
| 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  |
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| APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  |
| Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  |
| Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  |
| Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  |
| Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  |
| Special Land Value                                                  |  | Special Land Value                                                  |  | Special Land Value                                                  |  | Special Land Value                                                  |  | Special Land Value                                                  |  |
| Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  |
| 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  | 168,700                                                             |  |
| 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  | 2,000                                                               |  |
| 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  |
| 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  | 65,000                                                              |  |
| 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  | 0                                                                   |  |
| 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  |
| Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  | Total Appraised Parcel Value                                        |  |
| 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  | 235,700                                                             |  |
| This signature acknowledges a visit by a Data Collector or Assessor |  | This signature acknowledges a visit by a Data Collector or Assessor |  | This signature acknowledges a visit by a Data Collector or Assessor |  | This signature acknowledges a visit by a Data Collector or Assessor |  | This signature acknowledges a visit by a Data Collector or Assessor |  |
| APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  | APPROPRIATE VALUE SUMMARY                                           |  |
| Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  | Appraised Bldg. Value (Card)                                        |  |
| Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  | Appraised X1 (B) Value (Bldg)                                       |  |
| Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  | Appraised Ob (B) Value (Bldg)                                       |  |
| Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  | Appraised Land Value (Bldg)                                         |  |
| Special Land                                                        |  |                                                                     |  |                                                                     |  |                                                                     |  |                                                                     |  |

| CONSTRUCTION DETAIL |    |                |         |    |             | CONSTRUCTION DETAIL (CONTINUED) |  |  |  |  |  |
|---------------------|----|----------------|---------|----|-------------|---------------------------------|--|--|--|--|--|
| Element             | Cd | Description    | Element | Cd | Description |                                 |  |  |  |  |  |
| Style:              | 03 | Colonial       |         |    |             |                                 |  |  |  |  |  |
| Model:              | 01 | Residential    |         |    |             |                                 |  |  |  |  |  |
| Grade:              | 03 | Average        |         |    |             |                                 |  |  |  |  |  |
| Stories:            | 2  | 2 Stories      |         |    |             |                                 |  |  |  |  |  |
| Occupancy:          | 1  | Vinyl Siding   |         |    |             |                                 |  |  |  |  |  |
| Exterior Wall 1     | 25 | Clapboard      |         |    |             |                                 |  |  |  |  |  |
| Exterior Wall 2     | 11 | Gable/Hip      |         |    |             |                                 |  |  |  |  |  |
| Roof Structure:     | 03 | Asph/F Gls/Cmp |         |    |             |                                 |  |  |  |  |  |
| Roof Cover:         | 03 | Cust Wd Panel  |         |    |             |                                 |  |  |  |  |  |
| Interior Wall 1     | 06 |                |         |    |             |                                 |  |  |  |  |  |
| Interior Wall 2     |    |                |         |    |             |                                 |  |  |  |  |  |
| Interior Fir 1      | 06 | Inlaid Shd Gds |         |    |             |                                 |  |  |  |  |  |
| Interior Fir 2      |    |                |         |    |             |                                 |  |  |  |  |  |
| Heat Fuel:          | 02 | Oil            |         |    |             |                                 |  |  |  |  |  |
| AC Type:            | 04 | Forced Air-Duc |         |    |             |                                 |  |  |  |  |  |
| Total Bedrooms:     | 01 | None           |         |    |             |                                 |  |  |  |  |  |
| Total Bathrooms:    | 04 | 4 Bedrooms     |         |    |             |                                 |  |  |  |  |  |
| Total Blhms:        | 1  |                |         |    |             |                                 |  |  |  |  |  |
| Total Half Baths:   | 0  |                |         |    |             |                                 |  |  |  |  |  |
| Total Xtra Fixtrs:  | 7  |                |         |    |             |                                 |  |  |  |  |  |
| Bath Style:         | 02 | Average        |         |    |             |                                 |  |  |  |  |  |
| Kitchen Style:      | 02 | Average        |         |    |             |                                 |  |  |  |  |  |

| OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B) |                |     |       |            |         |       |    |      |       |           |             |
|--------------------------------------------------------------------|----------------|-----|-------|------------|---------|-------|----|------|-------|-----------|-------------|
| Code                                                               | Description    | L/B | Units | Unit Price | Yr Bilt | Cond. | Cd | % Gd | Grade | Grade Adj | Appr. Value |
| FPL1                                                               | Fireplace 1 St | B   | 1     | 3300.00    | 1980    |       |    | 60   |       | 0.00      | 2,000       |

| BUILDING SUB-AREA SUMMARY SECTION |                              |             |            |          |              |                |
|-----------------------------------|------------------------------|-------------|------------|----------|--------------|----------------|
| Code                              | Description                  | Living Area | Floor Area | Eft Area | Unit Cost    | Undeprc Value  |
| BAS                               | First Floor                  | 986         | 986        | 986      | 138.49       | 136,551        |
| FEP                               | Porch, Enclosed, Finished    | 0           | 27         | 19       | 97.46        | 2,631          |
| FGR                               | Garage, Finished             | 0           | 550        | 220      | 55.40        | 30,468         |
| FOP                               | Porch, Open, Finished        | 0           | 290        | 58       | 27.70        | 8,032          |
| FUS                               | Upper Story, Finished        | 550         | 550        | 550      | 138.49       | 76,170         |
| UBM                               | Basement, Unfinished         | 0           | 671        | 134      | 27.66        | 18,558         |
| UOP                               | Porch, Open, Unfinished      | 0           | 12         | 2        | 23.08        | 277            |
| UST                               | Utility, Storage, Unfinished | 0           | 55         | 25       | 62.95        | 3,462          |
| <b>Ttl Gross Liv / Lease Area</b> |                              |             |            |          | <b>1,536</b> | <b>276,149</b> |

# 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        |
| <b>Property-Street Address and/or Description</b>   |               |      |           |            |               |
| 1263 WINCHENDON RD, GREEN ST, ROUTE 140             |               |      |           |            |               |
| <b>Grantors</b>                                     |               |      |           |            |               |
| PERREAULT REBECCA M                                 |               |      |           |            |               |
| <b>Grantees</b>                                     |               |      |           |            |               |
| PERREAULT GEORGE T                                  |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b> |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b> |               |      |           |            |               |



2005 00118153  
Bk: 36858 Pg: 59 Doc: DEED  
Page: 1 of 2 07/22/2005 10:02 AM

## DEED

1263 Winchendon Road, aka Green Street, Gardner, Massachusetts

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 Gardner, 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

2

TL

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.

*Rebecca M. Perreault*  
REBECCA M. PERREAULT

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this 18<sup>th</sup> day of July 2005, then personally appeared the above-named **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. Celeste Reynolds*  
Notary Public

My commission expires:

*Seal*

M. CELESTE REYNOLDS  
Notary Public  
Commonwealth of Massachusetts  
My 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

**CURRENT OWNER**  
CITY OF GARDNER  
95 PLEASANT ST STE 125  
GARDNER MA 01440  
GIS ID M\_159113\_929702  
Assoc Pld#  
TOPO  
UTILITIES  
STRT / ROAD  
LOCATION  
Bldg # 1  
Card # 1 of 1

**SUPPLEMENTAL DATA**  
All Pcd ID  
Sub-Div  
Photo  
Ward  
Prec.  
EXM LAND  
Description  
Code  
Appraised  
Assessed  
56,800  
56,800  
316  
GARDNER, MA

**RECORD OF OWNERSHIP**  
CITY OF GARDNER  
BK-VOL/PAGE SALE DATE Q/U VI SALE PRICE VC  
22762 0386 07-06-2000 U V 20,400 1E  
Year Code Assessed Year Code Assessed  
2023 9300 56,800 2022 9300 47,500 2021 9300 43,800  
Total 56,800 56,800  
**VISION**

| EXEMPTIONS |      |             |        | OTHER ASSESSMENTS |             |        |        |
|------------|------|-------------|--------|-------------------|-------------|--------|--------|
| Year       | Code | Description | Amount | Code              | Description | Number | Amount |
| Total      |      |             |        | Total             |             |        |        |
| 0.00       |      |             |        | 56,800            |             |        |        |

| ASSESSING NEIGHBORHOOD |           |   |         |
|------------------------|-----------|---|---------|
| Nbhd                   | Nbhd Name | B | Tracing |
| 0001                   |           |   | Batch   |

| NOTES      |  |  |  |
|------------|--|--|--|
| OLD RR BED |  |  |  |

| BUILDING PERMIT RECORD       |            |      |             |
|------------------------------|------------|------|-------------|
| Permit Id                    | Issue Date | Type | Description |
| Amount                       |            |      |             |
| Insp Date                    |            |      |             |
| % Comp                       |            |      |             |
| Date Comp                    |            |      |             |
| Comments                     |            |      |             |
| Date                         |            |      |             |
| Id                           |            |      |             |
| Type                         |            |      |             |
| Is                           |            |      |             |
| Cd                           |            |      |             |
| Purpose/Result               |            |      |             |
| Total Appraised Parcel Value |            |      |             |
| 56,800                       |            |      |             |

| LAND LINE VALUATION SECTION |                   |      |                        |
|-----------------------------|-------------------|------|------------------------|
| Use Code                    | Description       | Zone | Land Type              |
| 9300                        | City of Gardner V | R2   | Land Units             |
| 9300                        | City of Gardner V | R2   | 43,560 SF              |
|                             |                   |      | 11,000 AC              |
|                             |                   |      | Unit Price             |
|                             |                   |      | 1.74                   |
|                             |                   |      | Size Adj.              |
|                             |                   |      | 1,000,000              |
|                             |                   |      | Site Index             |
|                             |                   |      | 5                      |
|                             |                   |      | Cond.                  |
|                             |                   |      | 0.50                   |
|                             |                   |      | Nbhd.                  |
|                             |                   |      | 1,000                  |
|                             |                   |      | Nbhd. Adj              |
|                             |                   |      | 1,000                  |
|                             |                   |      | POT                    |
|                             |                   |      | TOPO                   |
|                             |                   |      | Notes                  |
|                             |                   |      | Special Use            |
|                             |                   |      | Adj Unit Pric          |
|                             |                   |      | Land Value             |
|                             |                   |      | 0                      |
|                             |                   |      | 0.87                   |
|                             |                   |      | 1,711.2                |
|                             |                   |      | 38,000                 |
|                             |                   |      | 18,800                 |
|                             |                   |      | Total Card Land Units  |
|                             |                   |      | 12.00                  |
|                             |                   |      | AC                     |
|                             |                   |      | Parcel Total Land Area |
|                             |                   |      | 12.00                  |
|                             |                   |      | Total Land Value       |
|                             |                   |      | 56,800                 |

| APPRAISED VALUE SUMMARY       |  |  |  |
|-------------------------------|--|--|--|
| Appraised Bldg. Value (Card)  |  |  |  |
| 0                             |  |  |  |
| Appraised Xf (B) Value (Bldg) |  |  |  |
| 0                             |  |  |  |
| Appraised Ob (B) Value (Bldg) |  |  |  |
| 0                             |  |  |  |
| Appraised Land Value (Bldg)   |  |  |  |
| 56,800                        |  |  |  |
| Special Land Value            |  |  |  |
| 0                             |  |  |  |
| Total Appraised Parcel Value  |  |  |  |
| 56,800                        |  |  |  |

| VISIT / CHANGE HISTORY |  |  |  |
|------------------------|--|--|--|
| Date                   |  |  |  |
| 10-20-2008             |  |  |  |
| PR                     |  |  |  |
| 99                     |  |  |  |

[illegible]

# 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 |
|----------------------------------------------|---------------|------|-----------|------------|---------------|
| 79188                                        | DEED          |      | 22762/386 | 07/06/2000 | 20400.00      |
| Property-Street Address and/or Description   |               |      |           |            |               |
| REL WINCHENDON RD PL BK 756-125              |               |      |           |            |               |
| Grantors                                     |               |      |           |            |               |
| BOSTON & MAINE CORP                          |               |      |           |            |               |
| Grantees                                     |               |      |           |            |               |
| GARDNER CITY                                 |               |      |           |            |               |
| References-Book/Pg Description Recorded Year |               |      |           |            |               |
| Registered Land Certificate(s)-Cert# Book/Pg |               |      |           |            |               |

2808

## 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.

00 JUL - 6 AM 9:33

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement<sup>1</sup> in, 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.

Winchendon Road, Gardner, MA

<sup>1</sup> under

Law Offices of  
George C. Corey  
144 Central Street  
Gardner, MA 01440



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.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waive, give up and renounce 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 exercise 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 13<sup>th</sup> day of June, 2000.

GRANTOR:  
BOSTON AND MAINE CORPORATION

Paul H. Havel  
Witness

By: David A. Fink  
David A. Fink, Chief Executive Officer

GRANTEE:  
CITY OF GARDNER

Paul H. Havel  
Witness


By: David J. Kelley

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 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.

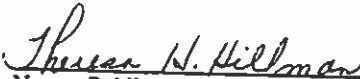
  
Notary Public  
My Commission Expires: 12/03/04  
See

## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

6/22, 2000

Then personally appeared Daniel J. Kelley the MAYOR of the **CITY OF GARDNER** and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said **CITY OF GARDNER**, before me.

  
Notary Public:  
My Commission Expires: 8/25/06  
See

## 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*



**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: 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, consummate 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 13<sup>th</sup> day of June, 2000.

  
John R. Nadolny, Secretary

Sec

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

Property Location  
Vision ID 4622

827 GREEN ST

Map ID R42/ 21/ 1/ 1

Account #

Bldg # 1

Bldg Name  
Sec # 1 of 1

Card # 1 of 1

Slate Use 9591  
Print Date 1/5/2023 7:53:49 PM

CURRENT OWNER

GAAMHA INC

208 COLEMAN ST

GARDNER MA 01440

UTILITIES

1 Level

5 Well

6 Septic

STRT/ROAD

1 Paved

LOCATION

2/ Suburban

TOPO

1 Level

EXEMPT

EXM LAND

EXEMPT

Code

9590

9590

9590

Assessed

406,400

390,300

81,400

Assessed

406,400

390,300

81,400

316

GARDNER, MA

RECORD OF OWNERSHIP

BK-VOL/PAGE

SALE DATE

Q/U

VII

SALE PRICE

VC

Assoc Pld#

GAAMHA INC

63792

211

11-19-2020

U

I

799,900

1K

ROSENBLATT DEBORAH M

52256

0213

04-28-2014

U

I

1H

LEBLANC NOELLA M

50812

0071

03-20-2013

U

I

99

1A

LEBLANC LEONARD J & NOELLA M

07738

0252

04-25-1983

U

I

70,000

1B

LAND CORPORATION OF GARDNER

04784

0265

0

EXEMPTIONS

Year

Code

Description

Amount

Code

Description

Number

Amount

Comm Int

Total

0.00

ASSESSING NEIGHBORHOOD

Nbrd

Nbrd Name

Batch

0001

NOTES

WHITE&BRICK/IA

REMOVED FROM 61B FY2022

7/2022 CARL E DAVIS HOUSE @ EVERGREEN GR

APPROXIMATED VALUE SUMMARY

Appraised Bldg. Value (Card)

Appraised X1 (B) Value (Bldg)

Appraised Ob (B) Value (Bldg)

Appraised Land Value (Bldg)

Special Land Value

Total Appraised Parcel Value

402,600

3,800

81,400

390,300

0

878,100

BUILDING PERMIT RECORD

Permit Id

Issue Date

Type

Description

Amount

Insp Date

% Comp

Date Comp

Comments

B-22-178

03-23-2022

20

Comm Misc

5,000

04-14-2022

100

08-17-2022

DRO 36" TEMPORARY TRAIL

B-21-309

10-20-2021

22

Res Misc

35,000

12-15-2021

100

08-17-2022

Install a residential sprinkler sy

B-21-801

10-04-2021

10

Sign

600

11-05-2021

100

08-17-2022

24"X36" DOUBLE-SIDED SIG

B-20-762

02-22-2021

13

Addition

250,000

12-15-2021

100

12-15-2021

28' x 30' 10" addition and whol

LAND LINE VALUATION SECTION

B

Use Code

Description

Zone

Land Type

Land Units

Unit Price

Size Adj.

Site Index

Cond.

Nbrhd.

Nbrhd. Adj.

Notes

Special Use

Adj Unit Pnc

Land Value

1

9591

Char Housing R

R2

60,000

SF

1.30

0.75000

4

1.00

1.000

0

0.98

58,500

1

9590

Char Housing V

R2

113,620

AC

4,000.00

1.00000

0

1.00

1.000

0

2,920

331,800

Total Card Land Units

115.00

AC

Parcel Total Land Area

115.00

Total Land Value

390,300

PREVIOUS ASSESSMENTS (HISTORY)

Year

Code

Assessed

Year

Code

Assessed

Year

Code

Assessed

2023

9590

406,400

2022

9590

309,900

2021

0101

280,300

2023

9590

390,300

2022

9590

375,900

2021

0101

38,300

2023

9590

81,400

2022

9590

61,800

2021

0101

61,800

2023

9590

81,400

2022

9590

61,800

2021

0806

83,000

VISION

VISION



# 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        |
| <b>Property-Street Address and/or Description</b>                                                      |               |      |           |            |               |
| WINCHENDON RD                                                                                          |               |      |           |            |               |
| <b>Grantors</b>                                                                                        |               |      |           |            |               |
| LEBLANC THOMAS R, ROSENBLATT DEBORAH M, MCAVOY JOANN M, LEBLANC STEVEN J, MCAVOY ROBERT, LEBLANC LINDA |               |      |           |            |               |
| <b>Grantees</b>                                                                                        |               |      |           |            |               |
| GAAMHA INC                                                                                             |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b>                                                    |               |      |           |            |               |
| 66315/188 DEED 2021                                                                                    |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b>                                                    |               |      |           |            |               |



# Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document – Do not remove

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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  
\*\*\*\*\*

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.

Easterly Side of Winchendon Road, Gardner, MA 01440

Grantor(s) hereby releases any and all homestead rights to the premises and certify under the pains and penalties 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 penalties 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 August 13, 2021, recorded in the Worcester South District Registry of Deeds in Book 66315, Page 188.

**THE REMAINDER OF THIS PAGE IS BLANK**

**SIGNATURES TO FOLLOW**

Executed as a sealed instrument this 28<sup>th</sup> day of August, 2021.

Thomas R. LeBlanc

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 28<sup>th</sup> 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 MA Drivers License (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.

David Breton

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.

Executed as a sealed instrument this 23 day of August, 2021.

\_\_\_\_\_  
Thomas R. LeBlanc

Deborah M. Rosenblatt  
Deborah M. Rosenblatt

Joann M. McAvoy  
Joann M. McAvoy

\_\_\_\_\_  
Steven J. LeBlanc

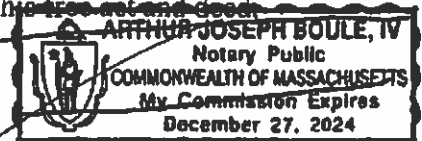
COMMONWEALTH OF MASSACHUSETTS

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 act and deed before me.

[Signature]

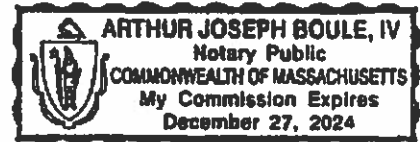
Notary Public.  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 23 day of August, 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was mail (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.



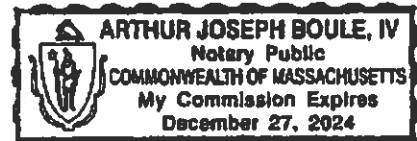
Arthur J. Boule IV

Notary Public: Arthur J. Boule IV  
My Commission Expires: 12/27/24

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 23 day of August, 2021, before me, the undersigned notary public, personally appeared Joann M. McAvoy, proved to me through satisfactory evidence of identification, which was ma (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.



Arthur J. Boule IV

Notary Public: Arthur J. Boule IV  
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

Robert McAvoy

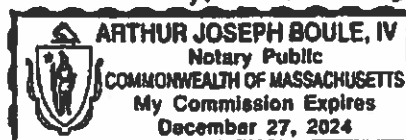
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On 23 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 ma, 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.

Arthur J. Boule IV

Notary Public: Arthur J. Boule IV  
My Commission Expires: 12-27-2024





Executed as a sealed instrument this 31st day of August, 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

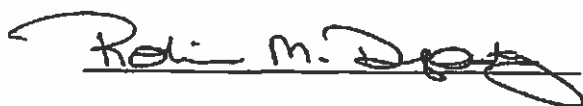
Norfolk, ss

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.

## STATE OF DELAWARE

Kent, ss

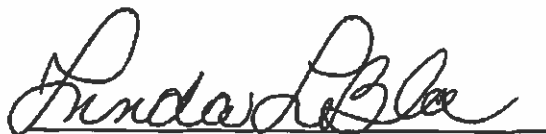
On this 31<sup>st</sup> day of August, 2021, before me, the undersigned notary public, personally appeared Steven J. LeBlanc, proved to me through satisfactory evidence of identification, which was Delaware Driver's License (source of identification), to be the person whose name is signed on this document, 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.

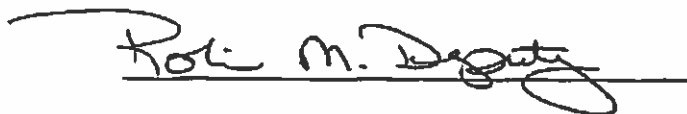


Linda LeBlanc

## STATE OF DELAWARE

Kent, ss

On 31<sup>st</sup> 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 Delaware Driver's License, 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.



Notary Public:

My Commission Expires:



ATTEST: WORC Kathryn A. Toomey, Register

**Parcel ID:**

M42-14-6

**Address:**

No Formal Address

**Owner:**

City of Gardner

**Other:**

Wooded Vacant Lot

[illegible]

Property Location  
Vision ID 2004

GREEN ST

Account #

Map ID M421 14/ 6/ 1

Bldg # 1

State Use 9300

Print Date 1/5/2023 2:13:55 PM

CONSTRUCTION DETAIL

Element

Cd

Description

Element

Cd

Description

Style: 99

Model: 00

Grade: Vacant Land

Stories: Vacant

Occupancy

Exterior Wall 1

Exterior Wall 2

Roof Structure:

Roof Cover

Interior Wall 1

Interior Wall 2

Interior Flr 1

Interior Flr 2

Heat Fuel

Heat Type:

AC Type:

Total Bedrooms

Total Bthrms:

Total Half Baths

Total Xtra Fixtrs

Total Rooms:

Bath Style:

Kitchen Style:

CONSTRUCTION DETAIL (CONTINUED)

Code

Description

Percentage

9300

City of Gardner V

100  
0  
0

COST / MARKET VALUATION

RCN

0

Year Built

Effective Year Built

Depreciation Code

Remodel Rating

Year Remodeled

Depreciation %

Functional Obsol

Economic Obsol

Trend Factor

Condition

Condition %

Percent Good

RCNLD

Dep % Ovr

Dep Ovr Comment

Misc Imp Ovr

Misc Imp Ovr Comment

Cost to Cure Ovr

Cost to Cure Ovr Comment

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

Code

Description

L/B

Units

Unit Price

Yr Blt

Cond.

Cd

% Gd

Grade

Grade Adj

Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code

Description

Living Area

Floor Area

Elt Area

Unit Cost

Undeprc Value

Ttl Gross Liv / Lease Area

0


0

0

0

0

No Sketch



**Parcel ID:**

M42-25-01

**Address:**

1010 Green Street

**Owner:**

New England Power (National Grid)

**Other:**

National Grid Right of Way/ Old Rail Bed



**CURRENT OWNER**  
NEW ENGLAND POWER  
**TOPO**  
**UTILITIES**  
**STRT/ROAD**  
**LOCATION**

C/O PROP TAX DEPT  
40 SYLVAN RD  
WALTHAM MA 02451-2286  
All Proj ID  
Sub-Div  
Photo  
Ward  
Prec.  
GIS ID M\_159333\_928234  
Assoc Pld#  
IND LAND  
Code 4230  
Appraised 80,800  
Assessed 80,800  
316  
GARDNER, MA

**VISION**

**RECORD OF OWNERSHIP**  
NEW ENGLAND POWER  
BK-VOL/PAGE SALE DATE Q/U V/I SALE PRICE VG  
4384 0009 Q V 7,500 00  
Year Code Assessed Year Code Assessed Year Code Assessed  
2023 4230 80,800 2022 4230 74,900 2021 4230 74,900  
Total 80,800 Total 74,900 Total 74,900

**EXEMPTIONS**  
Year Code Description Amount Code Description Number Amount  
Total 0.00  
**OTHER ASSESSMENTS**  
Year Code Description Number Amount  
Total 80,800  
This signature acknowledges a visit by a Data Collector or Assessor

**ASSESSING NEIGHBORHOOD**  
Nbhd 0001 Nbhd Name B Tracing Batch  
Total 0.00  
**APPROAISED VALUE SUMMARY**  
Appraised Bldg. Value (Card) 0  
Appraised Xf (B) Value (Bldg) 0  
Appraised Ob (B) Value (Bldg) 0  
Appraised Land Value (Bldg) 80,800  
Special Land Value 0  
Total Appraised Parcel Value 80,800

**NOTES**  
WITH M27/20/51,M27/15/29,M37/20/10

**BUILDING PERMIT RECORD**  
Permit ID Issue Date Type Description Amount Insp Date % Comp Date Comp Comments  
Total Appraised Parcel Value 80,800

**VISIT / CHANGE HISTORY**  
Date Id Type Is Cd Purpos/Result  
09-01-2022 CK 22 Vacant Parcel  
10-20-2008 AO 00 Measur+Listed  
04-08-1981

**LAND LINE VALUATION SECTION**  
B Use Code Description Zone Land Type Land Units Unit Price Size Adj. Site Index Cond. Nbhd. Nbhd. Adj. Notes Special Use Adj Unit Pric Land Value  
1 4230 Elec Row R2 43,560 SF 17,690 AC 1,39 1,00000 A 0.75 C1 1,000 1,000  
1 4230 Elec Row R2 17,690 AC 4,000.00 1,00000 0 0.50 1,000 1,000  
Total Card Land Units 18.69 AC Parcel Total Land Area: 18.69  
Total Land Value 80,800

[illegible]

**Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report**

Current datetime: 2/7/2023 3:28:21 PM

| Doc#                                         | Document Type | Town | Book/Page | File Date | Consideration |
|----------------------------------------------|---------------|------|-----------|-----------|---------------|
| 0                                            |               |      |           |           |               |
| Property-Street Address and/or Description   |               |      |           |           |               |
| Grantors                                     |               |      |           |           |               |
| Grantees                                     |               |      |           |           |               |
| References-Book/Pg Description Recorded Year |               |      |           |           |               |
| Registered Land Certificate(s)-Cert# Book/Pg |               |      |           |           |               |

4384

9

See Plan  
Book 273,  
Plan 3

# KNOW ALL MEN BY THESE PRESENTS

that Boston and Maine Railroad, a corporation duly established under the laws of the Commonwealth of Massachusetts, for ~~the sum of~~ <sup>Seventy-five Hundred Dollars (\$7500.00)</sup> ~~and other valuable considerations~~ paid and received, to it/by New England 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 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 Relocation (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 (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 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 hundredths (18.69) acres;

all of said parcels being as shown upon a plan marked: "Boston and Maine Railroad Proposed Land Sale East 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, ~~and a copy of which is hereto attached~~ to which reference is hereby made for a further description of said premises.

By the acceptance of this deed the grantee 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.

**Parcel ID:**

M37-20-10

**Address:**

No Formal Address

**Owner:**

New England Power (National Grid)

**Other:**

Wooded Lot

NEW ENGLAND POWER

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

TOPO

UTILITIES

STRT/ROAD

LOCATION

316

GARDNER, MA

Supplemental Data

GIS ID M\_159033\_927414  
Assoc Pk#

| RECORD OF OWNERSHIP |             |            |       | CURRENT ASSESSMENT |        |        |      |
|---------------------|-------------|------------|-------|--------------------|--------|--------|------|
| NEW ENGLAND POWER   | BK-VOL/PAGE | SALE DATE  | QU/VL | SALE PRICE         | VC     | Year   | Code |
| 4384                | 0009        | 07-09-1963 | Q     | V                  | 7,500  | 00     | 2023 |
| Total               |             |            |       | 52,500             | 52,500 | 52,500 |      |

| EXEMPTIONS |      |             |        | OTHER ASSESSMENTS |             |        |        |
|------------|------|-------------|--------|-------------------|-------------|--------|--------|
| Year       | Code | Description | Amount | Code              | Description | Number | Amount |
| Total      |      |             |        | Total             |             |        |        |
|            |      |             |        | 52,500            |             |        |        |

| ASSESSING NEIGHBORHOOD |           |   |         | APPRAISED VALUE SUMMARY       |  |  |  |
|------------------------|-----------|---|---------|-------------------------------|--|--|--|
| Nbhd                   | Nbhd Name | B | Tracing | Appraised Bldg. Value (Card)  |  |  |  |
| 0001                   |           |   |         | Appraised X1 (B) Value (Bldg) |  |  |  |
| Total                  |           |   |         | Appraised Ob (B) Value (Bldg) |  |  |  |
|                        |           |   |         | Appraised Land Value (Bldg)   |  |  |  |
|                        |           |   |         | Special Land Value            |  |  |  |
|                        |           |   |         | Total Appraised Parcel Value  |  |  |  |

WITH M27/20/51,M27/15/29,M42/25/1

| BUILDING PERMIT RECORD       |            |      |             | VISIT/CHANGE HISTORY |           |        |           |
|------------------------------|------------|------|-------------|----------------------|-----------|--------|-----------|
| Permit Id                    | Issue Date | Type | Description | Amount               | Insp Date | % Comp | Date Comp |
| Total Appraised Parcel Value |            |      |             | 52,500               |           |        |           |

| LAND LINE VALUATION SECTION |      |          |      | PREVIOUS ASSESSMENTS (HISTORY) |          |      |      |
|-----------------------------|------|----------|------|--------------------------------|----------|------|------|
| Year                        | Code | Assessed | Year | Code                           | Assessed | Year | Code |
| 2023                        | 4230 | 52,500   | 2022 | 4230                           | 46,600   | 2021 | 4230 |
| Total                       |      |          |      | Total                          |          |      |      |
|                             |      |          |      | 46,600                         |          |      |      |

| B                     | Use Code | Description | Zone | Land Type | Land Units                   | Unit Price | Size Adj. | Site Index | Cand.            | Nbhd. | Nbhd. Adj | Notes | Special Use | Adj Unit Pric | Land Value |
|-----------------------|----------|-------------|------|-----------|------------------------------|------------|-----------|------------|------------------|-------|-----------|-------|-------------|---------------|------------|
| 1                     | 4230     | Elec Row    | R2   |           | 43,560 SF                    | 1.39       | 1.00000   | A          | 0.75             | C1    | 1.000     |       | 0           | 1.04          | 45,400     |
| 1                     | 4230     | Elec Row    | 000  |           | 3,540 AC                     | 4,000.00   | 1.00000   | 0          | 0.50             |       | 1.000     |       | 0           | 2,000         | 7,100      |
| Total Card Land Units |          |             |      | 4.54 AC   | Parcel Total Land Area: 4.54 |            |           |            | Total Land Value |       |           |       | 52,500      |               |            |





Property Location 1010 GREEN ST  
Vision ID 104438

Map ID M42/25/11/1

Bldg Name  
Sec # 1 of 1

Card # 1 of 1

State Use 4230  
Print Date 1/6/2023 5:00:33 PM

10891  
NEW ENGLAND POWER

Account #

TOPO

UTILITIES

STRT/ROAD

LOCATION

Description

CURRENT ASSESSMENT

316

C/O PROP TAX DEPT

40 SYLVAN RD

WALTHAM

MA 02451-2286

Alt Prcd ID

Sub-Div

Photo

Ward

Prec.

SUPPLEMENTAL DATA

IND LAND

Code

Appraised

Assessed

80,800

GARDNER, MA

GIS ID M\_159333\_928234

Assoc Pld#

VISION

NEW ENGLAND POWER

BK-VOL/PAGE 4384 0009

SALE DATE Q1 V1

SALE PRICE 7,500 00

VC

Year

Code

Assessed

Year

Code

Assessed

EXEMPTIONS

Amount

Code

Description

Number

Amount

Comm Int

Total

80,800

Total

74,900

Total

PREVIOUS ASSESSMENTS (HISTORY)

74,900

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)

0

Appraised Xf (B) Value (Bldg)

0

Appraised Ob (B) Value (Bldg)

0

Appraised Land Value (Bldg)

80,800

Special Land Value

0

Total Appraised Parcel Value

80,800

WITH M27/20/51,M27/15/29,M37/20/10

BUILDING PERMIT RECORD

Permit ID

Issue Date

Type

Description

Amount

Insp Date

% Comp

Date Comp

Comments

Date

Id

Type

Is

Cd

Purpose/Result

22

Vacant Parcel

00

Measur+Listed

09-01-2022

CK

AO

04-08-1981

80,800

LAND LINE VALUATION SECTION

Notes

Special Use

Adj Unit Pric

Land Value

45,400

35,400

4230

Elec Row

R2

43,560 SF

17,690 AC

1,39

4230

Elec Row

R2

4,000,000

1,000,000

0

0.75

C1

1,000

1,000

0.50

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Total Card Land Units

18.69

AC

Parcel Total Land Area: 18.69

Total Land Value

80,800

[illegible]

**No Sketch**



# Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:26:48 PM

| Doc#                                                | Document Type | Town | Book/Page | File Date  | Consideration |
|-----------------------------------------------------|---------------|------|-----------|------------|---------------|
| 43846                                               | DEED          |      | 04384/9   | 07/09/1963 | 7500.00       |
| <b>Property-Street Address and/or Description</b>   |               |      |           |            |               |
| PARK ST, CEMETARY RD, WINCHENDON ST, SOUTH ST       |               |      |           |            |               |
| <b>Grantors</b>                                     |               |      |           |            |               |
| BOSTON & MAINE RAILROAD                             |               |      |           |            |               |
| <b>Grantees</b>                                     |               |      |           |            |               |
| NEW ENGLAND POWER CO                                |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b> |               |      |           |            |               |
| 49801/181 REL 2012                                  |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b> |               |      |           |            |               |

4384

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See Plan  
Book 273,  
Plan 3

# KNOW ALL MEN BY THESE PRESENTS

that Boston and Maine Railroad, a corporation duly established under the laws of the Commonwealth of Massachusetts, for ~~the sum of~~ <sup>Seventy-five Hundred Dollars (\$7500.00)</sup> ~~and received,~~ paid to it ~~by~~ New England 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 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 Relocation (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 (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 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 hundredths (18.69) acres;

all of said parcels being as shown upon a plan marked: "Boston and Maine Railroad Proposed Land Sale East 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, ~~and a copy of which is attached to which reference is hereby made for a further description of said premises.~~

By the acceptance of this deed the grantee 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.



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2.

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 parcels from 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 *April*, in the year one thousand nine hundred and sixty-three.

BOSTON AND MAINE RAILROAD,

By *G. F. Glacy*

Vice President.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston, *April 11*, 1963.

Then personally appeared the above named G. F. Glacy, a Vice President of said Boston and Maine Railroad, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Maine Railroad,

before me

Gertrude E. Cryan

Notary Public

My Commission expires *Aug. 30, 1963*



Form 2639

4384

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At a Meeting of the Board of Directors of BOSTON AND MAINE RAILROAD,  
duly called, notified and held on June 13, 1962, 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  
containing ~~an~~ areas of about 1.25 acres, 8.83 acres, 4.54 acres and 18.69/ acres, 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 further

"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,

the grantee in the deed to which this certificate is attached, is the party who has been nominated ~~by the~~

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:

  
Clerk.

Recorded July 9, 1963 at 9h. A. M.

**Parcel ID:**

M42-25-03

**Address:**

834 Green St

**Owner:**

Donald Lajoie

**Other:**

Current use would be grandfathered in the  
event of a zoning change

[illegible]



# Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:20:54 PM

| Doc#                                                  | Document Type | Town | Book/Page | File Date  | Consideration |
|-------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 21368                                                 | DEED          |      | 42488/182 | 02/29/2008 | 1.00          |
| <b>Property-Street Address and/or Description</b>     |               |      |           |            |               |
| 834 GREEN ST                                          |               |      |           |            |               |
| <b>Grantors</b>                                       |               |      |           |            |               |
| LAJOIE DONALD T JR, LAJOIE DONALD T, JOHNSON RHONDA C |               |      |           |            |               |
| <b>Grantees</b>                                       |               |      |           |            |               |
| LAJOIE DONALD T JR                                    |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b>   |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b>   |               |      |           |            |               |



2008 00021358

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;

Property: 834 Green Street, Gardner, Massachusetts

zh



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;

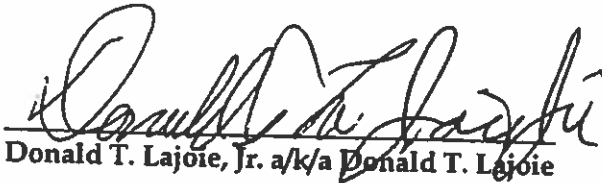
THENCE South 40 3/4° East, 33 rods and 21 links to a stake and stones on the line of the aforesaid Eaton land;

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 25<sup>th</sup> day of February 2008.

  
Donald T. Lajoie, Jr. a/k/a Donald T. Lajoie

  
Rhonda C. Johnson

Commonwealth of Massachusetts

Worcester, ss

On this 25 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 MA DE U.C., 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. ROCHEFORT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
10-10-2011



Notary Public  
My Commission Exp:

ATTEST: WORC. Anthony J. Vigliotti, Register

**Parcel ID:**

R37-16-27

**Address:**

131 Eaton St

**Owner:**

City of Gardner

**Other:**

Municipal Driving Range and Wooded lot





# Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:23:51 PM

| Doc#                                                | Document Type | Town | Book/Page | File Date  | Consideration |
|-----------------------------------------------------|---------------|------|-----------|------------|---------------|
| 24284                                               | DEED          |      | 14013/338 | 03/04/1992 | 218208.00     |
| <b>Property-Street Address and/or Description</b>   |               |      |           |            |               |
| EATON ST & GREEN ST-RTE 140                         |               |      |           |            |               |
| <b>Grantors</b>                                     |               |      |           |            |               |
| DENMAN JOHN W, DENMAN GEORGIA O                     |               |      |           |            |               |
| <b>Grantees</b>                                     |               |      |           |            |               |
| GARDNER CITY OF                                     |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b> |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b> |               |      |           |            |               |

14013 PAGE 338

MASSACHUSETTS QUITCLAIM DEED INDIVIDUAL (LONG FORM) 802

WE, JOHN W. DENMAN and GEORGIA O. DENMAN, both  
of Saint Ansgar, Iowa

County: Massachusetts

being purchased, for consideration paid, and in full consideration of TWO HUNDRED EIGHTEEN  
THOUSAND TWO HUNDRED EIGHT and 22/100THS (\$218,208.22)-----  
grant to CITY OF GARDNER, a municipal corporation, X

95 Pleasant Street

of Gardner, Massachusetts 01440

with quitclaim covenants

the said:

(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 Street, 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, Page 477 (Lajoie).

PROPERTY ADDRESS:-  
Eaton Street  
Gardner, Massachusetts

Map of 3 50 PM '92



BOOK 14013 PAGE 339

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 03-52'-08"E, 442.80 feet to a granite bound at a point of curvature; 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 of 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 7286, Page 129.

\*and Parcel 7-D-1-C

\*\*in Plan Book 656, Plan 110.

REC-14013 PAGE 340

Witness OUR hand s and seal s this 29th day of February 19 92

JOHN W. DENMAN

Georgia O. Denman

## STATE OF IOWA

~~Notary Public for the State of Iowa~~

CLARKE

ss.

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

Laura C. Schultz

Notary Public - JAMES DENMAN

My commission expires 12-9-94



## 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 post 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 total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ATTEST: WORC., Anthony J. Vigliotti, Register

**Parcel ID:**

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





# Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:37:43 PM

| Doc#                                                                                                   | Document Type | Town | Book/Page | File Date  | Consideration |
|--------------------------------------------------------------------------------------------------------|---------------|------|-----------|------------|---------------|
| 146123                                                                                                 | DEED          |      | 66317/109 | 10/18/2021 | 100.00        |
| <b>Property-Street Address and/or Description</b>                                                      |               |      |           |            |               |
| WINCHENDON RD                                                                                          |               |      |           |            |               |
| <b>Grantors</b>                                                                                        |               |      |           |            |               |
| LEBLANC THOMAS R, ROSENBLATT DEBORAH M, MCAVOY JOANN M, LEBLANC STEVEN J, MCAVOY ROBERT, LEBLANC LINDA |               |      |           |            |               |
| <b>Grantees</b>                                                                                        |               |      |           |            |               |
| GAAMHA INC                                                                                             |               |      |           |            |               |
| <b>References-Book/Pg Description Recorded Year</b>                                                    |               |      |           |            |               |
| 66315/188 DEED 2021                                                                                    |               |      |           |            |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b>                                                    |               |      |           |            |               |



# 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  
\*\*\*\*\*

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.

Easterly Side of Winchendon Road, Gardner, MA 01440

Grantor(s) hereby releases any and all homestead rights to the premises and certify under the pains and penalties 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 penalties 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 August, 23, 2021, recorded in the Worcester South District Registry of Deeds in Book 66315, Page 188.

**THE REMAINDER OF THIS PAGE IS BLANK**

**SIGNATURES TO FOLLOW**

Executed as a sealed instrument this 28<sup>th</sup> day of August, 2021.

Thomas R. LeBlanc

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 28<sup>th</sup> 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 MA Drivers License (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.

David Breton

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.

Executed as a sealed instrument this 23 day of August, 2021.

\_\_\_\_\_  
Thomas R. LeBlanc

Deborah M. Rosenblatt  
Deborah M. Rosenblatt

Joann M. McAvoy  
Joann M. McAvoy

\_\_\_\_\_  
Steven J. LeBlanc

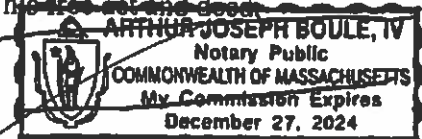
COMMONWEALTH OF MASSACHUSETTS

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 act and deed before me.

Arthur Joseph Boule, IV

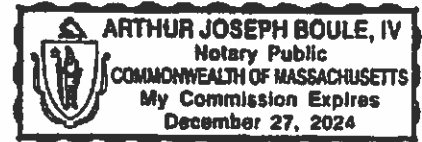
Notary Public:  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 23 day of August, 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was mail (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.



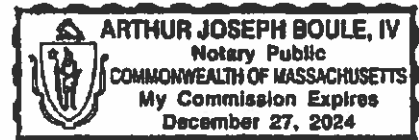
[Signature]

Notary Public: Arthur J. Boule IV  
My Commission Expires: 12/27/24

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 23 day of August, 2021, before me, the undersigned notary public, personally appeared Joann M. McAvoy, proved to me through satisfactory evidence of identification, which was [Signature] (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.



[Signature]

Notary Public: Arthur J. Boule IV  
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.

[Signature]

Robert McAvoy

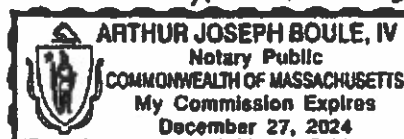
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On 23 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 [Signature], 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.

[Signature]

Notary Public: Arthur J. Boule IV  
My Commission Expires: 12-27-2024





Executed as a sealed instrument this 31st day of August, 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

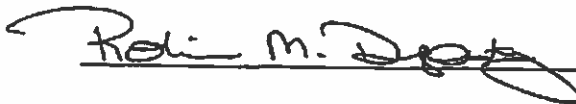
Norfolk, ss

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.

## STATE OF DELAWARE

Kent, ss

On this 31<sup>st</sup> 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 Driver's License (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.

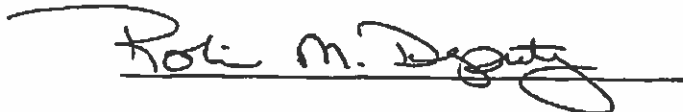


Linda LeBlanc

## STATE OF DELAWARE

Kent, ss

On 31<sup>st</sup> 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 Delaware Driver's License, 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.



Notary Public:

My Commission Expires:



ATTEST: WORC Kathryn A. Toomey, Register

**Parcel ID:**

M47-22-04

**Address:**

No Formal Address

**Owner:**

City of Gardner

**Other:**

Vacant Wooded Lot

Account #

Bldg # 1

Card # 1 of 1

State Use 9300  
Print Date 1/5/2023 2:13:39 PM

Bldg Name  
Sec # 1 of 1

Map ID M471 22/ 41 /

Account #

Property Location  
Vision ID 2002

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Vision ID 2002

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Vision ID 2002



**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                                                   |               |      |           |           |               |
| <b>Property-Street Address and/or Description</b>   |               |      |           |           |               |
| AYER RD                                             |               |      |           |           |               |
| <b>Grantors</b>                                     |               |      |           |           |               |
| POUTRY MARTIN D, SHAKER PLACE REALTY TR             |               |      |           |           |               |
| <b>Grantees</b>                                     |               |      |           |           |               |
| <b>References-Book/Pg Description Recorded Year</b> |               |      |           |           |               |
| <b>Registered Land Certificate(s)-Cert# Book/Pg</b> |               |      |           |           |               |



the mortgagee shall have the statutory power of sale.  
 I N W I T N E S S W H E R E O F 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

Samuel Seder Justice of the Peace  
 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 Stock-  
 holders and Directors.

On motion duly made and seconded it was V O T E D that the Treasur-  
 er 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:

Attest: Philip Rosenberg Clerk

Rec'd July 30, 1937 at 4h. 31m. P. M. Ent'd & Ex'd

\* \* \* \* \*

I, Harriet G. Heywood, of Gardner, Worcester County, Massachu-  
 setts, 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 fol-  
 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.

Heywood

to

City of Gardner

1-\$2.00 Stamp  
 Cancelled

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 wall to a corner of the wall at land of Artemas Coolidge; thence N.  
 27 1/4° E. by said Coolidge land 7 rods 5 links to a corner; thence N.  
 78 1/2° E. 5 rods; thence N. 87 1/2° 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.

W I T N E S S my hand and seal this 29th day of July 1937.

Harriet G. Heywood (seal)

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

\* \* \* \* \*

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:

Heywood Farm, Inc.

to

City of Gardner

Tract 1. A certain tract of land situated in the northerly part of

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

|                 |                   |       |           |             |            |                    |      |           |          |
|-----------------|-------------------|-------|-----------|-------------|------------|--------------------|------|-----------|----------|
| CURRENT OWNER   |                   | TOPO  | UTILITIES | STRT / ROAD | LOCATION   | CURRENT ASSESSMENT |      | 316       |          |
| CITY OF GARDNER | 4 Rolling         |       |           | 1 Paved     | 2 Suburban | Description        | Code | Appraised | Assessed |
|                 |                   |       |           |             |            | EXM LAND           | 9300 | 799,700   | 799,700  |
|                 | SUPPLEMENTAL DATA |       |           |             |            |                    |      |           |          |
|                 | All Proj ID       |       |           |             |            |                    |      |           |          |
|                 | Sub-Div           |       |           |             |            |                    |      |           |          |
| GARDNER         | MA                | 01440 | Photo     |             |            |                    |      |           |          |
|                 |                   |       | Ward      |             |            |                    |      |           |          |
|                 |                   |       | Prec.     |             |            |                    |      |           |          |
| GIS ID          | M_158932_928580   |       |           |             |            |                    |      |           |          |
|                 |                   |       |           |             |            |                    |      |           |          |
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| RECORD OF OWNERSHIP |   | BR-VOL/PAGE | SALE DATE  | QU | VI | SALE PRICE | VC    | PREVIOUS ASSESSMENTS (HISTORY) |      |          |      |      |          |
|---------------------|---|-------------|------------|----|----|------------|-------|--------------------------------|------|----------|------|------|----------|
|                     |   |             |            |    |    |            | Total | 799,700                        |      |          |      |      |          |
| CITY OF GARDNER     | 1 | 0           | 01-01-1900 | Q  | V  | 0          | 00    | Year                           | Code | Assessed | Year | Code | Assessed |
|                     |   |             |            |    |    |            |       | 2023                           | 9300 | 799,700  | 2022 | 9300 | 781,300  |

| EXEMPTIONS |      |             |        | OTHER ASSESSMENTS |             |        |        | Total                                                                | Total   | Total   |
|------------|------|-------------|--------|-------------------|-------------|--------|--------|----------------------------------------------------------------------|---------|---------|
| Year       | Code | Description | Amount | Code              | Description | Number | Amount |                                                                      |         |         |
|            |      |             |        |                   |             |        |        | 799,700                                                              | 781,300 | 773,700 |
|            |      |             |        |                   |             |        |        | This signal are acknowledges a visit by a Data Collector or Assessor |         |         |
|            |      |             |        |                   |             |        |        | APPRAISED VALUE SUMMARY                                              |         |         |

| ASSESSING NEIGHBORHOOD        |           |   |         | 2017 MARKET VALUE SUMMARY |   |
|-------------------------------|-----------|---|---------|---------------------------|---|
| Nbhd                          | Nbhd Name | B | Tracing | Batch                     |   |
| 0001                          |           |   |         |                           |   |
| Total                         |           |   |         | 0.00                      |   |
| Appraised Bldg. Value (Card)  |           |   |         |                           | 0 |
| Appraised XI (B) Value (Bldg) |           |   |         |                           | 0 |
| Appraised Ob (B) Value (Bldg) |           |   |         |                           | 0 |

| NOTES                        |         |
|------------------------------|---------|
| Appraised Land Value (Bldg)  | 799,700 |
| Special Land Value           | 0       |
| Total Appraised Parcel Value | 799,700 |

| BUILDING PERMIT RECORD |            |      |             |        |           |        |           |            |     | Total Appraised Parcel Value |    | 799,700 |                |
|------------------------|------------|------|-------------|--------|-----------|--------|-----------|------------|-----|------------------------------|----|---------|----------------|
| Permit Id              | Issue Date | Type | Description | Amount | Insp Date | % Comp | Date Comp | Comments   |     | VISIT / CHANGE HISTORY       |    |         |                |
|                        |            |      |             |        |           |        |           | Date       | Id  | Type                         | Is | Cd      | Purpose/Result |
|                        |            |      |             |        |           |        |           | 05-25-2022 | CK  |                              |    | 22      | Vacant Parcel  |
|                        |            |      |             |        |           |        |           | 10-28-2008 | JAG |                              |    | 99      |                |
|                        |            |      |             |        |           |        |           | 09-15-1995 | RM  |                              |    | 00      | Measur+Listed  |
|                        |            |      |             |        |           |        |           | 06-15-1981 | 79  |                              |    | 00      | Measur+ Listed |

| LAND LINE VALUATION SECTION |                   |      |           |            |            |                                |            |       |       |            |       |             |                |            |
|-----------------------------|-------------------|------|-----------|------------|------------|--------------------------------|------------|-------|-------|------------|-------|-------------|----------------|------------|
| Use Code                    | Description       | Zone | Land Type | Land Units | Unit Price | Size Adj.                      | Site Index | Cond. | Nbhd. | Nbhd. Adj. | Notes | Special Use | Adj Unit Price | Land Value |
| 9300                        | City of Gardner V | R2   |           | 43,560 SF  | 1.74       | 1.000000                       | 5          | 1.00  |       | 1.000      |       |             | 1.74           | 75,900     |
| 9300                        | City of Gardner V | R2   |           | 0 FF       | 0.00       | 1.000000                       | 0          | 1.00  |       | 1.000      |       |             | 0              | 0          |
| 9300                        | City of Gardner V | R2   |           | 312,000 AC | 4,000.00   | 1.000000                       | 0          | 1.00  |       | 1.000      |       |             | 2,320          | 723,800    |
| Total Card Land Units       |                   |      |           | 313.00     | AC         | Parcel Total Land Area: 313.00 |            |       |       |            |       |             |                |            |

| CONSTRUCTION DETAIL            |                   |             | CONSTRUCTION DETAIL (CONTINUED) |    |             |
|--------------------------------|-------------------|-------------|---------------------------------|----|-------------|
| Element                        | Cd                | Description | Element                         | Cd | Description |
| Style:                         | 99                |             |                                 |    |             |
| Model:                         | 00                | Vacant Land |                                 |    |             |
| Grade:                         |                   |             |                                 |    |             |
| Stories:                       |                   |             |                                 |    |             |
| Occupancy                      |                   |             |                                 |    |             |
| Exterior Wall 1                |                   |             |                                 |    |             |
| Exterior Wall 2                |                   |             |                                 |    |             |
| Roof Structure:                |                   |             |                                 |    |             |
| Roof Cover                     |                   |             |                                 |    |             |
| Interior Wall 1                |                   |             |                                 |    |             |
| Interior Wall 2                |                   |             |                                 |    |             |
| Interior Fir 1                 |                   |             |                                 |    |             |
| Interior Fir 2                 |                   |             |                                 |    |             |
| Heat Fuel                      |                   |             |                                 |    |             |
| Heat Type:                     |                   |             |                                 |    |             |
| AC Type:                       |                   |             |                                 |    |             |
| Total Bedrooms                 |                   |             |                                 |    |             |
| Total Bathrms.                 |                   |             |                                 |    |             |
| Total Half Baths               |                   |             |                                 |    |             |
| Total Xtra Fikrs               |                   |             |                                 |    |             |
| Total Rooms:                   |                   |             |                                 |    |             |
| Bath Style:                    |                   |             |                                 |    |             |
| Kitchen Style:                 |                   |             |                                 |    |             |
| <b>MIXED USE</b>               |                   |             |                                 |    |             |
| Code                           | Description       |             | Percentage                      |    |             |
| 9300                           | City of Gardner V |             | 100                             |    |             |
|                                |                   |             | 0                               |    |             |
|                                |                   |             | 0                               |    |             |
| <b>COST / MARKET VALUATION</b> |                   |             |                                 |    |             |
| RCN                            |                   |             | 0                               |    |             |
| Year Built                     |                   |             | 0                               |    |             |
| Effective Year Built           |                   |             | 0                               |    |             |
| Depreciation Code              |                   |             | 0                               |    |             |
| Remodel Rating                 |                   |             |                                 |    |             |
| Year Remodeled                 |                   |             |                                 |    |             |
| Depreciation %                 |                   |             | 0                               |    |             |
| Functional Obsol               |                   |             | 0                               |    |             |
| Economic Obsol                 |                   |             | 0                               |    |             |
| Trend Factor                   |                   |             | 1                               |    |             |

**No Sketch**





# CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING  
March 30, 2023



Elizabeth Kazinskas, Council President  
C/o Titi Sirphan, City Clerk  
95 Pleasant Street, Room 121  
Gardner, MA 01440

RE: **Petition 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.

Dear President Kazinskas:

At its meeting on March 22, 2023, the Planning Board voted unanimously, 5-0, to recommend approving the proposed zoning amendment referenced above based on the information provided to them by the petitioner.

If the proposed amendment is approved, the Planning Board recommends the rewording of number 54 to read:

*Indoor amusement, fitness, recreational place, place of assembly, or a sports betting facility, 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.*

In addition, due to the potential significant scope and complexity of such a project if implemented under this proposed zoning amendment, the Board recommends changing the use table for number 54 from permitted by right (P) to Special Permit Planning Board (SPPB) for Commercial 1 and Commercial 2 zones; and number 56 from permitted by right (P) to Special Permit Planning Board (SPPB) for Commercial 2 and Industrial 1 zones.

The Planning Board looks forward to joining the City Council at the joint public hearing scheduled on Monday, April 3, 2023, at 6:30 p.m. Please contact Trevor Beauregard if you have any questions or need additional information.

Sincerely,

Mark M. Schafron, Planning Board Chairman

C: Mayor Michael J. Nicholson  
Trevor M. Beauregard, Director  
Richard Hanks, Interim Building Commissioner

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





City of Gardner - *Executive Department*  
Mayor Michael J. Nicholson

RECEIVED  
2023 MAR 29 PM 1:21  
CITY CLERK'S OFFICE  
GARDNER, MA

March 29, 2023

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

RE: Item #: 10892 - Planning Board Follow Up

Dear Madam President and Councilors,

At the Planning Board Meeting of March 22, 2023, the Planning Board recommended changing the proposal from a permitted use ("P") in the table to a use requiring a special permit ("SP").

The Administration is more than acceptable to this proposal and would be amenable to it being made.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



# City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED

2023 MAR 29 PM 1:21

CITY CLERK'S OFFICE  
GARDNER, MA

March 15, 2023

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

Mr. Mark Schafron, Chair  
And Planning Board Members  
Gardner City Hall, Manca Annex, Rm 201  
115 Pleasant St  
Gardner, MA 01440

RE: Joint Public Hearing Written Testimony – Item #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

Dear Madam President and Councilors,

I am writing in favor of the Administration’s proposed Zoning Amendment to add the term “Sports Betting,” to line items 54 and 56 the Zoning Table of Uses.

In May of 2018, the United States Supreme Court struck down the federal Professional and Amateur Sports Protection Act (“PASPA”)<sup>1</sup>, also known as the Bradley Act, as unconstitutional in their ruling of *Murphy v. National Collegiate Athletic Association*<sup>2</sup>. This federal statute had effectively outlawed sports betting nationwide, except for a few excluded states. The Supreme Court had ruled this act as unconstitutional, thus paving the way for several states to legalize sports betting.

In August of 2023, former Governor Charlie Baker signed House Bill 5164 into law, legalizing online, retail, and kiosk sports betting in the Commonwealth for residents ages 21 and older. Retail sports betting went live on January 31, 2023, and online sports betting launched on March 10, 2023. Kiosk sports betting will go live later this year.

There are currently three (3) approved retail sites and ten (10) approved mobile betting applications. When kiosk sports betting goes live later this year, they will be allowed across the Commonwealth in locations that follow a specific procedure as outlined by the new law.

The Supreme Court of the United States has ruled on several occasions, that under the First Amendment of the Constitution, a municipality cannot outright ban a particular industry or business from opening within its borders, but can limit where these businesses are located.

Since the City cannot bar this type of business from opening in Gardner, and since this type of activity is not currently listed in the City’s Zoning Table of Uses, it leaves the City open to

<sup>1</sup> 28 U.S.C. ch.178 §3701 et seq.

<sup>2</sup> *Murphy v. NCAA*, 138 S.Ct. 1461 (2018).

liability of not being able to control whether these types of facility are located in largely residential neighborhoods or in areas in the City that may not be suited for this type of activity.

As such, it is the request of my Administration that this use be added to the City Code's Zoning table of uses under Line 54: Indoor Amusement, and Line 56: Outdoor Amusement, as these items fit the closest to the realm of sports betting.

This amendment to the Zoning Table of Uses, does not waive the other requirements these locations would have to go through should any sports betting facility open in Gardner in the future.

Per the requirements of the sports betting enabling legislation, any sports betting facility would have to enter into a Host Community Agreement ("HCA") similar to cannabis facilities in the Commonwealth. The Expanded Gaming Act requires that all applicants for sports betting licenses must first submit to the Massachusetts Gaming commission:

"a signed agreement between the host community and the applicant setting forth the conditions to have a gaming establishment located within the host community; provided, however, that the agreement shall include a community impact fee for the host community and all stipulations of responsibilities between the host community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment."

Additionally, after the HCA is approved by the City Council and signed by the Mayor, the City Council must then annually vote to allow the proposed establishment to operate a sports betting facility within the City at its location.

Lastly, before any facility should open, they must also go through the regular requirements for site plan approval and Development Review Committee vetting, both listed in Chapter §675-1010 of the City Code.

As such, this action to add this type of use to the Zoning Ordinances still requires this type of industry to be heavily regulated and vetted by the City by both branches of its government and its boards and commissions.

This action is simply being put forward to protect the City in the long run and pre-plan should one of these facilities come to Gardner rather than waiting and reacting if this should ever come up.

Respectfully Submitted,



Michael J. Nicholson  
Mayor, City of Gardner



**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, continued

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, April 3, 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](http://www.gardner-ma.gov).

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Titi Siriphan  
City Clerk



**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

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All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

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,

A handwritten signature in blue ink, which appears to read "Michael J. Nicholson", is written over a horizontal line.

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.

**SECTION 2:** 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



**Eric P. McAvene**  
Chief of Police

**Nicholas P. Maroni**  
Deputy 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,**

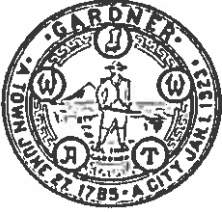
I have reviewed the proposed addition of the new Sports Betting Ordinance and do not see any issues from the police department. Any proposed facility should have a buffer between any residential zone and this ordinance reflects the new law.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "CPA" or similar, written over a horizontal line.

**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

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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

| Description of Use                                                                                                                                                                                                                         | SFR1 | RR2 | GR3 | COM1 | COM2 |    | IND1 | IND2 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|-----|------|------|----|------|------|
|                                                                                                                                                                                                                                            |      |     |     |      | P    | SP |      |      |
| 49. Restaurant                                                                                                                                                                                                                             | NP   | SP  | NP  | P    | P    |    | P    | NP   |
| 50. Restaurant, fast-food, including appurtenant structures to provide drive-through or drive-in services                                                                                                                                  | NP   | NP  | NP  | SP   | SP   |    | NP   | NP   |
| 51. Restaurant serving food or beverages with live or mechanical entertainment                                                                                                                                                             | NP   | SP  | NP  | SP   | P    |    | NP   | NP   |
| 52. Wholesale office or showroom, with storage limited to floor samples only                                                                                                                                                               | NP   | NP  | NP  | P    | P    |    | P    | P    |
| 53. Wholesale office or showroom with storage permitted on property                                                                                                                                                                        | NP   | NP  | NP  | SP   | P    |    | P    | P    |
| 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 | NP   | NP  | NP  | P    | P    |    | NP   | NP   |
| 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                           | NP   | SP  | NP  | P    | P    |    | NP   | NP   |
| 56. Public or commercial outdoor amusement or recreation use but not including outdoor drive-in movie theater                                                                                                                              | NP   | NP  | NP  | NP   | P    |    | P    | NP   |
| 57. Bus station or terminal or railroad station for passengers                                                                                                                                                                             | NP   | NP  | NP  | P    | P    |    | P    | NP   |
| 58. Transport terminal, warehouse distribution facility                                                                                                                                                                                    | NP   | NP  | NP  | NP   | NP   |    | P    | P    |
| 59. Contracting business and contractor's yard, including storage in the open'                                                                                                                                                             | NP   | NP  | NP  | NP   | SP   |    | P    | NP   |

# HOUSE . . . . . No. 5164

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## 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  
 11      chapter 271; and (vii) a fantasy contest conducted under section 11M½.

12      SECTION 2. Section 7 of chapter 4 of the General Laws is hereby amended by striking  
 13      out clause Tenth, as inserted by section 1, and inserting in place thereof the following clause:-



Tenth, "Illegal gaming", a banking or percentage game played with cards, dice, tiles, dominoes, or an electronic, electrical or mechanical device or machine for money, property, checks, credit or any representative of value, but excluding: (i) a lottery game conducted by the state lottery commission under sections 24, 24A and 27 of chapter 10; (ii) a game conducted under chapter 23K; (iii) sports wagering conducted under chapter 23N; (iv) pari-mutuel wagering on horse races under chapters 128A and 128C; (v) a game of bingo conducted under chapter 271; and (vi) charitable gaming conducted under said chapter 271.

SECTION 3. Chapter 12 of the General Laws is hereby amended by inserting after section 11M the following section:-

Section 11M½. Notwithstanding sections 24, 24A and 27 of chapter 10, chapter 271 or any other general or special law to the contrary, a person or entity that offers fantasy contests for a cash prize to members of the public may offer a fantasy contest to residents of the commonwealth pursuant to and in accordance with regulations promulgated by the attorney general; provided further, for the purposes of section 7 of chapter 4, a fantasy contest shall not be considered illegal gaming. "Fantasy contest" includes any fantasy or simulated game or contest, including, but not limited to, any fantasy or simulated game or contest based on professional sports events in which: (i) the value of all prizes and awards offered to winning participants are established and made known to the participants in advance of the contest; (ii) all winning outcomes reflect the relative knowledge and skill of the participants and shall be determined predominantly by accumulated statistical results of the performance of individuals, including athletes in the case of sports events; and (iii) no winning outcome is based on the score, point spread, or any performance or performances of any single actual team or combination of such

36 teams or solely on any single performance of an individual athlete or player in any single actual  
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  
53 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

55 participants shall not include the cash equivalent of any merchandise or thing of value awarded  
56 as 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

mobile applications or other digital platforms shall be qualified for and issued a category 3 license; provided further, that the commission may issue a category 2 license to: (1) a person or entity licensed by the commission in accordance with said chapter 128A to conduct a live horse racing meeting, (2) a running horse racing licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law, or (3) a greyhound meeting licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law; provided further, a category 2 licensee shall make a capital investment of not less than \$7,500,000 within 3 years after receiving a sports wagering license.

“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 commission.

“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 power, is able to exercise a significant influence over the management or operation of a gaming establishment or business licensed under this chapter.

“Collegiate sport or athletic event”, a sport or athletic event offered or sponsored by, or played in connection with, a public or private institution that offers educational services beyond the secondary level.

“Collegiate tournament”, a series of collegiate sports or athletic events involving four or more collegiate teams that make up a single unit of competition.

“Commission”, the Massachusetts gaming commission established in section 3 of chapter 23K.

98           “Electronic sports”, a single or multiplayer video game played competitively for  
99   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  
117   sports wagering to persons in the commonwealth through a category 1 license, category 2 license  
118   or category 3 license.

119           “Operator license”, a category 1 license, category 2 license or category 3 license to  
120   operate sports wagering.

121           “Person”, an individual, corporation, association, operation, firm, partnership, trust or  
122   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 governing  
129   body that represents professional athletes.

130           “Professional sport or athletic event”, an event at which 2 or more persons participate in a  
131   sport or athletic event and receive compensation in excess of actual expenses for their  
132   participation in such event.

133           “Promotional gaming credit”, a sports wagering credit or other item issued by an operator  
134   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 digital platform.

“Sports event” or “sporting event”, a professional sport or athletic event, collegiate sport or athletic event, a collegiate tournament, motor race event, electronic sports event or other event authorized by the commission under this chapter; provided, however, that “sporting event” shall not include: (i) high school and youth sports or athletic events; or (ii) a collegiate sport or athletic event involving 1 or more collegiate teams from the commonwealth unless they are involved in a collegiate tournament.

“Sports governing body”, an organization that is headquartered in the United States and prescribes final rules and enforces codes of conduct with respect to a sporting event and participants therein; provided, however, that, notwithstanding the foregoing, the commission shall adopt regulations to determine the governing body for electronic sports for the purposes of this chapter.

“Sports wager”, a wager on a sporting event or a portion of a sporting event.

“Sports wagering”, the business of accepting wagers on sporting events or portions of sporting events, other events, the individual performance statistics of athletes in a sporting event or other events or a combination of any of the same by any system or method of wagering approved by the commission including, but not limited to, mobile applications and other digital 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 athletic event, including, but not limited, to in-game or in-play wagers; (ii) on a high school or youth sporting event; (iii) on injuries, penalties, player discipline or replay review; and provided

further, that sports wagering shall not include fantasy contests as defined in section 11M½ of chapter 12. Sports wagering shall include, but shall not be limited to, single-game bets, teaser bets, parlays, over-under, moneyline, pools, exchange wagering, in-game wagering, in-play bets, proposition bets and straight bets.

“Sports wagering account”, a financial record established by an operator for a patron in which the patron may deposit by any method approved by the commission and withdraw funds for sports wagering and other authorized purchases and to which the operator may credit winnings or other amounts due to or authorized by that patron; provided, however, that such account may be established and funded by the patron electronically through an approved mobile application or digital platform; and provided further, that a deposit into a sports wagering account shall not be made using a credit card.

“Tier 1 sports wager”, a sports wager that is determined solely by the final score or outcome of a sporting event and is placed before the sporting event has begun.

“Tier 2 sports wager”, a sports wager that is not a tier 1 sports wager.

“Wager”, a sum of money or thing of value risked on an uncertain occurrence.

Section 4. (a) The commission shall regulate the conduct of sports wagering under this chapter.

(b) The commission shall promulgate rules and regulations necessary for the implementation, administration and enforcement of this chapter. The commission may promulgate emergency rules and regulations in accordance with applicable procedures for the promulgation of emergency rules and regulations.

(c) The commission shall promulgate regulations to prohibit: (i) the purchase or other use of any personal biometric data of an athlete for sports wagering or aiding a patron in placing a wager with sports wagering operators; and (ii) the following advertising, marketing and branding activities: (A) advertisements, marketing and branding in such a manner that it is deceptive, false, misleading, or untrue, or tends to deceive or create a misleading impression whether directly, or by ambiguity or omission; (B) use of unsolicited pop-up advertisements on the internet or by text message directed to an individual on the list of self-excluded persons established pursuant to paragraph (2) of subsection (e) of section 13; (C) any form of advertising, marketing or branding that the commission deems unacceptable or disruptive to the viewer experience at a sports event; (D) advertising, marketing and branding deemed to appeal directly to a person younger than 21 years old; and (E) advertising on any billboards, or any other public 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 employee 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

close an account registered to the consumer on any or all platforms owned or operated by the operator at any time and for any reason; (iv) offer consumers access to their account history and account details; (v) refrain from making claims as to a consumer's winnings or money earned that is not net of wagers placed; (vi) allow a consumer to withdraw funds without further solicitation or promotion in the manner in which the funds were deposited; (vii) annually submit a problem gaming plan for approval by the commission, in consultation with the department of public health, that includes the objectives of and timetables for implementing the plan, identification of the persons responsible for implementing and maintaining the plan, procedures for identifying consumers with suspected or known problem gaming behavior, procedures for providing information to consumers concerning problem gaming identification and resources, procedures to prevent gaming by minors and self-excluded persons and any other information the commission may require; and (viii) shall not offer or provide a line of credit to any consumer.

(3) The commission shall promulgate regulations that require mobile applications and digital platforms authorized for sports wagering to prominently display upon each entry into the application or platform the telephone number and website for a problem gambling hotline 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.

228 (g) The commission shall have the authority to enforce this chapter and any rule or  
229 regulation of the commission and may request that the attorney general bring an action to enforce  
230 this chapter or any rule or regulation of the commission by civil action or petition for injunctive  
231 relief.

232 (h) The commission may hold hearings, administer oaths and issue subpoenas or  
233 subpoenas duces tecum in order to enforce this chapter and the rules and regulations of the  
234 commission.

235 (i) The commission may exercise any other powers necessary to effectuate this chapter  
236 and the rules and regulations of the commission.

237 Section 5. (a) A person shall not engage in any activity in connection with sports  
238 wagering in the commonwealth unless all required licenses have been obtained in accordance  
239 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  
241 person who has control of the applicant meets all qualifications for licensure. For the purposes of  
242 this chapter, the following shall be considered to have control of an applicant: (i) a person who  
243 owns 10 per cent or more of a corporate applicant and who has the ability to control the activities  
244 of the corporate applicant; provided, however, that a bank or other licensed lending institution  
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

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.

(c) A person having control of an applicant pursuant to subsection (b) shall submit to the commission an application in a form determined by the commission. Each such person who is a natural person shall also submit to the commission: (i) fingerprints for a national criminal records check by the department of state police and the Federal Bureau of Investigation; and (ii) a signed authorization for the release of the person's information by the department of state police and the Federal Bureau of Investigation; provided, however, that a person having control of an applicant who is a natural person that has submitted to a national criminal records check in any jurisdiction within the previous year shall not be required to submit to another national criminal records check if such person submits to the commission the results of such previous national criminal records check. Any applicant convicted of any disqualifying offense, as determined by the 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.

(e) A commission employee shall not be an applicant for any license issued under this chapter.

Section 6. (a) A licensed qualified gaming entity may operate sports wagering upon the 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



271 and regulations of the commission; provided, however, that any holder of a category 1 license  
272 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 1 person, entity, or affiliate or close associate of such person or entity.

281 (3) The commission may issue a category 3 license to any entity that offers sports  
282 wagering through a mobile application or other digital platform that meets the requirements of  
283 this chapter and the rules and regulations of the commission; provided, however, the commission  
284 shall issue no more than 7 category 3 licenses that are not connected to a category 1 or category  
285 2 license.

286 (4) A category 1 or category 2 licensee may enter into agreements related to mobile or  
287 digital sports wagering with a category 3 licensee pursuant to the approval of the commission.  
288 Nothing in this chapter shall require a category 3 licensee to partner with or have any  
289 commercial relationship with a category 1 or 2 licensee.

290 (c)(1) A qualified gaming entity may submit to the commission a request for a temporary  
291 license for the immediate commencement of sports wagering operations. Such request shall  
292 include an initial licensing fee of \$1,000,000 payable to the commission.

293           (2) Upon receiving a request for a temporary license, the executive director of the  
294       commission shall review the request. If the executive director determines that the entity  
295       requesting the temporary license is a qualified gaming entity and has paid the sports wagering  
296       initial licensing fee pursuant to paragraph (1), the commission shall authorize the qualified  
297       gaming entity to conduct sports wagering for a period of 1 year under a temporary license or  
298       until a final determination on its operator license application is made.

299           (3) All sports wagering conducted under authority of a temporary license shall comply  
300       with the house rules adopted under section 10.

301           (d) Prior to issuing an operator license, the commission shall commence an investigation  
302       into the suitability of the applicant. The commission may use information obtained from the  
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.

314 (c) The commission may deny an application, if the commission determines during its  
315 investigation that an applicant has failed to: (i) establish the applicant's integrity or the integrity  
316 of any affiliate, close associate, financial resources or any person required to be qualified by the  
317 commission; (ii) demonstrate responsible business practices in any jurisdiction; or (iii) overcome  
318 any other reason, as determined by the commission, as to why it would be injurious to the  
319 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  
321 (e) and payment of a \$5,000,000 licensing fee, the commission shall grant an operator license to  
322 a qualified gaming entity that provides the right to conduct sports wagering; provided, that the  
323 qualified gaming entity shall meet the requirements for licensure under this chapter and the rules  
324 and regulations of the commission. Such license shall be issued for a 5-year period, and may be  
325 renewed for 5-year periods upon payment of a \$5,000,000 renewal fee; provided, that the  
326 operator shall continue to meet all requirements under this chapter and the rules and regulations  
327 of the commission. The commission shall credit any initial licensing fee paid pursuant to  
328 paragraph (1) of subsection (c) to a successful applicant for an operator license against the  
329 licensing fee due under this subsection.

330 (g) An operator shall submit to the commission such documentation or information as the  
331 commission may require to demonstrate that the operator continues to meet the requirements of  
332 this chapter and the rules and regulations of the commission. An operator shall submit required  
333 documentation or information no later than 5 years after issuance of its operator license and  
334 every 5 years thereafter, or within lesser periods based on circumstances specified by the  
335 commission.

(h) No licensee shall transfer an operator license, or any direct or indirect interest in the license, without the majority approval of the commission. A person seeking to acquire such license through a transfer shall qualify and otherwise be determined by the commission to be eligible for licensure under this chapter. The commission may reject a proposed license transfer or a proposed transfer of interest in the license to an unsuitable person and may reject a proposed transfer that, in the determination of the commission, would be injurious to the interests of the commonwealth. The commission may promulgate regulations governing this process which may 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.

(b) All fees in this section shall be deposited into the Sports Wagering Control Fund 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.

368           (d) Not later than March 1 of the third calendar year following the issuance or renewal of  
369 an occupational license, an occupational license holder shall pay a nonrefundable license renewal  
370 fee of \$100 and submit a renewal application on a form established by the commission. An  
371 employer may pay the license renewal fee on behalf of the licensed employee.

372           Section 9. Section 9. (a) The commission may deny a license to any applicant, reprimand  
373 any licensee or suspend or revoke a license if the applicant or licensee: (i) has knowingly made a  
374 false statement of a material fact to the commission; (ii) has had a license revoked by any  
375 governmental authority responsible for regulation of gaming activities; (iii) has been convicted  
376 of a felony or other crime involving embezzlement, theft, fraud, perjury, or a gambling-related  
377 offense; (iv) has not demonstrated to the satisfaction of the commission financial responsibility  
378 sufficient to adequately meet the requirements of the proposed enterprise; (v) has affiliates or

close associates that would not qualify for a license or whose relationship with the applicant may pose an injurious threat to the interests of the commonwealth in awarding an operator license to the applicant; or (vi) in the case of an operator or an applicant for an operator license, is not the true owner of the business or is not the sole owner and has not disclosed the existence or identity 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.

Section 11. (a) An operator shall employ commercially reasonable methods to: (i) prohibit the operator, directors, officers, owners and employees of the operator and any relative living in the same household as any such person from placing bets with the operator; (ii) prohibit 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  
403 sports governing body may provide to the commission to determine which persons are excluded  
404 from placing wagers under this subsection; and provided further, that the commission may use  
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  
410 from placing wagers with the operator; (iv) prohibit persons from placing wagers as agents or  
411 proxies for others; and (v) maintain the security of wagering data, customer data and other  
412 confidential information from unauthorized access and dissemination; provided, however, that  
413 nothing in this chapter shall preclude the use of internet or cloud-based hosting of such data and  
414 information or disclosure as required by court order, other law or this chapter; and provided  
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  
419 or exclude a certain type, form or category of sports wagering with respect to sporting events of  
420 the sports governing body, if the sports governing body or players association believes that such  
421 type, form or category of sports wagering with respect to sporting events of the sports governing  
422 body: (i) is contrary to public policy; (ii) unfair to consumers; (iii) may undermine the perceived  
423 integrity of the sports governing body, sporting events of the sports governing body or the

424 athletes participating therein; or (iv) affects the integrity of the sports governing body or sporting  
425 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.

441       (d) The commission and operators shall use commercially reasonable efforts to cooperate  
442 with investigations conducted by sports governing bodies or law enforcement agencies,  
443 including, but not limited to, using commercially reasonable efforts to provide or facilitate the  
444 provision of anonymized account-level betting information and audio or video files relating to  
445 persons placing wagers. All disclosures under this section are subject to the obligation of an

446 operator to comply with all federal, state and local laws and regulations, including, but not  
447 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  
450 operations; (ii) abnormal betting activity or patterns that may indicate a concern with the  
451 integrity of a sporting event; (iii) any potential breach of the internal rules and codes of conduct  
452 pertaining to sports wagering of a relevant sports governing body; (iv) any other conduct that  
453 corrupts a betting outcome of a sporting event for purposes of financial gain, including, but not  
454 limited to, match fixing; or (v) suspicious or illegal wagering activities, including, but not limited  
455 to: (A) use of funds derived from illegal activity; (B) wagers to conceal or launder funds derived  
456 from illegal activity; (C) use of agents to place wagers; and (D) use of false identification. An  
457 operator shall immediately report information relating to conduct described in clauses (ii), (iii)  
458 and (iv) of this subsection to the relevant sports governing body.

459 (f) The commission and operators shall maintain the confidentiality of information  
460 provided by a sports governing body for purposes of investigating or preventing the conduct  
461 described in clauses (ii), (iii) and (iv) of subsection (e), unless disclosure is required by this  
462 chapter, the commission, other law or court order or unless the sports governing body consents to  
463 disclosure.

464 (g) With respect to any information provided by an operator to a sports governing body  
465 relating to conduct described in clauses (ii), (iii) and (iv) of subsection (e), a sports governing  
466 body shall: (i) only use such information for integrity purposes and shall not use the information  
467 for any commercial or other purpose; and (ii) maintain the confidentiality of such information,

unless disclosure is required by this chapter, the commission, other law or court order or unless the operator consents to disclosure; provided, however, that the sports governing body may make any disclosure necessary to conduct and resolve integrity-related investigations and may publicly disclose such information if required by its integrity policies or if deemed by the sports governing body in its reasonable judgment to be necessary to maintain the actual or perceived integrity of its sporting events, and subject in all cases to the sports governing body's compliance with federal, state and local laws and regulations, including, but not limited to, laws and regulations relating to privacy and personally identifiable information; and provided further, that prior to any such public disclosure that would identify the operator by name, the sports governing body shall provide the operator with notice of such disclosure and an opportunity to object to such disclosure.

(h) An operator shall maintain records of all wagers placed by its patrons, including: (i) personally identifiable information of a patron who places a sports wager through a mobile application or other digital platform or a patron who places an in-person sports wager that exceeds an amount determined by the commission; (ii) amount and type of the bet; (iii) the time the bet was placed; (iv) the location of the bet, including the Internet Protocol address if applicable; (v) the outcome of the bet; and (vi) records of abnormal betting activity for 3 years after a sporting event occurs and video camera recordings in the case of in-person wagers for at least 1 year after a sporting event occurs. An operator shall make these records available for 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

491 address if applicable; (iv) the outcome of the bet; and (v) records of abnormal betting activity.  
492 The commission may request the information in the form and manner as it requires. Nothing in  
493 this section shall require an operator to provide any information prohibited by federal, state or  
494 local laws or regulations, including, but not limited to, laws and regulations relating to privacy  
495 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  
500 governing body, an operator shall share, in a commercially reasonable frequency, form and  
501 manner, with the sports governing body or its designee the same information the operator is  
502 required to maintain pursuant to said subsection (i) with respect to sports wagers on sporting  
503 events of the sports governing body. A sports governing body and its designee shall only use  
504 information received pursuant to this section for integrity-monitoring purposes and shall not use  
505 information received pursuant to this section for any commercial or other purpose. Nothing in  
506 this section shall require an operator to provide any information that is prohibited by federal,  
507 state or local law or regulation, including, but not limited to, laws and regulations relating to  
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.

Section 12. (a) An operator shall: (i) employ a monitoring system utilizing software to identify irregularities in volume or changes in odds that could signal suspicious activities and promptly report such information to the commission for further investigation; provided, however, that system requirements and specifications shall be developed according to industry standards and implemented by the commission as part of the minimum internal control 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 promptly report to the appropriate state or federal authorities any suspicious betting over a threshold set by the operator that has been approved by the commission; (iii) conduct all sports wagering activities and functions in a manner that does not pose a threat to the public health, safety or welfare of the residents of the commonwealth; (iv) keep current in all payments and obligations to the commission; (v) prevent any person from tampering or interfering with the operation of any sports wagering; (vi) ensure that mobile sports wagering occurs only using a 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 wagering at all times; (viii) maintain daily records showing the gross sports wagering receipts and adjusted gross sports wagering receipts of the operator from sports wagering; (ix) timely file with the commission any additional reports required by this chapter or by any rule or regulation;



534 and (x) use commercially reasonable efforts to prevent a person under 21 years old from placing  
535 a 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 organization  
539 that is not headquartered in the United States.

540 (c) A sports governing body may notify the commission that it desires sports wagering  
541 operators to use official league data to settle tier 2 sports wagers on sporting events of such  
542 sports governing body. The notification shall be made in the form and manner as the commission  
543 may require. Within 5 days of receipt of the notification, the commission shall notify each sports  
544 wagering operator of the requirement to use official league data to settle tier 2 sports wagers. If a  
545 sports governing body does not notify the commission of its desire to supply official league data,  
546 a sports wagering operator may use any data source for determining the results of any and all tier  
547 2 sports wagers on sporting events of the sports governing body.

548 (d) Within 60 days of the commission notifying a sports wagering operator of the  
549 requirement to use official league data to settle tier 2 sports wagers pursuant to subsection (c), or  
550 such longer period as may be agreed between the sports governing body and the applicable  
551 sports wagering operator, a sports wagering operator shall use only official league data to  
552 determine the results of tier 2 sports wagers on sporting events of that sports governing body,  
553 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  
556 wagering operator may use any data source for determining the results of the applicable tier 2  
557 sports wager until such time a data feed becomes available from the sports governing body on  
558 commercially reasonable terms and conditions; or

559           (2) a sports wagering operator can demonstrate to the commission that the sports  
560 governing body or its designee will not provide a feed of official league data to the sports  
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;

567           (2) market information, including, but not limited to, price and other terms and conditions  
568 regarding the purchase by sports wagering operators of comparable data for the purpose of  
569 settling sports wagers in the commonwealth and other jurisdictions;

570           (3) the nature and quantity of data, including the quality and complexity of the process  
571 used for collecting the data; and

572           (4) the extent to which a sports governing body or its designee has made data used to  
573 settle tier 2 wagers available to sports wagering operators and any terms and conditions relating  
574 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  
578 wagering operator may use any data source to determine the results of tier 2 sports wagers. The  
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.

583 (g) A sports governing body may enter into commercial agreements with a sports  
584 wagering operator or other entity in which such sports governing body may share in the amount  
585 wagered or revenues derived from sports wagering on sporting events of the sports governing  
586 body. A sports governing body shall not be required to obtain a license or any other approval  
587 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.

591 (b) Holders of an operator license may accept wagers on sports events and other events  
592 authorized pursuant to this chapter from individuals physically located within the commonwealth  
593 using mobile applications or digital platforms approved by the commission, through the patron's  
594 sports wagering account. The branding for each mobile application or digital platform shall be  
595 determined by the operator. All bets authorized pursuant to this section must be initiated,  
596 received and otherwise made within the commonwealth. Consistent with the intent of the federal

Unlawful Internet Gambling Enforcement Act of 2006, 31 U.S.C. section 5361 to 5367, 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 the wager is initiated, received or otherwise made.

(c) An operator may: (i) accept wagers placed by other operators and (ii) place wagers with other operators; provided, that any operator that places a wager with another operator shall inform the operator accepting the wager that the wager is being placed by an operator and shall disclose the operator's identity.

(d) An operator shall not accept: (i) a wager from a person who is less than 21 years of age; or (ii) a credit card .

(e)(1) The commission or operator may ban any person from participating in the play or operation of any sports wagering consistent with rules and regulations promulgated by the commission. A list of all excluded patrons shall be kept by the commission and provided to each licensee. No patron on the exclusion list shall be permitted to conduct sports wagering pursuant 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

619 sports wagering operator if the operator knowingly or recklessly fails to exclude or eject from its  
620 premises any person placed on the list of self-excluded persons. The list of self-excluded persons  
621 from sports wagering shall not be open to public inspection.

622 (3) An operator that operates sports wagering through a mobile application or other  
623 digital platform may allow patrons to set self-imposed limitations on sports wagering when the  
624 patron joins the mobile application or digital platform.

625 (f) No employee may place a sports wager at any facility or through any mobile  
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  
630 entitled to the wager for 1 year after the game or event in which the wager was won. If no claim  
631 is made for the wager within 1 year, the cash or equivalent cash value of the wager shall be  
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  
634 commonwealth at the rate of: (i) 15 per cent of the operator's adjusted gross sports wagering  
635 receipts from the operation of in-person sports wagering; (ii) 20 per cent of the operator's  
636 adjusted gross sports wagering receipts from the operation of sports wagering through mobile  
637 applications and other digital platforms approved by the commission; and (iii) 15 per cent of the  
638 adjusted gross fantasy wagering receipts of a person or entity that offers fantasy contests, as  
639 defined in section 11M½. The accrual method of accounting shall be used for purposes of

calculating the amount of the tax owed by the licensee. The excise shall be paid to the 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 following the calendar month in which the adjusted gross sports wagering receipts were received.

(2) On or before the fifteenth calendar day of each month, the operator shall complete and submit the return for the preceding month by electronic communication to the commission in a form prescribed by the commission that provides:

(i) the total gross sports wagering receipts and adjusted gross sports wagering receipts 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 11M½ 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 11M½ 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 transfer simultaneously with the filing of the return.



660           (4) When an operator's adjusted gross sports wagering receipts for a month is a negative  
661   number because the winnings paid to wagerers and excise taxes paid pursuant to federal law  
662   exceed the operator's total gross receipts from sports wagering, the commission shall allow the  
663   operator to carry over the negative amount to returns filed for subsequent months. The negative  
664   amount of adjusted gross sports wagering receipts shall not be carried back to an earlier month  
665   and taxes previously received by the commission shall not be refunded unless the operator  
666   surrenders its license and the operator's last return reported negative adjusted gross sports  
667   wagering receipts.

668           (c) The excise on adjusted gross sports wagering receipts imposed by this section shall be  
669   in lieu of all other state and local taxes and fees imposed on the operation of, or the proceeds  
670   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 11M½ of chapter 12.

675           Section 15. (a) There shall be established and set up on the books of the commonwealth a  
676   separate fund to be known as the Sports Wagering Control Fund. The commission shall be the  
677   trustee of the fund and shall expend money to finance the operational activities of the  
678   commission pertaining to sports wagering. The fund shall be credited with: (i) any appropriation,  
679   bond proceeds or other monies authorized by the general court and specifically designated to be  
680   credited thereto; (ii) the proceeds of any fees collected pursuant to this section unless otherwise  
681   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.

685 (b) The commission shall establish fees for any investigation into a violation of this  
686 chapter or regulation promulgated hereunder by a sports wagering operator to be paid by the  
687 sports wagering operator including, but not limited to, billable hours by commission staff  
688 involved in the investigation and the costs of services, equipment or other expenses that are  
689 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.

700 (e) The commission shall annually assess and collect a \$1,000,000 fee in shares to be  
701 determined by the commission against each sports wagering operator that is not a category 1 or  
702 category 2 gaming licensee, as defined in section 2 of chapter 23K. The fee collected pursuant to  
703 this subsection shall be deposited into the Public Health Trust Fund established in section 58 of

704 said chapter 23K and shall be used for the costs of services and public health programs provided  
705 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  
725 commonwealth or an interference with the commission's ability to efficiently and effectively  
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.

(c) If the commission seeks to assess a civil administrative penalty on an operator, the commission shall cause to be served upon the operator, by service in hand or by certified mail, return receipt requested, a written notice of its intent to assess a civil administrative penalty that shall include: (i) a concise statement of the alleged act or omission for which such civil administrative penalty is sought to be assessed; (ii) each law, regulation, order, license or approval that has not been complied with as a result of such alleged act or omission; (iii) the amount that the commission seeks to assess as a civil administrative penalty for each alleged act or omission; (iv) a statement of the operator's right to an adjudicatory hearing on the proposed assessment; (v) the requirements the operator shall comply with to avoid being deemed to have waived the right to an adjudicatory hearing; and (vi) the manner of payment thereof if the operator elects to pay the penalty and waive an adjudicatory hearing. After written notice of noncompliance or intent to assess a civil administrative penalty has been given, each day thereafter during which noncompliance occurs or continues shall constitute a separate offense and shall be subject to a separate civil administrative penalty if reasonable efforts have not been 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.

(c) An operator shall be deemed to have waived its right to an adjudicatory hearing unless, not more than 21 days after the date of the commission's notice that the commission seeks to assess a civil administrative penalty, the operator files with the commission a written statement denying the occurrence of any of the acts or omissions alleged by the commission in the notice or asserting that the amount of the proposed civil administrative penalty is excessive. In an adjudicatory hearing authorized under chapter 30A, the commission shall be required to prove, by a preponderance of the evidence, the occurrence of each act or omission alleged by the 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.

(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-bearing escrow account in the custody of the clerk or magistrate of the reviewing court. The establishment of an interest-bearing escrow account shall be a condition precedent to the jurisdiction of the reviewing court unless the party seeking judicial review demonstrates, in a preliminary hearing held not more than 20 days after the filing of the complaint, the presence of 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 requirement or may require, in lieu of such interest-bearing escrow account, the posting of a

770 bond payable directly to the commonwealth in the amount of 125 per cent of the assessed  
771 penalty.

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  
781 the civil administrative penalty was assessed shall be repaid the amount so set aside, together  
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.



(i) The commission may impose conditions on, suspend or revoke an operator's license or reprimand or assess a fine on an operator upon a finding that the operator: (i) has committed a criminal or civil offense under this chapter or under any other law; (ii) is not in compliance with sports wagering regulations promulgated pursuant to this chapter; (iii) is under criminal investigation in another jurisdiction; (iv) has breached a condition of licensure; (v) has affiliates, close associates or employees that are not qualified or licensed under this chapter with whom the operator continues to conduct business or employ; (vi) is no longer capable of maintaining operations as a sports wagering operator; or (vii) whose business practice, upon a determination by the commission, is injurious to the policy objectives of this chapter.

Section 17. There shall be established and set up on the books of the commonwealth a Sports Wagering Fund which shall receive revenues collected pursuant to sections 6 and 14. The commission shall be the trustee of the fund and shall transfer monies from the fund as follows:

(1) 45 per cent to the General Fund;

(2) 17.5 per cent to the Workforce Investment Trust Fund established in section 18;

(3) 27.5 per cent to the Gaming Local Aid Fund established in section 63 of section 23K;

(4) 1 per cent to the Youth Development and Achievement Fund established in section 19; and

(5) 9 per cent to the Public Health Trust Fund established in section 58 of section 23K.

Section 18. (a) There is hereby established and set up on the books of the commonwealth a separate fund to be known as the Workforce Investment Trust Fund. There shall be credited to 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.

(c) Eligible grant recipients shall provide opportunities which: (i) target at risk youth, including resources to empower youth to succeed in the workforce; (ii) provide job skills trainings, including programs offering trainings in multiple languages and areas for development, including education and hands on skills; (iii) promote adult literacy, including strategies to master reading and writing and providing digital formats to increase accessibility; and (iv) provide English language learning programs to promote access to the workforce. The secretary of housing and economic development shall establish criteria to evaluate applications for the grant program; provided, that the criteria shall include, but shall not be limited to, at risk populations; provided further, that preference shall be given to eligible grant recipients providing opportunities for individuals who meet at least 2 of the following: (i) is under 30 years of age; (ii) is a victim of violence; (iii) is over 18 years of age and does not have a high school diploma; (iv) has been convicted of a felony; (v) has been unemployed or has had a family income below 250 per cent of the federal poverty level for not less than 6 months; (vi) lives in a census tract where over 20 per cent of the populations fall below the federal poverty line; or (vii) is an immigrant, refugee or person of color.

835           (d) Annually, not later than October 1, the secretary of housing and economic  
836 development shall provide a report of the grants given and a breakdown of expenditures made by  
837 the fund. The report shall be posted on the website of the executive office of housing and  
838 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

852           (3) For the purposes of providing matching grants to elementary and secondary youth  
853 sports, organizations, clubs and other school groups to attend events including, but not limited to,  
854 academic events and programs, cultural events and award ceremonies both nationally and  
855 internationally.

Section 20. The commission shall conduct a study into the feasibility of allowing retail locations in the commonwealth to operate sports wagering kiosks. The study by the commission shall include, but not be limited to, an analysis of: (i) the economic impact of this chapter on retail establishments that serve alcoholic beverages for on premises consumption, such as restaurants and bars; (ii) which retail locations have the ability to operate a sports wagering kiosk; (iii) the economic impact to the commonwealth of authorizing retail locations to operate a sports wagering kiosk; (iv) the methods and availability of payouts of winnings by a sports wagering kiosks at retail locations; (v) the public health and safety impacts to the commonwealth of authorizing retail locations to operate a sports wagering kiosk; (vi) the potential effect of sports wagering kiosks at retail locations on problem gaming or gambling; (vii) the impact of sports wagering kiosks at retail locations on minors; (viii) the economic impact of authorizing this method of sports wagering on businesses owned by people of color; (ix) the public health and economic impact of this method of sports wagering as an alternative to the current black market, particularly in communities far from authorized in-person sports wagering; and (x) recommendations to ensure diversity, equity and inclusion are included in this method of sports wagering. As part of the study, the commission shall consult retailers, convenience stores, restaurants, women and minority owned businesses and small business owners. The commission shall report on its findings and submit any recommendations to the clerks of the house and senate, the house and senate committees on ways and means, the joint committee on consumer protection and professional licensure and the joint committee on economic development and emerging technologies no later than December 31, 2022.

Section 21. (a) The commission may impose on any person who violates this chapter a civil penalty not to exceed \$2,000 for each violation or \$5,000 for violations arising from the

879 same series of events. Such penalty shall be imposed on all persons and is not limited to persons  
880 licensed 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,  
889 is injurious to the policy objectives of this chapter.

890 Section 21. (a) Whoever, other than an operator under this chapter, engages in accepting,  
891 facilitating or operating a sports wagering operation shall be punished by imprisonment in the  
892 house of correction for not more than 90 days or by a fine not to exceed \$10,000, or both; and for  
893 a second offense, by imprisonment in the house of correction for not more than 6 months or by a  
894 fine of not more than \$50,000, or both; and in the case of a third or subsequent violation by  
895 imprisonment in the state prison for not less than 1 but not more than 5 years or by a fine of not  
896 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 this  
901 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.

917       (b) Annually, the commission shall make scientifically-based recommendations that  
918 reflect the results of the research under clause (a) to the clerks of the senate and house of  
919 representatives, the senate and house committees on ways and means, the joint committee on  
920 economic development and emerging technologies, the joint committee on mental health,  
921 substance use and recovery and the joint committee on public health. The commission shall  
922 consider any such recommendations, research and findings in all decisions related to enhancing

923 responsible gambling and mitigating problem sports wagering. The recommendations shall be  
924 posted on the commission's website.

925 SECTION 6. Chapter 128C of the General Laws is hereby amended by inserting the  
926 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.

940 SECTION 9. Section 3 of said chapter 137, as so appearing, is hereby amended by  
941 inserting after the figure "23K", in line 7, the following words:- or sports wagering conducted  
942 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  
962 striking out, in lines 10 to 11, the words “other game of chance that is not being conducted in a  
963 gaming establishment licensed under chapter 23K” and inserting in place thereof the following

964 words:- other game that is not being conducted pursuant to chapter 23K and any other sports  
965 wagering 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

enterprises in the sports wagering industry in the commonwealth. The study shall include, but not be limited to, an analysis of: (i) participation in activities related to the regulation, licensing and promotion of sports wagering operators; (ii) the level of participation of women, minority and veteran employees working for sports wagering licensees and employers; (iii) the level of participation by minority-owned and women-owned businesses that contract with or provide services to sports wagering licensees and employers; (iv) any barriers to employment of women and minorities in the sports wagering industry; and (v) methods for increasing racial and gender diversity in the workforce in the sports wagering industry, including whether to set reasonable and appropriate goals and procedures for increasing the number of minority business enterprises providing sports wagering industry-related services to sports wagering licensees and employers. The commission shall report on its findings and submit any recommendations to the clerks of the senate and house of representatives, the house and senate committees on ways and means, the joint committee on racial equity, civil rights, and inclusion and the joint committee on economic development and emerging technologies not later than December 31, 2022.

SECTION 26. Section 135 of chapter 219 of the acts of 2016 is hereby repealed.

SECTION 27. Sections 2 and 6 shall take effect 1 year after the effective date of this act.

# CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING



RECEIVED  
MAY 30 PM 1:50  
CITY CLERK'S OFFICE  
GARDNER, MA

March 30, 2023

Elizabeth Kazinskas, Council President  
C/o Titi Sirphan, City Clerk  
95 Pleasant Street, Room 121  
Gardner, MA 01440

RE: **Petition 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.

Dear President Kazinskas:

At its meeting on March 22, 2023, the Planning Board voted unanimously, 5-0, to recommend approving the proposed zoning amendment referenced above based on the information provided to them by the petitioner.

The Planning Board looks forward to joining the City Council at the joint public hearing scheduled on Monday, April 3, 2023, at 6:30 p.m. Please contact Trevor Beauregard if you have any questions or need additional information.

Sincerely,

Mark M. Schafron, Planning Board Chairman

C: Mayor Michael J. Nicholson  
Trevor M. Beauregard, Director  
Richard Hanks, Interim Building Commissioner



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

2023 MAR 30 AM 8:43  
CITY CLERK'S OFFICE  
GARDNER, MA

March 29, 2023

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

Mr. Mark Schafron, Chair  
And Planning Board Members  
Gardner City Hall, Manca Annex, Rm 201  
115 Pleasant St  
Gardner, MA 01440

RE: Written Testimony: Item #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

Dear Madam President, Councilors, Mr. Chairman, and Planning Board Members,

I am writing in support of the aforementioned zoning amendment proposal.

When the retail sale of cannabis products was legalized in the Commonwealth in 2019, several municipalities, including Gardner, took steps to heavily regulate the industry since we didn't really know what would happen once the cannabis industry became legalized.

Since then we have seen that commercial enterprises like these do not cause as much of a strain on our services as we had originally been concerned about and have not been a public safety concern at all for us.

This proposal seeks to loosen the market constraints in the City and simply let the economic market be the market. If the City does not have the capability of handling more up to four (4) retail cannabis stores, then the market will correct itself for that.

An example of this can be seen with the regular tobacco/vape smoke shops that used to exist in the Downtown area. These businesses, unregulated in terms of number of facilities that could open in the City, were not marketed by the City and simply opened and then consolidated from five (5) to one (1) on their own because that was all the market was able to carry.

The purpose of this amendment, while it also provides a financial benefit to the City through statutorily required sales tax and host community agreement fees, is simply to relax some of the regulations placed on this industry and let the City's economy play itself out. This does still regulate the retail cannabis industry to four (4) locations, but it at least loosens the restriction of only being able to allow two (2) locations in the City.

Respectfully,

Michael J. Nicholson  
Mayor, City of Gardner



**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, continued

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, April 3, 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](http://www.gardner-ma.gov).

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

Titi Siriphan  
City Clerk





**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](http://www.gardner-ma.gov).

All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

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,

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:

**SECTION 1:** 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



Eric P. McAvene  
Chief of Police

Nicholas P. Maroni  
Deputy 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

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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.

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**

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**From:** John Richard  
**Sent:** 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        |
| <b>TOTAL</b>               | <b>\$ 131,140.75</b> | <b>\$ 361,744.81</b> | <b>\$ 438,984.85</b> | <b>\$ 502,245.18</b> | <b>\$ 97,402.58</b> |

John Richard  
City Auditor



95 Pleasant Street, Room 114  
Gardner, MA 01440-2630  
978-632-1900 ext 8020

**Mayor**

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**From:** Ashley Metivier  
**Sent:** Wednesday, February 1, 2023 11:04 AM  
**To:** Mayor  
**Subject:** 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: [AMetivier@gardner-ma.gov](mailto:AMetivier@gardner-ma.gov)

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# Current Ordinance

City 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)<sup>[1]</sup>

**[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.