
$\mathfrak{C i t y}$ of $\mathfrak{b a r b n e r , ~} \mathfrak{f l a s s a c h u s e t t s ~}$ Office of the City $\mathbb{C}$ aumsil

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

## I. CALL TO ORDER

## II. CALL OF THE ROLL OF COUNCILLORS

## III. OPENING PRAYER

## IV. PLEDGE OF ALLEGIANCE

## V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS

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

## VI. READING OF MINUTES OF PRIOR MEETING(S)

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


## VII. PUBLIC HEARINGS

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

10908 - A Petition by National Grid and Verizon New England, Inc. - Edgell Street - to Relocate 1 jointly owned pole on Edgell Street beginning at a point approximately 300 feet east of the centerline of the intersection of Westford Street and Edgell Street. Relocate Pole \#8 approximately 45’ east of its current location. (Public Service Committee; Public Hearing 3/6/2023)

## PUBLIC HEARINGS, continued

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

## VIII. COMMUNICATIONS FROM THE MAYOR

## ORDERS

10910 - An Order Appropriating \$33,139.00 from Free Cash to Health Department Vehicle Expense Account. (Finance Committee)

10911 - An Order Appropriating \$3,690.00 from Free Cash to City Clerk Professional Services Account. (Finance Committee)

10912 - An Order Appropriating \$8,900 from Free Cash to FAA Airport Master Plan Professional Services Account- City Portion. (Finance Committee)

10913 - An Order Rescinding the Loan Order Relating to Elm Street School Repairs. (Finance Committee)

10914 - An Order Rescinding the Loan Order Relating to the Replacement of Pall Filter at The Crystal Lake Water Treatment Facility. (Finance Committee)

10915 - An Order Rescinding the Loan Order Relating to Watkins Field Renovations. (Finance Committee)

10916 - An Order Rescinding the Loan Order Relating to The DPW Storage Building Construction. (Finance Committee)

10917 - An Order Rescinding the Loan Order Relating to The Waterford Street School Feasibility Study. (Finance Committee)

10918 - An Order Rescinding the Loan Order Relating to Snake Pond Well Repairs. (Finance Committee)

10919 - An Order Rescinding the Loan Order Relating to The Acquisition of the Omealia Property. (Finance Committee)

10920 - An Order Rescinding the Loan Order Relating to Various Capital Expenditures. (Finance Committee)

## ORDERS, continued

10921 - An Order Rescinding the Loan Order Relating to Water Infrastructure Paving Work. (Finance Committee)

10922 - An Order Rescinding the Loan Order Relating to the Acquisition of The Omealia Property Off of Leo Drive for Open Space. (Finance Committee)

10923 - An Order Rescinding the Loan Order Relating to the Complete Streets Downtown Improvement Project. (Finance Committee)

10924 - An Order Rescinding the Loan Order Relating to GHS Lab And Boiler Upgrades. (Finance Committee)

10925 - An Order Rescinding the Loan Order Relating to Water Treatment Facility Upgrades. (Finance Committee)

10926 - An Order Rescinding the Loan Order Relating to the Water Infrastructure Improvement Project. (Finance Committee)

10927 - An Order Rescinding the Loan Order Relating to Water Storage Tank Repairs
10928 - An Order Rescinding the Loan Order Relating to Sewer Main Installation and Pump Station Upgrades. (Finance Committee)

10929 - An Order Rescinding the Loan Order Relating to Gardner Middle School Improvements. (Finance Committee)

## COMMUNICATIONS

10930 - A Measure Authorizing a five-year Contract Period for School Food Services.

10931 - A Measure Authorizing a five-year Contract Period for School Custodial Services. (Finance Committee)

10932 - A Measure Authorizing a five-year Contract Period for Golf Cart Rentals. (Finance Committee)

10933 - Notification of City Involvement in Opioid Lawsuit Settlement - Allegran $\$ 60,547.58$. (Finance Committee)

10934 - Notification of City Involvement in Opioid Lawsuit Settlement - CVS $\$ 134,435.79$. (Finance Committee)

10935 - Notification of City Involvement in Opioid Lawsuit Settlement - Walgreens $\$ 146,184.84$. (Finance Committee)

## COMMUNICATIONS, continued

10936 - Notification of City Involvement in Opioid Lawsuit Settlement - Teva \$101,632.12. (Finance Committee)

10937 - Notification of City Involvement in Opioid Lawsuit Settlement - Walmart \$76,128.90. (Finance Committee)

10938 - Notification Regarding the Status of Opioid Manufacturer Settlement Funds. (Finance Committee)

10939 - Notification Regarding the Status of Authorized Unissued Debt. (Finance Committee)

10940 - A Measure Authorizing the Mayor to Execute the Subordination for case number \#10-283 for Purpose of the Community Development Housing Rehabilitation Program. (Finance Committee)

10943 - A Notification from the Mayor Regarding City Current Statement of Indebtedness.

## IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

10941 - A Measure Authorizing Acceptance of M.G.L. Chapter 41, §110A Closing Public Office Operations on Saturdays. (Finance Committee)

10942 - A Measure to Elect John Richard to City Auditor, for term expiring February 23, 2026. (Finance Committee)

## X. REPORTS OF STANDING COMMITTEES

## FINANCE COMMITTEE

10894 - An Order Appropriating \$60,000.00 from Free Cash to the Mayor's Department - Professional Services Account. (In the City Council and Referred to Finance Committee 2/21/2023)

10885 - An Ordinance to Amend the Code of the City of Gardner, Chapter 171, Thereof, Entitled "Personnel," to Change Compensation Schedule 1, Yearly Salaries, Mayor, City Councillors and School Committee. (In the City Council and Referred to Finance Committee 1/17/2023; Referred to Committee of the Whole 2/6/2023; Informal Meeting 2/21/2023; Referred back to Finance Committee 2/21/2023)

## APPOINTMENTS COMMITTEE

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

## SAFETY COMMITTEE

10861 - An Ordinance to Amend the Code of the City of Gardner, Chapter 600, Entitled "Vehicles and Traffic," Section 42, Entitled "One Way Street." (In the City Council and Referred to Safety Committee 12/5/2022; More Time 12/19/2022, 01/03/2023, 1/17/2023; More Time 2/6/2023)

10906 - An Ordinance to Amend the Code of the City of Gardner, by adding a new Chapter 502, to be entitled "Mobile Food Operations," which Chapter Provides for the Regulations for Operating Food Truck Services in the City. (In the City Council and Referred to Public Safety Committee 2/21/2023)

## SERVICE COMMITTEE

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

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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)

## WELFARE COMMITTEE

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

## WELFARE COMMITTEE, continued

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

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

## XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

10890 - An Ordinance to Amend the Code of the City of Gardner, Section 2 of Chapter 13, entitled "Council on Aging- Membership; Terms of Office." (Welfare Committee; In the City Council and Ordered to $1^{\text {st }}$ Printing 2/21/2023; First Printing 2/25/2023)

10896 - An Ordinance to Amend the Code of the City of Gardner, Chapter 22, entitled "Assessing Department." (Finance Committee; In the City Council and Ordered to $1^{\text {st }}$ Printing 2/21/2023; $1^{\text {st }}$ Printing 2/25/2023)

## XII. NEW BUSINESS

## XIII. CLOSING PRAYER

## XIV. ADJOURNMENT

 may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
## REGULAR MEETING OF NOVEMBER 7, 2022

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

## CALL TO ORDER

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

## CALL OF THE ROLL

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

## OPENING PRAYER

President Kazinskas led the Council in reciting the Opening Prayer.

## PLEDGE OF ALLEGIANCE

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

## OPEN MEETING RECORDING \& PUBLIC RECORDS ANNOUNCEMENT

President Elizabeth Kazinskas announced to the assembly that the Open Meeting Recording and Public Records Announcement. Any person may make a video or audio recording of an open session of a meeting or may transmit the meeting through any medium subject to reasonable requirements of the chair as to the number placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recordings shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the chair as they become part of the meeting minutes pursuant to General Law Chapter 38 Section 20.

## READING \& ACCEPTANCE OF MINUTES

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

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 7, 2022

## REPORTS OF STANDING COMMITTEES APPOINTMENTS COMMITTEE

\#10830
President Elizabeth Kazinskas took this item out of order.

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

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

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

## \#10811

President Elizabeth Kazinskas took this item out of order.

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

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

At 7:36 PM, a brief recess was taken to administer the oath of office for the appointees.
Meeting resumed at 7:41 PM.

IN CITY COUNCIL

## REGULAR MEETING OF NOVEMBER 7, 2022

## COMMUNICATIONS FROM THE MAYOR ORDERS

The following orders were voted viva voce, in order as listed on the agenda. On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros that the following ORDERS ought to pass:
\#10815 - An Order Authorizing \$2,015.00 Payment of Prior Year Human Resources Operating Expenditure.

AUTHORIZING PAYMENT OF PRIOR YEAR OPERATING EXPENDITURE

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

FY2022 HUMAN RESOURCES MEDICAL EXAM EXP
\#10816 - An Order Appropriating \$130,819.00 from Free Cash to Stabilization. AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION.

ORDERED: That there be and is hereby appropriated the sum of One Hundred Thirty Thousand Eight Hundred Nineteen Dollars and No Cents ( $\$ 130,819.00$ ) from Free Cash to Stabilization.
\#10817 - An Order Appropriating \$26,164.00 from Free Cash to Other Post Employment Benefits Liability Trust Fund (OPEB).

AN ORDER APPROPRIATING FROM FREE CASH TO THE OTHER POSTEMPLOYMENT BENEFITS LIABILITY TRUST FUND.

ORDERED: That there be and is hereby appropriated the sum of Twenty-Six Thousand One Hundred Sixty-Four Dollars and No Cents (\$26,164.00) from Free Cash to the Other Post-Employment Benefits Liability Trust Fund.
\#10818 - An Order Appropriating \$300,000.00 from Free Cash to Department of Public Works - Road Resurfacing Expense Account.

## REGULAR MEETING OF NOVEMBER 7, 2022

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

ORDERED: That there be and is hereby appropriated the sum of Three Hundred Thousand Dollars and No Cents $(\$ 300,000.00)$ from Free Cash to Department of Public Works Dept. - Road Resurfacing Expense Account. \#10819 - An Order Appropriating \$200,000.00 from Free Cash to Stabilization.

AN ORDER APPROPRIATING FROM FREE CASH TO VEHICLE STABILIZATION.

ORDERED: That there be and is hereby appropriated the sum of Two Hundred Thousand Dollars and No Cents $(\$ 200,000.00)$ from Free Cash to Vehicle Stabilization.
\#10820 - An Order Appropriating \$35,000.00 from Free Cash to School Improvement Project Account.

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

ORDERED: That there be and is hereby appropriated the sum of Thirty-Five Thousand dollars and No Cents $(\$ 35,000.00)$ from Free Cash to the School Improvement Project - Rekey School.
\#10821 - An Order Appropriating \$35,000.00 from Free Cash to City Capital Project Visitor's Center Revitalization.

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

ORDERED: That there be and is hereby appropriated the sum of Thirty Five Thousand Dollars and No Cents $(\$ 35,000.00)$ from Free Cash to the City Capital Project - Visitor's Center Revitalization.
\#10822 - An Order Appropriating \$75,000.00 from Free Cash to Landfill Closure Expenditures.

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL CLOSURE EXPENDITURES.

IN CITY COUNCIL

## REGULAR MEETING OF NOVEMBER 7, 2022

ORDERED: That there be and is hereby appropriated the sum of SeventyFive Thousand Dollars and No Cents $(\$ 75,000.00)$ from Free Cash to Landfill Closure Expenditures.
\#10823 - An Order Appropriating \$72,500.00 from Free Cash to Landfill Repair and Maintenance.

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

ORDERED: That there be and is hereby appropriated the sum of SeventyTwo Thousand Five Hundred Dollars and No Cents $(\$ 72,500.00)$ from Free Cash to Landfill Repair and Maintenance.
\#10824 - An Order Appropriating \$5,908.00 from Solid Waste Surplus to Solid Waste Trach Receptacles/Minor Equipment.

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

ORDERED: That there be and is hereby appropriated the sum of Five Thousand Nine Hundred Eight Dollars and No Cents $(\$ 5,908.00)$ from Solid Waste Surplus to Solid Waste Trash Receptacles/Minor Equipment.
\#10826 - An Order Appropriating \$82,500.00 from Solid Waste Surplus to Landfill Repairs and Maintenance.

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

ORDERED: That there be and is hereby appropriated the sum of Eighty-Two Thousand Five Hundred Dollars and No Cents $(\$ 82,500.00)$ from Solid Waste Surplus to Landfill Repairs and Maintenance.
\#10835 - An Order to Raise and Appropriate $\$ 166,127.00$ for the Various Departments for the Salary and Labor Budget for the Fiscal Year Beginning July 1, 2022, to June 30, 2023. AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 TO JUNE 30, 2023.

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 7, 2022

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

Fire Dept
Ambulance Dept
BOH Dept
Police Dept

| Salaries \& Wages | $\$ 77,430.36$ |
| :--- | :--- |
| Salaries \& Wages | $\$ 48,696.64$ |
| Food/Housing Insp Salary | $\$ 25,000.00$ |
| DV Advocate Salary | $\$ 15,000.00$ |

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

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

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

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

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

FY2022
FY2022
FY2022
FY2022
FY2022

CAPTAINS SALARY \& WAGES
\$ 3,473.60
PRIVATES SALARY \& WAGES
LIEUTENANTS SAL \& WAGES
OVERTIME
HOLIDAY PAY

39,759.89
14,876.44
21,576.55
5,520.33

REGULAR MEETING OF NOVEMBER 7, 2022

| FY2022 | COLLATERAL JOB PAY | $2,769.75$ |
| :--- | :--- | ---: |
| FY2022 | EDUCATIONAL INCENTIVE | 438.47 |
| FY2022 | SICK LEAVE INCENTIVE | 17.90 |
| FY2022 | TERMINATION LEAVE | $1,673.51$ |
| FY2022 | AMBULANCE SERV STIPEND | $16,488.00$ |
|  | TOTAL | $\$ 106,594.44$ |

## COMMUNICATIONS FROM THE MAYOR COMMUNICATIONS

## \#10827

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

## \#10828

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

## \#10829

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer A Notification of Certification of New Growth to Finance Committee for further study and report.
\#10832
On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Craig Cormier, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to refer A Notification of

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

## \#10833

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

## \#10839

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

## \#10840

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

## \#10841

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

## \#10842

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

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

## \#10843

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

## \#10844

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

## COMMUNICATIONS FROM THE MAYOR ORDINANCES

## \#10834

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

## COMMUNICATIONS FROM THE MAYOR APPOINTMENTS

\#10831
On a motion made by Councillor George Tyros and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors James Boone, Nathan Boudreau, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to place on file A Measure Confirming
the Mayor's Appointment of Timothy McGonigal, to the position of Constable, for term expiring October 25, 2025.

## REPORTS OF STANDING COMMITTEES SAFETY COMMITTEE

## \#10814

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

## UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

## \#10798

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

## NEW BUSINESS

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

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

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

## CLOSING PRAYER

President Elizabeth Kazinskas led the Council in the Closing Prayer.

## ADJOURNMENT

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 7, 2022

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

Accepted by the City Council:

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

## CALL TO ORDER

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

## ATTENDANCE

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

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

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

## Supplemental Budget

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

- Last year we weren't expecting all the house to formally give up its tax-exempt status, which resulted in about $\$ 300,000.00$ increase in new growth.
- Last year they have been taxable for a full year. Every year when we do the regular operating budget in June, we budget for about $\$ 250,000.00$ of new growth and then see what gets certified in the fall.
- This year certification came in at $\$ 415,336.00$. New growth is anything that was increased from last year in taxation that we are already going to be collecting for items that did not increase solely due to market trend valuation increases.
- The difference in what we budgeted to what new growth was certified is $\$ 165,336.00$, so that is available for appropriation, as is $\$ 84,581.04$ that the Council cut from the budget proposal back in June.
- The supplemental budget proposal before you, $\$ 249,917.04$.
- If the supplemental budget passes, we anticipate the tax rate at $\$ 16.16$, compared to the current tax rate of \$18.59.
- The main things seen on the supplemental budget is related to the new Union contract with the Fire Department.
- Vehicle fuel was an increase expense from the DPW.
- Energy and utilities increase to meet the trends seen across the city.
- Board of Health funding for a full-time housing and food inspector.
- Police Department request for a part-time domestic violence advocate.
- Additional funding for Community Development professional and travel line item that has been level funded for the past seven years. Funding will be used for staff training.
- Water and sewer enterprise for additional duties being added to the GIS coordinator position.


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

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

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

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

## Accepted by the City Council:

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 21, 2022

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

## CALL TO ORDER

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

## CALL OF THE ROLL

City Clerk Titi Siriphan called the Roll of Members. Eight (8) Councillors were present including Councillors James Boone, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, Elizabeth Kazinskas, George Tyros, and James Walsh. Councillors Nathan Boudreau, Karen Hardern and Judy Mack were absent.

Also resent, Administrative Coordinator, Zackary Lawrence.

## OPENING PRAYER

President Kazinskas led the Council in reciting the Opening Prayer.

## PLEDGE OF ALLEGIANCE

President Kazinskas led the Council in reciting the "Pledge of Allegiance".
OPEN MEETING RECORDING \& PUBLIC RECORDS ANNOUNCEMENT
President Elizabeth Kazinskas announced to the assembly that the Open Meeting Recording and Public Records Announcement. Any person may make a video or audio recording of an open session of a meeting or may transmit the meeting through any medium subject to reasonable requirements of the chair as to the number placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recordings shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the chair as they become part of the meeting minutes pursuant to General Law Chapter 38 Section 20.

## READING \& ACCEPTANCE OF MINUTES

No minutes were present.

# COMMUNITCATIONS FROM THE MAYOR <br> COMMUNICATIONS 

## \#10845

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AUTHORIZING FREE PARKING AT DOWNTOWN METERS FROM DECEMBER 1 THROUGH DECEMBER 31

VOTED: To approve a request, to allow free parking at metered locations within the downtown areas from December 1 through December 31, 2022 in order to promote the availability and convenience of the many fine downtown shops for the holiday season.

## \#10846

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## ACCEPTANCE OF DONATIONS AND GIFTS <br> K-9 PROGRAM GIFT

VOTED: That the City of Gardner is authorized to accept certain donations and gifts for use by the Police Department in their K-9 Program, said acceptance in accordance with the provisions of Chapter 44, Section 53A $1 / 2$ of the General Laws.
\#10849
On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor James Walsh, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to schedule a PUBLIC Hearing on A Measure to Adopt a Factor for Real Estate and Personal Property Taxation for Fiscal Year 2023.

## PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

## \#10850

On a motion made by Councillor James Walsh and seconded by Councillor George Tyros, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to refer A Petition by National Grid - Coleman Street - To install 1 single owned pole beginning at a point approximately 250 feet east of the centerline of the intersection of Coleman Street and Robillard Street. Install 1 stub pole on Coleman Street to support P25 on Parker Street to the Public Service Committee for further study and report.

## REPORTS OF STANDING COMMITTEES FINANCE COMMITTEE

\#10815
Councillor Ronald Cormier requested MORE TIME on An Order Authorizing \$2,015.00 Payment of Prior Year Human Resources Operating Expenditure. There were no objections.

## \#10816

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION.

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

## \#10817

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

AN ORDER APPROPRIATING FROM FREE CASH TO THE OTHER POSTEMPLOYMENT BENEFITS LIABILITY TRUST FUND.

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

## \#10818

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

> AN ORDER APPROPRIATING FROM FREE CASH TO DEPARTMENT OF PUBLIC WORKS DEPT. - ROAD RESURFACING EXPENSE ACCOUNT.
> ORDERED: That there be and is hereby appropriated the sum of Three Hundred Thousand Dollars and No Cents $(\$ 300,000.00)$ from Free Cash to Department of Public Works Dept. - Road Resurfacing Expense Account.

## \#10819

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor George Tyros, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AN ORDER APPROPRIATING FROM FREE CASH TO VEHICLE STABILIZATION.

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

## \#10820

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

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

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 21, 2022

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

## \#10821

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

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

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

## \#10822

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL CLOSURE EXPENDITURES.

ORDERED: That there be and is hereby appropriated the sum of SeventyFive Thousand Dollars and No Cents $(\$ 75,000.00)$ from Free Cash to Landfill Closure Expenditures.
\#10823
On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

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

IN CITY COUNCIL
REGULAR MEETING OF NOVEMBER 21, 2022

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

## \#10824

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

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

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

## \#10826

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

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

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

## \#10828

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of Certification of Property Values.

## \#10829

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of Certification of New Growth.

## \#10832

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of Additional Staff to Gardner Animal Shelter.

## \#10833

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Ronald Cormier, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of Certification of Free Cash and Retained Earnings from FY2022.

## \#10839

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF GARDNER AND THE TOWN OF PRINCETON FOR VETERAN'S SERVICES

VOTED: To authorize the Mayor of the City of Gardner to enter into an Inter-Municipal with the Town of Princeton for the purpose of providing Veteran's services 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 General Laws.

## \#10840

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of Recent Grant Awards from the Commonwealth.

## \#10841

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## RESOLUTION <br> FY 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT Mini-Entitlement Plan

## 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 Department of Community Development and Planning for inclusion within the FY 2022/2023 Community Development Block Grant (CDBG) Mini-Entitlement Plan; and

Whereas: the CDBG proposals seek funding for support of public social services, demolition, infrastructure repair and upgrade, economic development, and associated administrative costs; and

Whereas: the activities proposed within the FY 2023 CDBG Mini-Entitlement Plan meet the priorities identified within the City's 2022 Community Development Strategy; and

Whereas: the City does not possess the bonding capacity or have the availability of funds to appropriate from its general budget to undertake such projects and reliance upon grant funds is required; and

Whereas: the City Council supports each of the activities as being consistent with the City's goal of promoting quality programs for its citizens;

NOW, THEREFORE, the City Council hereby extends its support of each proposed activity and endorses the City's FY 2022/2023 CDBG Mini-Entitlement Plan to be submitted to the Commonwealth of Massachusetts, Department of Housing and Community Development

## REPORTS OF STANDING COMMITTEES <br> SAFETY COMMITTEE

\#10834
On a motion made by Councillor Craig Cormier and seconded by Councillor James Boone, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to send to FIRST PRINTING An Ordinance to Amend the Code of the City of Gardner, Chapter 423, Entitled "Hackney and Other Carriages."

## REPORTS OF STANDING COMMITTEES <br> WELFARE COMMITTEE

## \#10827

On a motion made by Councillor Dana Heath and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Notification of SK Pierce Mansion Application for National Register of Historic Places.

## UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

## \#10798

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to send to FIRST PRINTING A Petition Submitted by PrivateOversight, LLC, for an Ordinance to Amend the Code of the City of Gardner, Chapter 675, Entitled "Zoning," per Zoning Act M.G.L. 40A.

## \#10781

Councillor James Walsh requested MORE TIME on An Act Relative to Establish a Special Act Charter Drafting Committee. There were no objections.

## \#10835

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor George Tyros, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 TO JUNE 30, 2023.

## ORDERED:

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

Fire Dept
Ambulance Dept
BOH Dept
Police Dept

Salaries \& Wages
Salaries \& Wages
Food/Housing Insp Salary
DV Advocate Salary
\$77,430.36
\$48,696.64
\$25,000.00
\$15,000.00
\#10836
On a motion made by Councillor James Walsh and seconded by Councillor Ronald Cormier, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENT FOR OPERATING EXPENDITURE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 TO JUNE 30, 2023.

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

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

## \#10837

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

## AUTHORIZING PAYMENT OF PRIOR YEAR SALARY EXPENDITURE

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

FY2022
FY2022
FY2022
FY2022
FY2022
FY2022
FY2022
FY2022
FY2022
FY2022

CAPTAINS SALARY \& WAGES
\$ 3,473.60
PRIVATES SALARY \& WAGES
LIEUTENANTS SAL \& WAGES
OVERTIME
HOLIDAY PAY
COLLATERAL JOB PAY
EDUCATIONAL INCENTIVE
SICK LEAVE INCENTIVE
TERMINATION LEAVE
AMBULANCE SERV STIPEND TOTAL

39,759.89
14,876.44
21,576.55
5,520.33
2,769.75
438.47
17.90

1,673.51
16,488.00
\$106,594.44

## \#10847

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor George Tyros, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

AN ORDER REQUESTING A TRANSFER FROM SEWER SURPLUS/RETAINED EARNINGS TO SEWER DEPT SALARY EXPENDITURES.

ORDERED: That there be and is hereby transfer the sum of Ten Thousand Dollars and 00/100 (\$10,000.00) from Sewer Surplus/Retained Earnings to Sewer Salary Expenditures as follow:

SEWER GIS SALARY EXPENDITURE
\$10,000.00

## \#10848

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor George Tyros, it was voted on call of the roll, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh that the following ORDER ought to pass:

AN ORDER REQUESTING A TRANSFER FROM WATER SURPLUS/RETAINED EARNINGS TO WATER DEPT SALARY EXPENDITURES.

ORDERED: That there be and is hereby transfer the sum of Ten Thousand Dollars and 00/100 (\$10,000.00) from Water Surplus/Retained Earnings to Water Salary Expenditures as follow:

## WATER GIS SALARY EXPENDITURE

\$10,000.00

## \#10842

On a motion made by Councillor Ronald Cormier and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Communication from the Mayor Regarding the FY2023 Supplemental Budget Proposal.

## NEW BUSINESS

\#10851
On a motion made by Councillor James Walsh and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillor James Boone, Crag Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to PLACE ON FILE A Communication Regarding Veterans Treatment Court at Gardner-Winchendon District Court.

## CLOSING PRAYER

President Elizabeth Kazinskas led the Council in the Closing Prayer.

## ADJOURNMENT

On a motion by Councillor Dana Heath and seconded by Councillor Craig Cormier, it was voted viva voce, eight (8) yeas, President Elizabeth Kazinskas and Councillors James Boone, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Dana Heath, George Tyros and James Walsh to adjourn at 8:09 p.m.

Accepted by the City Council:

## PROJECT REVIEW MEMORANDUM

To: Public Service Committee
$\begin{array}{ll}\text { Cc: } & \text { Dane Arnold, DPW Director } \\ & \text { Christine Harty, DPW Administrative Asst. } \\ & \text { Titi Siriphan, City Clerk }\end{array}$
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.

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



## CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE<br>CITY CLERK

Room 121, City Hall

## NOTICE TO ABUTTERS

February 23, 2023

## TO ABUTTERS AND OTHER INTERESTED PARTIES:

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

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

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

CITY COUNCIL OF GARDNER


By: TITI SIRIPHAN
City Clerk

Questions contact - Rob Proude 781-423-3082
Petition of the Massachusetts Electric Company d/b/a National Grid Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

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

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

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

Location approximately as shown on plan attached

> Massachusetts Electric Company $\mathrm{d} / \mathrm{b} / \mathrm{a}$
> NATIONAL GRID Pat Shea

BY
Engineering Department

Dated: February 2, 2023

## ORDERED:

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

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

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

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

I hereby certify that the foregoing order was adopted at a meeting of the $\qquad$
$\qquad$
$\qquad$
$\qquad$

Received and entered in the records of location orders of the City/Town of
Book $\qquad$ Page Attest:
hereby certify that on $\qquad$ .20....., at $\qquad$ o'clock, ....M at ..........................................................., a public hearing was held on the petition of Massachusetts Electric Company $\mathrm{d} / \mathrm{b} / \mathrm{a}$ National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.



## CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE<br>CITY CLERK

Room 121, City Hall

## NOTICE TO ABUTTERS

February 23, 2023

## TO ABUTTERS AND OTHER INTERESTED PARTIES:

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

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

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

CITY COUNCIL OF GARDNER


By: TITI SIRIPHAN
City Clerk

# PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS 

North Andover, Massachusetts

To the City Council<br>Of Gardner, Massachusetts

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

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

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

No. 24639352 February 2, 2023
Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

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

Massachusetts Electric Company d/b/a
National grid Pat Shea
BY
Engineering Department
VERIZON NEW ENGLAND, INC.
BY Albert 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 - Edgell St - Gardner - Massachusetts..
No. 24639352 Dated February 2, 2023. Filed with this order
There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

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

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

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

City/Town Clerk. Massachusetts

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

Attest:
City/Town Clerk

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

City/Town Clerk.
$\qquad$
$\qquad$
$\qquad$

## 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 Massachusetts, on the day of records of location orders of the said City, Book of the City of , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



## CITY OF GARDNER MASSACHUSETTS 01440-2630

OFFICE OF THE<br>CITY CLERK

Room 121, City Hall

## 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 Bescette
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

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

City/Town Clerk.

## Board or Council of Town or City, Massachusetts

## CERTIFICATE

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

Attest:
City/Town Clerk



## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Free Cash Appropriation Request - Health Department Vehicle

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

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

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

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## Purchase Agreement

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

| Buyer | Co-Buyer | Vehicle |
| :--- | :--- | :--- |
| City Of Gardner |  | 2023 Chevrolet Equinox LT <br> Angela Diprima <br> C: (978) 630-4013 <br> adiprima@gardner-ma.gov |
|  |  | SIN: 3GNAXUEGXPL141868 <br> Stoc\&: C23067 <br> Mileage: 4 <br> Color: Sterling Gray Metallic |


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

X
Customer Signature

## Date

X
Manager Signature

Date

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

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

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

## Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

OpenGov Inc.

| Order Number: | Q006782 | Prepared By: | Dana Bartolon |
| :---: | :---: | :---: | :---: |
| Created On: | February 16, 2023 | Email: | dbartolon@opengov.com |
| Quote Expiration Date: | March 31, 2023 | Contract Term: | 12 Months |
| Subscription Start Date: | April 01, 2023 |  |  |
| Subscription End Date: | March 31, 2024 |  |  |
| Customer Information |  |  |  |
| Customer: Bill To/Ship To: | City of Gardner, MA <br> City Hall 95 Pleasant Street Room 1 <br> Gardner, MA US | Contact Name: <br> Email: <br> Phone: | Bob O'Keefe <br> rokeefe@gardner-ma.gov <br> 9786304019 |
| Order Details |  |  |  |
| Billing Frequency: Upfront |  | Payment Terms: Net 30 |  |


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

## Order Form Legal Terms

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

| City of Gardner, MA | OpenGov, Inc. <br> Signature: |
| :--- | :--- |
| Signature: |  |
| Name: | Name: |
| Title: | Title: |
| Sountersign Date: | Counte |

# $\bigcirc$ <br> OPENGOV 

## Statement of Work

City of Gardner, MA

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

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## 1. Overview

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

## 2. Project Schedule

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

## 3. General Project Assumptions

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

- Professional Services under this SOW will be billed upfront. The hours are based on OpenGov's best estimate. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours. The hours must be utilized within four (4) months from execution of the Order Form. Any unused hours after such expiration shall be forfeited with no credit or fees due to Customer.
- This SOW is limited to the professional services as defined in the Project Scope. Any additional services or support not defined in Section 4 Project Scope will be considered out of scope and managed in accordance with Section 6 of this SOW.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts necessary to complete the Project Scope as defined in Section 4 defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
- OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no less than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a)
the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
- The Professional Services will be provided during regular business hours (8am to 6 pm Eastern Time) Monday through Friday (holidays excluded).
- Professional Services Offer Expiration:
- This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.
- All services will be provided remotely.


## 4. Project Scope

| Description | OpenGov Responsibilities |
| :--- | :--- | :--- | :--- |$\quad$| Customer Responsibilities |
| :--- |

## 5. Acceptance

### 5.1. Acceptance Process

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

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

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


### 5.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive response in accordance with Section 3 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.


## 6. Change Management

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

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

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

Example of changes that might arise during a deployment:

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


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Free Cash Appropriation Request - Airport Master Plan

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

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

Respectfully,


Michael J. Nicholson
Mayor, City of Gardner

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

ORDERED:

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

Mayor

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

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

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

Costs of the 5 year Master Plan are as follows:
City's share is $\$ 8,900$
FAA's share is $\$ 150,000$
MassDOT share is $\$ 8,900$

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

Thank you for your time.

Isabelle

Isabelle Davis
Airport Manager

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Elm Street School Repairs

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CITY OF GARDNER, MASSACHUSETTS <br> IN CITY COUNCIL

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

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

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## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

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February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Crystal Lake Water Treatment Pall Filters

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

# origins order 

## IN CITY COUNCIL

ORDERED:

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


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Watkins Field Renovations

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AN ORDER RESCINDING LOAN ORDER RELATING TO THE WATKINS

 FIELD RENOVATIONS.
## ORDERED:

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

# Original order 

9921

CITY OF GARDNER, MASSACHUSETTS
IN CITY COUNCIL

ORDER:

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


## City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

## RE: Measure Rescinding Loan Order - DPW Storage Building Construction

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CITY OF GARDNER, MASSACHUSETTS

## IN CITY COUNCIL

## ORDERED:

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


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Waterford Feasibility Study

Dear Madam President and Councilors,

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

This loan was never issued, thus leaving the full $\$ 750,000.00$ balance.
The attached order would close out this loan order and remove it from the City's books.

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AN ORDER RESCINDING LOAN ORDER RELATING TO THE

 WATERFORD FEASIBILITY STUDY.
## ORDERED:

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

## CITY OF GARDNER <br> LOAN ORDER

CITY OF GARDNER, In City Council,

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

FURTHER ORDERED: Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Snake Pond Well Repairs

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CITY OF GARDNER

LOAN ORDER FOR SNAKE POND WELL REPAIRS

## ORDERED:

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


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## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Parkland Acquisition: Omealia Property

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

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

ORDERED:

To authorize the Mayor of the City of Gardner to accept grant funds in the amount of up to Ninety Seven Thousand Three Hundred Eighty Eight and 00/100 Dollars ( $\$ 121,073.00$ ), awarded to the City, under the PARC Grant program, 301 CMR 5:00, as amended June, 2018, and enter any necessary contracts thereto, for the purpose of purchasing approximately $28.8^{+/ \sim}$ acres of land on Leo Drive, known as the Omealia Property, and $3.8^{+/-}$acres of land on Leo Drive, known as the RHO, Ltd. property described below, to be held and managed by the Department of Public Works, Parks and Recreation for active recreation and park purposes, pursuant to M.G.L. Chapter 45, Section 3, and to borrow, appropriate and expend up to One Hundred Seventy Four Thousand One Hundred Sixty Two and $00 / 100$ Dollars ( $\$ 174,162.00$ ), pursuant to M.G.L. Chapter 44, Section 7, for the purchase of said land in fee, in accordance with the attached Budget, being a portion of Assessor's Parcel H37/23/35, and Assessor's Parcels $H 37 / 9 / 13 A$, and H37/23/40, located on Leo Drive, shown as Parcels B and C on the attached Map, the property to be permanently conserved under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Various Capital Needs

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

AN ORDER RESCINDING LOAN ORDER RELATING TO VARIOUS CAPITAL EXPENDITURES.

## ORDERED:

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

## RECEIVED

## CITY OF GARDNER

## 2017 JUN 27 PM 4: LDAN ORDER FOR VARIOUS CAPITAL EXPENDITURES

## CITY CLERK'S OFFICE

 GARORERERED:That the sum of $\$ 2,200,000.00$ be and hereby is appropriated to pay various capital expenses as more fully described in Exhibit A attached hereto, including the payment of any and all other costs incidental and related thereto, and that to raise this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow $\$ 2.200,000.00$ under and pursuant to Chapter 44, Sections 7 and 8 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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



## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Water Infrastructure Paving Work

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

# CITY OF GARDNER <br> LOAN ORDER 

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

Program, as follows:

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

and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to G.L. c. $44, \S 7(1)$ or any other enabling authority, and to issue bonds or notes of the City therefor.

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## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Parkland Acquisition: Leo Drive

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

To rescind the vote taken on July 6, 2017, under Calendar Item \#9821, ordering that the City of Gardner appropriates the sum of Three Hundred Twenty Thousand and $00 / 100$ cents $(\$ 320,000.00)$ to fund the acquisition of land on Leo Drive for open space purposes paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

10922

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

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

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## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Order Rescinding Loan Order - Complete Streets Downtown Improvement Project

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

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CITY OF GARDNER

LOAN ORDER
(Complete Streets Downtown Improvement Project)

## ORDERED:

That the City appropriates Thirty-Three Thousand One Hundred Forty-Eight Dollars and 16/100 cents ( $\$ 33,148.16$ ) to pay costs of Complete Streets Downtown Improvement Project $=$, including the payment of costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to G.L. c. 44, 57(1) or any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with G.L. c. 44, $\varsigma 20$, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - GHS Lab and Boiler Upgrades

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


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

## ORDERED:

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

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

## ORDERS

## \#8972

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

ORDERED:
That the City of Gardner appopi
thousand six hundred eighty-two exterior doors/windows replacemt $50,082.00$ ) Dollars for a science lab upgrade, School, 200 Catherine Street, Gardn heating boiler replacement at Gardner High incidental or related thereto (he MA 01440, including the payment of all costs anticipated useful life ss ( Project"), which school facility shall have an at least 50 years and educational facility for the instruction of school children for life of the school and proposed repair project would materially extend the useful required education preserve an asset that otherwise is capable of supporting the Building Committ program, said sum to be expended under the direction of the School authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City of Gardner acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City of Gardner/Gardner Public School District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Gardner/Gardner Public School District; provided further that any grant that City of Gardner/Gardner Public School District may receive from the MSBA for the Project shall not exceed the lesser of (1) 78.95 percent (\%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Gardner and the MSBA.

ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.
Presented to the Mayor for Approval - December 18, 2012
Approved December 18, 2012
MARK P. HAWKE, Mayor

## \#8973

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


## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Water Treatment Facility Upgrades

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CTTY OF GARDNER, MASSACHUSETTS

## IN CITY COUNCIL

## ORDERED:

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


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## Mayor Michael J. Nicholson

February 22, 2023


Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Water Infrastructure Improvement Project

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


## AN ORDER RESCINDING LOAN ORDER WATER INFRASTRUCTURE IMPROVEMENT PROJECT

## ORDERED:

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

## CITY OF GARDNER, MASSACHUSETTS

## IN CITY COUNCIL

ORDERED:

That the City of Gardner appropriates the sum of Eleven Million Dollars ( $\$ 11,000,000$ ) to pay costs of replacing water mains throughout the City, and paying all costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L.c. 44, §8, or any other enabling authority. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. $44, \S 20$ of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Water Storage Tank Repairs

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

To rescind the vote taken on August 10, 2015, under Calendar Item \#10333, ordering that the City of Gardner appropriates the sum of Two Hundred Fifty Thousand and $00 / 100$ cents $(\$ 250,000.00)$ to fund repairs to the above ground water storage tank on Route 140 and paying other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(7), or any other enabling authority. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

# CITY OF GARDNER, MASSACHUSETTS 

## IN CITY COUNCIL

## ORDERED:

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


City of Gardner - Executive Department Mayor Michael J. Nicholson

February 22, 2023


Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Measure Rescinding Loan Order - Sewer Main Installation and Pump Station Upgrades

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

# Original order 

## CITY OF GARDNER, MASSACHUSETTS

## IN CITY COUNCIL

## ORDERED:

That the City of Gardner appropriates the sum of One Million Seven Hundred Fifty Thousand Dollars $(\$ 1,750,000)$ to pay costs of sewer main installation and sewer pump station upgrades, and paying all costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. c. 44, $\S 7$ or 8 , or any other enabling authority. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.



February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

## RE: Measure Rescinding Loan Order - Gardner Middle School Improvements

Dear Madam President and Councilors,

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

## ORDERED:

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

## CITY OF GARDNER

REGULAR MEETING OF JUNE 18, 2012
IN CITY COUNCIL

## \#8861

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

AN ORDER APPROPRIATING FROM FREE CASH TO STABILIZATION.
ORDERED: That there be and is hereby appropriated the sum of Fifty Five Thousand Dollars and No Cents ( $\$ 55,000.00$ ) from Free Cash to Stabilization.

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

## \#8862

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

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

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

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

## \#8863

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

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

## CITY OF GARDNER REGULAR MEETING OF JUNE 18, 2012

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

ORDERED: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Council as of the date hereof, including this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require.
Presented to the Mayor for Approval - June 19, 2012
Approved June 19, 2012
MARK P. HAWKE, Mayor

## \#8864

## ORDINANCES

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

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

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

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

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

## \#8865

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

## \#8866

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

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February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Authorization for a Five (5) Year Contract - School Food Services

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AUTHORIZING FIVE-YEAR CONTRACT PERIOD SCHOOL FOOD SERVICES

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

# CITY OF GARDNER <br> PURCHASING DEPARTMENT 

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


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

TO: Gardner City Council
Mayor Michael J. Nicholson
FROM: Joshua Cormier, Purchasing Agent
DATE: February 21, 2023
SUBJECT: Request for 5-year contracts
According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

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

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

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

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

February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Authorization for a Five (5) Year Contract - School Custodial Services

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AUTHORIZING FIVE-YEAR CONTRACT PERIOD SCHOOL CUSTODIAL SERVICES

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

## CITY OF GARDNER PURCHASING DEPARTMENT



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

TO: Gardner City Council
Mayor Michael J. Nicholson
FROM: Joshua Cormier, Purchasing Agent
DATE: February 21, 2023
SUBJECT: Request for 5-year contracts
According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

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

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

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

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


February 21, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Authorization for a Five (5) Year Contract - Golf Cart Rentals

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AUTHORIZING FIVE-YEAR CONTRACT PERIOD GOLF CART RENTAL

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

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

CITY OF GARDNER PURCHASING DEPARTMENT

TO: Gardner City Council Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent
DATE: February 21, 2023
SUBJECT: Request for 5-year contracts
According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

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

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

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

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

## City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440


RE: Notification of City Involvement in Lawsuit Settlement - Allegran
Dear Madam President and Councilors,
As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

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

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

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

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

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

## EXHIBIT K

## Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?
$[x]$ Yes $\quad[$ ] No

| Governmental Entity: Gardner city | State: MA |
| :--- | :--- |
| Authorized Signatory: Mayor Michae1 J. Nicho1son |  |
| Address 1: Gardner City Ha11 |  |
| Address 2: 95 Pleasant St | 01440 |
| City, State, Zip: Gardner |  |
| Phone: 978-630-1490 |  |
| Email: mayor@gardner-ma.gov |  |

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

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to $\S 1542$ of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.
12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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

|  | Docusigned by: |
| :--- | :--- |
| Signature: | Michael Meledson |
| Name: | Michae1 J. Nicholson |
| Title: | Mayor |
| Date: | $\underline{2 / 13 / 2023}$ |
|  |  |


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| 86＇285 9 9 | \＄ | 00＇69を＇乙 | \＄ | \％6をtozLEt8000 | H2s！odentew |
| £て＇886＇ட9 | \＄ | 09＇2TL＇6 | \＄ | \％Lて60SI6StE＇0 | әədusew |
| 20•806‘96 | \＄ | 00＇tヶ8＇と | \＄ | \％6¢ZTscoe6t＇0 | plo！jus．aew |
| 88＊860＇ح | \＄ | カ8．66て＇0I | \＄ | \％9とLS6Z8998＇0 | 4830ıoquew |
| で「6IL｀¢ | \＄ | Z6．656＇工 | \＄ | \％0Z9sz08690＇0 | uousew |
| てでヤTら「89 | \＄ | SL＇L8L＇6 | \＄ | \％ZL9ZT6S8ャを＇0 | peryวıдлеw |
| 0ヤ＇6L6＇とを | \＄ | 16．6とโ＇61 | \＄ | \％て00t699589＇0 | platsuew |
| Sc＇ZS6＇ع | \＄ | s9．t9s | \＄ | \％t9900tLozo 0 |  |
| LE＇S8S＇t6 | \＄ | て9＇६80＇¢ | \＄ | \％OカIてもL6S9が0 | uәplew |
| Lて＇LS8＇St | \＄ | ع0＇Lss＇9 | \＄ | \％690tSLEとをて＇0 | plp！${ }^{\text {ani }} 7$ |
| 66＇と¢8＇でを | \＄ | عャ＇と69＇tャ | \＄ | \％$\dagger$ SIS6SLI6S ${ }^{\text {¢ }}$ | uu17 |
| 88．999＇$\llcorner\varepsilon$ | \＄ | 86．08£＇S | \＄ | \％0SSOtt9t6I＇0 | 8．nquaun7 |
| 8¢＇208＇6S | \＄ | Oて＇とャS＇8 | \＄ | \％809s99ztor．0 | Moppn |
| 9＜＇นโย＇น0乙 | \＄ | 28．8sL＇82 | \＄ | \％06くもくもでで0 $\tau$ | ॥әм07 |
| 69＇808＇8S | \＄ | カで「0ヵ「8 | \＄ | \％toz80I266で0 | мореәш\％ио才 |
| 66＇ITS＇02 | \＄ | โて＇0と6＇て | \＄ |  | प07릮ํ |
| 85＇2T9＇ıて | \＄ | Ls＇ 180 ＇$\varepsilon$ | \＄ | \％S826โ9660t｀0 | u｜0כu！ |
| £โ＇ISI | \＄ | 6s． 12 | \＄ | \％902689L000＇0 | иәр＾วт |
| 60．090＾00才 | \＄ | $0 \varepsilon \times \downarrow 6 \chi^{\prime} \downarrow \tau$ | \＄ | \％0tゅtて6060s 0 | и078u！xว |
| 6で0LL＇L | \＄ | カ0．011＇L | \＄ | \％Lててでを¢6と0＊0 | मәдəлә |
| 8t＇L09＇tS9＇6L | \＄ | IZ＇008＇L08＇Z | \＄ |  |  |
| squamied lezol |  | $\begin{array}{r} \text { (દZOZ } \\ \hline \text { su! } 1 \text { eqs) słua! } \\ \hline \end{array}$ |  |  |  |


| ャでโ99＇て \＄ | 8I．08を \＄ | \％ZLE00ヤSET0＊0 | AnqMan |
| :---: | :---: | :---: | :---: |
| 80． $2 \downarrow$ ¢ | عL＇89 \＄ | \％0099Lももて00＊0 | majes M |
| 切 $\angle$ ¢9 \＄ | 6才＇Z6 \＄ | \％SS60t6てE00＇0 | पร̇nosoq｜aew Man |
| S6．t92 \＄ | S8＇LE \＄ | \％9S008tEL00＊0 | әәдu！edg M ${ }^{\text {M }}$ |
| でプ06I＇も9ヤ \＄ | て6・てIE＇99 \＄ | \％L89T6ELT9を＇て | pıofpeg M |
| 29＇25 \＄ | ZS＇L \＄ | \％69TLL92000＊0 | pJofys ${ }^{\text {M }}$ M |
| L6． $28 \mathrm{~S}^{\prime} 96$ \＄ | LL＇L6L＇ 1 I \＄ | \％TLLE90tT6ガ0 | meypzan |
| OでZSて＇L9 \＄ | 9t＇ 009 ＇6 \＄ | \％68ちて0くLてもを＇0 | Yכ！ |
| ヤL｀S99＇して \＄ | IT＇S60＇${ }^{\text {c }}$ ，\＄ | \％カ6โもてとてOTI＇0 | 7．3כnłuen |
| ST＇L86＇9 \＄ | 9โ．866 \＄ | \％6STL67SSE0＊0 | tueyen |
| てع＇†¢ \＄ | 06＇t \＄ | \％8ャ09ヶLI000＊0 | ＋W |
| 69＊St \＄ | عऽ＇9 \＄ | \％00tヤてをとて000＊0 | Nuəmo8iuow |
| 6I．828 \＄ | Lع＇8LI \＄ | \％LTOLELてヤO0＇0 | วapuow |
| 09 ${ }^{\circ}$ LZL＇S ${ }^{\text {S }}$ | とで8L8 \＄ | \％I6SてItT6200 | anseruow |
| 08＇ $288^{\prime} \downarrow$ ¢ \＄ |  | \％9008Sて992T＊0 | uosuow |
| SI＇02 \＄ | $88^{\circ}$ て \＄ | \％てをとSZOT000＊0 | aojuow |
| 0ع＇E6T＇69 \＄ | 9＜＇t88＇6 \＄ | \％690を9707SE＇0 | UOPI！ W |
| カでしてて＇し \＄ | SガもくL \＄ | \％60Z0EL2900＇0 | วH！＾！！！ |
| 29＊0S9＇6I \＄ | とでし08＇乙 \＄ | \％8SZL6L6660＇0 | S！！！W |
| عでโも8＇St \＄ | SL｀8tS＇9 \＄ | \％てTLOtعZとદで0 | Kunqı！！ |
| 9ヤ＇6を9＇カOT \＄ | $6 \dagger^{\circ} 8 \pm 6^{\prime} \downarrow \tau$ | \％0Z99T6をZES0 | profl！w |
| IT｀SZO＇8T \＄ | ZOSLS＇Z \＄ | \％IItE60LI60 0 | uotalpp！W |
| Z6．E9 \＄ | عI＇6 \＄ | \％L8\＆ZSてE0000 | PIə！fə！pp！w |
| 08．60ع＇LL \＄ | 9でヤセ0＇tı \＄ | \％ャS96โャEと6ど0 | 483nosoqəpp！w |
| ZO＇STS＇0ヵT \＄ | $\angle S^{\prime} E L O$ OZ | \％0とZLLて6ヶTL゙O | uวnч7วw |
| $90^{\circ}$ Z $26^{\prime} \tau$ \＄ | てく「182 \＄ | \％L009をE00T00 | כem！ג̇\％ |
| 8＊＊ $209^{\prime}$ ¢S9 $^{\prime} 6 \mathrm{~L}$ \＄ | LZ゚008＇L08＇乙 \＄ |  | ұuəußed Kq＇spun」 ұuәuәұeq＊ <br>  |
| squamked IełOL |  |  |  |



| 6I．8て9＇t | \＄ | LI＇T99 | \＄ | \％9ヵて9LもSとて0＊0 | meपİd |
| :---: | :---: | :---: | :---: | :---: | :---: |
| TS＇カ8L＇0カT | \＄ | LO＇ZII＇0Z | \＄ | \％Lて982629Tく゚0 | 人poqead |
| Sでて9て＇て | \＄ | 8L＇દてを | \＄ | \％0LちOOTSITO＊O | uolxed |
| 66＇ท ＇8＇LE $^{\prime}$ | \＄ | LS＇ESS＇t | \＄ | \％6SZLSLIZ9T＊0 | damed |
| S9＊ $216^{\prime}$ St | \＄ | 99＊6SS＇9 | \＄ | \％6T06てZ9をとで0 | profxo |
| 0て＇と69 | \＄ | ع0：66 | \＄ | \％6T0692SE00＊0 | S！ 10 |
| L0＇8LE＇8T | \＄ | カナ・Sて9＇て | \＄ | \％โt9TS0SE600 | sueaja |
| 七L＇8S0＇Lて | \＄ | عऽ＇S98＇ع | \＄ | \％9T8ZTL9LET＇0 | әsueno |
| โع＇9TS | \＄ | 9L＇EL | \＄ | \％0とZ6979200＊0 | mey＞eo |
| 69＇9II＇SI | \＄ | ES＇6SI＇乙 | \＄ | \％L889LT69L00 | synjg yeo |
| S0＇ $190{ }^{\prime} \angle 9$ | \＄ | โ0＇18S＇6 | \＄ | \％とItて8てZItを＇0 | poomion |
| 26．SてI＇七S | \＄ | Lでて\＆L＇L | \＄ | \％LL8ヤS8ESLでO | ｜IOMJON |
| 七ع＇00L｀68 | \＄ | とビャโ8＇てT | \＄ | \％990tE8E9Stロ0 | UOłON |
| 9 $\varepsilon^{\prime} \angle 00^{\prime} \varepsilon$ | \＄ | 29＊6ても | \＄ | \％力tSOLOEST0＾0 |  |
| 80＇88t＇s | \＄ | L8．926＇L | \＄ | \％SEL6STEZ8て＇0 | 28p！دqчมกN |
| S0＇9โ9＇$\downarrow$ | \＄ | 62＇208＇9 | \＄ | \％Sでโち9ててもで0 | 48nosoquıion |
| 68＇Sちて＇90T | \＄ | $86^{\circ} \angle L I^{\prime}$ ST | \＄ | \％89S679SOtS ${ }^{\circ} 0$ | uozdmeyд＿о |
| 6L＇60L＇حを | \＄ | E8＊ $219^{\prime} \downarrow$ | \＄ | \％0て80とても991＊0 | 8u！peay ч7on |
|  | \＄ | 88＇โ96＇โ | \＄ | \％力て6SてL86900 |  |
| L0．66I＇SてT | \＄ | LS＇S88＇$\angle 1$ | \＄ | \％8206S66989＊0 |  |
| L6＇でと ${ }^{\prime} 88$ | \＄ | で＊0て9＇てL | \＄ | \％LSOELLt6カt゙O | ләлори甘 पนо⿱ |
| 七で68\＆＇L9 | \＄ | ع0＊ $279^{\prime} 6$ | \＄ | \％99TSL98てもを＇0 | smep $\downarrow$ ч\％ол |
|  | \＄ | $\varepsilon \varepsilon^{\prime} \mathcal{L O S}^{\prime}$ 乙 | \＄ | \％とても88626800 | Kıunos y｜ofron |
| 68．S90＇โI | \＄ | 七8．085＇亡 | \＄ | \％S6LLIOE9S00 | Y／OHON |
| ع9＇Z6て＇86I | \＄ | てS＇Lてع＇8て | \＄ | \％T8tS988800T | UOłMON |
| \＆と＇LII＇$\angle$ S | \＄ | 9L’8SI＇8 | \＄ | \％SEt8ヤLS06で0 | HodKinqMan |
|  | \＄ | LZ＇008＇L08＇乙 | \＄ |  | ұuәuked Rq＇spun」 $\ddagger$ uәwəұеqv <br>  |
| słuruked IełO1 |  |  |  |  |  |





[^1]

| SZ＇6IE＇9L9 \＄ | 70＊ 2 I9＇96 \＄ | \％0LをもててOTカナ・ | plo！f8u！ıdS |
| :---: | :---: | :---: | :---: |
|  | てヤOLS | \％St6ESIEOZO＊0 | 」əכuəds |
| 七0＊8七て＇¢ \＄ | LO＾t9力 \＄ | \％0T6SSZS9T0＇0 | Yכ！Myłnos |
| ES＇8II＇LS \＄ | 6L＇6SI＇8 \＄ | \％てT8七Tโ906で0 | 28p！uqu7nos |
| 86． 2 LL＇てヤ \＄ | 8て＇EOT＇9 \＄ | \％98t889をLIでO | 48nosoqułnos |
| S6．602＇SI \＄ | S8 $2 \angle I '$ て \＄ | \％ع66L98ELLOO | uotdweytnos |
|  | 8て＇9とて＇6 \＄ | \％Z9680S68てE＇0 | 人әןpeh yinos |
| Z9＇ES8＇80T \＄ | ZS＇OSS＇ST \＄ | \％6SLLZE8ES5＇0 | ว！！n土mos |
| 09＊$\angle 58^{\prime} \angle S$ \＄ | LE＇S97＇8 \＄ | \％ZS9LTLEt6でO | łesıəmos |
| 98．6E0＇L \＄ | 69 ${ }^{\circ} 500^{\prime} \tau$ | \％9TS8LI8SE0＇0 | Anqqsəınบs |
| L6．88I＇LZT \＄ | S8＇69I＇8T \＄ | \％8ELSOZTLヤ9＊0 | Kınqsmə」บS |
| E6．SL6 \＄ | てヤ＊6とし \＄ | \％9ZOtS96t00＊0 | Кәృ！！บS |
| カT＇ZOT＇L \＄ | 6S＇ちL0＇T \＄ | \％9L9LもET9E0＇0 | uıOqJays |
| 6L＇E98＇乙 \＄ | IT＇60力 \＄ | \％もE090LStT00 | əuınq｜əบS |
| Z9＊80¢＇ป \＄ | S6．98L \＄ | \％とt908S99000 | Pİ！H2पS |
| 88＇ 590 ＇29 \＄ | 8t＇998＇8 \＄ | \％982ち08LSTEO | uodeys |
| 89＇ャSE＇S9 \＄ | $8 \varepsilon^{\prime} 9 \varepsilon \varepsilon^{\prime} 6$ \＄ | \％عI06SISZEE＊O | уиоуәәs |
| 9と＇0Iナ＇LL \＄ | 29＊850＇โ1 \＄ | \％LLE9ES8を6を＇0 | วұentios |
| Lで6て0＇て \＄ | 06．682 \＄ | \％S099tてEOTO＊O | 人ones |
| 6S＇S9t＇S9 \＄ | عて＇2s£＇6 \＄ | \％S92て080をとદ＇0 | sn3nes |
| IT＇06I＇L6 \＄ | $0 \chi^{\prime} \downarrow 88^{\prime} \varepsilon \tau$ | \％ST8E06カカ6ガ0 | पכ！Mpues |
| とで 20$\rangle$ \＄ | 8โ．8S \＄ | \％てもT6TLOZOOO | plo！f！${ }^{\text {a }}$（ |
| ZS＇SLZ＇9 \＄ | OS＇968 \＄ | \％SIZ06Z6IEO＊O | K．nqs！${ }^{\text {es }}$ |
| ع9＊0ع6＇ててI \＄ | ZS＇L9S＇LI \＄ | \％LETLもStSZ9＊0 | แәऐes |
| てでとOt＇て \＄ | てع＇$\downarrow$ ¢ | \％Z9SてLてZてT0＊0 | puejpny |
| IL＇てヤて \＄ | L9＇も¢ \＄ | \％8668ヤとZI00＊0 |  <br>  |
|  | LZ＇008 ${ }^{\prime} 08^{\prime}$ Z \＄ |  |  |
| squamked IEPOL | $\text { ( } \varepsilon \text { ZOZ K\|n「 ~ }$ <br> su！детя）sұuәuked ןenuu＊$\angle$ |  |  |


| tL＇6LL＇29 \＄ | عS＇896＇8 \＄ | \％0と66ヵT七6โど0 | әјodjeM |
| :---: | :---: | :---: | :---: |
| IT＇L06＇て \＄ | 切ヤ切 \＄ | \％06をち09LヤT0＊0 | sәjeM |
| とが06S＇tヶ \＄ | 67＊Lt6＇s \＄ | \％L9LS909ITで0 | р｜ә！јәхем |
|  | $6 て \cdot \varepsilon \varepsilon \varepsilon^{\prime} 9$ \＄ | \％9TL909SSてで0 | ә8p！ıqхก |
| 9t＊${ }^{\text {ctit }}$ ，\＄ | 67＇26S \＄ | \％てももくLOLIZO＊O | uotdn |
| S9＇LSZ \＄ | S6．SE \＄ | \％6Z88082I00＊0 | meysu！a $^{1}$ |
| Sガ978＇てて \＄ | 8L｀غ9て＇ع \＄ | \％SE696をZ9IT＇0 | 48nosoqs8u＾1 |
| 0ع＇9L8＇นI \＄ | โ9＇969＇七 \＄ | \％カ8と0Sても090＊0 | $0 \times n \perp 1$ |
| 9ガもカ8＇L \＄ | $67^{\circ} \mathrm{E92}$ \＄ | \％L08Et88600＇0 | puəsumol |
| 29＊020＇ャI \＄ | S6．200＇て \＄ | \％9ャ90SEETLO0 | ploysdol |
| ヤ6．60I \＄ | LL｀SI \＄ | \％0ESE6SS000＊0 | pue｜｜O1 |
| Sャ＇L80＇$¢$ T \＄ | 8L＇898＇七 \＄ | \％とTL99S59900 | 人unqs！$\perp$ |
| ZS＇LS9＇6t \＄ | ع6．$\varepsilon 60^{\prime} L$ \＄ | \％LLt80S9ZSで0 | Kınqsymə1 |
| LS＇96て＇$\frac{1}{}$ \＄ | 七6．0くt \＄ | \％062SてLL9T0＊0 | uołədmə1 |
| L9＇685＇8SZ \＄ | 8ع＇โ七6＇9を \＄ | \％LLS8699STE「 | uotuneı |
| てて＇ 29 ＇ $29 ~ \$ ~_{\text {¢ }}$ | ع0｀t8L＇8 \＄ | \％L6E0LELZTE＊0 | easuems |
| LS＇LLO＇SS \＄ | てて＇898＇L \＄ | \％68t0LてZ08で0 | Hoosduems |
| てع＇8โ8＇ย์ \＄ | 6T＇LE8＇t \＄ | \％9TちTE90てLT0 | coutns |
| 99＇ZSL＇L \＄ | ZS＇LOI＇ป \＄ | \％LZTSカカカ6E0＊0 | puepropuns |
| 8て＇0عと＇8を \＄ |  | \％力T8E6L0S6T＇0 | Kinqpns |
| L6．98て＇七て \＄ | LS＇69t＇${ }^{\text {c }}$ ，\＄ | \％LSS889SEZT｀0 | 28p！uqun7s |
| LE＇ゅてL＇ป \＄ |  | \％089をELL800＊0 | MOIS |
| 09＇โ0ع＇โ9 \＄ | $\angle E^{\prime} \angle S \angle$＇8 \＄ | \％9てLEも68LIE＊0 | uotyinots |
| 88＇8L8＇てを \＄ | 切889＇t \＄ | \％80608L699 ${ }^{\circ} 0$ | meyzuots |
| てでヤI8＇ป \＄ | LI＇6SZ \＄ | \％8LOSOE26000 |  |
| とで $198{ }^{\prime} \varepsilon$ \＄ | 97＇2SS \＄ | \％0296SL96100 | 8u！natS |
| 8ヤ＇L09＇ャS9＇6T \＄ | $\text { IZ'008' } 108^{\prime} Z$ |  | quəuked Rq＇spun」 quəسəұeqv <br>  |
| stuowked lełol |  |  |  |




| しナ゙ヤIと＇もも | \＄ | ع9＊0ع¢＇9 | \＄ | \％とてE8S9tSてで0 | uotsem |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LS．9St＇t | \＄ | S9＊9E9 | \＄ | \％9をもtヤく9でO＊O |  |
| 29＊8โ6＇ع | \＄ | 08．6SS | \＄ | \％L86ELE66T0＊O | uordmeytsəm |
| 08＇E8L＇LS | \＄ |  | \＄ | \％LI8Z966を6で0 | рıод7sam |
| 9ع＇60¢＇8てT | \＄ | 8t＊8Sを＇8L | \＄ | \％699S8E8ES9＊0 |  |
| 8ع＇9S9＇66 | \＄ | ع9＇9とでゅ亡 | \＄ | \％69278EOLOS 0 | 48nosoq753M |
| で＊6ヶ6＇โ | \＄ | 67＊8Lて | \＄ | \％カ8tE8T6600＊0 | Kınqs！ 1750 M |
| てZ 8SS | \＄ | SL＇6L | \＄ | \％ttSLOt8Z00＊0 |  |
| \＆S＇ES6「06 | \＄ | $9 \varepsilon^{\prime}$ ¢66＇ZI | \＄ | \％とS9ャ6SLZ9ャ＊ | plo！f8u！${ }^{\text {dind }}$ 7SəM |
| 6S＇60L＇L | \＄ |  | \＄ | \％09SL869800＊0 | AınqMən 75 ¢ ${ }^{\text {a }}$ |
| 6ع＇ع9I＇工 | \＄ | 0て＇991 | \＄ | \％998T6T6S00＊0 |  |
| L0＇St8＇8て | \＄ | てく＇OZI＇t | \＄ | \％60686SL9ャT゚0 | ләґемәяр！я 7səM |
| Lでてと0＇ゅて | \＄ |  | \＄ | \％\＆999てLててで「0 | uots｜イog \＄5əM |
| 99＊と0て＇て | \＄ | โ8＇カโを | \＄ | \％6026LIZLIO＊ | шечиәм |
| \＆S＇90Z | \＄ | 05＇62 | \＄ | \％STZ80S0T00＊0 | ॥әриәм |
| LS＇SてI＇\＆ | \＄ | L0＇SL8＇T | \＄ |  |  |
| 08＊ $19 S^{\prime}$ ¢6 | \＄ | 69＊60S＇ 1 | \＄ | \％ZL6E8ヵIT8ガO | Кəృรə｜əМ |
| 9て＇88て＇しも | \＄ | Lt＇SSL＇9 | \＄ | \％tャ9を96S0ャで0 | dełsq3M |
| 60＇90て＇ても | \＄ | カヤ＊6てO＇9 | \＄ | \％9t668をLヤTでO | puejкем |
| く9＇โヵ6＇6ヶ | \＄ | てS＇も¢I＇L | \＄ | \％とTLS960tSで0 | ләтем |
| 80．08 | \＄ | カガしT | \＄ | \％てITヵLOヤO00＊ | uotsu！ |
|  | \＄ | LE＇S8L | \＄ | \％LS0L66S900＊0 | Yग！MJeM |
| 9I＇七てS＇${ }^{\text {c }}$ | \＄ | St ¢OS | \＄ | \％عLعセ0¢6LT0＊0 | uәдем |
| S0＇999＇0L | \＄ | SI＇S60＇0I | \＄ | \％06tカ6をS6SE＇0 | шечәлем |
| 89＊800＇0t | \＄ | ES＇SIL＇S | \＄ | \％6をヤ88S¢E0で0 | әлем |
| 00． 5 T9＇ャ0T | \＄ | 00＇Sヤ6＇tし | \＄ | \％S86TL9てZES＊0 | шеч7ןем |
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[^2]

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St


Gardner, MA 01440
RE: Notification of City Involvement in Opioid Lawsuit Settlement - CVS
Dear Madam President and Councilors,
As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

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

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

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## EXHIBIT K

## Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?
[x] Yes [ ] No

| Governmental Entity: Gardner city | State: MA |
| :--- | :--- |
| Authorized Signatory: Mayor Michae1 J. Nicho1son |  |
| Address 1: Gardner City Ha11 |  |
| Address 2: 95 Pleasant St | 01440 |
| City, State, Zip: Gardner |  |
| Phone: 978-630-1490 |  |
| Email: mayor@gardner-ma.gov |  |

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

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.
11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature:

| Michael Meledson |
| :--- |
| Michael J. Nicholson |
| Mayor |
| 2/13/2023 |


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| L6＇66E＇6S | \＄ | Lで980＇9 \＄ | 9L＇6で＇9 | \＄ | 88＇ $29 L^{\prime} 9$ \＄ | E9＇988＇$\frac{1}{}$ \＄ | 88 $\left.{ }^{\circ} \angle\right\rangle Z^{\prime} \downarrow$ \＄ | \％S9をEカTL9Et＇0 | им0738．029 |
| 6L＇SEt＇veT | \＄ | 29＇7LL＇$¢ 1$ | て0＇ ZSS ＇t $\tau$ | \＄ | 8 8＇LIE＇SI $^{\prime}$ \＄ | IL＇t99＇L \＄ | ع6＇とโ9＇6 \＄ | \％Z6E08S080ع＇0 | saupseg |
| 88＇$\llcorner$ ¢T＇ST | \＄ | 60＇ZSS＇t \＄ | 89＇6E9＇亡 | \＄ | I6＇SZL＇亡 \＄ | t9＇E98 \＄ | $\angle \chi^{\prime}$ ¢80＇t \＄ | \％LE8LILLtE0＇0 | uMㄲ̇ady |
| 00＇ZL9＇96T | \＄ | OS＇TSI＇oz \＄ | 6L＇88て＇ı2 | \＄ | てع＇80カ＇てて \＄ | ヤO＇ELて＇นI \＄ | カ9＇t90＇ャ $\quad$ \＄ | \％t68STL90St＇0 | u！｜xuedy |
| ST「SIZ＇t0¢ | \＄ | 七でE98＇0¢ \＄ | 80＇S09＇2¢ | \＄ | 0L＇6IE＇tを \＄ | $97^{\prime} \varepsilon \angle I ' \angle I \quad \$$ | S8．0ts＇tz \＄ | \％てZOOTEZ069＊0 | wey8u！ |
| 90＊カ6゙でT | \＄ | ES＇ZLS＇tI \＄ | S9｀Sてて＇zT | \＄ | LS＇898＇てL \＄ | $88^{\prime} 6 \varepsilon t^{\prime} 9$ \＄ | 66．9L0＇8 \＄ | \％てtI00t885で0 | 48nosoqxod |
| S6．9St＇L | \＄ | 90＇t9L \＄ | 81＇L08 | \＄ | ع9．678 \＄ | SI＇SZt | Lでદ๕S \＄ | \％980SL80LIO＇0 | ep！1이기 |
| Eع＇60L＇น0E | \＄ | 88＇ 1 ¢6＇0E \＄ | L5＇859＇2E | \＄ | L0＇9LE＇t | \＆9＇Loz＇LI \＄ | 61．9LS＇tz \＄ | \％てTても¢9EL69＇0 | 8．nqบว ${ }^{\text {¢ }}$ |
| 09＇SSt＇682 | \＄ | عと＇859＇62 \＄ |  | \＄ | S8＇6L6＇ZE \＄ | 00＇E0S＇9 ¢ \＄ | 68＇669＇02 \＄ | \％0てをโ七8て\＆99＊0 | प\％nowies |
| カヤ＇もL8＇8L6 | \＄ | EI＇OSI＇b6 \＄ | 0L＇E9力＇66 | \＄ | Lて＇も69＇ャ0I \＄ | t9＇888＇zS \＄ | 89＇LTL＇s9 \＄ | \％900t06SSOL＇z |  |
|  | \＄ | 98．009＇ャレ \＄ | 06＇カで¢＇st | \＄ | SO＇9EZ＇91 \＄ | 9ャワてで＇8 \＄ | 09．06I＇01 \＄ | \％SZ929ES928＊0 | иәлечи！ел |
| 切829＇061 | \＄ | 9て＇Z६S＇61 \＄ | 09＇もE9＇02 | \＄ | EL＇6IL＇LZ \＄ | $87^{\prime} 898^{\prime} 0 \mathrm{~T} \quad$ \＄ | カカ＇Zと9＇$\varepsilon$ ¢ \＄ | \％ヵES8てZ89をt 0 | นอлалЗ |
| S8．St6＇t | \＄ | 9＜＇90S \＄ | 98＇SES | \＄ | ZS＇E9S \＄ | 86＇182 \＄ | 69＇ESE \＄ | \％L8ちをとદとLITO | xass |
| て0＊0ででてZ | \＄ | Lて＇L6て＇乙 \＄ | 98＇9てか＇て | \＄ | 8t＇もSs＇て \＄ | Sて＇8Lて＇T \＄ |  | \％8ZIZSLEISO＇0 | 8u1N3 |
| 七L゙ゅTて＇て | \＄ | と6＇9てZ \＄ | 七＜ 6 ¢ | \＄ | ヤE＇ZSZ \＄ | Lて＇9ZT \＄ | 8ع＇8ST \＄ | \％OヵSOSLOSOO＇0 | 740w－土93 |
| 88＊6とを＇งย | \＄ | I0｀LZ9＇E \＄ | LE＇SZ8＇\＆ | \＄ | 七S＊9てO＇t \＄ | $\angle 8^{\circ} \downarrow \tau 0{ }^{\circ} \mathrm{Z}$ \＄ | Lて＇LZS＇て \＄ | \％てと¢6086080＇0 | uмоде8．${ }^{\text {a }}$ |
| 69＇9とL＇L७て | \＄ | LL＇E8E＇s | 0ع＇918＇92 | \＄ | 0S＇92z＇82 \＄ | 切切で力t \＄ | 比9TL＇LT \＄ | \％STSLS89L9 ${ }^{\circ}$ | U07533 |
| Lع＇8¢ธ＇9 91 | \＄ | 18．0ヶ6＇レI \＄ | しぐゅ七9＇てT | \＄ | $60^{\circ} 8 \angle Z^{\prime} \varepsilon I \quad \$$ | LE＇切9＇9 \＄ | ع0＇七ยદ＇8 \＄ | \％8てZを9ヶ0＜9で0 | uozdureytse3 |
| S8．0ヵع＇力を | \＄ | S9＇8IS＇${ }^{\text {c }}$ ，\＄ | દて＇$\angle 1 L^{\prime}$＇ | \＄ | TL＇ZT6＇E \＄ | L6＇LS6＇$\tau$ | Z8＇SSt＇z \＄ | \％8ZS9T698LO＊O | weytse3 |
| 80＇ELS＇8LT | \＄ | ヤT｀EヤT＇てT \＄ | くガ8て8＇で | \＄ |  | 06．9SL＇9 \＄ |  | \％と0ャETLSTLで0 | мореәш8ио 7 ＋53 |
| とでs8て＇て | \＄ | SI＇もEZ \＄ | $9 \varepsilon^{\prime} \angle \downarrow \tau$ | \＄ | LE＇092 \＄ | 6で0EL \＄ | てヤ＇E9T \＄ | \％6ELS9E2S00＇0 |  |
| S9＇てZL＇001 | \＄ | 6で02を＇01 \＄ | ヤく＇206＇01 | \＄ |  | 6S＇Zvく＇S \＄ | 00＇$\chi^{\circ} Z^{\prime} L$ \＄ | \％Sて8Lt080とで0 |  |
| 6ヶ＊＊08＇E9T | \＄ | LI＇てとL＇9I \＄ |  | \＄ | S0＇909＇8I \＄ | O＊OIE＇6 \＄ | ヤT「8L9＇โI \＄ | \％9SLITOZもLE0 | Anquna |
| 9L＇ST8＇工 | \＄ | S0＇981 \＄ | SS＇96I | \＄ | 88．902 \＄ | ZS＇EOL \＄ | 58．6ZT \＄ |  | əqeisung |
| EL＇L9E＇Z | \＄ | 09＇でて | 0ع＇952 | \＄ | LL＇692 \＄ | 66＇も¢－\＄ | てع＇691 \＄ | \％力tて9SでSO0＇0 | Kıunos sayng |
| LS＇828＇L | \＄ | EI＇Z08 \＄ | 0ヶ＊ 2 ¢8 | \＄ | L6＇t68 \＄ | tع＇9tt | S8．65S \＄ | \％tEL06E6LIO＇0 | Kappna |
| E0＇28て＇68 | \＄ | 90＇8ヤT＇6 \＄ | Sع＇ャ99＇6 | \＄ | $\angle S^{\prime} Z \angle T$＇0T | てع＇060＇s \＄ | ヤ8＇t8\＆＇9 \＄ | \％962L88StOでO | znכena |
| カ9＇カて8＇6て | \＄ | I6＇SSO＇E \＄ | LE＇8てZ＇E | \＄ |  | で000＇L \＄ | S8＇ZとI＇て \＄ | \％力TI8でE890＊0 | ләлоО |
| LL＇90t＇ZL | \＄ | L6．8โ的L \＄ | $89^{\circ} \angle \varepsilon 8^{\prime} \angle$ | \＄ | S8＇6ヶて＇8 \＄ | 6T＇82T＇t \＄ | ヤ0＇8LI＇s \＄ | \％عโ926I6S9T＇0 | sejanog |
| TL＇286＇6 | \＄ | S8＇ZZO＇t \＄ | 85 ${ }^{\circ} 080^{\prime}$ โ | \＄ | 什 $\angle 8 \tau^{\prime}$ ¢ \＄ | SI＇69S \＄ | 06＇ELL \＄ | \％S0LZSL8ZZO＊0 | प0748， |
| 85＇8をと＇ても | \＄ | โT＇8Eと＇t \＄ | S6． $28 \mathrm{~S}^{\prime} \downarrow$ | \＄ | S6＇$\varepsilon$ Z8＇t \＄ | $68^{\prime} \varepsilon \tau \dagger^{\prime} 乙 \quad \$$ | LL＇LZO＇${ }^{\text {a }}$ ，\＄ | \％0EsE8T0L60＇0 | s！uuag |
| で＇ヤ80＇8を | \＄ | Zて＇206＇E \＄ | SガてZI＇t | \＄ | 七で6Eと＇t \＄ | 七¢＇LLI＇乙 \＄ | 七S＇غZL＇ح \＄ | \％SE000LZL80＇0 | ply！jeag |
| E6＇8SL＇6E9＇\＆b | \＄ | 6L＇9Et＇L ${ }^{\prime} \forall^{\prime} \downarrow$ ¢ | 8ع＇Z6L＇$\frac{1}{}$ | \＄ | $25^{\prime} 50 z^{\prime} 2 \angle 6^{\prime}$ t \＄ | 86＇$¢ \angle 0^{\prime} 88 \dagger^{\prime}$ 乙 \＄ | 89 ${ }^{\circ}$ LL8 ${ }^{\prime} 02$ I＇$^{\prime}$ \＄ |  |  |
| syuamAed lezol |  | （zEOz－0EOZ＇OE auns） squamked 0t－8 saead | （6zoz ‘oع aunf）子uauked $/$ sean |  | （8ZOZ－sZOZ＇0\＆aunr） szuewhed 9－E sacod | （bZOZ ’OE aunf） <br>  | （عLOZ ’og aunf） zuauked T dead |  | quəuked Kq＇spuns <br>  |


| عโ＇ZLO＇t¢9 | \＄ | Lて＇と66＇s9 \＄ | 69＇LIL＇69 | \＄ | 86＇E8E＇EL | 80＇IZL＇9E |  | \％ET6LE885 ${ }^{\text {ct }}$＇ | әЈиวлме 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| IL＇EOI＇SZ | \＄ | 6I＇zLS＇z \＄ | SE＇LIL＇乙 | \＄ | Sて＇098＇z \＄ | 9て＇LEt＇L | SZ＇S6L＇土 \＄ | \％SOS8ヵZSLSO＇0 | 48nojoqsaue 7 |
| 78＇060＇s | \＄ | Z9＇LZS \＄ | 90＇rss | \＄ | t0＇08s | sz＇062 | 90＇t9E \＄ | \％Z009s99tio＇0 | Jorsejue7 |
| 8T＇S28＇8 | \＄ | Sでも06 \＄ | 82＇SS6 | \＄ | 25＇500＇$\tau$ | 9T＇E0S | てT＇TE9 \＄ | \％8S08てZZOZ0＊0 | วก！＾ахеา |
| Sع＇6SL＇6S | \＄ | 60＇£てT＇9 \＄ | 99＇897＇9 | \＄ | ع8＇808＇9 ${ }^{\text {c }}$ ， | IT＇LOt＇$\frac{\text { \％}}{}$ | $85^{\circ} \mathrm{L}$ LZ＇t ${ }^{\prime}$ | \％とLヤ8LE698t＇0 | प0758u！ |
| I8＇tSL＇06 | \＄ | 96．862＇6 \＄ | LL＇Ez8＇6 | \＄ | $8 \varepsilon^{\prime} 0 \downarrow \varepsilon^{\prime} 0 \mathrm{~L}$ | 6でヤくI＇s | 9「＇06t＇9 \＄ | \％OS8SE96LOZ＇0 | पכ\MSd｜ |
| عโ＇6SI＇ธ | \＄ | LL＇8IT \＄ | Lt＇SてI | \＄ | LO＇ZEI \＄ | 60.99 \＄ | 68＇28 \＄ | \％S8てI9S9200＊0 | uoz8u！ |
| 6L＇80E＇s8 | \＄ | S6．0ヤL＇8 \＄ | $9 て ゙ \downarrow$ で6 | \＄ | L8．6TL＇6 | 6L＇E98＇t | 0LO0199 \＄ |  | 1 n H |
| カ0＇0ヤO＇L8 | \＄ | 七E＇816＇8 \＄ | 99＇นてヤ＇6 | \＄ | عI＇LI6＇6 ${ }^{\text {c }}$ | 6t＇z96＇t \＄ | LS＇ヵてて＇9 \＄ | \％SちをZTSち66T＂0 | uospnh |
| $98^{\prime} \nleftarrow \varepsilon^{\prime} \varepsilon$ | \＄ | てL＇てヤE \＄ | LO＇Z9E | \＄ | IT＇T8E \＄ | 0L＇06L \＄ | OZ＇6EZ \＄ |  | uorsp．eqqan |
| SZ＇08t＇88 | \＄ | 06＇590＇6 \＄ | 9S＇LLS＇6 | \＄ | で＇L80＾OL \＄ | I9＇tto＇s \＄ | OS＇LZE＇9 \＄ | \％LESカTSLZOZ＇0 | uozu！ydoh |
| OT＇ $888^{\prime} 6 \mathrm{~S}$ | \＄ | 8T＇98t＇9 \＄ | 6t＇28t＇9 | \＄ | 6と＇とて8＇9 \＄ |  | てL＇z8て＇t \＄ | \％SZ8S0EZLET＇0 | әрераdон |
|  | \＄ |  | S8＇E¢9＇s $\dagger$ | \＄ | L9＇ヶSO＇8t \＄ | $6 \varepsilon^{\prime} 9 \downarrow 0^{\prime} \downarrow$ ¢ | 79＇โ9I＇0¢ \＄ | \％ZSS6S9t996 0 | 2） 0 ClOH |
| $00{ }^{\circ} \downarrow \angle 6^{\prime} \mathrm{Z}$ L | \＄ | 60 LLヤ＇L | 80＇668＇L | \＄ | $8 \dagger^{\prime} \downarrow \tau \varepsilon^{\prime} 8$ \＄ | ES＇09T＇t \＄ | 09＇8IZ＇S \＄ | \％LZ906IZL9T＊ | UOTS！｜IOH |
| S0＇88E＇01 | \＄ | 88＇ヶ90＇L \＄ |  | \＄ | 65＇ع8I＇土 \＄ | 9て＇265 \＄ | 88＇でし | \％S880t08を2000 | pue\｜） |
| 66．000＇SI | \＄ |  | 8L＇$غ$ Z9＇โ | \＄ | 81＇60L＇ 1 | Lて＇SS8 | LL＇ZLO＇し \＄ | \％6L8StLEtEO＇0 | цәрıОН |
| S9＇67E＇£ | \＄ |  | 78＇ヤLL＇s | \＄ | ES＇8LO＇9 \＄ | L9＇ItO＇$\frac{1}{}$ \＄ | OZ＇SI8＇$¢$ \＄ | \％6LOTOSZZてT0 | YOOAq｜OH |
| E¢ ST9＇โ | \＄ | T5＇591 \＄ | s8＇t | \＄ | S0＇t81 \＄ | OT＇Z6 \＄ | ZS＇SIT \＄ | \％L90SIOLE00＇0 | эерpsu！H |
| 8E＇ちてL＇OLて | \＄ | 七E＇น6S＇นて \＄ | 68＇608＇z2 | \＄ | 杓600＇七て \＄ | でもたがで \＄ | LS＇690＇SI \＄ | \％9z9bてL8z8t＇0 | wey8u！ |
| LS゙わった | \＄ | てL＇zs \＄ | 69＇5s | \＄ | 29＇8S \＄ | عと＇6て | 6L．98 \＄ | \％LI006LIT000 | чгеәН |
| SガくIT | \＄ | EO＇ZI \＄ | LL＇てL | \＄ |  | 0＜＇9 \＄ | $00^{\circ} 8$ \＄ | \％LOET692000＇0 | кајмен |
| S8＇SSE＇SSE | \＄ | ع9＇0ヶt＇9¢ \＄ | 55．59t＇8を | \＄ |  | عて＇092＇02 \＄ | 29＇でヤ＇sて \＄ | \％S98LE6でT80 | ІІЧЈален |
| てE＇6LE＇LZ | \＄ | SE＇S08＇乙 \＄ | 89＇E96＇乙 | \＄ | ES＇6IT＇$\varepsilon$ ，\＄ | 00＇t9s＇t \＄ | 86＇$\angle 56^{\prime}$ ¢ \＄ | \％S68を6とLZ90＇0 | рә！ден |
| 9L＇L66＇七てT | \＄ | 85＇L08＇ZI \＄ | Ot＇0とs＇$\varepsilon \tau$ | \＄ | と6＇tゅて＇力 | I9．9てT＇L \＄ | 66＇866＇8 \＄ | \％ちOT60をち98で0 | ¢？Mien |
| カE＇LE8＇tL | \＄ | E9＇09ع＇L | to＇9LL＇L | \＄ | L6＇t8T＇8 \＄ | $\varepsilon L^{\prime} 960$＇t | てع＇$\llcorner$ ¢T＇s \＄ | \％8SEカtr9t9T＇0 | релелен |
| 6L＇8Z0＇乙 | \＄ | 88＇ LOZ \＄ | 19，612 | \＄ | 9T＇LEZ \＄ | L9＇SIL \＄ | 60＇S机 \＄ | \％9LS68t9t00＇0 | ग！мрлен |
| LE＊09ع＇$¢$ I | \＄ | カ6＇89と＇亡 \＄ | Oて＇9tt＇L | \＄ | ¢て＇てZS＇し \＄ | EL＇L9L \＄ | 如SS6 | \％とโちTST90と0＇0 | cosuen |
| S6＇St0＇0EL | \＄ |  | t8＇9LO＇ti | \＄ | IT゙くI8＇tて \＄ | とがカ切L \＄ | 00．008＇6 \＄ | \％L26L866L6て＇0 | danoue\％ |
| โ8＇七6ヶ＇ ¢ | \＄ | 60＇8SE \＄ | 0ع＇8LE | \＄ | 6T＇86E \＄ | SZ＇661 \＄ | ع6．6ヶて | \％SOZE800800＇0 | ＞＞oэueH |
| $87^{\prime} Z \angle L ' \varepsilon$ | \＄ | ZS＇98E \＄ | عと＇80t | \＄ | 08＇6で | LOSIL \＄ | LL．692 \＄ | \％9ヶヶT切9800\％0 | uәрdue\％ |
| 29＇โ6ヵ＇9 | \＄ | ST＇S99 \＄ | 69＇z0L | \＄ | 79\％6とL \＄ | ITOLE \＄ | カでも9カ \＄ | \％力T8ちS 28 DTO 0 | uoti！uer |
|  | \＄ |  | $58^{\prime} \downarrow \tau S^{\prime} \varepsilon$ | \＄ | 69＇669＇$\frac{1}{}$ \＄ | โع＇TS8＇t \＄ | で＇でと＇て \＄ | \％ $26 t+20 t+\angle 0^{\circ} 0$ |  |
| ZS＇6をて＇Sb | \＄ |  | 96．968＇t | \＄ | 8t＇ทST＇S \＄ | 8て＇6LS＇2 \＄ | てZ＇ડとて＇є \＄ | \％Ltt8S99E0T＇0 | 人әрен |
| 99＇08L＇t | \＄ | t8．68t \＄ | $80^{\circ}$ LLS | \＄ | 0L＇tos | $99^{\prime} \mathrm{ZLZ}$ \＄ | 88＇Tヤを | \％6828ヶ560T0 0 | риегалол |
| LZ＇sZ6＇t | \＄ | S9＇tos \＄ | $\dagger \tau$＇$\varepsilon$ ¢ | \＄ | LT＇L9S \＄ | 18．082 \＄ | Zて＇ZSE \＄ | \％L06I982TI0＊0 | पо\％019 |
| 10＇6LE＇L6I | \＄ | ャ6．とてて＇0て \＄ | てع＇ऽ9ع＇น乙 | \＄ | L8＇88t＇zて \＄ |  | OZ＇SII＇tr \＄ | \％t80くI6ZZSto | ppayuzars |
| 8E．8โナ＇01 | \＄ | $67^{\circ} \angle 90^{\prime} \tau$ | 七＜＇LてI＇ธ | \＄ | ヤ0＇L8T＇ 5 \＄ | 66．と6S | SO＇StL \＄ | \％ちS6SEL8EZO＊O | иод8u！neg zeas |
| L5＇086＇8 | \＄ | LIO26 \＄ | 01＇ZL6 | \＄ | てて＇とて0＇ป \＄ | 20＇ZIS \＄ | とでで9 | \％6TL88LSOZOO | 习1！ィuел |
| E6＇8SL＇6E9＇${ }^{\prime}$ ¢ | \＄ | 6L＇9Et＇LLt＇t \＄ | 88＇26L＇$\frac{1}{}$ | \＄ | 2S＇SOZ＇ZL6＇t \＄ | $86^{\prime} \varepsilon L 0^{\prime} 88 \dagger^{\prime}$ Z \＄ | 89＇LI8 ${ }^{\prime} 0$ IT ${ }^{\prime}$ E \＄ |  |  |
| szuamied lezol |  | （ZとOz－0عOz＇OE כunf） sұuauked 0T－8 sJean | （6zoz＇oع aunf） <br>  |  | （8zoz－szoz ‘oع aunt） sұuauked 9－६ sıead | （bZOZ＇O\＆כunf） <br>  | （etoz＇oc aunf） zuəuhked T deen |  | quauked Kq＇spun」 <br>  |


| โ6＇0¢9＇\＆๐ | \＄ | عS＇0＜t＇t ${ }^{\text {c }}$ |  | と8＇でL＇t | \＄ | OでTく6＇t | LS＇L8t＇乙 \＄ |  |  | \％8SZL6L6660＇0 | S！！！W |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6L＇Z8L＇t0T | \＄ | L6．8てt＇0ı \＄ |  | 67＊ 210 ＇tI | \＄ | $88^{\prime} 965^{\prime} \tau \tau$ | to＇ $08^{\prime} \mathrm{S}$ \＄ |  | I8＊8LでL \＄ | \％てTLO†をてとをて＇0 | A．nqu｜！ |
| カヤ゙も¢と＇てとて | \＄ | 9S＇S08＇とZ \＄ |  | 80＇6trisz | \＄ | โ9＇โ $\angle$ カ＇92 | 0ع＇9tて＇と |  | L6＇カT9＇9T \＄ | \％0Z99T6をてを5＇0 | PJotl！w |
| tく＇LZO＇Ot | \＄ | EL＇OOT＇t ${ }^{\text {d }}$ |  | $9 \chi^{\prime}$＇z $\varepsilon^{\prime}$＇t | \＄ | 86．6ss＇t | 08＇182＇乙 \＄ |  | $80^{\prime} 298^{\prime}$ 乙 \＄ | \％ITもE60＜I60＇0 |  |
| と6＇IちT | \＄ | 七S＇ヤI \＄ |  | 9 C ＇si | \＄ | LT＇9 | 60＇8 \＄ |  | ST゙OT \＄ | \％L8EZSZE000＇0 | р｜ว！̧əpp！${ }^{\text {a }}$ |
| 6t＇$¢ 59^{\prime}$ T＜L | \＄ | 七0．88s＇LI |  | 99．08S ${ }^{\prime}$ 8 | \＄ | LL＇LSS＇6I | \＄9．98L＇6 \＄ |  | 67｀SLて＇zT \＄ |  | 48noدoqコ1pp！w |
| で「066＇โIE | \＄ | Lて＇ $296{ }^{\prime} \tau$ L |  | で「TLL＇とを | \＄ | $8 \varepsilon^{\prime} \angle t S^{\prime} \mathrm{S} \varepsilon$ | 8L＇L8L＇LI \＄ |  | 0t＇โIE＇で \＄ | \％OEZLIZ6ヤTL゙O | นəпцวәw |
| t9 8 8 L＇t | \＄ | 59．8tt \＄ |  | L6．ELt | \＄ | 68＇86¢ | t9＇6tz \＄ |  | ยા＇દโを \＄ | \％L0098E00t0＇0 | गem！aวw |
| IT＇t9T＇L | \＄ | SL＇EとL \＄ |  | 9 ${ }^{\circ} \mathrm{S}$ LLL | \＄ | 26＇SI8 \＄ | 8て＇80t \＄ |  | しででS \＄ | \％590960t9t0＇0 | uopuaw |
| カでカたで00t | \＄ | 61．892＇0T |  | 0L＇Lヤ8＇01 | \＄ | SL．8Tマ＇し1 | 09＇ELL＇S \＄ |  | ع9＇99r＇L \＄ | \％99ヶS6E962て＇0 | 2sojaw |
| L0＇E69＇t8 | \＄ | 98＇LL9＇8 \＄ |  | 19＇L9T＇6 | \＄ | ZL＇6t9＇6 \＄ | 89＇878＇t \＄ |  | L9＇9S0＇9 \＄ | \％L98โELOヤ6I＇0 | Neмран |
| $88^{\prime} \mathrm{S} \downarrow \varepsilon^{\prime} \varepsilon \angle \tau$ | \＄ | 切＇T9L＇LI \＄ |  | S8＇E9L＇8L | \＄ | 09＇0SL＇6I | عโ＇$¢ 888^{\prime} 6$ \＄ |  | LT＇96E＇てI \＄ | \％85900zZL6E＇0 | pıoppew |
| 七E＇SE6＇06 | \＄ | $9 巾^{\circ} \angle \tau \varepsilon^{\prime} 6$ \＄ |  | โع＇દヤ8＇6 | \＄ | S6．098＇0I \＄ | 85＇t8I＇s \＄ |  | LO＇EOS＇9 \＄ | \％0LLZLLE80て＇0 | ploypaw |
| LL＇โ6て＇tt | \＄ | 七で8Es＇t \＄ |  |  | \＄ | 67950＇S \＄ | SZ＇SZs＇z \＄ |  | 如 $\angle 9 \tau$ ¢ | \％9990t6ttot＇0 | preukew |
| t＜＇618＇9¢ | \＄ | t9＇ZLL＇${ }^{\text {c }}$ |  | 95＇586＇$\varepsilon$ | \＄ | ST＇S6I＇t \＄ | 七で660＇て \＄ |  | OT＇$\varepsilon$ ¢9＇乙 \＄ | \％6とt0ZLEヤ80\％ | Hes！odenew |
| T5＇9S6 ${ }^{\text {O }}$ OS | \＄ | LE＇ $29 \dagger^{\prime} \mathrm{SI}$ |  | โع＇OヤE＇91 | \＄ | I9＇66I＇＜l \＄ | 29．909＇8 \＄ |  | 8E＇S6L＇OT \＄ | \％LZ60SI6StE＇0 | ardusew |
| L0＇89T＇stz | \＄ | S9＇9t0＇zz \＄ |  | 06．06て＇とて | \＄ | IL＇STS＇ヤて \＄ | 85＇ $99 Z^{\prime}$ 2T \＄ |  | S $\varepsilon^{\prime} \angle 8 \varepsilon^{\prime}$ ST \＄ | \％6SZISS0ع6t＇0 | P1apysiew |
| 2s＇E80＇091 | \＄ | SS＇ZOt＇9 |  | 9て＇8てE＇くT | \＄ | Z5＇6Ez＇81 \＄ | 66．9てT＇6 \＄ |  | 80＇8tt＇t | \％98IS6z8998＇0 | 48nosoqusew |
| L9＇29t＇0¢ | \＄ | 8 I＇LZI＇$^{\prime}$ ，\＄ |  | £と＇L6て＇£ | \＄ |  | 七L＇9とL＇ป \＄ |  | 切 $81 \tau^{\prime}$ 亿 \＄ | \％0Z9sz08690＇0 | uousw |
| 6と＇もてI＇ZSL | \＄ | カ0＇L85＇SI \＄ |  | عく＇99才＇91 | \＄ | L9＇ZEE＇LI \＄ | IでとL9＇8 \＄ |  | 06．8L8＇0 T \＄ | \％てL9ZI6S8七を＇0 | eayaqjew |
| 88＇8Lヤ＇L6Z | \＄ | でフ08ナ＇0と |  | 59 ${ }^{\circ} 00$ r＇ze $^{\prime}$ | \＄ |  | カ＊096＇91 \＄ |  | 99＇$\varepsilon \angle Z^{\prime}$ นZ \＄ | \％て00ヶ699T89＊0 | playsuew |
| 86＇SLL＇8 | \＄ | L2＇668 \＄ |  | 96．676 | \＄ | I6．666 \＄ | SE＇00S \＄ |  | 09＇LZ9 \＄ | \％t9900trozoo | as－aч1－18－дว1sayวuew |
| ZO＇OSE＇EOZ | \＄ | t＜＇sc8＇oz |  | S9＇ı10＇zて | \＄ | Oて＇69T＇દて \＄ | 8L＇ $66 \mathrm{~S}^{\prime} \tau \mathrm{LI}$ \＄ |  |  | \％0trでL6S9t＇0 | uaplew |
| 8で818＇10T | \＄ | SS＇ZEt＇0I \＄ |  | 七どしてO＇นI | \＄ | 26．009＇t | 90＇S08＇S \＄ |  | ¢ $\varepsilon^{\prime}$ 18て＇$L$ | \％690tSIEとEて＇0 | playuuk 7 |
| 20＇0ヶ9＇t69 | \＄ | Zs＇tLI＇TL |  | 切 $\tau 6$ ¢＇s $L$ | \＄ | SS＇StT＇6L \＄ | SI＇t09＇6を \＄ |  | L6＇SL9＇6t \＄ | \％力STS6SLI6S＇t | uu17 |
|  | \＄ | 七て＇69s＇8 \＄ |  | L8＇ZSO＇6 | \＄ |  | Sて＇89L＇t \＄ |  | 98＇086＇S \＄ |  | 8．nquaun7 |
| 61＇โ8L＇2¢โ | \＄ | 60＇S09＇ 1 ¢ \＄ |  | Z6＇ZLE＇七T | \＄ | 9L＇8てT＇si \＄ | 8E ${ }^{\circ} 0 \angle S^{\prime} L$ \＄ |  | 09＇S67＇6 \＄ | \％809s99ztoro | Mappn7 |
| \＆「「6L6＇9tヶ | \＄ | 85 $86 L^{\prime}$ St |  | てع＇ $88 \varepsilon^{\prime} 8$ ¢ | \＄ | 69＇LZ6＇0S \＄ | t0 t 7 ¢t＇sz \＄ |  | 06＇ヤ96＇tを \＄ |  | 11 мо7 |
| $88^{\circ} \downarrow \angle S^{\prime} 0 ¢ \tau$ | \＄ | Z0＇6LE＇$\varepsilon$ ，\＄ |  | OI＇も¢โ＇力 | \＄ |  | $65^{\prime}$ 彻 $L$ S |  | 28＇LEと＇6 \＄ | \％LOZ80Iて66で0 | мореаш8ио7 |
|  | \＄ | 88．999＇ヶ \＄ |  | ヤL＇6Z6＇t | \＄ | 86＇88I＇S \＄ | SS．96s＇z \＄ |  | 88＇9¢て＇${ }^{\text {c }}$ \＄ | \％力0TL6SEヤOTO | บотํำ |
| てT＇ $286{ }^{\prime} \angle t$ | \＄ | $88^{\prime} 9 \tau 6$＇t \＄ |  | $\angle \varepsilon^{\prime \prime}+6 \tau^{\prime} \mathrm{s}$ | \＄ | Es＇L9t＇s \＄ | E6＇SEL＇乙 \＄ |  |  | \％5826［9660T＊0 |  |
| 95＇sé | \＄ | $8 \underbrace{\prime} \downarrow \varepsilon$ ¢ |  | てع＇9¢ | \＄ | モて＇8E \＄ | عt＇6L \＄ |  | 00.62 \＄ | \％902689L000＇0 | иәркәт |
| Tぐ99I＇ててZ | \＄ | SL＇E9L＇zて \＄ |  | Lナ＇8t0＇tて | \＄ | てT＇とIE＇SZ \＄ | 09＇999＇21 \＄ |  | S8＇L88＇ST \＄ | \％0ヶtカて60605＇0 | บ078u！xa7 |
| カ9＇2sでくI | \＄ | SL＇L9L＇T \＄ |  | โร＇ $298{ }^{\prime}$ L | \＄ | ZL＇S96＇t \＄ | 79＇E86 \＄ |  | 6L＇દยて＇$\quad$ \＄ | \％LZZZもES6E0＊0 | मәлалат |
| カS＇t98＇tヶ¢ | \＄ | $\angle 9 \cdot \varsigma \varepsilon \varepsilon^{\prime} \mathrm{S} \mathrm{\varepsilon}$ ，\＄ |  | โ6＇6ZE＇LE | \＄ | I0＇E6Z＇6E \＄ | 80＇Z99＇61 \＄ |  | $9 \varepsilon^{\prime} 799{ }^{\prime} \downarrow$ \％ | \％80LOESZ06L＇0 | 12ısu！woat |
| OS＇9とて＇0L | \＄ | 09＇96I＇L \＄ |  | 9L＇209＇L | \＄ | LS＇Z00＇8 \＄ | $9 \nabla^{\prime}+00^{\prime} t$ \＄ |  | E8てZO＇s \＄ | \％ャでโ9ャ609T0 | xou27 |
| 68＇Z90＇ヶ8 | \＄ | 6て＇EL9＇8 \＄ |  | 0t＇660＇6 | \＄ | Z6＇LLS＇6 \＄ | 9L＇26L＇t \＄ |  | 09＇โI0＇9 \＄ | \％08をโ6Z926T＇0 | 1215อכ！${ }^{\text {a }}$ |
| 6S＇68て＇99 | \＄ | 6I＇26L＇9 \＄ |  | $\varepsilon S^{\prime} S \angle \tau^{\prime} L$ | \＄ | L8＇ZSS＇L \＄ |  |  | $85^{\circ} 0 \downarrow L^{\prime} \downarrow$ ， | \％8ヤE8L06IST＊0 | әə1 |
| ع6＇8SL＇6E9＇E¢ | \＄ | 6L＇9Et＇LL＊＇t \＄ |  | $8 \varepsilon^{\prime} 26 L^{\prime} \varepsilon Z L^{\prime}$＇t | \＄ | $25^{\prime} 50 Z^{\prime} 2 L 6^{\prime} t$ \＄ | 86＇$ع 10^{\prime} 88 \dagger^{\prime}$ 乙 \＄ |  | 39＇LI8＇02T＇$¢$ \＄ |  |  |
| stuamked lezol |  | （zeoz－0eoz＇oc วunf） szuamked 0T－8 sabed |  | （6zoz＇0६ aunf） <br>  |  | （szoz－szoz ‘oc aunf） słuauked 9－६ sıeen | （bZOZ＇O\＆aunf） zuauked $z$ دeәス |  | （عtoz＇oを ounf） zuauked T دeə入 |  | quouked $1 q$＇spun」 <br>  |



| Et＇S08＇0¢ | \＄ | 20＇L8T＇t \＄ | 66．9ヶヤ＇t | \＄ | Lて＇6t9＇t \＄ | 8t＇97を＇乙 \＄ | عโ＇8โ6＇乙 \＄ | \％It9tsose60 | sueapo |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| で＊6く0＇09 | \＄ | 88．5ST＇9 \＄ | Lع＇EOS＇9 | \＄ |  |  | L＊＇96て＇も \＄ | \％9t8zt 9 ¢Et 0 | asueso |
| 8ع＇9ヶT＇L | \＄ | 9t＇LIT \＄ | 60＇もてT | \＄ | Z9＇0とI \＄ | $98^{\prime} 59$ \＄ | 86＇t8 \＄ | \％0をZ6929z00＇0 | шецхео |
| $80^{\prime} \not \pm 9 s^{\prime} \varepsilon \varepsilon$ | \＄ | 90＇6Et＇${ }^{\circ}$ ，\＄ | SI＇$¢$ ¢9＇£ | \＄ | てでもて8＇£ | Z9＇$¢ 16{ }^{\prime} \tau \quad \$$ | Lて＇00t＇て | \％L889t169L0＇0 | symig xeo |
| 8T＇โし6＇8けT | \＄ | I8＇LSZ＇SI \＄ | โ6＇8โโ＇9 | \＄ | LS＇996＇9L \＄ | 10．067＇8 \＄ | IT＇6t9＇0T \＄ | \％Eโちて8てZItを＊ | POOMLON |
| 9S＇LLI＇0ZI | \＄ | 69＇モโદ＇てI \＄ | 七9＇800＇$\varepsilon$ โ | \＄ | عL＇ $269^{\prime} \varepsilon \tau \quad$ \＄ | 6L＇LS8＇9 \＄ |  | \％LI8ちS8をSLで0 | IIPMION |
| 29＇t9I＇66I | \＄ | 06＇90t＇02 \＄ | 09＇8ss＇tz | \＄ | てع＇z69＇zて \＄ | 9r＇sse＇น | 68＇てヤて＇カT \＄ | \％990tع8E95t＇0 | UOHON |
| ヤE＊ LL9＇9 $^{\text {a }}$ | \＄ | 8I＇t89 \＄ | 6L＇ZZL | \＄ | 08．09L \＄ | 0＜＇08E \＄ | $25 \angle L O t$ | \％力tSOLOESTO＇0 | Plyy |
| TO＇ZOZ＇EてT | \＄ | 85＇Ez9＇zI \＄ | zo＇9とを＇$¢ 1$ | \＄ |  | とて＇ヤてO＇L \＄ | LS＇018＇8 \＄ | \％SをL6Stをz8で0 |  |
| くt＇EZL＇SOT | \＄ | 69＇2E8＇OL \＄ | SO＇tot＇しL | \＄ | L8＇5ヤ0＇zT \＄ | TL＇LZO＇9 \＄ | 29095＇L \＄ | \％sでIt9でもで0 | 48nosoq4\％10N |
| カでโ06＇s๕て | \＄ | ZO＇LくI＇力て | LT＇s¢s＇sz | \＄ | 00＇8L8＇92 \＄ | 99＇6切 $\varepsilon$ ¢ \＄ | S0＇0L8＇91 \＄ | \％89S6t9S0ts 0 | uotdweypon |
| E9＊929＇zL | \＄ | OS＇Itナ＇L \＄ | $8 \dagger^{\prime}$＇198＇L | \＄ | $00^{\prime} \downarrow \angle Z^{\prime} 8$ \＄ |  | 9L＇ $66 \mathrm{I}^{\prime} \mathrm{S}$ \＄ | \％OZ80とてt999 ${ }^{\text {co }}$ | 8 m ¢peay y\％on |
| とでて6け＇0¢ | \＄ |  |  | \＄ |  | $8 t^{\circ} 8 \varepsilon L^{\prime} \tau \quad \$$ | 09＇087＇2 \＄ | \％力Z6SZL8690＇0 | Plo！fyoosa yxon |
| $87^{\prime} \varepsilon 86^{\prime} \angle L Z$ | \＄ | L8＇ 28 t＇ $82^{\text {c }}$ \＄ | 98．060＇0¢ | \＄ | SL＇ZL9＇te \＄ | ع6＇8t8＇ST \＄ | 87＊6L8＇61 \＄ | \％8Z065669を9＇0 | 48nosoqว |
| I8＇0SI＇961 | \＄ | 60＇860＇02 \＄ | Lと＇てદて＇七て | \＄ | ヤ6＇8ヵ¢＇てて \＄ | عદ＇$¢ 8 \tau^{\prime} \tau \tau$ \＄ | $\angle \varepsilon^{\prime} \angle Z O^{\prime} \downarrow \tau$ | \％ISOELLヤ6tt＇0 | 」әлориヲ पม๐N |
| 95＇929＇6もT | \＄ | OT＇IEE＇SI \＄ | Sع＇96I＇9โ | \＄ | 80＇850＇LI \＄ | 08．0¢5＇8 \＄ | Lて＇00L＇0I \＄ | \％99TSL98てもを0 | swep $\forall$ чมо |
| 08＇696＇8E | \＄ | 76＇Z66＇$¢$ \＄ | 62＇8โて＇t | \＄ | で＇0tr＇t | て8＇Iてて＇て \＄ | S8＇98L＇乙 \＄ | \％とて78862680＇0 |  |
| $96.69 s^{\prime} \downarrow$ \％ | \＄ |  | 85＇659＇乙 | \＄ | 切66L＇乙 \＄ | E8＇00t＇L \＄ | $80^{\circ} \angle S L^{\prime} \tau \quad \$$ | \％S6LLIOE9S0 0 | YOHON |
| 99＇SLZ＇Oカt | \＄ | ZL＇III＇St \＄ | LL＇LS9＇Lt | \＄ | T6＇E9T＇0S \＄ | 78＇tot＇sz \＄ | LS＇S8t＇TE \＄ | \％T8七S988800＇ヶ | LołMan |
| 97＇908＇92T | \＄ | L8＇266＇ZI \＄ | ST＇92L＇EL | \＄ |  | ZL＇6zて＇L \＄ | โع＇890＇6 \＄ | \％SEt8ヤLS06で0 | Hod／unqMan |
| ヤ8＇806＇s | \＄ | Eヤ＇S09 \＄ | 09＇6ع9 | \＄ | ャて＇EL9 \＄ | 68．98を \＄ | 9s＇でも | \％てLع00ヶSET0＇0 | 人ınqMəN |
| ST＇890＇โ | \＄ | St＇60I \＄ | 29＇SII | \＄ | 0L＇LZI \＄ | 06.09 \＄ | 68．9L \＄ | \％0099 ${ }^{\text {tot } 2000}$ | majes Man |
| $\square S^{\circ} \angle \varepsilon \square^{\prime} \tau$ | \＄ | $\left.62^{\circ} \angle\right\rangle \tau$ | I9＇SSI | \＄ | 6L＇E9I \＄ | 96．t8 \＄ | 08＇ZOT \＄ | \％SS60t62800＇0 | 48nosoqusew Man |
| L2＇885 | \＄ | $87^{\circ} 09$ \＄ | 89＇E9 | \＄ | E0：$<9$ \＄ |  | LOでて \＄ | \％9S008ヤEL00＇0 |  |
| 8て＇LS9＇0E0＇โ | \＄ | L9＇EO9＇SOT \＄ | S9＇E9s＇tut | \＄ | E¢＇OEヤ＇LIT \＄ | 28＇t9L＇8S \＄ | $\angle S^{\prime} S 0 L^{\prime} \varepsilon L$ \＄ | \％โ89T6ELT9と＇Z | pıofpag man |
| E8．915 | \＄ | L6＇II \＄ | S9＇ZI | \＄ | Iと＇とI \＄ | 99．9 \＄ | SE＇8 \＄ | \％69TLL92000＇0 | profust Man |
| 9s＇8tt＇ttて | \＄ | E6＇ZL6＇LZ \＄ | て0＇とนて＇とて | \＄ | 七く＇Eとヤ＇七て \＄ | SS＇9てZ＇zT \＄ | $06^{\prime}$ SEE＇SI \＄ | \％LLLE90tT6＊＊O | meपpaən |
| くでてZを＇6けT | \＄ | E6＇66て＇SI \＄ | โち＇E9โ＇9¢ | \＄ | 切ELO＇LI \＄ | S¢ $\mathrm{ctss}^{\prime} 8$ \＄ | L5＇8L9＇0 ${ }^{\text {c }}$ \＄ | \％68ヶてOLIてヤを．0 | Yı |
| 9T＇SOT＇8t | \＄ | L6＇826＇t \＄ | ST＇LOZ＇s | \＄ | 86．08t＇S \＄ | 99＇てもL＇て \＄ | SI＇Ott＇${ }^{\text {c }}$ ，\＄ | \％力6โちてとZOTIT0 | дəyวnıuen |
|  | \＄ | 85＇685＇น \＄ | 62＇6L9＇L | \＄ | 09＇L9L＇$\quad$ \＄ | OS＇t88 | 如60I＇I \＄ | \％6STL6tSSE0＇0 | queyen |
| OZ＇92 | \＄ | I8＇L \＄ | Sて＇8 | \＄ | $89^{\prime 8} 8$ | 七ども $\dagger$ | St＇s | \％8709tくL000＇0 | oz8u！${ }^{\text {chem }}$ 7W |
| カt＇TOT | \＄ | 68．01 \＄ | $86.0 \tau$ | \＄ | 99＇LI \＄ | $8 L \cdot 5$ | SZ＇L | \％00t力てEZ000\％ | Namoszuow |
| S8＇8¢8＇L | \＄ | โヤ＇88T \＄ | S0＇66I | \＄ | TS＇602 \＄ | ヤ8＇t0L \＄ | OS＇IEL \＄ | \％LIOLEIZヤ00＇0 | Najazuow |
| 81＇LTL＇で | \＄ |  | LS＇9LE＇亡 | \＄ | 96．8tt＇$\quad$ \＄ | $90.5 Z L$ \＄ | St＇606 \＄ | \％I6SZItT6zo＇0 | anseluow |
| 6T＇6Sて＇ss | \＄ | 66＇L99＇S \＄ | tS＇ 586 ＇S | \＄ | 01＇96て＇9 \＄ | tS＇OSI＇E \＄ | 9L＇LS6＇$\frac{1}{}$ \＄ | \％9008S2992t＇0 | uosuow |
| SL＇tt | \＄ | $89^{\prime \prime} \downarrow$ \＄ | 78＇t | \＄ | OT＇S \＄ | SS＇z \＄ | OZ＇E \＄ | \％ZとEsz0t000＇0 | 20suow |
| 9T＇ZE9＇\＆st | \＄ | ES＇桄＇ST \＄ | 七6＇6Z9＇9T | \＄ | $\angle \nabla^{\prime} \operatorname{VOS}^{\prime} \angle I \quad \$$ | LI＇6SL＇8 \＄ | てL＇986＇0T \＄ | \％690を9t02se＇0 | uotilw |
| Sع＇ILL＇て | \＄ | 18．LLZ \＄ | $66^{\circ} \mathrm{E} 62$ | \＄ | 26．80E \＄ | 85＇tST \＄ | 06＇E6I \＄ | \％6020EIZ900＇0 |  |
| ع6＇8SL＇6E9＇E¢ | \＄ |  | 8ع＇26L＇$\varepsilon 2 L^{\prime}$ ¢ | \＄ | ZS＇SOZ＇ZL6＇t \＄ | $86^{\prime} \mathrm{ELO} 88 \dagger^{\prime}$ 乙 \＄ |  |  |  |
| squamied lezol |  | （zEOz－0EOZ＇OE Dunf） sұuauked 0T－8 saepa | （6zoz ‘oc aunf） <br>  |  | （8zoz－szoz＇0ع כuns） sұuamんed 9－E saee入 | （bzoz＇oc aunf） ұuamked $Z$ dean | （عLOZ＇og כunf） <br>  |  | quouked Aq $^{\prime}$＇spun」 <br>  |



| โナ＇t6L＇stz \＄ | て8＇01エ＇てて \＄ | 0L＇8Sع＇દZ \＄ | 80＇ $28 \mathrm{~S}^{\prime} \downarrow 乙$ \＄ | 6て＇E0ع＇てT \＄ | カI＇てとt＇SI \＄ | \％ST8を06tt6t＊ | पग！Mpues |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8I＇t06 \＄ | カ9＇Z6 \＄ | L8＇L6 \＄ | 20＇E0L | SS＇TS \＄ | 99 t9 \＄ | \％で七T6TLOZOO＇0 | ploys！pues |
| SL＇$¢ \varepsilon 6{ }^{\prime} \varepsilon \tau$ | 69 $\angle 2 \downarrow^{\prime} \tau \quad$ \＄ | $97^{\prime} 805^{\prime} \tau \quad \$$ | $85^{\circ} \angle 89^{\prime} \tau \quad \$$ | で・的 | St＇966 \＄ | \％SIZ0626IE0＇0 | Aunqs！les |
| ع6＇9ヵ6＇zLZ \＄ | 18＇996＇LZ \＄ | 8I＇Sts＇62 \＄ | 68＇860＇土 | 8L＇T9S＇SI \＄ | 0ع＇615＇6T \＄ | \％LETLtStSE2＊0 | wajes |
| S6＇SEE＇S \＄ | EL＇9ヵS \＄ | 65＇LLS \＄ | 96＇L09 | てでヤ0を \＄ | 6S＇18E \＄ | \％29SZLZてZT0＊0 | puepany |
| L6．88S \＄ | てZ＇Ss \＄ | Eع＇8S \＄ | 0t＇I9 | ELOE \＄ | 七S＇8E \＄ | \％8668tEてL00＊0 | I｜ 3 ssiny |
| S0＇S06 \＄ | عL＇Z6 ${ }^{\text {c }}$ | L6＇L6 \＄ | てT＇EOT \＄ | 09＇LS \＄ | ZL＇t9 \＄ | \％IE06ELOZOO＇0 | प07sje人oy |
| Eャ＇TL8＇S \＄ | 09＇209 \＄ | S¢•ร¢9 \＄ | 86．899 \＄ | SL゙も¢と | $88.6 \tau t$ | \％OSOEtStELO＊O | Аајмоу |
| L8．085＇01 \＄ | 七I＇ヤ80＇し \＄ | $\varepsilon \varepsilon^{\prime} S \dagger \tau^{\prime} \tau \quad \$$ | $95^{\circ} \mathrm{SOZ}$＇亡 \＄ | 9て＇E09 \＄ | L9＇9SL \＄ | \％I6E6SちでてZO＊O | амоу |
| 97＇L98＇LS \＄ |  | OガヤI9＇S \＄ | S9＇606＇s \＄ | LT＇LS6＇z \＄ | LZ＇60L＇$\frac{1}{}$ \＄ | \％9889を588tt 0 | Hodypoy |
| £8＇乙ย0＇દย์ \＄ |  | 9โ＇00t＇tr \＄ | Et＇LSI＇SI \＄ | ZL＇t8S＇L \＄ | 09＇ELS＇6 \＄ | \％8S8LEt8b0ع＇0 | puepyooy |
| 9L＇099＇8Z \＄ | S9＇9E6＇乙 \＄ | 6と＇ZOT＇\＆\＄ | 七S＇S92＇E \＄ | 90を¢9＇ป \＄ | 29＇650＇z \＄ | \％E96LSL9S90＇0 | detsayºy |
| てと＇てをI＇st \＄ | 67＊0ss＇t \＄ | 00＇8¢9＇น \＄ | カI＇七てL＇亡 \＄ | SL＇Z98 \＄ | 91＇280＇โ \＄ | \％S0tSSL9ヵを0＇0 | puowy |
| 9でStI＇LSZ \＄ | 96＇ZEL＇SZ \＄ | $97^{\prime} 58$ I＇ $27 ~ \$ ~_{\text {a }}$ | $\angle 8 * 7 T 9^{\prime} 8 乙 \quad \$$ | 8L＇8LE＇力 ${ }^{\text {c }}$ | 61．096＇LT \＄ | \％8LEt96tS LS $^{\circ}$ | әдалау |
| て8＇L96＇ヤI \＄ |  | tS＇6T9＇し \＄ | TL＇ヤOL＇土 \＄ | E0＇Es8 \＄ | L6＇690＇t \＄ | \％9¢28ヤ8てもを0＊0 | ч7о9очау |
| ET＇ヤてS＇LOT \＄ | 61＇くIO＇นI \＄ | L6＇8E9＇II \＄ | EO＇LSて＇てI \＄ | LE＇OEI＇9 \＄ | $6 \varepsilon^{\prime} 689{ }^{\prime} \mathrm{L}$ \＄ | \％ャてOE06E9ャで0 | 8uppery |
|  | ヤ8＇LOE＇$¢$ \＄ | عS＇t6t＇$\frac{1}{}$ | Oع＇8L9＇E \＄ | โ9＇0ヶ8＇โ \＄ | 69＇80ع＇乙 \＄ | \％T99TLL6ELO＇0 | meyu＾ey |
| 26．6Ts＇EST \＄ | EOOEL＇SI \＄ |  | 89＇26ヤ＇ 1 T \＄ | LL＇ZSL＇8 \＄ | OL＇8L6＇OT \＄ | \％ 0 IT68LISE＇0 | 4dopuey |
| SL＇TOS＇8tt \＄ | 6S＇bS6＇St ${ }^{\text {d }}$ ，\＄ |  | LI＇LOL＇LS \＄ | S8．0Ls＇SZ \＄ | 8L＇ELO＇Z \％\＄ | \％ع6をS9ELLZO＇โ | 人כu！no |
| ヤて＇8S0＇6を \＄ | 00＇Z00＇t \＄ | L8＇LてZ＇力 | OZ＇OSt＇t \＄ | 98＇92て＇乙 \＄ | $8 \tau^{\prime} \varepsilon 6 L^{\prime} 2$ \＄ | \％IIOSTOS680＇0 |  |
| ヤ8＇ZOI＇も \＄ | 6と＇0ても \＄ | II＇彻 | Lt＇L9t \＄ | Z6＇と๕Z \＄ |  | \％866SL0ヤ600＇0 | บоłeכu！${ }_{\text {d }}$ |
|  |  | $t S^{\prime} \varepsilon \angle \dagger^{\prime} \tau \quad \$$ | EO＇TSS＇L \＄ | E1．9LL \＄ | TS＇EL6 \＄ |  | uordmAld |
| S9＇โ6E \＄ | عL＇0t \＄ | 6どても \＄ | 29＇t力 \＄ | \＆と＇てZ \＄ | L0＇82 \＄ | \％999tL68000＇0 | Kıunos yznowild |
| 95＇62T＇89t \＄ | OL＇S96＇L $\downarrow$ \＄ | 9L＇ZL9＇0S \＄ | 乙S＇$\angle \varepsilon \varepsilon^{\prime} \varepsilon \varsigma \quad \$$ | 06＇689＇92 \＄ | $\varepsilon t^{\prime} \angle \angle \nabla^{\prime} \varepsilon \varepsilon \quad \$$ | \％Z6tterLzLO＇ 5 | 47 nowild |
| てと＇90て＇てを \＄ | 七6＇66て＇$\frac{1}{}$ \＄ | 8L＇98t＇$\varepsilon$ \＄ | LS＇699＇$\frac{1}{}$ \＄ | โで9E8＇โ \＄ |  | \％力STt008ELO＇0 | 2l！ıu！eld |
| E9＊くLて | OE＇てて \＄ | $95^{\prime} \varepsilon 2$ \＄ | $08^{\prime} \downarrow 2$ \＄ |  | 95＇SI \＄ | \％力T6986t000＇0 | plopuleid |
| てZ＇689¢OS \＄ | ع̌＇609＇LS \＄ | Z6＇LZS＇七S \＄ | OT＇68E＇LS \＄ | $0 \varepsilon$＇LIL＇82 \＄ | てt＇0てO＇9を \＄ | \％LE66L6ItSI＇t | ploystud |
| で・8とL＇し | で＇8LI \＄ | 8T．88T \＄ | LO＇86I \＄ | IT＇66 \＄ | てどヤで | \％9t9SE86E00＇0 | U07sd！ 1114 d |
| 9S＇ZL6＇9 \＄ | とヤ゙ヤTL \＄ | SL＇もSL | 功ヤt6L \＄ | £S＇L6E \＄ | £9＇86t \＄ | \％EEtSLL6SIO＊O | meys．apad |
| 68＇ZOS \＄ | ES＇LS \＄ | 切㠶 \＄ | OE＇LS \＄ | L9＇82 \＄ | $96.5 \varepsilon$ \＄ | \％E09EZSITOO＇0 | $\mathrm{nJP}^{\text {d }}$ |
|  | LL＇LSt | tS＇ 88 t －\＄ | L6．80S \＄ | $69^{\circ} \mathrm{tSZ}$ \＄ | 9t＇6TE \＄ | \％عโIE9をZOT0＇0 | $\\|$ lladdad |
| E0＇T98＇LヵT \＄ | OZ＇OSI＇SI \＄ | tて＇S00＇9I \＄ | 26．978＇9I \＄ | カT＇0とt＇8 \＄ | LO＇t $2 S^{\prime} 0 \tau \quad \$$ | \％6ヶて8Iz88をE＇0 | ayosquard |
| ET＇9Lて＇01 \＄ | Z6．ZS0＇ı \＄ | もE＇ZII＇ป \＄ | 78＇0LI＇ 1 \＄ | 88＇58S \＄ | 88＇もをL \＄ | \％9tz9LtSEZO＊0 | weylad |
| 8t＊88S＇2TE \＄ | 85＇820＇てを \＄ | 6โ＇988＇ย์ \＄ | SS＇ST9＇SE \＄ | $06^{\prime}$ L28＇$\angle \tau \quad$ \＄ | 6ั＇ทse＇zz \＄ | \％L29826z9tく0 | Apoqead |
| 96＇Z20＇s \＄ | 99＇ャTS \＄ | LL®も¢S \＄ | 0ع＇ZLS \＄ | $88^{\prime 9} 982$ \＄ | Lて＇65E \＄ | \％0Lt00tstioo | uopxed |
| OT＇ELL＇0L | 6S＇LSz＇L \＄ | t8 $8^{\circ} 099^{\prime} \mathrm{L}$ ）\＄ | LL＇E90＇8 \＄ | S0＇SE0＇t \＄ | L2＇L90＇S \＄ | \％6SZLSLIZ9I＇0 | damped |
| Lナ＇ZS6＇tol \＄ | OE＇9tt＇OT \＄ | 98＇SE0＇LI \＄ | โで9I9＇โI \＄ | LL＇ZT8＇S \＄ | 76．062＇L \＄ | \％6โ06で9Eとで0 | P．ojxO |
| Eโ＇6ES＇L \＄ | OL＇LSI \＄ | 09＇991 \＄ | $98^{\circ} \mathrm{SLI}$ | SL＇L8 \＄ | LO＇OLT \＄ | \％6T0692SE00＇0 | S170 |
| E6＇8SL＇6E9＇E¢ \＄ |  | $8 \varepsilon^{\prime} 26 L^{\prime} \varepsilon 2 L^{\prime} t$ \＄ | 2S＇SOZ＇2L6＇t ${ }^{\text {a }}$ ， | $86^{\prime} \varepsilon \angle 0^{\prime} 88 \dagger^{\prime} z$ \＄ |  |  |  |
| szuamAed lezol | （zeoz－0coz＇0c อunr） słuauked 0t－8 sacen | （ 6202 ＇0\＆aunf）子uəm＾ed $/$ dean | （8Z0z－szoz＇0દ aunf） słuamKed 9－દ sıeəд | （bZOZ＇O\＆כunr）子uəuked $Z$ deon | （ $\varepsilon$ toz＇og aunr）子uamAed I sean |  | quәuked Aq $^{\prime}$＇spun」 <br>  |



| てع＇S60＇t \＄ | 29＇6It |  | 0¢＇と切 | \＄ | 29＇99t \＄ | 6ヵ＇$\varepsilon$ ¢ |  | L8＇Z6Z \＄ | \％L08عt8E600＇0 | puasumol |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| St＇0EI＇te \＄ | 0L＊ $68 T^{\prime}$ ¢ |  | ZL＇698＇ | \＄ |  | L8＇tLL＇L \＄ |  | かで9てでて \＄ | \％9t90SEEL $\angle 0^{\circ} 0$ | pleysdol |
| OT＇切て \＄ | LO＇Sz |  | で9 9 | \＄ | L8＇ LZ \＄ | 26＇EL \＄ |  | 9t゙くI \＄ | \％0ESE6SS000＇0 | pue\｜O1 |
| LT｀Sto＇6て \＄ | to ${ }^{\circ} 946^{\prime}$ 乙 |  | 00＇tャT＇$\varepsilon$ | \＄ | દと＇60E＇$\varepsilon$ \＄ | $86.5 S 9^{\prime} \tau \quad \$$ |  | โT＇LLO＇乙 \＄ | \％ETL99SS9900 | Aınqs！ |
| てて＇9Sて＇0しT | で・L6て＇しI |  | 0L＇七\＆6＇โ | \＄ | てと＇Z9s＇ZI \＄ | カT「98て＇9 \＄ |  | LL＇ヤ88＇L \＄ | \％LLt80s92sで0 | Nunqs＞M21 |
| 6ヤ＇6IE＇L \＄ | L6．6tL |  | 0¢＇z6L | \＄ | 96＇とE8 \＄ | Lどく㫑 \＄ |  | 如をてS \＄ | \％06zszLL9I00 | प0：3）${ }^{\text {a }}$ |
|  | ¢ع＇6Z8＇85 |  | TS＇6カI＇29 | \＄ | I8＇LID＇S9 \＄ |  |  | 99＇6S0＇切 \＄ | \％LLS8699SIE＇โ | uozune |
|  | 78＇ $8^{86}$＇$\varepsilon 1$ |  | S0＇ELL＇カぇ | \＄ | ع6＇6tS＇SI \＄ | EI＇I8L＇L \＄ |  | S6＇6SL＇6 \＄ | \％L6E0LELZIE＊O | easuems |
|  | 8100¢S＇z |  | $\downarrow \varepsilon^{\prime} \angle \varepsilon \chi^{\prime} \varepsilon \tau$ | \＄ | $9 \dagger^{\prime} \varepsilon \varepsilon 6{ }^{\prime} \varepsilon \tau$ | 9て＇ZL6＇9 \＄ |  | $\left.8 E^{\prime} 5\right\rangle L L^{\prime} 8$ \＄ | \％68ヤ0LてZ08で0 | ноэsdmems |
| ヤ6． $280^{\prime} \mathrm{SL}$ ，\＄ | $69^{\circ} \mathrm{E} 69^{\prime} L$ |  | โ6＇LてI＇8 | \＄ | Eと＇SSS＇8 \＄ | $90^{\prime}$ L8て＇t \＄ |  | 8L＇698＇S \＄ |  | uowns |
|  | tL＇E9L＇ธ |  | 8て＇E98＇L | \＄ | 92＇196＇г \＄ | 切186 \＄ |  | 66．0をて＇โ \＄ | \％LてISttrbecooo | puepapuns |
| 66＇S0I＇S8 \＄ | LT＇OZL＇8 |  | โع＇でて＇6 | \＄ | 9L＇969＇6 \＄ | とでて58＇t \＄ |  | OZ＇980＇9 \＄ | \％力T8E6TOS6T0 | Ninqpns |
| SI＇SZ6＇ES \＄ | OE＇SZs＇s |  | カT＇LE8＇S | \＄ | OT＇切で9 \＄ | $8 \mathrm{t}^{\prime} \downarrow \angle 0^{\prime} \varepsilon \quad$ \＄ |  | $9 \varepsilon^{\prime} 958{ }^{\prime} \varepsilon \quad \$$ | \％LSS889SEZT＇0 | 23p！uqun＋5 |
| 89＇828＇$¢$ \＄ | 0ع＇Z6E |  | 加も功 | \＄ | とで9¢t \＄ | 6て＇8I2 \＄ |  | $08 . \varepsilon \angle Z ~ \$ ~$ | \％089EELL800＇0 | MO2S |
| S6．60T＇98T \＄ | 9I＇9t6＇EL |  | カでとદL＇カโ | \＄ | E0＇80S＇ST \＄ | 9T＇09L＇L \＄ |  | S9＇とEL＇6 \＄ | \％9ZLEt68LIE＊0 | uoty ${ }^{\text {ninots }}$ |
| ヤ8．898＇ZL \＄ | てと＇997＇L |  | OL＇L88＇L | \＄ | 6ヵ＇Z0E＇8 \＄ | tS＇tSI＇t \＄ |  | 80＇LLて＇S \＄ | \％80608L699「0 | meyวuots |
| LI＇820＇t \＄ | カぐでも |  | E0＇9と ${ }^{\text {b }}$ | \＄ | 96．85t \＄ | 99＇62\％\＄ |  | L0＇882 \＄ | \％8T0S0E2600＇0 |  |
| tS＇98S＇8 \＄ | $08.6 \angle 8$ |  | S＊＊626 | \＄ | عと＇8L6 \＄ | S5＇68t \＄ |  | 50＇bi9 \＄ | \％0z965 $29650{ }^{\circ}$ | 8u！nats |
| 06＇ES9＇tOS＇โ | $\dagger$ †＇$¢ 98$＇$¢ 51$ |  | 9L＇9ts＇z9 | \＄ | TL＇ヤ60＇t ${ }^{\text {a }}$ ，\＄ | 8T＇SI9＇S8 \＄ |  | t0＇88E＇LOT \＄ | \％OLEカてZOTカガ $\varepsilon$ | $\underline{u d s}$ |
| 65＇598＇8 \＄ | 6ع＇806 |  | 99．656 | \＄ | てT＇OLO＇T \＄ | $97^{\circ} \mathrm{SOS}$ \＄ |  | LO＇ヤ¢9 \＄ | \％Sヤ6をSIEOZO＊O | Jajuads |
| EL＇IIZ＇L \＄ | ع6＇8EL |  | \＆9＇08L | \＄ | 69＇IZ8 \＄ | LI＇IT力 \＄ |  | EL＇StS \＄ | \％0T6SSZS9T0＇0 | \गMuınos |
| ST＇Zて8＇92T \＄ | LS＇ヤ66＇てT |  | $88^{\circ} \mathrm{LZL} L^{\prime} \mathrm{EL}$ | \＄ | 08＇6tr＇t | E9＊0¢て＇L \＄ |  | 56＇690＇6 \＄ | \％てT8tIT906で0 | วรpuqułnos |
| ヤで6S8＇ャ6 \＄ | โ 5 ＇6TL＇6 |  | S0＇89て＇0T | \＄ | E0＇808＇0T \＄ | 0ع＇80t＇s \＄ |  | 69＇E8L＇9 \＄ | \％98ヤ889ELIでO | 4830．0q4inos |
| SI＇TLL＇$\frac{1}{}$ ¢ | LZ＇09t＇${ }^{\text {c }}$ |  | 9S＇SS9＇£ | \＄ | 08＇$\angle$ ¢8＇$¢$ |  |  | 80＇STがて | \％E66T98ELLO＇0 | ordweytnos |
|  | E8＇80L＇t |  | 96．8E¢＇st | \＄ |  | tS＇t8I＇8 \＄ |  | 96＇S9z＇0T \＄ | \％29680S682を＇0 | ＾әррен Yinos |
| 6て＇フ69＇切 \＄ | $8 て ゙ \downarrow 9$ く＇tて |  | 16＇โ9โ＇92 | \＄ | $0 L \cdot L \varepsilon S^{\prime} \angle Z \quad \$$ | LL＇GLL＇$\frac{1}{}$ \＄ |  | IT＇t8て＇くI \＄ | \％6SLLZE8ESS＇0 | ม！！namos |
| \＆โ＇ $99 \dagger^{\prime} 8 \mathrm{LT}$ \＄ | S9＇Z9T＇EL |  | IS＇S06＇EL | \＄ | LL＇9E9＇t | 6I＇ぃてを＇L \＄ |  | 18＇98I＇6 \＄ | \％ZS9LTLEt6でO | Jos．jumos |
| Z8＇0¢9＇SI \＄ | LS＇L09＇โ |  | 96＇L69＇โ | \＄ | ヤ6．08L＇I \＄ | LI＇T68 \＄ |  | I8＇LII＇โ \＄ | \％9T58LI85E0＇0 | Nuqseinys |
| 98＇L0才＇282 \＄ | 65＇SE6＇82 |  | E9＇89S＇0¢ | \＄ | 9T＇9LI＇ZE \＄ | 78．00г＇91 \＄ |  | St＇S6I＇02 \＄ | \％8ELSOZTLt9 ${ }^{\circ}$ | Nuqsmajus |
| 68．99I＇乙 \＄ | て0｀てZて |  | 95＇tعz | \＄ | 68＇9†て \＄ | tS＇E2T \＄ |  | $96^{\circ} \mathrm{tST}$ \＄ | \％9Z0tS96t00＇0 | Аәр！${ }^{\text {¢ }}$ |
| ET＇69L＇St \＄ | tL｀ST9＇ธ |  | ع6＇90L＇ธ | \＄ | 69 ${ }^{\circ} 96 L^{\prime} \tau$ \＄ | 90＇668 \＄ |  | OL＇LZT＇โ \＄ |  | ufoqjays |
| 85＇8SE＇9 \＄ | ZS＇IS9 |  | 6で889 | \＄ |  | ES＇Z9E \＄ |  | てL゙もSt | \％tE090LStI0＇0． | วu．nq｜ə૫5 |
| 9S＇S06＇乙 \＄ | TL＇L6Z |  | โ5＇ャTE | \＄ | SO＇TEE \＄ | 99＇S9I \＄ |  | 6L＇LOZ \＄ | \％とヤ90859900＇0 |  |
| 28＇S08＇LEL \＄ | 26．6II＇カT |  | 18＇916＇カT | \＄ | SでTOL＇ST \＄ | 58．958＇L \＄ |  | E6＇$\dagger 58^{\prime} 6 \quad \$$ | \％982t08LSTEO | noseys |
| かT＇60T＇SbT \＄ | 七で898＇ャ |  | $9 \varepsilon^{\prime} \angle 0 L^{\prime}$ ST | \＄ | Lع＇EES＇9T \＄ | カて＇ELZ＇8 \＄ |  | Zて＇LLE＇OT \＄ | \％ET06STSZEE＊O | yu0yzas |
| 8L＇9L8＇LLT \＄ | 26＇019＇くT |  | ع8＇t09＇8L | \＄ | โて＇E8S＇6I \＄ | LE＇66L＇6 \＄ |  | St＇L6て＇ZI \＄ | \％ILE9ES886を＇0 | วұепサว |
| 99＇SOS＇t \＄ | 99＇L9t |  | ZL＇＜8t | \＄ | 9と＇EIS \＄ | 68＇95z \＄ |  | ででても \＄ | \％S099tてEOLO＇O | колes |
| It＇SSE＇StT \＄ | $\angle \square^{\prime} \varepsilon 68^{\prime} \downarrow \tau$ |  | ZO＇tel＇sI | \＄ | \＆ヤ＇L9S＇91 \＄ | $87^{\prime} \angle 8 z^{\prime} 8$ \＄ |  | と8＇ヤ6と＇0T \＄ | \％S92Z080をとદ＇0 | sn3nes |
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City of Gardner - Executive Department
Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

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

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

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

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

| Community | \% of <br> Settlement | Year 1 | Year 2-7 | Year 8-15 | Total |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Gardner | 0.30805 | $11,279.35$ | $7,445.12$ | $11,279.35$ | $146,184.84$ |

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## EXHIBIT K

## Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?
[x] Yes [ ] No

| Governmental Entity: Gardner city | State: MA |  |  |
| :--- | :--- | :---: | :---: |
| Authorized Signatory: Mayor Michae1 J. Nicholson |  |  |  |
| Address 1: Gardner City Hal1 |  |  |  |
| Address 2: 95 Pleasant St |  |  |  |
| City, State, Zip: Gardner |  |  |  |
| Phone: $978-630-1490$ |  |  |  |
| Email: mayor@gardner-ma.gov |  |  |  |

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

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.
11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

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

|  | Michael Melholson |
| :--- | :--- |
| Signature: | Michae1 J. Nicholson |
| Name: | Mayor |
| Title: | $\underline{2 / 13 / 2023}$ |
| Date: |  |


| ST＇Z9s＇6LT | \＄ | 89＇もS8＇とI \＄ | \＄ | LO＇StI＇6 | $89^{\prime} \downarrow$ ¢8＇$\varepsilon$ ¢ | \％てもく9ヶ6と8Lを＇0 | วuınog |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 17＇690＇6I0＇s | \＄ | L8＇ 9 Z＇$\angle 8$ E \＄ | \＄ | L＜＇8โ9＇scz | L8＇ $197^{\prime} \angle 8 \varepsilon \quad$ \＄ | 5 \％6tE08LL9LSOT | U07509 |
| OT＇ゅてて＇s | \＄ | 80＇ CO ¢ | \＄ | 90＇992 \＄ | 80＇と0力 | \％と£ヤ8800tio＇0 | U0깅g |
| でくです | \＄ | 86 ＇ze | \＄ | LL＇tて | 86＇てE \＄ | \％9TIL006000＇0 | р．ојpue｜я |
| ZL＇60s＇0T | \＄ | L6．018 \＄ | \＄ | Sて＇ses \＄ | L6．018 \＄ | \％8LEとくけIZZO＊0 |  |
| E0＇689＇£8น | \＄ | $0 I \cdot \varepsilon \angle I ' \triangleright \tau)$ | \＄ | 6I＇SSE＇6 \＄ | OT＇ELI＇tI \＄ | \％力てIEI60L8E＇0 | вวฺมำ！я |
| Z6＇IS8＇LZZ | \＄ | 29．08s＇$\angle 1 ~ \$$ | \＄ | $6 \varepsilon^{\prime} \dagger 09^{\prime} \tau \tau$ | Z9．08s＇LI \＄ | \％LtT99ST08t＇0 | Арәләя |
| โ8＇$\varepsilon$ ¢6＇$\tau$ | \＄ | Lで6ャて | \＄ | 6t＇86 | Iで6ヵた | \％68SISLOt00＇0 | uо7spıeusag |
| 98＇$\downarrow \angle 8^{\prime} 8 \mathrm{~L}$ | \＄ | SE＇9St＇ป \＄ | \＄ | 6て＇196 \＄ | Sع＇9St＇t \＄ | \％LISESLL6E0＇0 | u！ |
| $\angle 8.6 \pm S^{\prime} \angle S$ | \＄ | trottrt ${ }^{\text {c }}$ | \＄ | 66086＇乙 \＄ | ttott＇t S | \％SIT6SLZTZT＇0 | 人әүүлая |
| 98＇Z58＇til | \＄ | E8＇198＇8 \＄ | \＄ | 0t＇6ヶ8＇s | ع8＇L98＇8 \＄ | \％8L9steoztで0 | ұuowiag |
| 6て＇090＇E6 | \＄ | 98．08I＇L \＄ | \＄ | TS＇6EL＇t \＄ | 98．08I＇L \＄ | \％L8L9LOT961＇0 |  |
| OS＇StL＇S9L | \＄ | I9＇88L＇てI \＄ | \＄ |  | T9＇88L＇てT \＄ | \％S06S8LZ6tع＇0 | дәчэ建 |
| 89 $260^{\prime}$ ¢6 | \＄ | 0t＇09て＇L \＄ | 5 | ¢ع＇Z6L＇t \＄ | 0ャ＊09て＇L \＄ | \％ZL6LE628610 | p．otpag |
| S9＇Z6T＇E | \＄ | ヤE．9ヤて | \＄ | 09＇Z9I \＄ | ヤع゚9カて | \％9LE6LZL900＇0 | ұәхэәя |
| てع＇08s＇t | \＄ | 切をSを \＄ | \＄ | Lて＇દとて \＄ | โt＇ESE \＄ | \％LIOZZS9600＇0 | 2ıJeg |
| 8L＇SヶE＇0E | \＄ | で＇Itを＇て | \＄ | OS＇StS＇T \＄ |  | \％てもてて8ヤ6を90＊0 |  |
| カでZLO＇LO力 | \＄ |  | 5 | 00＇ZとL＇OZ \＄ | ヤ6．80ヤ＇TE \＄ | \％Z8sEtE8L580 | әq¢asuseg |
| Oで七OS＇8 | \＄ | LI．959 \＄ | \＄ | LT＇ ¢¢¢ \＄ | LT＇9S9 \＄ | \％9890LZ6LL0＇0 | J2A $\chi^{2}$ |
| 6＊＇0IT＇se | \＄ | $90 \cdot 60 L^{\prime}$ 乙 \＄ | S | 9 ＇$^{\prime} 88 L^{\prime} \tau \quad$ \＄ | $90.60 L^{\prime} 乙 \quad \$$ | \％8ヤ66886ELO＇0 | U0NV |
| 9L＇LOT＇t力T | \＄ | 29＇8IT＇tI \＄ |  | ع0＇6とદ＇L \＄ | 29．8IT＇土－\＄ | \％S6IE899E0と＇0 |  |
| tL＇EとO＇ttt | \＄ | 08．09て＇七¢ \＄ |  | てがけT9「てて | 08．09て＇も¢ \＄ | \％0E6SOZLSE6＇0 | －১оqวนี |
| Ot＇z90＇くI | \＄ | OS＇91E＇土 \＄ |  | 86.898 \＄ | OS＇9tદ＇ป \＄ | \％とદZ6S56seo 0 | 10Y7\％ |
| \＄6．985＇9L | \＄ | 0ع＇606＇S \＄ |  | tS＇006＇$\varepsilon$ | $0 \varepsilon^{\prime} 606{ }^{\prime} \mathrm{S}$ \＄ | \％عZ60¢6عโ9I＇0 | puejus |
| 0ع＇S6て＇L | \＄ |  |  | L6．99 | $\downarrow 6 \cdot 66$ \＄ | \％てEI962LZ00＇0 | P1ply ${ }^{\text {ch }}$ |
| Z6＇SIE＇£ | \＄ | S8．Ssz \＄ |  | $88.89 \tau$ \＄ | S8：SSz \＄ | \％6869 $26900{ }^{\circ}$ | Aq4s\％ |
| LI＇L59＇9 | \＄ | 6I． CLS ，\＄ |  | 七ぐ8とを \＄ | 6I＇EIS \＄ | \％とをI09IOtIo O | meyujnqusv |
| 98．086＇8SI | \＄ | 99．99て＇てI \＄ |  | 28．960＇8 \＄ | 99＇99て＇zI \＄ | \％0عEとEzOSEE＊0 |  |
|  | \＄ | 66．081 \＄ |  | عโ＇6IT \＄ | 67．081 \＄ | \％0ع6を6Z6ち00＇0 | Yeuu！̣nby |
| St＇OSO＇LEE | \＄ | 81＇900＇92 \＄ |  | 18＇59T＇LI \＄ | 81．900＇92 \＄ | \％IETLZLZOTLO | ләлориУ |
|  | \＄ | 90＇6Sヶ＇$\varepsilon$ L \＄ |  | 88＇E88＇8 \＄ |  |  | 7s」əчuv |
|  | \＄ | ZO＇0Sカ＇6 \＄ |  | 七9＇Lとて＇9 \＄ | Z0．0St＇6 \＄ | \％力で656085て＇0 | Anqsauv |
| Ls＇દSE | \＄ | $8 Z^{\circ} \angle Z \quad$ \＄ |  | 00＇81 \＄ | $87^{\circ} \angle 2$ \＄ | \％T6t6tt $2000{ }^{\circ}$ | pJotiv |
| 9r＇6EO＇902 | \＄ | 6S＇L68＇SI \＄ |  | $\angle \downarrow^{\prime} \varepsilon 6 \dagger^{\prime} 0 \tau$ | 6¢＇$\angle 68^{\prime} \mathrm{SI} \quad \$$ |  | шемея |
| 8t＇E00＇6 | \＄ |  |  | tS＇8St ${ }^{\text {c }}$ | 69＇ヶ69 \＄ | \％986IEL68LO＇0 | swept |
| カモ＇Sてヤ＇とく | \＄ | 98＇S99＇s \＄ |  | 乙S＇6EL＇ | 98＇S99＇S \＄ | \％Z6LSOELtSr 0 | ұәuчsกכจ |
| 9で七8て＇SL | \＄ | 6L＇808＇S \＄ |  | 6I＇ヶ¢8＇ ¢ \＄ | 6L＇808＇S \＄ | \％とも¢6Lb98SI＇0 | प0\％$\square^{1}$ |
| OS＇IE6＇EIT | \＄ | tL＇06L＇8 \＄ |  |  | tL＇06L＇8 \＄ | \％L6L66800tでO | u0， 8 u！ 9 V |
|  | \＄ |  |  | 58＇L6L＇9Lナ＇z \＄ |  |  |  <br>  |
| ［ $\mathrm{Pz} \times 1$ |  | （980Z＇tદ＇כad ：st गea入 <br>  squamked St－8 saean |  |  <br>  şuauked L－Z SJea入 | วuamked I deja |  |  |



| ع6＇โZદ＇โST | \＄ |  |  | SL＇90L＇L \＄ | IL｀S $\angle 9^{\prime} \tau \tau$ | \％0LをSع888โを＇0 | шечрап |
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| 6で七くて＇t9\％ | \＄ | $\varepsilon \downarrow^{\circ} 65 I^{\prime} 0$ O |  | LS＇908＇$\varepsilon 1$ | عャ＇6St＇oz \＄ | \％LE6I88505s＇0 | 47now\％e9 |
| S6． $285^{\prime}$ T6 | \＄ | 9s＇28L＇t ${ }^{\text {a }}$ ，\＄ |  | $8 \downarrow^{\circ} L S L$＇6 \＄ | 9s＇z8L＇t ${ }^{\text {c }}$ | \％95989ELE0ヶ＊ | sıanueg |
| to＇8E8＇s | \＄ | 8t ${ }^{\circ}$ O5 |  | SE＇L6て \＄ | $88^{\circ} 05$ ¢ | \％9Z9ャع0とてL0＊0 | पоy ${ }^{\text {a }}$ |
| L0＇E9ヶ | \＄ |  |  | 85＇દ乙 \＄ | $\varepsilon<\cdot \varsigma \varepsilon \quad \$$ | \％とゅTLS $66000^{\circ}$ | uotsu！ |
| 09＇928＇91 | \＄ | โع＇867＇亡 |  | L6．958 \＄ | นع＇86て＇$\tau$ \＄ | \％SIL06StSE0＇0 | Nemuos |
| £8＇ぃてO＇¢8 | \＄ | ヤ0＇90t＇9 \＄ |  | 切8てて＇も | t0＇90t＇9 \＄ | \％力0LL6S6もLİ0 | р．osuos |
| カT゙092 | \＄ | 59.85 |  | LL＇8E \＄ | 59．85 \＄ | \％s2s8to9t00 ${ }^{\circ}$ | บ！ |
| 19＇668＇ 29 | \＄ | IO＇6Eて＇S |  |  | โ0＇6६て＇S \＄ | \％โゅてโ980とちโ゙0 | ұәsseyoう |
|  | \＄ | 66＇E89＇8 |  | LO＇ZEL＇S \＄ | 66＇E89＇8 \＄ | \％ 2 SStナLTLEでO | प0ıu！ |
| とし＇てZカ＇t¢ | \＄ | 8L＇ZIT＇L |  | LS＇ヤEL \＄ | 8L＇ZIT＇し \＄ | \％8LTOZ6E0E0＇0 | 8．nqs） |
| ZL＇LS6＇Z | \＄ | しで8てて |  |  | นて＇8で | \％9LS82をZ900＇0 | צгеш！ 40 |
| tぐ96と＇8てt | \＄ | 0L｀て8て＇てE |  | 七く＇80ع＇tz \＄ | 0L＇Z8て＇Zと | \％80LZS69T88＇0 | әәdoว！${ }^{\text {¢ }}$ |
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| $88 \cdot \downarrow 6 S^{\prime} \dagger$ | \＄ | $\varepsilon S^{\prime} \dagger$ ¢ |  | IO＇も¢て \＄ | $\varepsilon \varsigma^{\prime} \downarrow ¢ \varepsilon$ \＄ | \％LZL8289600＇0 | дәтรэч |
| てZ＇ISL | \＄ | $96 . \angle S$ |  | 9で8E \＄ | $96^{\circ} \angle S$ \＄ | \％929088SL00＇0 | апиรауว |
| 88．89t＇8七て | \＄ | $6 \varepsilon^{\prime}$ L $\angle \tau^{\prime} 6 \tau$ |  | Oカ＇ちS9＇てI \＄ | $6 \chi^{\prime} L \angle T^{\prime} 61 \quad \$$ | \％SSIIE09EZS＇0 | егsјачว |
| $6 \square^{\circ} 8 \mathrm{LO}$＇0SI | \＄ | $\angle L \cdot 6 \angle S^{\prime} \tau T$ |  | で「とャ9＇L | LL＇6LS＇tI \＄ | \％880てع929โを 0 | р．．jswiay |
| ๑E＇SL6＇6L | \＄ | SL＇0LI＇9 |  | OT＇ELO＇t | SL＇0LI＇9 \＄ | \％L8โSE\＆S89I＊0 | шеч7еч |
| $\angle \varepsilon^{\prime}$ น6t＇カโ | \＄ | عโ＇8II＇น |  | t0．8EL | عા＇8II＇兀 \＄ | \％S0ヶ6LES0E0＇0 | иотлеч |
| 6て＇89T＇$\varepsilon$ | \＄ | 9t＊カカて |  | 98．โ91 \＄ |  | \％SZ6S9L9900＇0 | тиошәречว |
|  | \＄ | Lで086 ${ }^{\text {¢ }}$ |  | LS＇L9Z＇S \＄ | Lて＇086＇L \＄ | \％L06LbS6LIでO | дanes |
| $66^{\circ} \angle 96^{\prime} \downarrow$ て | \＄ | 切 9 26＇L |  | $85^{\prime} \tau \angle Z^{\prime} \tau$ | 切926＇L \＄ | \％895ttigzso ${ }^{\circ}$ | ว1s！ıe3 |
| 29＇280＇8EL | \＄ | 6I＇ャS9＇0I |  |  | $6 I^{\circ} 759^{\prime} 01 \quad \$$ | \％9980t86062＇0 | पołues |
| 9＜＇6S0＇とヤ0＇乙 | \＄ | Z9＇8E9＇LSI \＄ |  | ZO＇zso＇tor | Z9＇8E9＇LSI \＄ | \％8ヶL6LLESOE＇$\dagger$ | 28p！qque3 |
| 91．010＇tヶL | \＄ | SS．ıIL＇นI |  |  | SS＇LII＇LI \＄ | \％てT6ZSLtEOEO | प078u！phg |
| 06．68t＇ 5 | \＄ | $96 . \downarrow I L$ |  | $88^{\prime} \angle L$ | $96^{\circ} \downarrow I I \quad \$$ | \％LE696とTE00＇0 | pue｜xons |
| 00＇tsて＇т6E | \＄ | てヤ＇88T＇0を |  | Lع＇9Z6＇6I \＄ | で＇881＇0を \＄ | \％てZ3996ヶャて8＊0 |  |
| L0＇869＇LI | \＄ |  |  | Sع＇L06 \＄ |  | \％ESちES6ZLE0＇0 | Plpyy 00 dg |
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| で＇69で8t | \＄ | 99＇9TL＇$\frac{1}{}$ \＄ |  | 七て＇とऽゅ＇て | 99＇9TL＇${ }^{\text {c }}$ | \％0E0E80STOT＇0 | Aıunoj 1075 ¢，${ }_{8}$ |
|  | \＄ | LI＇ZOE＇し |  | 25＇658 \＄ | $\angle \chi^{\prime} Z 0 \varepsilon^{\prime} \tau \quad \$$ | \％LSLtt9sseo 0 |  |
| $\angle 8^{\circ} 690^{\prime} \angle Z$ | \＄ | 99＇880＇乙 |  | 99＇8LE＇ | 99＇880＇乙 \＄ | \％とヤt8tt0LSO＇0 | ләұемวรр！ля |
| 28．2S6＇09 | \＄ | $00 \cdot \varepsilon 0 L^{\prime} \downarrow$ \＄ |  | Oع＇ヤOT＇ | $00 \cdot \varepsilon 0 L$＇t \＄ | \％E800Lttr8で＇0 | J215M2д8 |
| عL＇นIS＇นIL | \＄ | ヤ8＇6Lع＇91 \＄ |  | 6I＇ZLL＇OT \＄ | ヤ8．6โع＇91 \＄ | \％かtz9zてLStro | วอมวu！̣⿺𠃊 |
| で＊989「9て | \＄ | L0＇650＇乙 \＄ |  | $\varepsilon \tau \cdot 6 S \varepsilon^{\prime \prime} \tau \quad \$$ | L0＇6SO＇乙 \＄ | \％LELL9EZ950＇0 | U07s｜iog |
|  | \＄ |  |  | $98^{\prime} \downarrow 0 Z^{\prime}$ 乙 | $\left.9 \varepsilon^{\prime} 0\right\rangle \varepsilon^{\prime} \varepsilon \quad \$$ | \％IS060とてT60＇0 | pıojxog |
| 91．876＇8T | \＄ | 00＇29b＇七 \＄ |  | Z0＇596 \＄ | 00＇29ヶ＇น \＄ | \％LS086266E0＇0 | 48no土oqxog |
|  | \＄ |  |  |  |  |  |  <br>  |
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| E9＇LSt＇＜9 | \＄ | 切＇toz＇s |
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| 09＇zss | \＄ | カ9＇で |
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| SがてEs＇t | \＄ | ゅで8じ |
| Sて＇16S＇t9 | \＄ | 七く＇E86＇t |
| ャ8＇ャ8T＇9力T | \＄ | SE＇6Lて＇しI |
|  | \＄ | ع6\％0Lて＇し |
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| ع6＊6を5＇Lてを | \＄ | 9 q ＇ZLZ＇sz |
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| S9＇801＇8 | \＄ | S9｀〕Z9 |
| 0ع＇LLO＇8てを | \＄ | Z8＇とLE＇sて |
| ¢9＇ZSL＇ヤt¢ | \＄ | てく・¢8て＇七て |
| عL＇6LI＇666 | \＄ | て8＇も60＇LL |
|  | \＄ | L6＊SS6＇นI |
| 二ャ＇88て＇LOZ | \＄ | $66^{\circ} \mathrm{E} 66^{\prime} \mathrm{SI}$ |
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| 0と＇80ガて | \＄ | 28．58T |
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| 80＇てもE＇LE | \＄ | 七でโ88＇て |
| 95．0く8＇8てT | \＄ | โヤ＇$¢ \succ 6^{\prime} 6$ |
| S6＇t8t＇て | \＄ | عL＇161 |
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| 81＇ZLS＇LLT | \＄ | عI＇T0L＇$¢ \tau$ |
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| 99＇ャLs＇て | \＄ | 99•86โ |
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| $98^{\circ} \downarrow 80^{\prime} \angle 6$ | \＄ | 88．06t＇L |
|  | \＄ | عモ＇ZOs＇z |
| 8L＇も¢L゙8L | \＄ | عO＇s LO＇9 $^{\prime}$ |
| SI＇SS8＇01 | \＄ | 95＊LE8 |
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| S9＇ 66 ＇$^{\prime} \angle Z$ | \＄ | 七で901＇て \＄ |  | 七て＇90I＇乙 \＄ | \％S0S8t2SLSO＇0 | 4830．0qsaue7 |
| 9L＇ses＇s | \＄ | とし＇LZも | ع6＇182 | とでくで | \％Z009s99tio＇o | лapsejue7 |
| 96＊96s＇6 | \＄ | 如OtL \＄ | 七L＇88t \＄ | 切ODL \＄ | \％8S08ZてZOZO＇0 | ว！！กахет |
| ع0＇ 286 ＇t9 | \＄ | 68＇عโ0＇s \＄ |  | 68＇عIO＇S \＄ | \％عL७8LE69ET＇0 | uotsfu！${ }^{\text {a }}$ |
| Sع＇989＇86 | \＄ | SガカI9＇L \＄ | S0＇9ZO＇s \＄ | SガヤT9＇L \＄ | \％OS8sE96LOZ＇O | प3！Msd） |
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| 8\＆＇t9L＇26 | \＄ | ZS＇LSI＇L \＄ | 切ヤてくぐカ \＄ | $2 S^{\prime} \angle S I^{\prime} L$ \＄ | \％5t0tヶ8t56i＇0 | 11 nH |
| ع6．9ヶ9＇t6 | \＄ | 8L＇Z0ع＇L \＄ | てと＇0て8＇t ${ }^{\text {¢ }}$ | 8L＇ZOE＇L \＄ | \％StEZISt66T＇0 | uospnH |
| 61＇$\angle 89^{\prime}$＇ | \＄ | t9＇08て \＄ | 七で585 | t9．082 \＄ | \％てITLt99L00＇0 | uolspreqqnH |
| $00{ }^{\circ} \mathrm{ELZ}{ }^{\prime} 96$ | \＄ | โ9＇Eてt＇L \＄ |  | I9＇$\varepsilon$ ¢t＇L \＄ | \％LESカTSLZOZ＇0 | uozu！ydoh |
| カ6．02T＇s9 | \＄ | T9＇ヤてO＇S |  | โ9＇ヤてO＇s \＄ | \％SZ8S0をZLET＇0 | әрерәdoH |
| ts＇$¢ 29$＇8St | \＄ | ZS＇98を＇SE \＄ | $\angle t^{\circ} \angle S \varepsilon^{\prime} \varepsilon 乙$ \＄ | Z¢＇98を＇SE \＄ | \％ZSS6s9t996．0 | ayo시애 |
| 85＊โรع＇6L | \＄ | Z9＇てZT＇9 \＄ |  | Z9＇ZZI＇9 \＄ | \％LZ906IZL9IO | UOTS！${ }^{\text {！}}$ OH |
| L6．S6て＇นI | \＄ | LS＇TL8 \＄ | OE＇SLS | LS＇LL8 \＄ | \％S880ヶ08EZO＇0 | pue｜아 |
| 00＇てLE＇91 | \＄ | 09＇85z＇t \＄ | 9L＇0¢8 | 09．8sz＇$\quad$ \＄ | \％6L8SもLEもE0＇0 | uәрıО |
| 9T＇ZIO＇8S | \＄ | II＇9Lt＇t \＄ | $\varepsilon \varsigma^{\prime} \downarrow \mathrm{S}^{\prime} \tau$ \＄ | IT＇9 $\square^{\prime}$＇t | \％6LOTOSZZZT＊O | $Y$ YOגqIOH |
| OS＇9SL＇亡 | \＄ | Es＇s¢ | 97．68 \＄ | ع¢＇SEI \＄ | \％L90SIOLE00＇0 | әрерsu！${ }^{\text {H }}$ |
| 69．0ヵI＇6てZ | \＄ | 90＇089＇$\angle 1$ | Z0＇0L9＇LT \＄ | 90＇089＇＜l \＄ | \％9Z9力てL828＊＊ | mey8u！${ }^{\text {¢ }}$ |
| $8 \mathrm{Br}^{6} \mathrm{6ss}$ | \＄ | $\angle T \cdot \square\rangle$ | 67.82 \＄ | $\angle \tau^{\circ} \mathrm{E} \dagger \quad \$$ | \％LI006LIT00＇0 | чъеәН |
| LぐくてT | \＄ | 58.6 | 0S．9 \＄ | S8．6 \＄ | \％LOET692000＇0 | Аајмен |
| くででカ・98を | \＄ | カ8＇カT8＇6て \＄ | 6L＇6L9＇61 \＄ | 78 $\square^{\circ} 78^{\prime} 67$ \＄ | \％s98Lを6てヤt8．0 | II！¢Јелен |
| カT゙てLL＇6て | \＄ | 9 9＇$^{\prime} \angle 6 Z^{\prime} 乙 \quad \$$ | 8 8＇9Ts $^{\text {c }}$ ，\＄ | $9 \tau^{\circ} \angle 6 Z^{\prime} 乙$ \＄ | \％568E6をLZ90＊0 | руриен |
| L6＇IZ6＇SEI | \＄ | $8 \mathrm{t}^{\circ} \mathrm{C8t}$＇0I \＄ | 切で6＇9 \＄ | $8 t^{\circ} \angle 8 t^{\prime} 0 \mathrm{~T}$ \＄ | \％ち0T60とち98で0 |  |
| 6S＇SII＇8L | \＄ | SZ＇LZO＇9 \＄ | 6ع＇8L6＇$\frac{1}{}$ \＄ | SZ＇LZO＇9 \＄ | \％85E切T9ヶ9［ 0 | рлелен |
| 0r＇90z＇z | \＄ | で＇0くI \＄ | 9どてII \＄ | てで0くI \＄ | \％9LS68t9b00＇0 |  |
| L0＇82s＇ヤI | \＄ | S6．02I＇工 \＄ | 06．6をL \＄ | S6．OZI＇工 \＄ | \％とโちTST90ع0＊0 | cosueh |
|  | \＄ | EO＇II6＇0I \＄ | IO＇ZOZ＇L \＄ | EO＇ILG＇OT \＄ | \％LZ6L866L6て＇0 | ләлоиен |
| 七で008＇ | \＄ | てて＇દ6て \＄ | 顺 26 L | てて＇と6乙 \＄ | \％SOZE800800＇0 | y＞oэue |
| 96． 0t＇t $^{\text {¢ }}$ | \＄ | 05＇9TE \＄ | 16．802 \＄ | 05．9TE \＄ | \％9ヶヵโ切98000 | uapduer |
| 96．850＇L | \＄ | 99＇tカS | โ＇6SE \＄ | 99＇tヤs \＄ | \％力T8ちS 28 t T0＇0 | uot！？${ }^{\text {ren }}$ |
| 90＇60¢＇S | \＄ | $8 \varepsilon^{\prime} \downarrow$ LL＇乙 \＄ |  | $8 \varepsilon^{\prime} \dagger$ L＇$冖 ⿰ ㇒ ⿻ 土 一$ ，\＄ | $\% \angle 6 t \rightarrow \angle O t \rightarrow \angle 0^{\circ} 0$ | хен！ен |
|  | \＄ | 99＇S6L＇$\frac{1}{}$ \＄ | $6 \varepsilon^{\prime} \operatorname{SOS}^{\prime} 2$ \＄ | 99＇¢6L＇$¢$ \＄ | \％Ltt8S99E0I＇0 | ләррен |
|  | \＄ | OT＇TOt \＄ | 9L＇t9r \＄ | OT＇LOt | \％6828tS60T0＇0 | puepanodo |
| LL＇SSE＇S | \＄ | 七でEIt | $9 \angle \cdot z \angle Z ~ \$ ~$ | 七でと切 \＄ | \％L06โ98てIT0＇0 | प070， 9 |
| 00．6て9＇ャtて | \＄ | LE＇09S＇9I \＄ | S6．086＇0I \＄ | Lع＇09s＇9 ¢ \＄ | \％$\dagger 80 \angle$ L6ZてSt 0 |  |
| 06．8てع＇น | \＄ | で＇ヤく8 \＄ | 86．9LS \＄ | で＇$\downarrow<8$ \＄ | \％力S6sعL8Ezo＇0 | पот8u！neg jean |
| ¢ $\downarrow$＇S9L＇6 | \＄ |  | SE＇ $26 \square$ ¢ \＄ | $87^{\circ} \mathrm{ESL}$ \＄ | \％6TL88LSOZO＇0 | ว！nиueג |
| 18＊ $299^{\prime}$ ¢St＇${ }^{\prime}$ | \＄ |  | 58．L6く＇9โt＇z \＄ | 6г＇SEษ＇โ99＇$\varepsilon$ \＄ |  |  <br>  |
| ［ P O1 |  |  |  <br>  <br> słuauked $\langle-Z$ s．eәス |  |  |  |


|  | \＄ | 69＇099＇ع | 0ع＇9โナ＇て \＄ | 69＊099＇$\varepsilon$ \＄ | \％8SZL6L6660＇0 | S！｜！W |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| て1．8L9＇0IL | \＄ | LL＇6ES＇8 | 8L＇989＇S \＄ | LL＇6ES＇8 \＄ | \％てTLO七をてદとで0 | Aıquı！ |
| Lع＇6E9＇zsz | \＄ |  | 08＇998＇てT \＄ |  | \％0Z99T6をZES＇0 | pJofllw |
| St＇6IS＇Et | \＄ | $88^{\circ} \angle S \varepsilon^{\prime} \varepsilon$ | てヤ＇9tて＇て | $88^{\prime} \angle S \varepsilon^{\prime} \varepsilon \quad \$$ | \％It†E60LI60＇0 | uодəpp！${ }^{\text {a }}$ |
| $\dagger \varepsilon^{\prime} \dagger S \tau$ | \＄ | ［6．II | $98 . \mathrm{L}$ | I6＇II \＄ | \％L8EてSをと000＇0 | playjapp！w |
| 6I＇SS9＇98L | \＄ | 96． 0 Ot＇も | 9て＇90S＇6 | $96 . L 0\rangle^{\prime} \downarrow \tau$ | \％ちS96Iちをと6を＇0 | 48nosoqコ1ppIW |
| 8S＇9Sて＇6を¢ | \＄ | Ot＇9LI＇9て \＄ | $\angle I^{\circ} 8 \angle Z^{\prime} \angle T$ \＄ | 0ヶ＊9LI＇9z \＄ | \％0とZLIZ6tIL｀0 | uวกบวจw |
| โع＇โ9L＇七 | \＄ |  | 6ヶででて | $\angle \varepsilon \cdot \angle 9 \varepsilon \quad \$$ | \％L009EE00L0＇0 |  |
| 96．98L＇L | \＄ | E8．009 \＄ | 6S＇96を \＄ | ع8．009 \＄ | \％S90960t9t0 | uopuaw |
| 6ع＇ $2 \angle 66^{\prime} 80 \tau$ | \＄ | 0T＇80t＇8 \＄ | L6．6ャS＇S \＄ | 0T＇80t＇8 \＄ | \％99tS6を96zで0 | こsodjow |
| S8＇ャ60＇26 | \＄ | 98＇SOT＇L \＄ | $\downarrow \varepsilon^{\prime} 069$＇t | 98＇SOI＇L \＄ | \％L98LELOt6โ＇0 | Nempaw |
| 6t＇S6t＇885 | \＄ | $96 \cdot \varepsilon\rangle S^{\prime} \dagger \tau$ 行 | 86＇665＇6 \＄ | $96 . E \triangleright S^{\prime} \downarrow \tau \quad \$$ | \％8S900zZL6E＊ | pıoıpaw |
| 99＇Z88＇86 | \＄ | 09＇6Z9＇L \＄ | S0＇980＇s \＄ | $09^{\prime 6} 69^{\prime} \mathrm{L}$ | \％0LLZLLE80で0 | plotjpaw |
| 99＇29I＇87 | \＄ | カT＇9TL＇$\frac{1}{}$ \＄ | 06． 2 St＇乙 \＄ | カI＇9IL＇$¢$ \＄ | \％9990t6ttot＇0 | preukew |
| 29＇LEO＇0t | \＄ | عて＇680＇$\frac{1}{}$ | OT＇6E0＇乙 | $\varepsilon \chi^{\prime} 680^{\circ} \varepsilon \quad \$$ | \％6とโOZくをち80＇0 | Hes！odenew |
| 0ガ6ちでカ9「 | \＄ | 9t＇S99＇ZI \＄ | S0＇098＇8 \＄ | 9t＇S99＇zT \＄ | \％LZ60SI6SヤE＇0 | əadusew |
| 七L＇ZL6＇عとて | \＄ | 68＇ZSO＇8I \＄ | て「＇9โ6＇น | 68＇ZSO＇81 \＄ | \％6SZTSSOE6t＇0 | plolyus．ew |
| $90^{\circ} \downarrow \angle 0^{\prime} \downarrow \angle L$ | \＄ | で＇นยヵ＇とし \＄ | L5＇598＇8 \＄ |  | \％9とIS62899E＇0 | 48nosoquew |
| 88＇દてI＇$\varepsilon$ ¢ | \＄ | 8L＇SSS＇て \＄ | 86＇989＇$\tau$ \＄ | 8L｀SSS＇て \＄ | \％0Z9sz08690＇0 | uousw |
| 七ع＇6Iカ＇¢9I | \＄ | 切 E9L＇てI \＄ |  | 切 $89 L^{\prime}$＇z | \％ZL9ZT6S8カE＇0 | peayวqıew |
| عโ＇$\angle \angle \nabla^{\prime}$＇ 2 ¢ | \＄ | 88．856＇力て | $\varepsilon S^{\prime} \downarrow \angle \dagger^{\prime} 9 \tau \quad \$$ | $88^{\prime} 856^{\prime} \downarrow$ 亿 | \％Z00ヶ699189＇0 | plolysuew |
| 96＇ZヤS＇6 | \＄ | てと＇9とL \＄ | 20．98t | てع＇9とL \＄ | \％力99001t0zo |  |
| 98＇tてI＇tてZ | \＄ | 欧 $190{ }^{\prime}<\tau$ | \＆9＇โ9Z＇นโ \＄ | $\downarrow \varepsilon^{\prime}$ T90＇$\angle 1 \quad \$$ | \％OtIZヤL6S97＊ | uәpıew |
| 2L＇9TL｀OTL | \＄ | 69＇ZヤS＇8 \＄ | SL＇8E9＇s \＄ | 69＇27S＇8 \＄ | \％690ャSIE\＆とで0 | platjuut 7 |
| Lで8もE＇SSL | \＄ | カで18て＇8S \＄ | LS＇69t＇88 \＄ | 七で18て＇85 \＄ | \％力SIS6SLI6S＇I | uu＾7 |
| EL＇で6＇06 | \＄ | 26．910＇L \＄ |  | 26．910 L \＄ | \％0SSOtt916T＇0 | 8．nquaun7 |
| $\dagger 9 \cdot 98 \varepsilon^{\prime} \dagger$ ¢ $\tau$ | \＄ | 2S．ObI＇IT | $6 \downarrow^{\circ} \varepsilon \varsigma \varepsilon^{\prime} L$ \＄ | ZS．0ヶT＇IL | \％809599ztoéo | Molpn7 |
| 00＇EヶO＇98t | \＄ | 91＇ZOS＇LE \＄ | と6＇モSL＇力て \＄ | $9 \mathrm{I}^{\prime} \mathrm{ZOS}^{\prime} \angle \varepsilon \quad \$$ | \％06Ltくもでてで「 | ॥Рмо7 |
| โ¢＇986＇โ七T | \＄ | 切SS6＇0I \＄ | $0 \chi^{\prime}$ LEて＇L | It＇SS6＇OL | \％L0Z80Iz66z＇0 | мореаш8ио 7 |
|  | \＄ | 90＇tZ8＇E \＄ |  | $90^{\prime}$ LZ8＇$\frac{1}{}$ \＄ | \％t0t $265 E t 010$ | บотํํำ |
| L6．08I＇2S | \＄ | 81＇920＇t \＄ | SS＇LS9＇乙 | 81．920＇t \＄ | \％5826［9660t＇0 | uposu！ 7 |
| $88 . \downarrow 9 \varepsilon$ | \＄ | ST．82 \＄ | $85^{\circ} 8 \mathrm{~L}$ | SI．82 \＄ | \％902689 $0000^{\circ}$ | иарイə7 |
|  | \＄ | 60＇0t9＇81 \＄ | OL＇EOE＇乙I \＄ | 60．0t9＇81 \＄ | \％OTtカて6060s＊0 | บ๐มชบ！xว7 |
| 加＊09L＇8L | \＄ |  | 9ヵ・5S6 \＄ | $2 s^{\prime} \angle t t^{\prime} \tau \quad \$$ | \％LてZで七を56を0＊0 | मววәләา |
| LO＇ $\mathrm{O}^{\circ} 0^{\prime} \mathrm{S}$ LE | \＄ | 09＇ャを6＇8z \＄ | LL＇860＇6I \＄ | $09^{\prime} \downarrow \varepsilon 6^{\prime} 82 \quad \$$ | \％80L0عSz06L＇0 | دอุรu！ |
| E8 $\square^{\circ} \angle \varepsilon^{\prime} 9 \angle$ | \＄ | 七6＇Z68＇S \＄ | $\varepsilon L L^{\prime} 688^{\prime} \varepsilon \quad \$$ | 七6＇Z68＇S \＄ | \％力で19ヶ609t．0 | xoual |
| 65＇60t＇七6 | \＄ | $66^{\circ} \mathrm{ZSO}{ }^{\circ} \mathrm{L}$ | Sヤ＇SS9＇t \＄ | $66^{\circ} \mathrm{ZSO}{ }^{\prime} \mathrm{L}$ | \％08Et6z9z6r＇0 | 1วヶรวง！วา |
| 66＇Z80＇ZL | \＄ | 6L＇t9S＇S \＄ | ST＇TL9＇є \＄ | 6L＇I9S＇S \＄ | \％8ヶE8L06IST＇0 | 207 |
|  | \＄ |  | 58＇L6く＇9โt＇z \＄ | 6I＇SEt＇T99＇ع \＄ | पั｜及 |  <br>  |
| 1－301 |  |  |  <br>  şuauked＜－z sıea入 | zuamked I dean |  |  |



| £9＇TLE＇tठ | \＄ |  | ع8＇6Sて＇ح | £9＇દてヤ＇દ \＄ | \％โt9tsose60＇0 | suepa |
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| LO＇0とE＇s9 | \＄ | ヤL＇OヤO＇s \＄ | £て＇してを＇£ | 七L＇Oto＇s \＄ | \％9t8てtL9LEt＇0 | 28ueno |
| LS＇9わて＇し | \＄ | 81．96 \＄ | $66^{\circ} \mathrm{E} 9$ | 85．96 \＄ | \％0\＆Z6929z00＇0 | шeчye0 |
| で＇ 26 ¢＇9 $^{\text {c }}$ | \＄ | L0．918＇乙 \＄ | 08．858＇t | L0＇918＇乙 \＄ | \％L889IT69L0＇0 | s．fnig xeo |
| てع＇SZ6＇t9โ | \＄ |  | 8L＇9力て＇8 | S8＇E6t＇てI \＄ | \％とโゃて8てZてぃを＇0 | poomion |
| LS＇089＇0とโ | \＄ | $90^{\circ} \mathrm{E80} 0^{\prime 0} \mathrm{OL}$ | 6t＇SS9＇9 | 90＇E80＇0I \＄ | \％LI8tS8ESLで0 | IIJMON |
| L9＇0Ls＇9I2 | \＄ |  | t8＇6て0＇ı | 81＇0TL＇9 ¢ \＄ | \％990tを8を95ヶ＇0 | Uoyon |
| 16．092＇L | \＄ | 七で095 \＄ | 6L．698 | 七で09s \＄ | \％ttSotocsto | P｜əฺบ\％ |
| 8て＇696＇દとโ | \＄ | Z8＇9とع＇01 \＄ | 66＇278＇9 | Z8＇9とを＇01 \＄ | \％SをL6SIEて8て＇0 |  |
| しでと96＇ャัโ | \＄ | 七E＇0L8＇8 \＄ | ZO＇SS8＇S \＄ | 七ع＇0L8＇8 \＄ | \％sでIt9でっで0 | 48nosoqy\％on |
| 06＇LIS＇9SZ | \＄ | 切＇26L＇61 \＄ | とع＇†90＇$\varepsilon 1$ | 切＇26L＇6L \＄ | \％89S6t9S0ts ${ }^{\text {co }}$ | uotdweypon |
| 98＇EL6＇8L | \＄ | 二ナ＇E60＇9 \＄ | OT＇ZZO＇t \＄ | $\angle \downarrow$ ¢ 60 ＇9 \＄ | \％0Z80とてt991＇0 | Su！pezy чヤon |
|  | \＄ | 七ع＇8SS＇乙 \＄ | 89＇889＇乙 \＄ | 七ع＇8Ss＇乙 \＄ | \％ちZ6SZL8690＇0 | P1P！y00ля प\％0N |
| て6＇LLて＇Z0E | \＄ |  | $\angle 8^{\prime}+6 \varepsilon^{\prime} \mathrm{ST}$ |  | \％8206S66989\％ |  |
| くヤ＇ย6て＇£I2 | \＄ | てع＇LSt＇9L | ع6＇Z98＇0才 \＄ | てع＇LSt＇9 | \％LSOELLt6ttro | ләлориヲ ЧдวО |
| นて＇E0L＇て9 | \＄ | $\angle 8^{\prime}$＇SS＇てI \＄ | 6ع＇98て＇8 \＄ |  |  | swep $\downarrow$ чдоN |
| 85＇SLE＇ても | \＄ | 29＇69て＇${ }^{\text {c }}$ ，\＄ | LT＇8SI＇乙 \＄ |  | \％とてヤ886て680＇0 | Kiunoj Y｜Opon |
| 9でくTく‘9Z | \＄ | St＇L90＇て \＄ | 0L．09̌＇し \＄ | Sャ＇โ90＇て \＄ | \％S6LLLOE9S0＇0 | 니OHON |
| L9＇ESL＇8Lt | \＄ | عL＇6E6＇9E \＄ | 69＇Z8を＇七て \＄ | عL＇6E6＇9¢ \＄ | \％L8ヤS988800＇$\tau$ | Lo\M ${ }^{\text {N }}$ |
| てヤ＇888＇LEI | \＄ | Iて＇6E9＇OI \＄ | $65^{\prime} 270^{\prime} \mathrm{L}$ | Iて＇6E9＇0才 | \％SEt8tLS06て＇0 | Hod／unqMan |
| 七でらで＇9 | \＄ | 9く， 66 t －\＄ | とでடて¢ \＄ | 9L＇96t \＄ | \％ZLEOOtSELO＇0 | AnqqMan |
| OS＇โ9\％＇し | \＄ | 29.68 \＄ | SI．6S \＄ | 29.68 \＄ | \％0099く切てO0＇0 | majes MaN |
| LI＇E9s＇し | \＄ | 19．0ZT \＄ | 19＇6L | I9．02T \＄ | $\% S 560 t 62 \mathrm{E} 000$ | 48nosoqusew Man |
| 89\％6ع9 | \＄ | 9と．6t \＄ |  | 98．6b | \％95008ヤをL00＇0 | әวıu！esg Man |
| 98＇โ $\left\llcorner L^{\prime} 0\right.$ OT＇ป | \＄ | SS＇ELt＇98 | てع＇8LO＇LS \＄ | SS＇ELt＇98 \＄ | \％I89T6E＜I9E＇z | pıojpag man |
| t0＇LZI | \＄ | 08.6 | Lt＇9 \＄ | 086 | \％69TLL9Z000＇0 | profys ${ }^{\text {MaN }}$ |
| Sع＇06T＇\＆દて | \＄ | ES＇Z66＇LI \＄ | Lて＇9L8＇II \＄ | ES＇Z66＇LI \＄ | \％LLLE90ヶt6t＇0 | шечрәәN |
| と๕＇てLE＇Z9I | \＄ | ヤع＇8てら＇で | 動69て＇8 \＄ | 七ع＇8ZS＇てI \＄ | \％68ちてOくさてもを＇0 | Yว！ |
| £と＇60ع＇حS | \＄ | 60．9ع0＇t | 60＇t99＇z \＄ | 60＇980＇t \＄ | \％ち6でてZとZOLT0 | ฉコววnұuen |
| カ9＇698＇9 | \＄ | E9＇LOE＇น \＄ | 91．658 \＄ | E9＇LOE＇L \＄ | \％6STL6ヵSsE0＇0 | queqen |
| 98.28 | \＄ | 6ع＇9 \＄ | で＇も | 6ع＇9 \＄ | $\% 8 ヤ 097 \angle$ T000 0 |  |
| OEOLI | \＄ | โS＇8 \＄ | 29.5 | TS 8 \％ | \％00ttzをZ 0000 | Namostuow |
| 95＇666＇工 | \＄ | 8でもSI \＄ | 七8＇t0L \＄ | 8でもSI \＄ | \％LTOLEIZて00＇0 |  |
| 09＇828＇Eโ | \＄ | 66．990＇ป \＄ | $82^{\circ} \mathrm{tOL}$ 行 | 66．990＇ธ \＄ | \％L6sztot6zoo | ansepuow |
| 65＇880＇09 | \＄ |  | $8 z^{\prime} 090 \times \varepsilon$ ¢ | てع＇9£9＇t \＄ | \％9008SZ992T＊0 | uosuow |
| 99＇87 | \＄ | SL＇E \＄ | $8 \mathrm{t}^{\prime} \mathrm{Z}$ | SL＇E \＄ | \％ZEESZOT000＇0 | zosuow |
| 68．850＇L91 | \＄ | S6＇688＇て，\＄ | £て＇805＇8 \＄ | S6．688＇て ${ }^{\text {¢ }}$ | \％690ع9t0zse＇0 | บoํ！ W |
| นع＇8ャ6＇乙 | \＄ | 6がLてZ \＄ | 9I＇OSI \＄ | 6ヶ゙くてZ \＄ | \％60z0とIz900＇0 | ว｜｜111！ |
|  | \＄ |  | 58＇L6く＇9ヶカ＇z \＄ | 61＇SE¢＇โ99＇$\varepsilon$ \＄ |  |  <br>  |
| 12701 |  |  |  <br>  sұuamAed L－Z sıeaд | zuamAed $\tau$ dean |  |  |

[^3]| Z8＇\＆ऽ9＇も¢ | \＄ | 切SOT＇8T | 08＇056＇t | 如SOT＇8L \＄ | \％st8を06tt6t＊ | чכ！mpues |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OZ＇E86 | \＄ | 98＇SL \＄ | LO＇OS \＄ | 98．SL | \％てヤT6TLOZ00＊ | plous！pues |
| 6t＇LSI＇SI | \＄ | 90＇691＇ธ | 99＇TLL \＄ | 90＇691＇ธ \＄ | \％STZ0626IEO＇0 | Nunqs！es |
| 0て＇T08＇96\％ | \＄ | 29＇006＇zて \＄ | 七6．SIt＇s ${ }^{\text {d }}$ | Z9．006＇Zて \＄ | \％LETくヵらヶらで＇0 | majes |
| 8z＇Z08＇s | \＄ | 69＇ 2 加 | LS＇562 \＄ |  | \％z9szLzてzโ0＊0 | puepany |
| 10＇989 | \＄ | で＇St \＄ | カ8．62 \＄ | てでSt | \％8668tをてT00＇0 | \｜วssny |
| カโ゙ヤ86 | \＄ | E6＇SL | てT｀OS \＄ | E6＇SL \＄ | \％IE06ELOZOO＇0 | uorsjenoy |
| 9S＇t8E＇9 | \＄ | 29＇26t | 9「＇ऽてを \＄ | 29＇26t \＄ | \％OSOEャS七EL0＊0 | 人ајмоу |
| 6S＇SOS＇LI | \＄ | SL＇L88 \＄ | L6．S8S \＄ | SL＇L88 \＄ | \％L6E6SちでてO＊ | әмоу |
| Et＇00t＇9s | \＄ | SL＇LSع＇t \＄ | St＇ZL8＇て \＄ | SL＇TSE＇t \＄ | \％9889を588โᄃ | Hodyjoy |
| Lて＇6s9＇tナT | \＄ |  |  | 七9＇โ9T＇น | \％858โعヤ8ヤ0¢＇0 | pue｜＞＞0y |
| LS＇S9I＇LE | \＄ |  | ¢て＇L8S＇七 \＄ | $89^{\prime} \dagger 0 \downarrow^{\prime} \tau \quad \$$ | \％E96LS ${ }^{\text {c }}$ S90＇0 | 1215ayjoy |
| Z8＊ヶSt＇9I | \＄ | 29＇69て＇し \＄ | 七0．888 \＄ | 29．69て＇工 \＄ |  | риошบग！ |
| LI＇t60＇$\frac{1}{}$ | \＄ | Eャ＇TLO＇tて | Sc：806＇ 1 L \＄ | عヤ＇TLO＇tて | \％8LEt96ちSLS 0 | әдалау |
| โが69て＇9 | \＄ | てع＇s¢て＇ป \＄ | 65：878 \＄ | てع＇ssz＇ป \＄ | \％9Sて8ヤ8てもE0＇0 | प70q0чz\％ |
| カでして6＇9ヶT | \＄ | てがしてO＇6 \＄ | ヤL＇tS6＇S \＄ | てがしてO＇6 \＄ | \％ャてOE06を9ャで0 | Iuppeay |
| 88 ＇tol＇s | \＄ | E9＇80L＇乙 \＄ | $\angle 8 \cdot \angle 8 L^{\prime} \tau$ | ع9＇80L＇乙 \＄ | \％L99TLL6ELO＇0 | meyukey |
| ¢8＇986＇99\％ | \＄ | ES＇088＇てI \＄ | t0＇Z0S＇8 \＄ | £¢088＇てT \＄ | \％EOTI68LISE 0 | 4dopuey |
| 89＇869 ${ }^{\prime}$＜8t | \＄ | L6＇629＇＜ 2 \＄ | ¢て＇8モ8＇tて \＄ | โ6＇6て9＇LE \＄ | \％と6をร9عLLZO＇ | 人כunno |
| S $L^{\prime}$＇$\angle \nabla^{\prime}$＇$\square^{\prime}$ | \＄ |  | $90 \cdot \varepsilon 9 \tau^{\prime} 乙$ 年 \＄ | $\bigcirc 0^{\circ} \angle L Z^{\prime} \varepsilon \quad \$$ | \％LTOSTOS680 ${ }^{\circ}$ | UMOłəכu！ $10{ }_{\text {d }}$ |
| 0t＇โ9t＇t | \＄ | とで切を \＄ | てでくてて \＄ | とで竌 | \％866ST0t600＇0 | นоұәวu！dd |
| 99＇Z08＇ャโ | \＄ | 切てカでし \＄ | $68 . \varepsilon$ L 4 | カでてカでし \＄ | \％عてI6と6โİ0＇0 | uozdun／d |
| 88＇sても | \＄ | 98＇てを \＄ | 69＇โて \＄ | 98＇Zと | \％999ヶL68000＇0 | A̧unos ypnowikid |
| 88＇工ヤO＇60S | \＄ | L८＇9Lて＇6を \＄ | SZ＇SZ6＇SZ \＄ | TL＇9LZ＇6E \＄ | \％て6切とLLZLO＇$\tau$ | 47now／id |
| 00＇tzo＇s | \＄ | SI＇ZOL＇Z | 09＇E8L＇亡 \＄ | SI＇ZOL＇乙 \＄ | \％力Sโt008ELO＇0 | ว！！ıu！eld |
| S9．9とて | \＄ | 9で8ı \＄ | S0＇zI \＄ | 9781 | \％力T6986ヶ000＇0 | plofuleid |
| 8て＇60L＇LtS | \＄ | Iて＇09て＇ても | $9 \mathrm{~S}^{\prime}+68^{\prime} \angle$ 亿 | で＇09て＇で | \％LE66L6ItSI＇ 5 | ploystyld |
| ¢ $\varepsilon^{\prime}$ 068＇L | \＄ | 98．S訨 \＄ | Lで96 \＄ | 98＇SカT \＄ | \％9ヶ9sE86E00＇0 | M015d！1114d |
| E6＇18s＇L | \＄ |  | ヤT゙98を \＄ | LO＇S8S \＄ | \％と¢ъSLL6ST0＊O | meys．apad |
| 78．97S | \＄ | 6I＇zt \＄ | $58 . \angle Z$ \＄ | 6でても | \％ع09をZSILOO＇0 | $n{ }^{\text {nad }}$ |
| LS＇ $258{ }^{\text {¢ }}$ ¢ | \＄ | $08^{\circ} \downarrow \angle \varepsilon$（ \＄ | $6 \varepsilon^{\prime} \angle \triangleright Z$ \＄ | 08＇もLE \＄ | \％عITE9をZOLO＊ | $\\|$ Inaddad |
| 8ع＇と8L＇09T | \＄ | ヤく＇S0カ＇で | 29．88I＇8 \＄ | tL＇SOt＇てI \＄ | \％6ヶて8てZ88をと＊ | ayosquerd |
| しでもくでしI | \＄ | 8I＇298 \＄ | 0T．69s \＄ | 81＇298 \＄ | \％9ャて9くゅsとて＊＊ | weylad |
| ヤて＇LO6＇6をE | \＄ | 09＇92て＇92 \＄ | โع＇โโદ＇LT | 09＇92て＇92 \＄ | \％LZ982629Tぐ0 | Apoqead |
| カ6＇L9t＇s | \＄ | とが訳も \＄ | $\angle$ I＇8LZ \＄ | ど＇しても | \％0んャ00TSIITO | uopxed |
| عと＇8S6＇9L | \＄ | 96＇LE6＇S \＄ | St＇6T6＇$\frac{1}{}$ \＄ | $96 . \angle \varepsilon 6^{\prime} \mathrm{S}$ \＄ | \％6SZLSLIZ9T0 | damed $^{\text {den }}$ |
| 七9＇Z98＇015 | \＄ | S6＇ESS＇8 \＄ | 81＇9t9＇s \＄ | S6＇ESS＇8 \＄ | \％6โ062て9をとで0 | p．ojxo |
|  | \＄ | カโ＇62T \＄ | 七で 58 \＄ | カT＇6てT \＄ | \％6L0692SE00＇0 | S！ 10 |
|  | \＄ | 6T＇set＇t99＇E \＄ | 58＇โ6く＇9ヶヵ＇z \＄ | 6г＇SEヶ＇T99＇$\varepsilon$ \＄ |  | quәuKed Kq＇spun」 ұuәسəұeq甘 <br>  |
|  |  |  |  <br>  sұuәuんed L－Z sıea入 | JuamAed I Jean |  |  |

[^4]| عて＇ESt＇t | \＄ | 09＇と昛 \＄ | 5 | 08．9zて \＄ | 09＇દ๖¢ \＄ |  | puzsumol |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OT＇$โ$ ¢8＇$¢ \varepsilon$ | \＄ | 68＇โI9＇乙 \＄ | 5 | てO＇ャてく＇し | 68＇นับ＇乙 \＄ | \％9t90Sをとt $0^{\circ} 0$ | playsdol |
| とヵ－c9\％ | \＄ | $87^{\circ} 02$ | 5 | Zs＇$¢ 1$ | $80^{\circ} 02$ \＄ | \％0¢s¢6ss000＇0 | pue\｜O1 |
|  | \＄ | ع6＇9とか＇乙 \＄ | ＋ | 七S＇809＇t \＄ | ع6．9とt＇乙 \＄ | \％ETL995S990＇0 | Aınqs：1 |
| 60＇Z68＇6IL | \＄ | S9＇0SZ＇6 \＄ |  | S0＇90I＇9 \＄ | S9＇0sz＇6 \＄ | \％LLt80s9zsz＇0 |  |
| 81＇656＇L | \＄ | で・โ9 \＄ | \＄ | $98^{\circ} \mathrm{SOt}$ | で＇もโ9 \＄ | \％062szLL9I0＇0 | uotajdual |
| 09＇とદ＇†て9 | \＄ | $0 t^{\prime}$ ZLI＇8t ${ }^{\text {d }}$ ， | \＄ | 00＇ $26 L^{\prime}$ т |  | \％LLS8699SIE＇$\tau$ | uozune 1 |
| OでSOカ＇8カโ | \＄ | 99＇0St＇tI \＄ | 5 | OZ＇85S＇L \＄ | 99．0St＇IT \＄ | \％L6E0LELZIE＇0 | easuems |
| 10＇8L6＇zعI | \＄ | EE＇097＇0I \＄ |  | OS＇ZLL＇9 \＄ | દと＇09て＇01 \＄ | \％68ち0LてZ08で0 | मoosdurems |
| Lて＇0S9＇18 | \＄ | 86．66て＇9 \＄ |  | 切8SI＇t \＄ | 86＇66て＇9 \＄ | \％9でTE90てくİ0 | uouns |
| L8＇ 1 LL＇8 | \＄ | カで彻＇し \＄ | － | 6て＇દS6 \＄ | カで切がし \＄ | \％LZISttt6と0＇0 | puepapuns |
| S8＇EtS＇Z6 | \＄ | Ts＇0ヶt＇L \＄ |  | Iて＇$¢$ L＇t | LS OカT＇L | \％力T8と6TOS6T0 | Nunqpns |
| S6． LE9＇8S $^{\text {S }}$ | \＄ | $6 \varepsilon^{\prime} \downarrow$ ¢ ${ }^{\prime} \downarrow$ \＄ |  | 0ヤ＇986＇乙 \＄ | $6 \varepsilon^{\prime} \downarrow$ ¢＇t $\dagger$ \＄ | \％LSS889SEZT＇0 | 28p！uqunts |
|  | \＄ | とでIてを | S | とO＇てIて \＄ | とでしてを | \％089とELL800＇0 | MOTS |
| てع＇S00＇8ヤT | \＄ | โ8＇6โヤ＇โI \＄ |  | ヤ8＇LES＇L | โ8＇6โカ＇II \＄ | \％9ZLEt68tIE＇0 | uoty ${ }^{\text {InolS }}$ |
| £で $\left\llcorner\varepsilon て^{\prime} 6 L\right.$ | \＄ | 6L＇EII＇9 \＄ |  | IS＇SEO＇t \＄ | 6L＇ELI＇9 \＄ | \％80608L6991＇0 | meyauols |
| Lで08E＇ь | \＄ | $\angle 6 . \angle \varepsilon \varepsilon$, |  | $80^{\circ} \mathrm{zz} \mathrm{\%}$ \＄ | $\angle 6 \cdot L \varepsilon \varepsilon \quad \$$ | \％8tosoez6000 |  |
| L6．9とع＇6 | \＄ | Zr＊OZL \＄ |  | $\varepsilon S$ S $\angle t \rightarrow$ | で0ZL | \％0Z96s $96610{ }^{\circ}$ | Su！nais |
| 9ع＇โ68＇乙 \％9＇น | \＄ | 18．066＇SZI \＄ |  | Sع＇Z9I＇ 88 \＄ | I8＇066＇SZI \＄ | \％OLEカてZOTカカ＇$\varepsilon$ | playPuplds |
|  | \＄ | 七8＇モセL |  | 86．06t | t8．EャL \＄ | \％Sャ6とsteozo 0 | Jəכuads |
| 00＇278＇L | \＄ | L0＇509 \＄ |  | 6ع＇668 \＄ | L0＇S09 \＄ | \％0T6SSZS9to o | Yว！M૫7nos |
| L8＇S06＇LEL | \＄ | SS＇0t9＇0I \＄ |  |  | 5S．0t9＇01 \＄ | \％てI8ヵIL906で0 | a8pıqquınos |
| 6ガ6カT＇عOL | \＄ | 28．856 ${ }^{\prime} \mathrm{L}$ |  | ¢ع＇દऽZ＇s \＄ | $28^{\prime} 856^{\prime} \mathrm{L}$ | \％98t889をLLで0 | 483nosoquınos |
| 6S＇Z2L＇9を | \＄ | St＇$¢$ ¢8＇乙 \＄ |  | 92＇0L8＇工 \＄ |  | \％と66T98ELLOOO | uordweyznos |
| Lて＇660＇9SI | \＄ | てどヤサ0＇で |  | $90^{\circ} 0{ }^{\circ} 6^{\prime} \mathrm{L}$ | てどカーべで \＄ | \％Z9680S682を＇0 | ＾аррен чłnos |
| L6＇とI8＇z92 | 5 | Eて＇8Lて＇OZ \＄ |  | $66^{\circ} \downarrow 8 \varepsilon^{\prime} \varepsilon \tau \quad \$$ | £で8Lて＇0Z \＄ | \％6SLLZE8ES5＇0 | ว！ınamos |
| Oで069＇6EL | \＄ | Eて＇8LL＇OI \＄ |  | ¢ع＇ヤII＇L \＄ | とて＇8LL＇OT \＄ | \％ZS9LILEt6z＇0 | tosıamos |
| 88＇966＇91 | \＄ | St＇LIE＇ป \＄ |  | t9＇S98 \＄ | Sヤ＇LIE＇T \＄ | \％9TS8LI8SE0＇0 | Ninqsainus |
| Sヤ＇Z80＇LOE | \＄ | 06＇ 669 ＇ 2 \％\＄ |  | 9¢＇6દ9＇SI \＄ | 06＇E69＇દ \％\＄ | \％8ELSOZTLt9 0 | Nunqsmajus |
| Lて＇9¢を＇乙 | \＄ | 08＇181 \＄ |  | 00．0ZI \＄ | 08＇L8I \＄ | \％9ZOtS96t00＇0 | Аํㅣㄴㅣ |
| $\angle て ゙ \angle\rangle \tau^{\prime} \angle T$ | \＄ | S0＇$๕$ をદ＇ป \＄ |  | 0ع＇ 218 \＄ | ¢0＇દてદ＇น \＄ | \％9L9LっET9E0＇0 | usoqjays |
| 6でヤT6＇9 | \＄ |  |  | ヤでZSE \＄ | 6t＇EとS \＄ | \％ヤE090LSカT0＇0 | auınq｜ays |
| OS＇6SI＇$\varepsilon$ | \＄ |  |  | 16．09I \＄ | $8 L^{\circ} \mathrm{E}$ 㲸 \＄ | \％とヤ90859900＇0 |  |
| 0ヤ＊6ヤ8＇6カโ | \＄ | OT＇Z9s＇II \＄ |  | 9 9＇tE9＇L $^{\text {a }}$ | 0T＇Z9S＇IT \＄ | \％98てヤ08LSTEO | voreys |
| 66＇06L＇LSI | \＄ | S8＇もくて＇てI \＄ |  | てて＇9と0＇8 \＄ | ¢8＇tくI＇zI \＄ |  | yuoyazs |
| 00＇868’98โ | \＄ | 0く゚Oてヤ＇ロI \＄ |  | 29．8Ts＇6 \＄ | 0く゚OZカ＇カて | \％TLE9ES886と＇0 | อృепサว |
| とヤ＇668＇t | \＄ | E0＇8LE \＄ |  | £S＇6ヵて \＄ | £0＇8LE \＄ | \％SO99tてEOTO＇0 | Rones |
| 8L＇8S0＇8ST | \＄ | ZS＇S6I＇ZI \＄ |  | 98＇670＇8 \＄ | て¢＇S6I＇zI \＄ | \％s9zz080عとを＇0 | snines |
| 18＊ $299^{\prime} \mathrm{ESt} \dagger^{\prime}$ ¢ | \＄ | 6r＇SEt＇L99＇E \＄ |  | 58＇L6く＇9โヤ＇z \＄ | 67＇SEt＇t99＇$\varepsilon$ \＄ |  |  <br>  |
| ［ 12301 |  |  <br>  sұuәuked ST－8 sıea入 |  |  <br>  stuamied L－Z sıea入 | zuawhed I dean |  |  |

[^5]| カ0＇ヶT6＇カT | \＄ | Ts＇0st＇t |  | โヵ＊6SL | LS＇OSI＇T \＄ | \％てててとてZちTと0＇0 | Арадечм |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| โع＇8てt＇892 | \＄ | てガしTぐoて |  |  | でしLLL＇OZ | \％98L6E9959S＇0 | чұпошлам |
| 91＇S6L＇LEL | \＄ | L0＇て\＆9＇01 |  |  | โ0＇z¢9＇01 \＄ | \％力80E8LE06で0 | роomisom |
| LT＇80t＇¢とโ | \＄ | てS＇E6て＇0T |  |  | てs＇と6て＇01 \＄ | \％6LTSをとtI8で0 | Hodzsam |
| 18＇โ66＇901 | \＄ | 6て＇ssz＇8 |  | to＇6tt＇s | 6て＇ssz＇8 \＄ | \％とてE859tszz＇0 | uotsam |
| 98＇6SL＇0L | \＄ | Lで0¢8 |  | $66^{\circ}$ LtS | โて＇0¢8 \＄ |  | dכısu！umzsam |
| ع0＇โ9t＇6 | \＄ | 66.62 L |  | S8．18t | 66．6ZL \＄ | \％I86ELE66T0＇0 | uotdueyzsom |
| ZO＇ZIS＇6Eโ | \＄ | $88^{\prime} 79 L^{\prime} 0 \tau$ |  | 8 8＇SOT＇L $^{\text {S }}$ | 8 8＇t9L＇OI $^{\text {¢ }}$ | \％ 1 I8Z966を6て＇0 | рлодяам |
| 8ع＇0Lて＇0tを | \＄ | 88＇6E6＇とZ |  | Z6＇L08＇SI \＄ | 88．6E6＇EL \＄ | \％69958E8E59＇0 | pla！nsam |
| عと＇809＇0ヤて | \＄ | 88＇t99＇8T |  | $90^{\circ} \mathrm{tSz}$＇zI \＄ | $88^{\prime}$ t9s＇8i \＄ | \％692t8e0 0 S 0 | 48nosoqısam |
| て9＇902＇t | \＄ | ST「E9E |  | โL＇6モて \＄ | ST＇$¢ 9 \varepsilon$ \＄ | \％ち8tを8โ6600＇0 | AnqS $\perp 1+50 \mathrm{M}$ |
| 9L゙んも¢＇し | \＄ | 66．EOL \＄ |  |  | $66 \cdot$ ¢0L | \％ちtST0ヤ8200＇0 |  |
| 七ع＇96s＇6して | \＄ |  |  | ع6＇$\cdot 8 \mathrm{l}^{\prime} \tau \tau$ |  |  | platfou！ds 750 M |
| 6S＇LZT＇t | \＄ | 8t＊8LE \＄ |  | ですごて \＄ | 8t＇8LE \＄ | \％0951869800＇0 | AuqMan 753 M |
| L8＇808＇乙 | \＄ | EL＇912 \＄ |  | S0＇EヵT \＄ | عL＇9IL \＄ | \％99856T6500＇0 |  |
| S6＇Z79＇69 | \＄ | てら＇$\llcorner$ Lع＇S \＄ |  |  | ZS＇$\varepsilon \angle \varepsilon^{\prime} \mathrm{S}$ \＄ |  | ланемаรррия 7 sam |
| 98＇zてO＇8S | \＄ | と6．9Lt＇t \＄ |  | $80^{\circ}$ SS6＇Z | ع6＇9 $\left.\square^{\prime} \nabla^{\prime}\right\rangle$ \＄ | \％ع999zLzてzT「0 | Lots／109 750 M |
| くヤ＊OZを＇S | \＄ | 2S．0工t |  | $\angle 6^{\circ} 0 \angle Z$ \％\＄ | 2s＇0It \＄ | \％6026ILてIL00 | шечиам |
| S9＇86ヵ | \＄ |  |  | Oヵ＇SZ \＄ |  | \％SIZ80S0T00＇0 | пәриам |
| 96．689＇七ع | \＄ | 㰤がて |  | S6＇Eโ9＇ | カて＇S切＇て \＄ | \％Lโち808L990＇0 | тәа！нㅍㅆ |
| 9s＇zてع＇8てZ | \＄ | 七6．9โ9＇＜I \＄ |  | 9ع＇8て9＇ı | カ6．919＇LI \＄ | \％ZL6E8ちTI8ヤ＇0 | ヘə｜รจ｜｜ว ${ }^{\text {a }}$ |
| 08＇TくI＇ロIT | \＄ | 82＇608＇8 \＄ |  | LL＇ヤT8＇S \＄ | 8て＇608＇8 \＄ | \％ちt9を9650ヶで0 | ләряqам |
| £S＇T06＇t0T | \＄ | Es＇Z98＇L \＄ |  | 6L＇68T＇s \＄ | ع¢＇ $298{ }^{\prime} \mathrm{L}$ | \％9ヶ668をLかてで0 | puej＾eM |
| ヤT＇8LS＇0てT | \＄ | 85＇E0ع＇6 \＄ |  | 66．0ヤT＇9 \＄ | $85^{\prime}$ ¢0ع＇6 \＄ | \％عtLs960t5z＇0 | лаұем |
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## City of Gardner - Executive Department

Mayor Michael J. Nicholson

February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Notification of City Involvement in Opioid Lawsuit Settlement - Teva
Dear Madam President and Councilors,
As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

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

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

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

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


Michael J. Nicholson Mayor, City of Gardner

Exhibit K
Subdivision and Special District Settlement Participation Form

| Governmental Entity: Gardner city | State: MA |
| :--- | :--- |
| Authorized Signatory: Mayor Michae1 J. Nicholson |  |
| Address 1: Gardner City Ha11 |  |
| Address 2: 95 Pleasant St | 01440 |
| City, State, Zip: Gardner | Massachusetts |
| Phone: 978-630-1490 |  |
| Email: mayor@gardner-ma.gov |  |

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

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.
8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.
12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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

|  | -Docusigned by: |
| :--- | :--- |
| Signature: | Michrael Melidson |
| Name: | Michae1 J. Nicholson |
| Title: | Mayor |
| Date: | $\underline{2 / 13 / 2023}$ |
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\hline £6．$\varepsilon \square S^{\prime} \mathrm{S}$ \& \＄ \& 9＊＊ 9 てt \& \＄ \& \％89ャてヤ08910＊0 \& ррว！нวұรวบว <br>
\hline OS＇ャ6I＇$\varepsilon$ \& \& $\varepsilon L ` S 力 て$ \& \＄ \& \％LてL8289600＊0 \& 」əısəบว <br>
\hline くでてZS \& \& くİOt \& \＄ \& \％9Z90と8SI00＊0 \& әม！บรว૫ว <br>
\hline  \& \& ع6＊ 28 ̌＇$^{\prime} \tau$ \& \＄ \& \％SSITE09EZS＇0 \& еәs｜ə૫） <br>
\hline IT＇6とを＇t0I \& \& 60＊9て0＇8 \& \＄ \& \％8802を979Tど0 \& p．ofswiay <br>
\hline Lて＇T09＇ss \& \&  \& \＄ \& \％L8LSE\＆S89I＊0 \& meyzey <br>
\hline カ8＇もLO＇0T \& \& $66^{\circ} \mathrm{\square}$ ¢ \& \＄ \& \％SOャ6LعS0ย0＇0 \& บоұречว <br>
\hline 69＊20て＇て \& \＄ \& カt＊691 \& \＄ \& \％SZ6S9L9900＊0 \& ұuошวјечว <br>
\hline 96＊S06＇LL \& \& モて＇IES＇S \& \＄ \& \％T06LtS6LTで0 \& ләле亏 <br>
\hline SI＇8SE＇LI \& \& 七でSEદ＇โ \& \＄ \& \％89SカカT92S0＊0 \& ә¢¢！ן］e <br>
\hline Lて＇666＇S6 \& \& SS＇t8E＇L \& \＄ \& \％9980t86062＊0 \& nozues <br>

\hline 00SてZ＇L66＇2を \& \& 七S ${ }^{\prime} 98 L^{\prime}$ LES ${ }^{\prime}$＇ \& \＄ \&  \& \multirow[t]{2}{*}{| ұuəuked Aq＇spun」 quəuəұeqv |
| :--- |
|  |} <br>

\hline słuamked ICłO1 \& \&  \& \& \& <br>
\hline
\end{tabular}




| 99＇STL＇LZて | \＄ | 6S＇9โs＇＜l | \＄ | \％てZ00t£Z069＊0 | mey8u！mex |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 6S＇ヤ8E＇s8 | \＄ | S0＇899＇9 | \＄ | \％てILOOT885て＇0 | 48nosoqxot |
| 8ع＇LE9＇s | \＄ | t9＇とદ $\dagger$ | \＄ | \％980SL80LT0＇0 | ер！！익 |
| 92＇680＇8て2 | \＄ | £と＇SャS＇＜L | \＄ | \％でてもを9とโ690 | 8．nqчว！！ |
| 9s＇sz8＾8Iて | \＄ | ャく＇てと8＇91 | \＄ | \％0て\＆โヤ8てを99．0 | yinowied |
| L6＇659＇t69 | \＄ | $8 \varepsilon \times \varsigma \varepsilon ¢^{\prime} \varepsilon \varsigma$ | \＄ | \％900t06SSOT「て | 1an！y $\mid$ Ied |
| โع＇8てL＇し0โ | \＄ | 6L＇98z＇8 | \＄ | \％Sで9z9を¢9てを＇0 | иәлеч！！е－ |
|  | \＄ | £9＇580＇โI | \＄ | \％ちを58てZ89をヶ＊＊ | मәдวлョ |
| T0＇6とL＇ع | \＄ | Z9＇$\angle 82$ | \＄ | \％L8tをદદદโt0＇0 | xəs53 |
| โع＇6ヶ6＇9โ | \＄ | 6L＇ย0ع＇น | \＄ | \％8てIてSLELS000 | 8บ！ 1 ¢ |
| て $\varepsilon^{\prime} \downarrow \angle 9^{\prime} \tau$ | \＄ | 6L’8てI | \＄ | \％OtSOSLOSOO＇0 | 740แอл83 |
| 09＇9ヶく「9て | \＄ | で＇sso＇て | \＄ | \％てદと6086080＇0 | имодея ${ }^{\text {a }}$ ¢ |
| 8t＇98て＇L8T | \＄ | S9＇90t＇ti | \＄ | \％SISLS89L9S＇0 | u0753］ |
| S8＇t0T＇88 | \＄ | L0＇LLL＇9 | \＄ | \％8ててを9t0L9で0 | u0\％dweylse |
| カع＇t96＇sz | \＄ | £0 $\angle 66^{\prime} \tau$ | \＄ | \％8ZS9T698LO＇0 | meytse］ |
| IL＇t6S＇68 | \＄ | 06＇ 168 ¢ 9 | \＄ | \％と0tをTLSTLで0 |  |
| โ9＊LZL＇ป | \＄ | 68＇てとโ | \＄ | \％6をLs9をzs00＇0 |  |
| عと＇StI＇gL | \＄ | દと＇Lऽ8＇ऽ | \＄ | \％sて8Lヤ080とて＇0 |  |
| Sc＇\＆ऽt＇\＆てT | \＄ | とャ－96ヵ＇6 | \＄ |  | Kınqxna |
| 69＇ZLE＇น | \＄ | 65＇S0I | \＄ | \％t98L09tb00＇0 | әqe？suna |
| 86＇68L＇亡 | \＄ | $69^{\circ} \angle \varepsilon \tau$ | \＄ | \％カカて9乌てtS0000 | Aıunoう sayna |
| てع＇8โ6＇s | \＄ | 9で¢St | \＄ | \％七を 06 ¢6LI0 0 | 人）ıpna |
| と¢＇96ヶ＇＜9 | \＄ | ع0＇26I＇s | \＄ | \％96てL885t0で0 | ұกכeג |
| とโ「くts＇zて | \＄ | $6 \varepsilon^{\prime} \downarrow \varepsilon \iota^{\prime} \tau$ | \＄ | \％ちtโ8てもを8900 | дәлоо |
| 08．8とく＇tS | \＄ | 89．0tz＇t | \＄ | \％عโ9z6I659\％＇0 | se｜Snog |
| ع8＇9ts＇L | \＄ | عऽ＇08S | \＄ |  |  |
| 00＇szz＇โ66＇zを | \＄ | ts＇98L＇LES＇z | 5 |  |  <br>  |
| słuamAed Ieqor |  |  |  |  |  |


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| पכ！Mueh |
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##  <br> 0．0046489576\％

$0.0306151413 \%$ \％LZ6L866L6で0
\％SOZと8008000

\％L6切 $\angle O$ カも $\angle 0^{\circ} 0$
\％Ltt8599と0t．0
\％6828tS60T0＇0
\％カ80んL6てZSガ0
\％カS6SとL8をZ0＊0
\％6TL88LSOZO 0
\％とSLOZカIてカT•0
\％LLてE06L8Lで0
\％LEOSt9TL00．0
\％T9 $28650200^{\circ} 0$
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\％カISを6てZと0000
\％S9をとカIT9とT•0
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0．0347111837\％
$0.4506715894 \%$
Settlement Ex．G Allocation



| くI＇ゅIL＇09て | \＄ | 七6＇tSO「0て | \＄ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 60＊860＇\＆S | \＄ | くガヤ80＇t | \＄ | \％80LOESZ06L0 | 」əヤsu！woəา |
| TL＇0Ss＇ع9 | \＄ | ZS＇888＇t | \＄ |  | xouə7 |
| $8 て ゙ ヤ I T \prime 0 S$ | \＄ | S8＇ع |  | \％08とL6て92610 | 」əұรวગ！วา |
| カI「てT6＇98t |  |  | \＄ | \％8tE8L06IST0 | $2 ว 1$ |
| しLで6「8も | \＄ | 8L゙もSカ＇ $2 \varepsilon$ | \＄ | \％とL6LE88Sくヤ゙โ | วЈиวлмеך |
| SI＇8L6＇8I | \＄ | 98．6St＇ | \＄ | \％SOS8tZSLSO＊ |  |
| 29＊8t8＇$\varepsilon$ | \＄ | S0＇962 | \＄ | \％Z009S99TI | y\％nosoqsəue 1 |
| SL＇TL9＇9 | \＄ | LでとLS | \＄ | \％8508てマて020 | ләұseวue7 |
| Lt＇LLI＇St | \＄ | 6T｀ऽ८t＇$¢$ | \＄ | \％8S08てZてOZO＊0 | ว｜！＾әуе7 |
| عL＇609＇89 | \＄ | 19．しくて＇s | \＄ | \％ELも8LE69を「0 | u07s8u！ |
| 67．918 |  | 292LてS | \＄ | \％0S8SE96LOで0 | чכ！Msd！ |
| 62928 | \＄ | エがく9 | \＄ | \％S82T9S9200＊0 | not8u！fu |
| 09＇26t＇t9 | \＄ | L6．096＇t | \＄ | \％St0Tt8tS6T＊0 | Uotbu！u |
| じ＇L08＇s9 | \＄ | S9 ${ }^{\text {² }}$ 90＇S | \＄ | St\＆て | $\xrightarrow{\text { Hospn }}$ |
| 89＊8てs＇乙 | \＄ | IS＇も6I | \＄ |  | uospnh |
| 6T＊068‘99 | \＄ | 0ヤ＊ |  | \％てLILt992000 | uotspseqqn H |
| SO＇tくて＇St | \＄ | OV | \＄ | \％LEStISLZOZ＊0 | uozu！ydoh |
|  | \＄ | 29＊28ヵ $\varepsilon$ | \＄ | \％SZ8S0とZLET0 | әрерәd |
| 96＊8t8＇8LE | \＄ | カ8＇9てs＇tて | \＄ | \％ZSS6S9ヶ996＊0 |  |
| 29＊ 29 I＇s $^{\text {S }}$ | \＄ | 99＊\＆もて＇t | \＄ |  | ว\OK이 |
| 9 O＇ES8＇L $^{\text {l }}$ | \＄ | OL｀ヤ09 | \＄ | 880カ08をて | uOtS！｜IOH |
| 09＊0ヶع＇LI | \＄ | SE＇ZL8 | \＄ | 880ち08とて | pue\｜OH |
| โ8＇โとع＇0ヵ | \＄ | SガてOL＇と | \＄ | \％6L85tLEtE0＇0 | uәploh |
|  |  |  | \＄ | \％6LOTOSZてZT゚0 | YoodqIOH |
| LI「してて＇し | \＄ | 七6．E6 | \＄ | \％ 290 STOLE00＊0 | әрерsu！H |
| 七S＊S0E＇6ST | \＄ | LでもSて＇てI | \＄ | \％9て9tてL8Z8tº | meysu！${ }^{\text {a }}$ |
| L6．88を | \＄ | 26．62 | \＄ | \％IT006LIT00＊0 | Weyau！ |
| 6L＇88 | \＄ | ع8＇9 | \＄ | \％L0ET692000＊0 |  |
| OS ${ }^{\text {St9 }}$＇89Z | \＄ | 七0 S99＇02 | \＄ | \％S98LE6てヵT8．0 | кәммен |
| 00＊SZて＇L66＇zを | \＄ | tS＇98L＇LES ${ }^{\prime}$ ， | \＄ |  |  |
| squounted lełol |  | $\begin{array}{r} \text { (عZOz } \\ \text { su!มełs) słuəu } \\ \hline \end{array}$ | \＄ |  | quəuked Kq＇spun」 quәuәұeqv <br>  |

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\begin{aligned}
& \text { słuzunked lełOL }
\end{aligned}
$$

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 Ludlow 5
$\sum_{0}$ 5
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0 иотәㅍ！ 7 uㅣכu！ 7
иәрイวา
 Нәдәләך Municipal Allocation of Teva
Abatement Funds，by Payment






 \％0SSOtt9โ6โ＂0 \％809s99てャ0ع•0 1．0242474790\％ \％L0て80Lて66で0 \％ちOTL6SEカOI゚O \％S8Z6โ9660T．0 \％902689 $0000^{\circ} 0$ \％OLちゃて6060s•0




|  | て9̊ヶを \＄ | \％てLE00ャSをโ0 0 | Man |
| :---: | :---: | :---: | :---: |
| TC．L08 \＄ | てİ29 \＄ | \％0099くも七て00＊0 | majes MəN |
| ISL08 \＄ | でての |  | 48nosoqndew M |
| 9 ${ }^{\prime} 980$＇ 9 \＄ | 09＇と8 \＄ | \％SS60ヤ6てと000 | әәд孔и！e」я M ${ }^{\text {maN }}$ |
| てL＇t切 \＄ | てでもを \＄ | \％9S008tをL000 | pıoıpeg M |
| 89＊991＇6LL \＄ | 06．SE6＇6S \＄ | \％I89I6ELI9をて | pıofys M M |
| てと＇88 \＄ | 6L．9 \＄ | \％69TLL92000＊0 | meypzan |
| 86＊0てT＇て9て \＄ | ヤ8．0くt＇で \＄ | \％TLLE90ヤT6ガ0 | Yכ！ |
| 9โ゚988＇てIT \＄ | ¢s＇ 889 ＇8 \＄ | \％68ヵてOLIてヤを＇0 | ұәхวnłuen |
| と0＇L9ع＇9¢ \＄ | 9t＇L6L＇乙 \＄ | \％カ6โちてとてOTI「0 | fueyen |
| 6て＇8ZL＇II \＄ | 8でて06 \＄ | \％6STL6ヤSSEO＊ | uoz8u！ |
| 09＇ 15 \＄ | とがも \＄ | \％8ヤ09tLI000＊0 | Numozzuow |
| 89＇9L \＄ | 06.5 | \％00tヵてとZ000＊0 | Кว」əృuOW |
| St＇06E＇T \＄ | ع6．901 \＄ | \％LTOLETZヤO0＇0 | ansezuow |
| 90＇ャโ9＇6 \＄ | 七S．6をL \＄ | \％I6SてTもT6Z00 | uosuow |
| OガSLL＇工力 \＄ |  | \％9008SZ992T＇0 | 20」uow |
| と8＇દと \＄ | $09{ }^{\circ}$ て \＄ | \％て\＆とऽZOT000＇0 | uot！！w |
|  | 8โ＇ャ \％＇8 \＄ | \％690を9t0 SSE＇0 | วฺ！＾\！！ |
| Sく，6ヤ0＇乙 \＄ | L9 $\angle S I$ \＄ | \％60Z0とLZ9000 | s！！！${ }^{\text {a }}$ |
| 七S＇t86＇てを \＄ |  | \％8SZL6L66600 | Kınqı！ W |
| 8L＇9t6＇9L \＄ | 86．8I6＇S \＄ | \％てTLOtをてとをで0 | profliw |
|  | 96．0T5＇ع ¢ \＄ | \％OZ99T6とてをS＇0 | иоұәрр！ W |
| to＇9sて＇0¢ \＄ |  | \％ITちE60LI60＇0 | pןə！fəpp！W |
| Oع＇LOL \＄ | ¢で8 \＄ | \％L8EZSてE000＊0 | 48nosoqəpp！w |
| عと＇89L＇6てI \＄ | 8I＇286＇6 \＄ | \％ャS96โもをと6と＇0 | uənчłəw |
| とt＇โ98＇Sعて \＄ | $6 \tau^{\circ} \varepsilon \nleftarrow \tau$＇8T \＄ | \％0とZLTZ6†TL’0 |  |
|  | と9＊ちらて \＄ | \％T009と\＆00T000 | \％uつuhed Aq＇spund zuวuว1eqr |
| 00Sてて＇し66＇てを \＄ | tS＇98L＇LES＇z \＄ |  | 7Uอun |
| squouked lełOL |  |  | enəı to U0！feכol｜v｜ediJ！unN |


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| Northbridge |
| :--- | :--- |
| Northfield |


| Northborough |
| :--- |
| Northbridge |







| Norfolk County |
| :--- |
| North Adams |

 2
2
2
0

0 | Abatement Funds，by Payment | Settlement Ex．G Allocation |
| :--- | :--- |
| Newburyport | $0.2905748435 \%$ |
| N | $1.0088865481 \%$ |

 \％6sZLSムIZ9T゚0
\％6โ06Zて9をとて
$\%$ \％七9TS0s $60^{\circ} 0$ \％9t8てtL9LET＇0 \％0عZ69z9z00＇0 \％L889IT69L0．0 0．3412282413\％ $0.2753854817 \%$ \％990tを8を9St＇0
 \％与عL6SIEて8で0

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| 0 | \％ちて6รZ $8690^{\circ} 0$ \％8Z065669を9．0

\％LSOELLヤ6カガO \％99โSL98てヤど○ 0．0563017795\％

| 59＇89L＇L |  | 65＇L6S |
| :---: | :---: | :---: |
| 6L＇とโદ＇9¢乙 |  | 86．$\angle L L^{\prime} 81$ |
| โع＇L6L＇\＆ | \＄ | 01゙て62 |
| 9＜＇EOS＇$\varepsilon$ S |  | L9＇SII＇t |
| 90＇SLO＇LL | \＄ | 58＇876＇5 |
| Ls＇\＆9t＇ธ | \＄ | T5＇68 |
| 0S＇8t8＇0¢ | \＄ | $96 . Z \angle \varepsilon^{\prime} 乙$ |
| カガ 6 ¢ヵ＇St | \＄ | 08＇ $6^{\text {¢ }}$＇$\varepsilon$ |
| 59＇998 | \＄ | L9＇99 |
| IT＇もLદ＇sて | \＄ | 58＇IS6＇亡 |
| 8ع＇SLS＇ZIT | \＄ | 79＇659＇8 |
| to＇\＆ร8＇06 | \＄ | 0L＇886＇9 |
| 8t＇99s＇0ST | \＄ | 七0＇28s＇ıL |
| T0＇8ヶ0＇S | \＄ | Lع：88を |
| 0s＇6عt＇ع6 | \＄ | $85^{\prime \prime}$ ¢9I＇L |
| 06＇s26＇6L | \＄ | ST＇8tT＇9 |
| 00＇6とદ＇8LT | \＄ | 8ع＇8IL＇と |
|  | \＄ |  |
| 28＇โร0＇£て | \＄ | てて＇દLL＇亡 |
| SL＇ZST＇0Iて | \＄ | 09＇S9I＇9 |
| L0＇88て＇8ヵT | \＄ | LL｀90t＇IL |
| 61．9โt＇عโI | \＄ | ¢でT0＜＇8 |
| 8L＇09t＇62 | \＄ | Lて＇99て＇て |
|  | \＄ | て8＇8で七＇ |
| と0＇ヤヤ8＇てとを | \＄ | 6ع＇દ09＇sて |
| 0て＇t98＇S6 | \＄ | $\left.\angle I^{\prime}\right\rangle \angle \varepsilon^{\prime} \angle$ |
| 00＇szz＇T66＇z\＆ | \＄ | カS＊98L＇LES |
| squaunted Iełol |  | Su！peas）st |

## squam＾ed lełol

| しでも89 | \＄ | ع9＇ZS | \＄ | \％LE06ELOZ00＊ | uotsjenoy |
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| 七L＇8Et＇t | \＄ | 切でも | \＄ | \％OSOEtStEIO＊O． | кәммоу |
| E0＊666＇L | \＄ | Lع＇ST9 | \＄ | \％I6E6StてもてO＊0 | әмоу |
| 6でしIて＇6を | \＄ | Sて＇9I0＇\＆ | \＄ | \％9889をS88Tİ0 | Hodyjoy |
| OS＊TLS 00 I | \＄ | Lで9EL＇L | \＄ | \％8S8LEカ8t0 ${ }^{\circ} 0$ | puejYวоy |
| sて＇L99＇tて | \＄ | Lぐ999＇亡 | \＄ | \％ع96LS ${ }^{\text {c }}$ S90＊0 | ләұรэчว0¢ |
| 68＇6をt＇โI | \＄ | 66．6L8 | \＄ | \％SOtSSL9tEO＊O | puowy |
| てと＇と98＇68T | \＄ | $\angle 8^{\prime} \dagger^{\prime} 09^{\prime} \downarrow \tau$ | \＄ | \％8LEt96tSLs＇0 | әлวләу |
| 86＊01E＇นI | \＄ | 80．028 | \＄ | \％9¢28ャ8てもE0＊0 | ч7оqочәу |
| 81＊ 18 ＇t $^{\prime}$ | \＄ | 98＇2ऽて＇9 | \＄ | \％ャて0と06を9ャで0 | 8u！pezy |
| L6．SOt＇七て | \＄ | 8と＇LL8＇โ | \＄ | \％L99TLL6ELO＊0 | meyukey |
| 七S＊6S0＇9โL | \＄ | 99＊ $2 乙 6^{\prime} 8$ | \＄ | \％EOLI68LISE＊0 | ydjopuey |
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February 22, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Notification of City Involvement in Opioid Lawsuit Settlement - Walmart
Dear Madam President and Councilors,
As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers.

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

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

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

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


## EXHIBIT K

## Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?
[x] Yes [ ] No

| Governmental Entity: Gardner city | State: MA |
| :--- | :--- |
| Authorized Official: Mayor Michae1 J. Nicholson |  |
| Address 1: Gardner City Ha11 |  |
| Address 2: 95 P1easant St |  |
| City, State, Zip: Gardner | Massachusetts |
| Phone: 978-630-1490 |  |
| Email: mayor@gardner-ma.gov |  |

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

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.
10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

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

| Signature: | DocuSigned by: <br> Michael Mehdson е429C2C2833446e:- |
| :---: | :---: |
| Name: | Michael J. Nicholson |
| Title: | Mayor |
| Date: | 2/13/2023 |


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| カ8．9てL＇亡 |  | \％6869 ${ }^{\text {c }}$ \％6900${ }^{\circ}$ | 人q५s |
|  |  | \％とをโ09t0tto 0 | mequanqus $\forall$ |
| TL＇26L＇28 |  |  | u078u！！${ }^{\text {¢ }}$ |
| 8で8Iて＇し |  | \％0と6と6て6ち00＊0 |  |
| 8て＇92S＇S仡 |  | \％LEILZLZOTL｀O | ләлори甘 |
| 0＜＇0ヶ8＇06 |  | \％て86L68SL9E＊O | 7s」әчய |
| T0＇28L＇モ9 |  | \％ちても65608らで0 | Anqsam＊ |
| Oโ＇ヤ8โ |  | \％L6t6tt 0000 | pıotiv |
| દと＇66て＇LOT |  | \％0とくI06tヶEャ＊ | шемея |
| 9く・889＇t |  | \％986โをL68โ0＇0 | swep $\forall$ |
| 28＇Lとて＇8¢ |  | \％Z6Lsočtst＇0 | ұәицรกว |
| 06＇S0Z＇6を |  | \％どと6くt985t＊0 | uO¢ ${ }^{\text {\％}}$ |
| 8て＇てદと＇6S |  | \％โ6L66800ヤで0 | u0¢8u！ $9 \forall$ |
| 0L｀6Is＇ztL＇tz |  ןed！！！unu әр！мәұетs ィq pəu！шגәəәр әq І！м şunome дuәшイed ןenuuv <br> －9－t S」eə入 u！M이이 Ot <br>  －t sıeəд u！pied oq of ade <br>  <br> （દzoz A！nf～Su！ sұuawイed ןenuuv 9 | иo！？ |  ұешןем to ио！ұеэо｜｜＊ןed！э！unw |
| squamied lefol | şuəmイed ןenuuv \＃ |  |  |



| 08＇859＇8IT |  | \％Ltโ99stostio | Арәләя |
| :---: | :---: | :---: | :---: |
| LO＇ $100{ }^{\prime}$ L |  | \％68sts 0 Ot00＇0 | иотspıeurag |
| 6t＇6Z8＇6 |  | \％IIS\＆SLL6EO＊ | и！มวя |
| £と＊0L6＇6て |  | \％SII6SLZIZT＊ | イә》มәя |
| OT「て18＇6S |  | \％8L9SIEOZ七で0 | ұиош｜әя |
|  |  | \％I8L9LOT96I＇0 | мечรи！｜｜ |
| カS＇STE＇98 |  | \％S06S8Lて6†E＇0 | дәчગəя |
| 6と＇ $600^{\prime} 6 \dagger$ |  | \％てL6Lと62865＇0 | рıојpag |
| カ9＇299＇ธ |  | \％9Lと6LZL900＇0 | дәуวәя |
| 0¢＇ $58 \varepsilon^{\prime}$ 乙 |  | \％LT0Zて59600＇0 | วఎе8 |
| てて＇と08＊SI |  | \％でてて8ャ6と90＊0 | イıunoう ว¢qе7suseg |
| ヤぐโ66＇tIて |  | \％て8SとLE8L58＊0 | ə 1 ¢ersuseg |
| SL＇8てt＇t |  | \％9890t26LIO＇0 | 12人偻 |
|  |  | \％8t66886とLO＇0 | u0＾＊ |
| 60＇tto＇sL |  | \％S6IE89980ع＇0 | uınqn＊ |
|  |  | \％0ع6S0ZLse6 0 | олоqว甲Н |
| 0く｀6Is＇zt＜＇力て |  ןed！כ！unu әр！мәұеңs <br>  słunowe łuauked jenuuv <br> －9－t S」eəג U！MOㅣㅇㅕ Ot <br>  －t sıeaд u！pied aq ot әлe <br>  <br>  squauked ןenuuv 9 | นо！？ |  <br>  |
| squamNed Iełol | şuəuked Ienuuv \＃ |  |  |



| 29＊9Iて＇6 |  |  |  |
| :---: | :---: | :---: | :---: |
| 9S＇ZLI＇દZS |  | \％ST9tteoltriz | иоㄲํ0ля |
| 9て＇S80＇sz |  | \％0ع0¢80Stoto |  |
| 88＇88L＇8 |  | \％LSLカt9Ss\＆0＇0 | р｜ว！ยய！ия |
| てでく60＇も |  |  | ләұемәS¢！ия |
| 6ヵ＇でく＇Iを |  | \％と800く切8で「0 | дәไรмวля |
| 6で6tI「0IT |  | \％tIZ9ZてLSttio | әәди！едя |
| てS＇L68＇と |  | \％LELL9をz9¢0＇0 | प07s，10\％ |
| 9がらちs＇で |  | \％LS060とてT60＇0 | protxog |
| 99＇L98＇6 |  | \％TS086266E0＇0 | 48n0109x08 |
| 98．015＇と6 |  | \％でく9ち6¢8Lを＇0 | วunnog |
| 9ع＇88L＇とโ9＇乙 |  | \％6†ع08LL9Ls＇0T | u07509 |
| 9s＇0Zく＇て |  | \％と¢t8800IL0＇0 | ио才оя |
| 65＇でて |  | \％9ttL006000＇0 | рдојриеןя |
| 9T・とLt＇s |  | \％8โをとくヤโてて0＊0 | әuо75\％วе｜¢ |
| 20＇099＇s6 |  | \％ちてLEL60L8と＊0 | еว！มว｜！ด |
| 0く｀6Is＇zTL＇ゅて |  |  |  <br>  |
| squamied lełol | şuəmNed Ienuuv \＃ |  |  |


| てI＇688＇くIて |  | \％80L2S69588＊ | әәdоว！บว |
| :---: | :---: | :---: | :---: |
| SL＇ZSI＇t |  | \％89力で089t0 0 | р！ə！ләұรәчว |
| 88＇ $26 \varepsilon^{\prime}$＇ |  | \％LZL8Z89600＊0 | 1275əบว |
| しで 16 ¢ |  | \％9290を8SI00＇0 | әпиรәчว |
| ZS＇S6と＇62T |  | \％SStIE09をzs＊0 | еәऽ｜ə૫ว |
| T9＊9SI＇8L |  | \％880てを9Z9โと＇0 | pıofswizu） |
| 88．8ヶ9＇し七 |  | \％I8TSEとS89\％ 0 | шечгеч |
| $69.97 S^{\prime} L$ |  | \％SOt6LES0E0＇0 | иоұлеч |
| S6＇6ヶ9＇โ |  | \％SZ6S9L9900＇0 | ұиошәречว |
| てT＇て98＇とS |  | \％L06LtS6LIで0 | лаллэ |
| 98＇Z00＇$¢ 1$ |  | \％895tヶt9zso 0 |  |
| 0S＇606＇TL |  | \％9980ヤ86062＇0 | иozues |
| 8ع＇L96＇E90＇し |  | \％8tL6LLESOE＇ャ | วิp！ıqueว |
| 6と＇966＇tL |  | \％てI6ZSLもEOと＊O | u078u！pha |
| $06^{\circ} \mathrm{S} L L$ |  | \％LE696をIE00＊0 | puepyong |
| S6＇६SL＇E0Z |  | \％てZ9896ちヤて8＊0 |  |
| 0L｀6Is＇zIL＇力て |  |  | quәسКед Кq＇spun」 ұuәسәұеq＊ <br>  |
| squamied lełol | şuamイed fenuuv \＃ |  |  |


| E8＊ 200 ＇นも \＄ |  | \％とโ926I6S9โO | sejinod |
| :---: | :---: | :---: | :---: |
| 90＇ES9＇S \＄ |  |  | บ0748！ 0 |
|  |  | \％0をSع8L0 60 | s！uuad |
| 29．99s＇นて \＄ |  | \％SE000LZL80＊0 | рр！ฺләәа |
| 9T゙ち08＇8L \＄ |  | \％0LESE888TE＇0 | щечрәд |
| てでも90＇9とし \＄ |  | \％LE6I88S0S5＊0 | чұnowneg |
| SS＇ELL＇66 \＄ |  | \％9S989をLEOt＊ | sıanuea |
| OS＇OtO＇E \＄ |  | \％9て9ャع0とてL0＊0 | voyer |
| で・ヶ七て \＄ |  | \％とヤTLSL6000＊0 | notsu！umn |
| 28＇29L＇8 \＄ |  | \％SIL06StSEO＊ | रemuos |
| L6．9عて＇$\downarrow$ ¢ \＄ |  | \％カOLL6S6ャLT＊ | рıоэuos |
| 98． $66 \varepsilon$ \＄ |  | \％SてS8L09T00＊0 | U！ej05 |
|  |  | \％โぃてL980をもT＊0 | 7．sseyos |
| 8L＇LI9＇8S \＄ |  | \％LSStヤLTLEて＇0 | u0łu！ |
| ع9＊0ts＇L \＄ |  | \％8LIOZ6E0E0＊0 | 8ınqsyde |
| Oع＇OャS＇น \＄ |  | \％9LS8てEZ900＊0 | улеш！$¢$ |
| 0L｀6TS＇zTL＇tz \＄ |  <br> ןеd！כ！unu әр！мәұеұs <br> Aq pəu！шләдәр әq I！！м słunome ұuәuked ןenuu＊ <br> －9－t S」ead U！MO｜｜0ł Ot słuәuked ләן！ews પұ！м＇$\varepsilon$ －โ s．eəal u！pied aq oł כגe <br>  <br> （عZOZ Aןnf～Su！यełs） słuəukied ןenuu＊ 9 |  | ұuәuked Kq＇spun」 quәسəұеq४ <br>  |
| słuəmked lełol | squamked ןenuuv \＃ |  |  |


| 9L＇008＇乙 \＄ |  | \％L8ャعとદとIIO＊0 | Xəss 3 |
| :---: | :---: | :---: | :---: |
| IT＇969＇2I \＄ |  | \％8ZLZSLETS0＊0 | 8u！ 1 |
| LI＇tSて＇し \＄ |  | \％OtSOSLOSOO＊O | 7uowas83 |
| とがてIO＇Oて \＄ |  | \％てعと6086080＊0 | имонея ${ }^{\text {a }}$ |
| St＇68て＇0ヤT \＄ |  | \％STSLS89L9S＊0 | uotse |
| 88＇ 266 ＇ 99 \＄ |  |  | notdmeyzse |
| 69＊9tt＇6I \＄ |  | \％8てS9T698L00 | meytse |
| で「てII＇L9 \＄ |  | \％EOtELLSTLでO | мореәш8и07753 |
| 60＇ャ6て＇し \＄ |  | \％6とLS9をZS00＊0 |  |
| $89^{\circ} \angle E 0^{\prime} \angle S ~ \$$ |  | \％Sて8Lt080をで0 | ләұемәяр！ля 7 ¢еэ |
| 七S＇もくヤ＇て6 \＄ |  | \％9SLILOZヤLと＇0 | Nunqxna |
| 七で8て0＇七 \＄ |  | \％ャ98L09Tち00＊0 | әqPetsuna |
| โ8＇0ヤع＇ป \＄ |  | \％力tて9くてもS00＊0 | Aıunoj sayno |
|  |  | \％カELO6E6LIO＊O | 人əןpna |
| ع0．6SS＇0S \＄ |  | \％962L88St0で0 | 7nכedo |
| عて＇688＇91 \＄ |  | \％カIL8てもを890＊0 | ләл00 |
| 0L＇6Ls＇zIL＇七て \＄ |  ןеd！э！unu әр！мәдеұs রq pəu！uләцәр әq I！！м słunome ұuauked ןenuu＊ <br>  sұuәuked ләןןems પұ！м＇$\varepsilon$ －โ s．ead u！p！ed әq 0ұ әле spunł อ૫ł łO \＄SOW ：כłON <br> （عZOZ Aןnf～su！＋1ełs） słuəuned Ienuu＊ 9 |  | ұuәuked Kq＇spun」 quәسəұеq＊ дешןем to uo！łeכo｜｜甘 ןed！כ！unw |
| słuomked lełO1 | squamked jenuuv \＃ |  |  |

[^6]| 8L＇ 282 |  | \％IEOSt9tioo＇0 | plousos |
| :---: | :---: | :---: | :---: |
| 50．60S |  | \％t9L86S0Z00＇0 | uәบso9 |
| 90＇てLて＇t0T |  |  | ฝəұรววก๐9 |
| 50 ${ }^{\circ} 86$ |  | \％tISと6でと00＊0 | $11!9$ |
| 8でく£9＇દદ |  |  | имоұә8ıоә9 |
| 06．8てT＇9L |  | \％て6ع085080ع० | ләирлеэ |
| T0＇8LS＇8 |  | \％LE8ITILヤEO＇0 | имоұәәд |
| โع＇てLE＇โIT |  | \％t68STL90Sヶ＊ | u！！＞uedt |
|  |  | \％てzootદz069＊0 | meysu！med |
| くヤ・8S6「と9 |  | \％てIL00I885て＇0 | $48 \mathrm{nosoq} \mathrm{\times 0才}$ |
| SL＇ててて＇t |  | \％980¢ $280 \angle$ L0＇0 | ep！시이 |
| てと＇とร8＇0＜ป |  | \％てtてヤを9をโ690 | Sınquว！ |
| てでヤI6＇と9 |  | \％0てعโヤ8てを99＊0 | ¢nowiey |
| くと＇カャを＇0てS |  | \％900t06ssot＇z |  |
| 七\＆｀ऽ69＇08 |  | \％Sz9z9を59zを＇0 | иәлецп！ел |
| ع6．6ち6＇LOT |  | \％ャをร8てZ89とャ＊ | \＃ә」алヨ |
| 02＇6Is＇zIL＇ゅて |  ןed！！！unu әр！мәұетs ィq pəu！wגәzəp әq I！！м słunowe 子uauked ןenuu＊ <br> －9－t S」ead u！MOIIOł Ot sұuәunked ләןןems чұ！м＇$\varepsilon$ －t sıeəд u！p！ed әq 0ұ әле <br>  <br>  słuəuNed ןenuuv 9 | นо！？ |  <br>  |
| squamied Iełol | squam＾ed Ienuuv \＃ |  |  |


| LE＇089＇0t |  | \％85\＆もtโ9t9t．0 | рıелser |
| :---: | :---: | :---: | :---: |
| ＜8＊8ti＇亢 |  | \％9LS68t9t00 0 | уэ！мрлен |
| LL＇¢9s＇L |  | \％とโもLSI90と0＊0 | uosueн |
|  |  | \％Lて6L866L6て＇0 | ләлоиен |
| 90＇6L6＇L |  | \％S028800800＇0 | уэоэиен |
| 61．9とا＇ح |  | \％9โヵでち 98000 | иәрdшен |
|  |  | \％tt8tS $88 t$ to 0 | иот！！шен |
|  |  |  | хе！！！e\％ |
| カガ8t9＇sて |  | \％Ltヤ8¢9980t＊o | кәррен |
| LでLOL＇て |  | \％6828tS6010＇0 | риеןəлоля |
| 0て＇68L＇て |  | \％L06T982tioo | บоұ0л |
| 89＇ZLL＇tIT |  | \％カ80くt62てSヶ＊ | р｜ə！！${ }^{\text {¢ }}$ |
| LL＇668＇s |  | \％カS6SEL8EZO＊0 |  |
| 95＇580＇s |  | \％6IL88LSOZO＇0 | ว！！＾uė |
| 68．9てT＇s¢ |  |  | 人queds |
| IT＇968＇89 |  | \％LLてE06L8Lで0 | บоみел |
| 0く｀6Is＇zIL＇カて |  <br>  ＾q pəu！uләұәр әq І！！м sұunome zuam＾ed ןenuuv <br>  <br>  <br>  <br>  <br> （દzOz Annf～จu！inezs） sұuamイed ןenuư 9 |  | ұuәuкед $\Lambda q$＇spun」 quәшәұеq＊ <br>  |
| squamNed lełol | şuamイed Ienuuv \＃ |  |  |


| とが 88 て＇6t |  | \％StEZTSt66t．0 | uospn ${ }^{\text {H }}$ |
| :---: | :---: | :---: | :---: |
| カโ＇も68＇ป |  | \％てItくt99L00＇0 | uorspıeqqn H |
| 66＇tot＇os |  | \％LEStTSLZOで0 | uozu！ydoh |
| غโ＇$\varepsilon$ โ6＇$\varepsilon$ ¢ |  | \％SZ8S0\＆ZLEİ0 | әерәdон |
| 60＇8£8＇8६て |  | \％てSS6S9t996＊ | әㅍㅇ시애 |
| カ0＇tてE＇七七 |  | \％IZ906LZL9I＊O | UO2S！${ }^{\text {IOH}}$ |
| 6s＇288＇s |  | \％S880ヶ08をZ\％ 0 | pue\｜OH |
| と $8^{\prime} \downarrow 6 \square^{\prime} 8$ |  | \％6L8SヤLEもEO＊0 | иәроН |
| 80＇tuて＇0¢ |  | \％6LOToszzzt＊o | уоодqо아 |
| ヤぐゅI6 |  | \％L90SIOLE00＇0 | әјерsu！ |
| S6．6てع＇6IT |  | \％9て9tてL8て8t＊ | меч8u！ |
| $98 \cdot$ โ6て |  |  | чъеән |
| Ts＇99 |  | \％L0EL692000＇0 | Кәммен |
| โs＇てとて＇toz |  | \％S98Lを6でtio | І！！чдален |
| 8t＇tos＇st |  | \％S68を6とLZ9000 |  |
| 0¢＇ヤ8L＇0L |  | \％t0I60とt98で0 | чэммлен |
|  |  |  |  <br>  |
| squamied lełol | şuəuNed ןenuuv \＃ |  |  |


| $9 \varepsilon^{*} \downarrow \angle \chi^{\prime} \angle Z$ |  | \％S826โ9660t ${ }^{\circ}$ | บ｜0эu！ |
| :---: | :---: | :---: | :---: |
| 20＊061 |  | \％90z689L000＇0 | иәрイәา |
| LS＇608＇SZT |  | \％0Itカて6060s＊0 | иоұ̊u！xวา |
| 06．69L＇6 |  | \％LててZヤを¢6を0＊0 | นวләләา |
| St＇T6て＇S6I |  | \％80L0をSて06L｀0 | 127Su！ |
| カ8＇$¢$ LL＇6¢ |  | \％ヤてLT9t609I＊0 | хоиวา |
| Ls ¢ 009 ＇$\downarrow$ ¢ |  | \％08ET6Z926I0 | มวุรวบฺา |
| LL＇8६s＇$\angle \varepsilon$ |  | \％8tを8t06TST ${ }^{\circ}$ | әә1 |
| L0＇8てL＇t9を |  | \％とโ6LE88S ${ }^{\text {¢ }}$＇T | әэиәлмеา |
| カ8＊SIて＇七I |  | \％S0¢8tてSLS0＇0 | 48nosoqsaue7 |
| 98＇Z88＇乙 |  | \％て009s99tio o | ләцรеэиет |
| 95＇L66＇t |  | \％8S08てzて0zoº | ว！！＾әуеา |
| 6L｀0t8＇とを |  |  | uotsiu！ |
|  |  | \％0S85¢96LOて＇0 | पכ！Msd！ |
| 0t＊959 |  | \％s8zt9s9z000 | uołȩu！pun |
| S0＇60ع＇8t |  | \％St0tt8tS6 ${ }^{\circ}$ | $\ldots \mathrm{nH}$ |
| 0く’6Ts＇zt＜＇tz |  <br>  ＾q pəu！！uәəəәр әq I！！ sұunome zuamイed ןenuuy <br> ＇9－t s．eea入 u！MO｜ㅇł 07 <br>  －$\tau$ s．eәд u！p！ed әq of ade spunł ә૫ł $\ddagger 0$ łSOW ：ZłON <br> （عzoz Aınf～Su！ipeis） sұuamイed ןenuuv 9 |  | ұuәuкед Кq ‘spun」 ұuәшәұеq＊ <br>  |
| squamied lełol | squamked Ienuuv \＃ |  |  |


| St＇0s8＇02 |  | \％6¢tozLEt80＊0 | Hวs！ode¥ŋew |
| :---: | :---: | :---: | :---: |
| †ع＇t8t＇s8 |  | \％LZ60SI6Sちど0 | әadusew |
| Sع＇9ち8＇してT |  | \％6SZISSOE6t＊0 | plo！̧ysıew |
| 28＇zS9＇06 |  | \％9とtS6z899と＇0 | 48nodoquew |
| L6．6ちでくI |  | \％0Z9sz08690＊0 | uourew |
| 69＇SカI＇98 |  | \％ZL9ZI6S8tع＇0 | реәуə¢леw |
|  |  | \％ZOOt699789＊0 | plot！suew |
| 0L＇696＇t |  | \％力9900tL0zo＇0 |  |
| L6＇६¢I＇sIt |  | \％0ヵtてもく699t＊ | иәрıеw |
| てT＇8S9＇くS |  | \％690ヶSİとをて＇0 |  |
| 88＇$¢ 9 \varepsilon^{\prime}$ ¢6を |  | \％）STS6SLI6s ${ }^{\circ}$ | uuイ7 |
| L0＇09と＇Lt |  | \％OSSOtt9 9 6T＊O | 8．nquaun7 |
| ع6＇T6I＇sL |  | \％809s99ztoro | MO｜pn7 |
| 9ع＇＜II＇とSて |  |  | ॥วмо7 |
| Es＇で6＇とL |  | \％L0Z80IZ66で0 | мореәш8ио |
| ［6．68L＇š |  | \％ヤOTL6SEtOİ0 | บํํํำ |
|  | －әұед иo！̣еd！！！дед ןed！כ！unu әр！мәұезs Кq pəu！uגәəәр әq I！！м słunowe zuauked ןenuu४ <br> －9－t S」eəд U！MOIIOł Ot słuәuNed ләןןems ч！！м＇$\varepsilon$ －t s．eəд u！p！ed әq 0t әле spunł ә૫ł $\ddagger 0$ łsOW ：əł૦N <br>  słuəuked ןenuuv 9 |  | ұuәسКед Кq＇spun」 ұuәшәұеq＊ ұешןем яо ио！џеכоן｜ןеd！э！unw |
| stuamNed lezol | squamイed ןenuuv \＃ |  |  |



| 80＇9ヵを＇ |  | \％ZLEOOtSET0＊0 | NınqMəN |
| :---: | :---: | :---: | :---: |
| 88＇t09 |  | \％0099く切て0000 | məjes MəN |
| S0＇tர8 |  | \％SS60ャ6て800＇0 | 48nodoquew Man |
| દા＇દとદ |  | \％95008tをt00＊0 | әәдииеля MəN |
| 9て＇¢ヶ9＇と8S |  | \％I89I6ELT9と＇z | pıojpag man |
| 91＇99 |  | \％69TLL92000＇0 | pıojus $\forall$ M ${ }^{\text {d }}$ |
| 06＇8Et＇tてT |  | \％TLLE90tT6t＊0 | шецрәәл |
| 68＊8SS＇t8 |  | \％68ちて0くさてもを＇0 | Yo？ |
| しでしゃて＇して |  |  | ұәуวnұuen |
| દて＇S8L＇8 |  | \％6STL6tsseo 0 | zueyen |
| ST＇Et |  | \％8t09ヶLt000＇0 | uoz8u！ usem 7 IW $^{\text {a }}$ |
| カガくS |  | \％00カカてをて000＊0 | Namostuow |
|  |  | \％LT0LをLてヤ00＊0 | Кәдәұиою |
| カS＇tor＇L |  | \％I6sてIちT6で0 | ansezuow |
| とか＇て6て＇โ $\varepsilon$ |  | \％9008sz99てt＊0 | uosuow |
| ๑ع＇ऽ乙 |  | \％てદとรzotooo 0 | əoduow |
| 0く＊6Is＇zIL＇力て |  ןed！！！unu әр！мәұеұs ＾q pəu！шләұәр әq I！！м squnome zuamked jenuuv <br>  <br>  －โ s．eәд u！p！ed әq ot ə．e spunf әчł f0 łSOW：：วł०N <br> （દzoz A！nf～รu！pers） sұuәuKed ןenuuv 9 |  | ұuәسКед Кq＇spun」 ұuәшәұеq＊ <br>  |
| squamied lełol | squamKed Ienuuv \＃ |  |  |



| 0โ•9てを＇カ8 |  | \％とโもて8ててしゃを＊0 | poomion |
| :---: | :---: | :---: | :---: |
| $69^{\text { }}$ S0＇89 |  | \％LI8tS8をSLで0 | IİMıON |
| 78＊ $88 L^{\prime}$ ¢IT |  | \％990tを8¢9¢ヶ＊0 | uoyon |
| 8て＇18L＇غ |  | \％ttSotorsto 0 | р！ə！ччио |
| 6ع＇ $29 L^{\prime} 69$ |  | \％SEL6SIEZ8で0 | әІр！ıqчมоي |
| LS＇698＇6S |  | \％SてIIt9でもで0 |  |
| てで $88 \mathrm{~S}^{\prime}$ ¢ $\downarrow$ |  | \％89¢6t9s0ts ${ }^{\circ}$ | uotdmeyzun |
|  |  | \％0て80とてt99t＊0 | su！pery чдоN |
| 8で $\angle 9$ r＇LI $^{\text {a }}$ |  | \％ちて6¢ZL8690＇0 |  |
|  |  | \％8Z06S66989 ${ }^{\circ}$ | ૫8noxoqว |
| LI＇LLO＇tIT |  | \％ISOELLt6カt゙o | лəлориヲ чдол |
| 0でโદL＇ヤ8 |  |  | swep $\forall$ чวоN |
| 66＇ 290 ＇zて |  | \％とても8862680＊0 | Kıunoכ Yוֹנ0N |
|  |  | \％S6LLIOE9S0＇0 | Y｜OHON |
| 6て＇してع＇6ヤて |  | \％L8tS988800＇$\tau$ | uołM2N |
| Lع＇808＇TL |  | \％SEt8tLS06で0 | HodKınqMan |
| 0く＇6Is＇zt＜＇カて | －әłes uo！zed！ı！ ןed！！！！unu әр！мәұеъs <br>  słunowe łuam＾ed ןenuuv ＇9－t sıeәд u！M이여 O7 stuamイed ләן！ems чи！м ‘ $\varepsilon$ －t s．eәд u！p！ed aq ot ә．е <br>  <br> （عzoz Aınf～Su！pers） sұuamイed ןenuuv 9 |  | quәuкед Кq＇spun」 ұuәшәұеq＊ ұешןем ңо ио！ұеэо｜｜＊ןed！כ！unw |
| squamNed lełol | şuəuNed ıenuuv \＃ |  |  |


|  |  | \％LE66L6โtSI＇T | p｜ousty！d |
| :---: | :---: | :---: | :---: |
| カガヤ86 |  | \％9t9¢¢86を00＇0 | u07sd！！！！¢d |
| St＇8t6＇$\varepsilon$ |  | \％とをtSLL6SIO＊ |  |
| 8L＇ヤ8て |  | \％と09をzstioo | nıad |
| ¢9＇6Zs＇て |  | \％とโİ9をzoto 0 | ॥｜əəəddəd |
| โt＇โとL＇¢8 |  | \％6ちて8Iて88をど0 | әyodquad |
| โで6I8＇S |  | \％9tて9く七Sをて0＊0 | шеч｜əd |
| โ0＇ャT0＇くLI |  | \％Lて9826て9tく゚0 | кроqead |
| で・カャ8＇て |  | \％0くt00tstio 0 | nouxed |
| TL＇LLO＇0力 |  | \％6SzLSLIz9t0 | damed |
| IT＇もEL＇LS |  | \％6โ06てて9とをて＇0 | p．ojxo |
| 6S＇T／8 |  | \％61069Zsع00＊0 | s！ 10 |
| 8t＇LOT「とて |  | \％Lt9IS0sع60＇0 | suezpo |
| カ0 てZ0＇tを |  | \％9t8zt ${ }^{\text {coset }}$ | ว8ueso |
| 81．6ヶ9 |  | \％0とて69z9z00＊0 | шечхео |
| 28＊900＇61 |  | \％L8891T69L0＇0 | synng yeo |
| 0く＇6Is＇zLく＇力て |  ןed！！̣unu әр！мәృеңs ＾q pəu！uגәృวр әq I！！м sұunome ұuәшイed ןenuuv <br> －9－t s．eà u！MOIIOł Ot <br>  －$\tau$ s．eәд u！p！ed әq oł อле spunf әपł fo łSOW：：2łON <br> （عzoz Aınf～Su！pès） sұuaunted ןenuu＊ 9 |  |  <br>  |
| squamied lełol | şuəuハed ！enuuv \＃ |  |  |

[^7]|  |  | \％858โعヤ8t0¢ 0 | puepyooy |
| :---: | :---: | :---: | :---: |
| カで0とて＇9โ |  | \％ع96LSL9S90＇0 | ләтรэчวоу |
| Oて＇69S＇8 |  | \％SOtSS ${ }^{\text {cotteo }}$ | риошบว！ |
| く9＊6Iででし |  | \％8LEt96tSLS＇0 | әдәләу |
| カ9＇てくヵ＇8 |  | \％9¢て8ヤ8てもを0＊0 | чъочочәу |
| Sで688＇09 |  | \％ちてOを06を9ャで0 | 8u！peay |
| て9＇18て＇81 |  | \％t99TLL6ELO＇0 | шечилеу |
| 56＇ऽを6＇98 |  | \％とOLT68LISE＊O | 4dןopuey |
| 65＇6L6＇£Sて |  | \％と6とร9عLLZO＇โ | 1כunn |
| 80＾8じ「てて |  | \％ILOSTOS680＇0 | имоұәэи！＾олd |
| Lع＇દてع＇乙 |  | \％866ST0t600＇0 | иоұәכu！！d |
| 08＇80L＇L |  | \％とてI6と6IIEO＊ | uotdm $\chi_{\text {ld }}$ |
| 6L＇tてZ |  | \％999tL68000＇0 | Kıunos чınomikid |
| 2s＇t60＇s9z |  | \％て6ちゅをโくてLO＇โ | ¢7nomidd |
|  |  | \％ちSIt008ELO＇0 | ว！！ıu！e｜d |
| カでとてT |  | \％tT6986t000＇0 | plopuueld |
| 0く＊6Is＇zTく＇七て | －วұед uo！̣ed！u！ ןed！！！unu әр！мәэетs Кq pəu！uגวұәр әq I！！М sұunome ұuam＾ed jenuuv <br> －9－t Sıeè u！M이여 07 sұuәшКеd ләן！ems чұ！м ‘ $\varepsilon$ －t sıeəд u！p！ed әq oł aлe spunł ә૫ł Ł0 łsow ：əıoN <br> （عZOZ Aınf～Su！ słuәuNed ןenuuv 9 |  |  дешןем яо ио！ұеэо｜І ןed！э！unW |
| squamied lełol | şuamイed ןenuuv \＃ |  |  |




| 8ع＇Sャ9＇t |  | \％とt908S9900＇0 | рІІ！нәัS |
| :---: | :---: | :---: | :---: |
| 0ع＇$\angle$ ¢0＇8L |  | \％982t08LSIE＊ | voseys |
| 90＇$¢$ LT＇Z8 |  | \％عL06SISてEと0 | уиоуәәs |
| 9โ＇โદと＇＜6 |  | \％L二と9を58E6を＇0 | әтепบ！ |
| 8t＇TSS＇て |  | \％S099ちてとOL0＇0 | лолеS |
| てら＇てIE＇28 |  | \％S92て080をと๕＇0 | sn8nes |
| \＆0＇toて＇でT |  | \％ST8E06tt6t＊0 | чכ！mpues |
| て0＇てIS |  | \％でT6TLOZ00＊ | p｜rıf！${ }^{\text {a }}$ |
| $\angle 大^{\prime} 068{ }^{\prime} \mathrm{L}$ |  | \％SIz0626IEO＇0 | 人ınqs！es |
| Z9＇¢9S＇tSI |  |  | шәㅣS |
| 99＇โてO＇と |  | \％て9¢てLでで0＊0 | pueptny |
| LT｀ऽ0¢ |  | \％8668ちをてL00＊0 | ｜｜İssny |
| TS＇てTS |  | \％IE06をLOZO0＇0 | u07sjeNoy |
| 06＇tてを＇を |  | \％OSOEtStをL0．0 | Кәрмоу |
| 8L＇T66＇s |  | \％L6と6StでてO＊o | әмоу |
| ヵL＇TLE＇ $6 乙$ |  | \％9889を588LİO | нодујоу |
|  | ＂әұед uo！̣ed！！！！дed ןed！כ！unu әр！мәұеңs Кq pəu！шגәృәр әq I！！м słunome zuouked ןenuu甘 <br>  sұuәuked ләן！ews чұ！м＇$\varepsilon$ －t sıeəд u！p！ed әq oł әле <br>  <br>  sұuәuんed ןenuuv 9 |  |  ұешןем до ио！ұеכо｜｜＊ןed！כ！unw |
| squamNed lełol | squamイed Ienuuv \＃ |  |  |


| 60＊ 18 ＇z $^{\prime}$ |  | \％8LOS0ع2600＇0 |  |
| :---: | :---: | :---: | :---: |
| とせ＇て98＇も |  | \％0z96Sく9650ㅇ | 8u！ן近 |
| Sع＇と9と＇0¢8 |  | \％0LをもてZOLちゃ・ | ploysu！uds |
| St＇0Zo＇s |  | \％Sャ6をSIEOZO＊ | ıəวuəds |
| 68＇ع80＇t |  | \％0I6Sczs9t0 0 | yग！Myınos |
| てガくI8＇tく |  | \％で8ヤIT906で0 | ә8p！ıqчınos |
| てと＇くIく＇をS |  | \％98ャ889とLIで0 | 48nodoqu7nos |
| 80＇カてT＇6I |  | \％と66โ98\＆LLO＇0 | uoidureyınos |
| 90＇Z6て＇18 |  | \％て9680¢68てを＇0 | Кәррен чınos |
| ع0＇998＇9¢ |  | \％6SLLてE8を¢5＇0 | ว！！＾ләшos |
| 89＇9ヶL＇ZL |  | \％て¢9くILEt6て＇0 | ұәsıəшоя |
| 67＇T58＇8 |  | \％9TS8LI8SE00 | Kınqsełnus |
| 08＇6I6＇6SI |  | \％8をLSOZTLt9＊0 | Nunqsmajus |
| 80＇Lてて＇L |  | \％9Z0tS96t00＇0 | イㅣㅣ！ 15 |
| 18＇626＇8 |  | \％9L9Lャعโ9と0＊ | uıоqдə૫S |
| 9L＊009＇ع |  | \％もE090LStI0＇0 | әuınq｜ə૫S |
| 0＜＇6Is＇zIL＇カて |  ןed！！̣unu әр！мәұеңs রq pəu！uләəәр әq I！！м <br>  <br> －9－t S」eè u！M이아 Ot <br>  －โ s．eәд u！p！ed әq ot ә．е <br>  <br> （عzoz Aınf～Su！ipeis） sұuәuked Ienuuv 9 |  | ұuәسКеd Кq＇spun」 ұuәшәұеq＊ <br>  |
| stuamNed lełol | squamNed Ienuuv\＃ |  |  |

[^8]|  |  | \％T08をヤ88600＊0 | puasumol |
| :---: | :---: | :---: | :---: |
| 69＇829＇くI |  | \％9t90sをとtL0＇0 | ploys ${ }^{\text {dol }}$ |
| とで8とโ |  | \％0¢ऽと6ss000＊0 | pue｜｜01 |
|  |  | \％ETL99SS990＊0 | ＾ınqs！ |
| 6と＇9とち＇て9 |  | \％LLt80S92sで0 | Kınqsymə1 |
| し6＇切＇t |  | \％06てSZLL9t0 0 |  |
| ＜I＇sとT‘szを |  | \％LLS8699StE＇$\tau$ | uozune」 |
| OZ＇S8て＇LL |  | \％L6E0LELZIE＇0 | eәsuems |
| 9T•TSて＇69 |  | \％68ち0＜てて08で0 | Hoosduems |
| カI＇IてS＇てヵ |  | \％9tヵtを90てLİo | uouns |
| EL＇LtL＇6 |  | \％LてTSカカt6E0＊0 | puepapuns |
|  |  | \％tt8E6LOS6I＊O | Kınqpns |
| 86＇9をs＇0¢ |  | \％LSc889¢を ${ }^{\text {co }}$ | ว8p！ıqunts |
| てT「89t＇乙 |  | \％089をとLL800＇0 | MOTS |
| 96．9L0＇LL |  | \％9てLEt68tIE＇0 | u07483075 |
| 6t＇t9でしt |  | \％80608L699\％ 0 | шечәиотя |
| 0L｀6Is＇zIL＇カて | －әңел ио！ңеd！э！ ןed！כ！unu әр！мәңетs <br>  sұunome диәшイed ןenuuv <br> －9－t S．e． squamКed ләן！ews чұ！м ‘ $\varepsilon$ －$\tau$ s．eәд u！pied aq ot ade <br>  <br> （عZOZ A！nf～Bu！มełs） sұuaw |  |  <br>  |
| stuamNed lełol | squam＾ed Ienuuv \＃ |  |  |


|  |  | \％9t668をLttで0 | риелкем |
| :---: | :---: | :---: | :---: |
| L9＇と6L＇z9 |  | \％ELLS960tsで0 | ләұем |
| 89＇001 |  | \％てIItLOヤO00＇0 | uoz8u！ use $^{\text {a }}$ |
| S6．0¢9＇ธ |  | \％LS0L665900＇0 | уगммем |
|  |  | \％عLEtOE6LIO＇0 | иәлем |
| 9でโ $58 \times 88$ |  | \％06tャ6を56¢ 0 | шеуглем |
| てs＇toc＇0s |  | \％6をち88¢ร์0で0 | әлем |
|  |  | \％ร86TL9でと¢ 0 | шечㅣм |
| 67＇งع6＇8L |  | \％0と66ヶて七6โと＇0 | әodjem |
| 89＇$\llcorner$ ¢9＇ ¢ |  | \％06をt09くもt0＊ | səjeM |
| てどと6て＇zs |  | \％t9Ls909tuz＇0 | ррә！дәем |
| とL゙「もL＇ss |  | \％9tく909sszzio | ว8p！ $19 \times 1$ |
| LL＇tuて＇s |  | \％でカーIOIIてO＊ | uold |
| โヤ゙91を |  | \％6て8ع08てT00＊0 | мечяи！$\chi_{1}$ |
| 9L｀szL＇8て |  | \％SE696をZ9IT「0 | 48no．oqssuk |
| SS＇z\＆6＇tI |  | \％t8E0szto90＊0 | －$\downarrow$ ，$\perp 1$ |
| 0L＇6Is＇zIL＇カて |  <br>  イq pəu！шגәұәр әq I！！м sұunome диәшイеd ןenuuv <br>  <br>  －โ s．eəд u！p！ed əq ot әגe <br>  <br> （દzoz Aןnr～รu！ słuamイed ןenuuv 9 |  | quәuКед Кq＇spun」 quәسәдеq $\forall$ <br>  |
| squamNed Ietol | şuəuked ןenuuv \＃ |  |  |


| と0＇＜て6＇t |  | \％T868LE66T0＇0 | uotdueytsam |
| :---: | :---: | :---: | :---: |
| 68＇と¢9＇ZL |  | \％LI8て966E6で0 | рıодяам |
| 86＊6LS＇t9 |  | \％699¢8を8¢¢9＇0 |  |
| L6＇ T0ع＇sてI |  | \％692ヤ880＜0s ${ }^{\circ}$ | 48nodoqısam |
| LO＇TSt＇乙 |  | \％t8tを8โ6600＇0 | KnqS！$\perp$ 7saM |
| L8＇10L |  | \％カtST0t8て0000 |  |
| てS＇6SE＇tIT |  | \％と¢9t6s 2 ¢9to | plo！fou！uds $75 \times \mathrm{M}$ |
| とぐ6ヵて＇乙 |  | \％09SI869800＇0 | Nunqman 750 M |
| 8L＇Z9才＇し |  | \％998t6I6500＇0 |  |
|  |  | \％60686SL9tİO | ләтемаяр！яя 75 м |
| 99＊9Iて＇0¢ |  | \％ع9992Lてzで「0 | u07s｜109 759 M |
| SL＇OLL＇乙 |  | \％6026ILてLIO＊ | шечиәм |
| 89＊6Sて |  | \％SIZ80S0I00＇0 | ॥әриәМ |
| とて＇とOS＇9 |  | \％LIt808L990＇0 | ұәә引॥｜әМ |
| 68＇E06＇8โI |  | \％てL6と8tit8t ${ }^{\circ}$ | Кә｜ร્｜｜วM |
|  |  | \％カt9を96S0カで0 | 1əұรqวМ |
| 0L｀6Is＇zIL＇tて |  ןed！！！unu әр！мәзетs <br>  şunome zuam＾ed ןenuū <br> －9－t sıeәд u！M이여 07 <br>  －t s．eәд u！p！ed əq of әגe <br>  <br>  sұuәuイed ןenuuv 9 |  |  <br>  |
| squamiled lełol | şuamKed ןenuuv \＃ |  |  |


| દと＇185＇98 |  | \％と9ILtSEOSE＊0 | unqom |
| :---: | :---: | :---: | :---: |
| ¢どヤIて＇LE |  | \％LES068S0St＇0 | dолчұи！M |
| Sカ＊6てT |  |  | ıospu！M |
| £S＇$¢ 1 S^{\prime}$ ¢9 |  | \％00\＆S600Lsて＇0 | дәұรәчวи！М |
| Lく‘ってて＇St |  | \％عLEOZLOE8t＇0 | иориәуэи！M |
| 29＊6L6＇09 |  | \％0666SSL9tで0 | บоъ8и！ш！！M |
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February 22, 2023

Hon. Elizabeth J. Kazinskas, Council President<br>And City Councilors

Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Notification regarding the Status of Opioid Manufacturer Settlement Funds
Dear Madam President and Councilors,
As you are likely aware, in March of 2022, the Massachusetts Attorney General's Office under then Attorney General Maura Healey announced that cities and towns from across Massachusetts would be able to receive a financial benefit from a settlement agreement reached with different opioid manufacturers and Johnson and Johnson as an opioid distributor.

Gardner is slated to receive $\$ 526,663.18$ from this settlement between now and 2038 .
To date, the City has received $\$ 136,215.65$.
This is much quicker than the initial amount that the City anticipated, due to Johnson and Johnson amending their settlement agreement to distribute the initial four (4) years' of payments upfront.

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## Massachusetts State-Subdivision Agreement for Statewide Opioid Settlements

A. Statewide Opioid Settlements. As used herein, the term "Statewide Opioid Settlements" refers to statewide opioid settlements reached by or before January 1, 2026 between the Massachusetts Attomey General and non-bankrupt opioid industry participants, pursuant to which certain Massachusetts political subdivisions ("Massachusetts Subdivisions") are eligible to participate and share in Global Settlement Abatement Funds ("Abatement Funds"), in exchange for releases. For avoidance of doubt, the July 2021 opioid settlements between the Massachusetts Attomey General and opioid distributors McKesson, Cardinal, AmerisourceBergen, and opioid-maker Johnson \& Johnson ("Settlements") are Statewide Opioid Settlements. Unless otherwise stated, the capitalized terms herein shall have the same meaning as in the Settlements.
B. Massachusetts Abatement Terms. Abatement Funds shall be used solely to supplement and strengthen, rather than supplant, resources for prevention, harm reduction, treatment, and recovery, in accordance with the purposes and subject to the requirements in the appended Massachusetts Abatement Terms.
C. Allocation of Abatement Funds to Massachusetts Subdivisions. The Massachusetts Subdivisions shall collectively be eligible to receive $40 \%$ of each Annual Payment of Abatement Funds that come into the state, allocated among them in the percentages reflected in the Settlements, so long as they timely submit Subdivision Settlement Participation Forms in the form attached to the Statewide Opioid Settlements. Participating Subdivisions may elect to share or pool the funds they receive and collaborate on abatement efforts. Participating Subdivisions may also elect to reallocate to the statewide Opioid Recovery and Remediation Fund some or all of their allocation of any Statewide Opioid Settlement with timely notice to the Settlement Administrator.
D. Allocation of Abatement Funds to Statewide Opioid Recovery and Remediation Fund. The statewide Opioid Recovery and Remediation Fund ("ORRF") shall receive $60 \%$ of each Annual Payment of Abatement Funds as well as: (a) amounts voluntarily realiocated to it by Participating Subdivisions; (b) amounts allocated to Subdivisions that are Non-Participating Subdivisions as of a Payment Date; and (c) any other Abatement Funds not paid out pursuant to Section C. The ORRF is a Statutory Trust, as that term is defined in the Settlements, established by the legislature in 2021 to expand access to opioid use disorder, prevention, intervention, treatment and recovery options throughout Massachusetts. The ORRF is administered by the Executive Office of Health and Human Services in consultation with a 20 -member state- and municipal-appointed advisory council with expertise and experience with opioid use disorder. ${ }^{1}$
E. Consent Judgments. This Agreement will be appended to proposed Consent Judgments filed in the Massachusetts Superior Court, in an action or actions filed by the Attomey General, consistent with the Statewide Opioid Settlements and any related legislation. In the event of a

[^9]conflict between this Agreement and the Statewide Opioid Settlements, the Statewide Opioid Settlements will govern.
F. State-Subdivision Agreement. This Agreement is a State-Subdivision Agreement as forth in Exhibit O to the Settlements and shall take effect subject to the approval requirements therein.
G. Authority. The undersigned officials understand and agree to be bound by this Agreement and represent that their execution of this Agreement is voluntary and authorized.
H. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.


## MASSACHUSETTS ABATEMENT TERMS

## I. STATEWIDE COMMITMENT TO ABATEMENT

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

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

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

## II. STATE USE OF ABATEMENT FUNDS

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

[^10]appointees qualified by experience and expertise regarding opioid use disorder. Appointees serve for two years. The Council holds public meetings every quarter to identify priorities for addressing the opioid epidemic in Massachusetts.

## 1II. MUNICIPAL USE OF ABATEMENT FUNDS

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

## 1. Opioid Use Disorder Treatment

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

## 2. Support Pcople In Treatment And Recovery

Support and promote programs or strategies that:
a. Provide comprehensive wrap-around services to individuals with OUD, including job placement, job training, or childcare.
b. Provide access to housing for people with OUD, including supportive housing, recovery housing, housing, rent, move-in deposits, and utilities assistance programs, training for housing providers, or recovery housing programs that integrate FDA-approved medication with other support services.
c. Rehabilitate properties appropriate for low-threshold and recovery housing, including in partnership with DHCD-funded agencies and OUD-specialized organizations.
d. Provide peer support specialists that support people in accessing OUD treatment, traumainformed counseling and recovery support, harm reduction services, primary healthcare,
or other services, including support for long-term recovery encompassing relapse, treatment, and continued recovery.
e. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD.
f. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD.
g. Provide transportation to treatment or recovery services for persons with OUD.
h. Provide employment training or educational services for persons with OUD, such as job training, job placement, interview coaching, community college or vocational school courses, transportation to these activities, or similar supports.
i. Increase the number and capacity of high-quality recovery programs to help people in recovery.
j. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
k. Support programs for recovery in schools and/or standalone recovery high schools.

1. Support bereaved families and frontline care providers.

## 3. Connections To Care

Provide connections to care for people who have, or are at risk of developing, OUD through programs or strategies that:
a. Support the work of Emergency Medical Systems, including peer support specialists and post-overdose response teams, to connect individuals to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services following an opioid overdose or other opioid-related adverse event.
b. Support school-based services related to OUD, such as school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people. This should include altematives to suspension or interaction with school resource officers such as restorative justice approaches.
c. Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.
d. Include Fire Department partnerships such as Safe Stations. ${ }^{3}$

## 4. Harm Reduction

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

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

Support diversion and deflection programs and strategies for criminal-justice-involved persons with OUD, including:
a. Programs, that connect individuals involved in the criminal justice system and upon release from jail or prison to OUD harm reduction services, treatment, recovery support, primary healthcare, prevention, legal support, or other supports, or that provide these

[^11]services.
b. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater OUD expertise.
c. Public safety-led diversion strategies such as the Law Enforcement Assisted Diversion model.
d. Participate in membership organizations such as the Police Assisted Addiction Recovery Initiative for training and networking and utilize law enforcement training opportunities such as the Safety and Health Integration in the Enforcement of Laws on Drugs (SHIELD) model. ${ }^{5}$

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

Support pregnant or parenting women with OUD and their families, including babies with neonatal abstinence syndrome, through programs or strategies that provide family supports or childcare services for parents with OUD, including supporting programs such as:
a. FIRST Steps Together, a home visiting program for parents in recovery that currently has seven sites serving cities and towns across the state;
b. Pregnant/post-partum and family residential treatment programs, including and in addition to the eight family residential treatment programs currently funded by DPH; and
c. the Moms Do Care recovery support program that has grown from two to ten programs in the state.

## 7. Prevent Misuse Of Opioids And Implement Prevention Education

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

[^12]first.org/centers/center-for-community-engagement/about-this-center//.
d. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD.
e. Support greater access to mental health services and supports for young people, including services provided in school and in the community to address mental health needs in young people that (when not addressed) increase the risk of opioid or another drug misuse.
f. Initiate, enhance, and sustain local youth health assessment through the implementation of a validated survey tool to develop localized strategic plans that will inform the best ways to institute or enhance strategies to reduce and prevent youth substance misuse, including mental health services and supports for young people, intervention services for families, and youth-focused programs, policies, and practices that have demonstrated effectiveness in reducing and preventing drug misuse.

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

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

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

## V. REPORTING AND RECORD-KEEPING REOUIREMENTS

A. STATE REPORTING. Annually, not later than October 1, the secretary of EOHHS shall file a report on the activity, revenue and expenditures to and from the statewide Opioid Recovery and Remediation Fund in the prior fiscal year with the clerks of the senate and the house of representatives, the house and senate committees on ways and means and the joint committee on mental health, substance use and recovery and made available on the executive office of health and human services' public website. The report shall include, but not be limited to: revenue credited to the fund; expenditures attributable to the administrative costs of the executive office; an itemized list of the funds expended from the fund; data and an assessment of how well resources have been directed to vulnerable and under-served communities. EOHHS filed its first Annual Report on October 1, 2021.
B. MUNICIPAL REPORTING. Cities and towns that receive annual abatement distributions of $\$ 35,000^{6}$ or more, whether individually or pooled through OLRH Shared Service arrangements, will be required to submit annual reports of their Municipal Abatement Fund expenditures in the prior fiscal year to EOHHS, starting in FY2023. The reports shall include, but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Additional reporting-related guidance shall be provided. All municipalities must: maintain, for a period of at least 5 years after funds are received, documents sufficient to reflect that Municipal Abatement Funds were utilized for the Municipal Abatement Strategies listed herein. ${ }^{7}$

[^13]Massachusetts Statewide Opioid Settlements
Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

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

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

| Grafton | Janssen Payment Year 1 | \$20,378.64 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Granby | Distributor Payment Year 1 | \$10,381.17 | 7/15/2022 |
| Granby | Distributor Payment Year 2 | \$10,910.10 | 9/30/2022 |
| Granby | Janssen Payment Year I | \$3,695.76 | 11/2/2022 |
| Granby | Janssen Payment Year 2 | \$8,622.29 | 11/2/2022 |
| Granby | Janssen Payment Year 3 | \$6,901.09 | 11/2/2022 |
| Granby | Janssen Payment Year 4 | \$10,596.36 | 11/2/2022 |
| Granby | Janssen Payment Year 5 | \$11,744.93 | 11/2/2022 |
| Granville | Distributor Payment Year 1 | \$1,502.95 | 11/2/2022 |
| Granville | Distributor Payment Year 2 | \$1,579.53 | 11/2/2022 |
| Granville | Janssen Payment Year 1 | \$535.06 | 11/2/2022 |
| Granville | Janssen Payment Year 2 | \$1,248.31 | 11/2/2022 |
| Granville | Janssen Payment Year 3 | \$999.12 | 11/2/2022 |
| Granville | Janssen Payment Year 4 | \$1,534.11 | 11/2/2022 |
| Granville | Janssen Payment Year 5 | \$1,700.39 | 11/2/2022 |
| Great Barrington | Distributor Payment Year 1 | \$1,743.58 | 8/15/2022 |
| Great Barrington | Distributor Payment Year 2 | \$1,832.42 | 9/30/2022 |
| Great Barrington | Janssen Payment Year 1 | \$620.73 | 11/2/2022 |
| Great Barrington | Janssen Payment Year 2 | \$1,448.16 | 11/2/2022 |
| Great Barrington | Janssen Payment Year 3 | \$1,159.08 | 11/2/2022 |
| Great Barrington | Janssen Payment Year 4 | \$1,779.72 | 11/2/2022 |
| Great Barrington | Janssen Payment Year 5 | \$1,972,63 | 11/2/2022 |
| Greenfield | Distributor Payment Year 1 | \$33,032.56 | 7/15/2022 |
| Greenfield | Distributor Payment Year 2 | \$34,715.62 | 9/30/2022 |
| Greenfield | Janssen Payment Year 1 | \$11,759.81 | 11/2/2022 |
| Greenfield | Janssen Payment Year 2 | \$27,435.86 | 11/2/2022 |
| Greenfield | Janssen Payment Year 3 | \$21,959.05 | 11/2/2022 |
| Greenfield | Janssen Payment Year 4 | \$33,717.28 | 11/2/2022 |
| Greenfield | Janssen Payment Year 5 | \$37,372.02 | 11/2/2022 |
| Groton | Distributor Payment Year 1 | \$824.27 | 8/15/2022 |
| Groton | Distributor Payment Year 2 | \$866.27 | 9/30/2022 |
| Groton | Janssen Payment Year 1 | \$293.45 | 11/2/2022 |
| Groton | Janssen Payment Year 2 | \$684.62 | 11/2/2022 |
| Groton | Janssen Payment Year 3 | \$547.95 | 11/2/2022 |
| Groton | Janssen Payment Year 4 | \$841.36 | 11/2/2022 |
| Groton | Janssen Payment Year 5 | \$932.56 | 11/2/2022 |
| Groveland | Distributor Payment Year 1 | \$800.07 | 7/15/2022 |
| Groveland | Distributor Payment Year 2 | \$840.84 | 9/30/2022 |
| Groveland | Janssen Payment Year 1 | \$284.83 | 11/2/2022 |
| Groveland | Janssen Payment Year 2 | \$664.52 | 11/2/2022 |
| Groveland | Janssen Payment Year 3 | \$531.86 | 11/2/2022 |
| Groveland | Janssen Payment Year 4 | \$816.66 | 11/2/2022 |
| Groveland | Janssen Payment Year 5 | \$905.18 | 11/2/2022 |
| Hadley | Distributor Payment Year 1 | \$7,571.11 | 8/15/2022 |

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

| Hadley | Distributor Payment Year 2 | \$7,956.86 | 9/30/2022 |
| :---: | :---: | :---: | :---: |
| Hadley | Janssen Payment Year 1 | \$2,695.36 | 11/2/2022 |
| Hadley | Janssen Payment Year 2 | \$6,288.34 | 11/2/2022 |
| Hadley | Janssen Payment Year 3 | \$5,033.04 | 11/2/2022 |
| Hadley | Janssen Payment Year 4 | \$7,728.04 | 11/2/2022 |
| Hadley | Janssen Payment Year 5 | \$8,565.72 | 11/2/2022 |
| Halifax | Distributor Payment Year 1 | \$5,434.26 | 7/15/2022 |
| Halifax | Distributor Payment Year 2 | \$5,711.14 | 9/30/2022 |
| Halifax | Janssen Payment Year 1 | \$1,934.63 | 11/2/2022 |
| Halifax | Janssen Payment Year 2 | \$4,513.53 | 11/2/2022 |
| Halifax | Janssen Payment Year 3 | \$3,612.53 | 11/2/2022 |
| Halifax | Janssen Payment Year 4 | \$5,546.90 | 11/2/2022 |
| Halifax | Janssen Payment Year 5 | \$6,148.15 | 11/2/2022 |
| Hamilton | Distributor Payment Year 1 | \$1,086.41 | 8/15/2022 |
| Hamilton | Distributor Payment Year 2 | \$1,141.77 | 9/30/2022 |
| Hamilton | Janssen Payment Year 1 | \$386.77 | 11/2/2022 |
| Hamilton | Janssen Payment Year 2 | \$902.34 | 11/2/2022 |
| Hamilton | Janssen Payment Year 3 | \$722.21 | 11/2/2022 |
| Hamilton | Janssen Payment Year 4 | \$1,108.93 | 11/2/2022 |
| Hamilton | Janssen Payment Year 5 | \$1,229.13 | 11/2/2022 |
| Hampden | Distributor Payment Year 1 | \$631.31 | 8/15/2022 |
| Hampden | Distributor Payment Year 2 | \$663.48 | 9/30/2022 |
| Hampden | Janssen Payment Year 1 | \$224.75 | 11/2/2022 |
| Hampden | Janssen Payment Year 2 | \$524.35 | 11/2/2022 |
| Hampden | Janssen Payment Year 3 | \$419.68 | 11/2/2022 |
| Hampden | Janssen Payment Year 4 | \$644.40 | 11/2/2022 |
| Hampden | Janssen Payment Year 5 | \$714.25 | 11/2/2022 |
| Hancock | Distributor Payment Year 1 | \$584.88 | 8/31/2022 |
| Hancock | Distributor Payment Year 2 | \$614.68 | 9/30/2022 |
| Hancock | Janssen Payment Year I | \$208.22 | 11/2/2022 |
| Hancock | Janssen Payment Year 2 | \$485.78 | 11/2/2022 |
| Hancock | Janssen Payment Year 3 | \$388.81 | 11/2/2022 |
| Hancock | Janssen Payment Year 4 | $\$ 597$ | 11/2/2022 |
| Hancock | Janssen Payment Year 5 | \$661.71 | 11/2/2022 |
| Hanover | Distributor Payment Year 1 | \$21,763.97 | 7/15/2022 |
| Hanover | Distributor Payment Year 2 | \$22,872.87 | 9/30/2022 |
| Hanover | Janssen Payment Year 1 | \$7,748.11 | 11/2/2022 |
| Hanover | Janssen Payment Year 2 | \$18,076.51 | 11/2/2022 |
| Hanover | Janssen Payment Year 3 | \$14,468.03 | 11/2/2022 |
| Hanover | Janssen Payment Year 4 | \$22,215.11 | 11/2/2022 |
| Hanover | Janssen Payment Year 5 | \$24,623.08 | 11/2/2022 |
| Hanson | Distributor Payment Year 1 | \$2,235.94 | 7/15/2022 |
| Hanson | Distributor Payment Year 2 | \$2,349.86 | 9/30/2022 |
| Hanson | Janssen Payment Year I | \$796.01 | 11/2/2022 |

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| Hanson | Janssen Payment Year 2 | \$1,857.10 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Hanson | Janssen Payment Year 3 | \$1,486.38 | 11/2/2022 |
| Hanson | Janssen Payment Year 4 | \$2,282.29 | 11/2/2022 |
| Hanson | Janssen Payment Year 5 | \$2,529.67 | 11/2/2022 |
| Harvard | Distributor Payment Ycar 1 | \$12,022.41 | 7/15/2022 |
| Harvard | Distributor Payment Year 2 | \$12,634.97 | 9/30/2022 |
| Harvard | Janssen Payment Year 1 | \$4,280.06 | 11/2/2022 |
| Harvard | Janssen Payment Year 2 | \$9,985.46 | 11/2/2022 |
| Harvard | Janssen Payment Year 3 | \$7,992.14 | 11/2/2022 |
| Harvard | Janssen Payment Year 4 | \$12,271.62 | 11/2/2022 |
| Harvard | Janssen Payment Year 5 | \$13,601.78 | 11/2/2022 |
| Harwich | Distributor Payment Year I | \$20,919.13 | 8/31/2022 |
| Harwich | Distributor Payment Year 2 | \$21,984.98 | 9/30/2022 |
| Harwich | Janssen Payment Year 1 | \$20,937.14 | 11/2/2022 |
| Hatfield | Distributor Payment Year 1 | \$4,582.09 | 7/29/2022 |
| Hatfield | Distributor Payment Year 2 | \$4,815.56 | 9/30/2022 |
| Hatfield | Janssen Payment Year 1 | \$1,631.25 | 11/2/2022 |
| Hatfield | Janssen Payment Year 2 | \$3,805.75 | 11/2/2022 |
| Hatfield | Janssen Payment Year 3 | \$3,046.04 | 11/2/2022 |
| Hatfield | Janssen Payment Year 4 | \$4,677.07 | 11/2/2022 |
| Hatfield | Janssen Payment Year 5 | \$5,184.04 | 11/2/2022 |
| Haverhill | Distributor Payment Year 1 | \$59,470.94 | 8/31/2022 |
| Haverhill | Distributor Payment Year 2 | \$62,501.06 | 9/30/2022 |
| Haverhill | Janssen Payment Year 1 | \$21,172,04 | 11/2/2022 |
| Haverhill | Janssen Payment Year 2 | \$49,394.79 | 11/2/2022 |
| Haverhill | Janssen Payment Year 3 | \$39,534.49 | 11/2/2022 |
| Haverhill | Janssen Payment Year 4 | \$60,703.68 | 11/2/2022 |
| Haverhill | Janssen Payment Year 5 | \$67,283.58 | 11/2/2022 |
| Heath | Distributor Payment Year 1 | \$86.11 | 7/15/2022 |
| Heath | Distributor Payment Year 2 | \$90.49 | 9/30/2022 |
| Heath | Janssen Payment Year 1 | \$30.65 | 11/2/2022 |
| Heath | Janssen Payment Year 2 | \$71.52 | 11/2/2022 |
| Heath | Janssen Payment Year 3 | \$57.24 | 11/2/2022 |
| Heath | Janssen Payment Year 4 | \$87.89 | 11/2/2022 |
| Heath | Janssen Payment Year 5 | \$97.42 | 11/2/2022 |
| Hingham | Distributor Payment Year 1 | \$35,265.99 | 7/15/2022 |
| Hingham | Distributor Payment Year 2 | \$37,062.84 | 9/30/2022 |
| Hingham | Janssen Payment Year 1 | \$12,554.92 | 11/2/2022 |
| Hingham | Janssen Payment Year 2 | \$29,290.88 | 11/2/2022 |
| Hingham | Janssen Payment Ycar 3 | \$23,443.77 | 11/2/2022 |
| Hingham | Janssen Payment Year 4 | \$35,997.01 | 11/2/2022 |
| Hingham | Janssen Payment Year 5 | \$39,898.85 | 11/2/2022 |
| Hinsdale | Distributor Payment Year 1 | \$270.33 | 8/15/2022 |
| Hinsdale | Distributor Payment Year 2 | \$284.11 | 9/30/2022 |

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

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| Hubbardston | Distributor Payment Year 2 | \$588.30 | 10/17/2022 |
| :---: | :---: | :---: | :---: |
| Hubbardston | Janssen Payment Year 1 | \$199.29 | 11/2/2022 |
| Hubbardston | Janssen Payment Year 2 | \$464.94 | 11/2/2022 |
| Hubbardston | Janssen Payment Year 3 | \$372.13 | 11/2/2022 |
| Hubbardston | Janssen Payment Year 4 | \$571.39 | 11/2/2022 |
| Hubbardston | Janssen Payment Year 5 | \$633.32 | 11/2/2022 |
| Hudson | Distributor Payment Year 1 | \$14,566.67 | 7/15/2022 |
| Hudson | Distributor Payment Year 2 | \$15,308.86 | 9/30/2022 |
| Hudson | Janssen Payment Year 1 | \$5,185.83 | 11/2/2022 |
| Hudson | Janssen Payment Year 2 | \$12,098.65 | 11/2/2022 |
| Hudson | Janssen Payment Year 3 | \$9,683.49 | 11/2/2022 |
| Hudson | Janssen Payment Year 4 | \$14,868.62 | 11/2/2022 |
| Hudson | Janssen Payment Year 5 | \$16,480.28 | 11/2/2022 |
| Hull | Distributor Payment Year 1 | \$14,276.94 | 8/15/2022 |
| Hull | Distributor Payment Year 2 | \$15,004.37 | 9/30/2022 |
| Hull | Janssen Payment Year 1 | \$5,082.68 | 11/2/2022 |
| Hull | Janssen Payment Year 2 | \$11,858 | 11/2/2022 |
| Huil | Janssen Payment Year 3 | \$9,490.88 | 11/2/2022 |
| Hull | Janssen Payment Year 4 | \$14,572.88 | 11/2/2022 |
| Hull | Janssen Payment Year 5 | \$16,152.49 | 11/2/2022 |
| Huntington | Distributor Payment Year 1 | \$193.99 | 7/15/2022 |
| Huntington | Distributor Payment Year 2 | \$203.87 | 9/30/2022 |
| Huntington | Janssen Payment Year 1 | \$69.06 | 11/2/2022 |
| Huntington | Janssen Payment Year 2 | \$161.12 | 11/2/2022 |
| Huntington | Janssen Payment Year 3 | \$128.96 | 11/2/2022 |
| Huntington | Janssen Payment Year 4 | \$198.01 | 11/2/2022 |
| Huntington | Janssen Payment Year 5 | \$219.47 | 11/2/2022 |
| Ipswich | Distributor Payment Year 1 | \$15,188.36 | 7/15/2022 |
| Ipswich | Distributor Payment Year 2 | \$15,962.23 | 9/30/2022 |
| Ipswich | Janssen Payment Year 1 | \$5,407.15 | 11/2/2022 |
| Ipswich | Janssen Payment Year 2 | \$12,615 | 11/2/2022 |
| Ipswich | Janssen Payment Year 3 | \$10,096.77 | 11/2/2022 |
| Ipswich | Janssen Payment Year 4 | \$15,503.20 | 11/2/2022 |
| Ipswich | Janssen Payment Year 5 | \$17,183.64 | 11/2/2022 |
| Kingston | Distributor Payment Year 1 | \$10,001.09 | 8/15/2022 |
| Kingston | Distributor Payment Year 2 | \$10,510.65 | 9/30/2022 |
| Kingston | Janssen Payment Year 1 | \$10,009.70 | 11/2/2022 |
| Lakeville | Distributor Payment Year 1 | \$1,476.95 | 8/15/2022 |
| Lakeville | Distributor Payment Year 2 | \$1,552.20 | 9/30/2022 |
| Lakeville | Janssen Payment Ycar 1 | \$525.80 | 11/2/2022 |
| Lakeville | Janssen Payment Ycar 2 | \$1,226.71 | 11/2/2022 |
| Lakeville | Janssen Payment Year 3 | \$981.83 | 11/2/2022 |
| Lakeville | Janssen Payment Year 4 | \$1,507.56 | 11/2/2022 |
| Lakeville | Janssen Payment Year 5 | \$1,670.97 | 11/2/2022 |

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

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

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| Lowel! | Distributor Payment Year 2 | \$78,616.04 | 9/30/2022 |
| :---: | :---: | :---: | :---: |
| Lowell | Janssen Payment Year 1 | \$26,630.93 | 11/2/2022 |
| Lowell | Janssen Payment Year 2 | \$62,130.51 | 11/2/2022 |
| Lowell | Janssen Payment Year 3 | \$49,727.88 | 11/2/2022 |
| Lowell | Janssen Payment Year 4 | \$76,355.24 | [1/2/2022 |
| Lowell | Janssen Payment Year 5 | \$84,631.66 | 11/2/2022 |
| Ludlow | Distributor Payment Year 1 | \$22,221.73 | 7/15/2022 |
| Ludlow | Distributor Payment Year 2 | \$23,353.96 | 9/30/2022 |
| Ludlow | Janssen Payment Year 1 | \$7,911.08 | 11/2/2022 |
| Ludlow | Janssen Payment Year 2 | \$18,456.71 | 11/2/2022 |
| Ludlow | Janssen Payment Year 3 | \$14,772.34 | 11/2/2022 |
| Ludlow | Janssen Payment Year 4 | \$22,682.36 | 11/2/2022 |
| Ludlow | Janssen Payment Year 5 | \$25,140.98 | 11/2/2022 |
| Lunenburg | Distributor Payment Year 1 | \$13,996.49 | 7/29/2022 |
| Lunenburg | Distributor Payment Year 2 | \$14,709.62 | 9/30/2022 |
| Lunenburg | Janssen Payment Year 1 | \$4,982.84 | 11/2/2022 |
| Lunenburg | Janssen Payment Year 2 | \$11,625.06 | 11/2/2022 |
| Lunenburg | Janssen Payment Year 3 | \$9,304.44 | 11/2/2022 |
| Lunenburg | Janssen Payment Year 4 | \$14,286.61 | 11/2/2022 |
| Lunenburg | Janssen Payment Year 5 | \$15,835.19 | 11/2/2022 |
| Lymn | Distributor Payment Year 1 | \$116,252.19 | 7/15/2022 |
| Lymn | Distributor Payment Year 2 | \$122,175.38 | 9/30/2022 |
| Lymn | Janssen Payment Year 1 | \$41,386.52 | 11/2/2022 |
| Lymn | Janssen Payment Year 2 | \$96,555.60 | 11/2/2022 |
| Lymn | Janssen Payment Year 3 | \$77,280.95 | 11/2/2022 |
| Lymn | Janssen Payment Year 4 | \$118,661.92 | 11/2/2022 |
| Lymn | Janssen Payment Ycar 5 | \$131,524.12 | 11/2/2022 |
| Lynnfield | Distributor Payment Year 1 | \$17,039.90 | 9/15/2022 |
| Lynnfield | Distributor Payment Year 2 | \$17,908.11 | 9/30/2022 |
| Lynnfield | Janssen Payment Year 1 | \$6,066.31 | 11/2/2022 |
| Lynnfield | Janssen Payment Year 2 | \$14,152.83 | 11/2/2022 |
| Lynnfield | Janssen Payment Year 3 | \$11,327.61 | 11/2/2022 |
| Lynnfield | Janssen Payment Year 4 | \$17,393.11 | 11/2/2022 |
| Lynnfield | Janssen Payment Year 5 | \$19,278.42 | 11/2/2022 |
| Malden | Distributor Payment Year 1 | \$34,031.85 | 7/15/2022 |
| Malden | Distributor Payment Year 2 | \$35,765.81 | 9/30/2022 |
| Malden | Janssen Payment Year 1 | \$12,115.56 | 11/2/2022 |
| Malden | Janssen Payment Year 2 | \$28,265.84 | 11/2/2022 |
| Malden | Janssen Payment Year 3 | \$22,623.35 | 11/2/2022 |
| Malden | Janssen Payment Year 4 | \$34,737.28 | 11/2/2022 |
| Malden | Janssen Payment Year 5 | \$38,502.58 | 11/2/2022 |
| Manchester-By-The-Se | Distributor Payment Year 1 | \$1,468.71 | 9/15/2022 |
| Manchester-By-The-Se | Distributor Payment Year 2 | \$1,543.55 | 9/30/2022 |
| Manchester-By-The-Se | Janssen Payment Year 1 | \$522.87 | 11/2/2022 |

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

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| Mashpee | Janssen Payment Year 4 | $\$ 25,787.16$ | $11 / 2 / 2022$ |
| :--- | :--- | ---: | ---: |
| Mashpee | Janssen Payment Year 5 | $\$ 28,582.32$ | $11 / 2 / 2022$ |
| Massachusetts | Distributor Payment Year 1 | $\$ 9,770.20$ | $9 / 30 / 2022$ |
| Massachusetts | Janssen Payment Year 1 | $\$ 179,569.71$ | $10 / 18 / 2022$ |
| Mattapoisett | Distributor Payment Year 1 | $\$ 6,162.01$ | $8 / 15 / 2022$ |
| Mattapoisett | Distributor Payment Year 2 | $\$ 6,475.97$ | $9 / 30 / 2022$ |
| Mattapoisett | Janssen Payment Year 1 | $\$ 2,193.71$ | $11 / 2 / 2022$ |
| Mattapoisett | Janssen Payment Year 2 | $\$ 5,117.98$ | $11 / 2 / 2022$ |
| Mattapoisett | Janssen Payment Year 3 | $\$ 4,096.32$ | $11 / 2 / 2022$ |
| Mattapoisett | Janssen Payment Year 4 | $\$ 6,289.73$ | $11 / 2 / 2022$ |
| Mattapoisett | Janssen Payment Year 5 | $\$ 6,971.50$ | $11 / 2 / 2022$ |
| Maynard | Distributor Payment Year 1 | $\$ 7,412.49$ | $9 / 30 / 2022$ |
| Maynard | Distributor Payment Year 2 | $\$ 7,790.17$ | $9 / 30 / 2022$ |
| Maynard | Janssen Payment Year 1 | $\$ 2,638.90$ | $11 / 2 / 2022$ |
| Maynard | Janssen Payment Year 2 | $\$ 6,156.60$ | $11 / 2 / 2022$ |
| Maynard | Janssen Payment Year 3 | $\$ 4,927.60$ | $11 / 2 / 2022$ |
| Maynard | Janssen Payment Year 4 | $\$ 7,566.14$ | $11 / 2 / 2022$ |
| Maynard | Janssen Payment Year 5 | $\$ 8,386.27$ | $11 / 2 / 2022$ |
| Medfield | Distributor Payment Year 1 | $\$ 15,218.58$ | $7 / 29 / 2022$ |
| Medfield | Distributor Payment Year 2 | $\$ 15,993.98$ | $9 / 30 / 2022$ |
| Medfield | Janssen Payment Year 1 | $\$ 5,417.91$ | $11 / 2 / 2022$ |
| Medfield | Janssen Payment Year 2 | $\$ 12,640.10$ | $11 / 2 / 2022$ |
| Medfield | Janssen Payment Year 3 | $\$ 10,116.85$ | $11 / 2 / 2022$ |
| Medfield | Janssen Payment Year 4 | $\$ 15,534.04$ | $11 / 2 / 2022$ |
| Medfield | Janssen Payment Year 5 | $\$ 17,217.83$ | $11 / 2 / 2022$ |
| Medford | Distributor Payment Year 1 | $\$ 29,010.48$ | $7 / 15 / 2022$ |
| Medford | Distributor Payment Year 2 | $\$ 30,488.60$ | $9 / 30 / 2022$ |
| Medford | Janssen Payment Year 1 | $\$ 10,327.92$ | $11 / 2 / 2022$ |
| Medford | Janssen Payment Year 2 | $\$ 24,095.24$ | $11 / 2 / 2022$ |
| Medford | Janssen Payment Year 3 | $\$ 19,285.29$ | $11 / 2 / 2022$ |
| Medford | Janssen Payment Year 4 | $\$ 29,611.82$ | $11 / 2 / 2022$ |
| Medford | Janssen Payment Year 5 | $\$ 32,821.55$ | $11 / 2 / 2022$ |
| Medway | Distributor Payment Year 1 | $\$ 14,173.89$ | $7 / 15 / 2022$ |
| Medway | Distributor Payment Year 2 | $\$ 14,896.07$ | $9 / 30 / 2022$ |
| Medway | Janssen Payment Year 1 | $\$ 5,046$ | $11 / 2 / 2022$ |
| Medway | Janssen Payment Year 2 | $\$ 1,99.15$ | $1,772.41$ |

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| Melrose | Janssen Payment Year 4 | \$17,119.09 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Melrose | Janssen Payment Year 5 | \$18,974.69 | 11/2/2022 |
| Mendon | Distributor Payment Year 1 | \$1,198.46 | 9/15/2022 |
| Mendon | Distributor Payment Year 2 | \$1,259.52 | 9/30/2022 |
| Mendon | Janssen Payment Year 1 | \$426.66 | 11/2/2022 |
| Mendon | Janssen Payment Year 2 | \$995.40 | 11/2/2022 |
| Mendon | Janssen Payment Year 3 | \$796.70 | 11/2/2022 |
| Mendon | Janssen Payment Year 4 | \$1,223.30 | 11/2/2022 |
| Mendon | Janssen Payment Year 5 | \$1,355.90 | 11/2/2022 |
| Mcrrimac | Distributor Payment Year 1 | \$732.79 | 8/15/2022 |
| Merrimac | Distributor Payment Year 2 | \$770.13 | 9/30/2022 |
| Merrimac | Janssen Payment Year 1 | \$260.88 | 11/2/2022 |
| Merrimac | Janssen Payment Year 2 | \$608.63 | 11/2/2022 |
| Merrimac | Janssen Payment Year 3 | \$487.14 | 11/2/2022 |
| Merrimac | Janssen Payment Year 4 | \$747.98 | 11/2/2022 |
| Merrimac | Janssen Payment Year 5 | \$829.06 | 11/2/2022 |
| Methuen | Distributor Payment Year 1 | \$52,213.42 | 9/30/2022 |
| Methuen | Distributor Payment Year 2 | \$54,873.76 | 9/30/2022 |
| Methuen | Janssen Payment Year ! | \$18,588.31 | 11/2/2022 |
| Methuen | Janssen Payment Year 2 | \$43,366.91 | 11/2/2022 |
| Methuen | Janssen Payment Year 3 | \$34,709.91 | 11/2/2022 |
| Methuen | Janssen Payment Year 4 | \$53,295.73 | 11/2/2022 |
| Methuen | Janssen Payment Year 5 | \$59,072.65 | 11/2/2022 |
| Middleborough | Distributor Payment Year I | \$28,727.24 | 7/15/2022 |
| Middleborough | Distributor Payment Year 2 | \$30,190.93 | 9/30/2022 |
| Middleborough | Janssen Payment Year 1 | \$28,751,98 | 11/2/2022 |
| Middleton | Distributor Payment Year I | \$6,697.88 | 7/15/2022 |
| Middleton | Distributor Payment Year 2 | \$7,039.14 | 9/30/2022 |
| Middleton | Janssen Payment Year 1 | \$2,384.49 | 11/2/2022 |
| Middleton | Janssen Payment Year 2 | \$5,563.06 | 11/2/2022 |
| Middleton | Janssen Payment Year 3 | \$4,452.55 | 11/2/2022 |
| Middleton | Janssen Payment Year 4 | \$6,836.72 | 11/2/2022 |
| Middleton | Janssen Payment Year 5 | \$7,577.77 | 11/2/2022 |
| Milford | Distributor Payment Year 1 | \$38,882.57 | 7/15/2022 |
| Milford | Distributor Payment Year 2 | \$40,863.68 | 9/30/2022 |
| Milford | Janssen Payment Year 1 | \$13,842.44 | 11/2/2022 |
| Milford | Janssen Payment Year 2 | \$32,294.70 | 11/2/2022 |
| Milford | Janssen Payment Year 3 | \$25,847.96 | 11/2/2022 |
| Milford | Janssen Payment Year 4 | \$39,688.54 | 11/2/2022 |
| Milford | Janssen Payment Ycar 5 | \$43,990.53 | 11/2/2022 |
| Millibury | Distributor Payment Year 1 | \$17,033.96 | 8/31/2022 |
| Millbury | Distributor Payment Year 2 | \$17,901.86 | 9/30/2022 |
| Millbury | Janssen Payment Year 1 | \$6,064.20 | 11/2/2022 |
| Millbury | Janssen Payment Year 2 | \$14,147.90 | 11/2/2022 |

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| Millbury | Janssen Payment Year 3 | \$11,323.66 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Millbury | Janssen Payment Year 4 | \$17,387.05 | 11/2/2022 |
| Millbury | Janssen Payment Year 5 | \$19,271.70 | 11/2/2022 |
| Millis | Distributor Payment Year 1 | \$7,301.90 | 7/15/2022 |
| Millis | Distributor Payment Ycar 2 | \$7,673.94 | 9/30/2022 |
| Millis | Janssen Payment Year 1 | \$2,599.52 | 11/2/2022 |
| Millis | Janssen Payment Year 2 | \$6,064.74 | 11/2/2022 |
| Millis | Janssen Payment Year 3 | \$4,854.08 | 11/2/2022 |
| Millis | Janssen Payment Year 4 | \$7,453.25 | 11/2/2022 |
| Millis | Janssen Payment Ycar 5 | \$8,261.14 | 11/2/2022 |
| Milton | Distributor Payment Year 1 | \$25,711.27 | 9/15/2022 |
| Milton | Distributor Payment Year 2 | \$27,021.29 | 9/30/2022 |
| Milton | Janssen Payment Year 1 | \$9,153.38 | 11/2/2022 |
| Milton | Janssen Payment Year 2 | \$21,355.01 | 11/2/2022 |
| Milton | Janssen Payment Year 3 | \$17,092.08 | 11/2/2022 |
| Milton | Janssen Payment Year 4 | \$26,244.22 | 11/2/2022 |
| Milton | Janssen Payment Year 5 | \$29,088.93 | 11/2/2022 |
| Monson | Distributor Payment Year 1 | \$9,247.96 | 8/31/2022 |
| Monson | Distributor Payment Year 2 | \$9,719.15 | 9/30/2022 |
| Monson | Janssen Payment Year 1 | \$3,292.33 | 11/2/2022 |
| Monson | Janssen Payment Year 2 | \$7,681.08 | 11/2/2022 |
| Monson | Janssen Payment Year 3 | \$6,147.76 | 11/2/2022 |
| Monson | Janssen Payment Year 4 | \$9,439.66 | 11/2/2022 |
| Monson | Janssen Payment Year 5 | \$10,462.85 | 11/2/2022 |
| Montague | Distributor Payment Year 1 | \$2,128.30 | 7/15/2022 |
| Montague | Distributor Payment Year 2 | \$2,236.74 | 9/30/2022 |
| Montague | Janssen Payment Year 1 | \$757.69 | 11/2/2022 |
| Montague | Janssen Payment Year 2 | \$1,767,70 | 11/2/2022 |
| Montague | Janssen Payment Year 3 | \$1,414.83 | 11/2/2022 |
| Montague | Janssen Payment Year 4 | \$2,172.41 | 11/2/2022 |
| Montague | Janssen Payment Year 5 | \$2,407.89 | 11/2/2022 |
| Monterey | Distributor Payment Year 1 | \$307.74 | 7/15/2022 |
| Monterey | Distributor Payment Year 2 | \$323.42 | 9/30/2022 |
| Monterey | Janssen Payment Year 1 | \$109.56 | 11/2/2022 |
| Monterey | Janssen Payment Year 2 | \$255.60 | 11/2/2022 |
| Monterey | Janssen Payment Year 3 | \$204.58 | 11/2/2022 |
| Monterey | Janssen Payment Year 4 | \$314.12 | 11/2/2022 |
| Monterey | Janssen Payment Year 5 | \$348.17 | 11/2/2022 |
| Nahant | Distributor Payment Year 1 | \$2,596.33 | 9/30/2022 |
| Nahant | Distributor Payment Year 2 | \$2,728.62 | 9/30/2022 |
| Nahant | Janssen Payment Year 1 | \$924.31 | 11/2/2022 |
| Nahant | Janssen Payment Year 2 | \$2,156.43 | 11/2/2022 |
| Nahant | Janssen Payment Year 3 | \$1,725.96 | 11/2/2022 |
| Nahant | Janssen Payment Year 4 | \$2,650.15 | 11/2/2022 |

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| Nahant | Janssen Payment Year 5 | \$2,937.41 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Nantucket | Distributor Payment Year 1 | \$8,050.69 | 7/15/2022 |
| Nantucket | Distributor Payment Year 2 | \$8,460.88 | 9/30/2022 |
| Nantucket | Janssen Payment Year 1 | \$2,866.10 | 11/2/2022 |
| Nantucket | Janssen Payment Year 2 | \$6,686,66 | 11/2/2022 |
| Nantucket | Janssen Payment Year 3 | \$5,351.86 | 11/2/2022 |
| Nantucket | Janssen Payment Year 4 | \$8,217.57 | 11/2/2022 |
| Nantucket | Janssen Payment Year 5 | \$9,108.30 | 11/2/2022 |
| Natick | Distributor Payment Year 1 | \$24,989.98 | 8/31/2022 |
| Natick | Distributor Payment Year 2 | \$26,263.25 | 9/30/2022 |
| Natick | Janssen Payment Year 1 | \$8,896.59 | 11/2/2022 |
| Natick | Janssen Payment Year 2 | \$20,755.93 | 11/2/2022 |
| Natick | Janssen Payment Year 3 | \$16,612.59 | 11/2/2022 |
| Natick | Janssen Payment Year 4 | \$25,507.99 | 11/2/2022 |
| Natick | Janssen Payment Year 5 | \$28,272.89 | 11/2/2022 |
| Needham | Distributor Payment Year 1 | \$35,889.26 | 7/15/2022 |
| Needham | Distributor Payment Year 2 | \$37,717.86 | 9/30/2022 |
| Needham | Janssen Payment Year 1 | \$12,776.81 | 11/2/2022 |
| Needham | Janssen Payment Year 2 | \$29,808.55 | 11/2/2022 |
| Needham | Janssen Payment Year 3 | \$23,858.10 | 11/2/2022 |
| Needham | Janssen Payment Year 4 | \$36,633.19 | 11/2/2022 |
| Needham | Janssen Payment Year 5 | \$40,603.99 | 11/2/2022 |
| New Bedford | Distributor Payment Ycar 1 | \$172,486.70 | 7/15/2022 |
| New Bedford | Distributor Payment Year 2 | \$181,275.11 | 9/30/2022 |
| New Bedford | Janssen Payment Year 1 | \$61,406.37 | 11/2/2022 |
| New Bedford | Janssen Payment Year 2 | \$143,262.31 | 11/2/2022 |
| New Bedford | Janssen Payment Year 3 | \$114,663.96 | 11/2/2022 |
| New Bedford | Janssen Payment Year 4 | \$176,062.09 | 11/2/2022 |
| New Bedford | Janssen Payment Year 5 | \$195,146.10 | 11/2/2022 |
| New Marlborough | Distributor Payment Year 1 | \$240.58 | 7/29/2022 |
| New Marlborough | Distributor Payment Year 2 | \$252.84 | 9/30/2022 |
| New Marlborough | Janssen Payment Year 1 | \$85.65 | 11/2/2022 |
| New Marlborough | Janssen Payment Year 2 | \$199.82 | 11/2/2022 |
| New Marlborough | Janssen Payment Year 3 | \$159.93 | 11/2/2022 |
| New Marlborough | Janssen Payment Year 4 | $\$ 245.57$ | 11/2/2022 |
| New Marlborough | Janssen Payment Year 5 | \$272.18 | 11/2/2022 |
| New Salem | Distributor Payment Year 1 | \$178.76 | 8/15/2022 |
| New Salem | Distributor Payment Year 2 | \$187.87 | 9/30/2022 |
| New Salem | Janssen Payment Year 1 | \$63.64 | 11/2/2022 |
| New Salem | Janssen Payment Year 2 | $\$ 148.47$ | 11/2/2022 |
| New Salem | Janssen Payment Year 3 | \$118.84 | 11/2/2022 |
| New Salem | Janssen Payment Year 4 | \$182.47 | 11/2/2022 |
| New Salem | Janssen Payment Year 5 | \$202.25 | 11/2/2022 |
| Newbury | Distributor Payment Year 1 | \$988.88 | 7/15/2022 |

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| Newbury | Distributor Payment Year 2 | \$1,039.26 | 9/30/2022 |
| :---: | :---: | :---: | :---: |
| Newbury | Janssen Payment Year 1 | \$352.05 | 11/2/2022 |
| Newbury | Janssen Payment Year 2 | \$821.33 | 11/2/2022 |
| Newbury | Janssen Payment Year 3 | \$657.38 | 11/2/2022 |
| Newbury | Janssen Payment Year 4 | \$1,009.38 | 11/2/2022 |
| Newbury | Janssen Payment Year 5 | \$1,118.79 | 11/2/2022 |
| Newburyport | Distributor Payment Year 1 | \$21,221.77 | 7/15/2022 |
| Newburyport | Distributor Payment Year 2 | \$22,303.05 | 9/30/2022 |
| Newburyport | Janssen Payment Year 1 | \$7,555.09 | 11/2/2022 |
| Newburyport | Janssen Payment Year 2 | \$17,626.17 | 11/2/2022 |
| Newburyport | Janssen Payment Year 3 | \$14,107.60 | 11/2/2022 |
| Newburyport | Janssen Payment Year 4 | \$21,661.67 | 11/2/2022 |
| Newburyport | Janssen Payment Year 5 | \$24,009.66 | 11/2/2022 |
| Newton | Distributor Payment Year 1 | \$73,682.78 | 7/15/2022 |
| Newton | Distributor Payment Year 2 | \$77,437.01 | 9/30/2022 |
| Newton | Janssen Payment Year 1 | \$26,231.54 | 11/2/2022 |
| Newton | Janssen Payment Year 2 | \$61,198.72 | 11/2/2022 |
| Newton | Janssen Payment Year 3 | \$48,982.09 | 11/2/2022 |
| Newton | Janssen Payment Year 4 | \$75,210.12 | 11/2/2022 |
| Newton | Janssen Payment Year 5 | \$83,362.41 | 11/2/2022 |
| Norfolk | Distributor Payment Year 1 | \$6,521.83 | 7/15/2022 |
| Norfolk | Distributor Payment Year 2 | \$6,854.13 | 9/30/2022 |
| Norfolk | Janssen Payment Year 1 | \$2,321.81 | 11/2/2022 |
| Norfolk | Janssen Payment Year 2 | \$5,416.84 | 11/2/2022 |
| Norfolk | Janssen Payment Year 3 | \$4,335.52 | 11/2/2022 |
| Norfolk | Janssen Payment Year 4 | \$6,657.02 | 11/2/2022 |
| Norfolk | Janssen Payment Year 5 | \$7,378.60 | 11/2/2022 |
| Norfolk County | Distributor Payment Year I | \$4,111.93 | 7/15/2022 |
| Norfolk County | Distributor Payment Year 2 | \$4,321.44 | 9/30/2022 |
| Norfolk County | Janssen Payment Year 1 | \$1,463.87 | 11/2/2022 |
| Norfolk County | Janssen Payment Year 2 | \$3,415.25 | 11/2/2022 |
| Norfolk County | Janssen Payment Ycar 3 | \$2,733.49 | 11/2/2022 |
| Norfolk County | Janssen Payment Year 4 | \$4,197.17 | 11/2/2022 |
| Norfolk County | Janssen Payment Year 5 | \$4,652.11 | 11/2/2022 |
| North Adams | Distributor Payment Year 1 | \$25,040.90 | 7/15/2022 |
| North Adams | Distributor Payment Year 2 | \$26,316.77 | 9/30/2022 |
| North Adams | Janssen Payment Year 1 | \$8,914.72 | 11/2/2022 |
| North Adams | Janssen Payment Year 2 | \$20,798.23 | 11/2/2022 |
| North Adams | Janssen Payment Year 3 | \$16,646.44 | 11/2/2022 |
| North Adams | Janssen Payment Year 4 | \$25,559.97 | 11/2/2022 |
| North Adams | Janssen Payment Year 5 | \$28,330.50 | 11/2/2022 |
| North Andover | Distributor Payment Year 1 | \$32,827.02 | 7/15/2022 |
| North Andover | Distributor Payment Year 2 | \$34,499.60 | 9/30/2022 |
| North Andover | Janssen Payment Year 1 | \$11,686.63 | 11/2/2022 |

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

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| Northfield | Janssen Payment Year 4 | \$1,140.66 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Northfield | Janssen Payment Year 5 | \$1,264.30 | 11/2/2022 |
| Norton | Distributor Payment Year 1 | \$33,331.40 | 7/15/2022 |
| Norton | Distributor Payment Year 2 | \$35,029.67 | 9/30/2022 |
| Norton | Janssen Payment Year 1 | \$11,866.19 | 11/2/2022 |
| Norton | Janssen Payment Year 2 | \$27,684.06 | 11/2/2022 |
| Norton | Janssen Payment Year 3 | \$22,157.71 | 11/2/2022 |
| Norton | Janssen Payment Year 4 | \$34,022.31 | 11/2/2022 |
| Norton | Janssen Payment Year 5 | \$37,710.11 | 11/2/2022 |
| Norwell | Distributor Payment Year I | \$20,112.44 | 7/15/2022 |
| Norwell | Distributor Payment Year 2 | \$21,137.19 | 9/30/2022 |
| Norwell | Janssen Payment Year 1 | \$7,160.16 | 11/2/2022 |
| Norwell | Janssen Payment Year 2 | \$16,704.79 | 11/2/2022 |
| Norwell | Janssen Payment Year 3 | \$13,370.14 | 11/2/2022 |
| Norwell | Janssen Payment Year 4 | \$20,529.34 | 11/2/2022 |
| Norwell | Janssen Payment Year 5 | \$22,754.59 | 11/2/2022 |
| Norwood | Distributor Payment Year 1 | \$24,921.18 | 7/15/2022 |
| Norwood | Distributor Payment Year 2 | \$26,190.95 | 9/30/2022 |
| Norwood | Janssen Payment Year 1 | \$8,872.10 | 11/2/2022 |
| Norwood | Janssen Payment Year 2 | \$20,698.79 | 11/2/2022 |
| Norwood | Janssen Payment Year 3 | \$16,566.85 | 11/2/2022 |
| Norwood | Janssen Payment Year 4 | \$25,437.76 | 11/2/2022 |
| Norwood | Janssen Payment Year 5 | \$28,195.05 | 11/2/2022 |
| Oak Bluffs | Distributor Payment Year 1 | \$5,617.15 | 7/15/2022 |
| Oak Bluffs | Distributor Payment Year 2 | \$5,903.35 | 9/30/2022 |
| Oak Bluffs | Janssen Payment Year 1 | \$5,621.99 | 11/2/2022 |
| Oakham | Distributor Payment Year 1 | \$191.85 | 9/30/2022 |
| Oakham | Distributor Payment Year 2 | \$201.63 | 9/30/2022 |
| Oakham | Janssen Payment Year 1 | \$68.30 | 11/2/2022 |
| Oakham | Janssen Payment Year 2 | \$159.35 | 11/2/2022 |
| Oakham | Janssen Payment Year 3 | \$127.54 | 11/2/2022 |
| Oakham | Janssen Payment Year 4 | \$195.83 | 11/2/2022 |
| Oakham | Janssen Payment Year 5 | \$217.06 | 11/2/2022 |
| Orange | Distributor Payment Year 1 | \$10,054.65 | 7/15/2022 |
| Orange | Distributor Payment Year 2 | \$10,566.95 | 9/30/2022 |
| Orange | Janssen Payment Year I | \$3,579.52 | 11/2/2022 |
| Orange | Janssen Payment Year 2 | \$8,351.09 | 11/2/2022 |
| Orange | Janssen Payment Year 3 | \$6,684.03 | 11/2/2022 |
| Orange | Janssen Payment Year 4 | \$10,263.07 | 11/2/2022 |
| Orange | Janssen Payment Year 5 | \$11,375.52 | 11/2/2022 |
| Orleans | Distributor Payment Year 1 | \$6,829.03 | 10/17/2022 |
| Orleans | Distributor Payment Year 2 | \$7,176.98 | 10/17/2022 |
| Orleans | Janssen Payment Year 1 | \$2,431.18 | 11/2/2022 |
| Orleans | Janssen Payment Year 2 | \$5,671.99 | 11/2/2022 |

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

## Massachusetts Statewide Opioid Settlements <br> Massachusetts Municipal Opioid Abatement Payments as of Nov, 4, 2022

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

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| Plainville | Janssen Payment Year 5 | \$6,097.99 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Plymouth | Distributor Payment Year 1 | \$78,344.30 | 7/15/2022 |
| Plymouth | Distributor Payment Year 2 | \$82,336.04 | 9/30/2022 |
| Plymouth | Janssen Payment Year 1 | \$78,411.75 | 11/2/2022 |
| Plymouth County | Distributor Payment Year 1 | \$65.55 | 7/15/2022 |
| Plymouth County | Distributor Payment Year 2 | \$68.88 | 9/30/2022 |
| Plymouth County | Janssen Payment Year 1 | \$23.33 | 11/2/2022 |
| Plymouth County | Janssen Payment Year 2 | \$54.44 | 11/2/2022 |
| Plymouth County | Janssen Payment Year 3 | \$43.57 | 11/2/2022 |
| Plymouth County | Janssen Payment Year 4 | \$66.90 | 11/2/2022 |
| Plymouth County | Janssen Payment Year 5 | \$74.16 | 11/2/2022 |
| Plympton | Distributor Payment Year 1 | \$2,278.21 | 7/15/2022 |
| Plympton | Distributor Payment Year 2 | \$2,394.29 | 9/30/2022 |
| Plympton | Janssen Payment Year 1 | \$811.06 | 11/2/2022 |
| Plympton | Janssen Payment Year 2 | \$1,892.21 | 11/2/2022 |
| Plympton | Janssen Payment Year 3 | \$1,514.48 | 11/2/2022 |
| Plympton | Janssen Payment Year 4 | \$2,325.43 | 11/2/2022 |
| Plympton | Janssen Payment Year 5 | \$2,577.49 | 11/2/2022 |
| Princeton | Distributor Payment Year 1 | \$686.63 | 7/15/2022 |
| Princeton | Distributor Payment Year 2 | \$721.62 | 9/30/2022 |
| Princeton | Janssen Payment Year 1 | \$244.45 | 11/2/2022 |
| Princeton | Janssen Payment Year 2 | \$570.30 | 11/2/2022 |
| Princeton | Janssen Payment Year 3 | \$456.45 | 11/2/2022 |
| Princeton | Janssen Payment Year 4 | \$700.87 | 11/2/2022 |
| Princeton | Janssen Payment Year 5 | \$776.84 | 11/2/2022 |
| Provincetown | Distributor Payment Year 1 | \$6,536.63 | 8/31/2022 |
| Provincetown | Distributor Payment Year 2 | \$6,869.68 | 9/30/2022 |
| Provincetown | Janssen Payment Year I | \$2,327.08 | 11/2/2022 |
| Provincetown | Janssen Payment Year 2 | \$5,429.13 | 11/2/2022 |
| Provincetown | Janssen Payment Year 3 | \$4,345.36 | 11/2/2022 |
| Provincetown | Janssen Payment Year 4 | \$6,672.13 | 11/2/2022 |
| Provincetown | Janssen Payment Year 5 | \$7,395.34 | 11/2/2022 |
| Quincy | Distributor Payment Year 1 | \$75,059.47 | 9/30/2022 |
| Quincy | Distributor Payment Year 2 | \$78,883.84 | 9/30/2022 |
| Quincy | Janssen Payment Year 1 | \$26,721.65 | 11/2/2022 |
| Quincy | Janssen Payment Year 2 | \$62,342.15 | 11/2/2022 |
| Quincy | Janssen Payment Year 3 | \$49,897.27 | 11/2/2022 |
| Quincy | Janssen Payment Year 4 | \$76,615.34 | 11/2/2022 |
| Quincy | Janssen Payment Year 5 | \$84,919.95 | 11/2/2022 |
| Randolph | Distributor Payment Year 1 | \$25,692.48 | 7/29/2022 |
| Randolph | Distributor Payment Year 2 | \$27,001.55 | 9/30/2022 |
| Randolph | Janssen Payment Year 1 | \$9,146.69 | 11/2/2022 |
| Randolph | Janssen Payment Year 2 | \$21,339.41 | 11/2/2022 |
| Randolph | Janssen Payment Year 3 | \$17,079.59 | 11/2/2022 |

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

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

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

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| Sheffield | Janssen Payment Year 3 | \$323.25 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Sheffield | Janssen Payment Year 4 | \$496.34 | 11/2/2022 |
| Sheffield | Janssen Payment Year 5 | \$550.14 | 11/2/2022 |
| Shelburne | Distributor Payment Year 1 | \$1,064.15 | 7/15/2022 |
| Shelburne | Distributor Payment Year 2 | \$1,118.37 | 9/30/2022 |
| Shelburne | Janssen Payment Year 1 | \$378.84 | 11/2/2022 |
| Shelburne | Janssen Payment Year 2 | \$883.85 | 11/2/2022 |
| Shelburne | Janssen Payment Year 3 | \$707.41 | 11/2/2022 |
| Shelburne | Janssen Payment Year 4 | \$1,086.20 | 11/2/2022 |
| Shelburne | Janssen Payment Ycar 5 | \$1,203.94 | 11/2/2022 |
| Sherborn | Distributor Payment Year 1 | \$2,639.06 | 7/15/2022 |
| Sherborn | Distributor Payment Year 2 | \$2,773.52 | 9/30/2022 |
| Sherbom | Janssen Payment Year 1 | \$939.52 | 11/2/2022 |
| Sherborn | Janssen Payment Year 2 | \$2,191.92 | 11/2/2022 |
| Sherborn | Janssen Payment Year 3 | \$1,754.37 | 11/2/2022 |
| Sherborn | Janssen Payment Year 4 | \$2,693.76 | 11/2/2022 |
| Sherborn | Janssen Payment Year 5 | \$2,985.75 | 11/2/2022 |
| Shirley | Distributor Payment Year 1 | \$362.64 | 9/30/2022 |
| Shirley | Distributor Payment Year 2 | \$381.12 | 9/30/2022 |
| Shirley | Janssen Payment Year 1 | \$129.10 | 11/2/2022 |
| Shirley | Janssen Payment Year 2 | \$301.20 | 11/2/2022 |
| Shirley | Janssen Payment Year 3 | \$241.07 | 11/2/2022 |
| Shirley | Janssen Payment Year 4 | \$370.16 | 11/2/2022 |
| Shirley | Janssen Payment Year 5 | \$410.28 | 11/2/2022 |
| Shrewsbury | Distributor Payment Year 1 | \$47,261.65 | 7/15/2022 |
| Shrewsbury | Distributor Payment Year 2 | \$49,669.69 | 9/30/2022 |
| Shrewsbury | Janssen Payment Year 1 | \$16,825.45 | 11/2/2022 |
| Shrewsbury | Janssen Payment Year 2 | \$39,254.12 | 11/2/2022 |
| Shrewsbury | Janssen Payment Year 3 | \$31,418.12 | 11/2/2022 |
| Shrewsbury | Janssen Payment Year 4 | \$48,241.31 | 11/2/2022 |
| Shrewsbury | Janssen Payment Year 5 | \$53,470.36 | 11/2/2022 |
| Somerset | Distributor Payment Year 1 | \$21,499.08 | 7/15/2022 |
| Somerset | Distributor Payment Year 2 | \$22,594.48 | 9/30/2022 |
| Somerset | Janssen Payment Year 1 | \$7,653.81 | 11/2/2022 |
| Somerset | Janssen Payment Year 2 | \$17,856.49 | 11/2/2022 |
| Somerset | Janssen Payment Year 3 | \$14,291.94 | 11/2/2022 |
| Somerset | Janssen Payment Year 4 | \$21,944.72 | 11/2/2022 |
| Somerset | Janssen Payment Year 5 | \$24,323.39 | 11/2/2022 |
| Somerville | Distributor Payment Year 1 | \$40,448.49 | 7/15/2022 |
| Somerville | Distributor Payment Ycar 2 | \$42,509.39 | 9/30/2022 |
| Somerville | Janssen Payment Year I | \$14,399.92 | 11/2/2022 |
| Somerville | Janssen Payment Year 2 | \$33,595.31 | 11/2/2022 |
| Somerville | Janssen Payment Year 3 | \$26,888.94 | 11/2/2022 |
| Somerville | Janssen Payment Year 4 | \$41,286.93 | 11/2/2022 |

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

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

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

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| Sudbury | Distributor Payment Year 1 | \$14,243 | 7/15/2022 |
| :---: | :---: | :---: | :---: |
| Sudbury | Distributor Payment Year 2 | \$14,968.70 | 9/30/2022 |
| Sudbury | Janssen Payment Year 1 | \$5,070.60 | 11/2/2022 |
| Sudbury | Janssen Payment Year 2 | \$11,829.81 | 11/2/2022 |
| Sudbury | Janssen Payment Year 3 | \$9,468.32 | 11/2/2022 |
| Sudbury | Janssen Payment Year 4 | \$14,538.24 | 11/2/2022 |
| Sudbury | Janssen Payment Year 5 | \$16,114.09 | 11/2/2022 |
| Sunderland | Distributor Payment Year 1 | \$2,880.78 | 7/15/2022 |
| Sunderland | Distributor Payment Year 2 | \$3,027.56 | 9/30/2022 |
| Sunderland | Janssen Payment Year 1 | \$1,025.58 | 11/2/2022 |
| Sunderland | Janssen Payment Year 2 | \$2,392.69 | 11/2/2022 |
| Sunderland | Janssen Payment Year 3 | \$1,915.06 | 11/2/2022 |
| Sunderland | Janssen Payment Year 4 | \$2,940.50 | 11/2/2022 |
| Sunderland | Janssen Payment Year 5 | \$3,259.23 | 11/2/2022 |
| Sutton | Distributor Payment Year 1 | \$12,566.42 | 8/15/2022 |
| Sutton | Distributor Payment Year 2 | \$13,206.69 | 9/30/2022 |
| Sutton | Janssen Payment Year 1 | \$4,473.73 | 11/2/2022 |
| Sutton | Janssen Payment Year 2 | \$10,437.29 | 11/2/2022 |
| Sutton | Janssen Payment Year 3 | \$8,353.78 | 11/2/2022 |
| Sutton | Janssen Payment Year 4 | \$12,826.90 | 11/2/2022 |
| Sutton | Janssen Payment Year 5 | \$14,217.26 | 11/2/2022 |
| Swampscott | Distributor Payment Year 1 | \$20,466.04 | 8/31/2022 |
| Swampscott | Distributor Payment Year 2 | \$21,508.81 | 9/30/2022 |
| Swampscott | Janssen Payment Year 1 | \$7,286.04 | 11/2/2022 |
| Swampscott | Janssen Payment Year 2 | \$16,998.48 | 11/2/2022 |
| Swampscott | Janssen Payment Year 3 | \$13,605.20 | 11/2/2022 |
| Swampscott | Janssen Payment Year 4 | \$20,890.27 | 11/2/2022 |
| Swampscott | Janssen Payment Ycar 5 | \$23,154.64 | 11/2/2022 |
| Swansea | Distributor Payment Year 1 | \$22,840.36 | 7/15/2022 |
| Swansea | Distributor Payment Year 2 | \$24,004.11 | 9/30/2022 |
| Swansea | Janssen Payment Year 1 | \$8,131.32 | 11/2/2022 |
| Swansea | Janssen Payment Year 2 | \$18,970.52 | 11/2/2022 |
| Swansea | Janssen Payment Year 3 | \$15,183.59 | 11/2/2022 |
| Swansea | Janssen Payment Year 4 | \$23,313.81 | 11/2/2022 |
| Swansea | Janssen Payment Year 5 | \$25,840.88 | 11/2/2022 |
| Taunton | Distributor Payment Year 1 | \$96,088.32 | 7/15/2022 |
| Taunton | Distributor Payment Year 2 | \$100,984.14 | 9/30/2022 |
| Taunton | Janssen Payment Year 1 | \$34,208.06 | 11/2/2022 |
| Taunton | Janssen Payment Year 2 | \$79,808.09 | 11/2/2022 |
| Taunton | Janssen Payment Year 3 | \$63,876.62 | 11/2/2022 |
| Taunton | Janssen Payment Year 4 | \$98,080.09 | 11/2/2022 |
| Taunton | Janssen Payment Year 5 | \$108,711.34 | 11/2/2022 |
| Templeton | Distributor Payment Year 1 | \$1,224.96 | 7/29/2022 |
| Templeton | Distributor Payment Year 2 | \$1,287.37 | 9/30/2022 |

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| Templeton | Janssen Payment Year 1 | \$436.09 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Templeton | Janssen Payment Year 2 | \$1,017.42 | 11/2/2022 |
| Templeton | Janssen Payment Year 3 | \$814.32 | 11/2/2022 |
| Templeton | Janssen Payment Year 4 | \$1,250.35 | 11/2/2022 |
| Templeton | Janssen Payment Year 5 | \$1,385.88 | 11/2/2022 |
| Tewksbury | Distributor Payment Year 1 | \$18,452.04 | 7/15/2022 |
| Tewksbury | Distributor Payment Year 2 | \$19,392.20 | 9/30/2022 |
| Tewksbury | Janssen Payment Year 1 | \$6,569.05 | 11/2/2022 |
| Tewksbury | Janssen Payment Year 2 | \$15,325.72 | 11/2/2022 |
| Tewksbury | Janssen Payment Year 3 | \$12,266.36 | 11/2/2022 |
| Tewksbury | Janssen Payment Year 4 | \$18,834.53 | 11/2/2022 |
| Tewksbury | Janssen Payment Year 5 | \$20,876.07 | 11/2/2022 |
| Tisbury | Distributor Payment Year 1 | \$4,860.88 | 11/2/2022 |
| Tisbury | Distributor Payment Year 2 | \$5,108.55 | 11/2/2022 |
| Tisbury | Janssen Payment Year 1 | \$1,730.51 | 11/2/2022 |
| Tisbury | Janssen Payment Year 2 | \$4,037.31 | 11/2/2022 |
| Tisbury | Janssen Payment Year 3 | \$3,231.37 | 11/2/2022 |
| Tisbury | Janssen Payment Year 4 | \$4,961.64 | 11/2/2022 |
| Tisbury | Janssen Payment Year 5 | \$5,499.45 | 11/2/2022 |
| Townsend | Distributor Payment Year 1 | \$685.38 | 9/15/2022 |
| Townsend | Distributor Payment Year 2 | \$720.30 | 9/30/2022 |
| Townsend | Janssen Payment Year 1 | \$244 | 11/2/2022 |
| Townsend | Janssen Payment Ycar 2 | \$569.25 | 11/2/2022 |
| Townsend | Janssen Payment Year 3 | \$455.62 | 11/2/2022 |
| Townsend | Janssen Payment Year 4 | \$699.58 | 11/2/2022 |
| Townsend | Janssen Payment Year 5 | \$775.41 | 11/2/2022 |
| Truro | Distributor Payment Year 1 | \$4,413.07 | 7/15/2022 |
| Truro | Distributor Payment Year 2 | \$4,637.92 | 9/30/2022 |
| Truro | Janssen Payment Year 1 | \$1,571.08 | 11/2/2022 |
| Truro | Janssen Payment Year 2 | \$3,665.36 | 11/2/2022 |
| Truro | Janssen Payment Year 3 | \$2,933.67 | 11/2/2022 |
| Truro | Janssen Payment Year 4 | \$4,504.54 | 11/2/2022 |
| Truro | Janssen Payment Year 5 | \$4,992.81 | 11/2/2022 |
| Tyngsborough | Distributor Payment Year 1 | \$8,489.42 | 8/15/2022 |
| Tyngsborough | Distributor Payment Year 2 | \$8,921.97 | 9/30/2022 |
| Tyngsborough | Janssen Payment Year 1 | \$3,022.29 | 11/2/2022 |
| Tyngsborough | Janssen Payment Year 2 | \$7,051.06 | 11/2/2022 |
| Tyngsborough | Janssen Payment Year 3 | \$5,643.51 | 11/2/2022 |
| Tyngsborough | Janssen Payment Year 4 | \$8,665.40 | 11/2/2022 |
| Tyngsborough | Janssen Payment Ycar 5 | \$9,604.67 | 11/2/2022 |
| Upton | Distributor Payment Year 1 | \$1,541.14 | 8/15/2022 |
| Upton | Distributor Payment Year 2 | \$1,619.66 | 9/30/2022 |
| Upton | Janssen Payment Year 1 | \$548.66 | 11/2/2022 |
| Upton | Janssen Payment Year 2 | \$1,280.02 | 11/2/2022 |

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

| Upton | Janssen Payment Year 3 | \$1,024.50 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Upton | Janssen Payment Year 4 | \$1,573.09 | 11/2/2022 |
| Upton | Janssen Payment Year 5 | \$1,743.60 | 11/2/2022 |
| Uxbridge | Distributor Payment Year 1 | \$16,473.54 | 7/15/2022 |
| Uxbridge | Distributor Payment Year 2 | \$17,312.89 | 9/30/2022 |
| Uxbridge | Janssen Payment Year 1 | \$5,864.69 | 11/2/2022 |
| Uxbridge | Janssen Payment Year 2 | \$13,682.43 | 11/2/2022 |
| Uxbridge | Janssen Payment Year 3 | \$10,951.12 | 11/2/2022 |
| Uxbridge | Janssen Payment Year 4 | \$16,815.02 | 11/2/2022 |
| Uxbridge | Janssen Payment Year 5 | \$18,637,66 | 11/2/2022 |
| Wakefield | Distributor Payment Year 1 | \$15,454.42 | 7/15/2022 |
| Wakefield | Distributor Payment Year 2 | \$16,241.85 | 9/30/2022 |
| Wakefield | Janssen Payment Year 1 | \$5,501.87 | 11/2/2022 |
| Wakefield | Janssen Payment Year 2 | \$12,835.98 | 11/2/2022 |
| Wakefield | Janssen Payment Year 3 | \$10,273.64 | 11/2/2022 |
| Wakefield | Janssen Payment Year 4 | \$15,774.77 | 11/2/2022 |
| Wakefield | Janssen Payment Year 5 | \$17,484.66 | 11/2/2022 |
| Walpole | Distributor Payment Year 1 | \$23,328.08 | 7/15/2022 |
| Walpole | Distributor Payment Year 2 | \$24,516.67 | 9/30/2022 |
| Walpole | Janssen Payment Year 1 | \$8,304.95 | 11/2/2022 |
| Walpoie | Janssen Payment Year 2 | \$19,375.61 | 11/2/2022 |
| Walpole | Janssen Payment Year 3 | \$15,507.80 | 11/2/2022 |
| Walpole | Janssen Payment Year 4 | \$23,811.64 | 11/2/2022 |
| Walpole | Janssen Payment Year 5 | \$26,392,66 | 11/2/2022 |
| Waltham | Distributor Payment Year 1 | \$38,873.48 | 7/15/2022 |
| Waltham | Distributor Payment Year 2 | \$40,854.13 | 9/30/2022 |
| Waltham | Janssen Payment Year 1 | \$13,839.21 | 11/2/2022 |
| Waltham | Janssen Payment Year 2 | \$32,287.15 | 11/2/2022 |
| Waltham | Janssen Payment Year 3 | \$25,841.92 | 11/2/2022 |
| Waltham | Janssen Payment Year 4 | \$39,679.27 | 11/2/2022 |
| Waltham | Janssen Payment Year 5 | \$43,980.24 | 11/2/2022 |
| Ware | Distributor Payment Ycar 1 | \$14,866.67 | 7/15/2022 |
| Ware | Distributor Payment Year 2 | \$15,624.14 | 9/30/2022 |
| Ware | Janssen Payment Year 1 | \$5,292.63 | 11/2/2022 |
| Ware | Janssen Payment Year 2 | \$12,347.81 | 11/2/2022 |
| Ware | Janssen Payment Year 3 | \$9,882,91 | 11/2/2022 |
| Ware | Janssen Payment Year 4 | \$15,174.83 | 11/2/2022 |
| Ware | Janssen Payment Year 5 | \$16,819.69 | 11/2/2022 |
| Wareham | Distributor Payment Year 1 | \$26,258.52 | 7/15/2022 |
| Warcham | Distributor Payment Year 2 | \$27,596.42 | 9/30/2022 |
| Warcham | Janssen Payment Year 1 | \$9,348.20 | 11/2/2022 |
| Wareham | Janssen Payment Year 2 | \$21,809.54 | 11/2/2022 |
| Wareham | Janssen Payment Year 3 | \$17,455.87 | 11/2/2022 |
| Wareham | Janssen Payment Year 4 | \$26,802.82 | 11/2/2022 |

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

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| Wellesley | Janssen Payment Year 4 | \$35,868.48 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Weilesley | Janssen Payment Year 5 | \$39,756.39 | 11/2/2022 |
| Wellfleet | Distributor Payment Year 1 | \$4,877.26 | 8/15/2022 |
| Wellfleet | Distributor Payment Year 2 | \$5,125.76 | 9/30/2022 |
| Wellfleet | Janssen Payment Year 1 | \$1,736.33 | 11/2/2022 |
| Wellfleet | Janssen Payment Year 2 | \$4,050.90 | 11/2/2022 |
| Wellfleet | Janssen Payment Year 3 | \$3,242.25 | 11/2/2022 |
| Wellfleet | Janssen Payment Year 4 | \$4,978.35 | 11/2/2022 |
| Wellfleet | Janssen Payment Year 5 | \$5,517.98 | 11/2/2022 |
| Wendell | Distributor Payment Year 1 | \$76.75 | 8/31/2022 |
| Wendell | Distributor Payment Year 2 | \$80.66 | 9/30/2022 |
| Wendell | Janssen Payment Year 1 | \$27.32 | 11/2/2022 |
| Wendell | Janssen Payment Year 2 | \$63.74 | 11/2/2022 |
| Wendell | Janssen Payment Year 3 | \$51.02 | 11/2/2022 |
| Wendell | Janssen Payment Year 4 | \$78.34 | 11/2/2022 |
| Wendell | Janssen Payment Year 5 | \$86.83 | 11/2/2022 |
| West Bridgewater | Distributor Payment Year I | \$10,718.43 | 7/15/2022 |
| West Bridgewater | Distributor Payment Year 2 | \$11,264.54 | 9/30/2022 |
| West Bridgewater | Janssen Payment Year 1 | \$3,815.83 | 11/2/2022 |
| West Bridgewater | Janssen Payment Year 2 | \$8,902.41 | 11/2/2022 |
| West Bridgewater | Janssen Payment Year 3 | \$7,125.29 | 11/2/2022 |
| West Bridgewater | Janssen Payment Year 4 | \$10,940.60 | 11/2/2022 |
| West Bridgewater | Janssen Payment Ycar 5 | \$12,126.50 | 11/2/2022 |
| West Newbury | Distributor Payment Year 1 | \$635.26 | 7/15/2022 |
| West Newbury | Distributor Payment Year 2 | \$667.63 | 9/30/2022 |
| West Newbury | Janssen Payment Year 1 | \$226.16 | 11/2/2022 |
| West Newbury | Janssen Payment Year 2 | \$527.63 | 11/2/2022 |
| West Newbury | Janssen Payment Year 3 | \$422.30 | 11/2/2022 |
| West Newbury | Janssen Payment Year 4 | \$648.43 | 11/2/2022 |
| West Newbury | Janssen Payment Year 5 | \$718.71 | 11/2/2022 |
| West Springfield | Distributor Payment Year 1 | \$33,797.06 | 8/31/2022 |
| West Springfield | Distributor Payment Year 2 | \$35,519.07 | 9/30/2022 |
| West Springfield | Janssen Payment Year 1 | \$12,031.97 | 11/2/2022 |
| West Springfield | Janssen Payment Year 2 | \$28,070.83 | 11/2/2022 |
| West Springfield | Janssen Payment Year 3 | \$22,467,27 | 11/2/2022 |
| West Springfield | Janssen Payment Ycar 4 | \$34,497.63 | 11/2/2022 |
| West Springfield | Janssen Payment Year 5 | \$38,236.95 | 11/2/2022 |
| West Stockbridge | Distributor Payment Year 1 | \$207.43 | 8/15/2022 |
| West Stockbridge | Distributor Payment Year 2 | \$218 | 9/30/2022 |
| West Stockbridge | Janssen Payment Year 1 | \$73.85 | 11/2/2022 |
| West Stockbridge | Janssen Payment Ycar 2 | \$172.28 | 11/2/2022 |
| West Stockbridge | Janssen Payment Year 3 | \$137.89 | 11/2/2022 |
| West Stockbridge | Janssen Payment Year 4 | \$211.73 | 11/2/2022 |
| West Stockbridge | Janssen Payment Year 5 | \$234.68 | 11/2/2022 |

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

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

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

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

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| Windsor | Janssen Payment Year 5 | \$43.28 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Winthrop | Distributor Payment Year 1 | \$10,998.09 | 8/15/2022 |
| Winthrop | Distributor Payment Year 2 | \$11,558.45 | 9/30/2022 |
| Winthrop | Janssen Payment Year 1 | \$11,007.56 | 11/2/2022 |
| Woburn | Distributor Payment Year 1 | \$25,587.68 | 7/15/2022 |
| Woburn | Distributor Payment Year 2 | \$26,891.40 | 9/30/2022 |
| Woburn | Janssen Payment Year 1 | \$9,109.38 | 11/2/2022 |
| Woburn | Janssen Payment Year 2 | \$21,252.36 | 11/2/2022 |
| Woburn | Janssen Payment Year 3 | \$17,009.92 | 11/2/2022 |
| Woburn | Janssen Payment Year 4 | \$26,118.07 | 11/2/2022 |
| Woburn | Janssen Payment Year 5 | \$28,949.11 | 11/2/2022 |
| Worcester | Distributor Payment Year 1 | \$277,013.43 | 7/15/2022 |
| Worcester | Distributor Payment Year 2 | \$291,127.61 | 9/30/2022 |
| Worcester <br> Worthington | Janssen Payment Year 1 | \$277,251.95 | 11/2/2022 |
| Worthington | Distributor Payment Year 1 | \$110.06 | 8/15/2022 |
| Worthington | $\frac{\text { Distributor Payment Year } 2}{\text { Janssen Payment Year } 1}$ | \$115.67 | 9/30/2022 |
| Worthington | Janssen Payment Year 1 | \$39.18 | 11/2/2022 |
| Worthington | Janssen Payment Year 3 | \$91.41 | 11/2/2022 |
| Worthington | Janssen Payment Year 4 |  | 11/2/2022 |
| Worthington | Janssen Payment Year 5 |  | 11/2/2022 |
| Wrentham | Distributor Payment Year 1 | \$7,024.34 | 11/2/2022 |
| Wrentham | Distributor Payment Year 2 | \$7,382.24 | 7/15/2022 |
| Wrentham | Janssen Payment Year 1 | \$2,500.71 | 9/30/2022 |
| Wrentham | Janssen Payment Year 2 | \$5,834.21 | 11/2/2022 |
| Wrentham | Janssen Payment Year 3 | \$4,669.57 | 11/2/2022 |
| Wrentham | Janssen Payment Year 4 | \$7,169.95 | 11/2/2022 |
| Wrentham | Janssen Payment Year 5 | \$7,947.12 | 11/2/2022 |
| Yarmouth | Distributor Payment Year 1 | \$9,555.68 | 11/2/2022 |
| Yarmouth | Distributor Payment Year 2 | \$10,042.55 | 9/30/2022 |
| Yarmouth | Janssen Payment Year 1 | \$3,401,88 | 11/2/2022 |
| Yarmouth | Janssen Payment Year 2 | \$7,936.66 | 11/2/2022 |
| Yarmouth | Janssen Payment Year 3 | \$6,352.33 | 11/2/2022 |
| Yarmouth | Janssen Payment Year 4 | \$9,753,75 | 11/2/2022 |
| Yarmouth | Janssen Payment Year 5 | \$10,811 | 11/2/2022 |

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

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

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

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

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

## Massachusetts Statewide Opioid Settlements <br> Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022

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

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

| Bellingham | Janssen Payment Year 2 | \$11,895.83 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Bellingham | Janssen Payment Year 3 | \$9,521.15 | 11/2/2022 |
| Bellingham | Janssen Payment Year 4 | \$14,619.37 | 11/2/2022 |
| Bellingham | Janssen Payment Year 5 | \$16,204.01 | 11/2/2022 |
| Berkley | Distributor Payment Year 1 | \$8,857.24 | 7/15/2022 |
| Berkley | Distributor Payment Year 2 | \$9,308.52 | 9/30/2022 |
| Berkley | Janssen Payment Year 1 | \$3,153.23 | 11/2/2022 |
| Berkley | Janssen Payment Year 2 | \$7,356.56 | 11/2/2022 |
| Berkley | Janssen Payment Year 3 | \$5,888.02 | 11/2/2022 |
| Berkley | Janssen Payment Year 4 | \$9,040.83 | 11/2/2022 |
| Berkley | Janssen Payment Year 5 | \$10,020.80 | 11/2/2022 |
| Berlin | Distributor Payment Year 1 | \$2,904.94 | 8/15/2022 |
| Berlin | Distributor Payment Year 2 | \$3,052.95 | 9/30/2022 |
| Berlin | Janssen Payment Year 1 | \$1,034.18 | 11/2/2022 |
| Berlin | Janssen Payment Year 2 | \$2,412.76 | 11/2/2022 |
| Berlin | Janssen Payment Year 3 | \$1,931.12 | 11/2/2022 |
| Berlin | Janssen Payment Year 4 | \$2,965.16 | 11/2/2022 |
| Berlin | Janssen Payment Year 5 | \$3,286.56 | 11/2/2022 |
| Bernardston | Distributor Payment Year 1 | \$297.62 | 8/31/2022 |
| Bernardston | Distributor Payment Year 2 | \$312.79 | 9/30/2022 |
| Bernardston | Janssen Payment Year 1 | \$105.96 | 11/2/2022 |
| Bernardston | Janssen Payment Year 2 | \$247.20 | 11/2/2022 |
| Bernardston | Janssen Payment Year 3 | \$197.85 | 11/2/2022 |
| Bernardston | Janssen Payment Year 4 | \$303.79 | 11/2/2022 |
| Bernardston | Janssen Payment Year 5 | \$336.72 | 11/2/2022 |
| Beveriy | Distributor Payment Year 1 | \$35,067.64 | 7/15/2022 |
| Beverly | Distributor Payment Year 2 | \$36,854.38 | 9/30/2022 |
| Beverly | Janssen Payment Year 1 | \$35,097.84 | 11/2/2022 |
| Billerica | Distributor Payment Year 1 | \$28,270.73 | 8/15/2022 |
| Billerica | Distributor Payment Year 2 | \$29,711.16 | 9/30/2022 |
| Billerica | Janssen Payment Year 1 | \$10,064.56 | 11/2/2022 |
| Billerica | Janssen Payment Year 2 | \$23,480.83 | 11/2/2022 |
| Billerica | Janssen Payment Year 3 | \$18,793.53 | 11/2/2022 |
| Billerica | Janssen Payment Year 4 | \$28,856.75 | 11/2/2022 |
| Billerica | Janssen Payment Year 5 | \$31,984.63 | 11/2/2022 |
| Blackstone | Distributor Payment Year 1 | \$1,617.50 | 7/29/2022 |
| Blackstone | Distributor Payment Year 2 | \$1,699.92 | 9/30/2022 |
| Blackstone | Janssen Payment Year 1 | \$575.84 | 11/2/2022 |
| Blackstone | Janssen Payment Year 2 | \$1,343.45 | 11/2/2022 |
| Blackstone | Janssen Payment Year 3 | \$1,075.27 | 11/2/2022 |
| Blackstone | Janssen Payment Year 4 | \$1,651.03 | 11/2/2022 |
| Blackstone | Janssen Payment Year 5 | \$1,829.99 | 11/2/2022 |
| Blandford | Distributor Payment Year 1 | \$65.78 | 7/15/2022 |
| Blandford | Distributor Payment Year 2 | \$69.13 | 9/30/2022 |

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 Massachusetts Municipal Opioid Abatement Payments as of Nov. 4, 2022| Blandford | Janssen Payment Year 1 | \$23.42 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Blandford | Janssen Payment Year 2 | \$54.64 | 11/2/2022 |
| Blandford | Janssen Payment Year 3 | \$43.73 | 11/2/2022 |
| Blandford | Janssen Payment Year 4 | \$67.15 | 11/2/2022 |
| Blandford | Janssen Payment Year 5 | \$74.42 | 11/2/2022 |
| Bolton | Distributor Payment Year 1 | \$804.02 | 8/15/2022 |
| Bolton | Distributor Payment Year 2 | \$844.98 | 9/30/2022 |
| Bolton | Janssen Payment Year 1 | \$286.24 | 11/2/2022 |
| Bolton | Janssen Payment Year 2 | \$667.79 | 11/2/2022 |
| Bolton | Janssen Payment Year 3 | \$534.49 | 11/2/2022 |
| Bolton | Janssen Payment Year 4 | \$820.68 | 11/2/2022 |
| Bolton | Janssen Payment Year 5 | \$909.64 | 11/2/2022 |
| Boston | Distributor Payment Year 1 | \$772,461.89 | 7/29/2022 |
| Boston | Distributor Payment Year 2 | \$811,819.78 | 9/30/2022 |
| Boston | Janssen Payment Year 1 | \$275,001.40 | 11/2/2022 |
| Boston | Janssen Payment Year 2 | \$641,583.82 | 11/2/2022 |
| Boston | Janssen Payment Year 3 | \$513,509.40 | 11/2/2022 |
| Boston | Janssen Payment Year 4 | \$788,473.90 | 11/2/2022 |
| Boston | Janssen Payment Year 5 | \$873,939.42 | 11/2/2022 |
| Bourne | Distributor Payment Year I | \$27,635.59 | 7/29/2022 |
| Bourne | Distributor Payment Year 2 | \$29,043.65 | 9/30/2022 |
| Boume | Janssen Payment Year 1 | \$9,838.45 | 11/2/2022 |
| Bourne | Janssen Payment Year 2 | \$22,953.29 | 11/2/2022 |
| Boume | Janssen Payment Year 3 | \$18,371.31 | 11/2/2022 |
| Bourne | Janssen Payment Year 4 | \$28,208.43 | 11/2/2022 |
| Bourne | Janssen Payment Year 5 | \$31,266.05 | 11/2/2022 |
| Boxford | Distributor Payment Year 1 | \$6,662.94 | 9/15/2022 |
| Boxford | Distributor Payment Year 2 | \$7,002.42 | 9/30/2022 |
| Boxford | Janssen Payment Year 1 | \$2,372.05 | 11/2/2022 |
| Boxford | Janssen Payment Year 2 | \$5,534.04 | 11/2/2022 |
| Boxford | Janssen Payment Year 3 | \$4,429.32 | 11/2/2022 |
| Boxford | Janssen Payment Year 4 | \$6,801.05 | 11/2/2022 |
| Boxford | Janssen Payment Year 5 | \$7,538.24 | 11/2/2022 |
| Boyiston | Distributor Payment Year 1 | \$4,107.18 | 7/15/2022 |
| Boylston | Distributor Payment Year 2 | \$4,316.45 | 9/30/2022 |
| Boylston | Janssen Payment Year 1 | \$1,462,18 | 11/2/2022 |
| Boylston | Janssen Payment Year 2 | \$3,411.30 | 11/2/2022 |
| Boylston | Janssen Payment Year 3 | \$2,730.33 | 11/2/2022 |
| Boylston | Janssen Payment Year 4 | \$4,192.32 | 11/2/2022 |
| Boylston | Janssen Payment Year 5 | \$4,646.74 | 11/2/2022 |
| Braintree | Distributor Payment Year 1 | \$32,552.80 | 8/15/2022 |
| Braintree | Distributor Payment Year 2 | \$34,211.41 | 9/30/2022 |
| Braintree | Janssen Payment Year 1 | \$11,589.01 | 11/2/2022 |
| Braintree | Janssen Payment Year 2 | \$27,037.39 | 11/2/2022 |

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

| Braintree | Janssen Payment Year 3 | $\$ 21,640.12$ | $11 / 2 / 2022$ |
| :--- | :--- | ---: | ---: |
|  | Braintree | Janssen Payment Year 4 | $\$ 33,227.57$ |
| Braintree | Dissen Payment Year 5 | $\$ 36,829.23$ | $11 / 2 / 2022$ |
| Brewster | Distributor Payment Year 1 | $\$ 9,380.97$ | $7 / 1 / 2022$ |
| Brewster | Janssen Payment Year 1 | $\$ 9,858.94$ | $9 / 30 / 2022$ |
| Brewster | Janssen Payment Year 2 | $\$ 3,339.68$ | $11 / 2 / 2022$ |
| Brewster | Janssen Payment Year 3 | $\$ 7,791.55$ | $11 / 2 / 2022$ |
| Brewster | Janssen Payment Year 4 | $\$ 6,236.19$ | $11 / 2 / 2022$ |
| Brewster | Janssen Payment Year 5 | $\$ 9,575.42$ | $11 / 2 / 2022$ |
| Brewster | Distributor Payment Year 1 | $\$ 10,613.34$ | $11 / 2 / 2022$ |
| Bridgewater | Distributor Payment Year 2 | $\$ 4,166.20$ | $7 / 15 / 2022$ |
| Bridgewater | Janssen Payment Year 1 | $\$ 4,378.47$ | $9 / 30 / 2022$ |
| Bridgewater | Janssen Payment Year 2 | $\$ 1,483.19$ | $11 / 2 / 2022$ |
| Bridgewater | Janssen Payment Year 3 | $\$ 3,460.32$ | $11 / 2 / 2022$ |
| Bridgewater | Janssen Payment Year 4 | $\$ 2,769.56$ | $11 / 2 / 2022$ |
| Bridgewater | Janssen Payment Year 5 | $\$ 4,252.56$ | $11 / 2 / 2022$ |
| Bridgewater | Distributor Payment Year 1 | $\$ 4,713.51$ | $11 / 2 / 2022$ |
| Brimfield | Distributor Payment Year 2 | $\$ 2,597.41$ | $11 / 2 / 2022$ |
| Brimfield | Janssen Payment Year 1 | $\$ 2,729.75$ | $11 / 2 / 2022$ |
| Brimfield | Janssen Payment Year 2 | $\$ 924.69$ | $11 / 2 / 2022$ |
| Brimfield | Janssen Payment Year 3 | $\$ 2,157.33$ | $11 / 2 / 2022$ |
| Brimfield | Janssen Payment Year 4 | $\$ 1,726.68$ | $11 / 2 / 2022$ |
| Brimfield | Janssen Payment Year 5 | $\$ 2,651.25$ | $11 / 2 / 2022$ |
| Brimfield | Distributor Payment Year 1 | $\$ 2,938.63$ | $11 / 2 / 2022$ |
| Bristol County | Distributor Payment Year 2 | $\$ 7,413.53$ | $9 / 15 / 2022$ |
| Bristol County | Bristol County | Janssen Payment Year 1 | $\$ 7,791.26$ |

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

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

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| Carver | Distributor Payment Year 2 | \$16,729.10 | 9/30/2022 |
| :---: | :---: | :---: | :---: |
| Carver | Janssen Payment Year 1 | \$15,931.77 | 11/2/2022 |
| Charlton | Distributor Payment Year 1 | \$2,230.30 | 7/15/2022 |
| Charlton | Distributor Payment Year 2 | \$2,343.94 | 9/30/2022 |
| Charlton | Janssen Payment Year 1 | \$794 | 11/2/2022 |
| Charlton | Janssen Payment Year 2 | \$1,852.42 | 11/2/2022 |
| Charlton | Janssen Payment Year 3 | \$1,482.64 | 11/2/2022 |
| Charlton | Janssen Payment Year 4 | \$2,276.53 | 11/2/2022 |
| Charlton | Janssen Payment Year 5 | \$2,523.29 | 11/2/2022 |
| Chatham | Distributor Payment Year 1 | \$12,308.64 | 7/15/2022 |
| Chatham | Distributor Payment Year 2 | \$12,935.78 | 9/30/2022 |
| Chatham | Janssen Payment Year 1 | \$4,381.95 | 11/2/2022 |
| Chatham | Janssen Payment Year 2 | \$10,223.19 | 11/2/2022 |
| Chatham | Janssen Payment Year 3 | \$8,182.41 | 11/2/2022 |
| Chatham | Janssen Payment Year 4 | \$12,563.78 | 11/2/2022 |
| Chatham | Janssen Payment Year 5 | \$13,925.61 | 11/2/2022 |
| Chelmsford | Distributor Payment Year 1 | \$23,097.89 | 8/15/2022 |
| Chelmsford | Distributor Payment Year 2 | \$24,274.76 | 9/30/2022 |
| Chelmsford | Janssen Payment Year 1 | \$8,223 | 11/2/2022 |
| Chelmsford | Janssen Payment Year 2 | \$19,184.42 | 11/2/2022 |
| Chelmsford | Janssen Payment Year 3 | \$15,354.78 | 11/2/2022 |
| Chelmsford | Janssen Payment Year 4 | \$23,576.68 | 11/2/2022 |
| Chelmsford | Janssen Payment Year 5 | \$26,132.24 | 11/2/2022 |
| Chelsea | Distributor Payment Year 1 | \$38,240.71 | 7/15/2022 |
| Chelsea | Distributor Payment Year 2 | \$40,189.12 | 9/30/2022 |
| Chelsea | Janssen Payment Year 1 | \$13,613.94 | 11/2/2022 |
| Chelsea | Janssen Payment Year 2 | \$31,761.59 | 11/2/2022 |
| Chelsea | Janssen Payment Year 3 | \$25,421.27 | 11/2/2022 |
| Chelsea | Janssen Payment Year 4 | \$39,033.38 | 11/2/2022 |
| Chelsea | Janssen Payment Year 5 | \$43,264.35 | 11/2/2022 |
| Cheshire | Distributor Payment Year 1 | \$115.62 | 7/15/2022 |
| Cheshire | Distributor Payment Year 2 | \$121.51 | 9/30/2022 |
| Cheshire | Janssen Payment Year 1 | \$41.16 | 11/2/2022 |
| Cheshire | Janssen Payment Year 2 | \$96.03 | 11/2/2022 |
| Cheshire | Janssen Payment Year 3 | \$76.86 | 11/2/2022 |
| Cheshire | Janssen Payment Year 4 | \$118.01 | 11/2/2022 |
| Cheshire | Janssen Payment Year 5 | \$130.81 | 11/2/2022 |
| Chesterfield | Distributor Payment Year 1 | \$1,227.28 | 7/15/2022 |
| Chesterfield | Distributor Payment Year 2 | \$1,289.81 | 9/30/2022 |
| Chesterfield | Janssen Payment Ycar 1 | \$436.92 | 11/2/2022 |
| Chesterfield | Janssen Payment Year 2 | \$1,019.34 | 11/2/2022 |
| Chesterfield | Janssen Payment Year 3 | \$815.86 | 11/2/2022 |
| Chesterfield | Janssen Payment Year 4 | \$1,252.72 | 11/2/2022 |
| Chesterfield | Janssen Payment Year 5 | \$1,388.50 | 11/2/2022 |

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

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

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| Deerfield | Distributor Payment Year 2 | $\$ 9,698.40$ | $9 / 30 / 2022$ |
| :--- | :--- | ---: | ---: |
| Deerfield | Janssen Payment Year I | $\$ 2,269.06$ | $11 / 2 / 2022$ |
| Deerfield | Janssen Payment Year 2 | $\$ 5,293.77$ | $11 / 2 / 2022$ |
| Deerfield | Janssen Payment Year 3 | $\$ 4,237.02$ | $11 / 2 / 2022$ |
| Derfield | Janssen Payment Year 4 | $\$ 6,505.77$ | $11 / 2 / 2022$ |
| Deerfield | Janssen Payment Ycar 5 | $\$ 7,210.96$ | $11 / 2 / 2022$ |
| Dennis | Distributor Payment Year 1 | $\$ 7,085.62$ | $7 / 15 / 2022$ |
| Dennis | Distributor Payment Year 2 | $\$ 7,446.64$ | $9 / 30 / 2022$ |
| Dennis | Janssen Payment Year 1 | $\$ 2,522.52$ | $11 / 2 / 2022$ |
| Dennis | Janssen Payment Year 2 | $\$ 5,885.10$ | $11 / 2 / 2022$ |
| Dennis | Janssen Payment Year 3 | $\$ 4,710.30$ | $11 / 2 / 2022$ |
| Dennis | Janssen Payment Year 4 | $\$ 7,232.49$ | $11 / 2 / 2022$ |
| Dennis | Janssen Payment Year 5 | $\$ 8,016.45$ | $11 / 2 / 2022$ |
| Dighton | Distributor Payment Year 1 | $\$ 1,670.67$ | $10 / 17 / 2022$ |
| Dighton | Distributor Payment Year 2 | $\$ 1,755.79$ | $10 / 17 / 2022$ |
| Dighton | Janssen Payment Year 1 | $\$ 594.77$ | $11 / 2 / 2022$ |
| Dighton | Janssen Payment Year 2 | $\$ 1,387.61$ | $11 / 2 / 2022$ |
| Dighton | Janssen Payment Year 3 | $\$ 1,110.61$ | $11 / 2 / 2022$ |
| Dighton | Janssen Payment Year 4 | $\$ 1,705.30$ | $11 / 2 / 2022$ |
| Dighton | Janssen Payment Year 5 | $\$ 1,890.14$ | $11 / 2 / 2022$ |
| Douglas | Distributor Payment Year 1 | $\$ 12,117.71$ | $7 / 15 / 2022$ |
| Douglas | Distributor Payment Year 2 | $\$ 12,735.12$ | $9 / 30 / 2022$ |
| Douglas | Janssen Payment Year 1 | $\$ 4,313.98$ | $11 / 2 / 2022$ |
| Douglas | Janssen Payment Year 2 | $\$ 10,064.61$ | $11 / 2 / 2022$ |
| Douglas | Janssen Payment Year 3 | $\$ 8,055.49$ | $11 / 2 / 2022$ |
| Douglas | Janssen Payment Year 4 | $\$ 12,368.89$ | $11 / 2 / 2022$ |
| Douglas | Janssen Payment Year 5 | $\$ 13,709.60$ | $11 / 2 / 2022$ |
| Dover | Distributor Payment Year 1 | $\$ 4,991.33$ | $7 / 15 / 2022$ |
| Dover | Distributor Payment Year 2 | $\$ 5,245.65$ | $9 / 30 / 2022$ |
| Dover | Janssen Payment Year 1 | $\$ 4,995.63$ | $11 / 2 / 2022$ |
| Dracut | Distributor Payment Year 1 | $\$ 14,941.88$ | $7 / 15 / 2022$ |
| Dracut |  | Distributor Payment Year 2 | $\$ 15,703.19$ |

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

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

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| Fall River | Janssen Payment Year 4 | \$156,966.78 | 11/2/2022 |
| :---: | :---: | :---: | :---: |
| Fall River | Janssen Payment Year 5 | \$173,980.98 | 11/2/2022 |
| Falmouth | Distributor Payment Year 1 | \$48,442.14 | 8/15/2022 |
| Falmouth | Distributor Payment Year 2 | \$50,910.32 | 9/30/2022 |
| Falmouth | Janssen Payment Year 1 | \$17,245.71 | 11/2/2022 |
| Falmouth | Janssen Payment Year 2 | \$40,234.59 | 11/2/2022 |
| Falmouth | Janssen Payment Year 3 | \$32,202.87 | 11/2/2022 |
| Falmouth | Janssen Payment Year 4 | \$49,446.27 | 11/2/2022 |
| Falmouth | Janssen Payment Year 5 | \$54,805.93 | 11/2/2022 |
| Fitchburg | Distributor Payment Year 1 | \$50,492.87 | 7/29/2022 |
| Fitchburg | Distributor Payment Year 2 | \$53,065.55 | 9/30/2022 |
| Fitchburg | Janssen Payment Year 1 | \$17,975.79 | 11/2/2022 |
| Fitchburg | Janssen Payment Year 2 | \$41,937.87 | 11/2/2022 |
| Fitchburg | Janssen Payment Ycar 3 | \$33,566.14 | 11/2/2022 |
| Fitchburg | Janssen Payment Year 4 | \$51,539.52 | 11/2/2022 |
| Fitchburg | Janssen Payment Year 5 | \$57,126.07 | 11/2/2022 |
| Foxborough | Distributor Payment Year 1 | \$18,901.87 | 7/29/2022 |
| Foxborough | Distributor Payment Year 2 | \$19,864.94 | 9/30/2022 |
| Foxborough | Janssen Payment Year 1 | \$6,729.19 | 11/2/2022 |
| Foxborough | Janssen Payment Year 2 | \$15,699.33 | 11/2/2022 |
| Foxborough | Janssen Payment Year 3 | \$12,565.39 | 11/2/2022 |
| Foxborough | Janssen Payment Year 4 | \$19,293.68 | 11/2/2022 |
| Foxborough | Janssen Payment Year 5 | \$21,384.99 | 11/2/2022 |
| Framingham | Distributor Payment Year 1 | \$50,410.17 | 7/15/2022 |
| Framingham | Distributor Payment Year 2 | \$52,978.63 | 9/30/2022 |
| Framingham | Janssen Payment Year 1 | \$17,946.34 | 11/2/2022 |
| Framingham | Janssen Payment Year 2 | \$41,869.18 | 11/2/2022 |
| Framingham | Janssen Payment Year 3 | \$33,511.16 | 11/2/2022 |
| Framingham | Janssen Payment Year 4 | \$51,455.10 | 11/2/2022 |
| Framingham | Janssen Payment Year 5 | \$57,032.50 | 11/2/2022 |
| Franklin | Distributor Payment Year 1 | \$32,914.24 | 7/15/2022 |
| Franklin | Distributor Payment Year 2 | \$34,591.26 | 9/30/2022 |
| Franklin | Janssen Payment Year 1 | \$11,717.68 | 11/2/2022 |
| Franklin | Janssen Payment Year 2 | \$27,337.59 | 11/2/2022 |
| Franklin | Janssen Payment Year 3 | \$21,880.40 | 11/2/2022 |
| Franklin | Janssen Payment Year 4 | \$33,596.51 | 11/2/2022 |
| Franklin | Janssen Payment Year 5 | \$37,238.15 | 11/2/2022 |
| Freetown | Distributor Payment Year 1 | \$2,535.09 | 7/15/2022 |
| Freetown | Distributor Payment Year 2 | \$2,664.25 | 9/30/2022 |
| Freetown | Janssen Payment Year 1 | \$902.51 | 11/2/2022 |
| Freetown | Janssen Payment Year 2 | \$2,105.57 | 11/2/2022 |
| Freetown | Janssen Payment Year 3 | \$1,685.25 | 11/2/2022 |
| Freetown | Janssen Payment Year 4 | \$2,587.64 | 11/2/2022 |
| Freetown | Janssen Payment Year 5 | \$2,868.12 | 11/2/2022 |







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Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment


Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment

Estimated Maximum Municipal Abatement Payments to Participating Subdivisions, By Payment







# City of Gardner - Executive Department 

Mayor Michael J. Nicholson

February 22, 2023


Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Notification regarding the status of authorized unissued debt

Dear Madam President and Councilors,

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

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

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

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

Respectfully Submitted,


Mayor, City of Gardner


# CITY OF GARDNER 

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING

February 21, 2023

President Elizabeth Kazinskas, Finance Committee Chair
Gardner City Hall
95 Pleasant Street
Gardner, MA 01440
Dear President Kazinskas:
As part of the Community Development Block Grant housing rehabilitation lien process, the City routinely places a mortgage on a property to secure the amount of the deferred payment loan. It is standard policy that the City's liens take a secondary position to other mortgages when the value of the rehabilitated property will support such mortgages.

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

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


Enc.

## RESOLUTION

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

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

## City of Gardner - Executive Department

Mayor Michael J. Nicholson

March 1, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

## RE: City Current Statement of Indebtedness

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

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

Enter year: City/Town/District of : $\qquad$ FY 2022

| Long Term Debt Inside the Debt Limit | $\begin{gathered} \hline \text { Outstanding July } \\ 1,2021 \\ \hline \end{gathered}$ | + New Debt Issued | - Retirements | $=$ Outstanding <br> June 30, 2022 | $\begin{gathered} \hline \text { Interest Paid in FY } \\ 2022 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Buildings | 10,302,000.00 |  | 612,000.00 | 9,690,000.00 | 366,772.50 |
| Departmental Equipment |  |  |  | 0.00 |  |
| School Buildings |  |  |  | 0.00 |  |
| School - All Other |  |  |  | 0.00 |  |
| Sewer |  |  |  | 0.00 |  |
| Solid Waste |  |  |  | 0.00 |  |
| Other Inside | 4,202,000.00 | 313,813.00 | 257,000.00 | 4,258,813.00 | 108,202.50 |


| SUB - TOTAL Inside | $\$ 14,504,000.00$ | $\$ 313,813.00$ | $\$ 869,000.00$ | $\$ 13,948,813.00$ | $\$ 474,975.00$ |
| :--- | ---: | ---: | ---: | ---: | ---: |


| Long Term Debt Outside the Debt Limit | $\begin{gathered} \hline \text { Outstanding July } \\ 1,2021 \\ \hline \end{gathered}$ | + New Debt Issued | - Retirements | = Outstanding <br> June 30, 2022 | $\begin{gathered} \hline \text { Interest Paid in FY } \\ 2022 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Airport |  |  |  | 0.00 |  |
| Gas/Electric Utility |  |  |  | 0.00 |  |
| Hospital |  |  |  | 0.00 |  |
| School Buildings |  | 40,899,187.00 |  | 40,899,187.00 | 146,537.08 |
| Sewer | 3,932,524.20 | 1,455,000.00 | 564,061.16 | 4,823,463.04 | 177,835.15 |
| Solid Waste |  |  |  | 0.00 |  |
| Water | 8,825,881.98 | 9,297,000.00 | 539,062.40 | 17,583,819.58 | 118,602.71 |
| Other Outside |  |  |  | 0.00 |  |


| SUB - TOTAL Outside $\$ 12,758,406.18$ $\$ 51,651,187.00$ $\$ 1,103,123.56$ $\$ 63,306,469.62$ $\$ 442,974.94$TOTAL Long Term Debt $\$ 27,262,406.18$ $\$ 1,965,000.00$ $\$ 1,972,123.56$ $\$ 77,255,282.62$ |
| :--- |

I certify to the best of my knowledge that this information is complete and accurate as of this date. Treasurer: Date: $\qquad$
I certify that long and short term debt as identified in this Statement of Indebtedness is in agreement with the general ledger controls in my department and are also reflected on the balance sheet.

Accounting Officer: $\qquad$ Date: $\qquad$

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

| Short Term Debt | Outstanding July | + Issued | - Retired | $=$ Outstanding | Interest Paid in FY |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 1,2021 |  |  | June 30, 2022 | 2022 |


| RANs - Revenue Anticipation |  |  |  | 0.00 |  |
| ---: | ---: | ---: | ---: | ---: | ---: |
| BANs - Bond Anticipation: |  |  |  |  |  |
| Buildings |  |  |  | 0.00 |  |
| School Buildings | $10,000,000.00$ |  | $10,000,000.00$ | 0.00 |  |
| Sewer | $715,000.00$ |  | $715,000.00$ | 0.00 |  |
| Water | $3,054,814.00$ |  | $3,054,814.00$ | 0.00 |  |
| Other BANs |  |  |  | 0.00 |  |
| SANs - State Grant Anticipation |  |  |  | 0.00 |  |
| FANs - Federal Gr. Anticipation |  |  |  | 0.00 |  |
| Other Short Term Debt |  |  |  | 0.00 |  |


| TOTAL Short Term Debt | $\$ 13,769,814.00$ | $\$ 0.00$ | $\$ 13,769,814.00$ | $\$ 0.00$ | $\$ 0.00$ |
| :--- | ---: | ---: | ---: | ---: | ---: |


| GRAND TOTAL All Debt | $\$ 41,032,220.18$ | $\$ 51,965,000.00$ | $\$ 15,741,937.56$ | $\$ 77,255,282.62$ | $\$ 917,949.94$ |
| :--- | ---: | ---: | ---: | ---: | ---: |



| SUB - TOTAL from additional sheet(s) | $\$ 92,186.00$ |
| :--- | :---: |

## Please Complete Additional Sections if Needed

| Purpose | Authorized an <br> Date of <br> Vote | nissued Debt <br> Article <br> Number | dditional Sheet <br> Amount <br> Authorized | - Issued <br> - Retired <br> - Rescined | $\begin{gathered} =\text { Unissued } \\ 6 / 30 / 2022 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Crystal Lake WT-Pall Filters | 09/21/20 | 10334 | 450,000.00 | 357,814.00 | 92,186.00 |
| Paving | 04/19/22 | 13039 | 1,800,000.00 | 1,800,000.00 | 0.00 |
|  |  |  |  |  | 0.00 |
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| SUB -TOTAL Additional Sheet(s) |  |  |  |  | \$92,186.00 |

## BUREAU OF ACCOUNTS, STATEMENT OF INDEBTEDNESS DETAIL

| Long Term Debt <br> Inside the Debt Limit Report by <br> Issuance | Outstanding July $1,2021$ | + New Debt Issued | - Retirements | $=$ Outstanding June 30, 2022 | Interest Paid in FY $2022$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 3/7/2014 | 8,845,000.00 |  | 535,000.00 | 8,310,000.00 | 329,262.50 |
| 12/20/2020 | 4,202,000.00 | 313,813.00 | 257,000.00 | 4,258,813.00 | 108,202.50 |
| 12/20/2020 | 1,457,000.00 |  | 77,000.00 | 1,380,000.00 | 37,510.00 |
|  |  |  |  | 0.00 |  |
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|  |  |  |  | 0.00 |  |
|  |  |  |  | 0.00 |  |
|  |  |  |  | 0.00 |  |
| TOTAL | 14,504,000.00 | 313,813.00 | 869,000.00 | 13,948,813.00 | 474,975.00 |
|  |  |  |  | Must equal page 1 subtotal |  |


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


| Short Term Debt Report by Issuance | Outstanding July 1,2021 | + Issued | - Retired | $=$ Outstanding <br> June 30, 2022 | $\begin{gathered} \text { Interest Paid in FY } \\ 2022 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 6/20/2021 | 13,769,814.00 |  | 13,769,814.00 | 0.00 |  |
|  |  |  |  | 0.00 |  |
|  |  |  |  | 0.00 |  |
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|  |  |  |  | 0.00 |  |
| TOTAL | 13,769,814.00 | 0.00 | 13,769,814.00 | 0.00 | 0.00 |
|  |  |  |  | Must equal page 2 Total |  |

February 23, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Acceptance of MGL c41, s110A
Dear Madam President and Councilors,
The recent passage of the VOTES Act in Massachusetts set new requirements that unless municipalities adopt the provisions of section 110A of Chapter 41 of the General Laws, City Halls must be opened on a certain number of Saturdays throughout the year for the purpose of voter registration.

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

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


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

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

FEBRUARY 23, 2023

## Commonwealth of Massachusetts

## Worcester County

## City of Gardner

## CERTIFICATE OF ELECTION

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


Elected by City Council $\qquad$


Titi Siriphan, City Clerk

Expires February 23, 2026
Worcester, ss., $\qquad$
Then personally appeared the above named ఏOHN RICHARD and made oath that he would faithfully and impartially perform the duties of the office of CITY AUDITOR according to law and the best of his abilities. Before me,

## City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983
$\qquad$

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 8, 2023

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

## RE: Free Cash Appropriation Request - Grant Administrator Contract

## Dear Madam President and Councilors,

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

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

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

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

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

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO MAYOR'S DEPT PROFESSIONAL SERVICES ACCOUNT.

## ORDERED:

That there be and is hereby appropriated the sum of Sixty Thousand Dollars and No Cents $(\$ 60,000.00)$ from Free Cash to Mayor's Dept. - Professional Services Account.

# City of Gardner <br> Resource Development Technical Assistance 

Scope of Services
February 23, 2023

Central Massachusetts Regional Planning Commission
MA Vendor Code No. VC6000159423

## Overview

The Central Massachusetts Regional Planning Commission (CMRPC) is pleased to submit this Scope of Services for Resource Development Technical Assistance. This effort is primarily to assist the City of Gardner with its ability to

1. Implement its priority projects as outlined in the table developed and provided by Mayor Michael Nicholson with his department managers.
2. To take the greatest advantage of the opportunities presented by the current funding climate that has resulted from the Bipartisan Infrastructure Law (BIL), the CHIPS and Science Act, and the Inflation Reduction Act and similar federal, state, and other opportunities.

This submission outlines a work plan for identifying applicable funding opportunities and assisting the City in its pursuit of those funds.

## Scope of Work

CMRPC proposes to provide technical assistance to the City of Gardner with its efforts to obtain resources and funds needed to implement a wide variety of projects.

## Project Management

CMRPC Senior Management will work with CMRPC planners to make team assignments. Project oversight will include regular progress reports to the City Management Team. CMRPC will work closely with the City Management Team to set overall project goals, review the table of projects, identify priority projects, and determine overall strategy.

## Grant Research

With the City Management Team, CMRPC will identify priority projects and will perform grant research on programs at federal agencies, state agencies, and non-governmental organizations that might be appropriate to provide resources need to fund identified projects. CMRPC will use such tools as

- The Federal Register
- Grants.gov
- Philanthropy MA
- Commbuys,
- Mass.gov community grant finder
- Individual agency resources
- Legislator insight

Grant research will include a compilation of critical information including deadlines, funding criteria, pre application requirements, level of funding, match requirements, level of competitiveness, and assessment of success.

## Municipal Strategy Meetings

Regular meetings will take place with the City Management Team or others to continually strategize on which resources should be sought, how to leverage capacity for the greatest probability for a successful outcome. These meetings will also be the venue where CMRPC planning team will highlight information needs that are required for grant applications. CMRPC will work collaboratively with the City Management Team to review grant application needs, collect local information, develop stories, identify data needs, gather photos, solicit cost estimates, create basic designs, renderings, maps and other graphics and narrative.

## Application Preparation

Applications for projects will be developed initially by CMRPC, but will then be reviewed by the City Management Team for accuracy and suitability. This is likely an iterative process in which narrative, and supporting documents will be developed by CMRPC, reviewed by the City Management Team, and revised by CMRPC until ready for submittal.

## GIS and Data Services

The CMRPC GIS and Data Services team will be available to prepare maps; summarize demographic, land use and other data; develop infographics; collect drone footage; and assemble photographs to complement the narrative and make a clear and compelling case for awarding the requested funds.

## Site Renderings

CMRPC planners with basic design skills may be called on to create simple renderings of projects, such as park layouts, for use in the project narrative or in seeking cost estimates.

## Grant Administration and Procurement Services

If requested, with a successful application that results in an award, CMRPC is able to assist in drafting documents such as Requests for Proposals, Invitation for Bids, Request for Quotes to procure goods or services needed to implement a funded project.

## Timeline

CMRPC is prepared to undertake these activities on execution of contract. This project may be implemented until June 30, 2024 or later with the agreement of the City and CMRPC.

|  | Project Start Mar-23 | Jul-23 | Oct-23 | Jan-24 | Apr-24 | Project End Jun24 | Description |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Project Management |  |  |  |  |  |  | Initial coordination and Staff Assignments periodically over the course of the project. |
| Grant Research |  |  |  |  |  |  | Heaviest effort in the first three quarters |
| Municipal Strategy Meetings |  |  |  |  |  |  | Regular meetings with the City Mayor and Department Managers |
| Application Preparation |  |  |  |  |  |  | May start on Day 1, but will be driven by application deadlines. |
| GIS and Data Services |  |  |  |  |  |  | Support for applications |
| Site Renderings |  |  |  |  |  |  | Site for applications |
| Grant Administration Procurement Services |  |  |  |  |  |  | Will be determined based on CMRPC capacity and City needs. |

## Budget

While we propose to perform the following activities and the approximate breakdown of effort. Actual effort will be directed by the municipal strategy discussions between the City Management Team and CMRPC. Our proposal is to provide these services based on time (salary with an overhead rate applied) and expenses not to exceed $\$ 60,000$ unless an amendment to the contract is executed.

|  | Value per Task | Estimated <br> Hours per Task | Estimated <br> Percentage |
| :--- | ---: | ---: | ---: |
| Activity |  |  |  |
| Project Management | $\$ 1,373$ | 15 | $3 \%$ |
| Grant Research | $\$ 4,800$ | 80 | $10 \%$ |
| Municipal Strategy Meetings | $\$ 4,800$ | 80 | $10 \%$ |
| Application Preparation | $\$ 35,281$ | 400 | $51 \%$ |
| GIS and Data Services | $\$ 5,462$ | 80 | $12 \%$ |
| Site Renderings | $\$ 2,954$ | 40 | $6 \%$ |
| Grant Administration Procurement Services | $\$ 3,331$ | 40 | $7 \%$ |
|  |  |  |  |
| Subtotal Personnel Costs | $\$ 46,719$ |  |  |
| Travel, Printing, and Miscellaneous expenses | $\$ 2,000$ |  |  |
| Total Budget | $\$ 60,000$ |  |  |

## Contract Manager

Trish Settles, Deputy Director, RCCP
Central Massachusetts Regional Planning Commission
1 Mercantile Street, Suite 520 Worcester, MA 01608
Office: (508) 459-3320
Office Fax: (508) 792-6818
tsettles@cmrpc.org

## Chapter 171. Personnel

## Article XV. Yearly Salaries for Various Positions

[Adopted 9-21-1987 by Ord. No. 935; last amended 8-6-2012 by Ord. No. 1542]

## § 171-66. Yearly salaries established.

The yearly salaries for the Mayor, Council President, City Councilors and various other positions shall be as set forth in Schedule 1 included at the end of this chapter. On or after January 1 of each odd-numbered year beginning in 2007, the Finance Committee of the City Council shall report to the Council, as a Committee of the Whole, its recommendations for adjustment, if any, to the salaries of the Mayor and City Councilors.

# Original Proposal 

## CITY OF GARDNER

## REGULAR MEETING OF AUGUST 1, 2022

Councillor Nathan Boudreau voting for JENNIFER A. DYMEK
Councillor Craig Cormier voting for JENNIFER A. DYMEK
Councillor Ronald Cormier voting for JENNIFER A. DYMEK
Councillor Aleksander Dernalowicz voting for JENNIFER A. DYMEK
Councillor Karen Hardern voting for JENNIFER A. DYMEK
Councillor Dana Heath voting for JENNIFER A. DYMEK
Councillor Judy Mack voting for JENNIFER A. DYMEK
Councillor George Tyros voting for JENNIFER A. DYMEK
President Elizabeth Kazinskas voting for JENNIFER A. DYMEK
Having received ten (10) votes for, Jennifer A. Dymek was declared and elected City Treasurer effective August 19, 2022, for term expiring August 19, 2025.

## \#10768

On a motion made by Councillor Ronald Cormier and seconded by Councillor Nathan Boudreau, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Nathan Boudreau, James Boone, Craig Cormier, Ronald Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Judy Mack, and George Tyros to Remove from the Calendar An Ordinance to Amend the Code of the City of Gardner, Chapter 171, Section 68, Entitled "Compensation Schedule, Attachment A: Mayor, Attachment B: City Council, and Attachment D: School Committee. " (Submitted by Councillor Judy Mack) and present it in January 2023.

## REPORTS OF STANDING COMMITTEES PUBLIC SERVICE COMMITTEE

\#10740
Councillor George Tyros requested More Time on A Petition by National Grid and Verizon New England, Inc., Keyes Road - To install beginning at a point approximately 700 feet southeast of the centerline of the intersection of West Street. Relocate Pole \#2 across the street to accommodate for bridge construction and upgrade to a 45 foot class 2. The Committee had more questions regarding the Petition. There being no objections, More time was Granted.

## NEW BUSINESS

Councillor Aleksander Dernalowicz would like if National Grid to attend their Public Service Committee Meetings.

| From: | Judy Mack | TECDTED |
| :---: | :---: | :---: |
| Sent: | Monday, June 27, 2022 3:22 PM | 2022 , 1027 |
| To: | Titi Siriphan | PN4:21 |
| Cc: | Elizabeth Kazinskas | Qutb |
| Subject: | Ordinance: Salary Proposal |  |
| Attachments: | Compensation Elected Officials.docx |  |

June 27, 2022

Ms. Titi Siriphan
Gardner City Clerk
95 Pleasant Street
Gardner, MA 01440
Dear Ms. Siriphan,
Please see the enclosed ordinance I'm proposing to increase the salary of the Mayor of Gardner. The salary of the mayor for years has not been aligned with other positions within the city. Based on the City of Gardner earnings report, for FY ' 21 the mayor is listed as \#48 on the list based on salary.

The Mayor per the City charter is the chief executive of the city. The fact that so many other city employees, including many within city hall, have higher salaries than their boss, positions that don't have the responsibilities that the executive of the city has is erroneous and long overdue to be corrected.

In 2021, the city had a special election for a mayor that cost the City of Gardner more than raising the salary that was requested for that time. The members of the City Council at that time voted down a raise of $2 \%, \$ 1,800$. The cost of this special election was well over $\$ 25,000$.

Of the salaries within the city, the mayor's salary has remained rather stagnant for quite some time and deserve more equity in pay in comparison to the fire, police, school and other city departments. I'm proposing a $\$ 15,000$ raise to be spread out over three years with an increase of $\$ 5,000$ a year.

Per the charter, the council is able to look at the mayor's salary at any time. As the salary can't per the charter go in effect during a term, this is proposed for the next term starting in FY24. If we, the city council, want the city to be run by qualified individuals, then compensation needs to increase. Compensating the leader who is the representative of our city, a person that works more than 8 hours a day and 40 hours a week. The same person attends many events on the city's behalf in the evening, on weekends and who is always on call, is long overdue.

Included in the Compensation of Elected Officials attached, listed under A and D, are the positions of City Councilor and School Committee members which include a small increase in compensation to members of the City Council and School Committee. The increase is the same $2 \%$ COLA that all city employees receive. As with the proposed increase in the salary of the mayor, if passed it would not be effective until FY 24.

Sincerely,
Judy A. Mack
Councilor at Large

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 68 OF CHAPTER 171, ENTITLED COMPENSATION SCHEDULE, ATTACHMENT A: MAYOR, ATTACHMENT B: CITY COUNCIL, AND ATTACHMENT D: SCHOOL COMMITTEE

Be it ordained by the City Council of the City of Gardner as follows:
SECTION 1: Attachment A, entitled Mayor, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:
Exhibit A
Mayor

| Position | Annual Salary |  |
| :--- | :--- | :--- |
| Mayor | Effective January 1, 2024 | $\$ 97,196$ |
|  | Effective January 1, 2025 | $\$ 102,196$ |
|  | Effective January 1, 2026 | $\$ 107,196$ |

SECTION 2: Attachment B, entitled City Council, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:

Exhibit A
City Council

| Position | Annual Salary |  |
| :--- | :--- | :--- |
| Council President | Effective January 1, 2024 | $\$ 10,921.14$ |
|  | Effective January 1, 2025 | $\$ 11,139.56$ |
|  | Effective January 1, 2026 | $\$ 11,362.35$ |
| City Councilor | Effective January 1, 2024 | $\$ 7,472.52$ |
|  | Effective January 1, 2025 | $\$ 7,621.97$ |
|  | Effective January 1, 2026 | $\$ 7,774.41$ |

SECTION 3: Attachment D, entitled School Committee, of Section 68 of Chapter 171, entitled Compensation Schedule, be stricken in its entirety and replaced with the following:

Exhibit D
School Committee

| Position | Annual Salary |  |
| :--- | :--- | :--- |
| School Committee Member | Effective January 1, 2024 | $\$ 5,100.00$ |
| (excluding Chairperson) | Effective January 1,2025 | $\$ 5,202.00$ |
|  | Effective January 1, 2026 | $\$ 5,306.04$ |

SECTION 4: This ordinance take effect upon passage and publication as required by law.

# New Amended Proposal 

AN ORDINANCE TO AMEND SECTION 68 OF CHAPTER 171 OF THE CODE OF THE CITY OF GARDNER, ENTITLED COMPENSATION SCHEDULE, EXHIBITS A, B, AND D

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:
SECTION 1: Exhibits A, B, and D, of Section 68 of the Chapter 171 of the Code of the City of Gardner, entitled Personnel Compensation Schedule, be amended by deleting the current Exhibits A, B, and D, and inserting the following in place thereof:

EXHIBIT A
Mayor
Effective Date: January 1, 2024

| Position | Annual Salary | Weekly Salary |
| :--- | :--- | :--- |
| Mayor | $\$ 99,836$ |  |
| Acting Mayor in the event of a Mayoral Vacancy |  | $\$ 1,919.91$ |

EXHIBIT B
City Council
Effective Date: January 1, 2024

| Position | Annual Salary |
| :--- | :--- |
| City Council President | $\$ 11,594.15$ |
| City Councilor | $\$ 7,933.01$ |

EXHIBIT D

## School Committee

Effective Date: January 1, 2024

| Position | Annual Salary |
| :--- | :--- |
| School Committee Member (Excluding Chairperson) | $\$ 5,414.28$ |

SECTION 2: That this ordinance shall become effective on January 1, 2024, following passage and publication as required by law.

## Commonwealth of Massachusetts

## Warcester County

City of Cardner

## CERTIFICATE OF APPOINTMENT

## I appoint Robert Charland, Esq. to the position of Assistant City Solicitor

 , and I certifythat in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests pf the City.


Confirmed by City Council $\qquad$ .


Expires: January 1, 2024

Worcester, ss., $\qquad$

Then personally appeared the above named Robert Charland, Esq. and made oath that he/she would faithfully and impartially perform the duties of the office of Assistant City Solicitor according to law and the best of his/her abilities.

> Before me,
$\qquad$
City Clerk
Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983
Received $\qquad$

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


## Dear Madam President and Councilors,

The Traffic Commission recently met and voted to recommend changing Regan Street from two-way traffic to one-way in a north direction. The request was made as there are traffic concerns during events at Holy Rosary Church and regular pickup at Holy Family Academy. Regular resident parking and the additional vehicle traffic for the church and the school can cause a bottleneck. Through traffic sometimes must stop to allow vehicles traveling the opposite direction to safely pass.

The effect of the proposal on residents would be mitigated by access to Regan from Moran Street. With the change, parking on Regan Street would remain the same, but allows vehicles to safely pass traveling in one direction.

The change to Regan Street will require an ordinance change to section 600-42 of the City Code. I would recommend the update to 600-42 by adding:

Name of Street
Regan Street
Direction of Travel

Northerly
Location

From Baker Street to Parker Street

Very truly yours,


## AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER CHAPTER 600, ENTITLED "VEHICLES AND TRAFFIC", SECTION 42, ENTITLED "ONE WAY STREETS"

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:
SECTION 1: Section 42, of Chapter 600 of the Code of the City of Gardner, entitled "One Way Streets" by amended by adding the following:

Name of Street
Reagan Street

Direction of Travel
Northerly

## Location

From Baker Street to Parker Street

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

January 31, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Ordinance Proposal- Mobile Food Operations

Dear Madam President and Councilors,
Recently, the City has seen an increase in Food Truck activity, particularly in the Downtown.
Currently, aside from one day events and annual food permits, the City Code does not regulate how these facilities can operate, registration with the City, traffic enforcement or other issues that have come to light from in the last year.

As a way to address these issues, prepare for future growth in the City, and prevent further issues from occurring, the attached ordinance proposal is being presented.

Respectfully Submitted,


# AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER BY ADDING A NEW CHAPTER 502 TO BE ENTITLED "MOBILE FOOD OPERATIONS," WHICH CHAPTER PROVIDES FOR THE REGULATIONS FOR OPERATING FOOD TRUCK SERVICES IN THE CITY 

Be it ordained by the City Council of the City of Gardner as follows:

SECTION 1: The Code of the City of Gardner be amended by creating a new Chapter 502 to be entitled "Mobile Food Operations" as follows:

Chapter 502
Mobile Food Operations

## § 500-1. Definitions. <br> § 500-2. Operation in Residential Districts. <br> § 500-3. Operation in Non-Residential Districts <br> §502-4. Registration With Police Department

§502-5. Registration With Health Department
§502-5. Severability

## §502-1 Definitions.

## MOBILE FOOD OPERATION

A food service operation that is operated from a moveable vehicle; has the capability of changing location, and does not remain at any one location for more than forty consecutive days will all licenses under applicable law.

## § 500-2. Operation in Residential Districts.

A. Mobile Food Operations, as defined herein, are permitted to operate in all Residential Zoning Districts by Special Permit of the Zoning Board of Appeals per the requirements of the Zoning Ordinance, and licenses under applicable law.
B. Special Permit from the Zoning Board of Appeals is not required for Mobile Food Operations permitted to operate on property owned by the City of Gardner. Mobile Food Operations are permitted to operate in City Parks with a permit granted by the Director of Public Works or their designee, and licenses under applicable law.
C. Mobile Food Operations may operate for one day in Residential Districts, per month, without a Special Permit from the Zoning Board of Appeals, with licenses under applicable law.

## § 500-3. Operation in Non-Residential Districts.

A. Mobile Food Operations are permitted to operate in all other non-residential zoning districts, with a special permit granted by the Zoning Board of Appeals, and licenses under applicable law, In order to insure that the ability to maintain compliance with parking, safety and accessibility requirements of the principal uses on the site is maintained.
B. Mobile Food Operations are permitted to operate in City of Gardner Parks with a permit granted by the Director of Public Works or their designee, with licenses under applicable law.
C. Mobile Food Operations are permitted to operate on privately owned land if evidence of ownership, lease, or special permission from the property owner is provided to the Building Commissioner, following the issuance of a Special Permit as required by the provisions of this Chapter of the City Code.
D. Mobile Food Operations may be authorized to operate on all other publicly owned land by permission of the Office of the Building Commissioner and Mayor, so long as they hold all licenses under applicable law.

## §502-4. Registration With Police Department

A. All Mobile Food Operations, operating within the City of Gardner will be required to obtain a City of Gardner Hawkers and Peddlers License, per Chapter 428 of the Code of the City of Gardner
B. Mobile Food Operations participating in City Festivals may operate without a City of Gardner Hawkers and Peddlers License if they have obtained a Hawker - Peddler License from the Commonwealth and provide a copy of this to the Chief of Police at least thirty (30) days before the event.

## §502-5. Registration With Health Department

A. All Mobile Food Operations, operating within the City of Gardner for any period of time will be required to register with the Gardner Department of Public Health, subject to the provisions of the General Laws of the Commonwealth.

## §502-6. Severability

A. All provisions of this article are severable. If for any reason any provision of this article is held to be invalid, the validity of the remainder of the article shall not be affected.

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


January 27, 2023

Mayor Michael J. Nicholson
Executive Department
Gardner City Hall
95 Pleasant St.
Gardner, MA 01440
RE: Food Truck Operation Ordinance
Dear Mayor Nicholson:
I have reviewed the proposed Ordinance to Amend the City Code by adding Chapter 502 "Mobile Food Truck Operations". I am in favor of the proposed ordinance amendment to help regulate and streamline mobile operations in the City. I am available for any further questions or discussion if necessary.

Sincerely,


Lauren Saunders
Director of Public Health


Eric P. McAvene Chief of Police

Nicholas P. Maroni
Deputy Chief of Police

January 30, 2023

The Honorable Michael J. Nicholson, Mayor
Gardner City Hall
95 Pleasant Street
Gardner, MA 01440
Re: Food Truck Ordinance

## Dear Mayor,

I have reviewed the proposed Food Truck Ordinance and do not see any issues from the police department. I would recommend moving the ordinance forward for approval.

Very truly yours,

Eric P. McAvene
Chief of Police


Feb. 7, 2023

## RE: Mobile Food Operations

Dear Mr. Mayor,
The recent popularity in Mobile Food Operations (Food Trucks) is undeniable. It is my opinion that we would be remiss if we did not create some local legislation allowing said operation. I believe that the oversite by the Zoning Board will eliminate any unsightly or unwanted operation. I am in full support of this measure.

Do not hesitate to contact me should you need any further assistance.


Roland Jean
Building Commissioner/Zoning Enforcement Officer

## City Hall Annex

115 Pleasant St. RM 101
Gardner, MA 01440
(978) 6304007
rjean@gardner-ma.gov

## Mission Statement

To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances


CITY of GARDNER
Office of the City Clerk
95 Pleasant Street, Room 121
Gardner, MA 01440
*Tel. 978-630-4058 *Fax: 978-630-2589

## CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct a Joint Public Hearing on Monday, March 20, 2023 at 6:30 P.M. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- 10891 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- 10892 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- 10893 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage -www.gardner-ma.gov.

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

Sitistripham
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.

Respectfuilly,


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 thereafier 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


Nicholas P. Maroni
Deputy Chief of Police
Eric P. McAvene
Chief of Police

February 6,2023

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

Re: Route 140 Re -zoning Request

The Traffic Commission met on Thursday February 2, 2023. In the meeting, the safety on Rt 140 from Green St to the Winchendon line was discussed. The Commission discussed that this section of Rt. 140 would not be safe if added residential driveways were put in this area. Any future development should require the addition of traffic control devices and a traffic study at a minimum, to ensure safety to the motoring public.
If you have any questions, please do not hesitate to contact me.


Nicholas P. Maroni
Deputy Chief of Police
Chairman Traffic Commission

# 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 Chlef of Pollite

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 aiready 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,


## CITY OF GARDNER Department of Public Works

Highway
Water
Scwer
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 <br> 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 proposed zoning change.

Sincerely,


Robert E. Oliva
City Engineer


City of Gardner<br>Department of Inspectional Services<br>115 Pleasant Street, Room 101<br>Gardner, MA 01440<br>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.


Building Commissioner/Zoning Enforcement Officer
City Hall Annex
115 Pleasant St. RM 101
Gardner, MA 01440
(978) 6304007
rjean@gardner-ma.gov

## Mission Statement

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



View of Mt. Wachusert from Route $\mathbf{1 + 1 0}$


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 9006 , 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
Robert Hankinson
Rob Hubbard
Neil Janssens
Marie Auger
Karen Murphy
Domenica Tatasciore
Ellen DeCouteau
Jim Kreidler
Gerald White
John White

Gardner GIS Coordinator
Gardner City Engineer
Gardner Community Development and Planning Director Gardner City Councilor

Westminster Planning Board
Westminster Town Administrator
Westminster Town Planner
Winchendon Planning Agent
Winchendon Town Planner
Winchendon Grants Administrator
Winchendon Planning Board

## Report Credit

William Scanlan
Renée Marion
John Hume
Glenn Eaton
Principal Author
MRPC GIS Analyst
MRPC Planning and Development Director
MRPC Executive Director

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## Route 140 North Corridor Bulldout 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 $1 / 1 /$ mile corridor on each side of the roadway, and Westminster chose a $1 / 4$ 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 1-9 display the community study areas, and Map \& 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 that is permanently protected as open space is also excluded institutional uses. Finally, land coverages from each community provided the source from future development; the parcel解

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 I 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 $\underline{2}$ contains the buildout results for the base case scenario.

Table 1
Development Characteristics of the Route 140 North Corridor

|  | Undevelopable | Developed | Developable | Total |
| :---: | :---: | :---: | :---: | :---: |
| Gardner | Acres | Acres | Acres | Acres |
| $\mathrm{Cl}^{\text {(Commercial) }}$ | 4.73 | 16.65 | 21.50 | 4.688 |
| 11 (Industrial) | 30.9.4 | 9.08 |  | 12.68 |
| I2 (Industrial) | 89.96 |  | 88.99 | 149.25 |
| RR (Rural Residential) |  | 56.69 | 48.4.4. | 169.09 |
| SFR (Singl ${ }^{\text {a }}$ | 3,908.10 | 215.18 | 1,060.19 | 4,679.46 |
| SFR (Single Family Residential) | 29.98 | 48.05 | 80.03 | 157.9\% |
| Subtotal | 3,546.91 | 340.62 | 1,298.89 | 5,185 |
| Percent | 68.4\% | 6.6\% | 25.0\% | 100\% |
|  |  |  |  |  |
| Westminster |  |  |  |  |
| Commercial - I |  |  |  |  |
| Industrial-I | 53.92 | 37.67 | 172.97 | 263.97 |
| Residential - I | 13.60 | 78.96 | 150.53 | 297.49 |
| Subtotal | 28.07 | 76.89 | 129.70 | 234.60 |
|  | 95.59 | 187.87 | 459.60 | 786.06 |
| Percent | 18.0\% | 25.5\% | 61.5\% | 100\% |
| Winchendon |  |  |  |  |
| $\mathrm{Cl}^{\text {(Commercial) }}$ | 955.98 | 53.56 |  |  |
| 1 (Industrial) |  |  | 396.67 | 805.61 |
| R80-RR (Residential) | 158.66 | 11.26 | 479.50 | 699.29 |
| Subtotal | 1,509.6.4 | 165.50 | 827.52 | 2,296.66 |
| Percent | 1,797.68 | 290.32 | 1,703.49 | 3,731.49 |
|  | 48.2\% | 6.2\% | 45.7\% | 100.0\% |
| Total |  |  |  |  |
| Percent | 5,499.58 | 758.81 | 3,454. 98 | 9,653.37 |
|  | 56.3\% | 7.9\% | 55.8\% | 100\% |

## Gardner

A shown in Table 1, only $25 \%$ of the study area in Gardner is available for development; $68.4 \%$ is undevelopable and $6.6 \%$ is already developed. Much of the undevelopable land is in public ownership by the City for water supply protection. While the amount of developable land is nearly four times greater than that occupied by existing development, the large amount of undevelopable land, and the presence of the low density watershed regulations, will help to retain an open character for the Gardner portion of the Route 140 Corridor

Of the nearly 1,300 acres of developable land, 1,060 acres are in the Rural Residential district where new homes require large lots ( $60,000 \mathrm{sq}$. 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 8.5 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 9.0 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"" 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 $10,000-\mathrm{sq}$. ft . lot could accommodate $9,300 \mathrm{sq}$. 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 $1,000 \mathrm{sq}$. ft. of non-residential floor area, the new development would require 368,49 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 (2.95) and number of public school students per household ( 0.417 ) from the 2000 Census. The 790 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 $\mathbf{2} / 140$ 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 $18 \%$ 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 190 acres of Residential 1.

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For the base case scenario, 150 acres of developable land in Westminster's R-1 district could yield 98 new dwelling units using the minimum lot size of $50,000 \mathrm{sq}$. ft. This would generate 267 new residents and 59 new students based on multipliers of 2.73 people per household and 0.55 public school students per household from the 2000 Census. In Commercial 1, 179 acres of developable land could yield about 0.55 million square feet of floor

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 $1 / 2$ 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. $\mathbf{5} 5.7 \%$ 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 897.5 developable acres would allow 350 dwelling units. This growth would increase the Town's population by 962 residents and add 902 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, 1,709 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 $1,958 \mathrm{ac}$. of developable commercial and industrial land, which can accommodate 28.0 million sq. ft . of non-residential floor space. Winchendon's potential 20.7 million sq. ft. of floor space comprises $74 \%$ of the commercial and industrial development at buildout in the study area. Gardner's 3.0 million sq. ft. and Westminster's 4.2 million sq. ft. comprise $15.1 \%$ and $10.9 \%$ respectively of the Corridor's potential commercial and industrial build-out.

Residentially, about 2,100 acres is developable, which comprises $61 \%$ of all developable land. Gardner contains $54 \%$, and Winchendon $40 \%$, of the total developable residential land. This residential property in the study area could accommodate 1,240 new dwelling units. Gardner has 1,140 acres of developable residential land and would yield the largest number of new units, 792 , or $64 \%$ of the total units.

## Alternative Growth Scenarios

As noted above, it is possible to modify the data and assumptions in the Buildout Analysis to test different growth policies. For example, local officials might wish to see the results from rezoning residential land to a commercial district, increasing minimum lot size requirements in a residential district, or establishing a high density mixed-use zoning district at a transportation node to encourage a more compact, pedestrian-scale, village-style development. The Steering Committee considered this opportunity, and members from Gardner and Winchendon proposed an alternative development scenario for their communities. In Westminster, local officials believe the existing zoning pattern is a good one. Developable land along Route 140 is already zoned for commercial and industrial purposes, and near-by residential developments limit opportunities for re-zoning.

## Winchendon Alternative Growth Scenario

Winchendon officials want to explore the possibility of future opportunities for economic development along Route 140 in the southern part of Town by re-zoning land from Rural Residential to Commercial 1. This area coincides with Winchendon's "Gateway Overlay District", where
 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 $\mathrm{C}-1$ 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 <br> Scenario | Gateway <br> Scenario | Change |
| :--- | :---: | :---: | :---: |
| Developable Acres in RR | 897.5 | 581.1 | -246.4 |
| Developable Acres in C-1 | 396.7 | 649.0 | 246.4 |
| New Dwelling Units | 950 | 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 | 969 | 676 | -286 |
| New Students | 202 | 144 | -60 |
| Water Demand | $1,627,257$ | $2,011,495$ | 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 40 R , which promotes multifamily housing, including affordable units, to create town center-style developments. In return for encouraging housing production, a community receives incentive
payments from the state. Chapter 40 R 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 $11 \psi$ 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 40 R 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. The GIS analysis determined that 89.3 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 employeeintensive 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 <br> Scenario | LI-O <br> Scenario | Change |
| :--- | :---: | :---: | :---: |
| Developable Acres in RR | $1,061.3$ | 979.06 | -82.9 |
| Developable Acres in LI-O | 0 | 82.3 | 89.3 |
| New Dwelling Units | 792 | 744 | -50 |
| New LI-O Floor Area | 0 | $1,792,058$ | $1,792,058$ |
| New Residents | 1,862 | 1,744 | -118 |
| New Students | 919 | 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 nonresidential floor space at buildout. This location is currently zoned RR and is outside the WSPOD; removing the land from RR could reduce the number of dwelling units by 50 units. This scenario provides an interesting counter-point to the chapter 40 R project, which contained 650 dwelling units and $200,000 \mathrm{sq}$. ft . of retail space. Assuming the previous developer had proposed a realistic concept based on infrastructure capacity and the site's physical conditions, it is plausible that the location could also accommodate an intensive industrial park or office/research complex. Gardner officials may wish to examine surrounding land uses to assess whether such a use would be compatible with the neighborhood and consider alternative development schemes, e.g. including a residential or commercial component.

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## 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 prouctively plan together for future grozoth. Through innovative zoning measures communities will foster a sustainable pattern of development, one that preserves roadzwy capacity and pudic safet,, 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 cconomic 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 1.40 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.
I9. 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 seenic, 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



## Parcel ID:

M42-08-08

## Address:

# No Formal Address 

## Owner:

# Andre and Suzanne Guertin 

## Other:

Vacant Lot
$10891$


## Worcester District Registry of Deeds -20120 Perfect Vision i2 Document Detail Report

Current datetime: 2/7/2023 2:50:08 PM


## QUITCLAIM DEED



Page: 1 of 3 04/20/2005 11:40 AM

## $\rightarrow$ <br> I, Rebecca M. Perreault, of Gardner, Worcester County, Massachusetts

for consideration paid, and in full consideration of One and 00/100 Dollars
Grant to Andre E. Guertin and Suzanne G. Guertin, husband and wife, as tenants by the entirety,
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. $30^{\circ}$ E. along said Winchendon Road 660 feet to other land of granter herein;
THENCE N. $57.75^{\circ}$ E. along said land of granter 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 comer 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. $30^{\circ} 07^{\prime} 16^{\prime \prime} \mathrm{W}$. by said road line 250.00 feet to an iron pin at a comer of other land of Rebecca M. Perreault, the granter herein;
THENCE N. $57^{\circ} 14^{\prime} 13^{\prime \prime}$ E. 525.00 feet to an iron pin;
THENCE S. $30^{\circ} 07^{\prime} 16^{\prime \prime}$ 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. $57^{\circ} 14^{\prime} 13^{\prime \prime}$ W. by said city land 525.00 feet to an iron pin in the northeasterly line of Winchendon Road and the point of beginning.

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 (978-6320233) 1 inch $=80$ feet, recorded in the Worecster County Registry of Deeds in Plan Book 824 Plan 96.

For grantors title see deed from the City of Garder to Herve J. Perreault and Rebecca M. Perreault, husband and wife, as tenants by the entirety, dated July 21, 1948 and recorded in the Worcester County Registry of Deeds in Book 3142, Page 278.

## Parcel Two

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 Perrcault;
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 Witder Brook 1,800 feet, more or less, to the said northerly line of Green Street;
THENCE southeasterly along said northerly line of Green Street approximately 50 feet to the place of beginning.
CONTAINING 17 acres, more of less.
BEING THE SAME PREMISES conveyed to Herve J. Perreault by deed of the City of Gardner dated April 18, 1951 and recorded in the Worcester County Registry of Deeds in Book 4919, Page 422. I derive my title as devisee under the Will of Herve J. Perreault, see Worcester County Probate Docket \#PR 0418 EP1. Herve J. Perrcault becamc deceased on December 30, 1997. See Affidavit of No Estate Tax Due recorded in said Registry at Book $3 / 139$ _, Page_375.

Executed as a sealed instrument this $\qquad$ day of $\qquad$ 2005


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 L or k ID signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


My cominission expires:


## 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 1263 GREEN ST
Vision IO 2003



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

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## DEED

I, REBECCA M. PERREAULT, now of Gardner, Worcester County, Massachusetts, for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, hereby grant to GEORGE T. PERREAULT, now of 2 Victor Avenue, Worcester, Worcester, Worcester County, Massachusetts, with quitclaim covenants, a certain parcel of land with buildings thereon, situated at 1263 Winchendon Road, in Gardner, Worcester County, Massachusetts, on the northeasterly side of said Winchendon Road, as known as Green Street, Route 140, in said Gardner, Massachusetts, said parcel being shown on a plan entitled "Plan of Land Prepared for Rebecca M. Perreault, (Owner: Book 3142, Page 278) Gardner, MA, March 31, 2005, Szoc Surveyors, 32 Pleasant Street, Gardner, MA, (978-632-0233) 1 inch $=80$ feet" and recorded in the Worcester County Registry of Deeds in Plan Book 824, Plan 96, further bounded and described as follows:

BEGINNING at the most southerly comer 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. $30^{\circ} 07^{\prime} 16^{\prime \prime} \mathrm{W}$. by said road line, 250.00 feet to an iron pin at the comer of other land now or formerly of Rebecca M. Perreault;

THENCE N. $57^{\circ} 14^{\prime} 13^{\prime \prime}$ E., 525 feet to an iron pin;
THENCE S. $30^{\circ} 07^{\prime} 16^{\prime \prime}$ 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. $57^{\circ} 14^{\prime} 13^{\prime \prime}$ W., by land now or formerly of the City of Gradner, 525.00 feet to an iron pin in the northeasterly line of Winchendon Road and the point of beginning.

RETURN TO: George T. Perreault
2 Victor Avenue
Worcester, Massachusetts 01603

Containing 3.0099 acres or 131,110 square feet of land, more or less, according to said Plan.

BEING A PORTION OF THE SAME PREMISES conveyed to Herve J. Perreault and Rebecca M. Perreault, dated July 21, 1948 and recorded in the Worcester Registry of Deeds in Book 3142, Page 278.

WITNESS my hand and seal this 18 day of July , 2005.

Rebeoca m. Penncualt
REBECCA M. PERRAULT

## COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.
On this 18th day of July 2005, then personally appeared the abovenamed REBECCA M. PERREAULT and known to me and who produced her identification and proved to be the person whose named is signed on this document and acknowledged to me that she signed it voluntarily as her free act and deed, before me,


My commission expires:


## Parcel ID:

> M42-20-07

## Address:

# No Formal Address 

## Owner:

City of Gardner

## Other:

Bike Trail
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YヨNOYVO so 1110 J


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

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## RELEASE DEED




The BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Twenty Thousand Four Hundred and no/100 ( $\$ 20,400.00$ ) Dollars paid to it by CITY OF GARDNER, having a mailing address of City Hall, Gardner, Massachusetts, (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Gandner, County of Worcester, Commonwealth of Massachusetts, (the
"Premises") described as follows:

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

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

1. This conveyance is made without granting any right of way, either by necessity or
2. The Grantor hereby reserves a permanent, exclusive right of way and easement ${ }^{1}$ ins, on, over, under, atross and through the Premises for the puppose 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, appurienances, 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 alienare the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecomrrunications 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 tite to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement
area after any work.
${ }^{1}$ under
Isw Ohios of
Ceorge C. Corry
141 Central Streat
Cardioct, 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 abtandoned by the Grantor and shall then become the property of the Grantee.
4. The-Grantor-exeepts from-this conveyance-any and-all- advertising signs-andfor bittboards-located upon-the Premises-which-are-not owned by the Grantor: Furthermore, this conveyame-is sabject to the right of the-owners of-said-signs andfor bittboards the 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 waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforrement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 , et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances. This provision does not apply to any future activity on the premises or any part thereof conducted by the Grantor, including but not limited to its execise of its rights as set forth in paragraph 2 hereof.
7. By-the aeteptance of this deed-and-as part consideration-therefor, the-Grantue hereby-agreesto-buitd and-forever-maintain-fences (together-with-any-neeessary gates), stitable to the Principal-Engineering Officer of the-Gramtor, atong the boundaries of the Premises which are commonto remaining land or-location of the Grantor-(tiv-"Fences"), if Fences-are-ever-required in the-sole-and-reasonable opinion of said Principat-Engineering Officer:
8. This conveyance is-subjeet to the-following restriction-for the benefit of other tand or location of the Grantor; to wit: that from-the-date- of delivery of this deed, the Grantorshall-not be liable to the-Grantee or any lessec or oser of the Premises for any part thercof) for any damage to any buildings or property-upon themraused by-fire, whether commmieated-ditectly or indireetly by or from-locomotive engines of ary description wpon the railroad operated by the-Grantor, orotherwise-
9. By-the-aceeptante of this deed-and-as-part consideration-therefor, the-Grantse hereby-agrees to make no use- of the Premises-which, in the-sote and reasomabte opinion- of the-Principal-Engineering- - fficer of the-Grantor; adversety affects; increases or deereases drainage to, from, upon or in any remaining land or tocation of the Grantor. The Grantec agrees to indemnify and save the Grantor harmiess from-and against-any-and-all loss, cost, damage-ot expense-including, bat not timited- to, the cost of defending alt chaims andfor suits-for-property damage-; personal injury or deathrarising out of or in any way attributable-to any breactrof the-foregoing eovenant.
10. The-Grantor cxeepts from-this conveyance any-and-all overhead, surface or underground signat and commonication line facitities of the-Grantor focated within the-limits of the Premises and thisconveyance is subject to the-Grantor's use of any suctr-facitities in-their present locations andentry upon-the-Premises from time-to time to maintain- repair, replace, renew, relay or-remove such fasilities:
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 MANE CORPORATION has cansed this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this $/ 3$ th day of y cine. 2000.

GRANTOR:
BOSTON AND MAINE CORPORATION



GRANTEE: CITY OF GARDNER



## COMMONWEALTH OF MASSACHUSETTS

Middesex, ss.


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.


## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.


Then personally appeared Daniel $\mathrm{I}^{2}$. Kelley the
MAYOR 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.


## 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 $1550+50 \pm$ at State Route I 40 in Gardner, MA and Railroad Station 1606+00 $\pm$ at the Gardner/Winchendon City/Town Line. Said land is shown on plans entitled "Right of Way Plan in Gardner, Massachusctts of the Boston and Maine Corporation Property being conveyed to the City of Gardncr, Massachuselts, Scale 1"-100 Weston and Sampson Engineers, Inc. 88 Waverly Strcet 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 Mainc R.R. Scale I"-100' dated Junc 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 Coporation (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, Chicf Executive of the Corporation, in connection with sales of parcels of real estate of the Copporation with purchase prices of less than One Hundred Theusand and no/100 ( $\$ 100,000.00$ ) Dollars, is hereby authorized, empowered no/100 ( $\$ 100,000.00$ ) Dollars, is hereby authorized, empowered execute, seal and deliver such agreements of sale, deeds, certificates or instruments, and to take such other action as he may deem necessary, appropriate or convenient to sell such parcels. consumate such transactions, and effect the purposes of this vote.
I-further certify that such vote has not been altered, amended, or rescinded and remains in full foree and effect as of the date hereof.
WITNESS my hand and the seal of the Comporation as of this $\angle S \neq$ day of


ATTEST: WORC. Anthony J. Vigliott, 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 827 GREEN ST
Vision ID 4622

Style:
Model
Grade:
Stories:
Oceupancy
Exterior Wall 1
Exderior Wall 2
Roof Structure:
Roof Cover
interior Wall 2
Interior FIr $t$
Interior Fir 2
Heal Fuel
Heat Type.
AC Type:
Total Bedrooms
Total Blhrms:
Total Halif Bains
Tolal Rooms:
Kitchen Style:
Misc imp Ovr Com
Cost to Cure Ovr
RCNLD
Dep \% OV
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# Worcester South District Registry of Deeds Electronically Recorded Document 

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## Recording Information

| Document Number <br> Document Type <br> Recorded Date <br> Recorded Time | $\begin{aligned} & 146123 \\ & \text { DEED } \\ & \text { October 18, } 2021 \\ & \text { O2:07:25 PM } \end{aligned}$ |
| :---: | :---: |
| Recorded Book and Page | 66317/109 |
| Number of Pages(including cover sheet) | : 8 |
| Receipt Number | $\therefore 1388460$ |
| Recording Fee (including excise) | $\begin{aligned} & \$ 155.00 \end{aligned}$ |
| ************************************************* |  |
| MASSACHUSETTS EXCISE TAX <br> Worcester District ROD \#20 001 |  |
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| Date: 10/18/2021 02:07 PM |  |
| Ctrl\# Doc\# 00146123 |  |
| Fee: $\$ 00$ Cons: $\$ 100.00$ |  |
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Worcester South District Registry of Deeds
Kathryn A. Toomey, Register 90 Front St
Worcester, MA 01608 (508) 798-7717

## QUITCLAIM DEED


#### Abstract

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 quitelaim 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:

COMMENCDNG 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 fect to an iron pipe;
THENCE at an included angle of $90^{\circ}$ northeasterly by other land now or formerly of GAAMHA, Inc., 100 feet to an iron pipe;

THENCE at an included angle of $90^{\circ}$ southeasterly 100 feet to an iron pipe;
THENCE at an included angle of $90^{\circ}$ 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 thercof as may have been taken for highway purposes.

Grantor(s) hereby releases any and all homestead rights to the premises and cerlify under the pains and penallies of perjury that there are no other persons entitled to protection of the Hormestead Act. The Grantor(s), further stalte, pursuant to M.G.L. c. 188, § 13, under oath and subject to the pains and penalties of perjury, do hereby depose, state and certily that: (i) that no spouse, non-owner spousc, former spouse, or any other person resides at the home, is entitled to claim the bencfit 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 entilled to claim the benefil of an cxisting estate of homestead.

The preparer of this Deed has nol conducted a tille scarch.
Being the same premises conveyed to us by Deed of Deborah M. Rosenblatt, Trustee under the Last Will and Testament of Noclla M. Leblanc, Docket No. WO132966EA, dated Auyust), 23, 2021, recorded in the Worcester South District Registry of Deeds in Book tabeghs. Page 188.

## THE REMAINDER OF THIS PAGE IS BLANK

Executed as a sealed instrument this 254 day of $\mathbb{\pi} \cup g^{U} \int 7,2021$.


Deborah M. Rosenblatt

Joann M. McAvoy

Steven J. LeBlanc

## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss
On this $28^{t h}$ 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 MAt Drivers Ciranse (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 $\qquad$ day of $\qquad$ 2021, before me, the undersigned notary public, personally appeared Deborah M . Rosenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$ (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


## 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 $\qquad$ (source-of identification), to be the person whose name is signed- 0 this document, and acknowledged to me that he signed it voluntarily for its stated purpose and that the foregoing instrument is hi before me.


## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss
On this 23 day of Anhalt, 2021, before me, the undersigned notary public, personally appeared Deborah M Rosenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$
$\qquad$ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, before me.


Notary Public: Arthur J. Bale Y My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss
On this 23 day of August_, 2021, before me, the undersigned notary public, personally appeared Joann M. MtAvoy, proved to me through satisfactory evidence of identification, which was $\qquad$
$\qquad$
$\qquad$ (source of identification), to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, before me.


Notary Public: Arthur J. Baste W My Commission Expires:

I, Robert McAvoy, spouse of Joann M. McAvoy, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.


Robert McAvoy

COMMONWEALTH OF MASSACHUSETTS
Norfolk, ss
On 23 day of August, 2021, before me, the undersigned notary public, personally appeared Robert McAvoy, the above-napned and proved to me through satisfactory evidence of identification being mall 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.


Executed as a sealed instrument this $3 t \leq$ day of August. 2021.

Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy


Steven J. LeBlanc
COMMONWEALTH OF MASSACHUSETTS
Worcester, ss
On this $\qquad$ day of $\qquad$ . 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was $\qquad$ (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 $\qquad$ day of $\qquad$ 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$ (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 $3^{\text {st }}$ day of Angust, 2021, before me, the undersigned notary public, personally appeared Steven J. LeBlanc, proved to me through satisfactory evidence of identification, which was Delasare Driver's breaze- (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 interestrin Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.


## STATE OF DELAWARE

Kent, ss
On $33^{\text {s2 }}$ 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 Delawene. Driver's Lien $=$, 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:


ATTEST: WORC Kathryn A. Toomey, Register

# Parcel ID: 

M42-14-6

Address:

No Formal Address

## Owner:

## City of Gardner

## Other:

Wooded Vacant Lot
Property Localion GREEN ST

## Parcel ID:

M42-25-01

## Address:

## 1010 Green Street

## Owner:

New England Power (National Grid)

## Other:

National Grid Right of Way/ Old Rail Bed



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

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


## KNOW ALL MEN BY THESE PRESENTS

that Boston and Maine Rallioad, a corporarton duly established under the lawa of the
Seventy-five Hundred Dollars (\$7500.00)
 and recelved,
to it/oy New England Power Company, a corporation duly organized under the laws of
the Commonweath of Massachusetrs, the recelpt whereof is hereby acknowledged, doed
heretry give, grant, bargain, sell and convey unto the said New Bngland Power Compant
Its successors and assigns, all of its inght, title and interest in and to four ( 4 ) certain
pleces or parcels of land situated In Gardner, County of Worcester and Commonwealth
of Massachusetts, bounded and described as follows:

Parcel \#l: a certaln plece or parcel in sald Gardner being all of the land or location of the former Worcester Branch of sald Boston and Maine Railroad Iylng between Park Srreet, eo-called, on the South and Cemetery Road, so-called, on the North, sald parcel contalning about one and twenty-five hundredthe ( 1.25 ) acres;

Parcel \#2: a certain plece or parcel in sald Gardner baing all of the land or location of the former Worcester Branch of aald Boston and Maine Rallroad lying between satd Cemetery Road, on the South, and Park Street or Park Streer Relocation (Picaic Grounds Crossing) on the North, sald parcel containlng abour elght and elghty-three hundredths (8.83) acrea;

Parceif \#3: a certain plece or parcel in baid Gardner being all of the land or Iocarton of the former Worcester Branch of sald Boston and Maine Ratlroad lylug between Park Street or Park Street Relocation (Picnic Grounds Crossing, soncalled) on the South and on the discontinued Park Sureet crossing on the North, sald parcel contalining about four and fifty-four hundredths (4.54) acrea; and

Parcel \#4. a certaln plece or parcel in sald Gardner being all of the land or Location of the former Worceater Branch of sald Bos ton and Maine Rallroad lying between the dlscontinued Fark Street crossing on the South and Winchendon Street, somealled, on the North, sald parcel containlng about elghteon and alxy-nlne humdredths $(18,69)$ acres;
all of said parcels being as shown upon a plan marked; "Boston and Maine Rallroad Proposed Land Sale Bagt of Heywood Station GARDNER, MASS. To New England Power Compaty J. F. Kerwin Ass'c. Chtef Bng'r Scale: - Graphic Feh. 1962",
 made for a further description of eald premisès.

By the acceptance of this deed the grantee hereby covenants and agrees for ttself, Its successors and assigns, to bulld and forever malntaln a sultable fence along the boundarics of aatd parcel common to gaid parcel and remalnitg 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 assigna, forever.

# Parcel ID: 

M37-20-10

Address:

# No Formal Address 

## Owner:

New England Power (National Grid)
Other:
Wooded Lot





Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report Current datetime: 2/7/2023 2:26:48 PM


## KNOW ALL MEN bY THESE PRESBNTS

that Boston and Maine Rallroad, a corporacion duly estabilshed under the laws of the
Seventy-five Hundred Dollars ( $\$ 7500,00$ ) Commonwealth of Massachuserts, Lor/Geventy-five Hundred Dollars (\$7500.00) and received,
to $\mathrm{lt} / \mathrm{Dy}$ New Bngland Power Company, a corporation duly organized under the Laws of the Commonwealth of Massachusetts, the receipt whereof is hereby aclonowledged, doee hereby glve, grant, hargaln, sell and convey unto the sald New England Power Compant; Its successors and asstgns, all of tit xtght, title and interest in and to four (4) certaln pleces or parcels of land attuated in Gardner, County of Worcester and Commonwealth of Massachusetts, bounded and described as follows:

Parcel \#1: a certaln plece or parcel in sald Gardner betng all of the land or location of the former Worcester Branch of said Boeton and Malne Rallroad lying between Park Street, so-called, on the South and Cemetery Road, soncalled, on the North, said parcel contalnlng about one and twenty-five hundredths (1. 25) acres;

Parcel \#2: a certaln plece or parcel In sald Gardner belng alf of the land or location of the former Worcester Branch of said Boston and Maine Rallroad lyling berween sald Cemetery Road, on the South, and Park Street or Park Street Relocation (Picnic Grounds Crossing) on the North; sald parcel contalning abour elght and elghty-three hundredhs (8.83) acres;

Parcel \#3: a certain plece or parcel in ald Gardner being aill of the land or location of the former Worcester Branch of aatd Boston and Malne Rallroad lying between Park Street or Park Street Relocation (Piculc Grounda Crosslog, 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 plece or parcel in said Gardner beling all of the land or location of the former Worcester Branch of sald Boaton and Malue Raliroad lying between the discontinued Park Street croasing on the South and Winchendon Street, so-called, on the North, aald parcel contalning about eighteen and alxymploe humdredths (18, 69) acres;
all of said parcels belag as shown upon a plan marked: "Boston and Malne Radirond Proposed Land Sale Bast of Heywood Station GARDNER, MASS. To New England Power Company J. F. Kerwin Ass'L. Chlef Bng'r Scale: - Graphic Feh 1962",
 made for a further description of sald premlses.

By the acceptance of this deed the grantee hereby covevants and agrees for itself, Its successors and assigas, to build and forever maintaln a sultable fence along the boundaries of said parcei common to said parcel and remaining land of the grantor If a fence is required at any time hereafter. This covenant is to rus with the land herelnabove deacribed and to be binding upon the grantee, its successors and asolgns, forever.
2.


Excepting from this conveyance any and all tracks and track materials located within the lImits of the above described parcels. Sati conveyance ie hereby made subject to the right of the granter, its successors and assigns, to maintain said sections of tracks and track material in their present location and to operate locomoLives and cars thereon; and further, subject to the right of the grantox; its successors' and assigns, to enter upon the said above described parceffrom 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 Bagland 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 in the year one thousand nine hundred and sixty-three.




BOSTON AND MAINE RAILROAD,


Gertrude E. Bryan
Then personally appeared the above named G. F. Glacy, a Vice President of sad Boston and Maine Rall road, and acknowledged the foregoing instrument to be the free act and deed of sold Boaton and Maine Railroad,
before me

My Commission expires


At a Meeting of the Board of Directors of BOSTON AND MANB RAILROAD, aly called, motified and held on June 13 , 1962 a quorum being pregent, the following action was taken:
"VOTED to enter into an agreement, the terms of which are to be catidfactory to the President or any Vice President of this Company, for the aale by thls Company to Massachusetts Electric Company (New Bngland Power Company) or nominee, of four (4) parcels of land at Gardner, Massachusetts, for a consideration of $\$ 7,500.00$ and
respective
containing ang aressof about 1.25 acres, 8.83 acres, 4.54 acrea and $18.69 /$ acres, abject to more accurate computation and survey approved by the President or any Vice President hereby is authorized the President, or any Vice President of this Company be and he further
"VOTED: that the President, or any Vice President of this Company, be and he hereby is authorized in its aame and behalf, to execute, acknowledge and dellver a deed of aaid premises when sadd further computation and survey bave been completed and the algnature of such officer on such deed shall be conclusive evidence of his approval of auch computation and aurvey."
I. Maynard W. Bullis

- Clerk of said Boston and Maine

Raitroad, do hereby certify that New England Power Company,
the grantee in the deed to which this certifficate to attached, is the pard
who has been nominated syamax
to accept anch deed; and 1 further certify that the above mentioned computation and aurvey have been completed and that the premiae日 described as conveyed by caid deed are the same premises authorized to be conveyed in the vote of aaid Board of Directors hereinabove set forth.

Attest


# 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



Worcester District Registry of Deeds -20/20 Perfect Vision i2 Document Detail Report
Current datetime: 2/7/2023 2:20:54 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

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 $33^{\circ}$ West, 49 rods and 2 links to a wall;
THENCE South $15^{\circ}$ 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 $741 / 4^{\circ}$ East, 55 rods and 12 links to a stake and stones;

THENCE again by said Eaton land North $153 / 4^{\circ}$ 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 $403 / 4^{\circ}$ West, 33 rods and 21 links to a stake and stones;
THENCE again by said Learned land North $391 / 4^{\circ}$ East, 23 rods and 13 links to the place of beginning.

Containing 14 acres, more or less.
ALSO another tract of land lying in the northerly part of Gardner, it being also part of the John Eaton Farm, so called, and being bounded and described as follows:

BEGINNING at a stone monument on land of Charles Eaton and on the southerly side of the road leading from Gardner to Winchendon;

THENCE by the southerly line of said road North $33^{\circ}$ West, 25 rods and 19 links to a stake and stones;

THENCE South $391 / 2^{\circ}$ West, 23 rods and 13 links to a stake and stones;
THENCE South $403 / 4^{\circ}$ 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 $153 / 4^{\circ}, 22$ 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 Granters 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 $25^{\text {th }}$ day of February 2008.


## 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 RhpndarC. Johnson, proved to me through satisfactory evidence of identification, which were $M 4 \geq \in L C$., 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.


Notary Public
My Commission Exp:

## 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

WE, JOHN W. DENMAN and GEORGIA O. DENMAN, both
of Saint Ansgar, Iowa
beirganameried for consideration paid, sod in full considention of TWO HUNDRED ETGHTEEN

grant to CITY OF GARDNER, a municipal corporation,
95 Pleasant Street
of Gardner. Massachusetts 01440 with quitslitu rmunante

## thederankiax

[Deccription and encumbithan, if infl

A certain parcel of land situated on the northerly side of Eaton Street and the westerly side of Green Street, foute 140, in the northeriy 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 Il' $30^{*}$ 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' $08^{\prime \prime}$ E., 742.80 feet to a point of curvature;
Thence SOUTHERLY, by a curve to the left having a radius of 5789.58 feet, a distance of about 115 feet to a point in the westerly line of the former (1939), layout of Green Steet, the preceding four courses being by the present line of Green Street, Route 140, as laid out in 1972 under taking recorded with Worcester District Registry of Deeds, Book 5222, Page 477, Plan Book 364, Plan 16, on a "true" datum, whereas the remaining courses herein are on a "magnetic" datum;

Thence S. 19 21" W., by the "old" line of Green Street, under taking recorded with sald 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 $E$. 2lotnik:

Thence N. $1603^{\prime}$ E., about 391 feet;
Thence N. $8127^{\circ}$ W., 537.日 feet to a corner of stone walls, the preceding two courses being by a stone wall and by said 2lotnik land;

Thence N. 19 09' E., partly by a stone wall, by said zlotnik land and land of the Neu 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 $\mathbb{N} .1853^{\prime}$ E., about 400 feet to the point of beginning in the westerly line of Green Stinet, 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 2883, 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. Reyworth 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. Houte 140, under sald


## :00:14013pac.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 bulidings 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. $t$ Georgia O. Denman, said point being located s 3-52.08"E along said street, Iine a distance of 300.00 feet from a granite bound at a point of curvature in said etreet line; thence $S$ 03-52"-00"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 5799.5 5 feet, an arc length of 114.72 feet to a point that is not tangent ; S 2-0.0143"W, 55.97 feet to a point or curvature of a curve that rounds the northwesterly intersection of the westerly line of Green Street with the northerly line of Eaton street, the preceding three courses being by the said line of Green Street; thence
southwesterly and westerly, by said intersection. by a curve to the right having a radius of 45.28 feet, an arc length of 70.14 feet to a point of tangency in the northerly line of Eaton Street; thence N 89-06'27"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 $N 78-44^{11} 16^{\prime \prime W}$, 43.16 feet; thence $N 73-26^{\circ} 02^{\prime \prime} \mathrm{W}, 31.37$ feet to a drill hole at a corner of stone walls at other land of the first mentioned John w. $f$ Georgia O. Denman, the preceding two courses being by a stone wall and the preceding four courses being by the sald line of Eaton
 feet; thence N $17-18^{\circ} 36^{\circ} \mathrm{W}, 36.79$ feet, the preceding three courses being by a stone wall: thence $N 82-12^{\prime \prime} 59^{\circ} \mathrm{E}, 663.80$ 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 northeasteriy corner of the above described premises.

Being shown on a plan entitled: "Plan of Land of John W. 6 Georgia 0 . Denman in Gatdner, (Worcester County). Massachusetts, Scale: I inch o 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 72e6, Page 129.
*and Parcel 7-D-1-C
**in Plan Book 656. plan //0.

## :cc: 14013pace340



$$
\begin{aligned}
& \text { STATE OF IOWA }
\end{aligned}
$$

> Cluatke
> $\infty$
> Then personally appeared the above named
> February 29.
> 1992 Georgia O. Derman
and acknowiedged the foregoing instrument to be
their, free act and deed, before me

ut $12-9-94$


CEAPTER HE3 SEC 6 AS AMENDED BY CHAPTER 497 OY 1969
 and a racital of the amoont of the futl coasideration therrof in dolless of the asture of the other considention therefot, to goo delisered


 it it in complinace with the requifements of this section.

# 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
Property Localion GREEN ST


Property Location
Vision 10
4623 GREENST
Vision ID $4623 \quad$ Account \#
Rap ID R37/ 1/2/!
Bldg Name
Sec\# 1 of 1




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

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

# Worcester South District Registry of Deeds Electronically Recorded Document 

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## Recording Information



Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

## QUITCLAIM DEED


#### Abstract

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 stonc bound at land of the City of Gardner;

THENCE northwesterly by the eastcrly line of said highway, 100 feet to an iron pipe;
THENCE at an included angle of $90^{\circ}$ northeasterly by other land now or formerly of GAAMHA, Inc., 100 feet to an iron pipe;

THENCE at an included angle of $90^{\circ}$ southeasterly 100 fect to an iron pipe;
THENCE at an included angle of $90^{\circ}$ 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 thercof as may have been taken for highway purposes.

Grantor(s) hercby releases any and all homestead rights to the premises and certify under the pains and penallies of perjury that there are no other persuns 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 ol'perjury, do hereby depose, state and certify that: (j) that no spouse, non-owner spouse, former spouse, or any other person resides at the home, is entitled to claint the bencfit of an existing estate of homestcad; and (ii) at the time of delivery of this deed, no spouse, former spouse, or any other person is entilled to claim the benefil of an existing estale of homestead.

The preparer of this Deed has nol conducted a tille scarch.
Being the same premises conveyed to us by Deed of Deborah M. Roscnblatt, Trustee under the Last Will and Testament of Noclla M. Leblane, Docket No. WO132966EA, dated Augusje, 23, 2021, recorded in the Worcester South IIsistricl Registry of Deeds in Book folevis Page 188.

## THE REMLANDER OF THIS I'AGE IS BLANK

SIGNTURES TO MOLLOW

Executed as a sealed instrument this 28 化 day of $a \cup q^{\circ} \int f$, 2021.


Thomas R. LeBlanc

Deborah M. Rosenblatt

Joann M. McAvoy

Steven J, LeBlanc

## COMMONWEALTH OF MASSACHUSETTS

Worcester, ss
On this $28^{t h}$ 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 M/ Drivers Cirense $\qquad$ (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.


COMMONWEALTH OF MASSACIUSETTS
Norfolk, ss
On this $\qquad$ day of $\qquad$ , 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$ (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 mc.

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

Thomas R. LeBlanc


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 $\qquad$ (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 before me.


## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss
On this $2_{3}$ day of Awhif, 2021, before me, the undersigned notary public, personally appeared Deborah M posenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$ (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.


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 $\qquad$ wYnd (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 hoer free act and deed, before me.


Notary Public: Arthur J. Bole $\mathbb{W}$ My Commission Expires:

I, Robert McAvoy, spouse of Joann M. McAvoy, hereby release all my right, title and interest in Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.


Robert McAvoy

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss
On 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 $\qquad$ , 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.


Executed as a sealed instrument this $3 \backslash \leq$ day of $A_{1}$ gus $\mathcal{L}$ 2021.

Thomas R. LeBlanc

## Deborah M. Rosenblatt

## Joann M. McAvoy



Steven J. LeBlanc
COMMONWEALTH OF MASSACHUSETTS
Worcester, ss
On this $\qquad$ day of $\qquad$ , 2021, before me, the undersigned notary public, personally appeared Thomas R. LeBlanc, proved to me through satisfactory evidence of identification, which was $\qquad$ (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 $\qquad$ day of $\qquad$ , 2021, before me, the undersigned notary public, personally appeared Deborah M. Rosenblatt, proved to me through satisfactory evidence of identification, which was $\qquad$ (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 mc.

## STATE OF DELAWARE

## Kent, ss

On this $31^{\text {st }}$ day of Aughst, 2021, before me, the undersigned notary public, personally appeared Steven J. LeBlanc, proved to me through satisfactory evidence of identification, which was Delan>a+e Driver's Lreaze_ (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 relcase all my right, title and interemt Homestead rights for the property known as Easterly Side of Winchendon Road, Gardner, Worcester County, Massachusetts.


Linda LeBlanc

STATE OF DELAWARE
Kent, ss
On $31^{\text {sp }}$ 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 Dedawere Driveis Lien 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.


# Parcel ID: 

M47-22-04

Address:

# No Formal Address 

## Owner:

## City of Gardner

## Other:

## Vacant Wooded Lot

Property Location
Vision 10
2002

Property Location
Vision IIC
2002 GREEN ST
Vision CONSTRUCTIONDETALL ACcounl \#


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

Current datetime: 2/7/2023 2:30:39 PM

the mortgagee shall have the statutory power of sale.
INWITNESS WHEMEOF 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
Comonwealth of Massecimsetts
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

SamueI 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., piorcester, Mass. on Friday, July 30, 1937, at 10 ofclock A. W. Present were all the Stockholders and Directors.

On motion duly made and seconded it was VOTED that the Ireasurer 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 $435,000.00$, covering property purchased by the corporation, said property being situated at 72 - 80 Chandler Street, Viorcester; Hass.

No further business appearing it was voted to adjourn.
A true copy:
Attest: Philip Rosenberg Clerk
Rec'a Juiy 30, 1937 at 4h. 3Im. P. M. Ent'd \& Ex'd
*
$\#$
*
\#

I, Harriet G. Heywood, of Gardner, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to City of Gardner, a municipal corporation, in the County of Viorcester, Commonrealth of Massachusetts, with $H$ A R A N T Y covenants. Certain real estate situated in GARDNER, liorcester County, Hassachusetts, bounded and described as follows, to wit: Beginaing at a stake in the west line of Green Street which is l22. I feet from a stone monument situated northerly in said westerly line of said Green Street; thence N. $83^{\circ} 15^{\prime}$ W. 140 feet to an angle in the wall; thence $N_{.} 77^{\circ} 15^{\prime} \mathrm{Ni}_{\text {. }} 73$ feet to a corner at land of Hefrs of Henry Heyrood; thence easterly by Iand of Susan G., Hattie A., Fred and Chas. M. Coolidge 5 rods to an angle; thence easterly by said coolidges' land a rods and 6 links to a staire in the west line of said street; thence northerly by said street line to the place of beginning.

Also another traet of Iand adjoining the above described tract and bounded and described as follows: Beginning at the southeast corner thereof at a corner of land formerly owned by Oliver $H$. Brown and on the west side of Green Street; thence running $N$. $801 / 4^{\circ}$ W. by said Brorm land on the wall to a corner of the wall at land of Artemas Cooledge; thence N. $271 / 4^{\circ} \mathrm{E}$. by said Cooledge Iand 7 rods 5 links to a corner; thence H . $78 \mathrm{I} / 2^{\circ} \mathrm{E} .5$ rods; thence $\mathrm{N} . \mathrm{B7} 1 / 2^{\circ} \mathrm{E}$. 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 Viorcester District Deeds, Book 2640, Page 356 .

Subject to five-twelfths of the taxes due the City of Gardner for the year 1937.
WITNESS my hand and seal this 29th day of JuIy 1937.
Harriet G. Heywood (seal)
The Commonwealth of iiassachusetts
Worcester, ss. Gardner, July 29, 1987. Then personally appeared the above named Harifet G. Heywood, and acknowledged the foregoing instrument to be her free act and deed, before me
M. Alan Moore Justice of the Peace
ky commission expires February 10, 1939


Heywood Farm; Inc., a corporation duly organized under the laws of the Comonwealth of ilassachusetts, 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 Worcester, Commonwealth of Massachusetts, with WARAANTY covenents, the land in GARDNER and WINCIENDON, in said County and Commonwealth, bounded and described as follows, to wit:

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

Heywood
to

City of Gardner

1-\$ع,00 Stamp
Cencelled

Heywood Farm,Inc.
to

City of Gariner

# 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




CITY of GARDNER
Office of the City Clerk
95 Pleasant Street, Room 121
Gardner, MA 01440
*Tel. 978-630-4058 *Fax: 978-630-2589

## CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct a Joint Public Hearing on Monday, March 20, 2023 at 6:30 P.M. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- 10891 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- 10892 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- 10893 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage -www.gardner-ma.gov.

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


Titi Siriphan
City Clerk

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 3, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440

## RE: Zoning Ordinance Proposal- Sports Betting Facilities

Dear Madam President and Councilors,
As you are likely aware, on August 10, 2022, former Governor Charlie Baker signed Chapter 173 of the Acts of 2022 into law, legalizing sports betting in the Commonwealth.

This new addition to the General Laws, some parts of which have already taken effect while others will within the next few months, allows for the opening of new facilities across the Commonwealth where individuals can gamble and place wagers on sporting games.

Currently, these types of facilities are not governed by our zoning ordinance, as they were not allowed prior to the passage of this act. The attached ordinance proposal is being presented to help protect the City so that we can regulate where facilities like this can go and make sure that in the event that a facility like this looks to open in Gardner, it locates in a location that fits this use rather than in a largely residential area that could cause disruptions to a neighborhood.

I believe it is in the best interest of the City to be proactive in this matter in order to make sure the City has the tools in place before any situations may arise.

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

CC:
City Council Public Welfare Committee
Planning Board

# AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO ADD "SPORTS BETTING" TO THE ZONING TABLE OF USES. 

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

SECTION 1: That Section 210(B) of Chapter 675, entitled "Word Usage and Definitions," be amended by adding the following definition to its list:

Sports Betting Facility - An entity licensed by the Massachusetts Gaming Commission under the provisions of Chapter 173 of the Acts of 2022 of the General Laws to conduct sporting and wagering events.

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.

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,
 Chief of Police


## City of Gardner

## Department of Inspectional Services

115 Pleasant Strect, Room 101
Gardner, MA 01440
Tel. (978) 630-4007 Fax: (978) 632-3313

Feb. 7, 2023

RE: Text Amendment
Dear Mr. Mayor,
Please accept this letter as my full support for your proposed text amendment to our Zoning Ordinance regarding sports betting. I believe when new laws are enacted at a state level that a municipalities Zoning must change to reflect the new law, or be forced to react to a potential problem.

Do not hesitate to contact me should you need any further assistance.


Building Commissioner/Zoning Enforcement Officer
City Hall Annex
115 Pleasant St. RM 101
Gardner, MA 01440
(978) 6304007
rjean@gardner-ma.gov

## Mission Statement

GARDNER CODE

| Description of Use | SFR1 | RR2 | GR3 | COM1 | COM2 | IND1 | IND2 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 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 drivein 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 

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 |
|  |  |

# 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:

SECTION 1. Section 7 of chapter 4 of the General Laws is hereby amended by striking out clause Tenth, as appearing in the 2020 Official Edition, 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 $24,24 \mathrm{~A}$ and 27 of chapter 10 ; (ii) a game conducted under chapter 23 K ; (iii) sports wagering conducted under chapter 23 N ; (iv) pari-mutuel wagering on horse races under chapters !28A and 128C and greyhound races under said chapter 128 C ; (v) a game of bingo conducted under chapter 271; (vi) charitable gaming conducted under said chapter 271 ; and (vii) a fantasy contest conducted under section $11 \mathrm{M}^{1 / 2}$.

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

Tenth, "Iltegal 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 23 K ; (iii) sports wagering conducted under chapter 23 N ; (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 11 M the following section:-

Section $11 \mathrm{M} 1 / 2$. Notwithstanding sections $24,24 \mathrm{~A}$ 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 cvents; 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
teams or solely on any single performance of an individual athlete or player in any single actual event.

SECTION 4. Section 4 of chapter 23 K of the General Laws, as appearing in the 2020 Official Edition, is hereby amended by inserting the following subsection:-
(42) regulate and enforce chapter 23 N relating to sports wagering.

SECTION 5. The General Laws are hereby amended by inserting after chapter 23 M the following chapter:-

CHAPTER 23N

## AUTHORIZATION AND REGULATION OF SPORTS WAGERING

Section 1. This chapter shall be known and may be cited as the "Massachusetts Sports Wagering Act".

Section 2. Notwithstanding any general or special law to the contrary, the operation of sports wagering and ancillary activities shall be lawful when conducted in accordance with this chapter and the rules and regulations of the commission.

Section 3. As used in this chapter the following words shall, unless the context clearly requires otherwise, have the following meanings:
"Adjusted gross fantasy wagering receipts", the total gross receipts from fantasy contests as defined in section $11 \mathrm{MI} / 2$ of chapter 12 , less only the total of all cash prizes paid to participants in the fantasy contests; provided, however, that the total of all cash prizes paid to
participants shall not include the cash equivalent of any merchandise or thing of value awarded as a prize.
"Adjusted gross sports wagering receipts", the total gross receipts from sports wagering less the sum of: (i) the total of all winnings paid to participants; and (ii) all excise taxes paid pursuant to federal law; provided, however, that the total of all winnings paid to participants shall not include the cash equivalent of any merchandise or thing of value awarded as a prize.
"Affiliate", a person who directly or indirectly controls, or is controlled by, or is under common control with, a specified person.
"Applicant", a person who has applied for a license to engage in activity regulated under this chapter.
"Breaks", the odd cents over any multiple of 10 cents of winnings per $\$ 1$ wagered.
"Category 1 license", a license issued by the commission that permits the operation of sports wagering in person at a gaming establishment, as defined in section 2 of chapter 23 K , and through not more than 2 individually-branded mobile applications or other digital platforms approved by the commission; provided, that the mobile applications or other digital platforms shall be qualified for and issucd a category 3 license.
"Category 2 license", a license issued by the commission that permits the operation of sports wagering in-person on the premises where either: (1) live horse racing is conducted in accordance with chapter 128A or (2) the licensee is authorized by law to conduct simulcast wagering on horse or greyhound racing, and through not more than 1 individually branded 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 toumament", 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.
"Electronic sports", a single or multiplayer vidco game played competitively for spectators.
"Governmental authority", any governmental unit of a national, state or local body exercising governmental functions, except the United States government.
"License", any license applied for or issued by the commission under this chapter, including, but not limited to: (i) an operator license or (ii) an occupational license.
"National criminal history background check", a criminal history background check conducted using the criminal history record system maintained by the Federal Bureau of Investigation and based on fingerprint identification or any other method of positive identification.
"Occupational license", a license required to be held by an employee of an operator when the employee performs duties directly related to the operation of sports wagering in the commonwealth in a supervisory role.
"Official league data", statistics, results, outcomes and other data relating to a sporting event that is obtained pursuant to an agreement with the relevant sports governing body, or with an entity expressly authorized by the relevant sports governing body to provide such data to sports wagering operators, which authorizes the use of such data for determining the outcome of tier 2 sports wagers on such sporting event.
"Operator" or "sports wagering operator", any entity permitted under this chapter to offer sports wagering to persons in the commonwealth through a category 1 license, category 2 license or category 3 license.
"Operator license", a category 1 license, category 2 license or category 3 license to operate sports wagering.
"Person", an individual, corporation, association, operation, firm, partnership, trust or other form of business association.
"Personal biometric data", any information about an athlete that is derived from that athlete's physical or physiological characteristics, including, but not limited to, deoxyribonucleic acid, heart rate, blood pressure, perspiration rate, internal or external body temperature, hormone levels, glucose levels, hydration levels, vitamin levels, bone density, muscle density or sleep patterns.
"Players association", a professional sports association recognized by a sports governing body that represents professional athletes.
"Professional sport or athletic event", an event at which 2 or more persons participate in a sport or athletic event and receive compensation in excess of actual expenses for their participation in such event.
"Promotional gaming credit", a sports wagering credit or other item issued by an operator to a patron to enable the placement of a sports wager.
"Qualified gaming entity", an entity that: (i) holds a gaming license as defined in section 2 of chapter 23 K ; (ii) (a) is licensed by the commission in accordance with chapter 128A to conduct a live horse racing meeting, (b) is a running horse racing licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law or (c) is a greyhound meeting 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 I 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 $11 \mathrm{M} 1 / 2$ 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 I 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 employec 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 carned 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.
(g) The commission shall have the authority to enforee this chapter and any rule or regulation of the commission and may request that the attomey general bring an action to enforce this chapter or any rule or regulation of the commission by civil action or petition for injunctive relief.
(h) The commission may hold hearings, administer oaths and issue subpoenas or subpoenas duces tecum in order to enforce this chapter and the rules and regulations of the commission.
(i) The commission may exercise any other powers necessary to effectuate this chapter and the rules and regulations of the commission.

Section 5. (a) A person shall not engage in any activity in connection with sports wagering in the commonwealth unless all required licenses have been obtained in accordance with this chapter and the rules and regulations of the commission.
(b) The commission shall not grant an operator license until it determines that each person who has control of the applicant meets all qualifications for licensure. For the purposes of this chapter, the following shall be considered to have control of an applicant: (i) a person who owns 10 per cent or more of a corporate applicant and who has the ability to control the activities of the corporate applicant; provided, however, that a bank or other licensed lending institution that holds a mortgage or other lien acquired in the ordinary course of business shall not be considered to have control of an applicant; (ii) a person who holds a beneficial or proprietary interest of 10 per cent or more of a non-corporate applicant's business operation and who has the 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 I license to any holder of a gaming license, as defined in section 2 of chapter 23 K , that meets the requirements of this chapter and the rules
and regulations of the commission; provided, however, that any holder of a category 1 license shall not be issued a category 2 license.
(2) The commission shail issue a category 2 license to: (i) any holder of a license to conduct a live horse racing meeting in accordance with chapter 128 A ; (ii) a running horse racing licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law; or (iii) a greyhound meeting licensee that conducted simulcast wagering as of December 31, 2020 as authorized by law; that meets the requirements of this chapter and the rules and regulations of the commission; provided, however, that any holder of a category 2 license shall not be issued a category 1 license; and provided further, that no more than 1 category 2 license shall be issued to any I person, entity, or affiliate or close associate of such person or entity.
(3) The commission may issue a category 3 license to any entity that offers sports wagering through a mobile application or other digital platform that meets the requirements of this chapter and the rules and regulations of the commission; provided, however, the commission shall issue no more than 7 category 3 licenses that are not connected to a category 1 or category 2 license.
(4) A category 1 or category 2 licensee may enter into agreements related to mobile or digital sports wagering with a category 3 licensee pursuant to the approval of the commission. Nothing in this chapter shall require a category 3 licensee to partner with or have any commercial relationship with a category 1 or 2 licensee.
(c)(1) A qualified gaming entity may submit to the commission a request for a temporary license for the immediate commencement of sports wagering operations. Such request shall include an initial licensing fee of $\$ 1,000,000$ payable to the commission.
(2) Upon receiving a request for a temporary license, the executive director of the commission shall review the request. If the executive director determines that the entity requesting the temporary license is a qualified gaming entity and has paid the sports wagering initial licensing fee pursuant to paragraph (1), the commission shall authorize the qualified gaming entity to conduct sports wagering for a period of 1 year under a temporary license or until a final determination on its operator license application is made.
(3) All sports wagering conducted under authority of a temporary license shall comply with the house rules adopted under section 10 .
(d) Prior to issuing an operator license, the commission shall commence an investigation into the suitability of the applicant. The commission may use information obtained from the applicant pursuant to chapter 23 K , chapter 128 A , chapter 128 C , or information from other jurisdictions where the applicant is authorized to conduct sports wagering. In evaluating the suitability of the applicant, the commission shall consider the overall reputation of the applicant including, but not limited to: (i) the integrity, honesty, good character and reputation of the applicant; (ii) the financial stability, integrity and background of the applicant; (iii) the business practices and the business ability of the applicant to establish and maintain a successful sports wagering operation; (iv) whether the applicant has a history of compliance with gaming or sports wagering licensing requirements in other jurisdictions; (v) whether the applicant, at the time of application, is a defendant in litigation involving its business practices; and (vi) the suitability of all parties in interest to the license, including affiliates and close associates, and the financial resources of the applicant.
(c) The commission may deny an application, if the commission determines during its investigation that an applicant has failed to: (i) establish the applicant's integrity or the integrity of any affiliate, close associate, financial resources or any person required to be qualified by the commission; (ii) demonstrate responsible business practices in any jurisdiction; or (iii) overcome any other reason, as determined by the commission, as to why it would be injurious to the interests of the commonwealth to award the applicant an operator license.
(f) Upon application by a qualified gaming entity that is not denied pursuant to subsection (e) and payment of a $\$ 5,000,000$ licensing fee, the commission shall grant an operator license to a qualified gaming entity that provides the right to conduct sports wagering; provided, that the qualified gaming entity shall meet the requirements for licensure under this chapter and the rules and regulations of the commission. Such license shall be issued for a 5 -year period, and may be renewed for 5 -year periods upon payment of a $\$ 5,000,000$ renewal fee; provided, that the operator shall continue to meet all requirements under this chapter and the rules and regulations of the commission. The commission shall credit any initial licensing fee paid pursuant to paragraph (1) of subsection (c) to a successful applicant for an operator license against the licensing fee due under this subsection.
(g) An operator shall submit to the commission such documentation or information as the commission may require to demonstrate that the operator continues to meet the requirements of this chapter and the rules and regulations of the commission. An operator shall submit required documentation or information no later than 5 years after issuance of its operator license and every 5 years thereafter, or within lesser periods based on circumstances specified by the commission.
(h) No licensec 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.

Section 8. Section 8. (a) All persons employed by an operator to perform duties directly related to the operation of sports wagering in the commonwealth in a supervisory role shall maintain a valid occupational license issued by the commission. The commission shall issue such occupational license to a person who meets the requirements of this section.
(b) An occupational license authorizes the licensee to be employed in the capacity designated by the commission while the license is active. The commission may establish, by rule or regulation, job classifications with different requirements based on the extent to which a particular job impacts, or has the potential to impact, the lawful operation of sports wagering.
(c) An applicant for an occupational license shall submit any required application forms established by the commission and shall pay a nonrefundable application fee of $\$ 100$. An employer may pay an application fee on behalf of an applicant.
(d) Not later than March 1 of the third calendar year following the issuance or renewal of an occupational license, an occupational license holder shall pay a nonrefundable license renewal fee of $\$ 100$ and submit a renewal application on a form established by the commission. An employer may pay the license renewal fee on behalf of the licensed employee.

Section 9. Section 9. (a) The commission may deny a license to any applicant, reprimand any licensee or suspend or revoke a license if the applicant or licensee: (i) has knowingly made a false statement of a material fact to the commission; (ii) has had a license revoked by any governmental authority responsible for regulation of gaming activities; (iii) has been convicted of a felony or other crime involving embezzlement, theft, fraud, perjury, or a gambling-related offense; (iv) has not demonstrated to the satisfaction of the commission financial responsibility sufficient to adequately meet the requirements of the proposed enterprise; (v) has affiliates or
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
teams and player and referee union personnel from wagering on any sporting event of their sport's governing body; provided, however, that the operator shall use lists of such persons that a sports governing body may provide to the commission to determine which persons are excluded from placing wagers under this subsection; and provided further, that the commission may use the list of barred employees from the operator and may work directly with a member team to determine the risk posed by certain employees for obtaining nonpublic confidential information on a sporting event and may remove an employce without knowledge of team strategy or game operations from such a list if the commission determines any such risk is de minimis; (iii) prohibit any individual with access to nonpublic confidential information held by the operator from placing wagers with the operator; (iv) prohibit persons from placing wagers as agents or proxies for others; and (v) maintain the security of wagering data, customer data and other confidential information from unauthorized access and dissemination; provided, however, that nothing in this chapter shall preclude the use of intemet or cloud-based hosting of such data and information or disclosure as required by court order, other law or this chapter; and provided further, that such data and information shall be hosted in the United States.
(b) A sports governing body or players association representing athletes who participate in sporting events of the sports governing body may submit to the commission, in writing, by providing notice in a form and manner as the commission may require, a request to restrict, limit or exclude a certain type, form or category of sports wagering with respect to sporting events of the sports governing body, if the sports governing body or players association believes that such type, form or category of sports wagering with respect to sporting events of the sports governing body: (i) is contrary to public policy; (ii) unfair to consumers; (iii) may undermine the perceived integrity of the sports governing body, sporting events of the sports governing body or the
athletes participating therein; or (iv) affects the integrity of the sports governing body or sporting events of the sports governing body or the athletes participating therein.

The commission shall request comment from operators on all such requests. After giving due consideration to all comments received, the commission shall, upon a demonstration of good cause from the requestor, grant the request. The commission shall respond to a request concerning a particular event before the start of the event or, if it is not feasible to respond before the start of the event, not later than 7 days after the request is made; provided, however, that if the commission determines that the requestor is more likely than not to prevail in successfully demonstrating good cause for its request, the commission may provisionally grant the request until the commission makes a final determination as to whether the requestor has demonstrated good cause. Absent a provisional grant by the commission, an operator may continue to offer sports wagering on sporting events that are the subject of a request during the pendency of the consideration of the applicable request.
(c) The commission shall designate a state law enforcement entity to have primary responsibility for conducting, or assisting the commission in conducting, investigations into abnormal betting activity, match fixing and other conduct that corrupts a betting outcome of a sporting event for purposes of financial gain.
(d) The commission and operators shall use commercially reasonable efforts to cooperate with investigations conducted by sports governing bodies or law enforcement agencies, including, but not limited to, using commercially reasonable efforts to provide or facilitate the provision of anonymized account-level betting information and audio or video files relating to persons placing wagers. All disclosures under this section are subject to the obligation of an
operator to comply with all federal, state and local laws and regulations, including, but not limited to, laws and regulations relating to privacy and personally identifiable information.
(e) An operator shall immediately report to the commission any information relating to: (i) criminal or disciplinary proceedings commenced against the operator in connection with its operations; (ii) abnormal betting activity or patterns that may indicate a concern with the integrity of a sporting event; (iii) any potential breach of the internal rules and codes of conduct pertaining to sports wagering of a relevant sports governing body; (iv) any other conduct that corrupts a betting outcome of a sporting event for purposes of financial gain, including, but not limited to, match fixing; or (v) suspicious or illegal wagering activities, including, but not limited to: (A) use of funds derived from illegal activity; (B) wagers to conceal or launder funds derived from illegal activity; (C) use of agents to place wagers; and (D) use of false identification. An operator shall immediately report information relating to conduct described in clauses (ii), (iii) and (iv) of this subsection to the relevant sports governing body.
(f) The commission and operators shall maintain the confidentiality of information provided by a sports governing body for purposes of investigating or preventing the conduct described in clauses (ii), (iii) and (iv) of subsection (e), unless disclosure is required by this chapter, the commission, other law or court order or unless the sports governing body consents to disclosure.
(g) With respect to any information provided by an operator to a sports governing body relating to conduct described in clauses (ii), (iii) and (iv) of subsection (c), a sports governing body shail: (i) only use such information for integrity purposes and shall not use the information for any commercial or other purpose; and (ii) maintain the confidentiality of such information,
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
address if applicable; (iv) the outcome of the bet; and (v) records of abnormal betting activity. The commission may request the information in the form and manner as it requires. Nothing in this section shall require an operator to provide any information prohibited by federal, state or local laws or regulations, including, but not limited to, laws and regulations relating to privacy and personally identifiable information.
(j) If a sports governing body has notified the commission and demonstrated a need for access to the information described in subsection (i) for wagers placed on sporting events of the sports governing body for integrity monitoring purposes and demonstrated the capability to use the data for the purpose of effectively monitoring the integrity of sporting events of the sports governing body, an operator shall share, in a commercially reasonable frequency, form and manner, with the sports governing body or its designee the same information the operator is required to maintain pursuant to said subsection (i) with respect to sports wagers on sporting events of the sports governing body. A sports governing body and its designee shall only use information received pursuant to this section for integrity-monitoring purposes and shall not use information received pursuant to this section for any commercial or other purpose. Nothing in this section shall require an operator to provide any information that is prohibited by federal, state or local law or regulation, including, but not limited to, laws and regulations relating to privacy and personally identifiable information.
(k)(1) An operator shall conduct a background check on each newly hired employee. Background checks shall search for criminal history, charges or convictions involving corruption or manipulation of sporting events and association with organized crime.
(2) An operator shall conduct a single background check on any employec 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;
and ( $x$ ) use commercially reasonable efforts to prevent a person under 21 years old from placing a wager.
(b) Sports wagering operators may use any data source for determining:
(1) the results of any and all tier 1 sports wagers on any and all sporting events; and
(2) the results of any and all tier 2 sports wagers on sporting events of an organization that is not headquartered in the United States.
(c) A sports governing body may notify the commission that it desires sports wagering operators to use official league data to settle tier 2 sports wagers on sporting events of such sports governing body. The notification shall be made in the form and manner as the commission may require. Within 5 days of receipt of the notification, the commission shall notify each sports wagering operator of the requirement to use official league data to settle tier 2 sports wagers. If a sports governing body does not notify the commission of its desire to supply official league data, a sports wagering operator may use any data source for determining the results of any and all tier 2 sports wagers on sporting events of the sports governing body.
(d) Within 60 days of the commission notifying a sport wagering operator of the requirement to use official league data to settle tier 2 sports wagers pursuant to subsection (c), or such longer period as may be agreed between the sports governing body and the applicable sports wagering operator, a sports wagering operator shall use only official league data to determine the results of tier 2 sports wagers on sporting events of that sports governing body, unless:
(1) the sports governing body or its designee cannot provide a feed of official league data to determine the results of a particular type of tier 2 sports wager, in which case a sports wagering operator may use any data source for determining the results of the applicable tier 2 sports wager until such time a data feed becomes available from the sports governing body on commercially reasonable terms and conditions; or
(2) a sports wagering operator can demonstrate to the commission that the sports governing body or its designee will not provide a feed of official league data to the sports wagering operator on commercially reasonable terms and conditions.
(e) In evaluating whether official league data is offered on commercially reasonable terms and conditions for purposes of paragraphs (1) and (2) of subsection (d), the commission may consider factors, including, but not limited to:
(1) the availability of official league data to a sports wagering operator from more than i authorized source;
(2) market information, including, but not limited to, price and other terms and conditions regarding the purchase by sports wagering operators of comparable data for the purpose of settling sports wagers in the commonwealth and other jurisdictions;
(3) the nature and quantity of data, including the quality and complexity of the process used for collecting the data; and
(4) the extent to which a sports governing body or its designee has made data used to settle tier 2 wagers available to sports wagering operators and any terms and conditions relating to the use of that data.
(f) Notwithstanding subsection (d) or any provision of this subsection to the contrary, during the pendency of the determination of the commission as to whether a sports governing body or its designee may provide official league data on commercially reasonable terms, a sports wagering operator may use any data source to determine the results of tier 2 sports wagers. The determination shall be made within 120 days of the sports wagering operator notifying the commission that it requests to demonstrate that the sports governing body or its designee will not provide a feed of official league data to the sports wagering operator on commercially reasonable terms.
(g) A sports governing body may enter into commercial agreements with a sports wagering operator or other entity in which such sports governing body may share in the amount wagered or revenues derived from sports wagering on sporting events of the sports governing body. A sports governing body shall not be required to obtain a license or any other approval from the commission to lawfully accept such amounts or revenues.

Section 13. (a) Holders of category 1 and category 2 licenses may accept wagers on sports events and other events authorized pursuant to this chapter in person at authorized facilities.
(b) Holders of an operator license may accept wagers on sports events and other events authorized pursuant to this chapter from individuals physically located within the commonwealth using mobile applications or digital platforms approved by the commission, through the patron's sports wagering account. The branding for each mobile application or digital platform shall be determined by the operator. All bets authorized pursuant to this section must be initiated, received and otherwise made within the commonwealth. Consistent with the intent of the federal

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
sports wagering operator if the operator knowingly or recklessly fails to exclude or eject from its premises any person placed on the list of self-excluded persons. The list of self-excluded persons from sports wagering shall not be open to public inspection.
(3) An operator that operates sports wagering through a mobile application or other digital platform may allow patrons to set self-imposed limitations on sports wagering when the patron joins the mobile application or digital platform.
(f) No employee may place a sports wager at any facility or through any mobile application or digital platform owned or operated by their employer.
(g) Sections 24, 24A and 27 of chapter 10 of the General Laws shall not apply to an operator conducting sports wagering in accordance with this chapter.
(h) Unclaimed winning sports wagers shall be retained by the operator for the person entitled to the wager for I year after the game or event in which the wager was won. If no claim is made for the wager within 1 year, the cash or equivalent cash value of the wager shall be deposited in the Sports Wagering Control Fund established in section 15.

Section 14. (a) An excise is hereby imposed upon sports wagering operators in the commonwealth at the rate of: (i) 15 per cent of the operator's adjusted gross sports wagering receipts from the operation of in-person sports wagering; (ii) 20 per cent of the operator's adjusted gross sports wagering receipts from the operation of sports wagering through mobile applications and other digital platforms approved by the commission; and (iii) 15 per cent of the adjusted gross fantasy wagering receipts of a person or entity that offers fantasy contests, as defined in section $11 \mathrm{M} 1 / 2$. The accrual method of accounting shall be used for purposes of
calculating the amount of the tax owed by the licensec. 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 $11 \mathrm{M} 1 / 2$ of chapter 12 , during that month;
(iii) the tax amount for which an operator or a person or entity that offers fantasy contests, as defined in said section 1 IM $1 / 2$ of said chapter 12 , is liable; and
(iv) any additional information necessary in the computation and collection of the tax on adjusted gross sports wagering receipts and adjusted gross fantasy wagering receipts required by the commission.
(3) The excise amount shown to be due shall be remitted by electronic funds transfer simultaneously with the filing of the return.
(4) When an operator's adjusted gross sports wagering receipts for a month is a negative number because the winnings paid to wagerers and excise taxes paid pursuant to federal law exceed the operator's total gross receipts from sports wagering, the commission shall allow the operator to carry over the negative amount to returns filed for subsequent months. The negative amount of adjusted gross sports wagering receipts shall not be carried back to an carlier month and taxes previously received by the commission shall not be refunded unless the operator surrenders its license and the operator's last return reported negative adjusted gross sports wagering receipts.
(c) The excise on adjusted gross sports wagering receipts imposed by this section shall be in lieu of all other state and local taxes and fees imposed on the operation of, or the proceeds from operation of, sports wagering.
(d) Annually, not later than July 1, the commission shall publish on its website a report stating the amount in fees, surcharges and civil penalties received from operators and taxes received from operators and from people or entities that offer fantasy contests, as defined in section $11 \mathrm{M} 1 / 2$ of chapter 12 .

Section 15. (a) There shall be established and set up on the books of the commonwealth a separate fund to be known as the Sports Wagering Control Fund. The commission shall be the trustee of the fund and shall expend money to finance the operational activities of the commission pertaining to sports wagering. The fund shall be credited with: (i) any appropriation, bond proceeds or other monies authorized by the general court and speciffeally designated to be credited thereto; (ii) the proceeds of any fees collected pursuant to this section unless otherwise specified; (iii) fees collected pursuant to sections 7 and 8 ; (iv) breaks; and (v) such additional
funds as are subject to the direction and control of the commission. All available money in the fund that is unexpended at the end of each fiscal year shall not revert to the General Fund and shall be available for expenditure in the subsequent fiscal year.
(b) The commission shall establish fees for any investigation into a violation of this chapter or regulation promulgated hereunder by a sports wagering operator to be paid by the sports wagering operator including, but not limited to, billable hours by commission staff involved in the investigation and the costs of services, equipment or other expenses that are incurred by the commission during the investigation.
(c) Any remaining costs of the commission necessary to maintain regulatory control over sports wagering operators that are not covered by: (i) the fees set forth in subsection (b); (ii) any other fees assessed pursuant to this chapter; or (iii) any other designated sources of funding, shall be annually assessed on sports wagering operators pursuant to this chapter in proportion to each operator's share of the commonwealth's total adjusted gross sports wagering receipts. Each operator shall pay the amount assessed against the operator not more than 30 days after the date of the notice of assessment from the commission.
(d) If the fees collected pursuant to subsections (b) and (c) exceed the cost required to maintain regulatory control, the surplus funds shall be credited in proportional shares against each sports wagering operator's next assessment.
(c) The commission shall annually assess and collect a $\$ 1,000,000$ fee in shares to be determined by the commission against each sports wagering operator that is not a category 1 or category 2 gaming licensec, as defined in section 2 of chapter 23 K . The fee collected pursuant to this subsection shall be deposited into the Public Health Trust Fund established in section 58 of
said chapter 23 K and shall be used for the costs of services and public health programs provided for in said section 58 of said chapter 23 K .

Section 16. (a) The commission may assess a civil administrative penalty on an operator who fails to comply with any provision of this chapter, house rules or any regulation or order adopted by the commission; provided, however, that the noncompliance shall have occurred after the commission has given such operator written notice of the noncompliance and the time stated in the notice for coming into compliance has elapsed; provided further, that the commission may assess a penalty without providing written notice if the failure to comply: (i) was part of a pattem of noncompliance and not an isolated instance; (ii) was willful or neglectful and not the result of error; (iii) resulted in a significant breach to the integrity of the operator or the sports wagering laws of the commonwealth; or (iv) consisted of failure to promptly report to the commission any knowledge of evidence or circumstances that would cause a reasonable person to believe that a violation of this chapter has been committed. The civil administrative penalty shall be in addition to any other civil penalty that may be prescribed by law.
(b) For the purpose of determining whether such noncompliance was part of a pattern of noncompliance and not an isolated instance, the commission shall consider, but not be limited to; (i) whether the commission had previously notified the operator of such noncompliance on more than 1 occasion during the previous month or of any noncompliance with the same provision of a law, regulation, order, license or approval as the current noncompliance during the previous 6month period; or (ii) whether the current and previous instances of noncompliance, considered together, indicate a potential threat to the integrity of the operator and sports wagering in the commonwealth or an interference with the commission's ability to efficiently and effectively 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 interestbearing 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
bond payable directly to the commonwealth in the amount of 125 per cent of the assessed penalty.

If, after judicial review, in a case where the escrow account requirement has been waived, and in cases where a bond has been posted in lieu of such requirement, the court affirms, in whole or in part, the assessment of a civil administrative penalty, the commission shall be paid the amount thereof together with interest at the rate provided in section 6 C of chapter 231. If, after judicial review in a case where an interest-bearing escrow account has been established, the court affirms the assessment of such penalty, in whole or in part, the commission shall be paid the amount thereof together with the accumulated interest in the interest-bearing escrow account. If the court sets aside the assessment of a civil administrative penalty in a case where the amount of such penalty has been deposited in an interest-bearing escrow account, the operator on whom the civil administrative penalty was assessed shall be repaid the amount so set aside, together with the accumulated interest thercon.
(h) Each operator who fails to timely pay a civil administrative penalty and each operator who issues a bond under this section and fails to timely pay to the commission the amount required for the bond, shall be liable to the commonwealth for up to 3 times the amount of the civil administrative penalty, together with costs, plus interest accrued from the time the civil administrative penalty became final and attorneys’ fees, including all costs and attorneys fees incurred directly in the collection of the penalty. The rate of interest shall be the rate provided in section 6 C of chapter 231 . The commission may require that the amount of a civil administrative 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 revenucs 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 23 K ;
(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 23 K .

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.
(d) Annually, not later than October 1, the secretary of housing and economic development shall provide a report of the grants given and a breakdown of expenditures made by the fund. The report shall be posted on the website of the executive office of housing and economic development.

Section 18. There shall be established and set up on the books of the commonwealth a fund to be known as the Youth Development and Achievement Fund. The fund shall be credited any monies transferred from the Sports Wagering Fund pursuant to section 16 and all monies credited to or transferred to the fund from any other fund or source. Expenditures from the fund shall be subject to appropriation and shall be expended equally for the following purposes:
(1) For the purposes of providing financial assistance to students from the commonwealth enrolled in and pursuing a program of higher education in any approved public or independent college, university, school of nursing or any other approved institution furnishing a program of higher education;
(2) For the purposes of funding after-school and out-of-school activities, including, but not limited to, youth athletics and other activities that improve student health, literacy programs, English language learning programs, academic tutoring, art, theater and music programs and community service programs; and
(3) For the purposes of providing matching grants to elementary and secondary youth sports, organizations, clubs and other school groups to attend events including, but not limited to, academic events and programs, cultural events and award ceremonies both nationally and internationally.

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 shail 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
same series of events. Such penalty shall be imposed on all persons and is not limited to persons licensed under this chapter.
(b) The commission may condition, suspend, reprimand, assess a fine or revoke an operator license upon a finding that a licensee: (i) has committed a criminal or civil offense under this chapter or under any other laws of the commonwealth; (ii) is not in compliance with sports wagering regulations; (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 licensee continues to conduct business or employ; (vi) is no longer capable of maintaining operations as a sports wagering operator or data supplier; or (vii) whose business practice, upon a determination by the commission, is injurious to the policy objectives of this chapter.

Section 21. (a) Whoever, other than an operator under this chapter, engages in accepting, facilitating or operating a sports wagering operation shall be punished by imprisonment in the house of correction for not more than 90 days or by a fine not to excced $\$ 10,000$, or both; and for a second offense, by imprisonment in the house of correction for not more than 6 months or by a fine of not more than $\$ 50,000$, or both; and in the case of a third or subsequent violation by imprisonment in the state prison for not less than 1 but not more than 5 years or by a fine of not less than $\$ 25,000$ and not more than $\$ 100,000$, or both.

Section 22. An operator shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate against an employee because of any lawful act done by the employee to provide information, cause information to be provided or otherwise assist in an investigation
regarding any conduct that the employee reasonably believes constitutes a violation of this chapter.

Section 23. (a) The commission shall develop an annual research agenda in order to understand the social and economic effects of sports wagering in the commonwealth and to obtain scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of sports wagering. The secretary of health and human services, with the advice and consent of the commission, may expend funds from the Public Health Trust Fund established in section 58 of chapter 23 K to implement the objectives of the sports wagering research agenda; provided, however, that the objectives of the sports wagering research agenda shall, to the extent practicable, be substantially similar to the objectives of the research agenda established under section 71 of said chapter 23 K . The sports wagering research agenda shall also include, but not be limited to: (i) an assessment of whether problem sports wagering is comorbid with problem gambling; (ii) an assessment as to whether the individuals participating in sports wagering are different than those who participate in other forms of gaming or gambling; (iii) an assessment of the impact of sports wagering on youth under the age of 25 ; (iv) an assessment of the impacts of sports wagering on college athletics and professional sports; and (v) the costs of implementing this chapter.
(b) Annually, the commission shall make scientifically-based recommendations that reflect the results of the research under clause (a) to the clerks of the senate and house of representatives, the senate and house committees on ways and means, the joint committee on economic development and emerging technologies, the joint committee on mental health, substance use and recovery and the joint committee on public health. The commission shall consider any such recommendations, research and findings in all decisions related to enhancing
responsible gambling and mitigating problem sports wagering. The recommendations shall be posted on the commission's website.

SECTION 6. Chapter 128C of the General Laws is hereby amended by inserting the following new section:-

Section 9. Notwithstanding sections 1 to 8, inclusive, or any other general or special law to the contrary, no racing meeting licensee, including licensees holding racing meetings in connection with a state or county fair as defined in section I of chapter 128A, shall simulcast or accept a wager on greyhound dog racing, and a running horse racing mecting licensec shall conduct not less than 20 live racing days at a thoroughbred horse racing track, provided, the commission may waive this requirement as necessary and appropriate to ensure the financial ability of the licensee to develop and operate a race track.

SECTION 7. Section 1 of chapter 137 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the figure " 23 K ", in line 3 , the following words:- or sports wagering conducted pursuant to chapter 23 N .

SECTION 8. Section 2 of said chapter 137, as so appearing, is hereby amended by inserting after the figure " 23 K ", in line 3 , the following words:- or an operator who offers sports wagering pursuant to chapter 23 N .

SECTION 9. Section 3 of said chapter 137, as so appearing, is hereby amended by inserting after the figure " 23 K ", in line 7 , the following words:- or sports wagering conducted pursuant to chapter 23 N .

SECTION 10. Section 1 of chapter 271 of the General Laws, as so appearing, is hereby amended by striking out, in line 4 , the words "chapter 23 K " and inserting in place thereof the following words:- chapters 23 K and 23 N .

SECTION 11. Section 2 of said chapter 271, as so appearing, is hereby amended by striking out, in line 4 , the words "chapter 23 K " and inserting in place thereof the following words:- chapters 23 K and 23 N .

SECTION 12. Section 3 of said chapter 271 , as so appearing, is hereby amended by striking out, in line 1, the words "chapter 23K" and inserting in place thereof the following words:- chapters 23 K and 23 N .

SECTION 13. Section 5 of said chapter 271 , as so appearing, is hereby amended by striking out, in line 1 , the words "chapter 23 K " and inserting in place thereof the following words:- chapters 23 K and 23 N .

SECTION 14. Section 5 A of said chapter 271 , as so appearing, is further amended by inserting after the words "chapter 23 K ", in line 32 , the following words:- or sports wagering conducted pursuant to chapter 23 N .

SECTION 15. Section 5B of said chapter 271, as so appearing, is hereby amended by striking out, in line 58 , the words "chapter 23 K " and inserting in place thereof the following words:- chapters 23 K and 23 N .

SECTION 16. Section 8 of said chapter 271 , as so appearing, is hereby amended by striking out, in lines 10 to 11 , the words "other game of chance that is not being conducted in a gaming establishment licensed under chapter 23 K " and inserting in place thereof the following
words:- other game that is not being conducted pursuant to chapter 23 K and any other sports wagering that is not being conducted pursuant to chapter 23 N .

SECTION 17. Section 17 of said chapter 271 , as so appearing, is hereby amended by inserting after the words "chapter 23 K ", in line 27 , the following words:- or for the purpose of sports wagering conducted in accordance with chapter 23 N .

SECTION 18. Said chapter 271, as so appearing, is hereby further amended by striking out section 17A and inserting in place thereof the following section:-

Section 17A. Except as permitted under chapter 23 N , whoever uses a telephone, internet or other communications technology or, being the occupant in control of premises where a telephone, internet or other communications teclanology is located or a subscriber for such communications technology, knowingly permits another to use a telephone, internet or other communications technology so located or for which such person subscribes, as the case may be, for the purpose of accepting wagers or bets, or buying or selling of pools, or for placing all or any portion of a wager with another, upon the result of a trial or contest of skill, speed or endurance of man, beast, bird or machine, or upon the result of an athletic game or contest, or upon the lottery called the numbers game, or for the purpose of reporting the same to a headquarters or booking office, or who under another name or otherwise falsely or fictitiously procures telephone, internet or other communications technology service for oneself or another for such purposes, shall be punished by a fine of not more than $\$ 2,000$ or by imprisonment for not more than 1 year; provided, however, that this section shall not apply to use of telephones or other devices or means to place wagers authorized pursuant to the provisions of section 5 C of chapter 128A.

SECTION 19. Section 19 of said chapter 271, as so appearing, is hereby amended by inserting after the words "chapter 23 K ", in line 19 , the following words:- and shall not apply to advertising of sports wagering conducted pursuant to chapter 23 N .

SECTION 20. Section 20 of said chapter 271, as so appearing, is hereby amended by adding the following sentence:- Nothing in this section shall prohibit an operator licensed under chapter 23 N from posting, advertising or displaying materials relevant to its sports wagering operations.

SECTION 21. Section 23 of said chapter 271, as so appearing, is hereby amended by inserting after the words "chapter 23 K ", in line 31 , the following words:- and shall not apply to sports wagering conducted pursuant to chapter 23 N .

SECTION 22. Section 27 of said chapter 271, as so appearing, is hereby amended by inserting after the word "thereto", in line 15, the following words:- ; provided, however, that such provisions shall not apply to sports wagering conducting pursuant to chapter 23 N .

SECTION 23. Section 28 of said chapter 271, as so appearing, is hereby amended by inserting after the word "prescribed", in line 12, the following words:- ; provided, however, that such provisions shall not apply to sports wagering conducted pursuant to chapter 23 N .

SECTION 24. Section 42 of said chapter 271, as so appearing, is hereby amended by inserting after the word "both", in line 4, the following words:- ; provided, however, that such provisions shall not apply to sports wagering conducted pursuant to chapter 23 N .

SECTION 25. The Massachusetts gaming commission shall conduct a study on the 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
Office of the City Clerk
95 Pleasant Street, Room 121
Gardner, MA 01440
*Tel. 978-630-4058 *Fax: 978-630-2589

## CITY OF GARDNER NOTICE OF JOINT PUBLIC HEARING

Pursuant to G.L. 40A, § 5, notice is hereby given that the City Council and Planning Board will conduct a Joint Public Hearing on Monday, March 20, 2023 at 6:30 P.M. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, to consider amending Chapter 675, the Zoning Code of the City of Gardner. The proposed Amendment involves changing items:

- 10891 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 Thereof, entitled "Zoning," to Change the Classification of Certain Parcels of Land Along Route 140.
- 10892 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to add "Sports Betting" to the Zoning Table of Uses.
- 10893 - An Ordinance to Amend the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to Amend Section 1070 thereof, entitled, "Marijuana Establishments" to increase the quota allowed by the Code of the City of Gardner

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage -www.gardner-ma.gov.

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


Titi Siriphan
City Clerk

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 3,2023

Hon. Elizabeth J. Kazinskas, Council President<br>And City Councilors<br>Gardner City Hall, Rm 121<br>95 Pleasant St<br>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.


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 <br> 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, turglar 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,


Chief of Police


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) 6304007
rjean@gardner-ma.gov

## Mission Statement

To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances

## Mayor

| From: | John Richard |
| :--- | :--- |
| Sent: | Wednesday, February 1, $202311: 14$ AM |
| To: | Mayor |
| Subject: | Marijuana Fees History |

Hi Mike

Here you go.

| Description | 2023 Actual | 2022 Actual | 2021 Actual | 2020 Actual | 2019 Actual |
| :--- | :--- | :--- | :--- | :--- | :--- |
| MARIJUANA HCA FEES | $\$ 26,367.11$ | $\$ 124,076.56$ | $\$ 132,015.11$ | $\$ 118,394.64$ | $\$ 47,072.12$ |
| MARIJUANA SALES EXCISE TAX | $\$ 104,773.64$ | $\$ 237,668.25$ | $\$ 306,969.74$ | $\$ 383,850.54$ | $\$ 50,330.46$ |
| TOTAL | $\$ 131,140.75$ | $\$ 361,744.81$ | $\$ 438,984.85$ | $\$ 502,245.18$ | $\$ 97,402.58$ |

John Richard
City Auditor


95 Pleasant Street, Room 114
Gardner, MA 01440-2630
978-632-1900 ext 8020

## Mayor

| From: | 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

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## 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 §675410 (Schedule of permitted uses) and this § 675-1070 (Marijuana establishments).
(2) Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of Class 1 Controlled Substances.
(3) If any provision of this section or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this end the provisions of this section are severable.
C. General requirements and conditions for all marijuana establishments.
(1) All marijuana establishments shall be contained within a building or structure.
(2) The hours of operation of marijuana establishments shall be set by the special permit granting authority.
(3) No marijuana establishment property line shall be located within 500 linear feet of a lot line where the following districts, activity, or uses occur:
(a) (Reserved) ${ }^{[1]}$
[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. $94 \mathrm{G}, \S 3(\mathrm{a})(2)(\mathrm{i})$ 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 shali 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, $\S 11$.
(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 $\S$ 675-1070.
E. Abandonment or discontinuance of use.
(1) A special permit shall lapse if not exercised within one year of issuance.
(2) A marijuana establishment shall be required to remove all personal property, including but not limited to all material, plants, equipment, accessories, paraphernalia, and any other property no later than the earliest of:
(a) Prior to surrendering its state-issued licenses or permits; or
(b) Within six months of ceasing operations.

## City of Gardner - Executive Department

## Mayor Michael J. Nicholson

February 2, 2023
Hon. Elizabeth J. Kazinskas, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant St
Gardner, MA 01440
RE: Ordinance Proposal- Council on Aging

Dear Madam President and Councilors,
The Council on Aging has recently requested that the section of the City Code governing their membership - Chapter 13 - be amended to remove references to the Golden Agers Club and the
AARP chapter.

Back when the Council on Aging was established, these groups were still working to grow their services through the Senior Center. However, they are now housed and operated out of the Senior Center and almost all members of the current Council on Aging are members of both groups.

With that, the attached ordinance proposal is being presented to reflect these changes so that all seven members are appointed by the Mayor and confirmed by the City Council.

Respectfuily Submitted,


Mayor, City of Gardner

## AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 2 OF CHAPTER 13, ENTITLED "COUNCIL ON AGING - MEMBERSHIP; TERM OF OFFICE"

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

SECTION 1: Section 2 of Chapter 13 of the Code of the City of Gardner, entitled "Membership; Terms of Office," be stricken in its entirety and replaced with the following:

The Council on Aging shall consist of seven members, appointed by the mayor, subject to confirmation by the City Council. The Mayor shall appoint individuals to serve for a term of three years. Upon the expiration of the term of office of each member, a successor shall be appointed for a term of three years, or until a successor is duly appointed and qualified. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Before entering upon the discharge of their duties, members shall be sworn to the faithful discharge thereof.

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

## Chapter 13. Aging, Council on

[HISTORY: Adopted by the City Council of the City of Gardner 6-5-1961 by Ord. No. 237; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

## GENERAL REFERENCES

Senior Citizens' Director - See Ch. 160, Art. V.

## § 13-1. Council established.

A Council on Aging is hereby established.

## § 13-2. Membership; terms of office.

The Council on Aging shall consist of seven members, five of whom shall be appointed by the Mayor, subject to confirmation by the City Council. Upon establishment, the Mayor shall immediately appoint one person to serve for one year, two to serve for two years, and two to serve for three years and thereafter appoint their successors for terms of three years. Upon the expiration of the term of office of each member, a successor shall be appointed for a term of three years or until a successor is duly appointed and qualified. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. The Presidents of the Gardner Chapter of the American Association of Retired Persons and the Gardner Golden Age Club shall serve as ex officio members with full voting privileges. Before entering upon the discharge of their duties, members shall be sworn to the faithful discharge thereof.

## § 13-3. Duties.

The Council on Aging shall have the duty and obligation of carrying out programs designed to meet the problems of the aging in coordination with the programs of the Massachusetts Council on Aging.

## § 13-4. Private nature of certain information.

The names, addresses, telephone numbers, or other identifying information about elderly persons in the possession of the Council shall not be public records, but the use of these records shall comply with MGL c. 19 A , $\S \S 14$ to 24 , inclusive, as a condition of receiving a government contract, program grant or other benefit, or as otherwise required by law.

Select Language $\nabla$

City of Gerdner, MA
Wednesday, February 1, 2023

## Chapter 13. Aging, Council on

[HISTORY: Adopted by the City Council of the City of Gardner 6-5-1961 by Ord. No. 237; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

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## CITY OF GARDNER

MASSACHUSETTS 01440

## COUNCIL ON AGING

Charles P. McKean Building 294 Pleasant Street



T: (978) 630-4067
F: (978) 632-5965
February 2, 2023
Mayor Michael Nicholson
City Council President Elizabeth Kazinskas
Gardner City Hall
95 Pleasant Street
Gardner, Massachusetts 01440
Dear Mayor Nicholson and President Kazinskas,
The Gardner Council on Aging is asking for your support of the proposed ordinance amendment to the Code of the City of Gardner, Section 2 of Chapter 13, entitled "Council on Aging - Membership; Term of Office." This Golden Age Club seated on the Council on Aging Board, would provide for expanded opportunities for more the board before their term expires.

The Gardner Council on Aging, AARP Chapter 3237, and the Golden Age Club of Gardner, like so many organizations in our community and our world, have changed their models of leadership and engagement. other, we have seen a tremendous incraphics and the manner in which our respective groups interact with each groups at all levels and between organizations, To level of participation by and of the members of these appointed and associate members are involved and and for the last several years, the vast majority of ,
unnecessary to ensure input and involific seats for AARP and the Golden Age Club has therefore become of these groups is symbiotic and naturally attracts the support serving different missions, much of the work those of the other. We continue to work to improve this already and involvement of their respective members in sure of our ability to represent the values and goals of each gilead harmonious and symbiotic relations and stand on Aging long after this section of the City Code is changed.

As always, I welcome your input, questions and concerns, and invite you to contact me should you ant or need to discuss this proposed change further. I thank you in advance for your consideration of this request.


Ronald G. Darmetka
Chair, Gardner Council on Aging

## 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 22, entitled "Assessing Department"

Dear Madam President and Councilors,
As part of the review of our City's ordinances, the Board of Assessors has requested that the attached amendment proposal be put forward to bring the existing operations of the Department in line with current departmental operations.

When the original ordinance for this department was adopted in 1957, the position of the full time City Assessor was not a department head level position like it currently exists.

This proposal would make that clearer in the language of the ordinance.

Respectfully Submitted,


Michael J. Nicholson
Mayor, City of Gardner

## AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 22, ENTITLED "ASSESSING DEPARTMENT"

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

SECTION 1: That subsection A of Section 2 of Chapter 22 of the Code of the City of Gardner, entitled "Board of Assessors," be stricken in its entirety and replaced by the following:
A. The Mayor shall appoint a City Assessor who will also serve on the Board of Assessors and two additional members of the Board of Assessors, each for a term of three years, subject to confirmation by the City Council. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.

SECTION 2: That subsection D of Section 2 of Chapter 22 of the Code of the City of Gardner, entitled "Board of Assessors," be stricken in its entirety and replaced by the following:
D. The City Assessor shall serve full time as an Assessor, while the other two members shall be part-time Assessors.

SECTION 3: This ordinance shall take effect upon passage and publication as required by law.

## Chapter 22. Assessing Department

[HISTORY: Adopted by the City of Gardner at the City election (initiative petition) 11-5-1957 by Ord. No. 186; amended in its entirety 11-18-2013 by Ord. No. 1563. Subsequent amendments noted where applicable.]

## § 22-1. Department established.

An Assessing Department in the City of Gardner is hereby established under the charge of a board of three Assessors.

## § 22-2. Board of Assessors.

A. The Mayor shall immediately appoint one person to serve until the expiration of one year, one to serve until the expiration of two years, and one to serve until the expiration of three years, and thereafter annually shall appoint members to serve for the term of three years following the expiration of the terms as hereinbefore outlined. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.
B. Each year at its first meeting the Board shall organize and elect a Chairperson.
C. The Assessors shall perform, or cause to be performed, all the duties required of assessors under the General Laws of the Commonwealth of Massachusetts and shall be subject to said General Laws, as well as to the Charter and ordinances of the City of Gardner.
D. One of the members of the Board of Assessors shall serve full time as an Assessor, while the other two members shall be part-time Assessors.
E. The Board shall meet with any person filing an application for abatement or his attorney upon request for such a meeting.

## § 22-3. Compensation.

The salary of the Assessors and other employees of the Assessing Department shall be established in the ordinances designating salaries and wages for the City employees. ${ }^{[1]}$
[1] Editor's Note: See Ch. 171, Personnel, Arts. XV and XVI.

## CITY OF GARDNER

95 Pleasant Street

## Office of the Board of Assessors

 Room 223February 3, 2023


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

Re: City Code, Chapter 22 - Assessing Department

Mayor Nicholson:
I have reviewed the changes to the City Code, Chapter 22, pertaining to the Assessing Department and am in full support of them to help the operations of my office.

All the best,

## Christine Kumar

Christine Kumar, MAA
City Assessor


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[^9]:    ${ }^{1}$ Current appointees include nonprofit leaders, physicians, professors, and public officials from Amherst, Boston, Brockton, Falmouth, Framingham, Lynn, New Bedford, Pittsfield, Springfield, and Worcester. The advisory council holds public meetings every quarter about priorities for addressing the opioid epidemic in Massachusetts.

[^10]:    ${ }^{2}$ In this document, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity. References to persons with opioid use disorder are intended in a broad practical manner to address the public health crisis, rather than to require a clinical diagnosis, and they include, for example, persons who have suffered an opioid overdose. It is also understood that OUD is often accompanied by co-occurring substance use disorder or mental health conditions, and it is intended that the strategies in this document will support persons with OUD and any co-occurring SUD and mental health conditions.

[^11]:    ${ }^{3}$ Safe Stations currently operate in Fall River and Revere. See, e.g., https://www.mma.org/fall-river-fire-stations-become-safe-stations-for-people-seeking-addiction-treatmentu.
    ${ }^{4}$ Municipalities can purchase discounted naloxone kits from the State Office of Pharmacy Services. See https://www.mass.gov/service-details/bulk-purchasing-of-naloxone.

[^12]:    ${ }^{5}$ See https://paariusa.org

[^13]:    ${ }^{6}$ EOHHS retains the right to modify this reporting threshold.
    ${ }^{7}$ Nothing in this document reduces obligations under public records law.

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[^16]:    ${ }^{1}$ FAR stands for Floor Area Ratio, i.e. the relationship of building floor area to lot area.

[^17]:    ${ }^{2}$ To create a residential component, Gardner's Smart Growth Planned Unit Development (SGPUD) allows up to $50 \%$ of a tract to consist of residential uses.

