



City of Gardner, Massachusetts
Office of the City Council

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CALENDAR FOR THE MEETING

of

MONDAY, MAY 20, 2024  
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)**

- March 4, 2024, Regular Meeting

**VII. PUBLIC HEARINGS**

**11278** – A Petition by National Grid, Parker Street – to install duct bank across Parker Street from 29 Parker Street to 2 Parker Street. (*In the City Council and Referred to the Public Service Committee 5/6/2024; Public Hearing 5/20/2024*)

**VIII. COMMUNICATIONS FROM THE MAYOR**

**COMMUNICATIONS**

**11282** – A Communication from the Mayor Regarding Item #11232, A Resolution Relating to the Future of Helen Mae Sauter School and Item #11279: A Resolution Relating to the Future of Stone Field (*Finance Committee*)

**11283** – A Measure Authorizing an Intermunicipal Agreement between the City of Gardner and the Town of Princeton for Veterans Services FY2025 to FY2027(*Finance Committee*)

**11284** – A Measure Authorizing an Intermunicipal Agreement between the City of Gardner and the Town of Ashburnham for Animal Control Services FY2025 to FY2027 (*Finance Committee*)

**11290** – A Communication from the Mayor regarding the Collective Bargaining Agreement between the City of Gardner and the Massachusetts Coalition of Police (MassCOP), Local 400 – Superior Officers Union (*Finance Committee*)

### **ORDERS**

**11285** – An Order Appropriating \$5,000.00 from Free Cash to the Council on Aging Repairs & Maintenance Expense Account (*Finance Committee*)

**11286** – An Order Appropriating \$30,000.00 from Free Cash to the Mayor’s Unclassified – S. Graves vs City Lawsuit Expense Account (*Finance Committee*)

### **ORDINANCES**

**11287** – An Order to Amend the Code of the City of Gardner, Chapter 171, thereof entitled “Personnel” to change the compensation schedule, Exhibit E Non-Union Personnel (*Finance Committee*)

**11289** – An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled “Administrative Legislation.” (*Finance Committee*)

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

**11291** – An Open Meeting Law Complaint Filed by Paul DeMeo Regarding Executive Session Meetings

## **X. REPORTS OF STANDING COMMITTEES**

### **FINANCE COMMITTEE**

**11256** – A Resolution to Rename the City Council Chamber "The Ronald F. Cormier Council Chamber." (*Submitted by Councillor Judy Mack; More Time 4/16/2024; Referred to Finance 5/6/2024*)

**11272** – A Measure Establishing a Special Purpose Schools Reserve Stabilization Fund Under MGL Chapter 40, Section 5B. (*In the City Council and Referred to Finance Committee, 5/6/2024*)

**11273** – A Measure to Establish a Special Purpose Capital Projects Reserve Stabilization Account Under MGL Chapter 40, Section 5B. (*In the City Council and Referred to Finance Committee, 5/6/2024*)

- 11270** – An Order Transferring \$10,000.00 from City Clerk Department Salaries and Wages to Election and Registration Professional Services Operating Expenditures. *(In the City Council and Referred to Finance Committee, 5/6/2024)*
- 11271** – An Order Transferring \$16,200.00 from Human Resources Salaries & Wages to Operating Expenditures. *(In the City Council and Referred to Finance Committee, 5/6/2024)*
- 11277** – An Order Transferring \$30,000.00 from Mayor Department, Executive Aide Salaries to Mayor Unclassified Department, Operating Expenditure. *(In the City Council and Referred to Finance Committee, 5/6/2024)*
- 11281** – An Order Transferring \$9,500.00 from Health Department Salaries & Wages to Health Department Operating Expenditures. *(In the City Council and Referred to Finance Committee, 5/6/2024)*
- 11275** – An Ordinance to Amend the Code of the City of Gardner, Chapter 560 thereof entitled “Solid Waste,” to Change the Fee for Solid Waste Collection. *(In the City Council and Referred to Finance Committee, 5/6/2024)*

**APPOINTMENTS COMMITTEE**

- 11139** – A Measure Confirming the Mayor’s Appointment of Robert Bettez, to the position of Planning Board Member, for term expiring January 4, 2027. *(In the City Council and Referred to the Appointments Committee 1/16/2024)*
- 11140** – A Measure Confirming the Mayor’s Appointment of Robert Swartz, to the position of Planning Board Member, for term expiring January 4, 2027. *(In the City Council and Referred to the Appointments Committee 1/16/2024)*
- 11141** – A Measure Confirming the Mayor’s Appointment of Stephen Cormier, to the position of Planning Board Member, for term expiring January 4, 2027. *(In the City Council and Referred to the Appointments Committee 1/16/2024)*
- 11255** - A Measure Confirming the Mayor’s Appointment of Vincent Pusateri, to the position of Assistant City Solicitor, for term expiring January 1, 2025. *(In the City Council and Referred to the Appointments Committee 4/16/2024)*

## **SAFETY COMMITTEE**

- 11086** – An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled “Vehicles and Traffic”, Section 24, Entitled “Parking Prohibited on Certain Streets” – Comee Street. *(In the City Council and Referred to the Public Safety Committee 11/6/2023; More Time 11/20/2023, 12/4/2023, 12/18/2023, 1/2/2024, 1/16/2024, 2/5/2024, 2/20/2024, 3/4/2024, 3/18/2024, 4/1/2024, 4/16/2024; Ordered to 1st printing 5/6/2024, 1st printing on 5/10/2024)*
- 11115** – An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled “Vehicles and Traffic”, Section 24, Entitled “Parking Prohibited on Certain Streets.” – Douglas Road. *(In the City Council & Referred to Safety Committee 12/18/2023; More Time 1/2/2024, 1/16/2024, 2/5/2024, 2/20/2024, 3/4/2024, 3/18/2024, 4/1/2024,4/16/2024, 5/6/2024)*
- 11204** – An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled “Vehicles and Traffic”, Section 24, Entitled “Parking Prohibited on Certain Streets” – Edgell Street, from Elm Street to Lawrence Street. *(More Time 3/18/2024, 4/1/2024,4/16/2024, 5/6/2024)*

## **WELFARE COMMITTEE**

- 11211** – An Ordinance to Amend the Code of the City of Gardner, to add a new Chapter 15 to be entitled “Agricultural Commission.” *(In the City Council and Referred to Welfare Committee 3/18/2024; More Time 4/1/2024, 4/16/2024, 5/6/2024)*
- 11276** – An Ordinance to Amend Section 4 of Chapter 182 of the Code of the City of Gardner, thereof entitled “Zoning Board of Appeals,” to increase the number of members from 3 to 5. *(In the City Council and Referred to Welfare Committee 5/6/2024)*

## **SERVICE COMMITTEE**

- 11278** – A Petition by National Grid, Parker Street – to install duct bank across Parker Street from 29 Parker Street to 2 Parker Street. *(In the City Council and Referred to Service Committee 5/6/2024; Public Hearing 5/20/2024)*

## **COMMITTEE OF THE WHOLE**

- 11260** – A Notification from the Mayor regarding the Submission of the FY2025 School Department Budget. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*



- 11261** – A Measure Authorizing FY2025 Revolving Funds for the City Pursuant to Massachusetts General Laws, Chapter 44, Section 53E ½. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11262** – An Order to Raise and Appropriate the sum of \$13,665,414.45 for the Various Departments of the City for the Salary and Labor Budget for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11263** – An Order to Raise and Appropriate the sum of \$27,036,114.27 for the Various Departments of the City for the Expense Budget for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11264** – An Order Appropriating the Sum of \$34,212,226.00 for the School Department Budget for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11265** – An Order Appropriating the Sum of \$201,162.73 from Available Funds- Cable Commission Fees Reserved to Cable Commission Budget for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11266** – An Order Appropriating the Sum of \$10,819,080.00 from Available Enterprise Funds – Various Receipts Reserved to Various Enterprise Accounts for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11267** – An Order Appropriating the Sum of \$170,000.00 from Available Funds- Bond Proceeds Reserved to Interest-Outside Debt for the Fiscal Year Beginning July 1, 2024, and ending June 30, 2025. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11268** – An Order Authorizing a Transfer of the sum of \$322,709.43 from Sewer Retained Earnings/Surplus to Fund the FY2025 Revenue Budget. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*
- 11269** – An Order Authorizing the Transfer of the sum of \$93,687.00 from Landfill Retained Earnings/Surplus to fund the FY2025 Revenue Budget. *(In the City Council and Referred to the Committee of the Whole 5/6/2024.)*

**XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION**

**XII. NEW BUSINESS**

**XIII. COUNCIL COMMENTS AND REMARKS**

**XIV. CLOSING PRAYER**

**XV. ADJOURNMENT**

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



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**REGULAR MEETING OF MARCH 4, 2024**

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Regular Meeting of the City Council was held in the City Council Chamber, Room 219, City Hall, on Monday evening, March 4, 2024.

**CALL TO ORDER**

Council President Elizabeth 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. Nine (9) Councillors were present including Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern,, Dana Heath, Elizabeth Kazinskas, Judy Mack, David Thibault-Muñoz and George Tyros. Councillor Paul Tassone 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 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.

**Taken out of order - 11198 – A Notice from the City Clerk Relative to a Vacancy in the Position of Councillor at Large.**

A Notice from the City Clerk Relative to a Vacancy in the Position of Councillor at Large, was taken out of order.

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor George Tyros, it was voted viva voce, nine (9) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana

REGULAR MEETING OF MARCH 4, 2024

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Heath, Judy Mack, David Thibault-Muñoz and George Tyros, to fill the vacancy for Councillor at Large.

**CERTIFICATE OF ELECTION**

Councillor Brad E. Heglin  
164 Sherman Street  
Gardner, MA 01440

Dear Councillor Heglin:

At a legal meeting of the inhabitants of the City qualified to vote in elections held in their Wards on Tuesday, the 7th day of November 2023, and per the provisions of the City Charter you were elected Councillor at Large for Two Years beginning the Monday, March 4, 2024. Accordingly, as prescribed by the Charter of the City of Gardner, the Oath of Office for the faithful performance of duties will be administered on MONDAY, the 4TH Day of MARCH, 2024 at 7:30 P.M. in the City Council Chamber.

Very truly yours,  
TITI SIRIPHAN  
City Clerk

A brief recess was taken 7:33 p.m. for the City Clerk to administer the oath of office to Brad E. Heglin. Meeting resumed, 7:35 p.m.

**COMMUNICATIONS FROM THE MAYOR**  
**COMMUNICATIONS****#11202**

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to Place on File, A Communication from the Mayor Regarding City Property Damage as a result of the Wind Storm of 2/28/2024 to 2/29/2024..

REGULAR MEETING OF MARCH 4, 2024

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PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.**#11199**

On a motion made by Councillor George Tyros and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, Paul Tassone, David Thibault-Muñoz and George Tyros to refer *A Petition by National Grid and Verizon New England, Inc., Allen Street – to install 1 Jointly Owned Pole on Allen Street beginning at a point approximately 430 feet west of the centerline of the intersection of Allen Street and Winslow Street. Install 1 Jointly Owned Pole #7 for new house*, to the Public Service Committee for further study and report and schedule a public hearing.

**#11200**

On a motion made by Councillor George Tyros and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to schedule an informal meeting with the Director of Community Development and Planning and receive a report on the status of the City's Community Development Block Grant Program.

**#11201**

On a motion made by Councillor George Tyros and seconded by Councillor Aleksander Dernalowicz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to allow the Council President to respond to *An Open Meeting Law Complaint Filed by Paul DeMeo Regarding Open Meeting Law Discussion with the City Council*.

REPORTS OF STANDING COMMITTEESSAFETY COMMITTEE**#11086**

Councillor Karen Hardern requested MORE TIME on *An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled "Vehicles and Traffic", Section 24, Entitled "Parking Prohibited on Certain Streets" – Comee Street*.

There were no objections, more time was granted.

REGULAR MEETING OF MARCH 4, 2024

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**#11115**

Councillor Karen Hardern requested MORE TIME on *An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled "Vehicles and Traffic", Section 24, Entitled "Parking Prohibited on Certain Streets."* – Douglas Road.

There were no objections, more time was granted.

**REPORTS OF STANDING COMMITTEES****APPOINTMENTS COMMITTEE****#11124**

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 Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Alan Agnelli**, to the position of Historical Commission Member, for term expiring January 8, 2027.

**#11126**

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 Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Tammy Erdman**, to the position of Municipal Grounds Commission Member, for term expiring January 9, 2027.

**#11127**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Thomas Zuppa, to the position of Building Commissioner, for term expiring January 9, 2027.*

There were no objections. More time was granted.

**#11129**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Dane Arnold, to the position of Public Works Director, for term expiring January 4, 2027.*

There were no objections. More time was granted.

REGULAR MEETING OF MARCH 4, 2024

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**#11130**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Michael F. Ellis, to the position of Senior Citizen's Director, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11131**

On a motion made by Councillor Judy Mack and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Lynette R. Gabrila**, to the position of Veteran's Agent/Veterans' Burial Agent, for term expiring January 4, 2025.

**#11134**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Carla J. Wojtukiewicz, to the position of Trustee, Williams-Rockwell Educational Gift Fund, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11135**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Robert Rice, Esq., to the position of Trustee, Williams-Rockwell Educational Gift Fund, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11139**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Robert Bettez, to the position of Planning Board Member, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11140**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Robert Swartz, to the position of Planning Board Member, for term expiring January 4, 2027.*

REGULAR MEETING OF MARCH 4, 2024

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There were no objections. More time was granted.

**#11141**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Stephen Cormier, to the position of Planning Board Member, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11142**

Councillor George Tyros requested for MORE TIME on, *Measure Confirming the Mayor's Appointment of Charles LeBlanc, to the position of Board of Assessors, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11143**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Rick Germano, to the position of Local Inspector, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11144**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of James E. Imprescia, to the position of Plumbing & Gas Inspector, for term expiring January 4, 2027.*

There were no objections. More time was granted.

**#11145**

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Michael Fitzsimmons**, to the position of License Commission Member, for term expiring January 4, 2027.

**#11146**

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier,



REGULAR MEETING OF MARCH 4, 2024

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Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Kenneth Arsenault**, to the position of License Commission Member, for term expiring January 4, 2027.

**#11147**

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Nancy Binder**, to the position of License Commission Member, for term expiring January 4, 2027.

**#11148**

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, nine (9) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Ann Twohig**, to the position of Golf Commission Member, for term expiring January 4, 2027.

Councillor Aleksander Dernalowicz abstained due to a conflict of interest.

**#11150**

Councillor George Tyros requested for MORE TIME on, *A Measure Confirming the Mayor's Appointment of Timothy Horrigan, to the position of Redevelopment Authority, for term expiring January 8, 2027.*

There were no objections. More time was granted.

**#11153**

On a motion made by Councillor Judy Mack and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Susan Avallone, RN**, to the position of Board of Health Member, for term expiring January 8, 2027.

REGULAR MEETING OF MARCH 4, 2024

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**#11154**

On a motion made by Councillor Judy Mack and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Geoffrey Tobia**, to the position of Board of Health Member, for term expiring January 8, 2027.

**#11155**

On a motion made by Councillor Judy Mack and seconded by Councillor George Tyros, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Michele Parker**, to the position of MD, Board of Health Member, for term expiring January 8, 2027.

**#11156**

On a motion made by Councillor George Tyros and seconded by Councillor Dana Heath, it was voted viva voce, nine (9) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Marcelle S. Cormier**, to the position of Board of Registrar Member, for term expiring January 8, 2027.

Councillor Craig Cormier abstained due to a conflict of interest.

**#11157**

On a motion made by Councillor George Tyros and seconded by Councillor Dana Heath, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Patricia Darby**, to the position of Board of Registrar Member, for term expiring January 9, 2027.

**#11158**

On a motion made by Councillor George Tyros and seconded by Councillor David Thibault-Muñoz, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David

REGULAR MEETING OF MARCH 4, 2024

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Thibault-Muñoz and George Tyros, to remove from the calendar, *A Measure Confirming the Mayor's Appointment of Kevin McInerney, to the position of Contributory Retirement Board, for term expiring January 11, 2027.* This item was a notification.

**#11181**

On a motion made by Councillor Dana Heath and seconded by Councillor George Tyros, it was voted viva voce, nine (9) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Paul Cormier**, to the position of Golf Commission Member, for term expiring January 22, 2027.

Councillor Aleksander Dernalowicz abstained due to a conflict of interest.

**#11191**

On a motion made by Councillor George Tyros and seconded by Councillor Dana Heath, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Corinne Smith**, to the position of Conservation Commission Member, for term expiring February 1, 2027.

**#11192**

On a motion made by Councillor George Tyros and seconded by Councillor Dana Heath, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to CONFIRM the Mayor's appointment:

A Measure Confirming the Mayor's Appointment of **Laura Cassady**, to the position of Cultural Council Member, for term expiring February 9, 2027.

**UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION****#11112**

On a motion made by Councillor Dana Heath and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to send to FIRST

REGULAR MEETING OF MARCH 4, 2024

---

PRINTING, *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.*

**#11113**

On a motion made by Councillor Dana Heath and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, seven (7) yeas, President Elizabeth Kazinskas and Councillors Craig Cormier, Aleksander Dernalowicz, Dana Heath, Brad Heglin, David Thibault-Muñoz and George Tyros; three (3) nays, Councillors Calvin Brooks, Karen Hardern, and Judy Mack, to send to FIRST PRINTING – *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 Change the Method to Increase the Quota Allowed by the Code of the City of Gardner.*

This item was defeated. It was later discovered that only a majority of votes were needed to be sent to first printing. This item was sent to first printing.

**#11180**

Councillor Judy Mack requested MORE TIME on *An Order Appropriating \$625,000.00 from Stabilization to DPW Salt Shed.*

There were no objections. More time was granted.

**CLOSING PRAYER**

President Kazinskas led the Council in the Closing Prayer.

**ADJOURNMENT**

On a motion by Councillor Craig Cormier and seconded by Councillor Dana Heath, it was voted viva voce, ten (10) yeas, President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, David Thibault-Muñoz and George Tyros to adjourn at 8:27 p.m.

Accepted by the City Council:



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

May 9, 2024

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

RECEIVED  
2024 MAY -9 PM 4:00  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: A Communication from the Mayor regarding Item #11235: A Resolution relating to the Future of Helen Mae Sauter School and Item #11279: A Resolution Relating to the Future of Stone Field

Dear Madam President and Councilors,

Following the April 4<sup>th</sup>, 2024 vote of the City Council to pass Item #11235, the Administration began working toward a plan relating to the future of Helen Mae Sauter School.

During this review, the Administration hired a surveyor to come up with a plan to subdivide the school from the parcel it currently sits on, as the current parcel includes Helen Mae Sauter School, Stone Field, the Big Chair, and Elm Street School all on one, single, 11.75 acre parcel.



During this review, the surveyor researched the original 1895 deed to the property and found that it stated that "...premises shall be forever used exclusively for school purposes and shall be under the supervision of the School Committee."

After reviewing the deed, the City's Law Department drafted the attached legal opinion, stating that the deed restriction is a valid restriction that the City would be unable to lift, unless we were to conduct a genealogical search for the heirs of the original grantor of the property and have them sign a document to release the restrictions.

This means that the property must remain under the auspices and custodianship of the School Committee for School Purposes.

This would also relate to Stone Field, as it also sits on the same parcel.

I will be sure to keep the City Council informed as further information and study is done in this process, but wanted to be sure to write with this initial update following the recent votes taken by the City Council relating to Helen Mae Sauter School and Stone Field.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Nicholson". The signature is fluid and cursive, with a large initial "M" and "N".

Michael J. Nicholson  
Mayor, City of Gardner



# CITY OF GARDNER LAW DEPARTMENT

John M. Flick  
City Solicitor

~~Ethan Kolodny~~  
Assistant City Solicitor



144 Central Street, Suite 201  
Gardner, MA 01440

Telephone (978) 632-7948  
Fax (978) 630-3703

Writer's Email:

May 3, 2024

## VIA HAND DELIVERY

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

Re: Helen Mae Sauter School

Dear Mr. Mayor:

I am writing to you in your capacity as the Chair of the City of Gardner School Committee. It is my understanding that the School Committee's Facilities Sub Committee voted on June 13, 2023 to declare Helen Mae Sauter School Building, Stone Field, and the Elm Street School Playground as surplus thereby transferring control to the City. Following this vote, the Law Department questioned the validity of the Sub-committee's actions as the land on which these facilities sit is one contiguous parcel of land which is under the control of the School Department.

It has recently been brought to the Law Department's attention, by the City Engineer, that the deed from Arthur Derby, dated August 1, 1898, conveying the land on which these facilities sit contains a deed restriction which further impacts this vote. Attached is a copy of the deed conveying the land in question to the then Town of Gardner School Committee. The restriction in the deed reads as follows:

"Provided however and this deed is made upon the following conditions. First said premises shall be forever used exclusively for school purposes and shall be under the supervision of the School Committee."

As can plainly be seen, the land on which these facilities sit can only be used for school purposes and are to remain under the supervision of the School Committee in perpetuity. Massachusetts General Laws, c. 184, § 30 governs time limitations on deed restrictions. This statute explicitly excludes restrictions in deeds to municipalities requiring that restriction contained in municipal deeds continue in perpetuity. See *135 Wells Ave., LLC v. Hous. Appeals Comm.*, 478 Mass. 346,

359 (2017) (“municipal deed restrictions are explicitly exempt from the provisions of G.L.c. 184, § 30, and are enforceable in perpetuity.”)

Due to the perpetual nature of the deed restriction, it is the Law Department’s opinion that the vote of the School Committee is of no consequence and that the facilities remain under the care and custody of the School Committee. The School Committee should consult with its own legal counsel if it desires to explore means by which the deed restriction may be changed.

Please let me know if you have any additional questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J.M. Flick", written over a horizontal line.

John M. Flick

Enc.



and profits thereof. And for the consideration aforesaid  
I Minnie A. Burns, wife of the said grantor do hereby  
release unto the said Corporation the granted all rights  
of or to both down and homestead and all rights by  
statute in the granted premises.

In witness whereof in the said William O. Burns  
and Minnie A. Burns hereunto set our hands  
and seals this Third day of August in the year  
one thousand eight hundred and ninety eight  
(1898).

Wm O. Burns. (seal)  
Minnie A. Burns. (seal)

Signed, sealed and delivered in presence of  
Fred<sup>d</sup> J. Barnard, } Commonwealth of Mass-  
achusetts, Worcester ss. Au-  
gust 3<sup>d</sup> 1898.

Then personally appeared the above  
named William O. Burns, and acknowledged  
the foregoing instrument to be his free act and  
deed.

Before me, Fred<sup>d</sup> J. Barnard, Justice of the Peace.  
This Aug 3<sup>d</sup> 1898 at 12:35 P.M. in the City of  
Worcester, Mass. By Lizzy A. Barker, Not. Pub.

Derby Arthur P.  
to  
Inhabitants of  
the Town of Gardner  
ms.

Stamp  
6.00  
Cancelled

See Waiver  
of Conditions  
B. 2573, P. 127

Know all men by these presents  
that I Arthur P. Derby of Gardner in the County of  
Worcester, and Commonwealth of Massachusetts,  
in consideration of Six thousand dollars paid  
by the Inhabitants of the Town of Gardner in  
said County, the receipt whereof is hereby acknow-  
ledged do hereby give, grant, bargain, sell, and con-  
vey unto the said Inhabitants of the Town of  
Gardner, a certain tract of land situated in said  
Gardner and bounded and described as follows  
to wit: Beginning at the northwest corner of the  
described premises at the southwest corner of  
land of J. D. Edgell and in the east line of Elm  
St. at an iron pipe in the ground; thence at  
an included angle of 76° 0' 33" with the easterly  
line of Elm St. easterly 393.1 feet by land of J. D. Ed-  
gell to an iron pipe in the ground; thence at  
an included angle of 172° 47' easterly 508.3 feet by  
land of said Edgell and land of G. H. Garland  
and land of Geo. H. Blackwell to an iron pipe in

a rock in the wall; thence at an included angle of  $110^{\circ}36'$  southerly 254.5 feet by land of said Blackwell to an iron pipe in a rock in the wall; thence at an included angle of  $119^{\circ}13'$  southwesterly 250 feet by land of said grantor and said Blackwell to an iron pipe in a rock in the wall; thence at an included angle of  $208^{\circ}2'$  southerly 432.6 feet by land of said grantor and said Blackwell to an iron pipe in a rock in the wall; thence at an included angle of  $109^{\circ}2'$  northerly 100 feet by land of Henry Lawrence to an iron pipe in a rock in the wall; thence at an included angle of  $118^{\circ}30'$  northwesterly 123.4 feet by land of said Lawrence to an iron pipe in a rock in the wall; thence at an included angle of  $174^{\circ}11'$  northwesterly 156.2 feet by land of said Lawrence to an iron pipe in the ground; thence at an included angle of  $278^{\circ}38'$  westerly 169 feet by land of said Lawrence to a mark on a rock under an iron pipe in the wall; thence at an included angle of  $173^{\circ}13'$  westerly 39.9 feet by land of said Lawrence to a mark on a rock under an iron pipe in the wall; thence at an included angle of  $174^{\circ}19'$  westerly 147.9 feet by land of said Lawrence to an iron pipe in the ground in the easterly line of Elm Street; thence at an included angle of  $74^{\circ}$  northerly 394.6 feet to stone monument No. 2 in the easterly line of Elm Street; thence on a curve of a radius of 1166.41 feet left northerly by the easterly line of Elm Street 233.77 feet to stone monument No. 1 in the easterly line of Elm Street; thence on a tangent to said curve northerly 170.15 feet by the easterly line of Elm Street to the place of beginning. Beginning and excepting however as much of the aforesaid tract of land as was conveyed by said grantor to said grantee by deed dated July 15<sup>th</sup> 1897 and recorded with Worcester District Deeds, libes 1550, folio 431, to which deed reference may be had for a more particular description. Provided however.



er and this deed is made upon the following conditions. First. Said premises shall be forever used exclusively for school purposes and shall be under the supervision of the School Committee. Second. The grantee shall appropriate and expend not less than one thousand (\$1,000) dollars annually for five years beginning with the year 1898 for laying out, grading, ornamenting and beautifying said grounds, all of which work shall be in accordance with plans to be furnished by the School Committee and under their direction and supervision.

To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said Inhabitants of the Town of Gardner and their successors and assigns to their use and behoof forever, subject to above conditions. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee and their successors and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and their successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid, I Lucy A. Derby wife of the said Arthur P. Derby do hereby release unto the said grantee and their successors and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof the said Arthur P. Derby and Lucy A. Derby hereunto set our hands and seals this Twenty third day of July in the year one thousand eight hundred and ninety eight.

Signed, sealed and delivered  
in presence of  
Ashton P. Derby,

Arthur P. Derby. (seal)  
Lucy A. Derby. (seal)  
Commonwealth of Mass.

chusetts, Worcester, ss. August 1<sup>st</sup> 1898. Then personally appeared the above named Arthur P. Derby and acknowledged the foregoing instrument to be his free act and deed.

Before me, Thatcher B. Dunn, Justice of the Peace.  
Witness my hand and seal this 1<sup>st</sup> day of August 1898. By Lizzie A. Barker Just. Reg.

Martin Mary & co

to

Mary A. Reardon & co

(Stamp  
\$ 2.00  
Cancelled)

Whereas Mary & Martin wife of Albert F. Martin of Worcester did by mortgage deed dated June 5<sup>th</sup> 1890, and recorded in the Worcester District Registry of Deeds lib 1322 folio 581, convey the premises hereinafter described to Maria & Thayer of said Worcester in the County of Worcester and the Commonwealth of Massachusetts, and whereas in and by said mortgage deed the grantee therein named, her executors administrators or assigns, were authorized and empowered upon any default in the performance or observance of the condition of said mortgage, to sell the said premises with all improvements that might be thereon, at public auction in Worcester, first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas there has been such default, and notice has been published, and a sale has been made as will more particularly appear in and by the affidavit hereto to be subjoined. Now therefore know all men, that I the said Maria & Thayer of Worcester by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power, me hereto enabling and in consideration of the sum of Fifteen hundred and twenty (1520) dollars to me paid by Mary A. Reardon and Johanna Reardon of Worcester, in the County and Commonwealth aforesaid do hereby grant, bargain, sell, and convey unto the said Mary A. Reardon and Johanna Reardon, all and singular, the premises conveyed



City of Gardner · *Executive Department*

Mayor Michael J. Nicholson

May 9, 2024

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

RE: A Measure Authorizing an Intermunicipal Agreement between the City of Gardner and the Town of Princeton for Veterans Services FY2025 to FY2027

Dear Madam President and Councilors,

As you are likely aware, the City's Department of Veterans' Services provides regional veterans services for the Towns of Ashburnham, Westminster, Ashby, and Princeton.

The attached proposal would allow the City to renew the current agreement with the Town of Princeton.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 MAY -9 PM 3:24  
CITY CLERK'S OFFICE  
GARDNER, MA



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

VOTED: To authorize the Mayor to enter into an Intermunicipal Agreement with the Town of Princeton for the purpose of providing Veteran's services among the two communities for the remainder of this fiscal year and through Fiscal Year 2027, under such terms and conditions as the Mayor deems appropriate and in accordance with the provisions of Section 4A of Chapter 40 of the General Laws.

**TOWN OF PRINCETON AND CITY OF GARDNER  
MUNICIPAL AGREEMENT  
VETERAN SERVICES**

This Intermunicipal Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the town of Princeton, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Princeton," and the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner" (collectively referred to as the "Municipalities").

WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for veteran services; and

WHEREAS, the Municipalities have determined that the sharing of the benefits and costs of those services would be beneficial to each Municipality, and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including, but not limited to terms of cooperation and obligations of each Municipality relative to cost of shared human resources, training, facilities, and operating costs; and

WHEREAS, the voters at Princeton Town Meeting authorized the Board of Selectmen and the Gardner City Council authorized the Mayor to enter into this agreement in accordance with the provisions of G.L.c. 40, Section 4A.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. The Princeton Town Administrator and the Gardner Mayor will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Princeton Board of Selectman and Gardner Mayor will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances and regulations that veteran services officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
3. The shared veteran services officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of Princeton and the City of Gardner city ordinances in which veteran services are being provided.

4. Term. The term of this Agreement is for three (3) years from FY2025 to FY2027 commencing on July 1, 2024 and ending on June 30, 2027 unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year. In the event that Princeton fails to pay any invoice to Gardner in a timely manner, or in the event Princeton fails to approve a veteran services budget, as provided for herein and that is subject to appropriation by the Princeton Town Meetings, then Gardner may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Gardner may commence performing its services again.
5. Cost sharing. During the term of this Agreement, Princeton will bear the costs of the Veteran's Service Officer according to the following fee schedules:
  - a. Princeton:
    - i. Fiscal Year 2025: \$7,200.00
    - ii. Fiscal Year 2026: \$7,400.00
    - iii. Fiscal Year 2027: \$7,600.00

with said costs based upon an approved veteran service budget subject to appropriation by Town Meeting and appropriation by the Gardner City Council, which will provide for the complete cost of wages, maintenance of the Veterans' Services Office, employee stipends, and supplies and training. Any modification(s) to this schedule must be agreed to in writing by each of the respective Town Select Boards and Gardner City Council and will take effect in the following fiscal year.

6. Services and Office Community Hours. Veterans' Services to be provided as part of the intermunicipal agreement are outlined in Massachusetts General Law Chapter 115, the by-laws of Princeton, Gardner ordinances, and the job description of the Veteran Services Officer, incorporated herein by reference.

Gardner, as the host municipality, shall provide office space and adequate support during designated office hours. Each municipality will allow the Veteran Services Officer to assist veterans and other eligible persons from each of the participating municipalities in this agreement during designated office hours to facilitate regional service delivery.

7. Dispute Resolution. In the event any disputes or questions arise between the parties as to the interpretation of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in the contract, the parties first agree to try in good faith to settle the dispute through negotiation, then try resorting to other dispute resolution procedures, before proceeding to litigation.



8. Reports. In accordance with M.G.L. c. 40, § 4A, Gardner shall upon request of Princeton, provide Princeton with reports on the services provided to the Town of Princeton residents, inclusive of reports of expenditures and revenues of all accounts related to the services provided in accordance herewith. In addition, Gardner shall annually provide Princeton with financial statements of the department or departments providing services in accordance with this Agreement. Princeton may, at its sole cost and expense, perform an audit of such records as required by law.
9. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Boards of Selectmen and the Gardner Mayor at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivery by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Town Administrator  
 Town of Princeton  
 6 Town Hall Drive  
 Princeton, MA 01541

Mayor  
 City of Gardner  
 95 Pleasant Street  
 Gardner, MA 01440

10. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions above.
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
12. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

In witness thereof, the parties hereto have executed this Agreement as of the first date written above.

**For the City of Gardner**

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Michael J. Nicholson, Mayor

**For Town of Princeton**

---

Sherry Patch, Town Administrator



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

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May 10, 2024

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

RECEIVED  
2024 MAY 10 AM 9:52  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: A Measure Authorizing an Intermunicipal Agreement between the City of Gardner and the Town of Ashburnham for Animal Control Services FY2025 to FY2027

Dear Madam President and Councilors,

As you are likely aware, the City's Police Department offers Animal Control services for the Towns of Westminster, Ashburnham, and Hubbardston.

The attached proposal would allow the City to renew the current agreement with the Town of Ashburnham.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AUTHORIZING AN INTERMUNICIPAL AGREEMENT  
BETWEEN THE CITY OF GARDNER AND  
THE TOWN OF ASHBURNHAM  
FOR ANIMAL CONTROL SERVICES

VOTED: To authorize the Mayor to enter into an Intermunicipal Agreement with the Town of Ashburnham for the purpose of providing Animal Control 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 the General Laws.

TOWN OF ASHBURNHAM AND CITY OF GARDNER  
MUNICIPAL AGREEMENT  
ANIMAL CONTROL SERVICES

This Inter-municipal Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section between the town of Ashburnham, municipal corporations within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Ashburnham" and the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner" (collectively referred to as the "Municipalities").

WITNESSETH

WHEREAS, the Municipalities have determined that they share a need for animal control services; and

WHEREAS, the Municipalities have determined that the sharing of the benefits and costs of those services would be beneficial to each Municipality, and

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including, but not limited to terms of cooperation and obligations of each Municipality relative to cost of shared human resources, facilities, and operating costs; and

WHEREAS, the voters at Ashburnham Town Meetings authorized the Boards of Selectmen and the Gardner City Council authorized the Mayor to enter into this agreement in accordance with the provisions of G.L.c. 40, Section 4A.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. The Ashburnham Town Administrator and the Gardner Mayor will be the Municipalities respective representatives to oversee the cooperative arrangement. The approval of the Ashburnham Board of Selectmen and the Gardner Mayor will be required to amend this Agreement.
2. All the privileges and immunities from liability and exemptions from laws, by-laws, ordinances and regulations that animal control officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
3. The shared Senior Animal Control Officer and Animal Control Officers ("Animal Control Personnel") shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of Ashburnham and/or City ordinances in which animal control services are being provided.

4. Each Municipality will be responsible for payment of legal services for court appearances by a cooperating animal control officer for enforcement actions taken in its own community. All immunities from liability enjoyed by the sending Municipality within its boundaries shall extend to its participation in rendering animal control services under this Agreement outside its boundaries.
5. Each party to this Agreement shall waive any and all claims against the other party hereto, which may arise out of their activities outside of their respective jurisdictions while rendering or receiving services under this Agreement.
6. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to animal control services provided pursuant to this Agreement, the receiving municipality shall be liable for and shall indemnify, defend, and hold the other community harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, including those arising from the handling and care of any animals from the receiving Municipality.
7. Animal Control Officers injured or killed while performing duties for a receiving Municipality or returning to the sending Municipality following a request for services under this Agreement shall be deemed to be on active duty and within the scope of their employment for all purposes. Animal Control Personnel shall be covered by Gardner's Worker's Compensation insurance while performing duties.
8. Term. The term of this Agreement is for three (3) years from FY2025 to FY2027 unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year. In the event that Ashburnham fails to pay any invoice to Gardner in a timely manner, or in the event Ashburnham fails to approve an Animal Control Budget, as provided for herein and that is subject to appropriation by Ashburnham Town Meeting, then Gardner may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Gardner may commence performing its services again.
9. Cost sharing.
  - A. During the term of this Agreement Ashburnham shall pay to Gardner a percentage of costs for each year of this agreement in the following amounts:  
  
FISCAL YEAR 2022: \$34,126  
FISCAL YEAR 2023: \$34,808  
FISCAL YEAR 2024: \$35,504



with said costs based upon an approved Animal Control Budget subject to appropriation by Town Meeting and appropriation by the Gardner City Council, which will provide the cost of wages, maintenance of the Animal Shelter and Animal, general maintenance of the shelter, food for the animals, vehicle maintenance, uniforms and equipment for the Animal Control Officers, and a share of the health and other insurance premiums, including worker's compensation insurance, paid by Gardner for the Animal Control Personnel. Ashburnham shall pay their respective percentage of costs on an annual basis to Gardner for the purposes and in accordance with the terms as stated herein. Should the budget amount be increased by agreement of the parties hereto, any deficiencies in the annual payment shall be included in the next year's payment in accordance with the cost-sharing formula established herein.

B. A budget shall be developed by Gardner and shall be provided to Ashburnham annually on or before April 1, for review and approval by the Ashburnham and Boards of Selectmen. Ashburnham shall be responsible for payment of its share of costs as stated herein on a quarterly basis, said payments to be made on July 1, October 1, January 1, and April 1 of the then-current fiscal year.

C. Should the budget, as submitted by Gardner to Ashburnham provide for the purchase of a new vehicle, Ashburnham shall be responsible to pay for a percentage, based upon each Municipality's population as determined by the most recent census, for the cost of such vehicle, such percentage cost to be paid in equal installments together with Ashburnham quarterly payments as specified herein. In the event that Ashburnham withdraws from this Agreement in accordance with the provisions of Paragraph 13, Ashburnham shall be reimbursed the percentage said Municipality contributed as calculated in accordance with the cost-sharing formula established herein of the then current NADA Blue Book value for that vehicle as of the date of the notice of withdrawal, said reimbursement to be applied in equal installments as a reduction in the monthly payments owed by Ashburnham to Gardner. Ashburnham shall, however, remain responsible for payment of its share of the cost of purchase of the vehicle until termination of this Agreement.

D. Should Gardner submit purchase of capital items for consideration, Ashburnham, contingent on Ashburnham Meeting approval, shall be responsible for the cost of such capital item for the same percentage as attributed to the cost-sharing formula established herein, to be paid in equal installments together with Ashburnham's quarterly payments as specified herein. Furthermore, Gardner shall not fund any portion of their percentage from the line item budget.

#### I 0. Services.

Animal Control Services to be provided as part of the inter-municipal agreement are as outlined in applicable provisions of Massachusetts General Law, bylaws of Ashburnham, Gardner ordinances and the job descriptions of Animal Control Personnel for Gardner, incorporated herein by reference. Animals shall be detained at the Gardner Animal Control Facility.

11. Dispute Resolution.

In the event any disputes or questions arise between the parties as to the interpretation of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in the contract, the parties first agree to try in good faith to settle the dispute through negotiation, then try resorting to other dispute resolution procedures, before proceeding to litigation.

12. Reports.

Gardner may, upon request provide Ashburnham reports on the services provided and annual reports of expenditures and revenues of all accounts necessary to provide a complete picture of the financial condition of the shared function. Additionally, Gardner shall communicate to the applicable dispatch call centers for Ashburnham and Hubbardston upon instances where a call requires the Animal Control Officer to travel outside of Gardner to either Ashburnham or Hubbardston. Additionally, Gardner shall communicate to the applicable dispatch call centers for Ashburnham upon instances where a call requires an Animal Control Officer to travel outside of Gardner to Ashburnham

13. Notice.

Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Boards of Selectmen and the Gardner Mayor at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. This Agreement contains the entire agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Agreement.

15. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

16. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

In witness thereof the parties hereto have executed this Agreement as of the first date written above.

For the City of Gardner

\_\_\_\_\_  
Michael J. Nicholson, Mayor

For the Ashburnham Board of Selectmen

\_\_\_\_\_  
Brian Doheny, Town Administrator



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

May 7, 2024

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

RE: A Communication from the Mayor regarding the Collective Bargaining Agreement between the City of Gardner and the Massachusetts Coalition of Police (MassCOP), Local 400 – Superior Officers Union

Dear Madam President and Councilors,

As I have done in the past, I am providing you with a fully executed copy of the latest collective bargaining agreement entered into by the City and the Superior Police Officers Union.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 MAY -8 PM 3:18  
CITY OF GARDNER  
GARDNER, MA

**CONTRACT**

**BETWEEN**

**GARDNER POLICE SUPERIOR OFFICERS**

**AND**

**THE CITY OF GARDNER**

**DURATION**

**JULY 1, 2023 – JUNE 30, 2026**

**TABLE OF CONTENTS**

|                   |                                                      |                |
|-------------------|------------------------------------------------------|----------------|
|                   | <b>PREAMBLE.....</b>                                 | <b>PAGE 1</b>  |
| <b>ARTICLE 1</b>  | <b>RECOGNITION AND SCOPE .....</b>                   | <b>PAGE 1</b>  |
| <b>ARTICLE 2</b>  | <b>EMPLOYEE RIGHTS AND<br/>REPRESENTATION.....</b>   | <b>PAGE 4</b>  |
| <b>ARTICLE 3</b>  | <b>INSURANCE AND HOSPITALIZATION.....</b>            | <b>PAGE 5</b>  |
| <b>ARTICLE 4</b>  | <b>AGENCY FEE OR UNION SECURITY.....</b>             | <b>PAGE 6</b>  |
| <b>ARTICLE 5</b>  | <b>WAGES.....</b>                                    | <b>PAGE 6</b>  |
| <b>ARTICLE 6</b>  | <b>GRIEVANCE AND ARBITRATION<br/>PROCEDURE .....</b> | <b>PAGE 6</b>  |
| <b>ARTICLE 7</b>  | <b>UNION DUES.....</b>                               | <b>PAGE 8</b>  |
| <b>ARTICLE 8</b>  | <b>WORK SCHEDULE .....</b>                           | <b>PAGE 9</b>  |
| <b>ARTICLE 9</b>  | <b>OVERTIME .....</b>                                | <b>PAGE 11</b> |
| <b>ARTICLE 10</b> | <b>CLOTHING.....</b>                                 | <b>PAGE 11</b> |
| <b>ARTICLE 11</b> | <b>VACATIONS.....</b>                                | <b>PAGE 12</b> |
| <b>ARTICLE 12</b> | <b>HOLIDAYS .....</b>                                | <b>PAGE 14</b> |
| <b>ARTICLE 13</b> | <b>SICK LEAVE .....</b>                              | <b>PAGE 15</b> |
| <b>ARTICLE 14</b> | <b>COURT TIME AND OUTSIDE<br/>DETAILS.....</b>       | <b>PAGE 17</b> |
| <b>ARTICLE 15</b> | <b>BEREAVEMENT LEAVE .....</b>                       | <b>PAGE 20</b> |
| <b>ARTICLE 16</b> | <b>MISCELLANEOUS.....</b>                            | <b>PAGE 20</b> |
|                   | <b>Item 1- No Strike.....</b>                        | <b>PAGE 20</b> |
|                   | <b>Item 2 – Waiver .....</b>                         | <b>PAGE 21</b> |
|                   | <b>Item 3 – Amendment to this Agreement.....</b>     | <b>PAGE 21</b> |
|                   | <b>Item 4 – Education Incentive Program.....</b>     | <b>PAGE 21</b> |
|                   | <b>Item 5 – Seniority.....</b>                       | <b>PAGE 22</b> |
|                   | <b>Item 6 – Personal Days.....</b>                   | <b>PAGE 22</b> |
|                   | <b>Item 7 – Request for Time Off.....</b>            | <b>PAGE 23</b> |
|                   | <b>Item 8 – Review of Personnel File.....</b>        | <b>PAGE 23</b> |
|                   | <b>Item 9 – In-Service Training .....</b>            | <b>PAGE 24</b> |
|                   | <b>Item 10 – Cruisers (air conditioning).....</b>    | <b>PAGE 24</b> |



|                     |                                                               |                |
|---------------------|---------------------------------------------------------------|----------------|
|                     | <i>Item 11 – Regularly Schedule Shift.....</i>                | <i>PAGE 24</i> |
|                     | <i>Item 12 – Out of Grade Duty.....</i>                       | <i>PAGE 24</i> |
|                     | <i>Item 13 – Reserve Police Officer Time.....</i>             | <i>PAGE 24</i> |
|                     | <i>Item 14 – On Duty Definition.....</i>                      | <i>PAGE 25</i> |
|                     | <i>Item 15 – Meal Allowance.....</i>                          | <i>PAGE 25</i> |
|                     | <i>Item 16 – Military Time Benefit.....</i>                   | <i>PAGE 25</i> |
|                     | <i>Item 17 – Accidental Disability Retirement Appeal.....</i> | <i>PAGE 26</i> |
|                     | <i>Item 18 – Injured in the Line of Duty.....</i>             | <i>PAGE 26</i> |
|                     | <i>Item 19 – Dispatch Coverage.....</i>                       | <i>PAGE 26</i> |
|                     | <i>Item 20 – Coaching.....</i>                                | <i>PAGE 26</i> |
| <i>APPENDIX “A”</i> | <i>Detail Distribution Guidelines.....</i>                    | <i>PAGE 27</i> |
| <i>APPENDIX “B”</i> | <i>Superior Officers Wage Schedule.....</i>                   | <i>PAGE 28</i> |
| <i>ARTICLE 17</i>   | <i>DURATION.....</i>                                          | <i>PAGE 32</i> |
|                     | <i>SIGNATURE.....</i>                                         | <i>PAGE 32</i> |
| <i>APPENDIX “C”</i> | <i>Modified Duty For Return To Work.....</i>                  | <i>PAGE 33</i> |



**PREAMBLE**

This Agreement entered into by the City of Gardner, hereinafter referred to as the "Employer" or the "City," and Massachusetts Coalition of Police, AFL-CIO, Local 400, hereinafter referred to as the "Union," has its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION & SCOPE**

**Item 1:**     **Recognition:**     The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all permanent full-time Sergeants and Lieutenants in the Police Department in the City of Gardner excluding all other employees of the City of Gardner.

**Item 2:**     **Scope:**     The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of bargaining unit employees covered by this Contract; however, any matter not mentioned in this Contract, or any matter mentioned in this Contract for which specific directions are not set forth herein, or which is not specifically delegated to the bargaining unit employees or to the arbitrator, shall be reserved for decision by the appointing authority in his/her full discretion, they shall not be subject to the Grievance and Arbitration Procedures provided in this Contract to the extent that such matters are not subject to collective bargaining law.

**Item 3:**     If any provision of this Contract or any application of this Contract to any bargaining unit employees covered by the terms of this Contract shall be contrary to Law, such provisions or application shall have effect only to the extent permitted by Law and all other provisions or applications of this Contract shall continue in full force and effect.

**Item 4:**     Except to the extent that there is contained in this Agreement an express and specified provision to the contrary, the City retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the Laws of the Commonwealth of Massachusetts to such City for the control, direction and management of the City and its work force, including but not limited to: The right to manage the affairs of the City and of the Department and to

maintain and improve the efficiency of its operation; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes and ordinances and collective bargaining agreement of the City and the assignment of bargaining unit employees to work; to require from each bargaining unit employee the efficient utilization of his/her service; to hire, promote, assign and retain bargaining unit employees; and to promulgate and support rules and regulations pertaining to the operations of the Department and to the bargaining unit employees.

**Item 5:** Nothing in this Agreement shall limit the City in the exercise of its function of management and in the direction and supervision of the City's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods in unexpected circumstances; hire, suspend, demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, City Council and Police Chief or any other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by Law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- a. to determine the mission, budget and policy of the Department;
- b. to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- c. to determine the number, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;

- d. to determine the methods, means and personnel by which the Department's operations are to be carried out;
- e. to manage and direct employees of the Department;
- f. to maintain and improve orderly procedures and the efficiency of operations;
- g. to hire, promote and assign employees;
- h. to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- i. to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- j. to determine the policies affecting the hiring promotion, and retention of employees;
- k. to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- l. to layoff employees in the event of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- m. to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned subject to Article 9;
- n. to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- o. to maintain the efficiency of operations entrusted to the Department, by establishing and enforcing reasonable rules, regulations, policies and procedures consistent with the collective bargaining law;
- p. to suspend, demote, discharge, or take other disciplinary action against employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

**ARTICLE 2**  
**EMPLOYEE RIGHTS & REPRESENTATION**

**Item 1:** Bargaining unit employees have, and shall be protected in exercise of, the right without fear of penalty or reprisal, to join and assist the Union. The freedom of bargaining unit employees to assist the Union shall be recognized and extended to participation in the management of the Union and acting for the Union in the management of the Union and acting for the Union in the capacity of a Union Officer or representative or otherwise and including the right to present Union views and positions to the public and the officials of the City. Without limiting the foregoing, the City agrees that it will not aid, promote, or finance any labor group or organization which violates any rights of the Union, no official or agent of the City shall:

- (a) Interfere with the formation, existence, operations or administrations of the Union;
- (b) Discriminate against any bargaining unit employee because he has given testimony, taken part in any grievance procedures or hearings, negotiations, or conferences for on behalf of the Union or bargaining unit employee;
- (c) Refuse to meet, negotiate, or confirm proper matters with officers or representatives of the Union as set forth in this Agreement.

**Item 2:** The members of the Union's bargaining committee limited to two (2) bargaining unit employees who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the City, its agents or representatives and the Union for the purpose of the Contract or any supplement thereto.

**Item 3:** No more than one (1) Union official designated in advance by the Union to the City shall, during the life of the Contract, be granted reasonable time during working hours to process and settle grievances provided that such persons shall first require permission from the Chief of Police. Permission may be withheld by the Chief because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.



**Item 4:** No more than one (1) officer shall be allowed without loss of pay to attend no more than (1) Union convention or seminar annually.

**ARTICLE 3**  
**INSURANCE & HOSPITALIZATION**

**Item 1:** Each bargaining unit employee will be offered participation in the City sponsored health, dental and basic life insurance plans. Currently the City offers the Blue Care Elect and the HMO Blue New England Plans of Blue Cross & Blue Shield.

The City and employees enrolled in the health, dental and/or life insurance plans will share the cost of all premium charges. The premium charges will be paid for as follows:

|                                                   | <u>City</u> | <u>Employee</u> |
|---------------------------------------------------|-------------|-----------------|
| Blue Cross Blue Shield HMO Blue New England       | 75%         | 25%             |
| Blue Cross Blue Shield – Blue Care Elect Plan     | 50%         | 50%             |
| Blue Cross Blue Shield Dental Plan                | 75%         | 25%             |
| Basic Life Insurance (\$10,000 City offered plan) | 75%         | 25%             |

For those bargaining unit employees who elect to include their spouse and/or children until the age of 26, as specified in the City sponsored health and/or dental plans, the premium charges will be paid for as follows:

|                                               | <u>City</u> | <u>Employee</u> |
|-----------------------------------------------|-------------|-----------------|
| Blue Cross Blue Shield HMO Blue New England   | 75%         | 25%             |
| Blue Cross Blue Shield – Blue Care Elect Plan | 50%         | 50%             |
| Blue Cross Blue Shield Dental Plan            | 75%         | 25%             |

Those bargaining unit employees enrolled in the health, dental and/or life insurance plans may also elect participation in the City's Section 125 Cafeteria plan for the premiums of the health, dental and/or life insurance plans.

If the City wishes to change or add plans offered to collective bargaining unit members, it will present such changes or additions to the Insurance Advisory Committee. The Insurance Advisory Committee will evaluate such requests and shall then present their findings to their union membership and a vote shall be taken to determine whether or not the membership wishes to make the requested

change or addition. The City will offer the approved changes for all bargaining units, if and only if, two-thirds (2/3rds) of the City's bargaining units vote to do so.

**Item 2:** Any claim for payment under said policy shall not be subject to the grievance and arbitration procedures of this Contract.

**ARTICLE 4**  
**AGENCY SERVICE FEE OR UNION SECURITY**

All bargaining unit employees covered by this Agreement shall be required, as a condition of employment to make payment on/or after the thirtieth (30th) day following the beginning of such employment, or the effective date of this Agreement, whichever is the later of any Agency Service Fee to the Union. Such Agency Service Fee shall be in the amount equal to ninety (90%) percent of the Union dues. At the election of the bargaining unit employee, said Agency Service Fee may be deducted from his/her wages upon presentation to the City of a signed authorization. Said authorization may be cancelled by sixty (60) days written notice to the City. A bargaining unit employee who does not authorize the City to make weekly payroll deductions as provided herein shall make the Agency Service Fee directly to the Massachusetts Coalition of Police, AFL-CIO, Local 400.

**ARTICLE 5**  
**WAGES**

Wages shall be paid in accordance with Appendix "B" and attached hereto and made part thereof.

**ARTICLE 6**  
**GRIEVANCE & ARBITRATION PROCEDURE**

**Item 1:** A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance & Arbitration Procedure by other paragraphs of this Contract.

**Item 2:** The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing, and a failure to comply with said time limits shall waive the grievance.

**Level 1:** A bargaining unit employee with a grievance will first orally discuss it informally with his/her immediate supervisor.

**Level 2:** (a) If a grievance is not settled within five (5) working days, thereafter refer the grievance signed by the bargaining unit employee in writing to the Chief of Police. There shall be a meeting with the bargaining unit employee and the Chief as soon as practicable after the receipt of the written grievance (a non-employee representative of the Union may attend such meeting).

(b) If the grievance is not received by the Chief of Police within fifteen (15) calendar days after the aggrieved knew or should have known of the act or condition upon which the grievance is based, the grievance will be denied.

**Level 3:** If the grievance is not settled within fifteen (15) days of the receipt of the grievance by the Chief of Police, the aggrieved bargaining unit employee may submit said grievance in writing to the Mayor. The Mayor may overrule the Chief of Police on his/her decision.

There shall be a meeting with the bargaining unit employee and the Mayor or his/her representative as soon as practicable after receipt of the written grievance by the Mayor. (A non-employee representative of the Union may be present at this meeting).

**Level 4:** If the grievance is not settled at Level 3, and if the grievance alleges a violation by the City or any of its agents of any of the provisions of this Agreement, which are subject to the Grievance & Arbitration clause and not excluded as aforesaid, this grievance within thirty (30) days after written reference to the Mayor, may be referred by the bargaining unit employee to arbitration as hereinafter provided.

**Item 3:** Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement and/or which have not been settled under the procedures set forth herein, may be submitted by either party to the American Arbitration Association within the time prescribed. Failure to submit within the time prescribed shall waive the grievance. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator if they cannot mutually agree upon an arbitrator.

**Item 4:** The arbitrator so selected will confer with the representatives of the Union and the City, and will issue his decision, award, and reasons therefore, not later than thirty (30) days from the date of the close of hearings, or if all the hearings have been waived then twenty (20) days from the day the final statements have been submitted to him. The arbitrator will be without power or authority to make decision or award that violates the Common Law, or Statutory Law of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The arbitrator shall be without power to add or to subtract from the terms of this Agreement. The arbitrator shall be without power to require the commission of any act prohibited by Law, or which violates any terms of this Agreement. The arbitrator will be without power or authority to render any award or decision concerning any matter which is excluded from the Grievance & Arbitration Procedure of the Contract. The arbitrator will be without power or authority to make any decision or award concerning any matter or grievance which occurred or failed to occur prior to the first day of July 1983. The decision of the arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150C of the General Laws.

**Item 5:** Bargaining unit employees shall exercise such rights as are granted by provisions of the Civil Service Statute, rules and regulations promulgated pursuant thereto, most particularly Section 43 and Section 39 of said Law, and the provisions of Section 16 of Chapter 32 of the General Laws as set forth in such statutes including the rights of appeal. These matters shall be excluded from the Grievance & Arbitration Clause of the Contract and the arbitrator shall have no authority to render a decision or award concerning them.

**Item 6:** Bargaining unit employees receiving written reprimands shall have the right to a hearing with the Chief to discuss such written reprimand.

## **ARTICLE 7** **UNION DUES**

The Union dues of bargaining unit employees covered by this Agreement shall be deducted each week from the wages of each bargaining unit employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 180 of the General Laws as amended. The Treasurer shall transmit all dues deducted and an up-to-date listing from payroll section of all employees to the Secretary-Treasurer of the Union each month, care of:

Massachusetts Coalition of Police  
AFL-CIO Local 400  
P.O. Box 768  
Millbury, MA 01527

**ARTICLE 8**  
**WORK SCHEDULE**

**Item 1:** The normal work week will consist of seven (7) days, Sunday through Saturday, in which each bargaining unit employee shall work an average thirty-seven (37 ½) hours per week in a calendar year on a 4 & 2 schedule which provides each bargaining unit employee scheduled to work four (4) days in succession with two (2) days off.

**Item 2:** All assignments including those which may be exempted from the work schedule described in Item 1 shall be made at the discretion of the Chief of Police.

Bargaining unit employees exempted from the work schedule described in Item 1 and working a five (5) day schedule shall receive an additional seventeen (17) days off, to be taken as actual time off in the calendar year in which they are earned, so that they shall be scheduled to work an average of thirty-seven (37 ½) hours per week during the calendar year. The normal workday shall be eight (8) hours for exempted jobs.

The positions of BCI Supervisor and Safety Officer shall be filled by a Supervisor as long as said assignments exist.

**Item 3:** The Chief of Police shall determine all work schedules. Work schedules shall be posted for ten (10) days.

With the exception of the BCI and Community Policing/Safety Officer all bargaining unit members will bid for their job assignments on November 1st of each year. The Bureau of Criminal Investigations and Safety Officer positions will be on November 1<sup>st</sup> every third year. (Effective November 1, 2006). Seniority will prevail in job assignments if that Officer is qualified by training and experience to perform the duties of the job for which he/she bids. Insofar as possible and compatible with the needs of the Department, officers shall be assigned based on their preference on the basis of seniority, with the exception of Bureau of Criminal Investigations ("BCI") assignments, which shall be assigned on the basis of the

bargaining unit member's seniority specifically with BCI. Any officer who feels that seniority has not been considered in his/her assignment may request a hearing before the Chief in this regard. The decision of the Chief shall be final. (Past performance and training shall be taken into consideration by the Chief in making his decision).

In the event that a bargaining unit member who holds the Bureau of Criminal Investigations or Community Policing/Safety Officer position should receive a promotion or who should request of the Chief the ability to relinquish said position, which request shall not be unreasonably denied, then that position shall be posted for bidding with the opportunity for all members to bid by seniority. (At least thirty (30) days in advance of the effective date of such change, all job assignments will be defined by a full job description.) The decision of the Chief shall be final. Past performance and training shall be taken into consideration by the Chief in making his/her decision.

**Item 4: Flex Time**

Bargaining unit members holding positions that allow for the completion of their regularly assigned duties outside of their normal work schedule, may flex their work schedule start and end time for the following purposes:

- a.) The performance of details.
- b.) The performance of other approved City-related duties (i.e., School Department Coach).

The allowance of flex time for the purposes noted herein will be approved as long as it does not have a detrimental effect on the functions of the department or other bargaining unit members. The detail schedule procedure as defined in Article 14 shall remain in force and effect. Bargaining unit members who flex their time for the purpose of working a detail will be subject to the detail schedule procedure.

Any other approved flex time shall be at the discretion of the Chief of Police or his/her designee.

**Item 5: In Lieu of Time**

In the event the need for a bargaining unit member of any specialty unit to attend a special police event/duty on a day other than his/her normal workday, the bargaining unit member may voluntarily request the use of "in lieu of time," which

must be approved by the specialty unit supervisor. In lieu of time is swapping the working of another day in place of a day off in order to perform a special assignment so as not to result in overtime.

**ARTICLE 9**  
**OVERTIME PAY**

**Item 1:** All bargaining unit employees covered by this Agreement shall be paid at the rate of one and one-half (1½) times their hourly rate of pay for work in excess of eight (8) hours in one day. For the purpose of this Item, a day means 7:00 AM - 6:59 AM the following day. Outside details shall not be deemed work for the purpose of this clause. Any bargaining unit employee called back to work on the same day having completed his/her assigned work and left his/her place of employment before his/her next regularly scheduled starting time, shall be paid the overtime rate for all hours worked on such recall and will be guaranteed a minimum of four (4) hours pay.

**Item 2:** If a bargaining unit employee is required to correct or complete a function which he would have normally performed during his/her regular hours, on time other than the period of his/her regularly assigned duty, he shall be paid at the overtime rate but shall not be guaranteed three (3) hours.

**Item 3:** An employee may elect to earn compensatory time in lieu of overtime payment.

**Item 4:** Bargaining unit employees shall be permitted to take compensatory time off provided sufficient manpower (as determined by the Chief of Police) warrants same.

**Item 5:** Bargaining unit employees may also elect to submit for payment of compensatory time through the normal payroll cycle.

**Item 6:** Normal overtime shall not be construed to mean discretionary overtime assigned to BCI or Drug Unit.

**ARTICLE 10**  
**CLOTHING**

**Item 1:** All employees covered by this Agreement shall receive a clothing allowance of Fifteen Hundred (\$1,500.00) Dollars, which was rolled into the base



pay for bargaining unit members as reflected in the Wage Schedule attached hereto as Appendix B. When a patrolman is permanently promoted to Sergeant or Lieutenant then in the year of appointment, he/she shall receive an additional two-hundred fifty dollars (\$250.00) to purchase his/her new uniform. Said payment shall be a one-time payment. (Effective January 1, 2023)

**Item 2:** In no event shall an employee receive clothing allowance in an amount that exceeds the amount allowed by contract.

## **ARTICLE 11** **VACATIONS**

**Item 1:** Bargaining unit employees shall be eligible for vacation leave with pay within the meaning of this section if they have actually worked for the City thirty (30) weeks during the twelve (12) months preceding the first day of June of each year.

**Item 2:** Permanent full-time bargaining unit employees who have actually worked thirty (30) weeks or more in the aggregate within the twelve (12) months preceding the first day of June of each year shall be entitled to fourteen (14) working days of vacation without loss of pay.

**Item 3:** Permanent full-time bargaining unit employees continuously employed by the City for five (5) years through nine (9) years, shall be granted an annual vacation of twenty-one (21) working days without loss of pay.

**Item 4:** Permanent full-time bargaining unit employees continuously employed by the City for ten (10) years through fourteen (14) years, shall be entitled to an annual vacation of twenty-eight (28) working days without loss of pay.

**Item 5:** Permanent full-time bargaining unit employees continuously employed by the City for fifteen (15) years or more, shall be entitled to an annual vacation of thirty-one (31) working days without loss of pay.

**Item 6:** Bids for vacation shall be made from January 1<sup>st</sup> to February 28<sup>th</sup> of the same year. Such vacations will be granted in accordance with length of service. All other vacation time will be granted in order of request regardless of seniority in accordance with the following procedures:

**Section 1:** When selecting for the seniority vacations, bargaining unit employees will make their choice within three (3) days. The next senior employee will make his/her choice within three (3) days. This process will continue until the junior employee has made his/her choice. The same procedure will be repeated for the second choice of vacations.

**Section 2:** Vacation weeks will begin on Sunday and end on Saturday. (full weeks only)

**Section 3:** Bargaining unit employees will be allowed to take vacation at their discretion, such as one (1), two (2), or three (3) days at a time or in full weeks, unless an emergency situation exists in which case the Chief of Police may refuse to permit vacations in such manner.

**Section 4:** A bargaining unit employee on vacation will not be restricted as to where he/she may travel or be held on standby except in the case of declared state of emergency. Bargaining unit employees absent during the year for injury or sick leave shall be allowed to schedule their vacations if they do not interfere with the regular schedules of others.

**Section 5:** Vacation days must be taken in the calendar year in which they are earned, except a bargaining unit employee may carry no more than five (5) days of vacation into the following year. (Effective 01/01/2015)

**Section 6:** Upon retirement, any bargaining unit employee may take his/her salary in lieu of vacation due.

**Section 7:** Vacations to be determined within a manner not to affect the efficiency of the City.

**Section 8:** Bargaining unit employees' vacations shall be granted according to seniority as one group and such bargaining unit employees may take their vacation subject to the approval of the Chief and according to the needs of the department and provided relief staff officers are available to fill jobs under this section.

**Section 9:** New permanent full-time bargaining unit employees will earn one and one-half (1 1/2) vacation days per month up to fourteen (14) working days per calendar year. This new bargaining unit employee shall continue to earn vacation in this manner until January 1<sup>st</sup> of the year following his/her anniversary date of benefited employment. This vacation will only be allowed

upon the completion of six (6) months of service in the department. In no event shall a new employee be eligible for more than fourteen (14) days of vacation per calendar year.

**Section 10:** Effective July 1, 2014, bargaining unit members normally assigned to a shift falling between the hours of 3:00 PM and 7:00 AM who are eligible to receive a shift differential payment as defined in Appendix B – Item 1 shall continue to receive this shift differential when taking and using vacation time.

**Section 11:** Upon termination, resignation or retirement the annual allotment of vacation time for the year in which the bargaining unit member's employment ends shall be prorated monthly from the date the bargaining unit member's employment ends.

## **ARTICLE 12** **HOLIDAYS**

**Item 1:** Bargaining unit employees covered by this Agreement shall be granted holiday pay for each of the following twelve (12) holidays: *New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, & Christmas Day*. If any additional legal holiday is granted by the State, it will be given with pay.

**Item 2:** Pay for such holidays for bargaining unit employees covered by the Agreement shall be at a one and one-half (1½) times eight (8) hours rate. (Effective 07/01/09) Bargaining unit employees covered by the Agreement shall receive such holiday pay whether they work or fail to work on such a date.

**Item 3:** A bargaining unit employee shall be paid all of his/her accrued holiday pay on the date of his/her termination except if he/she is terminated for cause.

**Item 4:** Holiday pay shall be paid in a lump sum, six (6) days payable the last pay period in June and six (6) days payable the first pay period in December of each year. If a bargaining unit member's employment terminates prior to the Christmas holiday, but after the lump sum holiday payment has been made on the first pay period of December, payment for that holiday must be reimbursed to the City by the bargaining unit member.

**ARTICLE 13**  
**SICK LEAVE**

**Item 1:** All permanent full-time bargaining unit employees, except any new bargaining unit employees when entitled thereto, shall be granted sick leave aggregating no more than fifteen (15), which effective January 1, 2015, will be reduced to twelve (12) days in any one (1) year, exclusive of regularly scheduled days off. Sick leave allowances not used in any particular year may be accumulated up to an unlimited number of days for use in any subsequent year. Newly hired employees shall earn sick leave at the rate of one day per month worked. Sick time will be credited to all newly hired employees the last day of each calendar month. New employees that start on or before the fifteenth of the month shall be credited with that month's sick leave accrual. In no event shall a new employee be eligible for more than twelve (12) days of sick leave per calendar year. On the first anniversary of the date of employment, they shall be credited with the difference between the number of days of sick leave they have earned up until such date, and twelve (12) sick leave days. Sick leave allowances not used in any particular year may be accumulated up to an unlimited number of days for use in any subsequent year.

All such permanent full-time bargaining unit employees, except new bargaining unit employees, shall be credited with their twelve (12) sick leave days on January 1st of each year. A doctor's certificate at the expense of the bargaining unit employee may be required by the Chief of Police if any bargaining unit employee is absent from work three (3) consecutive days or more at one time.

Any bargaining unit employees claiming benefits under injury leave or sick provisions of this Agreement, shall submit to an examination at the expense of the City by a physician designated by the Municipal Employer as requested during the period of such disability. Part-time employees shall not earn sick leave.

In the case where an employee has an approved FMLA leave for the birth of a child, the employee will be authorized to use sick time should he/she elect for the first three (3) weeks following the birth of the child to allow for the provision of care to the parent recovering from childbirth. This time may be extended upon request and the approval of the Mayor in the event of unforeseen medical circumstances requiring additional time for the care of the parent recovering from childbirth or for the child occurs.

**Item 2:**

- a) Permanent full-time employees shall be granted four (4) hours of sick leave incentive time without loss of pay for each calendar month during which they do not report out sick, cumulative to six (6) days per calendar year.
- b) The maximum total amount of sick leave incentive time a permanent full-time employee shall be allowed to carry over as of January 1<sup>st</sup> of each year will be equivalent to fifteen (15) days. Any time in excess of fifteen (15) days after December 31<sup>st</sup> will be forfeited by the bargaining unit employee.
- c) Upon termination of employment, whether voluntary or involuntary, the maximum number of sick leave incentive time days a full-time bargaining unit will receive by and through separation payment from the City will be six (6) days.

**Item 3:** If a bargaining unit employee has accumulated sick leave upon the date of his/her retirement or the date of his/her death, he/she shall be entitled to re-numeration according to the following:

The number of sick days allowable for case reimbursement upon retirement or death shall be paid according to the following formula:

The first sixty (60) days actually accrued shall be at full pay. The remaining days shall be paid at fifty (50%) percent.

**Item 4:** Any bargaining unit member hired on or after July 1, 1999, shall not be entitled to re-numeration for any accumulated sick leave upon his/her retirement.

**Item 5:** When a bargaining unit employee's sick leave record is held suspect, the Chief of Police will issue a written warning to said bargaining unit employee stating that upon the next day used as sick leave, the bargaining unit employee may be required to be examined by a physician of the City's choice, at no expense to the bargaining unit employee, to verify illness. Said warnings will be reviewed on six (6) months intervals, and if a bargaining unit employee's record has improved, a statement to that effect will be attached to said warning.

**Item 6:** Upon termination, resignation or retirement the annual allotment of sick time for the year in which the bargaining unit member's employment ends shall be prorated monthly from the date the bargaining unit member's employment ends.

**Item 7:** After fifteen (15) calendar day absence due injury or illness, a bargaining unit member may be eligible for modified duty for return to work as defined and outlined in Appendix C - Modified Duty for Return to Work.

**RETIREMENT NOTICE:**

Payment for sick leave in the event of retirement and/or death shall remain as it exists in the Contract with the following exception:

Any bargaining unit member hired on or after July 1, 1999, who has accumulated sick leave upon the date of his/her retirement and provides the City with a minimum of six (6) months' notice of his/her retirement, will be granted sick leave pay for five (5) days of actually accrued sick leave.

Any bargaining unit member hired before July 1, 1999, who has accumulated sick leave upon the date of his/her retirement and provides the City with a minimum of six (6) months' notice of his/her retirement shall be granted sick leave pay for such accumulation according to the following formula: The first sixty-five (65) days actually accrued shall be at full pay. The remaining shall be at fifty (50%) percent.

**ARTICLE 14**  
**COURT TIME & OUTSIDE DETAILS**

**Item 1:** **Court Time:** Any bargaining unit employee who is required to appear in court in a criminal or civil case consistent with his/her duties as a police officer for the City of Gardner at any time other than his/her regularly scheduled duty hours, shall receive pay at the overtime rate for not less than four (4) hours for attending Gardner District Court and/or Court outside of Gardner provided however if an officer is placed on call for attending Worcester Superior Court but is not required to leave the Gardner area he/she shall only receive three (3) hours pay. This shall include appearances by the bargaining unit employee during his/her vacation, scheduled days off and other times than his/her regularly scheduled shift. Once an officer has completed his/her court case, at any time other than regularly scheduled duty hours, he/she will not be obligated to perform any other function nor to report to anyone without receiving a "Callback".

Bargaining unit members who report for Court Time on the first shift (7:00 AM to 3:00 PM) and receive this benefit will not be eligible for the shift differential as defined in Item 1 of the Wage Schedule.

**Item 2:** Outside details shall be defined as any work performed for third parties and are further defined as either “City Details” or “Contractor Details”. By definition, a “City Detail” is a road or event detail scheduled specifically by the City and to be paid for by a City department (i.e., Gardner High School Football game is scheduled and paid for by the School Department). By definition, a “Contractor Detail” is a road or event detail scheduled specifically by a contractor and paid for by a contractor. All such outside details shall be distributed as equally as possible among all permanent members of the Gardner Police Department by roster. Except in emergency situations notice of special assignments shall be posted at least forty-eight (48) hours in advance. Effective July 1, 2023, all bargaining unit employees shall be paid a detail rate of fifty-two dollars (\$52.00) per hour for all outside Contractor Detail work for the first eight (8) hours of such work.

Thereafter the detail rate shall be increased by \$1.00 each year at the commencement of each fiscal year.

For City Details bargaining unit employees will be paid the respective bargaining unit member’s individual overtime rate, except for in no event shall the bargaining unit member be paid less than the per hour rate as noted in the above detail rate schedule. If a bargaining unit employee shall work in excess of eight (8) hours continuous on such detail, he or she shall be paid at the rate of one and one-half (1½) times the detail rate for all hours actually worked in excess of the said eight (8) hours. A bargaining unit employee shall be paid a minimum of four (4) hours pay for any outside detail. If the detail runs over four (4) hours he or she shall be paid a minimum of eight (8) hours. Bargaining unit members will be paid at double the rate established for the Sergeants at the top salary step for all strike duty details for the first eight (8) hours of such work. After eight (8) hours, the rate for strike details shall be one-and-a-half (1.5) times the double rate.

- Item 3:**
- A. Whenever a permit is issued by the City to a private contractor or City employees for street openings or excavations, a regular Gardner Police Officer will be required to be hired when it is recommended by the Chief of Police or his/her designee.
  - B. Detail assignments to liquor establishments and events involving the distribution of alcohol shall be on a voluntary basis. Officers who



accept such assignments shall be paid at time and one half the detail rate.

- C. For safety reasons, a minimum of two (2) officers shall be assigned to concert details.

**Item 4:**      **Detail Classifications**

Details would be listed as either Class A or Class B details.

Class A Details: Any detail called out or scheduled that is longer than four (4) hours in duration (most common example 7 am to 3 pm).

Class B Details: Any detail called out or scheduled that is four (4) hours or less in duration (most common example 7 am to 11 am).

Any officer who is scheduled or accepts a call out for a Class A detail shall be paid for eight (8) hours so long as the detail is not cancelled (at which time the existing cancellation policy begins). Class B (four (4) hour details) whether scheduled or accepted as a call out will be paid out for four (4) hours unless such details continue past four (4) hours after which they shall be paid out at eight (8) hours.

**Item 5:**      **Distribution:**      See Appendix "A".

**Item 6:**      Detail records shall be updated every two (2) weeks and kept posted in an area open to bargaining unit employees' inspection.

**Item 7:**      All records used to compute overtime and details shall be made easily accessible for all members of the bargaining unit to see whether posted or upon request.

**Item 8:**      The City may offer outside details to the Police Chief and/or Deputy Police Chief only after all Patrolmen and Supervisors have been called. The Police Chief and Deputy Police Chief will not be included as part of the detail callback card rotation process. The City will assign City Police Department retirees to work outside details after all Patrolmen, Supervisors, the Police Chief and Deputy Police Chief and before outside officers are called. This may be accomplished through special legislation or the designation of retirees as special police officers.

**Item 9:**      City and private contractors who cancel scheduled details will provide a minimum of a two (2) hours' notice prior to cancelling such detail. Officers shall

be paid a four (4) hour minimum for any scheduled details that are not cancelled prior to the two (2) hour window of the start time for the detail. This four (4) hour minimum will not apply if an officer takes another available detail for the same time period.

**Item 10:** Officers shall be paid at a rate of 1 ½ times the detail rate when working in excess of eight (8) hours. All time after eight (8) hours shall be paid in one (1) hour increments.

### **ARTICLE 15** **BEREAVEMENT LEAVE**

**Item 1:** In the event of death in the immediate family of any bargaining unit employee, he/she will be granted leave with straight time pay for normally scheduled working hours, not to exceed three (3) consecutive days and such leave shall not be charged to sick leave or vacation leave.

The immediate family will include spouse, parent, stepparent, parent of spouse, children, brother, sister, grandparents, grandparents of spouse, grandchildren, or a person living in the immediate household of the employee.

**Item 2:** Bereavement leave of one (1) day without loss of regular straight time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle and such leave shall not be charged to sick leave or vacation leave.

Additional days may be taken and charged against the bargaining unit employee's personal days, vacation days or time accrued or may be taken non-consecutively with extenuating circumstances and prior approval of the Chief.

### **ARTICLE 16** **MISCELLANEOUS**

**Item 1:**     **No Strike:**

(a) During the period of this Agreement, no bargaining unit employee covered by this Agreement shall engage in, induce, encourage any strike, work stoppage, slowdown or withholding of services by such bargaining unit employees. Provisions of this Section shall be applicable to all bargaining unit employees

during the period of bargaining for a new Contract subsequent to this Contract, not to exceed three (3) years from the effective date of this Contract.

(b) Any action by the City to enforce the provisions of this Item shall not be subject to the Grievance & Arbitration Procedures set forth in this Contract. Violations of the terms of this Item shall be cause for discharge, and/or discipline in the sole discretion of the City.

**Item 2: Waiver:**

Failure of either party to this Agreement to execute his/her rights or obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise his/her rights or obligations in the future.

**Item 3: Amendment to this Agreement:**

This Agreement may only be amended by a written instrument executed by the duly authorized representatives of both parties thereto.

**Item 4: Education Incentive Program:**

All bargaining unit employees who had completed courses in a degree granted program towards a degree in Criminal Justice or Law Enforcement offered by a college, which is certified by any state agency for such certification, however, under no circumstances shall said state agency certify any program which grants credits for the following: life experience, courses taught by instructors lacking appropriate educational degrees by said agency, an courses lacking appropriate concentration on academic and scholarly research, or any courses lacking appropriate concentration on academic and scholarly research, will be paid in accordance with the Appendix B Wage Schedule for which they have the qualifying degree and pursuant to the timeline noted:

- A. As provided in the 2020-2021 contract, effective July 1, 2021:
- 1) all officers with a qualifying degree with 0-5 years of service will receive an educational incentive equivalent to 25% of the full Quinn.
  - 2) all officers with a qualifying degree with 5-10 years of service will receive an educational incentive equivalent to 50% of the full Quinn.
  - 3) all officers with a qualifying degree with 10-15 years of service will receive an educational incentive equivalent to 75% of the full Quinn, and

4) all officers with a qualifying degree with 15 years of service or more will receive an educational incentive equivalent to 100% of the full Quinn.

B. As provided in the 2021-2023 Contract, effective July 1, 2022:

1) all officers with a qualifying degree with 0-5 years of service will receive an educational incentive equivalent to 50% of the full Quinn.

2) all officers with a qualifying degree with 5-10 years of service will receive an educational incentive equivalent to 75% of the full Quinn and

3) all officers with a qualifying degree with 10 years of service or more will receive an educational incentive equivalent to 100% of the full Quinn.

Full Quinn” means 10% for an Associate’s degree, 20% for a Bachelor's degree, and 25% for a Master’s degree.

C. When and if the City of Gardner is removed from Civil Service for the hiring and promotion of police officers, the full educational incentive percentages as defined by the Quinn Bill will be implemented for all steps of the wage schedule upon the exact date of removal. The wage schedule will be created for the removal date utilizing the wage schedule currently in effect (FY24, FY 25 or FY26). The effective date of the increases will be the exact date of the removal.

**Item 5:**     **Seniority:** Seniority is defined for the purpose of this section in accordance with Civil Service Laws, rules and regulations. For purposes of this Contract, except for vacations, seniority shall be determined by the date of a bargaining unit employee's appointment by the City of Gardner to his/her rank. The choice of vacation periods shall be governed by the date of a bargaining unit employee's permanent appointment to the Department. The City agrees to supply a seniority list to the Union during the period of this Contract, which shall contain the classification of each bargaining unit employee, his/her rate of pay and his/her seniority date within rank.

**Item 6:**     **Personal Days:**

(a) Bargaining unit employees shall be granted three (3) personal days per calendar year that may not be accumulated, unless circumstances prevail where a bargaining unit employee had not been able to use pre-arranged time off in the calendar year.

Under no circumstances shall an employee carry-over said days beyond the next calendar year. Personal days are of no loss of pay to bargaining unit employees and shall not be charged to sick or vacation leaves.

(b) Bargaining unit employees shall notify the desk officer when using a personal day and shall not be denied unless an emergency or just cause for denial exists. If an emergency is in effect, a personal day can be denied with just cause given by the Chief of Police or his/her designee. Personal days shall be on a first come first serve basis, with only one (1) member of the bargaining unit per shift allowed a personal day at one time, or in accordance with the needs of the department.

(c) Notwithstanding the wording of section (b) above, no bargaining unit employee may use a personal day except upon thirty (30) days advance notice at the following times: Thanksgiving Day, Christmas Day, Policeman's Ball, Police Outing or Police Banquet.

(d) Upon termination, resignation or retirement the annual allotment of personal days for the year in which the bargaining unit member's employment ends shall be prorated quarterly from the date the bargaining unit member's employment ends.

**Item 7:** All requests for time off will be answered within four (4) working days of request.

**Item 8:** Bargaining unit employees will have the right to review the contents of their personnel file within a reasonable time of request. A bargaining unit employee will be entitled to have a representative of the Union accompany him during such review.

No material derogatory to a bargaining unit employee's conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee shall acknowledge that he has had the opportunity to review the material. The bargaining unit employee shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit employee will also have the right to submit a written answer to such a derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. This item shall be retroactive to include all material presently on file. Bargaining unit employees personnel files are not

subject to review by subordinate offices and/or civilian personnel, with the exception of the Mayor or a designated representative who is mutually agreed upon by the City and the Local.

**Item 9:**     **In-Service Training:**     The Employer may provide an in-service training program which shall include the following:

- (a)     Employer paid educational leave for job improvement, while employed by the City of Gardner as approved by the Chief of Police.
- (b)     Employer paid tuition for job improvement courses, while employed by the City of Gardner as approved by the Chief of Police.
- (c)     Each member of the bargaining unit shall attend the time necessary C.P.R. training, re-certification and any other mandatory training by Law.
  - (1)     Instruction to be arranged by the City at reasonable times, upon reasonable notice and without cost to members of the bargaining unit.
  - (2)     Members of the bargaining unit that have the training necessary to satisfy the requirement of Law shall be exempt from training.
  - (3)     Members of the bargaining unit who attend such mandated training shall be compensated at the overtime rate if such training does not fall on his/her regular scheduled hours.

**Item 10:**     Effective with the execution of the Contract, all new cruisers ordered for the department shall be equipped with air conditioning.

**Item 11:**     Every effort will be made to have a regularly scheduled Superior Officer on each shift.

**Item 12:**     If a Superior Officer is directed, in writing by the Chief, or the Mayor in the Chief's absence, to serve in an acting or temporary capacity in a higher ranking position, for a period of one (1) week or more, such Superior Officer shall be compensated at the rate of pay for such higher position for the actual time he or she has been directed to perform such higher duties.

**Item 13:**     A bargaining unit employee's time spent as a Reserve Police Officer of the City of Gardner shall count toward vacation and longevity benefits.

**Item 14:** For the purpose of Statutory on duty indemnification, on duty shall include uninterrupted time spent in route directly to and from the officer's home and police station on a public way or City property.

**Item 15: Meal Allowance**

Permanent full-time employees shall be provided with a meal allowance for attendance at in-service training and/or pre-approved (by the Chief or his/her designee) outside seminars as follows:

|                     |              |         |
|---------------------|--------------|---------|
| Up to a maximum of* | - Breakfast: | \$ 5.00 |
|                     | Lunch:       | \$10.00 |
|                     | Dinner:      | \$15.00 |

(\*Can be combined for a full or partial day for a maximum total of \$30.00 for a full day.)

Reimbursement is contingent upon the submission of meal receipts.

**Item 16: Military Time Benefit**

Permanent full-time employees who are enlisted in the military (i.e., Marine Corps., Army, Navy, National Guards, etc.) are eligible for the benefits for training and/or active duty as defined in MGL, c. 33, §59, which will be referred to as "Military Benefit Time."

- A. Training days shall only be used for those days an eligible employee is regularly scheduled to work. Eligible employees shall receive their regular base pay rate for these benefit days. This benefit will not accrue. Benefit time not utilized at the end of each year will not carry over to the following year. Upon discharge from their respective military unit employees previously eligible for these benefit will no longer receive this benefit. This benefit time will not be used for active duty.
- B. For active duty purposes, when eligible for continued pay as defined by MGL, c. 33, §59, the eligible employee shall provide the Human Resources Department with amount the he/she is paid by either the United States or the Commonwealth for military service performed during the same pay period.

**Item 17: Accidental Disability Retirement Appeal**

In the event that a bargaining unit member is denied an accidental disability pursuant to MGL Chapter 32, Section 7, the member shall be retired as ordinary disability pursuant to MGL Chapter 32, Section 6. A member who is retired in this matter shall retain full rights of appeal to pursue a pension pursuant to MGL Chapter 32, Section 7." (This language is subject to legal review and will be adopted unless it is found to be contrary to any and/or all statutes governing the retirement process.)

**Item 18: Injured in the Line of Duty**

Officers absent from duty on account of injury or disability incurred in the performance of his/her duty shall receive full pay during his/her absence in accordance with the terms and conditions of M.G.L., c. 41, §111F. Sick leave incentive time shall not be accrued during any time which an officer is out on injured on duty status.

**Item 19: Dispatch Coverage**

Bargaining unit members who have successfully completed all City of Gardner public safety dispatcher training components may work unfilled dispatcher shifts when available.

**Item 20: Coaching**

Bargaining unit members who are qualified through education and training are eligible to apply for and be hired as athletic coaches for the City of Gardner School Department. Coaching duties will be performed on the bargaining unit member's own time and will not conflict with his/her regular work schedule. Compensation will be a stipend set and paid for by the School Department.



**APPENDIX A**

In order to provide an equitable distribution of outside details and to expeditiously provide the police service to those desiring such, the following guidelines are established:

1. Details will be posted forty-eight (48) hours in advance whenever possible.
2. Once a bargaining unit employee is assigned a detail it is his/her responsibility. He will be charged with the detail whether he works it or not. He may work it, swap it or give it away. Failure to cover the detail will result in the assigned bargaining unit employee being charged with a refusal.
3. **Penalties for Refusal:** (Twelve (12) month period January to December).
  - (a) Any refusal -- will not receive a detail for one (1) month.
4. Bargaining unit employees requested to work details with less than forty-eight (48) hours notice will not be charged with a refusal if they refuse. However, if they accept the detail, it will be counted. All members of the bargaining unit desiring details shall sign a posted list. It will be assumed that bargaining unit employees not signing do not desire details. Bargaining unit employees may change their minds and request their names be placed on the lists at any time, however, they will be placed on the list equally to the highest Officer.

It is understood that, in order to provide equitable distribution of outside details between members of the Superior Officers' bargaining unit and the Patrolman's bargaining unit, the Chief of Police shall be responsible for impartially and equitably distributing such details between members of both units.

**APPENDIX B*****Superior Officers Wage Schedule  
07/01/2023 to 07/01/2025***

| <b>Grade A - No Degree</b> |                                     |                          |                          |                          |
|----------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Position</b>            |                                     | <b>07/01/2023<br/>2%</b> | <b>07/01/2024<br/>2%</b> | <b>07/01/2025<br/>2%</b> |
| <b>Sergeant</b>            |                                     |                          |                          |                          |
| 1AS                        | Step 1                              | \$68,870.45              | \$70,247.86              | \$71,652.82              |
|                            | Step 2<br>(5 to 9 Yrs of Service)   | \$72,237.47              | \$73,682.22              | \$75,155.86              |
|                            | Step 3<br>(10 to 14 Yrs of Service) | \$75,772.85              | \$77,288.31              | \$78,834.07              |
|                            | Step 4<br>(15 to 19 Yrs of Service) | \$79,484.99              | \$81,074.69              | \$82,696.18              |
|                            | Step 5<br>(20 to 24 Yrs of Service) | \$83,382.74              | \$85,050.39              | \$86,751.40              |
|                            | Step 6<br>(25+ Yrs of Service)      | \$87,475.38              | \$89,224.89              | \$91,009.39              |
| <b>Lieutenant</b>          |                                     |                          |                          |                          |
| 2AS                        | Step 1                              | \$74,873.61              | \$76,371.08              | \$77,898.50              |
|                            | Step 2<br>(5 to 9 Yrs of Service)   | \$78,540.79              | \$80,111.61              | \$81,713.84              |
|                            | Step 3<br>(10 to 14 Yrs of Service) | \$82,391.33              | \$84,039.16              | \$85,719.94              |
|                            | Step 4<br>(15 to 19 Yrs of Service) | \$86,434.40              | \$88,163.09              | \$89,926.35              |
|                            | Step 5<br>(20 to 24 Yrs of Service) | \$90,679.62              | \$92,493.21              | \$94,343.08              |
|                            | Step 6<br>(25+ Yrs of Service)      | \$95,137.10              | \$97,039.84              | \$98,980.64              |

**Grade B - Associates Degree**

| <b>Position</b> |                                     | <b>07/01/2023<br/>2%</b> | <b>07/01/2024<br/>2%</b> | <b>07/01/2025<br/>2%</b> |
|-----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Sergeant</b> |                                     |                          |                          |                          |
| 1BS             | Step 1                              | \$72,279.57              | \$73,725.16              | \$75,199.66              |
|                 | Step 2<br>(5 to 9 Yrs of Service)   | \$77,628.92              | \$79,181.50              | \$80,765.13              |
|                 | Step 3<br>(10 to 14 Yrs of Service) | \$83,336.34              | \$85,003.07              | \$86,703.13              |
|                 | Step 4<br>(15 to 19 Yrs of Service) | \$87,280.49              | \$89,026.10              | \$90,806.62              |
|                 | Step 5<br>(20 to 24 Yrs of Service) | \$91,568.00              | \$93,399.36              | \$95,267.35              |
|                 | Step 6<br>(25+ Yrs of Service)      | \$96,069.91              | \$97,991.31              | \$99,951.13              |

**APPENDIX B*****Superior Officers Wage Schedule  
07/01/2023 to 07/01/2025***

| <b>Grade B - Associates Degree (Cont.)</b> |                                     |                   |                   |                   |
|--------------------------------------------|-------------------------------------|-------------------|-------------------|-------------------|
| <b>Position</b>                            |                                     | <b>07/01/2023</b> | <b>07/01/2024</b> | <b>07/01/2025</b> |
|                                            |                                     | <b>2%</b>         | <b>2%</b>         | <b>2%</b>         |
| <b>Lieutenant</b>                          |                                     |                   |                   |                   |
| 2BS                                        | Step 1                              | \$78,586.63       | \$80,158.36       | \$81,761.53       |
|                                            | Step 2<br>(5 to 9 Yrs of Service)   | \$84,412.87       | \$86,101.13       | \$87,823.15       |
|                                            | Step 3<br>(10 to 14 Yrs of Service) | \$90,629.08       | \$92,441.66       | \$94,290.49       |
|                                            | Step 4<br>(15 to 19 Yrs of Service) | \$94,924.84       | \$96,823.34       | \$98,759.80       |
|                                            | Step 5<br>(20 to 24 Yrs of Service) | \$99,594.58       | \$101,586.47      | \$103,618.20      |
|                                            | Step 6<br>(25+ Yrs of Service)      | \$104,497.81      | \$106,587.77      | \$108,719.52      |

**Grade C - Bachelor's Degree**

| <b>Position</b> |                                     | <b>07/01/2023</b> | <b>07/01/2024</b> | <b>07/01/2025</b> |
|-----------------|-------------------------------------|-------------------|-------------------|-------------------|
|                 |                                     | <b>2%</b>         | <b>2%</b>         | <b>2%</b>         |
| <b>Sergeant</b> |                                     |                   |                   |                   |
| 1CS             | Step 1                              | \$75,772.85       | \$77,288.31       | \$78,834.07       |
|                 | Step 2<br>(5 to 9 Yrs of Service)   | \$83,197.13       | \$84,861.07       | \$86,558.29       |
|                 | Step 3<br>(10 to 14 Yrs of Service) | \$91,178.25       | \$93,001.82       | \$94,861.85       |
|                 | Step 4<br>(15 to 19 Yrs of Service) | \$95,075.99       | \$96,977.51       | \$98,917.06       |
|                 | Step 5<br>(20 to 24 Yrs of Service) | \$99,753.28       | \$101,748.35      | \$103,783.31      |
|                 | Step 6<br>(25+ Yrs of Service)      | \$104,664.45      | \$106,757.74      | \$108,892.89      |
|                 | <b>Lieutenant</b>                   |                   |                   |                   |
| 2CS             | Step 1                              | \$82,391.32       | \$84,039.15       | \$85,719.93       |
|                 | Step 2<br>(5 to 9 Yrs of Service)   | \$90,477.46       | \$92,287.01       | \$94,132.75       |
|                 | Step 3<br>(10 to 14 Yrs of Service) | \$99,170.05       | \$101,153.45      | \$103,176.52      |
|                 | Step 4<br>(15 to 19 Yrs of Service) | \$103,415.27      | \$105,483.58      | \$107,593.25      |
|                 | Step 5<br>(20 to 24 Yrs of Service) | \$108,509.55      | \$110,679.74      | \$112,893.34      |
|                 | Step 6<br>(25+ Yrs of Service)      | \$113,858.51      | \$116,135.68      | \$118,458.39      |

**APPENDIX B*****Superior Officers Wage Schedule  
07/01/2023 to 07/01/2025***

| <b>Grade D - Master's Degree</b> |                                     |                          |                          |                          |
|----------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Position</b>                  |                                     | <b>07/01/2023<br/>2%</b> | <b>07/01/2024<br/>2%</b> | <b>07/01/2025<br/>2%</b> |
| <b>Sergeant</b>                  |                                     |                          |                          |                          |
| <b>1DS</b>                       | Step 1                              | \$77,288.01              | \$78,833.77              | \$80,410.45              |
|                                  | Step 2<br>(5 to 9 Yrs of Service)   | \$85,495.13              | \$87,205.03              | \$88,949.13              |
|                                  | Step 3<br>(10 to 14 Yrs of Service) | \$94,333.57              | \$96,220.24              | \$98,144.65              |
|                                  | Step 4<br>(15 to 19 Yrs of Service) | \$98,973.74              | \$100,953.21             | \$102,972.28             |
|                                  | Step 5<br>(20 to 24 Yrs of Service) | \$103,845.92             | \$105,922.84             | \$108,041.30             |
|                                  | Step 6<br>(25+ Yrs of Service)      | \$108,961.71             | \$111,140.94             | \$113,363.76             |
| <b>Lieutenant</b>                |                                     |                          |                          |                          |
| <b>2DS</b>                       | Step 1                              | \$84,041.55              | \$85,722.38              | \$87,436.83              |
|                                  | Step 2<br>(5 to 9 Yrs of Service)   | \$92,980.30              | \$94,839.91              | \$96,736.70              |
|                                  | Step 3<br>(10 to 14 Yrs of Service) | \$102,606.66             | \$104,658.79             | \$106,751.97             |
|                                  | Step 4<br>(15 to 19 Yrs of Service) | \$107,660.50             | \$109,813.71             | \$112,009.98             |
|                                  | Step 5<br>(20 to 24 Yrs of Service) | \$112,967.01             | \$115,226.35             | \$117,530.88             |
|                                  | Step 6<br>(25+ Yrs of Service)      | \$118,538.87             | \$120,909.65             | \$123,327.84             |

**Item 1:** All members of the bargaining unit will receive additional compensation of ten (10%) percent of their hourly rate for each hour worked on the second or third relief (included alternate shifts 11:00 AM to 7:00 PM and 7:00 PM to 3:00 AM) and five (5%) percent of their hourly rate for each hour worked on the first shift (7:00 AM to 3:00 PM).

**Item 2:** Any member of the Bureau of Criminal Investigation (BCI) shall, receive in addition to the higher salary as a police officer, a five (5%) percent differential (to be calculated as 5% of their hourly rate), to be paid in addition to the compensation set forth above.

**Item 3:** Safety Officer shall receive a five (5%) percent differential (to be calculated as 5% of their hourly rate), to be paid in addition to the compensation set forth above.

**Item 4:** When a member of the bargaining unit is directed by the Chief of Police or his or her supervisor to perform training duties, additional compensation of two (2) hours of overtime per shift will be awarded for each shift training duties are performed. Bargaining unit members who perform training duties on the first shift (7:00 AM to 3:00 PM) and receive this benefit will not be eligible for the shift differential as defined in Item 1.

**Item 5:** Commencing July 1, 2016, for the purpose of calculating longevity based step increases, previous full time municipal police experience with another City and/or Town, upon confirmation, will be factored into the longevity years of service at one-half (1/2) a year for every full year of service (i.e., 8 years with the Town of Templeton will be equivalent to 4 years of service). Previous service as defined herein shall only be used for the stated purpose and will not be used for the calculation or assessment of any other benefit provided by the City (i.e., vacation time). Effective July 1, 2021, after fifteen (15) years of creditable service with the City, bargaining unit members will receive full credit for previous full time municipal police experience with another (1 year for 1 year).

**Item 6:** Effective 07/01/2022 bargaining unit members who work as the on-call BCI Commander shall receive a \$250.00 weekly stipend.

**Item 7:** Commencing July 1, 2022, the following stipends will be paid annually the first pay week in August:

- Scheduling Officer and Fleet Maintenance Officer: \$500.00

- Firearms Licensing, Firearms Instructor, Taser Instructor, SORBS officer CPR/First Aid Instructor Field Training Coordinator: \$750.00.

**Item 8:** Body Cameras - Upon the implementation by the City of a body camera policy and practice for the Police Department, inclusive of the drafting, review and acceptance of the appropriate policy language, an annual stipend calculated as 3% of the sergeant's first step pay rate (without the educational incentive). Upon the implementation of the Body Camera Policy an annual payment date will be established for this stipend.


**ARTICLE 17**  
**DURATION**

This Agreement and its provisions shall upon execution be effective from July 1, 2023, and continue in full force and effective until June 30, 2026. Either party may, on or before the 1st day of March 2026, give written notice to the other of its desire to extend or revise the Agreement during the period to commence July 1, 2026.

Either party may terminate this Agreement by such notice as is described above, any time, following the termination date set forth above by written notice one to the other, except that the no strike clause contained herein shall remain in force and effect until three (3) years from the date of execution of this Agreement.

In witness whereof, the parties hereto cause this instrument to be executed in their names and on their behalves by the duly authorized Officers thereto this 7th day of May, in the year 2024.


**FOR THE UNION:**

  
Matthew Arsenault, Union Steward  
Massachusetts Coalition of Police  
AFL-CIO, Local 400

*Ian Collins*

\_\_\_\_\_  
Ian Collins, Esquire  
Massachusetts Coalition of Police  
AFL-CIO, Local 400

**FOR THE CITY:**

  
Michael Nicholson, Mayor  
City of Gardner

## ***APPENDIX C***

### ***Modified Duty For Return To Work***

There are injuries or illness, which may be sustained on or off the job, which may permit a bargaining unit member to perform certain modified, and job-related duties which will improve the Department, provide meaningful work activities for the injured employee, and improve the employees' opportunity to achieve full psychological and physical recovery from the injury.

If after fifteen (15) calendar days, an officer is out on injury leave is unable to return to full duty status, the Chief, after review with the individual employee and the Union, may assign an officer who is recovering from a job-related sickness or injury to modified duty. This shall be done after review by the employee's physician and the City's physician, who shall have approved such modified duty, after having been provided with a written job description of the modified duty assignment. If unable to agree, a third physician from the appropriate medical specialty, agreed to by the employee's and the City's physician, shall, if he/she deems necessary, examine the employee and make a determination which shall be binding on both parties. The City would pay the third physician.

Employees experiencing injury or illness in a non-duty status shall participate in a modified duty program subject to the conditions of this agreement. Modified duty assignments shall also be made available for bargaining unit members who are pregnant.

A modified duty assignment may, by agreement of the Chief, the Union and the individual employee, begin prior to the normal fifteen (15) calendar day waiting period.

Once application for retirement is made, the employee shall return to his/her prior injury leave status or sick leave, whatever his/her status was prior to modified duty status. If the local retirement board denies his/her application, the employee shall return to modified duty only to fill the remainder of his/her one-year term and then shall revert to injury leave or sick leave, whatever his/her status was prior to modified duty status. (The one-year term shall not include that period of time that his/her application for retirement was pending.)

Benefits accruing to employees by law, Contract, and practice shall not be diminished by virtue of injured on duty or modified duty status.

The Chief will make modified duty assignments to minimize public contact, when practical given the individual's injury and/or physical constraints, and in any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the modified duty status.

Modified duty assignments shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned.

Modified duty shall not include driving of emergency vehicles.

The employee on modified duty shall be released by the Chief to attend physician appointments or therapy. Such requests for release shall not be unreasonably withheld.

Modified duty hours will be assigned by the Chief at his/her discretion, which will best serve the department's needs.

Employees on modified duty status shall be eligible for regular overtime opportunities as long as he/she is able to provide the appropriate supporting medical authorization and no more than one employee on modified duty status works on the same shift.

The following list of modified duty assignments may be modified by mutual consent of both the City and the Union.

#### *MODIFIED DUTY ASSIGNMENTS*

1. Administrative Officer: Shall assist with administrative tasks including paperwork and data filing.
2. House Officer: Shall assist dispatch with taking and entering calls. Shall provide advice to citizens entering the lobby seeking assistance. Shall assist victims with applying for and seeking restraining or harassment prevention orders at the station.
3. Investigative Assistant: Shall provide assistance to BCI at the direction of the LT. Detective in charge of the detective unit including: analyzing data,



search warrants and subpoena applications. Evidence processing at the station.

4. Community Policing Assistant: Shall provide light duties assigned to them at the discretion of the Lieutenant in command of the community policing unit.
5. Dispatch Duties: As noted in Appendix A, Item 1, Section J - Bargaining unit members who have successfully completed all City of Gardner public safety dispatcher training components may work unfilled dispatcher shifts when available.
6. Additional Duties: Any additional modified duty assignments if agreed upon by the Chief, Human Resources Director and officer on modified duty as long as the duties are in compliance with medical accommodations required.

Nothing in this Article shall preclude an employee from returning to regular duty or from returning from injury leave or sick leave to modified duty on the advice of his/her own physician.

In the event a bargaining unit member has a scheduled vacation during the course of time he/she is working on modified duty, although it is the preference of the City that the member utilize the vacation as scheduled, the member may request that he/she be allowed to reschedule vacation time. Said request shall be made to the Police Chief or his designee and must be presented with a valid reason for said request (i.e., member has scheduled a vacation which involves physical abilities of which he/she is not capable of utilizing due to the circumstances upon which his/her modified duty status is based upon). Police Chief shall not unreasonably withhold authorization.



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

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May 10, 2024

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

RECEIVED  
2024 MAY 10 AM 9:52  
CITY CLERK'S OFFICE  
GARDNER, MA

**RE: Free Cash Appropriation Request – Senior Center Repairs and Maintenance**

Dear Madam President and Councilors,

As we approach the end of the fiscal year, the Administration and the City Auditing Department are reviewing final overages that are looking to be covered for the remainder before the new fiscal year begins.

The attached appropriation request is being put forward to cover the cost of repairs that needed to be made to the existing Council on Aging Building on Pleasant Street that were incurred during the winter.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO THE COUNCIL ON  
AGING REPAIRS & MAINTENANCE EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Five Thousand Dollars and  
No Cents (\$5,000.00) from Free Cash to the Council on Aging Repairs & Maintenance  
Expense Account.



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

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May 10, 2024

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

RECEIVED  
2024 MAY 10 AM 9:52  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: Free Cash Appropriation Request – S Graves v City Lawsuit Acct.

Dear Madam President and Councilors,

As we approach the end of the fiscal year, the Administration and the City Auditing Department are reviewing final overages that are looking to be covered for the remainder before the new fiscal year begins.

The attached appropriation request is being put forward to cover the costs incurred by the City for the existing lawsuit between the City and Attorney Graves that is currently in Superior Court.

This brings the total appropriated into this account for this purpose to \$84,600.79.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO THE MAYOR'S UNCLASSIFIED – S. GRAVES VS CITY LAWSUIT EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Thirty Thousand Dollars and No Cents (\$30,000.00) from Free Cash to the Mayor's Unclassified – S. Graves vs City Lawsuit Expense Account.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

May 13, 2024

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

RE: An Ordinance to Amend the Code of the City of Gardner, Chapter 171, thereof entitled  
"Personnel" to change the compensation schedule, Exhibit E- Non-Union Personnel

Dear Madam President and Councilors,

Attached, please find the annual compensation ordinance, authorizing the annual compensation rates for our non-union personnel for the 2025 Fiscal Year.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 MAY 13 AM 11:25  
CITY CLERK'S OFFICE  
GARDNER, MA

**Amendment to City Code  
Chapter 171: Personnel  
Article XVI: Classification and Compensation  
§171-68  
Compensation Schedule**

**An amendment to §171-68 Compensation Schedule, 171b S**

A classification plan is hereby established for offices and positions in the service of the City, and establishing compensation grades thereof.

All appointive officers and all positions in the City of Gardner, except those filled by popular election and those under the direction and control of the School Committee, shall be classified into positions, groups, and grades according to their duties pertaining to each as herein provided.

CLASSIFICATION CLASS TITLE

| <u>Pay Grade</u> | <u>Class/Title</u>                                                                   |
|------------------|--------------------------------------------------------------------------------------|
| S-4              | Certified Pool Operator (Seasonal)                                                   |
| S-5              | Head Lifeguard (Seasonal)                                                            |
| S-6              | Lifeguard (Seasonal)                                                                 |
| T-4              | Temporary Seasonal Employees (Department of Public Works)                            |
| T-5              | Temporary Seasonal Recreational Playground Supervisor                                |
| T-6              | Temporary Seasonal Technical                                                         |
| GC-4             | Golf Course Laborers/Pro-Shop Assistants - Temporary Seasonal Employment             |
| GC-5             | Golf Course Groundsman                                                               |
| GC-6             | Golf Course Ranger                                                                   |
| GC-8             | Grounds Maintenance Man or Motor Equipment Repairman                                 |
| GC-9             | Working Foreman Grounds Maintenance Man or Working Foreman Motor Equipment Repairman |

The officers, positions, and classifications are hereby allocated and fixed into salary grades in accordance with the following schedule:

**A. DEPARTMENT HEADS**

| Position                                     | Grade | 07/01/24                    |                  |                   |
|----------------------------------------------|-------|-----------------------------|------------------|-------------------|
|                                              |       | Annual                      | Weekly           |                   |
| Building Commissioner                        | G-10  | \$87,558.74                 | \$1,683.82       |                   |
|                                              |       | \$350.00                    |                  |                   |
|                                              |       | \$87,908.74                 |                  |                   |
|                                              |       | <i>Masters</i>              | <i>Bachelors</i> | <i>Associates</i> |
| Chief of Police                              | G-13  | \$145,600.27                | \$139,818.06     | \$128,253.64      |
| City Assessor                                | G-9   | \$81,941.40                 | \$1,575.80       |                   |
| City Auditor                                 | G-10  | \$94,187.47                 |                  |                   |
|                                              |       | MGL c. 32, §20(6)           | \$3,500.00       |                   |
|                                              |       | Total Compensation          | \$97,687.47      |                   |
| City Clerk                                   | G-10  | \$89,309.91                 | \$1,878.61       |                   |
|                                              |       | MGL c. 41, §19F             | \$3,500.00       |                   |
|                                              |       | MGL c. 41, §19G             | \$550.00         |                   |
|                                              |       | Total Compensation          | \$93,359.91      |                   |
| City Collector/Treasurer                     | G-10  | \$94,187.47                 | \$1,795.38       |                   |
|                                              |       | MGL c. 32, §20              | \$300.00         |                   |
|                                              |       | Total Compensation          | \$94,487.47      |                   |
| City Engineer                                | G-11  | \$95,428.04                 | \$1,817.07       |                   |
| City Solicitor                               | G-10  | \$90,337.92                 | \$1,835.15       |                   |
| Council on Aging Director                    | G-6   | \$64,519.52                 | \$1,737.27       |                   |
| Director of Community Development & Planning | G-10  | \$76,336.06                 | \$1,240.76       |                   |
|                                              |       | City                        | \$76,336.06      |                   |
|                                              |       | GRA                         | \$27,550.80      |                   |
|                                              |       | Total Compensation          | \$103,886.86     |                   |
| Director of Cable Operations                 | G-6   | \$72,581.23                 | \$1,997.82       |                   |
| Director of Public Health                    | G-10  | \$78,827.12                 | \$1,395.79       |                   |
|                                              |       | Step 1                      | \$78,827.12      |                   |
|                                              |       | Article XI §171-45 Clothing | \$350.00         |                   |
|                                              |       | Total                       | \$79,177.12      |                   |

|        |                    |          |             |            |
|--------|--------------------|----------|-------------|------------|
| Step 2 |                    |          | \$83,374.84 | \$1,603.36 |
|        | Article XI §171-45 | Clothing | \$350.00    |            |
|        |                    | Total    | \$83,724.84 |            |
| Step 3 |                    |          | \$87,922.56 | \$1,690.82 |
|        | Article XI §171-45 | Clothing | \$350.00    |            |
|        |                    | Total    | \$88,272.56 |            |

**A. DEPARTMENT HEADS (Cont.)**

| Position                                    | Grade | 07/01/24           |              |              |              |              |
|---------------------------------------------|-------|--------------------|--------------|--------------|--------------|--------------|
|                                             |       | Annual             | Weekly       | Hourly       |              |              |
| Fire Chief                                  | G-12  | \$117,983.63       | \$115,983.63 | \$113,983.63 |              |              |
|                                             |       | Article X §171-44  | Holiday      | \$11,975.34  | \$11,772.34  | \$11,569.34  |
|                                             |       |                    | Total        | \$129,958.97 | \$127,755.97 | \$125,552.97 |
| Golf Course Driving Range/Superintendent    | G-9   | \$85,788.97        |              | \$1,649.79   |              |              |
|                                             |       | Article XI §171-45 | Clothing     | \$350.00     |              |              |
|                                             |       | Total              | \$86,138.97  |              |              |              |
| Human Resources Director                    | G-11  | \$96,354.87        |              | \$1,852.98   |              |              |
| Information Technology Director             | G-11  | \$107,457.64       |              | \$2,066.49   |              |              |
| Library Director                            | G-9   | \$84,488.49        |              | \$1,624.78   |              |              |
| Public Works Director                       | G-12  | \$112,141.58       |              | \$2,156.57   |              |              |
|                                             |       | Article XI §171-45 | Clothing     | \$350.00     |              |              |
|                                             |       | Total              | \$112,491.58 |              |              |              |
| Purchasing Agent/Civil Enforcement Director | G-10  | \$82,508.29        |              |              |              |              |
|                                             |       | MGL c. 148A, §5    |              | \$2,500.00   |              |              |
|                                             |       | Total Compensation | \$85,008.29  | \$1,634.77   |              |              |
| Veterans' Director                          | G-6   | \$64,991.14        |              | \$1,249.83   |              |              |

**B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS**

| Position                                      | Grade | 07/01/24           |             |            |         |
|-----------------------------------------------|-------|--------------------|-------------|------------|---------|
|                                               |       | Annual             | Weekly      | Hourly     |         |
| Airport Manager                               |       | \$26,790.30        | \$515.20    |            |         |
| Assistant City Clerk                          | G-3   | \$47,913.33        | \$921.41    | \$24.90    |         |
|                                               |       | Step 2 (5 Yrs)     | \$48,871.59 | \$939.84   | \$25.40 |
|                                               |       | Step 3 (10 Yrs)    | \$49,849.04 | \$958.64   | \$25.91 |
| Assistant City Auditor                        | G-4   | \$54,523.62        | \$1,048.53  | \$28.34    |         |
| Assistant City Engineer                       | G-8   | \$75,180.45        | \$1,445.78  |            |         |
| Assistant City Solicitor                      | G-3   | \$49,934.02        | \$960.27    |            |         |
| Assistant City Treasurer/Collector            | G-5   | \$59,795.13        | \$1,149.91  |            |         |
| Assistant Director of Community Development** | G-7   | \$3,745.19         |             |            |         |
|                                               |       | City               | \$3,745.19  |            |         |
|                                               |       | CDBG               | \$71,158.42 |            |         |
|                                               |       | Total Compensation | \$74,903.61 | \$1,440.45 |         |

**B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS (Cont.)**

| Position                                           | Grade | 07/01/24    |              |              |              |
|----------------------------------------------------|-------|-------------|--------------|--------------|--------------|
|                                                    |       | Annual      | Weekly       | Hourly       |              |
| Assistant Director of Public Health                | G-5   | \$59,795.11 | \$1,149.91   |              |              |
|                                                    |       | \$350.00    |              |              |              |
|                                                    |       | \$60,145.11 |              |              |              |
| Assistant Library Director                         | G-6   | \$65,453.39 | \$1,258.72   |              |              |
| Assistant Veteran's Service Agent                  |       | \$57,783.00 | \$1,111.21   |              |              |
| Senior Civil Engineer                              | G-9   | \$81,941.40 | \$1,575.80   |              |              |
|                                                    |       | \$350.00    |              |              |              |
|                                                    |       | \$82,291.40 |              |              |              |
| Conservation/Planning Agent                        | G-6   | \$66,115.63 | \$1,271.45   |              |              |
|                                                    |       | Masters     | \$126,294.75 | \$121,284.76 | \$111,264.78 |
| Deputy Chief of Police                             | G-11  |             |              |              |              |
| Director of Public Safety Regional Dispatch Center | G-9   | \$83,226.22 | \$1,600.50   |              |              |
|                                                    |       | \$350.00    |              |              |              |
|                                                    |       | \$83,576.22 |              |              |              |
| Economic Development Coordinator**                 | G-7   | \$65,453.39 | \$1,258.72   |              |              |
| Executive Secretary                                | G-4   | \$26.36     | \$53,277.43  | \$1,024.57   | \$27.69      |
| Executive Aide                                     |       | \$28.86     | \$58,341.84  | \$1,121.96   | \$30.32      |
| GIS Coordinator                                    | G-5   |             | \$80,239.58  | \$1,543.07   |              |
| Golf Professional                                  | G-6   |             | \$1,435.54   | Weekly       |              |



|                      |     |         |             |        |            |         |
|----------------------|-----|---------|-------------|--------|------------|---------|
| Golf Pro Manager     | G-6 |         | \$1,236.98  | Weekly |            |         |
| Local Inspector      | G-6 |         | \$67,591.04 |        | \$1,299.83 |         |
|                      |     |         | \$350.00    |        |            |         |
|                      |     |         | \$67,941.04 |        |            |         |
| Producer             | G-2 |         | \$59,726.61 |        | \$1,148.59 |         |
| IT Systems Manager   | G-6 |         | \$71,490.13 |        | \$1,374.81 |         |
| Electrical Inspector | G-6 | \$33.44 | \$67,584.16 |        | \$1,299.70 | \$35.13 |
|                      |     |         | \$350.00    |        |            |         |
|                      |     |         | \$67,934.16 |        |            |         |
| Plumbing Inspector   | G-6 | \$33.44 | \$36,531.98 |        | \$702.54   | \$35.13 |
|                      |     |         | \$350.00    |        |            |         |
|                      |     |         | \$36,881.98 |        |            |         |

**B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS (Cont.)**

| Position | Grade |
|----------|-------|
|----------|-------|

|                             |     |  |             |  |          |         |
|-----------------------------|-----|--|-------------|--|----------|---------|
| Transfer Station Supervisor | G-3 |  | \$51,667.13 |  | \$993.60 | \$24.84 |
|                             |     |  | \$350.00    |  |          |         |
|                             |     |  | \$52,017.13 |  |          |         |

| 07/01/24 |  |        |        |
|----------|--|--------|--------|
| Annual   |  | Weekly | Hourly |

Civil Defense Director  
Sealer of Weights & Measures

| Annual      | Monthly  |
|-------------|----------|
| \$10,275.91 | \$856.33 |
| \$10,465.80 | \$872.15 |

**C. NON-UNION STAFF POSITIONS**

**Position**  
Business Manager - DPW  
Prevention Coordinator  
Domestic Violence Advocate  
Food/Housing Inspector

| 07/01/24    |            |         |
|-------------|------------|---------|
| Annual      | Weekly     | Hourly  |
| \$41,270.99 | \$793.67   | \$41.77 |
| \$54,920.12 | \$1,056.16 | \$26.40 |
| \$21,852.48 | \$420.24   | \$21.01 |
| \$52,530.00 | \$1,010.19 | \$27.30 |

Administrative Assistant  
Administrative Coordinator  
Administrative Clerk

| 07/01/24 (Hourly) |         |         |                |                |  |
|-------------------|---------|---------|----------------|----------------|--|
| Step 1            | Step 2  | Step 3  | Step 4 (5 Yrs) | Step 5(10 Yrs) |  |
| \$18.96           | \$22.86 | \$23.32 | \$23.78        | \$24.26        |  |
| \$18.27           | \$21.02 | \$21.44 | \$21.86        | \$22.19        |  |
| \$17.46           | \$19.89 | \$20.29 | \$20.69        | \$21.10        |  |

Animal Shelter Attendant  
Budget/Project Manager\*\*

City \$15.75  
GRA \$1.22  
CDBG \$0.72  
Total Compensation \$25.60

Building Maintenance Craftsman  
Building Maintenance Technician  
Council on Aging Coordinator  
Data Collector  
Financial Administrator  
Financial Clerk  
Parking Meter Clerk  
Production Assistant  
Transfer Station Monitor

|  |         |         |         |
|--|---------|---------|---------|
|  | \$20.27 | \$22.87 | \$25.48 |
|  | \$18.53 | \$21.05 | \$23.56 |
|  | \$16.00 | \$16.50 |         |
|  | \$16.00 |         |         |
|  | \$19.66 | \$21.61 | \$23.78 |
|  | \$17.81 | \$19.59 | \$21.30 |
|  | \$18.65 |         |         |
|  | \$16.56 |         |         |
|  | \$16.07 | \$17.15 | \$18.22 |

**C. NON-UNION STAFF POSITIONS (Cont.)**

Golf Pro Shop Supervisor  
Grounds Maintenance Worker  
Mechanic  
Working Foreman - Grounds  
Maintenance Worker  
Working Foreman - Mechanic

| 07/01/24 (Hourly) |         |         |
|-------------------|---------|---------|
| Step 1            | Step 2  | Step 3  |
| \$15.77           | \$16.38 | \$17.00 |
| \$18.55           | \$20.40 | \$22.58 |
| \$18.55           | \$20.40 | \$22.58 |
| \$22.81           |         |         |
| \$22.81           |         |         |

**Library Department Positions**

Staff Librarian  
Senior Library Technician  
Library Technician  
Library Clerical Staff

|  |         |         |
|--|---------|---------|
|  | \$24.49 |         |
|  | \$22.31 |         |
|  | \$21.04 |         |
|  | \$15.76 | \$16.28 |

Certified Pool Operator/  
Head Lifeguard

|     |         |
|-----|---------|
| S-4 | \$24.76 |
|-----|---------|

|                                        |      |         |         |
|----------------------------------------|------|---------|---------|
| Certified Pool Operator/Lifeguard      |      | \$20.80 |         |
| Election Warden                        |      | \$17.00 |         |
| Election Inspector                     |      | \$15.00 |         |
| Election Clerk                         |      | \$16.00 |         |
| Golf Course Laborer/Pro Shop Assistant | GC-4 | \$15.50 |         |
| Golf Course Groundsman                 | GC-5 | \$16.50 |         |
| Golf Course Ranger                     | GC-6 | \$15.50 |         |
| Head Life Guard                        |      | \$17.86 | \$18.91 |
| Lifeguard                              | S-6  | \$16.50 |         |

**D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS**

| Position | Grade |
|----------|-------|
|----------|-------|

| 07/01/24 (Hourly) |        |       |
|-------------------|--------|-------|
| Step 1            | Step 2 | Step3 |

|                                          |     |          |                             |         |
|------------------------------------------|-----|----------|-----------------------------|---------|
| Assistant Recreation Director            |     | \$26.25  |                             |         |
| Recreation Season Coach                  |     | \$750.00 | Annual (per sport & season) |         |
| Recreational Playground Supervisor (T-5) |     | \$17.50  | \$18.25                     |         |
| Recreational Support Staff               |     | \$15.50  |                             |         |
| Special Detail Police Officer            |     | \$53.00  |                             |         |
| Temporary Seasonal Laborer               | T-4 | \$15.75  | \$16.25                     | \$16.75 |
| Temporary Seasonal Technical             | T-6 | \$17.00  |                             |         |

\*\*Compensation increase contingent upon positive evaluation of oversight commission, Board or individual (Mayor or City Council) with the approval of the Mayor.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

May 7, 2024

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

RE: An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled  
 "Administrative Legislation."

Dear Madam President and Councilors,

During my Inaugural Address that I delivered on January 4, 2024, I stated the following:

*"To begin this review, earlier this week, I directed our City Department Heads and the Chairs of all of our Boards and Commissions to review our City Ordinance Code - both general and zoning - and to submit any changes that could be made to improve the way we operate in the City. These changes will first be reviewed by my administration with a final version submitted to the City Council as a comprehensive package for consideration later this year."*

The attached ordinance proposal is the first of those packages, dealing with Part 1 of the City Code, known as "Administrative Legislation."

Respectfully submitted,

Michael J. Nicholson  
 Mayor, City of Gardner

RECEIVED  
 MAY - 8 PM 3:18  
 CITY OF GARDNER  
 OFFICE OF THE CLERK

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, PART 1,  
THEREOF ENTITLED, "ADMINISTRATIVE LEGISLATION"**

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

**SECTION 1:** Chapter 13 of the Code of the City of Gardner, entitled "Council on Aging" be deleted in its entirety.

**SECTION 2:** Chapter 22 of the Code of the City of Gardner, entitled "Assessing Department," be deleted in its entirety.

**SECTION 3:** Chapter 31 of the Code of the City of Gardner, entitled "Building Department," be deleted in its entirety.

**SECTION 4:** Chapter 34 of the Code of the City of Gardner, entitled "Capital Improvement Planning Committee," be deleted in its entirety.

**SECTION 5:** Chapter 39 of the Code of the City of Gardner, entitled "Cemetery Commission," be deleted in its entirety.

**SECTION 6:** Chapter 45 of the Code of the City of Gardner, entitled "City Council," be deleted in its entirety.

**SECTION 7:** Chapter 50 of the Code of the City of Gardner, entitled "Community Development and Planning," be deleted in its entirety.

**SECTION 8:** Chapter 62 of the Code of the City of Gardner, entitled "Disability Commission," be deleted in its entirety.

**SECTION 9:** Chapter 75 of the Code of the City of Gardner, entitled "Emergency Management," be deleted in its entirety.

**SECTION 10:** Chapter 87 of the Code of the City of Gardner, entitled "Fire Department," be deleted in its entirety.

**SECTION 11:** Chapter 92 of the Code of the City of Gardner, entitled "Flags," be deleted in its entirety.

**SECTION 12:** Chapter 106 of the Code of the City of Gardner, entitled "Historical Commission," be deleted in its entirety.

**SECTION 13:** Chapter 110 of the Code of the City of Gardner, entitled "Holidays," be deleted in its entirety.

**SECTION 14:** Chapter 113 of the Code of the City of Gardner, entitled "Human Resources Department," be deleted in its entirety.

**SECTION 15:** Chapter 118 of the Code of the City of Gardner, entitled "Information Technology Department," be deleted in its entirety.

**SECTION 16:** Chapter 140 of the Code of the City of Gardner, entitled "Law Department," be deleted in its entirety.

**SECTION 17:** Chapter 152 of the Code of the City of Gardner, entitled "Municipal Golf Course Commission," be deleted in its entirety.

**SECTION 18:** Chapter 156 of the Code of the City of Gardner, entitled "Municipal Grounds Commission," be deleted in its entirety.

**SECTION 19:** Chapter 160 of the Code of the City of Gardner, entitled "Officers and Employees," be deleted in its entirety.

**SECTION 20:** Chapter 182 of the Code of the City of Gardner, entitled "Planning Board," be deleted in its entirety.

**SECTION 21:** Chapter 193 of the Code of the City of Gardner, entitled "Police Department," be deleted in its entirety.

**SECTION 22:** Chapter 217 of the Code of the City of Gardner, entitled "Department of Public Works," be deleted in its entirety.

**SECTION 23:** Chapter 221 of the Code of the City of Gardner, entitled "Purchasing/Civil Enforcement Department," be deleted in its entirety.

**SECTION 24:** Chapter 252 of the Code of the City of Gardner, entitled "Seal," be deleted in its entirety.

**SECTION 25:** Chapter 264 of the Code of the City of Gardner, entitled "Survey Department," be deleted in its entirety.

**SECTION 26:** Chapter 275 of the Code of the City of Gardner, entitled "Traffic Commission," be deleted in its entirety.

**SECTION 27:** Chapter 290 of the Code of the City of Gardner, entitled "Youth Commission," be deleted in its entirety.

**SECTION 28:** Chapter 298 of the Code of the City of Gardner, entitled "Airport," be deleted in its entirety.

**SECTION 29:** That a new Chapter 2 be added to the Code of the City of Gardner, to be entitled "Seal and other Emblems of the City," as follows:

**Section 1: City Seal.**

A. The Seal of the City of Gardner shall be a circle two inches in diameter having in the center a representation of Colonel Thomas Gardner with sword in hand; in the background Crystal Lake and Monadnock Mountain; within the inner circle, five small circles, the one at the top enclosing a chair, the ones on the sides each enclosing the letter "W," the one at the bottom at the left enclosing the letter "A" and the one at the bottom at the right enclosing the letter "T"; and in the margin the inscription "Gardner, A Town June 27, 1785, A City January 1, 1923," the whole to be arranged according to the impression hereto annexed.

B. Deeds.

a. All deeds given by the City shall be sealed with the City Seal and shall be signed and acknowledged in behalf of the City by the Mayor.

C. Use of Seal.

a. The City Clerk shall be keeper of the City Seal but shall permit the Mayor or any other City officer to affix the same to any document to which the Seal is required to be affixed.

**Section 2. Flag of the City of Gardner**

A. Description

a. The Flag of the City of Gardner shall consist of a navy-blue rectangular field bearing on either side a representation of the Seal of the City of Gardner in white.

**SECTION 30:** That a new "PART II" be added, to be entitled "LEGISLATIVE BRANCH" be added to include Chapter 3 and Chapter 4, with the current, "PART II: GENERAL LEGISLATION" section be re-numbered accordingly as "PART III"

**SECTION 31:** That a new Chapter 3 be added to the Code of the City of Gardner to be entitled, "City Council," as follows:

**Article 1: Meetings:****Section 1: Regular Meetings.**

A. Regular meetings of the City Council of the City of Gardner shall be held as follows: the first and third Mondays of January, February, March, April, May, June, September, October, November, and December and on the first Mondays of July and August. Whenever a meeting falls on a legal holiday, the meeting shall be held the following night at the same time.

- B. All regular meetings shall be called at 7:30 p.m. in the Council Chamber in the City Hall. In the event a public emergency or other condition renders it impracticable for the Council to hold a meeting on the day of a scheduled meeting, or in the City Hall, the Council President, upon consultation with at least two other Councilors, may direct the meeting be held on another day or at such other location that encourages maximum public participation.
- C. All matters of every description to be presented at the regular meeting of the City Council shall be filed with the Clerk of the Council not later than 12:00 noon on Thursday preceding the meeting, and the City Clerk shall prepare a calendar of matters for consideration, a list of papers laying on the table and such other matters as they may deem necessary and shall cause the same to be distributed among the members of the City Council prior to each regular meeting; the Council may by a vote of at least 2/3 of its members admit any matter for consideration at any meeting, pursuant to all requirements of the General Laws of the Commonwealth.
- D. In the event a regular meeting falls on the evening of a state or City primary or election, the meeting shall be held on the following day at the scheduled time.

## **Section 2: Special meetings.**

- A. Special meetings of the City Council may be called by the President or shall be called at any time upon the written request therefor being made to the City Clerk by at least two members of the Council.
- B. At a special meeting of the Council no business shall be taken up which is not mentioned in the call of that meeting; provided, however, that any matter not so mentioned in the call of the meeting may be taken up if at least 2/3 of all the members of the Council vote affirmatively in favor of admitting the matter for consideration at that special meeting and that no such matter shall be finally disposed of at that session except by the affirmative vote of 2/3 of all the members of the Council and then only as provided by Section 28 of the City Charter, and the provisions of the General Laws of the Commonwealth.

## **Article II: Legal Counsel**

### **Section 3: Legal counsel.**

- A. The City Council shall have the authority to retain independent legal counsel of its own selection from time to time by majority vote, and legal counsel shall be a member of the Bar of the Commonwealth of Massachusetts in good standing.

- B. Legal counsel shall assist the City Council in the preparation and formulation of legislation and in the rendering of opinions concerning legal matters, either of a substantive or procedural nature, the provisions of the Code of the City of Gardner notwithstanding.
- C. Any invoice or charge for payment from said legal counsel shall be paid from the City Council budget.

**SECTION 32:** That a new Chapter 4, be added to the Code of the City of Gardner to be entitled, “Legislative Departments.”

**Section 1: Office of the City Clerk**

- A. There shall be an Office of the City Clerk established, overseen by the City Clerk, as defined by the City Charter.
- B. The City Clerk may appoint two Assistant City Clerks for terms of three years, subject to confirmation by the City Council, who shall be sworn to the faithful performance of duty and, in the absence of the City Clerk, may perform those duties and have the powers and be subject to the requirements and penalties applicable to that office.
- C. Nothing contained herein shall be construed to prevent the reappointment of an Assistant City Clerk upon the expiration of the term of office.

**SECTION 33:** That a new “PART III” be added, to be entitled “EXECUTIVE BRANCH” to include Chapter 5 through Chapter 7.

**SECTION 34:** That a new Chapter 5 be added to the Code of the City of Gardner to be entitled, “Executive Departments,” as follows:

**Section 1: Assessing Department**

- A. Department Established
  - a. An Assessing Department in the City of Gardner is hereby established under the charge of a board of three Assessors.
  - b. The City Assessor shall serve full time as an Assessor and employee of the City of Gardner.

**Section 2: Building Department**

- A. Building Commissioner

The position of Building Commissioner is hereby established and shall be a full-time position. The appointment of said Building Commissioner shall be made by



the Mayor, subject to confirmation by the City Council, and the Building Commissioner shall hold said position for a term of three years from the date of confirmation by the City Council or until his successor is duly appointed and qualified. The duties of said Building Commissioner shall be those set forth in MGL c. 143.

## B. Electrical Inspection Division

### a. Division Established

An Inspection of Wires Division of the Building Department is hereby established, the affairs of which shall be conducted by an officer known as the "Inspector of Wires," and such officer is hereby designated as the officer required by MGL c. 166, § 32. The Inspector of Wires shall also perform the duties heretofore performed by the Superintendent of Fire Alarm Telegraph and shall have charge of the police signal system. Said Inspection of Wires Division and the Inspector of Wires shall be subject to the authority of the Mayor and the Building Commissioner, and, for fire alarm superintendent related activities, the Inspector of Wires shall report to the Building Commissioner and confer with the Fire Chief.

### b. Electrical Inspector

The Mayor shall appoint, subject to recommendation of the Building Commissioner and confirmation by the City Council, an Inspector of Wires, who shall be appointed for a term of three years. The Inspector of Wires shall be a journeyman electrician licensed in Massachusetts. He shall keep an accurate record of the transactions of his office and shall report the same to the Building Commissioner on a monthly basis, to be reported to the Mayor in January of each year.

## C. Plumbing and Gas Inspection Division

### a. Division and Position Established

The position(s) of Inspector of Gas Piping and Gas Appliances is hereby created.

### b. Duties

The Inspector of Gas Piping and Gas Appliances shall perform such duties as may be required in enforcing the rules and regulations established by authority of the Massachusetts Code for Installation of Gas Appliances and Gas Piping, as presently in force, and as may be amended and in force from time to time.

c. Plumbing Inspector to Serve

The Plumbing Inspector(s) of the City shall be the Inspector(s) of Gas Piping and Gas Appliances. Said Plumbing Inspector(s) and Inspector(s) of Gas Piping and Gas Appliances shall be subject to the authority of the Mayor and the Building Commissioner.

d. Appointment, Term of Office

The Plumbing Inspector(s) and Inspector(s) of Gas Piping and Gas Appliances shall be appointed by the Mayor, subject to confirmation by the City Council, and shall hold said position for a term of three years from the date of confirmation by the City Council or until his successor is duly appointed and qualified.

**Section 3: Department of Community Development and Planning**

A. Department Established; Director

- a. There shall be established in the City of Gardner a Community Development and Planning Department to be administered by a Director.
- b. The Director shall be appointed by the Mayor, subject to confirmation by the City Council, and shall be appointed for a term of three years, except that the first such term shall expire two years from enactment of this chapter. Said Director shall hold office until his successor is appointed. Said Director may be removed from office in the same manner as department heads as provided by Section 8 of the City Charter. Said Director shall report to the Mayor and City Council and shall appear before the City Council whenever requested to do so.

**Section 4: Engineering Department**

A. Department established; appointment of City Engineer.

An Engineering Department is hereby established. It shall be under the charge and control of a graduate certified civil engineer who shall have the title of "City Engineer." The City Engineer shall be appointed by the Mayor, subject to confirmation by the City Council, and shall be appointed for a term of three years.

B. Department responsibilities.

The Engineering Department shall be responsible for the following:

- A. Whenever any petition for laying out, making public, widening, altering, relocating, grading or discontinuing any way is presented to the Mayor and City Council, it

shall be the duty of the Engineering Department to prepare a plan and estimate showing the probable cost of said work apportioned to the several estates liable for the same, together with the estimated cost of other assessable improvements, such as sewers and sidewalks, that may reasonably be necessitated by such proposed alteration, said cost likewise being apportioned to the respective estates. Said plan and estimate shall be furnished complete with the names and addresses of the owners of the several estates and the amounts assessable upon each of them.

- B. The Engineering Department shall have charge and custody of all plans of streets, sidewalks and bridges belonging to the City; it shall enter in a book to be kept for that purpose the names of all streets that shall be accepted, laid out and established by the City Council, with the boundaries and measurements thereof, the names of the owners of the land, if known, over or through which said streets or ways are located, and the estates bounding and abutting thereon; and shall keep a record of all sidewalks that are now or may be hereafter laid out or established by the City Council, the width, height and grade of the same, stating the boundaries and measurements thereof, with the date of such laying out.
- C. To inspect all streets and ways being constructed under the Subdivision Control Law to ascertain whether said construction complies with plans filed pursuant to the Planning Board regulations, City ordinances and state statutes and to give to the Planning Board a report of its inspection prior to the release of any bond posted by the developer constructing said street and prior to the approval of said street by the Planning Board.
- D. Planning Board Engineer.

Provide technical assistance to the Planning Board as required, including attendance at meetings one or two evenings per month. Duties will include:

- i. Review of site plans and subdivision plans, with particular emphasis on drainage and stormwater management. Prepare cost estimates where the developer must post bond or security in order to insure completion of infrastructure.
  - ii. Inspect subdivision infrastructure (drainage, sanitary sewers, water mains, roads and sidewalks) during construction and submit periodic reports to the Planning Board.
  - iii. Develop stormwater management practices and policies for subdrainage basins within the City.
- E. Zoning Board of Appeals/Conservation Commission reviews.

At the request of the Zoning Board of Appeals/Conservation Commission review applications to the above bodies, with particular attention to potential effects on

public underground utilities or streets and sidewalks. Provide technical advice and/or guidance when necessary to the public interest.

F. Infiltration/Inflow Coordinator.

Maintain records of all sanitary sewer and manhole inspections and repairs/rehabilitation which result in reduction of infiltration and/or inflow to the City's sanitary sewer system. Quantify estimates of flow reduction due to these efforts and prepare and submit semiannual reports to the Department of Environmental Protection.

G. Construction administration.

Oversee construction contracts being performed directly for the Department of Public Works, based on plans and specifications prepared by the Engineering Department. This task will include construction inspection and field documentation of as-built quantities and locations. This task will involve supervision of the City Engineer or other designee.

**Section 5: Fire Department**

A. Personnel

The Fire Department of the City of Gardner shall consist of a Fire Chief, a Fire Captain, Lieutenants, and such fire privates and other support personnel as the Mayor, with the approval of the City Council, shall from time to time deem necessary, subject to appropriation.

B. Appointments.

Subject to the following, all appointments to the Fire Department shall be made by the Fire Chief.

C. Fire Chief

- a. The Fire Chief shall be appointed by the Mayor, subject to confirmation by the City Council, and shall be the head of the Fire Department, and shall have full and absolute control and command of the Department, its firefighters and members and other officers when engaged in the fire service of the City, or when assigned by him to any special duty. The Chief shall also have control of all City property used by the Fire Department and shall have all other authorities and responsibilities as provided by law.
- b. The Chief shall be appointed for a term of three years, shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012 providing for such exemption, and shall meet such minimum

qualifications for said position as the Mayor, with the approval of the City Council, shall from time to time establish.

### **Section 6: Human Resources Department**

#### A. Department Established; Director

- i. There shall be established in the City of Gardner a Human Resources Department to be administered by a Director.
- ii. The Director shall be appointed by the Mayor, subject to confirmation by the City Council, and shall be appointed for a term of three years. Said Director shall hold office until his/her successor is appointed and confirmed. Said Director may be removed from office in the same manner as department heads as provided by Section 8 of the City Charter. Said Director shall report to the Mayor and City Council and shall appear before the City Council whenever requested to do so.

### **Section 7: Information Technology Department**

#### A. Department Established; Director

- i. There shall be established in the City of Gardner an Information Technology Department to be administered by a Director.
- ii. The Information Technology Director (the "Director") shall be appointed by the Mayor, subject to confirmation by the City Council, and shall be appointed for a term of three years. Said Director shall hold office until his/her successor is appointed and confirmed. Said Director may be removed from office in the same manner as department heads as provided by Section 8 of the City Charter. Said Director shall report to the Mayor and City Council and shall appear before the City Council whenever requested to do so.

### **Section 8: Law Department**

#### A. Department Established

- i. There shall be established in the City of Gardner a Law Department to be administered by the City Solicitor with the assistance of an Assistant City Solicitor, if one has been appointed.
- ii. Said officers shall be members of the Bar of the Commonwealth of Massachusetts in good standing.
- iii. The City Solicitor shall be appointed as provided by the provisions of Section 6 of the City Charter. The Assistant City Solicitor shall be appointed by the Mayor,

subject to confirmation by the City Council, for a term of one year. Said City Solicitor and Assistant City Solicitor may be removed from office as provided by Section 8 of the City Charter.

- iv. The City Solicitor and Assistant City Solicitor may be full time employees of the City or may be contracted law firms subject to the appropriations authorized by the City Council in the City's annual operating budget, with the same appointment approval methods listed in this section for the City Solicitor and Assistant City Solicitor.

#### B. Issuance of Written Legal Opinions

The Law Department shall furnish written legal opinions when so requested by the Mayor, City Council by vote of the Council or request of the City Council President, the chairperson of a City committee upon vote of that committee, or the head of any City Department with the approval of the Mayor.

### **Section 9: Police Department**

#### A. Department Established

The Police Department of the City of Gardner shall consist of a Chief of Police, a Deputy Police Chief, Lieutenants, Sergeants and such subordinate officers, patrol officers and other support personnel as the Mayor, with the approval of the City Council, shall from time to time deem necessary by formal adoption of an Official Table of Organization for the Police Department and to be made part of the Operational Manual. Such Department may be augmented by a reserve police force in accordance with the provisions of the General Laws of the Commonwealth.

#### B. Chief of Police; Deputy Chief of Police

- i. The Chief of Police shall be the head of the Police Department and shall have immediate control and command of the Department, its officers and members, and all constables and other officers when engaged in the police service of the City, or when assigned by him to any special duty. The Chief shall also have immediate control of all City property used by the Police Department. The Chief shall be appointed for a term of three years, shall be exempt from the provisions of MGL c. 31 in accordance with Chapter 416 of the Acts of 1991 providing for such exemption and shall meet such minimum qualifications for said position as the Mayor, with the approval of the City Council, shall from time to time establish. The Chief of Police shall be the Keeper of the Lockup in compliance with MGL c. 40, § 35.
- i. The Deputy Chief of Police shall be appointed for a term of three years, shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012 providing for such exemption, and shall meet such

minimum qualifications for said position as the Mayor, with the approval of the City Council, shall from time to time establish.

C. Special Police Officers

- i. The City of Gardner may employ a person in police duty only when such duty is absolutely essential to its regular services as an employee of the City.
- ii. Special Police Officers will be compensated at the current collective bargaining rate for patrol/superior officers.

D. Traffic Control Unit

- i. The City of Gardner may employ a person in police duty in the traffic control unit, when such duties are deemed to be needed by the Chief of Police.
- ii. Traffic Control Officer will be compensated at the current collective bargaining rate for patrol/superior officers.

E. Civilian Public Safety Dispatch Division

- i. The Chief of Police shall oversee all dispatch operations for the City.
- ii. The Division shall be run by a director who shall be appointed by the Chief of Police.
- iii. The Division may employ all full and part time dispatchers as deemed necessary to execute the functions of the division.

**Section 10: Department of Public Works**

A. Department established; duties of Director.

- a. There shall be established in the City of Gardner a Department of Public Works administered by a Director.

B. Aside from all duties outlined in the job description of the Director, they shall also:

- a. The Director shall have all the duties and powers vested in the separate boards and commissions and any amendments thereto and shall succeed to all rights, privileges, duties and liabilities of said separate boards and commissions.
- b. Meet when requested by the City Council Public Service Committee.

C. The Director shall have the power to make rules and regulations for the governing of the Department of Public Works and sections thereof and shall attend to the

proper enforcement of the same. The Director shall have jurisdiction over the sections and over each member of each section. The Director shall sign all vouchers for the Department of Public Works.

- D. In the event that the Director is absent from the City, he shall notify the City Auditor in writing of the person designated by the Director to assume his responsibilities during his absence.

**Section 11: Purchasing and Civil Enforcement Department**

A. Purpose.

There is hereby established in the administrative service of the City of Gardner the Purchasing/Civil Enforcement Department and, in said Department, the position of City Purchasing Agent/Civil Enforcement Director, hereinafter referred to as "Director."

B. General authority of Director.

- i. The Purchasing Agent/Civil Enforcement Director shall direct, supervise and have control of the Purchasing/Civil Enforcement Department.
- ii. The Purchasing Agent/Civil Enforcement Director shall have all powers and duties prescribed by this chapter and the positions job description on file in the City's Department of Human Resources and shall serve as the City's Chief Procurement Officer (CPO) and Affirmative Marketing Construction Officer.
- iii. The Purchasing Agent/Civil Enforcement Director shall be responsible for all purchases and contractual services and all sales of property.
- iv. The Purchasing Agent/Civil Enforcement Director shall be responsible for the tracking, recordkeeping and collection of parking, animal control and civil violations and act as the Parking Clerk.
- v. The Purchasing Agent/Civil Enforcement Director shall serve as the City's Municipal Hearing Officer.

C. Purchasing.

Except as herein provided or specifically authorized by the Purchasing Agent/CPO, it shall be unlawful for any City employee or City official to purchase any supplies or services other than through the Purchasing Department and in accordance with this chapter.

D. Sale or disposal of personal or real property.



- i. The head of the department, board or commission in possession of the surplus supplies shall certify, in writing, the estimated value, determined through a commercially reasonable process. The Chief Procurement Officer shall decide upon the most appropriate method of disposal, including direct sale, quotes, or donations and the decision should be based upon the best interest of the City of Gardner. No tangible property shall be sold or otherwise disposed of without the written approval of the head of the department, board or commission as well as the City Council committee or School Committee subcommittee having charge of matters concerning such department, board or otherwise and with the written approval of the Mayor.
- ii. Real property shall be declared surplus by a vote of the City Council, with the approval of the Mayor, following the determination of value. No real estate, whether the same is controlled by any department, board or otherwise, shall be sold or otherwise disposed of except with the approval of the City Council and Mayor.

E. Award of contract.

- i. The Purchasing Agent shall have the authority to award contracts within the purview of this chapter and shall have the authority to determine responsibility of bidders.
- ii. The Purchasing Agent shall have the authority to declare vendors as irresponsible bidders and to disqualify them from receiving any orders or contract awards from the municipality.

F. Tie bids.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder, "local bidder" defined as having its corporate/home office in the City Gardner. If no local bidder exists, the Purchasing Agent shall award the contract to one of the tie bidders by drawing lots in public.

G. Bid protests.

Upon receipt of a written protest of an award made by the Chief Procurement Officer, the matter shall be reviewed by the Chief Procurement Officer and a determination made to:

- i. Reject the bid protest on grounds the protest fails to prove a violation of the Massachusetts Uniform Procurement Act and continue with the award of a contract; or

- ii. Uphold the bid protest on grounds the protest proves a violation of the Massachusetts Uniform Procurement Act and conduct a new procurement.

H. Cooperative purchasing.

The Purchasing Agent shall have the authority to join other units of government (federal, state, county, municipal and municipal subdivisions, including such quasi-municipal agencies as water districts, sewer districts, etc.) in cooperative purchasing plans when the best interest of the City would be served thereby and such action is in accordance with and pursuant to prevailing General Laws.

I. Other duties of Purchasing Agent.

The Purchasing Agent shall perform such other duties related to the functions, duties and authorities set forth herein as may be prescribed by the Mayor or any applicable state or local laws and ordinances.

J. Chief Procurement Officer.

The Chief Procurement Officer shall conduct requests for proposals, including oversight of the solicitation, opening and evaluation of proposals and award of contract, in accordance with the authority delegated by MGL c. 30B.

K. Affirmative Marketing Construction Officer.

The Affirmative Marketing Construction Officer shall serve as the City's liaison with the Supplier Diversity Office and be responsible for all reporting in compliance with MGL c. 93.

L. Municipal Hearing Officer.

The Municipal Hearing Officer shall conduct local hearings of code violations pursuant to and in compliance with MGL c. 148A (Code Enforcement Officer). The Municipal Hearing Officer shall conduct such hearings using formal rules established under MGL c. 148A and shall render a written decision to the appropriate parties.

**Section 12: Senior Center**

A. Department Established, Director

- i. There shall be a Senior Center overseen by the Senior Citizens Director, who shall be appointed by the Mayor, subject to confirmation by the City Council for a term of three years.

- ii. The Senior Citizens' Director shall report directly to the Mayor and shall have the duty and responsibility of working with the Council on Aging and various state and federal elder affairs agencies in providing programs and services for the elderly, shall be responsible for preparing the annual budget and shall plan all programs and activities for the senior citizens of the City of Gardner.

**SECTION 35:** That a new Chapter 6 be added to the Code of the City of Gardner to be entitled, "Board and Commissions," as follows:

**Section 1: Airport Commission**

A. Establishment and Membership

There shall be an Airport Commission, consisting of not less than three (3) nor more than eleven (11) members.

B. Issuance of Fees and Charges

The Airport Commission shall have the authority, with the approval of the City Council and the Mayor, to institute a system of charges and fees for use of the Gardner Municipal Airport.

**Section 2: Bandstand Committee**

A. Establishment

There is hereby established under this section the Community Bandstand Committee, which shall exist and be operated hereunder for the purpose of implementing seasonal programs to be conducted in the City's parks, including but not limited to summer musical concerts and other community entertainment events at the Bandstand located in Monument Park, as well as at the City's other parks, at the City's other municipal grounds and at other appropriate locations in the City.

B. Membership

The Community Bandstand Committee shall consist of no less than three (3) members. One (1) of the members appointed to the Community Bandstand Committee shall be a member of the Municipal Grounds Commission, to carry out the purposes of this section.

C. Donations to Committee

- i. The Community Bandstand Committee may receive donations and gifts of property, both real and personal, in the name of the City to further the purposes as set forth in this section. Upon receipt of any such donation or gift, the Community Bandstand Committee shall

provide each such gift or donation to the Treasurer, who shall deposit same into an account to be created and named the "Community Bandstand Committee Program Fund." All funds in such Community Bandstand Committee Program Fund shall be used for the purposes set forth in this section.

- ii. In accordance with the General Laws of the Commonwealth, the Community Bandstand Committee shall from time to time submit a listing of all donations and gifts received by the Committee for acceptance by majority vote of the City Council.

### **Section 3: Board Of Assessors**

#### **A. Board established.**

- i. 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 majority vote of the City Council.
- ii. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council.
- iii. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office.
- iv. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof. Failure to be sworn in after

#### **B. Appointment of Members**

- i. The Mayor shall appoint members to serve for the term of three years following the expiration of the terms as hereinbefore outlined.
- ii. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council.
- iii. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office
- iv. Each year at its first meeting the Board shall organize and elect a Chairperson.

#### **C. Duties**

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. Employment Status

The City Assessor shall serve full time as an Assessor, while the other two members shall be part-time Assessors.

E. Abatements

The Board shall meet with any person filing an application for abatement or his attorney upon request for such a meeting.

**Section 4: Board Of Health**

A. Establishment and Membership

- i. There shall be a Board of Health consisting of three (3) members, one of whom shall be a physician, for a period of three (3) years.
- ii. No members of the Board of Health shall be members of the City Council.
- iii. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council.
- iv. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office
- v. Each year at its first meeting the Board shall organize and elect a Chairperson.

**Section 5: Board Of Registrars Of Voters**

A. Establishment and Membership

Per the provisions of the General Laws of the Commonwealth, there shall be a Board of Registrars of Voters consisting of three (3) members and the City Clerk shall serve as its fourth (4th) voting member.

**Section 6: Capital Improvement Planning Committee**

A. Committee Established, Membership

There shall be established in the City of Gardner a Capital Improvement Planning Committee. Members shall consist of the Council President and/or designee(s), the City Engineer, the Director of Community Development and Planning, the City Treasurer, the Director of Public Works, the City Purchasing Agent/Civil Enforcement Director, the City Auditor, and the School Department Business

Manager, all of whom shall serve ex officio. The Committee shall choose its own officers.

B. Review of Projects

a. The Committee shall study proposed capital projects and improvements involving major nonrecurring tangible assets and projects which:

- i. Are purchased or undertaken at intervals of not less than five years;
- ii. Have a useful life of at least five years; and
- iii. Cost over \$25,000.

b. All officers, boards and committees shall, by November 1 of each year, give to the Committee, on forms prepared by it, information concerning all anticipated projects requiring City Council action during the ensuing six years. The Committee shall consider the relative need, impact, timing, and cost of these expenditures and the effect each will have on the financial position of the City.

c. No appropriation shall be voted for a capital improvement requested by a department, board, or commission unless the proposed capital improvement is considered in the Committee's report or the Committee shall first have submitted a report to the City Council explaining the omission.

C. Capital Improvement Budget and Program

The Committee shall prepare an annual report recommending a capital improvement budget for the next fiscal year and a capital improvement program, including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Mayor for consideration and approval. The Mayor shall submit the approved capital budget to the City Council for adoption.

D. Expenditures

Such capital improvement program, after its adoption, shall permit the expenditures on projects included therein of sums from departmental budgets for surveys, architectural or engineering advice, options or appraisals, but no such expenditure shall be incurred on projects which have not been so approved by the City through the appropriation of sums in the current year or in prior years, or for preliminary planning for projects to be undertaken more than five years in the future.

E. Publication of Report and Budget

The Committee's report and the Mayor's recommended capital budget shall be published and made available in a manner consistent with the distribution of the Mayor's budget recommendations to the City Council. The Committee shall submit its original report to the City Clerk.

### **Section 7: Cemetery Commission**

- A. Commission established; membership; appointment.
- i. There shall be established a Cemetery Commission for the City of Gardner consisting of five members, legal voters of said City, who shall be appointed by the Mayor, subject to confirmation by the City Council, as follows: the Mayor shall immediately appoint one person to serve until the expiration of two years and two to serve until the expiration of one year from the first day of March 1980 and thereafter annually shall appoint one or two persons, as the case may be, to serve for the term of two years from the first day of March following the expiration of the terms as hereinbefore outlined.
  - ii. 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.
  - iii. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.
- B. Meetings, minutes and records.
- i. The Commission shall meet annually in March each year to organize and elect a Chairperson and Secretary. The Commission shall hold monthly meetings each month during the course of the year.
  - ii. The Secretary shall keep accurate minutes and records of all meetings of the Commission.
- C. Duties; perpetual care funds.
- i. The Commission shall have sole control over and responsibility for the management of perpetual care funds pursuant to MGL c. 114, § 19, and MGL c. 44, § 54.

- ii. Said Commission shall be charged with keeping full and complete records concerning such perpetual care funds and render to the Mayor and the City Council as often as may be required by them a full report concerning such perpetual care funds under its control during the period reported on.
- iii. Said Commission shall advise the Director of Public Works and the Municipal Grounds Commission as to the supervision, care and upkeep of all public cemeteries within the City of Gardner and as to the proper expenditure of the perpetual care funds under the control of said Commission.

### **Section 8: Council On Aging**

#### **A. Establishment.**

A Council on Aging is hereby established.

#### **B. Membership; terms of office.**

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 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 the discharge of their duties, members shall be sworn to the faithful discharge thereof.

#### **C. 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.

#### **D. Private nature of certain information.**

The names, addresses, telephone numbers, or other identifying information about elderly persons in the possession of the Council shall not be public records, but the use of these records shall comply with MGL c. 19A, §§ 14 to 24, inclusive, as a condition of receiving a government contract, program grant or other benefit, or as otherwise required by law.

### **Section 9: Disability Commission**



A. Commission Established

There shall be established, pursuant to MGL c. 40, § 8J, a Disability Commission for the City of Gardner consisting of seven members, legal voters of said City, who shall be appointed by the Mayor, subject to confirmation by the City Council, as follows: the majority of said Commission members shall consist of disabled persons, and one of such members shall be a member of the immediate family of a disabled person, and one member of said Commission shall be either an elected or appointed official of the City.

a. Terms of Membership

The terms of the first members of said Commission shall be for one, two, or three years and so arranged that the term of 1/3 of the members expires each year, and their successors shall be appointed for terms of three years each. Any member of said Commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

B. Officers, meetings and records.

The Commission shall meet once annually to organize and elect a Chairperson, Vice Chairperson, Treasurer, and Clerk. The Chairperson of the Commission shall be chosen by a majority vote of said Commission members. The Commission shall hold monthly meetings each month of the year. It shall keep accurate records of its meetings and actions and shall file an annual report.

C. Powers and duties.

The Commission shall have the following powers and duties:

- i. Its purpose shall be to develop and carry out programs which may be designed or established to meet the opportunities, challenges, and problems of the disabled of the City and in conjunction with any agency of the federal government.
- ii. The Commission may appoint such clerks or other employees as it may from time to time require, subject always to appropriation of funds therefor.
- iii. The Commission may receive gifts of property, both real and personal, in the name of the City, subject to the approval of the City Council, such gifts to be managed and controlled by said Commission for the purposes of this section.

## **Section 10: Golf Commission**

### **A. Commission Established**

A Municipal Golf Course Commission is hereby established.

### **B. Membership; terms of office.**

The Municipal Golf Course Commission shall consist of seven members, including a Chairperson and Secretary, legal voters of said City, who shall be appointed by the Mayor, subject to confirmation by the City Council, as follows: the Mayor shall immediately appoint one person until the expiration of one year, two to serve until the expiration of two years, and two to serve until the expiration of three years from the first day of May 1990 and thereafter annually shall appoint their successors for terms of three years each from the first day of May then next ensuing. A vacancy occurring may be filled at any time for the unexpired term by the Mayor, subject to confirmation by the City Council.

### **C. Membership in lieu of Compensation**

A Golf Commissioner shall receive a free family membership as defined in the family membership fee schedule of the Golf Course Commission each year while serving on the Commission. The free membership shall be subject to taxation pursuant to the Internal Revenue Code.

### **D. Meetings**

The Commission shall meet annually in January of each year to organize and to elect a Chairperson and Secretary. The Commission shall hold bimonthly meetings each month during the course of each year, except that monthly meetings shall be held during the months of July and August.

### **E. Duties.**

The Commission shall, subject to the regulations and orders of the Department of Public Works and Board of Health with reference to the management, improvement and control thereof for the purpose of preserving and protecting the water supply, have complete charge of the operation, improvement and maintenance of the Municipal Golf Course and all such other properties and activities as may hereafter be placed under its jurisdiction and control by the Mayor with the approval of the City Council. The Golf Course Commissioners shall have the authority to annually institute a system of charges and fees for use of the Municipal Golf Course. The charges and fees so to be charged are to be published in the Gardner News, upon their being determined, prior to the date the same are to take effect.

F. Appointees of the Golf Commission.

- i. The Commission shall, as soon as practicable after the qualification of its members, appoint such superintendent, officer or officers, agents and employees as it may deem necessary and shall have the power to remove said appointees for cause.
- ii. The appointees shall perform such duties as shall be required of them by said Commission.

**Section 11: Historical Commission**

A. Commission Established

There is hereby established, under the provisions of MGL c. 40, § 8D, an Historical Commission of the City of Gardner for the purposes and with the rights and duties provided by law, to be composed of seven members appointed by the Mayor, subject to confirmation by the City Council, for terms of three years, except that the initial appointment shall be two members for one year, two members for two years, and three members for three years. One member may be chosen from one of the surrounding communities.

**Section 12: Planning Board**

A. Board Established and membership

A Planning Board is hereby established. The Planning Board, hereinafter called the "Board," shall consist of up to nine persons.

B. Powers and duties.

The Board shall have all the powers and duties imposed and conferred by MGL c. 41, §§ 81A to 81GG, inclusive, and acts in amendment thereof and in addition thereto.

C. Appointment; vacancies; compensation.

- a. The Mayor shall appoint the members of the Board whose term of office shall commence on January 1 of the year in which they are appointed and confirmed to serve a term of three years.
- b. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office.

- c. Any vacancy occurring in the Board, occurring otherwise than by expiration of term of office, shall be filled for the unexpired term in the same manner as an original appointment.

### **Section 13: Zoning Board Of Appeals.**

#### **A. Board Established, Authority**

The Zoning Board of Appeals, hereinafter called the "Board," shall consist of five persons, up to four of which are residents of Gardner and shall be appointed by the Mayor, subject to confirmation by the City Council. The Zoning Board of Appeals established under Chapter 675, Zoning, of this Code is hereby constituted the Zoning Board of Appeals as provided in MGL c. 41, § 81Z. The Zoning Board of Appeals shall have all the powers and duties imposed and conferred by MGL c. 41, §§ 81Z and 81AA, as well as all other powers and duties imposed and conferred on the Zoning Board of Appeals by said MGL c. 41, §§ 81A to 81GG.

### **Section 14: Traffic Commission**

#### **A. Commission Established**

There shall be established in the City of Gardner a Traffic Commission.

#### **B. Membership**

Members shall consist of the Chief of Police or his designee, as Chairperson, a member of the Council's Public Safety Committee as designated by the Chairperson of that Committee, the City Engineer, the Director of Public Works, the Director of Community Development and Planning, and the Civil Enforcement Director, all whom shall serve ex officio.

#### **C. Placement of official traffic signs and signals.**

The Director of Public Works, under supervision of the Traffic Commission, is hereby authorized and it shall be his duty to place and maintain or cause to be placed and maintained all official traffic signs and signals, markings and safety zones. All signs, signals, markings and safety zones shall conform to the standards as prescribed by the Highway Division of the Massachusetts Department of Transportation.

#### **D. Meetings; duties.**

The Traffic Commission shall meet regularly, not less often than quarterly.

- E. Among its duties the Traffic Commission shall:
- i. Make recommendations to the City Council, supported by engineering studies and reports when necessary, regarding changes required to the Chapter 600, Vehicles and Traffic, of this Code.
  - ii. Monitor all traffic-related issues, from signs to major project proposals.
  - iii. Actively pursue state or federal grants for street improvements (including curbing, pedestrian crossings, and signalization).
  - iv. Improve traffic on a regional basis, working with and supporting endeavors of the Montachusett Regional Planning Commission (MRPC), with an active member (appointed by Mayor for a three-year term) to be part of the MRPC.

## SECTION 15: YOUTH COMMISSION

### A. Commission established

There shall be established, pursuant to MGL c. 40, § 8E, a Youth Commission for the City of Gardner consisting of no more than seven members, one of whom shall be a currently elected City Councillor, who shall be appointed by the Mayor, subject to confirmation by the City Council.

B. The Mayor shall immediately appoint two persons to serve until the expiration of one year, two persons to serve until the expiration of two years and three persons to serve until the expiration of three years, and the successors shall be appointed for a term of three years each. Any member of a Commission so appointed may, after a public hearing, if requested, be removed for cause by the Mayor. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term in the same manner as an original appointment. Nothing contained herein shall be construed to prevent the reappointment of any member upon the expiration of his term of office.

C. Before entering upon the discharge of their duties, the members shall be sworn to the faithful discharge thereof.

### D. Meetings, records and annual report.

The Commission shall meet once annually to organize and elect a Chairperson, Vice Chairperson, Treasurer and Clerk. The Commission shall hold monthly meetings each month of the year. It shall keep accurate records of its meetings and actions and shall file an annual report.

### E. Powers and duties.

The Commission shall have the following powers and duties:

- a. Its purpose shall be to develop and carry out programs which may be designed or established to meet the opportunities, challenges and problems of youth of the City and in conjunction with any similar or related programs of any agency of the commonwealth or any agency of the federal government.
- b. The Commission may appoint such clerks or other employees as it may from time to time require, subject always to appropriation of funds therefor.
- c. The Commission may receive gifts of property, both real and personal, in the name of the City, subject to the approval of the City Council, such gifts to be managed and controlled by the Commission for the purposes set forth in Subsection A above.

**SECTION 36:** That a new Chapter 6 be added to the Code of the City of Gardner entitled “Personnel, Appointments, and Employment,” as follows:

**Section 1: Compensation**

The salaries and compensation of any City employee who receives compensation and any other employees of any of the departments, boards, committees, and commissions shall be established in the ordinances designating salaries and wages for the City employees.

**Section 2: Appointment**

Subject to the provisions of the Charter of the City of Gardner and the General Laws of the Commonwealth, all those appointed to positions in the City shall be appointed by the Mayor, subject to confirmation by majority vote of the City Council, unless otherwise stated.

**Section 3: Oath of Office**

Failure by anyone duly appointed and confirmed by majority vote of the City Council, Mayor, Joint Convention, Fire Chief, or other appointing authority as designated by law, to take their respective oath of office within sixty (60) days of the date on which their appointment was confirmed by majority vote of the City Council shall be considered forfeiture of the office and shall be deemed a vacancy in the position.

**Section 4: Temporary Appointments**

In case of a vacancy in any office, appointment to which is made by the Mayor, which vacancy is caused by the incapacity, death, resignation or expiration of the

term of the incumbent, the filling of which is not provided for by law, the Mayor, without confirmation by the City Council, shall appoint a temporary officer to serve until a successor to such incapacitated, deceased or resigned officer, or officer whose term has expired, is duly appointed and qualified in accordance with law, but no such temporary officer shall in any event be appointed hereunder to serve for a period longer than 90 days.

### **Section 5: Powers and Duties of Temporary Officers**

Except as otherwise provided by the General Laws, City Charter or other ordinance, any temporary officer so appointed shall, during the time he fills the position to which he is appointed under this article, exercise all the powers and perform all the duties of the officer in whose place he serves.

### **Section 6: Job Descriptions**

- A. All positions in the City shall have a job description outlining the duties of the position on file in the City's Human Resources Department.
- B. Any changes made to the job description of a position of a Department Head must first be approved by majority vote of the City Council before becoming effective.

**SECTION 37:** Chapter 171 of the Code of the City of Gardner, thereof entitled "Personnel," be amended by replacing the title as "Non-Union Employees" and renumbered as Chapter 7.

**SECTION 38:** Section 2 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Conduct of Examination," be amended by deleting the phrase, "or the department head" from the section.

**SECTION 39:** Section 3 of Chapter 171 of the Code of the City of Gardner, thereof entitled, "Report" be deleted in its entirety and replaced with the following:

Section 3: The employment candidate cannot commence employment until the Human Resources Department has received the pre-employment screening report clearing the candidate for full duty and/or identifying appropriate and applicable reasonable accommodations.

**SECTION 40:** Section 6 of Chapter 171 of the Code of the City of Gardner, thereof entitled, "Compensation for Blasting Services" be deleted in its entirety.

**SECTION 41:** Section 8 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Summons to be presented to Department Head," be amended by adding the following sentence to the end of the section:

The summons and/or jury duty service confirmation shall be submitted to the Human Resources Department to be maintained in the employee's personnel file.

**SECTION 42:** Section 12 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Compensation," be deleted in its entirety and replaced with the following:

Section 12: During such time as the employee is out on an authorized civic duty leave or unable to perform their duties, upon the submission of the proper civic duty service confirmation document(s) to the Human Resources Department, the City will pay the employee the difference between the wages earned on such civic duty leave and the salary or wages to which the employee would have been entitled to for the regular performance of their duties. In the event the employee receives no compensation for their civic duty service, the City will pay the employee their full wages for the time spent serving said civic duty in lieu of performing their duties for the City.

**SECTION 43:** Section 13 of the Code of the City of Gardner, thereof entitled “Effect on Vacation,” be deleted in its entirety and replaced with the following:

Section 13: Employees are allowed to roll over twice as much as their annual vacation allotment. An employee who at the end of the year has in excess of the authorized accrued vacation carry over as a result of being summoned for jury duty service shall be entitled to carry over the accrued vacation time that exceeds the authorized roll over benefit. The excess vacation time must be taken within the year it was allowed to be carried over into.

**SECTION 44:** Section 14 of Chapter 171 of the Code of the City of Gardner, entitled “Holidays Designated,” be deleted in its entirety and replaced with the following:

Section 14: Holidays Designated

A. All full time and regular part-time City employees, not covered by a collective bargaining agreement shall be granted holidays with pay at the rate fixed for such employees respectively on each of the following twelve (12) legal holidays:

1. New Year’s Day
2. Martin Luther King Day
3. Presidents Day
4. Patriots Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous Peoples Day/Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

B. Sunday holidays shall be celebrated the following Monday. Saturday Holidays shall be celebrated on the preceding Friday.



- C. Employees who work a schedule other than a Monday through Friday Schedule and the holiday falls on a non-work day, shall be given a day in lieu to be taken on a day approved by the employee's department director.
- D. All full-time and regular part-time City employees, not covered by a collective bargaining agreement, shall have the Friday after Thanksgiving as a day off, but not as a designated holiday.

**SECTION 45:** Section 15 of Chapter 171 of the Code of the City of Gardner, entitled "Compensation for Working on a Holiday" be deleted in its entirety and replaced with the following:

Section 15: In the event that a non-exempt employee shall be required to work on a holiday, their compensation shall be at two (2) times their regular straight-time pay for all hours worked on such holiday. The employee may elect to earn compensatory time for the time worked on the holiday (1 hour worked equivalent to 2 hours of compensatory time) to be reported to the Human Resources Department for accrued time benefit tracking.

**SECTION 46:** Section 17 of Chapter 171 of the Code of the City of Gardner, entitled "Credit and Use of Sick Days," be deleted in its entirety and replaced with the following:

Section 17: Sick days shall be credited to employees on January 1<sup>st</sup> of each year. Employees may carry an unlimited number of unused sick days at the end of the year into the next year. Sick time shall not be used in less than one (1) hour increments.

**SECTION 47:** Section 18 of Chapter 171 of the Code of the City of Gardner, entitled "Doctor's Certification," be deleted in its entirety and replaced with the following:

Section 18: An employee that has been absent from work due to an illness or injury and/or the use of non-occupational sick leave for three (3) or more consecutive days at one time must present a medical note to their department director. This note shall be attached to the weekly benefit time reports. A doctor's note may also be required if a department head and/or the Director of Human Resources has reasonable cause to believe that the employee may be abusing their non-occupational sick time.

**SECTION 48:** Section 21 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Payment for accumulated sick leave upon death of employee" be deleted in its entirety and replaced with the following:

Section 21: For employees hired before October 17, 1995, in the event that the employee shall die prior to retirement, if the employee has accumulated sick leave, shall be granted pay for such accumulation not to exceed fifty (50)

full days of pay, plus an additional fifty percent (50%) of the daily rate for accumulated days over and above the first fifty (50) days, not to exceed a total of one hundred thirty (130) days paid (equivalent to ninety (90) full days of total pay.- 50 full days and 80 at 50%) Payment shall be paid to the estate of said deceased employee.

**SECTION 49:** Section 23 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Sick Leave Incentive Time,” be deleted in its entirety and replaced with the following:

Section 23: Commencing effective January 1, 2024, employees that do not call in sick and/or use sick leave in a calendar month shall earn four (4) hours per month of sick leave incentive time (not defined as vacation or personal time). The use of sick leave incentive time is subject to the approval of the department director. Employees may carry over up to twelve (12) hours of sick leave incentive time between years.

**SECTION 50:** Section 24 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Annual Report; Notification of Absence Due to Illness,” be deleted in its entirety and replaced by the following:

Section 24: On or about July 1<sup>st</sup> of each year, the Human Resources Department will provide the Mayor and the City Auditor a fiscal report of all sick leave accumulated and used by all City employees eligible for this benefit. Each employee will notify their department director each morning by 8:30 a.m. when they are going to be absent from work due to illness or injury.

**SECTION 51:** Section 25 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Grant of Leave,” be deleted in its entirety and replaced with the following:

Section 25: Grant of Leave

- A. A full-time and regularly part-time employees, not covered by a collective bargaining agreement, shall be granted bereavement leave without loss of regular straight-time pay for normally scheduled working hours as follows:
- 1) Five (5) consecutive days for the death of an immediate family member of the employee, which shall include a spouse, parent, step-parent, sibling, step sibling, children, step-children, or a person living in the immediate household of the employee.
  - 2) Three (3) consecutive days for the death of family members of the employee, which shall include parent of spouse or grandparent.

- 3) Two (2) consecutive days for an employee's niece, nephew, sibling in-law, child in-law, aunt, or uncle.
- B. If there is a delay in scheduling services, the employee may request a delay in their use of this benefit until that time. This request should be directed to the employee's department director.
- C. For the purposes of this section, miscarriage of pregnancy shall be an eligible use for bereavement leave as defined in the schedule of time previously listed.

**SECTION 52:** Section 25(B) of Chapter 171 of the Code of the City of Gardner, thereof entitled "Full-time employees," be amended by deleting the sentence, "but in no event shall longevity pay for any such employee exceed \$1,050 in any fiscal year."

**SECTION 53:** Section 27(a) of Chapter 171 of the Code of the City of Gardner, thereof entitled "Part-time Employees," be deleted in its entirety and replaced with the following:

Section 27: Part – Time Employees

- A. Any regular part-time employee of the City that is not covered by a collective bargaining agreement, except those under the control of the School Department and officials elected by the voters of the City, who have been employed for at least five (5) continuous and consecutive years of service and has worked at least 1,000 hours each year of service, shall receive, in addition to their regular compensation, longevity pay of \$75 during the first year that such service is attained and each fiscal year thereafter.
- B. Such employee shall receive an additional \$15 per year for each additional year of part-time continuous and consecutive service with the City.

**SECTION 54:** Section 30 of the Code of the City of Gardner, thereof entitled "Grant of Personal Days," be deleted in its entirety and replaced with the following:

Section 30: Grant of Personal Days

- a. Regular full-time and part-time employees, not covered by a collective bargaining agreement, except officials elected by the voters of the City, shall be granted four (4) personal days (equivalent to 32 hours) per calendar year at the employee's normal straight-time pay for normally scheduled hours. A personal day for part-time employees will be equal to one-fifth (1/5) of the employee's regular work week.
- b. Upon termination, resignation, or retirement, the annual allotment of personal time for the year in which the employee's employment ends shall be prorated quarterly from the date the employee's employment ends as follows:

1. January 1<sup>st</sup> to March 31<sup>st</sup>: three (3) days
2. April 1<sup>st</sup> to June 30<sup>th</sup>: two (2) days
3. July 1<sup>st</sup> to September 30<sup>th</sup>: one (1) day

**SECTION 55:** Section 31(B) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Use of Personal Days,” be amended by replacing “half day” with “one (1) hour.”

**SECTION 56:** Section 32 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Crediting of Personal Days,” be amended by adding the phrase, “Personal Time cannot be carried over from year to year” at the end of the section.

**SECTION 57:** Section 33 of Chapter 171 of the Code of the City of Gardner, thereof entitled “New Employees,” be deleted in its entirety and replaced with the following:

Section 33: New Employees

Newly hired employees shall be granted personal leave according to the following schedule:

| First Day of Employment  | Number of Personal Days |
|--------------------------|-------------------------|
| January 1 to March 31    | 4                       |
| April 1 to June 30       | 3                       |
| July 1 to September 30   | 2                       |
| October 1 to December 31 | 1                       |

**SECTION 58:** Article IX of Chapter 171 of the Code of the City of Gardner, thereof entitled “Vacations for City Officers and Employees,” be amended by deleting the words “City Officers and” from the title.

**SECTION 59:** Section 34 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Police Officers,” be amended by deleting the title and replacing the title with “Deputy Chief of Police.”

**SECTION 60:** Section 34 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Police Officers,” be amended by replacing the phrase, “All police officers of the City of Gardner, not covered by a collective bargaining agreement,” with the phrase “The Deputy Chief of Police.”

**SECTION 61:** Section 35 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Firefighters,” be deleted in its entirety.

**SECTION 62:** Section 36 of Chapter 171 of the Code of the City of Gardner, thereof Entitled “Other full-time officers and employees,” be amended by replacing the title of the section with the following: “Full-time Employees.”

**SECTION 63:** Section 36 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Other full-time officers and employees,” be amended by removing the phrase “All other employees or officers,” from the first sentence.

**SECTION 64:** Section 36 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Other full-time officers and employees,” be deleted in its entirety and replaced with the following:

Section 36: City Employees, except those provided for by law and those covered by a collective bargaining agreement, regularly employed full-time by the City shall be granted an annual vacation without loss of pay as follows:

- A. Regularly employed for one (1) to four (4) years shall be entitled to three (3) weeks or 15 working days.
- B. Regularly employed for five (5) to nine (9) years shall be entitled to four (4) weeks or 20 working days
- C. Regularly employed for ten (10) to fourteen (14) years shall be entitled to five (5) weeks or 25 working days
- D. Regularly employed for fifteen (15) to nineteen (19) years shall be entitled to six (6) weeks or thirty (30) working days
- E. Regularly employed for twenty (20) years or more shall be entitled to seven (7) weeks or thirty five (35) working days.

**SECTION 65:** Section 37 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Other Part-time officers and employees,” be amended by replacing the title with “Part-time Employees.”

**SECTION 66:** Section 37 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Other Part-time Officers and Employees,” be amended by removing the word “other” from the first sentence.

**SECTION 67:** Section 40 of Chapter 171 of the Code of the City of Gardner, thereof entitled “New Employees,” be deleted in its entirety and replaced with the following:

Section 40: New full-time employees will earn one(1) day per month up to ten (10) days per calendar year. This day will be credited the last day of each month. The new employee shall continue to earn vacation in this manner until the first anniversary date of benefited employment when they shall be credited with the difference between the number of days of vacation days they have earned up until such date, and ten (10) vacation days. This vacation time will only be allowed upon completion of a period of three (3) months of employment with the City of

Gardner. In no event shall a new employee be eligible for more than ten (10) days of vacation per calendar year.

**SECTION 68:** Section 42 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Minimum Increments,” be amended by replacing the phrase “half day” with “hour.”

**SECTION 69:** Article X of Chapter 171 of the Code of the City of Gardner, thereof entitled, “Salaries of Police and Fire Personnel,” be deleted in its entirety.

**SECTION 70:** Section 44 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Compensation in Lieu of Paid Holidays,” be deleted in its entirety.

**SECTION 70:** Section 45 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Compensation Established,” be deleted in its entirety and replaced with the following:

Section 45: Compensation Established

In addition to the provisions of the salary ordinance, the following full-time personnel shall receive compensation to be paid annually as follows:

- A. The Fire Chief shall receive \$1,250.00 for the upkeep and purchase of uniforms, equipment, and footwear.
- B. The Chief of Police and Deputy Chief of Police shall receive \$1,250.00 for the upkeep and purchase of uniforms, equipment, and footwear.
- C. The following shall receive \$500.00 annually for the upkeep and purchase of clothing, gear, and/or footwear:
  - Building Commissioner
  - Director of Public Health
  - Director of Public Works
  - City Engineer
  - Golf Course Superintendent
  - Transfer Station Supervisor
  - Transfer Station Monitor
  - Golf Grounds Maintenance Staff
  - Golf Grounds Maintenance Working Foreman
- D. The following shall receive \$650.00 annually for the upkeep and purchase of clothing, gear, and/or footwear:
  - Golf Motor Equipment Working Foreman

- Golf Motor Equipment Repairmen

**SECTION 72:** Section 47 of Chapter 171 of the Code of the City of Gardner, thereof entitled “New Employees,” be deleted in its entirety and replaced with the following:

Section: 44: New Employees

Any newly appointed full-time employee as referenced above shall receive clothing/uniform allowance prorated quarterly for the balance of the remaining fiscal year at the time of their appointment.

**SECTION 73:** Section 52 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Department Heads,” be amended by replacing “Council on Aging Director,” with “Senior Center Director.”

**SECTION 74:** Section 52 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Department Heads,” be amended by adding “Director of Cable Operations” above “Director of Community Development and Planning.”

**SECTION 75:** Section 50(B) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Benefit Time Off Requests and Reporting,” be deleted in its entirety and replaced with the following:

B. A Department Head will contact the Mayor’s Office and Director of Human Resources via email each morning by 8:30 a.m. when they are going to be absent from work due to illness.

**SECTION 76:** Section 53(A) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Vacation,” be deleted in its entirety.

**Section 77:** Section 53(B) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Vacation,” be deleted in its entirety and replaced with the following:

All Department Heads as defined earlier in this Chapter, shall be granted an annual vacation without loss of pay as follows:

- Regularly employed for one (1) to four (4) years shall be entitled to Four (4) weeks or twenty (20) working days.
- Regularly employed for five (5) to nine (9) years shall be entitled to five (5) weeks or twenty-five (25) working days
- Regularly employed for ten (10) to fourteen (14) years shall be entitled to six (6) weeks or thirty (30) working days
- Regularly employed for fifteen (15) to nineteen (19) years shall be entitled to seven (7) weeks or thirty-five (35) working days

- E. Regularly employed for twenty (20) years or more shall be entitled to eight (8) weeks or forty (40) working days.

**SECTION 78:** Section 53(E) of Chapter 171 of the Code of the City of Gardner, thereof entitled, "Vacation" be amended by replacing the schedule of time with the following:

| First day of Employment    | Number of Vacation Days |
|----------------------------|-------------------------|
| January 1 to April 30      | 20 Days                 |
| May 1 to August 31         | 15 Days                 |
| September 1 to December 31 | 10 Days                 |

**SECTION 79:** Section 54 of Chapter 171 of the Code of the City of Gardner, thereof entitled, "Personal Time," be deleted in its entirety and replaced with the following:

- A. Department heads shall be granted five (5) personal days (equivalent to 40 hours) per calendar year. Personal days shall be credited to department heads on January 1 of each year. Personal days are not cumulative and must be used in the calendar year in which they have been credited.
- B. Upon termination, resignation, or retirement, the annual allotment of personal time for the year in which the department head's employment ends shall be prorated from the date the department head's employment ends as follows:
- January 1<sup>st</sup> through March 31<sup>st</sup>: Five (5) Days
  - April 1<sup>st</sup> through June 30<sup>th</sup>: Four (4) Days
  - July 1 through September 30<sup>th</sup>: Three (3) Days
  - October 1<sup>st</sup> through December 31<sup>st</sup>: One (1) Day
- C. Newly hired department heads shall be granted personal leave according to the following schedule:

| First Day of Employment  | Number of Personal Days |
|--------------------------|-------------------------|
| January 1 to March 31    | 5                       |
| April 1 to June 30       | 4                       |
| July 1 to September 30   | 3                       |
| October 1 to December 31 | 2                       |

**SECTION 80:** Section 55 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Sick Leave," be amended by deleting subsections C and D in their entirety and replacing them with the following:

- C. Department heads shall be granted a maximum of twenty (20) nonoccupational sick days per calendar year. Sick Days shall be credited on January 1 of each year. Department heads may carry an unlimited number of



sick days. Newly hired (hired from outside of the City and not promoted within) department heads shall be granted nonoccupational sick days prorated quarterly based on their date of hire.

D. A department head that has been absent from work due to the use of nonoccupational sick leave for three (3) consecutive days or more at one time must present a doctors note to the Human Resources Director. A doctor's note may also be required if the Mayor has reasonable cause to believe that the department head may be abusing their nonoccupational sick leave.

**SECTION 81:** Section 56 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Sick Leave Incentive Time," be deleted in its entirety and replaced with the following:

Effective January 1, 2024, department heads that do not use sick leave in a calendar month shall earn ½ day off (equal to four (4) hours) not to be charged to sick leave or vacation leave. Time earned in this manner shall be referred to as "sick leave incentive time."

**SECTION 82:** Section 57 of Chapter 171 of the Code of the City of Gardner, thereof entitled, "Sick Leave Buy Back," be amended by adding the following after the phrase "but not to exceed 130 days,"

(equivalent of 90 days of full pay total- 50 full days and 80 days at 50%)

**SECTION 83:** Section 58 of Chapter 171 of the Code of the City of Gardner, thereof entitled "Bereavement Leave" be deleted in its entirety and replaced with the following:

- A. Department Heads shall be granted bereavement leave without loss of regular straight-time pay for normally scheduled working hours as follows:
- 4) Five (5) consecutive days for the death of an immediate family member of the employee, which shall include a spouse, parent, step-parent, sibling, step sibling, children, step-children, or a person living in the immediate household of the employee.
  - 5) Three (3) consecutive days for the death of family members of the employee, which shall include parent of spouse or grandparent.
  - 6) Two (2) consecutive days for an employee's niece, nephew, sibling in-law, child in-law, aunt, or uncle.
- D. If there is a delay in scheduling services, the employee may request a delay in their use of this benefit until that time. This request should be directed to the Mayor

- E. For the purposes of this section, miscarriage of pregnancy shall be an eligible use for bereavement leave as defined in the schedule of time previously listed.

**SECTION 84:** Section 60 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Holidays with Pay,” be amended by removing the phrase “with the exception of the Police Chief and Fire Chief (See Article X of this Chapter).”

**SECTION 85:** Section 60 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Holidays with Pay,” be amended by adding “(6) Juneteenth” between Memorial Day and Independence Day and the following renumbered accordingly.

**SECTION 86:** Section 60 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Holidays with Pay,” be amended by adding the following subsection C:

C. Department Heads shall have the Friday after Thanksgiving off (not defined as a holiday).

**SECTION 87:** Section 63(A) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Fire Chief,” be amended by replacing the words, “A Fire Chief,” with the phrase “A Fire Chief, hired before July 1, 2024.”

**SECTION 88:** Section 63 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Fire Chief,” be amended by adding the following subsection C:

C. A Fire Chief hired on or after July 1, 2024 will not be eligible for this benefit as it will be included in the annual compensation schedule for this position. Nothing in this section shall apply to a fire chief who held the position prior to July 1, 2024 and is being consecutively re-appointed to the position.

**SECTION 89:** Section 64 of Chapter 171 of the Code of the City of Gardner, thereof entitled “Chief of Police and Deputy Chief of Police,” be deleted in its entirety.

**SECTION 90:** Severability

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

**SECTION 91:** This ordinance shall become effective upon the stated dates listed in the sections above or on January 1, 2025 if no date is specified in that specific section, following passage and publication as required by law.

**Titi Siriphan**

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**From:** PAUL DEMEO <ryanrealty@comcast.net>  
**Sent:** Monday, May 6, 2024 12:35 AM  
**To:** Elizabeth Kazinskas; Elizabeth Kazinskas; Titi Siriphan; openmeeting@state.ma.us; matthew.lindberg@mass.gov  
**Cc:** Scott Graves; PAUL DEMEO  
**Subject:** [EXTERNAL] Open Meeting Law Complaint  
**Attachments:** EPSON007.PDF

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

RECEIVED  
 2024 MAY -6 AM 11:49  
 CITY OF GARDNER  
 CITY CLERK'S OFFICE

**CAUTION:** This email originated from a sender outside of the City of Gardner mail system. Do not click on links or open attachments unless you verify the sender and know the content is safe.

Dear Miss Kazinskas,

Please find attached another Massachusetts Open Meeting Law Complaint filed against you and the Gardner City Council for failure to comply with Massachusetts State Law.

Thank you for your prompt attention to this complaint which has also been sent to the Massachusetts Attorney General's Office.

I look forward to your reply and compliance with the law.

Best Regards,  
 Paul DeMeo



The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108

RECEIVED  
2024 MAY -6 AM 11:48  
CITY CLERK'S OFFICE  
BOSTON, MA

## OPEN MEETING LAW COMPLAINT FORM

### Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

#### Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
  - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
  - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
  - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

#### Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

#### Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20<sup>th</sup> Floor, Boston, MA 02108. Emails may be sent to: [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).



## OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

RECEIVED  
2024 MAY -6 PM 11:48  
CLERK'S OFFICE

Please note that all fields are required unless otherwise noted.

### Your Contact Information:

First Name: Paul Last Name: DeMeo

Address: 9 Willis Road

City: Gardner State: MA Zip Code: 01440

Phone Number: 978-632-1300 Ext. \_\_\_\_\_

Email: ryanrealty@comcast.net

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

### Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Gardner City Council

Specific person(s), if any, you allege committed the violation: Miss Elizabeth Kazinskas

Date of alleged violation: 5/3/2024

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

An Executive of the Gardner City Council was held on December 4th, 2023 without a specified purpose under Massachusetts State Law. Since this City Council meeting on December 4th, the Executive Session has not been discussed on a regular basis nor the minutes released under the guidelines of Massachusetts Open Meeting Law.

I believe the Executive Sessions held on August 7th, 2023, September 18th, 2023, and December 4th, 2023 were illegal as they did not qualify as one of the Ten Reasons to hold an executive session under Massachusetts State Law. The Executive Sessions held did not qualify under exemption 3. "State the reason for the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called;" "Litigation Strategy: Discussions concerning strategy with respect to ongoing litigation obviously fit within this purpose but only if an open meeting may have a detrimental effect on the litigating position of the public body. Discussions relating to potential litigation are not covered by this exemption unless that litigation is clearly and imminently threatened or otherwise demonstrably likely. That a person is represented by counsel and supports a position adverse to the public body's does not by itself mean that litigation is imminently threatened or likely. Nor does the fact that a newspaper reports a party has threatened to sue necessarily mean imminent litigation. Note: For the reasons discussed above, a public body's discussions with its counsel do not automatically fall under this or any other purpose for holding an executive session." Mayor Nicholson and City of Gardner were under no immediate threat of being sued.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Admit to the Massachusetts Attorney General's Office that the executive sessions of August 7th, September 18th, and December 4th were illegal closed sessions not open to public scrutiny and observation and thus in violation of Massachusetts State Law.

Further punitive action as the Attorney General's Office sees fit as Miss Kazinskas and the Gardner City Council have violated Massachusetts State Law numerous times over the past year.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain Information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.


**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 5/3/2024

For Use By Public Body  
Date Received by Public Body:

For Use By AGO  
Date Received by AGO:



**City of Gardner, Massachusetts**  
**Office of the City Council**

~~~~~  
CALENDAR FOR THE MEETING

of
MONDAY, AUGUST 7, 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)

- June 20, 2023, Regular Meeting
- June 20, 2023, Informal Meeting
- July 3, 2023, Regular Meeting

VII. PUBLIC HEARINGS

11026 – A Petition by National Grid, Manca Drive – to install 1 Single Owned Pole on Manca Drive beginning at a point approximately 640’ feet west of the centerline of the intersection of W Broadway and Manca Drive. Install 1 Single Owned Pole to bring 3 ph power to new EV charging stations at Car dealership. *(In the City Council and Referred to Public Service Committee 7/3/2023; Public Hearing 8/7/2023)*

X VIII. EXECUTIVE SESSION

Entered under Exemption 3 of the Open Meeting Law: “To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares,” (MGL c.30A, §21(3)) and Exemption 6 of the Open Meeting Law: “To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.” MGL c.30A, §21(6) and to approve the Executive Session meeting minutes of April 3, 2023.



City of Gardner, Massachusetts
Office of the City Council

~~~~~  
**CALENDAR FOR THE MEETING**  
*of*  
**MONDAY, SEPTEMBER 18, 2023**  
**CITY COUNCIL CHAMBER**  
**7:30 P.M.**

**ORDER OF BUSINESS**  
**\*AMENDED**

- I. CALL TO ORDER**
- II. CALL OF THE ROLL OF COUNCILLORS**
- III. OPENING PRAYER**
- IV. PLEDGE OF ALLEGIANCE**
- V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS**

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

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

**VII. PUBLIC HEARINGS**

**11052** – A Petition by National Grid, Park Street – to install 1 Single Owned Pole and Relocate 1 Single Owned Pole on Park Street beginning at a point approximately 100' feet west of the centerline of the intersection of Park Street and Vernon Street and continuing approximately 150 feet in a west direction. Install 1 Single Owned Stub Pole (12-84) to replace old stub pole in back yard of apartment (will remove old stub pole 12-84). Relocating P9 and associated guy wires back ~10 in accordance with the City's Park Street Project. *(In the City Council and Referred to Public Service Committee 9/5/2023)*

**11053** – A Petition by National Grid and Verizon New England, Inc., Park Street - to relocate 5 Jointly Owned Poles on Park Street beginning at a point approximately 150 feet west of the centerline of the intersection of Park Street and Lake Street and continuing approximately 720 feet in a west direction. Moving Poles 3, 4, 5, 6, 7 and associated Anchors back ~5' for City's Park Street Project. *(In the City Council and Referred to Public Service Committee 9/5/2023)*





## VIII. EXECUTIVE SESSION

Entered under Exemption 3 of the Open Meeting Law: “To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares,” (MGL c.30A, §21(3)) and Exemption 6 of the Open Meeting Law: “To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.” MGL c.30A, §21(6).

## IX. COMMUNICATIONS FROM THE MAYOR

### APPOINTMENTS

**11064** – A Measure Confirming the Mayor’s Appointments of Election Officers for 2023-2024. (*Appointments Committee*)

**11065** – A Measure Confirming the Police Officer Assignments to Polling Locations. (*Appointments Committee*)

## X. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

**11058** – An Open Meeting Law Complaint Filed by Paul DeMeo Regarding the Executive Session of the City Council on August 7, 2023.

**11059** – A Communication from Councillor James Boone Regarding an Amendment to the City Charter. (*In the City Council and voted to be placed on the 9/18/2023 City Council Calendar 9/5/2023*)

**11060** – A Communication from Councillor George Tyros Regarding Review of the City’s Disaster Response Plans.

**11061** – An Ordinance to Amend the Code of the City of Gardner by Adding a New Chapter to be Entitled, Chapter 504: Wage Theft Protection, Which Shall Provide for Protections for Workers and Employees of Contractors Working on City Projects. (*Submitted by Councillor Aleksander Dernalowicz*)

**11062** – A Measure Relative to the October 10, 2023, City Preliminary Election. (*Finance Committee*)

**11063** – A Measure Relative to the October 10, 2023, Special State Primary Order. (*Finance Committee*)



**City of Gardner, Massachusetts  
Office of the City Council**

**CALENDAR FOR THE MEETING**

*of*

**MONDAY, DECEMBER 4, 2023**

**CITY COUNCIL CHAMBER**

**7:30 P.M.**

**ORDER OF BUSINESS**

- I. CALL TO ORDER**
  - II. CALL OF THE ROLL OF COUNCILLORS**
  - III. OPENING PRAYER**
  - IV. PLEDGE OF ALLEGIANCE**
  - V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS**
- Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the chair as to the number, placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the City Clerk, as they become part of the Meeting Minutes.
- VI. READING OF MINUTES OF PRIOR MEETING(S)**
  - VII. PUBLIC HEARINGS**
  - VIII. COMMUNICATIONS FROM THE MAYOR**

**ORDERS**

**11105** – An Order Authorizing \$3,085.47 Payment of Prior Year Salary Expenditure.  
*(Finance Committee)*

**COMMUNICATIONS**

**11106** – A Notification from the Mayor Regarding Certification of FY2024 Tax Levy.  
*(Finance Committee)*

**11107** – A Notification from the Mayor Regarding FY2024 Tax Rate and FY2024 Tax Recapitulation. *(Finance Committee)*

**11108** – A Notification from the Mayor Regarding Insurance Change – Removal of 30-Day Grace Period Following Resignation or Termination.

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

**11109** – Applications for Motor Vehicle Dealers Licenses, Class I. *(Safety Committee)*

(a) Salvadore Chevrolet, 442 West Broadway

(b) Salvadore Chrysler-Dodge-Jeep-Ram, 442 West Broadway

**11110** – Applications for Motor Vehicle Dealers Licenses, Class II *(Safety Committee)*

(a) AC Auto Clinic, 411 Parker Street

(b) Brian's Auto Sales, 549 W Broadway

(c) Gardner Automart, Inc., 182 West Street

(d) Gardner Motors, LLC, 119 Pearson Blvd

(e) JPJ Automotive, LLC, 78 East Broadway

(f) Mike's Auto, 251 E Broadway

(g) Osagi Enterprise, LLC., 43 Tobey Street

(h) Ric's Radiator Repair Used Car Sales, 800 W Broadway

(i) Salvadore Chevrolet, 421 W Broadway

(j) Salvadore Chevrolet, 249 Timpany Blvd.

(k) Rob's Dyno Services, LLC, 268 Coleman Street

(l) J. Wood Inc., 361 West Street

**11111** – Applications for Motor Vehicle Dealers Licenses, Class III, Osagi Enterprise, LLC., Used Auto Parts Sales, 43 Tobey Street. *(Safety Committee)*

**11112** – 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. *(Submitted by Councillor Dana Heath)*

**11113** – 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 Change the Method to Increase the Quota Allowed by the Code of the City of Gardner. *(Submitted by Councillor Dana Heath)*

## X. REPORTS OF STANDING COMMITTEES

### APPOINTMENT COMMITTEE

**11083** – A Measure Confirming the Mayor's Appointment of Debra Pond to the Position of Human Resources Director, for term expiring October 31, 2026. *(In the City Council and Referred to the Appointment Committee 11/6/2023; More Time 11/20/2023)*

**11084** – A Measure Confirming the Mayor's Appointment of David Hackett to the Position of Disability Commission Member, for term expiring October 30, 2026. *(In the City Council and Referred to the Appointment Committee 11/6/2023; More Time 11/20/2023)*

**APPOINTMENT, continued**

**11085** – A Measure Confirming the Mayor’s Appointment of Debra Pond to the Position of Disability Commission Member, for term expiring October 30, 2026. *(In the City Council and Referred to the Appointment Committee 11/6/2023; More Time 11/20/2023)*

**SAFETY COMMITTEE**

**11086** – An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled “Vehicles and Traffic”, Section 24, Entitled “Parking Prohibited on Certain Streets”. *(In the City Council and Referred to the Public Safety Committee 11/6/2023; More Time 11/20/2023)*

**XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION**

**11061** – An Ordinance to Amend the Code of the City of Gardner by Adding a New Chapter to be Entitled, Chapter 504: Wage Theft Protection, Which Shall Provide for Protections for Workers and Employees of Contractors Working on City Projects. *(Submitted by Councillor Aleksander Dernalowicz; In the City Council and Referred to Finance Committee 9/18/2023; More Time 10/2/2023, 10/16/2023, 11/6/2023; Sent to First Printing 11/20/2023; First Printing on 11/24/2023)*

**X****XII. EXECUTIVE SESSION**

To approve the Executive Session meeting minutes of August 7, 2023, and September 18, 2023.

**XIII. NEW BUSINESS****XIV. COUNCIL COMMENTS AND REMARKS****XV. CLOSING PRAYER****XVI. ADJOURNMENT**


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

## RESOLUTION

**Whereas** Ronald F. Comrier was the longest serving city councilor in the history of the City of Gardner.

**Whereas** Councilor Ronald F. Cormier served as Ward 3 Councilor for sixteen years, from 1980 to 1996.

**Whereas** Councilor Cormier was serving his tenth consecutive term as Councilor-at-Large, a position he held since 2004 at the time of his unexpected death on January 28, 2024.

**Whereas** he was known affectionately as the "Dean of the Council."

**Whereas** this resolution is submitted to council that the council chambers be named to honor the dedication and commitment of Councilor Ronald F. Comier decades to the city to formally rename the city council chambers "The Ronald F. Cormier Council Chamber."

Respectfully submitted by:

Councilor Judy A. Mack

RECEIVED  
2024 APR 10 PM 2:52  
CITY CLERK'S OFFICE  
GARDNER, MA

Elizabeth J. Kazinskas, President  
Gardner City Council  
95 Pleasant Street  
Gardner, MA 01440

RECEIVED  
2024 APR 12 PM 12:57  
CITY CLERK'S OFFICE  
GARDNER, MA

Dear Madame President,

Though I have not served on the City Council in more than ten years, I still spend the week prior to your meetings reading the agenda and supporting documents. Given my current role, as the Director of Purchasing and Civil Enforcement, I find it helpful to understand items that may require my input or my department's assistance.

In reviewing the agenda for this upcoming meeting, I immediately noticed Item #1256 (A Resolution to Rename the City Council Chamber "The Ronald F. Cormier Council Chamber") and felt compelled to send this letter. The Resolution does a wonderful job of quantifying the years of service and dedication that Councillor Ronald Cormier provided to this City and his colleagues, on the Council, but there is so much more that could be said about him and his commitment to the City of Gardner.

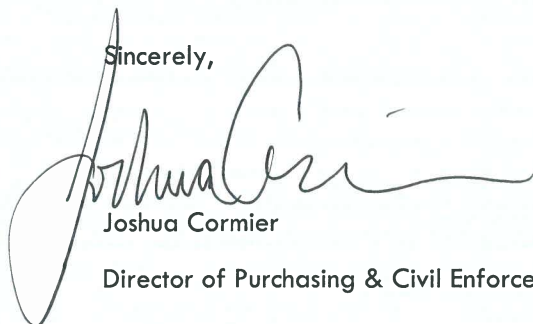
For eight years, I was able to call him my colleague on the Council and he never failed to be anything less than a gentleman who committed his life to making our lives better. In a world that is too often characterized by division, he was able to understand all positions and debate issues with a respect and class that so many of us fail to find at times. He was filled with education, experience, and understanding.

Upon stepping down from the Council, and becoming a full-time employee within the City, our professional relationship changed, and I witnessed a different side of the Councillor's dedication and commitment. Councillor Cormier would visit my office every week or so and always did so with the goal of gaining some knowledge that he needed to serve the community.

Through it all, he was also a wonderful human being. Our conversations always started or ended with a check-in on each other's families because it was about community, but it was also about life. I sincerely miss those visits with him.

I am grateful that Councillor Mack has presented this resolution to recognize and acknowledge a City Councillor that had such an impact on those he served with, those he represented, and those who knew him. I wholeheartedly and strongly support this and only wish I could be amongst you to vote in favor.

Sincerely,



Joshua Cormier

Director of Purchasing & Civil Enforcement

Former Gardner City Councillor

## Submitted by Councillor Calvin Brooks

**From:** [Elizabeth Kazinskas](#)  
**To:** [Titi Siriphan](#)  
**Subject:** Fw: Ulric Fredette Plaque  
**Date:** Friday, May 3, 2024 2:33:15 PM  
**Attachments:** [Fredette Plaque Votes.pdf](#)

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Good afternoon Clerk Siriphan,

Please print and distribute both Councillor Brooks' email and the attachment to the City Councillors at Monday's meeting.

Best,  
Lizzy

Elizabeth Kazinskas  
City Council President  
Finance Committee Chair  
Councillor at-Large  
City of Gardner  
[\(978\) 337-1533](tel:(978)337-1533)  
[ekazinskas@gardner-ma.gov](mailto:ekazinskas@gardner-ma.gov)

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**From:** Calvin Brooks <[cbrooks@gardner-ma.gov](mailto:cbrooks@gardner-ma.gov)>  
**Sent:** Friday, May 3, 2024 8:52 AM  
**To:** Elizabeth Kazinskas <[ekazinskas@gardner-ma.gov](mailto:ekazinskas@gardner-ma.gov)>; Judy Mack <[jmack@gardner-ma.gov](mailto:jmack@gardner-ma.gov)>  
**Subject:** Ulric Fredette Plaque

Councilors--I did a little research on the plaque honoring Ulric Fredette that hangs in the Council Chamber.

Former City Councilor and Mayor Ulric Fredette died on October 2, 1966.

A committee was subsequently formed to propose a suitable monument in his honor. At the April 16, 1967 City Council meeting, the committee proposed that City Council Chambers be named in his honor and that a plaque be installed. (Item #8124) On June 19, 1967 the item was amended to include a request for an appropriation from the mayor in the amount of \$400 to cover the cost of the plaque. No action having been taken by the mayor, the motion was reaffirmed by City Council on September 5, 1967.

On October 16, 1967, City Council took two votes on the matter. The first motion was to clarify City Council intent in regard to naming Council Chambers. City Council voted to rescind any statement in regard to naming Council Chambers for Mr. Fredette. This motion passed by a show of hands 6 to 5. The second motion was to send a letter to the mayor advising that any statement with reference to naming

## **Submitted by Councillor Calvin Brooks**

Council Chambers for Mr. Fredette had been rescinded and again requesting an order for \$400 for placing a plaque in Mr. Fredette's honor.

The mayor subsequently submitted a money order for \$400, and City Council approved same on November 20, 1967. (Order #4507)

I have attached copies of the appropriate minutes, etc.

I thought this information would be helpful. I don't know why they chose to not name Council Chambers after Mr. Fredette. I was only twelve at the time!

– Calvin



**Submitted by Councillor Calvin Brooks**

Resolution made by Councillor Brooks, seconded by Councillor Nadeau, it was voted to amend the Rental Schedule for Honorable Fred E. Perry Auditorium by striking out paragraph 9 and 10 and substituting the following:

Amendment of Rental Schedule of Hon. Fred E. Perry Auditorium.

9. Janitor's fee is \$10.00 when the hall is rented or granted free of charge.

10. When rentee desires an additional janitor the fee will be \$10.00 .

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Resolution made by Councillor Stedman, seconded by Councillor Heywood, was voted, Councillor Hunter voting in the negative, to place the communication from Robert M. Osier with reference to a proposed ordinance governing mobile homes on file and advise Mr. Osier to again present an ordinance on this matter for council consideration.

Proposed Ordinance governing mobile homes.

Councillor Nadeau

the Honorable

ty Rally on

Resolution made by Councillor St. Jean, seconded by Councillor Scerra, to the recommendation of Councillor Clement Beauregard reporting for the committee appointed to propose a suitable monument in honor of Mayor Ulric O. Fredette who also served as Councillor, to name City Council Chambers in Honor of Mayor Ulric O. Fredette and placing of an appropriate plaque in the chambers, to the Council as a committee of the Whole for study and report.

Monument in honor of Former Mayor Ulric O. Fredette.

Councillor Heywood

ference to the

Councillor Stedman referred the following requests to the Public Safety Committee for study and report:

Requests referred to Public Safety Committee

#8125 - Speeding controlled on Green Street and Pearl Street.

#8126 - Clearing of debris on streets.

#8127 - Report on keeping two cruisers on duty all night.

Councillor Stedman withdrew his objections to the following:

Councillor withdrew his objections.

#8101 - An Order Appropriating a sum of money (\$4,427.17) to Various Departments, Salary and Labor Accounts to cover the cost of increases under the Proposed Ordinance Change from May 1, to December, 1967, for personnel listed under Section 6 of the ordinance.

#8102 - An Order Appropriating a sum of money (\$4,382.04) to Various

llor Stedman

the Mayor:

Nominations closed.

voted to close nominations for position of City Treasurer.

**Submitted by Councillor Calvin Brooks**

On Roll Call Vote taken

|                               |            |                        |
|-------------------------------|------------|------------------------|
| Councillor Clement Beauregard | voting for | Wilfred E. Jacques     |
| Councillor Norman Beauregard  | " "        | Wilfred E. Jacques     |
| Councillor Heywood            | " "        | Wilfred E. Jacques     |
| Councillor Hunter             | " "        | Wilfred E. Jacques     |
| Councillor Kraskouskas        | " "        | Lorain E. Wojtukiewicz |
| Councillor Lucas              | " "        | Wilfred E. Jacques     |
| Councillor Nadeau             | " "        | Wilfred E. Jacques     |
| Councillor St. Jean           | " "        | Wilfred E. Jacques     |
| Councillor Scerra             | " "        | Wilfred E. Jacques     |
| Councillor Stedman            | " "        | Lorain E. Wojtukiewicz |
| President McKean              | " "        | Wilfred E. Jacques     |

Wilfred E. Jacques  
unanimously elected  
City Treasurer.

9 votes for Wilfred E. Jacques, 2 votes for Lorain Wojtukiewicz.  
Councillors Stedman and Kraskouskas changed their vote to Wilfred  
making the election of Wilfred E. Jacques as City Treasurer unanimous  
for unexpired term of Joseph W. Goguen, resigned, May 10, 1967.

Worcester, ss.

June 20, 1967

Wilfred E. Jacques  
oath of office.

Wilfred E. Jacques having been elected City Treasurer for the City of  
Gardner for unexpired term of Joseph W. Goguen expiring January 2, 1968,  
personally appeared and made oath that he would faithfully perform  
duties of said office before me.

GENIA J. PACOCHA  
City Clerk.

Purchase of a commemorative plaque.

#8124

On motion made by Councillor Stedman, seconded by Councillor Nadeau,  
was voted to request the Mayor to submit an order for \$400.00 for  
purchase of a commemorative plaque in memory of Former Mayor Ulrich  
Fredette to be placed in the Council Chambers.

Request of Assessors  
for ordinance amend-  
ment.

#8177

On motion made by Councillor Lucas, seconded by Councillor Stedman,  
was voted, Councillor Nadeau voting in the negative, to grant the  
Assessors leave to withdraw the request for an ordinance amendment  
the salary of Chairman of the Board of Assessors from \$1,250.00  
and Third Member from \$1,200.00 to \$1,500.00.

Salaries of Boards  
and Commissions in  
other cities.

#8181

On motion made by Councillor Nadeau, seconded by Councillor Scerra,  
voted by a show of hands 7 in favor, that in compliance with suggestion  
at a Committee of the Whole meeting, that the City Auditor be asked  
salaries of Commissions and Boards in other cities of comparable  
submit the information to the Council.

# Vaccine Developer Marries Again

Dr. Sabin, widowed developer of oral live virus polio vaccine, yesterday married Mrs. Jane Warner in a ceremony in his hospital room at Holmes Hospital. Mrs. Warner is hospitalized with an ankle injury he suffered when his family's pet dog was run over in a wheelchair during the ceremony performed by Rabbi Murray at 1200 Avenue Temple. This picture, taken before the wedding, shows Dr. Sabin. (AP Wirephoto)

The battle was one of several Monday. A Marine landing force in the northern 1st Corps area reported killing 51 Communists in one fight, and U.S. air cavalrymen said they killed 34 Reds in coastal Binh Dinh Province. Thirteen Americans were reported killed in the two actions.

Heavy air strikes against North Vietnam continued Monday with a concentration of raids on Hanoi's rail supply-lines.

The delta battle brought a mighty array of American fire-power and reinforcements against an estimated 500 entrenched Viet Cong. Artillery and air strikes pounded the muddy battlefield, helicopter gunships swirled down in close support, and Navy Monitors carrying 40mm guns raked the guerrillas on the fortified river banks. Overhead twin-engine Dragon ships dropped a stream of high-intensity parachute flares to light the scene.

The heaviest U.S. casualties came early in the fight when the Viet Cong opened up on a company of 200 infantrymen from concealed bunkers and fortifications dug into the river bank.

The battlefield was grim and muddy terrain for the American soldiers. The area is laced with canals and is only a few inches above sea level. Although close to Saigon, there are no roads and the area is virtually isolated. The Viet Cong control it at night by moving in and out of the canals in shallow-draft sampans. The task force of infantrymen and sailors was put aboard the turtle-like armored monitor boats to gain similar mobility.

The wounds to U.S. sailors were caused by recoilless rifle rounds blasting into the Monitors.

At times the fighting was so close air strikes could not be called in.

# Council Names Jacques City Treasurer, Approves Funds For Sewer Extensions

(Continued from page 1)

The board would be able to use this money to begin the project. He also said he supported the idea of a bond issue to provide money for Banner Road.

Police Chief Joseph J. Renes came in for criticism again at last night's meeting on several counts.

Councilor Clarke Stedman objected to statements attributed to Chief Renes that a lack of manpower prevents him from putting two cruisers on around the clock duty.

Reporting on the situation, Councilor Rosaire St. Jean, chairman of the Public Safety Committee, quoted the chief as saying three men would be needed to put the two cruisers on the road around the clock. He said the chief reminded the committee that a few years ago he had requested the Council to approve appointment of three men but the request was turned down.

However, Councilor Stedman explained that the chief now has a plan and enough reserve men to use both cruisers. He pointed out that in recent years the chief has been putting men on walking beats which had been abandoned ten and fifteen years ago. He indicated if the chief had manpower to do this, he would be able to transfer these men to the cruisers. The matter was voted referred back to the Public Safety

Commission. The Public Works Board and Cemetery Commission to be raised in the tax levy. With the tax rate now set, no additional appropriations can be made.

Mayor Cyrille Landry was requested to provide \$400 to cover preparation and installation of a plaque to be placed in the Council Chambers in memory of the late Ulric O. Fredette, veteran councilor and two-term mayor. Councilor Clement Beauregard, reporting for the special committee set up to arrange the memorial, also proposed the chamber be named in Fredette's honor.

Councilors gave the Board of Assessors leave to withdraw a request for salary increases for the chairman and third member.

Councilors later supported Councilor Louis Scerra's proposal that President McKean name a committee to meet with Mayor Landry to discuss changing the setup of the board and to prepare the enabling ordinance.

On request of President McKean, the Public Safety Committee will ask the PWB to do something about the unsightly condition of the sanitary disposal area, to improve the appearance of the entrance and to consider filling in the artificial pond.

Councilor Hugh Hunter said the Cemetery Commission

Cemeteries.

#8320 - Removal of large and porous tree on School Street.

#8344 - Attend to trees at 99 and 101 Maple Street.

Submitted by Councillor Calvin Brooks.

#8323

Councillor Lucas made a motion, seconded by Councillor Norman Beauregard, to accept the Public Welfare Committee report that the Cemetery Department is in the process of replacing pipes at the cemeteries and repairing many roads. On vote taken the motion did not pass, the committee was granted more time to report.

Replacing pipes and repairing roads at cemeteries.

#8349

The City Hall Committee was granted more time to report on placement of a Directory of City Officials in the City Hall Lobby.

Directory of City Officials.

#8177

The Special Committee was granted more time to report on an Ordinance change relative to the Assessors' Department.

Assessors' Department.

#8124

On motion made by Councillor Stedman, seconded by Councillor Heywood, it was voted, by a show of hands 6 in favor, 5 opposed, to rescind any statement in regard to naming of the Council Chambers for former Mayor Ulric O. Fredette.

Naming of Council Chambers for former Mayor Fredette rescinded.

#8124

On motion made by Councillor Stedman, seconded by Councillor Lucas, it was voted to send the Mayor a letter advising that any statement with reference to naming of the Council Chambers for former Mayor Ulric O. Fredette has been rescinded and to request an order for \$400.00 for placing of a plaque in honor of former Mayor Fredette in the Council Chambers.

Request \$400.00 order for plaque in honor of former Mayor Fredette.

#8152 & #8325

On motion made by Councillor Stedman, seconded by Councillor Norman Beauregard, it was voted to meet informally on Monday evening, October 23, 1967 at 7 P.M. with the Mayor and members of the Gardner Shopping Plaza Association to discuss the traffic problem at the plaza and with the City Solicitor in regard to correcting the problem at the lumber pile at Coleman and Robillard Streets and in regard to the wooded area at the corner of Jean and Parker Streets.

Traffic problem at Gardner Shopping Plaza meeting.

Lumber pile at Coleman and Robillard Street and wooded area at Jean and Parker Street.

On motion made by Councillor Stedman, seconded by Councillor Hunter, it was voted unanimously to consider new business.

Consider new business.

On motion made by Councillor Stedman, seconded by Councillor Hunter, it was voted to grant Fredette Motor Company a Third Class License to buy, sell, exchange or assemble second hand motor vehicles at 771 West Broadway (north side), on favorable recommendation of the Public Welfare Committee.

Fredette Motor Co. Third Class License.

Rosalire St. Jean, a member of the planning committee for the observance.

The Public Works Board submitted a letter to the Council last night detailing why it was not possible at this time to make any further reduction in water rates.

The board explained that expenses are now close to income and that some funds must be carried over to the surplus account to cover costs of a continuing program of replacing water mains and services, some of which are fifty years old and badly in need of replacement.

Councillors went on record as again requesting Mayor Landry for a \$400 appropriation for the placing of a plaque in the Council Chambers as a memorial to the late Ulric O. Fredette, former Mayor and City Councillor.

The request had been made originally several months ago but had been held up by Mayor Landry because of confusion over whether the Council intended to merely place a plaque in the chamber or to place a plaque and name the room after the former Mayor and Councillor.

Last night, the majority of the Council went on record as favoring only the installation of the plaque.

However, Councillors Hugh Hunter and Clement Beauregard indicated they felt a plaque would be an "empty gesture" and that the chamber should also be named in memory of Fredette.

On the matter of creating a single superintendent for the Parks and Cemetery Departments, Councillor Hunter said the proposal is being investigated with the thought of also combining the Recreation Department into the plan. He said the matter has been referred to City Solicitor John Bohman for study.

Councillor Rosaire St. Jean proposed that at the same time, consideration should be given again to combining all three

Councillors also voted to permit the Golden Age Club use of Perry Auditorium for a fair on Nov. 1, and the Board of Health permission to use the auditorium on Oct. 30 for a food service seminar.

During that portion of last night's session devoted to new business, the Council went on record as requesting the state to provide funds for planning and building Mount Wachusett Community College on the Green Street side donated by the city.

Councillor Scerra proposed that letters go to Governor John A. Volpe, State Senator Joseph D. Ward and State Representative Raymond M. LaFontaine, apprising them of the Council's feeling that money should be made available for these purposes.

Councillor Scerra recalled that the legislature recently cut funds from a supplemental budget earmarked for planning. However, he noted that there were some funds in a building contingency fund which the state might use to begin planning.

The Council also went on record as supporting a bill before the legislature which will allow cities and towns to decide on final approval of bill board locations in their communities. Councillor Clarke Stedman urged that a telegram be sent to the legislative Ways and Means Committee apprising the committee of the Council's feeling.

Councillors also agreed to support the Highway Committee of the Chamber of Commerce which has come out in favor of a proposed route for the north-south toll road proposed for Central Massachusetts.

A request from the Board of Public Welfare for additional office space was referred to the City Hall Committee for study. The board reported that more space is needed because of two additions to the staff, a social worker and a junior clerk.

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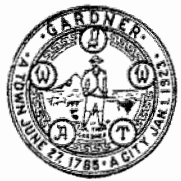
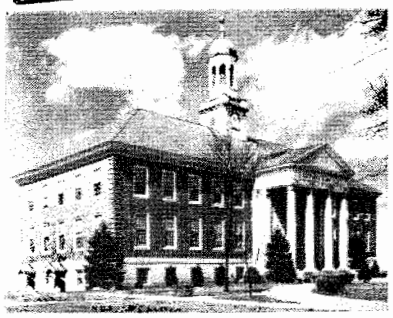
TGN - October 17, 1967 - Page 10

Submitted by Councillor Calvin Brooks

# CITY OF GARDNER

MASSACHUSETTS 01440

OFFICE OF THE  
CITY COUNCIL



CHAIR CITY OF THE WORLD

**PRESIDENT**

CHARLES P. McKEAN

**COUNCILLORS AT LARGE**

- CLEMENT H. BEAUREGARD, JR.
- HENRY E. HEYWOOD, JR.
- HUGH W. HUNTER
- KATHERINE V. KRASKOWSKAS
- ROSAIRE J. ST. JEAN
- ATTY. LOUIS SCERRA

**WARD COUNCILLORS**

- Ward 1**  
CLARKE K. STEDMAN
- Ward 2**  
NORMAN H. BEAUREGARD
- Ward 3**  
RAYMOND L. NADEAU
- Ward 4**  
CHARLES P. McKEAN
- Ward 5**  
ARNOLD E. LUCAS

October 18, 1967

Honorable Cyrille P. Landry  
Mayor  
Gardner, Massachusetts

Dear Mayor Landry:

The City Council voted to advise that any statement with reference to naming of the Council Chambers for former Mayor Ulric O. Fredette has been rescinded and to request an order for \$400.00 for placing of a plaque in honor of former Mayor Fredette in the Council Chambers.

Very truly yours,  
CITY COUNCIL OF GARDNER

*Genia Pascoe*  
Clerk

**Submitted by Councillor Calvin Brooks**

#2124

AN ORDER TRANSFERRING A SUM OF MONEY FROM AVAILABLE FUNDS  
TREASURY TO CITY COUNCIL DEPARTMENT, O.T.O.M., PURCHASE OF  
A PLACQUE ACCOUNT.

ORDERED:

That there be and is hereby transferred the sum of FOUR  
HUNDRED DOLLARS (\$400.00) from Available Funds Treasury to  
City Council Department, Other Than Ordinary Maintenance,  
Purchase of a Placque Account.

Submitted by Councillor Calvin Brooks

# Order

In City Council

NOV 20 1967 ..... 19

Order Passed ..... 19  
Unanimously on roll call vote, 1 absent.

*Lenia J. Jacobs* Clerk

Presented to Mayor for approval

..... 19

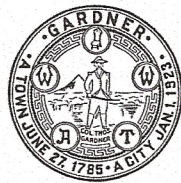
Approved *11-21-* ..... 19*67*

*Carroll A. Stanley* Mayor

- Copy to Mayor*
- " " City Auditor*
  - " " City Treasurer*
  - " " Assessors Department*
  - " " City Council*



# DEDICATION PROGRAM



## CITY HALL AND AUDITORIUM

January 20, 1940  
GARDNER, MASSACHUSETTS

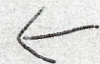


## *History*

The beautiful municipal building which Gardner dedicates today was originally conceived by the community, then a town and now the baby city of the Commonwealth, as a memorial to its World War veterans. That was twenty years ago. Then it was only a dream. Now it is a reality.

The first definite step toward the erection of the building was taken March 8, 1919 in formal town meeting when the appointment of a committee to investigate the feasibility of erecting a memorial that would fittingly commemorate the service of Gardner's sons and daughters in the war to end wars was authorized.

A slow but thorough investigation resulted in a report which recommended the combination of the original objective with the practical utilitarian idea of a town hall on the westerly side of Pleasant street which would house all town offices and provide the community with an auditorium ample enough for all proper civic and social affairs of the community — this to be a memorial to those who served in the World War — together with quarters for all veterans' organizations. Filed in town meeting on March 13, 1920, it





**Manca, McKean Dedications Fitting Tributes To Two Former Mayors**  
**The Gardner News - Mar. 30, 2006**  
**By Mike Richard**

Good work by the Gardner City Council to pay tribute to a pair of former mayors by attaching their names for designation on a pair of newly dedicated buildings in the community.

**Charles P. McKean**, who was mayor from 1982-85 and served as a city councilor for 30 years, has been a longtime advocate for the senior citizens of Gardner. The council chose to honor the former mayor by naming the new senior center on Pleasant Street for him at a future dedication.

The council will also commemorate the ten-year term of **Mayor Charles Manca** (1990-2000) by dedicating the City Hall annex in his name. Manca oversaw the transformation of the old Gardner Police Station into the annex during his term of office.

Naming buildings and other city landmarks in honor of former mayors has become somewhat of an antiquated practice. However, it seems to be a most appropriate way to pay tribute to city officials who have made a difference in Gardner.

Mayors seem to be the first and logical choice for such designation and many past mayors of the city have been immortalized. Here is a listing of those dedications, in the order that past mayors have served:

**Chester P. Pearson (1923-26)**: Pearson Boulevard, as well as the auditorium of the former Gardner High School (now Elm Street School).

**Albert H. Stone (1927-30)**: Stone Field.

**George C. Sweeney (1931-33)**: A small marker behind the former Worcester County National Bank pays tribute to him.

**James A. Timpany (1933-37)**: Timpany Boulevard / Timpany Plaza.

**Fred E. Perry (1938-41, 48-50, 58-59)**: Perry Auditorium, City Hall.

**Gabriel G. Morze (1950-54)**: Morze Gymnasium at the Waterford Street School.

**Ulric O. Fredette (1954-57)**: the auditorium at the Fraternal Order of Eagles Home on City Hall Avenue, as well as a memorial marker in the City Council chamber.

**Cyrille P. Landry (1960-68)**: Landry Auditorium, Gardner High School.

**Linus Allain (1969-70)**: Linus Allain Avenue, at the East Gardner Industrial Park.

Mayors Oscar R. Anderholm (1942-47), Clarke K. Stedman (1971-73), Stephen J. Erickson (1974-77), Gerald St. Hilaire (1978-81, 2004- ), Alan Agnelli (1986-88), John Deveau (1988-89) and Daniel J. Kelley (2001-03) could be considered for future designation, as there is nothing named to honor their years of service to the city.

Some of our recently departed City Councilors such as Robert Burke, Dr. Thomas Tracy, Philip Lagrassa, Mimi Canu or Rosaire St. Jean would also be worthy of such future designation. State Representatives like Martin Walsh, Chet Suhoski, Bob Hawke and Brian Knuutila could also be future candidates.

**Former State Representative Fred Blake** has a section of Route 2, passing through Gardner, named in his memory.

*Fredette  
Street*

In 1983, the section of West Gardner Square in front of the Worcester County National Bank at the intersection of Pleasant and Main Streets was in need of a name.

Citizens made such suggestions in honor of Nicholas Rudziak – the longtime head of the Gardner Chamber of Commerce, Howard Ferguson – senior vice president of that very Worcester County Bank, or Clarence B. Quimby – the longtime headmaster of Cushing Academy.

All were quite worthy of such a designation, yet they have been largely forgotten and uncelebrated since their deaths.

Sadly, the locale became known as Bullnose Park, a name lacking notoriety, tradition and substance.

Gardner has created several memorials and official tributes to many local individuals, both living and deceased, which have stood the test of time. Some of them are as follows:

#### **Playgrounds, Parks, Athletic Fields and Facilities**

**Jackson Playground** – Gardner’s first playground, which was created in 1909, was named in honor of Elisha Jackson, Gardner’s first settler, first town moderator and first selectman.

**Greenwood Playground** – built in the lower Greenwood Hill area in 1910, was named in honor of early settlers Aaron and Jonathan Greenwood.

**Wilder Field** – named in 1919 on Waterford Street, for Congressman William H. Wilder who was the only Gardner man elected to the Congress of the United States.

**Bickford Playground** – named in 1923 in honor of South Gardner’s Captain William Bickford, a soldier in the Revolutionary War who was an early resident of the precinct of town.

**Pulaski Playground** – located in Gardner’s “Polish section” off Pleasant Street, was named in 1933 in honor of the famed Polish soldier Casmir Pulaski.

**Ovila Case Playground** – the First World War 1 casualty from Gardner, who hailed from the same district of “Little Canada” where the playground was first established in 1936.

**Stedman Playground** – was not named for Mayor Clarke K. Stedman but, rather, his young daughter Marlene Stedman, when he donated land in that section of town for the playground in 1956.

**Watkins Field** – the high school football field is named in honor of the Watkins family of Simplex Time Recorder notoriety, opening in 1977.

**Atter Field** – at the Gardner Little League field, named in 1995 for the late Sam Atter, a West End businessman who was active in the youth baseball program in the city as a coach and umpire.

**Volney Howe Park** - the small park on the corner of Parker and Graham streets is named for the former vice president and clerk of the Brown, Howe and Robichaud Insurance Agency.

**LaChance Gymnasium** – at Gardner High School, named for businessman Leo LaChance, who donated – acres of land for the development of the present high school.

**Henry Dernalowicz Tennis Courts** – named in memory of the longtime head of the Recreation Department of Gardner, located at Gardner High School.

#### **Schools, College, Buildings**



**Helen Mae Sauter School** – named in honor of the longtime member of the Gardner School Committee from 1950-77.

**Gearan Library** – also at Gardner High School, named in honor of Principal John S. Gearan, who served from 1956-69.

**Russell Academic Wing** – the front entrance to the school near the high school office at Gardner High, named for longtime superintendent David M. Russell (1966-87).

**Snell Conference Room** – is named for former Gardner High principal H. William Snell (1969-78).

**Whittier Memorial Greenhouse** – “A Tribute to Gardner’s First Lady of Biology” reads the plaque near the greenhouse, in honor of longtime biology teacher Helen Whittier (1932-69). She later became a member of the Gardner School Committee.

**Raduazo Medical Wing** – the health office at Gardner High, named for Dr. Rocco Raduazo – who was the school physician for the Gardner Public Schools from 1955-89.

**Smith Auditorium** – the cafeteria and auditorium at the Waterford Street School is named for Roger Smith, a longtime school committeeman who served when the school first became at junior high in 1953.

**Chace Library** – the library at the Waterford Street School was dedicated in memory of former Gardner Superintendent of Schools Frank C. Chace (1946-66).

**Bishop Academic Wing** – dedicated when the Gardner Middle School opened in 1998, in honor of Joseph Bishop who served the Gardner School System for 36 years. He spent 24 of those years as principal of the Gardner Junior High School.

**Raduazo Athletic Wing** – Dr. Rocco Raduazo had a second section of a Gardner School named in his honor when the Athletic wing and medical office was named in his honor.

**Raymond M. LaFontaine Fine Arts Center** – at Mount Wachusett Community College, was named in honor of the Gardner native who served as State Representative from 1965-82.

**Binnall House** – the elderly housing establishment on Connors Street was named for Thomas H. Binnall. He served as vice president of the State Labor Council AFL-CIO and was also a member of the city's Municipal Planning Board for 20 years.

**Leo P. LaChance Center for Nursing and Rehabilitation** – named in honor of one of Gardner’s outstanding philanthropists, at the former Eastwood Pines Nursing Home.

**Boland Room** – located in the Heywood Wakefield Building was named for the late Edward P. Boland, a member of the Massachusetts House of Representatives from 1935-88.

Once again, kudos for the Gardner City Council for honoring former Mayors Manca and McKean in such a fitting way. Let’s hope that in the future, more of Gardner’s outstanding contributors and citizens are honored in such a distinctive way with further designations.

*(Comments and suggestions for The Gardner Scene can be sent to Mike Richard at Rich0725@aol.com. or in writing c/o The Gardner News, 309 Central St. Gardner, MA 01440)*

**Others after Article was written:**

City Councilor **James Minns** – Sullivan – Minns Iron Stairs, Feb 16, 2012

**Rome Family** – Rome Square Intersection of Main St and Willow St, August 3, 2015

Community Development Director **Robert Hubbard** – Hubbard Conference Room- City Hall Annex, May 2, 2016

Superintendent of Schools **Joseph Bishop** – Joseph Bishop Walkway – Catherine Street, May 15, 2017

Police Chief **Neil Erickson** – Erickson Way driveway leading into the Police Cruiser parking lot

Deputy Police Chief **Rock Barrieau** – Barrieau Memorial on South Main Street.

**Failed attempt to name something:**

Measure requested by the American Legion, Post 129 to re-name the Uptown Rotary “the Iraq and Afghanistan Veterans Memorial Circle,” failed on June 16, 2014 after Councilors James Johnson and Marc Morgan pointed out that the rotary had been named the Levi Greenwood Memorial Traffic Circle by vote of the City Council in 1947.

**Others not on the list but named after people:**

Greenwood Memorial Pool – Alvin and Helen Greenwood (Parents of Levi Heywood Greenwood)

Levi Heywood Memorial Library

Dunn Park – named after John Ainsworth Dunn



**City of Gardner - Executive Department**

**Mayor Michael J. Nicholson**

April 29, 2024

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

RE: A Measure Establishing a Special Purpose Schools Reserve Stabilization Fund Under MGL Chapter 40, Section 5B

Dear Madam President and Councilors,

The General Laws of the Commonwealth allow cities and towns to create special purpose stabilization accounts to help build up funds for the purpose for which the account was created.

The Schools have seen a lot of fluctuations recently in transportation costs, in particular with special education out of district placement. These students vary from year to year and can cause drastic increases in mandatory transportation costs that the school department must undertake to get these students to the districts that they need to attend to meet their needs.

Additionally, general transportation costs are expected to rise as well, since the current five (5) year transportation contract, for which pricing was negotiated back in 2019, is set to expire at the end of FY2025. With the way the world has changed and inflation has taken effect since 2019, I anticipate these costs to be much more than the current rate.

As a result of these and other increases that may arise through school department concerns, the Administration is requesting that the City Council vote to create a special purpose stabilization account to better insulate the City in the event of an unanticipated large increase in the school department.

Respectfully submitted,

Michael J. Nicholson  
 Mayor, City of Gardner

RECEIVED  
 2024 APR 30 PM 3:53  
 CITY CLERK'S OFFICE  
 GARDNER, MA

ESTABLISHING A SPECIAL PURPOSE SCHOOLS RESERVE STABILIZATION  
FUND UNDER M. G. L. CHAPTER 40 SEC 5B

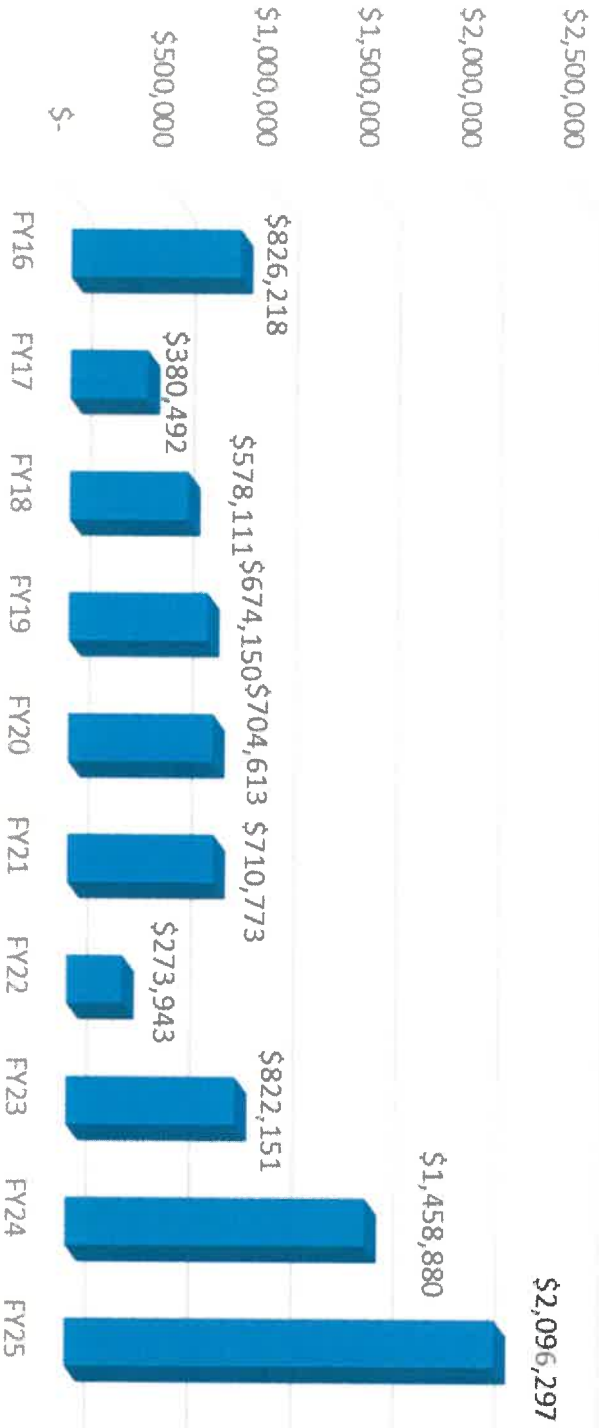
*VOTED:*

To establish a Special Purpose Schools Reserve Stabilization Fund, pursuant to  
Section 5B of Chapter 40 of the Mass. General Laws, for the purpose of  
establishing a Schools reserve fund.



# Out of District Placement Costs

Out of District Placement Cost



## SPECIAL PURPOSE STABILIZATION FUNDS

March 2018



For any municipality criticized for operating in perpetual crisis mode, allowing municipal assets to deteriorate, or being generally shortsighted, special purpose stabilization funds can provide an effective planning tool. Under M.G.L. c. 40 § 5B, a city or town can create multiple stabilization funds and assign a different purpose to each. The community may also take advantage of a unique funding source available under M.G.L.c. 59, § 21C(g).

An example of a special purpose stabilization fund would be one created to supplement state reimbursements received under Chapter 90 to cover the costs of an ongoing street improvement program. A fund established solely to pay for building repair and maintenance would be another. A city or town might set up a fund to finance a vehicle replacement program. In this example, a community anticipating the need to purchase a \$400,000 fire truck in five years could reserve \$80,000 a year in such a fund and retain the interest earned.

A special purpose stabilization fund helps a community to:

- Think long term. Any program to replace vehicles, maintain buildings, or improve roads requires ongoing evaluation of the assets, management of a repair/replace schedule, and calculations of long-term projected costs.
- Save money. If a community purchases a \$400,000 fire truck by borrowing over 15 years instead of paying cash in full, interest payments could add about \$150,000 to the total cost, depending on rates. Even if this represents a nominal impact on the tax rate, the community can instead achieve a savings or expend the money elsewhere.
- Manage debt. A plan to accumulate cash over time and pay outright for a moderate-range capital expenditures helps preserve debt capacity for major, higher-dollar purchases or projects. An approach that balances debt with pay-as-you-go practices and protects against unforeseen costs is viewed in a positive light by credit rating agencies.
- Build resident confidence in government. Special purpose stabilization funds directly address resident concerns and provide assurance that money appropriated for a particular purpose will be used for that purpose and not be diverted.

The creation of a special purpose stabilization fund requires a two-thirds vote of a city or town council, town meeting, or district prudential (or similar) committee, and this vote must clearly define the purpose of the fund being established. As with a general stabilization fund, a city or town council, district committee, or town meeting may appropriate into a special stabilization fund by majority vote and may appropriate out of one by two-thirds vote.

There are three options for building up the balance in special purpose stabilization fund. One is as a traditional appropriation, presented either as a budget line item or in a separate article and sourced from within the levy or from other general fund revenues, such as a transfer of funds from another account. The second funding option is a unique type of Proposition 2½ override. Like a general override, additional tax revenue can be raised year after year without a communitywide ballot question beyond the year of inception. For this kind of override, however, the addition to the levy limit can be discontinued in a future year. Third, any fee, charge or other receipt may be dedicated to a stabilization fund, except locally assessed taxes, excises and property tax surcharges, or revenues reserved by law for a particular purpose, such as betterments that are dedicated to pay debt services.

In each succeeding year after a community has approved a stabilization fund override, the select board, city council or town council can continue the additional tax earmarked for the fund or may lower it, defer it, or resume a prior deferral solely through an annual two-thirds "appropriation" vote. The additional tax that can be appropriated for any year is limited to 102.5 percent of the amount when it was last appropriated.

For example, in FY2017, residents approve a \$100,000 override for a special purpose stabilization fund and town meeting appropriates that amount. In FY2018, \$102,500 (1.025 x \$100,000) is available for "appropriation" and that entire amount is "appropriated." For FY2019, \$105,062 is available (1.025 x \$102,500), but only \$80,000 is "appropriated." The amount available in FY2020 now becomes \$82,000 (1.025 x \$80,000), but the select board choose to make no appropriation. The amount available in FY2021 is \$82,000 (1.025 x last appropriation made, which was \$80,000 in FY2016).

Building up stabilization balances through an override unquestionably involves an increase to the tax levy but, as important, the creation of a special purpose stabilization fund provide a means for a municipality to respond to resident concerns about a lack of long-term planning. If considered thoughtfully and implemented prudently, these funds offer strategic mechanisms to help plan for future costs. Ultimately, they are most effective as a revenue source for anticipated expenditures, similar to a savings account. They work best when used to build moderate balances and pay midlevel expenditures the community will eventually need to make, like building maintenance, road repairs, and vehicle purchases.

For more information, please see the Information Guideline Release [2017-20 Stabilization Funds](#)

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

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:53  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: A Measure to Establish a Special Purpose Capital Projects Reserve Stabilization Account Under MGL Chapter 40, Section 5B

Dear Madam President and Councilors,

The General Laws of the Commonwealth allow cities and towns to create special purpose stabilization accounts to help build up funds for the purpose for which the account was created.

As you are aware, the City has recently made a more concerted effort to invest in our infrastructure and try to chip away at our growing capital improvement list. However, the list is only as good as the funds are available to accomplish the projects it lists.

As such, the Administration is requesting that the City Council create a special purpose stabilization account so that the City can build up a saving account to help fund capital items that the city has deferred due to lack of funding source.

Creating an account like this would allow us to avoid having to utilize the General Stabilization Account for capital projects, like what had to be done with the recent DPW salt shed vote.

Respectfully Submitted,

Michael J. Nicholson

ESTABLISHING A SPECIAL PURPOSE CAPITAL PROJECT RESERVE  
STABILIZATION FUND UNDER M. G. L. CHAPTER 40 SEC 5B

*VOTED:*

To establish a Special Purpose Capital Project Reserve Stabilization Fund,  
pursuant to Section 5B of Chapter 40 of the Mass. General Laws, for the purpose  
of establishing a capital project reserve fund.

## SPECIAL PURPOSE STABILIZATION FUNDS

March 2018



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There are three options for building up the balance in special purpose stabilization fund. One is as a traditional appropriation, presented either as a budget line item or in a separate article and sourced from within the levy or from other general fund revenues, such as a transfer of funds from another account. The second funding option is a unique type of Proposition 2½ override. Like a general override, additional tax revenue can be raised year after year without a communitywide ballot question beyond the year of inception. For this kind of override, however, the addition to the levy limit can be discontinued in a future year. Third, any fee, charge or other receipt may be dedicated to a stabilization fund, except locally assessed taxes, excises and property tax surcharges, or revenues reserved by law for a particular purpose, such as betterments that are dedicated to pay debt services.

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For example, in FY2017, residents approve a \$100,000 override for a special purpose stabilization fund and town meeting appropriates that amount. In FY2018, \$102,500 (1.025 x \$100,000) is available for "appropriation" and that entire amount is "appropriated." For FY2019, \$105,062 is available (1.025 x \$102,500), but only \$80,000 is "appropriated." The amount available in FY2020 now becomes \$82,000 (1.025 x \$80,000), but the select board choose to make no appropriation. The amount available in FY2021 is \$82,000 (1.025 x last appropriation made, which was \$80,000 in FY2016).

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For more information, please see the Information Guideline Release [2017-20 Stabilization Funds](#)



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 30, 2024

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

RE: Appropriation Transfer Request- City Clerk Salary to Expenses

Dear Madam President and Councilors,

In working to close out the FY2024 Fiscal Year, the City Auditor is requesting that funds be moved from the City Clerk excess salary appropriations to the Elections Department Professional Services to cover overages that were incurred in the Fiscal Year.

The City Clerk is in favor of this proposal as the funds are not needed for the fiscal year and became available due to vacancies in various positions in the Clerk's Office during the fiscal year.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 APR 30 PM 3:52  
CITY CLERK'S OFFICE  
GARDNER, MA



AN ORDER TRANSFERRING APPROPRIATIONS FROM CITY CLERK SAL &  
WAGES TO ELECTION & REGISTRATION PROFESSIONAL SERVICES  
OPERATING EXPENDITURES.

*ORDERED:*

That there be and is hereby transferred the appropriations sum of Fourteen  
Thousand Dollars, Five Hundred and No Cents (\$10,000.00) from City Clerk Dept  
Salaries & Wages to Election & Registration Professional Services Operating  
Expenditures.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RE: Appropriation Transfer Request – Human Resources Salaries to Expenses

Dear Madam President and Councilors,

With the resignation of Director Debra Pond from the City's Human Resources Department, the City Auditor is requesting that \$16,200 be transferred from the Director's Salary Line Item to the Department's Professional Services Expense Line Item.

This will cover the costs of the part time on-call consulting services the former director is providing the City in the interim before a new director is hired and FSA service fees that the City has incurred.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 APR 30 PM 3:53  
CITY OF GARDNER  
CITY CLERK'S OFFICE

AN ORDER TRANSFERRING APPROPRIATIONS FROM HUMAN RESOURCES  
SALARIES & WAGES TO OPERATING EXPENDITURES.

*ORDERED:*

That there be and is hereby transferred the appropriations sum of Sixteen  
Thousand Dollars, Two Hundred and No Cents (\$16,200.00) from Human Resources  
Salaries & Wages to Operating Expenditures.

PROFESSIONAL SERVICES

\$ 16,200

**Mayor**

---

**From:** John Richard  
**Sent:** Monday, April 29, 2024 11:40 AM  
**To:** Mayor  
**Subject:** Transferring HR Dept Sal Appropriation to Operating Expense  
**Attachments:** TRANSFERING APPROP FROM SAL TO OPER EXP HR DEPT 4-29-2024.doc

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Mike

I would like to recommend transferring \$16,200 of HR salaries appropriations to HR Professional Services Operating Expense appropriations. This would cover the intern HR consulting services and FSA services fees. I calculated that there is \$17,200.48 in available salaries appropriations because of open HR dept positions.

| Description              | 2024 Revised Budget | 2024 Actual  | 2024 Available | NEEDED AMT   | REMAINING    |
|--------------------------|---------------------|--------------|----------------|--------------|--------------|
| DEPT HEAD SALARY & WAGES | \$ 96,540.17        | \$ 70,413.24 | \$ 26,126.93   | \$ 14,823.84 | \$ 11,303.09 |
| CLERK/ASST SAL & WAGES   | \$ 50,510.14        | \$ 35,945.87 | \$ 14,564.27   | \$ 8,666.88  | \$ 5,897.39  |
|                          |                     |              |                |              |              |
|                          |                     |              |                |              | \$ 17,200.48 |

|                     |                     |                       |
|---------------------|---------------------|-----------------------|
| FSA SERVICE FEES    | \$ 10,200.00        |                       |
| HR CONSULTING FEES  | \$ 6,000.00         |                       |
| <b>TOTAL NEEDED</b> | <b>\$ 16,200.00</b> | Prof Services Expense |

The order is attached. If we can get it on the next FinCom and CC agenda that would be great.

Thank you.

John Richard  
 City Auditor



95 Pleasant Street, Room 114  
 Gardner, MA 01440-2630  
 978-632-1900 ext 8020



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

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May 2, 2024

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

RECEIVED  
2024 MAY -2 PM 2:41  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: Appropriation Transfer Request – Mayors Department Salaries to Expenses

Dear Madam President and Councilors,

In working to close out the FY2024 Fiscal Year, the City Auditor is requesting that funds be moved from the Mayor’s Department excess salary appropriations to the Mayor’s Unclassified Account to cover overages that were incurred in the Fiscal Year and put additional funds into the capital improvement account.

These funds are not needed for the fiscal year and became available due to the vacancy in the Executive Aide Position during the fiscal year.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER TRANSFERRING APPROPRIATIONS FROM MAYOR DEPT,  
EXECUTIVE AIDE SALARIES TO MAYOR UNCLASSIFIED DEPT, OPERATING  
EXPENDTURES.

*ORDERED:*

That there be and is hereby transferred the appropriations sum of Thirty Thousand Dollars and No Cents (\$30,000.00) from Mayor Department, Executive Aide Salaries to Mayor Unclassified Operating Expenditures as follow:

|                              |          |
|------------------------------|----------|
| TELEPHONE EXPENSES           | \$25,000 |
| CAPITAL IMPROVEMENT EXPENSES | 5,000    |



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

---

May 2, 2024

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

RE: Appropriation Transfer Request – Health Department Salary to Expenditures

Dear Madam President and Councilors,

In working to close out the FY2024 Fiscal Year, the City Auditor is requesting that funds be moved from the Health Department excess salary appropriations to the Health Department Expense Account to cover overages that were incurred in the Fiscal Year.

The Director of Public Health is in favor of this proposal as the funds are not needed for the fiscal year and became available due to vacancies in Health Inspector position during the fiscal year.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 MAY -2 PM 2:41  
CITY CLERK'S OFFICE  
GARDNER, MA

AN ORDER TRANSFERRING APPROPRIATIONS FROM HEALTH DEPT SAL &  
WAGES TO HEALTH DEPT OPERATING EXPENDTURES.

*ORDERED:*

That there be and is hereby transferred the appropriations sum of Nine Thousand Dollars, Five Hundred dollars and No Cents (\$9,500.00) from Health Dept Salaries & Wages to Health Dept Operating Expenditures as follows:

|                                  |            |
|----------------------------------|------------|
| Professional Services Expense    | \$7,500.00 |
| Professional Development Expense | 2,000.00   |





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:53  
CITY CLERK  
JANET GARDNER

RE: An Ordinance to Amend the Code of the City of Gardner, Chapter 560 thereof entitled  
"Solid Waste," to Change the Fee for Solid Waste Collection

Dear Madam President and Councilors,

Based on the City's financial revenue and expense projections, the City Auditor and Director of Public Health have submitted a request to amend the solid waste collection service fees that are listed in the City's ordinances to cover the increased costs associated with the City's contract for these services.

This covers trash and recycling removal services that are charged to the City's residents through the quarterly water, sewer, and trash bills.

This represents an increase of \$15 per year from now through the end of FY2028.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 560,  
THEREOF, ENTITLED "SOLID WASTE," TO CHANGE THE FEE FOR SOLID WASTE  
COLLECTION

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

**SECTION 1:** Section 560-3(B)(i) of the Code of the City of Gardner, thereof entitled "Annual Fee; Trash Bags," is hereby amended by deleted in its entirety and replaced with the following:

B. Annual Fee; Trash Bags

i. For the collection and handling of rubbish, garbage, ashes and source-separated materials, the annual fee for each household and each unit of apartment buildings containing eight or fewer units in the City shall be as follows:

(a) Effective July 1, 2025:

- \$68.00 per quarter

(b) Effective July 1, 2026:

- \$72.00 per quarter

(c) Effective July 1, 2027:

-\$75.00 per quarter

(d) Effective July 1, 2028:

- \$79.00 per quarter

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

January 4, 2024

RECEIVED  
2024 JAN 04 11:04

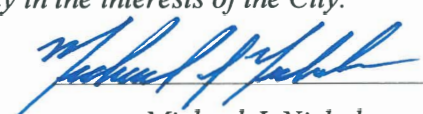
**Commonwealth of Massachusetts**

*Worcester County*

*City of Gardner*

**CERTIFICATE OF APPOINTMENT**

I appoint **Robert Bettez** to the position of **Member, Planning Board**, and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

 Mayor  
Michael J. Nicholson

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

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

Expires: January 4, 2026

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

Then personally appeared the above named **Robert Bettez** and made oath that he/she would faithfully and impartially perform the duties of the office of **Member, Planning Board** according to law and the best of his/her abilities.

Before me,  
\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

January 4, 2024

RECORDED  
2024 APR -6 11:04

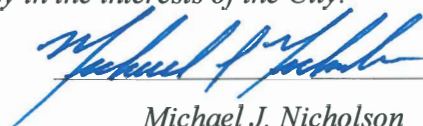
# Commonwealth of Massachusetts

Worcester County

City of Gardner

## CERTIFICATE OF APPOINTMENT

I appoint **Robert Swartz** to the position of **Member, Planning Board**, and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

  
\_\_\_\_\_  
Michael J. Nicholson Mayor

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

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

Expires: January 4, 2026

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

Then personally appeared the above named **Robert Swartz** and made oath that he/she would faithfully and impartially perform the duties of the office of **Member, Planning Board** according to law and the best of his/her abilities.

Before me,  
\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

January 4, 2024

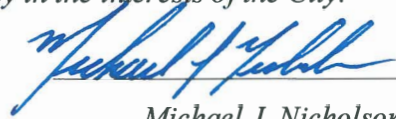
**Commonwealth of Massachusetts**

*Worcester County*

*City of Gardner*

**CERTIFICATE OF APPOINTMENT**

I appoint **Stephen Cormier** to the position of **Member, Planning Board**, and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.



Mayor

Michael J. Nicholson

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

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

Titi Siriphan

Expires: January 4, 2026

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

Then personally appeared the above named Stephen Cormier and made oath that he/she would faithfully and impartially perform the duties of the office of **Member, Planning Board** according to law and the best of his/her abilities.

Before me,

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

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

RECEIVED

April 11, 2024

2024 APR 11 PM 2:20  
CITY CLERK'S OFFICE  
GARDNER, MA  
Worcester County

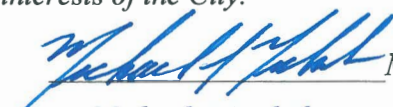
# Commonwealth of Massachusetts

City of Gardner

## CERTIFICATE OF APPOINTMENT

I appoint Vincent Pusateri to the position of Assistant City Solicitor, and I certify

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

  
\_\_\_\_\_  
Michael J. Nicholson  
Mayor

Confirmed by City Council \_\_\_\_\_.

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

Expires: January 1, 2025

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

Then personally appeared the above named Vincent Pusateri 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,  
\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_



**CITY OF GARDNER  
MASSACHUSETTS 01440**

OFFICE OF THE  
**CITY CLERK**

Room 121, City Hall  
Tel (978) 630-4058  
Fax (978) 630-2589

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**NOTICE AND OTHER INTERESTED PARTIES**

Notice is hereby given that the City Council will conduct a Public Hearing on Monday, May 6, 2024 at 7:30 p.m. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, Massachusetts, regarding:

**11086** – An Ordinance to Amend the Code of the City of Gardner Chapter 600, Entitled “Vehicles and Traffic”, Section 24, Entitled “Parking Prohibited on Certain Streets” – Comee Street. *(In the City Council and Referred to the Public Safety Committee 11/6/2023; More Time 11/20/2023, 12/4/2023, 12/18/2023, 1/2/2024, 1/16/2024, 2/5/2024, 2/20/2024, 3/4/2024, 3/18/2024, 4/1/2024, 4/16/2024)*

Persons interested in this matter are encouraged to attend and to offer testimony.

CITY COUNCIL OF GARDNER

Titi Siriphan, City Clerk

AN ORDINACNE TO AMEND THE CODE OF THE CITY OF GARDNER CHAPTER 600, ENTITLED  
“VEHICLES AND TRAFFIC”, SECTION 24, ENTITLED “PARKING PROHIBITED ON CERTAIN STREETS”

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

SECTION 1: Section 24, of Chapter 600 of the Code of the City of Gardner, entitled “Parking Prohibited on Certain Streets” by amended by adding the following

| <u>Name of Street</u> | <u>Side</u> | <u>Location</u>                                       |
|-----------------------|-------------|-------------------------------------------------------|
| Comee St              | West        | Entire Length                                         |
| Comee St              | East        | From Pearl Street southerly for a distance of 30 feet |





# CITY OF GARDNER POLICE DEPARTMENT

200 Main Street • Gardner, Massachusetts 01440

**Emergency-Dial 911**

Main line: (978) 632-5600

Fax Line: (978) 630-4027



## **TRAFFIC COMMISSION - MEETING MINUTES**

Date: Thursday August 10,2023 Time: 10am

Location: Community Classroom, GPD

Provided by Dept. Chief of Police Nick Maroni

1. Members in attendance: Call to Order: 10:03 am by D.C. Nicholas Maroni  
Dane Arnold – Director of DPW  
Rob Oliva – City Engineer  
Josh Cormier – Director of Civil Enforcement  
Craig Cormier – Councilor at large

Member(s) not in attendance- Trevor Beauregard

2. Waive reading / acceptance of meeting minutes from April 24,2023
  - a. Motion by Dane, 2<sup>nd</sup> by Rob, All in favor – Unanimous.
3. Rob- updated on flashing school zone signs on Catherine St
  - a. Future updates to city ordinance to define current school zones.
4. Gardner ale house renting a parking spot on parker St to designate as Pick up parking.
  - a. Josh- if allowed would this cause other businesses to ask too.
  - b. Dane-not in favor, large parking area behind business and across the street
  - c. Nick- limited parking already in the downtown area
  - d. Dane motion to not allow pick up parking for all of downtown, Rob 2<sup>nd</sup>, unanimous vote.
5. Pedestrian traffic concerns with new Tap House going in at Bullnose Park.
  - a. Rob- ask Tap house to help enhance crosswalks in area, flashing lights, push button to activate when pedestrians cross. Recommends city work with building owner to install flashing lights
6. New School Traffic and speeding on Catherine St.
  - a. Dane worked with school on new traffic pattern for drop off and pick up that should cut down on traffic. Tabled until start of school to see how it works.
7. Eliminate Parking Spot on Central St near the cross walk at Lake St on the Southwest travel side of Central St so pedestrians can be seen by motor vehicles.
  - a. Dane motioned, Josh 2<sup>nd</sup> All in Favor-Unanimous
  - b. Forwarded to Public Safety Committee
8. Remove handicap spot in front of 144 Central St and recommend city council to approve new Handicap spots on Central St at Monument Park.
  - a. Dane motioned, Josh 2<sup>nd</sup>, all in favor, unanimous.
  - b. Forwarded to Public Safety Committee
  - c. Let property owner know about removing Handicap spot in front of 144 Central.

9. Eliminate parking spot in front of crosswalk on west bound side of East Broadway at Prospect St so motor vehicles can see pedestrians in the cross walk.
  - a. Dane motioned, Rob 2<sup>nd</sup> all in favor, unanimous.
  - b. Forwarded to Public Safety Committee.
  
10. New Business
  - a. Rob suggested making whole length of westside of Comee St no parking and making no parking 30 ft from stop sign on east side heading from Pearl St
    - i. Dane motioned, Josh 2<sup>nd</sup> all in favor, unanimous will be forwarded to public safety committee.
  - b. Speeding on Elm St & Lawrence St, request more enforcement with school starting.
  - c. Craig asked about speeding issues on Chesley St
    - i. Nick stated Officers did enforcement in that area and we have not received any further complaints.

Conclusion: At 10:56 am Dane made a motion to adjourn the meeting, seconded by Craig

All in favor - Unanimous

Next Traffic Committee Meeting Schedule: TBD

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER CHAPTER 600, ENTITLED  
“VEHICLES AND TRAFFIC”, SECTION 24, ENTITLED “PARKING PROHIBITED ON CERTAIN STREETS”

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

SECTION 1: Section 24, of Chapter 600 of the Code of the City of Gardner, entitled “Parking Prohibited on Certain Streets” be amended by adding the following

| <u>Name of Street</u> | <u>Side</u> | <u>Location</u>                                        |
|-----------------------|-------------|--------------------------------------------------------|
| Douglas Rd            | South       | From Coleman Street westerly for a distance of 30 feet |



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



Eric P. McAvene  
 Chief of Police

Nicholas P. Maroni  
 Deputy Chief of Police

Date: 12/5/2023

To Councilor Cormier, Committee Chairman, and members of the Public Safety Committee,

The Traffic Committee met on November 28, 2023 and discussed a few changes and recommendations to increase the safety of the City's roadways. The following are the changes and recommendations the Traffic Committee voted on, unanimously (6 of 6) to send to the Public Safety Committee for review.

1. City Ordinance change to §600-24 (Parking prohibited on certain Streets) due to parking spots being eliminated by new construction around Monument Park.

| <b>Name of Street</b> | <b>Side</b> | <b>Location</b>                   |
|-----------------------|-------------|-----------------------------------|
| Park Street           | South       | From Cottage Street to Central St |

2. Temporary 60 Day restricted parking trial on the North side of Edgell St to Westford St.
3. Recommended eliminating parking 30 ft southerly side of Douglas Rd.

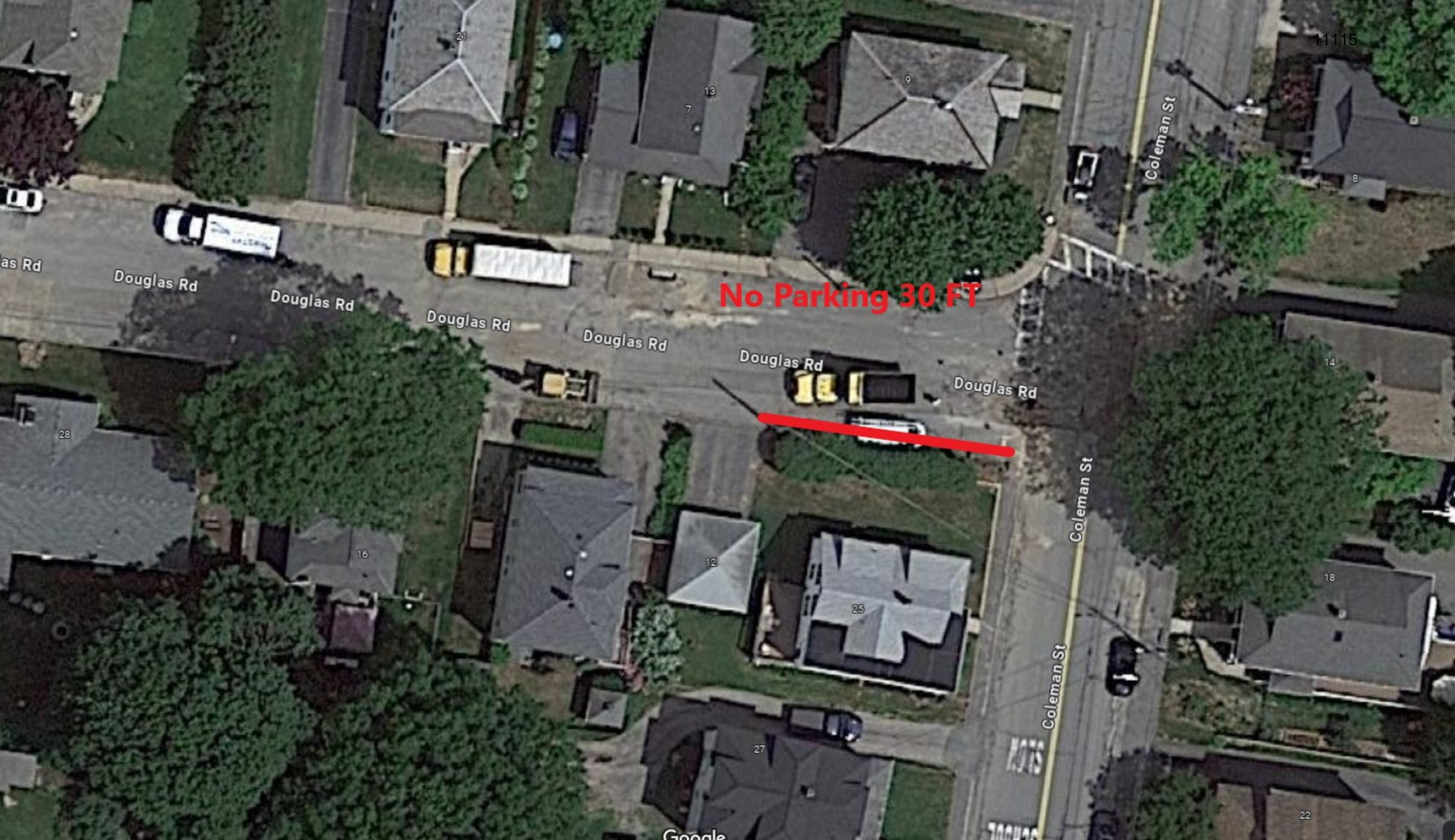
The commission appreciates your attention to these matters and members can be made available if further clarification is needed. Photos of the proposed areas have been attached.

Respectfully Submitted,

Nicholas Maroni  
 Deputy Chief of Police/ Traffic Committee Commissioner

CC: Traffic Commission members, City Clerk





No Parking 30 FT

Douglas Rd

Douglas Rd

Douglas Rd

Douglas Rd

Douglas Rd

Douglas Rd

Coleman St

Coleman St

Coleman St



Cherry St

Westford St

Comee St

**No parking**

Edgell St

Edgell St

Westford St

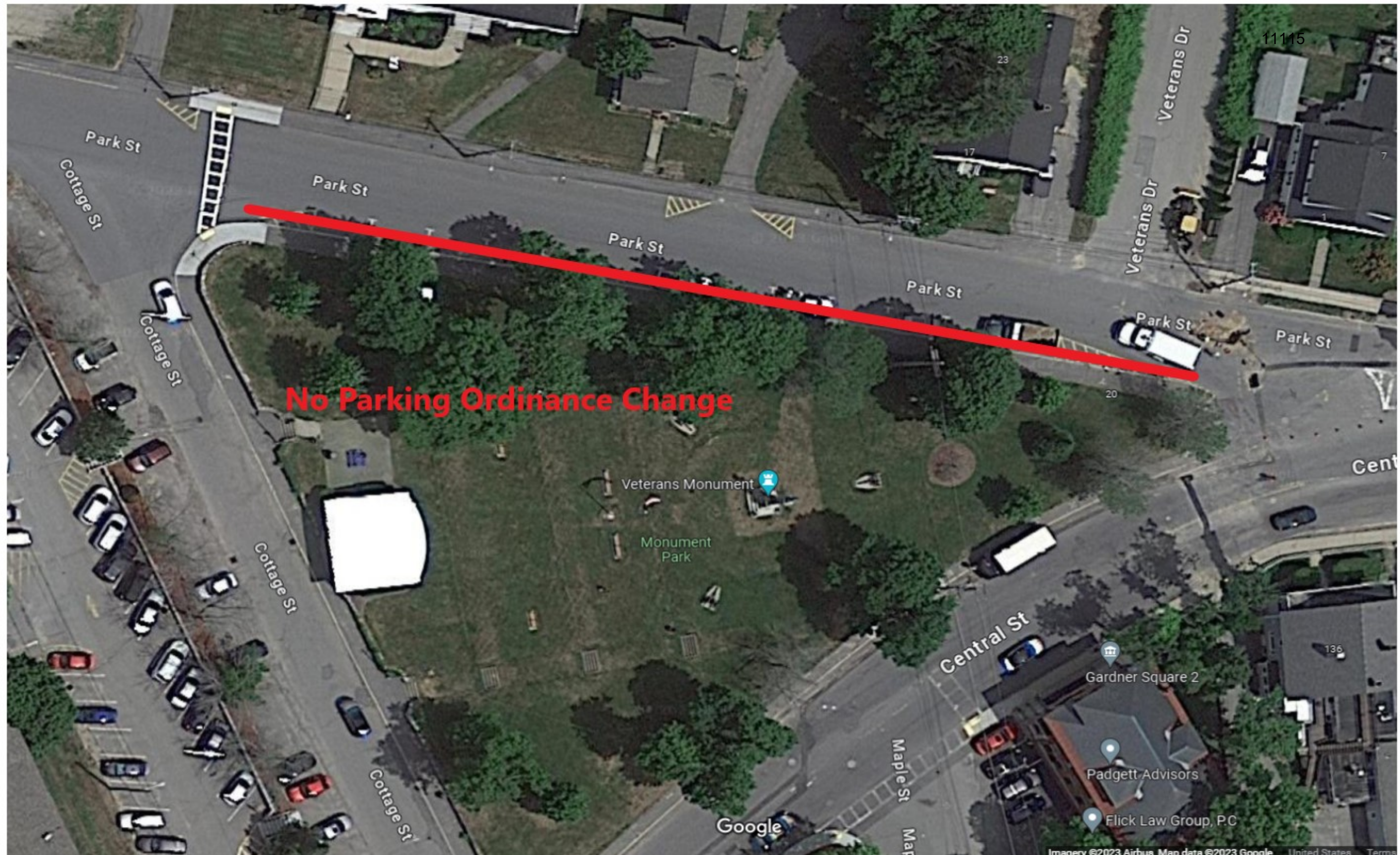
Edgell St

Lawrence St

Edgell St

Edgell St





**No Parking Ordinance Change**

Veterans Monument

Monument Park

Gardner Square 2

Padgett Advisors

Flick Law Group, P.C

Google

11115

23

17

20

136



AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER CHAPTER 600, ENTITLED "VEHICLES AND TRAFFIC", SECTION 24, ENTITLED "PARKING PROHIBITED ON CERTAIN STREETS"

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

SECTION 1: Section 24, of Chapter 600 of the Code of the City of Gardner, entitled "Parking Prohibited on Certain Streets" be amended by adding the following

| <u>Name of Street</u> | <u>Side</u> | <u>Location</u>                    |
|-----------------------|-------------|------------------------------------|
| Edgell Street         | North       | From Elm Street to Lawrence Street |





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

---

March 12, 2024

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

RECEIVED  
2024 MAR 14 PM 12:49  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: An Ordinance to Amend the Code of the City of Gardner, to add a new Chapter 15 to be entitled "Agricultural Commission"

Dear Madam President and Councilors,

Recently, a group of residents have created a grassroots group to advocate for the creation of an agricultural commission in the City to be created under the provisions of the General Laws of the Commonwealth.

The attached ordinance proposal is being submitted to following this group's advocacy efforts.

Copies of the petitions and letters of support received by the Administration are attached to this correspondence, as well as the provisions of Section 8L of Chapter 40 of the General Laws.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER TO CREATE A NEW CHAPTER 15 TO BE ENTITLED, "AGRICULTURAL COMMISSION"**

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

**Section 1:** That a new Chapter 15 be added to the Code of the City of Gardner, to be entitled, "Agricultural Commission" as follows:

**Section I: Name**

There is hereby established an Agricultural Commission in the City of Gardner.

**Section II: Purpose**

The purpose of the Agricultural Commission is to support, encourage, and promote agriculture within the City of Gardner, and shall promote agricultural-based economic opportunities in the City. The Agricultural Commission shall also focus on improving access to fresh and local produce, providing oversight for the operation of a farmers market, and enabling community educational events.

**Section III: Establishment and Authority**

1. The Agricultural Commission is hereby established in accordance with the provisions of M.G.L. Chapter 40, Section 8 (L).
2. The Agricultural Commission shall have the authority to:
  - a. Investigate, study, and make recommendations concerning agricultural issues within the City of Gardner and advise the Mayor, Planning Board, Zoning Board of Appeals, Conservation Commission, Board of Health, Board of Assessors, and other local organizations on projects and activities.
  - b. Oversee, engage, and promote agricultural-based economic opportunities.
  - c. Oversee and support the operations of a farmers market within the city.
  - d. Collaborate with local farmers, businesses, and educational institutions to enhance the agricultural community with programs and events.
  - e. Act as mediators, advocates, educators and/or negotiators on farming issues.
  - f. Reporting on its projects and activities on an annual basis within the Annual Report of the City

**Section IV: Membership**

1. The Commission will consist of five resident members including members from the active farming community of Gardner, appointed by the Mayor and confirmed by majority vote of the City Council.
2. Members will be appointed for one-year terms and are eligible to be re-appointed. Up to five alternates may also be appointed by the Mayor, subject to confirmation by the City Council, each for one-year terms.

3. Members of the Agricultural Commission shall be residents of the City of Gardner, with a demonstrated interest or experience in agriculture, business, education, or related fields.
4. Members may include representatives from local farming communities, educational institutions, business owners, and concerned citizens.

#### Section V: Meetings and Quorum

1. The Agricultural Commission shall meet at least 10 times per year.
2. A quorum for Agricultural Commission meetings shall be 3 members.

#### Section VI: Officers

1. The Agricultural Commission shall elect officers annually, including a Chairperson, Vice Chairperson, and Secretary.
2. The Chairperson shall preside over meetings, the Vice Chairperson shall assume the duties of the Chairperson in their absence, and the Secretary shall keep records of Agricultural Commission proceedings and post minutes.
3. The Agricultural Commission Chairperson shall not be eligible for longer than three consecutive years.

#### Section VII: Duties and Responsibilities

1. Agricultural Education:
  - a. Promote educational programs that increase awareness of agriculture and its importance in the community.
  - b. Collaborate and support the local schools on agricultural programs.
  - c. Identify alternative ways to promote and provide access to gardening space and fresh produce for the city residents.
2. Supporting Local Agriculture:
  - a. Advocate for policies that support local farmers and agricultural businesses.
  - b. Explore opportunities for agricultural grants, incentives, and funding.
3. Farmers Market Oversight:
  - a. Oversee and explore new farmers market opportunities in the City
  - b. Work with local vendors and stakeholders to organize and oversee the farmers market.
  - c. Establish and enforce guidelines for market vendors and oversee market manager.
4. Improving Access to Fresh Produce:
  - a. Explore initiatives to increase access to fresh and locally grown produce for all residents, including underserved populations.
  - b. Collaborate with local organizations to implement programs like community gardens or food assistance programs.

**Section 2:** That this ordinance shall take effect upon passage and publication as required by law.







Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

As a proud resident of Gardner, I am wholeheartedly in favor of establishing a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Gardner, contrary to common misconceptions, is home to a thriving agricultural sector that deserves acknowledgment.

The development of clear by-laws by the AgCom is crucial to ensuring the fair and effective operation of our farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement. It aligns perfectly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

Moreover, integrating educational outreach initiatives will be pivotal in dispelling misconceptions about the absence of farms in our town. The AgCom's efforts can spotlight the diverse agricultural activities taking place, fostering a more informed understanding among residents.

I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

*Shelby Chappell*

Date 12/14/23

Your Name Shelby Chappell

Address 547 Partridge St. Gardner, MA 01440

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

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I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. In addition to expressing my support, I would like to express my interest in participating on the AgCom to contribute actively to this essential community initiative.

I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely, *Kendal M. Royer*

Date 12/14/23

Your Name Kendal M. Royer

Address 53 Olde Colonial Drive, Unit #3  
Gardner, MA

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

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I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

Date 12/14/2023

Your Name Natalia Hutton

Address 28 Wasq Street, Gardner, MA 01440-1845



Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

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I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

Date 12/14/2023  
Your Name Japhet Huth  
Address 28 Wasa Street, Gardner, MA 01440-1845

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

As a proud resident of Gardner, I am wholeheartedly in favor of establishing a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Gardner, contrary to common misconceptions, is home to a thriving agricultural sector that deserves acknowledgment.

The development of clear by-laws by the AgCom is crucial to ensuring the fair and effective operation of our farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement. It aligns perfectly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

Moreover, integrating educational outreach initiatives will be pivotal in dispelling misconceptions about the absence of farms in our town. The AgCom's efforts can spotlight the diverse agricultural activities taking place, fostering a more informed understanding among residents.

I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

Date 12/14/23

Your Name Patricia A. Bergstrom Patricia A. Bergstrom

Address 194 Central St #126, Gardner MA 01440

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Dear Mayor Mike,

As a proud resident of Gardner, I am wholeheartedly in favor of establishing a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Gardner, contrary to common misconceptions, is home to a thriving agricultural sector that deserves acknowledgment.


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Thank you for your time and consideration.

Sincerely,



Date 12-16-23

Your Name

Tommy Erdmann

Address

183 Regan Street, Gardner

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Dear Mayor Mike,

As a proud resident of Gardner, I am wholeheartedly in favor of establishing a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Gardner, contrary to common misconceptions, is home to a thriving agricultural sector that deserves acknowledgment.

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Thank you for your time and consideration.

Sincerely,



Date 12/21/23

Your Name Jason Bosse

Address 435 Partridge St, Gardner MA 01440

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Dear Mayor Mike,

As a proud resident of Gardner, I am wholeheartedly in favor of establishing a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Gardner, contrary to common misconceptions, is home to a thriving agricultural sector that deserves acknowledgment.

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I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. I urge the City Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

*Carolyn J Meany*

Date 12/21/2023

Your Name Carolyn Meany

Address 414 Partridge St. Gardner, MA 01440



Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

As a proud business owner in Gardner, I wholeheartedly support the establishment of a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Contrary to common misconceptions, Gardner boasts a thriving agricultural sector that deserves acknowledgment.


The creation of clear by-laws by the AgCom is vital for ensuring the fair and effective operation of our farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement, aligning seamlessly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

Furthermore, the integration of educational outreach initiatives will play a pivotal role in dispelling misconceptions about the absence of farms in our town. The AgCom's efforts can spotlight the diverse agricultural activities taking place, fostering a more informed understanding among residents.

I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,

Date 12/12/23  
Your Name   
Business Name CrossFit 696  
Address 696 West Broadway

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Proposal for Gardner Agricultural Commission - Farmers' Market Oversight and Education

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

Dear Mayor Mike,

As a proud business owner in Gardner, I wholeheartedly support the establishment of a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Contrary to common misconceptions, Gardner boasts a thriving agricultural sector that deserves acknowledgment.

The creation of clear by-laws by the AgCom is vital for ensuring the fair and effective operation of our farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement, aligning seamlessly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

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I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural community. I urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank you for your time and consideration.

Sincerely,



Date 12/14/2003

Your Name ANNE LEBLANC

Business Name JOHN'S SPORT SHOP

Address 38 MAIN ST GARDNER



Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Support for Gardner Agricultural Commission (AgCom)

Dear Mayor Mike,

*VP of MAAC, VP WLF, VC Sterling Ag Comm. member LFW Steering Comm*

I am writing as the ~~President of Sterling Ag, Mass Farm Bureau~~ and Owner of Pineo Family Farm, to express ~~our~~<sup>my</sup> strong support for the establishment of the Gardner Agricultural Commission (AgCom) and to their oversight of the Gardner Farmers Market. We believe this initiative aligns seamlessly with our shared commitment to promoting equitable access to healthy food and fostering environmental sustainability.

*VP MAAC VP Ware County*

Through my role as ~~President of Sterling Ag and Mass Farm Bureau~~, I have dedicated myself to advancing the interests of local farmers and promoting sustainable agricultural practices. The Gardner AgCom and Farmers Market represent a significant step towards realizing our common objectives and fulfilling our mission.

The goals outlined by the Gardner AgCom, particularly making fresh, healthy food more accessible, improving well-being, and building community pride and connections, deeply resonate with my dedication to supporting local farmers and sustainable agriculture.

The strategies drafted for the Gardner AgCom, such as providing resources for community gardening, promoting sustainable food practices, and facilitating direct-to-consumer sales of affordable and healthy food, strongly align with our vision for a thriving agricultural community.

I am excited about the positive impact the Gardner AgCom and Farmers Market can have on the community and am eager to collaborate in any capacity to ensure its success. I am prepared to provide support, share resources, and actively engage in initiatives that promote healthy people and healthy communities.

Thank you for your commitment to this valuable project, and we look forward to the positive changes it will bring to the community.

Sincerely,

*Michael S. Pineo*

~~Mike Pineo~~

Pineo Family Farm  
~~MA Farm Bureau~~

~~Sterling Agriculture Commission President~~  
~~President, Sterling Agricultural Commission~~

978-833-6574

*MAAC VP Ware County Farm Bureau VC Sterling Ag Comm. Member LFW Steering Committee*

Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440

Subject: Support for Gardner Agricultural Commission (AgCom) Proposal

December 17, 2023

Dear Mayor Nicholson,

As a recent purchaser of a farm and garden business in Gardner, we wholeheartedly support the establishment of a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing the Gardner's farmers' market, crafting essential by-laws, and integrating agricultural educational outreach. Contrary to common misconceptions, Gardner boasts a thriving agricultural sector that deserves acknowledgment. We know because a lot of that energy flows through our store.

The creation of clear by-laws by the AgCom is vital for ensuring the fair and effective operation of Gardner's farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement, aligning seamlessly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

Furthermore, the integration of educational outreach initiatives will play a pivotal role in dispelling misconceptions about the absence of farms in our town. The AgCom's efforts will spotlight the diverse agricultural activities taking place, fostering a more informed understanding among residents.

We're confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of Gardner's agricultural community. We urge the Town Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to locally grown products of all kinds from food to flowers, fibers to forage, fats to fuel.

Thank you for your time and consideration.

Sincerely,



ML Altobelli

The Good Earth Farm and Garden Center

633 West Broadway

Gardner, MA 01440



Mayor Mike Nicholson Office of the Mayor of Gardner, MA, 01440  
Subject: Letter of Support for Gardner Agricultural Commission (AgCom)

Dear Mayor Mike,

I am writing this letter on behalf of Growing Places to express our wholehearted support for the establishment of the Gardner AgCom. We believe that this initiative aligns seamlessly with our shared mission and goals in promoting equitable access to healthy food and environmental sustainability.

At Growing Places, our mission is to inspire and connect the North Central MA community to create equitable access to healthy food and environmental sustainability through education, collaboration and advocacy. The Gardner AgCom represents a crucial step towards achieving our shared goals and fulfilling our mission.

The goals outlined by the Gardner AgCom, particularly in supporting the small farmers and making fresh, healthy food more accessible, improving well-being, and building community pride and connections, resonate deeply with our organizational objectives. We understand the importance of fostering healthy habits, increasing social connections, and advocating for a socially just regional food system.

The strategies employed by the Gardner AgCom, including providing educational resources for our community, promoting sustainable food practices, and increasing access to fresh affordable healthy local food, strongly align with our values and direct services. We appreciate the commitment to building cultural knowledge and competency, as well as securing the necessary resources to serve the mission effectively.

We are excited about the positive impact the Gardner AgCom can have on the community and look forward to aligning our efforts to ensure its success. Thank you for your commitment to our local food system and this valuable policy and system change for the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Ayn Yeagle". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Date: 12/21/2023

Name: Ayn Yeagle - Growing Places, Executive Director

Address: 325 Lindell Ave, Leominster, MA 01453

208 Coleman Street  
Gardner, MA 01440  
P: 978-632-0934  
F: 978-630-3337



11211

I/DD Services  
SUD Services  
Transit Services  
[www.gaamha.org](http://www.gaamha.org)

December 12, 2023

Mayor Michael J. Nicholson  
City of Gardner  
95 Pleasant St.  
Room 125  
Gardner, MA 01440

Dear Mayor Nicholson,

I am writing to you to express GAAMHA's emphatic support for the establishment of a Gardner Agricultural Commission (AgCom) with a specific focus on overseeing our farmers' market, crafting essential by-laws, and integrating educational outreach. Contrary to common misconceptions, Gardner boasts a thriving agricultural sector that deserves acknowledgment.

As you are aware, GAAMHA is an active participant in this sector and is using agriculture as a modality to improve the lives of local youth and adults experiencing challenges related to substance use and mental health. Our program participants at our Evergreen Grove campus on Green St have recently begun growing specific crops in collaboration with Growing Places which will be made available to local residents and create revenues that will help support our non-profit mission. Additionally, GAAMHA is currently exploring our capacity to act as an institutional purchaser of locally grown produce in an effort to provide healthy, locally grown food for our residential programs and strengthen our local economy.

The creation of clear by-laws by the AgCom is vital for ensuring the fair and effective operation of our farmers' market. This initiative will actively support local farmers, improve access to locally sourced foods, and enhance community engagement, aligning seamlessly with AgCom's broader mission to provide a local voice for farmers and promote the visibility of farming in our community.

Furthermore, the integration of educational outreach initiatives will play a pivotal role in dispelling misconceptions about the absence of farms in our town. The AgCom's efforts can spotlight the diverse agricultural activities taking place, fostering a more informed understanding among residents.

I am confident that the Gardner AgCom, with its emphasis on farmers' market oversight and education, will significantly contribute to the growth and recognition of our local agricultural

208 Coleman Street  
Gardner, MA 01440  
P: 978-632-0934  
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11211

I/DD Services  
SUD Services  
Transit Services  
[www.gaamha.org](http://www.gaamha.org)

community. I urge the City Council to consider and endorse this comprehensive proposal, recognizing its potential to showcase Gardner's agricultural richness and improve access to these valuable resources.

Thank You,

A handwritten signature in black ink, appearing to read "S.P.H.", is positioned above the typed name.

Shawn P. Hayden, LADC-II  
Vice President



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 8L** MUNICIPAL AGRICULTURAL COMMISSION

Section 8L. (a) For the purposes of this section "farming" and "agriculture" shall have the same meaning as ascribed to them in section 1A of chapter 128.

(b) A municipality which accepts this section may establish a municipal agricultural commission to promote and develop the agricultural resources of the municipality. Unless otherwise restricted by law, a municipal agricultural commission may: (i) buy, hold, manage, license or lease land for agricultural purposes; (ii) educate the public on agricultural issues; (iii) advocate for farmers, farm businesses and farm interests; (iv) assist farmers in resolving municipal problems or conflicts related to farms; (v) seek to coordinate agricultural-related activities with other governmental bodies or unofficial local groups or organizations that promote agriculture; (vi) receive grants, gifts, bequests or devises of money or personal property of any nature and interests in real property in accordance with this section; (vii) apply for, receive, expend and act on behalf of the municipality in connection with federal and state grants or programs or private grants related to local agriculture, with the approval

of the mayor or city manager in a city or the board of selectmen in a town; and (viii) advertise, prepare, print and distribute books, maps, charts and pamphlets related to local agriculture that the municipal agricultural commission deems necessary for its work.

(c) A commission may conduct research and prepare agricultural-related plans, including a comprehensive local agricultural land plan which shall be, to the extent possible, consistent with any current town master plan and regional area plans. The plan shall show or identify: (i) agricultural land areas and facilities; (ii) matters which may be shown on a tract index under section 33 of chapter 184; (iii) acquisitions of interest in land under this section; (iv) municipal lands that are held as open space; (v) nonmunicipal land subject to legal requirements or restrictions to protect that land or use it for open space, conservation, recreation or agriculture; (vi) land that should be retained as a public necessity for agricultural use; and (vii) any other information that the commission determines to be relevant to local agricultural land use. The commission may amend the plan whenever necessary.

(d) The commission may appoint a chair, clerks, consultants and other employees and may contract for materials and services as it may require, subject to appropriation by the municipality.

(e) The commission shall keep accurate records of its meetings and actions and shall file an annual report with the clerk of the municipality. The commission's annual report shall be posted on the municipality's public website and, in a town, shall be printed in the annual town report for that year.



(f) A commission shall consist of not less than 3 nor more than 7 members who shall be residents of the municipality. A majority of members shall be farmers or employed in an agriculture-related field. If farmers or persons employed in agriculture are not available to serve on the commission, then the commission shall include a majority of members with knowledge and experience in agricultural practices or knowledge of related agricultural business. Each member of the commission shall serve for a term of 3 years; provided, however, that the initial members appointed under this section shall serve for terms of 1, 2 or 3 years and the terms shall be arranged by the appointing authority so that the terms of approximately 1/3 of the commission's members shall expire each year.

In a city, the members of a commission shall be appointed by the mayor unless otherwise provided by the city's charter; provided, however, that in a city having a Plan D or Plan E charter, the appointments shall be made by the city manager unless otherwise provided by the city's charter. In a town, the members of the commission shall be appointed after a public hearing by the board of selectmen; provided, however, that in a town having a town manager form of government, the appointments shall be made by the town manager subject to the approval of the board of selectmen.

A member of a commission may be removed for cause by the appointing authority after a public hearing if a hearing is requested by the member. A vacancy created by a member being removed for cause shall be filled by the appointing authority for the remainder of the unexpired term in the same manner as the original appointment.

(g) A commission may receive gifts, bequests or devises of personal property or interests in real property as described in this subsection in the name of the municipality, subject to the approval of the city council or board of selectmen, as the case may be. The commission may purchase interests in the land only with funds available to the commission. A city council or a town meeting may raise or transfer funds so that the commission may acquire in the name of the municipality, by option, purchase, lease or otherwise, the fee in the land or water rights, conservation or agricultural restrictions, easements or other contractual rights as may be necessary to acquire, maintain, improve, protect, limit the future use of or conserve and properly utilize open spaces in land and water areas within the municipality. The commission shall manage and control the interests in land acquired under this subsection. The commission shall not take or obtain land by eminent domain.

The commission shall adopt rules and regulations governing the use of land and water under its control and prescribe civil penalties, not exceeding a fine of \$100, for a violation.

(h) A municipality may appropriate money to an agricultural preservation fund of which the treasurer of the municipality shall be the custodian. The treasurer shall receive, deposit or invest the funds in savings banks, trust companies incorporated under the laws of the commonwealth, banking companies incorporated under the laws of the commonwealth which are members of the Federal Deposit Insurance Corporation or national banks or invest the funds in: (i) paid up shares and accounts of and in cooperative banks; (ii) shares of savings and loan associations; or (iii) shares of federal savings and loan associations doing business in the

commonwealth. Any income derived from deposits or investments under this subsection shall be credited to the fund. Money in the fund may be expended by the commission for any purpose authorized by this section.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 17, 2024

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

RE: An Ordinance To Amend Section 4 of Chapter 182 of the Code of the City of Gardner, thereof entitled "Zoning Board of Appeals," to increase the number of members from 3 to 5

RECEIVED  
 2024 APR 17 PM 1:22  
 CITY CLERK'S OFFICE  
 GARDNER, MA

Dear Madam President and Councilors,

Attached, please find an ordinance amendment to increase the number of members from the Zoning Board of Appeals (hereafter "ZBA") from three (3) members to five (5).

Under the General Laws of the Commonwealth, if a Zoning Board of Appeals consists of only three (3) members, then the votes taken by the ZBA must be unanimous among the three (3) members. However, if the ZBA consisted of five (5) members, then the vote threshold becomes a majority vote rather than a unanimous vote.

With the amount of growth and investment the City is currently experiencing, we should be doing everything we can to make sure that 1) we receive the greatest amount of input possible on decisions being made about development in the City, but 2) are doing so in the most efficient and effective way possible without any unnecessary roadblocks or delays along the way.

Furthermore, while this vote would relate to the ZBA, the enabling ordinance of the ZBA is found in the general ordinance section of the City Code, under Chapter 182, and not the City's Zoning Code. As such, this amendment would follow the process of amending any non-zoning ordinance. This is because the make of the board falls under the general category of the City Code, whereas the items they have jurisdiction over fall under the zoning category.

I truly believe this to be in the best interest of the City and a necessary step in helping the City move forward in the right direction.

Respectfully submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**An Ordinance to Amend the Code of the City of Gardner, Section 182-4, entitled  
“Zoning Board of Appeals”**

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

**SECTION 1:** Section 4 of Chapter 184 of the Code of the City of Gardner, thereof entitled “Zoning Board of Appeals” be deleted in its entirety and replaced by the following:

Section 182-4: The Zoning Board of Appeals, hereinafter called the "Board," shall consist of five persons, up to four of which are residents of Gardner and shall be appointed by the Mayor, subject to confirmation by the City Council. The Zoning Board of Appeals established under Chapter 675, Zoning, of this Code is hereby constituted the Zoning Board of Appeals as provided in MGL c. 41, § 81Z. The Zoning Board of Appeals shall have all the powers and duties imposed and conferred by MGL c. 41, §§ 81Z and 81AA, as well as all other powers and duties imposed and conferred on the Zoning Board of Appeals by said MGL c. 41, §§ 81A to 81GG.

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



**CITY OF GARDNER**  
**MASSACHUSETTS 01440-2630**

OFFICE OF THE  
**CITY CLERK**

Room 121, City Hall  
Tel (978) 630-4058  
Fax (978) 630-2589

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**NOTICE TO ABUTTERS**

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, MAY 20, 2024 at 7:30 o'clock P.M.** on the petition of Massachusetts Electric Company, d/b/a NATIONAL GRID 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 petition of said Companies:

PARKER STREET – A Petition by National Grid, to install duct bank across Parker Street from 29 Parker Street to 2 Parker Street.

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

CITY COUNCIL OF GARDNER

By: TITI SIRIPHAN  
City Clerk



## ENGINEERING DEPARTMENT

### CITY OF GARDNER

50 Manca Drive, Gardner MA 01440

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

### PROJECT REVIEW MEMORANDUM

**To:** Elizabeth Kazinskas, Council President

**Cc:** Dane Arnold, DPW Director  
Titi Siriphan, City Clerk

**From:** Robert Oliva – City Engineer *REO*

**Date:** May 10, 2024

**Project:** National Grid City Council Petition – Parker Street  
Council Item #11278

National Grid has submitted a petition for the installation of underground facilities in Parker Street. It is my understanding that this proposal is for the purpose of upgrading the electrical service to the building at 2-10 Parker Street. Based on my review of the petition application and the plan provided therein, I have the following concerns:

1. The application and plan do not provide sufficient detail to evaluate the impacts of the proposal.
2. The plan shows a proposed handhole to be installed on the south side of Parker Street in the sidewalk and a proposed transformer pad on private property on the north side of the street. No underground conduits are shown on the plan crossing Parker Street. The plans should show all proposed construction including detailed information on the proposed underground duct.
3. The application should include a site plan showing all existing conditions, including but not limited to existing utilities, materials, pavement line striping, etc.
4. The site plan should include details for all proposed construction such as duct construction, handhole details, trenching, sidewalk and curb repair, pavement repair, line striping replacement, etc.
5. The site plan should include a profile view of the proposed underground duct with existing utilities shown to ensure that adequate clearances are met.
6. Parker Street has recently been paved and falls within the 5 year moratorium for excavation under the DPW's "Policy Regarding Excavation on Roadways Paved within 5 Years". As this is not an emergency, the policy prohibits excavation of the roadway. The applicant will need to appeal to the Public Service Committee for a waiver from this DPW policy.
7. Should the proposal move forward, and upon installation, the applicant shall provide a detailed record plan (as-built) to this office of the construction that clearly shows the location of the duct and appurtenances for future reference.



**nationalgrid**

RECEIVED  
2024 APR 19 AM 9:48  
CITY CLERK'S OFF  
GARDNER, MA

April 18, 2024

City of Gardner

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

978-725-1392.

Very truly yours,

Pat Shea  
Supervisor, Distribution Design

Enclosures

RECEIVED

2024 APR 19 AM 9:48

CITY CLERK'S OFFICE  
GARDNER, MA

Questions contact – Will Fontaine 508-414-7308

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 – Parker St - Gardner – Massachusetts.

The following are the streets and highways referred to: Plan number # 30825999  
Parker St - National Grid to install duct bank across Parker St from 29 Parker St to 2 Parker St.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Raylene D'Souza*  
BY \_\_\_\_\_  
Engineering Department

Dated: April 18, 2024

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 18th day of April, 2024.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked - Parker St - Gardner - Massachusetts. Plan number # 30825999.

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

Parker St - National Grid to install duct bank across Parker St from 29 Parker St to 2 Parker St.

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

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

Attest:

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

.....  
.....  
.....

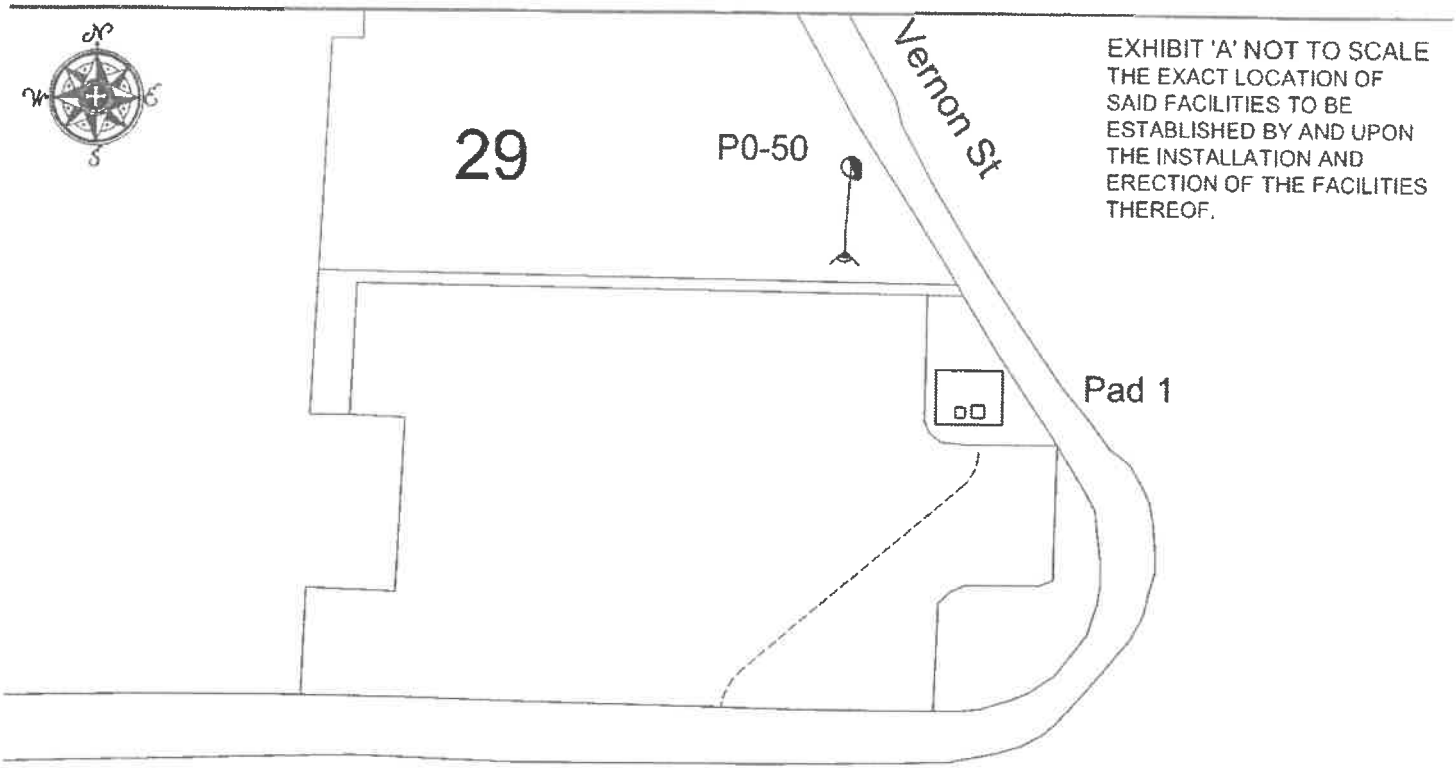
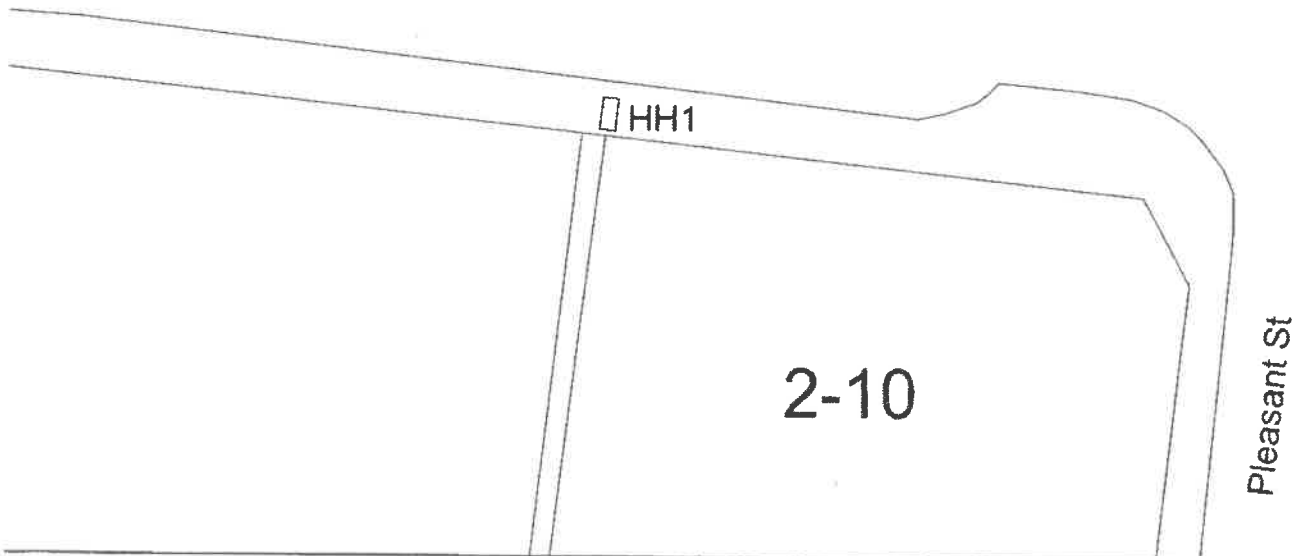









EXHIBIT 'A' NOT TO SCALE  
 THE EXACT LOCATION OF  
 SAID FACILITIES TO BE  
 ESTABLISHED BY AND UPON  
 THE INSTALLATION AND  
 ERECTION OF THE FACILITIES  
 THEREOF.

Parker St



LEGEND

-  Proposed JO Pole
-  Proposed Anchor/Guywire
-  Proposed Handhole
-  Proposed Riser
-  Proposed Xform Pad
-  OH Wire
-  UG Duct

Petition Sketch

Date: 4/17/24

Designer: Will Fontaine

29 Parker St / 309 Central St

Gardner, MA

W/R: 30825999

Installing Pad 1, Installing conduit from Pad 1  
 across street to Handhole 1

**nationalgrid**

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 18th day of April, 2024.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked - Parker St - Gardner - Massachusetts. Plan number # 30825999.

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

Parker St - National Grid to install duct bank across Parker St from 29 Parker St to 2 Parker St.

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

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

..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
Massachusetts Electric Company d/b/a National Grid 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 - Executive Department**

**Mayor Michael J. Nicholson**

RECEIVED  
2021 APR 30 PM 3:01  
CITY OF GARDNER

April 30, 2024

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

RE: School Budget Presentation

Dear Madam President and Councilors,

Ahead of the FY2025 Budget discussions, attached, please find the Gardner Public Schools FY2025 Budget Presentation that was submitted and voted on unanimously by the School Committee.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner  
Chair, Gardner School Committee



Gardner Public Schools

# FY 2025

# Level Services Budget Presentation

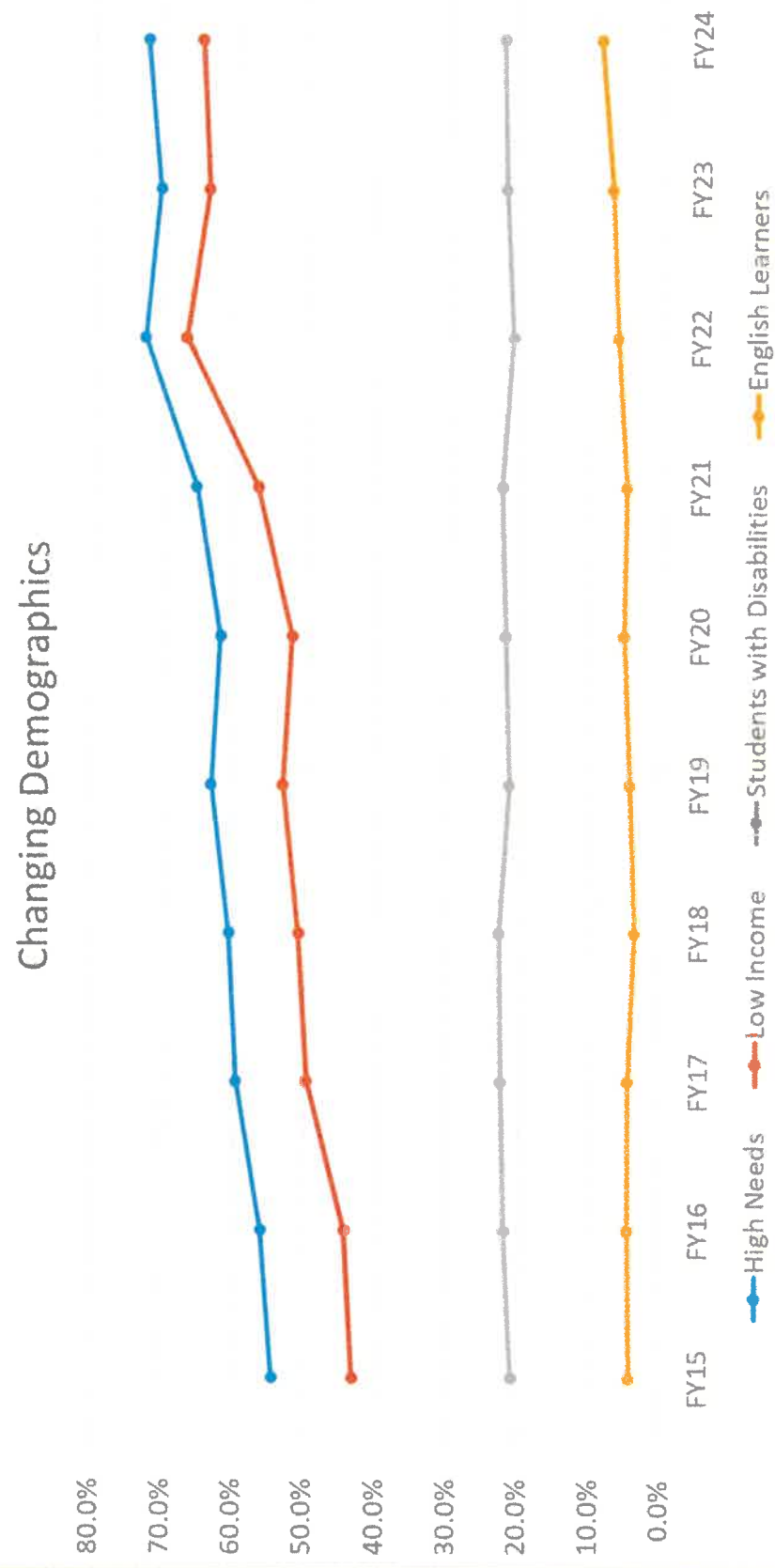


THE CHAIR CITY

Updated: 3/13/2024 10:39 AM



# Changing Demographics = Increased Cost

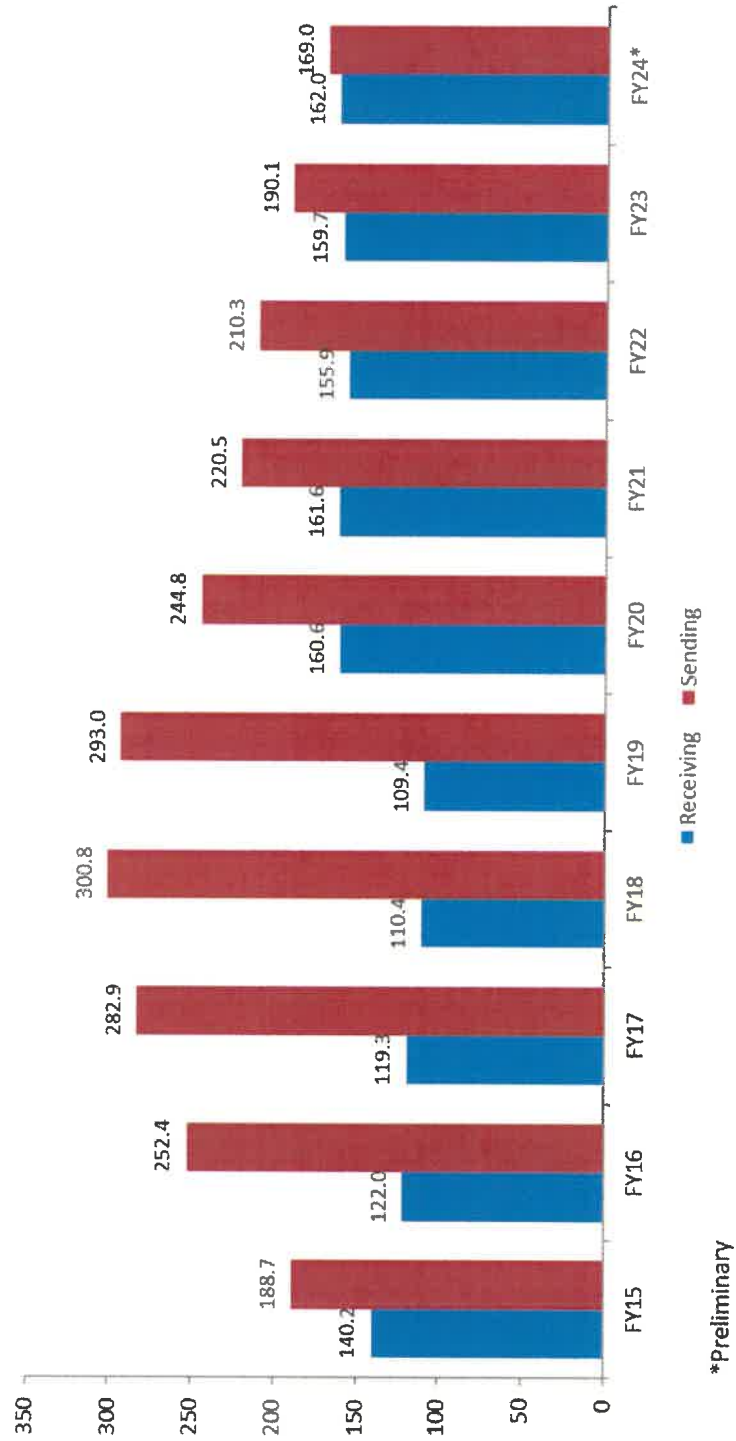


# STUDENTS LEAVING DISTRICT Gardner Students not in Gardner Schools = Higher Expenses



# STUDENTS LEAVING DISTRICT *Gardner Students not in Gardner Schools = Higher Expenses*

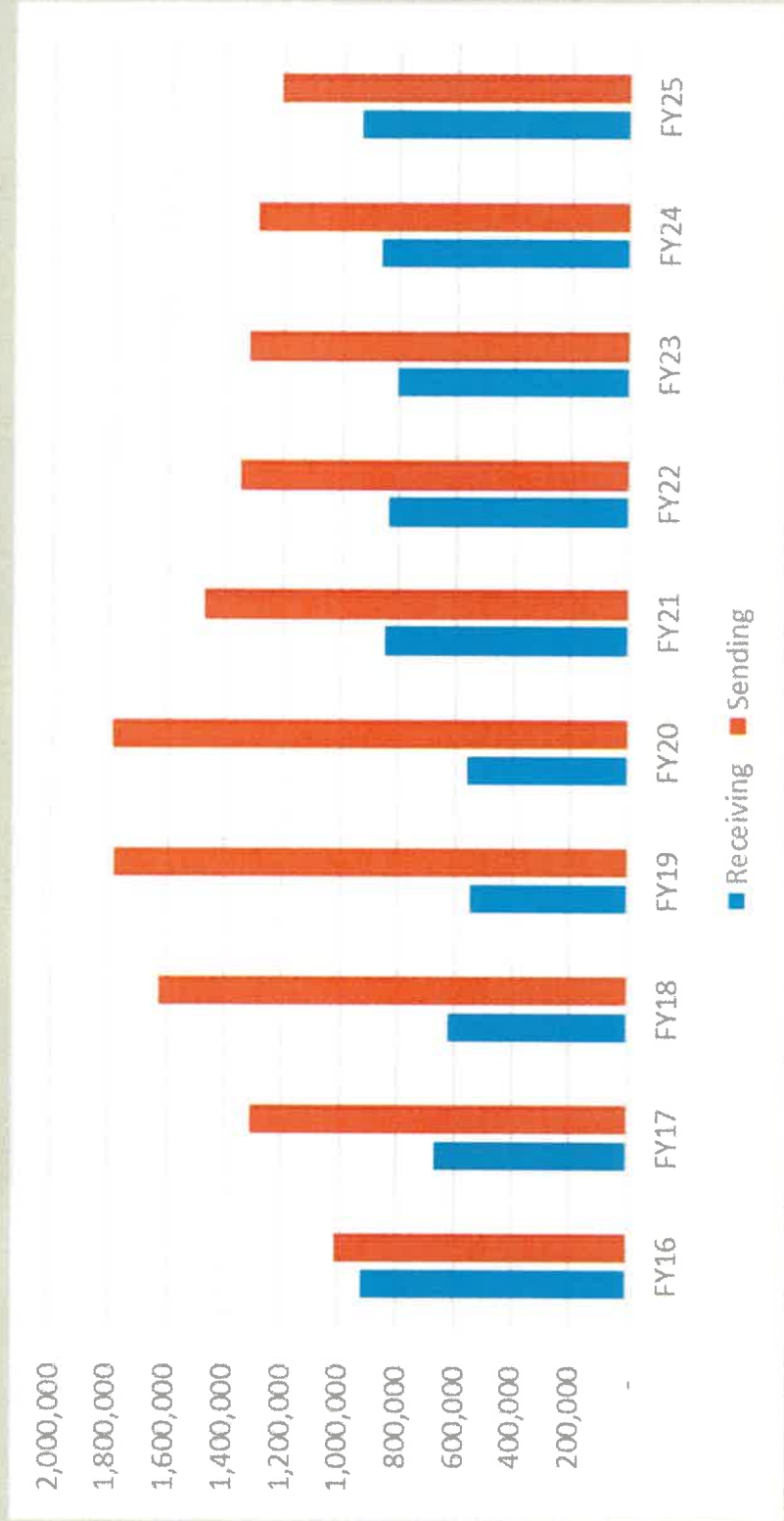
Gardner school choice enrollment trends



\*Preliminary

# STUDENTS LEAVING DISTRICT

## *Gardner Students not in Gardner Schools = Higher Expenses*



# Out of District Placement Costs

Out of District Placement Cost





# *Student Opportunity Act*

***GPS Meeting on February 6, 2024 with over 40 stakeholders.***

**Identified Student Populations that have the largest gaps as compared to all students:**

- Students with disabilities (Academic/Social Emotional Learning)
- English Learners (Academic)
- Economically disadvantaged students (Academic)
- Hispanic/Latinx (Social Emotional Learning)
- African American (Social Emotional Learning)

## *Student Opportunity Act: Commitments*

1. Implement a multi-tiered system of supports (MTSS) that helps all students progress both academically and in their social, emotional, and behavioral development.
  - o Three year expected investment of **\$2,581,776.00**
2. Use the MTSS process to implement academic supports and interventions that provide all students, particularly students with disabilities and multilingual learners, equitable access to deeper learning.
  - o Three year expected investment of **\$4,732,950.00**



# INCREASED STAFFING

| 2023/2024                                                                                                                                                                                                                                     | 2022/2023                                                                                                                                                                                                              | 2021/2022                                                                                                                                                                                                                                                                                                                                                                                                     | 2020/2021                                                                                                                 | 2019/2020                                                                                                                                                                            | 2018/2019                                                                                                                                                                                            | 2017/2018                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Positions                                                                                                                                                                                                                             | Service Positions                                                                                                                                                                                                      | Service Positions                                                                                                                                                                                                                                                                                                                                                                                             | Service Positions                                                                                                         | Service Positions                                                                                                                                                                    | Service Positions                                                                                                                                                                                    | Service Positions                                                                                                                                                                                                                 |
| Salary                                                                                                                                                                                                                                        | Salary                                                                                                                                                                                                                 | Salary                                                                                                                                                                                                                                                                                                                                                                                                        | Salary                                                                                                                    | Salary                                                                                                                                                                               | Salary                                                                                                                                                                                               | Salary                                                                                                                                                                                                                            |
| 9                                                                                                                                                                                                                                             | 10                                                                                                                                                                                                                     | 16                                                                                                                                                                                                                                                                                                                                                                                                            | 4                                                                                                                         | 6                                                                                                                                                                                    | 7                                                                                                                                                                                                    | 10                                                                                                                                                                                                                                |
| \$468,318.82                                                                                                                                                                                                                                  | \$636,366.80                                                                                                                                                                                                           | \$923,664.30                                                                                                                                                                                                                                                                                                                                                                                                  | \$270,606.80                                                                                                              | \$304,877.32                                                                                                                                                                         | \$312,371.06                                                                                                                                                                                         | \$613,186.96                                                                                                                                                                                                                      |
| Adjustment Counselor (GES)<br>Special Education Teacher (G)<br>Paraprofessional 1.1 (GES)<br>Special Education Teacher (G)<br>EL Teacher (GMS)<br>RBT (GMS)<br>Building Maintenance Craftsman<br>Nurse Assistant GES<br>Nurse Assistant (GMS) | Reading Tutor (GMS)<br>Reading Tutor (GMS)<br>Preschool Teacher (GES)<br>ELL Teacher (GES)<br>Sub-Sep Teachers (GES)-2<br>Sub-Sep ESPs (GES)-3<br>RBTs (GES)-2<br>School Year Secretary (GHS)<br>BCBA<br>Groundskeeper | Reading Specialist (WSS)<br>Occupational Therapist<br>Speech & Language Pathology<br>Elementary Band Teacher (ES)<br>Media Specialist (ESS)<br>Registered Behavior Technician<br>Paraprofessional 1.1 (ESS)<br>Media Specialist (GHS)<br>Registered Behavior Technician<br>Paraprofessional 1.1 (GMS)<br>STEAM Teacher (WSS)<br>Teacher Leader Stipends<br>BCBA<br>Outreach Social Worker<br>Athletic Trainer | Grade 2 Special Education Te<br>Adjustment Counselor (GMS)<br>Adjustment Counselor (WSS)<br>Special Education Teacher (A) | Occupational Therapist<br>Paraprofessional 1.1 (ESS)<br>Project Support Teacher (ESS)<br>Bridge Paraprofessional (GHS)<br>Bridge Coordinator (GHS)<br>Building Maintenance Craftsman | School Psychologist<br>Kindergarten Teacher (WSS)<br>Registered Behavior Technician<br>Registered Behavior Technician<br>Title 1 Tutor (ESS)<br>Paraprofessional (WSS)<br>Family Engagement Coordina | Speech & Language Pathology<br>Registered Behavior Technician<br>Guidance Counselor (GMS)<br>Guidance Counselor (WSS)<br>Grade 1 Teacher (WSS)<br>Paraprofessional (WSS)<br>Paraprofessional (WSS)<br>Title 1 Tutor (ESS)<br>BCBA |
|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           |                                                                                                                                                                                      |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| 2                                                                                                                                                                                                                                             | 3                                                                                                                                                                                                                      | 1                                                                                                                                                                                                                                                                                                                                                                                                             | 1                                                                                                                         | 2                                                                                                                                                                                    |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| \$219,430.69                                                                                                                                                                                                                                  | \$366,347.57                                                                                                                                                                                                           | \$89,994.60                                                                                                                                                                                                                                                                                                                                                                                                   | \$51,000.00                                                                                                               | \$210,638.96                                                                                                                                                                         |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| Administrative Positions                                                                                                                                                                                                                      | Administrative Positions                                                                                                                                                                                               | Administrative Positions                                                                                                                                                                                                                                                                                                                                                                                      | Administrative Positions                                                                                                  | Administrative Positions                                                                                                                                                             |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| MTSS Admin (GHS)<br>Asst Spec Ed Director                                                                                                                                                                                                     | Early Childhood Administrator<br>EL Director<br>MTSS Administrator (GA)<br>Early College Coordinator                                                                                                                   | Special Education Administrat                                                                                                                                                                                                                                                                                                                                                                                 | Computer Technician                                                                                                       | BCBA District Coordinator<br>Nurse Care Coordinator<br>Administrative Support Specie                                                                                                 |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| \$109,430.69                                                                                                                                                                                                                                  | \$93,647.57                                                                                                                                                                                                            | \$89,994.60                                                                                                                                                                                                                                                                                                                                                                                                   | \$51,000.00                                                                                                               | \$103,552.67                                                                                                                                                                         |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
| \$110,000.00                                                                                                                                                                                                                                  | \$86,700.00                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           | \$53,601.41                                                                                                                                                                          |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                               | \$95,000.00                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           |                                                                                                                                                                                      |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                               | \$91,000.00                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           |                                                                                                                                                                                      |                                                                                                                                                                                                      |                                                                                                                                                                                                                                   |

62 Service Positions at \$3,428,281.00 and 10 Admin at \$927,411.00

# BUDGET ADJUSTMENT PROCESS

## Principals and Directors

- Submit level funded expense budgets
- Submit prioritized lists of needed additional staff
- Submit lists of proposed expense reductions
- Submit prioritized lists of potential staff reductions to own school / department. Assigned targets total \$125,000
- Meet with Superintendent & Business Manager in January

# BUDGET ADJUSTMENT PROCESS - 2

Principals and Directors

➤ Meet with Superintendent as a team over month of March to integrate and prioritize all the individual lists .

Result:

❖ A jointly developed alignment of budget funding to stated goals

# Balancing the Budget

|                                         | FY21        | FY22        | FY23        | FY24        | FY25        | Diff from prior year |
|-----------------------------------------|-------------|-------------|-------------|-------------|-------------|----------------------|
| Total Funding                           | 31,474,597  | 31,761,374  | 34,524,590  | 38,690,364  | 41,739,345  | 3,048,981            |
| Total School Budget                     | 24,789,935  | 25,628,349  | 28,619,951  | 31,316,678  | 34,476,971  | 3,160,293            |
| Budgeted Costs that do not apply to NSS | (1,713,411) | (1,679,390) | (1,999,036) | (2,133,669) | (2,803,981) | (670,312)            |
| City Indirect Costs                     | 8,398,073   | 8,761,064   | 8,703,950   | 9,507,355   | 10,066,356  | 559,001              |
| Total Net School Spending               | 31,474,597  | 32,710,023  | 35,324,865  | 38,690,364  | 41,739,346  | 3,048,982            |
|                                         | -           | (948,649)   | (800,275)   | (0)         | (1)         |                      |



# Where did the money go?

|                 | New Revenue         |              | New Expenses        |
|-----------------|---------------------|--------------|---------------------|
| Chapter 70      | \$ 2,241,794        | Salary       | \$ 1,203,217        |
| NSS             | \$ 647,187          | Expenses     | \$ 2,181,177        |
| Homeless \$\$   | \$ 160,000          | Additions    | \$ (225,000)        |
| Over NSS        | \$ -                | Non NSS      | \$ (670,312)        |
| Additional FY24 | \$ 15,500.00        | Indirects    | \$ 575,400          |
| <b>Total</b>    | <b>\$ 3,064,481</b> | <b>Total</b> | <b>\$ 3,064,481</b> |

# Budget Restorations, Additions & Reductions

## Budget Restorations & Adjustments - Increases / (decreases)

| Department | Description       | FTE | \$      | Total   |
|------------|-------------------|-----|---------|---------|
| District   | Asst PPS Director | 1.0 | 110,000 | 110,000 |

# Salaries

|                               | FY20 Budget          | FY21 Budget          | FY22 Budget          | FY23 Budget          | FY24 Budget          | FY25 Budget          | Change              | %          |
|-------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|------------|
| <b>PAYROLL ACCOUNTS</b>       |                      |                      |                      |                      |                      |                      |                     |            |
| Regular Education Instruction | \$ 8,976,128         | \$ 8,880,967         | \$ 8,987,193         | \$ 9,691,814         | \$ 9,945,950         | \$ 10,194,363        | \$ 248,413          | 2%         |
| Special Education Instruction | \$ 4,602,347         | \$ 4,873,752         | \$ 4,918,799         | \$ 6,059,225         | \$ 6,848,587         | \$ 7,248,384         | \$ 399,796          | 6%         |
| Support Services              | \$ 2,060,586         | \$ 1,892,241         | \$ 1,999,357         | \$ 2,419,194         | \$ 2,611,995         | \$ 2,712,106         | \$ 100,110          | 4%         |
| School Administration         | \$ 1,752,265         | \$ 1,804,998         | \$ 1,827,919         | \$ 2,015,557         | \$ 2,033,889         | \$ 2,556,724         | \$ 522,834          | 20%        |
| Central Administration        | \$ 572,385           | \$ 597,267           | \$ 597,267           | \$ 636,521           | \$ 645,695           | \$ 713,461           | \$ 67,766           | 9%         |
| Information Services          | \$ 212,260           | \$ 218,796           | \$ 218,797           | \$ 266,488           | \$ 57,120            | \$ -                 | \$ (57,120)         | #DIV/0!    |
| Facilities                    | \$ 314,296           | \$ 275,605           | \$ 275,487           | \$ 354,633           | \$ 353,494           | \$ 367,449           | \$ 13,955           | 4%         |
| Substitutes                   | \$ 212,000           | \$ 217,000           | \$ 217,000           | \$ 217,000           | \$ 217,000           | \$ 217,000           | \$ -                | 0%         |
| <b>Total Payroll</b>          | <b>\$ 18,702,267</b> | <b>\$ 18,760,626</b> | <b>\$ 19,041,819</b> | <b>\$ 21,660,431</b> | <b>\$ 22,713,732</b> | <b>\$ 24,009,487</b> | <b>\$ 1,295,755</b> | <b>10%</b> |



# Expenses

| EXPENSE ACCOUNTS              | FY20 Budget         | FY21 Budget         | FY22 Budget         | FY23 Budget         | FY24 Budget         | FY25 Budget          | Change              | %          |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|------------|
| Regular Education instruction | \$ 164,726          | \$ 206,189          | \$ 219,421          | \$ 230,795          | \$ 243,274          | \$ 290,746           | \$ 47,472           | 16%        |
| Special Education Instruction | \$ 171,206          | \$ 177,219          | \$ 179,701          | \$ 202,494          | \$ 220,097          | \$ 428,341           | \$ 208,244          | 49%        |
| Support Services              | \$ 115,546          | \$ 117,582          | \$ 116,672          | \$ 124,842          | \$ 192,603          | \$ 224,423           | \$ 31,820           | 14%        |
| Program / Staff Development   | \$ 51,629           | \$ 83,335           | \$ 69,897           | \$ 81,460           | \$ 94,025           | \$ 146,270           | \$ 52,245           | 36%        |
| Other Programs (OOD)          | \$ 1,182,464        | \$ 1,129,361        | \$ 880,610          | \$ 1,041,887        | \$ 1,795,878        | \$ 2,528,835         | \$ 732,957          | 29%        |
| School Administration         | \$ 166,718          | \$ 168,609          | \$ 171,080          | \$ 167,330          | \$ 180,712          | \$ 203,623           | \$ 22,911           | 11%        |
| Central Administration        | \$ 170,983          | \$ 332,179          | \$ 329,642          | \$ 342,094          | \$ 686,966          | \$ 833,601           | \$ 146,635          | 18%        |
| Information Services          | \$ 281,087          | \$ 319,600          | \$ 362,898          | \$ 468,041          | \$ 491,909          | \$ 425,451           | \$ (66,458)         | -16%       |
| Facilities                    | \$ 1,327,032        | \$ 1,327,327        | \$ 1,451,680        | \$ 1,381,445        | \$ 1,494,584        | \$ 1,679,650         | \$ 185,066          | 11%        |
| Transportation                | \$ 1,603,311        | \$ 1,505,130        | \$ 1,556,790        | \$ 1,933,536        | \$ 2,068,169        | \$ 2,766,138         | \$ 697,969          | 25%        |
| Utilities                     | \$ 480,464          | \$ 490,021          | \$ 530,964          | \$ 618,956          | \$ 707,590          | \$ 592,500           | \$ (115,090)        | -19%       |
| Other Operations & Control Ac | \$ 372,502          | \$ 275,761          | \$ 717,174          | \$ 296,639          | \$ 428,039          | \$ 237,906           | \$ (190,133)        | -80%       |
| <b>Total Expenses</b>         | <b>\$ 6,087,668</b> | <b>\$ 6,132,313</b> | <b>\$ 6,586,529</b> | <b>\$ 6,889,520</b> | <b>\$ 8,603,846</b> | <b>\$ 10,357,484</b> | <b>\$ 1,753,638</b> | <b>17%</b> |

# Costs That Do NOT Apply to Net School Spending

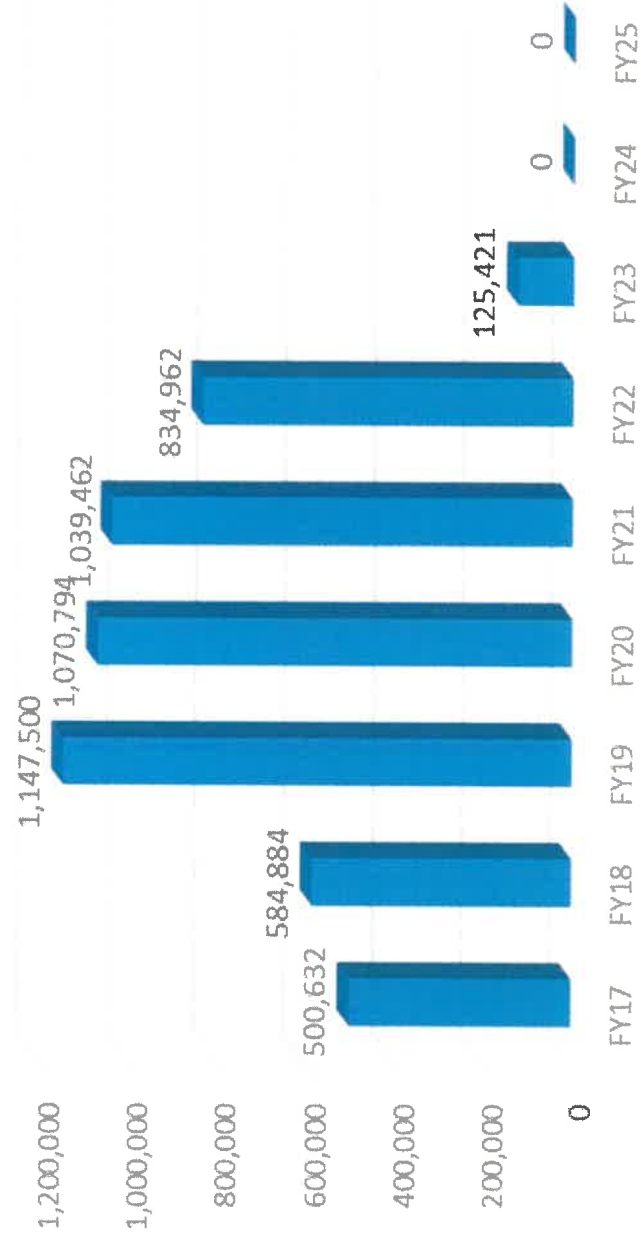
|                                | Budgeted Costs that do not apply to NSS |              |              |              |              |            |         |  |
|--------------------------------|-----------------------------------------|--------------|--------------|--------------|--------------|------------|---------|--|
|                                | FY20                                    | FY22         | FY23         | FY24         | FY25         | Diff.      | % Diff. |  |
| Regular Transportation         | \$ 729,360                              | \$ 591,300   | \$ 657,000   | \$ 711,000   | \$ 782,100   | \$ 71,100  | 12%     |  |
| McKinney Vento Transportation: | \$ 185,000                              | \$ 90,000    | \$ 90,000    | \$ 90,000    | \$ 180,000   | \$ 90,000  | 100%    |  |
| Foster Care Transportation     |                                         | \$ 110,000   | \$ 157,000   | \$ 110,000   | \$ 200,000   | \$ 90,000  | 82%     |  |
| SPED Transportation            | \$ 688,951                              | \$ 825,490   | \$ 1,029,536 | \$ 1,157,169 | \$ 1,564,993 | \$ 407,824 | 49%     |  |
| Crossing Guard Expense         | \$ 600                                  | \$ 600       | \$ 500       | \$ 500       | \$ 500       | \$ -       | 0%      |  |
| Crossing Guards                | \$ 58,000                               | \$ 62,000    | \$ 65,000    | \$ 65,000    | \$ 76,388    | \$ 11,388  | 18%     |  |
| Bus Monitors                   | \$ 51,500                               | \$ -         | \$ -         | \$ -         | \$ -         | \$ -       |         |  |
|                                | \$ 1,713,411                            | \$ 1,679,390 | \$ 1,999,036 | \$ 2,133,669 | \$ 2,803,981 | \$ 670,312 |         |  |

# Revenue Projection

|                                    | FY20                 | FY22                 | FY23                 | FY24                 | FY25                 | Diff from FY 24     |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|
| State Funding (CH. 70)             | \$ 21,003,460        | \$ 21,072,010        | \$ 23,307,399        | \$ 27,428,246        | \$ 29,670,040        | \$ 2,241,794        |
| Required Net School Spending (NSS) | \$ 9,085,400         | \$ 10,329,492        | \$ 10,721,731        | \$ 11,262,118        | \$ 11,909,305        | \$ 647,187          |
| City Funding Over NSS              | \$ 1,070,794         | \$ 359,872           | \$ 495,460           | \$ -                 | \$ -                 | \$ -                |
| Homeless Emergency \$\$\$          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ 160,000           | \$ 160,000          |
| <b>Total Revenue</b>               | <b>\$ 31,159,654</b> | <b>\$ 31,761,374</b> | <b>\$ 34,524,590</b> | <b>\$ 38,690,364</b> | <b>\$ 41,579,345</b> | <b>\$ 2,888,981</b> |

# NSS Spending History

City Funded Over NSS





# THE BOTTOM LINE

Funding Gap as of April 8, 2024:

**\$0**

# Discussion and Vote

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

RECEIVED

2024 APR 30 PM 3:00

CITY CLERK'S OFFICE  
GARDNER, MA

April 29, 2024

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

RE: A Measure Authorizing FY2025 Revolving Funds for the City Pursuant to Massachusetts General Laws, Chapter 44, Section 53E ½

Dear Madam President and Councilors,

Attached, please find the annual authorizations of the City's revolving funds that are associated with the City's annual budget process.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



AUTHORIZING FY2023 REVOLVING FUNDS  
M.G.L. CH.44, S.53E½

**ORDER:** To authorize and direct the City Treasurer to establish the following revolving funds for the fiscal year beginning July 1, 2024 to June 30, 2025 in accordance with M.G.L. Chapter 44, section 53E½:

| <b>Revolving Fund</b>                    | <b>Authorized to Expend</b>     | <b>Revenue Source</b>                           | <b>Purpose of Fund</b>                                                     | <b>Spending Limit</b>                            |
|------------------------------------------|---------------------------------|-------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------|
| Airport Fuel                             | Airport Commission              | Sale of airplane fuel                           | Purchase of fuel, airport programs, and improvements                       | Available balance or \$20,000, whichever is less |
| Community Development Projects           | Community Development/ Planning | Historic Housing Rehab Income                   | Salaries and expenses relating to Community Development Activities         | Available balance or \$20,000, whichever is less |
| Wetland Protection                       | Conservation Commission         | Local wetland filing fees                       | Costs associated with wetland protection activities                        | Available balance or \$20,000, whichever is less |
| Health Prevention Activities             | Health Director                 | Health Prevention Training Fees                 | Salaries and expenses related to Health Dept                               | Available balance or \$20,000, whichever is less |
| Council on Aging Recreational Activities | Council on Aging Director       | Recreation Fees                                 | Salaries and expenses relating to recreational activities at Senior Center | Available balance or \$40,000, whichever is less |
| Gardner's Summer Celebration             | Mayor                           | Collections and donations                       | Costs associated with Gardner's Summer Celebration                         | Available balance or \$20,000, whichever is less |
| Planning Board Publications              | Planning Board                  | Sale of Planning Board publications             | Preparation and production of Planning Board publications                  | Available balance or \$3,000, whichever is less  |
| Road Resurfacing                         | Public Works Director           | Fees charged for cutting into newly paved roads | Costs associated with road resurfacing and road maintenance                | Available balance or \$20,000, whichever is less |
| Municipal Recreation Dept                | Municipal Recreation Director   | Fees charges and donations                      | Salaries and expenses related to Municipal Recreation Dept                 | Available balance or \$50,000, whichever is less |
| High School Summer Football Camp         | School Department               | Camp fees and donations                         | Salaries and expenses for the High School Summer Football Camp             | Available balance or \$20,000, whichever is less |
| Summer Basketball Camp                   | School Department               | Camp fees and donations                         | Salaries and expenses for the Summer Basketball Camp                       | Available balance or \$12,000, whichever is less |
| Transportation                           | School Department               | Bus passes and fees for transportation          | Salaries and expenses relating to school transportation                    | Available balance or \$20,000, whichever is less |

As per M.G.L., interest earned on these funds shall be treated as general fund revenue.

The person or persons authorized to expend from each fund shall report annually to the Mayor and City Council the total amount of receipts and expenditures for the prior fiscal year and for the

current fiscal year through December 31<sup>st</sup>, along with any other information that City Council may by vote require.

In the event any fund is not reauthorized for the following fiscal year or the city changes the purpose of the revolving fund, the balance in the fund shall revert to surplus revenue, unless City Council and the Mayor vote to transfer the funds to another revolving fund established in accordance with M.G.L. Chapter 44, section 53E½.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:01  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: An Order to Raise and Appropriate the Sum of \$13,665,414.45 for the Various Departments of the City for the Salary and Labor Budget for the Fiscal Year Beginning on July 1, 2024 and ending June 30<sup>th</sup>, 2025.

Dear Madam President and Councilors,

Attached, please find the annual appropriation request for salaries and compensation associated with the FY2025 budget, excluding the school department, cable department, and all enterprise funds.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

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, 2024 TO JUNE 30, 2025.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2024 to June 30, 2025 sums as designated for the expenditures of the various departments, Salary and Labor budgets, according to the detailed schedule hereto annexed and made a part of this money order in the amount of THIRTEEN MILLION, SIX HUNDRED SIXTY-FIVE THOUSAND, FOUR HUNDRED, FOURTEEN . DOLLARS 45/100 CENTS (\$13,665,414.45)



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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May 13, 2024

Hon. Elizabeth J. Kazinskas, Council President

And City Councilors

Gardner City Hall, Rm 121

95 Pleasant Street

Gardner, MA 01440

RE: An Order to Raise and appropriate the sum of \$27,036,114.27 for Various Departments of the City for the Expense Budget for the Fiscal Year Beginning July 1, 2024 and Ending June 30<sup>th</sup>, 2025.

Dear Madam President and Councilors,

Attached, please find the annual appropriation request for non-salary expenses associated with the FY2025 budget, excluding the school department, cable department, and all enterprise funds.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson

Mayor, City of Gardner

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE EXPENSE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 TO JUNE 30, 2025.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2024 to June 30, 2025 sums as designated for the expenditures of the various departments, other than what was presented to City Council in the Salary and Labor budget, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-SEVEN MILLION, THIRTY-SIX THOUSAND, ONE HUNDRED FOURTEEN DOLLARS 27/100 CENTS (\$27,036,114.27)



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:01  
CITY OF GARDNER  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: An Order to Raise and Appropriate the Sum of \$34,212,226.00 for the School Department Budget for the Fiscal Year Beginning July 1, 2024 and ending June 30, 2025.

Dear Madam President and Councilors,

Attached, please find the annual appropriation request for the Gardner Public Schools Budget for the upcoming fiscal year.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE SCHOOL DEPARTMENT BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 TO JUNE 30, 2025.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2024 to June 30, 2025 sums as designated for the expenditures of the School Department according to the detailed schedule hereto annexed and made a part of this money order in the amount of THIRTY-FOUR MILLION, TWO HUNDRED TWELVE THOUSAND, TWO HUNDRED, TWENTY-SIX DOLLARS 00/100 CENTS (\$34,212,226.00)



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RE: An Order Appropriating the Sum of \$201,162.73 from Available Funds- Cable Commission Fees Reserved to Cable Commission Budget for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025.

Dear Madam President and Councilors,

Attached, please find the annual appropriation request for the Cable Department for the upcoming fiscal year.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 APR 30 PM 3:01  
CITY OF GARDNER, MA

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-  
CABLE COMMISSION FEES RESERVED TO CABLE COMMISSION BUDGET  
FOR THE FICAL YEAR BEGINNING JULY 1, 2024 TO JUNE 30, 2025

*ORDERED:*

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2024 to June 30, 2025 the sum of TWO HUNDRED ONE THOUSAND, ONE HUNDRED SIXTY-THREE DOLLARS 73/00 (\$201,162.73) from Available Funds-Cable Commission Fees Reserved to the Cable Commission budget. **Any unused funds will revert back to the Cable Commission Fees Reserved Fund at year end.**



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:01  
CITY OF GARDNER  
EXECUTIVE DEPARTMENT

RE: An Order Appropriating the Sum of \$10,819,080.00 from Available Enterprise Funds-  
Various Receipts Reserved to Various Enterprise Accounts for the Fiscal Year Beginning July 1,  
2024 and ending June 30, 2025

Dear Madam President and Councilors,

Attached, please find the annual appropriation request for all enterprise funds in the City – Water,  
Sewer, Solid Waste Collection, Landfill Closure, and Golf.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget  
Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE ENTERPRISE FUNDS-VARIOUS RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 TO JUNE 30, 2025

*ORDERED:*

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2024 to June 30, 2025 the sum of TEN MILLION, EIGHT HUNDRED NINETEEN THOUSAND, EIGHTY DOLLARS 00/100 CENTS (\$10,819,080.00) from Available Enterprise Funds-Receipts Reserved to the following accounts:

|                  |                 |             |
|------------------|-----------------|-------------|
| Sewer Dept       | Enterprise Fund | \$4,046,560 |
| Water Dept       | Enterprise Fund | 3,713,055   |
| Golf Course      | Enterprise Fund | 1,067,630   |
| Landfill Closure | Enterprise Fund | 93,687      |
| Solid Waste      | Enterprise Fund | 1,898,148   |

**Any unused funds will revert back to the original Enterprise Fund at year end.**



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:01  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: An Order Appropriating the Sum of \$170,000.00 from Available Funds- Bond Proceeds Reserved to Interest – Outside Debt for the Fiscal Year Beginning July 1, 2024 and ending June 30, 2025.

Dear Madam President and Councilors,

Attached, please find the annual appropriation request to utilize funds from the City's Bond Proceeds Account to help pay off interest on debt the City has incurred.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11285 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-  
BONDS PROCEEDS RESERVED TO INTEREST-OUTSIDE DEBT FOR THE  
FISCAL YEAR BEGINNING JULY 1, 2024 TO JUNE 30, 2025.

*ORDERED:*

That there be and is hereby appropriated for the Fiscal Year beginning July 1,  
2024 to June 30, 2025 the sum of ONE HUNDRED SEVENTY THOUSAND  
DOLLARS 00/100 CENTS (\$170,000) from Available Funds-Bonds Proceeds Reserved  
to Interest-Outside Debt.





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RECEIVED  
2024 APR 30 PM 3:00  
CITY OF GARDNER DEPT  
OF ENGINEERING

RE: An order Authorizing the Transfer of the Sum of \$322,709.43 from Sewer Retained Earnings/Surplus to Fund the FY2024 Revenue Budget

Dear Madam President and Councilors,

Attached, please find the annual appropriation request to utilize portions of the retained earnings of the Sewer Enterprise Account to fund the FY2025 Operating Budget of the Sewer Department.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER REQUESTING A TRANSFER FROM SEWER  
SURPLUS/RETAINED EARNINGS TO FUND FY25 REVENUE BUDGET.

ORDERED:

That there be and is hereby transfer the sum of Three Hundred Twenty-Two  
Thousand Seven Hundred Nine Dollars and 43/100 (\$322,709.43) from Sewer  
Surplus/Retained Earnings to Fund FY25 Revenue Budget.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

April 29, 2024

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

RE: An Order Authorizing the Transfer of the Sum of \$93,687.00 from Landfill Retained Earnings/Surplus to Fund the FY2025 Revenue Budget

Dear Madam President and Councilors,

Attached, please find the annual appropriation request to utilize portions of the retained earnings of the Landfill Closure Enterprise Account to fund the FY2025 Operating Budget of the Landfill Closure Department.

The full budget proposal, breaking this authorization down, can be found in the FY2025 Budget Book listed as Item # 11258 on the City Council Agenda.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 APR 30 PM 3:01  
CITY CLERK'S OFFICE  
GARDNER, MA

AN ORDER REQUESTING A TRANSFER FROM SOLID LANDFILL SURPLUS/RETAINED EARNINGS TO FUND FY25 REVENUE BUDGET.

ORDERED:

That there be and is hereby transfer the sum of Ninety-Three Thousand Six Hundred, Eighty-Seven Dollars and 00/100 (\$93,687.00) from Landfill Surplus/Retained Earnings to Fund FY25 Revenue Budget.