



**City of Gardner, Massachusetts
Office of the City Council**

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**CALENDAR FOR THE MEETING  
of  
MONDAY, OCTOBER 7, 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)**

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- July 23, 2024, Informal Meeting
- July 23, 2024, Public Hearing
- July 31, 2024, Special Meeting

**VII. PUBLIC HEARINGS**

**VIII. COMMUNICATIONS FROM THE MAYOR**

**COMMUNICATIONS**

**11395** – A Communication from the Mayor Regarding the Certification of Valuations Changes and Qualified Comparable Sales – LA3. *Page 151 of packet*

**11396** – A Communication from the Mayor Regarding the Certification of City Valuations- LA4. *Page 158 of packet*

- 11397** – A Communication from the Mayor Regarding the Certification of New Growth – LA13. *Page 171 of packet*
- 11398** – A Communication from the Mayor Regarding City Employee Health Insurance Rates. *Page 175 of packet*
- 11399** – A Measure Authorizing the Mayor to Enter into a Grant Agreement Lease with the Gardner Community Action Committee for a use of a portion of the space at the Waterford Community Center located at 62 Waterford Street. *Page 209 of packet*
- 11400** – A Communication from the Mayor Regarding the Sale of 94 Pleasant Street. *Page 226 of packet*
- 11401** – A Communication from the Mayor Regarding Fire Chief Lagoy Receiving State Fire Certification. *Page 227 of packet*
- 11402** – An Order Authorizing the City to Enter into a 5-year Contract for Grant Writing and Government Outreach Services. *(Finance Committee) Page 230 of packet*

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

- 11403** – A Measure Relative to the November 5, 2024, State Election. *(Finance Committee) Page 233 of packet*

**X. REPORTS OF STANDING COMMITTEES**

**FINANCE COMMITTEE**

- 11289** – An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled “Administrative Legislation.” *(In the City Council Referred to Finance Committee, 5/20/2024, More Time 6/3/2024, 6/17/2024, 7/1/2024, 8/5/2024, 9/4/2024, 9/16/2024) Page 238 of packet*
- 11370** – An Ordinance to Amend the Code of the City of Gardner, Chapter 590, thereof entitled "Solid Waste" to change the fee for solid waste collections *(In the City Council and Ordered to First Printing 8/5/2024; More Time 9/4/2024, 9/16/2024; First Printing 9/12/2024) Page 357 of packet*
- 11371** – An Ordinance to Amend the Code of the City of Gardner, Chapter 553, thereof entitled "Sewer Rates" *(In the City Council and Ordered to First Printing 8/5/2024; More Time 9/4/2024, 9/16/2024; First Printing 9/12/2024) Page 360 of packet*

**11372** – An Ordinance to Amend the Code of the City of Gardner, Chapter 171, thereof entitled "Personnel" to amend Schedule E- Non-union Compensation Schedule *(In the City Council and Ordered to First Printing 8/5/2024; More Time 9/4/2024, 9/16/2024; First Printing 9/12/2024) Page 363 of packet*

**SAFETY COMMITTEE**

**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, 5/20/2024, 06/3/2024, 6/17/2024, 7/1/2024, 8/5/2024, 9/4/2024, 9/16/2024) Page 368 of packet*

**SERVICE COMMITTEE**

**11326** – A Petition by National Grid, Elm Street and Cross Street -relocate pole 150 pole approximately 15 feet. *(In the City Council and Referred to the Service Committee 8/5/2024; More Time 9/4/2024, 9/16/2024; Public Hearing Required) Page 370 of packet*

**11385** – A Measure to Grant National Grid an Easement to Install a Transformer at 95 Pleasant Street. *(In the City Council and Referred to Service Committee 9/4/2024; More Time 9/16/2024) Page 375 of packet*

**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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**INFORMAL MEETING OF JULY 23, 2024**

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Informal Meeting of the City Council was held in the City Council Chamber, Room 219, City Hall, on Tuesday evening, July 23, 2024.

**CALL TO ORDER**

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

**ATTENDANCE**

Assistant City Clerk Elizabeth Doiron called the Roll of Members. Ten (10) Councillors present were present including 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. Councillor Craig Cormier was absent.

**OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT**

- WBZ Boston, 1170 Soldiers Field Road, Boston, MA, announced they were recording.
- Steve Wendell of WGAW Radio, Gardner, MA, announced he was recording from Perry Auditorium.
- Brandon Hughey of 8 Grace Court, Gardner, MA, announced he was recording from Perry Auditorium.

**11317 – A Vote to determine if a track of land located at 827 Green Street, be approved as the location of a running horse racing track where race meetings laid out and conducted by licensees under M.G.L c. 128A will be held or conducted.**

John Stefanni of Bay State Racing presented a presentation attached.

A straw vote was taken. It is an unofficial vote conducted as a test of an opinion to get a sense of where the Council stands on an item. A “yes” on the straw vote is that you would allow for there to be horse racing. A “no” on the straw vote is to not allow horse racing.

On an unofficial straw vote of zero (0) “yes” and ten (10) “no”.

The Informal Meeting concluded at 8:21 p.m.

**Accepted by the City Council:**



**BAY STATE PARK**  
— Gardner, Massachusetts —

A place for breeding, training, and  
racing of horses since 1875

PRESENTATION TO CITY COUNCIL



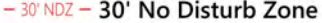




JULY 23, 2024

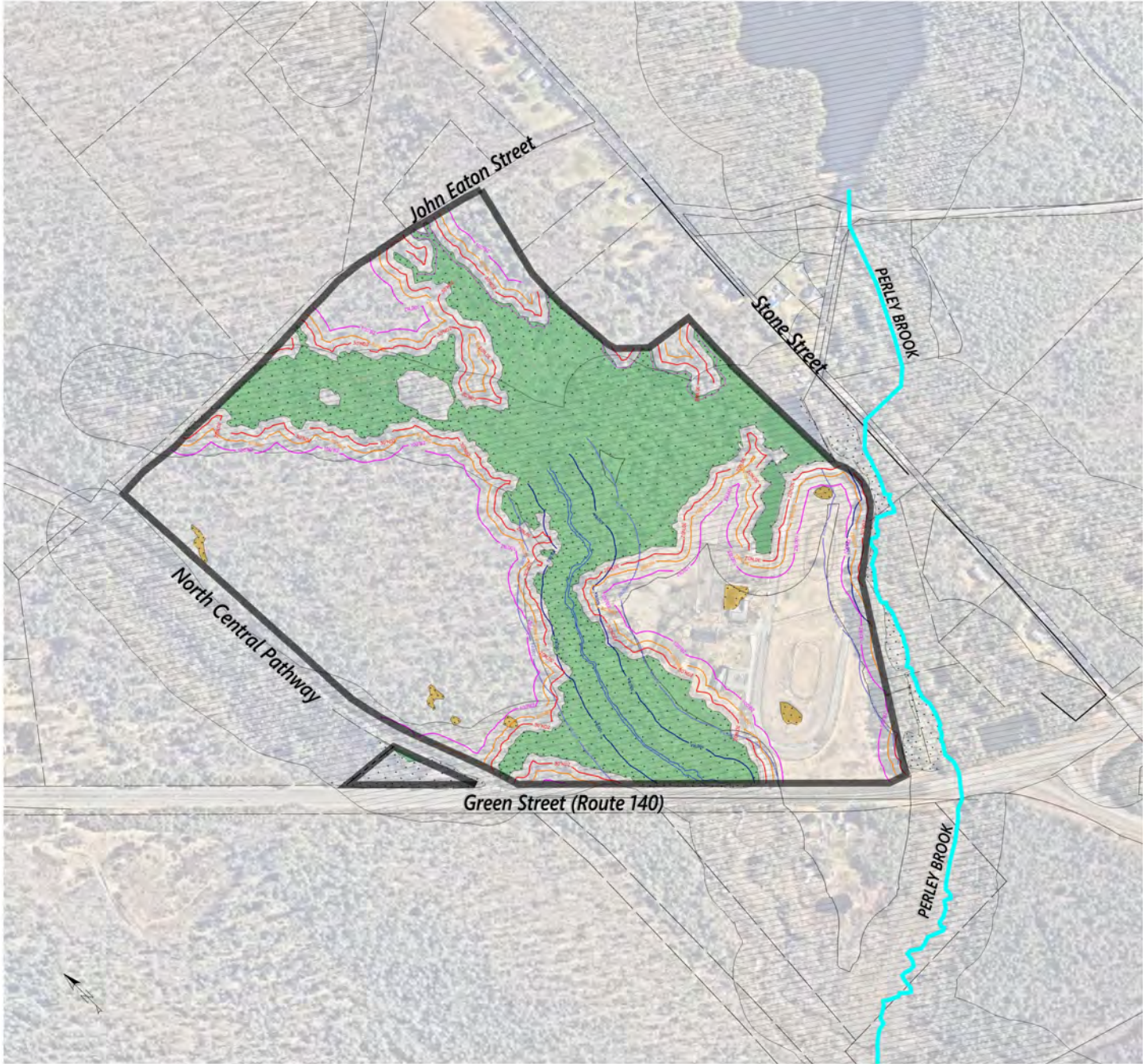
Our team includes recognized experts in the fields of engineering, traffic, environment and water, legal, horse racing, and horse welfare.

- VHB
- David M. Schwarz Architects
- Louis Raffetto
- Goddard Consulting
- Mirick O'Connell
- Haley & Aldrich

# Wetland Graphic

Bay State Park  
827 Green Street  
Gardner, MA

-  **Bordering Vegetated Wetlands**
-  **Isolated Vegetated Wetlands**
-  **Zone A**
-  **- 30' NDZ - 30' No Disturb Zone**
-  **- 60' NBZ - 60' No Building Zone**
-  **- 100' BZ - 100' Wetland Buffer**
-  **Perley Brook**
-  **Perennial Stream**
-  **- 100' RA - 100' Riverfront Area**
-  **- 200' RA - 200' Riverfront Area**





# Community Process

- Community meetings and public input
- City approval of site for thoroughbred racing
- Mayor execution of Host Community Agreement
- Application to Massachusetts Gaming Commission (MGC)
- Hearing by MGC in Gardner on application
- Adjudicatory Hearing & Suitability by MGC
- MGC vote on application
- Gardner permitting process, including the Conservation Commission and Planning Board
- Review by DEP compliance and for Section 401 Water Quality Certificate (WQC)
- Application for a building permit
- Annual report to Mayor and Council on facility operations
- Annual hearing in Gardner for license renewal by MGC





# Our Vision

Continuing the tradition of using this site as a horse farm and racing facility for thoroughbred and standard horses. A year-round equestrian facility for all to learn about and enjoy farming and horses:

- Breeding program
- Training facilities
- Thoroughbred festival racing
- Off-track retirement program
- Agricultural and equestrian festivals
- Agricultural programs for local students
- Therapy programs for individuals in recovery
- Vegetable gardens, and chickens and goats



# FIRST CATTLE SHOW AND FAIR IS BIG SUCCESS

Over 12,000 Attend Gardner Event; Horse Show Attracts Many—Races Provide Thrilling Finishes

Ground in Fine Condition—Automobile, Fruit and Flower Displays Are Features—Food Vendors Sold Out Before Mid-Afternoon—Boy and Girl Scouts Give Exhibition

GARDNER, Oct. 13.—The 19th annual cattle show and fair under the auspices of the Gardner Agricultural Society was held at Andrews' Driving Park today with ideal weather conditions and the largest crowd attending a fair in Worcester county since 1914. The unexpectedly large attendance was one of the features of the day, it was estimated by fair officials that over 12,000 people passed through the gates. Ticket officials were overwhelmed with the influx and vendors of food and novelties were completely sold out before mid-afternoon. The fine autumn weather with its crisp tang of the season was ideal.

Shea and state troopers under Corporal Richard Touraine of the Pettricham barracks. Thirty-five boy scouts from the local troops also assisted in handling traffic and assisting people. Vaudeville Entertainment—During the afternoon a high class program of vaudeville was presented. Vocal selections, band music, rope stunts and other attractions were presented. Tomorrow the entire program will be repeated with another excellent program of races in the horse show. These fast races in the trot or pace racing are anticipated. Among the more conspicuous winners...

**HORSE SHOW**  
**MAY 25 ONE O'CLOCK**  
ANDREWS TROTTING PARK  
GARDNER, MASS.  
RAIN DATE JUNE

## MID-STATE FAIR AT GARDNER DRAWS 4000

Horse Races, Vaudeville Show, Dynamometer Pulling Contests, Among First-Day Attractions—Dog Show And Fireworks Display, With Big Bonfire Will Be Features Today and Tonight

GARDNER, Aug. 20.—With perfect weather conditions, today the Gardner Agricultural association conducted the first day of its annual two-day Mid-State fair at the grounds in North Gardner, with an attendance of more than 4000. The gay spirit of carnival was in evidence throughout the day and evening and much keen interest was shown in the horse races.

The Chair City band, under David Stakes, leader, furnished music for the gala vaudeville show, staged in front of the grandstand, both afternoon and evening. The final day features of the seventh annual fair of the association will complete the first sanctioned dog show in this vicinity, a gigantic fireworks display and a huge bonfire. For the latter a mound of bales of shavings, boxes and inflammable material of all kinds has been erected, five or six in the height of more than 50 feet, while the base mea-

2 hen, Buff Rock; 1 hen, 1 cock. R. 1 Red, r. a. 1 cock, 1 hen. Viola M. Bonner, Shirley; Silver penciled, Wrandon, 1 cock, 1, 2 and 3 cockered, 1 hen, 1 pullet. E. B. Rogers, Holden; S. C. brown Leghorn, 3 cockerel, 3 hen, 1, 2 and 3 pullet. Leitch, a. c. white, 2 cockerel, 3 hen. J. J. Stevens, Gardner; White Wyandotters, 2 c. 2, 2 and 3 pullet. H. B. Robinson, Clinton; H. I. Red, r. c. 3 cock, 1, 2 pullet, 1 young pen. A. J. Blodo, Millers Falls; Blue An-

## FAIR MAID IS WINNER OF RACE AT GARDNER

GARDNER, July 16.—Fair Maid, driven by Fred Harper, Westminster; Mary Jane Fitt, driven by William Larose, Gardner; and Little Boy, driven by W. Edward Reilly, Gardner, were winners in the races conducted...

## Harness Races Held At Gardner

GARDNER — The Gardner Horsemen's Association conducted a 10-race trotters and pace matinee at the Gardner Raceway yesterday afternoon. About 1000 persons attended.

Winners were:  
1st race—Half & Half, owned Alfred Vorce and Raymond Price, Winchendon, driven by Raymond Price. Time 2 minutes 38 seconds.  
2nd race—Cherry Arden, owned by City Stables, driven by R. R. Arden.

## RAIN FAILS TO HALT MID-STATE FAIR AT GARDNER

2000 Throng Grounds During Second Day's Program—Hound Show, Dynamometer Contest and Horse Racing Feature Day's Events

# Gardner: A Destination for Horse Racing in the Region

Gardner's legacy of horses and racing dates back to the 1870s. Local physician Dr. Robert Foster Andrews created what was then called Andrews Park on the current site of GAAHMA on Route 140. The first horse race was held on Saturday, September 26, 1875 with more than 600 attendees. Andrews Park was the site of the Mid-State Fair held every year through the 1920s.

After the Mid-State Fair, the Gardner Agricultural Society and the Gardner Chamber of Commerce started the Agricultural Fair over Columbus Day Weekend, featuring livestock shows featuring cattle, horses and poultry, agricultural and horticultural exhibits, horse pulls, track and field events, and horse racings.


Gardner Raceways held an eight race matinee with 1,000 attendees in 1953. One hundred years after the creation of Andrews Park, Leonard LeBlanc began housing horses that he trained and raced at the track. He was one of the top trainers in New England at the time.

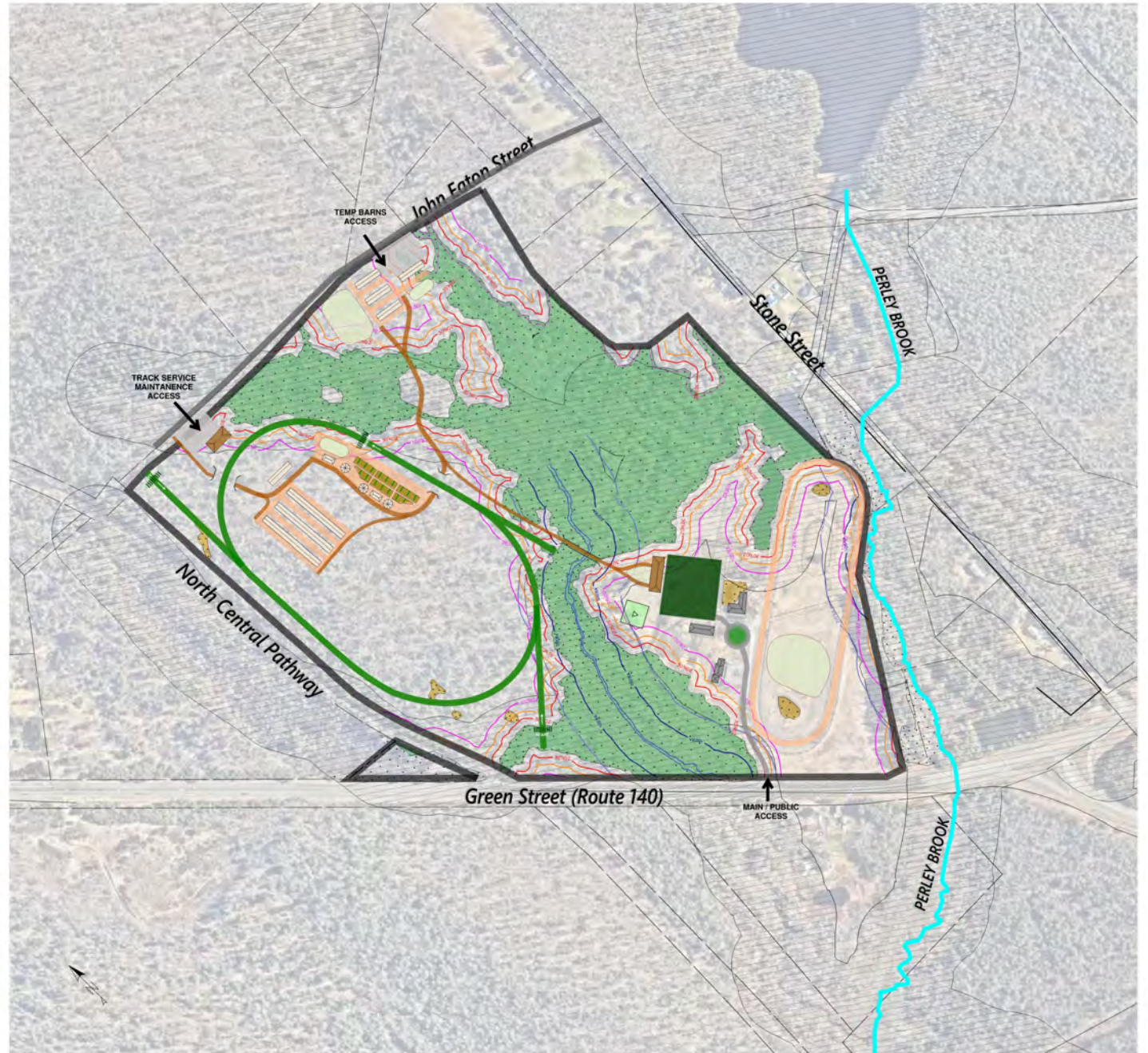
Gardner Equestrian Center brings the legacy of this location full circle by providing thoroughbred horses a place to breed, train, race and retire.

# Initial Site Concept Plan (subject to local & state review)

## Wetland Graphic

Bay State Park  
827 Green Street  
Gardner, MA

-  Bordering Vegetated Wetlands
-  Isolated Vegetated Wetlands
-  Zone A
-  - 30' NDZ - 30' No Disturb Zone
-  - 60' NBZ - 60' No Building Zone
-  - 100' BZ - 100' Wetland Buffer
-  Perley Brook
-  Perennial Stream
-  - 100' RA - 100' Riverfront Area
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# Structures on site

- Renovate the existing house and barns.
- Build a gazebo and pads for food trucks.
- Temporary facilities and porta potties brought in on festival race days.
- Grandstand built into the hillside, taking advantage of the topography.



# Equine Facility

- Our facility will be the premier facility for thoroughbreds to breed, train, race, and retire.
  - Thoroughbred breeding program
  - Retraining for off-track thoroughbreds.
  - Training facilities for thoroughbred owners and trainers.
  - On non-race days the average number of horses on site would be 5-25.



# Breeding Program

- We will have a breeding program to increase the thoroughbred horse population.
- The cost associated raising a foal is at a minimum between \$35-50,000.
- Not every thoroughbred horse will participate in racing. Other career options include eventing, dressage, jumping, polo, or on local farms for riding and therapeutic riding.



# Retirement

- Incorporate a retirement facility for retired Massachusetts bred thoroughbred horses to start their second careers.
- Working with the New England HPBA, a percentage of all race purses will be dedicated towards thoroughbred aftercare and rescue.



# Thoroughbred Festival Racing

- Festival racing takes place one – two weekends a year, and never more than 20 days.
- Competitive horse racing events supported by thoroughbred owners, breeders and trainers from Massachusetts and the surrounding regions.
- Racing allows horse owners to win pursue money from the Commonwealth Race Horse Development Fund. This money is used to maintain farms and the welfare of horses.
- Onsite wagering **only** at festival race days at temporary kiosk.
- More than 95% of wagering occurs online on cellphones off-site.
- **No sports wagering on site.**





# Community Partnerships

- Collaborating with GAAMHA, Inc. on equestrian training for clients and providing retired racehorses for therapeutic programs.
- Partnering with local education institutions around agricultural and veterinarian tech training modules, internships and jobs.
- Promote and partner with local businesses.
- Contribute \$20,000 to local not for profit organizations.



# Benefits for Gardner

Baystate Racing will be Gardner's highest taxpayer at approximately \$500,000.

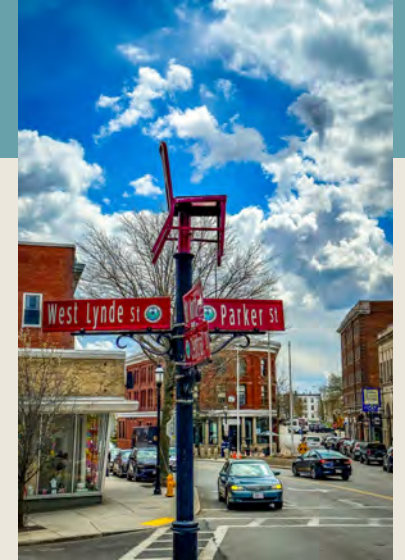
## Top 10 Taxpayers in Gardner

| OWNER                                       | TOTAL VALUE | TYPE                  | ESTIMATED TAXES |
|---------------------------------------------|-------------|-----------------------|-----------------|
| OLDE ENGLISH VILLAGE PRESERVATION LP        | 11,618,900  | APARTMENTS            | \$173,935       |
| CEDAR TIMPANY LLC                           | 11,377,800  | RETAIL/COMMERCIAL     | \$170,326       |
| MOUNTAIN CLIMBER LLC                        | 11,278,400  | APARTMENTS            | \$168,838       |
| WAKEFIELD PLACE ASSOC LTD PTNR              | 11,125,100  | APARTMENTS            | \$166,543       |
| URQUHART FAMILY LLC/NEW ENGLAND WOODEN WARE | 10,684,300  | COMMERCIAL            | \$159,944       |
| MOLINA LANDMARK LLC/MOLINA REALTY LLC       | 10,197,700  | APARTMENTS/COMMERCIAL | \$152,660       |
| BINNALL HOUSE RHF PARTNERS                  | 8,879,900   | APARTMENTS            | \$132,932       |
| JENNY/JESSIE/MIKEY REALTY LLC               | 8,215,600   | CONDOS                | \$122,988       |
| EXCHANGERIGHT NET-LEASED PORTFOLIO 54 DST   | 7,292,300   | RETAIL/COMMERCIAL     | \$109,166       |
| C B & B INC                                 | 6,794,100   | HOTEL/COMMERCIAL      | \$101,708       |

*\* using an estimated tax rate of \$14.97*

# Benefits for Gardner

- Helps drive ongoing economic revitalization in the city bringing in new patrons for local restaurants and small businesses.
- Creates a venue for functions and events.
- \$25 million in new capital investment.
- Creates 15-25 permanent and more than 100 temporary jobs in the community.
- Plant 500 trees around the city.
- Preserves open space and connects with the North Central Pathway.





# Supporting Local Agriculture

- Preserve and protect 1,200 horse and hay farms around Massachusetts.
- Collaborate with surrounding farms while supporting local breeders, horse owners, farriers and veterinarians to encourage economic activity and strengthen local agricultural economy.
- Every horse that races preserves a farm and requires a minimum of seven jobs.
- Revenues from racing assist in preserving the land, breeding thoroughbreds, and operating the race meet.
- Brings new local and statewide revenue to Gardner, providing new benefits for the city and agricultural community.



# Massachusetts' Challenge

- 8 acres of farmland is lost every day.
- According to the United State Department of Agriculture, Massachusetts ranks 6<sup>th</sup> for disappearing open space.
- Due to the lack of breeding programs in Massachusetts, only one stallion and 20 foals were born over the last five years.
- Bay State Park will help sustain the activities that will occur during the rest of the year, such as breeding, haying and other farm activities. These activities go hand-in-hand.

# The Massachusetts Model

“...the development of a Massachusetts Model horse park represents a significant economic opportunity for the Commonwealth...The annual economic impact is expected to approach \$99 million and lead to the creation of more than 950 jobs throughout Massachusetts.

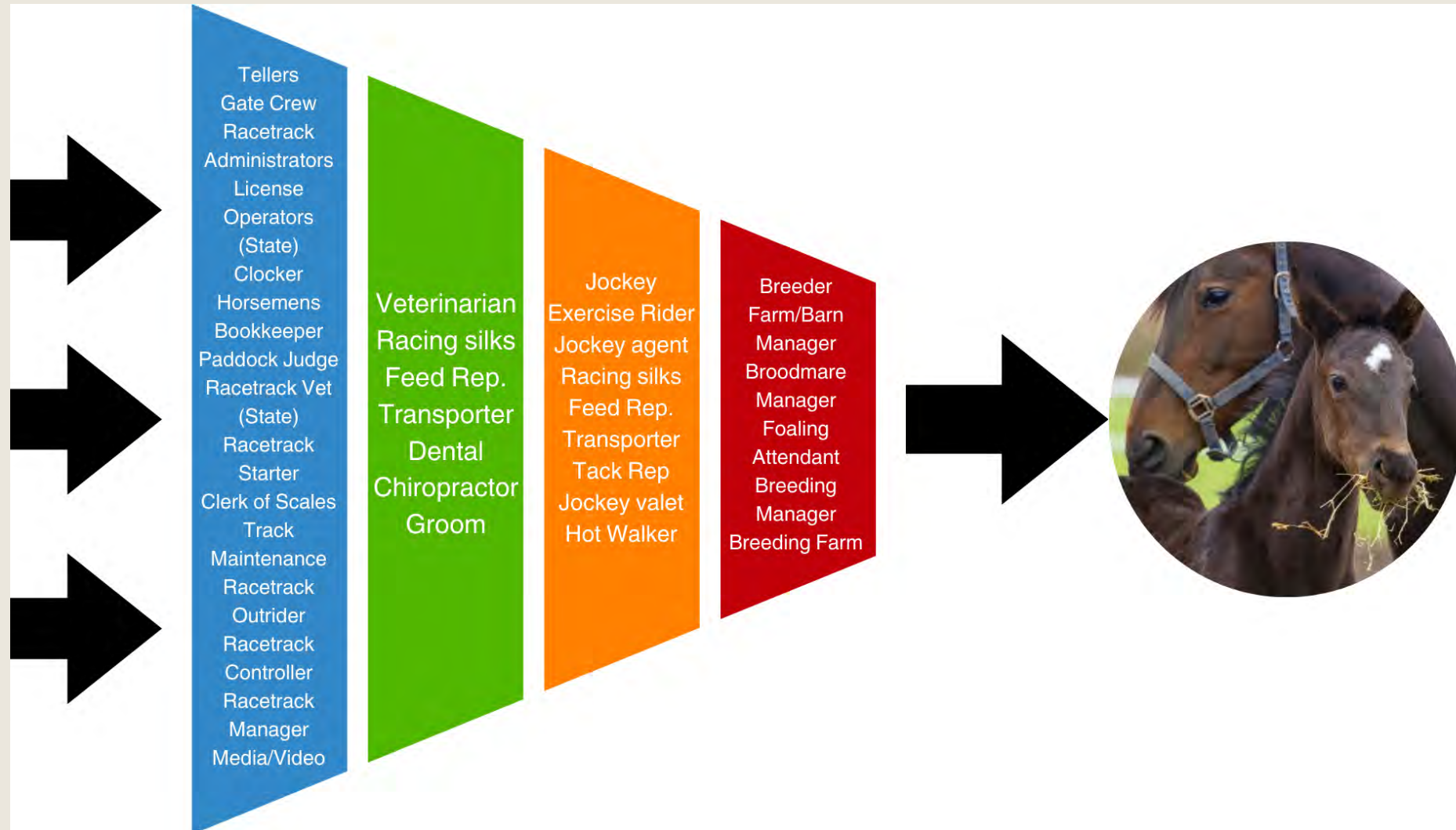
Economic activity resulting from the facility’s development would also generate an additional \$5 million in state and local tax revenues per year.”

*Dr. John Mullin, Emeritus Professor  
Regional Planning at the  
University of Massachusetts Amherst*



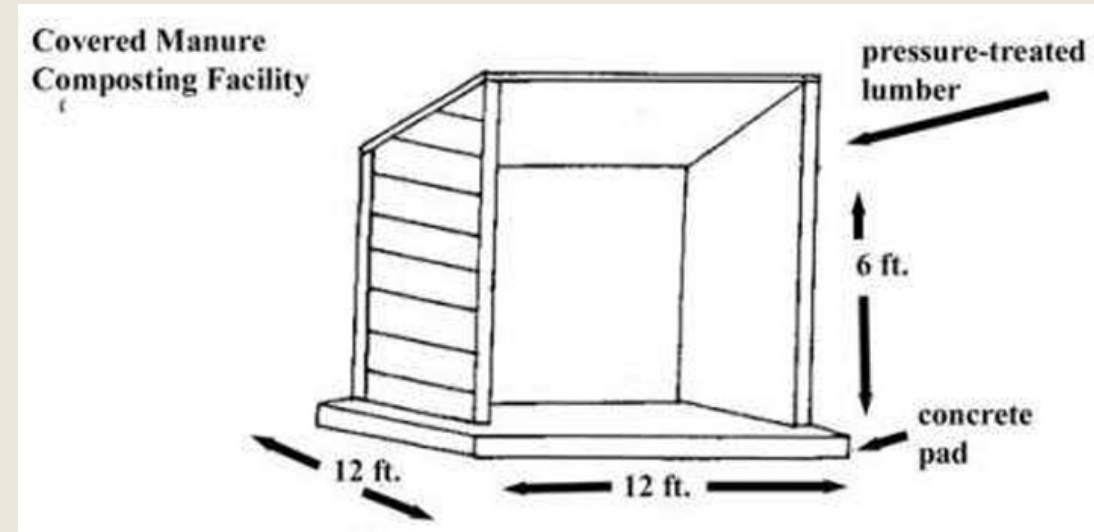
# The Massachusetts Equine Economy

The equine industry and family farming contributes thousands of jobs in Massachusetts for breeding, racing, and sporting events, particularly in our most economically challenged rural communities.



# FAQ: Wetlands & Water Protection

- Manure: Collected, stored and removed off-site
- Water: Introduce new buffers around wetlands and construct rain gardens to purify runoff
- Track: Use organic fertilizers
- Rules: MassDEP will review project process to ensure it complies with state regulations. We will maintain top standards to obtain a Section 401 Water Quality Certificate (WQC)



The Central Office DEP Director specifically stated this site will benefit from “top of the line stormwater management.” We are working with three of the top engineering and environmental consultants in Massachusetts.

The buffer near Perley Brook, which flows off the east side of the site, will exceed Commonwealth requirements. The proposed track is planned for the west side in the uplands, on the other side of the property from the Perley Brook. The above enhancements will safeguard Gardner's water quality for the future.



# FAQ: Horse Welfare & Safety

**Massachusetts leads the nation for the health and safety of horses:**

- Any owner/trainer who violated anti-doping rules is permanently banned from racing in Massachusetts.
- Any owner or trainer who sells their horse for slaughter is banned for life.
- Working with the NEHBPA, it is our goal that every retired horse finds a second career or an after-care home for after its racing career.



# Protecting the health and safety of our horses

Here are the measures that will further protect the health and safety of these racehorses:

- Before every race, horses will be medically examined by a qualified and independent vet who is under the control of the state. If the vet has any concern about the ability of the horse to run safely or has reason to believe they have received any banned substance, they alone can disqualify that horse;
- If that horse has been disqualified for receiving a banned substance, under our rules that the trainer will be permanently banned from racing at our track (and in Massachusetts);
- We will build a surface to ensure greater safety for the horses as it is well known that turf is safer and gentler for the horse and results in fewer racing injuries.

# Protecting the health and safety of our horses

- Thoroughbred racing in Massachusetts is highly regulated under the Massachusetts Gaming Commission and its Horse Racing Committee;
- We will build into our engineering design a 24/7 video monitoring system that will capture all our barns and stalls to detect any violation of anti-doping rules. This monitoring will also include additional undisclosed security measures;
- We will work with HISA (Horseracing Integrity and Safety Authority) which was just established in July of 2022 that is working to set a standard for all tracks to follow.

# FAQ: Traffic

- According to an overview by VHB, a top engineering consultant in the country, Route 140 has more than sufficient capacity to handle traffic to and from Bay State Park.
- Our operations will be a fraction of the daily traffic on 140 and mostly will occur in off-peak commuting times.
- We will not add to the morning or evening rush hour.
- Festival days will only be held a few days out of the year.
- A full traffic analysis will occur as part of our permitting process with the city.
- The proposed Host Community Agreement (HCA) requires us to have an approved parking plan each year prior to the festival.
  - *Our parking plans include on and off-site locations.*
  - *There will be an annual review of parking and traffic with the city and state.*
  - *We will pay for peer review by the city.*

# FAQ: Business Model

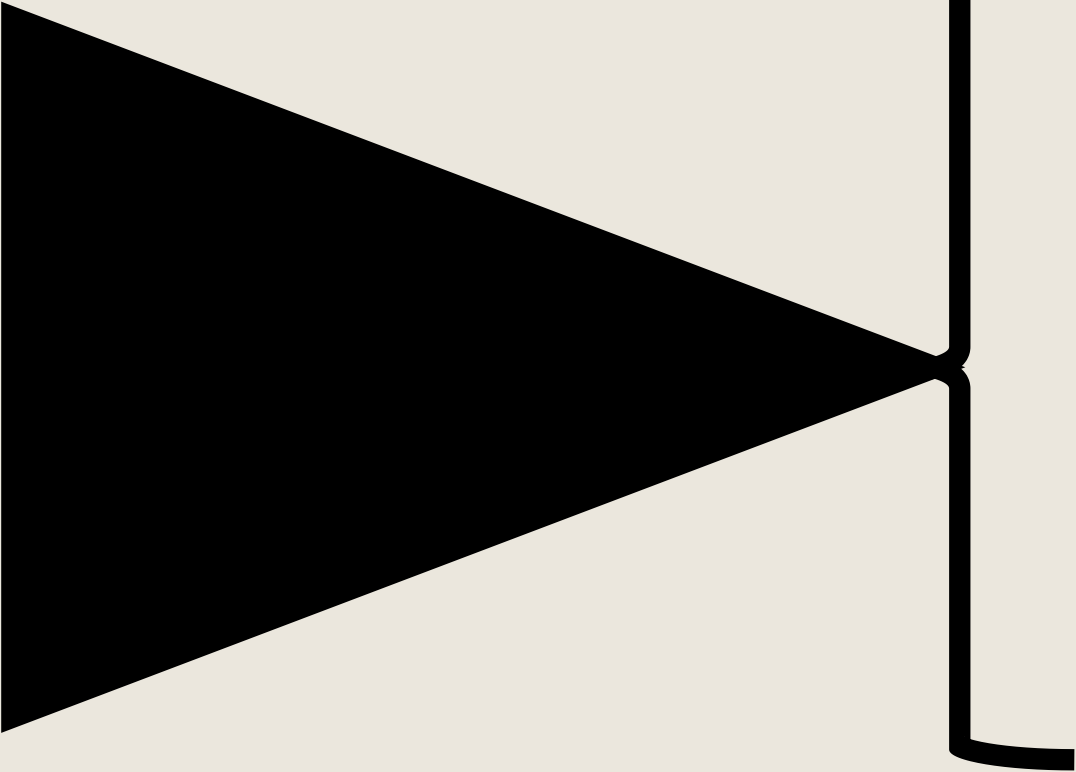
## Revenue

Breeding Program  
\$350,000/year  
Cost: \$350,000

Racing & Operations  
\$300,000  
Cost: \$1.8 million

Retirement Program  
\$150,000/year  
Cost: \$150,000

Wagering Off Site  
\$5-8 million  
Cost: \$1.4 million



## Expenditures

Cost of Capital  
\$28 million

Operations  
\$3.2 million

City of Gardner  
\$500,000

Profit

\* Numbers are based on public data - they are for illustration purposes only.



# Thank you

**Baystate Racing, LLC**

**Email: [marykate@baystateracingllc.com](mailto:marykate@baystateracingllc.com)**

**Phone: (978) 277-3382**

**Web: [www.baystateracingllc.com](http://www.baystateracingllc.com)**



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**PUBLIC HEARING OF JULY 23, 2024**

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A Public Hearing of the City Council was held in the City Council Chamber, Room 219, City Hall, on Tuesday evening, July 23, 2024.

**CALL TO ORDER**

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

**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.

- WBZ Boston, 1170 Soldiers Field Road, Boston, MA, announced they were recording.
- Steve Wendell of WGAW Radio, Gardner, MA, announced he was recording from Perry Auditorium.
- Brandon Hughey of 8 Grace Court, Gardner, MA, announced he was recording from Perry Auditorium.
- Ayesha Coaxum, 243 Waterford Street, Gardner, MA, announced she was recording from Perry Auditorium.

President Kazinskas read the Public Hearing Notice:

The advertisement for public hearing as described above, would provide as follows:  
Pursuant to G.L. c. 128A, § 13A, the City of Gardner City Council will hold a PUBLIC HEARING at 7:30 PM on Tuesday, July 23, 2024, at Gardner City Hall, in the City Council Chambers, Room 219, 95 Pleasant Street, Gardner, MA 01440, with Perry Auditorium at Gardner City Hall available as an overflow room should the City Council Chamber reach capacity, to hear the matter of Bay State Racing LLC's application for horse racing operation at 827 Green Street and specifically the following Vote: "Shall a track of land located within the limits of the City of Gardner, now owned by the GAAMHA, Inc., located at 827 Green Street, comprising approximately 114 acres also identified as assessors lot number R42- 21-1 and more particularly described in Worcester Registry of Deeds Book 63792 and Page 211 and situated on the easterly side of Route 140, otherwise called Green Street, be

PUBLIC HEARING OF JULY 23, 2024

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approved as the location of a running horse racing track where race meetings laid out and conducted by licensees under M.G.L c. 128A will be held or conducted.”

Anyone wishing to be heard may sign up beginning at 5:30 PM on Tuesday, July 23, 2024, through the conclusion of the Public Hearing at the place designated above, and also refer to the Gardner City Council Public Hearing Rules & Procedures listed below (Adopted 3/18/2013).

Interested persons may attend the hearing and give oral comments, or they may submit written comments until 4:30 PM on Wednesday, July 24, 2024, by mailing or e-mailing Elizabeth Doiron, Assistant City Clerk, 95 Pleasant Street, Gardner, MA 01440, [edoiron@gardner-ma.gov](mailto:edoiron@gardner-ma.gov).

A copy of the submitted application is available for public review at the City Clerk's Office, Room 121, during the hours of 8:00 A.M. and 4:30 P.M. Monday through Thursday, and 8:00 A.M. and 1:00 P.M. on Fridays, or electronically at: [www.gardner-ma.gov](http://www.gardner-ma.gov).

An Informal Meeting of the Gardner City Council will be held on Tuesday, July 23, 2024, at 6:00 PM at Gardner City Hall, in the City Council Chambers Room 219, 95 Pleasant St, Gardner, MA 01440 for a presentation from Bay State Racing LLC on their application as described above, with Perry Auditorium at Gardner City Hall available as an overflow room should the City Council Chamber reach capacity. The Informal Meeting notice and packet is posted outside of the City Clerk's Office and electronically at: [www.gardner-ma.gov](http://www.gardner-ma.gov).

GARDNER CITY COUNCIL  
PUBLIC HEARING RULES & PROCEDURES  
Adopted 3/18/2013

- 1) The City Council President will call the Public Hearing to order and read aloud the Public Hearing Notice.
- 2) The City Council President will call upon the Petitioner to summarize the proposal.
- 3) The City Council President will then ask for anyone wishing to testify to please raise their hand, be recognized, then state their name and address for the record.
- 4) Comments from any one speaker are limited to 3 minutes.
- 5) Testimony must be on the merits of the pending question; otherwise, the testimony will be ruled out of order.
- 6) The Petitioner shall be granted the opportunity to reply to questions and comments, if desired.
- 7) Modifications to the proposal must be submitted in writing.
- 8) Attendees desiring a second opportunity to present “new” testimony will be given an



PUBLIC HEARING OF JULY 23, 2024

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opportunity if, in the opinion of the Presiding Officer, time allows. Repetitive testimony will not be permitted.

9) The Petitioner(s) and persons offering testimony may submit written comments to the City Council President.

10) Upon completion of testimony, the City Council President shall close or continue the Public Hearing to a time/place certain by voice vote.

CITY COUNCIL OF GARDNER

Elizabeth Doiron, Assistant City Clerk

### ATTENDANCE

Assistant City Clerk Elizabeth Doiron called the Roll of Members. Ten (10) Councillors present were present including 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. Councillor Craig Cormier was absent.

A quorum was present.

President Kazinskas announced the procedural matters to ensure that each person has a fair opportunity to testify. Each person was given a card with a number on it when they signed up to offer testimony. This card is considered your ticket and keep it with you. You will be asked to provide it at the City Council Chamber when it is your turn to offer testimony. The President will call each person by name and card number when their turn to offer testimony approaches. If you are seated in Perry Auditorium at that time when it's your turn to offer testimony, your name and card number will be announced, and you will exit Perry Auditorium through the door to the right of the stage and go to the Council Chamber. When you arrive at the Council Chamber, you will be seated to wait for your turn to offer testimony. If you are seated in the Council Chamber at that time, the President will call your card number at which that time you will go to the podium. When you arrive at the podium, you can begin your testimony by stating your name, and address for the record and then offer your testimony. Each person has 3 minutes maximum to offer their testimony.

The following spoke at the public hearing:

- Michael Nicholson, 131 Crestwood Drive, Gardner, MA
- Phil Brodeur, 182 Willis Road, Gardner, MA
- Bruce Spuria, 64 Wheeler Street, Gardner, MA
- Gerald St. Hilaire, 39 High Street, Gardner, MA

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- Dorothy LeBlanc, 208 Stone Street, Gardner, MA
- Debra Alie, 23 Oriole Street, #2, Gardner, MA
- Carla Wojtukiewicz, 208 Stone Street, Gardner, MA
- Timothy St. Jean, 418 Stone Street, Gardner, MA
- Sheila Heglin, 340 Stone Street, Gardner, MA
- Paul DeMeo, 9 Willis Road, Gardner, MA
- Robert Swartz, 268 Coleman Street, Gardner, MA
- Mia Young, 42 Wasa Street, Gardner, MA
- Colleen O'Donnell, 21 Washington Street, Apt. 4
- Brenda Dill, 32 Pelley Street, Gardner, MA
- Carol Thibodeau, 1353 Green Street, Gardner, MA
- Elenore Gamarsh, 21 Norman Street, Gardner, MA
- John Hochard, 332 Matthews Street, Gardner, MA
- Scott Graves, 69 Lakeview Drive, Gardner, MA
- Stephen Rockwood, 310 Pearl Street, Gardner, MA
- Lauren Peabody, 3 Jackson Park, Gardner, MA
- Carolyn Kamuda, 400 Pleasant Street, Gardner, MA
- Janna McPherson, 77 Riverside Road, Gardner, MA
- Corinne Smith, 11 Greenwood Street, Gardner, MA
- Gardner McPherson, 77 Riverside Road, Gardner, MA
- Joyce Vincent, 63 Sunrise Lane, Gardner, MA
- Mary Marsh, 150 Acadia Road, Gardner, MA
- David Antaya, 444 Stone Street, Gardner, MA
- Kevin Bailey, 157 Ash Street, Gardner, MA
- Edmund Pilodeau, 27 Ridgewood Lane, Apt. 24, Gardner, MA
- Anthony Ruggiero, 429 Parker Street, Gardner, MA
- Kimberly Blake, 25 Baker Street, Gardner, MA
- Pam LeBlanc, 91 Champaign Street, Gardner, MA
- Harrison Williams, Jr., 494 Pearl Street, Gardner, MA
- Amy Hope, 260 Baker Street, Gardner, MA
- Peter Sargent, 19 Cherry Street, Gardner, MA
- David Hilman, 114 Rich Street, Gardner, MA
- Timothy St. Jean, 418 Stone Street, Gardner, MA
- Barbara Kellogg, 9 Stetson Road, Hawley, MA
- Robin Prouty, 1096 Barre Road, Gilbertville, MA
- Paul Umbrello, 102 Stow Street, Waltham, MA
- Anthony Spadea, 42 Franklin Street, Braintree, MA
- Stephen Baer, 272 Franklin Street, Belchertown, MA
- Arlene Brown, 121 Pine Street, Rehoboth, MA
- David Cramer, 30 Perry Lane, Westin, MA

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- Hannah Kacian, (address unknown, did not state during hearing)
- Erin Kiewel, 322 Pearl Street, Gardner, MA
- John Stefanini of Bay State Racing

The following constituents submitted written testimony and are attached:

- Paul Miller, 39 Sunset Road
- Angel L. Miller
- Genevieve Lopez
- Felicia Howard
- Galen Lipin
- Carlee Mills
- Steve Baer
- Jodie Wiederkehr
- Jana M. & Frank Mabee
- Jean DeMeo
- Libby Lipin
- Carla Wojtukiewicz
- Jason Brown
- Brenda Dill
- Pam Youngquist
- Carolyn Sellar
- Sheila St. Hilaire
- Debra Banks
- Sinead Carter
- Carolyn Sellars
- Linda Robertson
- Jillian Koranda
- Janna McPherson
- Russell & Dorothy LeBlanc
- Anne Lawrence Guyon
- Karen Elger
- Leslie Randall
- Erin Mitchell
- Ruth Arnone
- Peg Locke
- Susie Gray
- Michael J. Nicholson
- Jim Kilby
- Paul DeMeo
- Carolyn Thibodeau
- Susan Rousseau
- Alan Rousseau
- Robin Prouty
- Norman Wironen
- Stephanie Orlow
- John Stefanini
- Carolyn Kamuda
- Mary E. Marsh
- Tamson Kelley
- Linda Kachinsky
- Barbara Kellogg

The Public Hearing concluded at 11:29 p.m.

Accepted by the City Council:

## Elizabeth Doiron

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**From:** Paul Miller <paultopper12@gmail.com>  
**Sent:** Wednesday, July 24, 2024 3:05 PM  
**To:** Elizabeth Doiron  
**Subject:** [EXTERNAL] Race Track letter  
**Attachments:** PRMRaceTrackletter072424.pages

**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. Please find attached my letter regarding the establishment of a racetrack in Gardner, MA.

Respectfully,  
Paul Miller

Paul R. Miller  
39 Sunset Road  
Gardner, MA 01440  
Ward 5-B

July 24, 2024

To Gardner City Council Members:

I am Paul Miller and I am opposed to the development of a race track in the Gardner area.

I believe the City of Gardner does not need to add gambling and wagering to the list of addictions which have plagued this city. The Gardner-Athol Area Mental Health Association is not in a position to accept more clients to their caseloads; and clearly they are having funding issues as they are trying to sell the Green Street property to help with this. Mental health funding continues to be a major challenge across the country.

We are all familiar with the water issues. Gardner and Westminster do not need to deal with additional and more serious water issues in an already strained water treatment system.

I do not believe our citizens are “chomping at the bit” and get a few temporary and seasonal jobs like parking attendant, cleanup crews following events, shoveling horse manure and disposing of the occasional and inevitable dead race horse in this disgusting “sport.” And did their proposal have any discussion about where all the trash generated at these events is going to be disposed of ???

I do believe that Bay State Racing has TARGETED Gardner for their proposal. They filed almost the exact same proposal in Hardwick last fall, under a different name (Commonwealth Racing). They failed in their attempts in Hardwick and have failed in Sturbridge, Rowley and Plymouth as well, under different names but with essentially the same proposal. Those communities' average per capita income was at least \$20,000 per year more than Gardner's \$55,000 per capita average. Perhaps the underlying assumption of this entity is that a less affluent community equals less intelligent and less astute citizens. We are all insulted by this assumption.

I do know that our city councilors will not fall for what appears to be more of a traveling circus with 100 porte-potties and make-shift spectator tents than a

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legitimate business from which Gardner might benefit. This race track will only be detrimental to a city trying hard to improve itself.

On a final note, I would not have moved back to Gardner if this race track was already in place, and I would leave the city if it is built. I feel bad for the individuals whose homes are adjacent to the property, as their property values will plummet.

Our city councillors already know to vote "NO" on this proposal on August 5, 2024, and I appreciate their thoughtful consideration of the opinions of the citizens whom they represent.

Thank you,

Paul R. Miller

39 Sunset Rd.  
Gardner, MA 01440

July 24, 2024

To: Gardner City Council Members:

My name is Angel Miller, and I am a Gardner resident and am opposed to a racetrack ANYWHERE in Gardner, MA. I am opposed to horserace tracks, period.

I attended the Council meeting last night and was very impressed by the questions the Council asked and their unanimous straw poll vote to **not** approve a racetrack in our city. Like several other cities/towns in Massachusetts, our residents are far too intelligent and care too much about our city to be swayed into making a bad decision based on the “possibility” of a new revenue source. Much more is at stake here.

In addition to all the information you received as opposition to the proposed racetrack at Tuesday’s hearing, I would like to share the information below. There is a well-hidden side of horse racing. I too, am learning more about the plight of racehorses. It’s unnecessary and preventable—do not have horse race tracks.

*Excerpts from Katie Couric Media, dated: May 24, 2023, Patrick Battuello*

*“Love Playing the Ponies? This Animal Rights Expert Wants you to Know what Horse Racing \*Really\* Looks Like”*

*“And to be clear, death at the track is neither clean nor tranquil. Death at the track is cardiovascular collapse, or a failed heart—this happening, mind you, to animals who are most under the age of six. Death at the track is pulmonary hemorrhage, or bleeding out from the lungs. Death at the track is blunt force head trauma from collisions with other horses or the track itself. Death at the track is broken necks, severed spines, ruptured ligaments, and shattered legs—occasionally shattered so severely the limb remains attached to the rest of the body by skin or tendons only.”*

*“As a rule, racehorses are kept locked, alone, in a tiny 12x12 stalls for over 23 hours a day, making a mockery of the industry claim that ‘horses are born to run, love to run,’ and a cruelty all the worse for being inflicted on innately social animals like horses. Prominent equine veterinarian Dr. Kraig Kulikowski likens this practice to keeping a child locked in a 4x4 closet for over 23 hours a day. Relatedly, practically all the horse’s natural instincts and desires are thwarted, creating an emotional and mental suffering made clear by the stereotypes commonly displayed by confined racehorses: Cribbing\*, windsucking\*\*, bobbing, weaving, pacing, kicking, even self-mutilation.”*

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Please consider the unheard voices of the horses who are subjected to abuse their entire lives if part of the racehorse industry. Is it worth all the disruption to our land, life and community for a \$2 bet? Of course not.

There is a wealth of information on why the horse racing industry is dying. Clearly Gardner council members are aware of the true cost of putting a race track in Gardner and refuse to participate.

Please continue to vote **NO** on the racetrack proposal. Do not drag our town down a path which will change the image of Gardner as a small, quiet central Massachusetts town known for furniture making, to a town where you can “play the ponies” and leave all the residents (and horses) to suffer as collateral damage.

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Respectfully,

Angel L. Miller

\*cribbing: crib biting in horses is a repetitive behavior, they exhibit weight loss, overall poor condition, abnormal muscling in the neck and excessive wear on teeth among other undesirable consequences.

\*\*windsucking: horses windsock by arching their necks and using their mouth to suck air into the cranial esophagus. They may winch in response to stress, boredom or gastrointestinal discomfort.



## Elizabeth Doiron

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**From:** Genevieve Lopez <genlopez311@gmail.com>  
**Sent:** Monday, July 29, 2024 2:49 PM  
**To:** Mayor  
**Cc:** Elizabeth Doiron  
**Subject:** [EXTERNAL] Racetrack for Gardner

**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.

Good afternoon. I recognize that my email is after your scheduled hearing on 7/23 , however, I respectfully request that my email be forwarded to all concerned.

I am adding 2 photos of a thoroughbred I adopted several years ago. The first is from his days of racing, making thousands of dollars for his owner. The second photo is from when he was saved from a kill pen. I would suggest you zoom in and note the look of defeat in his eyes. What the photo doesn't show is his tattoo inside his mouth and how he has stubs for teeth due to the stress of racing. It took some time for him to trust again. He was so terrified of being starved again that he once ripped a stall door off of the hinges to get to the hay.

Today he is at peace and living his days stress free. It's the least I can do for him.

I would like to say that his case is rare but unfortunately it isn't. Around 2000 horses perish per year due to racing accidents. Around 60% of race horses are doped. And an appalling 10,000 racehorses end up in kill pens. Once they can no longer make money, they are disposable. This is the reality of racing. If they survive the trip to Canada and Mexico, then they are slaughtered for meat and dog food.

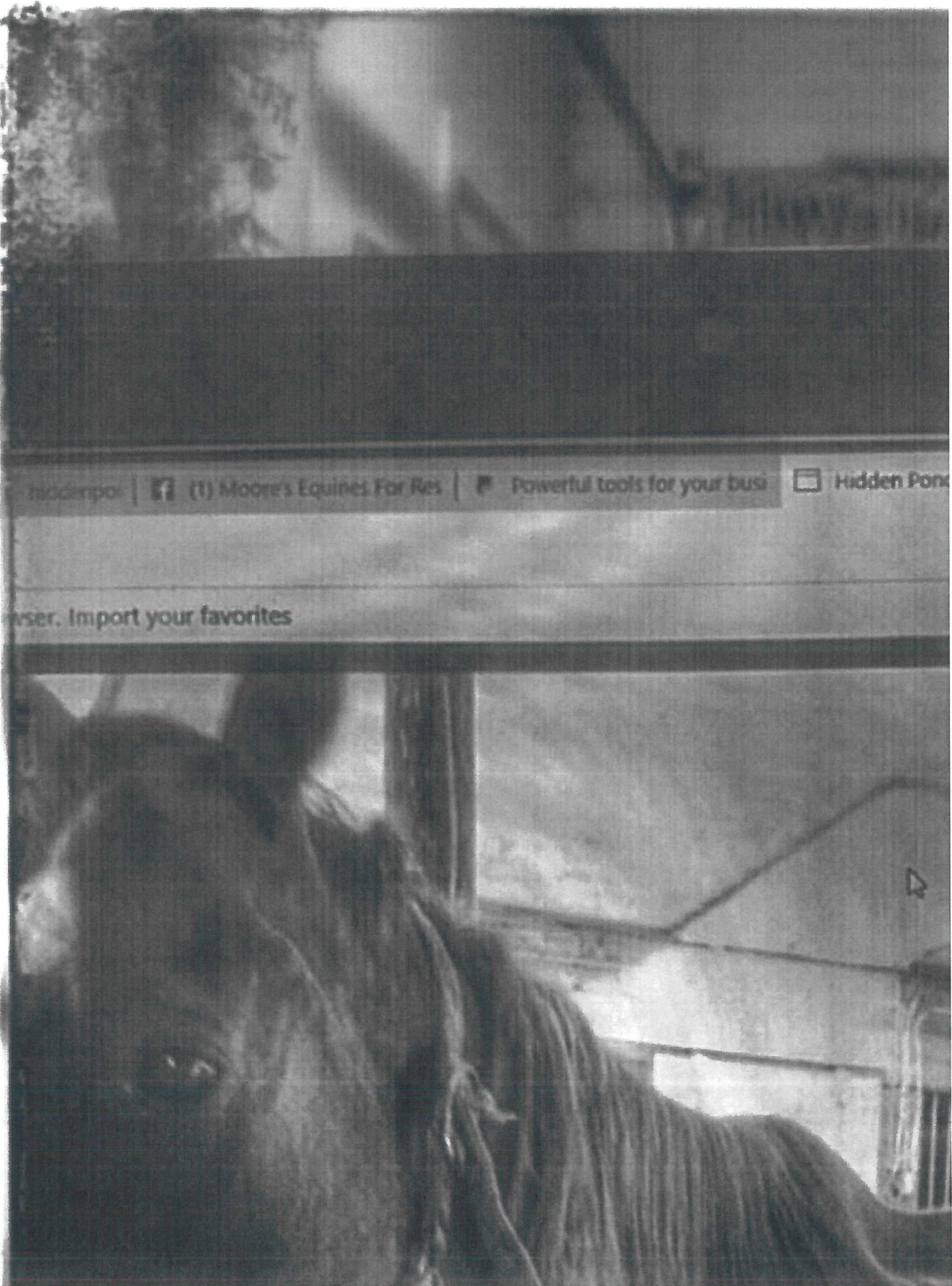
The brochure that was mass mailed does not include anything other than " oversight " of the horses. The " oversight" will not be any different from any other race track.

I have to believe that the good people of Gardner do not want any of this to be associated with them . I am hoping that elected officials will end this pursuit based on the dark side of racing and that these noble animals deserve better. A race track will also bring the scrutiny of animal welfare advocates such as PETA, HSUS, and MSPCA. Gardner deserves better. So do horses.

Along with this comes, traffic, noise, pollution and added concerns for your hospital. Please do the right thing and say no to this.

Sincerely,





## Elizabeth Doiron

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**From:** Felicia Howard <fhkneitz@yahoo.com>  
**Sent:** Thursday, July 25, 2024 11:26 AM  
**To:** Elizabeth Doiron  
**Subject:** [EXTERNAL] Horseracing

**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 Mrs. Doiron,

Please share my comment with the mayor-

Please do not allow Horseracing in Gardner- it is an abusive business with thousands of horses dying. <https://www.youtube.com/@horseracingwrongs/videos>

Thank you.

Felice Howard

Sent from my iPhone

## Elizabeth Doiron

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**From:** Galen Lipin <galen.lipin@gmail.com>  
**Sent:** Wednesday, July 24, 2024 3:10 PM  
**Cc:** Elizabeth Doiron; Mayor  
**Subject:** [EXTERNAL] Opposing application for horse racing

**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 City Council members,

Thank you very much for unanimously voting against the racetrack proposal during the 7/23 straw poll.

I appreciate that you recognize the negative impacts that Bay State's project would have on Gardner.

A quick Google search will provide no shortage of articles outlining the steep decline of horse racing popularity over the past 25 years, inhumane treatment of animals, and the industry's track record when it comes to actually improving the local economy in a host community (<https://www.nature.com/articles/s41599-022-01055-1>).

Allowing this project to move forward will have negative environmental, safety, and quality of life impacts for Gardner residents and I urge you to vote against this proposal when it comes to the official vote.

Many thanks!

-Galen

—

Galen Lipin  
18 Highland Street  
Gardner, MA 01440

## Elizabeth Doiron

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**From:** Carlee Mills <csmills15@gmail.com>  
**Sent:** Wednesday, July 24, 2024 4:16 PM  
**To:** Elizabeth Doiron  
**Subject:** [EXTERNAL] NO to Bay State Racing Testimony

**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.

To whom this matter concerns,

As a resident of Gardner for 15 years with a deep family connection to this community dating back to the early 1930's, I am adamantly opposed to Bay State Racing coming into our beautiful city.

Gardner has been working hard to gain momentum of creating business, jobs, infrastructure and money to come into our city. So far, the trajectory of this effort-being led by our Mayor, seems to be working. The updates and renovations in our downtown area are moving in a nice direction. We appear to be spending money not only on creating business, but also in creating green spaces for community members to enjoy the beautiful outdoors.

Our city is coming together in a way that I personally have not seen ever before. I have heard many stories about how small mom and pop shops running this city many, many years ago were the backbone of the people here. It's what got us on the map as the "Furniture Capital" of our area. Yes, it then got bigger...but the history is found and established in the roots of the Gardner and local towns/cities residents. NOT of large corporations using us and our land for THEIR benefits. My grandfather had a diner on Parker St in the 1960's. Everyone knew everyone's name. People liked to go there to see other people and to connect. To tell their stories. My other grandfather was very involved in sports at our high school and went on to make a name for himself within the community as a coach. These stories revolve around THIS community and OUR people. When we forget about the history of this place, the people who fought and worked so hard for Gardner to succeed, we are forgetting their stories.

We must do better.

I believe we will do better.

What will Bay State Racing bring to our city?

- Gambling ( an addiction), which is ironic considering the current site is a safe place for people looking to RECOVER from addiction
- Mistreatment of animals (while I do not know all the details of horse racing, I personally feel horses are not here on this planet for us, as humans, to make money)
- Contamination of the land AND water nearby through use of fertilizer/weed killer (as an environmental educator/nature advocate-this is a BIG concern for the longterm health and wellbeing of our residents...and future generations to come.)
- Increase of traffic to an already dangerous and deadly part of Route 140
- Increase of people looking for places to stay for an evening (we no longer have motels/hotels readily available for out of town folks-other than the highly priced Colonial Hotel)

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These are just a few reasons, in my opinion, that we need to vote NO on Bay State Racing coming to our city.

The residents of Gardner deserve more than a place to gamble on horses to represent our city. Our children and grandchildren deserve more.

Please take this testimony into consideration as you make your decision for the future of our city. I believe you also want our city to be known for more than Bay State Racing.

Thank you,  
The Mills Family  
Courtney, Carlee (Morgan), Marcus, Madison & Braylon

## Elizabeth Doiron

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**From:** b vegan <baerwolf@hotmail.com>  
**Sent:** Wednesday, July 24, 2024 4:20 PM  
**To:** Elizabeth Doiron  
**Subject:** [EXTERNAL] Testimony on Horseracing Proposal

**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.

### Written Testimony:

#### Why Horseracing in Gardner is Undesirable

1) Horseracing is a dying industry; let it die.

- Between 700 and 800 horses die while racing every year.
- Roughly 2000 horses die during training for racing, while racing, or in stalls.

#### ¥ The Horses ¥

Because their bone structure is not totally fused and is soft just as in human babies, and because their tendons and muscles are not fully developed, just as in human babies, apparent and non-apparent injuries are typically suffered by baby horses aged 2 - 4 years old as a result of being forced to race. A horse's structural system will not be fully fused and developed until age 6 years.

That is why so many horses get injured while racing.

Additionally, horses are obligate nose breathers. While racing at breakneck speeds with a bit in their mouths they are unable to breathe properly and thus are suffocating.

Meanwhile, while being forced to run at breakneck speeds under the pain of whip and spur, the heart pressure on a horse's arteries commonly causes a horse's lungs to hemorrhage. The horseracing industry accepts doping horses with lasix, among other drugs, before the races to reduce the horse's blood pressure and thereby reduce the chance of drowning a horse from lung bleeds. The lasix is also used to drop the horse's weight before the race through urination (it's a diuretic) so the horses run faster.

Does the Gardner City Council really want to support keeping horseracing going?

Doing so affects the moral compass of all of Massachusetts.

Please vote NO... Let Horseracing die.

~~~

2) Horseracing Industry is No Bargain; Don't be Fooled

¥ The Citizens of Gardner ¥

Of concern in Gardner, itself, and surrounding Towns there are the following to consider also:

- Drinking Water Pollution - the horsetrack company wants to set up in the watershed depositing fecal matter, urine, petrochemicals, herbicides, pesticides, fertilizer, and a host of other unknown agents. Despite proposed containment of solid manure from stalls and jockey quarters, it only takes one trailer washout to impact the well field.

- Aquifer Drawdown - the horse track company stated that if the aquifer ran out of water they would bring in water trucks to maintain the watering of the track, wash water, and to keep their operation running. They said nothing about suppling the public with water when their wells go dry. That will be another City expense.
- Addiction - The City will need to increase their expenditures for dealing with gambling and drug addiction as low income people in the City and from outside the City uncontrollably gamble away their paychecks, and young people whose brains are proven to be more susceptible to the highs associated with addictive behavior need intervention and treatment.
- Increased Traffic and More Frequent Road Repairs - The City will need to increase their expenditures for dealing with traffic problems from congestion, accidents, and irrate drivers. Equally additional expenses will be incurred to maintain roadways under the increased horse trailer axle loads and frequencies and increased supply truck loads.
- Support & Protective Services - the City will need to increase their expenditures for Police, Fire, Ambulance, and Social Services - the last due to the change in social environment and feelings of emotional secure caused by the influx of random out-of-town people running roughshod over the City.

I strongly urge all Gardner City Councilors to vote NO on the horseracing proposal.

Sincerely,

Steve Baer
272 Franklin Street
Belchertown, MA 01007

baerwolf@hotmail.com

508-615-8286 cell & text

sbaer
baerwolf@hotmail.com
508-615-8286 Cell

How deep into space must humans go
before they look back and realize
all the animal and human neighbors
they have killed.

Elizabeth Doiron

From: Chicago Alliance For Animals <chicagoallianceforanimals@gmail.com>
Sent: Wednesday, July 24, 2024 4:26 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Please say NO to DEADLY horse racing in Gardner, MA

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 Gardner Mayor and City Council:

On behalf of the Partnership to Ban Horse Carriages Worldwide, I'm urging you to say no to any form of horse racing.

Please watch the videos below. Any one of those should be enough for you to not want to bring such intense confinement, suffering, and death to your community.

<https://youtube.com/@horseracingwrongs?si=NMufnAQnJDV5YDWp>

<https://youtu.be/2s-zQ8XuYTM?si=aZm7sMqOIFxL0Yqr>

<https://youtu.be/IDKk1aJAoS8?si=V1Y-VWm7L98ibN13>

Thank you for your time, consideration, and compassion, and please pass this email on to the Mayor and all City Council Members.

Best,

Jodie Wiederkehr, Founder & Executive Director
Partnership to Ban Horse Carriages Worldwide
773-726-0589

Elizabeth Doiron

From: Jana Morgan Mabee <jmorganmabee@gmail.com>
Sent: Wednesday, July 24, 2024 4:27 PM
To: Elizabeth Doiron
Cc: frank mabee
Subject: [EXTERNAL] Green St Residents Opposed to Horse Racing

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 City Council:

My husband, Frank Mabee, and I are homeowners who live at 191 Green St in Gardner. We are adamantly opposed to Bay State Racing bringing a gambling facility and the cruel sport of horseracing to our doorstep.

Our main reasons for opposing this plan are:

- Increased traffic, congestion, and noise on Green St
- Deadly accidents on RT-140/ Green St
- Contamination of our city's water supply
- Mistrust of Bay State Racing's future intentions, namely:
 - Potential for further encroachment onto our Article 97 protected wetlands
 - Conflicting number of race days presented to city (2-3 weekends/ 6-9 days) VS days the Gaming Commission requires (20 days) without a waiver

Traffic.

We live on Green St (near Heywood Hospital), only 1.7 miles from the site for the proposed facility. The traffic alone will be a nightmare for us and other neighbors (many of whom are young children) who live on this two-lane road already overburdened with excessive traffic, reckless speeding, and noise.

Our portion of Green St is the most direct and only convenient route connecting the proposed site to the rest of Gardner, which means we and our neighbors will bear the burden of the congestion, noise pollution, and safety risks associated with increased traffic.

Accidents.

The stretch of RT-140 near the intersection of Green St is extremely dangerous and regularly has tragic vehicle accidents with serious injury and death. Our concern is this danger will be compounded further with horse trailers and other vehicles entering and exiting the proposed facility and Green St.

Water.

The proposed site is within our Overlay Protection District. From the map, the property appears to be ~50% wetlands. The surrounding areas are lands protected by Article 97 (as we learned from the city solicitor last year when Bay State Racing tried to move into this same area). The property is upstream from Perley Brook Reservoir and Crystal Lake, which is our city's water supply.

Bay State.

As Councilor Mack asked in last night's public hearing, why does Bay State keep pushing for this property? My follow up question would be, is it because the site holds some future potential for them that they aren't disclosing?

In answering the councilor's question, Mr. Stefanini said that Bay State Racing didn't want to spend time going through the legal process regarding the Article 97 designation to determine "whether or whether or not it was true." This suggests that once Bay State has a foothold with this smaller proposed site that they will then take that as an opportunity to spend the time to challenge the Article 97 designation. The Article 97 designation should be a given.

Mr. Stefanini was also unclear about the actual number of race days. One the one hand, he said Bay State Racing was promising the city of Gardener no more than 2-3 race weekends, which would amount to 6-9 race days. However, he also said the Gaming Commission requires 20 race days without a waiver. How do we trust Bay State Racing to abide by their promises to Gardner when the Gaming Commission likely has jurisdiction over the number of days?

To summarize, the increased traffic will increase the risk of deadly accidents and worsen the congestion and noise pollution. The proposed plan will risk contaminating our city's water supply. Bay State Racing is an untrustworthy organization who should not be given a foothold to subject Gardner to the cruel sport of horseracing and bring gambling to this community.

We oppose this proposal in the strongest possible terms.

Sincerely,
Jana (and Frank) Mabee

Jana Morgan Mabee, MFA, MSLIS
janamorganmabee.com

Elizabeth Doiron

From: J D <jedemeo1@gmail.com>
Sent: Tuesday, July 23, 2024 11:12 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Fwd: Bay State Racing Proposal
Attachments: EPSON054.JPG

RECEIVED
2024 JUL 23 PM 12:41
CITY CLERK'S OFFICE
GARDNER, MA

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. Please include this communication in the public testimony for the City Council public hearing to be held this evening, 7/23/2024.

Thank you.

Jean DeMeo

----- Forwarded message -----

From: J D <jedemeo1@gmail.com>
Date: Fri, Jul 19, 2024, 8:18 PM
Subject: Bay State Racing Proposal
To: <dthibault-munoz@gardner-ma.gov>, <bheglin@gardner-ma.gov>, <jmack@gardner-ma.gov>, <dheath@gardner-ma.gov>, George Tyros <gtyros@gardner-ma.gov>, <ekazinkas@gardner-ma.gov>, <ptassone@gardner-ma.gov>, <ccormier@gardner-ma.gov>, <cbrooks@gardner-ma.gov>, <kharden@gardner-ma.gov>, <ADernalowicz@gardner-ma.gov>

Dear Councilors:

The proposed Bay State Racing development lies entirely within our city's Aquifer Protection Area and, for that reason alone, it is not an appropriate location for a horse racing venue. The attached document identifies this protected area within the purple boundary line.

The site at 827 Green has never been used as a horse racing facility. The construction of a new track and supporting facilities, along with the filth of horse manure, would expose our precious natural resource of clean water to contamination.

The potential to contaminate and permanently harm this environment demands that citizens are meaningfully involved in the decision-making process. We have the right to attend a public meeting in a room that can accommodate everyone. If it can't, the entire meeting must move to an appropriate location. Dividing attendees and scuttling some off to another location is almost unbelievable.

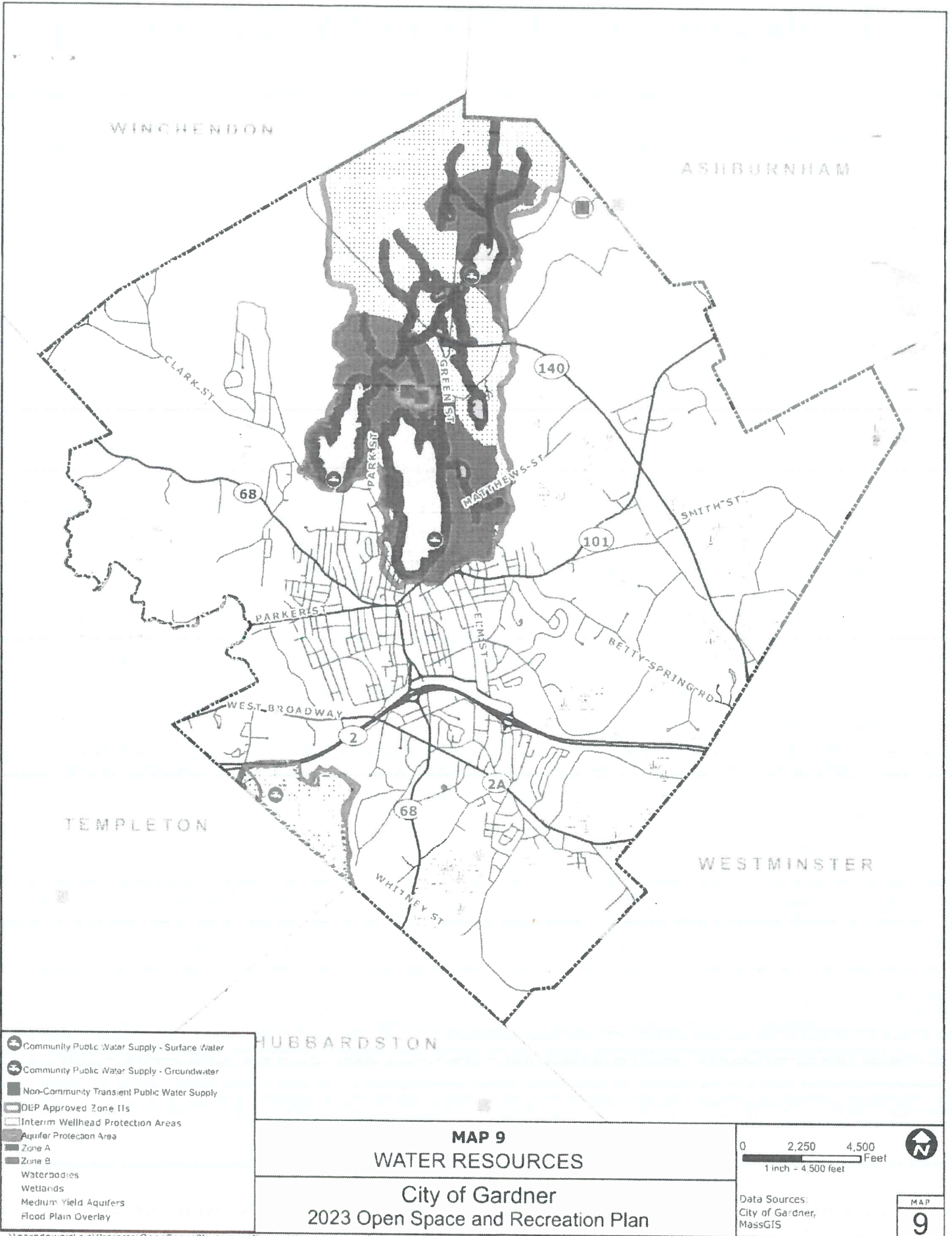
I urge you **not** to authorize the mayor to go forward with the signing of a Host Community Agreement. Bring this decision to the people for a vote.

The clearly apparent pressure by the mayor to rush the proposal to an HCA signing speaks volumes. The business objective of Bay State Racing is not to 'revitalize Gardner'. It is quite simply to revitalize horse

acing in the Commonwealth and to fill the pockets of the owners and their investors. At what cost to the host community? They don't care. But you must.

Respectfully,

Jean DeMeo, 9 Willis Rd., Gardner



- Community Public Water Supply - Surface Water
- Community Public Water Supply - Groundwater
- Non-Community Transient Public Water Supply
- DEP Approved Zone IIs
- Interim Wellhead Protection Areas
- Aquifer Protection Area
- Zone A
- Zone B
- Waterbodies
- Wetlands
- Medium Yield Aquifers
- Flood Plain Overlay

MAP 9
WATER RESOURCES

City of Gardner
2023 Open Space and Recreation Plan

0 2,250 4,500
 Feet

1 inch = 4,500 feet

Data Sources:
 City of Gardner,
 MassGIS

MAP
 9

\\gardpwgis\gis\Projects\OpenSpacePlan\maps\Figures\WaterResource2022.mxd

Elizabeth Doiron

From: J D <jedemeo1@gmail.com>
Sent: Wednesday, July 24, 2024 5:35 PM
To: David Thibault-Muñoz; Brad E. Heglin; Judy Mack; Dana Heath; George Tyros; Elizabeth Kazinskas; Paul Tassone; Craig Cormier; Calvin Brooks; Karen G. Hardern; Alek Dernalowicz
Cc: Elizabeth Doiron; J D
Subject: [EXTERNAL] Straw Vote/Bay State Racing Proposal

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 Councilors:

I couldn't help but wonder why a straw vote was called for by President Kazinskas last evening (7/24). Straw votes are of no consequence. The only vote that counts is the one scheduled to take place on August 5, 2024.

While it could have been an honest attempt to see what side the council is leaning to on the issue, my gut says it was most likely orchestrated by some councilors as a feint strategy. Lead the opposition to assume victory and let its guard down in joyful retreat.

Then the August 5th's vote is taken and suddenly there is a majority vote to give the proposal the "thumbs up" determination.

That's also known as being 'snookered'. Lead with the right, uppercut punch from the left.

I also couldn't help but wonder why Paul DeMeo's testimony went off live feed until his testimony ended. Viewers at home and in Perry auditorium could not see or hear him. Yet the televised tape released today includes his entire testimony. Coincidence, or tampering?? (TBD)

As Bay State Racing and Mayor Nicholson champ at the bit until the gate is lifted, justice will step in and stop it.

Bay State Racing will rush to find a new host community, preferably poor with no requirement for a vote by the citizens for approval. Time is running out.

Citizens of Gardner can't and won't allow you to grab the carrot (\$\$\$). Benefits have costs.

To those council members who voted a genuine "no" for the sake of the community's health and well-being, thank you. Please don't change your mind.

Sincerely,

Jean DeMeo
9 Willis Rd.

Elizabeth Doiron

From: Libby Lipin <libby.lipin@gmail.com>
Sent: Wednesday, July 24, 2024 3:06 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Public comment regarding 827 Green Street

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 City Council Members,

I was extremely gratified and relieved to hear each City Councillor present at last night's public hearing vote "No" in the non-binding straw poll regarding Bay State Racing's proposal to develop a horse racing facility in Gardner .

I wish to echo all the concerns stated last night by fellow Gardner residents at the public hearing regarding a potential horse racetrack being placed at 827 Green Street (or anywhere else in Gardner).

- Building at the proposed site will threaten our water; both wetlands and our drinking water reservoir alike, which is an unacceptable eventuality for all residents.
- The welfare and ethical treatment of racehorses cannot be guaranteed.
- The traffic on route 140 is already perilous, and developing this parcel into an event-holding space would very negatively effect the safety of motorists and, especially, cyclists who regularly use the bike path which crosses route 140 very near to the proposed building site.
- Gambling establishments are predatory; in fact, there is at least one [mass.gov](https://www.mass.gov) billboard about "problem gambling" on display within the city right now. In an economically depressed region, the harms done by adding another outlet for gambling into the area would be enormous.
- Suffolk Downs, an extremely well-known horse racetrack located between Boston and the North Shore, and which had its own, dedicated MBTA stop on the blue line went out of business entirely. There is absolutely no rational reason to think a horse racetrack would create the sort of draw out to Gardner that would be required to keep such an establishment profitable and operational, especially when one with a long history in a well-populated area could not achieve the same.
- This massive and massively unpopular undertaking is estimated to bring a pittance of permanent jobs to the city.

Beyond the above points, it should not be overlooked that this proposal remains extremely unpopular with the residents and voters of Gardner. Approximately one year ago, there had been an effort to build a gambling/racetrack establishment on conservation land in the city, which rightly, caused an uproar.

That effort was abandoned, to the relief of a large swathe of (or possibly the entirety of) the population of the city.

I, personally, felt more than a little blindsided by this latest effort to bring horse racing - of all the unpopular things - coming up again so soon after public outcry against this very scheme at a slightly different location in the city.

I understand that the city is in need of revenue. This is not the way to achieve that, especially if the longevity of the revenue streams is of concern.

I would also like to offer the following articles for consideration:

Horse Racing Fading in Revenue, Popularity <https://www.newsweek.com/horse-racing-fading-revenue-popularity-457123>

Is horse racing in America on its last legs? The sport's odds are not good <https://www.economist.com/culture/2023/05/05/is-horse-racing-in-america-on-its-last-legs>

The impact of casino proximity on northeast urban communities: a literature review <https://www.nature.com/articles/s41599-022-01055-1>

I ask the City Councillors to please continue to stand firm in their opposition to Bay State Racing LLC - or any other group - placing a horse racing or other gambling center in Gardner.

Sincerely,

Libby Lipin, resident of 18 Highland Street since 2010

Elizabeth Doiron

From: Carla Wojtukiewicz <carwoj@verizon.net>
Sent: Wednesday, July 24, 2024 3:11 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Public Hearing Testimony
Attachments: Public Hearing (revised).dotx

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.

Elizabeth,

I am submitting my testimony from the public hearing last night to go on record. Thank you.

Good Evening Councilors,

My name is Carla Wojtukiewicz, and my husband Bob and I live at 280 Stone St. We have lived at this location for 44 years, and our property directly abutts the property at 827 Green St. We were both born and brought up in this city, and had our careers as teachers in the Gardner Public Schools. So we care deeply about the future of Gardner.

There are so many issues about this proposal that concern us, especially whether our well water, and ultimately, the city's drinking water will be tainted. Then there is the impact that the added traffic will have on Rt. 140, an already dangerous roadway, and additionally many more concerns. But I would like to talk about the wagering that was mentioned in the brochure sent out this past week by Baystate Racing LLC, formerly known as Commonwealth Racing. Again there so many unanswered questions regarding the sports betting licenses. Race tracks and sports betting licenses are tied together in Massachusetts Gaming Law 128. Baystate would automatically be eligible to apply for a sports wagering license which is the underlying reason why they are trying to sell the city on this proposal. Why else would Baystate pay out so much to build this track if it's only going to be used several days a year? Mr. Stefanini told us that they will lose money on horse racing when he presented to residents at William's Restaurant on June 26th. Baystate wants two sports betting licenses so they can make millions of dollars all while destroying our watershed land, our forests and wildlife, and threatening my sense of security.

Councilors, please ask yourselves before voting – is this proposal going to help our city or leave us with more problems?

Thank You

Elizabeth Doiron

From: Jason Brown <brownjaster@gmail.com>
Sent: Wednesday, July 24, 2024 3:14 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Testimony for 7/23/24 Public Hearing Re: 827 Green Street
Attachments: Testimony Opposing Proposal from Baystate Racing LLC.pdf

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.

Good Afternoon Assistant City Clerk,

Attached please find a PDF with my written testimony regarding the 7/23/2024 public hearing in the matter of Baystate Racing LLC's proposal for 827 Green Street. **I respectfully urge the City Council to uphold Gardners existing zoning regulations and reject this proposal.** Please don't hesitate to be in touch with any questions.

Thank you,

Jason Brown

--

"Speed is irrelevant if you are going in the wrong direction." - M. Gandhi

Submitted via Electronic Delivery:

edoiron@gardner-ma.gov

24 July 2024

Elizabeth J. Kazinskas
City Council President & Councilor-at-Large
And the Gardner City Council
95 Pleasant Street
Gardner, MA 01440

Re: Written Testimony for the 7/23/24 Public Hearing – Baystate Racing LLC

Dear Council President Kazinskas and Members of the Gardner City Council,

I wish to submit the following written testimony in regards to the public hearing on July 23, 2024 at 7:30 pm at Gardner City Hall. The hearing is regarding Baystate Racing LLC's application for a horse racing operation at 827 Green Street. **I respectfully urge the City Council reject this proposal.** The question currently before the Council is whether or not this tract of land is suitable for a horse racing facility. Given the sites current zoning as well as the locations topography and wetlands, I do not believe this to be a suitable location for the proposed activities. **Please vote against this site and do not approve a host agreement with Baystate Racing LLC.**

Additionally, according to the zoning map published on the City of Gardner website, 827 Green Street is currently zoned for "R2 rural/residential" use. The property is not zoned for commercial use. This zoning was thoughtfully considered and approved by the City. A similar proposal for horse racing was referred to the Gardner Planning Board in 2023. At the April 11, 2023 Planning Board meeting, the Planning Board voted to recommend NOT approve zoning amendments to change certain parcels of land on Route 140 from Rural Residential 2 to Commercial 2. This vote essentially recommended against any zoning changes to the current approved uses in the area along route 140. 827 Green Street is in the same general vicinity, and changes to the approved zoning uses should not be granted.

As stated before, the question currently before the City Council is whether or not 827 Green Street is suitable for a horse racing facility. The Council is not considering the other potential uses Baystate Racing has identified may take place on the site, such as raising or training horse or keep horses in retirement. The Assistant City Solicitor claimed on page 106 of the packet of information provided that he and the Building Inspector determined racing and wagering on the site would be considered an "Exempt Agricultural Use" or a use "incidental to an Exempt Agricultural Use." They did not provide any details on how they made that determination. It is essential that they or the Planning Board provide a further explanation of why it would not be a Commercial Recreation, Outdoor use. **It is important to note that "horseback riding stables" are listed in the Gardner Zoning Bylaws under Commercial Recreation, Outdoor use.** This makes me wonder why horse racing be any different than public horseback riding?

Submitted via Electronic Delivery:

edoiron@gardner-ma.gov

Gardner's Zoning bylaws define "COMMERCIAL RECREATION, OUTDOORⁱ" as, "A drive-in theater, driving range, bathing beach, sports club, horseback riding stable, boathouse, game preserve, marina or other commercial recreation carried on in whole or in part outdoors, except those activities more specifically designated in this chapter." In addition, Gardner's Zoning Bylaws define Agricultural Use Exempt as: "Agricultural use of property which is on a parcel of over five acres and which is exempted by MGL c. 40A, § 3." To the best of my knowledge, 827 Green Street does not currently have any exemptions under this law.

As such, I respectfully urge the City Council to uphold Gardner's existing zoning regulations and reject this proposal. Please vote against this site and entering into a host agreement with Baystate Racing LLC.

I thank you for your consideration and welcome any questions.

Most sincerely,

Jason Brown

116 Main St.

Otter River, MA 01436

ⁱ <https://ecode360.com/34392351#34392327>

Elizabeth Doiron

From: Brenda Dill <brendadill15@gmail.com>
Sent: Wednesday, July 24, 2024 3:47 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Bay State Racing LLC's application for horse racing at 827 Green Street

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Brenda Dill
32 Pelley Street
Gardner, MA 01440

July 24, 2024

Gardner City Council
Gardner City Hall, Rm. 219
Gardner, MA 01440

Dear City Councillors,

My name is Brenda Dill. I live at 32 Pelley Street in Gardner. I testified at the public hearing at City Hall last night that I and my entire family oppose the petition for horse racing on Green Street in Gardner. Not only does this jeopardize the clean water for our citizens, it goes against our core family value to teach our children what our forefathers taught us; that is, to earn a living doing work that does not harm other people, animals, or our environment. Gambling on horse races goes against that core value. We believe it is an unethical way to make money. I urge the Gardner City Council to vote no on this petition.

Cordially,

Brenda Dill

Elizabeth Doiron

From: Pam Youngquist <kali1111@bellsouth.net>
Sent: Wednesday, July 24, 2024 2:52 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Public Hearing Written Testimony 7/24/24 3:00pm Submission

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 Elizabeth Doiron,

I am submitting this written public hearing testimony in lieu of oral testimony last night to bring to the attention of all the council members and mayor a vitally important current issue what was not addressed during the informal or public meeting.

Baystate Racing LLC has stated continuously that the safety and well-being of the race horses in this project would be protected by two entities, HISA (Horse Racing Integrity and Safety Act June 2022 implementation) and NEHBA (New England Horsemen's Benevolent Association).

However Baystate Racing LLC presenters have failed to mention the fact that HISA, since it's enactment in 2020, has been nationally embroiled in court cases questioning it's constitutionality with regards to the trade commission. Hence its enforcement on the ground, in both general horse safety as well as anti-doping of race horses, has been impaired to a great degree since its application began in July 2022. From all national analyses of the horse racing industry it appears HISA will continue to be impaired for years to come as the Supreme and lower courts attempt to resolve the many issues regarding its inception and application on all commercial race tracks in the US.

Beyond that ongoing issue of HISA is the case last week in the 5th circuit court that was won by the National Horsemen's Benevolent Association who brought suit against HISA and the acts validity in controlling what happens on American race tracks. Please see references to issue and case below.

The New England Horsemen's Benevolent Association is under the national associations direction in all its actions. Thus we can see here there is a direct conflict between a federal horse protection act, HISA, and a powerful horsemen's association in which Baystate is guaranteeing will afford race horse protection. Instead the protection and safety of race horses may well not be attended to in the fashion in which Baystate Racing LLC is making emphatic statements that they will.

This is an important additional piece to all the many issues that were highlighted by council members and Gardner residents last night and which will continuously arise in the days to come until this ill conceived proposal is put to rest by a council majority **no vote** on approving the location for a horse racing track.

HISA in battle for control over future of horse racing

<https://www.courier-journal.com/story/sports/columnists/c-l-brown/2024/04/18/kentucky-derby-horse-racing-hisa-hpba-circuit-court-supreme-court/73104987007/>

Keeping Pace: Anti-HISA Forces Win, Racehorses And Honest Trainers And Owners Lose, At Fifth Circuit - Paulick Report | Shining Light on the Horse Industry

<https://paulickreport.com/features/keeping-pace/keeping-pace-anti-hisa-forces-win-racehorses-and-honest-trainers-and-owners-lose-at-fifth-circuit>

Thank You,

Pam Youngquist

222 Main St #956, Great Barrington, MA 01230

Elizabeth Doiron

From: Elizabeth Kazinskas
Sent: Wednesday, July 24, 2024 2:08 PM
To: Elizabeth Doiron
Subject: Fw: [EXTERNAL] Fwd: Comments on Proposed Horse Track for 827 Green Street
Attachments: Sellars 23July24 comments on proposed horse racing at 827 Green St.pdf

Written testimony to be included in the public hearing record.

From: Carolyn Sellars <herenowkind@gmail.com>
Sent: Wednesday, July 24, 2024 12:52 PM
To: Elizabeth Kazinskas <ekazinskas@gardner-ma.gov>
Cc: Calvin Brooks <cbrooks@gardner-ma.gov>; Craig Cormier <ccormier@gardner-ma.gov>; Brad E. Heglin <bheglin@gardner-ma.gov>; Judy Mack <jmack@gardner-ma.gov>; George Tyros <gtyros@gardner-ma.gov>; David Thibault-Muñoz <dthibault-munoz@gardner-ma.gov>; Dana Heath <dheath@gardner-ma.gov>; Paul Tassone <ptassone@gardner-ma.gov>; Karen G. Hardern <khardern@gardner-ma.gov>; Alek Dernalowicz <adernalowicz@gardner-ma.gov>
Subject: [EXTERNAL] Fwd: Comments on Proposed Horse Track for 827 Green Street

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.

Good afternoon,

Attached please find the comments I had intended to submit last night. I had to leave the meeting before it was my time to speak.

While I now live in Ashburnham, I have long family ties to Gardner, dating back to the mid-1800's when my Quebecois ancestors migrated here to work in the mills. I know the proposed site well.

Based on your straw poll results, I'm guessing you also found many problems with the site in your research. I kept my comments to the site question since that's what was on your agenda last night. I'd be happy to answer any questions about the comments I submitted. I'd also be happy to share other concerns that aren't site related. My contact info is at the bottom of my comment letter.

Thank you for the opportunity to comment and thank you for your careful consideration of this issue.

Kind regards,
Carolyn Sellar

----- Forwarded message -----

From: Carolyn Sellars <herenowkind@gmail.com>
Date: Wed, Jul 24, 2024 at 12:26 PM
Subject: Comments on Proposed Horse Track for 827 Green Street
To: <edoiron@gardner-ma.gov>

Good afternoon,

Attached please find my comments on the proposal.
Thank you very much for the opportunity to comment.

Kind regards,
Carolyn Sellars

Elizabeth J. Kazinskas
Gardner City Council President
95 Pleasant Street
Room 121
Gardner, MA 01440

Dear Council President Kazinskas and other City Council Members,

Thank you for the opportunity to provide comments on the question of whether or not a “track(sic) of land located at 827 Green Street be approved as the location of a running horse racing track where race meetings laid out and conducted by licensees under M.G.L c. 128A will be held or conducted.”

Using just the very minimal information already provided by Baystate Racing, the project proponent, the answer needs to be “no.” This land is not suitable for a race track.

BayState’s arguments in favor of the track rely heavily on data in Exhibit 1(e): **Towards the Creation of a Horse Park in the Commonwealth of Massachusetts: A Feasibility Study** (published by UMass in 2016) even though the proposed site fails to meet the criteria specified in the study’s executive summary. The six criteria for their proposed “Massachusetts Model” horse park are::

- *At least 300 to 600 acres of preferably contiguous land, to meet all spatial, social, and logistical needs.*
- *Slopes of 3 to 8 percent, free from wetlands, streams, and poorly-drained soils. This will provide ease of circulation, ensure appropriate drainage, and prevent erosion.*
- *Access to an interstate or state route with a high level of service within five miles, to minimize traffic impacts and time lost in transit on event days.*
- *Open views to appealing landscapes that connect the facility visually, emotionally, and physically to its agricultural milieu.*
- *One hour’s travel time to at least two of New England’s largest cities, so that a trip to the facility is not especially burdensome for event participants, spectators, and guests.*
- *Land use compatibility to underscore the natural partnership between the facility’s activities and the character and culture of a potential site’s host community.*

Source: Page 3 of the UMass report (p. 39 of the City Council Meeting Package)

The 827 Green Street location does NOT meet the first two main criteria:

- 114 acres is far below the 300-600 acre criteria. It is even much below the **150 acre minimum criteria** for just the thoroughbred racing piece of the “Massachusetts Model.”
“At a minimum, a Thoroughbred racing park will need approximately 150 acres to meet its facility requirements, and a number of tracks have upwards of 300 acres at their disposal.”

Source: Page 13 of the UMass Report (p. 49 of the City Council Meeting Package)

- There are numerous wetlands on site including streams, tributaries of Perley Brook so Class A waters. (<https://maps.massgis.digital.mass.gov/MassMapper/MassMapper.html>) Please note that Class A Outstanding Resource Waters are defined as “ waters designated as a source of public water supply and their tributaries. They are designated as excellent habitat for fish, other aquatic life, and wildlife, including for their reproduction, migration, growth, and other critical functions, and for primary and secondary contact recreation, even if not allowed. These waters shall have excellent aesthetic value. These waters are protected as Outstanding Resource Waters.” Source: <https://www.mass.gov/info-details/massgis-data-surface-water-quality-standards-314-cmr-400-2013#overview->

Even the very rough and hard to read preliminary site plan provided in the packet shows wetlands will be impacted if a racetrack is sited on this property. Additionally, a review of the parcel on Mass Mapper shows parts of the parcel have 8-14.9% slopes, which are above the 3-8% slope criteria in the UMass Report.

“ the ideal site will be free from wetlands, streams, and poorly-drained soils. Slopes of 3 to 8 percent allow for adequate site drainage, and low-impact site engineering.”

Source: Page 13 of the UMass Report (p. 49 of the City Council Meeting Package)

The failure to meet these two main criteria should be enough to answer, “no” to this question. The site is marginal at best on the remaining criteria.

- The site is many miles from any interstate and even 5 miles from just Route 2.
“Thoroughbred race tracks are rarely more than three miles from an interstate exit, and show a significantly higher tolerance for urbanized contexts than equestrian centers do.”
Source: Page 14 of the UMass Report (p. 50 of the City Council Meeting Package)
- The proposed site is about a 50 minutes drive to Worcester and then well over an hour and more to the other nearest major New England cities (Boston, Springfield, Providence, Manchester and Portsmouth) so it does not meet the criteria of within one hour’s travel time to at least two of New England’s biggest cities.
“An exceptionally remote location reduces the potential audience for this message, and increases the transportation costs of the in-state suppliers and vendors that would do business at the facility. Therefore, sites within an hour’s drive of New England’s largest cities - Boston, Worcester, Providence, and Springfield - provide riders, spectators, and vendors with increased availability and exposure.”
Source: Page 15 of the UMass Report (p. 51 of the City Council Meeting Package).
- Land use compatibility is a huge issue for this site. The claim that this property has a long history of racing is just wrong. There may have been racing on the site in the 1870’s but there has not been a continuous history of racing.

I know this property well having traveled by it for close to seven decades. While I often enjoyed seeing the horses training on the property, I have never seen a race held there. Perhaps that’s because I was born the year after Gardner voted overwhelmingly against allowing a horse racing track on this very site. According to the information on page 102 of the City Council Meeting Package, in 1955, more than 80% of registered voters participated in an election which soundly defeated the racetrack. Only 26% of the voters were in favor.

The raising and training of horses may be considered an agricultural use and so suitable for this Rural Residential neighborhood. However, this vote is not about approving a horse farm or training facility. The question before the City Council tonight is only whether or not this site is suitable for racing. A racing facility itself is a commercial business. The increased crowds, noise and traffic a race facility brings is NOT compatible with its Rural Residential neighborhood or the protection of the Outstanding Resource Waters referred to above.

- The final criteria relates to *“appealing landscapes that connect the facility visually, emotionally, and physically to its agricultural milieu.”* The current site does have a farm and small track facility which could provide some “agricultural milieu” yet the proposed track appears to be sited in an existing forested area. The grandstand seating appears to overlook a cell tower.

The failure to meet the above criteria make the 827 Green Street land unsuitable. That should be enough for the City Council to answer “no.” I do have a few suggestions and questions for the Council in case they are wavering and want to better understand the site. These are issues that need to be considered carefully and more information needs to be provided to the Council and the public before any approval of the site for a race track can occur.

- The fact that there is not sufficient parking on-site for racing is another reason the City Council needs to vote, “No.” I do not see anywhere in the packet where the proponent identified the location of the off site parking. Shouldn’t it have been identified so that the people most affected could weigh in on this before the site is approved for racing?
- With so many concerns about wetlands and brook crossings, the Council needs to know exactly what wetland resource areas may be impacted. The crude site map provided in the packet appears to show that the track itself will cross wetland resource areas. Project proponents often file a Determination of Applicability with the Conservation Commission to formally identify the wetland resource areas early in any approval process. Baystate needs to do that. The Council and the public need to know exactly what wetlands could be impacted prior to any possible consideration of approval.
- The question currently before the Council is whether or not this tract of land is suitable for a horse racing facility. It is not considering the other potential uses the proponent has identified such as a place to raise or train horses or to keep them in retirement. The Assistant City Solicitor claimed on page 106 of the packet that he and the Building Inspector determined racing and wagering on the site would be considered an “Exempt Agricultural Use” or a use “incidental to an Exempt Agricultural Use.” They did not provide any details on how they made that determination. They or the Planning Board must provide a further explanation of why it would not be a Commercial Recreation, Outdoor use. Please note that “horseback riding stables” are listed in the Gardner Zoning Bylaws under Commercial Recreation, Outdoor. Why would professional horse racing be any different than public horseback riding?

COMMERCIAL RECREATION, OUTDOOR

A drive-in theater, driving range, bathing beach, sports club, horseback riding stable, boathouse, game preserve, marina or other commercial recreation carried on in whole or in part outdoors, except those activities more specifically designated in this chapter.

Also, Gardner's Zoning Bylaws define Agricultural Use Exempt as:

Agricultural use of property which is on a parcel of over five acres and which is exempted by MGL c. 40A, § 3.

There is no mention at all of horse racing in *MGL c. 40A, § 3*. Has there been case law on this? Please ask the City Solicitor to weigh in with more information. It's in the city's best interest to understand the legal implications of this land use determination.

The question of whether or not this particular tract of land is suitable for a horse racing facility is an important decision. Based on the UMass analysis the answer should be, 'no.' I do understand that some people may think otherwise and for those considering a "yes" vote, please take the time to get all the data you need.

There is no rush for a decision for Gardner. The proponent appears to be trying to cram this in before the October 1st deadline to apply to the MA Gaming Commission for racing dates in 2025. There is no way this could go through all the local and state approval processes and be built in time for a 2025 racing season. So there's plenty of time for Gardner to consider this carefully. If it's really a good deal for Gardner now, it will be next year too. Let's take the time to be sure.

Thank you again for the opportunity to comment. I'd be happy to answer any questions about my testimony.

Kind regards,
Carolyn Sellars
Ashburnham, MA

herenowkind@gmail.com
978-660-7634

Elizabeth Doiron

From: sthilaire@aol.com
Sent: Wednesday, July 24, 2024 2:19 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Written Testimony in re Public Hearing
Attachments: Public Hearing Testimony - 7-24-2024.pdf

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 Ms. Doiron -

In my PDF submission earlier today there was a typo in my reference to the date of the Public Hearing. I am therefore resubmitting my testimony in the attached PDF file entitled "Public Hearing Testimony 7-24 2024. Please discard the previous PDF submission entitled "Proposal Testimony."

I apologize for the confusion.

Sincerely,

Sheila St. Hilaire
39 High Street
Gardner, MA 01440

Gardner City Council
City Hall
Gardner, MA 01440

July 24, 2024

Attention: Elizabeth Doiron, Assistant City Clerk
RE: Proposed Location of a Racetrack at 827 Green Street
Written Comments with respect to Public Hearing on July 23, 2024

Dear City Councilors:

I am providing testimony in OPPOSITION to the proposal (“Proposal”) by Baystate Racing LLC (“Baystate”) to approve 827 Green Street (the “Property”) as a location for a racetrack. I request that the City Council vote NO on the Proposal.

Baystate has provided a plethora of documents intended to support its Proposal, but nowhere does it address the fact that the location of the Proposal is in the center of the source of Gardner’s city water supply. The area has been designated as “Wetlands,” “Watershed” and an Aquifer by local, state, and federal regulators (See Note 1), as demonstrated by the environmental interactive maps provided by the Mass DEP and the EPA (see Note 2). Baystate has previously attempted to site its racetrack in four Massachusetts communities, none of which involved siting the racetrack on watershed land that is a key part of a municipality’s primary water supply. Baystate’s glossy brochures and FAQ sheets don’t address or even mention watershed or wetland issues. Although Baystate has met with representatives of the Massachusetts DEP, Baystate appears to be largely unaware or uncaring of the myriad of serious questions and concerns inherent in proposing the situs of a racetrack on a sensitive biological ecosystem.

As noted in his letter of June 27, 2024, then Conservation Agent Douglas E. Dillon, Jr. states that “without having any formal plans for the project, I can only use the information that is available and released to the public.” Baystate has provided lovely artistic renditions of what they hope their operation might look like, but has provided no concrete plans with respect to actual placement of the racetrack, buildings or facilities, no information with respect to how much soil/gravel will be removed, displaced, filled or dredged, no plans showing specific alterations of the land, no information with respect to hydrological impacts not only on surface waters and wetlands, but also on the aquifer that supplies both nearby properties and the city’s water supply as a whole. All of this missing information is essential for an informed decision, and certainly before a “Yes” vote on the Proposal. (See Note 3)

A Yes vote may not be rescinded or modified. It is crucial that the City Council understand the full implications of all aspects of the Proposal **BEFORE** any vote to approve it.

In his legal memorandum dated June 13, 2024, Attorney Pusateri cites *North Shore Corp v. Selectmen of Topsfield* 322 Mass.413, 77N.E 2d 774 (1948) as holding that M.G.L. chapter 128 Section 13A “must be construed to mean that when the location of a racetrack has been “once approved” by the local authorities their jurisdiction is exhausted.” Further, the Court held that it “is not reasonable to suppose that the Legislature intended that, once there been an approval by the local authorities, they were to have the power to revoke their approval...”. In other words,

[1]

once the City Council votes Yes to the Property's use as a racetrack, it will have no further ability to take action with respect to the Property. Any input to the Gaming Commission, in an annual review or otherwise, will be advisory only.

Impediments – Known and Unknown. Baystate has retained Goddard Consulting LLC as a consultant on the Proposal. In its informational narrative dated June 24, 2024 Goddard states (emphasis added):

“**AFTER** the proposed project at 827 Green Street in Gardner, MA receives an authorization to proceed from city council, the wetland delineation and site survey will be utilized to lay out a final proposed design...” and goes on to the review and design process that will take place **AFTER** the City Council votes to approve the location of the racetrack on the property.

But then it will be too late. The Property will forevermore be an approved location for a racetrack. At any time the Property could be sold to any third party for use as a racetrack or any other use, without any further consideration by city officials.

In his opinion letter dated June 13, 2024. Attorney Pusateri states: “The Building Commissioner, the Conservation Agent, and the Commissioner of Public Works have reviewed this proposal. There are no known impediments to the proposed use that cannot be addressed by the applicant.” The opinion does not identify the “known impediments,” or how Baystate intends to address them. Yet the City Council is expected to accept, as a matter of faith, that Baystate will have the resources to address such impediments.

But that is not the critical issue facing Gardner. The critical issue is the plethora of possible “unknown impediments”: damage to wetlands, damage to the watershed and aquifer that is Gardner's water supply, the possibility of irreversible contamination of the sole source of our drinking water, among others. Is the City Council willing to accept, as a matter of faith, that Baystate will have the resources and the ability to address all the yet-unknown impediments?

In his letter dated June 27, 2024 concerning the Proposal, then-Conservation Agent Douglas E. Dillon Jr. writes;

First, and most importantly, I would encourage that the review of any such facility be conducted with the highest regards towards the water resources present on and surrounding the parcels in question. **Without having any formal submitted plans for the project** (emphasis added), I can only use the information that is available and released to the public, as of today's date... “.

Mr. Dillon goes on to recommend that the Gardner Conservation Commission retain a third-party consultant to perform a review of any submitted Notice of Intent for the project. Such a review is critical, but it is also critical that the City Council retain appropriate independent consultants to provide input **BEFORE** any vote to approve the Proposal.

Alleged Exemption as an Agriculture Use . The Proposal is not an “Agricultural Use” or “Incidental to an Agricultural Use.’

Mr. Dillon goes on to state in his letter (emphasis added):

... It is my evaluation **that any claims made regarding agricultural exemptions for any such project require further clarification and justification.** Under the Wetlands Protection Act, there are certain exemptions provided to agriculture, with the aim being to preserve the production agricultural usage on certain parcels of land. As per 310 CMR 10.00 the Wetland Protection Act regulations "...land in agricultural use means land within areas or the Buffer Zone **presently and primarily** used in a manner related to, and **customarily and necessarily used in, producing or raising such commodities,** including but not limited to: existing access roads and livestock crossings; windbreaks... water management projections such as reservoirs, farm posts, irrigation. The specification of "presently and primarily" is important to be mind of when evaluation any claim of agricultural exemption."

Nowhere is racing or a racetrack contemplated in the definitions of "agriculture use."

As noted by Attorney Pusateri, in 1955 the voters of Gardner considered a proposal for a pari-mutual betting for licensed horse racing. The proposal was overwhelmingly defeated. Since then, the Property has from time-to-time been used for raising, breeding, and training racing horses, which are in fact legitimate "agricultural uses". But as there has been no commercial racetrack and no racing on the Property for more than 70 years, the Property is clearly NOT "presently and primarily" used for racing or a racetrack, nor has it been at any time during the past seven decades.

Definitions of Agricultural Use. M.G.L. Chapter 61A Section 1 defines "Agricultural Use" (emphasis added): "Land shall be deemed to be in agricultural use when **primarily and directly used in raising animals** ...for the purpose of selling such animals or a product derived from such animals...or when **primarily and directly** used in a related manner which is incidental thereto *and* represents a **customary and necessary use in raising such animals and preparing them or the products derived therefrom for market.**" In pertinent part, the definition of "agriculture" under M.G.L. chapter 128A includes "the raising of livestock including horses, the keeping of horses as a commercial enterprise." **Animal keeping** under Zoning ordinances generally refers to the care and maintenance of animals on private property, including the keeping, feeding or raising of common farm animals. "Animal keeping for commercial use" is typically defined as the operation of a facility as a kennel, cattery, or horse stable.

Racetracks and racing operations are in no way related to "raising animals or preparing them for market." The "keeping" of horses as a commercial enterprise is not synonymous with the "racing of horses." Racing and racetracks are in no way synonymous with "Animal keeping for a commercial enterprise."

Nonetheless, proponents of the Proposal have presented the spurious argument that siting of a racetrack on the Property is an "agricultural use" or "incidental to an agricultural use" by incorrectly cobbling together the provisions of M.G.L. chapter 128 sections 1A and Section 2. Section 2 authorizes the Department of Agriculture to provide monetary incentives "to promote, develop, and encourage" thoroughbred **breeding**, which is clearly an agriculture use. Then, in

order to further encourage the **breeding** of high-quality animals, Section 2 authorizes the Department of Agriculture to funnel additional monetary incentives through the Massachusetts Thoroughbred **Breeders** Association, Inc. to Massachusetts breeders “to promote, develop, and encourage” the Massachusetts Thoroughbred **Breeding** Program by providing awards to **breeders** for their animals that race successfully. The further purpose of Section 2 is to provide strict controls over the payment of such awards.

Clearly, such awards will be provided to the breeders of successful racehorses. Clearing, wagering is inherent in horse racing. **But nothing in Section 2 states that the proceeds of wagering will be used to fund the Massachusetts Thoroughbred Breeding Program.** Nothing in Sections 1A or 2 suggests that a racetrack, horse racing, or wagering on horse racing is or is incidental to an “agricultural use.” Further, the fact that two disparate governmental agencies (i.e., Department of Agriculture and the Gaming Commission) have regulatory authority over different aspects of a situation does NOT impute the subject matter jurisdiction, responsibilities or authority of one to the other. It does not make them "partners." Suggesting that sections 1A and 2 somehow provide that racing/wagering is an Exempt Agricultural Use or incidental to an Exempt Agricultural Use, and thereby preempt municipal Zoning and Conservation regulation, is absurd.

Department of Labor – “Agricultural Employee”. It is notable that under CFR section 780.122, the definition of “agriculture employee” distinguishes between employees providing breeding, raising, and training of horses on a farm versus those providing very similar services on a racetrack. Employees who are Agricultural Employees for providing such services on a farm keep that status even though they temporarily bring a horse to a racetrack for commercial racing, as long as the horse is then returned to the breeding or training farm.

CFR § 780.122 Activities relating to race horses provides (emphasis added):

“Employees engaged in the **breeding, raising, and training** of horses on farms for racing purposes are considered agricultural employees. Included are such employees as grooms, attendants, exercise boys, and watchmen employed at the **breeding or training farm. On the other hand, employees engaged in the racing, training, and care of horses and other activities performed off the farm in connection with commercial racing are not employed in agriculture. For this purpose, a training track at a racetrack is not a farm.** Where a farmer is engaged in both the raising and commercial racing of race horses, the activities performed off the farm by his employees as an incident to racing, such as the training and care of the horses, are **not** practices performed by the farmer in his capacity as a farmer or breeder as an incident to his raising operations. Employees engaged in the feeding, care, and training of horses which have been used in commercial racing and returned to a breeding or training farm for such care pending entry in subsequent races are employed in agriculture.

Local, state and federal authorities clearly do not consider racetracks or racing as agricultural in nature.

Follow the money. Baystate has made continuous glowing promises about the monetary incentives they will provide and about how they will do and pay for “everything necessary” that may come up in the future. We have been told that all the details will be laid out in the Host

Agreement, a legally binding contract. But contracts are breached, companies go bankrupt, and investors withdraw their investments. A significant amount (i.e., millions) must be placed in escrow or in a trust fund to guarantee Baystate's performance, and otherwise to ensure that Gardner has a source of funds to ameliorate the still unknown risks and impediments.

At their presentation at William's Restaurant on June 26, 2024, Baystate indicated that they anticipated spending \$25 million or more to bring the Proposal to fruition. Has Baystate provided audited financial statements as to their current capitalization and other relevant information concerning the source of their seemingly endless flow of funds? Baystate has indicated that they have or will obtain "bank commitment letters" as a source of funding, but did not identify the financial institutions or disclose whether they or other investors are located in the United States or abroad.

In 2006, the Securities and Exchange Commission brought a civil enforcement action against certain defendants involved with a foreign company with executive offices in New York and whose stock was publicly traded in the United States. The SEC complaint described a series of fraudulent transactions that resulted in the publication of materially false and misleading financial statements. Without admitting or denying the SEC's allegations, the defendants consented to the entry of final judgements. One of the defendants, who at the time served as COO of the foreign company, is now a principal in Baystate's operation. He was permanently enjoined from future violations of the federal securities laws, fined \$75,000, and barred from serving as a director or officer of a public company for five years. See Note 4.

In 2021, the state of Nevada rescinded the business licenses of two entities, for which the same individual served as President, Treasurer, and Secretary, for failure to file required reports. When asked about the situation, the individual said that the companies were involved in investment transactions that "didn't work out" and the companies "were dormant." Will the racetrack Proposal represent the next investment that doesn't work out? What happens to 827 Green Street then?

To protect the citizens of Gardner, tangible financial guarantees must be put in place. Baystate must provide full transparency into its financial structure, business arrangements, and investors. Safeguards must be put in place to ensure the truth and accuracy of the information provided.

Conclusion: For all of the reasons delineated above, I am opposed to the Proposal. At the very least, prior to a Yes vote, all aspects of the Proposal need to be fully presented, reviewed and vetted through the committee process set forth in the last paragraph of Section 13 of the Gardner "Rules of the City Council."

Please vote NO. Do not gamble on our water!

**Sheila St. Hilaire
39 High Street
Gardner, Massachusetts**

Notes

Note 1. Regulators and organizations involved in the protection of watersheds and wetlands who have been notified of the Proposal, among others:

- Gardner Conservation Committee
- Massachusetts Department of Environmental Affairs (Boston and Worcester)
- Environmental Protection Agency (headquarters and Region 1)
- New England District of Army Corps of Engineers;
- National Association of Wetland Managers
- Association of Clean Water Managers

Note 2. Sources for determining the environmental status of the Property (e.g., wetlands, watershed, aquifer):

- See the interactive environmental maps and MassGIS data available on Mass Mapper, maintained by the MassDep. <https://www.mass.gov/info-details/massgis-data-massdep-wetlands-2005> (sample attached)
- Also See the interactive environmental maps available for Gardner on Environmental Protection Agency's interactive EnviroAtlas website at [https://www.epa.gov/enviroatlas/EnviroAtlas|US EPA](https://www.epa.gov/enviroatlas/EnviroAtlas|US%20EPA) (sample attached)
- See the City of Gardner's SWAP Report dated February 26, 2002, beginning on page 497 of the Mass DEP's "Source Water Assessment and Protection (SWAP) Report"
- See Ordinance 161 of the City of Gardner ordinances, entitled the Gardner Wetlands Protection Ordinance

Note 3 Other statutes concerning the protection of wetlands

- See M.G.L.Chapter 139 Section 40: Removal, fill, dredging or altering of land bordering waters
- See M.G.L.Chapter 131 Section 40A: Orders protecting inland wetlands

Note 4. See SEC enforcement action:

- SEC v. Lumenis Ltd, Sagi A Genger and Kevin Morano, US District Court for the Southern District of New York, Civil Action No.06-3225-LAK; SEC Litigation Release No. 10675 (April 27, 2006); SEC Accounting and Auditing Release No. 2423 (April 27, 2006)

Attachments

Elizabeth Doiron

From: 67leamy <67leamy@gmail.com>
Sent: Wednesday, July 24, 2024 2:03 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Proposed Horse racing venue Gardner MA

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. Please accept this email as formal notification opposing a horse racing establishment in Gardner, MA. Gardner will not benefit from this type of venue.

Best regards,

Debra Banks
67 Leamy St.
Gardner, MA

Elizabeth Doiron

From: Sinead Carter <sinmarie@live.com>
Sent: Wednesday, July 24, 2024 12:39 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Written Comment- Horse racing proposal
Attachments: Sinead M Carter Written Testimony Horsetrack Proposal.pdf

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.

Good afternoon,

Please find the attached written testimony.

Best,
Sinéad Carter

Sinead M Carter

18 Lennon Street
Gardner, MA 01440
(978) 302-6994
sinmarie@live.com

24th July 2024

Elizabeth Doiron

Assistant City Clerk
95 Pleasant Street
Gardner MA, 01440
edoiron@gardner-ma.gov

Madam Council President and Esteemed City Councilors,

My name is Sinead Carter. I own and reside at 18 Lennon Street. I have been a Gardner Resident for 30 years. Additionally, I have devoted nearly that same amount of time to the Agricultural field. I am a former barrel racer and my family owns 5 horses. I am writing to you today to voice my opposition to the proposal brought forth by Baystate Racing LLC, and any future proposals to horse racing tracks in our quiet city.

Firstly, I would like to address the environmental risks involved with this proposal. After extensive research into our city's zoning and bylaws the property situated at 827 Green St is within concern for flood plain, surface water protection overlay, and groundwater.

From an agricultural standpoint the risks of any livestock or large grazing animals within such a proximity increases the risks for fecal contamination of the abutting brooks, streams, ponds, vernal pools, and the ground aquifer that flow into our spring fed drinking water supply. As a former stable and farm manager of Wiin Haven Farm, Wildwood Farm, and Rosewood Farms in Westminster, and as someone that has vested many years independently rescuing Thoroughbreds from the now closed Suffolk Downs. The additional concerns for this type of venue include pharmaceuticals in the fecal matter and urine, as well as pesticides and herbicides. Our city's drinking water is already alarmingly concentrated with nitrates and phosphates, which will only increase. While this property has operated as a small equestrian facility for 150 years, that does not mean the past should be carried into the future. How can we consciously allow something to escalate when the awareness to do better is there?

About 10 years ago my former employer was fined by MDAR, DEP, MAEPA for using biowaste from Mass Naturals on our fields located in Ashburnham. It was proven to be contaminating the ground aquifer and surrounding wells. Last year Mass Naturals was faced with an even larger environmental impact on the wells of the properties situated below their facility close to Westminster's Crocker Pond. That happened above the water table. Now imagine that within our water table.

The amount of land clearing, construction and earth removal and topographic changes would be an absolute detriment to our environment.

To be clear, horse racing is not agriculture. The loophole presented by Baystate to be considered agriculture under MDAR is to offer a standing stud and a few pregnant mares on site. Without the breeding program, it is just a race track for a dying sport.

The parcel of land is too small to host the lavishly proposed venue on all fronts. The logistics of the proposal do not add up. The city will not see the vision being sold. The property is situated on the most deadly strip of 140. With Baystate's proposal to have alcohol and food on site two factors come into play. One being the increased number of accidents due to substance use and increased traffic. The second being track attendees will never have to step foot in our downtown area. The property's location allows the attendees of the venue to completely bypass our infrastructure as well as all the surrounding towns. It's very easy to fill up at one of the highway's gas stations on Rt 2 exiting at 140. Food on site will ensure they do not become patrons of our local establishments. It is foolish to be blinded by the alleged lucrative prospects without looking at the reality of the situation.

All these supposed jobs will be outside union positions, or part-time minimum wage, seasonal or festival driven. Given their workings with GAAMHA I would say it is safe to assume the very few jobs will be offered to clients first. There is no money in Agriculture. It is extremely hard work with very little financial reward.

The character of these investors is of poor form. Mr. Sagi has had ample business troubles and went to the extent of taking his own sister to court. Mr. Stefanini has a very public roster of poor behavior, shady legal deals, even going as far as document manipulation. A quick Google search provides enough information on all parties to question their trustworthiness and true intentions.

Just because we have allowed poor city planning and mismanagement of our natural resources in years past does not mean this needs to be a continued legacy for our city.

At the end of the day the 140 corridor should not be the host for any large scale development, economic, agricultural or otherwise. Maintain that pristine section of our city for the future generations and preservation of our natural resources. Gardner offers ample outdoor recreational activities and we should be focused on preserving what sets us apart from other cities. We have rich biodiversity that needs to be protected, and a water supply already on the brink of being unsafe.

As a mom of a young toddler and as a concerned and informed resident I ask you to please Vote No on this proposal. As stewards of our Earth, and the voice of the citizens, I implore you to protect our city for our future generations.

Thank you for your time and consideration.

Sincerely,

Sinead M. Carter

Elizabeth Doiron

From: Carolyn Sellars <herenowkind@gmail.com>
Sent: Wednesday, July 24, 2024 12:26 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Comments on Proposed Horse Track for 827 Green Street
Attachments: Sellars 23July24 comments on proposed horse racing at 827 Green St.pdf

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.

Good afternoon,

Attached please find my comments on the proposal. I had intended to submit them in person last night but had to leave before it was my time to present.

Thank you very much for the opportunity to comment.

Kind regards,
Carolyn Sellars

Elizabeth J. Kazinskas
Gardner City Council President
95 Pleasant Street
Room 121
Gardner, MA 01440

Dear Council President Kazinskas and other City Council Members,

Thank you for the opportunity to provide comments on the question of whether or not a “track(sic) of land located at 827 Green Street be approved as the location of a running horse racing track where race meetings laid out and conducted by licensees under M.G.L c. 128A will be held or conducted.”

Using just the very minimal information already provided by Baystate Racing, the project proponent, the answer needs to be “no.” This land is not suitable for a race track.

BayState’s arguments in favor of the track rely heavily on data in Exhibit 1(e): **Towards the Creation of a Horse Park in the Commonwealth of Massachusetts: A Feasibility Study** (published by UMass in 2016) even though the proposed site fails to meet the criteria specified in the study’s executive summary. The six criteria for their proposed “Massachusetts Model” horse park are::

- *At least 300 to 600 acres of preferably contiguous land, to meet all spatial, social, and logistical needs.*
- *Slopes of 3 to 8 percent, free from wetlands, streams, and poorly-drained soils. This will provide ease of circulation, ensure appropriate drainage, and prevent erosion.*
- *Access to an interstate or state route with a high level of service within five miles, to minimize traffic impacts and time lost in transit on event days.*
- *Open views to appealing landscapes that connect the facility visually, emotionally, and physically to its agricultural milieu.*
- *One hour’s travel time to at least two of New England’s largest cities, so that a trip to the facility is not especially burdensome for event participants, spectators, and guests.*
- *Land use compatibility to underscore the natural partnership between the facility’s activities and the character and culture of a potential site’s host community.*

Source: Page 3 of the UMass report (p. 39 of the City Council Meeting Package)

The 827 Green Street location does NOT meet the first two main criteria:

- 114 acres is far below the 300-600 acre criteria. It is even much below the **150 acre minimum criteria** for just the thoroughbred racing piece of the “Massachusetts Model.”

“At a minimum, a Thoroughbred racing park will need approximately 150 acres to meet its facility requirements, and a number of tracks have upwards of 300 acres at their disposal.”

Source: Page 13 of the UMass Report (p. 49 of the City Council Meeting Package)

- There are numerous wetlands on site including streams, tributaries of Perley Brook so Class A waters. (<https://maps.massgis.digital.mass.gov/MassMapper/MassMapper.html>) Please note that Class A Outstanding Resource Waters are defined as “ waters designated as a source of public water supply and their tributaries. They are designated as excellent habitat for fish, other aquatic life, and wildlife, including for their reproduction, migration, growth, and other critical functions, and for primary and secondary contact recreation, even if not allowed. These waters shall have excellent aesthetic value. These waters are protected as Outstanding Resource Waters.” Source: <https://www.mass.gov/info-details/massgis-data-surface-water-quality-standards-314-cmr-400-2013#overview->

Even the very rough and hard to read preliminary site plan provided in the packet shows wetlands will be impacted if a racetrack is sited on this property. Additionally, a review of the parcel on Mass Mapper shows parts of the parcel have 8-14.9% slopes, which are above the 3-8% slope criteria in the UMass Report.

“ the ideal site will be free from wetlands, streams, and poorly-drained soils. Slopes of 3 to 8 percent allow for adequate site drainage, and low-impact site engineering.”

Source: Page 13 of the UMass Report (p. 49 of the City Council Meeting Package)

The failure to meet these two main criteria should be enough to answer, “no” to this question. The site is marginal at best on the remaining criteria.

- The site is many miles from any interstate and even 5 miles from just Route 2.

“Thoroughbred race tracks are rarely more than three miles from an interstate exit, and show a significantly higher tolerance for urbanized contexts than equestrian centers do.”

Source: Page 14 of the UMass Report (p. 50 of the City Council Meeting Package)
- The proposed site is about a 50 minutes drive to Worcester and then well over an hour and more to the other nearest major New England cities (Boston, Springfield, Providence, Manchester and Portsmouth) so it does not meet the criteria of within one hour’s travel time to at least two of New England’s biggest cities.

“An exceptionally remote location reduces the potential audience for this message, and increases the transportation costs of the in-state suppliers and vendors that would do business at the facility. Therefore, sites within an hour’s drive of New England’s largest cities - Boston, Worcester, Providence, and Springfield - provide riders, spectators, and vendors with increased availability and exposure.”

Source: Page 15 of the UMass Report (p. 51 of the City Council Meeting Package).
- Land use compatibility is a huge issue for this site. The claim that this property has a long history of racing is just wrong. There may have been racing on the site in the 1870’s but there has not been a continuous history of racing.

I know this property well having traveled by it for close to seven decades. While I often enjoyed seeing the horses training on the property, I have never seen a race held there. Perhaps that’s because I was born the year after Gardner voted overwhelmingly against allowing a horse racing track on this very site. According to the information on page 102 of the City Council Meeting Package, in 1955, more than 80% of registered voters participated in an election which soundly defeated the racetrack. Only 26% of the voters were in favor.

The raising and training of horses may be considered an agricultural use and so suitable for this Rural Residential neighborhood. However, this vote is not about approving a horse farm or training facility. The question before the City Council tonight is only whether or not this site is suitable for racing. A racing facility itself is a commercial business. The increased crowds, noise and traffic a race facility brings is NOT compatible with its Rural Residential neighborhood or the protection of the Outstanding Resource Waters referred to above.

- The final criteria relates to *“appealing landscapes that connect the facility visually, emotionally, and physically to its agricultural milieu.”* The current site does have a farm and small track facility which could provide some “agricultural milieu” yet the proposed track appears to be sited in an existing forested area. The grandstand seating appears to overlook a cell tower.

The failure to meet the above criteria make the 827 Green Street land unsuitable. That should be enough for the City Council to answer “no.” I do have a few suggestions and questions for the Council in case they are wavering and want to better understand the site. These are issues that need to be considered carefully and more information needs to be provided to the Council and the public before any approval of the site for a race track can occur.

- The fact that there is not sufficient parking on-site for racing is another reason the City Council needs to vote, “No.” I do not see anywhere in the packet where the proponent identified the location of the off site parking. Shouldn’t it have been identified so that the people most affected could weigh in on this before the site is approved for racing?
- With so many concerns about wetlands and brook crossings, the Council needs to know exactly what wetland resource areas may be impacted. The crude site map provided in the packet appears to show that the track itself will cross wetland resource areas. Project proponents often file a Determination of Applicability with the Conservation Commission to formally identify the wetland resource areas early in any approval process. Baystate needs to do that. The Council and the public need to know exactly what wetlands could be impacted prior to any possible consideration of approval.
- The question currently before the Council is whether or not this tract of land is suitable for a horse racing facility. It is not considering the other potential uses the proponent has identified such as a place to raise or train horses or to keep them in retirement. The Assistant City Solicitor claimed on page 106 of the packet that he and the Building Inspector determined racing and wagering on the site would be considered an “Exempt Agricultural Use” or a use “incidental to an Exempt Agricultural Use.” They did not provide any details on how they made that determination. They or the Planning Board must provide a further explanation of why it would not be a Commercial Recreation, Outdoor use. Please note that “horseback riding stables” are listed in the Gardner Zoning Bylaws under Commercial Recreation, Outdoor. Why would professional horse racing be any different than public horseback riding?

COMMERCIAL RECREATION, OUTDOOR

A drive-in theater, driving range, bathing beach, sports club, horseback riding stable, boathouse, game preserve, marina or other commercial recreation carried on in whole or in part outdoors, except those activities more specifically designated in this chapter.

Also, Gardner's Zoning Bylaws define Agricultural Use Exempt as:

Agricultural use of property which is on a parcel of over five acres and which is exempted by MGL c. 40A, § 3.

There is no mention at all of horse racing in *MGL c. 40A, § 3*. Has there been case law on this? Please ask the City Solicitor to weigh in with more information. It's in the city's best interest to understand the legal implications of this land use determination.

The question of whether or not this particular tract of land is suitable for a horse racing facility is an important decision. Based on the UMass analysis the answer should be, "no." I do understand that some people may think otherwise and for those considering a "yes" vote, please take the time to get all the data you need.

There is no rush for a decision for Gardner. The proponent appears to be trying to cram this in before the October 1st deadline to apply to the MA Gaming Commission for racing dates in 2025. There is no way this could go through all the local and state approval processes and be built in time for a 2025 racing season. So there's plenty of time for Gardner to consider this carefully. If it's really a good deal for Gardner now, it will be next year too. Let's take the time to be sure.

Thank you again for the opportunity to comment. I'd be happy to answer any questions about my testimony.

Kind regards,
Carolyn Sellars
Ashburnham, MA

herenowkind@gmail.com
978-660-7634

Elizabeth Doiron

From: Linda Robertson <lrobertson@animalwellnessaction.org>
Sent: Wednesday, July 24, 2024 11:40 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Horse Racing

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 Assistant City Clerk Elizabeth Doiron,

The people of Gardner and even your own council members have spoken - horse racing is not necessary, needed or wanted in Gardner, or anywhere else in Massachusetts.

Horse racing is known to be dangerous and cruel. Making animals do something in the name of gambling is just backwards and unethical. And turning the current space that has animals who provide therapy and aid to those who are struggling into a place governed by gambling and greed is wrong on so many levels.

Seven other MA communities have already said no to these 'investors,' so it's time to 'read the room' and say no to horse racing in Gardner. Please share this email with the Gardner mayor and city council.

Linda Robertson
Animal Wellness Action

Elizabeth Doiron

From: Jill K <emeraldblue17@yahoo.com>
Sent: Wednesday, July 24, 2024 9:45 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Racetrack- Hard No!

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.

Good morning,

I wanted to attend last night's meeting because my entire family does not want a racetrack in Gardner. Since we could not attend, I'd like to make several comments.

We have never heard anyone say "We should have a racetrack in Gardner."

The sport is cruel, too many horses die every year.

No racetrack in Gardner = no dead horses in Gardner.

We already have water issues, a delicate system that can't be compromised from outsiders.

Racetracks are not a sound investment, off site betting is their only true income.

With a housing crisis all around us it seems ridiculous to change the zoning of this land.

Opposition will not end to this project, animal and environmental advocates including my family will step up to ensure it's failure.

Thank you for your time and consideration,

Jillian Koranda
206 Chapel Street
Gardner MA

Sent from my iPad

Elizabeth Doiron

From: Janna McPherson <jannamcpherson72@gmail.com>
Sent: Wednesday, July 24, 2024 9:52 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] HorseTrack

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In this world there are certain basic things in life that is needed to survive. Food, air, shelter and water. knowing that we need these things in life to sustain us and the mere fact that our water has the possibilities of being contaminated would affect everyone here today. The evidence is very clear that the watershed can be contaminated, which leads into Pearly brook into crystal lake. Crystal lake being our city drinking water then would be compromised. Is this a chance you are willing to take? The chance of your citizens of Gardner becoming sick due to the contamination? Is the health and welfare of your children, grandchildren, and future generation really worth this proposal? I can answer this question without any hesitation. The answer is No. You see there is no money in the world worth risking thousands of people's lives for such a proposal. I urge all of you to Vote No on this proposal for the health and welfare of All of the citizens of Gardner.

Elizabeth Doiron

From: Russell leblanc <leblancsrus@comcast.net>
Sent: Wednesday, July 24, 2024 8:38 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] 827 Green St Baystate Racing

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.
Council Madam President and Members of the City Council,

My name is Dorothy LeBlanc and I am a longtime resident of Gardner along with my Husband Russell a longtime resident and has lived on Stone St most of his life. Our property is directly adjacent to the proposed site of the horse track. We have been very fortunate to have bought our home in 1986 from my husbands parents. This is the home my husband grew up in.

I am writing to you to address our concerns for the proposed site for Bay State Racing at the 827 Green St property.

Our main concern, like many citizens of Gardner is the drinking water supply that feeds a lot of people in the city. This water supply is located within the Surface Water Protection Overlay District (SWPOD). The water supply which comes from Cowee Pond flows directly into Perley Brook then into Crystal Lake reservoir. This is a Environmental issue that will affect our vernal pools and wetlands. We are abutters and very concerned for our own well with the use of fertilizers that may contain PFAS, which are harmful chemicals that will be used and will leach into the groundwater. This proposes a high risk to health and safety issues of the residents. Keeping our water safe from containments is an important issue and should be considered and not ignored.

Traffic is also very much a concern with the high volume of traffic going along Rt 140 on a regular day. As I am sure that many of the city councilors are aware of the intersection at Green St, Rt 140 and Stone St is already a hazard. Adding a horse track in this area will cause congestion and this highway is not designed to take anymore influx or additional traffic. Adding hundreds of cars, shuttle buses, horse trailers, RV's, vendors and equipment trailers on a race day adding to an already accident prone Rt 140 causing grave concern for local residents, pedestrians, and cyclists trying to get out onto Rt 140 with this high volume of traffic and the high speed of vehicles traveling on Rt 140 is very treacherous.

We are abutters and very concerned about the noise and privacy that will come along with the Race Park. The noise from the horse track with daily operations, with races and events will impact the quality of life for all our residents within close proximity of the track. We are situated within 500 ft of the property line of 827 Green St. The peace and quiet that we currently enjoy was a choice we made and the reason we chose to live here.

Another major concern is the property value of our home. Adding this Horse Track in our backyard will reduce our value and will be extremely hard to sell.

Giving our concerns, we ask that you please reconsider the approval of Bay State Horse Park. This proposes a risk of our health and quality of life. Your support on this matter will be greatly appreciated by ourselves and many concerned residents.

Thank You for your time and consideration in this matter.

Sincerely,

Russell and Dorothy LeBlanc
208 Stone St
Gardner, MA

Elizabeth Doiron

From: Anne Lawrence Guyon <annelguyon@gmail.com>
Sent: Wednesday, July 24, 2024 1:21 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Resident testimony re Bay State Racing racetrack proposal

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.

Elizabeth J. Kazinksas
City Council President/Councillor at Large
City of Gardner
95 Pleasant Street
Gardner, MA 01440

Dear Madam President,

I write to respectfully express my extreme opposition to the proposed Bay State Racing Gardner racetrack proposal, and urge the Gardner Council to reject it, just as seven other towns in Massachusetts have done.

While I echo the concerns that many citizens have expressed about Gardner's water and traffic safety, the core reason for my vehement objection to this concept is because the commodification of horses, or any animal, for the sake of human entertainment and financial gain is cruel, unethical, and morally repugnant on principle alone. I've witnessed animal cruelty at horse racing tracks first hand, and consider it truly reprehensible and nauseating.

As Patrick Battuello, founder and president of the nonprofit Horseracing Wrongs attests, horse racing is abusive and excruciating for the animals involved due to often inhumane treatment, including: young horses taken from their mothers as early as age two (equivalent to a 6-year old child) and forced into intensive training and racing, only to die within a couple of years with degenerative joint disease; horses collapsing in their stalls after a brutal race; more than 2,000 horses dying at U.S. tracks every year; and "spent" or unwanted racehorses mercilessly bled-out and butchered at their "career's end."

"And to be clear, death at the track is neither clean nor tranquil. Death at the track is cardiovascular collapse, or a failed heart — this happening, mind you, to animals who are mostly under the age of six. Death at the track is pulmonary hemorrhage, or bleeding out from the lungs. Death at the track is blunt-force head trauma from collisions with other horses or the track itself. Death at the track is broken necks, severed spines, ruptured ligaments, and shattered legs — occasionally shattered so severely that the limb remains attached to the rest of the body by skin or tendons only."

Horse racing is becoming less and less prevalent across the country and around the world for same reason other forms of animal abuse, like greyhound racing, is illegal in all but a handful of states: animal cruelty and the corrupt industry that condones and perpetuates it.

As a Gardner homeowner, taxpayer, and voter who cherishes this town, I implore you and your fellow council members to vote no on the Bay State Racing Gardner racetrack proposal.

Thank you very much for the time and consideration you have devoted to this important issue.

Sincerely,
Anne Lawrence Guyon
7 Norman Street
Gardner MA 01440

Elizabeth Doiron

From: karen elger <kaelger@gmail.com>
Sent: Tuesday, July 23, 2024 8:10 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] No Horseracing in Gardner

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 Assistant City Clerk Doiron,

Please share my message with the Mayor and City Council. Thank you.

When animals are used (exploited)
for profit their welfare is never a priority.

In Horseracing, horses are abused, maimed and killed all for the sake of the almighty dollar.

Please don't allow Gardner to be a part of this animal cruelty for the sake of gambling and 'entertainment'.

Thank you for your time,
Karen Elger

https://m.youtube.com/watch?v=sO29SM_j0ZE&pp=ygUSaG9yc2VyYWNpbmcmgd3ljbmdz



Horror in the Gate: Ribbons and Medals Flips Over at Aqueduct, 4/27/24
youtube.com

RECEIVED
2024 JUL 24 AM 8:49
CITY CLERK'S OFFICE
GARDNER, MA

Sent from my iPhone

Elizabeth Doiron

From: Leslie Randall <leslierandall54@roadrunner.com>
Sent: Tuesday, July 23, 2024 7:53 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Horse racing

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 Ms. Doiron,
Please do not allow horse racing in Gardner. This 'sport' is anything but... it is a killing industry that serves no compassionate purpose, especially one for the horses.

Thank you.
Leslie Randall
Sent from my iPhone

RECEIVED
2024 JUL 24 AM 8:49
CITY CLERK'S OFFICE
GARDNER, MA

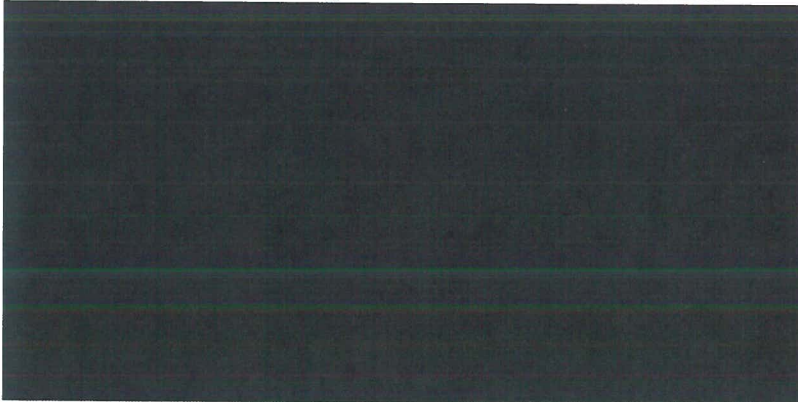
Elizabeth Doiron

From: Erin Cox <ermacox27@yahoo.com>
Sent: Tuesday, July 23, 2024 7:35 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Horses

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.
Assistant City Clerk Doiron,

Please don't allow horseracing in Gardner, MA. Horseracing is cruel, unnecessary, and deadly. There are many entertainment options that don't involve exploiting animals. Please choose compassion and do the right thing for the horses. Please also share this email with the mayor and city council and watch the video below.

Kaz' Mega Bank breaking down at Monmouth, 7/7/24



**Kaz' Mega Bank breaking down at
Monmouth, 7/7/24**

This video is just one showing the dangers of horseracing.

Thank you for your consideration of this extremely important matter.

Sincerely,
A concerned animal advocate,

Erin Mitchell

[Yahoo Mail: Search, Organize, Conquer](#)

RECEIVED
2024 JUL 24 AM 8:49
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Ruth Arnone <rarnone8@gmail.com>
Sent: Tuesday, July 23, 2024 6:54 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Horse Racing is Cruel and Deadly

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Please don't allow horse racing in Gardner, MA.

<https://www.youtube.com/@horseracingwrongs/videos>

Ruth Arnone 

RECEIVED
2024 JUL 24 AM 8:49
CITY OF GARDNER
GARDNER, MA

Elizabeth Doiron

From: Don & Peg Locke <donnpeg@gmail.com>
Sent: Tuesday, July 23, 2024 5:56 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Bay State Park

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7/23/24

To our City Councilors and Mayor Nicholson-

I wish to express my concern over the proposed Bay State Park. The proposed Park is near our drinking water system. Has an environmental impact study been done??? I object to this going forward until it is clear that it would not affect our drinking water.

The literature that I received by mail regarding the Park raises other questions such as traffic issues? Where is the off-site parking? Why would the track be connected to the bikeway (horses, bikers, walkers??)? How exactly would this benefit and promote local farmers? I also question their promise to be minimally environmentally concerned (will do what is required by law).

Why was this group turned down by other cities?

You are our elected officials, so I trust that you will probe into their proposal. So far I am not clear why this Park would be overall a positive addition to the city.

Thank you for your service to our city.

Peg Locke
348 Temple Street

RECEIVED
2024 JUL 24 AM 8:48
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Susie Gray <sgray205@yahoo.com>
Sent: Tuesday, July 23, 2024 5:49 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Fw: Failure Notice

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----- Forwarded Message -----

From: MAILER-DAEMON@yahoo.com <mailer-daemon@yahoo.com>
To: "sgray205@yahoo.com" <sgray205@yahoo.com>
Sent: Tuesday, July 23, 2024 at 03:59:53 PM EDT
Subject: Failure Notice

Sorry, we were unable to deliver your message to the following address.

<edoiron@gardnerma.gov>:
No mx record found for domain=gardnerma.gov

----- Forwarded message -----

I wish all officials of Gardner Ma. would just stay away from water shed aeras for development. take a look around Crystal Lake is already surrounded by polluters Ice skating rink, land scaped cemetery plot at crystal Lake cemetery, bike path where people walk dogs, and some don't pick up after their dogs, Hospital that has had an open pit of salt leaching salt, trash and construction debris blown down to the buffer zone, also silt has been filling the catch basin next to that bike trail. Infact, I have had councilor Heath looking at the issues. Also, the college that uses a lot of chemicals to keep the grass green and last the Golf Course also uses a lot of chemicals to keep that grass green. If it were surrounded by trees and woods, it would be the ideal water shed for the Lake, but it is not and when you decision makers develop on the other end of the water supply something will give and it will not be good for the future of clean water.

RECEIVED
2024 JUL 24 AM 8:48
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Mayor
Sent: Tuesday, July 23, 2024 9:10 PM
To: Elizabeth Kazinskas
Cc: Elizabeth Doiron
Subject: Correction and Clarification of Testimony

Good Evening Madam President and Councilors,

I wish to apologize that I misspoke during my testimony. In looking at the statistics and figures before hand, I looked at revenue over the course of a 20 year period, which would have been equivalent to 100,000 homes **OVER THE LIFE OF THE AGREEMENT** when you look at the projected growth of the proposal and the negotiated increases in the HCA if the item is passed.

The \$500,000 is equivalent to **100 homes of taxes** on an annual basis.

Again, apologies for the misstatement. I was focusing on the stop clock and had a brief mind blip.

Best,

Mike

Michael J. Nicholson

Mayor of the City of Gardner
Gardner City Hall, Rm 125
95 Pleasant St
Gardner, MA 01440

RECEIVED
2024 JUL 24 AM 8:49
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Jim Kilby <jimkilby@att.net>
Sent: Wednesday, July 24, 2024 7:16 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Please end horse racing in Gardner, MA

RECEIVED
2024 JUL 24 AM 8:49
CITY CLERK'S OFFICE
GARDNER, MA

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. Please...please, no more horse racing in Gardner, MA.

Jim Kilby

Saving a dog won't save the world. But for that dog the world changes forever. Dogs are family.

City of Gardner, Public Hearing Testimony, July 23rd, 2024

Baystate Racing, a Limited Liability Corporation made a statement that Gardner is a poor community and they are absolutely right. As matter of fact, Gardner is an Environmental Justice Community of 73.4% due to its poverty level which covers 76.9% of Gardner's land mass. (map attached)

The property of GAAMHA at 827 Green Street in Gardner and the proposed horse racetrack, is entirely within the Environmental Justice Zone for the City of Gardner. Because of this, it falls under the Environmental Justice guidelines and permit procedures of the Commonwealth of Massachusetts. This proposed racetrack should go through MEPA, the Massachusetts Environmental Policy Act Office for scrutiny of the Environmental hazards in a Watershed Protection Zone.

The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable.

Environmental Justice populations are those segments of the population that the EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS has determined to be most at risk of being unaware of or unable to participate in environmental decision-making or to gain access to state environmental resources, or are especially vulnerable.

What is Environmental Justice?

Environmental Justice (EJ) is based on the principle that all people have a right to be protected from environmental hazards and to live in and enjoy a clean and healthful environment. EJ is the equal protection and meaningful involvement of all people with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies and the equitable distribution of environmental benefits.

Sadly, most local government officials including those in Gardner, have no clue what Environmental Justice is, or the mandates by the state to protect this class of people.

Mike Nicholson and the city council, have failed to notify the 73.4% Environmental Justice population of the risk to the Public Drinking Water Supply on which they rely for drinking, cooking, and bathing.

The proposed race track and gambling facility at 827 Green Street, is entirely within Gardner's aquifer and Drinking Water Protection Zone. It abuts Perley Brook which connects Cowee Pond and Perley Brook Reservoir, two of three of Gardner's major surface water supplies. This property is the headwaters of the Otter River, Miller's River and Connecticut River. The proposed racetrack is a direct threat to all these bodies of water.

The Gardner City Council is under no time frame to approve or reject this proposal and should refer it to the Public Welfare, Public Service, and Public Safety Committee's for study and report.

In addition, the city council should refer the proposal to the Planning Board, Conservation Commission, and Board of Health for their input and recommendation.

Time is not of the essence here for the residents of Gardner and the surrounding towns who have not been consulted.

The Gardner City Council took an oath to represent the people of this city to the best of their ability. Approving this location as a commercial racetrack is not in the best interest of the 73.4% population of Environmental Justice.

Please restore my faith in the Gardner City Council and vote NO, as it's the responsible thing to do. Thank you.

Best Regards,

Paul DeMeo

A handwritten signature in blue ink that reads "Paul DeMeo". The signature is written in a cursive style with a large, stylized initial "P".

Elizabeth Doiron

From: Carol Thib <carolt2026@outlook.com>
Sent: Tuesday, July 23, 2024 4:00 PM
To: thibnotes@outlook.com; Craig Cormier; Elizabeth Kazinskas; Calvin Brooks; Jayen Kumar; Elizabeth Doiron; Judy Mack; Brad E. Heglin; George Tyros; David Thibault-Muñoz; Paul Tassone
Subject: [EXTERNAL] Concerned citizen/race track proposal

RECEIVED
2024 JUL 23 PM 1:16
CRAIG CORMIER

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 Gardner City Council Members,

How are you today? I am writing as a concerned citizen due to the proposal by Bay State to place a horse race track on land with the city's back up water supply/wetlands and area wells. In addition the concern is about traffic issues, being in a busy area of the road with close proximity to the college and golf course. The proposed site, as you are aware, is at 827 Green Street/route 140 in Gardner. **My property abuts the area as I live about six houses away from the proposed site on route 140. There is potential for my well to be affected by poor property management a few houses away.**

My opinions and views are important for me to share.

My husband and I moved here after he retired from the military as a DOD Firefighter and Fire Instructor to be closer to family in the area. I am a former Security Officer, government contractor. I am concerned also for the home values if the water in the area becomes worse than it appears now. The city has to be prepared to handle and oversee issues with the community water. Right now **there is an issue by a much smaller entity than Bay State** with the water/septic on the proposed property. How can you ask, rather-possibly force -citizens to take on a race track in that area? The septic is already a problem over the precious city water. What will history say about this transaction if it goes through?

The way I see it is that any agreement between the city and Bay State is going to be ambiguous. Some promises are an impossibility such as setting the number of days there will be races each year. My understanding is the number of race days per year is set by the State, not Gardner. This can be 20 to 200 race days a year. Other issues with a contract come along when the city tries to enforce it. The allusive empty promise of \$500K a year in taxes is unlikely. Every thing depends on something else like actual income they make. The cons outweigh the Pro's in the case of Baystate.

What if the water/ land becomes an issue and the state shuts down the race track sometime in the future? What if the race track then claims they are out of money and can't "fix" and water contamination or pay any fines? What if then they are bankrupt? What is left to the people of this city? These are real concerns. Especially concerning is some folks pushing this race track have ties to Suffolk Downs, where they were fined by the EPA for violations and issues with land. Why not take that history into account? It is real and so are the people you serve.

As you may know, other towns have said NO to a race track in their communities, most recently Hardwick. Why do you think other towns have said NO? And importantly, why would our city possibly say YES? What is not being said? How could a reasonable person think that anything being proposed will happen as planned or end up being good for our citizens of Gardner?

I kindly ask you to drop the proposal from consideration. I ask IF this goes to a vote, to please vote NO Race Track!

IF it does go to a vote I urge you to do more research on this proposal. If it goes to a vote, it apparently will be on August 5th. I ask that you do not motion or vote on a motion to change that date. In addition IF a motion is made, may the date not be made any earlier. Further out would be better while fact gathering can be done. A sales pitch is not research.

I appreciate your service to our city, and your time in reading my concerns.
Have a nice afternoon.

Sincerely,
Carol Thibodeau

Elizabeth Doiron

From: Susan Rousseau <rousseau@verizon.net>
Sent: Tuesday, July 23, 2024 9:20 AM
To: Elizabeth Doiron; Alek Dernalowicz; Brad E. Heglin; Calvin Brooks; Craig Cormier; Dana Heath; David Thibault-Muñoz; Elizabeth Kazinskas; George Tyros; Judy Mack; Karen G. Hardern; Paul Tassone
Cc: 'Susan Rousseau'; Alan Rousseau
Subject: [EXTERNAL] Horse Racing Operation at 827 Green Street Gardner

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 City Councilors,

I am submitting these comments in writing as I am not able to attend the July 23, 2024 Public Hearing and request that my comments be read aloud at Public Hearing so they will be heard by the audience and will appear in the meeting video recording.

I am opposed to the proposed commercial Horse Racing Operation at 827 Green Street in Gardner.

This entire property is located within Gardner's Water Supply Protection District. This operation will result in a substantial increase in the risk of contamination to both surface and ground water because it involves a much higher use of the property than previously done. Contamination can occur from many sources including motor vehicle fuel and oil leaks, improper use or storage of chemical fertilizers, and improper storage of manure. Human error and acts of nature, such as severe storms and flooding, will occur at some point in the future resulting in contamination of this watershed. While all watersheds are important, this watershed is critical for public health. Once contamination occurs, it is nearly impossible to correct it.

Instead, Gardner should look for opportunities to permanently protect all properties in this Water Supply Protection District from development through acquisition or conservation restrictions. Undeveloped and minimally developed land are the best protection of our drinking water supply.

I applaud and support the Mayor and City Council for seeking opportunities for economic growth. However, any potential financial gains from this operation are not worth the risk to our public drinking water supply, relied upon by Gardner's current and future generations. We must think long term when it comes to protecting this Water Supply Protection District.

I respectfully urge you to vote "NO" on items #11317 and #11323.

Sincerely,

Susan P. Rousseau

211 Betty Spring Road
Gardner, MA 01440

(H) 978-632-0618
(M) 978-618-1672

RECEIVED
2024 JUL 23 PM 12:30
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

RECEIVED

From: Alan Rousseau <rousseau@verizon.net>
Sent: Tuesday, July 23, 2024 9:37 AM
To: Elizabeth Doiron; Alek Dernalowicz; Brad E. Heglin; Calvin Brooks; Craig Cormier; Dana Heath; David Thibault-Muñoz; Elizabeth Kazinskas; George Tyros; Judy Mack; Karen G. Hardern; Paul Tassone
Cc: Alan Rousseau; 'Susan Rousseau'
Subject: [EXTERNAL] Horse Racing Operation at 827 Green Street Gardner

2024 JUL 23 PM 12:39

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 City Councilors,

I am submitting these comments in writing as I am unable to attend the July 23, 2024 Public Hearing. I request that my comments be read aloud at Public Hearing so they will be heard by the audience and will appear in the meeting video recording.

I am opposed to the proposed commercial Horse Racing Operation at 827 Green Street in Gardner.

The subject property is located entirely within Gardner's Water Supply Protection District. Perley Brook and the associated watershed are an essential part of Gardner's drinking water supply. Perley Brook runs along the east side of this property, flows to Perley Brook Reservoir, and then to the other components of our municipal water delivery system. In addition, Perley Brook flows out of this Reservoir and downstream to Parker Pond and the Otter River. The Otter River eventually flows to the Miller's River and then to the Connecticut River. Perley Brook impacts Gardner and the communities to the west.

This commercial Horse Racing Operation, and associated Equine Center, will substantially increase the use of the Green Street property. Increased use will result in an increased contamination risk to both surface and ground water. Contamination can occur from many sources including, but not limited to, a large number of motor vehicles on site, use of chemical fertilizers, and generation of manure. While the property owner promises diligence, human error and acts of nature, such as severe storms and flooding, will occur at some point in the future. We have a hard working Conservation Commission and Conservation Agent, but they cannot constantly monitor this property. Over the past 20-plus years, I have attended many Conservation Commission Meetings and have seen first-hand how difficult it can be for the Commission to enforce an Order of Conditions on a property. Contamination is challenging to detect and nearly impossible to correct.

Instead, Gardner should look for opportunities to permanently protect all properties in this Water Supply Protection District from development. The City should partner with our local land trusts, North County Land Trust and Mount Grace Land Conservation Trust, to obtain State and Federal grants for a conservation restriction on or acquisition of this property in order to ensure permanent protection. Reducing development and commercial use will provide the best protection for our drinking water supply. Over the past 19 years, I have been a member of the Board of Directors for the North County Land Trust. I have seen many instances of other communities using conservation strategies to protect their drinking water supplies. We must seek the best protection for our public drinking water supply!

We must think long-term and use an over-abundance of caution when it comes to protecting this Water Supply Protection District.

I respectfully urge you to vote "NO" on items #11317 and #11323.

Sincerely,

Alan N. Rousseau

211 Betty Spring Road
Gardner, MA 01440

(H) 978-632-0618

(C) 978-618-5755

Elizabeth Doiron

From: Robin Prouty <cranaussie@aol.com>
Sent: Tuesday, July 23, 2024 3:24 PM
To: Elizabeth Doiron
Subject: [EXTERNAL] Testimony submitted

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. Please accept my written testimony for the July 23, 2024 Public Hearing.

Robin Prouty

1096 Barre Road
Gilbertville, MA 01031

Different community, same story: a proposal to allow wealthy investors from Boston and beyond, their lobbyists, and the gaming industry to make millions of dollars by putting a horse-racing track on land that is environmentally unsuitable and inappropriate in countless other ways.

This time the target is Gardner. Similar – and equally wrongheaded – plans by groups involving some of the same people have already been soundly rejected by residents of both Sturbridge and Hardwick.

I was deeply involved in Hardwick’s successful fight last year to preserve our beautiful community and send the proposal down to the defeat it so clearly deserved. I urge the Gardner City Council to take the same course.

The project offered up by Bay State Racing, LLC would allow the city to be dominated going forward by the Thoroughbred horse-racing industry, with all of its dubious associations. The “benefits” would amount to a few decent jobs along with a number of part-time ones surrounding a limited number of “race days.” Behind the curtain are the massive profits that the owners would reap from sports betting and simulcasting.

Much is going unsaid as proponents talk up their attractive designs and make claims that will not stand up to scrutiny.

One vital fact is that the facility would be crammed onto land that is a key part of Gardner’s public water supply, potentially causing irreparable ecological damage. The site, just 114 acres, includes wetlands and timber. It cannot support a regulation track and barns for breeding, therapy program animals, and retired racehorses, along with parking for spectators and staff.

Other crucial concerns include jammed roads for miles around in both the city and nearby towns on race days; general negative impacts on the surrounding area; and the well earned reputation of horse mistreatment in the racing industry.

I'm aware that some proponents argue the proposal is somehow connected with "saving" Massachusetts agriculture. As a member of a farm family, I'll point out that horse racing is *not* an agricultural pursuit.

Hardball tactics and community division lie ahead – all so powerful investors can profit at Gardner's expense. When Hardwick rejected the track plan, a former Sturbridge official sent me a note calling the vote a great example of how regular Massachusetts residents can beat "the big city roustabouts" who come selling their big ideas, "no matter who may get hurt." The citizens of Gardner and their City Council would be wise to heed his words.

Elizabeth Doiron

From: Norman Wironen <nwironen@gmail.com>
Sent: Tuesday, July 23, 2024 9:47 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Race Track

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. I think it is important to understand the source of the track financing with the objective of determining if there are illegal funds in the mix. Of course, the answer you will receive in an open forum is that all funds are legal. However, an investigation of the source may turn up a different answer. Thank you.
Norm Wironen

RECEIVED
2024 JUL 23 PM 12:39
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Stephanie Orlow <spoxx00@yahoo.com>
Sent: Tuesday, July 23, 2024 9:52 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Written Statement to City Council - 7/23/2024 Public Meeting

RECEIVED
2024 JUL 23 PM 12:40
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.

Hello,

I am a Gardner resident and have lived in Gardner for 6 years. I am strongly opposed to a horse racetrack anywhere in our community. The entire industry is disgusting and the money that flows at racetracks is blood money generated from the blood of horses. Before their joints are even closed, the young horses are run into the ground. When they get hurt, which is inevitable, they are drugged so they will continue to run on their injuries. It is estimated that between 800 and 900 horses perish on the racetrack every year in the U.S., which does not include the horses that die needlessly behind the scenes. I implore you to vote NO on the racetrack. We don't need or want outright animal abuse for money in our community.

Stephanie Orlow
41 Holly Drive, Gardner.

Horses Killed on or at U.S. Tracks, 2022 (R: Racing; T: Training; S: S)

Summery, Jan 1, Gulfstream R – “pulled up, vanned off, [euthanized]”
Official Kissar, Jan 1, Northfield R – “fractured pastern, euthanized on track”
Smokin Joe, Jan 1, Northfield R – “compound fracture MCIII, euthanized on track”
One Fine Andi, Jan 1, Northfield R – “suspected fractured shoulder/vertebrae”
Viking Zim, Jan 2, Belmont S – “laminitis”
Kantstaros, Jan 2, Gulfstream R – “pulled up, vanned off, [euthanized]”
Powerful Force, Jan 2, Keeneland T – “[multiple] open, comminuted fractures”
Stormy D, Jan 2, Tampa Bay S – “colic” (last raced Dec 11)
Dunph, Jan 5, Belmont T – “fracture, lameness, euthanasia”
Felons Only, Jan 5, Charles Town T – “compound fracture, MCIII”
Hygh I. Q., Jan 5, Golden Gate S – “post-surgical sudden death” (three years old)
Yamboree Queen, Jan 5, Mahoning S – “found in stall with severe colic, died”
Fan Fan, Jan 5, Tampa Bay R – “biaxial sesamoid fractures”
Better Tomorrow, Jan 7, Golden Gate R (euth Jan 15) – “multiple fractures/ruptures”
Cara's Daydreamer, Jan 8, Aqueduct R – “injured past the wire”
Obsessed, Jan 8, Aqueduct R – “suffered an injury approaching the 3/4 pole”
Big Fabuloso, Jan 8, Los Alamitos R – “significant spinal cord compression”
My Little Dragon, Jan 8, Sunland R – “thoracic fracture”
Shining Colors, Jan 9, Parx S – “shipped with severe case of laminitis”
C Dub, Jan 10, Turf S – “pleuritis”
Icomefromdowntown, Jan 11, Penn R – “went bad, vanned off, euthanized”
Caliche, Jan 11, Sunland R – “fractured cannon”
Russian Melody, Jan 12, Penn R – “pulled up bad, vanned off, euthanized”
Pay Tavasco Rent, Jan 13, Turf S – “colic”

Hi Fidelity, Jan 14, Cal Expo S – “collapsed, seizures, head trauma”
 Rakasa, Jan 14, Gulfstream R – “suffered catastrophic injury past wire”
 I’m Feeling Lucky, Jan 14, Mahoning T – “[multiple] fractures, vanned off, euthanized”
 Sky Writer, Jan 14, Mahoning R – “fractured sesamoids, dislocated ankle”
 Fanci Lindor, Jan 14, Sam Houston T – “trauma [from collision]”
 Raagheb, Jan 14, Turf R – “[multiple leg] fractures, multiple skull fractures”
 Glory March, Jan 15, Charles Town R – “fractured both LF sesamoids”
 Coalition Building, Jan 15, Gulfstream T – “racing-animal death”
 Mugaritz, Jan 16, Golden Gate R – “multiple fractures and ruptures”
 Macho Appeal, Jan 16, Oaklawn R – “pulled up on turn, euthanized on track”
 Wanna Be Regal, Jan 17, Parx S – “illness, died” (raced earlier that month)
 Troubleshooting, Jan 17, Sunland T – “fractured ankle”
 Tamarando’s Mine, Jan 17, Turf R – “[multiple] fractures [both front limbs]”
 Adorable Brittany, Jan 17, Turf R – “[multiple] open fractures; [multiple] ruptures”
 Jj Jess an Meteorite, Jan 18, Louisiana R – “severe open fetlock disarticulation”
 Successful Cure, Jan 18, Parx T – “injured, euthanized”
 Bearpath, Jan 19, Mahoning R – “[multiple] fractures, euthanized on track”
 Wed O’s Champ, Jan 19, Turf R – “dislocated fetlock, puncture wound”
 Winetastic, Jan 20, Aqueduct R – “suffered an injury, euthanized on the track”
 News Watch, Jan 20, Northfield R – “compounded fracture, vanned off, euthanized”
 Devils Dare, Jan 21, Belmont S – “found in stall unable to stand...euthanized”
 Aries, Jan 21, Turf S – “colic”
 Lily Malacara, Jan 21, Turf S – “colic”
 Beyond Dreams, Jan 22, Sam Houston R – “[multiple] open, compound fractures”
 Western Sandman, Jan 22, Sunland R – “[multiple] fractures, euthanized in ambulance”
 Brandistyled, Jan 22, Sunland R – “fractured ankle”
 Beat the Odds, Jan 22, Tampa Bay T – “[broke] both front cannons” (two years old)
 Vow Me Now, Jan 23, Gulfstream T – “racing-animal death”
 Majestic Freedom, Jan 23, Oaklawn R (euth Feb 2) – “avascular bone necrosis”
 Athenian Warrior, Jan 23, Sunland S – “colic” (two years old, unraced)
 La Aitana, Jan 24, Laurel S – “pneumonia with large lung abscess, stopped eating”
 Hoboken Hustle, Jan 24, Mahoning R – “[multiple] fractures, euthanized on track”
 Derby Kisses, Jan 25, Belmont T – “suffered a complete P1 fracture”
 CycloneSpiritwind, Jan 25, Meadows S – “illness, euthanized”
 Silver Warrior, Jan 25, Sam Houston T – “[multiple] open, compound fractures”
 Secret Princess, Jan 26, Mahoning T – “open, displaced fracture; euthanized on track”
 Cause I’m Leavin, Jan 26, Turf T – “fractured sesamoid”
 Miss Bee Hiving, Jan 27, Charles Town R (euth Jan 31) – “multiple fractures”
 Church of Many, Jan 27, Charles Town R (euth Apr 22) – “multiple chips”
 Circus Ride, Jan 27, Turf R – “reared, hit head on gate: brain trauma”
 Bonnet, Jan 28, Laurel T – “collapsed – massive internal hemorrhage”
 Sara’s Memories, Jan 28, Sunland R – “fractured carpus”
 Charging Nellie, Jan 29, Fair Grounds R – “sudden death” (two years old)
 Umbra, Jan 29, Gulfstream R – “pulled up, vanned off, [euthanized]” (first race)
 Barqueen, Jan 30, Horseshoe S – “unknown, suspect injury from fall” (two years old)
 Warrior Worrier, Jan 30, Turfway T – “fracture, marked tearing of musculature”
 Meataball, Jan 30, Turfway T – “[multiple] fractures, ruptured ligament”
 Atrani, Jan 31, Charles Town T – “fractured fetlock”
 Deans Flash, Jan 31, Sunland T – “fractured sesamoid” (just one year old)
 unidentified, Jan, Sam Houston T
 Minit Maus, Feb 1, Belmont T – “pulled up lame...euthanized”

Princesalessandra, Feb 1, Keeneland T (euth Feb 11) – “multiple pelvic fractures”
Bester, Feb 1, Parx T – “injured, euthanized”
Posseineffecttoo, Feb 1, Parx R – “injured, euthanized”
Dean’s Flash, Feb 1, Sunland T – “fractured sesamoid”
Green Tea Mochi, Feb 2, Oaklawn T – “pelvic fracture, euthanized”
Petion Lass, Feb 3, Laurel R – “distal portion of limb hanging by small strand of skin”
Dylans Wild Cat, Feb 3, Santa Anita T – “catastrophic fracture, [multiple] ruptures”
Anguz Fire, Feb 4, Sunland R – “fractured fetlock”
Jamerican, Feb 6, Laurel R – “catastrophic comminuted pelvic fractures”
Just Indiscreet, Feb 9, Delta R – “acute fracture”
Convert Dinario N, Feb 9, Saratoga Harness T – “possible cardiovascular collapse”
Ms Michelle, Feb 9, Turf R – “broke both front legs”
Sky’s the Limit, Feb 10, Turf R – “shattered sesamoid”
Destiny’s Charge, Feb 11, Charles Town S – “neurologic, unable to get up”
Bee Jealous, Feb 11, Charles Town R (euth Feb 12) – “slab fracture” (first ever race)
Swing Your Sword, Feb 11, Charles Town R (euth Feb 12) – “[multiple] fractures”
Timeless Joke, Feb 11, Fair Grounds R – “compound fracture, disarticulation”
Creative Plan, Feb 11, Turf T – “fractured fetlock”
Windrush Karma, Feb 12, Charles Town R – “was pulled up with a fatal injury”
Princess Lea, Feb 12, Fair Grounds R – “[multiple] fractures”
Starship Mishka, Feb 12, Gulfstream T – “racing-animal death”
Jazzy Heat, Feb 12, Sunland R – “[multiple] fractures”
Cielo d’Oro, Feb 12, Tampa Bay R – “open, displaced condyle fracture”
Upham, Feb 14, Fair Grounds R – “[multiple] compound fractures”
Pepe’s Pride, Feb 15, Belmont T – “humeral fracture”
Victory Jazz, Feb 15, Sunland T – “fractured shoulder”
Dawna, Feb 16, Keeneland T – “severe, extensive tearing of suspensory ligament”
Midnight Munchie’s, Feb 16, Parx T – “sudden death” (two years old)
Kodiak King, Feb 16, Turf R – “scapula fractured into four pieces”
Battletown, Feb 17, Charles Town T – “fractured neck” (being trained for first race)
Harbour Town, Feb 17, Charles Town T – “fractured neck” (probably related to above)
Bet On Mookie, Feb 17, San Luis Rey T – “catastrophic fracture, [multiple] ruptures”
Dazzle Time, Feb 18, Belmont S – “inoperable colic”
Papa Jr, Feb 18, Delta R – “acute fracture”
White Mist, Feb 18, Fair Grounds R – “open [through skin] fracture”
Creative Courage, Feb 18, Turfway R – “hit rail, collapsed, gasping for air, expired”
Burning Blaze, Feb 19, Meadowlands R – “sudden death: copious amounts of blood”
Torte, Feb 19, Oaklawn T – “open, bilateral sesamoid fractures, complete rupture”
Elegant Son, Feb 20, Saratoga Harness R – “apparent broken neck”
Lady of Faith, Feb 20, Sunland T – “open, complete, comminuted fracture”
Celtic Thunder, Feb 21, Remington S – “trauma in stall, [died, *not* euthanized]”
Uncaptured Soldier, Feb 22, Mahoning R – “[multiple] fractures, euthanized on track”
yet-to-be-named, Feb 22, Parx T – “sudden death” (two years old)
Happy Medium, Feb 24, Belmont T – “pulled up, splint, ambulanced, euthanized”
Peacebethejourney, Feb 24, Turfway R – “fell – [multiple] fractures, severe tearing”
Windsors Tail, Feb 25, Charles Town R – “taken up with a fatal injury”
Johnny Fontaine, Feb 26, Aqueduct R – “suffered an injury nearing 1/8 pole”
Geno, Feb 26, Belmont T – “suffered an injury while galloping – euthanized”
Prime Cartel, Feb 26, Rillito R – “injured at wire – fractured fetlock”
Brastika, Feb 26, Rillito R – “injured [at] 1/8 – fractured cannon”
Warren’s Showtime, Feb 26, Santa Anita T – “[multiple] open, comminuted fractures”

Bulls Eye Betty, Feb 27, Fonner T – “[injured, euthanized]”
Secret Prize, Feb 27, Laurel R – “both sesamoids shattered, euthanized on track”
Dyna Cat, Feb 27, Rillito R – “fractured fetlock”
Irish Cream N Kafe, Feb 27, Rillito R – “flipped – head injury”
Tf Thrilling Runaway, Mar 1, Louisiana R – “pulmonary hemorrhage, died”
Apollimoon, Mar 1, Sunland S – “colic, died [not euthanized]” (two years old, unraced)
War Wounds, Mar 1, Sunland T – “fetlock collapse”
Sue’s Shoes, Mar 2, Tampa Bay T – “multiple fractures”
Smarty’s Gold, Mar 2, Turfway T – “sudden death at 1/8 pole” (four years old)
Stealth Fighter, Mar 4, Oaklawn R (euth Mar 5) – “vanned off, [euthanized]”
Supah Sista, Mar 4, Turf R – “numerous fractures, marked subcutaneous hemorrhage”
Eye of the Temple, Mar 5, Gulfstream T – “racing-animal death”
Omnia Vincit, Mar 5, Keeneland T – “complete humeral fracture, missing fragments”
Nardo Grey, Mar 5, Turfway T – “pelvic fracture, [bled out]”
Crying for More, Mar 6, Laurel R – “[tears, both front limbs], abundant hemorrhage”
Sweet Turn, Mar 6, Parx S – “illness, euthanized” (raced four days prior)
Ar Jesus Blood, Mar 7, Louisiana R – “fell: [multiple] open fractures”
Woman Flyer, Mar 7, Parx R (euth Mar 8) – “injured, vanned off, euthanized”
Copper Peg, Mar 8, Turf T – “[multiple] fractures, [multiple] tendon lacerations”
unidentified, Mar 9, Fonner S – “EHV-1”
Awesome Remix, Mar 9, Gulfstream R – “suffered catastrophic injury” (first race)
Con Lima, Mar 9, WinStar Farm (Kentucky) S – “suffered catastrophic injuries in stall”
unidentified, Mar 10, Fonner S – “EHV-1”
Face of Victory, Mar 10, Gulfstream R – “pulled up, vanned off, [euthanized]”
Playing With Jaxs, Mar 10, Will Rogers T – “multiple fractures”
Mary Boppins Too, Mar 11, Charles Town R (euth Mar 15) – “slab fracture”
Diamond in the Sun, Mar 11, Fonner R – “injured, vanned off, [euthanized]”
Starship Subway, Mar 11, Parx T – “injured, euthanized”
Nowak, Mar 11, Penn T – “injured, euthanized” (being prepped for first race)
Fiery Princess, Mar 11, Tampa Bay S – “sudden death” (four years old)
Distinguished, Mar 11, Turf T – “complete, comminuted neck fracture”
Black Drop, Mar 11, Turf R – “horse collapsed [after race], died within few minutes”
Ballet Royalty, Mar 12, Los Alamitos R – “collapsed – acute pulmonary hemorrhage”
Tees Kissing First, Mar 13, Louisiana R – “acute displaced fractures [two limbs]”
Shez Ifs, Mar 13, Rillito R – “injured at wire – fractured fetlock”
Herecomesangelina, Mar 14, Belmont T – “collapsed and died” (two years old)
Louisiana Charlie, Mar 15, Louisiana R – “[multiple] acute fractures”
Steph’s Spirit, Mar 16, Fair Grounds R – “[multiple] fractures”
Dig for Treasure, Mar 17, Charles Town S – “jaw/sinus”
Gene’s Birthday Surprise (sic?), Mar 17, Remington S – “thrashing in stall, [died]”
Brewery Gulch, Mar 17, Turf T – “hit steel rail – severe, acute comminuted fracture”
Dr. Grant, Mar 18, Charles Town R – “fatally injured...euthanized on the track”
Classy Jean, Mar 19, Charles Town T – “fractured sesamoid”
Fastidious, Mar 19, Los Alamitos R – “catastrophic fracture, [multiple] vertebrae”
The Last Charlie, Mar 19, Rillito R – “injured after wire – fractured fetlock”
Bali Brava, Mar 19, Rillito R – “injured at 3/8 – fractured fetlock”
Stolen Lives, Mar 20, Los Alamitos R – “phalanx entirely protruding through the skin”
Bud Lovweiser, Mar 20, Turf S – “colic”
Ruby Jane, Mar 21, Mahoning R – “severe, displaced knee fracture”
Fire N Guns, Mar 21, Remington S – “lay down and passed after vitamin injection”
Reign On, Mar 21, Turf S – “colic”

Steadfast Love, Mar 22, Belmont T – “humeral fracture, muscle atrophy”
 Jersey Jim, Mar 22, Miami Valley R – “open wound, cannon [in] multiple pieces”
 Lil Ms. Phyllis, Mar 22, Turf S – “colic”
 Chestnut, Mar 22, Will Rogers S – “flipped, fractured skull, blood from ears”
 Guided Missile, Mar 22, Will Rogers R – “collapsed dead past wire” (five years old)
 See You At Front, Mar 23, Los Alamitos T – “[multiple] open, comminuted fractures”
 Marquero, Mar 23, Mahoning R – “broke ankle, vanned off, euthanized”
 Declared Best Card, Mar 24, Turf R – “[multiple] vertebral fractures”
 A Colt Named Susie, Mar 25, Aqueduct R – “suffered an injury...euthanized on track”
 Dr. Devera’s Way, Mar 25, Charles Town R – “eased with a fatal injury”
 Music Mandate, Mar 25, Laurel T – “[forced into gate], kicked, [shattered] cannon”
 Get Me Some Candy, Mar 25, Parx T – “injured, euthanized”
 Cazilda Fortytale, Mar 26, Aqueduct R – “collapsed fatally” (five years old)
 Noble Thought, Mar 26, Belmont T – “injured...euthanized on track”
 Hot Latte, Mar 26, Belmont T – “broke down breezing, euthanized due to injuries”
 Upfront And Gone, Mar 26, Hoosier R – “sudden death: pulmonary hemorrhage”
 Starry Midnight, Mar 26, Sunland R – “trauma to head in gate” (first ever race)
 Kate’s Warrior, Mar 26, Sunland R – “head trauma”
 Grinning Tiger, Mar 27, Fair Grounds R – “open, compound, displaced fractures”
 Carina, Mar 28, Mahoning R (euth Apr 8) – “broke down, deteriorated”
 Ma Moos Warrior, Mar 28, Mahoning R (euth Mar 30) – “pelvic fractures”
 Fillupcohensapiker, Mar 29, Parx R – “injured, vanned off, euthanized”
 Travel Ban, Mar 30, Northfield R – “fractured pastern, vanned off, euthanized”
 I’am a Unicorn, Mar 30, Parx R – “sudden death” (five years old)
 Jaxbradenrishi, Mar 31, Charles Town R (euth Apr 18) – “[multiple] fractures, avulsion”
 Quase La, Apr 1, Keeneland T – “became wobbly, ran into rail, collapsed, died”
 Red River Running, Apr 1, Sunland S – “colic, died [*not* euthanized]” (two, unraced)
 Mv Blue Demon, Apr 1, Sunland R – “fractured ankle and knee”
 Thecradlewillrock, Apr 1, Tampa Bay R – “ruptured patella [before race]”
 Sweet Baby Raelynn, Apr 1, Tampa Bay R – “disarticulated fetlock”
 Five Alarm Robin, Apr 2, Belmont T – “collapsed and died breezing” (five years old)
 Declareatruce, Apr 2, Camden (SC) R – “fell and broke his neck, dead on impact”
 unidentified, Apr 2, Mountaineer S – “colic”
 Lebron Hanover, Apr 2, Pocono T – “sudden death” (two years old)
 Silent Sunrise, Apr 3, Fonner R – “vanned off, [euthanized]” (first ever race)
 Twice too Many, Apr 3, Gulfstream R (euth Apr 7) – “racing-animal death”
 Candyjustice, Apr 3, Horseshoe S – “found deceased – colitis” (three years old)
 Until Now, Apr 4, Charles Town T (euth Apr 8) – “fractured sesamoid”
 Sawmill Favorite, Apr 4, Turf S – “colic”
 Reinagol, Apr 5, Palm Meadows T – “racing-animal death”
 Mt Hopy, Apr 6, Evangeline R – “displaced fracture”
 Rum Chaser, Apr 6, Mahoning R – “horse collapsed and died around the 3/8 pole”
 All American Candy, Apr 6, Turf R – “fell: traumatic blunt-force injury to head/neck”
 Splitsecondsonny, Apr 6, Turfway S – “severe pneumonia, respiratory distress – died”
 Dancing d’Oro, Apr 7, Churchill T – “multiple pelvic fractures, [bled out]”
 Bind the Light, Apr 8, Evangeline R – “fractured scapula, died [*not* euthanized]”
 Run the Tap, Apr 8, Keeneland R – “fracture, internal bleeding, collapsed and died”
 Zenmode, Apr 8, Mahoning S – “104 fever on Apr 6; found dead Apr 8”
 Good Luck Charm, Apr 8, Oaklawn T – “multiple fractures, [multiple] ruptures”
 Master Q, Apr 9, Gulfstream T – “racing-animal death”
 Lord Licorice, Apr 10, Aqueduct R – “fell heavily, euthanized on track”

Beach N Front, Apr 10, Remington R – “collapsed, fractured vertebrae” (first ever race)
 Nashville Note, Apr 10, Tampa Bay T – “fractured pastern”
 Dario’s Angel, Apr 11, Belmont S – “to [hospital] via ambulance, euthanized”
 Happycrest, Apr 11, Penn T – “injured, euthanized”
 Never Not Dancing, Apr 11, Saratoga Harness R – “apparent broken neck”
 Lord Only Knows, Apr 11, Will Rogers R – “fractured pastern” (second ever race)
 Tivano, Apr 12, Charles Town S – “found deceased in morning” (five years old)
 Diamond Play, Apr 12, Gulfstream T – “racing-animal death”
 Uncle Hanover, Apr 12, Pompano T – “catastrophic cannon fracture”
 Powerful Ally, Apr 13, Parx S – “illness, died” (raced in Feb)
 Sister Luck, Apr 14, Belmont T (euth Apr 17) – “suspected pelvic fracture”
 Coco’s Man, Apr 14, Evangeline R – “acute fracture”
 Stormin’ Cougar, Apr 14, Laurel R – “open disarticulation, [multiple] fractures”
 Shez Ivory Hot, Apr 14, Remington S – “found dead in morning” (two years old)
 Bucket Betty, Apr 15, Horseshoe S – “found deceased – colitis” (two years old)
 Tango Dancer N, Apr 15, Meadowlands R – “complete, comminuted fracture”
 unidentified, Apr 15, Mountaineer S – “tetanus”
 Anastasia Nikki, Apr 15, Northfield T – “pelvic fracture, euthanized”
 Portugueseprincess, Apr 15, Sunland S – “pneumonia”
 Never Say Know, Apr 16, Gulfstream T – “racing-animal death”
 Brice, Apr 16, Oaklawn R – “catastrophic injury, euthanized on track”
 Adolphflaminknockout, Apr 16, Remington S – “dead on arrival” (two years old)
 Especially Jess, Apr 16, Remington R – “pulled up lame, ataxic in stall, euthanized”
 Midnight Bourbon, Apr 17, Churchill T – “horse went down, started thrashing, expired”
 Royally Command, Apr 17, Santa Anita R – “open fracture, severe ruptures”
 Green Eye Woman, Apr 19, Turf T – “acute pelvic fracture”
 Sir. Rez, Apr 20, Keeneland T – “[multiple] fractures, severe soft tissue damage”
 Launch Pad, Apr 20, Turf T – “ran into rail: comminuted fracture, muscle tearing”
 Upheaval, Apr 21, Charles Town R – “sustained fatal injury past finish line”
 Union Betty, Apr 21, Laurel R – “[multiple] fractures, LF limb”
 Green Light Go, Apr 22, Belmont T – “unsalvageable injuries”
 Bimini, Apr 22, Palm Meadows T – “racing-animal death”
 Flat Out Phoebe, Apr 22, Parx T – “injured, euthanized” (raced in Feb)
 Smoke Cash Corona (sic), Apr 23, Albuquerque S – “colic, died, no vet present”
 Sense of Music, Apr 23, Charles Town T – “bled both nostrils”
 Scream and Shout, Apr 23, Los Alamitos R – “catastrophic fetlock breakdown”
 Slightly Frosted, Apr 23, Presque Isle S – “illness, euthanized” (raced in Mar)
 Chayil, Apr 24, Fonner R – “pulled up, vanned off, [euthanized]” (third race that month)
 First Victory, Apr 24, Mountaineer R – “[multiple] fractures, ruptured ligaments”
 Popizar, Apr 24, Mountaineer R – “comminuted scapula fracture”
 Gottaflathaveher, Apr 25, Penn S – “illness, euthanized” (raced in Mar)
 Magnolia, Apr 25, Santa Anita T – “complete fracture, [multiple] ruptures”
 Cayton Kid, Apr 26, Santa Anita T – “[multiple] fractures, [multiple] ruptures”
 Beaver Creek, Apr 27, Parx R – “collapsed after finish, sudden death” (five years old)
 Baby I’m Perfect, Apr 28, Belmont R – “sustained an injury at the five-furlong pole”
 Lovelee Honor, Apr 28, Finger Lakes S – “colic without resolution”
 Inner Wave, Apr 28, Gulfstream R – “fell, vanned off, [euthanized]”
 Dtl Hot Wired, Apr 28, Remington S – “found dead, appeared to have been in distress”
 Bellybutton Icon, Apr 28, Turf R – “[multiple] fractures, intracranial hemorrhage”
 McEntire, Apr 29, Horseshoe S – “fatal anaphylactic reaction” (raced Apr 2)
 Wicked Kiss, Apr 29, Remington R – “multiple fractures, RF knee”

Cozy Dancer, Apr 30, Belmont S – “injured in stall after getting cast”
Not So Grimm, Apr 30, Belmont R – “vanned off, euthanized in barn”
Decreed, Apr 30, Charles Town S – “seizures” (raced in Mar)
Mr. Alec, Apr 30, Charlotte (Queen’s Cup) R – “LF leg fracture prior to 9th fence”
Spaghetti Eddie, Apr 30, Cumberland R – “comminuted fracture of LH pastern”
Trustworthy, Apr 30, Fairmount R – “broke down while racing: fractured fetlock”
Bp Heroofthedynasty, Apr 30, Remington S – “colic, found dead”
unidentified, May-Sep, Canterbury S
unidentified, May-Sep, Canterbury R (likely Double Dare You or Blazen Bluff)
Ratification, May 1, Churchill T – “multiple fractures, severe soft tissue damage”
Natchez Belle, May 1, Northfield S – “fractured tibia, euthanized”
Stone Palace, May 2, Belterra T – “fractured scapula, euthanized on track”
Sinless, May 2, Finger Lakes R – “appeared in distress, fell”
Wakanda, May 2, Vernon S – “found deceased in its stall”
Talia Ladybug, May 3, Parx T – “sudden death” (five years old)
Make Me Blush, May 3, Turf R – “fracture, lacerations of several ligaments/tendons”
Pink Dress, May 3, Vernon S – “neurologic symptoms, euthanized”
Tyler’s Admiral, May 3, Will Rogers R – “flipped, recumbent, blood from skull fracture”
Poppy’s Two Step, May 4, Charles Town R – “sudden death post-race” (10 years old)
Antagonist, May 4, Miami Valley R – “slowed dramatically, dropped over dead”
Thechromeweknow, May 4, Thistledown R – “[multiple] open fractures, euthanized”
Autism’s Ribbon, May 4, Turf T – “open fracture, multiple fragments penetrating skin”
yet-to-be-named 2-year-old, May 5, Belmont S – “died in his stall”
Fast Getaway, May 5, Belmont T – “injured, ambulanced, euthanized”
Liam’s Boy, May 5, Monmouth T – “complete, comminuted, displaced fracture”
The Valiant One, May 5, Turf T – “sudden death”
Madison Joy, May 7, Evangeline R – “cannon fracture”
Dare Felix, May 7, Fonner R – “injured, vanned off, [euthanized]”
Speedcuber, May 7, Santa Anita R (euth May 9) – “[multiple] fractures/ruptures”
Jess Dale First, May 7, Santa Cruz R – “[broke down after wire]”
Axis Charm, May 7, Sunray R – “[multiple] fractures”
Kid Cash, May 8, Belmont R – “suffered injury, vanned off, [euthanized]”
What an Ox, May 9, Charles Town S – “laceration, founder” (raced in Mar)
Officer Slew, May 11, Charles Town T – “[multiple] fractures”
Quid Pro Quo, May 11, Charles Town T – “condylar fracture”
El Venue, May 12, Churchill S – “horse was found dead in its stall” (last raced Apr 30)
Listen to Me, May 12, Parx T – “sudden death” (three years old)
Vino Rojo, May 13, Charles Town T (euth May 14) – “slab fracture”
Pray for My Owner, May 13, Santa Anita R – “collapsed, fell awkwardly – sudden death”
Scales of Justice, May 14, Churchill R – “[multiple] fractures, ligament ruptures”
Tap Out Fast, May 14, Louisiana R – “[multiple] acute fractures”
Marsala Hanover, May 14, Meadowlands R – “sudden death: [probably] EIPH”
Snow Phoenix, May 14, Miles City R – “fractured RF leg, euthanized on track”
Monarch Beach, May 14, Pimlico R – “[broke both front legs]”
Barraza, May 14, Santa Anita T – “[multiple] open fractures, [multiple] ruptures”
Abacus, May 14, Scioto R – “shattered pastern, euthanized”
G’s Alilcrazy, May 15, Lone Star R – “flipped in gate, fell, fractured femur”
Intoxicating Kiss, May 15, Miles City R – “died in stall post-race, unknown”
Shaldag, May 15, Monmouth R – “multiple fractures, severe ligament fragmentation”
True Upgrade, May 17, Parx R – “suffered a catastrophic injury, euthanized”
Bit Part, May 18, Evangeline R – “displaced fracture”

No More Miracles, May 18, Finger Lakes T – “collapsed and expired after a.m. workout”
 Sharpin, May 18, Mountaineer S – “colic” (had been raced 40 times)
 Henry III, May 18, Ruidoso T – “fractured spine” (two years old)
 Pigeon Forge, May 19, Charles Town R (euth May 20) – “slab fracture”
 Sunkissed Jess, May 19, Remington S – “horse died 10-15 minutes after meds”
 Kenny Hustle, May 20, Finger Lakes T – “suffered sudden death” (three years old)
 Princessinparadise, May 20, Finger Lakes T – “injury necessitating euthanasia”
 Honey Doo, May 20, Golden Gate T – “catastrophic fracture, tearing of musculature”
 A Prize Wagon, May 20, Remington R – “complete avulsion of fetlock joint”
 Boca Kitten, May 21, Belmont R – “went wrong, struck by foe, euthanized on track”
 Blushing Mary, May 21, Charles Town T – “fractured pastern” (two years old)
 Quality Production, May 21, Evangeline R – “open, compound fracture”
 Holiday Chimes, May 21, Fonner R – “crashed through rail, [euthanized]”
 Creative Girl, May 21, Monmouth R – “[multiple] complete, comminuted fractures”
 Show Maid, May 21, Penn T – “sudden death” (five years old)
 Competent, May 23, Thistledown R – “horse fractured both RF sesamoids, euthanized”
 Life Is Great, May 24, Belmont S – “sudden death [while] recovering from surgery”
 Cv Cupido, May 24, Horseshoe T – “fractured scapula” (two years old)
 Relentlessly, May 24, Remington S – “horse became ataxic, fell over, [died]”
 Daddy Frank, May 25, Belmont T – “collided with rail”
 Shamcat, May 25, Charles Town S – “stall [death]” (raced May 14)
 Bold Thirst, May 25, Evangeline R – “fell: [multiple] open fractures”
 Loveatfirstflight, May 26, Churchill T – “collapsed and died” (three years old)
 A’bouzy, May 26, Churchill T – “became unstable, collapsed, and died” (three years old)
 House Impeachment, May 26, Penn T – “injured, euthanized”
 Df Fabulous Rose, May 26, Remington R – “complete avulsion of fetlock joint”
 Kw Lose the Tude, May 26, Remington R – “collapsed at speed – cannon fracture”
 Dini d’Amore, May 27, Churchill T – “catastrophic injury: [multiple] open fractures”
 Urban Dance, May 27, Los Alamitos S – “ran head first into barn at full gallop”
 Heza Fast Mighty, May 27, Remington R – “open, comminuted fracture”
 Reno Roy, May 28, Emerald R – “acute, severe rupture of sesamoidean ligaments”
 President Elect, May 28, Hawthorne R – “ran May 28; found dead next morning”
 Runpat, May 28, Horseshoe T – “[multiple] fractures”
 Hunt the Front, May 29, Churchill R – “severe tearing of ligaments, avulsion”
 My Panache, May 29, Golden Gate R – “[multiple] skull fractures, bled out”
 Long Ranger, May 29, Sunray R – “vanned off, euthanized”
 Starship Boardwalk, May 30, Finger Lakes T – “flipped, possible fractured spine”
 Desert Fog, May 30, Golden Gate R – “collapsed and died from exsanguination”
 Hong Kong Cowboy, May 30, Golden Gate R – “[multiple] fractures/ruptures”
 Bob’s Bad Boy, May 30, Lone Star R – “[multiple] fractures”
 Bistraya, May 30, Louisiana R – “[multiple] acute fractures”
 unidentified 2-year-old, May 30, Ocala (Florida) T – “broke down”
 A Little Flyer, May 31, Churchill T – “[multiple] fractures, ligament rupture”
 Hold That Ghost, May 31, Delaware T – “sudden death, heart attack” (three years old)
 yet-to-be-named 2-year-old, May 31, Santa Anita T – “fracture, severe hemorrhage”
 Hadlen, May 31, Thistledown R (euth Jun 2) – “displaced fracture RF leg”
 Crossthebay, Jun 1, Mountaineer R – “took a bad step, euthanized on the track”
 Dini’s Destiny, Jun 2, Belmont R – “got vanned off, x-rayed, euthanized”
 Driven to Succeed, Jun 2, Charles Town T – “condyle fracture”
 Tf Fortunate One, Jun 3, Delta R – “broke both front legs” (two years old)
 Range War, Jun 3, Saratoga T – “injured while breezing” (being prepped for first race)

yet-to-be-named 2-year-old, Jun 3, Wyoming T – “fractured sesamoid, euthanized”
 Sweet Baby Ruthie, Jun 4, Arizona S – “colic” (was raced May 29)
 Speed Alley, Jun 4, Belmont S – “large colon torsion”
 Gold Panda, Jun 4, Belmont T – “suffered unknown injury at 1/8 pole”
 Boldacious, Jun 4, Emerald R – “severely comminuted fracture”
 Ghaaleb’s Big Win, Jun 4, Fairmount R – “broke down while racing: fractured fetlock”
 Sgt. Quincannon, Jun 4, Lone Star R – “multiple compound fractures”
 Baltimore Beecho, Jun 4, Wyoming R – “fractured sesamoid, euthanized”
 Jba Movin Thedynasty, Jun 5, Wyoming R – “died – heart attack” (six years old)
 Dubbed in Seattle, Jun 6, Fair Meadows R – “[multiple] open fractures”
 Maybe After Later, Jun 6, Parx T – “injured, euthanized”
 Fearless Leader N, Jun 6, Plainridge R – “comminuted fracture LF”
 Silver Lyric, Jun 7, Golden Gate T – “sudden death while galloping” (four years old)
 Classic Honey, Jun 7, Hoosier T – “sudden death: pulmonary hemorrhage”
 Reception, Jun 7, Lone Star S – “pleuritis, pneumonia”
 Custom Medina, Jun 7, Louisiana R – “[multiple] displaced fractures”
 Emilia Strong, Jun 9, Penn R – “vanned off, euthanized”
 Gingrich, Jun 10, Churchill R – “[multiple] open fractures”
 Pevs Rio Grand, Jun 10, Fair Meadows R – “multiple fractures”
 Superposition, Jun 10, Gulfstream R – “pulled up, vanned off, [euthanized]”
 King Seraf, Jun 10, Laurel S – “acute colic after training, euthanized”
 Whiskey Allround, Jun 10, Sam Houston R (euth Jun 11) – “collapsed at start; paralysis”
 Ike, Jun 11, Canterbury R – “took awkward step, vanned off, [euthanized]”
 Miniconjou, Jun 11, Churchill R – “became very weak, collapsed, died” (three years old)
 Miss Yum Yum, Jun 11, Delaware S – “fractured skull, died [not euthanized]”
 Band Camp Boy, Jun 11, Energy S – “illness – lost LH hoof – euthanized” (two years old)
 Bdr Country, Jun 11, Energy R – “fractured distal carpal, euthanized”
 yet-to-be-named 2-year-old, Jun 11, Prairie T – “sudden death” (again, two years old)
 Badgerville, Jun 12, Belmont T – “collapsed and died” (three years old)
 Slew Tang Clan, Jun 13, Parx R – “suffered a catastrophic injury, euthanized”
 My Money Is Good, Jun 14, Arapahoe T – “complete, comminuted, open fracture”
 Da Dynasty Diva, Jun 14, Fair Meadows R – “fracture, disarticulation”
 Cannon Can, Jun 14, Hoosier T – “sudden death – diffuse, extensive hemorrhage”
 Mandate, Jun 14, Parx R – “suffered a catastrophic injury, euthanized”
 Run With Grace, Jun 14, Thistledown R – “open, displaced fracture; dislocated ankle”
 Sassy’s Prospector, Jun 15, Evangeline R – “[multiple] fractures”
 Untuckit, Jun 15, Los Alamitos S – “four-year-old found dead, cause undetermined”
 Ride With Me, Jun 15, Presque Isle T – “injured, euthanized”
 Frontal Assault, Jun 17, Belterra S – “bled profusely in stall – blood all over”
 Blameworthy, Jun 17, Belterra R – “sesamoids fractured, attachments avulsed”
 Bought by Diva, Jun 17, Charles Town S – “colitis” (raced Jun 3)
 Resurrected Noble, Jun 17, Golden Gate S – “severe cellulitis, RH; laminitis, LH”
 Hope and Dignity, Jun 17, Keeneland T – “collapsed under the rail – sudden death”
 Stormin Hank, Jun 18, Lone Star R – “[multiple] comminuted fractures”
 Fighting Miss, Jun 18, Mountaineer T – “comminuted scapula fracture”
 Dashin Maxx, Jun 18, Sam Houston R – “fracture past wire”
 Kodiak Sky, Jun 19, Louisiana R – “displaced fetlock”
 Hes Grandiose, Jun 19, Ruidoso S – “pleuropneumonia”
 Action Junky, Jun 19, Ruidoso T – “humeral fracture”
 Cool Acclaim, Jun 19, Sacramento T – “[multiple] fractures, ligament rupture”
 Super Steamy, Jun 21, Belterra R – “ligaments completely avulsed, joint disarticulated”

Carete, Jun 22, Arizona T – “sudden death” (four years old)
 Supernova, Jun 22, Saratoga S – “apparent peritonitis”
 Malintent, Jun 23, Canterbury R – “suffered apparent catastrophic injury, fell”
 Bahamian Girl, Jun 23, Charles Town R (euth Jun 24) – “heatstroke, fractured pelvis”
 The Geauxt, Jun 23, Delta R – “multiple comminuted fractures”
 Last Chapter, Jun 23, Pimlico T (euth Jul 14) – “complete, comminuted tibial fracture”
 Miss Fraulein, Jun 24, Charles Town S – “infection, laminitis”
 Parker’s Gold, Jun 24, Emerald R – “comminuted scapular fracture” (first ever race)
 yet-to-be-named 2-year-old, Jun 24, Northfield S – “colic/impaction, euthanized”
 Cheap Cheap Cheap, Jun 24, Pleasanton R – “[multiple] fractures, [multiple] tears”
 Big June Bug, Jun 24, Ruidoso R – “collapsed post-race, died” (two years old)
 Proof of Love, Jun 25, Cal Expo T – “[multiple] fractures, [multiple] tears”
 Miss Margaret Ann, Jun 25, Monmouth S – “colic” (trained Jun 14)
 Untwisted, Jun 25, Parx R – “injured, vanned off, euthanized”
 Gfr Gone N Dun It, Jun 25, Prairie R – “stepped on, fractured shoulder”
 Fox On the Run, Jun 25, Thistledown R – “open, displaced fractures”
 yet-to-be-named 2-year-old, Jun 26, Arizona T – “head/neck trauma”
 Billups, Jun 26, Horseshoe S – “sudden death” (four years old, raced six days prior)
 Independence Law, Jun 26, Monmouth R – “[multiple] fractures, extensive damage”
 Chiquito Baby, Jun 26, Monmouth R – “fell – bone through skin”
 Eze as Pie, Jun 26, Wyoming T – “fractured shoulder, euthanized”
 Dp Sassy, Jun 26, Wyoming R – “flipped in paddock, hit head on ground, euthanized”
 Cash Icon, Jun 27, Arizona R – “blunt-force trauma: fracture, exposed fragments”
 Outlaw, Jun 27, Arizona R – “[multiple] fractures, tendon sheath fully torn”
 Tango, Jun 27, Horseshoe S – “death on trailer, suspect colic”
 Cool Jack, Jun 27, Plainridge R – “comminuted fracture LF”
 Dream Fever, Jun 27, Thistledown R – “distressed post-race, went down, died”
 Royal Tang, Jun 28, Harrington R – “broken pastern”
 Dramatic Queen, Jun 29, Delta R – “acute trauma” (probably in gate)
 Pharoah’s Sympathy, Jun 29, Thistledown R – “fractured scapula”
 Mama I’m Home, Jun 30, Belmont S – “cellulitis, euthanized”
 Magical Jesse, Jun 30, Retama R – “[multiple] fractures”
 Bucky Bay, Jun 30, Retama R – “open fracture past wire”
 True Hero, Jun 30, Thistledown R – “hit rail, fell, euthanized”
 Gavins Boy, Jul 1, Charles Town R (euth Jul 12) – “condylar fracture”
 Sticky Issue, Jul 1, Churchill R – “[multiple] fractures, large amount of hemorrhage”
 Flying for James, Jul 1, Ruidoso R – “flipped in gate, got loose and died”
 Apolitical Eagle, Jul 1, Ruidoso R – “fractured fetlock”
 Commending, Jul 2, Arizona R – “[multiple] spinal fractures” (two years old)
 Bad Beat, Jul 2, Arizona R – “[multiple] fetlock fractures”
 Leather and Lace, Jul 2, Canterbury R – “took awkward step, vanned off, [euthanized]”
 Jf Princess Storm, Jul 2, Fair Meadows R – “[multiple] fractures”
 Action for Autism, Jul 2, Pleasanton R – “multiple displaced, comminuted fractures”
 Whos Your Favorite, Jul 2, Prairie S – “poliomyelitis”
 Sorellisonfire, Jul 3, Grants Pass R – “open fracture, euthanized” (two years old)
 Vindatude, Jul 3, Saratoga T – “collapsed and expired” (three years old)
 Enid, Jul 4, Churchill R – “[multiple] fractures, tearing of digital vein”
 Ruby Red Rocks, Jul 4, Saratoga Harness R – “broke down near 3/4 pole”
 Angry American, Jul 5, Parx T – “injured, euthanized”
 Horns For Three, Jul 7, Northfield R – “horse slowed down, fell, dead on arrival”
 Heavy Handed Hanna, Jul 8, Buffalo R – “complete open fracture, euthanized on track”

Country Outlaw, Jul 8, Charles Town T (euth Dec 5) – “injured pastern”
Cottonpickintrain, Jul 8, Delta R – “open fracture”
Sip’n Dip, Jul 8, Monmouth R – “[multiple] complete, severely comminuted fractures”
Mr C Jess Curves, Jul 8, Ruidoso R – “fractured scapula” (two years old)
My First Grammy, Jul 9, Belmont R – “broke leg after the wire”
Floencia, Jul 9, Parx S – “illness, euthanized”
Cash Driven, Jul 9, Wyoming R – “fractured sesamoid, euthanized”
Alfred Hanover, Jul 11, Northfield R – “horse got loose after race, drowned in pond”
Max’s Heart, Jul 11, Prairie R – “fractured cannon”
Carrier Pigeon, Jul 12, Mountaineer S – reported as “died” (*not* euth), “colic”
Clean Living, Jul 12, Mountaineer T – reported as “died” (*not* euth), no cause given
Bow Maker, Jul 14, Churchill S – “impaction colic, no improvement”
Nyx and Chaos, Jul 14, Penn R – “sudden death” (three years old)
Not Just George, Jul 14, Thistledown R – “comminuted fracture past wire”
Because I Can, Jul 15, Parx S – “illness, euthanized”
Wake Up Angel, Jul 15, Prairie R – “[multiple] fractures”
Key to the City, Jul 15, Ruidoso S – “colic, enteritis – not sustainable”
Super Queen, Jul 15, Ruidoso R – “slab fracture”
Tick Tack Mo, Jul 16, Great Falls R – “fractured ankle, euthanized on track”
One More Fly, Jul 16, Los Alamitos T – “lumbar fracture with spinal cord compression”
Sneak Peek, Jul 16, Louisiana R – “open, displaced fracture”
Playalinda, Jul 16, Monmouth R – “[multiple] open fractures, *both* hind limbs”
Filbert, Jul 16, Parx T – “injured, euthanized”
Wente, Jul 16, Ruidoso R – “[multiple] fractures, luxated joint”
Teradash, Jul 16, Wyoming R – “fractured carpus, euthanized”
Anna’s Candy, Jul 17, Monmouth S- “skull fractures, brainstem compression”
F S Positrack, Jul 17, Ruidoso R – “[multiple] fractures, luxated joint”
Manoso, Jul 17, Ruidoso R (euth Jul 19) – “[injured], euthanized”
Volumattic, Jul 17, Thistledown T (euth Jul 24) – “fracture, fever, pneumonia, ataxia”
Swanky, Jul 18, Arapahoe T – “fractured bone protruding from the limb”
Kid d’Oro, Jul 19, Parx T – “injured, euthanized”
Yei Yei, Jul 19, Parx R – “fell, catastrophic injury, euthanized”
Kid Mac Cool, Jul 19, Parx R – “injured, vanned off, euthanized”
Freddy Soto, Jul 19, Thistledown R – “fractured both LF sesamoids”
Night Girl, Jul 20, Del Mar T – “collapsed post-workout, sudden death” (two years old)
Jack N John, Jul 20, Fairmount S – “multifocal hemorrhagic colitis and typhlitis”
Gypsy Dancer, Jul 20, Gulfstream T – “racing-animal death” (two years old)
Motion Picture, Jul 21, Lone Star R (euth Jul 22) – “[multiple] fractures”
Iwinbyknowledge, Jul 21, Thistledown T – “fractured shoulder in first [ever] workout”
Tramore Bay, Jul 21, Thistledown R – “became lame while cooling out: pelvis fracture”
Root Toot Tootie, Jul 22, Arapahoe T – “sudden death, cause not determined”
Fox Valley Adele, Jul 22, Meadowlands R – “sudden death: ruptured pulmonary artery”
Kvn Soul Sister, Jul 22, Ruidoso R – “neck/back”
Boss Alley, Jul 23, Fairmount S – “gastrointestinal, displacement of colon – [died]”
Wrappers Delight, Jul 23, Pocono R – “injured, euthanized”
Spurwink Lane, Jul 23, Prairie R – “[multiple] fractures”
Megameister, Jul 23, Sacramento R – “[multiple] comminuted [9 pieces] fractures”
Sweet Tiramisu, Jul 24, Fairmount S – “flipped, hind legs and tail paralyzed”
Spanish Art, Jul 24, Harrah’s R – “injured, euthanized”
Flashy an Sassy, Jul 24, Ruidoso R – “fractured cannon, disarticulation”
Iza Lightning D Capo, Jul 25, Arapahoe R – “shoulder fracture – severe, complete”

Her Giant, Jul 25, Churchill T – “[multiple] fractures”
 Conservative Values, Jul 25, Mountaineer R – “died” in stall next day, “unknown”
 Rapacious, Jul 26, Los Alamitos T – “vertebral fractures, exposure of spinal cord”
 Hi Millie, Jul 26, Monmouth S – “recumbent on arrival, couldn’t stand, euthanized”
 Baby Got Back, Jul 26, Tioga S – “euthanized due to medical condition” (raced Jul 16)
 Our Buddy, Jul 27, Arapahoe T – “multiple comminuted, displaced skull fractures”
 It Is What It Is, Jul 27, Delaware R (euth Aug 3) – “fractured sesamoid”
 Little Christy, Jul 27, Mountaineer R – “broke down, euthanized on track”
 Platinum Ice, Jul 27, Parx R – “suffered catastrophic injury, euthanized”
 Racin’ Jacin, Jul 27, Thistledown R – “suffered injury, completed course, euthanized”
 Rainbow River, Jul 28, Charles Town S – “toxic”
 Bourbon Swing, Jul 28, Laurel R – “[multiple] fractures, fetlock completely dropped”
 Sportsurge, Jul 28, Meadows R – “sudden death”
 Jess a Corona Legacy, Jul 29, Delta R – “[multiple] displaced fractures”
 Black Lives Matter, Jul 29, Texas S – “died after sperm-collection/castration”
 The Big S, Jul 30, Delaware R – “fractured pastern”
 Lasting Storm, Jul 30, Great Falls R – “fractured shoulder, euthanized on track”
 Smokin Hot Fire, Jul 30, Los Alamitos R – “fell: [broke both front legs]”
 True Blonde Auntie, Jul 30, Louisiana R – “[multiple] displaced fractures”
 Financial System, Jul 30, Monmouth T – “complete, comminuted fracture of P1”
 Munny One, Jul 31, Del Mar T – “became unstable, died spontaneously” (two years old)
 unidentified, Aug, Delaware S – “EHV-1 symptoms, euthanized”
 Bionic Bottle, Aug 1, Monmouth R – “fractured fetlock”
 Magic Wanda, Aug 1, Prairie R – “fractured carpus past wire”
 Kvn Soul Sister, Aug 1, Ruidoso T – “broken neck” (two years old)
 Muy Caro, Aug 2, Belterra R – “medial fractured and avulsed”
 G as in George, Aug 2, Horseshoe R – “displaced condylar fracture”
 Rylees Rose, Aug 3, Colonial S – “gastric rupture, rectal tissue extruding from anus”
 Show Your Cards, Aug 3, Del Mar S – “catastrophic humeral fracture”
 Coachella Chrome, Aug 4, Emerald T – “open, comminuted fracture of MC3”
 Marty James, Aug 5, Prairie R – “unable to stand, euthanized”
 Rbdocsbestbet, Aug 6, Arizona R – “collapsed: pulmonary hemorrhage” (three yrs old)
 Eyesa Got Easier, Aug 6, Arizona R – “fractured/dislocated *both* front fetlocks”
 Nancy Work, Aug 6, Delaware T – “fractured sesamoid”
 She Ain’t Sweet, Aug 6, Delaware T – “fractured shoulder”
 Credit Event, Aug 6, Saratoga T – “fractured leg, euthanized”
 Plurality, Aug 6, Saratoga T – “collided with another horse”
 Unlawful Assembly, Aug 7, Arapahoe S – “cranial dorsal displacement”
 Sissys Passion, Aug 7, Ruidoso R – “fractured humerus”
 Shining Terri, Aug 8, Louisiana R – “[multiple] fractures”
 Hey Hey Haley, Aug 8, Monmouth T
 I Make the Rules, Aug 8, Monmouth R – “[multiple] complete, comminuted fractures”
 Sprite’s Lady, Aug 8, Monmouth R (euth at Delaware after transport) – “knee injury”
 Humero d’Oro, Aug 8, Prairie R – “[multiple] fractures past wire”
 Mo Jets, Aug 9, Belmont S – “developed laminitis, euthanized” (two years old)
 Mort, Aug 9, Belterra T – “horse was working, collapsed at 1/16 pole, bled out”
 Angel’s Sea, Aug 9, Gulfstream S – “racing-animal death”
 Majestic Greeley, Aug 9, Penn S – “illness, euthanized”
 Longlivejustice, Aug 9, Thistledown R (euth Aug 22) – “displaced sesamoid fracture”
 Ready Edge, Aug 10, Colonial R – “sesamoid shattered into four pieces”
 Money Code, Aug 10, Delaware S – “illness, unknown” (three years old)

Practice Squad, Aug 10, Saratoga T – “sustained leg injury, euthanized on track”
 Awesome Gerry, Aug 10, Saratoga R – “suffered an injury, euthanized on track”
 Ladihamita, Aug 11, Arizona S – “colic/perforations” (two years old)
 Romped, Aug 11, Belterra R – “compound fractures [both front legs] below the knees”
 Gattosing, Aug 11, Charles Town R – “[multiple] fractures” (69th race)
 Above the Line, Aug 11, Penn R – “fell, vanned off, euthanized”
 Salt Cay, Aug 11, Saratoga R – “injured, vanned off, euthanized”
 Butterscotchsundae, Aug 13, Charles Town R (euth Aug 15) – “comminuted fracture”
 Conversational, Aug 13, Churchill R – “[multiple] fractures, severe soft tissue damage”
 Typhonpedia, Aug 13, Tioga R – “horse collapsed on the track” (two years old)
 Super Quick, Aug 14, Ellis R – “[multiple] comminuted fractures”
 Thats My Dude, Aug 14, Pimlico S – “severe bronchopneumonia with abscessation”
 Roster Bo James, Aug 15, Arizona R – “collapsed: pulmonary hemorrhage” (five yrs old)
 yet-to-be-named 1-year-old, Aug 15, Pleasanton S – “[multiple] open fractures”
 Rockymountain Brew, Aug 15, Prairie R – “sudden death at finish line” (three years old)
 Ansel, Aug 16, Colonial R – “[multiple] fractures, ligament partially shredded”
 Rocky Rush, Aug 16, Horseshoe T – “[multiple] fractures” (had been raced 46 times)
 Little Princess, Aug 16, Los Alamitos S – “flipped – extensive hemorrhaging in skull”
 Just Candy, Aug 17, Keeneland S – “barn injury – sudden death” (two years old)
 Answer In, Aug 17, Saratoga S – “laminitis” (last raced Jul 16)
 Miss Sugar Hill, Aug 18, Del Mar T – “exercise-associated pulmonary hemorrhage”
 Cloud Skipping, Aug 18, Penn R – “went bad, vanned off, euthanized”
 Rush to Honor, Aug 18, Saratoga R – “injured after wire, vanned off, euthanized”
 Grand Diana, Aug 19, Delaware S – “found deceased in stall” (three years old)
 Road to Meath, Aug 19, Monmouth S – “sudden death: severe hemorrhage in head”
 Verstappen, Aug 19, Ruidoso R – “vanned off, euthanized”
 Time Freak, Aug 20, Cassia R – “traumatic fetlock fracture/luxation” (two years old)
 Finish Line, Aug 20, Prairie R – “fracture, rupture past wire”
 Apollitical Favorite, Aug 20, Ruidoso R – “vanned off, euthanized”
 The Beast, Aug 21, Gulfstream R – “racing-animal death”
 Six Shaker, Aug 21, Ruidoso R – “fractured knee”
 yet-to-be-named 2-year-old, Aug 21, Saratoga T – “injured, pulled up, euthanized”
 Stratofortress, Aug 22, Monmouth R – “[multiple] fractures”
 Taffadahl, Aug 24, Prairie T – “[multiple] fractures”
 Fillybuster, Aug 25, Belterra R – “died in transit due to exsanguination [bled out]”
 Follow Me Mom, Aug 25, Keeneland S – “three-week illness: pleuropneumonia”
 Apolitical Clover, Aug 25, Ruidoso T – “died [just died, *not* euthanized]” (two years old)
 yet-to-be-named 2-year-old, Aug 26, Belterra T – “pulled up lame: humeral fracture”
 Moody, Aug 26, Churchill T – “started weaving, fell through rail, dead on impact”
 We’re All Nuts, Aug 26, Prairie T – “fractured carpus”
 Candy Corner, Aug 26, Timonium R – “[multiple] displaced fractures”
 Simply Super, Aug 27, Churchill T – “fracture, fragments of bone embedded”
 Bellas Smile, Aug 27, Ellis T – “comminuted fracture, marked tearing of muscles”
 Luckyapril, Aug 27, Prairie R – “[multiple] fractures”
 Feelin Topsy, Aug 28, Albuquerque T – “skull fracture – died” (two years old)
 Thisbeachrghtherea, Aug 28, Northfield R – “complete loss of function in fetlock”
 Days of Glory, Aug 29, Arapahoe R – “[multiple] fractures, complete breakdown”
 Stone Heart, Aug 29, Finger Lakes S – “unresolved osteomyelitis” (raced 60 times)
 Classic Escape, Aug 29, Monmouth R (euth Sep 4) – “[in gate]: severe, extensive injury to tail”
 Cotton Candy Cutie, Aug 29, Parx S – “illness, euthanized” (raced 75 times)
 Strawfly Eagle, Aug 30, Arapahoe R – “high-speed trauma: [two broken legs]”

Pay Grade, Aug 30, Belmont T – “euthanized due to pelvic fracture”
 Suzysellsseashells, Aug 30, Charles Town S – “pneumonia, pouch infection”
 Lil Alma, Aug 30, Colonial R – “fractured tibia, musculature severely shredded”
 Marcie’s Candy, Aug 31, Churchill T – “[multiple] fractures”
 Unforgetablenataly, Aug 31, Horseshoe R – “collapsed – sudden death” (four years old)
 Jesst You Watch, Aug 31, Prairie S – “[found dead], suspect colic” (two years old)
 Cezanne, Sep, Keeneland S – “infection” (had been treated since Jun)
 Golden Boy Gonza, Sep 1, Arizona T – “sudden death” (six years old)
 Mi Casa Es Su Casa, Sep 1, Keeneland T – “[multiple] pelvic fractures”
 Heroic Deed, Sep 2, Charles Town R (euth Sep 12) – “fractured carpus”
 Northwest Rain, Sep 2, Emerald R – “[multiple] acute, severe fractures”
 English Charmer, Sep 2, Parx T – “injured, euthanized”
 Snowtrick, Sep 2, Remington R – “shattered both RF sesamoids”
 Lucky Sitka, Sep 3, Finger Lakes S – “expired in her stall, colic” (raced Aug 22)
 Beast Market, Sep 3, Gulfstream R – “collapsed – unable to be revived” (two years old)
 Born Into Bad News, Sep 3, Louisiana R – “open, acute fracture”
 Strolln Down Welch, Sep 3, Prairie R – “fractured knee”
 Clean Outta Sight, Sep 3, Ruidoso R – “fell – euthanized”
 Tiz Donna Bella, Sep 4, Albuquerque R – “[multiple] fractures”
 Complicate, Sep 4, Emerald R – “[multiple] fractures with open subluxation of fetlock”
 Mia Solina, Sep 4, Golden Gate R – “[multiple] complete fractures, [multiple] tears”
 yet-to-be-named 2-year-old, Sep 4, Gulfstream T – “racing-animal death”
 Union of Thoughts, Sep 4, Saratoga T – “sustained leg injuries, euthanized on track”
 I Walk Alone, Sep 5, Arapahoe R – “comminuted fracture, abundant hemorrhage”
 lamgoingtoshine, Sep 6, Thistledown T – “fell, suspected shoulder fracture”
 Topsy Seagull, Sep 7, Colonial T – “trauma to ligament/musculature” (two years old)
 High Speed Chase, Sep 7, Emerald T – “blunt-force head trauma, skull fractures”
 Inhonorofowenj, Sep 7, Finger Lakes R – “collapsed and expired” (five years old)
 Nevans, Sep 8, Thistledown R – “suffered catastrophic injury in stretch”
 Conjugate, Sep 9, Arizona T – “fracture/rupture” (two years old)
 Frida Y. C., Sep 9, Horseshoe T – “compound tibial fracture” (being trained for debut)
 Texana, Sep 10, Albuquerque S – “colic”
 Azure Fire, Sep 10, Charles Town R – “fractured pastern”
 Clear the Deck, Sep 10, Saratoga T – “suffered injuries while training”
 Double Down Brown, Sep 11, Arizona T – “sudden death” (four years old)
 La Chicana, Sep 11, Sweetwater R – “fractured cannon, euthanized”
 Real Miss Prado, Sep 12, Belterra S – “chronic laminitis, euthanized” (four years old)
 Big Daddy Justice, Sep 12, Horseshoe S – “advanced spinal cord lesions” (two yrs old)
 Summer to Remember, Sep 12, Penn S – “sudden death” (five years old)
 Malibu Shore, Sep 13, Albuquerque S – “colic, died in stall [not euthanized]”
 Mr. Gordy, Sep 13, Churchill T – “jogged in am, thrashing at 3:15, expired by 3:45”
 Smokeymountainrain, Sep 13, Fair Meadows T – “multiple fractures LF”
 Goneghost, Sep 13, Fairmount R – “fell while racing: open, complete cannon fracture”
 Swaggy G, Sep 14, Belterra R – “long pastern shattered [after wire]” (very first race)
 Will Lemon Dance, Sep 14, Parx T – “injured, euthanized”
 Eyesa Red Boy, Sep 14, Will Rogers T – “flipped, trauma to skull”
 Moriah Dance, Sep 15, Belmont T – “pulled up past wire, ambulanced, euthanized”
 Open Book, Sep 15, Finger Lakes T – “[multiple] fractures”
 Bright Way, Sep 17, Albuquerque R – “sudden death on track – epistaxis”
 No Code, Sep 17, Belmont T – “collapsed and died after breezing” (three years old)
 Steprock, Sep 17, Churchill T (euth Sep 18) – “comminuted fracture, torn ligament”

Catzalionbythetale, Sep 17, Finger Lakes S – “unresolved colic” (was raced Sep 13)
 Heza Freak, Sep 17, Remington R – “[multiple] fractures, avulsion”
 Sir Smack, Sep 18, Louisiana R – “[multiple] acute fractures”
 Echosmith, Sep 18, Santa Anita T – “catastrophic scapular fracture”
 Lifetime Delight, Sep 19, Harrington R – “pulmonary hemorrhage post-race”
 No One Cares, Sep 19, Prairie R – “fractured knee”
 Nevermind, Sep 19, Red Mile R – “horse started to weaken, collapsed, expired”
 Sue B Dooo, Sep 21, Monmouth S – “LF fracture, RF P3 rotated 7 degrees”
 Bellamy Dolce, Sep 21, Monmouth T – “[multiple] fractures and ligament tears”
 Regal Jordan, Sep 21, Mountaineer S – “colic”
 Right in Tune, Sep 21, Parx R – “suffered catastrophic injury, euthanized”
 Irish Kid, Sep 21, Remington T – “compound fractures – ankle, cannon” (two years old)
 E T’s Deuces Wild, Sep 22, Penn R – “something went wrong, euthanized”
 Buckititlewave, Sep 22, Thistledown R (euth Sep 24) – “severe slab fracture”
 Ms. Kavanaugh, Sep 23, Belmont T – “suffered injury, euthanized on track”
 Palm Reader, Sep 23, Delaware R – “cervical fracture, expired on track”
 Hey Hey Dancer, Sep 23, Monmouth T – “fracture with protrusion of bone fragments”
 Euromandalorian, Sep 23, Remington T – “fractured ankle”
 Archiemyboy, Sep 24, Hawthorne R – “horse pulled up, complete fetlock collapse”
 That Big Cowboy, Sep 24, Remington R – “fractured shoulder” (two years old)
 Missionary Work, Sep 25, Mountaineer R – “fractured carpus”
 Decker, Sep 26, Arapahoe S – “laminitis with rotation and crushed dermal tissue”
 Boston Wally, Sep 27, Hawthorne T (euth Sep 28) – “displaced cannon fracture”
 Blazin Amazin, Sep 27, Keeneland T – “fell to track – sudden death” (three years old)
 Invictatatus, Sep 27, Los Alamitos S – “found down in stall – severe colitis”
 Ilikerollin, Sep 28, Albuquerque T – “sudden death on track” (four years old)
 Sapphire Royalty, Sep 28, Parx R – “suffered catastrophic injury...euthanized”
 Rocket’s Red Glare, Sep 29, Belmont R – “took a bad step, euthanized on track”
 Mr Fantasy, Sep 30, Delaware R – “fractured sesamoid”
 Imthefastkind, Sep 30, Lone Star R – “flipped in gate, trauma, euthanized”
 Legacy Slew, Sep 30, Remington R – “collapsed and died – hemorrhage from nose”
 Call Krystal, Sep 30, Remington R – “[multiple] fractures”
 Pd El Rayo, Oct 1, Albuquerque R – “[multiple] fractures”
 Johneedwnthestreet, Oct 1, Golden Gate S – “neurological” (three years old)
 Spicy Empinada, Oct 1, Gulfstream T – “racing-animal death” (two years old)
 Sour Mash, Oct 1, Penn T – “sudden death” (five years old)
 Suspect, Oct 2, Hawthorne R – “complete, compound, comminuted fracture”
 Gold Label, Oct 3, Arapahoe R – “[multiple] comminuted fetlock fractures”
 Upgrade, Oct 3, Saratoga T – “training death on track”
 My Man Georgio, Oct 4, Penn R (euth Oct 7) – “injured, vanned off, euthanized”
 Backster Ball, Oct 4, Remington T – “hit head”
 Moon Circumference, Oct 4, Turf S – “death post-pneumonia” (four years old)
 D C Hero, Oct 5, Remington R – “fractured ankle”
 River of No Return, Oct 6, Aqueduct R – “fell heavily to ground...euthanized on track”
 Sergeant Wild Bill, Oct 6, Delaware R – “broke down, fell, euthanized on track”
 No Ice Cream, Oct 6, Santa Anita T – “died spontaneously, extensive hemorrhages”
 Nic and Zoe, Oct 7, Delaware S – “laminitis”
 Rives, Oct 8, Delaware R – “fractured sesamoid”
 Moudari, Oct 8, Hawthorne R – “right carpus shattered”
 El Rey Cash, Oct 8, Lone Star R – “stumbled, skull/spine fracture, euthanized”
 Machenbank, Oct 8, Middleburg R – “broke leg, [euthanized]”

A. P. Mayday, Oct 8, Remington S – “laminitis, pleuropneumonia” (two years old)
 Magic Mamba, Oct 9, Belmont T – “sustained injury, euthanized” (two years old)
 Beyond Hello, Oct 10, Remington T – “condylar fracture”
 Vrs Famous Cartel, Oct 11, Horseshoe R – “sesamoid fracture” (two years old)
 Rockinhippiechick, Oct 11, Laurel S
 Sweet Evy Grace, Oct 11, Thistledown R – “broke down after wire”
 Grecian Admiral, Oct 12, Charles Town R – “[multiple] fractures, euthanized on track”
 Tdz Sir Sash, Oct 12, Evangeline R – “fractured sesamoid”
 Holy Justice, Oct 12, Horseshoe R – “[multiple] fractures”
 Jimtown, Oct 12, Thistledown R – “horse won and pulled up lame: cannon fracture”
 Town Square, Oct 13, Belmont T – “collision, multiple injuries, euthanized on track”
 Azaria, Oct 14, Aqueduct R – “catastrophic injury...distress...euthanized on track”
 Lucky Quarters, Oct 14, Thistledown T – “horse suffered [multiple] fractures”
 Icy Intent, Oct 15, Monmouth T – “open fracture, multiple ligament tears/ruptures”
 Bh Four Whites, Oct 16, Zia R – “[multiple] compound fractures”
 Big Sur, Oct 17, Churchill S (euth Oct 18) – “comminuted fracture”
 Dixie Speaker, Oct 17, Keeneland T – “comminuted fracture”
 Swiftwish, Oct 17, Monmouth T – “fracture, dropped ankle”
 Lillie and Nan, Oct 17, Mountaineer R – “fell...euthanized on the track”
 Officer Nick, Oct 18, Hawthorne T – “dropped dead: severe pulmonary hemorrhage”
 Ultra Rays, Oct 18, Mountaineer T – “fracture and luxation”
 Barb’s Peppermint, Oct 18, Penn T – “injured, euthanized”
 Bramble Beach, Oct 19, Presque Isle R – “sudden death” (three years old)
 Jet Blue, Oct 20, Evangeline R – “trauma [in gate]”
 Decline to Rule, Oct 20, Los Alamitos T – “[multiple] catastrophic skull fractures”
 Texas Girl, Oct 21, Delaware R – “fractured pelvis”
 Jasmines Ice, Oct 21, Evangeline R – “open, displaced fracture [in gate]”
 Hooky Player, Oct 21, Laurel R – “extreme open fractures – cannon and fetlock”
 Heaven’s Music, Oct 21, Santa Anita R – “[multiple] fractures, [multiple] ruptures”
 Diablo D Oro, Oct 22, Delaware R – “[multiple] fractures”
 Hurtgen Forest, Oct 22, Great Meadow R – “suffered fractures, euthanized on course”
 Zillah’s Cookies, Oct 23, Zia T – “hit ground, head/neck trauma” (two years old)
 U Can Do It, Oct 24, Hawthorne S – “colic [with] impaction”
 My Bad, Oct 24, Zia R – “[multiple] fractures”
 Dr Zrada, Oct 25, Penn R – “went bad, fell, euthanized”
 Companys Coming, Oct 26, Mountaineer R – “[multiple] fractures...euth on track”
 Beautiness, Oct 27, Churchill T – “severely comminuted fracture”
 Ghost Maiden, Oct 27, Delaware R – “fractured sesamoid”
 Kj Flying Spirit, Oct 27, Lone Star R – “fell in gate, trauma, died”
 January Magic, Oct 27, Los Alamitos T – “catastrophic humeral fracture”
 Runningforlongo, Oct 27, Mahoning T – “returned lame [with] displaced fracture”
 Paltarrevenge, Oct 27, Mahoning R – “sesamoid fracture” (12 years old, 91st race)
 Mason Blues, Oct 27, Plainridge R – “comminuted fracture LH”
 Boyle’s Law, Oct 28, Finger Lakes T – “fractured cannon, euthanized”
 Kershaw, Oct 28, Monmouth T – “sudden death: crushed spinal cord”
 Paddock Boss, Oct 30, Churchill R – “open fracture, torn tendons/ligaments”
 Apollitical Jet, Oct 30, Los Alamitos R – “jogged back, collapsed, died” (two years old)
 Fortheluvofbourbon, Oct 30, Parx S – “[died], unknown”
 Lode the Gold, Oct 30, Turf S – “death post-illness” (eight years old, raced 55 times)
 Mr Tres Effort, Oct 30, Zia R – “fell, unable to rise – fractured spine” (two years old)
 Keens Blood Legacy, Oct 31, Horseshoe S – unknown (raced 9 days prior)

Cabernet, Nov 1, Dayton R – “collapsed, made gurgling noises, died”
 Mountain Climber, Nov 1, Finger Lakes S – “unresolved laminitis” (two years old)
 Ambassador Jim, Nov 1, Turf T – “[multiple] fractures”
 Tuff Bird, Nov 2, Delaware S – “infection, severe cellulitis”
 Sounion, Nov 2, Mahoning R – “bad step, pulled up, euthanized”
 Player Boy, Nov 4, Laurel T – “complete fracture with fragmentation” (two years old)
 Angel’s Entry, Nov 4, Mahoning S – “hit head, blood in ears, pooling from nostrils”
 Maybe Utah, Nov 4, Will Rogers S – “[found] dead in stall” (five years old)
 Stone Courageous, Nov 5, Laurel T – “[multiple] fractures, joint/ligament damage”
 Song for Someone, Nov 5, Montpelier R – “within 30 seconds he was expiring”
 Steels All In, Nov 5, Turf S – “pneumonia” (three years old)
 Snowin’ On Raton, Nov 5, Zia T – “broken cannon” (two years old)
 Hoosier Gold Case, Nov 6, Hawthorne R – “[multiple] fractures and torn ligaments”
 Bella Lino, Nov 7, Parx T – “injured, euthanized”
 Along, Nov 7, Saratoga S – “euthanized after being hospitalized three weeks”
 Angel Israel, Nov 9, Lone Star T – “[multiple] comminuted fractures, euthanized”
 Anastasia Nero, Nov 9, Northfield R – “[bleeding from both nostrils], right ear”
 Towering Orbit, Nov 10, Aqueduct R – “pulled up, vanned off, [euthanized]”
 Orange Fizz, Nov 10, Charles Town T – “fractured shoulder”
 Junellia, Nov 10, Churchill T – “compound, comminuted fracture; extensive tearing”
 Kazuhiko, Nov 11, Del Mar R – “sudden death: severe hemorrhages, both lungs”
 La Hermosa, Nov 11, Turf T – “head/brain trauma” (two years old)
 Cajun Commander, Nov 12, Aqueduct R – “injured, vanned off, euthanized”
 Lady Baron, Nov 12, Churchill S – “arterial rupture, hemorrhaging from both nostrils”
 Sunny Spirit, Nov 12, Laurel R – “[multiple] complete, comminuted pelvic fractures”
 Quirt, Nov 13, Del Mar S – “acute abdominal crisis, very painful”
 Coast of Roan, Nov 13, Del Mar R – “collapsed and died: arterial rupture”
 Gemmy Be Good, Nov 13, Laurel T – “right pelvis shattered into multiple pieces”
 Till Then, Nov 13, Mountaineer R – “took bad step...euthanized on track”
 Devilish Tail, Nov 13, Mountaineer R – “fractured scapula”
 Df Fabulous Scout, Nov 13, Zia R – “comminuted fracture” (second race in nine days)
 Golani Brigade, Nov 14, Finger Lakes R – “in distress...euthanized on track”
 Open Says Me, Nov 14, Parx T – “injured, euthanized”
 Ghost Dance, Nov 14, Yonkers R – “collapsed after race – dead on arrival”
 Sebastian’s Boy, Nov 15, Turf S – “laminitis” (four years old)
 Trinity Titoli, Nov 16, Finger Lakes R – “in distress...euthanized on track”
 Dub Town, Nov 16, Golden Gate S – “abdominal aortic rupture – bled out”
 Unmarked Money, Nov 16, Parx T – “injured, euthanized”
 Thewheelsonthebus, Nov 17, Finger Lakes T – “fractured shoulder” (two years old)
 Noble Home, Nov 17, Laurel T – “shattered LF pastern”
 North Caucasus, Nov 18, Gulfstream R – “vanned off, [euthanized]”
 Wherestheparty, Nov 18, Laurel S – “diffuse hemorrhage in throatlatch region”
 Purchase Point, Nov 18, Mahoning S – “colic yesterday, found deceased [today]”
 Stormy Lass, Nov 19, Aqueduct R – “collapsed and died after wire” (two years old)
 Granny Makes Cents, Nov 19, Palm Meadows T – “racing-animal death”
 Majestic Sam, Nov 19, Santa Anita T – “[multiple] fractures and ruptures”
 Tommys Diamond, Nov 19, Zia R – “fell: RF fracture”
 Biondi, Nov 20, Aqueduct R – “eased, pulled up, vanned off, [euthanized]”
 lamcuziwannab, Nov 20, Saratoga Harness S – “euthanized in stall”
 Revana, Nov 20, Zia T – “fell: fractured radius and ulna”
 Apollitical Papa, Nov 20, Zia R (died Nov 27) – “[in gate]: broken tooth, laceration”

Pistachio Princess, Nov 21, Los Alamitos T – “found dead” (four years old)
 Practical Kitty, Nov 22, Charles Town T – “collision”
 U Know I B Lion, Nov 23, Charles Town R – “sudden death post-race”
 Maximum Momentum, Nov 25, Evangeline R – “[multiple] displaced fractures”
 Cyclone Slew, Nov 25, Golden Gate R – “multiple severe fractures/ruptures”
 Vicious Rumor, Nov 25, Horseshoe S – “colic” (two years old, raced three days prior)
 Midnight Parade, Nov 25, Penn R – “sudden death” (two years old)
 Lippy, Nov 25, Turf R – “[multiple] fractures”
 Must Be the Money, Nov 26, Churchill R – “[multiple] fractures, skin protrusion”
 Luck of the Stars, Nov 26, Delta R – “[multiple] open, compound fractures”
 Buttered Noodles, Nov 26, Turf R (euth Nov 28) – “fractured fetlock”
 VA Prolific, Nov 27, Zia R – “fell, paralysis – fractured spine”
 yet-to-be-named 2-year-old, Nov 28, Golden Gate S – “congestive heart failure”
 Just Stuff It, Nov 28, Parx S – “[died], unknown”
 Air On Fire, Nov 28, Pimlico T – “complete, comminuted sesamoid fracture”
 Sharp Missile, Nov 29, Charles Town T – “fractured shoulder” (two years old)
 Its a Sunny Sunday, Nov 29, Oaklawn T – “open, comminuted fracture – euthanized on track”
 Lecter, Nov 29, Parx T – “injured, euthanized” (two years old)
 Love’s Medalist, Nov 29, Parx T – “injured, euthanized” (two years old)
 Relentless Ruby, Nov 29, Parx R (euth Nov 30) – “[injured], euthanized”
 Verrazano Bridge, Nov 30, Parx R – “injured, vanned off, euthanized”
 Anytimeallthetime, Nov 30, Turfway R – “horse fell violently: trauma to head/neck”
 Cairo Memories, late Nov, unidentified Kentucky facility S – “pleuritis, laminitis”
 Star Syzygy, Dec 1, Fair Grounds R – “multiple fractures”
 Conquest Cobra, Dec 1, Turf S – “infected hock” (10 years old, raced 69 times)
 Runaway Web, Dec 2, Evangeline R – “acute fracture”
 Downtowner, Dec 3, Delta R – “ruptured suspensory ligament”
 Javelina Cantina, Dec 3, Los Alamitos R – “collapsed and died walking back to barn”
 Black Coffee Blues, Dec 5, Belmont T – “collided with another horse” (two years old)
 Arrivederci, Dec 5, Parx R – “injured, vanned off, euthanized”
 Evey’s Candy, Dec 5, Parx R – “injured, vanned off, euthanized”
 Beautiful Lavender, Dec 6, Golden Gate S – “aortic endocarditis, multiple septic joints”
 Midnight Mistress, Dec 6, Oaklawn S – “collapsed and died in stall” (three years old)
 Isadorable Aida, Dec 7, Palm Meadows T – “racing-animal death” (raced 44 times)
 James Cartel, Dec 7, Zia R – “fractures, laceration, pulmonary hemorrhage”
 Nice Legs, Dec 9, Evangeline R – “[multiple] comminuted fractures”
 Khozie’s Ghost, Dec 9, Hawthorne R (euth Dec 14) – “comminuted vertebral fracture”
 Js Mortgage Breaker, Dec 9, Lone Star R – “[multiple] fractures, euthanized”
 Mercys Bling, Dec 9, Lone Star R – “fell, trauma, paralysis, euthanized”
 Ninth Hour, Dec 10, Aqueduct R – “suffered significant injury, [euthanized]”
 Thomas Davis, Dec 10, Fair Grounds R – “LF fracture” (two years old, first race)
 P L Idaho, Dec 10, Freehold R – “pulmonary hemorrhage, copious amounts of blood”
 Sugar Girl, Dec 10, Los Alamitos R – “[multiple – *at least nine*] rib fractures”
 Time for Ta Kela, Dec 10, Oaklawn S – “found unstable, collapsed, died” (two years old)
 Foolish Heart, Dec 10, Tampa Bay R (euth Dec 13) – “comminuted knee fracture”
 Outta Debt, Dec 11, Zia R – “[multiple] fractures, disarticulation”
 Boo Thang, Dec 12, Northfield S – “collapsed in stall, large colon twist, euthanized”
 Autumn Touch, Dec 12, Zia R – “grade III lame, euthanized”
 Distortedatthebar, Dec 14, Mountaineer R – “took a bad fall, euthanized on the track”
 Siberian, Dec 14, Penn R – “broke down on the turn”
 Aspen Wonder, Dec 14, Remington R – “compound cannon fracture” (two years old)

Impeaching, Dec 14, Zia T – “[multiple] comminuted fractures”
Queen Bridget, Dec 15, Remington R – “[multiple] fractures”
First Down Icon, Dec 15, Turf R – “spine fracture” (two years old)
Special Forces, Dec 16, Oaklawn T – “[multiple] fractures; open, comminuted cannon”
Party Town, Dec 16, Santa Anita S – “colic” (trained six days before)
Sweet Dreams Lucia, Dec 17, Mahoning S – “open abscess in fetlock, euthanized”
Wall, Dec 18, Laurel R – “fetlock completely dropped, sesamoid fractured in 3 parts”
Birdnote, Dec 19, Gulfstream T – “racing-animal death”
Private Sector, Dec 19, Parx R – “injured, euthanized”
Parsimony, Dec 20, Parx T – “sudden death” (six years old)
Point of an Affair, Dec 21, Charles Town T – “condylar fracture”
Kimberly Frances, Dec 21, Hawthorne T (euth Dec 22) – “fracture, hemorrhage”
Deeply Twisted, Dec 21, Parx T – “injured, euthanized” (two years old)
Red Bottom Rebel, Dec 21, Turf R – “carpus fracture”
Dallas Volunteer, Dec 22, Oaklawn T – “[multiple] fractures”
Stay Holy, Dec 23, Turf S – “neurological” (two years old)
Bridlewoodmischief, Dec 26, Gulfstream T – “broken stifle” (two years old)
Sharinasfirstkiss, Dec 28, Mahoning T – “multiple displaced fractures”
Stone Cold Gold, Dec 28, Sunland T – “dead” (two years old, being prepped for debut)
Tapizearance, Dec 29, Aqueduct R – “injured, vanned off, euthanized”
Martinez, Dec 29, Belmont S – “laminitis [for] four days, euthanized”
Escape Fund, Dec 30, Laurel T – “both LF sesamoids fractured badly”
Golden Joy, Dec 30, Oaklawn S – “found dead – chronic gastric ulcers, displaced spleen”
Divine Hope, Dec 30, Oaklawn R (euth Jan 1) – “condylar fracture”
Girls Love Me, Dec 31, Laurel R (euth Jan 29) – “complications post-surgery”
Famous Miss Kitty, Dec 31, Los Alamitos R – “[multiple] fractures/ruptures”

The Killing Fields: Dead Racehorses at the Various Tracks (917)

Arizona

Arizona Downs: 14 dead racehorses

Rillito Park: 7 dead racehorses

Turf Paradise: 43 dead racehorses

Santa Cruz: 1 dead racehorse

Arkansas

Oaklawn Park: 14 dead racehorses

California

Del Mar: 7 dead racehorses

Golden Gate Fields: 15 dead racehorses

Los Alamitos Race Course: 20 dead racehorses

Santa Anita Park: 14 dead racehorses

Sacramento: 2 dead racehorses

San Luis Rey: 1 dead racehorse

Cal Expo: 2 dead racehorses

Pleasanton: 3 dead racehorses

Colorado

Arapahoe Park: 11 dead racehorses

Delaware

Delaware Park: 18 dead racehorses

Harrington Raceway: 2 dead racehorses

Florida

Gulfstream Park: 25 dead racehorses

Tampa Bay Downs: 10 dead racehorses

Palm Meadows Training Facility: 4 dead racehorses

Pompano Park: 1 dead racehorse

Ocala (Breeze Show): 1 dead racehorse

Idaho

Cassia Fair: 1 dead racehorse

Illinois

Fairmount Park: 6 dead racehorses

Hawthorne Race Course: 10 dead racehorses

Indiana

Horseshoe: 17 dead racehorses

Hoosier Park: 3 dead racehorses

Iowa

Prairie Meadows: 17 dead racehorses

Kentucky

Churchill Downs: 28 dead racehorses

Ellis Park: 2 dead racehorses

Keeneland: 14 dead racehorses

Turfway Park: 8 dead racehorses

Red Mile: 1 dead racehorse

WinStar Farm: 1 dead racehorse

unidentified facility: 1 dead racehorse

Louisiana

Delta Downs: 9 dead racehorses

Evangeline Downs: 14 dead racehorses

Fair Grounds: 9 dead racehorses

Louisiana Downs: 14 dead racehorses

Maine

Cumberland Fair: 1 dead racehorse

Maryland

Laurel Park: 22 dead racehorses

Pimlico Race Course: 4 dead racehorses

Timonium: 1 dead racehorse

Massachusetts

Plainridge Park: 3 dead racehorses

Minnesota

Canterbury Park: 5 dead racehorses

Montana

Great Falls: 2 dead racehorses

Miles City: 2 dead racehorses

Nebraska

Fonner Park: 8 dead racehorses

New Jersey

Monmouth Park: 24 dead racehorses

Freehold Raceway: 1 dead racehorse

Meadowlands: 4 dead racehorses

New Mexico

Albuquerque: 8 dead racehorses

Ruidoso Downs: 21 dead racehorses

Sunland Park: 21 dead racehorses

Sunray Park: 2 dead racehorse

Zia Park: 14 dead racehorses

New York

Aqueduct Racetrack: 15 dead racehorses

Belmont Park: 42 dead racehorses

Finger Lakes Racetrack: 16 dead racehorses

Saratoga Race Course: 15 dead racehorses

Buffalo Raceway: 1 dead racehorse

Saratoga Harness: 5 dead racehorses

Tioga Downs: 2 dead racehorses

Vernon Downs: 2 dead racehorses

Yonkers Raceway: 1 dead racehorse

North Carolina

Charlotte (Queen's Cup): 1 dead racehorse

Ohio

Belterra Park: 11 dead racehorses

Mahoning Valley: 20 dead racehorses

Thistledown: 21 dead racehorses

Dayton Raceway: 1 dead racehorse

Miami Valley: 2 dead racehorses

Northfield Park: 13 dead racehorses

Scioto Downs: 1 dead racehorse

Oklahoma

Fair Meadows: 5 dead racehorses

Remington Park: 29 dead racehorses

Will Rogers Downs: 7 dead racehorses

Oregon

Grants Pass: 1 dead racehorse

Pennsylvania

Parx Racing: 50 dead racehorses

Penn National: 20 dead racehorses

Presque Isle Downs: 3 dead racehorses

Harrah's Philadelphia: 1 dead racehorse

Meadows: 2 dead racehorses

Pocono: 2 dead racehorses

South Carolina

Camden (steeplechase): 1 dead racehorse

Texas

Lone Star Park: 12 dead racehorses

Retama Park: 2 dead racehorses

Sam Houston Park: 6 dead racehorses

Texas clinic: 1 dead racehorse

Virginia

Colonial Downs: 5 dead racehorses

Great Meadow: 1 dead racehorse

Middleburg: 1 dead racehorse

Montpelier: 1 dead racehorse

Washington

Emerald Downs: 7 dead racehorses

West Virginia

Charles Town Races: 49 dead racehorses

Mountaineer Racetrack: 19 dead racehorses

Wyoming

Energy Downs: 2 dead racehorses

Sweetwater Downs: 1 dead racehorse

Wyoming Downs: 7 dead racehorses

Sources:

Arizona Department of Gaming

California Horse Racing Board

Colorado Department of Revenue

Delaware Racing Commission

Florida Department of Business and Professional Regulation

Idaho Racing Commission

Illinois Racing Board

Indiana Horse Racing Commission

Iowa Racing and Gaming Commission

Louisiana Racing Commission

Maine Department of Agriculture

Maryland Racing Commission

Massachusetts Gaming Commission
Michigan Gaming Control Board
Minnesota Racing Commission
Montana Department of Commerce
Nebraska State Racing Commission
Nevada Gaming Control Board
New Jersey Racing Commission
New Mexico Racing Commission
New York State Gaming Commission
North Dakota Racing Commission
Ohio State Racing Commission
Oklahoma Horse Racing Commission
Oregon Racing Commission
Pennsylvania Department of Agriculture
Texas Racing Commission
Virginia Racing Commission
Washington Horse Racing Commission
West Virginia Racing Commission
Wyoming Pari-Mutuel Commission
Equibase
The Jockey Club
National Steeplechase Association
Press
Track Officials

Every effort has been made to ensure the accuracy of this list. That said, my information is only as good as the information I receive. If it can be proved that a horse appears in error, I will dutifully remove.

Patrick Battuello

Elizabeth Doiron

From: Linda K <tigerlily0919@hotmail.com>
Sent: Monday, July 22, 2024 11:37 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Proposed race track

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.

Good morning Elizabeth,

I wish to go on record in opposing the race track being planned for 827 Green Street for several reasons.

First reason is this is on wetlands. I understand that with GAAMHA there that there is already some livestock on premises but this race track will add so much more along with waste and pesticides and fertilizer etc. Sources for the city's drinking is just too close. I am not comfortable with Baystate Racing stating they will deal with any environmental infractions found by any organization investigating the premises AFTER the purchase has gone through. This should be done BEFORE the sale is approved.

Second reason is the increased traffic on Rte 140. It is well known the intersection of there and Green Street is dangerous at best. I live on Stone Street and most times I take Kelton Street to connect to Green Street because that intersection is so bad.

Third reason is I don't like Baystate telling the citizens of this city that they will give \$500k each year. It sounds like a lot at first but that would hardly cover 2 new firefighters, emt's etc.

Fourth reason is that in my opinion this type of racing is abuse. I have read too many articles about this. I know many people in the horse world and claims that these animals are treated like our pets just does not fly. When these poor animals are no longer profitable ugly things happen to them.

Fifth reason is I just don't think this is the kind of business we want to attract to our area. I do not want an inroads for gambling due to this proposal.

Lastly I am not comfortable with the fact that if Baystate Racing does purchase this property and they decide they no longer want to be there they can sell the property to any business venture with no thought of how it might affect the citizens of this city.

Thank you for your time and allowing me to state my concerns.

Respectfully,

Linda Kachinsky

Get Outlook for Android

RECEIVED
CITY CLERK'S OFFICE
GARDNER, MA
2024 JUL 22 PM 12:23

Elizabeth Doiron

From: Nicholas LaPointe <nlapointe8216@gmail.com>
Sent: Monday, July 22, 2024 7:48 AM
To: Elizabeth Doiron
Subject: [EXTERNAL] Comment submission for 07/23 City Council public hearing

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.

Regarding item 11317 - "A Vote to determine if a track of land located at 827 Green Street, be approved as the location of a running horse racing track where race meetings laid out and conducted by licensees under M.G.L c. 128A will be held or conducted"

While it is true that some risks in horse racing can be reduced (and I note that the Petitioner asserts that they will work towards this goal), the sport intrinsically maintains a higher level of risk compared to other equine activities.

It is my firm belief that the benefits of racing, chiefly entertainment, are far outweighed by the harms of it. As such, in the interest of the horse's welfare, I respectfully urge the Council to vote "no" on the pending question.

Thank you,

Nicholas LaPointe
89 Cross St.
Gardner, MA 01440

RECEIVED
2024 JUL 22 PM 12:23
CITY CLERK'S OFFICE
GARDNER, MA

Elizabeth Doiron

From: Travis Condon <tcondon@northcentralmass.com>
Sent: Monday, July 22, 2024 3:59 PM
To: Mayor
Cc: Roy Nascimento; Elizabeth Kazinskas; David Thibault-Muñoz; Dana Heath; Paul Tassone; Karen G. Hardern; Alek Dernalowicz; Calvin Brooks; Craig Cormier; Brad E. Heglin; Judy Mack; George Tyros; Rachel Roberts (Mayor's Office); Katharine Jablonski; Elizabeth Doiron
Subject: [EXTERNAL] NCMCC and VNCM Bay State Racing Comments for July 23 Meeting
Attachments: NCMCC and VNCM Bay State Racing Letter of Support.pdf

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.

Good Afternoon Mayor Nicholson and City Councilors,

Please see the attached letter of support from the North Central Massachusetts Chamber of Commerce and our tourism affiliate, Visit North Central Massachusetts, in favor of the proposed Bay State Racing LLC. equestrian center and live thoroughbred racetrack ahead of tomorrow night's Gardner City Council Meeting. We urge your support for this important project from both a regional economic development and tourism standpoint.

Thank You,

Travis Condon
Public Affairs Manager
Phone: 978.353.7600 ext. 224
Email: tcondon@northcentralmass.com
North Central Massachusetts Chamber of Commerce
Visit North Central Massachusetts
North Central Massachusetts Development Corporation

RECEIVED
CITY OF GARDNER'S OFFICE
2024 JUL 22 PM 5:04
GARDNER, MA



This electronic transmission, including all the attachments, from the North Central Massachusetts Chamber of Commerce, is for the exclusive use of the addressee named herein. Disclosure, copying, distribution, or use of the contents of the material transmitted by persons other than the intended recipient is prohibited. If you have received this electronic transmission in error, please notify by reply email and delete the original transmission.

North Central MASSACHUSETTS

CHAMBER OF COMMERCE

RECEIVED
2024 JUL 22 PM 5:04
CITY CLERK'S OFFICE
GARDNER, MA

July 22, 2024

Mayor Michael Nicholson
Gardner City Council
City Hall
95 Pleasant St
Gardner, MA 01440
Via email

Dear Mayor Nicholson and City Councilors:

On behalf of The North Central Massachusetts Chamber of Commerce and our tourism affiliate, Visit North Central Massachusetts, I am writing in support of the proposed equestrian center and live thoroughbred racetrack. This is an important economic development project that will create construction jobs, permanent jobs, and direct and indirect economic activity in the City and surrounding region during the festival racing periods.

We believe the festival racing concept of this project can intersect well with some of the other visitor and tourist activities in North Central Massachusetts. We see great visitor opportunities for those attending festival racing, and aligning this with other attractions and activities the region has to offer will generate economic activity and help advance our small businesses. There is a significant domino effect here that will have a far-reaching economic impact.

We should be embracing new private investment in North Central Massachusetts. This project is well thought out, with minimal impact to residents or neighborhoods. Yet, the reach of its economic impact is significant: new revenue to the City of Gardner, helping hoteliers, restaurants, shops and small businesses in the region. The equine industry and family farming contributes thousands of jobs in Massachusetts for breeding, racing, and sporting events. There are also important agricultural economic impacts with this proposal. This, coupled with a sports book in the region (in another community per the host community agreement), will lead to more than \$40 million in private investment in the North Central MA region and will well align with other economic activities.

We urge your support for this important regional economic development project.

Sincerely,



Roy Nascimento, IOM, CCE
President and CEO

Elizabeth Doiron

From: HRStates <hrstates@me.com>
Sent: Wednesday, July 24, 2024 4:26 PM
To: Elizabeth Doiron
Cc: HRStates
Subject: [EXTERNAL] Written Testimony re: Baystate Racing
Attachments: THE LLCs.docx; Baystate - MGC Correspondence and qualifiers 2023-2024.pdf

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.

Elizabeth Doiron:

Please accept this email and the attached as a written submission to be added to the July 23, 2024 Public Hearing documentation regarding Baystate Racing LLC.

Attached are two documents related to various corporate structures, investors, and Mass Gaming Commission "Qualifiers" for a Sports Wagering License.

There was much confusion last night regarding who is involved in Baystate Racing and what relationship there is between Baystate and prior applications for racing in Massachusetts.

The first, entitled "THE LLCs", attempts to list all corporations and individuals involved in or investing in the various corporations. This is not an exhaustive list. Merely an attempt to summarize the publicly available information.

The second is an attachment to the "LLCs" listing. This included documents and correspondence provided to the Massachusetts Gaming Commission by Baystate or on its behalf.

Thank you for your assistance. Please feel free to contact me with any questions you may have.

Barbara Kellogg

**SPECIAL MEETING OF JULY 31, 2024**

Special Meeting of the City Council was held in the City Council Chamber, Room 219, City Hall, on Wednesday evening, July 31, 2024.

CALL TO ORDER

Council President Elizabeth Kazinskas called the meeting to order at 6:30 o'clock p.m.

ATTENDANCE

Assistant City Clerk Elizabeth Doiron called the Roll of Members. Ten (10) Councillors present were present including President Elizabeth Kazinskas and Councillors Calvin Brooks, Craig Cormier, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, Paul Tassone, David Thibault-Muñoz and George Tyros; Councillor Aleksander Dernalowicz was absent.

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.

Paul DeMeo, 9 Willis Road, Gardner, MA, announced he was recording the meeting.

11335 – An Open Meeting Law Complaint Filed by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Councillor George Tyros read out loud for the record the complaint on file. He also stated that this is not a valid complaint. The business held in the chamber was clear, concise, and efficient, and the overflow room was adequate. Residents were able to watch the meeting live. This seems like a matter of difference of opinion and not a violation of open meeting law.

Motion made by Councillor Judy Mack, seconded by Councillor Dana Heath to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.



SPECIAL MEETING OF JULY 31, 2024

10 yeas, the motion passes.

11336 – An Open Meeting Law Complaint Filed on behalf of David Hilman by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor Craig Cormier to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11337 – An Open Meeting Law Complaint Filed on behalf of Lauren Peabody by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor George Tyros to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11338 – An Open Meeting Law Complaint Filed on behalf of Kimberly Blake by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor Calvin Brooks to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11339 – An Open Meeting Law Complaint Filed on behalf of Debra Moore Alie by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor Paul Tassone to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

SPECIAL MEETING OF JULY 31, 2024

11340 – An Open Meeting Law Complaint Filed on behalf of Judy Tysinger by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor Karen Hardern to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11341 – An Open Meeting Law Complaint Filed on behalf of Stephanie Orlow by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Judy Mack, seconded by Councillor George Tyros to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11342 – An Open Meeting Law Complaint Filed on behalf of Ernestina Duda by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Dana Heath to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11343– An Open Meeting Law Complaint Filed on behalf of Laurie Meagher by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Karen Hardern to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

SPECIAL MEETING OF JULY 31, 2024

11344 – An Open Meeting Law Complaint Filed on behalf of Darlene Halfrey by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Dana Heath to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11345 – An Open Meeting Law Complaint Filed on behalf of Mary Marsh by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Craig Cormier to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11346 – An Open Meeting Law Complaint Filed on behalf of Eleanor Gamarsh by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor George Tyros to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

11347 – An Open Meeting Law Complaint Filed on behalf of Kayla Halfrey by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Judy Mack to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.



SPECIAL MEETING OF JULY 31, 2024

11348 – An Open Meeting Law Complaint Filed on behalf of Janna McPherson by Paul DeMeo Regarding the July 1, 2024 City Council Meeting.

Motion made by Councillor Paul Tassone, seconded by Councillor Dana Heath to allow the Law Department to respond to the complaint on behalf of the City Council with the proposed response provided in the City Council packet.

10 yeas, the motion passes.

Adjournment

Motion made by Councillor George Tyros, seconded by Councillor Calvin Brooks to adjourn. The Special Meeting concluded at 6:47 p.m.

10 yeas, the motion passes.

Accepted by the City Council:

SPECIAL MEETING OF JULY 31, 2024

Proposed response from the Law Department for items #11335, 11336, 11337, 11338, 11339, 11340, 11341, 11342, 11343, 11344, 11345, 11346, 11347, and 11347:

DATE

VIA ELECTRONIC MAIL

RE: Open Meeting Law Complaints dated 7/15/2024 regarding the July 1, 2024, City Council Meeting Reply

Dear _____,

The city has received fourteen (14) Open Meeting Law complaints including your Open Meeting Law Complaint served on July 15, 2024. Whereas the deadline to respond to your Complaint is August 2, 2024, this response to your Complaint is timely. The Complaints all present two (2) issues.

The first issue is whether the Open Meeting law was violated by the city's use of an overflow room. The city determined it needed to prepare for a larger crowd. Once this determination was made, Attorney General Determination Letters were reviewed as guidance. Two options were presented. First, was to locate the public meeting in Perry Auditorium. Alternatively, the second option was to use Perry Auditorium as a location to accommodate an overflow crowd. City personnel conferred about these options, and it was decided Perry Auditorium would be used as an overflow room. We respect the fact that reasonable minds may differ on this decision, however, the use of the overflow room has been approved by the Attorney General. For these reasons, it is respectfully suggested that the use of a second room to accommodate a large crowd does not violate the Open Meeting Law.

Secondly, the Complaints raise an issue with the quality of the audio in the Perry Auditorium. The city respectfully disagrees with the assertion that the audio was poor. Staff were assigned to assess and set up audio and visual equipment prior to the meeting. The equipment was tested to ensure it would perform as expected, permitting those attending to hear and see the meeting. The equipment did perform when tested before the meeting by producing a clear audio signal. In addition, additional city staff were present during the meeting to assist members of the public to ensure they would be able to participate in the Public Meeting. After the meeting ended, city personnel who attended the meeting in Perry Auditorium reported that its content was clear and that the speakers were able to be understood. The first time a complaint was received by the city was when the public hearing was posted for the vote on the underlying matter.

SPECIAL MEETING OF JULY 31, 2024

The number of complaints received by the city in connection with this matter was concerning as we have had a public hearing scheduled on July 23, 2024, and the overflow room was set up in a similar manner. However, the city has taken additional steps to confirm compliance with the requirements of the Open Meeting Law by ensuring the audio-visual equipment in Perry Auditorium will allow those in attendance to both see and hear the meeting. This included retesting the equipment, adding a test at the beginning of the meeting, having city employees monitor the quality of the audio, have the same people reporting to the Council and suspending the meeting when technical difficulties occurred. Finally, the July 23, 2024, meeting in Perry Auditorium was recorded. To listen to the recording of the July 23, 2024 meeting please use this link <https://drive.google.com/drive/folders/1SIzP1boCAWabTA4tz2E6rkedN2caiAZ-?usp=sharing>. It is respectfully suggested that this recording exemplifies the experience that attendees had in Perry Auditorium on July 1, 2024.

It is for these reasons that the meeting of July 1, 2024, did not violate the Open Meeting Law.

Very truly yours,

Cc: Michael Nicholson, Mayor
Titi Siriphan, City Clerk
Elizabeth Doiron, Assistant City Clerk
Commonwealth of Massachusetts Attorney General's Office
Elizabeth Kazinskas, City Council President



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 26, 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 Certification of Valuations Changes and Qualified Comparable Sales – LA3

Dear Madam President and Councilors,

Following the close of the Fiscal Year, the City Assessor's Office conducts a statutorily required review of the change in valuations of different classifications of properties based on certain qualifying arms-length transactions that took place in the real estate market two (2) years prior.

The certified valuation changes based on these sales provided the following changes:

Single Family Residential (101): +5.02%

Condominium (102): +11.99%

Mobile Home (103) and Multiple Houses on one property (109): +11.90%

Two Family (104): +8.47%

Three Family (105): +28.51%

4 to 8 Units (111), More than 8 Units (112): +19.77%

Developable Land (130), Potentially Developable Land (131), and Undeveloped Land (132):
+4.65%

The certified report and the certified qualifying sales are attached to this correspondence for your information.

This is the first part of the process of eventually setting the City's tax rate for the current fiscal year. The subsequent steps include the certification of values (LA4) and the certification of new growth (LA13), leading up to the submission of the City's Tax Recapitulation Sheet and the vote of the Council to set the classification of taxation for the fiscal year.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Certification Valuation Summary Sheet - Fiscal Year 2025

Non Time-Trended Sales

Average Proposed Value of Valid Sales

| Class Analyzed | 101 | 102 | 103, 109 | 104 | 105 | 111-112 | 130-132 |
|-----------------------------|---------|---------|----------|---------|---------|---------|---------|
| Sample Size | 138 | 27 | 5 | 16 | 20 | 17 | 2 |
| Average Proposed Assessment | 337,554 | 217,948 | 272,660 | 286,306 | 418,790 | 485,512 | 78,450 |
| Average Sale Price | 357,757 | 231,839 | 280,700 | 303,181 | 444,125 | 535,876 | 82,500 |
| Agg Ratio | 0.94 | 0.94 | 0.97 | 0.94 | 0.94 | 0.91 | 0.95 |

Note: Low median aggregate ratios (Agg Ratio row) may indicate low assessments on the highest valued properties in that class.

Average Proposed Value of All Sales FY 2024 Vs FY 2025

| Class Analyzed | 101 | 102 | 103, 109 | 104 | 105 | 111-112 | 130-132 |
|-----------------------------|---------|---------|----------|---------|---------|---------|---------|
| Sample Size | 180 | 33 | 9 | 30 | 21 | 23 | 21 |
| Average Proposed Assessment | 337,272 | 211,942 | 333,522 | 294,893 | 421,943 | 457,635 | 32,152 |
| Average Assessment | 321,135 | 189,258 | 298,056 | 271,877 | 328,324 | 382,091 | 30,724 |
| Agg % change | 5.02 | 11.99 | 11.90 | 8.47 | 28.51 | 19.77 | 4.65 |

Aggregate percent change (Agg % Change row) for **all sales** should be compared to the average percent change for **arms-length** sales in that class.

* The above statistics excludes any change in the value of more than 50.00% and the following excluded NAL codes { 'D', 'O', 'P', 'G', 'M', 'R' } (non-legacy) and { 'O', 'P', 'R' } (for legacy).

These statistics may be used only to approximate the revaluation effect on the values since any changes due to building improvements, class changes, subdivisions, etc. have not been specifically identified.

| | |
|---------------------------------|--------------------------------|
| Approved By: Mary Oliver | Approved On: 06/21/2024 |
|---------------------------------|--------------------------------|

MassDOR - Massachusetts Department of Revenue
Division of Local Services
Sales Report

Table with columns: Jur Code, Sale Date, Parcel Id, Seller, Buyer, St Num, St Alpha, St Name, Current Yr Use Code, Current Yr NAL Code, Sale Price, Prior Assessed Value, Current Assessed Value, TT Sales, Current Yr ASR, Current Yr AV/TP, TA Flag, Outlier, Appraisal or Sale, Comment, Location Id. The table contains multiple rows of real estate transaction data.

| | | | | | | | | | | | |
|-----|----------------------------|--|--|-----|-----------|-----------|-----------|-----------|------|------|---|
| 103 | 4/6/2023 R22 2 22 | ALVARADO GILBERTO | AVERY LAWRENCE J R | 82 | 25000 | 25000 | 357000 | 423500 | 0.84 | 0.84 | M 158039 927319 |
| 103 | 4/7/2023 M2 24 25 | APEX ACQUISITIONS LLC | GOMEZ EDWIN AMILCAR | 111 | 490000 | 388200 | 460600 | 490000 | 0.94 | 0.94 | M 160483 924537 |
| 103 | 4/7/2023 M2 25 22 | GREVEAU JOHN A | GAUVINENI ANSHI | 45 | 230000 | 240900 | 193300 | 220000 | 0.87 | 0.87 | M 159713 924699 |
| 103 | 4/7/2023 M2 1 100 15 02 | PAQUET KEITH | MCCONE TIMOTHY JR | 71 | 235000 | 199600 | 227100 | 230000 | 0.97 | 0.97 | M 159236 925297 |
| 103 | 4/7/2023 R22_24_9_ | FORTUNATA LLC | IEOB LLC | 394 | | | | | | | |
| 103 | 4/11/2023 W12 17 7 | HEWETT MEGHAN A and MATTHEW B | MORAN DEONNA | 28 | 325000 | 269100 | 280500 | 325000 | 0.86 | 0.86 | M 160411 925457 |
| 103 | 4/11/2023 X17 2 100 05 04 | DIGMAN LAURENCE P and LYNN E | FERNANDES LIVIA MARTINS DE LIMA | 29 | 220000 | 177600 | 190100 | 220000 | 0.91 | 0.91 | M 161383 922239 |
| 103 | 4/11/2023 R22 16 29 | LOGAN STREET LLC | CENTRAL CITY PROPERTIES LLC | 193 | 230000 | 280700 | 299200 | 230000 | 1.30 | 1.30 | M 163294 924144 |
| 103 | 4/12/2023 R27 23 10 | ALBERT BARBER | ALVAREZ MARCO | 125 | 510000 | 470100 | 470000 | 510000 | 1.02 | 1.02 | M 160395 924699 |
| 103 | 4/13/2023 W12 24 6 | NONNI JULIE | MINNEZI CYNTHIA | 101 | 330000 | 344500 | 367800 | 330000 | 1.11 | 1.11 | M 158628 921113 |
| 103 | 4/14/2023 M22 16 26_ | COLLINS RICHARD P | M3 INNOVATIONS INC | 190 | 165000 | 270300 | 367100 | 165000 | 2.22 | 2.22 | M 154155 928287 |
| 103 | 4/15/2023 C37 5 138 | FOURIER L and THERESA E | BUSHEE JOHN W | 139 | 450000 | 408200 | 466600 | 450000 | 1.02 | 1.02 | PERMITS AFTER SALE - FLIP |
| 103 | 4/20/2023 R22 16 14_ | SCRIBNER PROPERTIES, LLC | BAPTISTE MACKENZIE | 341 | 305000 | 277800 | 290000 | 305000 | 0.96 | 0.96 | M 155695 925840 |
| 103 | 4/21/2023 C37 4 13_ | VENTOIERI MARK A | M3 INNOVATIONS INC | 193 | 110000 | 267700 | 332300 | 110000 | 3.02 | 3.02 | PERMITS AFTER SALE - FLIP |
| 103 | 4/21/2023 R22 8 11 | LEGER THERESA R and C A NAHAM | STASHYN DONNA LEE | 32 | 325000 | 265300 | 284500 | 325000 | 0.88 | 0.88 | M 160304 924858 |
| 103 | 4/24/2023 R12 1 3 | ZS THEODORE DRIVE LLC | MILL STREET PROPERTY LLC | 186 | 90000 | 126100 | 85900 | 90000 | 0.95 | 0.95 | M 157862 925646 |
| 103 | 4/26/2023 H27 20 2_ | AMRENDA HOLDINGS LLC | NOMINEE TRUST | 70 | 305000 | 269900 | 292700 | 305000 | 0.96 | 0.96 | M 158219 925146 |
| 103 | 4/26/2023 R27 25 22_ | CALIUSOTTI ANA LETICIA | BAILEY CHRISTOPHER STEPHEN | 55 | 345000 | 350900 | 356300 | 345000 | 1.03 | 1.03 | M 159237 924336 |
| 103 | 4/27/2023 M22 25 3_ | MICHAEL PAVLOSKY | REEE CALVIN | 101 | 284000 | 288100 | 306000 | 284000 | 0.93 | 0.93 | M 160295 924899 |
| 103 | 4/28/2023 M22 1 29_ | ROY BESSICA | PAUL TREVOR R | 28 | 260000 | 286300 | 296100 | 260000 | 1.14 | 1.14 | M 160472 924978 |
| 103 | 4/28/2023 R17 13 31 | SANDOVAL STEPHEN P | SANDOVAL NATHANIEL P | 101 | 90000 | 269600 | 281500 | 90000 | 3.13 | 3.13 | M 160370 924126 |
| 103 | 5/2/2023 H37 5 16 | SILVA JEFFERSON E | CAMARA ADEANIS MIRANDA | 291 | 438000 | 394600 | 484300 | 438000 | 0.99 | 0.99 | M 160977 925282 |
| 103 | 5/2/2023 R17 8 15 C | UNION SQUARE LLC | LOWY GARDNER LLC | 29 | 376200 | 376200 | 376200 | 376200 | 1.15 | 1.15 | M 157968 924834 |
| 103 | 5/2/2023 R17 4 7A_ | KYMALAINEN REALTY TRUST | LOWY GARDNER LLC | 0 | 38800 | 41300 | 36800 | 38800 | 0.95 | 0.95 | ALSO PURCHASED 29 UNION SQ (AND 43 UNION |
| 103 | 5/2/2023 X17 2 100 03 01 | 5/2/2023 X17 2 100 03 01 | DOVA MICHAEL E | 23 | 229000 | 177400 | 209700 | 220000 | 0.95 | 0.95 | SQ - ON SAME PARCEL), R22-23-22 |
| 103 | 5/3/2023 R12 15 37_ | JOHNSON JAMES D | JOHNSON JAMES D | 6 | 290000 | 255900 | 274600 | 290000 | 0.95 | 0.95 | M 158993 926339 |
| 103 | 5/4/2023 H37 4 12 | RICHARD ELLEN | RICHARD BRAYDEN | 359 | 320000 | 350100 | 362700 | 320000 | 1.13 | 1.13 | FAMILY SALE / DIVORCE, PER SALES |
| 103 | 5/4/2023 M32 24 4 | ZINKEVICH JAMES | GORMAN DAVID | 76 | 150000 | 152600 | 196700 | 150000 | 1.31 | 1.31 | QUESTIONNAIRE |
| 103 | 5/6/2023 R12 19 16 | GAUZZETTI BRUCE P | MILLER RONALD I | 38 | 275000 | 298800 | 306800 | 275000 | 1.12 | 1.12 | #W022P34346A |
| 103 | 5/8/2023 R17 2 17 | THORNELL DAVID | CORNANT | 55 | 335000 | 316500 | 338000 | 335000 | 1.01 | 1.01 | M 160999 922477 |
| 103 | 5/12/2023 M22 6 9 | BENKSHIRE PROPERTY BUYERS LLC | EMPIRE PLASTERING CORP | 446 | 160000 | 272800 | 306700 | 160000 | 1.92 | 1.92 | M 158739 925071 |
| 103 | 5/12/2023 R12 15 39_ | D ONFRIO MICHAEL A | ARGOLLO LUIS ANTONIO VALVERDE | 146 | 280000 | 280900 | 301000 | 280000 | 0.98 | 0.98 | M 158600 925088 |
| 103 | 5/15/2023 M17 15 100 04 02 | BROWNER CYNTHIA A and ROBERT M | ANDREWS LAUREN M | 101 | 212500 | 212500 | 238800 | 212500 | 0.85 | 0.85 | M 158846 924296 |
| 103 | 5/16/2023 M17 15 100 04 02 | HICKS LESLIE A | MARTEL EMILY A | 147 | 342000 | 308800 | 325200 | 342000 | 0.95 | 0.95 | M 160999 925260 |
| 103 | 5/17/2023 M22 1 25_ | JALUTKIEWICZ THOMAS P | PARMENTER JAMES S | 15 | 153000 | 263500 | 351200 | 153000 | 2.30 | 2.30 | DONE WITHOUT PERMITS |
| 103 | 5/17/2023 M22 3 4 | WASHBURN JASON | PIR LLC | 282 | 110000 | 216000 | 283700 | 110000 | 2.58 | 2.58 | M 159368 923481 |
| 103 | 5/17/2023 M27 9 29 | MERCIER PATRICK | KACEE PROPERTIES LILLY | 7 | 385000 | 357400 | 367100 | 385000 | 0.95 | 0.95 | M 158242 925079 |
| 103 | 5/17/2023 W12 22 11 | EVAN BEBEL | RIVAS GUSTAVO E LOPEZ | 50 | 390000 | 343800 | 347200 | 390000 | 0.89 | 0.89 | M 159676 924620 |
| 103 | 5/19/2023 R27 19 23_ | INVESTORS | SOUZA CODY JAMES | 152 | 580000 | 499000 | 593800 | 580000 | 1.02 | 1.02 | M 158993 924383 |
| 103 | 5/22/2023 R22 16 40_ | TEDSTONE RONALD and KEANG | BUDZINSKI JASON D | 10 | 200000 | 209300 | 208300 | 200000 | 0.96 | 0.96 | M 160482 925532 |
| 103 | 5/22/2023 R22 24 2_ | WALTER CANALES | PEFONE CELSTE | 456 | 335000 | 271200 | 323000 | 335000 | 0.96 | 0.96 | M 157778 925600 |
| 103 | 5/23/2023 H37 5 3 | VINH QUOC PHAN | TOUSSAINT ADISSON and TOUSSAINT HARELLETTE | 314 | 435000 | 427900 | 441200 | 435000 | 1.01 | 1.01 | M 157962 926394 |
| 103 | 5/24/2023 M22 10 1 | CFI PROPCO 2 LLC | OBISIDAN ML 6 LLC | 130 | 4,862,764 | 1,255,600 | 1,458,300 | 4,862,764 | 0.30 | 0.30 | SALE LEASE BACK 2020? |
| 103 | 5/24/2023 M22 9 1 | PAJ THRU LLC | MHG 6 FUND LLC | 41 | 445000 | 417700 | 497700 | 445000 | 1.12 | 1.12 | NO REC'D MTG |
| 103 | 5/24/2023 M25 28 9_ | MARKYAN ROGER and NICOLE | MARYKAYE ARLENE | 40 | 109000 | 81300 | 96700 | 109000 | 0.89 | 0.89 | PERMITS AFTER SALE |
| 103 | 5/24/2023 R17 11 22_ | TIMPANY CROSSROADS LLC | CHAIR CITY REALTY TRUST | 248 | 20000 | 98600 | 117800 | 20000 | 5.89 | 5.89 | TIMPANY CROSSROADS IS AMY FANTONI (SALVADORE - SISTER) |
| 103 | 5/24/2023 R17 11 23 | TIMPANY CROSSROADS LLC | CHAIR CITY REALTY TRUST | 254 | 155000 | 271100 | 283500 | 155000 | 1.83 | 1.83 | TIMPANY CROSSROADS IS AMY FANTONI (SALVADORE - SISTER) |
| 103 | 5/25/2023 M22 3 16 | MICHAEL GRACIALE JR | BUTZE JESSICA | 313 | 430000 | 347500 | 377100 | 430000 | 0.88 | 0.88 | M 158451 924978 |
| 103 | 5/25/2023 M22 7 23 | CITY OF GARDNER | BETZEV DAVID | 14 | 51100 | 101200 | 98200 | 51100 | 1.52 | 1.52 | M 158846 924296 |
| 103 | 5/25/2023 M22 23 23 | CITY OF GARDNER | BETZEV DAVID | 177 | 21100 | 55300 | 58000 | 21100 | 2.75 | 2.75 | M 160876 925897 |
| 103 | 5/25/2023 R17 18 9_ | BOUCHARD ELAINE R TRSTE | GUERARD THOMAS D | 13 | 250000 | 264000 | 347800 | 250000 | 1.39 | 1.39 | PRIVATE SALE & BUNDLED W/SALE OF BUSINESS (PER NEW OWNER SALES QUEST) |
| 103 | 5/25/2023 W27 16 100 10 01 | FLANAGAN KEVIN M JR | GIFFORD SAMUEL | 104 | 125000 | 120200 | 124000 | 125000 | 0.99 | 0.99 | NO REC'D MTG |
| 103 | 5/25/2023 X17 2 100 14 06 | LIVINGTON BIANCA | OLIVE COLOMBAL DR | 132 | 220000 | 177600 | 208700 | 220000 | 0.94 | 0.94 | M 161304 924238 |
| 103 | 5/30/2023 M22 4 24 | CITY OF GARDNER | CHEUNG KA | 0 | 35000 | 6400 | 7100 | 35000 | 0.20 | 0.20 | M 161304 924238 |
| 103 | 5/30/2023 M22 9 16 | Mah T INVESTMENTS LLC | MHG 6 FUND LLC | 111 | 630000 | 493900 | 589300 | 630000 | 0.94 | 0.94 | M 159036 925120 |
| 103 | 5/31/2023 M22 24 39 | PERSKON JAMES G and NANCY A | PERSKON LYNNE REGINA | 56 | 300000 | 255800 | 271000 | 300000 | 0.85 | 0.85 | M 158985 924864 |
| 103 | 5/31/2023 M22 1 7 | WHEELER LYNN R | AVILES EDMARIS RIZARRI | 292 | 215000 | 190300 | 213000 | 215000 | 0.92 | 0.92 | M 159050 924252 |
| 103 | 5/31/2023 M22 9 63 | ELMOUD ELIZABETH | MACBEN REALTY TRUST | 61 | 125000 | 231500 | 285200 | 125000 | 2.28 | 2.28 | M 158711 925056 |
| 103 | 5/31/2023 X17 2 100 10 04 | REBECCA CHAMBERLIN | DAGUELVA CHRISTA RENEE | 51 | 233000 | 177600 | 199100 | 233000 | 0.85 | 0.85 | PERMITS AFTER THE SALE |
| 103 | 6/1/2023 M22 14 24 | MISH MONAHAN'S STREET LLC | MONAHANOCKS ST | 53 | 560000 | 460000 | 496500 | 560000 | 0.88 | 0.88 | M 159795 927324 |
| 103 | 6/1/2023 W12 4 17_ | NICHOLAS M COUTURE | SAFRAN BRIAN | 18 | 395000 | 375000 | 400600 | 395000 | 1.01 | 1.01 | M 162019 927393 |
| 103 | 6/1/2023 M22 2 9 | EDDY A ELVA | RODRIGUEZ RAMONA | 30 | 345000 | 210700 | 291800 | 345000 | 0.85 | 0.85 | M 158312 925162 |
| 103 | 6/2/2023 M27 24 20 | MAHLET KEVIN J and ANNA M | MONAHANOCKS ST | 72 | 380000 | 300400 | 310400 | 380000 | 0.82 | 0.82 | FULL INTERIOR RENO |
| 103 | 6/2/2023 M31 1 100 18 05 | CRESIE M LYONS | JANE KATHRYN KLINE FAMILY TRUST | 84 | 229100 | 193700 | 229100 | 229100 | 0.97 | 0.97 | M 160804 925368 |
| 103 | 6/5/2023 R27 15 38 | ERICKSON DANA A TRSTE | ALVES DANYRASA S | 52 | 375000 | 287500 | 299300 | 375000 | 0.92 | 0.92 | M 160451 924844 |
| 103 | 6/6/2023 R22 19 38 | CORNAKER THERESA CHABOT JUDE HODGE and | LEWIC DONNA and EDWARD | 89 | 385000 | 379800 | 394900 | 385000 | 1.03 | 1.03 | M 157576 927405 |
| 103 | 6/7/2023 H37 24 39B_ | CHRISTINA L BERGERON NANCY A | RAND JEFFREY and CASSANDRA | 535 | 443000 | 415200 | 443000 | 443000 | 1.03 | 1.03 | M 158989 925245 |
| 103 | 6/8/2023 R27 17 12_ | BERGERON NANCY A | DIAMOND KIMBERLY | 161 | 230000 | 265300 | 251200 | 230000 | 1.10 | 1.10 | M 159240 924547 |
| 103 | 6/9/2023 M27 24 1 | INVESTORS LLC | BRANDT BENJAMIN R | 22 | 495000 | 329500 | 420000 | 495000 | 0.86 | 0.86 | M 158416 924753 |
| 103 | 6/9/2023 M27 25 29 | BRUCE C LUPPIN | IF REALTY LLC | 127 | 235000 | 241200 | 404000 | 235000 | 1.72 | 1.72 | M 160109 926028 |
| 103 | 6/13/2023 M22 12 42 | GIBSON JAMES A | BALKUDDOMBE ARTHUR | 69 | 215000 | 243800 | 258500 | 215000 | 1.21 | 1.21 | PARTIALLY UNDER CONSTRUCTION - MLS |
| 103 | 6/13/2023 M22 14 43 | APEX ACQUISITIONS LLC | MHG 6 FUND LLC | 101 | 485000 | 383800 | 454800 | 485000 | 0.94 | 0.94 | M 159164 925398 |
| 103 | 6/13/2023 M37 11 13_ | KUNG ERIC B | PEARLSH IRREVOCABLE TRUST | 14 | 390000 | 334300 | 390000 | 390000 | 0.92 | 0.92 | M 160389 925256 |
| 103 | 6/13/2023 R22 1 10_ | MURRAY FRANCIS A JR | 115 117 MAPLE STREET REALTY | 115 | 350000 | 408800 | 455600 | 350000 | 1.39 | 1.39 | FRANCIS MURRAY JR - FRANCIS MURRAY III (MOLINA ALSO OWNS M22 10 28 (109 MAIN)) AND M22 10 37 ACROSS THE ST (110 114 MAIN)...ALSO PP THRU SALE |
| 103 | 6/14/2023 M22 10 27_ | FAYVRE BRIAN N | MOLINA REALTY LLC | 123 | 95000 | 309700 | 323300 | 95000 | 3.40 | 3.40 | NO REC'D MTG |
| 103 | 6/14/2023 M22 26 54_ | JOHNSON RYAN | TOTA ALISON | 68 | 270000 | 269700 | 296200 | 270000 | 1.10 | 1.10 | M 159040 924905 |
| 103 | 6/16/2023 H42 25 5_ | ALVARENGA GUSTAVO MEDICI | GASTANO VINCENT FRANK | 230 | 480000 | | | | | | |

| | | | | | | | | | | | | | | | |
|-----|-----------|------------------|--|---------------------------------------|------------------|-----|---------|-----------|-----------|-----------|-----------|------|---|--|-----------------|
| 103 | 6/30/2023 | W17 2 1 | CHAPMAN PARK LLC | REIS CAMILA F | SAUNDERS ST | 132 | V | 840,000 | 9,400 | 10,300 | 840,000 | 0.01 | 0.01 | SOLD WITH 60 CHAPMAN PK & W17-3 3 | M 161524 924058 |
| 103 | 6/30/2023 | W17 3 3 | CHAPMAN PARK LLC | REIS CAMILA F | SAUNDERS ST | 132 | V | 840,000 | 8,700 | 9,600 | 840,000 | 0.01 | 0.01 | SOLD WITH 60 CHAPMAN PK & W17-2 1 | M 161756 924048 |
| 103 | 6/30/2023 | W22 14 2A | RENA PFL | MAKERSBURG JOHN | BETTY SPRING RD | 282 | O | 181,200 | 214,300 | 213,700 | 181,200 | 1.28 | 1.28 | MULTI HOUSES ON PROPERTY, MULTIPLE PARCELS. ALSO W17-2 6 & W17-3 3 | M 161236 924051 |
| 103 | 6/30/2023 | W22 36 4 | CHAPMAN PARK LLC | REIS CAMILA F | CHAPMAN PK | 109 | V | 840,000 | 1,025,300 | 1,183,000 | 840,000 | 1.41 | 1.41 | | M 161679 922061 |
| 103 | 6/30/2023 | W27 36 100 05 10 | FLANIGAN RENEE PATRICIA | OFFORD SAMUEL | RIDGEWOOD LN | 102 | V | 130,000 | 119,800 | 123,800 | 130,000 | 0.95 | 0.95 | | M 155872 924055 |
| 103 | 7/6/2023 | M17 4 9 | KYMALAINEN ARTHUR J | NGUYEN TIFFANY | WATERFORD ST | 101 | V | 278,900 | 278,900 | 296,200 | 278,900 | 0.86 | 0.86 | | M 158481 925792 |
| 103 | 7/7/2023 | H24 24 5 | MOLAYIDA NAUB | MALDONADO JOEL | LEO DR | 101 | V | 442,000 | 425,700 | 414,700 | 442,000 | 0.94 | 0.94 | | M 158930 925212 |
| 103 | 7/7/2023 | M27 12 24 | NICOLE MC MILLER | TERESA COOY | EUGLE ST | 84 | V | 296,000 | 296,000 | 296,000 | 296,000 | 1.00 | 1.00 | | M 158801 924170 |
| 103 | 7/7/2023 | M27 14 28 | MURPHY HUGH G III | FERRERA DEREK SCOTT | WINDLOW ST | 101 | V | 320,000 | 259,600 | 278,600 | 320,000 | 0.87 | 0.87 | | M 159115 925793 |
| 103 | 7/7/2023 | M27 14 48 | PARRINSON ERIC and CHRISTINA | RICHARD DARYL | WEST END AVE | 101 | V | 445,000 | 361,700 | 395,700 | 445,000 | 0.89 | 0.89 | | M 157446 928667 |
| 103 | 7/7/2023 | M27 23 1 | GALLANTY BRUCE | COLE LAUGHAN PATRICK | COLEMAN ST | 104 | V | 260,000 | 244,000 | 253,100 | 260,000 | 0.97 | 0.97 | | M 158822 925047 |
| 103 | 7/7/2023 | R17 20 14 1 | GRADELIA CHRISTINA IZQUIERO | MICHAEL | CHELSEA ST | 165 | V | 355,000 | 323,800 | 346,500 | 355,000 | 0.98 | 0.98 | | M 160893 923217 |
| 103 | 7/12/2023 | M23 30 49 | IWH GROUP LLC | WILLOW HOLDING LLC | MARQUETTE ST | 013 | O | 900,000 | 827,500 | 987,200 | 900,000 | 1.10 | 1.10 | PERMITS AFTER SALE | M 153747 923568 |
| 103 | 7/13/2023 | M22 25 41 1 | MICHAEL R THIBEAULT | LIVING TRUST | PLASANT ST | 104 | V | 326,000 | 290,300 | 286,800 | 326,000 | 0.88 | 0.88 | WORKSTER PROBATE DOCKET: W023P084EA | M 159308 924275 |
| 103 | 7/13/2023 | M27 18 20 | LAGOT GREGORY J | DA SILVA NATAN | SAND ST | 101 | O | 335,000 | 323,000 | 249,900 | 335,000 | 0.78 | 0.78 | PERMITS AFTER SALE | M 160388 923535 |
| 103 | 7/13/2023 | R27 18 11 | BOONE JAMES S TRSTE | MHG & FUND LLC | RENSVOR ST | 111 | V | 496,900 | 456,400 | 541,500 | 496,900 | 1.11 | 1.11 | WORKSTER PROBATE DOCKET: W023P084EA | M 159308 924275 |
| 103 | 7/14/2023 | R27 23 38 | AMPENDA HOLDINGS LLC | DUYON REBECCA | WESTFORD ST | 101 | V | 363,000 | 344,000 | 355,100 | 363,000 | 0.98 | 0.98 | | M 160411 925651 |
| 103 | 7/14/2023 | M27 10 14 | GARLETTI BRUCE P and ANN E | SEGUNDO NERAL ANTONES SAUDE | GARLETTI ST | 146 | V | 400,000 | 339,000 | 355,200 | 400,000 | 0.89 | 0.89 | | M 160445 925913 |
| 103 | 7/17/2023 | M22 2 28 | GREENWALT PETER | ANDREWS MARK BRANDON JR | ROBILLARD ST | 101 | V | 260,000 | 231,700 | 243,900 | 260,000 | 0.94 | 0.94 | | M 155501 928292 |
| 103 | 7/18/2023 | M22 20 12 1 | SHADDAI HOME INVESTMENTS LLC | JOACHIM ROMENCIE | GREENWOOD ST | 165 | V | 280,900 | 270,200 | 279,400 | 280,900 | 0.99 | 0.99 | | M 158447 925293 |
| 103 | 7/18/2023 | M22 20 65 | PROFESSIONAL PERFORMANCE LLC | INVESTMENT PARTNERS GROUP #115 | WRIGHT ST | 104 | L | 110,000 | 239,600 | 269,300 | 110,000 | 2.45 | 2.45 | DEED IN LIEU OF FORECLOSURE | M 158300 924299 |
| 103 | 7/18/2023 | M22 20 65 | INVESTMENT PARTNERS GROUP #115 | BUWIT NATHAN | WRIGHT ST | 104 | O | 125,000 | 239,600 | 269,300 | 125,000 | 2.15 | 2.15 | CHANGES AFTER SALE - 4/13/24 VISIT, UT @ 65% WORK COUNTY PROBATE DOCKET: | M 158388 925205 |
| 103 | 7/19/2023 | H17 20 11 | CHRISTINE M | HASTINGS CHRISTINE M | MOHAWK DR | 101 | H | 160,000 | 444,700 | 448,400 | 160,000 | 2.80 | 2.80 | W0212553DR | M 158460 925554 |
| 103 | 7/19/2023 | M27 9 9 | BARTHEL PROPERTIES, LLC | SONK HEANG | BARTHL AVE | 105 | V | 410,000 | 423,700 | 428,600 | 410,000 | 1.05 | 1.05 | | M 158740 925892 |
| 103 | 7/21/2023 | M27 10 47 1 | DAVID R ROCHELEAU | MCHAMARRA JAMES B | ASH ST | 101 | V | 300,000 | 253,800 | 276,100 | 300,000 | 0.90 | 0.90 | | M 158767 925074 |
| 103 | 7/21/2023 | W27 16 100 10 24 | LEBLANC DEAN R | MAYOR REALTY LLC | RIDGEWOOD LN | 102 | T | 80,500 | 120,200 | 124,000 | 80,500 | 1.54 | 1.54 | MAYOR REALTY OWNS OTHER CONDOS IN THIS COMPLEX - PRIVATE DEAL | M 158798 925974 |
| 103 | 7/24/2023 | M22 25 11 | 100% T PROPERTY INVESTMENTS | SANDY R | EMERALD ST | 101 | O | 211,000 | 196,300 | 354,100 | 211,000 | 1.68 | 1.68 | PERMITS AFTER THE SALE RESCDO 2024 FOR 345K | M 158885 926152 |
| 103 | 7/25/2023 | M22 24 20 | TOSO JORGE | FERNANDEZ JAVIER ROSA | HARVARD ST | 103 | V | 312,000 | 270,400 | 312,000 | 312,000 | 1.01 | 1.01 | | M 159103 924232 |
| 103 | 7/26/2023 | M27 22 31 | DREAM HOME INVESTMENTS LLC | KHALADOURIAN MIKE J | BATES RD | 101 | V | 307,500 | 243,600 | 307,500 | 307,500 | 0.82 | 0.82 | | M 159025 924479 |
| 103 | 7/27/2023 | H37 6 25 1 | HANKS MARK C | DE ANDRADE ISAIS | OTTER RIVER RD | 101 | H | 470,000 | 444,800 | 455,300 | 470,000 | 0.98 | 0.98 | WORK COUNTY PROBATE DOCKET: W023P088EA | M 159433 924253 |
| 103 | 7/27/2023 | M22 5 44 1 | MILLENNIUM HOLDING GROUP, LLC | GARDNER DOWNTOWN CROSSING | MAIN ST | 340 | V | 750,000 | 402,300 | 390,300 | 750,000 | 0.52 | 0.52 | | M 158449 924470 |
| 103 | 7/27/2023 | M23 2 2 | LEGER HENRI A and SHARON A | DOHERTY TERENCE B | NORMAN ST | 101 | V | 365,000 | 299,600 | 316,900 | 365,000 | 0.87 | 0.87 | JONATHAN BOMBACI IS PART OF MHG & CDC | M 158449 924470 |
| 103 | 7/27/2023 | X17 7 6 | BOHENS MARTIN and JENNIFER | PRICE JAMAH CORINE | PEARL ST | 101 | V | 445,000 | 395,100 | 428,000 | 445,000 | 0.96 | 0.96 | | M 159254 925072 |
| 103 | 7/28/2023 | M27 17 9 | WALKER BRUCE R | CLEAN CHRISTOPHER | WEST ST | 101 | V | 410,000 | 260,900 | 365,500 | 410,000 | 0.90 | 0.90 | | M 160905 925896 |
| 103 | 7/28/2023 | M27 8 44 | BOUDREAU ROMEO A and MARGARET H | BARR JOHN | ASH ST | 101 | V | 345,000 | 270,500 | 339,900 | 345,000 | 0.99 | 0.99 | SOLD WITH M27-8 38 | M 160424 924497 |
| 103 | 7/28/2023 | M27 8 44A | BOUDREAU ROMEO A and MARGARET H | BARR JOHN | ASH ST | 132 | V | 345,000 | 6,300 | 7,000 | 345,000 | 0.02 | 0.02 | | M 161199 924202 |
| 103 | 7/28/2023 | R22 18 38 | HODGE DENIS R | FERNANDES TAZA K | ELM ST | 101 | V | 482,200 | 482,200 | 502,200 | 482,200 | 1.04 | 1.04 | SOLD W/239 ASH ST | M 161397 924130 |
| 103 | 7/31/2023 | X17 2 100 01 08 | CHARLES I NAISS | KASSNER KEITH | OLDE COLONIAL DR | 202 | V | 235,000 | 177,600 | 215,400 | 235,000 | 0.92 | 0.92 | | M 161600 928551 |
| 103 | 7/31/2023 | X17 2 100 07 04 | MCCANN TIMOTHY | 215,900 | OLDE COLONIAL DR | 102 | V | 215,900 | 251,000 | 251,000 | 215,900 | 0.85 | 0.85 | | M 158191 924431 |
| 103 | 8/1/2023 | M22 2 21 | VALEMBRUN BERTHONY DANIEL | VARGAS JORGE WILLIAM MEDINA | COLEMAN ST | 104 | N | 333,000 | 309,600 | 347,300 | 333,000 | 1.04 | 1.04 | BUYER TO ASSUME SOLAR LEASE - SOLD WITH KNOB AND TUER WIRING | M 158491 925215 |
| 103 | 8/1/2023 | M22 4 42 | SHAH INVESTMENTS LLC | CALDERON JOSE MAURICIO | GREENWOOD ST | 105 | V | 385,000 | 258,900 | 341,700 | 385,000 | 0.89 | 0.89 | | M 159084 926061 |
| 103 | 8/1/2023 | M27 9 27 | COLDWELL STEVEN S | FIRST LANDING INVESTMENTS LLC | STUART ST | 111 | V | 70,000 | 247,300 | 291,400 | 70,000 | 4.16 | 4.16 | | M 158600 925053 |
| 103 | 8/2/2023 | M22 9 27 | FIRST LANDING INVESTMENTS LLC | RIBEIRO ADAM | STUART ST | 111 | V | 94,500 | 279,600 | 291,400 | 94,500 | 3.08 | 3.08 | | M 158600 925053 |
| 103 | 8/2/2023 | M22 16 3 | FREDETTE ST LLC | WOODLAND AVE RENO NV LLC | FREDETTE ST | 400 | N | 5,400,000 | 2,412,700 | 3,604,500 | 5,400,000 | 0.67 | 0.67 | GRANTOR WAS TENANT - SALE LEASE BACK | M 159084 926061 |
| 103 | 8/2/2023 | M22 1 13 | AMERICAN ESTATE and TRUST | CANELA DARIEL | PARKER ST | 104 | V | 300,000 | 256,900 | 268,800 | 300,000 | 0.90 | 0.90 | | M 158071 927318 |
| 103 | 8/3/2023 | M27 18 14 1 | LEPAGE DENNIS J TRSTE | ASH ST | 101 | V | 370,000 | 272,900 | 287,500 | 370,000 | 0.78 | 0.78 | | M 158582 925446 | |
| 103 | 8/4/2023 | M32 1 100 16 02 | HUGHES MARGERY E | MARSHALL PATRICE B | CENTURY WAY | 62 | H | 260,000 | 190,200 | 216,700 | 260,000 | 0.83 | 0.83 | ESTATE SALE WORCESTER COUNTY DOCKET # W023P080EA | M 158780 925996 |
| 103 | 8/4/2023 | R21 4 44 | CITY OF GARDNER | MOLINA REALTY LLC | E BROADWAY | 351 | E | 109,000 | 1,957,700 | 448,000 | 109,000 | 4.27 | 4.27 | CITY SALE WORCESTER COUNTY PROBATE DOCKET # W023P108EA | M 158780 925996 |
| 103 | 8/4/2023 | W22 9 3 | PREVOST PATRICIA A | MASIELLO CHRISTOPHER PAUL | FOSTER CT | 101 | H | 446,000 | 405,700 | 411,000 | 446,000 | 0.92 | 0.92 | PRIVATE SALE BASED ON REALTORS' CONTACT....PER SALES QUESTIONNAIRE" | M 159677 923926 |
| 103 | 8/9/2023 | M21 8 1 1 | STRADZAS GREGORY S and LYNNE | BUONICCONTI BRANDON | MARQUETTE ST | 78 | V | 450,000 | 307,200 | 392,000 | 450,000 | 0.87 | 0.87 | WORKER COUNTY PROBATE DOCKET # W023P108EA | M 157414 927650 |
| 103 | 8/9/2023 | M22 9 30 | CHAMPAGNE KRISTLE S | VENKATARAMAN SANJAY | REGAN ST | 111 | V | 320,000 | 279,000 | 330,700 | 320,000 | 1.03 | 1.03 | | M 159677 923926 |
| 103 | 8/9/2023 | M27 27 24 | ANNASTASIA D ANDERSON | MEDINA MELANIE SUZETTE | FOES RD | 101 | V | 325,000 | 257,100 | 284,200 | 325,000 | 0.87 | 0.87 | | M 159029 924170 |
| 103 | 8/9/2023 | M27 22 57 | MICHAEL C DESARDINS II | ANDERSON ANNASTASIA | FOES RD | 102 | V | 380,000 | 294,700 | 330,500 | 380,000 | 0.78 | 0.78 | | M 160600 922934 |
| 103 | 8/9/2023 | R17 1 32 | LV ETERNITY LLC | PINGREE 2000 REAL ESTATE HOLDINGS LLC | CONANT ST | 325 | N | 175,000 | 217,000 | 223,000 | 175,000 | 1.27 | 1.27 | TENANT PURCHASE LEASE AGREEMENT FOR BUYOUT OPTION | M 158894 924937 |
| 103 | 8/9/2023 | R27 22 2 1 | MARTIN LORENZO and ANSLEY PROPERTIES LLC | SCHOOT ST | 104 | V | 300,000 | 276,400 | 310,000 | 300,000 | 1.03 | 1.03 | | M 161932 925022 | |
| 103 | 8/11/2023 | H37 24 13 1 | BENEFIT ROBIN E and SUSAN E | LEO DR | KADOMBSA NATHAN | 129 | V | 420,000 | 388,200 | 401,300 | 420,000 | 0.96 | 0.96 | | M 157981 927480 |
| 103 | 8/11/2023 | M27 2 35 | CARMON JOSEPH MUGHAMMAD | BENEFIT SUSANA | LEAMY ST | 105 | V | 399,000 | 279,600 | 397,900 | 399,000 | 0.92 | 0.92 | | M 159425 924949 |
| 103 | 8/11/2023 | M32 1 100 19 05 | CASSANDRA L LAVIGNE | MONETTE SUSAN | CENTURY WAY | 102 | V | 257,500 | 211,900 | 241,400 | 257,500 | 0.94 | 0.94 | | M 158492 924844 |
| 103 | 8/15/2023 | R22 6 4 | CONNOLLY, CARA | OLIVEIRA SERGIO | PINE ST | 102 | V | 285,000 | 242,600 | 263,500 | 285,000 | 0.92 | 0.92 | | M 159542 924623 |
| 103 | 8/16/2023 | M27 20 59 | AMO BUILDERS LLC | WRIGHT ST | 111 | V | 560,000 | 433,600 | 500,000 | 560,000 | 0.92 | 0.92 | | M 151798 927336 | |
| 103 | 8/16/2023 | R27 22 51 1 | MAULLET WINNIFRED | EUFFASIO OSNY | CHESTNUT ST | 101 | V | 260,000 | 325,600 | 338,100 | 260,000 | 1.30 | 1.30 | WINNIFRED MAILLET DEC'D 7/14/22 | M 160112 925257 |
| 103 | 8/16/2023 | M27 3 4 | TYLER C GIERONIMIO | CAPRICE ANTHONY | RAZETTE AVE | 101 | H | 390,000 | 351,800 | 390,000 | 390,000 | 0.92 | 0.92 | SALE BY REMANDERMAN OF L/E | M 158660 926201 |
| 103 | 8/22/2023 | H37 23 38 | RAYMOND W SIMULA II | SALVING INGRIDA | CLARK ST | 101 | V | 393,000 | 363,300 | 371,800 | 393,000 | 0.95 | 0.95 | | M 159182 925242 |
| 103 | 8/22/2023 | R22 21 23 1 | GARDNER JADE REALTY INC | LIN YAN | UNION SQ | 326 | V | 400,000 | 287,200 | 315,500 | 400,000 | 0.80 | 0.80 | | M 159197 925222 |
| 103 | 8/22/2023 | W22 6 5 | GIERONIMIO GREGORY J | BURBANK | FOSTER CT | 101 | V | 550,000 | 538,000 | 533,000 | 550,000 | 0.96 | 0.96 | | M 160292 924170 |
| 103 | 8/23/2023 | M22 4 24A | QUEST MANAGEMENT GROUP, LLC | SURE HOUSE SOLUTIONS LLC | FRANKLIN CT | 130 | V | 321,000 | 59,800 | 65,800 | 321,000 | 0.20 | 0.20 | ALSO M22 5 8 | M 158957 924963 |
| 103 | 8/23/2023 | M22 5 8 | QUEST MANAGEMENT GROUP, LLC | SURE HOUSE SOLUTIONS LLC | GRAHAM ST | 111 | V | 321,000 | 321,000 | 586,200 | 321,000 | 1.83 | 1.83 | ALSO M22 4 24A | M 162084 925095 |
| 103 | 8/24/2023 | M32 24 23 | BUCKLEY PAUL F and ARIUN L MACIOROVSKI JOHN C and PATRICIA J | GRUCA CARTER | PARK ST | 101 | V | 238,500 | 227,000 | 254,100 | 238,500 | 1.12 | 1.12 | | M 159256 925942 |
| 103 | 8/24/2023 | W07 4 7 | 21 CENTURY MILL LLC | MINOTT ST | 130 | V | 70,000 | 77,300 | 84,800 | 70,000 | 4.24 | 4.24 | PURCHASED FROM A FRIEND - PER SALES QUESTIONNAIRE | M 159149 926338 | |
| 103 | 8/25 | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|-----|------------|----------------|---------------------------------------|--------------------------------|-----|----------------------------|-----|-----------|-----------|-----------|-----------|------|------|--|
| 103 | 9/21/2023 | M27 12 54 | ODONNOR RACHEL S | RUSSO CLAIRE C | 324 | WEST ST | 101 | 340,000 | 284,000 | 304,400 | 340,000 | 0.90 | 0.90 | M 160544 922500 |
| 103 | 9/21/2023 | R22 6 61 | FLORIDA MASS PROPERTIES LLC | FAKROLDINI FARHAD, FAHMI AUREA | 120 | GRANT ST | 105 | 260,000 | 362,000 | 485,000 | 260,000 | 1.87 | 1.87 | M 157848 926803 |
| 103 | 9/25/2023 | H32_15_2_ | HERMANSON MICHAEL J and SUSAN M | WILLETT SARAH | 140 | RYAN ST | 101 | 410,000 | 357,400 | 381,100 | 410,000 | 0.93 | 0.93 | M 157880 926810 |
| 103 | 9/25/2023 | H32_15_2A_ | HERMANSON MICHAEL J and SUSAN M | WILLETT SARAH | 0 | RYAN ST | 132 | 410,000 | 5,800 | 6,300 | 410,000 | 0.02 | 0.02 | ALSO 140 RYAN STREET |
| 103 | 9/25/2023 | R12_14_34_ | RODRIGUEZ IRVIN and ITEESHA | CHEA KENNADDO | 24 | MONTVALE RD | 101 | 380,000 | 291,000 | 337,500 | 380,000 | 0.89 | 0.89 | M 160717 923389 |
| 103 | 10/2/2023 | H17 15 4 | GESANTIANA CARLOS | LANSTON BRIAN | 10 | KIRKMAN DYLAN | 101 | 470,000 | 481,200 | 479,000 | 470,000 | 0.98 | 0.98 | M 155909 924540 |
| 103 | 9/27/2023 | M17 10 27 | SAFKA KONSTANTY E and ITEESHA | MACPRO LLC | 36 | CRAWFORD ST | 104 | 210,000 | 233,600 | 233,000 | 210,000 | 1.11 | 1.11 | ESTATE SALE BY TRUSTEES DC 69712/170 |
| 103 | 9/27/2023 | R17 19 34 | FAWKES HOLDINGS LLC | PHLEMOND SYLVIO S | 53 | SUMMERTON ST | 104 | 400,000 | 247,600 | 357,900 | 400,000 | 0.89 | 0.89 | M 158895 923815 |
| 103 | 10/9/2023 | W17 15 6 | MACDONALD HELEN D and PETER D | JAILLET KAYLEE M | 884 | PEARL ST | 101 | 398,000 | 299,100 | 340,800 | 398,000 | 0.86 | 0.86 | M 161173 924293 |
| 103 | 9/27/2023 | X17_2_100_1203 | ALGARIN ELBA | BOC ADAM | 58 | OLDE COLONIAL DR | 102 | 251,000 | 189,400 | 211,600 | 251,000 | 0.84 | 0.84 | M 158421 926805 |
| 103 | 9/28/2023 | M17 8 5A_ | BEROUDJOURI YOUNAN | BEROUJOURI YOUNAN | 524 | W BROADWAY | 101 | 50,000 | 297,200 | 308,900 | 50,000 | 6.18 | 6.18 | ANTHONY'S 1/3 INTEREST SOLD TO JOHN (PER LAND COURT DOCKET: 23MISC00061) |
| 103 | 9/28/2023 | M22 12 24 | HURO FREDERICK J JR | CLARK ST | 301 | | 101 | 400,000 | 267,700 | 346,700 | 400,000 | 0.87 | 0.87 | JOHN NOW HAS 2/3, YOUNAN HAS 1/3 |
| 103 | 9/29/2023 | C37 4 13 | M3 INNOVATIONS INC | PODGORSKI KEVIN W | 193 | RIVER ST | 101 | 335,000 | 267,700 | 333,000 | 335,000 | 0.99 | 0.99 | M 159249 924697 |
| 103 | 9/29/2023 | H37 12 32A | MEAGHER RYAN P and JODI L | FLEURIE SHAWN | 713 | CLARK ST | 101 | 480,000 | 392,200 | 389,100 | 480,000 | 0.81 | 0.81 | M 159579 923192 |
| 103 | 9/29/2023 | M22 15 15 | DESANTANA CARLOS | COFFEY TIMOTHY | 20 | BAKER ST | 104 | 272,000 | 276,000 | 272,000 | 272,000 | 1.02 | 1.02 | M 160857 927979 |
| 103 | 9/29/2023 | R17_21_6_ | COLLET LINDA | PAWLIKOWSKI JOHN | 96 | DYER ST | 101 | 460,000 | 370,100 | 378,500 | 460,000 | 0.86 | 0.86 | M 159288 925282 |
| 103 | 10/2/2023 | H32_25_4_ | COLON ANA M | YANG ROBERT | 549 | WEST ST | 104 | 346,000 | 268,400 | 333,000 | 346,000 | 0.96 | 0.96 | M 160319 924221 |
| 103 | 10/2/2023 | H37_20_7_ | BEUSKY JEFFREY R and KATHLEEN | VASQUEZ JOSHUA DANIEL | 56 | FERNWOOD DR | 101 | 359,500 | 338,800 | 360,500 | 359,500 | 1.00 | 1.00 | M 157651 927676 |
| 103 | 10/2/2023 | M17 18 7 | TRISTES | BETZEL ROBERT J JR and DAVID A | 0 | KINZER DR | 132 | 11,500 | 10,000 | 10,000 | 12,500 | 0.80 | 0.80 | M 158816 923388 |
| 103 | 10/2/2023 | M27 25 16 | MARCHETTI INDUSTRIES LLC | LOPEZ RONY P ANGEL | 52 | VERNON ST | 111 | 598,000 | 370,500 | 498,900 | 598,000 | 0.75 | 0.75 | M 160394 925225 |
| 103 | 10/2/2023 | W27 24 2 | 66 BROOK LANE REALTY TRUST | MEAGHER RYAN P | 66 | BROOK LN | 101 | 645,000 | 542,200 | 564,900 | 645,000 | 0.88 | 0.88 | M 161216 925263 |
| | | | | | | | | | | | | | | PURCHASED BY TENANT - ARE THEY EXEMPT??? |
| 103 | 10/3/2023 | R22_23_21_ | UNION SQUARE LLC | THE SALVATION ARMY | 8 | UNION SQ | 951 | 320,000 | 285,700 | 316,200 | 320,000 | 0.99 | 0.99 | M 161297 925215 |
| 103 | 10/3/2023 | R17 13 18 | AHO JONATHAN F | DALEY YSAHAI J | 167 | S MAIN ST | 105 | 548,000 | 365,900 | 546,000 | 548,000 | 0.88 | 0.88 | PARCEL EXEMPTED IN DB 6.13.24 CHANGED CODE |
| 103 | 10/9/2023 | W22 1 27 | ELLENKA VEGA | RICHARD TINA C | 113 | BETTY SPRING RD | 101 | 378,000 | 335,100 | 357,600 | 378,000 | 0.95 | 0.95 | ALSO 162107 925079 |
| 103 | 10/9/2023 | M22 1 25 | PARKNETT JAMES S | MERCEDES AMBER | 15 | R130 CT | 104 | 360,000 | 263,900 | 351,200 | 360,000 | 0.98 | 0.98 | M 158962 926060 |
| 103 | 10/9/2023 | H17 9 23 | ALTER EDWARD J | WINNRODE HOLDINGS LLC | 0 | ALLEN ST | 111 | 40,000 | 8,400 | 85,500 | 40,000 | 2.21 | 2.21 | ALSO M27-9-24 |
| 103 | 10/9/2023 | M27 9 24 | ALTER EDWARD J | WINNRODE HOLDINGS LLC | 0 | ALLEN ST | 111 | 40,000 | 8,400 | 85,500 | 40,000 | 2.21 | 2.21 | ALSO M27-9-23 |
| 103 | 10/9/2023 | R22_11_2_ | BRIGGADOOD REALTY TRUST | MOLINA REALTY LLC | 131 | PERRYBOW ST | 111 | 540,000 | 409,000 | 485,500 | 540,000 | 0.90 | 0.90 | M 157327 927466 |
| 103 | 10/9/2023 | R22_11_33_ | MOLINA REALTY, LLC | GAGUIRRE NATALIO ENRIQUE | 242 | PINE ST | 105 | 268,000 | 200,000 | 342,100 | 410,000 | 0.83 | 0.83 | M 158731 925207 |
| 103 | 10/1/2023 | R12 15 20 | LYONS ABBY M and GRAINGER | KINGSLY THOMAS WARREN Jr | 15 | JUNE ST | 101 | 355,000 | 358,100 | 365,800 | 355,000 | 1.00 | 1.00 | M 158002 925071 |
| 103 | 10/12/2023 | H37 24 39A | BELOFD BENJAMIN | GENDEAU JOHN R | 543 | CLARK ST | 101 | 215,000 | 153,300 | 188,300 | 215,000 | 0.88 | 0.88 | M 159026 925487 |
| 103 | 10/12/2023 | M22 3 36 | MARTIN RENALD | LANDRY TAYLOR JACOB | 31 | JEAN ST | 101 | 310,000 | 274,000 | 286,600 | 310,000 | 0.92 | 0.92 | M 157925 924879 |
| 103 | 10/16/2023 | H22 10 18 | DOUCETTE MATTHEW | FILTEAU DANIEL A | 254 | COLEMAN ST | 101 | 386,500 | 265,800 | 312,100 | 386,500 | 0.81 | 0.81 | ALSO DEED 09/16/09 (PARCEL 1 & 2). ALL ARE COMBINED ON THIS PARCEL. |
| 103 | 10/16/2023 | M22_1_3_ | BUZZELL KENNETH E JR | CAPOCCIA ELI | 29 | BRANCH ST | 104 | 275,000 | 250,000 | 263,300 | 275,000 | 0.96 | 0.96 | M 158878 923587 |
| 103 | 10/18/2023 | M27_19_18_ | CARRIE ANN MARION COX | VANGELIETIS PEGUEIRO RAFAEL | 62 | ORIOLE ST | 101 | 330,000 | 297,200 | 324,900 | 330,000 | 0.98 | 0.98 | M 158300 923484 |
| 103 | 10/20/2023 | M17_12_2_ | Grand C REAL ESTATE HOLDINGS LLC | VF GARLOCK LLC | 77 | INDUSTRIAL ROWE | 400 | 9,598,585 | 9,598,585 | 4,605,500 | 9,598,585 | 0.48 | 0.48 | M17_12_2 & M17_12_4 SOLD TOGETHER |
| 103 | 10/20/2023 | M17 12 4 | Grand C REAL ESTATE HOLDINGS LLC | VF GARLOCK LLC | 409 | INDUSTRIAL ROWE | 409 | 9,400 | 9,400 | 9,598,585 | 9,400 | 0.00 | 0.00 | M17 12 2 & M17 12 4 SOLD TOGETHER |
| 103 | 10/20/2023 | M22 9 13 | GREENDOCK REAL ESTATE LLC | CHRY REALTY LLC | 37 | GREENWOOD ST | 101 | 500,000 | 399,200 | 473,900 | 500,000 | 0.94 | 0.94 | PERMITS AFTER SALE - RESOLD 2024 FOR 470K |
| 103 | 10/23/2023 | R12 3 2 | REDMAN LAURIE ANN | FIRST LAND INVESTMENTS LLC | 101 | INDUSTRIAL ST | 101 | 340,700 | 340,700 | 349,600 | 340,700 | 1.04 | 1.04 | M 161070 927356 |
| 103 | 10/24/2023 | M27 100 0204 | MATSON HOMES INC | WILLIAMS ANDREW R | 90 | LAKE ST | 102 | 170,000 | 167,700 | 175,200 | 170,000 | 1.03 | 1.03 | M 158982 925416 |
| 103 | 10/24/2023 | R12_3_2_ | FIRST LAND INVESTMENTS LLC | MF DEVELOPMENTS LLC | 103 | FIRST LAND INVESTMENTS LLC | 103 | 270,500 | 270,500 | 345,600 | 270,500 | 1.29 | 1.29 | PERMITS AFTER SALE - RESOLD 2024 FOR 470K |
| 103 | 10/24/2023 | R27_19_3_ | MORSE AMANDA | KUTEESA SHAKHAR | 4 | COMEE ST | 101 | 489,000 | 408,600 | 468,300 | 489,000 | 0.96 | 0.96 | M 158878 924937 |
| 103 | 10/24/2023 | R32 5 18_ | DYKE ROBERT D III | BURCKAS STEVEN R | 340 | MATTHEWS RD | 101 | 485,000 | 672,300 | 493,300 | 485,000 | 1.02 | 1.02 | LISTED AND SOLD IN 3 DAYS BEFORE MARKET WATER DAMAGED AT TIME OF SALE |
| 103 | 10/25/2023 | M22 18 26 | M3 INNOVATIONS INC | RAMIREZ RANDY A | 190 | WATERFORD ST | 104 | 412,000 | 270,100 | 392,000 | 412,000 | 0.85 | 0.85 | M 159415 925692 |
| 103 | 10/27/2023 | M22 9 61 | MHG 3 FUND LLC | HAAM TOVEM Properties LLC | 45 | GREENWOOD ST | 111 | 620,000 | 371,600 | 620,000 | 620,000 | 0.71 | 0.71 | M 158570 924096 |
| 103 | 10/27/2023 | M27 24 23 | FLODY MARY A | MORANWOCK ST | 73 | MORANWOCK ST | 101 | 311,000 | 275,200 | 293,600 | 311,000 | 0.91 | 0.91 | M 158451 925081 |
| 103 | 10/27/2023 | R27_17_11_ | FIRST CONGREGATIONAL CHURCH | OF AMERICA | 28 | GREEN ST | 960 | 500,000 | 1,635,200 | 2,038,700 | 500,000 | 4.08 | 4.08 | M 157614 928170 |
| 103 | 10/28/2023 | H12_10_14_ | LAKENESS UOAN SERVING LLC | CALESON EDUARDO | 289 | FERNWOOD DR | 101 | 273,800 | 245,200 | 273,800 | 273,800 | 1.29 | 1.29 | M 159779 925271 |
| 103 | 10/30/2023 | M17_2_2_ | O BREEN KATHLEEN | BENJAMIN CASEY E | 235 | BARTHEL AVE | 101 | 245,000 | 253,700 | 266,700 | 245,000 | 1.09 | 1.09 | M 159398 925512 |
| 103 | 10/30/2023 | M22_2_54_ | JACQUES MICHAEL S and LAURA V TRISTES | 377 PARKER STREET LLC | 377 | PARKER ST | 111 | 450,000 | 276,600 | 344,900 | 450,000 | 0.77 | 0.77 | M 158906 925356 |
| 103 | 10/31/2023 | M22 4 27 | ACHRAF | ORTI SANDRO | 172 | PARKER ST | 031 | 60,000 | 63,300 | 61,500 | 60,000 | 1.03 | 1.03 | M 159333 924496 |
| 103 | 10/31/2023 | M27 20 2 | MILLENNIUM HOLDING GROUP LLC | MARKELEAF RENTALS LLC | 171 | VERNON ST and 74 PARK | 111 | 513,000 | 388,300 | 456,600 | 513,000 | 0.86 | 0.86 | M 158779 925271 |
| 103 | 11/2/2023 | M22 20 47 | M and H INVESTMENTS LLC | RICHARD HOLDINGS LLC | 29 | WRIGHT ST | 111 | 420,000 | 403,400 | 472,700 | 420,000 | 1.13 | 1.13 | M 160197 927246 |
| 103 | 11/2/2023 | M27_24_48_ | LEBLANC PATRICIA M | DASILVA ELIAS GONCALVES | 80 | ONE ST | 105 | 462,000 | 356,300 | 397,800 | 462,000 | 0.86 | 0.86 | M 157907 926452 |
| 103 | 11/2/2023 | M22_3_4_ | JRIL LLC | ALULIADOR ELLIAH | 282 | PARKER ST | 101 | 292,000 | 216,900 | 283,700 | 292,000 | 0.97 | 0.97 | FULPED - FULL RENO |
| 103 | 11/3/2023 | M32_1_100_0502 | MARK D BOWERS | HENILLOMA BARRY | 26 | CENTURY WAY | 102 | 257,500 | 190,300 | 222,500 | 257,500 | 0.86 | 0.86 | M 159522 921925 |
| 103 | 11/3/2023 | M32 21 6 | BASSETT TODD | COPINEN ROY | 68 | ACADIA RD | 130 | 65,000 | 73,200 | 58,700 | 65,000 | 0.90 | 0.90 | M 159731 924726 |
| 103 | 11/2/2023 | R17 19 32 | WOOD JEFFREY | TORRES ALEXIS SANTIAGO | 67 | S MAIN ST | 101 | 298,900 | 286,600 | 207,000 | 298,900 | 0.86 | 0.86 | M 158904 925735 |
| 103 | 11/7/2023 | R17 12 24 | RANG HENG | SWEENEY JOHN | 24 | JACKSON PK | 101 | 320,000 | 485,700 | 481,600 | 320,000 | 1.51 | 1.51 | FORECLOSURE DEED - WAS AUCTIONED |
| 103 | 11/9/2023 | M27 13 23 | SOKOLOWSKI MARJORIE A | RUTA CANDACE CAROLYN | 105 | SAND ST | 101 | 375,000 | 289,600 | 307,500 | 375,000 | 0.95 | 0.95 | M 157010 924979 |
| 103 | 11/9/2023 | RO7_1_1_ | CARLSON DELORES E A | DEMALIA JAMES | 747 | TIMPANY BLVD | 101 | 265,000 | 397,600 | 398,900 | 265,000 | 1.51 | 1.51 | WORCESTER COUNTY DOCKET NO: WO21P27861EA |
| 103 | 11/9/2023 | R32 14 25_ | MOORE JAMES H | RESILIENT INVESTMENTS LLC | 52 | SUNSET RD | 101 | 185,000 | 268,500 | 424,800 | 185,000 | 2.30 | 2.30 | WORCESTER PROBATE DOCKET NO: WO21P088EA |
| 103 | 11/9/2023 | R22 11 12 | VALEDON OMAR M | NASH NATHAN | 126 | WASHINGTON ST | 105 | 390,000 | 343,700 | 416,800 | 390,000 | 1.07 | 1.07 | ALSO: 104 BICKFORD HILL RD, R 22-5-16B & R22-5-16C |
| 103 | 11/9/2023 | R22 5 16 | SIGEN CHRISTOPHER | FOSTER DONALD S II | 104 | BICKFORD HILL RD | 101 | 305,000 | 362,400 | 372,800 | 305,000 | 1.22 | 1.22 | M 160989 925167 |
| 103 | 11/9/2023 | R22 5 16A | SIG | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|-----|----------------------------|--------------------------------|---------------------------------|-----|-------------------|-----|---|---------|---------|---------|---------|------|------|---|-----------------|
| 103 | 12/15/2023 M22 10 328 | DOWNTOWN GARDNER HOLDINGS LLC | GARDNER REDEVELOPMENT AUTHORITY | 82 | MAIN ST | 830 | E | 50,000 | 0 | 92,800 | 50,000 | 1.86 | 1.86 | | |
| 103 | 12/15/2023 M27 17 64 | ADAMS ROSS | CORSI THOMAS | 72 | PELLEY ST | 101 | | 246,000 | 247,200 | 276,300 | 332,000 | 0.85 | 0.85 | SUBDIVIDED FROM M22-10-32 (82-84 MAIN ST) | M 159438 925210 |
| 103 | 12/15/2023 R22 9 2 | GUAY MARIO A and VERONICA F | DUMAS PAUL | 195 | LAWRENCE ST | 101 | | 525,000 | 423,700 | 423,100 | 525,000 | 0.81 | 0.81 | | M 162136 925233 |
| 103 | 12/15/2023 R27_24_59_ | FRIEND TUCKER N | GUAY MARIO | 20 | COMEE ST | 101 | | 560,000 | 564,800 | 564,900 | 560,000 | 1.01 | 1.01 | | M 158528 925273 |
| 103 | 12/15/2023 W27_4_14_ | MEANY JOHN W and ELIZABETH E | MEANY PHILIP A | 27 | CARTER RD | 101 | A | 210,000 | 275,300 | 288,600 | 210,000 | 1.37 | 1.37 | WORCESTER COUNTY DOCKET: W023P23825A | M 159296 925238 |
| 103 | 12/19/2023 M27_22_26_ | PROJECT 1111 INC | PEREZ LUJAN ELIZABETH MEJIA | 65 | COLEMAN ST | 104 | U | 290,000 | 306,300 | 321,900 | 290,000 | 1.11 | 1.11 | (SON & WIFE PURCHASED) | M 158545 925694 |
| 103 | 12/20/2023 M22 5 29 | WAGNER JOHN D TRULSTEE | POKIFIELD KAMANDA | 52 | VERNON ST | 101 | H | 310,000 | 256,100 | 296,700 | 310,000 | 0.97 | 0.97 | LAST MLS FOUND WAS FROM 2016 | M 160281 924569 |
| 103 | 12/20/2023 R12 8 178 | COMISKEY PATRICK J | COMISKEY PATRICK J | 58 | SUMMIT AVE | 101 | A | 93,000 | 294,600 | 296,800 | 93,000 | 3.19 | 3.19 | PROBATE DOCKET: W023P46026A | M 160472 924387 |
| 103 | 12/20/2023 R22 18 13 | MOLINA TONY A | AGUILAR OLIVER A | 376 | CHESTNUT ST | 105 | U | 630,000 | 332,500 | 745,900 | 630,000 | 1.18 | 1.18 | UNMARRIED COUPLE SEPARATION | M 160113 925350 |
| 103 | 12/21/2023 R17 15 10 | WORTHLEY AMY | BORKE NICHOLAS A | 41 | CLEVELAND ST | 101 | | 315,000 | 285,500 | 298,400 | 315,000 | 0.95 | 0.95 | LAST MLS LISTING WAS FROM 2021 SALE | M 160778 923642 |
| 103 | 12/21/2023 R22 19 27 | DORA DOROTHY K | BOUPHA PHAY | 94 | FAIRLAWN AVE | 101 | | 425,000 | 372,500 | 393,700 | 425,000 | 0.93 | 0.93 | | M 159447 924369 |
| 103 | 12/21/2023 R22_21_4_ | BOUPHA PHAY | PRATT KENNETH D | 385 | MAIN ST | 105 | | 447,000 | 335,300 | 433,600 | 447,000 | 0.97 | 0.97 | | M 162257 924114 |
| 103 | 12/21/2023 R27_23_5_ | HARRIS CHRISTOPHER N | FRILEY KETHA | 20 | WALNUT ST | 104 | O | 125,000 | 207,300 | 225,700 | 125,000 | 1.84 | 1.84 | PERMITS AFTER SALE - RESOLD 2024 FOR 220K | M 158403 925925 |
| 103 | 12/22/2023 M22_25_6_ | OROLIN SKYLAR | RODRIGUEZ GERARDO LOPEZ | 53 | EMERALD ST | 101 | | 300,000 | 312,000 | 317,500 | 300,000 | 1.13 | 1.13 | | M 158445 925574 |
| 103 | 12/22/2023 M27_7_14_ | LAFONTAINE ELEANOR E LIFE | TURNBROUGH SETH | 58 | HALFORD ST | 104 | | 320,000 | 259,000 | 272,500 | 320,000 | 0.85 | 0.85 | | M 159461 923607 |
| 103 | 12/27/2023 X17 7 100 03 02 | ARSENAL LT CHEYANNE | LANGFORD LAURINDA ROSA | 23 | OLIVE COLONIAL DR | 102 | | 249,900 | 194,300 | 223,200 | 249,900 | 0.89 | 0.89 | | M 160408 923485 |
| 103 | 12/28/2023 M17 15 3 | RUSSO JOHN and CARMELLA | COLLETTE JOSEPH | 350 | W BROADWAY | 101 | H | 400,000 | 310,800 | 327,100 | 400,000 | 0.82 | 0.82 | WORCESTER PROBATE DOCKET: W023P2694EA | M 159461 923607 |
| 103 | 12/29/2023 M27 17 10 | LEAHY ELIZABETH M and ROBERT G | ALBERT ANGELA | 260 | WEST ST | 101 | | 250,000 | 235,400 | 243,200 | 250,000 | 0.97 | 0.97 | | M 158445 925574 |
| 103 | 12/29/2023 M27 4 6A | DWYER ROBERT A | BOMBAY LLC | 307 | PARK ST | 101 | | 125,000 | 217,200 | 125,700 | 125,000 | 1.01 | 1.01 | | M 159176 926283 |



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 26, 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 Certification of City Valuations- LA4

Dear Madam President and Councilors,

Following the close of the Fiscal Year, the City Assessor's Office conducts a statutorily required review of the valuations of properties in the City across all classifications of properties. This is known as the LA4 Certification Process.

Attached, please find the City-wide valuation report of all properties in the City as well as the property designation code guide produced by the Massachusetts Department of Revenue for your information.

This is all part of the process to eventually set the tax rate for the current fiscal year. The remaining steps in that process that are yet to be done include the certification of free cash, the certification of the tax recapitulation sheet, and the public hearing and vote by the City Council on the tax classification.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2024

Fiscal Year 2025

| Property Type | Parcel Count | Class1 Residential | Class2 Open Space | Class3 Commercial | Class4 Industrial | Class5 Pers Prop |
|---|--------------|----------------------|-------------------|--------------------|-------------------|--------------------|
| 101 | 4,032 | 1,374,021,800 | | | | |
| 102 | 547 | 95,856,900 | | | | |
| MISC 103,109 | 80 | 23,320,200 | | | | |
| 104 | 546 | 161,087,800 | | | | |
| 105 | 262 | 107,557,000 | | | | |
| 111-125 | 180 | 178,375,800 | | | | |
| 130-32,106 | 458 | 16,926,900 | | | | |
| 200-231 | 0 | | 0 | | | |
| 300-393 | 293 | | | 169,836,400 | | |
| 400-442 | 135 | | | | 86,390,740 | |
| 450-452 | 5 | | | | 1,874,400 | |
| CH 61 LAND | 4 | 0 | 0 | 17,661 | | |
| CH 61A LAND | 3 | 3 | 0 | 30,000 | | |
| CH 61B LAND | 6 | 6 | 0 | 501,800 | | |
| 012-043 | 59 | 22,232,880 | 0 | 13,552,059 | 727,000 | |
| 501 | 148 | | | | | 9,496,510 |
| 502 | 152 | | | | | 23,294,220 |
| 503 | 0 | | | | | 0 |
| 504 | 3 | | | | | 57,961,950 |
| 505 | 2 | | | | | 2,585,100 |
| 506 | 0 | | | | | 0 |
| 508 | 3 | | | | | 1,055,600 |
| 550-552 | 7 | | | | | 14,764,300 |
| TOTALS | 6,934 | 1,979,379,280 | 0 | 183,937,920 | 88,992,140 | 109,157,680 |
| Real and Personal Property Total Value | | | | | | 2,361,467,020 |
| Exempt Parcel Count & Value | | | | | 512 | 483,578,300 |

For CH 61, 61A and 61B Land: enter the mixed use parcel count in the left-hand box, and enter the 100% Chapter land parcel count in the right-hand box.

| Signatures |
|--|
| Board of Assessors |
| Paulette A. Burns, Assessor , Gardner , duncan.burns75@gmail.com 978-630-4004 9/18/2024 9:42 AM |
| Christine Marie Kumar, City Assessor , Gardner , ckumar@gardner-ma.gov 978-630-4004 9/17/2024 11:13 AM |
| Charles R. Leblanc, Assessor , Gardner , leblanc37@comcast.net 978-630-4004 9/18/2024 9:47 AM |

ASSESSMENT/CLASSIFICATION REPORT as of January 1, 2024

Fiscal Year 2025

Comments

No comments to display.

Documents

Documents have been uploaded.

MULTIPLE-USE PROPERTY

CODE 0

Real property used or held for use for more than one purpose, including parcels with multiple detached or attached buildings, are considered multiple-use property for classification purposes. Any necessary related land on a multiple-use property must be allocated among the classes of property within the building.

The first digit of multiple-use property is always a zero (0). The second and third digits are the major classification of the property represented. The digits following zero (0) are listed in the order of major importance.

Examples

Since the guidelines for coding multiple-use property are unique, several specific examples of how to identify such property with these codes are listed here. These are only examples and do not represent all possible multiple use codes. **Note: The mixed use code is limited to three digits and can only describe two classes of property.**

013 Multiple-Use, primarily Residential

A building with a retail store on the first floor, apartments on the upper floors, and a major portion of the related land is reserved for tenant parking.

031 Multiple-Use, primarily Commercial

A building with retail use on the first floor, office space on the second and third floors, apartments on the fourth floor and a major portion of the related land is allocated for commercial use.

037 Multiple-Use, primarily Commercial with part of land designated under Chapter 61A use

A farm property with land and buildings predominantly used for commercial farming with part of land (at least 5 acres) designated horticulture/agricultural under Chapter 61A.

021 Multiple-Use, primarily Open Space

A single-family house with substantial acreage designated open space by the assessors.

RESIDENTIAL

CODE 1

M.G.L. Chapter 59 §2A: All real property used or held for human habitation containing one or more dwelling units including rooming houses with facilities assigned and used for living, sleeping, cooking and eating on a non-transient basis, and including a bed and breakfast home with no more than three rooms for rent. Such property includes accessory land, buildings or improvements incidental to such habitation and used exclusively by the residents of the property or their guests. Such property shall include: (i) land that is situated in a residential zone and has been subdivided into residential lots, and (ii) land used for the purpose of a manufactured housing community, as defined in Chapter 140, §32F. Such property shall not include a hotel or motel.

Incidental accessory land, buildings or improvements would include garages, sheds, in-ground swimming pools, tennis courts, etc. Non-incidental accessory land, classified and coded differently, would include mixed use properties, such as a variety store, machine shop, etc. on a residential parcel.

10 Residences

- 101Single Family
- 102Condominium
- 103Mobile Home (includes land used for purpose of a mobile home park)
- 104Two-Family
- 105Three-Family
- 106Accessory Land with Improvement - garage, etc.
- 107(Intentionally left blank)
- 108(Intentionally left blank)
- 109Multiple Houses on one parcel (for example, a single and a two-family on one parcel)

11 Apartments

- 111Four to Eight Units
- 112More than Eight Units
- 113.... (Intentionally left blank)
- 114.....Affordable Housing Units (**Greater than 50% of the units qualify**) Categorize per MGL 184, § 26, § 31 for definition of governmental body and affordable housing restriction

12 Non-Transient Group Quarters

- 121 Rooming and Boarding Houses
- 122..... Fraternity and Sorority Houses
- 123..... Residence Halls or Dormitories
- 124..... Rectories, Convents, Monasteries
- 125..... Other Congregate Housing which includes non-transient shared living arrangements

13 Vacant Land in a Residential Zone or Accessory to Residential Parcel

- 130..... Developable Land
- 131..... Potentially Developable Land
- 132..... Undevelopable Land

14 Other

- 140..... Child Care Facility (M.G.L. Chapters 59 §3F; 40A §9C) (see also Code 352)

OPEN SPACE**CODE 2**

M.G.L. Chapter 59 §2A: Land which is not otherwise classified and which is not taxable under the provisions of Chapter 61, 61A or 61B, or taxable under a permanent conservation restriction, and which land is not held for the production of income but is maintained in an open or natural condition and which contributes significantly to the benefit and enjoyment of the public.

For land designated as Forest, Agricultural/Horticultural and Recreational under Chapters 61, 61A, 61B, see Codes 6, 7, 8. Land placed under conservation restriction according to Chapter 184, §31 is to be classified according to its use as residential, commercial or industrial property.

20 Open Land in a Residential Area

- 201Residential Open Land
- 202Underwater Land or Marshes not under public ownership located in residential area (typically, privately owned ponds, lakes, salt marshes or other wetlands of non-commercial use)

21 Open Land in Rural Area

- 210Non-Productive Agricultural Land (that part of an operating farm not classified as Chapter 61A Agricultural/Horticultural or Chapter 61 Forest Land)
- 211Non-Productive Vacant Land

22 Open Land in a Commercial Area

- 220Commercial Vacant Land (acreage without site improvements and not in commercial use)
- 221Underwater Land or Marshes not under public ownership located in commercially zoned area

23 Open Land in an Industrial Area

- 230..... Industrial Vacant Land (acreage without site improvements and not in commercial or industrial use)
- 231..... Underwater Land or Marshes not under public ownership located in industrial area

Chapter 61, 61A, 61B Property Being Classified as Open Space

Forest, Agricultural/Horticultural and Recreational lands valued according to M.G.L. Chapters 61, 61A 61B and is being classified as open space. (Without an Open Space Classification they must be placed in Codes 6, 7 or, see page 8.)

26 Forest Land

- 261..... All land designated under Chapter 61
- 262..... Christmas Trees

27 Agricultural/Horticultural

All land that designated under Chapter 61A. (Land devoted to this use must be in excess of 5 acres and meet other requirements of the law and is being classified as open space.) Note Non-Productive land is being coded as 29.

Productive Land

- 270..... Cranberry Bog
- 271..... Tobacco, Sod
- 272..... Truck Crops - vegetables
- 273..... Field Crops - hay, wheat, tillable forage cropland etc.
- 274..... Orchards - pears, apples, grape vineyards etc.
- 275..... Christmas Trees
- 276..... Necessary related land-farm roads, ponds, land under farm buildings
- 277..... Productive Woodland - woodlots
- 278..... Pasture
- 279..... Nurseries

Non-Productive Land

- 290..... Wet land, scrub land, rock land

28 Recreational Land

All property designated under Chapter 61B. (If an area has more than one use according to the codes below, use the code which represents the primary use of the land and is being classified as open space.)

- 280Productive woodland -woodlots
- 281Hiking - trails or paths, Camping - areas with sites for overnight camping, Nature Study - areas specifically for nature study or observation
- 282Boating - areas for recreational boating and supporting land facilities
- 283Golfing - areas of land arranged as a golf course
- 284Horseback Riding - trails or areas
- 285Hunting - areas for the hunting of wildlife and Fishing Areas
- 286Alpine Skiing - areas for “downhill” skiing and Nordic Skiing - areas for “cross-country” skiing
- 287Swimming Areas and Picnicking Areas
- 288Public Non-Commercial Flying - areas for gliding or hand-gliding
- 289Target Shooting - areas for target shooting such as archery, skeet or approved fire-arms

COMMERCIAL

CODE 3

M.G.L. Chapter 59 §2A: All real property used or held for use for business purposes and not specifically included in another class, including but not limited to any commercial, business, retail, trade, service, recreational, agricultural, artistic, sporting, fraternal, governmental, educational, medical or religious enterprise for non-profit purposes.

30 Transient Group Quarters

- 300..... Hotels
- 301..... Motels
- 302..... Inns, Resorts or Tourist Homes
- 303..... (Intentionally left blank)
- 304..... Nursing Homes - includes property designed for minimal care with or without medical facilities
- 305..... Private Hospitals
- 306..... Care and Treatment Facilities - designed and used on a transient basis, including half-way houses or other types of facilities that service the needs of people

31 Storage Warehouses and Distribution Facilities

- 310..... Tanks Holding Fuel and Oil Products for Retail Distribution, either Above Ground or Underground (Underground tanks of service stations would be real estate; however, above ground tanks that rest on concrete saddles or steel frames that can be separated without damage are personal property.)
- 311..... Bottled Gas and Propane Gas Tanks
- 312..... Grain and Feed Elevators
- 313..... Lumber Yards
- 314..... Trucking Terminals
- 315..... Piers, Wharves, Docks and related facilities that are used for storage and transit of goods
- 316..... Other Storage, Warehouse and Distribution facilities (see also Industrial Code 401)
- 317..... Farm Buildings - barns, silo, utility shed, etc.
- 318..... Commercial Greenhouses

32 Retail Trade

- 321Facilities providing building materials, hardware and farm equipment, heating, hardware, plumbing, lumber supplies and equipment
- 322Discount Stores, Junior Department Stores, Department Stores
- 323Shopping Centers/Malls
- 324Supermarkets (in excess of 10,000 sq. ft.)
- 325Small Retail and Services stores (under 10,000 sq. ft.)
- 326Eating and Drinking Establishments - restaurants, diners, fast food establishments, bars, nightclubs

33 Retail Trade - Automotive, Marine Craft and Other Engine Propelled Vehicles, Sales and Service

- 330Automotive Vehicles Sales and Service
- 331Automotive Supplies Sales and Service
- 332Auto Repair Facilities
- 333Fuel Service Areas - providing only fuel products
- 334Gasoline Service Stations - providing engine repair or maintenance services, and fuel products
- 335Car Wash Facilities
- 336Parking Garages
- 337Parking Lots - a commercial open parking lot for motor vehicles
- 338Other Motor Vehicles Sales and Services

34 Office Building

- 340General Office Buildings
- 341Bank Buildings
- 342Medical Office Buildings

35 Public Service Properties (see Code 9 for Exempt Public Service Properties)

- 350..... Property Used for Postal Services
- 351..... Educational Properties
- 352..... Day Care Centers, Adult (see also Code 140)
- 353..... Fraternal Organizations
- 354..... Bus Transportation Facilities and Related Properties
- 355..... Funeral Homes
- 356..... Miscellaneous Public Services - professional membership organizations, business associations, etc.

36 Cultural and Entertainment Properties

- 360..... Museums
- 361..... Art Galleries
- 362..... Motion Picture Theaters
- 363..... Drive-In Movies
- 364..... Legitimate Theaters
- 365..... Stadiums
- 366..... Arenas and Field Houses
- 367..... Race Tracks
- 368..... Fairgrounds and Amusement Parks
- 369..... Other Cultural and Entertainment Properties

37 Indoor Recreational Facilities

- 370..... Bowling
- 371..... Ice Skating
- 372..... Roller Skating
- 373..... Swimming Pools
- 374..... Health Spas
- 375..... Tennis and/or Racquetball Clubs
- 376..... Gymnasiums and Athletic Clubs
- 377..... Archery, Billiards, other indoor facilities

38 Outdoor Recreational Properties (excluding those classified under General Laws 61B)

- 380Golf Courses
- 381Tennis Courts
- 382Riding Stables
- 383Beaches or Swimming Pools
- 384Marinas - including marine terminals & associated areas primarily for recreational marine craft
- 385Fish and Game Clubs
- 386Camping Facilities - accommodations for tents, campers or travel trailers
- 387Summer Camps - children's camps
- 388Other Outdoor facilities - e.g., driving ranges, miniature golf, baseball batting ranges, etc.
- 389Structures on land classified under Chapter 61B Recreational Land

39 Vacant Land - Accessory to Commercial parcel or not specifically included in another class

- 390Developable Land
- 391Potentially developable Land
- 392Undevelopable Land
- 393Agricultural/Horticultural Land not included in Chapter 61A

INDUSTRIAL

CODE 4

M.G.L. Chapter 59 §2A: All real property used or held for use for manufacturing, milling, converting, producing, processing, extracting or fabricating materials unserviceable in their natural state to create commercial products or materials; the mechanical, chemical or electronic transformation of property into new products and any use that is identical to or an integral part of such use, whether for profit or non-profit purposes; property used or held for uses for the storage, transmitting and generating of utilities.

40 Manufacturing and Processing

- 400..... Buildings for manufacturing operations
- 401..... Warehouses for storage of manufactured products
- 402..... Office Building - part of manufacturing operation
- 403..... Land - integral part of manufacturing operation
- 404..... Research and Development facilities

41 Mining and Quarrying

- 410..... Sand and Gravel
- 411..... Gypsum
- 412..... Rock
- 413..... Other

42 Utility Properties

- 420..... Tanks
- 421..... Liquid Natural Gas Tanks
- 423..... Electric Transmission Right-of-Way
- 424..... Electricity Regulating Substations
- 425..... Gas Production Plants
- 426..... Gas Pipeline Right-of Way
- 427..... Natural or Manufactured Gas Storage
- 428..... Gas Pressure Control Stations

43 Utility Properties - Communication

- 430 Telephone Exchange Stations
- 431 Telephone Relay Towers; Cell towers
- 432 Cable TV Transmitting Facilities
- 433 Radio, Television Transmission Facilities
- 434 Telecommunication Data Centers

44 Vacant Land - Accessory to Industrial Property

- 440 Developable Land
- 441 Potentially Developable Land
- 442 Undevelopable Land

45 Electric Generation Plants

- 450 Electric Generation Plants
- 451 Electric Generation Plants, Renewable Energy
- 452 Electric Generation Plants, Agreement Value

PERSONAL PROPERTY

CODE 5

M.G.L. Chapter 59 §2: All personal property...wherever situated, unless expressly exempt, shall be subject to taxation.

501..... Individuals, Partnerships, Associations, Trusts, Limited Liability Companies and other non-incorporated entities filing for federal income tax purposes as non-incorporated entities

All personal property is taxable and includes: stock in trade, machinery used in the conduct of the business, personal property used in connection with any cleaning or laundry processes, machinery used in the refrigeration of goods or in the air conditioning of premises, and all furnishings and effects not kept at an individual's domicile.

502..... Business Corporations, as defined in Chapter 63 §30 and taxable under Chapter 63§39, including unincorporated entities treated as corporations for federal income tax purposes.

Taxable personal property includes only: underground conduits, poles, wires and pipes, whether on public or private property; and machinery used in the conduct of the business, except stock in trade or machinery directly used in connection with dry cleaning or laundering processes, refrigeration of goods, air conditioning of premises or in any purchasing, selling, accounting or administrative function.

503..... Classified Manufacturing Corporations*, as defined in Ch. 63 §42B, including unincorporated entities treated as corporations for federal income tax purposes.

Taxable personal property includes only: underground conduits, poles, wires and pipes whether on public or private property.

*Includes Classified Research & Development Corporations in communities accepting local option R & D exemptions and Classified Manufacturing and Research & Development LLCs with single member disregarded entities in communities accepting that local option exemption.

504..... Utility Corporations, other than Telephone and Pipeline Corporation, taxed as business corporations, including unincorporated entities treated as corporations for federal income tax purposes.

Taxable personal property includes only: underground conduits, poles, wires and pipes whether on public or private property; and machinery used in the conduct of business, except stock in trade or machinery directly used in connection with dry cleaning or laundering processes, refrigeration of goods, air conditioning of premises or in any purchasing, selling, accounting or administrative function.

505..... Machinery, Poles, Wires and Underground Conduits, Wires and Pipes of all Telephone and Telegraph Companies, as determined by the Commissioner of Revenue.

506..... Pipelines of 25 Miles or More in Length for Transmitting Natural Gas or Petroleum, as determined by the Commissioner of Revenue.

508..... Cellular/Mobile Wireless Telecommunications Companies

550..... Electric Generation Plants Personal Property

551..... Electric Generation Plant P.P., Renewable Energy

552..... Electric Generation P. P., Agreement Value

CHAPTER 61, 61A, 61B PROPERTY

Forest, Agricultural/Horticultural and Recreational lands valued according to M.G.L. Chapters 61, 61A 61B are not specifically included in any of the four major classifications. The commercial property tax rate, however, is the applicable rate for land under these chapters.

CODE 6

Forest Land

- 601..... All land designated under Chapter 61
- 602..... Christmas Trees

CODE 7

Agricultural/Horticultural

All land that has been designated under Chapter 61A. (Land devoted to this use must be in excess of 5 acres and meet other requirements of the law.)

71 Productive Land (Including Necessary and Related Land)

- 710..... Cranberry Bog
- 711..... Tobacco, Sod
- 712..... Truck Crops - vegetables
- 713..... Field Crops - hay, wheat, tillable forage cropland etc.
- 714..... Orchards - pears, apples, grape vineyards etc.
- 715..... Christmas Trees
- 716..... Necessary Related Land-farm roads, ponds, Land under farm buildings
- 717..... Productive Woodland **61A with a Forest Management Plan**; woodlots
- 718..... Pasture
- 719..... Nurseries

72 Non-Productive Land

- 720..... Wet land, scrub land, rock land

CODE 8

Recreational Land

All property that has been designated under Chapter 61B. (If an area has more than one use according to the codes below, use the code which represents the primary use of the land).

- 801Hiking - trails or paths
- 802Camping - areas with sites for overnight camping
- 803Nature Study - areas specifically for nature study or observation
- 804Boating - areas for recreational boating and supporting land facilities
- 805Golfing - areas of land arranged as a golf course
- 806Horseback Riding - trails or areas
- 807Hunting - areas for the hunting of wildlife
- 808Fishing Areas
- 809Alpine Skiing - areas for “downhill” skiing
- 810Nordic Skiing - areas for “cross-country” skiing
- 811Swimming Areas
- 812Picnicking Areas
- 813Public Non-Commercial Flying - areas for gliding or hand-gliding
- 814Target Shooting - areas for target shooting such as archery, skeet or approved fire-arms
- 815Productive Woodland - woodlots

EXEMPT PROPERTY**CODE 9**

All property which is totally exempt from taxation under various provisions of the law and owned by:

90 Public Service Properties

- 900..... United States Government
901..... (Intentionally left blank)

91 Commonwealth of Massachusetts – Reimbursable Land

- 910..... Department of Conservation and Recreation, Division of State Parks and Recreation
911..... Division of Fish and Game Wildlife, Environmental Law Enforcement
912..... Department of Corrections, Division of Youth Services
913..... Department of Public Health, Soldiers' Homes
914..... Department of Mental Health, Department of Mental Retardation
915..... Department of Conservation and Recreation, Division of Water Supply Protection
916..... Military Division – Campgrounds
917..... Education – Univ. of Mass, State Colleges, Community Colleges
918..... Department of Environmental Protection, Low-level Radioactive Waste Management Board
919..... Other

92 Commonwealth of Massachusetts – Non Reimbursable

- 920..... Department of Conservation and Recreation, Division of Urban Parks and Recreation
921..... Division of Fish and Game , DFW Environmental Law Enforcement, Department of Environmental Protection
922..... Department of Corrections, Division of Youth Services, Mass Military, State Police, Sheriffs' Departments
923..... Department of Public Health, Soldiers' Homes, Department of Mental Health, Department of Mental Retardation
924..... Mass Highway Department
925..... Department of Conservation and Recreation Division of Water Supply Protection conservation restrictions and sewer easements), Urban Parks
926..... Judiciary

- 927Education – Univ. of Mass, State Colleges, Community Colleges
928Division of Capital Asset Management, Bureau of State Office Buildings
929Other

GASB 34 Codes**93 Municipal or County Codes**

- 930Vacant, Selectmen or City Council
931Improved, Selectmen or City Council
932Vacant, Conservation
933Vacant, Education
934Improved, Education
935Improved, Municipal Public Safety
936Vacant, Tax Title/ Treasurer
937Improved, Tax Title/ Treasurer
938Vacant, District
939Improved, District

94 Educational Private

- 940.....Elementary Level
941.....Secondary Level
942.....College or University
943.....Other Educational
944.....Auxiliary Athletic
945.....Affiliated Housing
946.....Vacant
947.....Other

95 Charitable

- 950Vacant, Conservation Organizations
951Other
952Auxiliary Use (Storage, Barns, etc.)
953Cemeteries
954Function Halls, Community Centers, Fraternal Organizations
955Hospitals
956Libraries, Museums
957Charitable Services
958Recreation, Active Use
959Housing, Other

96 Religious Groups

- 960Church, Mosque, Synagogue, Temple, etc.
961Rectory or Parsonage, etc.
962 Other

97 Authorities

- 970..... Housing Authority
- 971..... Utility Authority, Electric, Light, Sewer,
Water
- 972..... Transportation Authority
- 973..... Vacant, Housing Authority
- 974..... Vacant, Utility Authority
- 975..... Vacant, Transportation Authority

98 Land Held by other Towns, Cities or Districts

- 980..... Vacant, Selectmen or City Council, Other
City or Town
- 981..... Improved, Selectmen or City Council, Other
City or Town
- 982..... Vacant, Conservation, Other City or Town
- 985..... Improved Municipal or Public Safety, Other
City or Town
- 988..... Vacant, Other District
- 989..... Improved, Other District

99 Other

- 990..... 121A Corporations
- 991..... Vacant, County or Regional
- 992..... Improved, County or Regional, Deeds or
Administration
- 993..... Improved Count or Regional Correctional
- 994..... Improved County or Regional Association
Commission
- 995..... Other, Open Space
- 996..... Other, Non-Taxable Condominium Common
Land
- 997..... Other



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 26, 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 Certification of New Growth – LA13

Dear Madam President and Councilors,

Following the close of the Fiscal Year, the City Assessor's Office conducts a statutorily required review of the growth that the City's tax based experienced since the budget was approved. This process, known as the LA-13 certification, is the second part of the procedure that eventually leads to the City's tax rate for the current fiscal year being set.

The Commonwealth's Department of Revenue defines "New Growth," as improvements to properties that have been made as well as new construction that has occurred since the fiscal year's budgetary appropriations were originally approved. In order for new construction to be factored into new growth, a full certificate of occupancy and final inspection must be done, issued, and completed.

The City's New Growth amount was certified at \$282,351.00.

This is positive for the City, in that it is \$32,351.00 higher than what the Administration budgeted for in our revenue estimates for FY2024.

However, it is also worth noting that this is also the lowest amount free cash has been certified at for the City since 2015. (See Figure 1) There are several factors that lead to this. New growth is solely based on the amount of investment that people do on their properties. If a property has been purchased but the plans have neither been started, nor completed yet, then that growth is not yet captured on the site.

While there has been an increased interest in the City, particularly within the Downtown, a lot of these projects are on hold awaiting electrical upgrades and transformer installation from National Grid, which has a 18 to 24 month lead time between order and installation currently.

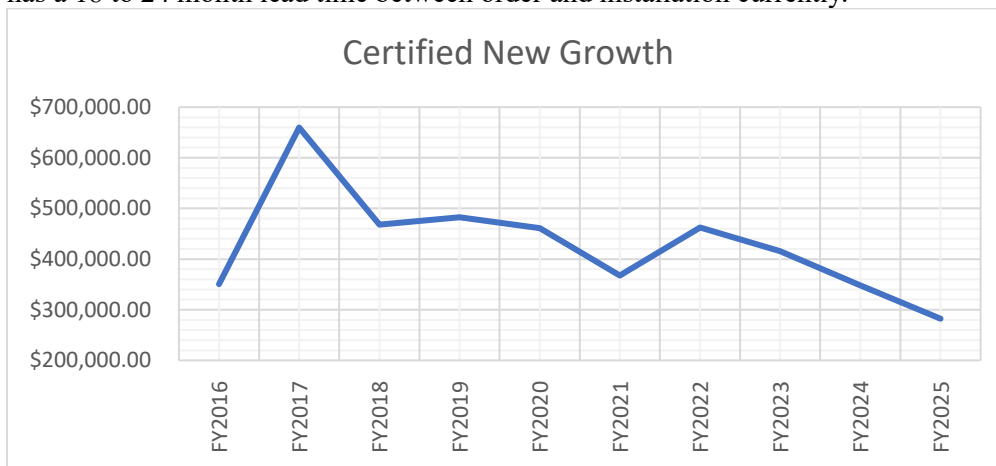


Figure 1: Certified New Growth- FY16-FY25 (Source: Massachusetts Department of Revenue)

Additionally, trends for homeowner investments into their properties also tend to mimic economic trends. With inflation still high and the price of materials still at a higher range than a few years ago, fewer people are making large scale improvements to their homes or have put their projects on hold, waiting to see if the market dips down again. This is not unique to Gardner, but is something that many communities across the Commonwealth and country are experiencing.

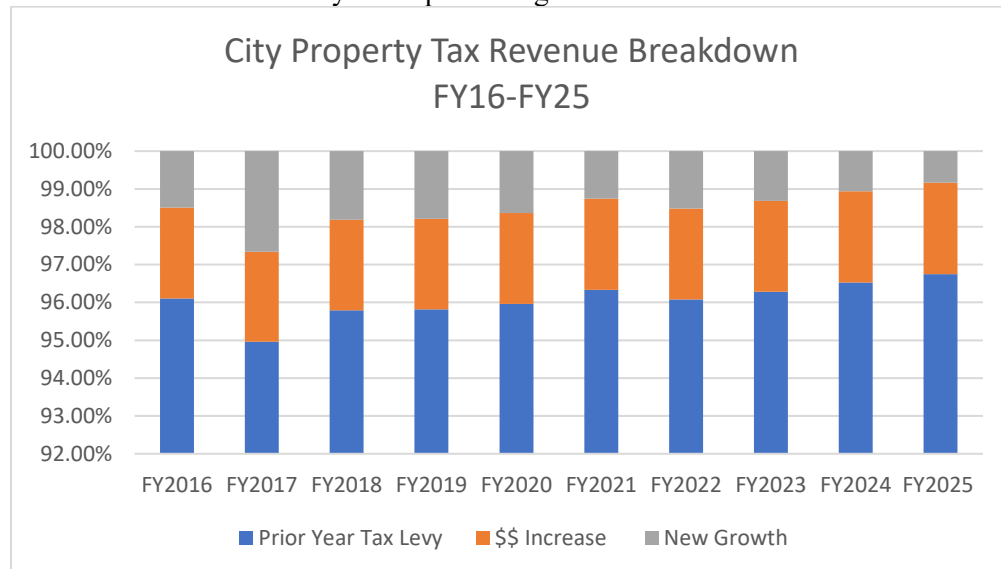


Figure 2: City of Gardner Property Tax Revenue Breakdown- FY16-25 (Source: Massachusetts Department of Revenue)

However, I previously stated, this is still positive for the City with the amount still being over budgeted revenues. While the amount of new growth this year is a smaller percentage of the overall revenue for the City, it does provide us with more than anticipated. The Administration will be weighing the options of submitting a supplemental budget or having this difference call to free cash at the end of the fiscal year. As that decision gets made, I will be sure to notify the Council ahead of time as I have done in the past.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

LA13 Tax Base Levy Growth

Retain documentation for 5 years in case of DOR audit - Fiscal Year 2025

| Property Class | (A)
All Prior Year Abatement No. | (B)
All Prior Year Abatement Values | (C)
New Growth Valuation | (D)
PY Tax Rate | (E)
Tax Levy Growth |
|-----------------------------------|-------------------------------------|--|-----------------------------|--------------------|------------------------|
| RESIDENTIAL | | | | | |
| SINGLE FAMILY (101) | 2 | 176,000 | 4,551,100 | | |
| CONDOMINIUM (102) | 0 | 0 | 50,900 | | |
| TWO & THREE FAMILY (104 & 105) | 0 | 0 | 1,685,900 | | |
| MULTI - FAMILY (111-125) | 1 | 503,000 | 2,376,000 | | |
| VACANT LAND (130-132 & 106) | 0 | 0 | 189,700 | | |
| ALL OTHERS (103, 109, 012-018) | 0 | 0 | 459,000 | | |
| TOTAL RESIDENTIAL | 3 | 679,000 | 9,312,600 | 14.99 | 139,596 |
| OPEN SPACE | 0 | 0 | 0 | | |
| OPEN SPACE - CHAPTER 61, 61A, 61B | 0 | 0 | 0 | | |
| TOTAL OPEN SPACE | 0 | 0 | 0 | 0.00 | 0 |
| COMMERCIAL | 1 | 11,800 | 2,443,600 | | |
| COMMERCIAL - CHAPTER 61, 61A, 61B | 0 | 0 | 0 | | |
| TOTAL COMMERCIAL | 1 | 11,800 | 2,443,600 | 14.99 | 36,630 |
| INDUSTRIAL | 0 | 0 | 122,900 | 14.99 | 1,842 |
| PERSONAL PROPERTY | 3 | 451,940 | 6,996,840 | 14.99 | 104,883 |
| TOTAL REAL & PERSONAL | 7 | 1,142,740 | 18,875,940 | | 282,951 |

Community Comments:

400 MATTHEWS RD (W37//21/1) - THE ADDITION OF 2 LARGE METAL BUILDINGS, INCREASED PRIME ACREAGE, ADDED STORAGE CONTAINERS. 32-52 PARKER STREET (M22//5/24) - 2 BUILDINGS UNDER CONSTRUCTION WENT FROM 38 AND 43 PERCENT TO 100 PERCENT COMPLETE I did make some adjustments that lowered the total (as compared to the Vision report from 9/17/24).

Signatures

Board of Assessors

LA13 Tax Base Levy Growth

Retain documentation for 5 years in case of DOR audit - Fiscal Year 2025

Signatures

Paulette A. Burns, Assessor , Gardner , duncan.burns75@gmail.com 978-630-4004 | 9/18/2024 9:43 AM

Christine Marie Kumar, City Assessor , Gardner , ckumar@gardner-ma.gov 978-630-4004 | 9/17/2024 11:58 AM

Charles R. Leblanc, Assessor , Gardner , leblanc37@comcast.net 978-630-4004 | 9/18/2024 9:47 AM

Documents

Documents have been uploaded.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 27, 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 City Employee Health Insurance Rates

Dear Madam President and Councilors,

Every year in August and September, the City meets with our insurance broker, Cook and Company, to review trends in our insurance claims and set our insurance rates for the upcoming insurance year – October 1 through September 30th.

For several years, the City did not increase health insurance rates for our employees, but did increase them slightly over the last few years.

As the City is a self-insured organization with Blue Cross Blue Shield managing our Health Insurance Trust Fund, this is something that the trends in claims impact a lot more than if the City was managing its own trust.

During the last year, those on the City's insurance experienced an unprecedented number of high claims that were not predicted when the rates were set in September of last year. Due to these claims and the costs associated with them, Blue Cross Blue Shield and Cook and Company recommended increases in insurance rates of 24% for the coming year.

Understanding the substantial impact this has on both the City's employees, and the City's general fund (the City covers 75% of premiums and employee payroll deductions cover 25%), the City has decided to increase insurance rates by 20% and cover the difference in revenue from the City's share to help slightly alleviate this increase to our employees. Additionally, where as the current health insurance plan is a New England Plan, we are also now offering a Massachusetts Plan that would only see an increase in rates of 15% for those that chose this offering. Dental insurance Rates have been increased by 3%. Additionally, this is the first time that Mental Health has been listed on our high claim list and the largest amount that issues related to alcohol has been listed as well. As such, the City's Human Resources department is working with our insurance company to launch a series of wellness programs to address these issues during the coming year.

Additionally, the Administration has made the decision to only extend this plan year through June 30th, 2025, so that the insurance year will now line up with the fiscal year to assist with regular budgetary planning for the upcoming fiscal year so that we are not caught with these unanticipated large increases in the future.

It should be noted that this increase only impact current employees on our family and individual plans. This does not impact our retirees on MedEx plans.

The full information packets received by Blue Cross and Cook and Company are attached to this correspondence for your information.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

**Dental
Insurance
Rate
Worksheet**



HEALTH PLAN RENEWAL WORKSHEET

CITY OF GARDNER - DENTAL

FOR THE PERIOD OF OCTOBER 2024 THROUGH SEPTEMBER 2025
Based on Claims Through July 2024

| | <u>ORIGINAL PROJECTION</u> | <u>REVISED PROJECTION</u> | <u>%</u> | <u>RENEWAL PROJECTION</u> | <u>%</u> | <u>BCBS PROJECTION</u> |
|--------------------|----------------------------|---------------------------|----------|---------------------------|----------|------------------------|
| PAID CLAIMS | \$624,620 | \$653,244 | 3.6% | \$676,957 | 3.6% | \$678,324 |
| ADMIN FEE | 73,346 | 72,358 | 1.5% | 72,933 | 1.5% | 72,933 |
| OTHER COSTS | 0 | 0 | | 0 | | 0 |
| TOTAL | 697,966 | 725,602 | | 749,890 | | 751,257 |
| TRUST CONTRIBUTION | 744,768 | 734,842 | 3% | 752,910 | 2.6% | \$751,708 |
| SUB TOTAL | 46,802 | 57,211 | | 3,020 | | |
| DENTAL IBNR | 43,723 | 45,727 | | 47,387 | | |

| | <u>ORIGINAL PROJECTION</u> | | <u>RENEWAL PROJECTION</u> | | <u>BCBS RECOMMENDED RATES</u> | | | |
|---------------|----------------------------|----------|---------------------------|---------|-------------------------------|------|---------|----------|
| | IND | FAM | IND | FAM | IND | FAM | | |
| HEAD COUNTS | 397 | 438 | 387 | 431 | 391 | 432 | | |
| FUNDING RATES | \$42.96 | \$102.76 | 3% | \$44.25 | \$105.84 | 2.6% | \$43.67 | \$105.48 |

*10/1/23 - Added dental rider that covers dependents to the age of 26, regardless of full time student status.

8/13/2024
Final 9/4/24

**Health
Insurance
Rate
Worksheet**



HEALTH PLAN RENEWAL WORKSHEET
CITY OF GARDNER - ALL ACTIVE PLANS COMBINED
FOR THE PERIOD OF OCTOBER 2024 THROUGH SEPTEMBER 2025
 Based on Claims Through July, 2024

| | <u>ORIGINAL PROJECTION</u> | <u>REVISED PROJECTION</u> | <u>%</u> | <u>RENEWAL PROJECTION</u> | <u>%</u> | FINAL
<u>ALTERNATIVE PROJECTION 1</u> | <u>%</u> | <u>ALTERNATIVE PROJECTION 2</u> | <u>%</u> | <u>ALTERNATIVE PROJECTION 3</u> |
|---------------------|----------------------------|---------------------------|----------|---------------------------|----------|---|----------|---------------------------------|----------|---------------------------------|
| PAID CLAIMS | 9,431,164 | 10,236,717 | 7.6% | 10,458,533 | 7.6% | 10,458,533 | 7.6% | 10,458,533 | 7.6% | 10,458,533 |
| ADMIN FEE | 467,979 | 453,079 | 1.5% | 449,997 | 1.5% | 449,997 | 1.5% | 449,997 | 1.5% | 449,997 |
| REINSURANCE | 585,027 | 571,003 | 20% | 685,204 | 20% | 685,204 | 20% | 685,204 | 20% | 685,204 |
| OTHER COSTS | 0 | -39,374 | | 0 | | 0 | | 0 | | 0 |
| TOTAL | 10,484,170 | 11,221,425 | | 11,593,734 | | 11,593,734 | | 11,593,734 | | 11,593,734 |
| TRUST CONTRIBUTION | 9,733,673 | 9,491,691 | 24% | 11,623,885 | 20% | 11,248,921 | 18% | 11,061,439 | 16% | 10,873,957 |
| SUB TOTAL | -750,497 | -1,729,734 | | 30,151 | | -344,813 | | -532,295 | | -719,777 |
| MEDEX SUB TOTAL | -80,611 | 828 | | 828 | | 828 | | 828 | | 828 |
| DENTAL SUB TOTAL | 46,802 | 57,211 | 3% | 3,020 | 3% | 3,020 | | 3,020 | | 3,020 |
| PRIOR BALANCE | 1,805,226 | 1,805,226 | | 133,531 | | 133,531 | | 133,531 | | 133,531 |
| TOTAL TRUST | 1,020,920 | 133,531 | | 167,530 | | -207,434 | | -394,916 | | -582,398 |
| IBNR | 660,181 | 716,570 | | 732,097 | | 732,097 | | 732,097 | | 732,097 |
| MEDEX IBNR | 62,695 | 65,516 | | 65,516 | | 65,516 | | 65,516 | | 65,516 |
| DENTAL IBNR | 43,723 | 45,727 | | 47,387 | | 47,387 | | 47,387 | | 47,387 |
| UNCOMMITTED RESERVE | 254,320 | -694,283 | | -677,470 | | -1,052,434 | | -1,239,916 | | -1,427,398 |

| | <u>ORIGINAL PROJECTION</u> | | <u>RENEWAL PROJECTION</u> | | <u>ALTERNATIVE PROJECTION 1</u> | | | <u>ALTERNATIVE PROJECTION 3</u> | | |
|--|----------------------------|------------|---------------------------|------------|---------------------------------|------------|------------|---------------------------------|------------|------------|
| <u>HEADCOUNTS</u> | <u>IND</u> | <u>FAM</u> | <u>IND</u> | <u>FAM</u> | <u>%</u> | <u>IND</u> | <u>FAM</u> | <u>%</u> | <u>IND</u> | <u>FAM</u> |
| HMO BLUE NE | 243 | 270 | 221 | 265 | 20% | \$1,024.68 | \$2,682.85 | 16% | \$990.52 | \$2,593.42 |
| PPO BCEP | 0 | 0 | 0 | 0 | 20% | \$2,098.42 | \$5,244.37 | 16% | \$2,028.47 | \$5,069.56 |
| DENTAL | 397 | 438 | 387 | 431 | 3% | \$44.25 | \$105.84 | 3% | \$0.03 | \$45.58 |
| *NEW ALTERNATIVE NETWORK BLUE SELECT (Limited) | 0 | 0 | 0 | 0 | 20% | \$975.89 | \$2,555.10 | 16% | \$943.36 | \$2,469.93 |

| | <u>FUNDING RATES</u> | | <u>RENEWAL PROJECTION</u> | | <u>ALTERNATIVE PROJECTION 2</u> | | | <u>BCBS RECOMMENDED RATES</u> | | | |
|--|----------------------|----------------|---------------------------|------------|---------------------------------|----------|------------|-------------------------------|----------|------------|------------|
| | <u>CURRENT</u> | <u>CURRENT</u> | <u>%</u> | <u>IND</u> | <u>FAM</u> | <u>%</u> | <u>IND</u> | <u>FAM</u> | <u>%</u> | <u>IND</u> | <u>FAM</u> |
| HMO BLUE NE | \$853.90 | \$2,235.71 | 24% | \$1,058.84 | \$2,772.28 | 18% | \$1,007.60 | \$2,638.14 | 23% | \$1,040.14 | \$2,751.61 |
| PPO BCEP | \$1,748.68 | \$4,370.31 | 24% | \$2,168.36 | \$5,419.18 | 18% | \$2,063.44 | \$5,156.97 | | | |
| DENTAL | \$42.96 | \$102.76 | 3% | \$44.25 | \$105.84 | 3% | \$44.25 | \$105.84 | | | |
| *NEW ALTERNATIVE NETWORK BLUE SELECT (Limited) | | | 24% | \$1,008.42 | \$2,640.27 | 18% | \$959.62 | \$2,512.51 | 23% | \$988.35 | \$2,615.75 |

**Plan in Force
vs Proposed
Optional
Select
Network**



**CITY OF GARDNER IN FORCE PLAN VS.
PROPOSED OPTIONAL SELECT NETWORK (LIMITED) PLAN
PLAN YEAR - October 1, 2024 to September 30, 2025
Illustrative Cost & Savings Analysis**

| | RENEWAL PLANS AS OF OCTOBER 1, 2024 | | *PROPOSED NEW SELECT NETWORK | |
|--|--|----------------|---|-----------------|
| | BCBS NETWORK BLUE NE HMO
OPTIONS DEDUCTIBLE | | BCBS NETWORK BLUE SELECT
HMO LIMITED NETWORK
\$1,000/\$2,000 DEDUCTIBLE | |
| Rate Percentage | Recommended BCBS Working Rates (23%) | | -5% | |
| Tier | Individual | Family | Individual | Family |
| Illustrative Enrollment Headcounts | 1 | 1 | 1 | 1 |
| Monthly Working Rate | \$1,040.14 | \$2,751.61 | \$988.35 | \$2,615.75 |
| Monthly Savings By Plan | - | - | \$51.79 | \$135.86 |
| Annual Savings By Plan | - | - | \$621 | \$1,630 |
| City Contribution | 75% | 75% | 75% | 75% |
| City Monthly Share Contribution | \$780.11 | \$2,063.71 | \$741.26 | \$1,961.81 |
| City Annual Cost Per Employee | \$9,361 | \$24,764 | \$8,895 | \$23,542 |
| City Annual Increase/Savings Per Employee | | \$4,643 | -\$466 | -\$1,223 |
| Employee Contribution | 25% | 25% | 25% | 25% |
| Employee Monthly Share Contribution | \$260.04 | \$687.90 | \$247.09 | \$653.94 |
| Annual Cost Per Employee | \$3,120 | \$8,255 | \$2,965 | \$7,847 |
| Estimated Annual Rate Savings Per Employee | - | - | -\$155 | -\$408 |

*All figures are estimates
8/28/2024



**CITY OF GARDNER
 NETWORK BLUE NE PLAN VS.
 NEW OPTIONAL NETWORK BLUE SELECT (LIMITED NETWORK) PLAN
 PLAN YEAR - October 1, 2024 to September 30, 2025
 Current Vs. Network Blue Select \$1,000/\$2,000 Plan Design Comparison**

| Covered Benefits | | CURRENT PLAN | PROPOSED NEW SELECT NETWORK |
|--|-------------------------------|---|--|
| | | BCBS
NETWORK BLUE NE HMO
OPTIONS DEDUCTIBLE | BCBS
NETWORK BLUE NE SELECT
LIMITED NETWORK PLAN |
| Out of Pocket Maximum | | | |
| Medical | | \$5,000/\$10,000 | \$5,450/\$10,900 |
| Prescription | | Medical & Rx | \$1,000/\$2,000 |
| Plan Year
Deductible | Enhanced Tier | \$0 | |
| | Standard/Basic Tiers - Ind | \$300 | \$1,000 |
| | Standard/Basic Tiers - Family | \$900 | \$2,000 |
| PCP - Primary Care Visit | | \$20 | \$20 |
| Preventive Services | | Covered in Full | Covered in Full |
| Specialist Visits | | \$35 | \$35 |
| Short Term Rehab, PT & OT | | \$25 | \$35, after deductible |
| Speech, Hearing & Language Therapy | | \$25 | \$35, after deductible |
| Diagnostic X-
Rays & Lab
Tests | Tier 1 - Enhanced | \$0 | |
| | Tier 2 - Standard | \$0 after deductible | \$0 after deductible |
| | Tier 3 - Basic | \$0 after deductible | |
| Emergency Room | | \$100 | \$150, no deductible |
| Inpatient
Hospital
Admission | Tier 1 - Enhanced | \$275 no deductible | |
| | Tier 2 - Standard | \$500 after deductible | Nothing after deductible |
| | Tier 3 - Basic | \$1,500 after deductible | |
| Outpatient
Ambulatory
Surgery | Surgical Day Care Unit | \$300 no deductible - Enhanced
\$300 after deductible - Standard
\$700 after deductible - Basic | Nothing after deductible |
| | Ambulatory Facility | \$250 no deductible | |
| High Tech Imaging Tests
(MRI, CT, PET, NUCLEAR IMAGING) | | \$100 per test
after deductible (No Deductible
Enhanced Tier Providers) | Nothing after deductible |
| Prescriptions Rx Deductible | | \$0 | \$0 |
| Retail
(30 day supply) | Tier 1 | \$10 | \$15 |
| | Tier 2 | \$30 | \$30 |
| | Tier 3 | \$65 | \$50 |
| Mail Order
(90 day supply) | Tier 1 | \$25 | \$30 |
| | Tier 2 | \$75 | \$60 |
| | Tier 3 | \$165 | \$150 |

Historical Rate Increases and Funding



**City of Gardner
Historical Rate Increase and Funding**

| Fiscal Year | Cook Recommended Increase | City Rate Increase - Active Plans | Surplus/Deficit | Notes |
|-------------|---------------------------|-----------------------------------|-----------------|-----------|
| 25 | 24% | 20% | | |
| 24 | 15% | 7% | -\$1,729,735 | Projected |
| 23 | 12% | 7% | -\$447,191 | |
| 22 | 7% | 0% | -\$800,446 | |
| 21 | 0% | 0% | \$351,841 | |
| 20 | 0% | 0% | \$831,779 | |

2024

City of Gardner

Blue Cross

Blue Shield

Renewal

Packet



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

| | Network Blue NE Options Deductible | | Total |
|-----------------------------------|------------------------------------|--------------------|-------|
| 1 Experience Period | 3/22 - 2/23 | 3/23 - 2/24 | |
| Enrollment Period | 3/22 - 2/23 | 3/23 - 2/24 | |
| 2 Member Months Total | 13,520 | 13,785 | |
| 2a. Projected Total Monthly Mbrs. | 1,126 | 1,126 | 1126 |

| Medical | | | |
|---------------------------------|-------------|-------------|--|
| 3. Medical Claims @ 4/24 | \$6,180,736 | \$7,231,036 | |
| Reinsurance Level | \$150,000 | \$150,000 | |
| (-) Pooled Medical Claims | \$734,496 | \$688,088 | |
| 4. Net Medical Claims | \$5,446,240 | \$6,542,948 | |
| 5. Exp Period FFS Member Months | 13,520 | 13,785 | |
| 6. Net Medical PMPM | \$402.83 | \$474.64 | |
| (*) Medical IBNR | 1.0000 | 1.0310 | |
| 7. Adjusted Net Medical PMPM | \$402.83 | \$489.35 | |
| 8. Annual Medical Trend | 1.0766 | 1.0770 | |
| Months of Trend | 31.0 | 19.0 | |
| (*) Compounded Medical Trend | 1.2100 | 1.1247 | |
| 9. Projected Medical PMPM | \$487.42 | \$550.37 | |

| Pharmacy | | | |
|---------------------------------|-------------|-------------|--|
| 3. Pharmacy Claims @ 4/24 | \$2,218,200 | \$2,546,828 | |
| Reinsurance Level | \$150,000 | \$150,000 | |
| (-) Pooled Pharmacy Claims | \$0 | \$0 | |
| 4. Net Pharmacy Claims | \$2,218,200 | \$2,546,828 | |
| 5. Exp Period FFS Member Months | 13,520 | 13,785 | |
| 6. Net Pharmacy PMPM | \$164.07 | \$184.75 | |
| (*) Pharmacy IBNR | 1.0000 | 1.0020 | |
| 7. Adjusted Net Pharmacy PMPM | \$164.07 | \$185.12 | |
| 8. Annual Pharmacy Trend | 1.1378 | 1.1309 | |
| Months of Trend | 31.0 | 19.0 | |
| (*) Compounded Pharmacy Trend | 1.3959 | 1.2151 | |
| 9. Projected Pharmacy PMPM | \$229.03 | \$224.94 | |

| Total | | | |
|--|----------|----------|----------|
| 10. Total Projected PMPM | \$716.45 | \$775.31 | |
| 11a. FFS Age Adjustment for PMPM | 0.9995 | 1.0071 | |
| 11b. Non-Recurring Pandemic Factor | 1.0000 | 1.0000 | |
| 12. Sub Total FFS Age Adj. PMPM | \$716.08 | \$780.78 | |
| 13. (*) Benefit Adjustment | 1.0000 | 1.0000 | |
| 14. Adjusted Projected PMPM | \$716.08 | \$780.78 | |
| 15. Experience Weights | 0.33 | 0.67 | |
| 16. Weighted Experience Claims | | \$759.43 | |
| 17. Member Based Charges | | \$13.69 | |
| 18. Projected Experience Claim PMPM (incl MBC) | | \$773.12 | |
| 19. Manual Claims PMPM | | \$820.07 | |
| 20. Credibility Factor | | 1.00 | |
| 21. Credibility Adjusted Claim PMPM | | \$773.12 | |
| 21a. Affordable Care Act Adjustments PMPM | | \$0.26 | |
| 22. Underwriter Adjustment Factor | | 1.0000 | |
| 23. Total Projected Claims PMPM | | \$773.38 | \$773.38 |
| 24. Current Claims PMPM | | \$641.22 | \$641.22 |
| 25. Expected Claims Increase | | 20.6% | |
| 26. Composite Expected Claims Increase | | 20.6% | 20.6% |



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

| | | Network Blue NE Options Deductible | | Total |
|--|--------------|------------------------------------|------------|-----------|
| Current Expected Claims Rates | | | | |
| | Single: | 230 | \$782.68 | |
| | Family: | 264 | \$2,053.04 | |
| Renewal Expected Claims Rates | | | | |
| | Single: | 230 | \$943.91 | 230 |
| | Family: | 264 | \$2,475.97 | 264 |
| Proposed Monthly Claims | | 494 | \$870,755 | \$870,755 |
| Current CPC: | | | | |
| | Current CPC: | | \$76.02 | |
| | Renewal CPC: | | \$77.16 | |
| | Monthly: | | \$38,117 | \$38,117 |
| Current Monthly Funding Rates | | | | |
| | Single: | 230 | \$823.39 | |
| | Family: | 264 | \$2,159.82 | |
| Recommended Monthly Funding Rates | | | | |
| | Single: | 230 | \$985.23 | 230 |
| | Family: | 264 | \$2,584.35 | 264 |
| Proposed Monthly Funding | | 494 | \$908,872 | \$908,872 |
| Renewal Level Monthly Deposit: | | | \$908,900 | \$908,900 |



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

| Dental Blue Program 2 | | | |
|-----------------------|-------------------------------|--------------------|--------------------|
| 1 | Experience Period | 3/22 - 2/23 | 3/23 - 2/24 |
| | Enrollment Period | 3/22 - 2/23 | 3/23 - 2/24 |
| 2 | Member Months Total | 18,772 | 19,341 |
| 2a. | Projected Total Monthly Mbrs. | 1,616 | 1,616 |

| Dental | | | |
|--------|------------------------------------|-----------|-----------|
| 3. | Dental Claims @ 4/24 | \$594,818 | \$628,673 |
| 4. | Exp Period FFS Member Months | 18,772 | 19,341 |
| 5. | Net Dental PMPM | \$31.69 | \$32.50 |
| | (*) Dental IBNR | 1.0000 | 1.0200 |
| 6. | Adjusted Net Dental PMPM | \$31.69 | \$33.15 |
| 7. | Annual Dental Trend | 1.0363 | 1.0363 |
| | Months of Trend | 31 | 19 |
| | (*)Compounded Dental Trend | 1.0965 | 1.0581 |
| 8. | Projected Dental PMPM | \$34.75 | \$35.08 |
| 9a. | FFS Age Adjustment for PMPM | 1.0002 | 1.0002 |
| 10. | Benefit Adjustment | 1.0000 | 1.0000 |
| 11. | Adjusted Projected PMPM | \$34.76 | \$35.09 |
| 12. | Experience Weights | 0.33 | 0.67 |
| 12a | Weighted Experience Claims | \$34.98 | |
| 13. | Projected Experience Claim PMPM | \$34.98 | |
| 14. | Manual Claims PMPM | \$38.69 | |
| 15. | Credibility Factor | 1.00 | |
| 16. | Credibility Adjusted Claim PMPM | \$34.98 | |
| 17. | Underwriter Adjustment Factor | 1.0000 | |
| 18. | Total Projected Claims PMPM | \$34.98 | |
| 19. | Current Claims PMPM | \$33.31 | |
| 20. | Expected Claims Increase | 5.0% | |
| 21. | Composite Expected Claims Increase | 5.0% | |

| Dental Blue Program 2 | | |
|--|----------|----------|
| Current Expected Claims Rates | | |
| Single: | 391 | \$37.53 |
| Family: | 432 | \$90.65 |
| Renewal Expected Claims Rates | | |
| Single: | 391 | \$39.41 |
| Family: | 432 | \$95.18 |
| Proposed Monthly Claims | 823 | \$56,527 |
| Current CPC: \$7.32 | | |
| Renewal CPC: \$7.43 | | |
| Monthly: \$6,115 | | |
| Current Monthly Funding Rates | | |
| Single: | 391 | \$41.73 |
| Family: | 432 | \$100.79 |
| Recommended Monthly Funding Rates | | |
| Single: | 391 | \$43.67 |
| Family: | 432 | \$105.48 |
| Proposed Monthly Funding | 823 | \$62,642 |
| Renewal Level Monthly Deposit: | \$62,600 | |



| | |
|-----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |
| Financial Arr. | Self Insured |

| | |
|--------------------------|--------------------------------|
| SIC Code | 9111 |
| Broker/Consultant | HILB Group of New England, LLC |
| Sales Executive | Heidi Fountain |

Medical Expected Claims Increase 20.6%

| | Current Expected Claims Rates | Renewal Expected Claims Rates | % Change | Subscribers |
|--|-------------------------------|-------------------------------|----------|-------------|
|--|-------------------------------|-------------------------------|----------|-------------|

Network Blue NE Options Deductible

| | | | | |
|------------------|------------|------------|-------|-----|
| Single: | \$782.68 | \$943.91 | 20.6% | 230 |
| Family: | \$2,053.04 | \$2,475.97 | 20.6% | 264 |
| CPC: | \$76.02 | \$77.16 | 1.5% | |
| Monthly Deposit: | | \$908,900 | | 494 |

Blue Care Elect Deductible

| | | | | |
|---------|------------|------------|-------|---|
| Single: | \$921.77 | \$1,111.65 | 20.6% | 0 |
| Family: | \$2,250.22 | \$2,713.77 | 20.6% | 0 |
| CPC: | \$76.02 | \$77.16 | 1.5% | |

Additional Information

Commissions Medical: None
 Reinsurance No

Dental Expected Claims Increase 5.0%

| | Current Expected Claims Rates | Renewal Expected Claims Rates | % Change | Subscribers |
|--|-------------------------------|-------------------------------|----------|-------------|
|--|-------------------------------|-------------------------------|----------|-------------|

Dental Blue Program 2

| | | | | |
|------------------|---------|----------|------|-----|
| Single: | \$37.53 | \$39.41 | 5.0% | 391 |
| Family: | \$90.65 | \$95.18 | 5.0% | 432 |
| CPC: | \$7.32 | \$7.43 | 1.5% | |
| Monthly Deposit: | | \$62,600 | | 823 |

Additional Information

Commissions Dental: None

Fees and Deposit subject to change on all lines of business if:

- a) Change in benefits (including mandated benefits)
- b) Enrollment change greater than 10%
- c) Employer contribution falls below 50%
- d) Change in commission
- e) Change in effective date
- f) Minimum participation requirements are not met
- g) The CPC is subject to change based upon specific lines of coverage included

| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

Enrollment By State

| Network Blue NE Options Deductible | | | | | | |
|------------------------------------|------|--------|----------|-----------|-------|-----------|
| | Indv | Family | Ttl Subs | % of Subs | Mbrs | % of Mbrs |
| Georgia | 0 | 1 | 1 | 0.2% | 3 | 0.3% |
| Maine | 2 | 0 | 2 | 0.4% | 2 | 0.2% |
| Massachusetts | 220 | 260 | 480 | 97.2% | 1,099 | 97.6% |
| New Hampshire | 7 | 3 | 10 | 2.0% | 21 | 1.9% |
| Washington DC | 1 | 0 | 1 | 0.2% | 1 | 0.1% |
| Total | 230 | 264 | 494 | 100.0% | 1,126 | 100.0% |

| Blue Care Elect Deductible | | | | | | |
|----------------------------|------|--------|----------|-----------|------|-----------|
| | Indv | Family | Ttl Subs | % of Subs | Mbrs | % of Mbrs |
| Total | | | | | | |

| Total Medical | | | | | | |
|---------------|------|--------|----------|-----------|-------|-----------|
| | Indv | Family | Ttl Subs | % of Subs | Mbrs | % of Mbrs |
| Georgia | 0 | 1 | 1 | 0.2% | 3 | 0.3% |
| Maine | 2 | 0 | 2 | 0.4% | 2 | 0.2% |
| Massachusetts | 220 | 260 | 480 | 97.2% | 1,099 | 97.6% |
| New Hampshire | 7 | 3 | 10 | 2.0% | 21 | 1.9% |
| Washington DC | 1 | 0 | 1 | 0.2% | 1 | 0.1% |
| Total | 230 | 264 | 494 | 100.0% | 1,126 | 100.0% |



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

Enrollment By State

| Dental Blue Program 2 | | | | | | |
|-----------------------|------|--------|----------|-----------|-------|-----------|
| | Indv | Family | Ttl Subs | % of Subs | Mbrs | % of Mbrs |
| Connecticut | 0 | 1 | 1 | 0.1% | 2 | 0.1% |
| Florida | 6 | 1 | 7 | 0.9% | 8 | 0.5% |
| Georgia | 0 | 1 | 1 | 0.1% | 3 | 0.2% |
| Maine | 1 | 3 | 4 | 0.5% | 7 | 0.4% |
| Maryland | 1 | 0 | 1 | 0.1% | 1 | 0.1% |
| Massachusetts | 370 | 417 | 787 | 95.6% | 1,557 | 96.3% |
| Michigan | 0 | 1 | 1 | 0.1% | 2 | 0.1% |
| New Hampshire | 7 | 6 | 13 | 1.6% | 26 | 1.6% |
| Pennsylvania | 1 | 0 | 1 | 0.1% | 1 | 0.1% |
| Rhode Island | 4 | 0 | 4 | 0.5% | 4 | 0.2% |
| South Carolina | 0 | 1 | 1 | 0.1% | 2 | 0.1% |
| Texas | 1 | 0 | 1 | 0.1% | 1 | 0.1% |
| Washington DC | 0 | 1 | 1 | 0.1% | 2 | 0.1% |
| Total | 391 | 432 | 823 | 100.0% | 1,616 | 100.0% |



Account Name Gardner, City of
Account ID 0272856
Anniversary Date 10/01/2024 - 9/30/2025

Large Loss Exhibit

CLAIMS IN EXCESS OF \$50,000

Network Blue NE Options Deductible

| Claimant # | Status | Relationship | Period 1 | Period 2 | Diagnosis |
|------------|-----------|--------------|----------------------|----------------------|--|
| | | | 3/22 - 2/23@
4/24 | 3/23 - 2/24@
4/24 | |
| 1 | Cancelled | Spouse | | \$421,542 | ALCOHOLIC CIRRHOSIS LIVER W/ASCITES |
| 2 | Active | Spouse | \$103,791 | \$309,544 | BEHAVIORAL HEALTH |
| 3 | Active | Spouse | \$289,452 | \$306,379 | DERANG UNSP MEDIAL MENISCUS DUE TO OLD TEAR/INJ [L] KNEE |
| 4 | Active | Employee | \$683,274 | \$191,556 | VON WILLEBRAND DIS UNSP |
| 5 | Active | Employee | \$156,082 | \$182,403 | OTH CHR SINUSITIS |
| 6 | Active | Dependent | \$57,926 | \$176,664 | BEHAVIORAL HEALTH |
| 7 | Active | Spouse | | \$142,969 | NONTRAUMATIC ACUTE SUBDURAL HEMORRHAGE |
| 8 | Cancelled | Employee | \$156,209 | \$138,408 | CARDIAC ARRHYTHMIA UNSP |
| 9 | Active | Employee | \$82,292 | \$135,434 | CROHN'S DISEASE SMALL INTESTINE W/O COMPLICATIONS |
| 10 | Active | Spouse | \$92,088 | \$126,651 | OTH SPEC MONONEUROPATHIES |
| 11 | Active | Dependent | | \$114,971 | UNSP FX HEAD [R] FEM INIT CLOS FX |
| 12 | Active | Spouse | | \$110,380 | STRN MUS/TEND THE ROTATOR CUFF [L] SHOULDER INIT |
| 13 | Cancelled | Employee | | \$102,488 | MULTIPLE SCLEROSIS |
| 14 | Active | Dependent | \$98,773 | \$97,546 | BEHAVIORAL HEALTH |
| 15 | Active | Spouse | \$98,039 | \$94,745 | CYST PANCREAS |
| 16 | Active | Employee | | \$91,173 | SPINAL STENOSIS CERV REGION |
| 17 | Active | Employee | | \$90,057 | UNSP ACUTE APPENDICITIS |
| 18 | Active | Employee | | \$87,980 | OTH ULCERATIVE COLITIS W/O COMPLICATIONS |
| 19 | Active | Employee | | \$87,211 | MALIG NEOPLASM PROSTATE |
| 20 | Active | Spouse | \$96,533 | \$85,568 | PERIUMBILIC ABDOMINAL TENDERNESS |
| 21 | Cancelled | Employee | \$82,710 | \$83,787 | BENIGN NEOPLASM [R] OVARY |
| 22 | Active | Employee | | \$79,296 | HEMORRHAGE ANUS & RECTUM |
| 23 | Active | Employee | | \$73,650 | COMPRESSION BRAIN |
| 24 | Active | Employee | | \$72,372 | BEHAVIORAL HEALTH |
| 25 | Active | Employee | | \$65,697 | PSEUDOCYST PANCREAS |
| 26 | Cancelled | Spouse | \$60,412 | \$65,470 | RHEUMATOID ARTHRITIS W/O RHEUMATOID FACTOR MULTIPLE S |
| 27 | Active | Employee | | \$64,903 | ENCNTR ANTINEOPLASTIC IMMUNOTHAPY |
| 28 | Active | Employee | | \$63,404 | UNILATERAL PRIMARY OSTEOARTHRITIS [R] KNEE |
| 29 | Active | Employee | | \$63,208 | HERPESVIRAL MENINGITIS |
| 30 | Active | Employee | \$65,368 | \$60,767 | UNSP PTOSIS BILAT EYELIDS |

| | |
|-------------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Anniversary Date | 10/01/2024 - 9/30/2025 |

Large Loss Exhibit

CLAIMS IN EXCESS OF \$50,000

| | | | | | |
|--|-----------|-----------|-------------|-------------|---|
| 31 | Active | Employee | \$85,504 | \$60,764 | MALIG NEOPLASM UNSP SITE [L] FEMALE BREAST |
| 32 | Active | Employee | | \$58,124 | ATHSCL HEART DISEASE NATIVE COR ART W/UNSTABLE ANG PC |
| 33 | Active | Employee | | \$57,038 | UNSP FX UPR END [R] TIBIA INIT CLOS FX |
| 34 | Cancelled | Employee | | \$56,971 | DISPL INTERTROCHANTERIC FX [R] FEM INIT |
| 35 | Active | Employee | | \$56,233 | UNILATERAL PRIMARY OSTEOARTHRITIS [L] KNEE |
| 36 | Active | Employee | | \$55,318 | PNEUMONIA UNSP ORGANISM |
| 37 | Active | Employee | | \$52,685 | ALLERGIC RHINITIS DUE TO POLLEN |
| 38 | Active | Spouse | | \$51,874 | UNILATERAL PRIMARY OSTEOARTHRITIS [L] HIP |
| 39 | Active | Employee | | \$51,422 | BENIGN NEOPLASM SIGMOID COLON |
| 40 | Active | Dependent | | \$50,169 | BEHAVIORAL HEALTH |
| 41 | Active | Spouse | \$124,880 | | SPONDYLOSIS W/O MYELOPATHY/RADICULOPATHY LUMBAR REC |
| 42 | Active | Employee | \$58,502 | | CYST PANCREAS |
| 43 | Active | Spouse | \$66,123 | | PRETERM LABOR 2ND TRI W/PRETERM DELIVERY 2ND TRI UNSP |
| 44 | Active | Employee | \$94,651 | | ENCNTR IMMUNIZATION |
| 45 | Active | Dependent | \$51,321 | | BEHAVIORAL HEALTH |
| 46 | Active | Spouse | \$54,002 | | BEHAVIORAL HEALTH |
| 47 | Active | Employee | \$67,828 | | ALCOHOLIC CIRRHOSIS LIVER W/ASCITES |
| 48 | Active | Employee | \$93,674 | | SPONDYLOLISTHESIS LUMBAR REGION |
| 49 | Cancelled | Dependent | \$87,517 | | CELLULITIS [L] LWR LIMB |
| 50 | Active | Spouse | \$108,116 | | OTH CRANIAL CEREBROSPINAL FLUID LEAK |
| Total Incurred Payments by Experience Period | | | \$3,015,069 | \$4,336,819 | |



| | |
|-------------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Anniversary Date | 10/01/2024 - 9/30/2025 |

Referral Circle

| Network Blue NE Options Deductible | Members | % of Total |
|--|---------|------------|
| UMASS MEDICAL CENTER | 736 | 65.4% |
| RELIANT MEDICAL GROUP (AQC) | 122 | 10.8% |
| CHILDRENS PPOC (AQC) | 69 | 6.1% |
| MGB EMERSON PHO (AQC) | 50 | 4.4% |
| UNKNOWN REFERRAL CIRCLE | 34 | 3.0% |
| ACTON MEDICAL ASSOC | 21 | 1.9% |
| BAYCARE HEALTH PARTNERS (AQC) | 15 | 1.3% |
| HARVARD VANGUARD MEDICAL ASSOCIATES (ATRIUS AQC) | 9 | 0.8% |
| HMO/POS NEW ENGLAND-NEW HAMPSHIRE | 8 | 0.7% |
| BIDCO (AQC) | 7 | 0.6% |
| MGB CHARLES RIVER MEDICAL (AQC) | 6 | 0.5% |
| CCHC ACO | 6 | 0.5% |
| STEWARD GREATER CENTRAL MASS (AQC) | 6 | 0.5% |
| NE QUALITY CARE ALLIANCE (AQC) | 5 | 0.4% |
| STEWARD GREATER NASHOBA (AQC) | 4 | 0.4% |
| MEMORIAL HOSPITAL | 4 | 0.4% |
| LOWELL PHO (AQC) | 2 | 0.2% |
| FIREFLY MEDICAL | 2 | 0.2% |
| LCPN LAHEY (AQC) | 2 | 0.2% |
| UNKNOWN | 1 | 0.1% |
| STEWARD HAVERHILL & METHEUN (AQC) | 1 | 0.1% |
| ON BELAY MASSACHUSETTS, LLC | 1 | 0.1% |
| METROWEST MEDICAL CENTER | 1 | 0.1% |
| MACIPA (AQC) | 1 | 0.1% |
| HMO/POS NEW ENGLAND-MAINE | 1 | 0.1% |
| HMO/POS NEW ENGLAND-CONNECTICUT | 1 | 0.1% |
| MGB MGPO (AMC) (AQC) | 1 | 0.1% |
| MGB BWPO (AMC) (AQC) | 1 | 0.1% |
| LCPN NEPHO (AQC) | 1 | 0.1% |
| MGB COOLEY DICKINSON (AQC) | 1 | 0.1% |
| HARRINGTON HOSPITAL | 1 | 0.1% |
| BAYCARE NETWORK (AQC) | 1 | 0.1% |
| BERKSHIRE FACULTY SERVICES | 1 | 0.1% |
| MGB NON-EMPLOYED (AQC) | 1 | 0.1% |
| CARBON HEALTH | 1 | 0.1% |
| BMC AQC | 1 | 0.1% |
| RIVERBEND | 1 | 0.1% |
| Total | 1,126 | 100.0% |



Account Name Gardner, City of
Account ID 0272856
Policy Period 10/01/2024 - 9/30/2025

Claims and Enrollment by Month

RENEWAL EFFECTIVE October 1, 2024

Network Blue NE Options Deductible

| Month | Individual | Family | Subscribers | Members | Medical | Rx | Total Incurred |
|----------|------------|--------|-------------|---------|-------------|-------------|----------------|
| Mar-22 | 219 | 268 | 487 | 1,131 | \$538,275 | \$203,091 | \$741,365 |
| Apr-22 | 222 | 267 | 489 | 1,132 | \$377,130 | \$135,305 | \$512,435 |
| May-22 | 225 | 265 | 490 | 1,127 | \$443,282 | \$158,472 | \$601,754 |
| Jun-22 | 224 | 263 | 487 | 1,121 | \$1,048,191 | \$157,671 | \$1,205,861 |
| Jul-22 | 224 | 263 | 487 | 1,121 | \$406,999 | \$180,944 | \$587,944 |
| Aug-22 | 219 | 264 | 483 | 1,117 | \$451,470 | \$177,950 | \$629,421 |
| Sep-22 | 232 | 267 | 499 | 1,141 | \$408,004 | \$186,240 | \$594,244 |
| Oct-22 | 222 | 269 | 491 | 1,129 | \$362,566 | \$184,807 | \$547,373 |
| Nov-22 | 222 | 269 | 491 | 1,129 | \$552,905 | \$201,833 | \$754,738 |
| Dec-22 | 223 | 264 | 487 | 1,118 | \$470,525 | \$207,751 | \$678,276 |
| Jan-23 | 224 | 266 | 490 | 1,125 | \$526,581 | \$209,834 | \$736,415 |
| Feb-23 | 228 | 266 | 494 | 1,129 | \$594,807 | \$214,302 | \$809,110 |
| Subtotal | 2,684 | 3,191 | 5,875 | 13,520 | \$6,180,736 | \$2,218,200 | \$8,398,936 |
| Mar-23 | 229 | 267 | 496 | 1,137 | \$580,940 | \$202,952 | \$783,892 |
| Apr-23 | 232 | 269 | 501 | 1,151 | \$605,744 | \$215,564 | \$821,308 |
| May-23 | 233 | 268 | 501 | 1,148 | \$514,878 | \$214,693 | \$729,571 |
| Jun-23 | 231 | 267 | 498 | 1,144 | \$612,259 | \$217,381 | \$829,640 |
| Jul-23 | 233 | 262 | 495 | 1,129 | \$568,052 | \$177,495 | \$745,547 |
| Aug-23 | 236 | 262 | 498 | 1,135 | \$548,584 | \$228,210 | \$776,794 |
| Sep-23 | 249 | 274 | 523 | 1,191 | \$515,914 | \$208,262 | \$724,176 |
| Oct-23 | 243 | 269 | 512 | 1,159 | \$396,299 | \$246,472 | \$642,771 |
| Nov-23 | 242 | 269 | 511 | 1,162 | \$519,924 | \$216,945 | \$736,869 |
| Dec-23 | 238 | 268 | 506 | 1,152 | \$759,699 | \$220,468 | \$980,168 |
| Jan-24 | 232 | 265 | 497 | 1,139 | \$943,419 | \$201,741 | \$1,145,159 |
| Feb-24 | 235 | 263 | 498 | 1,138 | \$665,323 | \$196,646 | \$861,969 |
| Subtotal | 2,833 | 3,203 | 6,036 | 13,785 | \$7,231,036 | \$2,546,828 | \$9,777,864 |



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

Claims and Enrollment by Month

RENEWAL EFFECTIVE October 1, 2024



| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

Claims and Enrollment by Month

RENEWAL EFFECTIVE October 1, 2024

Dental Blue Program 2

| Month | Individual | Family | Subscribers | Members | Total Incurred |
|----------|------------|--------|-------------|---------|----------------|
| Mar-22 | 372 | 425 | 797 | 1,559 | \$71,455 |
| Apr-22 | 375 | 425 | 800 | 1,565 | \$52,256 |
| May-22 | 378 | 423 | 801 | 1,559 | \$47,404 |
| Jun-22 | 377 | 422 | 799 | 1,558 | \$57,716 |
| Jul-22 | 375 | 423 | 798 | 1,558 | \$36,899 |
| Aug-22 | 371 | 420 | 791 | 1,549 | \$50,387 |
| Sep-22 | 388 | 424 | 812 | 1,582 | \$40,567 |
| Oct-22 | 377 | 431 | 808 | 1,580 | \$36,018 |
| Nov-22 | 375 | 433 | 808 | 1,567 | \$41,769 |
| Dec-22 | 379 | 428 | 807 | 1,560 | \$39,814 |
| Jan-23 | 380 | 429 | 809 | 1,564 | \$62,391 |
| Feb-23 | 384 | 430 | 814 | 1,571 | \$58,142 |
| Subtotal | 4,531 | 5,113 | 9,644 | 18,772 | \$594,818 |
| Mar-23 | 384 | 433 | 817 | 1,582 | \$56,592 |
| Apr-23 | 388 | 436 | 824 | 1,601 | \$58,633 |
| May-23 | 391 | 434 | 825 | 1,600 | \$58,340 |
| Jun-23 | 391 | 432 | 823 | 1,597 | \$51,405 |
| Jul-23 | 390 | 428 | 818 | 1,585 | \$44,926 |
| Aug-23 | 390 | 429 | 819 | 1,592 | \$61,434 |
| Sep-23 | 403 | 441 | 844 | 1,648 | \$39,157 |
| Oct-23 | 397 | 437 | 834 | 1,639 | \$43,189 |
| Nov-23 | 398 | 436 | 834 | 1,640 | \$42,775 |
| Dec-23 | 395 | 433 | 828 | 1,625 | \$45,782 |
| Jan-24 | 391 | 430 | 821 | 1,617 | \$66,881 |
| Feb-24 | 392 | 429 | 821 | 1,615 | \$59,559 |
| Subtotal | 4,710 | 5,198 | 9,908 | 19,341 | \$628,673 |

| | |
|----------------------|------------------------|
| Account Name | Gardner, City of |
| Account ID | 0272856 |
| Policy Period | 10/01/2024 - 9/30/2025 |

| | |
|--------------------------|--------------------------------|
| SIC Code | 9111 |
| Broker/Consultant | HILB Group of New England, LLC |
| Sales Executive | Heidi Fountain |

Assessments & Fees

| | <u>Reinsurance Assessment</u> | <u>Comparative Effectiveness Research Fee</u> | <u>Total Assessments</u> |
|-------------------------------|-------------------------------|---|--------------------------|
| PMPM | | | |
| Network Blue NE Options Deduc | \$0.00 | \$0.26 | \$0.26 |
| Blue Care Elect Deductible | \$0.00 | \$0.00 | \$0.00 |
| Dental Blue Program 2 | \$0.00 | \$0.00 | \$0.00 |
| Annual Total | | | |
| Network Blue NE Options Deduc | \$0.00 | \$3,524.38 | \$3,524.38 |
| Blue Care Elect Deductible | \$0.00 | \$0.00 | \$0.00 |
| Dental Blue Program 2 | \$0.00 | \$0.00 | \$0.00 |

Additional Information

Comparative Effective Research Fee: Effective 10/2/2020, \$2.66 PMPY. Effective 10/2/2021, \$2.79 PMPY. Effective 10/2/2022, \$2.93 PMPY. For Self Insured accounts, it is the accounts responsibility to pay and calculate the assessment. Numbers shown are illustrative

The Assessment & Fees exhibit is BCBSMA's best estimate of the ACA Assessments. The amount is calculated prior to any underwriting adjustments and based on subscriber and member levels at the time the renewal was calculated.

Key Benefit Changes

KEY BENEFIT CHANGES

At Blue Cross Blue Shield of Massachusetts, our comprehensive product portfolio provides many options to meet the health-coverage needs and budgets of individuals and employer groups in the state of Massachusetts. As part of our ongoing efforts to enhance our commercial product portfolio and to address the immediate implications of national health care reform, we are making benefit changes across many of our standard plan designs. This guide has been created to provide you with a reference tool that will help you understand the changes to your plan(s).

PHARMACY CLINICAL PROGRAMS (100+ ASC)

We currently offer four clinical pharmacy programs designed to support members and drive healthier outcomes. These programs were added to 100+ ASC Accounts on 1/1/23 at no cost as part of the transition to CVS Caremark.

- Drug Savings Review
- Medical Cost Avoidance
- Pharmacy Advisor
- Transform Diabetes Care (not available to accounts with Livongo or Abacus)

Effective 1/1/24 upon renewal, accounts that would like to maintain the programs will need to purchase the programs. There is a cost for each program or bundled pricing is available to account's purchasing three or more programs.

Please let your Account Executive know if you are interested in maintaining these programs.

SEMPRE HEALTH (APPLIES TO 51+ INSURED) (100+ ASC OPTIONAL)

Effective 1/1/24, upon renewal, Sempre Health will be added to fully-insured accounts 51+. Sempre is an incentive-based medication adherence program for select chronic condition such as Diabetes, COPD, and Anticoagulants (Blood Thinners). Members can reduce their out-of-pocket prescription costs at the point of sale by filling their medication consistently and on-time at in-network retail pharmacies.

- There is no cost to accounts for this program.
- This program is not available on Commercial HSA (Saver Plans) and Medicare Advantage Plans
- This program is optional for ASC 100+ accounts. Please let your Account Executive know if you are interested in adding the program.

VIRTUAL PCP NOW AVAILABLE ON OPTIONS PLANS (51+ INSURED AND ASC)

Effective 1/1/24, upon renewal, Virtual Primary Care Physician (VPCP) feature, through Firefly and Carbon Health, which combines the convenience and efficiency of online care with the thoroughness of traditional care will be added to Options plans.

- \$0 cost share for Primary Care and Mental Health delivered by a VPCP provider. HMO members are required to designate a provider as their PCP.
- The feature will not impact tiering of Options plans.
- Providers will remain in a network tier based on the existing tiering qualifiers of the network. Firefly and Carbon Health providers are in the Standard tier.

FITNESS ENHANCEMENTS (FULLY INSURED 100+ AND ASC) (OPTIONAL)

Effective 1/1/24, upon renewal, new optional Fitness riders will be available. Accounts can choose to add **one** of the following riders to their existing fitness benefit. Adding any of these riders will not change the account's current fitness reimbursement amount.

Bicycles/Bicycle Helmets – Bicycles that are purchased for recreational use and bicycle helmets. This reimbursement is not provided for bicycle rentals, bicycle helmet rentals, and bike share programs.

Athletic Shoes– Athletic shoes designed to be worn for sports, exercising, or recreational activity. This reimbursement is not provided for casual and dress shoes.

Sports Activity Fees– Sports activity fees including (but not limited to): ski passes, fees for sports leagues (such as town sports, tennis, golf, or basketball), and race participation fees.

All Inclusive Rider – This rider includes all 3 options above.

Please let your Account Executive know if you would like more information about these optional riders.

2024 MAXIMUM OUT-OF-POCKET AND MINIMUM DEDUCTIBLE

Under the ACA, all non-grandfathered health plans must have a maximum out-of-pocket (MOOP) that limits the overall out-of-pocket costs (including all deductibles, coinsurance, and copayments) for all Essential Health Benefits, including pharmacy benefits, to a specified dollar amount for the year.

Below are the 2024 Maximum Out-of-Pocket limit and Minimum Deductible for HSA qualified plans, and the Maximum Out-of-Pocket limit for non-HSA qualified health plans.

| Plan Type and Change | 2024 Self-Only Coverage/Individual | 2024 Family Coverage | 2023 Value |
|---|------------------------------------|----------------------|--------------------|
| Maximum Out-of-Pocket
HSA qualified high deductible health plans | \$8,050 | \$16,100 | \$7,500/ \$15,000 |
| Minimum Deductible
HSA qualified high deductible health plans | \$1,600 | \$3,200 | \$1,500 / \$3,000 |
| Maximum Out-of-Pocket
Non-HSA qualified health plans | \$9,450 | \$18,900 | \$9,100 / \$18,200 |

EXPANDED DENTAL COVERAGE UNDER THE AGE OF 13 (51+ INSURED AND ASC DENTAL)

Effective 10/1/23, upon renewal, members under the age of 13 will be 100% covered up to the annual maximum for covered dental services.

- Deductible and coinsurance do not apply.
- Excludes orthodontic benefits.
- Annual maximum still applies.
- Out of network dentists may balance bill.
- Standard limitations and exclusions apply.

Please let your Account Executive know if you have any questions.

DENTAL BLUE TOTAL HEALTH BENEFITS (INSURED AND ASC DENTAL)

Effective 10/1/23, upon renewal we've added additional conditions to our Enhanced Dental Benefits to ensure members of all ages with mental health conditions have access to additional services to support their oral health.

The program benefits members with conditions such as depression and anxiety, and intellectual and/or developmental disabilities, such as Down syndrome and autism.

Under the new benefit, all commercial plan members with these conditions can enroll in the program with the help of their doctor to receive additional preventive services, such as more frequent dental cleanings and fluoride treatments, at no charge.

**Blue Cross
Pharmacy
Pricing Plan**

Blue Cross Blue Shield of Massachusetts Pharmacy Pricing Exhibit

City of Gardner

| Applied Rebate Pricing (all discounts off of AWP) | | | | | | |
|---|----------|----------------------|----------|----------------------|----------|----------|
| 10/1/2024 – 6/30/2025 | | 7/1/2025 – 6/30/2026 | | 7/1/2026 – 6/30/2027 | | |
| | Discount | Disp Fee | Discount | Disp Fee | Discount | Disp Fee |
| Retail Brand | 64.50% | \$0.50 | 65.50% | \$0.50 | 65.75% | \$0.50 |
| Retail Generic | 84.05% | \$0.50 | 84.15% | \$0.50 | 84.20% | \$0.50 |
| Mail Brand | 66.00% | \$0.00 | 67.00% | \$0.00 | 67.25% | \$0.00 |
| Mail Generic | 87.55% | \$0.00 | 87.65% | \$0.00 | 87.70% | \$0.00 |
| Retail90 Brand | 66.00% | \$0.00 | 67.00% | \$0.00 | 67.25% | \$0.00 |
| Retail90 Generic | 87.55% | \$0.00 | 87.65% | \$0.00 | 87.70% | \$0.00 |
| Specialty | 27.60% | \$0.00 | 27.60% | \$0.00 | 27.60% | \$0.00 |

Guarantee Reconciliation

Discounts/Dispensing Fees:

Using claims incurred on a policy year basis with a minimum of two (2) months of run out claims Blue Cross Blue Shield of Massachusetts shall separately reconcile the guarantees for each discount/dispensing fee component listed in the tables above 120 days after the close of the policy year. The achieved discount/dispensing fee information is specific to the account's covered members.

Pharmacy Pricing shall be calculated as: $[1 - (\text{total discounted AWP ingredient cost (excluding dispensing fees and claims with ancillary charges, and prior to application of copayments) of applicable Prescription Drug Claims for the annual period} / \text{total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication)})]$ for the annual period.

The calculation of the potential penalty will consist of each discount/dispensing fee metric being evaluated comparing the actual paid amount and the maximum amount that would be paid when the metric is achieved. Blue Cross may use an excess achieved in one or more of the above discount/dispensing fee components to make up for, and offset, a shortfall in another discount/dispensing fee component. If the summation of all discount/dispensing fee components yields a net shortfall, the account will be reimbursed the amount of the net shortfall.

Generic guarantees will include only those Prescription Drug Claims that processed to Blue Cross for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "M," "N," or "O" on the date dispensed, but was substituted and dispensed by the pharmacy as its "house generic"), unless such Prescription Drug Claim is identified in the "Exclusions" section.

Brand guarantees will include only those Prescription Drug Claims that processed to Blue Cross for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M", "N", or "O" on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its "house generic"), unless such Prescription Drug Claim is identified as in the "Exclusions" Section.

Generic guarantees are aggregate guarantees meaning the account acknowledges that specific generic drugs will adjudicate above or below the generic guarantee target.

The following claims shall be excluded in the calculation of the discount/dispensing fee guarantees: All compound claims, domestic RX (in-house) claims, paper or member submitted claims, limited distribution drugs, 340(b) claims, subrogation claims, COB or secondary payor claims, claims older than 180 days, military or veterans' affairs pharmacies, long term care pharmacy claims, All

OTCs (except Diabetic Supplies and OTC Insulins), vaccines and vaccine administrative claims (including COVID), other COVID testing-related claims, out of network claims and biosimilars. DAW 5 claims are adjudicated and reconciled as generic.

Guarantee Provisions:

The Pharmacy Pricing guarantees set forth above are annual policy year guarantees. If the Account Agreement is terminated prior to the completion of the contract years, then the above Pharmacy Pricing guarantees will not apply.

The Pharmacy Pricing assumes **City of Gardner** use of the Blue Cross custom formulary. If **City of Gardner** requests to change to a different formulary, the Pharmacy Pricing guarantees may be subject to change.

Guarantees assume **City of Gardner** takes part in all Blue Cross utilization management programs which is inclusive of, but not limited to, Prior Authorizations, Step Therapy and Quality Dose Management. Should **City of Gardner** choose to opt out of these programs the above guarantees are subject to change.

Audit Rights

Blue Cross allows the plan sponsor or designee to audit compliance with the provisions in this contract in accordance with the following provisions:

1. One audit per contract year
2. No audits may be initiated or conducted during the months of December and January due to the extraordinary demands placed on staff during this time period.
3. Health Plan requires prior approval of all 3rd party auditors. The auditor cannot be compensated on a percentage of recoveries basis.
4. Auditor must sign standard Blue Cross non-disclosure agreement
5. Audit scope will be limited to review of claims transactions required to prove compliance with this contract. Materials will only be provided upon (30) days prior written notice. Any materials that require additional expenditure by Blue Cross to obtained will be charged back to the plan sponsor.
6. All expenses incurred to perform audit are the responsibility of the plan sponsor.
7. Sponsor and auditor acknowledge that there shall be no right to audit: (i) any materials Blue Cross deems proprietary or confidential; and (ii) documents that Blue Cross is restricted from disclosing by law or pursuant to an obligation of confidentiality to a third party.
8. Audit scope will not exceed one (1) contract year and needs to include a full years' worth of claims data. Request for data older than the past contract maybe subject to additional charges.
9. A final audit report shall be provided to Health Plan within sixty (60) days of the end of the audit. Blue Cross will have ninety (90) days to respond to the findings.
10. Automatic closure will occur if an audit response is not received back by Blue Cross within thirty (30) days of Blue Cross's response to the audit report.

Term and Termination

1. Unless sooner terminated as herein provided, the term ("Term") of this Agreement will (i) be for an initial term (the "Initial Term") commencing on the Effective Date and ending three (3) years following the Service Commencement Date, and (ii) thereafter automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless, at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect, Client or Blue Cross notifies the other party in writing of its intent not to renew.
2. Following the Initial Term, or the end of the first twelve (12) month period, either party may terminate this Agreement upon ninety (90) days written notice to the other party for any reason.
3. Upon termination additional charges may apply for any files requested for transition of care needed to support the carve out of the pharmacy benefit.

Market Check

During the term of this agreement, the client may conduct a market check analysis of the pricing set forth in this agreement against pricing available in the marketplace. The market check will be performed in accordance with the following provisions:

1. 18 months after the effective date of this contract, client may perform a market check of the financial provisions contained in this agreement.
2. The plan requires prior approval of any 3rd party performing this assessment. Any 3rd party is required to sign a non-disclosure agreement prior to the initiation of the market check.
3. The market check analysis will be based upon the aggregate value of the financial terms of this agreement. This includes discounts, dispensing fees, and administrative fees. This analysis needs to take into account the current scope of services being provided to the client. This includes claims processing, Utilization Management, customer service, etc. Individual financial components will not be considered as a part of this analysis.
4. Client agrees the market check will be based upon the same financial assumptions governing this agreement, including claims utilization, plan design and formulary.
5. Client must provide thirty (30) days written notice to the plan of intent to perform market check analysis.
6. The market check report needs to be provided to the plan to review. The report should include all competing offers, assumptions and financial analysis. The plan will review the analysis and provide its feedback within thirty (30) days.
7. If the market check report validates an annualized savings of greater than 3%, the parties will discuss in good faith, revisions to the pricing agreement.
8. Any revisions to the pricing in this agreement resulting from the parties' negotiations are contingent upon Client's execution of an amendment to this agreement by 90 days prior to the final anniversary date of this agreement.

General Assumptions

1. Retail and Mail Brand pricing is inclusive of any rebates collected by BCBSMA on behalf of the Account on eligible Brand drugs.
2. The Generic Discount will apply to all Generic Drugs as defined in Defined Terms section below.
3. Pharmacy Pricing is further subject to the following: Each retail prescription drug claim ingredient cost will be calculated at the lesser of the applicable MAC price, U&C, or AWP discount price in determining the discount achieved for purposes of Pharmacy Pricing, including 100% Member Copayment Claims. Each drug claim ingredient cost dispensed by the Mail Service Pharmacy will be calculated at the lesser of the applicable MAC price or AWP discount price in determining the discount achieved for purposes of the Generic Discount, including 100% Member Co-payment.
 - a. 100% Member Cost Share claims are reconciled at claim cost, not AWP – 100%
 - b. Usual and Customary Claims are reconciled at claim cost, not AWP – 100%
4. Account acknowledges that the amount Blue Cross pays the PBM may differ from the amount billed by Blue Cross to Account. Blue Cross assumes all financial risks associated with such billing practices, meaning that Blue Cross will pay (or retain, as applicable) the difference, if any, between the Account's actual net cost and the costs using the rates set forth above.
5. Dispensing fees, as set forth above, shall apply to all retail Brand and Generic claims for Covered Drugs. A dispensing fee will not apply to Mail Service Pharmacy, in-network Specialty Pharmacy, or U&C claims.
6. A Member's financial responsibility for Covered Drugs dispensed by a retail pharmacy or the Mail Service Pharmacy will be determined based upon the lesser of the applicable member co-pay, MAC price, U&C or AWP discount.
7. The Pharmacy Pricing Guarantee Exhibit will be effective **October 1, 2024 through June 30, 2027**. **Effective Date shall mean October 1, 2024.**

8. If either the source or the methodology used to define AWP under this Agreement is changed, or if an alternative to AWP based pricing is implemented, Blue Cross and the Account agree that any such change will be implemented to preserve each party's relative economic position prior to the change occurring.
9. The Parties agree Blue Cross may implement pharmacy strategies to help manage and mitigate pharmacy trend. The Parties agree that in implementing the pharmacy strategies (1) the prescribing provider shall have final authority over the drug that is dispensed to a Member; (2) except as required by law, Blue Cross through the application of the pharmacy strategies shall not substitute one drug for another without the approval of the prescribing provider; and (3) no pharmacy strategy shall promote the substitution of a more costly drug (i.e., one with a higher AWP).
10. Account may audit Pharmacy Pricing according to the terms and conditions as detailed above and in Section 8 of the Administrative Services Account Agreement.
11. Parties agree that all financial information provided in this document is considered confidential and shall not be shared with any other parties beyond the account and its authorized designee without the prior written approval of Blue Cross. Financial information is included, but not limited to: AWP Discounts, Dispensing Fees, and Minimum Rebate Guarantees.
12. Parties agree that should there be a material changes in utilization or cost assumptions from the time of this proposal or during the contract period that Blue Cross reserves that right to modify the above guarantees. Modification will be made in good faith to keep the economics of both parties neutral.
13. The limited distribution/exclusive distribution specialty drug list provided is current as of pricing proposal date and is subject to change.
14. BCBMA may add Rebate Credit value, to the total Rebates actually remitted to Client for each respective Rebate component. "Rebate Credits" shall consist of two components. The first component will be the differential between the discounted price of any Biosimilar Claim processed and the discounted price of the reference Specialty Brand Drug. The second component will be the value of price reductions for rebateable products that have experienced a Wholesale Acquisition Cost (WAC) decrease, measured as a ratio of the differential between the cost of the product prior to the WAC reduction and the cost of the product when the claim is adjudicated.
15. Blue Cross reserves the right to modify the Pharmacy Pricing Guarantees, set forth above:
 - (a) If there is the passage of certain limited types of federal or state laws or regulations or new interpretations of existing laws or regulations by federal or state authorities that require a change in the manner in which the pharmacy benefits management or health insurance industry conducts its business (e.g., material limitations of manufacturer rebates paid to pharmacy benefit management companies or significant restrictions on the benefits a health insurer can offer) during the term of this Agreement.
 - (b) The enrolled population differs by +/-10% or more from the quoted enrollment.
 - (c) The enrolled population changes by +/-10% or more during the policy period.

Defined Terms

100% Member Copay Claims means claims for Covered Drugs for which the account does not have financial liability and owes no pharmacy reimbursement.

Average Wholesale Price or "AWP" means the average wholesale price for the actual package size of the drug or product dispensed, as set forth in the most current pricing list in Medi-Span's Prescription Pricing Guide (with supplements) (or mutually agreed upon nationally recognized publication if unavailable). Blue Cross will use the manufacturer's full actual 11-digit NDC to determine AWP for the actual package size on the date the drug is dispensed for all drugs dispensed through retail pharmacies, mail service pharmacies, and specialty pharmacies. Repackaging which has the effect of inflating AWP is explicitly prohibited. "Price shopping," meaning the PBM's use of multiple AWP reporting Pharmacy Program Services in order to select the most advantageous AWP price to inflate discount calculations, is prohibited.

Brand Drug means a legend drug with a proprietary name assigned to it by the manufacturer and distributor and so indicated by Medi-Span (or mutually agreed upon nationally recognized publication if unavailable). Brand Drugs include products identified by Medi-Span as having a Multi-Source Indicator code identifier of "M," "N," or "O" on the date dispensed, except in cases where the drug was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M," "N," or "O" on the date dispensed, but was dispensed by the pharmacy as its House Generic. Brand Drugs shall exclude all products involved in patent litigation, Single-Source Generic Drugs, Multi-Source Generic Drugs, Multi-Source Brand Name drugs subject to MAC, Multi-Source Brand Name drugs with a DAW indicator of 5, House Generics, Authorized Generics and Generic Drugs that may only be available in a limited supply.

Covered Drug means those drugs and supplies that are identified as covered on the applicable health plan benefit summary form, as amended from time to time.

Generic Drug means a drug that is identified by its chemical, proprietary, or nonproprietary name that is accepted by the U.S. Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient and so indicated by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed. Generic Drugs shall include all products involved in patent litigation, Single-Source Generic Drugs, Multi-Source Generic Drugs, Multi-Source Brand Name drugs subject to MAC, Multi-Source Brand Name drugs with a DAW indicator of 5, House Generics, Authorized Generics and Generic Drugs that may only be available in a limited supply.

Limited Distribution Drugs (LDDs) means limited distribution and exclusive distribution Specialty Drugs that are only available through a limited number of pharmacy providers due to exclusive or preferred vendor arrangements with drug manufacturers. The manufacturer will dictate the number of pharmacies for a limited distribution drug. Drugs lists are updated on an ongoing basis.

Over the Counter (OTC) Products means those drugs and/or products that do not require a prescription.

Pharmacy Management Programs means the Blue Cross Blue Shield of Massachusetts formulary, step therapy, quality care dosing, and prior authorization programs, as updated from time to time.

Pharmacy Pricing shall mean the Pharmacy Pricing Guarantees as stated in the table above.

Specialty Drug (also Specialty Product) means those injectable and non-injectable drugs on the Specialty Product List and/or typically having one (1) or more of several key characteristics, including: frequent dosing, adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements. Costs shall not be the sole characteristic in defining a drug as a Specialty Product.

Usual and Customary Retail Price (U&C) shall mean the retail price inclusive of the ingredient cost charged by a participating pharmacy for the particular drug in a cash transaction on the date the drug is dispensed, as reported to PBM by the participating pharmacy.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 27, 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 the Mayor to Enter into a Grant Agreement Lease with the Gardner Community Action Committee for a use of a portion of the space at the Waterford Community Center located at 62 Waterford Street

Dear Madam President and Councilors,

At the August 5, 2024 meeting of the City Council, the Council unanimously voted to declare the Waterford Community Center, located at 62 Waterford Street, as surplus for the purpose of leasing out the property to create a new non-profit community center.

The attached vote would authorize the City to enter into a grant agreement lease with the Gardner Community Action Committee (CAC) for the portion of the property covering the former Library and front office space of the building.

This type of lease that the CAC currently has with the City for the space they currently occupy in the Senior Center Building on Pleasant Street.

In this instance, the City provides the space of the building to the CAC as an in-kind grant, rather than a monetary grant.

There still is a lot of work that needs to be done in the location before full public access can be granted to the space, but this should start the process moving forward and keep progress happening at the site.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

A MEASURE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT LEASE AGREEMENT WITH THE GARDNER COMMUNITY ACTION COMMITTEE FOR A PORTION OF THE PROPERTY LOCATED AT 62 WATERFORD STREET, DESIGNATED AS THE WATERFORD COMMUNITY CENTER, IN ORDER TO PROVIDE SOCIAL SERVICES TO AREA RESIDENTS

WHEREAS, starting as a small food pantry in 1970, the Gardner CAC has grown to meet the needs of the broader community by developing new programs; and

WHEREAS, in addition to Gardner, the Gardner Community Action Committee provides services to the surrounding communities of Ashburnham, Hubbardston, Westminster, and Templeton in North Central Massachusetts; and

WHEREAS, the Gardner Community Action Committee provides the following services to the City's residents:

- Food Pantry – Provides shelf stable foods, fresh fruits and vegetables, frozen meats, eggs, dairy and bread to income eligible households once per month.
- Fellowship Table – Offers a free nutritious homemade meal each Thursday, serving as a drive-thru.
- Backpack Program – Provides brand new backpacks and school supplies to students enrolled in kindergarten through 12th grade.
- Dinners On Us - Offering a healthy means to prepare a home cooked meal
- Medical Transportation – Provides senior citizens, age 60+, transportation to and from medical appointments, follow-up care and pharmacies.
- Emergency Assistance – Assist individuals who have eviction notices, termination notice and/or are out of heating funds.
- Clothing Closet – Offers free gently used clothing and household goods to anyone in need.
- Help Connection – Guides individuals who are recently experiencing crisis to resources available to them, if we are unable to assist at our agency.

WHEREAS, in the past two years, the Gardner Community Action Committee food security programs have seen an unprecedented increase of 63% in demand for service. Today alone, the Gardner Community Action Committee provide 33 households/80 individuals with food; and

WHEREAS, during the period from July 1, 2023 through June 30, 2024, the Gardner Community Action Committee provided services to over 13,000 individuals and since July 1, 2024 has provided services to 2,785 individuals;

NOW THEREFORE, in recognition of the services that the Gardner Community Action Committee provides to the area's residents, The City Council of the City of Gardner hereby authorizes the Mayor to enter into a grant lease agreement with the Gardner Community Action Committee for space at the Waterford Community Center, located at 62 Waterford Street, pursuant to all requirements and provisions of the General Laws of the Commonwealth and the Code of the City of Gardner.

THE CITY OF GARDNER

NON-GOVERNMENT GRANT LEASE

WATERFORD STREET COMMUNITY CENTER

This lease entered into as of this ___ day of _____, 20___ by and between the CITY OF GARDNER, through its Mayor duly elected and authorized, having a mailing address at City of Gardner, 95 Pleasant Street, Gardner, Massachusetts 01440 (hereinafter called the “Lessor” or “City”, which expression shall include its successors and assigns where the context so admits), and the Gardner Community Action Committee, Inc., a Massachusetts not for profit corporation, having a mailing address at 294 Pleasant Street, Gardner, MA 01440(hereinafter called the “Lessee”, which expression shall include its successors and assigns where the context so admits).

LEASED PREMISES

In consideration of the consideration set forth herein , the sufficiency of which the Parties acknowledge and together with the covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and lease unto the Lessee, the land with the buildings and improvements thereon owned by the Lessor situated in the City of Gardner, Worcester County, Massachusetts, described as follows:

1. That portion of the building located at _____ Waterford Street, commonly known as the Waterford Street Community Center (the “Premises”), consisting of _____ square feet, being Unit _____ as shown on Exhibit “A” attached hereto and incorporated herein by reference (herein the “_____”) to be used as set forth in this Lease (hereinafter called the “Leased Premises”).

It is specifically acknowledged by the Parties that this is a lease by grant of the City to the Gardner CAC in exchange for the services that the CAC provides to the residents of the City of Gardner.

USE OF LEASED PREMISES

Except with the express written consent or permission of the Lessor, no addition or alteration to or upon the Leased Premises shall be made and no trade, occupation or activity other than the Lessee’s use be made of the Leased Premises by the Lessee. Lessee’s use shall be limited to the provision of community support services provided to economically disadvantaged individuals throughout the greater Gardner community, including but not limited to the operation of a food pantry, and heating fuel assistance program.

It is agreed and understood that only those activities which promote the Lessee and its activities or other community events may be undertaken on the Premises. No alcoholic beverages shall be permitted, stored, consumed or used on the Premises without the express written permission or consent of the Lessor which permission shall not be unreasonably withheld or delayed if the storage, consumption or use of alcohol is in connection with Lessee’s fundraising or other functions and activities, and in accordance with all legal requirements. Nothing contained herein shall however

imply that the Lessor will approve the use of alcohol on the Premises and any such approval shall not preclude the denial of approval thereafter. The Lessee shall operate the Leased Premises so as to not unreasonably disturb other businesses, governmental operations and residences in the property or the surrounding area. In carrying out its activities, the Lessee shall direct persons on the Premises to conduct themselves in a manner that does not unreasonably disturb the area reasonably proximate to the Premises or which constitutes a breach of the peace or otherwise violates the law.

In no event shall any trade, occupation, use or activity be conducted or permitted thereon by the Lessee which shall be unlawful or improper, inconsistent with or contrary to any law of the United States, the Commonwealth of Massachusetts, the Ordinances of the City of Gardner, or rules and regulations thereof, as the same may be in effect from time to time, or injurious to any person or property. The Lessee shall be responsible for ascertaining, obtaining and maintaining all required permits and authorizations for the conduct of any activity on the Premises.

TERM

The term of this Lease shall be for a period of five (5) years consisting commencing on October 1, 2024 and ending on September 30, 2029 (the "Term") upon the terms and conditions contained in this lease. This grant of lease shall automatically renew for successive one year terms (each referred to as an "Extension Term") under the same terms and conditions as set forth herein unless either party provides the other with no less than ninety (90) days' notice prior to the end of the Term or an Extension Term.

The City may sell or otherwise convey some or all of the Premises with City Council approval and in compliance with all legal requirements, any sale or conveyance may affect the Lessee's rights under this Lease or law. However, nothing contained herein shall be construed as an obligation of the City to sell some or all of the Premises or offer some or all of the Premises for sale.

RENT & RENT COMMENCEMENT

The rent payable by the Lessee for each five-year term shall be in the initial amount of One Dollar (\$1.00) annually and shall be paid to the Lessor On or before October 1 of each year of the Term. It is expressly agreed that this is a grant lease to Lessor in exchange for the charitable services that the Lessor shall provide to economically disadvantaged residents of the greater Gardner communities. The rent for each term shall be as follows.

To the extent the Lessee is not approved by the City of Gardner Board of Assessors as a real estate tax exempt Lessee of public property, and to the extent otherwise applicable, the Lessee covenants and agrees to pay to the City of Gardner as the same become due in accordance with the General Laws of the Commonwealth of Massachusetts, all real estate taxes assessed to the Lessee under the provisions of Section 2b of Chapter 59 of the General Laws or any other acts or amendments thereto or in substitution thereof. In the event of the repeal of Section 2b of Chapter 59 of the General Laws or the non-applicability of Section 2b of Chapter 59 of the General Laws or the failure to enact similar Legislation in substitution thereof, the Lessee covenants and agrees to pay as rent to the Lessor within thirty (30) days of the time tax bills are issued, a sum equal to the amount of taxes that would have been due and payable in each fiscal tax year by that date for said property.

It shall be the responsibility of the Lessee, at its sole cost and expense, to seek, obtain and maintain any exemption from the obligation to pay real estate taxes or payments in lieu of real estate taxes. Lessee acknowledges that the Lessor has no control over any decision of the applicable body or entity which makes such determinations.

Notwithstanding and in addition to any of the remedies and rights of the City of Gardner for non-payment of real estate taxes as provided by law, should the Lessee fail or neglect to pay in full by the due date any real estate taxes or payment in lieu of real estate taxes assessed or charged by the City of Gardner to the Lessee for the Leased Premises, this lease may be terminated by the City by giving written notice of such termination to the Lessee. In such event, this lease will terminate in accordance with the notice, provided however, that the Lease will not be construed to have terminated if within fourteen (14) days following such notice, full payment of all such real estate taxes together with all charges and interest is made at the office of the tax collector of the City of Gardner.

During the term of this lease, or thereafter for any year included within the term hereof, the Lessee will not, and does hereby waive any rights under law, file an application for nor accept an abatement of taxes assessed to the Lessee for the Leased Premises and buildings owned by the City of Gardner more than once every three (3) years, unless except in a year during which the Leased Premises or any part thereof or building or part thereof or building or part thereof owned by the City of Gardner shall have been damaged by fire or other unavoidable casualty. Lessor shall be supplied by Lessee with copies of all notices or papers filed relative to any such abatement application when filed with the Board of Assessors.

Without waiving any other remedy available by law or under the terms of this lease for any breach thereof, including failure to pay the rent provided for, interest at the rate of 1.0% per month may be assessed by the Lessor to any delinquent payments.

QUIET ENJOYMENT

Lessee, upon paying the rent and other charges herein provided for and observing and keeping the covenants and agreements of this Lease on its part to be kept, shall quietly have and enjoy the use of the Leased Premises during the Term, without hindrance or molestation by the Lessor or anyone claiming by or through Lessor.

ASSIGNMENT

The Lessee covenants and agrees that it will not assign this lease nor sublet the whole or any part of the Leased Premises or otherwise encumber the Leased Premises without the express prior written permission of the City.

INSURANCE AND INDEMNIFICATION

The Lessee covenants and agrees to defend, indemnify, and save the Lessor its officials, agents, servants and employees harmless from and against any claims and demands for damages to persons or property suffered on account of the acts, action, fault or omission of the Lessee or arising from the violation by it of any law, ordinance, or statute or from the use of the Leased Premises by

the Lessee or those upon the Leased Premises. The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint. This section will survive the expiration or termination of this Lease.

The Lessee covenants and agrees that at the commencement of the term hereof and for each successive term thereafter or during any period the Lessee holds over with the permission (implied or expressed) of the Lessor, it shall provide and send to the Lessor policies of insurance or evidence thereof, insuring both the Lessor and the Lessee for public liability. If such policies are accepted by the Lessor, they shall become a part of this lease.

All insurance shall be with companies authorized to do business in Massachusetts and reasonably acceptable to the Lessor and shall be in such form and contain such terms and conditions as are reasonably acceptable to the Lessor and shall include the Lessor as an additional insured.

The obligations of the Lessee hereunder shall extend to the Premises, including any walkways, buildings, ramps, open space, parking areas and common areas located thereon. As relates to events sponsored or permitted by the Lessee which extend outside of the demised premises, the Lessee shall ensure that said insurance or a rider to same will cover the area used outside of the demised premises.

The Lessor and the Lessee mutually covenant and agree that the Premises shall be protected and insured against loss by fire and other casualties initially as set forth below in such amounts, types and terms as may be reasonably designated from time to time by the Lessor and which shall be reasonably obtainable by the Lessee. Said insurance shall be obtained initially in the following amounts, types and terms and shall be subject to reasonable change in amounts, types and terms by the Lessor within thirty (30) days after written notice to Lessee, and shall extend in coverage to the Premises and the operations of the Lessee thereon:

General Liability:

\$1,000,000.00 Per Occurrence

\$2,000,000.00 Aggregate

Fire Legal Liability:

\$500,000.00 or such additional amount as the Lessor may reasonably require and which shall be reasonably obtainable to the Lessee. This insurance, or an alternative reasonably satisfactory to the Lessor, shall be obtained within 30 days after written notice to Lessee.

Umbrella/Excess Liability:

\$2,000,000.00

It is agreed that in the event that the Lessee neglects to provide or cannot reasonably secure the insurance on its part to be obtained as herein provided, or in the event the same or any part thereof is canceled or a policy or policies lapse for whatever reason, so that at any time during the term of this Lease there is in force less than the required types and amounts of insurance, the Lessor may, by giving notice in writing to the Lessee, terminate this Lease, and in such event, the Lease will terminate in accordance with the notice; provided however, that the Lease will not be construed to have been terminated if within fourteen (14) business days following such notice, the required insurance is obtained and evidence thereof delivered to the Purchasing Department.

Notwithstanding any other provision of this Lease, in the event that the Lessee does not have in full force and effect the required insurance, then in that event all operations and activities on the Premises shall immediately cease, and the Lessee shall take all necessary steps to secure the Leased Premises and prevent access to and use of the same, until such time as the required insurance is obtained or the Lease is terminated.

The Lessor shall not be responsible in any manner for the contents of the demised Premises. Any insurance for the contents shall be the sole cost and responsibility of the Lessee.

It is agreed that cost of any insurance shall not be a factor in determining whether insurance is reasonable or reasonably obtainable.

PARKING

Lessee shall have access to all parking areas located on the Premises, in common with all other tenants and occupants of the Premises, and shall not designate any parking spaces as exclusive or for Lessee's use only. Lessee shall also have, in common with all other tenants and occupants of the Premises all ingresses and egresses, all sidewalks, and the main front entrance of the Premises.

COMMON AREAS

All automobile parking areas, entrances and exits thereto, and other facilities furnished by Lessor from time to time on the Premises, including, without limitation, employee and customer parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior and interior stairways, hallways, public bathrooms, display and exhibit areas and other areas and improvements provided by Lessor for general use, in common, of tenants of the Premises, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Lessor or its designees and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph. All of said facilities and areas and all utility systems not installed by or exclusively serving a single lessee of the Premises, (including, without limitation all storm and sanitary drainage systems, waste water treatment facilities or other utility systems) are hereinafter collectively called the "Common Areas". Lessor or its designees shall have the right: to construct, maintain and operate the lighting and parking facilities hereinafter referred to; to restrict parking by tenants, their officers, agents and employees to an employee parking area; to close all or any portion of said areas or facilities to such extent as may, in the opinion of the Lessor's counsel, be legally sufficient to prevent dedication

thereof or accrual of any rights therein to any person or the public; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of reasonable business judgment, the Lessor shall determine to be advisable; provided that no such changes shall deny or materially interfere with reasonable ingress to, or egress from the Premises. Lessor shall have the unfettered right to close down or restrict access to any part of the Common Areas on a temporary basis to make such alterations, modifications or repairs to the Premises as shall be advisable in Lessor's sole discretion. In such an event, Lessor shall have no liability to Lessee for any loss or damage that may accrue to Lessee's business by reason thereof. Lessor will use best efforts not to interfere with the Lessee's business.

MAINTENANCE AND REPAIR

The Lessee covenants and agrees that during the term hereof and for any period during which the Lessee holds over, the Lessee will at its own expense, keep the Leased Premises in good order, repair and condition, and in the same condition or better than it was at the commencement of this Lease, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and it will keep the grounds in a clean and orderly condition. The Lessee further covenants and agrees that it will keep in good repair with glass of the same kind and quality as that which may be damaged or broken, all the glass now or hereafter on the Leased Premise. Lessee shall specifically see that no debris, rubbish or waste remains on the Premises.

Lessee will pay all the expenses of maintaining and cleaning the Leased Premises, improvements and fixtures of the Lessee constituting personal property, and those of all persons claiming under it, including the removal of snow and ice from all ingresses and egresses exclusive to the Lease Premises, and will peacefully yield up to the Lessor the said Leased Premises and all improvements and additions wrought into and forming a part of the real property of the Lessor in the same repair, order and condition in all respects as they were at the commencement of this Lease, or better condition, reasonable wear and tear excluded, damage by fire and other casualty excepted and will deliver the Premises in a broom clean and debris-free condition.

LESSOR MAINTENANCE AND REPAIR: Lessor shall maintain all common areas including snow and ice removal from all parking areas, walkways, sidewalks, and common entrances. Lessor covenants and agrees to maintain or cause to be maintained only the foundations and roof of the Premises, and the structural soundness of the underground subgrade floors and exterior and demising walls in good order, repair and condition, exclusive of any work required because of damage caused by any act, omission or negligence of Lessee, any subtenant or their respective employees, agents, licensees or contractors. Lessor shall not be required to commence any such repair until fifteen (15) days after written notice from Lessee that the same is necessary, except in the event of an emergency in which event the Lessor shall commence such repair as soon as practically possible. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which event the obligations of the Lessor shall be controlled by the Articles of this Lease dealing therewith.

If Lessor is required to make repairs to the Premises by reason of Lessee's acts, omissions or negligence, other than reasonable wear and tear, or if Lessee refuses or neglects to repair as required

hereunder to the reasonable satisfaction of Lessor, Lessor shall provide notice to Lessee of its intent to conduct such repairs seven (7) days prior to commencement of such work (except in the event of an emergency in which event the Lessor shall commence such repair as soon as practically possible), Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof. Upon completion thereof, Lessee shall reimburse Lessor's costs for making such repairs.

UTILITY CHARGES

The Lessee covenants and agrees that it shall be responsible for any and all utility charges and further covenants and agrees that it shall be responsible for and will pay any sewer use, hook-up and/or betterment charges which may be assessed against the Premises, or which may be required, and all expenses related to the installation, repair and maintenance of the same, except as otherwise provided for herein.

TAKING OF PROPERTY

If the Premises, or any substantial part thereof, or the whole or any substantial part of the building owned by the City of Gardner on the Premises shall be taken for any purpose by exercise of the power of eminent domain or condemnation after the execution thereof, then this Lease and said term shall terminate at the option of the Lessor and such option may be exercised in case of any such taking, notwithstanding the entire interest of the Lessor may have been divested by such taking. The Lessee hereby assigns to the Lessor any and all claims and demands for damage on account of any such taking or for compensation for anything lawfully done and pursuant to any public authority and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claim and demands as the Lessor shall request.

DEFAULT AND TERMINATION

The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Lessee:

(a) The permanent vacating, abandonment or cessation of operation of the Premises by Lessee or ceasing use and operation for more than thirty (30) days without the prior written consent of the Lessor

(b) The failure by Lessee to observe or perform any of the covenants, conditions or provisions to be observed or performed by Lessee or any requirement of law, where such failure shall continue for a period of thirty (30) days after written notice thereof from City to Lessee, unless otherwise excused or extended in writing by the City.

It is agreed and understood that this Lease is upon the condition, that if the Lessee shall neglect or fail to perform or observe any of the covenants contained in these presents on its part to be performed or observed or otherwise be in breach or default and such default is not cured within any grace periods provided for herein, the Lessor lawfully may, with 30 days prior written notice, or such lesser or greater notice as it determines reasonably necessary, enter into and upon the Premises or any part thereof in the name of the City, and upon doing so it shall be considered that the City has

repossessed the same as its former estate, and if it so desires expel the Lessee and those claiming through or under it and remove its effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise accrue for any present or preceding breach of covenant, and upon entry as aforesaid and/or the posting of a notice on the Premises that the City is exercising its rights to terminate (even if there is no actual entry), this Lease shall terminate and the City shall be entitled to possession of the Premises except as stated in said notice; and the Lessee covenants that in case of such termination it will indemnify, defend and hold harmless the Lessor against all losses and claims which it may incur by reason of such termination. Any termination by the Lessor shall be without risk or liability to the Lessor, its agents, servants, officials, officers and employees.

Without limiting the right of the Lessor to exercise any other legal remedy or recourse, should the Lessee fail to promptly remove all of its property or property on the Premises placed or permitted to have been placed there under the authority of the Lessee, or property thereon which is the responsibility of the Lessee, and to restore the Premises to a clean and safe site, properly graded and otherwise to leave same in a condition as required by this Lease, upon any termination or expiration of this Lease, the Lessor may arrange for the removal and or disposal (including treating such property as discarded and or rubbish and trash to be disposed of as same) of the same, with the cost for same being an obligation of the Lessee (and the Lessee hereby irrevocably authorizes the Lessor as its agent to do so) and if the Lessee shall fail to promptly pay for the same and the Lessor pays for or becomes obligated to pay for the same, then the Lessee shall promptly reimburse the Lessor for the reasonable costs related thereto, including any interest, reasonable attorney's fees (whether for inhouse and/or outside legal counsel) and expenses arising therefrom.

Excepted from any grace period shall be any failure or other actions which constitute a threat to public safety and welfare, in which event the City may take such actions as it reasonably deems necessary.

ALTERATIONS

The Lessee covenants and agrees that in the event it desires to make changes of the present Leased Premises (other than ordinary maintenance and repair of the Property), any proposed alterations shall require approval of the City of Gardner City Council. All permanent improvements and renovations to the Leased Premises shall remain with the Premises and shall inure to the benefit of the Lessor.

The Lessee shall indemnify the City from any claims for mechanic's liens that are asserted in connection with work done by Lessee or Lessee's contractors and shall not allow any mechanic's liens to be placed or exist against the Premises for a period of more than forty-five (45) days.

INSPECTION OF PROPERTY

The Lessee covenants and agrees that the City's Mayor, the Director of Public Health, and the Building Commissioner of the City or their subordinates and designees, or other such agent duly appointed by the City, may at reasonable times enter to view and inspect the Leased Premises and may show the Leased Premises to others, and that any time within six (6) months prior to the

expiration of the term hereof, may affix to any suitable part of the Premises a notice for letting or selling the same.

DAMAGE/DESTRUCTION OF PREMISES

It is agreed and understood that if the Premises or any substantial part thereof, or the whole or any substantial part of any building owned by the City of Gardner on the Premises, shall be destroyed or substantially damaged by casualty after the execution hereof and before the expiration of the term or any extension or renewal thereof, then this Lease and said term shall terminate at the option of the Lessor, and all rights of the Lessee therein shall at the option of the Lessor likewise terminate and the Lessor shall be under no obligation to restore the Premises to their former condition nor to supply the proceeds of any insurance to that purpose. Notwithstanding total or partial deprivation of use of the Leased Premises or building by the Lessee, the Lessee acknowledges that the matter of abatement of taxes assessed to the Lessee as such rests with the judgment and discretion of the Board of Assessors. Such restoration, if any, shall be conducted and carried out in full compliance of all applicable laws. Any changes in any structures or appurtenances thereto from what was previously there or used shall be subject to the prior written approval of the Lessor.

ANTI-DISCRIMINATION CLAUSE

The Lessee covenants and agrees that it shall not discriminate in any way against any person desiring to Participate in its programs, visit the Leased Premises and/or make use of its facilities and/or services or partake in any of its programs or in its employment practices.

NOTICES

Any notice from the Lessor to the Lessee relating to the Premises or the occupancy thereof shall be deemed to be delivered when posted or left at the Leased Premises addressed to the Lessee or if actually delivered in hand to an agent of the Lessee at the Lessee's address as set forth herein. Any change in address must include a valid street address to be effective.

Any notice from the Lessee to the Lessor relating to the Premises or the occupancy thereof shall be deemed to have been delivered if posted or left at the office of the Mayor, City Hall, 95 Pleasant Street, Gardner, MA 01440 or person performing said functions. Service of notices may also be made in the same manner as for civil process or if served by a Police Officer.

ENVIRONMENTAL PROVISIONS

A. Environmental Laws. Lessee agrees, at its own expense, to comply with all applicable laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs caused by any act or omission of the Lessee (recognizing that the exterior of the Premises is accessible by the public) upon or from the Premises during the Lease Term or any holdover thereafter, Lessee agrees to immediately notify the City and shall, at Lessee's own expense, take measures to clean and restore the Premises, in compliance with applicable law, to its condition as of 1981 when the Lessee first took occupancy of the Leased Premises.

B. Hazardous Materials on Premises. During the term of this Lease and any holdover thereof, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees, except for those materials that are customarily used, stored or disposed of in connection with the Lessee's use. The use, storage or disposal of such Hazardous Materials shall be performed in compliance with applicable environmental and other laws, bylaws, codes, rules and regulations.

C. Environmental Indemnity. Lessee agrees to indemnify, hold harmless and defend City against all liability, cost and expense including, without limitation, any fines, penalties, diminution in value of the Premises, assessment and clean-up costs, judgments, litigation costs and attorneys' fees (whether for inhouse and/or outside legal counsel) incurred by or levied against the City as a result of Lessee's breach of this section or as a result of any discharge, leakage, spillage, emission or pollution on or discharged from the Premises caused by the Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall have no liability as to the foregoing for any Hazardous Material existing or events occurring or generated, at, in, on, under or in connection with the Premises or any part thereof prior to the occupancy of Lessee, or for asbestos or lead paint. Lessee shall not be obligated to protect, defend, indemnify and save the City harmless from and against any claims, liabilities or penalties that are asserted to the extent that they are a result of the fault, negligence, omission or conduct of the City or third parties not directly under the direction or control of the Lessee or its agents, contractors, servants, licensees, employees or invitees.

D. "Hazardous Material". For purposes of this Lease, the term "Hazardous Material" means any hazardous or toxic substances, material or waste, including but not limited to those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the U.S. Environmental Protection Agency as hazardous substances (40 CFR Part 302), and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law, or is otherwise listed or determined by any federal, state or local authority to be hazardous, and including asbestos, and lead paint.

E. Remediation of Existing Hazardous Material. The Lessee covenants and agrees that if the Lessee undertakes any capital improvements or renovations to the Leased Premises during the term of this Lease, the Lessee will use commercially reasonable efforts to remediate any Hazardous Material that are reasonably connected to and or exposed by the relevant capital improvements or renovations; provided that, the Lessee is not obligated to remediate any Hazardous Material that were introduced to the Premises before the Lessee took occupancy, if the Lessee cannot obtain funding to perform such remediation. The parties agree that this provision does not apply to Hazardous Material introduced to the Property by the Lessee. Both parties agree that the City is not obligated by the terms of this Lease to remediate any Hazardous Materials, even if a competent environmental or health authority determines that the presence of such Hazardous Material means that the Premises cannot be safely occupied. If a competent environmental or health authority determines that the Property cannot be safely occupied due to the presence of Hazardous Material, the Lessee's sole recourse will be to terminate the Lease (per the paragraph below) and to receive from the City a pro-rata share of any rent already paid to the City. The Lessee hereby waives any claims against the City relating to lost revenue or capital improvements to the Property.

If a competent environmental or health authority determines that the Property cannot be safely occupied due to the presence of Hazardous Material, then the parties agree to work in good faith and cooperatively to address the issues provided that if the parties cannot mutually agree, then after two (2) years, then either or both parties may terminate the lease.

F. Environmental Testing. If there is reasonable cause to believe Lessee violated the above provisions of this Section, the City may request independent environmental testing of the Premises. Lessee agrees that it shall be solely responsible for all costs and expenses associated with the performance of environmental testing of the Premises, which may be reasonably required by the City upon reasonable belief that there has been a violation by the Lessee of applicable environmental laws, bylaws, codes, rules and regulations. Such environmental testing shall be conducted by an independent and qualified engineering or environmental consulting firm reasonably acceptable to City. In the event that the City receives environmental test results and/or reports and data, the City shall deliver to the Lessee within seven (7) business days from receipt of same, copies of such test results and/or reports and data.

MISCELLANEOUS

Lessor shall be included as an additional insured in the general liability and fire legal liability and umbrella/excess liability insurance policies, or in lieu thereof, may, if the Lessor so agrees in its discretion, if available and at the reasonable cost and expense to Lessee, shall be furnished an owner's contingent policy or owner's protective liability policy, all with the same amount of coverage and subject to the terms and conditions as stated under the specified insurance requirements of this Lease.

This is a lease of the Leased Premises only, and the Lessee shall be responsible for obtaining all necessary permits, licenses, and any and all other necessary authorizations or complying with legal requirements to operate its business at the Premises.

No garbage, junk or refuse, shall be kept on or placed in or upon the Premises other than that generated by the normal operation of the Leased Premises, which garbage, junk or refuse shall be kept in proper and appropriate containers, which containers shall not be left in public view nor on Premises other than that which is herein leased to the Lessee, other than property of the Lessee. All such containers shall be properly secured in appropriately screened areas or such other areas not generally accessible to public access or view.

No permanent exterior banners, signs, neon signs or lighted signs visible from the exterior shall be displayed unless approved in advance by the Lessor, which consent shall not be unreasonably withheld or delayed. The Lessor is not inclined to approve of any lighted banners or neon signs. Temporary banners displayed for no more than 30 days are exempt.

In addition to any other language in this lease, upon any termination of this Lease or expiration of said Lease, whichever occurs first, Lessee covenants, agrees, warrants and represents that any structures or equipment, material or other such items placed thereon which are not owned by the City of Gardner, shall be promptly removed and the Premises shall be left in a safe condition in accordance with the reasonable instructions of the City of Gardner. Such work shall be at the sole

cost and expense and obligation of the Lessee.

Forbearance on the part of the Lessor to any default, right, or remedy shall not preclude an action at a later time by the Lessor nor shall the same be viewed as a waiver.

The Lessee shall be obligated to reimburse the Lessor for any costs or expenses (including reasonable attorney's fees based on the actual costs or a sum equal to time expended by the Lessor's counsel times the customary rates of a comparable private attorney) for collecting sums due under this lease and for enforcing the provisions of this lease or in any litigation or claim relating to this lease or the activities thereon.

After the initial term of this Lease, at the option of the Lessor while a renewal or extension of this Lease or new solicitation of a lease is being considered and undertaken, this Lease shall continue on a month to month basis, under the terms set forth herein, subject to the right of the Lessor to terminate and discontinue same following a sixty (60) day notice to the Lessee. In all other respects the Lessee shall be bound by the terms of this agreement including those pertaining to termination.

All section headings and captions used in this Lease are solely for convenience and shall not affect the interpretation of this Lease nor shall the same limit the covenants and obligations of this Lease.

The Lessor and Lessee agree to execute any documents reasonably requested by the Lessor or Lessee concerning the Lease and the Leased Premises, as long as the same does not in any way alter, impair, diminish, or affect any of the rights, benefits, covenants, obligations, and duties of the Lessor and Lessee under this Lease.

It is agreed that time is of the essence.

The Lessee shall maintain a legal existence in the Commonwealth of Massachusetts during the term of this Lease and any extended term or holdover, and on request of the Lessor shall provide a Certificate of Legal Existence from the Office of the Massachusetts Secretary of State.

Following any expiration or termination of this Lease, and should the Lessee holdover, without the Lessor's permission, the Lessee shall be bound by all the provisions of this Lease except as to the term and subject to the right of the Lessor to assess use and occupancy charges. All rights and remedies of the Lessor are expressly reserved and not waived. Such hold over shall not establish any new tenancy.

Lessor and Lessee agree that they will execute and record at the expense of the Lessee a Notice of this Lease with the Worcester South District Registry of Deeds.

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee. The Lessee shall ensure that in its activities it does not imply otherwise or that it is an agency or department of the City or that the City is involved in its

operations.

The invalidity of any provision of the Lease as determined by a court of final and competent jurisdiction shall in no way affect the validity of any other provisions hereof.

Each provision performable by Lessee hereunder shall be deemed both a covenant and a condition. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

This Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the Commonwealth of Massachusetts and venue for any legal action shall be and remain in Worcester County.

The Effective Date of the Lease shall the date first written above.

The Lessee acknowledges that the Lessor makes no warranties or representations as to the condition of the Leased Premises or its suitability for any use the Lessee may make. Except as may otherwise be set forth herein, the Lessor shall be under no obligation to make any repairs, undertake any maintenance or improve the Leased Premises.

Nothing contained herein shall constitute or be construed to be explicit and specific assurances of safety or assistance.

WITNESS the execution hereof under seal as of the date first set forth above.

LESSOR:

THE CITY OF GARDNER

By: Michael J. Nicholson
 Its: Mayor (Attach certificate of vote of authorization)

LESSEE:

The Gardner Community Action Committee

By: Julie Meehan
 Its: Executive Director (duly authorized)

EXHIBIT "A"



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED

2024 OCT -2 PM 3:25

CITY CLERK'S OFFICE

October 2, 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 Sale of 94 Pleasant Street

Dear Madam President and Councilors,

At the August 5, 2024 meeting of the City Council, the Council unanimously voted to approve the Administration's request to place the property located at 94 Pleasant Street for disposition.

The property was advertised and posted for Request For Proposals (RFP) was issued according to the provisions of Chapter 30B of the General Laws of the Commonwealth. Following this process and the statutory timeline for advertisement, two (2) submissions were received.

As a reminder, in an RFP process, the proposals submitted must first and mostly be evaluated on proposed use of the property and financial capability for the proposal, and then the financial offers must be considered.

As was done before when the City has disposed of properties, I appointed a review panel to perform the initial review of the proposals submitted. This panel consisted of:

- Hon. Karen Hardern, Ward 4 City Councilor
- Hon. Brad Heglin, City Councilor At-Large
- Mrs. Rebecca Marois, President/CEO of the Greater Gardner Chamber of Commerce

The Administration has decided to move forward with the unanimous recommendation of the review panel and award the property to Matias Companies, LLC in the amount of \$1.00 in exchange for the proposal to perform over \$750,000 of work on the property. The Law Department will prepare all closing materials for the City.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED

2024 OCT -2 PM 3:25

CITY CLERK'S OFFICE
RECEIVED

October 2, 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 Fire Chief Greg Lagoy receiving state Fire Chief Certification

Dear Madam President and Councilors,

My office has received official notice from the Commonwealth's Fire Service Commission that our fire chief, Greg Lagoy, has received his official Fire Chief Certification.

The notification I received is here attached.

I am really proud and happy to be working on the same team of Chief Lagoy, and this recognition and achievement shows additional proof of his dedication to the City and its residents, not only as Chief but in his 37 years of service to the Gardner Fire Department.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Massachusetts Fire Service Commission

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978)567-3100 Fax: (978)567-3121



COMMISSION MEMBERS
Chief Gregory J. Burns, Chair
Captain Michael J. McCullough, Vice Chair
Deputy Secretary of EOPSS, Susan W. Terrey
Chief John S. Ingram
Chief Peter J. Burke Jr.
Chief Brian J. Cook
Roberta Fitzpatrick
Firefighter Richard D. MacKinnon Jr.

October 2, 2024

Mayor Michael J. Nicholson
95 Pleasant Street
Gardner, MA 01440
Sent via Email: mayor@gardner-ma.gov

Mayor Nicholson:

On behalf of the Commonwealth of Massachusetts Fire Service Commission it is our distinct pleasure to inform you that Chief Gregory Lagoy has voluntarily participated in a Fire Chief Credentialing process administered by the Massachusetts Fire Service Commission, a gubernatorial appointed board that has established a process for uniform credentialing for fire chiefs and has been awarded accreditation as Fire Chief in the Commonwealth of Massachusetts.

During this process Chief Lagoy had to submit documentation to the Fire Service Commission; these documents included a resume that identified the years of service, his progression within the fire service structure to this position, attendance at training and/or professional development courses provided through both state and nationally recognized fire service educational organizations, formal education accomplishments and participation in a state and/or national certification program. With this and other information submitted, the Massachusetts Fire Service Commission applied the information into a scoring matrix that assigned a point value to the various levels of accomplishment submitted by the candidate.

When a candidate's score reached or exceeded the minimum level established, the applicant was awarded credentialing at the level of "Fire Chief". This level signifies that the applicant has strived to obtain the specialized knowledge and competencies necessary to be an effective fire service leader.

In order for Chief Lagoy to keep his accreditation valid, he must participate in a recurring training/professional development program approved by the Fire Service Commission and submit proof of completion every three years.

It is the intent of the Massachusetts Fire Service Commission's Fire Chief Credentialing Program to provide local officials with a third-party evaluation of an individual's training and educational achievements as they are compared to an established standard. It is the Fire Service Commission's belief that this process will assist your community's fire service leader in facing the challenges ahead and ensuring that the fire service across the Commonwealth continues to provide the most effective fire, emergency medical and rescue services to which our residents have become accustomed.

The program is open to all members of the fire service in the Commonwealth holding the rank of Lieutenant or above in the department.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gregory J. Burns".

Chief Gregory J. Burns
Chairman

cc: Chief Gregory Lagoy



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

RECEIVED

2024 OCT -2 PM 4:28

CITY CLERK'S OFFICE
GARDNER, MA

October 2, 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 City to Enter into a 5-Year Contract for Grant Writing and Government Outreach Services

Dear Madam President and Councilors,

As you are aware, for the last year, the City has hired on-call grant writers to assist the City in navigating the unprecedented amount of grant funding that is currently available. The return on this investment have been well over expectations.

In order to keep this progress going, I am requesting that the City Council vote to authorize the administration to enter into a five (5) year contract for grant writing and government outreach (lobbying) services. This will then be put out for a request for proposals (RFP) under the requirements of the General Laws.

An appropriation to fund this contract will be put before the City Council once free cash is certified.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AUTHORIZING FIVE-YEAR CONTRACT PERIOD
GRANT WRITING & GOVERNMENT OUTREACH SERVICES

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for Grant Writing and Government Outreach Services, pursuant to the provisions of Massachusetts General Law, Chapter 30B, section 12 and under the terms outlined in the Purchasing Agent's October 2, 2024, Memorandum.

CITY OF GARDNER
PURCHASING DEPARTMENT

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



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

TO: Gardner City Council
Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent

DATE: October 2, 2024

SUBJECT: Request for 5-year contracts

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

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

- Grant Writing & Government Outreach Services

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

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

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 5, 2024, STATE ELECTION ORDER

VOTED: That meetings of the citizens of this City qualified to vote in the State Election shall be held on **TUESDAY, THE FIFTH DAY OF NOVEMBER 2024**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

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

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

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would specify that the State auditor has the authority to audit the legislature.

A **YES VOTE** would specify that the State auditor has the authority to audit the legislature.

A **NO VOTE** would make no change in the law relative to the State Auditor’s authority.

QUESTION 2: Law Proposed by Initiative Petition

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student’s district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A **YES VOTE** would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A **NO VOTE** would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 5, 2024, STATE ELECTION ORDER

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would provide Transportation Network Drivers (“Drivers”) with the right to form unions (“Driver Organizations”) to collectively bargain with Transportation Network Companies (“Companies”)-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board (“Board”) to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If approved by a majority of votes cast, the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor’s review and approval of recommendations negotiated by a Driver Organization and the Companies and for judicial review of the Secretary’s decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 5, 2024, STATE ELECTION ORDER

A **YES VOTE** would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

A **NO VOTE** would make no change in the law relative to the ability of transportation network drivers to form unions.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption

CITY OF GARDNER, MASSACHUSETTS

NOVEMBER 5, 2024, STATE ELECTION ORDER

of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

A YES VOTE would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

A NO VOTE would make no change in the law regarding natural psychedelic substances.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

A YES VOTE would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A NO VOTE would make no change in the law governing tip pooling or the minimum wage for tipped workers.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

CITY OF GARDNER, MASSACHUSETTS

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

WARD 1, PRECINCT A – Elk’s Home, 31 Park Street
WARD 1, PRECINCT B – Elk’s Home, 31 Park Street
WARD 2, PRECINCT A – Levi Heywood Memorial Library, 55 West Lynde Street
WARD 2, PRECINCT B – Levi Heywood Memorial Library, 55 West Lynde Street
WARD 3, PRECINCT A – City Hall, Perry Auditorium, 95 Pleasant Street
WARD 3, PRECINCT B – City Hall, Perry Auditorium, 95 Pleasant Street
WARD 4, PRECINCT A – Gardner Police Headquarters, 200 Main Street
WARD 4, PRECINCT B – Gardner Police Headquarters, 200 Main Street
WARD 5, PRECINCT A – Polish American Club, 171 Kendall Pond Rd W
WARD 5, PRECINCT B – Polish American Club, 171 Kendall Pond Rd W

ORDER posted in public places as follows: Elm Street School, Gardner Visiting Nursing Association, Gardner High School, Gardner Fish & Gun Club, Holy Family Academy, High Rise Lounge, Heywood Place (Boland Room), Gardner City Hall, Heywood Library, and DPW Office.

(Constable)

(Date)

BY ORDER OF THE CITY COUNCIL



City of Gardner - *Executive Department*

Updated 9/9/2024

Mayor Michael J. Nicholson

September 9, 2024

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

RE: Update regarding Item #11289: An Ordinance To Amend the Code of the City of Gardner, Part 1, thereof entitled, "Administrative Legislation."

Dear Madam President and Councilors,

As stated during the Finance Committee Meeting of September 4th, 2024, based on feedback received by the members of various boards and commissions of the City, I hereby submit a third revision of the ordinance proposal listed as Item#11289.

This revision unifies the timeline for the re-organization of the City's boards and commissions and defines the oaths of office for all positions in the City.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Updated 9/9/2024

**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.

Updated 9/9/2024

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 3. Elected Official Oath of Office**A. Mayoral Oath of Office**

Pursuant to the Charter of the City of Gardner and the General Laws of the Commonwealth, the following oath shall be used to swear in the Mayor-Elect of the City:

“I, (insert name), Do Solemnly Swear That I Will Bear True Faith And Allegiance To The Commonwealth Of Massachusetts And The City Of Gardner, And Will Support The Constitution And The Charter Thereof, (So Help Me God.)

I, (insert name), Do Solemnly Swear And Affirm, That I Will Faithfully And Impartially Discharge And Perform All Of The Duties Incumbent On Me As Mayor Of The City Of Gardner According To The Best Of My Abilities And Understanding, Agreeably, To The Rules And Regulations Of The

Constitution And The Laws Of The Commonwealth and the Ordinances and Charter of the City of Gardner. (So Help Me God.)

I, (insert name), Do Solemnly Swear That I Will Support The Constitution Of The United States. (So Help Me God.)”

B. City Council Oath of Office; At-Large and Ward

Pursuant to the Charter of the City of Gardner and the General Laws of the Commonwealth, the following oath shall be used to swear in the City Councilors-Elect of the City:

I, (insert name), do solemnly swear that I will faithfully and impartially discharge and perform the duties of City Councilor according to law and the best of my abilities. (so help me God.)

C. School Committee Oath of Office

Pursuant to the Charter of the City of Gardner and the General Laws of the Commonwealth, the following oath shall be used to swear in the School Committee Members- Elect of the City:

I, (insert name), do solemnly swear that I will faithfully and impartially discharge and perform the duties of School Committee Member according to law and the best of my abilities. (so help me God.)

SECTION 30: That a new Chapter 3 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, for a period of three (3) years, unless otherwise stated.

Section 3: Oath of Office

A. 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.

B. Oath of Office

Pursuant to the Charter of the City of Gardner and the General Laws of the Commonwealth, the following oath shall be used to swear in all appointed officials of the City of Gardner, except those appointed to the Gardner Police Department, whose oath shall be given as prescribed by the General Laws of the Commonwealth and the Code of the United States.

I, (insert name), do solemnly swear that I will faithfully and impartially perform the duties of (insert position title) according to law and the best of my abilities. (so help me God.)

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 that has been approved by both majority vote of the City Council and the Mayor.
- 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 7: Employees

The City may hire employees for any city department, entity, board, commission, and any subdivision subject to appropriation approved by the City Council, in accordance with the provisions of the Charter of the City of Gardner.

Section 8: Vacancies

Any vacancies that occur in any positions appointed position shall be filled in the same manner by which the position was appointed. The successor who fills said vacancy shall serve for the unfinished remainder of the term of office in which the vacancy occurred before said successor shall be appointed to a full term.

SECTION 30: That a new “PART II” be added, to be entitled “LEGISLATIVE BRANCH” be added to include Chapter 4 and Chapter 5, with the current, “PART II: GENERAL LEGISLATION” section be re-numbered accordingly as “PART III”

SECTION 31: That a new Chapter 4 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 5, 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 a term of three (3) 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 6 through Chapter 8.

SECTION 34: That a new Chapter 6 be added to the Code of the City of Gardner to be entitled, “Executive Departments,” as follows:

Section 1: Assessing Department

A. Department Established and Employees

- a. An Assessing Department in the City of Gardner is hereby established under the charge of a board of up to five (5) but no less than three (3) Assessors, one of which shall serve as the City Assessor.
- b. The City Assessor shall serve full time as an Assessor and employee of the City of Gardner, who shall serve as the Department Head over the City’s Assessor’s Department.

Section 2: Building Department

A. Department Established and Employees

The position of Building Commissioner is hereby established and shall be a full-time position. The duties of said Building Commissioner shall be those set forth in the General Laws of the Commonwealth and the Code of the City of Gardner.

B. Electrical Inspection Division

a. Division Established

- i. 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 "Electrical Inspector," and such officer is hereby designated as the officer required by the General Laws of the Commonwealth and the Code of the City of Gardner.

- ii. Said Inspection of Wires Division and the Electrical Inspector shall be subject to the authority of the Mayor and the Building Commissioner, and, for fire alarm superintendent related activities, the Electrical Inspector shall report to the Building Commissioner and confer with the Fire Chief.

b. Electrical Inspector

- i. The Mayor shall appoint an Electrical Inspector, subject to the provisions of the Code of the City of Gardner and the Charter of the City of Gardner. The Electrical Inspector shall be a licensed electrician in the Commonwealth of Massachusetts.
- ii. They shall keep an accurate record of the transactions of their office and shall report the same to the Building Commissioner on a monthly basis, to be reported to the Mayor as part of the Building Department's Annual Report.

C. Plumbing and Gas Inspection Division

a. Division and Position Established

An Inspection of Gas and Plumbing Division of the Building Department is hereby established, the affairs of which shall be conducted by an officer known as the "Plumbing and Gas Inspector," and such officer is hereby designated. The Plumbing and Gas Inspector shall be licensed to performing plumbing and gas work by the Commonwealth of Massachusetts.

b. Duties

The Plumbing and Gas Inspector 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, the General Laws of the Commonwealth, and the Code of the City of Gardner as presently in force, and as may be amended and in force from time to time.

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 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

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."

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 and other such personnel as the Mayor, with the approval of the City Council, shall from time to time deem necessary, subject to appropriation.

B. Appointment of Firefighters and Fire Department Personnel

All appointments to the Fire Department shall be made by the Fire Chief and shall not be subject to confirmation by the City Council.

C. Fire Chief

- i. The Fire Chief shall be the Department 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.
- ii. The Chief shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012.

Section 6: Human Resources Department

A. Department Established

There shall be established in the City of Gardner a Human Resources Department to be administered by a Director.

Section 7: Information Technology Department

A. Department Established

There shall be established in the City of Gardner an Information Technology Department to be administered by a Director.

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 and shall report to and be overseen by the Mayor. The Assistant City Solicitor shall be appointed by the Mayor, subject to confirmation by the City Council, for a term of one (1) year.
- 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

- i. 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.
- ii. Said written legal opinions shall be issued by the City's Law Department no later than thirty (30) days upon receipt of the request.
- iii. The Law Department shall provide the Mayor with a copy of all written legal opinions issued pursuant to this section.

Section 9: Police Department

A. Department Established

- i. The Police Department of the City of Gardner shall consist of a Chief of Police and any 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.
- ii. 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.
- ii. The Chief shall be exempt from the provisions of MGL c. 31 in accordance with Chapter 416 of the Acts of 1991.
- iii. The Chief of Police shall be the Keeper of the Lockup in compliance with MGL c. 40, § 35.
- iv. The Deputy Chief of Police shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012

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, not subject to confirmation by the City Council.
- 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

- i. There shall be established in the City of Gardner a Department of Public Works administered by a Director.
- ii. 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.
- iii. 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.
- i. The Purchasing Agent/Civil Enforcement Director shall be responsible for all purchases and contractual services and all sales of property.
- ii. 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.
- iii. 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

- i. There shall be a Senior Center overseen by the Director of Senior Citizens.

- 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 7 be added to the Code of the City of Gardner to be entitled, "Board and Commissions," as follows:

Section 1: Miscellaneous

A. Board and Commission Membership

All boards and commission made by the City shall have an odd number of members, unless membership is defined by any other section of the General Laws of the Commonwealth or the Code of the City of Gardner.

B. Acceptance of Donations

Any board or commission may, upon receiving prior approval by majority vote of the City Council may receive gifts of property, both real and personal, in the name of the City, subject to the rules and regulations of the General Laws of the Commonwealth, the Charter of the City of Gardner, and the Code of the City of Gardner.

C. Organization and Election of Officers

Unless otherwise stated by the General Laws of the Commonwealth or by the provisions of the City Charter of the City of Gardner or the Code of the City of Gardner, all boards and commissions shall annually vote to elect the Chairperson and all other officers of their respective body.

Section 2: Airport Commission

A. Establishment

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 majority vote of the City Council and the Mayor, to institute a system of charges and fees for use of the Gardner Municipal Airport.

Section 3: 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 4: Board Of Assessors

A. Establishment

- i. There is hereby a Board of Assessors established, who shall work with the City Assessing Department in accordance with the provisions of Chapter 6 of the Code of the City of Gardner.

- ii. 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 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

- i. There shall be a Board of Health consisting of not less than three (3) members but no more than seven (7) members
- ii. At least one (1) member of the Board of Health shall be a physician and at least one (1) member shall be a registered nurse
- iii. No members of the Board of Health shall be members of the City Council.
- iv. Each year at its first meeting the Board shall organize and elect a Chairperson.

Section 5: Board Of Registrars Of Voters

A. Establishment

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. Establishment

- i. There shall be established in the City of Gardner a Capital Improvement Planning Committee.
- ii. 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 as ex officio full voting members.
- iii. The Committee shall choose its own officers.

B. Review of Projects

- i. The Committee shall study proposed capital projects and improvements involving major nonrecurring tangible assets and projects which:
 1. Are purchased or undertaken at intervals of not less than five years;
 2. Have a useful life of at least five years; and
 3. Cost over \$25,000.
- ii. All department heads, 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. 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 plan to the City Council for acceptance.

D. Expenditures

Such capital improvement program, after its acceptance, 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.

Section 7: Cemetery Commission

A. Establishment

- i. There shall be established a Cemetery Commission for the City of Gardner consisting of no more than five (5) members but not less than seven (7) members.

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 at least seven (7) members but not more than eleven (11) members.

- 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. Establishment

There shall be established, pursuant to MGL c. 40, § 8J, a Disability Commission for the City of Gardner consisting of not less than seven (7) members and not more than nine (9) member who are legal voters of said City. The majority of said Commission members shall consist of disabled persons, and at least one (1) of such members shall be a member of the immediate family of a disabled person, and one (1) member of said Commission shall be either an elected or appointed official of the City.

- 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.

Section 10: Golf Commission

A. Establishment

A Municipal Golf Course Commission is hereby established.

B. Membership; terms of office.

The Municipal Golf Course Commission shall consist of not less than five (5) members, but not more than (7) seven members, including a Chairperson and Secretary.

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 manners generally used in practice by the City 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. Establishment

There is hereby established, under the provisions of MGL c. 40, § 8D, a Historical Commission of the City of Gardner for the purposes and with the rights and duties provided by law, to be composed of not less than seven (7) members, but not more than eleven (11) members.

Section 12: Planning Board

A. Establishment

A Planning Board is hereby established, consisting of no less than five (5) members, no more than nine (9) members.

B. Powers and duties.

The Planning 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.

Section 13: Zoning Board Of Appeals.

A. Establishment and Authority

The Zoning Board of Appeals shall consist of five persons with a sufficient number of alternate members that the Mayor and City Council shall deem necessary for the proper function of the Zoning Board of Appeals. 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. Establishment

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 as ex officio, full voting members.

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 local Regional Planning Commission.

Section 15: Youth Commission

A. Establishment

There shall be established, pursuant to MGL c. 40, § 8E, a Youth Commission for the City of Gardner consisting of no less than three (3) members and no more than seven (7) members, who shall be appointed by the Mayor, subject to confirmation by the City Council, except for one (1) member who shall be appointed by the City Council President not subject to confirmation by the City Council.

B. 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.

C. 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.

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 8.

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 1st 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 1st 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 1st to March 31st: three (3) days
 2. April 1st to June 30th: two (2) days
 3. July 1st to September 30th: 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:

- A. Regularly employed for one (1) to four (4) years shall be entitled to Four (4) weeks or twenty (20) working days.
- B. Regularly employed for five (5) to nine (9) years shall be entitled to five (5) weeks or twenty-five (25) working days
- C. Regularly employed for ten (10) to fourteen (14) years shall be entitled to six (6) weeks or thirty (30) working days
- D. 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 1st through March 31st: Five (5) Days
 - April 1st through June 30th: Four (4) Days
 - July 1 through September 30th: Three (3) Days

- October 1st through December 31st: 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.



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

August 1, 2024

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

RE: Update regarding Item #11289: An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled "Administrative Legislation"

Dear Madam President and Councilors,

Based on feedback the Administration has received regarding placement of repetitive language and consistency of organization, I hereby submit this substitute version of Item 11289 for the City Council's consideration.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

**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 Chapter 3 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, for a period of three (3) years, 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 that has been approved by both majority vote of the City Council and the Mayor.
- 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 7: Employees

The City may hire employees for any city department, entity, board, commission, and any subdivision subject to appropriation approved by the City Council, in accordance with the provisions of the Charter of the City of Gardner.

Section 8: Vacancies

Any vacancies that occur in any positions appointed position shall be filled in the same manner by which the position was appointed. The successor who fills said vacancy shall serve for the unfinished remainder of the term of office in which the vacancy occurred before said successor shall be appointed to a full term.

SECTION 30: That a new “PART II” be added, to be entitled “LEGISLATIVE BRANCH” be added to include Chapter 4 and Chapter 5, with the current, “PART II: GENERAL LEGISLATION” section be re-numbered accordingly as “PART III”

SECTION 31: That a new Chapter 4 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 5, 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 a term of three (3) 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 6 through Chapter 8.

SECTION 34: That a new Chapter 6 be added to the Code of the City of Gardner to be entitled, "Executive Departments," as follows:

Section 1: Assessing Department

A. Department Established and Employees

- a. An Assessing Department in the City of Gardner is hereby established under the charge of a board of up to five (5) but no less than three (3) Assessors, one of which shall serve as the City Assessor.
- b. The City Assessor shall serve full time as an Assessor and employee of the City of Gardner, who shall serve as the Department Head over the City's Assessor's Department.

Section 2: Building Department

A. Department Established and Employees

The position of Building Commissioner is hereby established and shall be a full-time position. The duties of said Building Commissioner shall be those set forth in the General Laws of the Commonwealth and the Code of the City of Gardner.

B. Electrical Inspection Division

a. Division Established

- i. 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 "Electrical Inspector," and such officer is hereby designated as the officer required by the General Laws of the Commonwealth and the Code of the City of Gardner.
- ii. Said Inspection of Wires Division and the Electrical Inspector shall be subject to the authority of the Mayor and the Building Commissioner, and, for fire alarm superintendent related activities, the Electrical Inspector shall report to the Building Commissioner and confer with the Fire Chief.

b. Electrical Inspector

- i. The Mayor shall appoint an Electrical Inspector, subject to the provisions of the Code of the City of Gardner and the Charter of the City of Gardner. The Electrical Inspector shall be a licensed electrician in the Commonwealth of Massachusetts.

- ii. They shall keep an accurate record of the transactions of their office and shall report the same to the Building Commissioner on a monthly basis, to be reported to the Mayor as part of the Building Department's Annual Report.

C. Plumbing and Gas Inspection Division

a. Division and Position Established

An Inspection of Gas and Plumbing Division of the Building Department is hereby established, the affairs of which shall be conducted by an officer known as the "Plumbing and Gas Inspector," and such officer is hereby designated. The Plumbing and Gas Inspector shall be licensed to performing plumbing and gas work by the Commonwealth of Massachusetts.

b. Duties

The Plumbing and Gas Inspector 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, the General Laws of the Commonwealth, and the Code of the City of Gardner as presently in force, and as may be amended and in force from time to time.

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 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

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."

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 and other such personnel as the Mayor, with the approval of the City Council, shall from time to time deem necessary, subject to appropriation.

B. Appointment of Firefighters and Fire Department Personnel

All appointments to the Fire Department shall be made by the Fire Chief and shall not be subject to confirmation by the City Council.

C. Fire Chief

- i. The Fire Chief shall be the Department 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.
- ii. The Chief shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012.

Section 6: Human Resources Department

A. Department Established

There shall be established in the City of Gardner a Human Resources Department to be administered by a Director.

Section 7: Information Technology Department

A. Department Established

There shall be established in the City of Gardner an Information Technology Department to be administered by a Director.

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 and shall report to and be overseen by the Mayor. The Assistant City Solicitor shall be appointed by the Mayor, subject to confirmation by the City Council, for a term of one (1) year.
- 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

- i. 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.

- ii. Said written legal opinions shall be issued by the City's Law Department no later than thirty (30) days upon receipt of the request.
- iii. The Law Department shall provide the Mayor with a copy of all written legal opinions issued pursuant to this section.

Section 9: Police Department

A. Department Established

- i. The Police Department of the City of Gardner shall consist of a Chief of Police and any 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.
- ii. 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.
- ii. The Chief shall be exempt from the provisions of MGL c. 31 in accordance with Chapter 416 of the Acts of 1991.
- iii. The Chief of Police shall be the Keeper of the Lockup in compliance with MGL c. 40, § 35.
- iv. The Deputy Chief of Police shall be exempt from the provisions of Chapter 31 of the General Laws in accordance with Chapter 284 of the Acts of 2012

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, not subject to confirmation by the City Council.
- 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

- i. There shall be established in the City of Gardner a Department of Public Works administered by a Director.
- ii. 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.
- iii. 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.
- i. The Purchasing Agent/Civil Enforcement Director shall be responsible for all purchases and contractual services and all sales of property.
- ii. 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.
- iii. 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

- i. There shall be a Senior Center overseen by the Director of Senior Citizens.
- 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 7 be added to the Code of the City of Gardner to be entitled, "Board and Commissions," as follows:

Section 1: Miscellaneous

A. Board and Commission Membership

All boards and commission made by the City shall have an odd number of members, unless membership is defined by any other section of the General Laws of the Commonwealth or the Code of the City of Gardner.

B. Acceptance of Donations

Any board or commission may, upon receiving prior approval by majority vote of the City Council may receive gifts of property, both real and personal, in the name of the City, subject to the rules and regulations of the General Laws of the Commonwealth, the Charter of the City of Gardner, and the Code of the City of Gardner.

Section 2: Airport Commission

A. Establishment

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 majority vote of the City Council and the Mayor, to institute a system of charges and fees for use of the Gardner Municipal Airport.

Section 3: 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 4: Board Of Assessors

A. Establishment

- i. There is hereby a Board of Assessors established, who shall work with the City Assessing Department in accordance with the provisions of Chapter 6 of the Code of the City of Gardner.
- ii. 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 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

- i. There shall be a Board of Health consisting of not less than three (3) members but no more than seven (7) members
- ii. At least one (1) member of the Board of Health shall be a physician and at least one (1) member shall be a registered nurse
- iii. No members of the Board of Health shall be members of the City Council.
- iv. Each year at its first meeting the Board shall organize and elect a Chairperson.

Section 5: Board Of Registrars Of Voters

A. Establishment

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. Establishment

- i. There shall be established in the City of Gardner a Capital Improvement Planning Committee.
- ii. 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 as ex officio full voting members.
- iii. The Committee shall choose its own officers.

B. Review of Projects

- i. The Committee shall study proposed capital projects and improvements involving major nonrecurring tangible assets and projects which:
 1. Are purchased or undertaken at intervals of not less than five years;
 2. Have a useful life of at least five years; and
 3. Cost over \$25,000.
- ii. All department heads, 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. 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 plan to the City Council for acceptance.

D. Expenditures

Such capital improvement program, after its acceptance, 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.

Section 7: Cemetery Commission

A. Establishment

- i. There shall be established a Cemetery Commission for the City of Gardner consisting of no more than five (5) members but not less than seven (7) members.

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 at least seven (7) members but not more than eleven (11) members.

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. Establishment

There shall be established, pursuant to MGL c. 40, § 8J, a Disability Commission for the City of Gardner consisting of not less than seven (7) members and not more than nine (9) member who are legal voters of said City. The majority of said Commission members shall consist of disabled persons, and at least one (1) of such members shall be a member of the immediate family of a disabled person, and one (1) member of said Commission shall be either an elected or appointed official of the City.

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.

Section 10: Golf Commission

A. Establishment

A Municipal Golf Course Commission is hereby established.

B. Membership; terms of office.

The Municipal Golf Course Commission shall consist of not less than five (5) members, but not more than (7) seven members, including a Chairperson and Secretary.

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 manners generally used in practice by the City 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. Establishment

There is hereby established, under the provisions of MGL c. 40, § 8D, a Historical Commission of the City of Gardner for the purposes and with the rights and duties provided by law, to be composed of not less than seven (7) members, but not more than eleven (11) members.

Section 12: Planning Board

A. Establishment

A Planning Board is hereby established, consisting of no less than five (5) members, no more than nine (9) members.

B. Powers and duties.

The Planning 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.

Section 13: Zoning Board Of Appeals.

A. Establishment and Authority

The Zoning Board of Appeals shall consist of five persons with a sufficient number of alternate members that the Mayor and City Council shall deem necessary for the proper function of the Zoning Board of Appeals. 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. Establishment**

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 as ex officio, full voting members.

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 local Regional Planning Commission.

Section 15: Youth Commission**A. Establishment**

There shall be established, pursuant to MGL c. 40, § 8E, a Youth Commission for the City of Gardner consisting of no less than three (3) members and no more than seven (7) members, who shall be appointed by the Mayor, subject to confirmation by the City Council, except for one (1) member who shall be appointed by the City Council President not subject to confirmation by the City Council.

B. 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.

C. 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.

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 8.

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 1st 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 1st 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 1st to March 31st: three (3) days
 2. April 1st to June 30th: two (2) days
 3. July 1st to September 30th: 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:

- A. Regularly employed for one (1) to four (4) years shall be entitled to Four (4) weeks or twenty (20) working days.
- B. Regularly employed for five (5) to nine (9) years shall be entitled to five (5) weeks or twenty-five (25) working days
- C. Regularly employed for ten (10) to fourteen (14) years shall be entitled to six (6) weeks or thirty (30) working days
- D. 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 1st through March 31st: Five (5) Days
 - April 1st through June 30th: Four (4) Days
 - July 1 through September 30th: Three (3) Days
 - October 1st through December 31st: 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.



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 MAYOR

**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 1st 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 1st 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 1st to March 31st: three (3) days
2. April 1st to June 30th: two (2) days
3. July 1st to September 30th: 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 1st through March 31st: Five (5) Days
 - April 1st through June 30th: Four (4) Days
 - July 1 through September 30th: Three (3) Days
 - October 1st through December 31st: 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.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

July 18, 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 560, thereof entitled "Solid Waste," to Change the Fee for Solid Waste Collections

Dear Madam President and Councilors,

On May 20, 2024, the City Council voted to amend the fee structure for solid waste (trash and recycling) collection rates for FY25 through FY28.

However, with the beginning for FY2025 approaching when the ordinance was drafted, the ordinance contained a scrivener's error for the starting date. A redlined version showing the errors and corrections is attached to this proposal.

I respectfully request that the City Council vote to pass the attached ordinance after passage and publication, in order to correct the scheduling error.

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, 2024:

- \$68.00 per quarter

(b) Effective July 1, 2025:

- \$72.00 per quarter

(c) Effective July 1, 2026:

-\$75.00 per quarter

(d) Effective July 1, 2027:

- \$79.00 per quarter

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

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

FOR EXPLANATION PURPOSES ONLY – RED LINED EDIT VERSION -

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: (Should have been 2024 for the rate to be effective at the start of Fiscal Year 2025, with the schedule following from there. Proposed amendment corrects this to adequately reflect the rate study that was done)

- \$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.

**AS ADOPTED BY CITY COUNCIL
MAY 6, 2024**



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

July 18, 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, Section 90 of Chapter 553, thereof entitled "Sewer Rates"

Dear Madam President and Councilors,

On July 1, 2024, the City Council voted to amend sewer rate collection fees for FY25 through FY29.

However, with the beginning for FY2025 approaching when the ordinance was drafted, the ordinance contained a scrivener's error for the starting date. A redlined version showing the errors and corrections is attached to this proposal.

I respectfully request that the City Council vote to pass the attached ordinance after passage and publication, in order to correct the scheduling error.

Respectfully Submitted,

Michael J. Nicholson

Mayor, City of Gardner

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 90 OF
CHAPTER 553, THEREOF ENTITLED, "SEWER RATES"**

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

SECTION 1:

Section 90(a) of Chapter 553 of the Code of the City of Gardner, thereof entitled "Uniform Rate" be deleted in its entirety and replaced with the following:

A. Uniform Rate

- 1) Uniform Rate (per 100 cubic feet of metered use): \$5.50
 - i. Effective July 1, 2024
- 2) Uniform Rate (per 100 cubic feet of metered use): \$6.10
 - i. Effective July 1, 2025
- 3) Uniform Rate (per 100 cubic feet of metered use): \$6.80
 - i. Effective July 1, 2026
- 4) Uniform Rate (per 100 cubic feet of metered use): \$7.50
 - i. Effective July 1, 2027
- 5) Uniform Rate (per 100 cubic feet of metered use): \$8.30
 - i. Effective July 1, 2028

SECTION 2: That this ordinance take effect upon passage and publication as required by law.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, SECTION 90 OF
CHAPTER 553, THEREOF ENTITLED, "SEWER RATES"**

FOR EXPLANATION PURPOSES ONLY- RED LINED EDIT VERSION!

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

SECTION 1:

Section 90(a) of Chapter 553 of the Code of the City of Gardner, thereof entitled "Uniform Rate" be deleted in its entirety and replaced with the following:

A. Uniform Rate

- 1) Uniform Rate (per 100 cubic feet of metered use): \$5.50
 - i. Effective FY2025 (Effective Date: July 1, 2024)
- 2) Uniform Rate (per 100 cubic feet of metered use): \$6.10
 - i. Effective July 1, 2026 (Skips FY25 which starts on July 1, 2025.
Proposed Corrections fix this issue to meet scheduled outlined in rate study)
- 3) Uniform Rate (per 100 cubic feet of metered use): \$6.80
 - i. Effective July 1, 2027
- 4) Uniform Rate (per 100 cubic feet of metered use): \$7.50
 - i. Effective July 1, 2028
- 5) Uniform Rate (per 100 cubic feet of metered use): \$8.30
 - i. Effective July 1, 2029

SECTION 2: That this ordinance take effect upon passage and publication as required by law.

**AS ADOPTED BY THE CITY COUNCIL ON
JULY 1, 2024**



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

July 25, 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, Chapter 171, thereof entitled "Personnel" to amend Schedule E- Non Union Compensation Schedule

Dear Madam President and Councilors,

When the City Council voted to pass the FY2025 Compensation Schedule Ordinance, there were a few typographical errors in the rates for certain positions.

These errors resulted in certain positions not receiving the Cost of Living Adjustments that were given to our employees.

This proposal reflects that.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

An amendment to §171-68 Compensation Schedule, 171b 5

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 | | | GRADE |
|--|-------|--|--|-----------------------------------|-------|
| | | Annual | Weekly | | |
| Building Commissioner | G-10 | \$87,558.74
\$350.00
\$87,908.74 | \$1,683.82 | | 02 |
| Chief of Police | G-13 | \$145,600.27 | <i>Bachelors</i>
\$139,818.06 | <i>Associates</i>
\$128,253.64 | 03 |
| City Assessor | G-9 | \$81,941.40 | \$1,575.80 | | 01 |
| City Auditor | G-10 | \$94,187.47 | | | 04 |
| | | MGL c. 32, §20(6)
Total Compensation | \$3,500.00
\$97,687.47 | | |
| City Clerk | G-10 | \$89,309.91 | \$1,878.61 | | 05 |
| | | MGL c. 41, §19F
MGL c. 41, §19G
Total Compensation | \$3,500.00
\$550.00
\$93,359.91 | | |
| City Collector/Treasurer | G-10 | \$94,187.47 | \$1,795.38 | | 08 |
| | | MGL c. 32, §20
Total Compensation | \$300.00
\$94,487.47 | | |
| City Engineer | G-11 | \$95,428.04 | \$1,835.15 | | G11 |
| City Solicitor | G-10 | \$90,337.92 | \$1,737.27 | | 07 |
| Council on Aging Director | G-6 | \$64,519.52 | \$1,240.76 | | 21 |
| Director of Community Development & Planning | G-10 | City
GRA
Total Compensation | \$76,336.06
\$27,550.80
\$103,886.86 | | |
| Director of Cable Operations | G-6 | \$72,581.23 | \$1,395.79 | | 44 |
| Director of Public Health | G-10 | Step 1
\$78,827.12 | \$1,515.91 | | 14 |

| | | | | | | |
|--------|--------------------|----------|-------------|--|------------|----|
| | Article XI §171-45 | Clothing | \$350.00 | | | |
| Step 2 | | Total | \$79,177.12 | | | |
| | | | \$83,374.84 | | \$1,603.36 | 14 |
| | Article XI §171-45 | Clothing | \$350.00 | | | |
| Step 3 | | Total | \$83,724.84 | | | |
| | | | \$87,922.56 | | \$1,690.82 | 14 |
| | Article XI §171-45 | Clothing | \$350.00 | | | |
| | | Total | \$88,272.56 | | | |

A. DEPARTMENT HEADS (Cont.)

| Position | Grade | 07/01/24 | | | | | | |
|---|-------|--------------------|--------------------|--------------|--------------|--------------|------------|------------|
| | | Annual | | | | Weekly | | |
| | | | Masters | Bachelors | Associates | Masters | Bachelors | Associates |
| Fire Chief | G-12 | | \$117,983.63 | \$115,983.63 | \$113,983.63 | \$2,268.92 | \$2,230.45 | \$2,191.99 |
| | | Article X §171-44 | Holiday | \$11,975.34 | \$11,772.34 | \$11,569.34 | | 11 |
| | | | Total | \$129,958.97 | \$127,755.97 | \$125,552.97 | | |
| Golf Course Driving Range/Superintendent | G-9 | | \$85,788.97 | | | \$1,649.79 | | 13 |
| | | Article XI §171-45 | Clothing | \$350.00 | | | | |
| | | | Total | \$86,138.97 | | | | |
| Human Resources Director | G-11 | | \$99,245.52 | | | \$1,908.57 | | 24 |
| Information Technology Director | G-11 | | \$107,457.64 | | | \$2,066.49 | | 25 |
| Library Director | G-9 | | \$84,488.49 | | | \$1,624.78 | | 15 |
| Public Works Director | G-12 | | \$112,141.58 | | | \$2,156.57 | | 18 |
| | | Article XI §171-45 | Clothing | \$350.00 | | | | |
| | | | Total | \$112,491.58 | | | | |
| Purchasing Agent/Civil Enforcement Director | G-10 | | \$82,508.29 | | | | | 17 |
| | | MGL c. 148A, §5 | Total Compensation | \$2,500.00 | | | | |
| | | | | \$85,008.29 | | \$1,634.77 | | |
| Veterans' Director | G-6 | | \$64,991.14 | | | \$1,249.83 | | 22 |

B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS

| Position | Grade | 07/01/24 | | | | |
|---|-------|--------------------|-------------|------------|------------|----|
| | | Annual | | | Hourly | |
| Airport Manager | | \$26,790.30 | | \$515.20 | AM24 | |
| Assistant City Clerk | G-3 | \$47,913.33 | | \$921.41 | \$24.90 | 65 |
| | | Step 2 (5 Yrs) | \$48,871.59 | \$939.84 | \$25.40 | 65 |
| | | Step 3 (10 Yrs) | \$49,849.04 | \$958.64 | \$25.91 | 65 |
| Assistant City Auditor | G-4 | \$54,523.62 | | \$1,048.53 | \$28.34 | 1C |
| Assistant City Engineer | G-8 | \$75,180.45 | | \$1,445.78 | | 33 |
| Assistant City Solicitor | G-3 | \$49,934.02 | | \$960.27 | | 03 |
| Assistant City Treasurer/Collector | G-5 | \$59,795.13 | | \$1,149.91 | | 1B |
| Assistant Director of Community Development** | G-7 | City | \$3,745.19 | | | |
| | | CDBG | \$71,158.42 | | | |
| | | Total Compensation | \$74,903.61 | | \$1,440.45 | 53 |

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

| Position | Grade | 07/01/24 | | | |
|--|-------|--------------|--------------|--------------|--------|
| | | Annual | | | Hourly |
| Assistant Director of Public Health | G-5 | \$59,795.11 | | \$1,149.91 | 04 |
| | | \$350.00 | | | |
| | | \$60,145.11 | | | |
| Assistant Library Director | G-6 | \$65,453.39 | | \$1,258.72 | 05 |
| Assistant Veteran's Service Agent | | \$57,783.00 | | \$1,111.21 | 22A |
| Senior Civil Engineer | G-9 | \$81,941.40 | | \$1,575.80 | G9 |
| | | \$350.00 | | | |
| | | \$82,291.40 | | | |
| Conservation/Planning Agent | G-6 | \$66,115.63 | | \$1,271.45 | 20 |
| | | Masters | Bachelors | Associates | |
| Deputy Chief of Police | G-11 | \$126,294.75 | \$121,284.76 | \$111,264.78 | 10 |
| Director of Public Safety Regional Dispatch Center | G-9 | \$83,226.22 | \$1,600.50 | | 34 |
| | | \$350.00 | | | |
| | | \$83,576.22 | | | |
| Economic Development Coordinator** | G-7 | \$65,453.39 | | \$1,258.72 | 51 |

| | | | | |
|--|------|---------|---------|-----|
| Staff Librarian | | \$24.49 | | 07 |
| Senior Library Technician | | \$22.31 | | 08 |
| Library Technician | | \$21.04 | | 09 |
| Library Clerical Staff | | \$15.76 | \$16.28 | 12 |
| | | | | |
| Certified Pool Operator/
Head Lifeguard | S-4 | \$24.76 | | 15 |
| Certified Pool Operator/Lifeguard | | \$20.80 | | L15 |
| Election Warden | | \$17.00 | | 03 |
| Election Inspector | | \$15.00 | | 01 |
| Election Clerk | | \$16.00 | | 02 |
| Golf Course Laborer/Pro Shop
Assistant | GC-4 | \$15.50 | | 25 |
| Golf Course Groundsman | GC-5 | \$16.50 | | 24 |
| Golf Course Ranger | GC-6 | \$15.50 | | 26 |
| Head Life Guard | | \$17.86 | \$18.91 | 19 |
| Lifeguard | S-6 | \$16.50 | | 18 |

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 | | | A5 |
| Recreation Season Coach | | \$750.00 Annual (per sport & season) | | | 49 |
| Recreational Playground Supervisor
(T-5) | | \$17.50 | \$18.25 | | 5 |
| Recreational Support Staff | | \$15.50 | | | 27 |
| Special Detail Police Officer | | \$54.00 | | | 01 |
| Temporary Seasonal Laborer | T-4 | \$15.75 | \$16.25 | \$16.75 | T4 |
| Temporary Seasonal Technical | T-6 | \$17.00 | | | 66/66A |

**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
MASSACHUSETTS 01440**

OFFICE OF THE
CITY CLERK

Room 121, City Hall
Tel (978) 630-4058
Fax (978) 630-2589

ABUTTERS NOTICE AND OTHER INTERESTED PARTIES

Pursuant to the provisions of Chapter 567 of *The Code of the City of Gardner*, notice is hereby given that the Public Safety Committee will conduct a Public Hearing on Friday, September 13, 2024 at 8:15 a.m. in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, Massachusetts, regarding:

#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.

Persons interested in this matter are encouraged to attend and to offer testimony.

CITY COUNCIL OF GARDNER

Titi Siriphan, City Clerk

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 |



June 28, 2024

To the City Council of Gardner, Massachusetts

To whom it may Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit, please contact:

Jarad Aker – jarad.aker@nationalgrid.com

Please notify National Grid's Jennifer Iannalfo of the **hearing date / time** to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy, including hearing date.

National Grid: Jennifer Iannalfo; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Zylmar Garcia

Zylmar Garcia
Supervisor, Distribution Design

Enclosures

Questions contact – Jarad Aker – jarad.aker@nationalgrid.com

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council
Of Gardner, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Elm Street - National Grid to relocate 1 SO pole on Elm Street beginning at a point approximately 360 feet Southeast of the centerline of the intersection of Elm Street & Cross Street. National Grid proposes to relocate pole 7 approximately 15 feet with Anchor & guy in Gardner, Ma.

Location approximately as shown on plan attached.

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

No.# 30394729

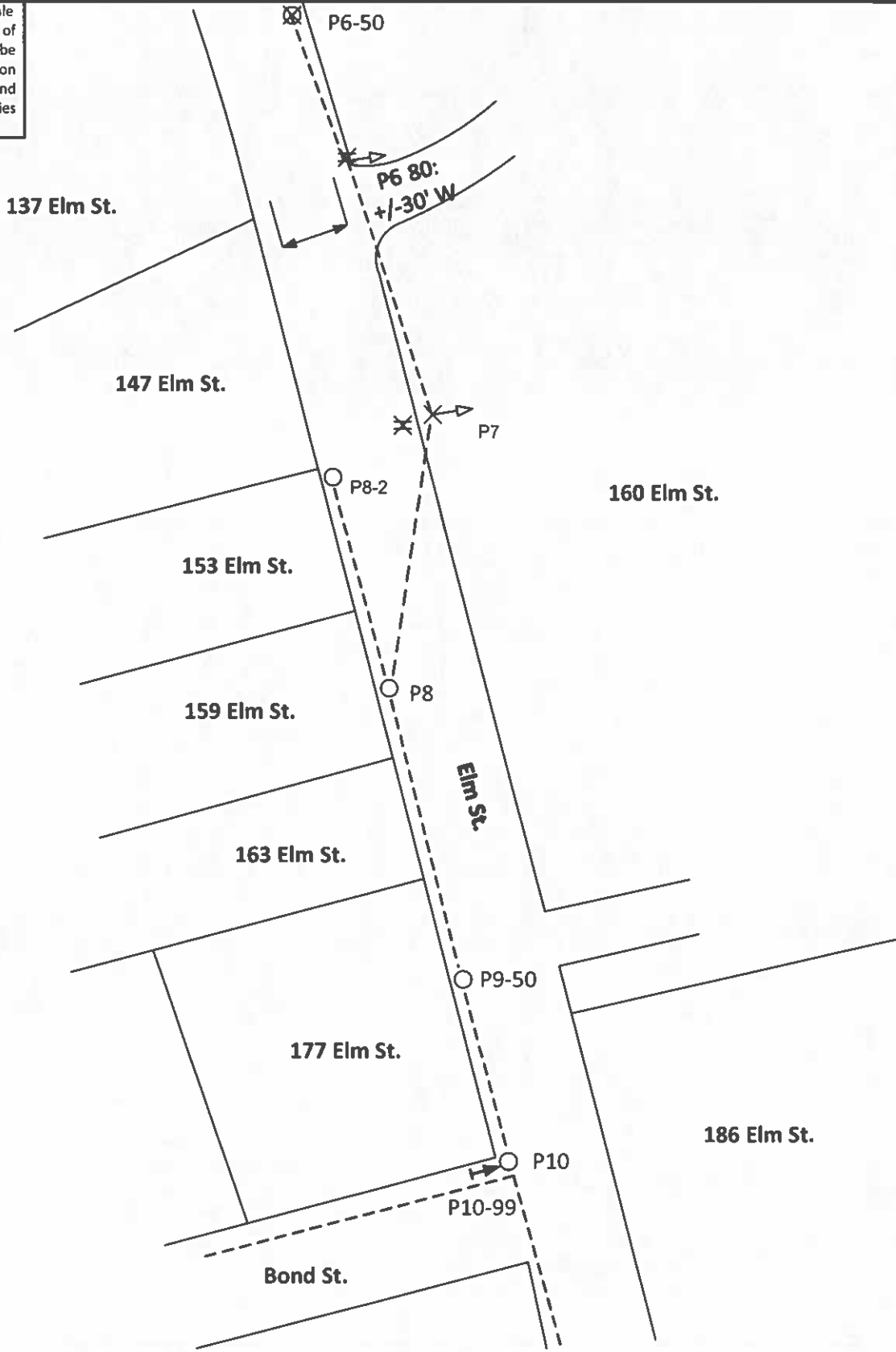
Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Fylmar Garcia*
BY _____
Engineering Department



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.



Legend

| | | |
|-------------------|--------------------|--------------------------|
| JO Pole ○ | Inst SO Pole X | Rem SO Pole X |
| Inst Push Brace T | OH Conductor - - - | Rem OH Conductor - · - · |
| Inst Anchor/Guy < | Repl SO Pole ⊗ | |

DOT - 610672

160 Elm St. Gardner, Ma.

Date: 3/27/23
 Designer: AKERJA
 WR: 30394729

Relocating P7 ~15' w/ anchor/guy



June 28, 2024

Questions contact – Jarad Aker – jarad.aker@nationalgrid.com

ORDER FOR POLE AND WIRE LOCATIONS

In the City of Gardner, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 27th day of March, 2023.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Elm Street - Gardner, Massachusetts.

No.# 30394729

Filed with this order:

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

Elm Street - National Grid to relocate 1 SO pole on Elm Street beginning at a point approximately 360 feet Southeast of the centerline of the intersection of Elm Street & Cross Street. National Grid proposes to relocate pole 7 approximately 15 feet with Anchor & guy in Gardner, Ma.

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

Massachusetts City/Town Clerk.
20 _____

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

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of

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

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk



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

RECEIVED

2024 AUG 28 PM 4:46

CITY CLERK'S OFFICE
GARDNER, MA

August 28, 2024

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

RE: A Measure to Grant National Grid an Easement to install a transformer at 95 Pleasant Street

Dear Madam President and Councilors,

Attached, please find a request for an easement for National Grid to install a new electrical transformer near Perry Auditorium as part of the Knowlton Street Electric Vehicle Charger project that I notified the City Council on as Item #11355 at the August 5, 2024 meeting.

By installing this transformer, not only does this give the area the electrical capacity it needs to install the ten (10) fast chargers for electric vehicles in the parking lot, but also significantly reduces the cost of upgrading the City Hall electrical service.

I respectfully ask that the City Council vote to grant the requested easement so that this project can move forward.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

**EASEMENT AUTHORIZATION
CITY OF GARDNER AND NATIONAL GRID**

VOTED: To approve and authorize the Mayor to sign an Easement Deed with National Grid, to allow for the installation of a new electrical transformer near Perry Auditorium as part of the Knowlton Street electric Vehicle Charger project.

GRANT OF EASEMENT

CITY OF GARDNER, a municipal corporation having a usual place of business at 95 Pleasant Street, Gardner, Massachusetts 01440 (hereinafter referred to as the "Grantor"), for consideration of One (\$1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the "Grantee") with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, one (1) pole, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires, all located over, across, under and upon a portion of the Grantor's property in Gardner, Worcester County, Massachusetts, for the purpose of serving the Grantor's property and others.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a portion of the Grantor's (the "Registry") property situated on the westerly side of Pleasant Street and the easterly side of Connors Street, being more particularly described on a deed dated January 22, 1921, and recorded with the Worcester South District Registry of Deeds in Book 2236, Page 20.

Said "OVERHEAD SYSTEM" is to originate from Pole P8, which is located on the westerly side of Connors Street, then proceed in an easterly direction from said Pole crossing Connors Street over, upon and across a portion of the Grantor's property to Pole P8-1, to be established by and upon the final installation thereof by the Grantee.

WR#30825979

Address of Grantees:
Mass El. – 170 Data Drive, Waltham, Massachusetts 02451

After recording return to:
Jeffrey Lord
National Grid USA
Service Company, Inc.
939 Southbridge Street
Worcester, MA 01610

05 GARDMA GEN

Property Address: 95 Pleasant Street, Gardner, MA 01440 (Worcester South County)

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "EXHIBIT 'A' NOT TO SCALE THE EXACT LOCATION OF SAID FACILITIES TO BE ESTABLISHED BY AND UPON THE INSTALLATION AND ERECTION OF THE FACILITIES THEREOF.; Easement Sketch; 95 Pleasant St, Gardner, MA; Date: 8/6/24; Designer: Will Fontaine: W/R: 30825979; Installing new P8-1 and 1500 kVA Xfmr; nationalgrid", a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

The easements herein granted are non-exclusive, however, it is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title see deed dated January 22, 1921, recorded with the Registry in Book 2236, Page 20.

IN WITNESS WHEREOF, City of Gardner has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Michael J. Nicholson, its Mayor, being thereto duly authorized this _____ day of _____, 2024.

CITY OF GARDNER

By: Michael J. Nicholson
Its: Mayor

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Michael J. Nicholson, proved to me through satisfactory evidence of identity, which was _____, to be the person whose name is signed on the preceding Grant of Easement and acknowledged to me that they signed it voluntarily for its stated purpose, as Mayor of the City of Gardner.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

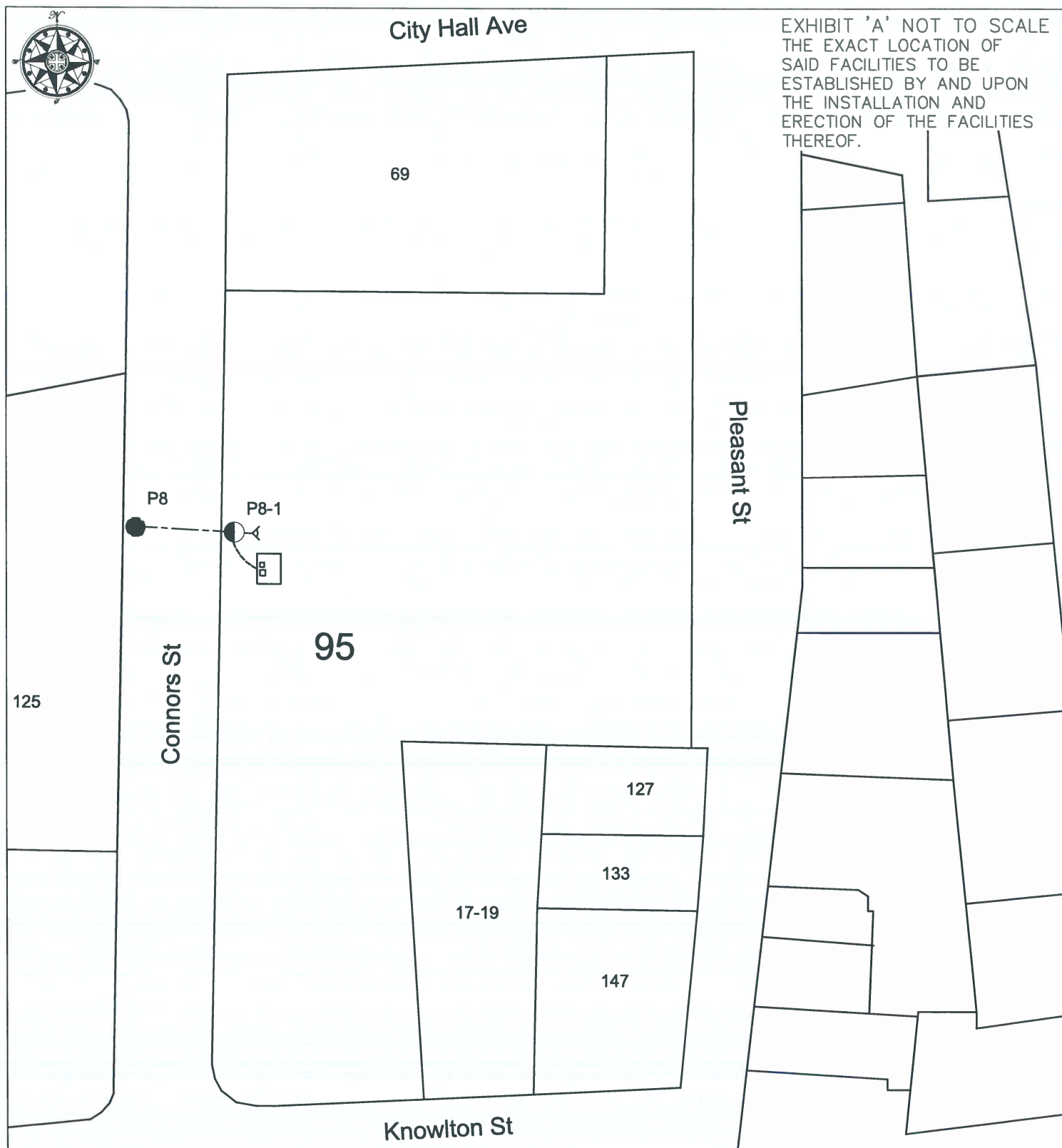


EXHIBIT 'A' NOT TO SCALE
 THE EXACT LOCATION OF
 SAID FACILITIES TO BE
 ESTABLISHED BY AND UPON
 THE INSTALLATION AND
 ERECTION OF THE FACILITIES
 THEREOF.

LEGEND

- Proposed JO Pole
- OH Wire
- Existing JO Pole
- ⤵ Anchored Guy Wire
- UG Wire
- Proposed Xfrmr Pad

Easement Sketch

95 Pleasant St
 Installing new P8-1 and 1500 kVA Xfrmr

Gardner, MA

Date: 8/6/24
 Designer: Will Fontaine
 W/R: 30825979

