



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

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**CALENDAR FOR THE MEETING  
of  
MONDAY, DECEMBER 2, 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)**

**VII. PUBLIC HEARINGS**

**VIII. COMMUNICATIONS FROM THE MAYOR**

**COMMUNICATIONS**

**11434** –A Communication from the Mayor Regarding the Updated Certification of FY2024 Free Cash. *Page 5*

**11435** – A Communication from the Mayor Regarding the Biennial State of the City Address. *Page 9*

**11436** – A Communication from the Mayor Regarding the Waterford Kitchen RFP Review Committee. *Page 10*

**11437** – A Measure Waiving Parking Meter Fees from December 1, 2024 through December 31, 2024. *Page 11*

- 11438** – A Measure Authorizing the Mayor to Enter into a Lease Agreement with Growing Places for space in the Waterford Community Center. *Page 14*
- 11439** – A Measure Authorizing the Mayor to Enter into a Grant Lease Agreement between the City and the Gardner Community Action Committee for Portions of the Building Located at 62 Waterford Street. *Page 36*
- 11440** – A Measure Establishing a Revolving Account for City Owned Property Lease Payments Under M.G.L. Chapter 440, §3, as Amended. *Page 58*
- 11441** – A Measure Declaring Portions of the Building Located at 62 Waterford Street Surplus for the Purpose of Leasing. *Page 60*

### **ORDERS**

- 11442** – An Order Appropriating \$356,049.00 from Free Cash to Principal Inside Debt Account. *Page 65*
- 11443** – An Order Appropriating \$100,00000 from Free Cash to DPW New Equipment Expense Account. *Page 69*

### **APPOINTMENTS**

- 11447** – A Measure Confirming the Mayor’s Appointment of Robert Mojica, to the position of Police Officer, permanent. *Page 72*
- 11448** – A Measure Confirming the Mayor’s Appointment of Vincent Pusateri, to the position of City Solicitor, for term expiring January 7, 2026. *(Confirmation not required) Page 73*
- 11449** – A Measure Confirming the Mayor’s Appointment of Rachel Roberts, to the position of Executive Secretary, for term expiring January 1, 2026. *(Confirmation not required) Page 74*

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

- 11444** – Applications for Motor Vehicle Dealers Licenses, Class I. *(Safety Committee) Page 75*
- (a) Salvadore Chevrolet, 442 West Broadway
  - (b) Salvadore Chrysler-Dodge-Jeep-Ram, 442 West Broadway
- 11445** – Applications for Motor Vehicle Dealers Licenses, Class II *(Safety Committee) Page 79*
- (a) AC Auto Clinic, 411 Parker Street
  - (b) Brian’s Auto Sales, 549 W Broadway
  - (c) Blake Motors, 412 Main Street

- (d) Gardner Auto Mart, Inc., 182 West Street
- (e) Gardner Motors, LLC, 119 Pearson Blvd
- (f) JPJ Automotive, LLC, 78 East Broadway
- (g) Mike's Auto, 251 E Broadway
- (h) Osagi Enterprise, LLC., 43 Tobey Street
- (i) Ric's Radiator Repair Used Car Sales, 800 W Broadway
- (j) Riverside Auto, 65 Riverside Road
- (k) Salvadore Chevrolet, 421 W Broadway
- (l) Salvadore Chevrolet, 249 Timpany Blvd.
- (m) J. Wood Inc., 361 West Street

**11446** – Applications for Motor Vehicle Dealers Licenses, Class III (*Safety Committee*)

*Page 105*

- (a) Osagi Enterprise, LLC., Used Auto Parts Sales, 43 Tobey Street.
- (b) Riverside Auto, 65 Riverside Road

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

### **SAFETY COMMITTEE**

**11422** – An Ordinance to Amend the Chapter 600 of the Code of the City of Gardner, thereof entitled, “Vehicles and Traffic.” (*In the City Council and Referred to Safety Committee 11/4/2024; Ordered to First Printing 11/18/2024; First Printing 11/22/2024*) *Page 109*

### **SERVICE COMMITTEE**

**11417** – A Petition by National Grid. City Hall Ave – To install underground facilities. Install 1 Pad-mounted transformer and ~20’ of conduit in the parking lot off Main Street and Pleasant Street, Gardner, MA. (*In the City Council and Referred to Public Service Committee 10/21/2024; More Time 11/4/2024, 11/18/2024*) *Page 112*

### **COMMITTEE OF THE WHOLE**

**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, 10/7/2024, 10/21/2024, 11/4/2024, 11/18/2024*) *Page 1119*

**11423** – A Proposal Relative to the Rules of the City Council (*Submitted by Council President Kazinskas*) (*In the City Council and Referred to Committee of the Whole 11/4/2024; More Time 11/18/2024*) *Page 178*

**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.



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

RECEIVED  
2024 NOV 25 AM 9:27  
CITY CLERK'S OFFICE  
GARDNER, MA

November 20, 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 Updated Certification of FY2024 Free Cash

Dear Madam President and Councilors,

At the October 21, 2024, City Council Meeting, during discussion for *Item #11409: A Communication from the Mayor Regarding the Certification of FY2024 Free Cash*, I mentioned that the City Auditor and the City Administration were appealing a reduction in free cash that was made by the Massachusetts Department of Revenue.

As was stated in that meeting, the Department of Revenue reduces certified free cash by any liabilities they believe are existing on the City's balance sheet due to timing of expense, differences between grant expenditures and reimbursements, and several other factors.

The City was notified on November 19, 2024, that following this appeal, the City's certified free cash amount was increased by \$514,000.00. This brings our total amount of certified free cash for FY2024 to \$3,150,168.00.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**Mayor**

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**From:** dlssupport@dor.state.ma.us  
**Sent:** Tuesday, November 19, 2024 3:24 PM  
**To:** leblanc37@comcast.net; Lauren Stinnett; Chris Kumar; duncan.burns75@gmail.com; rivard-diane@montytech.net; Jennifer Dymek; Mayor; John Richard; dlsgateway@dor.state.ma.us  
**Cc:** guzmanda@dor.state.ma.us  
**Subject:** [EXTERNAL] FREE CASH CERTIFICATION UPDATE - Gardner  
**Attachments:** FreeCashCertificationUpdate.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.

**Massachusetts Department of Revenue Division of Local Services**

Geoffrey E. Snyder, Commissioner

Sean R. Cronin, Senior Deputy Commissioner of Local Services

11/19/2024

**Re: FREE CASH CERTIFICATION UPDATE - Gardner**

Based upon information submitted to the Bureau of Accounts, I hereby certify an update to "free cash" for Gardner in the amount of \$514,000.00. This amount may be appropriated in addition to the amount certified as of Tuesday, October 8, 2024.

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended. Please be advised that the Bureau will be unable to approve a request to certify an update to free cash next year if negative free cash is certified as of next July 1st.

Update certification letters will be emailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an email address is reported in DLS' Local Officials Directory. Please forward to other officials as you deem appropriate.

Sincerely,



Deborah A. Wagner  
Director of Accounts  
Massachusetts Department of Revenue

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This email and any attachments may contain information that has been classified as Confidential or Restricted if indicated as such. It is intended exclusively for the use of the individual(s) to whom it is addressed. If inappropriately disclosed, this information could seriously damage the mission, safety or integrity of an agency, its staff, or its constituents. This information may be protected by federal and state



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 19, 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 Biennial State of the City Address

Dear Madam President and Councilors,

During Gardner's 101 years as a City, during January of an odd numbered year, the Mayor has delivered a report on the State of the City to the City Council.

I am writing to state that, in following this tradition, the Administration will be ready to deliver this address in 2025 when the City Council and School Committee are able to coordinate the schedule for the report.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 19, 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 Waterford Kitchen RFP Review Committee

Dear Madam President and Councilors,

The Request for Proposals (RFP) period for the Kitchen Space at the Waterford Community Center concluded at noon on Friday, November 15th, 2024.

As I have done in the past, I have appointed a committee of three (3) individuals to conduct the initial review of the materials that were received from this process to make the recommendation for award to my office for final approval.

For this purpose, I have appointed the following:

- City Councilor George Tyros
  - Councilor Tyros has been appointed by the Council President as the City Council's liaison for this project. Where it has always been the practice of my office to include at least one City Councilor in these review panels, this made the most sense.
- Ms. Carla Wojtukiewicz
  - Mrs. Wojtukiewicz is a former Gardner Public School teacher who spent the majority of her career teaching elementary school students at the Waterford Street School facility. Since her retirement, she has been an active member of the community, serving as a Trustee of the Williams-Rockwell Educational Gift Fund, and a member of the Gardner Women's Circle of Giving. As such, not only does she have a unique familiarity with the building itself, but also a strong understanding of the needs facing the community that tenants in a non-profit community center would be able to provide.
- Mr. Walter Dubzinski
  - Mr. Dubzinski, or "Coach" as many people in the City refer to him, was a long time educator in the City, having previously served as the principal of Gardner High School and the long time Wildcat Football Coach. He and his family have also been heavily involved in philanthropic endeavors in the City. He knows Gardner and gets what the community needs and understands our vision for moving Gardner forward.

Once these three individuals have conducted their review of the materials received and submitted them to my office, I will make the final award for the lease agreement. My plan is to have a lease agreement for the winning proposal before the City Council for consideration in December.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 19, 2024

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

RECEIVED  
2024 NOV 26 AM 11:37  
CITY CLERK'S OFFICE  
GARDNER, MA

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Michael J. Nicholson  
Mayor, City of Gardner



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 19, 2024

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

RECEIVED  
2024 NOV 26 AM 10:07  
CITY CLERK'S OFFICE  
GARDNER, MA

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Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2024

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

RE: A Measure Waiving Parking Meter Fees from December 1, 2024 through December 31, 2024

Dear Madam President and Councilors,

At the June 17, 2024, Meeting of the Gardner City Council, an appropriation to purchase and install new parking meters was approved. These meters are currently being installed.

With the installation still being done, the pending ordinance change in cost of the meters, and out of tradition for us in Gardner, I am hereby requesting that the City Council vote to waive the parking meter fees for the month of December.

As has been done in the past, I have signed an Executive Order temporarily waiving the parking meter fees for December 1<sup>st</sup> and December 2<sup>nd</sup>, since the City Council will not be meeting until December 2<sup>nd</sup>.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

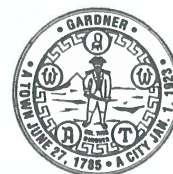
RECEIVED  
2024 NOV 26 AM 9:27  
CITY OF GARDNER'S OFFICE  
GARDNER, MA

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

VOTED: To approve a request, to allow free parking at metered locations within the downtown areas from December 1 through December 31, 2024 in order to promote the availability and convenience of the many fine downtown shops for the holiday season.

# City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor



## EXECUTIVE ORDER

An Order Suspending the Operation of Parking Meters in the City of Gardner from December 1, 2024 through midnight on December 2, 2024

**WHEREAS**, the Mayor has declared the holiday shopping season as Small Business Month;

**WHEREAS**, the City Council will consider the suspension of the use and operation of parking meters in the City of Gardner at its December 2, 2024 regularly scheduled meeting; and

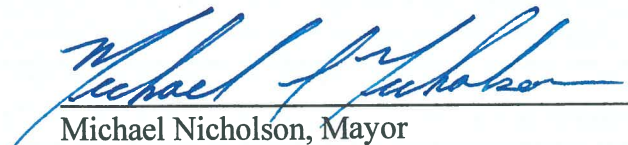
**WHEREAS**, the City desires to encourage the support of the City's local small businesses located in the City's downtown area;

**NOW, THEREFORE**, pursuant to the authority vested in me as Chief Executive Officer of the City of Gardner as set forth in the Charter for the City of Gardner and every other power hereto enabling, I hereby order and direct as follows:

1. The use of and operation of all parking meters in the City of Gardner is hereby suspended from Sunday, December 1, 2024 through Monday, December 2, 2024

Enacted this 20 day of November, 2024



  
Michael Nicholson, Mayor



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED  
2024 NOV 25 AM 9:27  
CITY OF GARDNER'S OFFICE  
GARDNER, MA

November 20, 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 Lease Agreement with Growing Places for space in the Waterford Community Center

Dear Madam President and Councilors,

At the August 5<sup>th</sup>, 2024 meeting of the City Council, it was voted to declare the property located at 62 Waterford Street as surplus for the purpose of leasing the property to various non-profits to create a new community center for the City.

Per the requirements of the General Laws of the Commonwealth, the Request for Proposals for leasing the kitchen space was issued in the Central Register for the Commonwealth on October 16<sup>th</sup>, and was advertised in ComBuys and the City's website on the same day with two publications in the Gardner News on October 18<sup>th</sup> and October 24<sup>th</sup>. The submission period for these proposals was November 15<sup>th</sup>.

The City received one proposal for the area from Growing Places.

This proposal was initially reviewed by a committee consisting of Councilor George Tyros, Mrs. Carla Wojtukiewicz, and Mr. Walter Dubzinski, who all recommended favorable on granting Growing Places a Lease for the space per their proposal.

As such, in agreement with the recommendations of the committee, and because I believe this to be in the best interest of the City, I am hereby requesting the City Council vote to authorize the Mayor to enter into this lease on behalf of the City.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF GARDNER AND  
GROWING PLACES FOR A PORTION OF THE BUILDING LOCATED AT 62  
WATERFORD STREET**

***VOTED:*** To authorize the Mayor to enter into a lease agreement with Growing Places, in accordance with prevailing General Laws, a portion of the building located at 62 Waterford Street, consisting of the first floor of Zone D, as designated by Exhibit A attached to this document, with an approximate area of 1,225 square feet, further identified on a plan prepared by Austin Design Cooperative, 167 Main Street, Suite 302, Brattleboro, VT 05301, entitled, “City of Gardner Waterford School Conceptual Re-Use Layout Plans, 63 Waterford St., Gardner, MA 01440, 29 March 2024 Rev. 10-9-2024, Rev. 10-10-2024 (GARDNER ENG)”, at the rental rate of \$16 per square foot. The lease agreement shall expire on December 31, 2039.

# Exhibit A



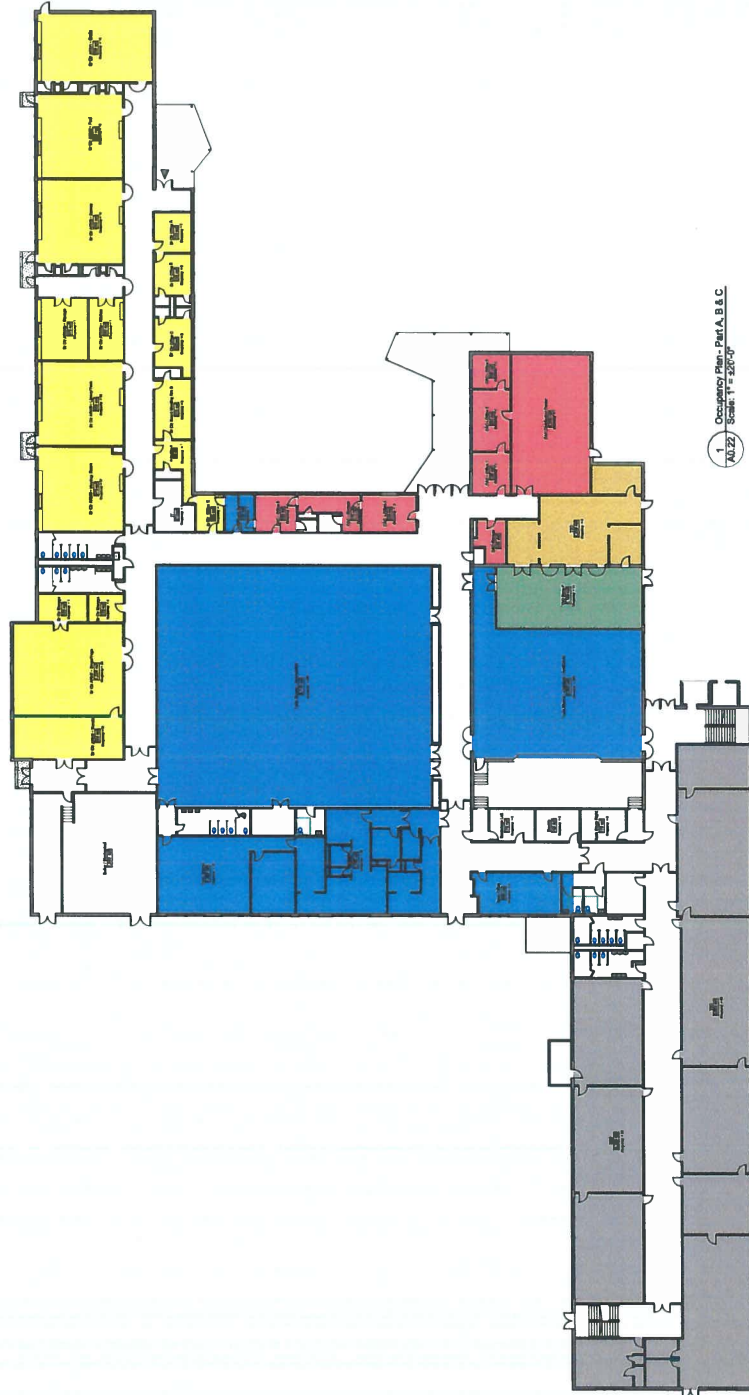


City of Gardner  
Waterford School  
Conceptual Re-Use  
Layout Plans  
63 Waterford St.  
Gardner, MA 01440  
29 March 2024

REV. 10-6-2024  
REV. 10-10-2024  
(GARDNER ENG.)

Occupancy Key:

- Zone A
- Zone B
- Zone C
- Zone D
- Zone E
- Zone F



1 Occupancy Plan - Part A, B & C  
A0.22  
Scale: 1" = 20'-0"

A0.22

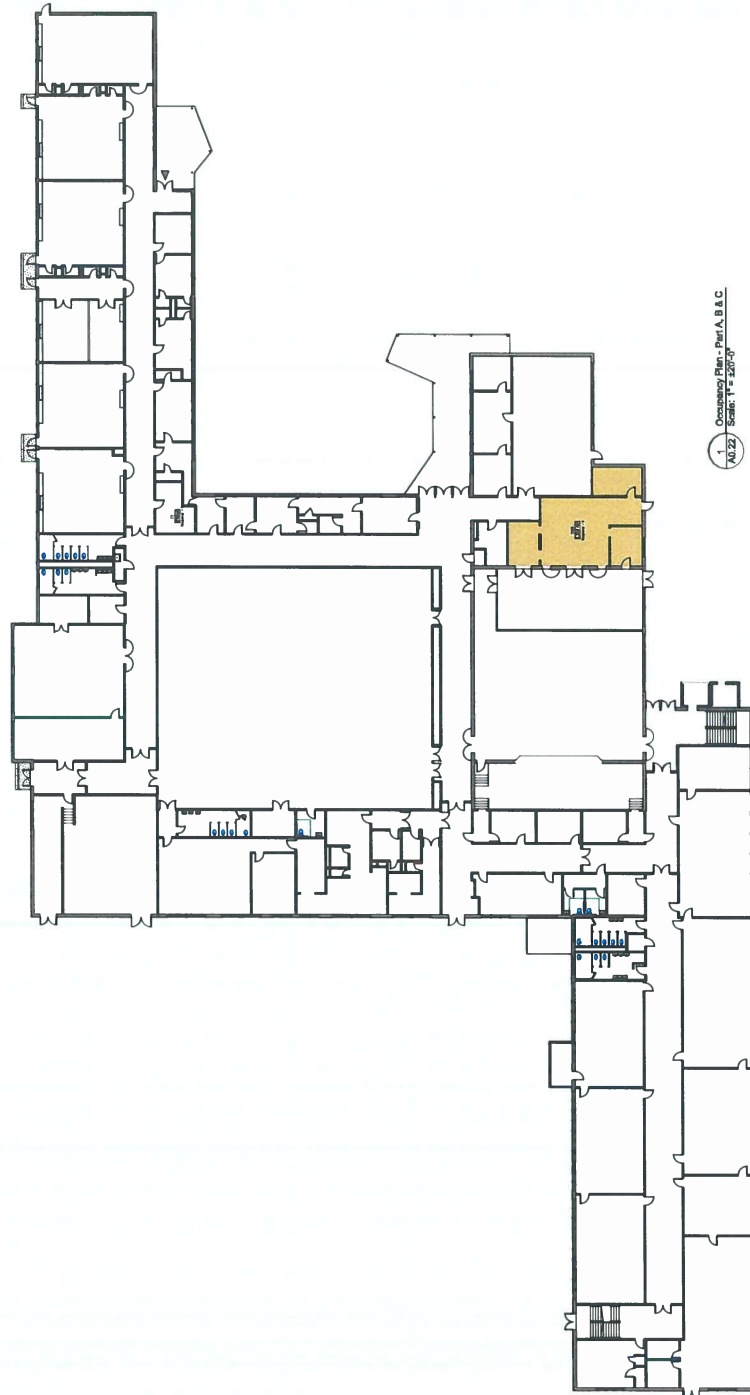
2024 City of Gardner - City of Gardner Engineering, Inc.



City of Gardner  
Waterford School  
Conceptual Re-Use  
Layout Plans

63 Waterford St.  
Gardner, MA 01440  
29 March 2024

REV. 10-6-2024  
REV. 10-10-2024  
(GARDNER ENG.)



1. Occupancy Plan - Part A, B & C  
A0.22 Scale: 1" = 20'-0"

A0.22

City of Gardner Engineering

# Exhibit B

**THE CITY OF GARDNER**  
**NON-GOVERNMENT 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 \_\_\_\_\_, a Massachusetts not for profit corporation, having a mailing address at \_\_\_\_\_ (hereinafter called the “Lessee”, which expression shall include its successors and assigns where the context so admits).

**LEASED PREMISES**

In consideration of the rent, taxes (to the extent applicable), and 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 62 Waterford Street, commonly known as the Waterford Street Community Center (the “Premises”), consisting of 1,225 square feet, being Unit B as shown on Exhibit “A” attached hereto and incorporated herein by reference (the “Unit Plans”) to be used as set forth in this Lease (hereinafter called the “Leased Premises”).

**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 declared use as set forth in the original bid documents and the acceptance thereof, which bid documents shall be incorporated herein by reference. Any change in Lessee’s use shall be subject to the approval of the City of Gardner by and through its Mayor and Purchasing Agent.

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 fifteen (15) years consisting of three (3) five-year terms as described below commencing on January 1, 2025 and ending on December 31, 2039 (the "Term") upon the terms and conditions contained in this lease. The City may sell or otherwise convey some or all of the Premises with City Council approval and in compliance with all legal requirements, but any sale or conveyance shall not 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 Sixteen Dollars (\$16.00) per square foot annually and shall be paid to the Lessor in monthly installments on the first day of each month of the Term by ACH. Rent shall increase for each successive five (5) year term at a rate of 12.5% which rent shall then be fixed for such five (5) year term. The rent for each term shall be as follows.

#### **Unit B**

| <b>Term</b>        | <b>Rate</b> | <b>Sg. Footage</b> | <b>Annual Rent</b> | <b>Monthly Rent</b> |
|--------------------|-------------|--------------------|--------------------|---------------------|
| 1/1/25 to 12/31/29 | \$16.00     | 1,225              | \$19,600.00        | \$1,633.33          |
| 1/1/30 to 12/31/34 | \$18.00     | 1,225              | \$22,050.00        | \$1,837.50          |
| 1/1/35 to 12/31/39 | \$20.25     | 1,225              | \$24,806.25        | \$2,067.19          |

In the event that the initial term commences on a day other than January 1 of a calendar year, the Monthly Installment shall be prorated for the portion of the month in which the Lessee has possession of the Leased Premises. Notwithstanding any other provision of this Lease, Lessee shall take possession of the Leased Premises no later than thirty (30) days from the bid award. Rent shall commence upon Lessee taking possession of the Leased Premises.

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.

### **DEPOSIT**

Upon execution of this Lease, Lessee shall pay to Lessor a sum equal to two times the Monthly Rent which constitutes a deposit equal to first and last month's rent of the Term. Said funds shall be deposited with Lessor for the benefit of Lessor and credited to Lessee's account in accordance herewith.

### **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

Whereas the Lease Premises includes commercial kitchen space, Lessee covenants and agrees that it will save the Lessor harmless from all loss and damage occasioned by the use or escape of water upon said premises or the bursting of the pipes in the kitchen, or by any nuisance made or suffered by Lessee on the Premises.

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 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.

Areas identified on Exhibit A identified as Common Areas (restricted) shall be available to all tenants of the Premises by advanced reservation on a first come first served basis. Restricted Common Areas can be reserved by contacting the City of Gardner Mayor's Office.

### **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 in the Bid Documents. 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 be the bid award date without amendment or deletion to the Lease and its Exhibits.



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:**

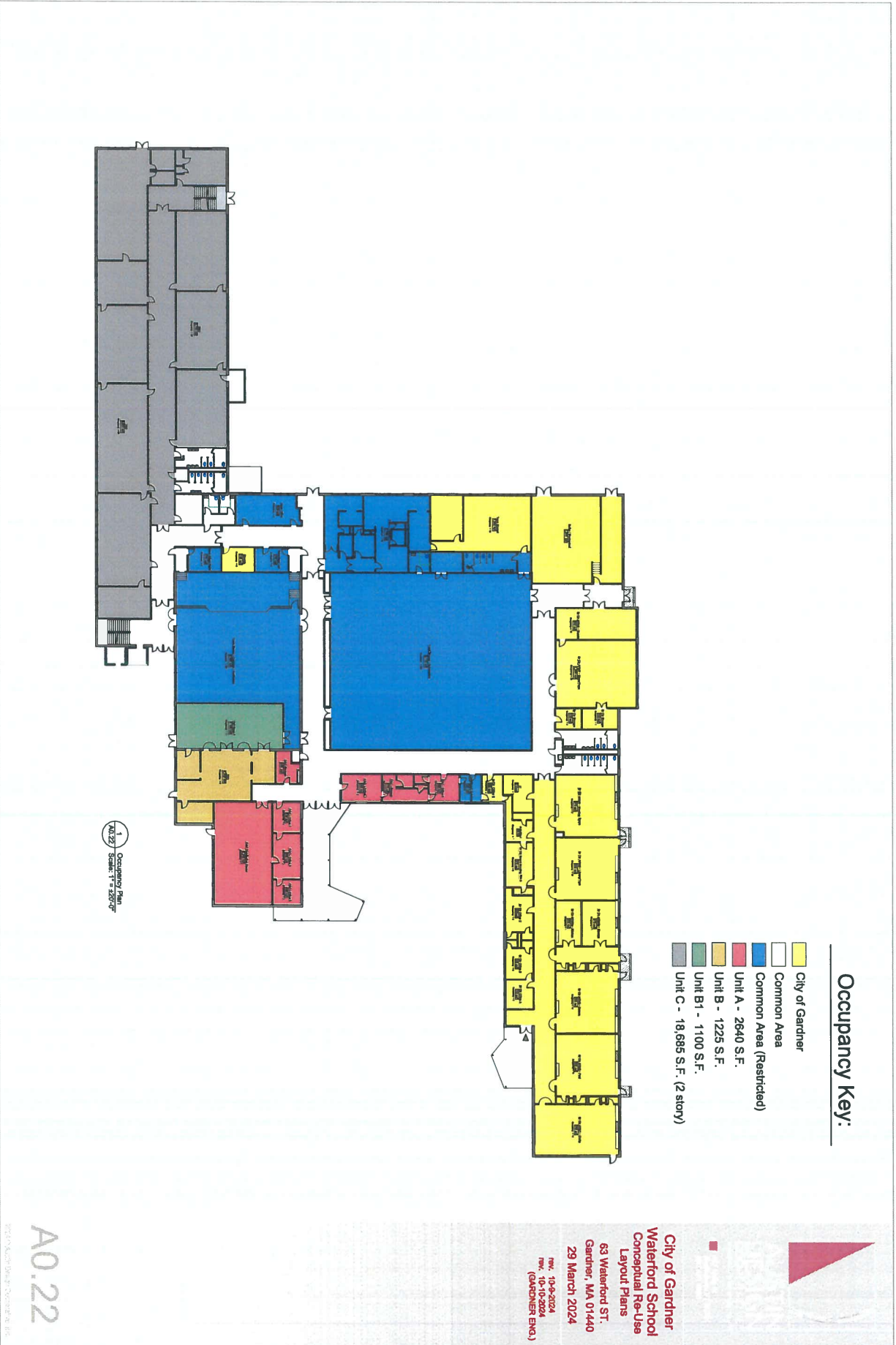
**THE CITY OF GARDNER**

\_\_\_\_\_  
By:  
Its: Mayor (Attach certificate of vote of authorization)

**LESSEE:**

\_\_\_\_\_  
By:  
Its:

EXHIBIT "A"



**Occupancy Key:**

- City of Gardner
- Common Area
- Common Area (Restricted)
- Unit A - 2640 S.F.
- Unit B - 1225 S.F.
- Unit B1 - 1100 S.F.
- Unit C - 18,685 S.F. (2 story)

11 Occupancy Plan  
Scale: 1" = 200'



**City of Gardner**  
**Waterford School**  
 Conceptual Re-Use  
 Layout Plans  
 63 Waterford St.  
 Gardner, MA 01440  
 29 March 2024  
 Rev. 10-0-2024  
 Rev. 10-0-2024  
 (GARDNER ENG.)

A0.22

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City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

RECEIVED  
2024 NOV 26 AM 9:27  
CITY OF GARDNER OFFICE  
GARDNER, MA

November 20, 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 Lease Agreement between the City and the Gardner Community Action Committee for Portions of the Building Located at 62 Waterford Street

Dear Madam President and Councilors,

In discussions with the Gardner Community Action Committee (CAC) and the Administration, it was brought up that the CAC may need additional food preparation space for the meal programs they provide to the public and through their contract for meal preparation services with the Gardner Senior Center.

As such, the plan was proposed to lease a portion of the cafetorium of the Waterford Community Center to the CAC for them to divide off from the rest of the space and make into an auxiliary kitchen. This plan was approved by the City's Health and Building Departments as the best way forward to accomplish the services that the CAC wish to provide to the site as well.

As such, I hereby request the City Council vote to allow the Administration to lease this portion of the building to the Gardner CAC as part of our process to convert the former school into our new non-profit community center.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF GARDNER AND  
COMMUNITY ACTION COMMITTEE FOR A PORTION OF THE BUILDING  
LOCATED AT 62 WATERFORD STREET**

***VOTED:*** To authorize the Mayor to enter into a lease agreement with Community Action Committee, in accordance with prevailing General Laws, a portion of the building located at 62 Waterford Street, consisting of the first floor of Zone F, as designated by Exhibit A attached to this document, with an approximate area of 1,100 square feet, further identified on a plan prepared by Austin Design Cooperative, 167 Main Street, Suite 302, Brattleboro, VT 05301, entitled, “City of Gardner Waterford School Conceptual Re-Use Layout Plans, 63 Waterford St., Gardner, MA 01440, 29 March 2024 Rev. 10-9-2024, Rev. 10-10-2024 (GARDNER ENG)”, at the rental rate of \$1 per year. The lease agreement shall expire on June 30, 2029..

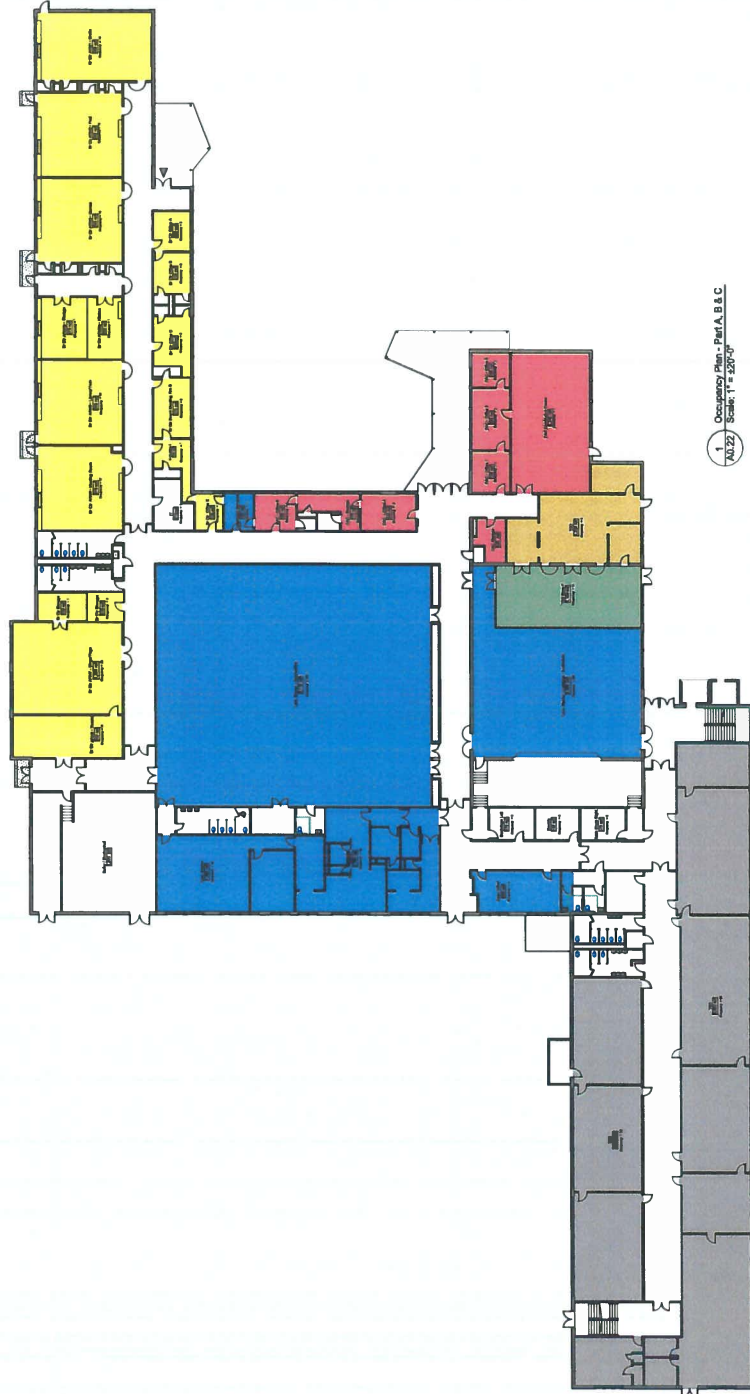
# Exhibit A



City of Gardner  
Waterford School  
Conceptual Re-Use  
Layout Plans  
63 Waterford St.  
Gardner, MA 01440  
29 March 2024  
rev. 10-9-2024  
rev. 10-10-2024  
(GARDNER ENG.)

Occupancy Key:

- Zone A
- Zone B
- Zone C
- Zone D
- Zone E
- Zone F



1 Occupancy Plan - Part A, B & C  
A0.22 Scale: 1" = 320'-0"

A0.22

THE DESIGN CENTER, INC.

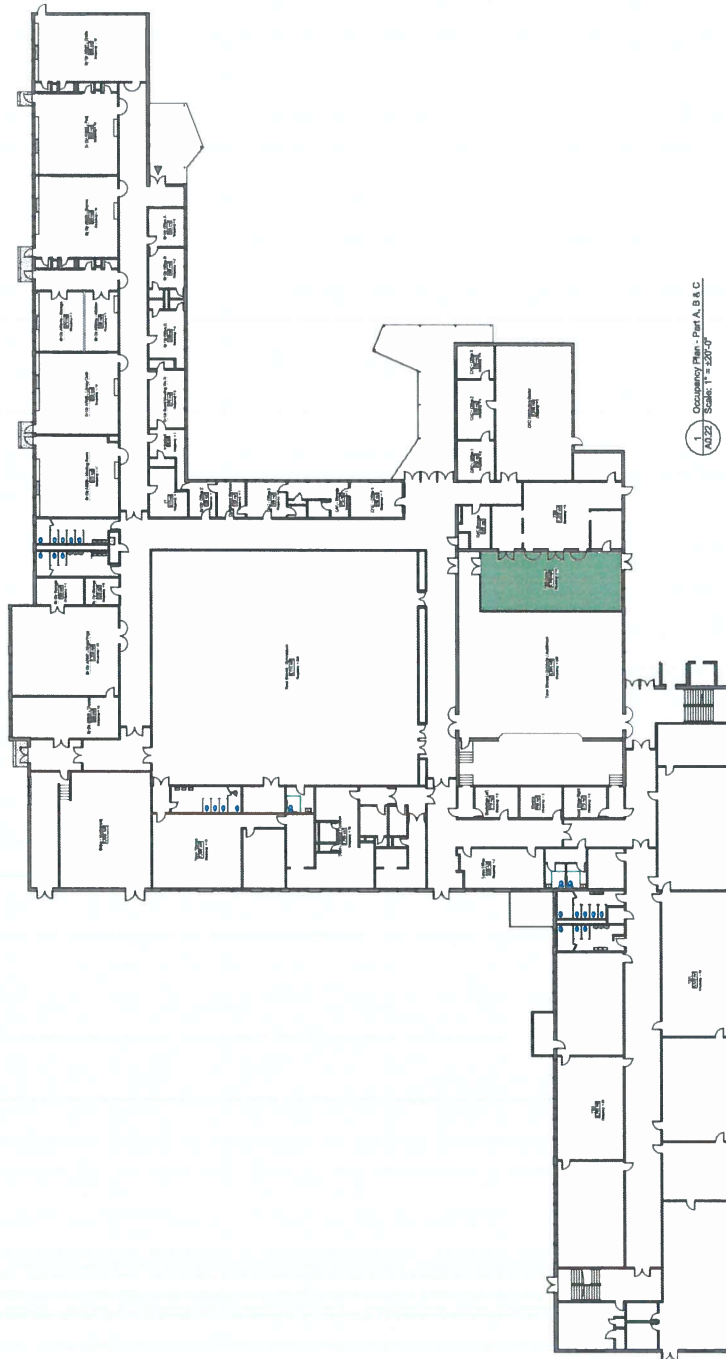


City of Gardner  
Waterford School  
Conceptual Re-Use  
Layout Plans  
63 Waterford St.  
Gardner, MA 01440  
28 March 2024

REV. 10-9-2024  
REV. 10-10-2024  
(GARDNER ENG.)

Occupancy Key:

Zone F



1 Occupancy Plan - Part A, B & C  
A0.22 / Scale: 1" = 240'-0"

A0.22

0211 2/16/24 10:58 AM 2/16/24 10:58 AM



# Exhibit B

**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. **Unit A:** That portion of the building located at 62 Waterford Street, commonly known as the Waterford Street Community Center (the “Premises”), consisting of 2,640 square feet, being Unit A as shown on Exhibit “A” attached hereto and incorporated herein by reference (herein the “Waterford Unit Plan”) to be used as set forth in this Lease (hereinafter called the “Leased Premises”).
2. **Unit B1:** That portion of the building located at 83 Waterford Street, commonly known as the Waterford Street Community Center (the “Premises”), consisting of 1,100 square feet, being Unit B1 as shown on Exhibit “A” attached hereto and incorporated herein by reference (the “Unit Plans”) to be used as set forth in this Lease (hereinafter called the “Leased Premises”). Lessee shall be responsible for constructing a demising wall in accordance herewith as shown on Exhibit A. Lessee shall, at all times, permit the Lessee of Unit A to pass an repass through Unit B1 for the sole purpose of accessing the exterior egress located within Unit B1.

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 fifteen (15) years consisting of three (3) five-year terms as described below commencing on November 1, 2024 and ending on October 31, 2039 (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. In the event that such authorization is granted by the Lessor, Lessee may not charge any subtenant a rent or use and occupancy rate greater than that charged the Lessee by the Lessor.

### **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.

Areas identified on Exhibit A identified as Common Areas (restricted) shall be available to all tenants of the Premises by advanced reservation on a first come first served basis. Restricted Common Areas can be reserved by contacting the City of Gardner Building Department.

### **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"

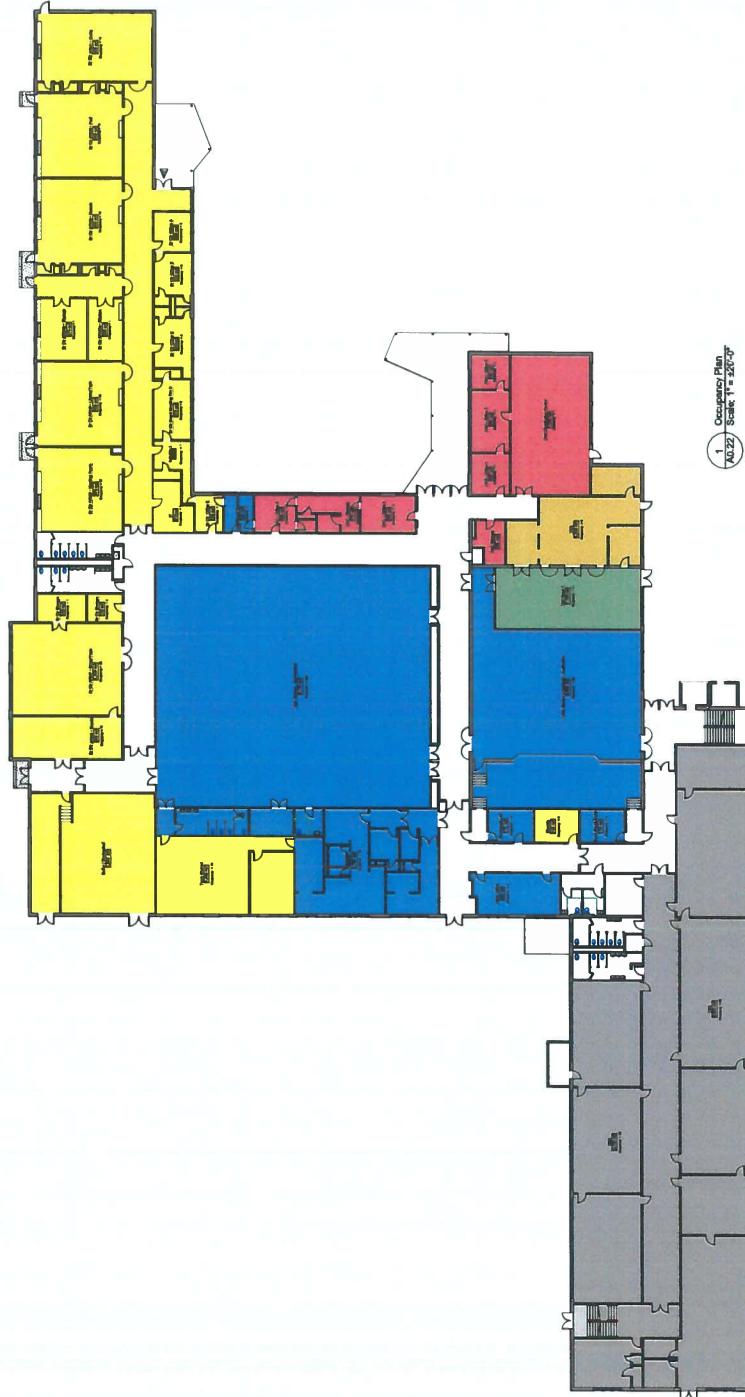




City of Gardner  
 Waterford School  
 Conceptual Re-Use  
 Layout Plans  
 63 Waterford ST.  
 Gardner, MA 01440  
 29 March 2024  
 rev. 10-9-2024  
 rev. 10-10-2024  
 (GARDNER ENG.)

Occupancy Key:

- City of Gardner
- Common Area
- Common Area (Restricted)
- Unit A - 2640 S.F.
- Unit B - 1225 S.F.
- Unit B1 - 1100 S.F.
- Unit C - 18,685 S.F. (2 story)



1 Occupancy Plan  
 A0.22 Scale: 1" = 20'-0"

A0.22

2024 Austin Design, Inc. All Rights Reserved



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2024

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

RECEIVED  
2024 NOV 26 AM 9:27  
CITY OF GARDNER OFFICE  
GARDNER, MA

RE: A Measure Establishing a Revolving account for City Owned Property Lease Payments  
Under M.G.L. Chapter 40, §3, As Amended

Dear Madam President and Councilors,

With the City now entering into lease agreements for the Waterford Community Center, the Administration is requesting that a new revolving account be created so that the lease payments collected on the property can go directly into this account to offset the costs associated with the operation of the building.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

ESTABLISHING A REVOLVING ACCOUNT FOR CITY OWNED PROPERTY  
LEASE PAYMENTS  
UNDER AMENDMENTS TO M.G.L. CHAPTER 40, §3

VOTED: To establish a revolving account, pursuant to amendments that were made by the Municipal Modernization Act, to Section 3 of Chapter 40 of the Mass. General Laws, for the purpose of collecting rental or lease payments.



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

RECEIVED  
2024 NOV 26 PM 9:27  
CITY CLERK'S OFFICE  
GARDNER, MA

November 19, 2024

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

RE: A Measure Declaring Portions of the Building of Located at 62 Waterford Street Surplus for the Purpose of Leasing

Dear Madam President and Councilors,

In reviewing the two-story classroom wing of the Waterford Community Center, discussions have taken place in the Administration regarding the amount of work that needs to be done in the space in order to make it usable, and the limited use of the second floor of the structure, due to the building not having an elevator.

As such, I am hereby submitting this request to reduce the amount per square foot for this area of the building to \$10 per square foot, in acknowledgement of the amount of work that would need to be done to make the space usable if leased out.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**DECLARING SURPLUS FOR PURPOSE OF DISPOSAL OF  
A PORTION OF THE BUILDING LOCATED AT 62 WATERFORD STREET**

***VOTED:*** To declare surplus for the purpose of disposal, in accordance with prevailing General Laws a portion of the building located at 62 Waterford Street, consisting of the first floor of Zone E, as designated by Exhibit A attached to this document, with an approximate area of 9,380 square feet, further identified on a plan prepared by Austin Design Cooperative, 167 Main Street, Suite 302, Brattleboro, VT 05301, entitled, “City of Gardner Waterford School Conceptual Re-Use Layout Plans, 63 Waterford St., Gardner, MA 01440, 29 March 2024 Rev. 10-9-2024, Rev. 10-10-2024 (GARDNER ENG)”, for the minimum cost of \$10/sq. ft., to be paid for any conveyance of said property, and to authorize the Mayor to convey said land, or part thereof, for such amount or a larger amount, and upon such other terms as the mayor shall consider proper in accordance with this Vote.

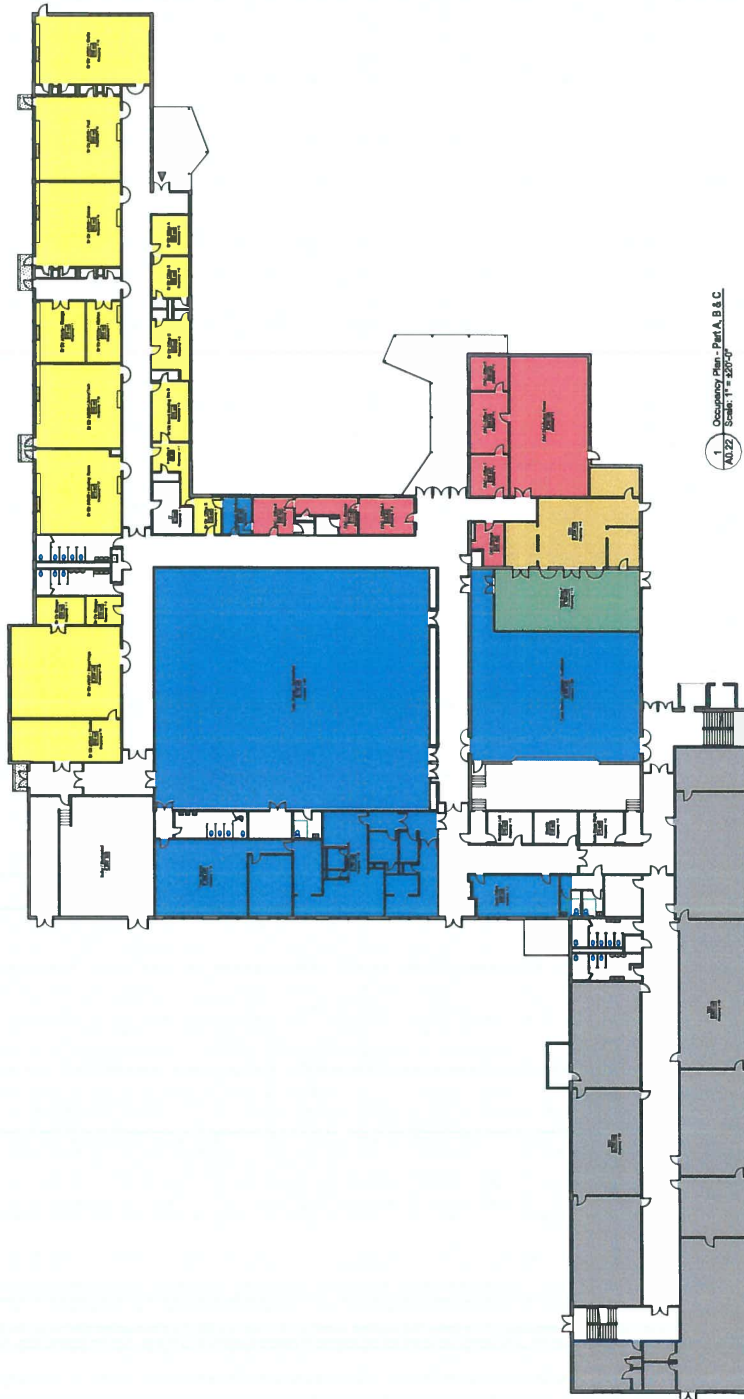
# Exhibit A



City of Gardner  
 Waterford School  
 Conceptual Re-Use  
 Layout Plans  
 83 Waterford St.  
 Gardner, MA 01440  
 29 March 2024  
 DWG. 10-9-2024  
 DWG. 10-10-2024  
 (GARDNER ENG.)

Occupancy Key:

- Zone A
- Zone B
- Zone C
- Zone D
- Zone E
- Zone F



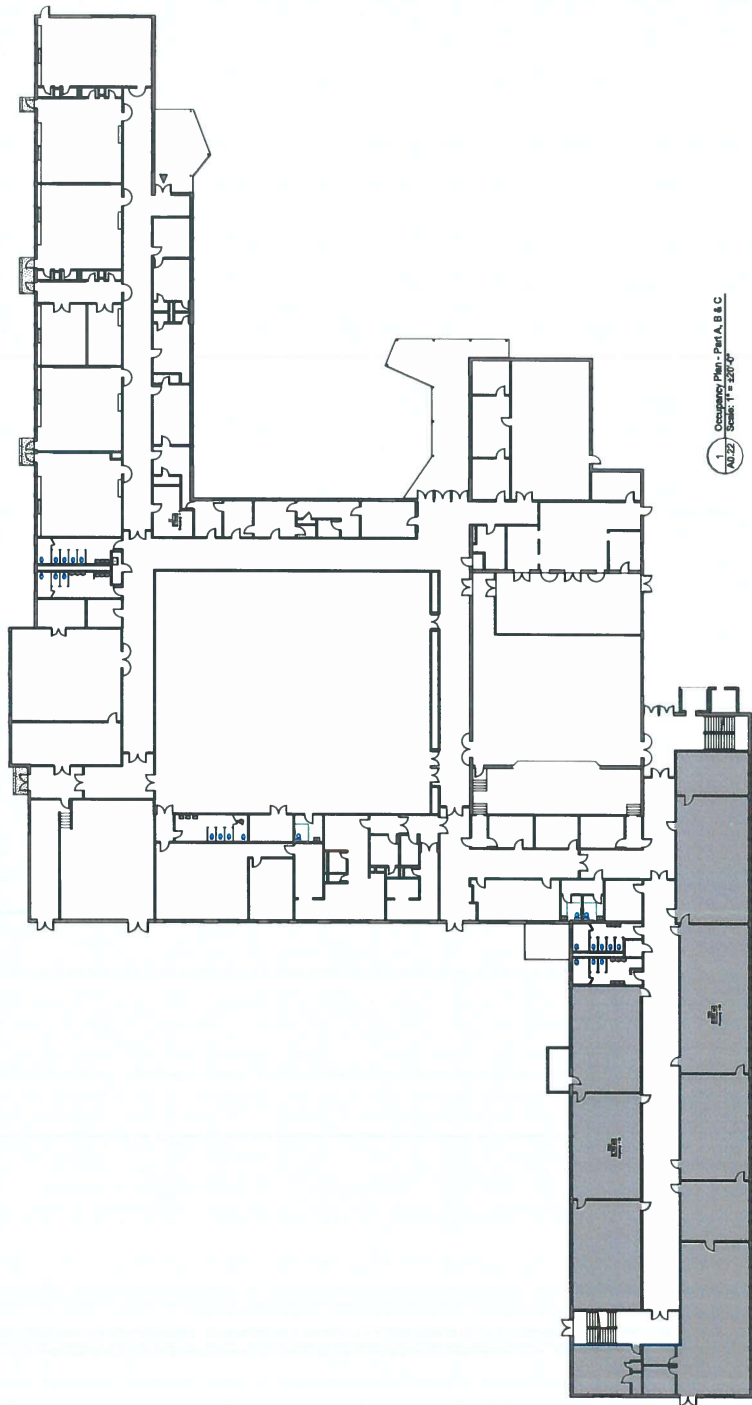
1 Occupancy Plan - Part A, B & C  
 (ALJZ) Scale: 1" = 80'-0"

A0.22

10/10/2024 10:00 AM



City of Gardner  
Waterford School  
Conceptual Re-Use  
Layout Plans  
63 Waterford St.  
Gardner, MA 01440  
29 March 2024  
rev. 10-6-2024  
rev. 10-10-2024  
(GARDNER ENG.)



1. Occupancy Plan - Part A, B & C  
A0.22) Scale: 1" = 20'-0"

A0.22

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City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2024

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

RECEIVED  
 2024 NOV 26 AM 9:27  
 CITY CLERK'S OFFICE  
 GARDNER, MA

RE: An Order Appropriating \$356,049.00 from Free Cash to Principal Inside Debt Account

Dear Madam President and Councilors,

At the September 18, 2023 Meeting of the City Council, it was voted to approve a \$550,000 loan order for renovations that needed to be made to convert the former Waterford Street School Building into a new non-profit Community Center.

Since that time several renovations have been done to the property and the City has begun the process of entering into lease agreements with different entities for space in the building. Additionally, several grant funds have been received for the purpose of outfitting the new community center. Some of these entities have already begun the work to outfit their spaces to meet their needs, with services anticipated to be opening there within the next twelve (12) months.

The attached appropriation request is being submitted to **pay off, in full**, the remaining amount of the \$550,000.00 loan that has not yet been paid and fully remove this loan from the City's books.

Due to the ways in which the City was able to proactively, and effectively handle the financials of this project, this loan is being paid off approximately three (3) years faster than was originally presented when the loan order was approved.

Respectfully Submitted,

Michael J. Nicholson  
 Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO PRINCIPAL INSIDE DEBT.

ORDERED:

That there be and is hereby appropriated the sum of Three Hundred Fifty-Six Thousand Forty-Nine Dollars and No Cents (\$356,049.00) from Free Cash to Principal Inside Debt.

BOND ORDER NO. \_\_\_\_\_

IN CITY COUNCIL

\_\_\_\_\_, 2023

A BOND ORDER TO PAY COSTS OF REMODELING AND EQUIPPING AN EXISTING CITY BUILDING FOR USE BY THE COUNCIL ON AGING AND VARIOUS OTHER COMMUNITY ORGANIZATIONS

BE IT ORDERED, BY THE CITY COUNCIL OF THE CITY OF GARDNER AS FOLLOWS:

That there be raised and appropriated the sum of Five Hundred Fifty Thousand Dollars (\$550,000) to pay costs of remodeling and equipping an existing City-owned building for use by the Council on Aging and various other community organizations, and for the payment of all other costs incidental and related thereto, and to meet this appropriation, the City Treasurer, with the approval of the Mayor, be and hereby is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The Mayor is authorized to accept and expend any federal or state grants that may be available for the City on account of the projects described above. The amount authorized to be borrowed pursuant to this loan order shall be reduced to the extent of any federal or Commonwealth grants received by City on account of the project approved by this vote.

A TRUE COPY, ATTEST:

*Jite Scripke*  
CITY CLERK, CITY OF GARDNER

Order No. 13174

Order



In City Council  
September 5, 2023

Order Passed  
September 18, 2023  
10 years, 1 days.  
*St. Skinghorn* Clerk

Presented to Mayor for approval  
September 27, 2023

Approved on September 27, 2023  
*Richard P. ...* Mayor  
Mayor's Signature



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

November 20, 2024

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

RECEIVED  
2024 NOV 26 AM 9:37  
CITY CLERK'S OFFICE  
GARDNER, MA

RE: An Order Appropriating \$100,000 from Free Cash to DPW New Equipment Expense Account

Dear Madam President and Councilors,

The attached order is being requested to purchase a new crane hoist for the Mechanics Division of the Department of Public Works.

This piece of equipment is essential in repairs being made to the City's fleet, particularly the plows that are deployed in inclement weather events.

This appropriation is being requested now so that the equipment can be ordered and installed in a timely manner so it can be set for when the snow comes.

This new crane hoist would replace an existing hoist that is no longer operable.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

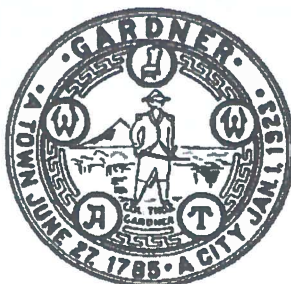
AN ORDER APPROPRIATING FROM FREE CASH TO THE DPW NEW EQUIPMENT EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of One Hundred Thousand Dollars and No Cents (\$100,000.00) from Free Cash to the DPW New Equipment Expense Account.

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

Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries



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

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

November 20, 2024

Dear Mayor Nicholson:

The Department of Public Works is requesting **\$100,000** from available funds to **DPW New Equipment 14421-55123** for the purchase of a **Crane Hoist**.

The existing crane hoist located at the DPW is 53 years old, attached to columns hanging overhead in the garage, and becoming a safety concern to the operators. This crane hoist is used to lift and maneuver plows, along with other equipment, weighing thousands of pounds so they can be repaired.

This piece of equipment is not specifically listed on the Capital Improvement List, however it is part of a larger line item "DPW Facility Improvements" which includes several building repairs and upgrades.

We went out to bid through the Purchasing Department for this piece of equipment and the low bid came in at \$129,410. The remaining \$29,410 will be covered under existing funds in the DPW budget.

If you have any questions on any of these requests, please do not hesitate to contact my office.

Sincerely

Dane E. Arnold, Director  
Department of Public Works

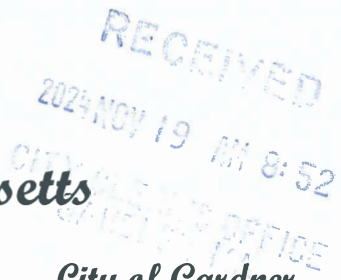
Pc: Public Service Committee  
John Richard, City Auditor

November 18, 2024

Commonwealth of Massachusetts

Worcester County

City of Gardner



CERTIFICATE OF APPOINTMENT

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

[Signature] Mayor Michael J. Nicholson

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

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

Expires: Permanent

Worcester, ss., \_\_\_\_\_ 2024

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

Before me, \_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_



January 7, 2025

# Commonwealth of Massachusetts

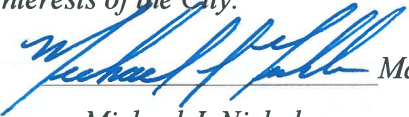
*Worcester County*

*City of Gardner*

## CERTIFICATE OF APPOINTMENT

I appoint Vincent Pusateri to the position of City Solicitor, and I certify

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

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

Confirmed by City Council CONFIRMATION NOT REQUIRED.

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

Expires: January 7, 2026

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

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

Before me,  
\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

Effective January 1, 2025

# Commonwealth of Massachusetts

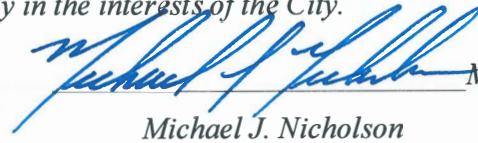
*Worcester County*

*City of Gardner*

## CERTIFICATE OF APPOINTMENT

I appoint Rachel J. Roberts to the position of Executive Secretary, and I certify

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

 Mayor  
Michael J. Nicholson

Confirmed by City Council CONFIRMATION NOT REQUIRED

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

Expires: January 1, 2026

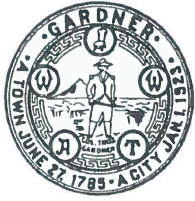
Worcester, ss., \_\_\_\_\_

Then personally appeared the above named Rachel J. Roberts and made oath that he/she would faithfully and impartially perform the duties of the office of Executive Secretary, according to law and the best of his/her abilities.

Before me,  
\_\_\_\_\_  
City Clerk

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

11444 a  
Date Received

*Paid Check*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal  Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Salvadore Auto Exchange Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Salvadore Chrysler Dodge Jeep Ram  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 442 WEST BROADWAY GARDNER MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-630-2200 Cellular \_\_\_\_\_ Fax 978-632-5913 E-Mail pank@salvadoreauto.com
5. Is the business an individual, partnership, association or corporation? Corporation
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
President Angelo G. Salvadore  
Secretary Angelo G. Salvadore  
Treasurer Angelo G. Salvadore
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? Yes
  - a. If so, is your principal business the sale of new motor vehicles? Yes
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? Yes
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? Yes
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Land and Building located at 440 West Broadway approx 3.81 acres  
302 FT Frontage on Kinzie Dr Building is 24,984 sq feet  
used for office & showroom
10. Are you a recognized agent of a motor vehicle manufacturer? YES  NO \_\_\_\_\_  
If yes, state the name of the manufacturer: Stellantis

- 11. Do you have a signed contract as required by Section 58, Class 1? YES  NO
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO   
 If yes, in what city or town? Gardner MA  
 Did you receive a license? YES  NO  For what year? 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES  NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

DATE SIGNED 11-14-2023

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

OR

SOCIAL SECURITY NUMBER

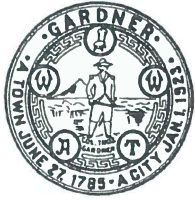
E

ER (EIN)

**License Fee must be submitted with this form. Make check payable along with all required documentation and check to: City Clerk, 95 P**

**ted Application Form, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of \_\_\_\_\_ until the license has been granted. The issuance of a license under this section or sections is subject to the applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received 11444 b  
*Paid Check*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Salvadore Auto Exchange Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Salvadore Chrysler Dodge Jeep Ram  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 442 WEST Broadway Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-630-2200 Cellular \_\_\_\_\_ Fax 978-632-5913 E-Mail pank@salvadoreauto.com
5. Is the business an individual, partnership, association or corporation? Corporation
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President Angelo G. Salvadore  
 Secretary Angelo G. Salvadore  
 Treasurer Angelo G. Salvadore
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? Yes
  - a. If so, is your principal business the sale of new motor vehicles? Yes
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? Yes
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? Yes
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Land and Building located at 440 West Broadway approx 3.81 acres  
302 FT Frontage on Kinzie Dr Building is 24,984 sq feet  
used for office & showroom
10. Are you a recognized agent of a motor vehicle manufacturer? YES  NO   
 If yes, state the name of the manufacturer: Stellantis

11. Do you have a signed contract as required by Section 58, Class 1? YES  NO
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO   
If yes, in what city or town? Gardner MA  
Did you receive a license? YES  NO  For what year? 2024
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES  NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to "City of Gardner"
- Surety Bond** in the amount of \$25,000 executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
- Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

  
\_\_\_\_\_  
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11-14-2023

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

OR

\_\_\_\_\_  
E

\_\_\_\_\_  
ER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner, 95 Park Street, Gardner, MA 01440. License Fee must be submitted with this form. Make check payable to: City Clerk, 95 Park Street, Gardner, MA 01440.**

**License Fee must be submitted with this form. Make check payable to: City Clerk, 95 Park Street, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the applicant until the license has been granted. The issuance of a license under this section or sections is subject to the applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**

License Application  
Processing Fee - \$200.00



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received  
**RECEIVED**  
2021 NOV 25 AM 9:50  
CITY OF GARDNER OFFICE  
GARDNER, MA

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1 -  Class 2 -  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: AC AUTO CLINIC  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: \_\_\_\_\_  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 411 PARKER ST GARDNER MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel: 978-632-1138 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_
5. Is the business an individual, partnership, association or corporation? INDIVIDUAL
6. If an individual, state full name and residential address: ROBERT J BROCHU  
61 KORSHOLM AVE GARDNER MA 01440
7. If a partnership, state full names and residential addresses of all partners: NA
8. If an association or corporation, state full names of the principal officers:  
President NA  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? \_\_\_\_\_
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? NO
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? YES AUTO SALES + REPAIRS
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
OFFICE AREA + 2 BAY GARAGE AT 411 PARKER ST GARDNER
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO   
If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO \_\_\_\_\_  
 If yes, in what city or town? GARDNER
- Did you receive a license? YES  NO \_\_\_\_\_ For what year? 2020 - 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (if applicable).**

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Robert Burch DATE SIGNED 11/7/24  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT  
 \_\_\_\_\_ OR \_\_\_\_\_  
 SOCIAL SECURITY NUMBER E \_\_\_\_\_ MBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**





CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received

*Paid  
Check*

**APPLICATION FOR LICENSE TO BUY AND  
SELL SECOND HAND MOTOR VEHICLES**

New \_\_\_ Renewal  Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Blake Motors  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)

2. Doing Business As: " "  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)

3. Business Address: 412 Main St Gardner, MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)

4. Business Tel. 978 790 8006 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail russblake174@

5. Is the business an individual, partnership, association or corporation? Individual YAHOO.COM

6. If an individual, state full name and residential address: Russell Levi Blake  
16 Hospital Rd Baldwinville Rd 01436

7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_

8. If an association or corporation, state full names of the principal officers:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes

a. If so, is your principal business the sale of new motor vehicles? NO

b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes

c. Is your principal business that of a motor vehicle junk dealer? NO

d. Is your principal business that of a "Repairs"? NO

e. Is your principal business that of "Repossession"? NO

9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:

Parking lot Corner of Pine + Main St. Office Area  
located in 412 Main St

10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO

If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class 1? YES \_\_\_\_\_ NO N/A
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES X NO \_\_\_\_\_  
 If yes, in what city or town? Gardner  
 Did you receive a license? YES X NO \_\_\_\_\_ For what year? 2008
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO X If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to "City of Gardner"
- Surety Bond** in the amount of \$25,000 executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

[Signature]  
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11-1-24

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

OR [Redacted]  
EMPLOYER IDENTIFICATION NUMBER (EIN)

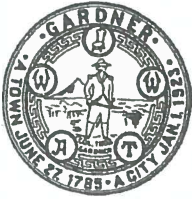
**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**

RECEIVED

2024 NOV 20 AM 11:11

CITY CLERK'S OFFICE  
GARDNER, MA



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

APPLICATION FOR LICENSE TO BUY AND  
SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Gardner Auto Mart Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: \_\_\_\_\_  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 182 West St  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-632-1414 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail gardnerautomart@gmail.com
5. Is the business an individual, partnership, association or corporation? corporation
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President David A Betterz  
 Secretary Leonard T Betterz  
 Treasurer Robert J Betterz jr
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? NO
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Property location 182 west st includes 2100 sqft building with office and 3 garage bays. Lot size .2 Acres with parking room for 20 vehicles
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO X  
If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO X
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES X NO \_\_\_\_\_  
 If yes, in what city or town? Gardner
- Did you receive a license? YES X NO \_\_\_\_\_ For what year? current
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO X If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to "City of Gardner"
- Surety Bond** in the amount of \$25,000 executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner PERMIT/APPLICATION GOOD STANDING CERTIFICATE
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

*[Signature]*

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11-12-2024

SOCIAL SECURITY NUMBER

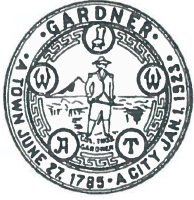
OR

EMPLOYER IDENTIFICATION NUMBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**

License Application  
Processing Fee - \$200.00



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received  
**RECEIVED**  
2024 NOV 21 PM 12:02  
CITY OF GARDNER  
CITY CLERK'S OFFICE  
GARDNER, MA

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal \_\_\_ Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: GARDNER MOTORS LLC  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: VILSON AUTO SALES  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 119 PEARSON BLVD  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. (978) 870 0033 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail WORCMG@HOTMAIL.COM
5. Is the business an individual, partnership, association or corporation? CORPORATION
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President VILSON CAMARCO  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? YES
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? YES
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
OFFICE, GARAGE BAYS AND PARKING LOT
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO X  
If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO ✓
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES ✓ NO \_\_\_\_\_  
 If yes, in what city or town? GARDNER
- Did you receive a license? YES ✓ NO \_\_\_\_\_ For what year? 2017 ~ 2023, 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO ✓ If yes, please explain: \_\_\_\_\_  
HAD A DELAY ON 2024 DUE TO PARKING PLANS

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

*[Signature]*

DATE SIGNED 10/30/24

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

0

OR

EMPLOYEE IDENTIFICATION NUMBER (EIN)

SOCIAL SECURITY NUMBER

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received 11445

*paid  
check*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal X Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: JPJ Automotive LLC  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: \_\_\_\_\_  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 78 East Broadway  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-835-9437 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail Tjohnny2009@yahoo
5. Is the business an individual, partnership, association or corporation? LLC
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President John Talbert  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes
  - a. If so, is your principal business the sale of new motor vehicles? no
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes
  - c. Is your principal business that of a motor vehicle junk dealer? no
  - d. Is your principal business that of a "Repairs"? no, repairs are second to sales
  - e. Is your principal business that of "Repossession"? no
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Land & bldg. located at 78 East Broadway Gardner, MA 01440  
The premises contain 6917 S.F. in area. A single story garage  
of approx. 729 S.F. with an appurtenant parking located on site.
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO X  
 If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO N/A
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES X NO \_\_\_\_\_  
 If yes, in what city or town? Gardner
- Did you receive a license? YES X NO \_\_\_\_\_ For what year? 2011
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO X If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to "City of Gardner"
- Surety Bond** in the amount of \$25,000 executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

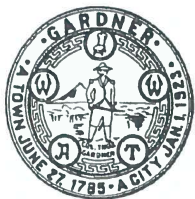
SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

John [Signature] DATE SIGNED 11/9/24  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT  
 OR [Redacted]  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ EMPLOYER IDENTIFICATION NUMBER (EIN) \_\_\_\_\_

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CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received <sup>11445</sup>

RECEIVED  
2011-06 PM 2:20  
CITY OF GARDNER

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: MIKE'S AUTO / Michael Toth  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: MIKE'S AUTO  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 257 E. Broadway Gardner Ma  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel: 9786304220 Cellular: 9786961306 Fax: \_\_\_\_\_ E-Mail: Tothmto@aol.com
5. Is the business an individual, partnership, association or corporation? individual
6. If an individual, state full name and residential address: Michael Toth  
106 State Rd Baldwinville, Ma 01436
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes
  - a. If so, is your principal business the sale of new motor vehicles? no
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes
  - c. Is your principal business that of a motor vehicle junk dealer? no
  - d. Is your principal business that of a "Repairs"? no
  - e. Is your principal business that of "Repossession"? no
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Premises described as 32'x60' building with 2 overhead doors, office located in rear, front area for auto display
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO X  
 If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO X
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES yes NO \_\_\_\_\_  
 If yes, in what city or town? Gardner Ma  
 Did you receive a license? YES X NO \_\_\_\_\_ For what year? 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO X If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Michael Toth DATE SIGNED 10/30/24  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR AGENT  
 \_\_\_\_\_ OR \_\_\_\_\_  
 EMPLOYER IDENTIFICATION NUMBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

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CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received  
RECEIVED  
2017-11-14 11:23:33

APPLICATION FOR LICENSE TO BUY AND  
SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal \_\_\_ Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: OSAGI ENTERPRISE LLC  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: USED CAR SALES  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 43 TOUPEE ST GARDNER MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. \_\_\_\_\_ Cellular 50874659 Fax \_\_\_\_\_ E-Mail \_\_\_\_\_
5. Is the business an individual, partnership, association or corporation? INDIVIDUAL
6. If an individual, state full name and residential address: KWAME NKUMAH 27 TOWLE DR HOLDEN MA 01520
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? YES
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? YES
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
PREMISES IS USE FOR USE CAR SALES
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO \_\_\_\_\_
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES \_\_\_\_\_ NO \_\_\_\_\_  
 If yes, in what city or town? GARDNER MA
- Did you receive a license? YES \_\_\_\_\_ NO \_\_\_\_\_ For what year? 2024
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **“City of Gardner”**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

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SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

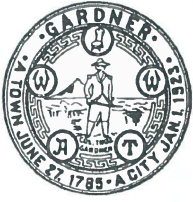
\_\_\_\_\_  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED \_\_\_\_\_

OR \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ EMPLOYER IDENTIFICATION NUMBER (EIN) \_\_\_\_\_

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CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

11445

Date Received

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CITY CLERK'S OFFICE  
GARDNER, MA

APPLICATION FOR LICENSE TO BUY AND  
SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

- Legal Name of Business: Eric J Hill d/b/a Ric's Radiator Repair Used Car Sales  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
- Doing Business As: 800 West Broadway  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
- Business Address: Gardner, Ma 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
- Business Tel: 978 632 3855 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail radiatorric@comcast.net
- Is the business an individual, partnership, association or corporation? Individual
- If an individual, state full name and residential address: Eric John Hill  
54 French Rd. Templeton, MA 01468
- If a partnership, state full names and residential addresses of all partners: N/A
- If an association or corporation, state full names of the principal officers:  
President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_
- Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes
  - If so, is your principal business the sale of new motor vehicles? NO
  - Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes
  - Is your principal business that of a motor vehicle junk dealer? NO
  - Is your principal business that of a "Repairs"? NO
  - Is your principal business that of "Repossession"? NO
- Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
30' x 40' Block Building 200' x 200' yard
- Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO   
If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO ✓
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES ✓ NO \_\_\_\_\_  
 If yes, in what city or town? Gardner, MA  
 Did you receive a license? YES ✓ NO \_\_\_\_\_ For what year? 2024
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO ✓ If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **“City of Gardner”**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

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SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

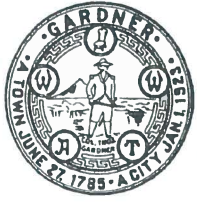
Eric J Hill  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE  
 OFFICER  
 SC [REDACTED]

DATE SIGNED [Signature]  
 OR  
 EMPLOYER IDENTIFICATION NUMBER (EIN) \_\_\_\_\_

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Date Received 11445



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Joseph Champney II  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Riverside Auto  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 65 Riverside Rd Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel: 978-632-7190 Cellular - Fax - E-Mail BAB19@Verizon.net
5. Is the business an individual, partnership, association or corporation? Individual
6. If an individual, state full name and residential address: Joseph M. Champney II  
65 Riverside Rd Gardner MA
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes
  - a. If so, is your principal business the sale of new motor vehicles? No
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes
  - c. Is your principal business that of a motor vehicle junk dealer? yes
  - d. Is your principal business that of a "Repairs"? No
  - e. Is your principal business that of "Repossession"? No
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
A certain parcel of land containing 11 acres with all buildings
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO   
If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO ✓
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES ✓ NO \_\_\_\_\_  
 If yes, in what city or town? Gardner MA
- Did you receive a license? YES ✓ NO \_\_\_\_\_ For what year? 1979-2024
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO ✓ If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

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- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions** (if applicable).

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SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

*Joseph M. [Signature]*  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11-12-2024

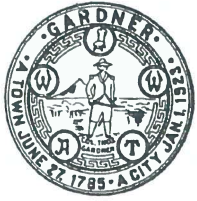
\_\_\_\_\_  
 SOCIAL SECURITY NUMBER

OR 20-1939161  
 EMPLOYER IDENTIFICATION NUMBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant’s compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers’ Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**





CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

11445  
Date Received

*paid check*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Salvadore Auto Exchange, Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Salvadore Chevrolet  
(If conducted under any name other than the Applicant's Legal Name An active Business Certificate must be on file with the City Clerk)
3. Business Address: 421 West Broadway Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-630-2000 Cellular \_\_\_\_\_ Fax 978-630-6202 E-Mail pamk@salvadoreauto.com
5. Is the business an individual, partnership, association or corporation? Corporation
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President Angelo G. Salvadore  
 Secretary Angelo G. Salvadore  
 Treasurer Angelo G. Salvadore
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? Yes
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? NO
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
Land & Building Located at 421 West Broadway approx 141 FT of  
Frontage on West Broadway 244 FT ON Risley St lot is  
141 by 120 16900 SA Feet used as offices and showroom
10. Are you a recognized agent of a motor vehicle manufacturer? YES  NO   
 If yes, state the name of the manufacturer: General Motors

11. Do you have a signed contract as required by Section 58, Class I? YES  NO
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO   
 If yes, in what city or town? Gardner  
 Did you receive a license? YES  NO  For what year? 2024
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES  NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.



DATE SIGNED 11-17-2024

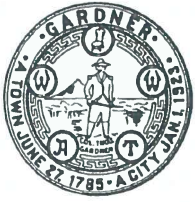
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

SOCIAL SECURITY NUMBER

 TAX NUMBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

11445

Date Received

*paid check*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New \_\_\_ Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: Salvadore Auto Exchange, Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Salvadore Chevrolet  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 249 Timpany Blvd Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-630-2000 Cellular \_\_\_\_\_ Fax 978-630-0202 E-Mail pamk@salvadoreauto.com
5. Is the business an individual, partnership, association or corporation? Corporation
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President Angelo G. Salvadore  
 Secretary Angelo G. Salvadore  
 Treasurer Angelo G. Salvadore
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? Yes
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? Yes
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? Yes
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
land and building located @ 249 Timpany Blvd & 245 Timpany Blvd  
Frontage of 238 Feet Frontage on Timpany 127 FT Frontage on  
West Broadway lot is 30,717 sq Feet used as offices & showroom
10. Are you a recognized agent of a motor vehicle manufacturer? YES  NO \_\_\_\_\_  
 If yes, state the name of the manufacturer: General Motors

- 11. Do you have a signed contract as required by Section 58, Class I? YES  NO
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO   
 If yes, in what city or town? Gardner  
 Did you receive a license? YES  NO  For what year? 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES  NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (if applicable).**

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

\_\_\_\_\_  
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11-19-2024

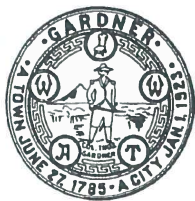
\_\_\_\_\_  
SOCIAL SECURITY NUMBER

OR

\_\_\_\_\_  
NUMBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

11445  
Date Received  
*Paul Jueck*

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1 - Class 2 - Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: TJ + Sons Auto Repair + Towing Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: TJ + Sons Auto Sales  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 537 WEST BROADWAY  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 978-632-9844 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail tjtowing@verizon.net
5. Is the business an individual, partnership, association or corporation? Corp.
6. If an individual, state full name and residential address: \_\_\_\_\_
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President THOMAS FAIBIK  
 Secretary PETER FAIBIK  
 Treasurer PETER FAIBIK
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? YES
  - c. Is your principal business that of a motor vehicle junk dealer? NO
  - d. Is your principal business that of a "Repairs"? Shop Repairs
  - e. Is your principal business that of "Repossession"? NO
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
SW CORNER OF LOT AS SHOWN - 10 CARS MAX
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO   
If yes, state the name of the manufacturer: \_\_\_\_\_

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO \_\_\_\_\_  
 If yes, in what city or town? Templeton - Gardner  
 Did you receive a license? YES  NO \_\_\_\_\_ For what year? 1984 →
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (if applicable).**

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

[Signature]  
INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED 11/18/24

SOCIAL SECURITY NUMBER \_\_\_\_\_

OR \_\_\_\_\_  
LICENSING AUTHORITY NUMBER (LIT) \_\_\_\_\_

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

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CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received 11445  
RECEIVED  
2024 NOV 22 AM 9:05  
CITY CLERK'S OFFICE  
GARDNER, MA

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1  Class 2  Class 3 (Circle all that apply to this Application)

1. Legal Name of Business: J. Wood Inc  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)

2. Doing Business As: \_\_\_\_\_  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)

3. Business Address: 361 West St. Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)

4. Business Tel. 978-297-1800 Cellular \_\_\_\_\_ Fax 297-1855 E-Mail \_\_\_\_\_

5. Is the business an individual, partnership, association or corporation? Corp.

6. If an individual, state full name and residential address: \_\_\_\_\_

\_\_\_\_\_

7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_

\_\_\_\_\_

8. If an association or corporation, state full names of the principal officers:

President Jerrold Wood

Secretary Jerrold Wood

Treasurer Jeffrey Wood

9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes

a. If so, is your principal business the sale of new motor vehicles? NO

b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes

c. Is your principal business that of a motor vehicle junk dealer? NO

d. Is your principal business that of a "Repairs"? NO

e. Is your principal business that of "Repossession"? NO

9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:

North end of property used as vehicle sales office and sales lot.

10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO

If yes, state the name of the manufacturer: \_\_\_\_\_





License Application  
Processing Fee - \$200.00



CITY OF GARDNER, MASSACHUSETTS  
City Hall - Room 121 - 95 Pleasant Street  
Gardner, MA 01440-2630  
Tel: 978-630-4058 Fax: 978-630-2589

Date Received

### APPLICATION FOR LICENSE TO BUY AND SELL SECOND HAND MOTOR VEHICLES

New  Renewal  Class 1 - ~~Class 2~~ - ~~Class 3~~ (Circle all that apply to this Application)

1. Legal Name of Business: Joseph Champney II  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: Riverside Auto  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 65 Riverside Rd Gardner MA  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel: 978-632-7190 Cellular      Fax      E-Mail RAR18@Verizon.net
5. Is the business an individual, partnership, association or corporation? Individual
6. If an individual, state full name and residential address: Joseph M. Champney II  
65 Riverside Rd Gardner MA 01440
7. If a partnership, state full names and residential addresses of all partners:
8. If an association or corporation, state full names of the principal officers:  
 President       
 Secretary       
 Treasurer
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? Yes
  - a. If so, is your principal business the sale of new motor vehicles? No
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? Yes
  - c. Is your principal business that of a motor vehicle junk dealer? Yes
  - d. Is your principal business that of a "Repairs"? No
  - e. Is your principal business that of "Repossession"? No
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
A certain parcel of Land containing 11 acres with all buildings
10. Are you a recognized agent of a motor vehicle manufacturer? YES      NO X  
If yes, state the name of the manufacturer:

- 11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO
- 12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES  NO \_\_\_\_\_  
 If yes, in what city or town? Gardner MA  
 Did you receive a license? YES  NO \_\_\_\_\_ For what year? From 1979 to 2024
- 13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO  If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **"City of Gardner"**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (if applicable).**

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZE THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

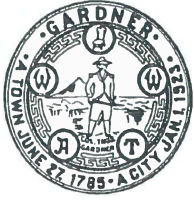
SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

*[Signature]* DATE SIGNED 11-12-2024  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT  
 \_\_\_\_\_ OR \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ E \_\_\_\_\_ MBER (EIN)

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**

|               |
|---------------|
| Date Received |
|               |



**CITY OF GARDNER, MASSACHUSETTS**  
 City Hall - Room 121 - 95 Pleasant Street  
 Gardner, MA 01440-2630  
 Tel: 978-630-4058 Fax: 978-630-2589

**APPLICATION FOR LICENSE TO BUY AND  
 SELL SECOND HAND MOTOR VEHICLES**

New \_\_\_ Renewal \_\_\_ Class 1 - Class 2 - **Class 3** (Circle all that apply to this Application)

1. Legal Name of Business: OSAGI ENTERPRISE LLC  
(Name as registered with the Secretary of the Commonwealth's Corporations Division. If individual or partnerships enter names)
2. Doing Business As: SELLING - USED AUTO PARTS  
(If conducted under any name other than the Applicant's Legal Name. An active Business Certificate must be on file with the City Clerk)
3. Business Address: 43 TOBEY ST  
(Complete street address where business will be conducted and P.O. Box, if any)
4. Business Tel. 508 714 6591 Cellular \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail OSAGI.LLC@GMAIL.COM
5. Is the business an individual, partnership, association or corporation? INDIVIDUAL
6. If an individual, state full name and residential address: KWAME NIKUMAH  
27 TOWNE DR HOLDEN MA 01520
7. If a partnership, state full names and residential addresses of all partners: \_\_\_\_\_
8. If an association or corporation, state full names of the principal officers:  
 President \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_
9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? YES
  - a. If so, is your principal business the sale of new motor vehicles? NO
  - b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? YES
  - c. Is your principal business that of a motor vehicle junk dealer? YES
  - d. Is your principal business that of a "Repairs"? YES
  - e. Is your principal business that of "Repossession"? \_\_\_\_\_
9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
STRIPPING OF USED CARS FOR PARTS
10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ **(NO)** \_\_\_\_\_  
 If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO \_\_\_\_\_
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES \_\_\_\_\_ NO \_\_\_\_\_  
 If yes, in what city or town? GARDNER \_\_\_\_\_
- Did you receive a license? YES \_\_\_\_\_ NO \_\_\_\_\_ For what year? 2024 \_\_\_\_\_
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

**Provide the following items/documentation with the completed Application form:**

- Applicable License Application Processing Fee(s)**, check payable to **“City of Gardner”**
- Surety Bond** in the amount of **\$25,000** executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit**
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE**
- Criminal Offender Record Information (CORI) Authorization form.**
- Workers Compensation Insurance Affidavit: General Businesses**
- Business Certificate, either:**
  - o Stamped Articles of Organization, if a Corporation. LLC Agreement if a Limited Liability Company. Partnership Agreement if a Partnership; or
  - o A Business Certificate or D/B/A certificate from the City Clerk's Office
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout.
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc.
- Zoning Opinion** from the Building Commissioner.
- Planning Board and/or Board of Appeals Decisions (*if applicable*).

THE APPLICANT CERTIFIES THAT ALL STATE TAX RETURNS HAVE BEEN FILED AND ALL STATE AND LOCAL TAXES REQUIRED BY LAW HAVE BEEN PAID AND AGREES TO COMPLY WITH THE TERMS OF ITS LICENSE AND APPLICABLE LAW, AND ALL RULES AND REGULATIONS PROMULGATED THERETO. APPLICANT FURTHER CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND ALSO AUTHORIZES THE LICENSING AUTHORITY OR ITS AGENTS TO CONDUCT WHATEVER INVESTIGATION IS NECESSARY TO VERIFY THE INFORMATION CONTAINED IN THIS APPLICATION.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

\_\_\_\_\_  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

DATE SIGNED \_\_\_\_\_

OR \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_ EMPLOYER IDENTIFICATION NUMBER (EIN) \_\_\_\_\_

**License Fee must be submitted with this form. Make check payable to City of Gardner. Mail completed Application Form, along with all required documentation and check to: City Clerk, 95 Pleasant Street, Room 121, Gardner, MA 01440.**

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L. c.152 requires the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, **shall be sufficient cause for the denial of the License application.**



**City of Gardner - *Executive Department***

**Mayor Michael J. Nicholson**

October 31, 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 Chapter 600 of the Code of the City of Gardner, thereof entitled,  
"Vehicles and Traffic."

Dear Madam President and Councilors,

At the recommendation of the Traffic Commission and the Mayor's Parking Meter Ad-Hoc Advisory Committee, I am hereby submitting this proposed ordinance amendment to Chapter 600 of the Code of the City of Gardner.

The first part of this ordinance proposal amends the winter parking ban with respect to the parking lots. When the ordinance was amended to an on-call parking ban system for on-street parking, the ordinance for the parking lots was never amended in conjunction with this change. As such, the ordinances contradict themselves with the on-street section of the ordinance saying parking lots in the City must be cleared two- (2) hours after the on-street ban has ended, but the parking lot section of the ordinance states that parking is not allowed in any City lots from 7am to 9am from the timeline set in the former parking ban structure.

The second part of this proposal also corrects a contradiction that currently exists in the City's ordinances relating to Parking Meters. This proposal makes it consistent that the meters are two (2) hour meters. Additionally, with the new meters being installed soon with the ability to utilize an online phone application to pay by card, it requests that Gardner do what Athol and Fitchburg did recently and increase the price of the meters from \$0.25/ half-hour to \$0.50/ half-hour. With the cost of the application and credit card option, if this change is not done, the City would only be making \$0.03 per half-hour if someone pays by credit card.

While increasing costs must always be thoughtfully considered, the funds collected by the meters is utilized for the maintenance of the meters, salaries of the employees working in relation to the meters, and the improvements of the sidewalks, painting, and other infrastructure projects in the parking meter area. Additionally, this would put us at a uniform rate across other communities in the region with parking meters.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

RECEIVED  
2024 OCT 31 PM 12:13  
CITY OF GARDNER  
CITY CLERK'S OFFICE

**AN ORDINANCE TO AMEND CHAPTER 600 OF THE CODE OF THE CITY OF GARDNER,  
THEREOF ENTITLED “VEHICLES AND TRAFFIC”**

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

**SECTION 1:** Section 23(D) of Chapter 600 of the Code of the City of Gardner, thereof entitled “All-Night Parking” be deleted in its entirety and replaced with the following thereof,

D. At the prescribed lots, during the parking ban, designated overnight parking areas shall be properly signed and parking shall be allowed for the duration of the parking ban, issued pursuant to the provisions of this Chapter of the Code of the City of Gardner, unless otherwise noted. No vehicle may park in a designated overnight parking area, in any municipal lot, during the parking ban, for a period of three hours after a called on-street parking ban expires, unless otherwise noted. Any vehicle or trailer parking in violation of the above shall be tagged and/or towed by the Police Department. The following are designated areas:

- (1) West Street: north side facing Franklin Court.
- (2) Knowlton Street: east side facing Pleasant Street (one lane).
- (3) Knowlton Street: from 7:00 p.m. to 7:00 a.m., east side from the southerly point of entrance of the City Hall Annex driveway south 75 feet to the overnight parking area.
- (4) Pleasant Street: southerly boundary of lot (one lane).
- (5) Pleasant Street: northerly boundary of lot (one lane).
- (6) West Lynde Street Parking North Lot: Except for the four parking spaces located outside of the enclosure, all City-designated parking spaces located in the lower level of the lot, except when the lot is posted for maintenance or weather-related cleanup. This lot is exempt from the 7:00 a.m. to 9:00 a.m. restriction on parking due to it being a covered lot.
- (7) George Sweeney Park: all spaces.
- (8) Prospect Street Parking Lot: all spaces along west boundary of lot.

(9) Nichols Street Lot: west end running parallel to Nichols Street; east end running parallel to Connors Street.

**SECTION 2:** That a new Section 85 be added to Chapter 600 of the Code of the City of Gardner to be entitled, “Prohibited Acts in Streets,” to be as follows:

§85: Prohibited Acts in Streets

A. Prohibition of on-street soliciting.

As a means of promoting traffic and pedestrian safety, no person, organization, business, or group shall stand within a street in the City to solicit, fundraise, or for any other reason cause traffic to be interrupted, impeded, or stopped.

B. Public Safety/Traffic Control Exemption

Nothing in this section shall be construed to be applied to any individual working in an official capacity in conjunction with City public safety personnel to help with directing traffic around official road closures, detours, or construction sites.

C. Violations and Penalties.

Any person who violates any provisions of this section shall be subject to a fine of \$50 per instance, in addition to any other punishment as may be provided by law.

**SECTION 3:** Section 15 of Chapter 600 of the Code of the City of Gardner, thereof entitled “Parking Meters,” be amended by replacing “\$0.25,” in subsection C with “\$0.50.”

**SECTION 4:** Section 18 of Chapter 600 of the Code of the City of Gardner, thereof entitled “Three-Hour Parking Meters,” be amended by replacing the phrase “Three Hours” with “Two Hours” throughout the section.

**SECTION 5:** Section 20(b) of the Code of the City of Gardner, thereof entitled “Off-Street Parking Areas,” be amended by replacing “\$0.25” with “\$0.50.”

**SECTION 6:** That this ordinance take effect upon passage and publication as required by law.



**CITY OF GARDNER**  
**MASSACHUSETTS 01440-2630**

OFFICE OF THE  
**CITY CLERK**

Room 121, City Hall  
Tel (978) 630-4058  
Fax (978) 630-2589

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**NOTICE TO ABUTTERS**

October 24, 2024

TO ABUTTERS AND OTHER INTERESTED PARTIES:

Pursuant to the provisions of M.G.L., c. 166, §22, you are hereby notified that a Public Hearing will be conducted on **MONDAY, NOVEMBER 4, 2024 at 7:30 o'clock P.M.** on the petition of Massachusetts Electric Company, d/b/a NATIONAL GRID for permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies:

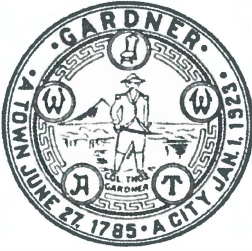
CITY HALL AVE – A Petition by National Grid. City Hall Ave – To install underground facilities. Install 1 Pad-mounted transformer and ~20' of conduit in the parking lot off Main Street and Pleasant Street, Gardner, MA.

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

CITY COUNCIL OF GARDNER

By: TITI SIRIPHAN  
City Clerk





**ENGINEERING DEPARTMENT**  
**CITY OF GARDNER**  
50 Manca Drive, Gardner MA 01440

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

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**PROJECT REVIEW MEMORANDUM**

**To:** Elizabeth Kazinskas, Council President  
**Cc:** Dane Arnold, DPW Director  
Titi Siriphan, City Clerk  
**From:** Robert Oliva – City Engineer *REO*  
**Date:** October 25, 2024  
**Project:** National Grid City Council Petition – City Hall Ave.  
Council Item #11417

National Grid has submitted a petition for the installation of underground conduit and a pad mounted transformer within the layout of City Hall Ave. The location for the proposed equipment is in the parking area at Sweeney Park at the rear of 25 Main Street.

It is my understanding that this proposal is for the purpose of upgrading the electrical service to the building at 25 Main Street. Based on my review of the petition application and the plan provided therein, I have the following concerns:

1. The application and plan do not provide sufficient detail to allow a reasonable assessment of the impacts the proposal will have on the existing parking area, see comments below.
2. The application should include an engineered site plan showing all existing conditions, including but not limited to existing and proposed utilities, materials, curbs, sidewalks, light poles, etc. Existing conditions should be shown from an on the ground survey.
3. The site plan should include construction details for all proposed construction, including but not limited to underground duct construction, trenching, sidewalk and curb repair, pavement repair, line striping replacement, bollards, etc.
4. The plan as drawn does not require the loss of any parking. However, given the existing curb and sidewalk layout, this might not be possible without altering the layout of the curb and sidewalk. The existing light post and tree may also be affected.
5. Should the proposal move forward, and upon construction, the petitioner shall provide a detailed record plan (as built) to this office of the construction that clearly shows the location of the transformer, duct and appurtenances for future reference.

While I support the continuing improvements to this building and project, I can not endorse this petition until detailed plans are provided and potential impacts to the parking area are demonstrated to be minimized.

**nationalgrid**

RECEIVED  
2021 OCT -7 AM 11:30  
CITY CLERK  
GARDNER, MASSACHUSETTS

October 4<sup>th</sup>, 2024

To the City Council of Gardner, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact:

Will Fontaine (508)-414-7308 or [William.fontaine@nationalgrid.com](mailto:William.fontaine@nationalgrid.com)

Please notify National Grid's Alyssa Jones of the hearing date/time to [Alyssa.jones@nationalgrid.com](mailto:Alyssa.jones@nationalgrid.com)

If this petition meets your approval, please return an executed copy to:

National Grid: Alyssa Jones; 1101 Turnpike Street, North Andover, MA 01845

Very truly yours,

*Zylmar Garcia*

Zylmar Garcia

Distribution Design Supervisor

Enclosures

Questions contact Central Design: Will Fontaine (508)-414-7308 or  
[William.fontaine@nationalgrid.com](mailto:William.fontaine@nationalgrid.com)

RECEIVED  
2021 OCT -7 AM 11:30  
CITY ENGINEERING DEPARTMENT  
GARDNER, MASSACHUSETTS

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID  
OF NORTH ANDOVER, MASSACHUSETTS  
For Electric Conduit Location:

To the City Council of Gardner, Massachusetts

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

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

The following are the streets and highways referred to:

**WR# 30950094**

City Hall Ave - National Grid to install underground facilities. Install 1 Pad-mounted transformer and ~20' of conduit in the parking lot off Main St and Pleasant St, Gardner, MA.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Fylnar Garcia*  
BY \_\_\_\_\_  
Engineering Department



Questions contact Central Design: Will Fontaine (508)-414-7308 or [William.fontaine@nationalgrid.com](mailto:William.fontaine@nationalgrid.com)

Dated: October 4, 2024

**ORDERED:**

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 4th day of October, 2024.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – City Hall Ave - Gardner, Massachusetts.

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

**WR# 30950094**

City Hall Ave - National Grid to install underground facilities. Install 1 Pad-mounted transformer and ~20' of conduit in the parking lot off Main St and Pleasant St, Gardner, MA.

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

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

Book ..... Page .....

Attest:  
.....

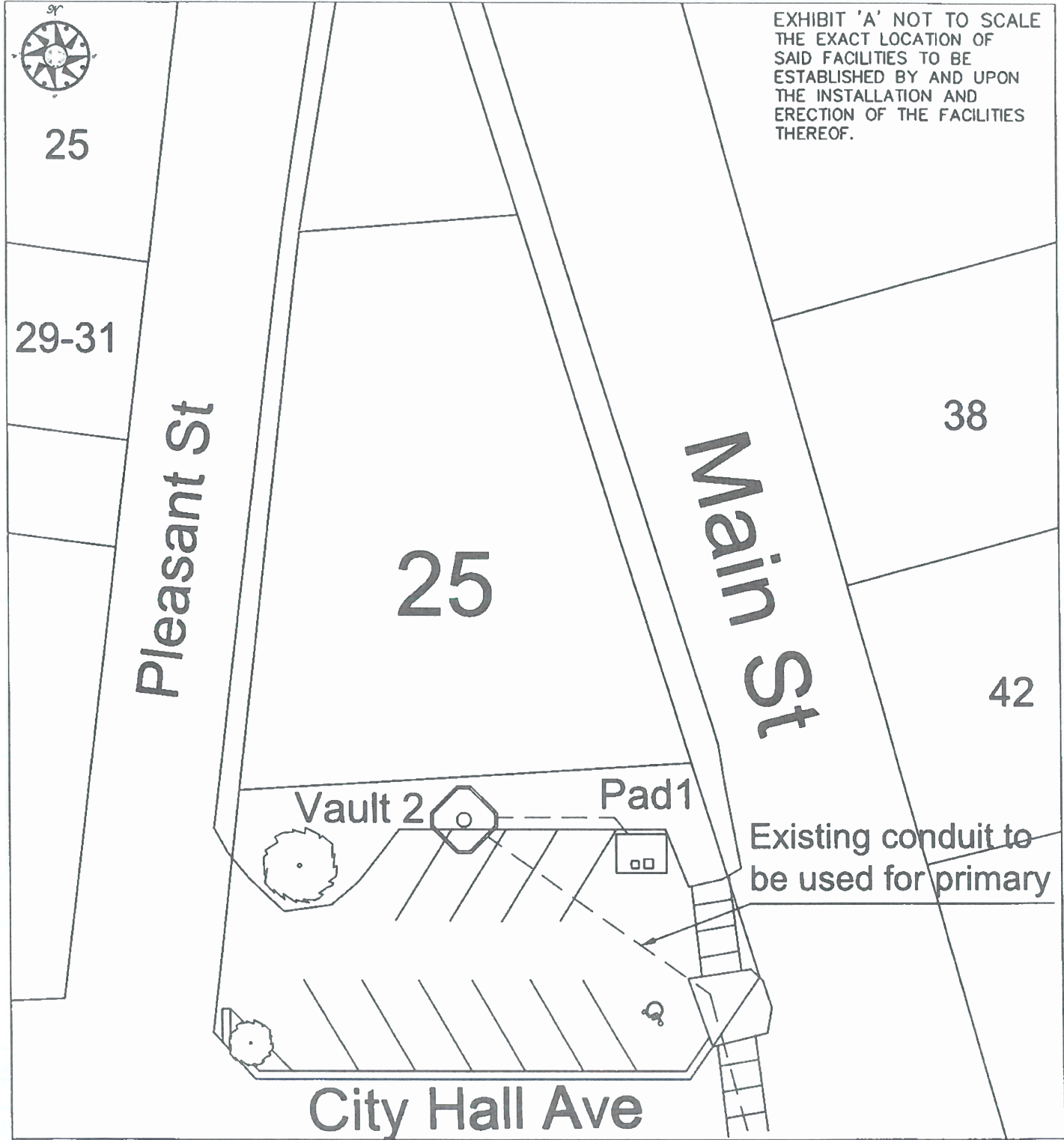
..... hereby certify that on .....20....., at ..... o'clock, ....M




at ....., a public hearing was held on the petition of Massachusetts Electric Company d/b/a NATIONAL GRID for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least

seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....  
.....  
.....

EXHIBIT 'A' NOT TO SCALE  
THE EXACT LOCATION OF  
SAID FACILITIES TO BE  
ESTABLISHED BY AND UPON  
THE INSTALLATION AND  
ERECTION OF THE FACILITIES  
THEREOF.



| LEGEND                                                                              |                      |
|-------------------------------------------------------------------------------------|----------------------|
|  | Proposed Xfrmr Pad   |
|  | Existing NGrid Vault |
|  | UG Electric          |

**Petition Sketch**

25 Main St  
Installing new Pad1 and conduit in parking lot to feed 25 Main St

|                           |
|---------------------------|
| Date: 10/4/2024           |
| Designer: Will Fontana    |
| Gardner, MA W/R: 30950094 |

**nationalgrid**



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 26, 2024

Hon. Elizabeth J. Kazinskas, Council President

And City Councilors

Gardner City Hall, Rm 121

95 Pleasant Street

Gardner, MA 01440

RE: Item #11289- Version 9 Update

Dear Madam President and Councilors,

As requested by the Informal Meeting of the City Council held on Monday, November 18, 2024, I am hereby attaching Version 9 of the Administrative Legislation Ordinance.

This correspondence includes the opinions from the Law Department, a red-lined version of all of the edits received, correspondence for edits received by departments, councilors, and commissions, and Version 9 of the ordinance proposal.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

# VERSION 9



**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 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 4: Colonel Thomas Gardner Day**

Whereas history is prologue, and it is important that our children be cognizant of our past, especially the early sacrifices that established the freedom and democracy we enjoy today, annually, on or before the 19th of April, the Mayor shall officially designate Patriots Day as Colonel Thomas Gardner Day in the City of Gardner and shall cause a proclamation to be issued and read in all the schools of Gardner, to honor this patriot who died of wounds received during the Battle of Bunker Hill and for whom our beloved community was named.

**Section 5: Flags**

**A. Flag at Half-Mast following death of Veteran**

The flag of the United States of America shall be flown at half-mast on all buildings owned or controlled by the City of Gardner after the death of a veteran who has served honorably in the Armed Forces of the United States and shall continue to be flown at half-mast every day until the burial of said veteran.

**B. Authority of the Mayor**

- i. The Mayor of the City of Gardner shall have the authority to have the flag of the United States flown at half-mast by virtue of a state and/or federal proclamation.
- ii. The Mayor of the City of Gardner shall have the authority to have the flag of the City of Gardner flown at half-mast by proclamation by the Mayor.

**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, except those employees of the School Department or those covered by collective bargaining agreements.

**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 sixty (60) days for all Department Head positions, and ninety (90) days for all other officers and positions appointed by the Mayor.

#### **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. 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.

**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 up to two (2) 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. Miscellaneous**

Unless appointed by means other than those listed in Section 2 of Chapter 3 of the Code of the City of Gardner, all Department Heads, Officers, Employees, Boards, and Commissions shall report to the Mayor and shall appear before the City Council whenever requested to do so, in writing by majority vote of the City Council.

**Section 2: 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 3: 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 4: 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.

**Section 5: 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 6: 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 of the Fire Department or, during their absence, the officer in charge of the Department hereby is authorized to go to another city, town or district for the purpose of aiding fire departments fire apparatus with personnel, and while in the performance of their duties in extending such aid, the members of the Department shall have the same immunities and privileges as if performing the same within the City of Gardner.
- iii. 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 7: 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 8: 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 9: 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 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 10: 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.

#### F. Emergency Management Division

##### Article I: Response to Calls for Mutual Aid

##### i. Authority of Police Chief

The Chief of the Police Department during their absence, the officer in charge of the Department and hereby is authorized to go to another city, town or district for the purpose of aiding its police department with police vehicles with personnel, and while in the performance of their duties in extending such aid, the members of each Department shall have the same immunities and privileges as if performing the same within the City of Gardner.

##### Article II: Mutual Aid Agreements

##### ii. Mutual Aid Programs for Police Purposes

The Mayor is hereby authorized under the authority granted by the General Laws of the Commonwealth, to enter into agreement between the City and any other city or town, or combination of other cities and towns, to provide mutual aid programs for police purposes in order to increase the capability of the City's Police Department to protect the lives, safety and property of the citizens of the City of Gardner and those of said other cities and towns which may be a party to such agreement.

##### iii. Contents of Agreements

Such mutual aid agreements as authorized hereunder may provide for the furnishing of personal services, supplies, materials, contractual services and equipment when the resources normally available to either the City or the other municipality which is a party to such agreement are not sufficient to cope with a situation which requires police action.

##### Article III: Civil Defense Division

##### iv. Division Established

- A. There shall be established in the City of Gardner a Civil Defense Department to be administered by a Director.

- B. The Director shall report to the Mayor and Chief of Police and shall appear before the City Council whenever requested to do so.

### **Section 11: 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 12: 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 13: 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.

D. Quorum

A quorum of each board shall be defined as a majority of the members appointed to each board, commission, or committee at the time of the meeting, unless otherwise specified by statute, charter, or any section of 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.

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 less than five (5) members but not more 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. Associate Members

The Council on Aging may have up to five (5) associate members, appointed by the mayor, and confirmed by the City Council for a term of one (1) year.

D. 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.

E. 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) members. 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. Meetings and records.

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 seven (7) 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 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 the General Laws of the Commonwealth, 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 three (3) members, but not more than seven (7) members.

### **Section 12: Municipal Grounds Commission**

- A. Commission established; membership; terms of office.
- i. There shall be established a Municipal Grounds Commission for the City of Gardner consisting of at least six (6), but not more than eight (8) members
  - ii. The Director of Public Works, who shall be a of the Commission during his term of office but may only vote to break a tie in a vote of the other members.
- B. Meetings.

The Commission shall hold meetings no less than quarterly during the course of the year. The Secretary shall keep accurate minutes and records of all meetings of the Commission. The Director of Public Works shall not hold office within the Commission.

#### C. Duties

The Commission shall be an advisory body and shall advise the Director of Public Works, Mayor and City Council on matters relating to the Municipal Grounds Division.

### **Section 13: 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 14: 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 15: 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 Code of the City of Gardner
- 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 16: 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 36:** 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 37:** 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 38:** 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 39:** 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 40:** 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 41:** 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 42:** 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 43:** 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 44:** 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 45:** Section 16 of Chapter 171 of the Code of the City of Gardner, entitled “Grant of Sick Days” shall be amended by replacing “15 days” with “one hundred sixty (160) hours”

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

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

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

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

Section 21: For employees hired before October 17, 1995, in the event that the employee shall die prior to retirement, if the employee has accumulated sick leave, shall be granted pay for such accumulation not to exceed fifty (50) full days of pay, plus an additional fifty percent (50%) of the daily rate for accumulated days over and above the first fifty (50) days, not to exceed a total of one hundred thirty (130) days paid (equivalent to ninety (90) full days of total pay.- 50 full days and 80 at 50%) Payment shall be paid to the estate of said deceased employee.



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

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

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

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

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

**Section 25: Grant of Leave**

- A. A full-time and regularly part-time employees, not covered by a collective bargaining agreement, shall be granted bereavement leave without loss of regular straight-time pay for normally scheduled working hours as follows:
- 1) Five (5) consecutive days for the death of an immediate family member of the employee, which shall include a spouse, parent, step-parent, sibling, step sibling, children, step-children, or a person living in the immediate household of the employee.
  - 2) Three (3) consecutive days for the death of family members of the employee, which shall include parent of spouse or grandparent.
  - 3) Two (2) consecutive days for an employee’s niece, nephew, sibling in-law, child in-law, aunt, or uncle.
- B. If there is a delay in scheduling services, the employee may request a delay in their use of this benefit until that time. This request should be directed to the employee’s department director.

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

**SECTION 52:** Section 26(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 Time

- 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 forty (40) hours of personal time per calendar year at the employee’s normal straight-time pay for normally scheduled hours. A personal day for part-time employees will be equal to one-fifth (1/5) of the employee’s regular work week.
- b. Upon termination, resignation, or retirement, the annual allotment of personal time for the year in which the employee’s employment ends shall be prorated quarterly from the date the employee’s employment ends as follows:
1. January 1<sup>st</sup> to March 31<sup>st</sup>: thirty-two (32) hours
  2. April 1<sup>st</sup> to June 30<sup>th</sup>: twenty-four (24) hours
  3. July 1<sup>st</sup> to September 30<sup>th</sup>: sixteen (16) hours

**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 Hours |
|--------------------------|--------------------------|
| January 1 to March 31    | 40                       |
| April 1 to June 30       | 32                       |
| July 1 to September 30   | 24                       |
| October 1 to December 31 | 16                       |

**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 words “other” and “or officers” 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 71:** 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 53(A) of Chapter 171 of the Code of the City of Gardner, thereof entitled “Vacation,” be deleted in its entirety.

**Section 76:** 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 77:** 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 78:** Section 54 of Chapter 171 of the Code of the City of Gardner, thereof entitled, “Personal Time,” be deleted in its entirety and replaced with the following:

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

- October 1<sup>st</sup> through December 31<sup>st</sup>: One (1) Day

C. Newly hired department heads shall be granted personal leave according to the following schedule:

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

**SECTION 79:** 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:

A. 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.

B. 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.

C. 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 80:** 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 81:** 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 82:** 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 83:** 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 84:** 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 85:** 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 86:** 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 87:** 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 88:** 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 89:** 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 90:** 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.

# **OPINIONS FROM THE LAW DEPARTMENT**

# CITY OF GARDNER LAW DEPARTMENT

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November 26, 2024

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

**RE: 11289 – An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled “Administrative Legislation” M.G.L. c. 41 section 61A**

Dear Council President Kazinskas,

During the November 18, 2024, informal meeting of the City Council, a question was presented relative to the statutory restriction on temporary appointments made by the Mayor as set forth in *M.G.L. c. 41 section 61A*. I have been asked to offer an opinion to provide further assistance in connection with the Mayor's appointing authority.

The statute is set out in pertinent part in the margin<sup>1</sup>. Mayor to make temporary appointments of the city auditor, city treasurer, and city collector of taxes. These positions are specifically called out in the statute, as these positions are filled by the City Council. The Gardner City Charter provides “SECTION 9. The city clerk, city treasurer, city auditor and city collector

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<sup>1</sup> [1] § 61A. **Appointment of Temporary Officers; Terms of Office; Bond; Powers and Duties.** If the office of city auditor, city treasurer, city collector of taxes or other officer having charge of a city department is vacant, or if any such officer, because of disability or absence, is unable to perform his duties, the mayor, without confirmation by the city council, any provision of a city charter to the contrary notwithstanding, shall appoint a temporary officer to hold such office and exercise the powers and perform the duties thereof until another is duly elected or appointed and has qualified according to law, or the officer who was disabled or incapacitated resumes his duties; but no such temporary officer shall be appointed under this section for a period longer than sixty days. ... *G.L. c. 41, § 61A* .

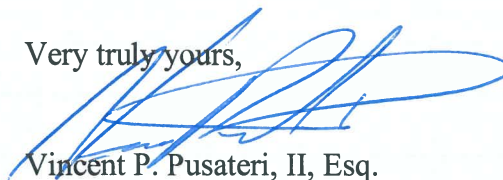
of taxes shall be elected by the city council for terms of three years and may be removed at any time by two thirds vote of the city council.” *Gardner City Charter Section 9.*

The rationale that supports empowering the Mayor’s office to make these appointments is the potential event of a sudden vacancy in these critical city departments. The proposed ordinance change does not include the Mayor’s ability to make these temporary appointments. The City should seek an amendment to the proposal to include these three positions.

Next temporary appointments of department heads (“officers having charge of a city department”) is similarly restricted to 60 days. The statute does not empower the Mayor to make these appointments as the Mayor is empowered to do so by the Charter. “SECTION 6. All heads of departments and members of municipal boards, ... shall be appointed by the mayor, subject to confirmation by the city council...” *Gardner City Charter Section 6.* However, the statute does restrict the temporary appointment without City Council’s approval. The Mayor’s executive authority to make all other temporary appointments is unaffected by the statute as the Charter provides the authority. The Charter provides, “SECTION 4. There shall be a mayor, elected by and from the qualified voters of the city, who shall be the chief executive officer of the city. *Gardner City Charter Section 4.* It continues, “Should an appointive officer of the city be temporarily unable for any cause to perform his duties, the mayor or the city council, whichever has the power of original appointment, may make a temporary appointment of some person to act until the official shall resume his duties”. *Gardner City Charter Section 32.* This would include all other officers, board members, and commissioners who are not department heads.

Therefore, when it comes to amending the code, the Mayor should maintain the authority to appoint 1) the city auditor; 2) the city treasurer; 3) the city collector of taxes; and 4) the department heads, temporarily, but not longer than 60 days. However, for all other temporary appointments, besides those identified above, there is no statutory limit on the temporary appointment. Any other limitation on the Mayor’s appointment authority would erode the separation of powers.

Very truly yours,



Vincent P. Pusateri, II, Esq.  
Assistant City Solicitor

# CITY OF GARDNER LAW DEPARTMENT

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City Solicitor

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Assistant City  
Solicitor



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November 26, 2024

Council President Elizabeth J. Kazinskas  
Gardner City Council.  
95 Pleasant St,  
GARDNER, MA 01440

**RE: 11289 – An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled “Administrative Legislation.”**

Dear Council President Kazinskas,

During the City Council informal hearing on November 18, 2024 the Law Department was requested to supply an opinion letter in connection with whether or not the Gardner City Ordinance can be amended to permit the Mayor, with City Council approval, to appoint a range of members to the Boards and Commissions identified in 11289 – An Ordinance to Amend the Code of the City of Gardner, Part 1, thereof entitled “Administrative Legislation.”

It is legally possible to do this, however, the City should further amend the ordinances to define what a quorum would be for each Board and Commission, in which a range of members is permitted. If the City moves in this direction, then, after further investigation, I advise that the quorum of a public body be defined by ordinance to be a majority of the members serving on the body. See *G.L. c. 30A, § 18*.

The Open Meeting Law defines a quorum as a simple majority of the members of a public body, unless otherwise provided in a general or special law, executive order, or other authorizing provision. *Id.* The statute states, “‘Quorum’, a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order or other authorizing provision.” *Id.*

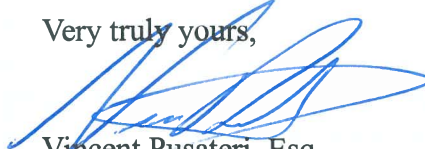
Please note that almost all Boards and Commissions are controlled by a statute and time has not permitted me to analyze each enabling statute against the proposed amendments or the

advice contained in the opinion letter. However, I request the opportunity to continue to review each of the Boards and Commissions against the proposed amendment and this opinion.

The Zoning Board of Appeals is one example as to why a more nuanced review would be appropriate, because in that statute, the quorum is defined.

Therefore, the Mayor, with City Council approval, may pass an ordinance that allows for a range of members to the Boards and Commissions. However, a further review should occur to ensure the nuances with each Board and Commission are identified and considered when doing so.

Very truly yours,



Vincent Pusateri, Esq.  
Assistant City Solicitor

# **RED LINED EDITS**

**Councillor Calvin Brooks:**

Page 5

**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, **except those employees of the School Department or those covered by collective bargaining agreements.**

Page 6:

**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 ninety (90) sixty (60) days for all Department Head positions, and ninety (90) days for all other officers and positions appointed by the Mayor.**

See attached for all other notes

**Councillor Elizabeth Kazinskas:**

Page 7:

Section 1

~~A.— 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.~~

Section 2:

~~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.~~

### Historical Commission

Page 27

#### Section 11: Historical Commission

##### A. Establishment

There is hereby established, under the provisions of the General Laws of the Commonwealth, 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.

### Law Department

Page 20

##### A. Quorum

A quorum of each board shall be defined as a majority of the members appointed to each board, commission, or committee at the time of the meeting, unless otherwise specified by statute, charter, or any section of the Code of the City of Gardner.

Director of Human Resources, Amanda Morse:

All changes replace the references to "Days" with the equivalent "Hours" to making time tracking more manageable.

**Page 32:**

**SECTION 46:** Section 16 of Chapter 171 of the Code of the City of Gardner, entitled “Grant of Sick Days” shall be amended by replacing “15 days” with ~~twenty (20) days~~ “one hundred sixty (160) hours”

**SECTION 47:** 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~~ **time** shall be credited to employees on January 1<sup>st</sup> of each year. Employees may carry an unlimited number of unused sick ~~days~~ **time** at the end of the year into the next year. Sick time shall not be used in less than one (1) hour increments.

**Page 34:**

**SECTION 55:** 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 ~~five (5) personal days (equivalent to 40 hours)~~ **forty (40) hours of personal time** per calendar year at the employee’s normal straight-time pay for normally scheduled hours. A personal day for part-time employees will be equal to one-fifth (1/5) of the employee’s regular work week.
- b. Upon termination, resignation, or retirement, the annual allotment of personal time for the year in which the employee’s employment ends shall be prorated quarterly from the date the employee’s employment ends as follows:
  1. January 1<sup>st</sup> to March 31<sup>st</sup>: ~~four (4) days~~ **thirty-two (32) hours**
  2. April 1<sup>st</sup> to June 30<sup>th</sup>: ~~three (3) days~~ **twenty-four (24) hours**
  3. July 1<sup>st</sup> to September 30<sup>th</sup>: ~~two (2) day~~ **sixteen (16) hours**

**SECTION 58:** 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 <del>Days</del> <b>hours</b> |
|-------------------------|-------------------------------------------------|

|                          |                  |
|--------------------------|------------------|
| January 1 to March 31    | <del>5</del> -40 |
| April 1 to June 30       | 4- <del>32</del> |
| July 1 to September 30   | <del>3</del> -24 |
| October 1 to December 31 | 2-16             |

**Page 35:**

**SECTION 65:** 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.

**Page 36:**

**SECTION 68:** 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.

**Page 37:**

**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.

**Page 38:**

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

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

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

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

C. Newly hired department heads shall be granted personal leave according to the following schedule:

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

**Page 39:**

**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:

A. 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.

**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.”

**PROPOSED EDITS  
RECEIVED**

## Comments on Item #11289—Administrative Legislation

### **Section 30**—Section 1: Compensation

Should there be language added stating “excepting School Department employees and employees covered by collective bargaining agreements”?

### **Section 30**—Section 4: Temporary Appointments

MGL Chapter 41, section 61A allows for temporary appointments up to 60 days, so the language should be changed from “90” days to “60” days.

### **Section 34**—Chapter 6 Executive Departments

The proposal uses language creating sizes of “up to” a certain number for boards and commissions. Should the city code establish a specific size for each?

Section 2: Assessing Department—remove “up to five (5) but no less than”, thereby establishing a board of three members.

### **Section 35**—Chapter 7 Boards and Commissions

The proposal uses language creating sizes of “up to” a certain number for boards and commissions. Should the city code establish a specific size for each?

Section 2: Airport Commission—remove “not less than three (3) nor more than eleven (11)” and insert a fixed number of members. (What is the Airport Commission’s current size?)

Section 3: Bandstand Committee—current code says no less than three members. Do we want to fix the number or is this one committee that can be as large as desired?

Section 4: Board of Health—remove “not less than three (3) members but no more than seven (7) members” and insert a fixed number of members. (What is the Board of Health’s current size?)

Section 7: Cemetery Commission—remove “no more than five (5) members but not less than seven (7) members” and insert “three (3) members” which is the current size of the commission.

Section 8: Council on Aging—remove “at least seven (7) members but not more than eleven (11) members” and insert “seven (7) members” which is the current size of the council.

Section 9: Disability Commission—remove “not less than seven (7) members and not more than nine (9) members” and insert “seven (7) members” which is the current size of the commission.

Section 10: Golf Commission—remove “not less than five (5) members, but more than seven (7) members” and insert “five (5) members” which is the current size of the commission.

Section 11: Historical Commission—remove “not less than seven (7) members,

but not more than eleven (11) members” and insert “seven (7) members” which is the current size of the commission.

Section 12: Municipal Grounds Commission (Ai)—remove “at least six (6), but not more than eight (8) members” and insert “six (6) members, five (5) of whom shall be appointed by the mayor, subject to City Council confirmation” as is currently done on the commission.

Section 12: Municipal Grounds Commission (Aii)—remove “who shall be a” and insert “who shall be the sixth member” as is currently done on the commission.

Section 13: Planning Board—remove “no less than five (5) members, no more than nine (9) members” and insert “five (5) members” which is the current size of the board.

Section 16: Youth Commission—remove “no less than three (3) members and” which leaves the size as no more than seven (7) members, which is the current code. Do we want to fix the number or is “no more than” acceptable for this commission?

**Section 36**—Is there a Section 36?

**Section 46**—Sick time increased from 15 to 20 days per year.

**Section 55**—Personal days increased from 3 to 5 days per year.

**Section 65**—Vacation time increased by one week.

**Section 77**—Vacation time for department heads increased by one week.

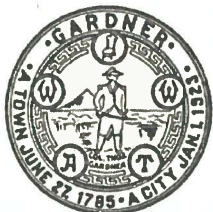
**Section 79**—Personal time for department heads increased from 3 to 5 days.

**Section 80**—Sick time for department heads increased by one week

**Section 81**—Sick leave incentive time for department heads equal to 4 hours.

**Comment on Sections 46 to 81**—Do all grants of time-off need to be increased to attract and keep employees. For example, does sick time need to increase by one week? There is also a difference between a half day and 4 hours, and department heads are exempt employees, so should not be tracking their time in hours.





Gardner Historical Commission  
City Hall, 95 Pleasant Street  
Gardner, Massachusetts 01440-2630  
[www.gardner-ma.gov](http://www.gardner-ma.gov)

20 November 2024

Honorable Michael J. Nicholson  
Mayor of the City of Gardner  
95 Pleasant Street, Room 125  
Gardner, MA 01440-2630

Re: Pending Amendment to City Code, New Section 11, Historical Commission

Dear Mayor Nicholson:

At its meeting of November 19, 2024, the Historical Commission voted to request that the proposed amendment to the City Code under Council Calendar No. 11289, specifically Section 35, adding a new Chapter 7, Section 11: Historical Commission, be amended to read, as follows:

“The commission shall consist of not less than three nor more than seven members.”

This amendment is consistent with the limitations placed on the establishment of the Commission membership pursuant to the provisions of Section 8D of Chapter 40 of the General Laws.

Thank you very much for your kind attention and consideration in this matter of mutual concern.

Very truly yours,

*Charles M. LaHaye/a*

Charles M. LaHaye  
Commission Chair

CML/aa

Cc: City Council

## **City Council Rules Proposed Changes**

### **Rule 1**

The City Council shall hold regular meetings on the first and third Mondays of January, February, March, April, May, June, September, October, November and December and 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 and place. All regular meetings shall be called at 7:30 o'clock p.m. in the Council Chamber in the City Hall. An annual calendar of regular meetings shall be compiled, published, and distributed to Council members at the first regular meeting of the year. Special meetings of the City Council may be called by the President and shall be called at any time upon the written request therefore being made to the City Clerk by at least two members of the City Council.

### **Rule 2**

The President shall take the chair at the hour of the regular meeting of the Council or at the hour to which the Council has adjourned, whether in special or regular meeting, and call the members to order on the appearance of a quorum. They shall cause the minutes of the preceding meeting to be read, at which time errors or omissions, if any, shall be corrected. They shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council. They may call any member to the chair for a period of time not exceeding beyond an adjournment; and when out of the chair the President may participate in any debate; but shall not resume the chair while the same question is pending. They shall appoint all standing committees of the Council. In their absence a President Pro Tempore shall be chosen by roll call vote.

### **Rule 3**

The President may, at their discretion, appoint a Councillor to act as a Council liaison on a particular matter. The particular matter and the Councillor so appointed shall be communicated in writing to the Mayor and the Council at the time of appointment.

### **Rule 4**

All principal or main motions shall be reduced to writing if the Chair or any member requires it. When made and seconded, it shall be stated by the President, or, being written shall be read by the President or Clerk and may be withdrawn before decision or amendment or any disposition thereof has been made, or vote thereon.

### **Rule 5**

To obtain the floor, a member shall address themselves to the Chair, upon recognition by the Chair; they shall not speak more than twice on any one question without permission of the Council, nor more than five minutes at any time.

### **Rule 6**

On all questions and motions, the President shall take a vote of the Council by voice vote of the yeas and nays, except those questions and motions so required by rule, ordinance, or law to require a roll call

vote, or those that require more than a simple majority, or when so requested by any Councillor that a roll call vote be taken.

### **Rule 7**

No ordinance shall be passed finally on the date on which it is introduced, except in case of special emergencies involving the health or safety of the people or their property.

No ordinance shall be regarded as an emergency measure unless the emergency is defined and declared in a preamble thereto separately voted on and receiving affirmative vote of two-thirds of the members of the Council.

No ordinance making a grant, renewal or extension whatever its kind or nature of any franchise or special privilege shall be passed as an emergency nature, except as provided in Sections 70 and 71 of Chapter 164 of the General Laws and in Chapter 166 thereof, no such grant, renewal or extension shall be made otherwise than by ordinance.

Every proposed ordinance, except emergency measures as hereinbefore defined, shall at least ten days before its passage, be published in full in at least one newspaper of the city, and in any additional manner that may be provided by ordinance.

After final passage, it shall in the same manner as before, again be published once, as amended and completed, except in the case of an emergency ordinance which may be passed as hereinabove provided and which shall take effect on its passage, and shall so be published at the earliest practicable moment.

No appointment shall be acted on by the Council until at least ten days after it shall have been filed with the City Clerk, whose duty it will be forthwith to notify the members of the Council of the filing of said appointment. After an ordinance shall have been passed, a written or printed copy shall be prepared by or under the direction of the clerk, and, after having been compared by the Clerk with the original, the same shall be signed by the Mayor, or in the absence of the Mayor, by the President of the Council, and shall be thereupon preserved by the Clerk in a book provided for the purpose.

### **Rule 8**

Amendments may be offered to all questions and motions before the Council and shall be in order until the vote to which the amendment is offered is called. A Councillor offering an amendment is exempt from Rule 5 floor access limitations and permission requirements. A Councillor in receipt of a newly offered amendment may request a 10 minute recess at any time prior to the vote being called on the question or motion to which the amendment is offered, and the President shall call the requested recess prior to the vote being called.

### **Rule 9**

A motion to reconsider a motion shall only be in order at the same meeting, or at the next regular meeting, when a motion for reconsideration is decided, the decision shall not be reconsidered. No

motion to reconsider shall be entertained unless made by a member voting on the prevailing side. For purposes of the application of Robert's Rules of Order, a session is defined as the two-year term in which the members of the Council were elected.

### **Rule 10**

All papers addressed to the Council shall be presented by the President or by a member in their place and they shall lie on the table to be taken up in the order in which they are presented unless the Council otherwise directs. All by-laws passed by the City Council shall be termed "Ordinances" and the enacting style shall be: "Be it Ordained by the City Council of the City of Gardner."

### **Rule 11**

The Clerk shall attend and keep the records of all meetings of the Council, shall have the care and custody of all records, of all documents, maps, plans and papers respecting the care and custody of which no other provision is made. They shall prepare for the Council a copy of the Orders of the Day, to which shall be added a list of matters laid on the table or postponed to a day certain, provided, however, that any matter may be admitted by a two-thirds vote of the Council.

### **Rule 12**

Each Standing Committee of the City Council shall maintain records of its meetings, setting forth the date, time, place, members present or absent and action taken at each meeting, including executive sessions in a manner as determined by the Standing Committee. Said records shall be delivered to the City Clerk who shall maintain them as the Keeper of the Records.

### **Rule 13**

The following Standing Committees shall be appointed by the President and the President shall be a ex-officio member without voting rights:

1. The Committee on Public Service, composed of three members, the first named member thereof to be Chair; this Committee shall have oversight of legislative matters associated with the following: Cemetery Commission, Conservation Commission, Engineering & Survey, Flood Plain, Municipal Grounds Commission, and the Public Works Department
2. The Committee on Public Safety, composed of three members, the first named member thereof to be Chair; this Committee shall have oversight of legislative matters associated with the following: Animal Control, Flammable Storage Licenses, Automobile Dealers Class I, II and III, Fruit/Vegetable Peddlers, Board of Health, License Commission, Bowling Alley/Billiard Table Licenses, Office of Emergency Management, Building and Inspectional Services, Police Department, Constables, Sealer of Weights & Measures, Dealers in Second Hand Articles, Traffic Commission, Fire Department, and Transportation
3. The Committee on Public Welfare, composed of three members, the first named member thereof to be Chair; this Committee shall have oversight of legislative matters associated with the following: Airport Commission, Library Trustees, Cable TV Commission, Montachusett Regional Vocational Technical School, Council on Aging, Planning Board, Cultural Council, Public School Department, Disability Commission, Recreation, Golf Course Commission,

Severy School Trustees, Greenwood Memorial Pool Trustees, Veterans Agent, Historical Commission, Youth Commission, Housing Authority, Zoning, Industrial Development, and the Zoning Board of Appeals.

4. The Committee on Finance, composed of three members, the first named member thereof to be Chair; this Committee shall have oversight of legislative matters associated with the following: Board of Assessors, Human Resources, Budget, Information Technology, City Auditor, Law Department, City Clerk, Purchasing, City Collector/Treasurer, Redevelopment Authority, City Hall, Registrar of Voters, Civil Code Enforcement, Rules, Claims, Salary, Community Development and Planning, Vacancies, and the Contributory Retirement Board.
5. The Committee on Appointments, composed of three members, the first named member thereof to be Chair; this Committee shall have oversight of legislative matters associated with the following: Appointments.

Every Council member must be appointed to a committee, unless they make a request, in writing, to the President that they not be appointed to any committee.

#### **Rule 14**

All items, complaints, applications, or referrals shall be made in writing to the Clerk. The Clerk in consultation with the President shall assign the matter to the proper Committee for study, report, and other action as determined by the Committee. No matter referred to a Committee may be taken up by the Council during a regular meeting absent a report of the Committee to which the item has been referred. An item may not appear on the Council Calendar without first being referred to a Committee unless such request is made in writing to the Clerk, and the Clerk attains the assent of the Council President and the Chair of the Committee to which the matter would have otherwise been referred.

#### **Rule 15**

The following order of business shall be adopted for Council meetings:

1. Call to Order
2. Roll Call
3. Opening Prayer
4. Pledge of Allegiance
5. Announcement of Open Meeting Recordings
6. Reading of Minutes of Prior Meetings
7. Public Hearings
8. Communications from the Mayor
9. Petitions, Applications, Communications, Etc.
10. Report of Standing Committees in the following order:
  - a. Public Service
  - b. Public Safety
  - c. Public Welfare
  - d. Finance
  - e. Appointments

11. Unfinished Business and Matters for Reconsideration
12. New Business
13. Council Comments and Remarks
14. Closing Prayer
15. Adjournment

**Rule 16**

Whenever an ordinance, resolution or vote is required by law to be presented to the Mayor, the City Clerk shall present the same without delay and shall enter upon the records of the City Council the date upon which it is presented and approved.

**Rule 17**

All officers not appointed shall be elected by a voice vote, each member who is present answering to their name when it is called by the Clerk or other proper officer, and stating the name of the person for whom they voted, or declining to vote, as the case may be; and the Clerk or other proper officer shall record every such vote.

**Rule 18**

In case of a vacancy which occurs for the position of City Clerk, City Treasurer, City Auditor and Collector of Taxes, which appointments are made by the City Council as provided by Section 9 of the City Charter; therefore, any qualified person who files an application for any one of the above mentioned positions shall be accorded the privilege of not having their application disclosed until the day of appointment.

**Rule 19**

These rules shall be the rules for all standing and special committees of the Council unless otherwise determined by the standing or special committee.

**Rule 20**

A rule may be suspended for a defined portion or entirety of a single meeting by majority vote of the Council on the motion of a Councillor. Motions to suspend a rule shall be prevailing, do not need a second, shall go into effect be there no objection, and in the event of an objection shall immediately be subject to a vote without discussion.

These rules shall be in force for the duration of the session unless suspended. A rule may be amended by a two-thirds vote of the Council after the proposed amendment has appeared on the Council agenda for two consecutive regular meetings. Any accepted amendment shall go into force at the next regular meeting following an affirmative vote unless otherwise determined by unanimous vote of the Council.

**Rule 21**

Robert's Rules of Order shall be the authority governing the conduct of business at all Council meetings, except as otherwise indicated in these rules.

# Proposed City Council Rule Changes

**Council President  
Elizabeth Kazinskas**

A dark gray diagonal graphic that starts from the bottom left corner and extends towards the top right corner, creating a triangular shape on the right side of the slide.

# Overview

## Updates & Goals

- Recognizing that women serve on the Council and as Council President
- Rule updates in regards to the Open Meeting Law
- Increased transparency and clear process



# Council Presidency Changes

- Removing the provision that the Council President is automatically Finance Committee Chair
- Allowing the Council President to appoint a special liaison

# Increased Transparency on Voting

## **Current Rules for Roll Call Votes**

- If required by law or ordinance
- By request of  $\frac{2}{3}$  of the Council present

## **Proposed Rule for Roll Call Votes**

- If required by law or ordinance
- By request of any Councillor present

# Increased Transparency on the Agenda

## Current Rule for the Agenda - Rule 13

- All items, complaints, applications, or referrals must be made in writing to the proper committee so that the committee may present the matter to the proper authority for action. This rule is made with the intention of reducing the calendar, if satisfactory results are not obtained through committee referrals, the matters may be listed on the calendar.

## Proposed Rule for the Agenda

- All items, complaints, applications, or referrals shall be made in writing to the Clerk. The Clerk in consultation with the President shall assign the matter to the proper Committee for study, report, and other action as determined by the Committee. No matter referred to a Committee may be taken up by the Council during a regular meeting absent a report of the Committee to which the item has been referred. An item may not appear on the Council Calendar without first being referred to a Committee unless such request is made in writing to the Clerk, and the Clerk attains the assent of the Council President and the Chair of the Committee to which the matter would have otherwise been referred.

# Increased Transparency on Amendments

## Current Rules for Amendments

- Amendments are in order at any time
- If requested, amendments must be submitted in writing

## Proposed Rule for Amendments

- Amendments may be offered to all questions and motions before the Council and shall be in order until the vote to which the amendment is offered is called. A Councillor offering an amendment is exempt from Rule 5 floor access limitations and permission requirements. A Councillor in receipt of a newly offered amendment may request a 10 minute recess at any time prior to the vote being called on the question or motion to which the amendment is offered, and the President shall call the requested recess prior to the vote being called.

# Increased Transparency on Council Rules

## Current Rules for Council Rules

- Any rule may be altered, amended or repealed by the affirmative vote of two-thirds of the members of the Council and not otherwise.
- Robert's Rules of Order shall be the authority governing the conduct of business at all Council meetings, except as otherwise indicated in these rules.

## Proposed Rule for Council Rules

- A rule may be suspended for a defined portion or entirety of a single meeting by majority vote of the Council on the motion of a Councillor. Motions to suspend a rule shall be prevailing, do not need a second, shall go into effect be there no objection, and in the event of an objection shall immediately be subject to a vote without discussion.
- These rules shall be in force for the duration of the session unless suspended. A rule may be amended by a two-thirds vote of the Council after the proposed amendment has appeared on the Council agenda for two consecutive regular meetings. Any accepted amendment shall go into force at the next regular meeting following an affirmative vote unless otherwise determined by unanimous vote of the Council.
- Robert's Rules of Order shall be the authority governing the conduct of business at all Council meetings, except as otherwise indicated in these rules.

# Current Rules Proposed to be Removed

- Rule 3: Every member present when he is not excluded by interest, shall vote upon questions presented, unless the Council by vote excuses him; application to be excused on any questions must be made before the Council is divided, or before any vote is taken and shall be decided without debate. No member shall leave without permission if his presence is necessary to make a quorum.
- Rule 8: Any member may call for a division of the question, and such division shall be made when the same shall be admitted by the Council.

# Current Rules Proposed to be Removed

- Rule 15: All matters of every description to be presented to the regular meeting of the City Council shall be filed with the Clerk of the Council no later than twelve o'clock 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 he may deem necessary, and shall cause the same to be printed and distributed among the members of the Council prior to each regular meeting; the Council may by a vote of at least two-thirds of its members, admit any matter for consideration at any meeting, but that no such matter shall be finally disposed of at the meeting except by affirmative vote of two-thirds of all the Council, and then only as provided by Section 28 of the City Charter. No money order will be considered under new business unless it is an emergency.
- Rule 16: 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 two-thirds of all 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 the meeting except by affirmative vote of two-thirds of all members of the Council, and then only as provided by Section 28 of the City Charter.

# Other Minor Changes

**Rule 1** adds an additional requirement that the annual schedule of regular Council meetings be published at the beginning of the year.

**Proposed Rule 19** sets the Council Rules as the Rules for Standing and Special Committees.





**CITY of GARDNER**  
**Office of the City Auditor**

John Richard, City Auditor  
95 Pleasant Street, Room 126  
Gardner, MA 01440

Phone: 978-632-1900 ext. 8020 • Fax: 978-630-3778  
Email: jr理查德@gardner-ma.gov

To: City Council

Re: Money Orders for consideration on December 02, 2024

Listed below are balances in various ledger accounts that pertain to Money Order transfers for your consideration.

These balances are as of November 27, 2024:

|                                                   |             |    | <u>Money<br/>Order</u> | <u>Balance</u>  |
|---------------------------------------------------|-------------|----|------------------------|-----------------|
| Free Cash                                         | 10000-35400 |    |                        | \$1,944,380.00  |
| Free Cash Certification Update additional funding | 10000-35400 | \$ | 514,000.00             | \$ 2,458,380.00 |
| to Debt Services for Principal- Inside Debt       | 17710-57600 | \$ | 356,049.00             | \$ 2,102,331.00 |
| to DPW for New Equipment Expense                  | 14421-55123 | \$ | 100,000.00             | \$2,002,331.00  |
|                                                   |             |    |                        | \$2,002,331.00  |

| STABILIZATION FUNDS          | CUR BAL             |
|------------------------------|---------------------|
| ASSESSOR STABILIZATION FUND  | \$ 100,392          |
| MAIN CITY STABILIZATION FUND | \$ 3,162,705        |
| OPEB STABILIZATION FUND      | \$ 268,143          |
| VEHICLE STABILIZATION FUND   | \$ 16,254           |
|                              |                     |
| <b>TOTAL</b>                 | <b>\$ 3,547,494</b> |

The Snow & Ice account currently has available \$231,593.74  
14421-52210

Sincerely

copies: Mayor  
City Clerk

John Richard  
City Auditor