

WARD COUNCILLORS

- 1 – David R. Thibault-Muñoz
- 2 – Dana M. Heath
- 3 – Paul G. Tassone
- 4 – Karen G. Hardern
- 5 – Aleksander H. Dernalowicz, Esq.

COUNCIL PRESIDENT

George C. Tyros

COUNCILLORS AT LARGE

- Calvin D. Brooks
- Craig R. Cormier
- Brad E. Heglin
- Elizabeth J. Kazinskas
- Judy A. Mack

**CITY OF GARDNER
MASSACHUSETTS**

CITY COUNCIL



FINANCE COMMITTEE MEETING NOTICE

Date: Wednesday, January 15, 2025
Time: 4:00 P.M.
Location: City Council Chambers, City Hall

AGENDA

CALL TO ORDER

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.

I. First Time on the Agenda

11457 – An Ordinance to Amend the Code of the City of Gardner to have the Community Development Block Grant Steering Committee Meet Monthly. *(Submitted by Councillor George Tyros)*

11458 – A Communication from the Mayor Regarding the Appointment of the Review Committee for the Request for Proposals for Grant Writing and Lobbying Services

11459 –A Communication from the Mayor regarding the awarding of a contract for up to 5-years for Grant Writing Services to Keller Partners Company.

11460 – A Communication from the Mayor Regarding the Execution of the Collective Bargaining Agreement between the City and the Teamsters, Local 170- Inspectors Union.

11461 – A Communication from the Mayor Regarding the FY2026 Budget.

11462 – A Communication from the Mayor Regarding the Receipt of Prison Mitigation Funds from the Commonwealth for FY2025.

11463 – A Communication from the Mayor Regarding the Snow and Ice Expense Account as of January 7, 2025.

11464 – An Order Authorizing the Creation of a new Human Resources Manager Position for the City’s Human Resources Department.

11465 – A Measure Accepting a Donation of Land from the Gardner School Committee for Elm Street Resurfacing and Repaving as part of the Safe Routes to School Project

II. Referred to Finance

11454 – Report on the Investigation of the Maki Park Project. *(In the City Council and Referred to Finance Committee 12/16/2024)*

ADJOURNMENT

NOTICE: The listing of Agenda items are those reasonably anticipated by the Chairman which may 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 COUNCIL OF GARDNER

Aleksander H. Dernalowicz

Aleksander H. Dernalowicz
Chair, Finance Committee

From: [George Tyros](#)
To: [Titi Siriphan](#)
Cc: [Elizabeth Kazinskas](#)
Subject: Ordinance Proposal Submission
Date: Monday, December 16, 2024 9:41:43 AM

Madam Clerk,

Please find below my proposed ordinance I hereby respectfully submit to the Finance Committee.

Thank you,
George

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

The Community Development Block Grant Steering Committee shall meet monthly. This requirement may be waved by either the City Council President, or the City Council Representative to the Steering Committee. The Community Development and Planning Department shall, on the first day of the month on which City Hall is open, notify the City Council President, and the City Council Representative to the Steering Committee that a meeting will occur for that month, or initiate the request to forgo the meeting.

George Tyros (He/Him)
Councillor At-Large
Gardner, MA
978.340.1449



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

December 16, 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 Appointment of the Review Committee for the Request for Proposals for Grant Writing and Lobbying Services

Dear Madam President and Councilors,

As I have done in the past, I am writing to notify you of the review committee that I have appointed for the proposals received for the City's Grant Writing and Lobbying Services contract.

Councilor Brad Heglin – As I have done in the past, I have included a member of the City Council on the committee. Having proposed several resolutions this past year relating to projects that could rely on grant funding, I thought him to have an interesting view point on how the work of this contractor may relate to the City's long term vision and goals.

Ayn Yeagle, Executive Director of Growing Places, LLC. – Director Yeagle has an extensive background in grant writing and administration through her current work as the CEO of Growing Places, and in her previous positions in the North Central Mass. area. Just in her work at the Waterford Community Center, she has brought in several hundred thousands of dollars into the project in grant applications she has written and overseen.

Dr. Stephanie Marchetti, Executive Director of Montachusett Veterans Outreach Center – Dr. Marchetti also has a very strong background in grant writing and administration. As the current Director of MVOC and in her previous roles in higher education administration (which she also has her doctorate in), Dr. Marchetti has first hand knowledge of what this type of relationship should look like and what benefits it brings to the community.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 10, 2025

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 awarding of a contract for up to 5-years for Grant Writing Services to Keller Partners Company

Dear Madam President and Councilors,

At the unanimous recommendation of the review committee, I have directed the City's Purchasing Department to award the City's contract for grant writing and lobbying services to Keller Partners Company of Washington, DC.

The City received a total of seven (7) proposals from various companies. The full package of all proposals received were reviewed by the review committee of Councilor Brad Heglin, Ayn Yeagle- Executive Director of Growing Places, and Dr. Stephanie Marchetti- Executive Director of the Montachusett Veterans Outreach Center.

This contract is a contract for up to five (5) years, as approved by the City Council at the meeting of October 21, 2024.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

December 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 Execution of the Collective Bargaining Agreement between the City and the Teamsters, Local 170- Inspectors Union

Dear Madam President and Councilors,

On December 18th, 2024, the City of Gardner and the Teamsters Local 170 executed the inaugural collective bargaining agreement for inspectional services.

This union contract covers all non-department head inspectors in the City's building and health departments. (Assistant Director of Public Health, Food Inspector, Local Building Inspector (2), Electrical Inspector, Plumbing and Gas Inspector)

A copy of the fully executed contract is attached here for your information.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

CC:
Finance Committee
Public Safety Committee

PREAMBLE

This Agreement entered into by the City of Gardner, hereinafter referred to as the “Employer” or the “City,” and the Teamsters Union, Local 170, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION & SCOPE**

Item 1. Recognition: The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all full-time and part-time inspectional service employees excluding all managerial, confidential, casual and all other employees of the City of Gardner.

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

Item 3. A permanent full-time bargaining unit employee shall be defined as a bargaining unit employee who is scheduled to work a regular daily schedule throughout the calendar of the fiscal year for each hour that their department is normally scheduled for operations. This shall be thirty-seven (37) work hours per week.

Item 4. A permanent part-time bargaining unit employee shall be defined as a bargaining unit employee who is scheduled to work a regular daily schedule throughout the calendar of the fiscal year for a portion of the hours that their department is normally scheduled for operations, but not less than twenty (20) work hours per week.

Item 5. If any provision of this Contract or any application of this Contract to any bargaining unit employees covered by the terms of this Contract shall be contrary to Law, such provisions or application shall have effect only to the extent permitted by Law and all other provisions or applications of this Contract shall continue in full force and effect.

ARTICLE 2
MAINTENANCE OF STANDARDS

It is mutually agreed between the parties that all conditions of employment relating to hours of work and general working conditions shall be maintained and all rights and privileges and other benefits which are enjoyed by the employees covered by this Agreement which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement and shall remain in full force and effect.

ARTICLE 3
MANAGEMENT RIGHTS

Item 1. Except to the extent that there is contained in this Agreement an express and specified provision to the contrary, the City retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the Laws of the Commonwealth of Massachusetts to such City for the control, direction and management of the City and its work force, including but not limited to: The right to manage the affairs of the City and the Departments and to maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes and ordinances and collective bargaining agreement of the City and the assignment of bargaining unit employees to work; to require from each bargaining unit employee the efficient utilization of his/her service; to hire, promote, assign and retain bargaining unit employees; and to promulgate and support rules and regulations pertaining to the operations of the inspectional services departments and to the bargaining unit employees. The City shall not exercise such rights in derogation of the collective bargaining law or the terms of this Agreement.

Item 2. The City shall have the right to exercise its function of management and in the direction and supervision of the City's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures, conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of efficiency in inspector skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, City Council or any other appropriate officials as may be

authorized to act on their behalf, retains all rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Inspectors Unit.

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

- a. to determine the mission, budget and policy of the inspectional services department(s).
- b. to determine the organization of the inspectional services department(s), the number of employees, the work functions, and the technology of performing them.
- c. to determine the number, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility.
- d. to determine the methods, means and personnel by which the inspectional services departments' operations are to be carried out.
- e. to manage and direct employees of the Inspectional Services Unit.
- f. to maintain and improve orderly procedures and the efficiency of operations.
- g. to hire, promote and assign employees.
- h. to transfer, temporarily reassign, or detail employees to other shifts or other duties.
- i. to determine the equipment to be used and the uniforms to be worn in the performance of duty.
- j. to determine the policies affecting the hiring, promotion, and retention of employees.
- k. to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications.
- l. to lay off employees in the event of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical.
- m. to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned.
- n. to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
- o. to enforce existing rules and regulations for the governance of the Inspectional Services Unit and to reasonably and appropriately add to or modify such regulations as it deems appropriate.
- p. to suspend, demote, discharge, or take disciplinary action against employees in the performance of this function, and to determine its internal security practices.
- q. to maintain the efficiency of operations entrusted to the Department, by establishing and enforcing reasonable rules, regulations, policies and procedures.

The failure of Management to exercise any right shall not be deemed a waiver.

ARTICLE 4
EMPLOYEE RIGHTS & REPRESENTATION

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

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

Item 2. The members of the Union's bargaining committee limited to one (1) bargaining unit employee who is scheduled to work a tour of duty during collective bargaining negotiations shall be granted reasonable time without loss of pay or benefits for all meetings between the City, its agents or representatives and the Union for the purpose of the Contract or any supplement thereto.

Item 3. The Union shall have the right to designate a Union Steward and an alternate. The Union Steward shall be permitted to leave his/her post for and at any reasonable time during working hours, upon notification to his/her Department Director, or his/her designee, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Department Director or his/her designated representative without deduction from his/her pay for the time lost for such purpose. Union Stewards shall have no authority to take strike action, or any other action interrupting the City's business. The City recognizes these limitations upon the authority of the Union Steward and shall not hold the Union liable for any unauthorized acts. The Union reserves the right to remove the Union Steward at any time for the good of the Union.

Item 4. No more than one (1) Union Steward designated in advance by the Union to the City shall, during the life of the Contract, be granted reasonable time during working hours to process and settle grievances provided that such persons shall first require permission from the Department Director, or designee. Permission may be withheld by

the Department Director, or his/her designee, because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.

Item 5. No more than one (1) Inspectional Services Unit member shall be allowed without loss of pay to attend no more than one (1) Union convention or seminar annually.

Item 6. The Union shall keep the employer informed of any changes in the roster of officers or representatives.

Item 7. The City and the Union agree that no bargaining unit employees shall in any manner be discriminated against on account of membership or non-membership in the Union.

ARTICLE 5 **INSURANCE AND HOSPITALIZATION**

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

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

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

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

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

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

If the City wishes to change or add plans offered to collective bargaining unit members, it will present such changes or additions to the Insurance Advisory Committee. The Insurance Advisory Committee will evaluate such requests and shall then present their findings to their union membership and a vote shall be taken to determine whether or not the membership wishes to make the requested change or addition. The City will offer the approved changes for all bargaining units, if, and only if, 2/3 of the City's bargaining units vote to do so.

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

ARTICLE 6 **UNION DUES**

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off Dues, the City agrees to deduct Union membership dues, initiation fees and agency fees levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form. The Treasurer shall remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made monthly.

The City agrees that, upon receipt of appropriate written authorization, executed by such employee, it will remit the monthly aggregate amount of such deductions to the Treasurer of the Union. Payment shall start thirty (30) days following the date of employment.

ARTICLE 7 **WAGES**

Wages shall be paid in accordance with Appendix "A" and attached hereto and made part hereof.

Upon hiring, employees initial compensation shall be as set forth in Step 1 of the respective position. If a newly hired employee possesses all certifications required to perform the employee's job, such employee shall be compensated in accordance with Step 2 of the respective position. Employees who lack the required certifications to

perform the employee's job upon hiring, shall be eligible for compensation as set forth in Step 2 of the respective position upon receipt of said certification(s).

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Level 1. A bargaining unit employee with a grievance will first orally discuss it informally with his/her immediate supervisor. Unless the immediate supervisor is the Department Director, all decisions at this level shall be reported forthwith in writing to the Department Director and shall be subject to his/her approval. If the grievance is not orally discussed with his/her immediate supervisor within thirty (30) days after the aggrieved knew or should have known of the act or condition upon which the grievance is based, the grievance is waived.

Level 2.

- (a) If the grievance is not settled within five (5) working days after presentation at Level 1, the aggrieved bargaining unit employee or the Union may, within five (5) days thereafter, refer it in writing to the Department Head. There shall be a meeting with the Union and the Department Head as soon as practicable after the receipt of the written grievance. (A non-employee representative of the Union may attend such meeting).
- (b) If a written grievance is not received by the Department Head five (5) working days upon the completion of a Level 1 response, the grievance shall be considered waived by the union.

Level 3.

If the grievance is not settled within ten (10) working days of the receipt of the written grievance by the Department Head, the aggrieved bargaining unit

employee or the Union may submit said grievance in writing to the Mayor. There shall be a meeting with a representative of the Union and the Mayor, or his representative as soon as is practicable after receipt of the written grievance by the Mayor. (A non-employee representative of the Union may be present at this meeting).

Level 4.

If the grievance is not settled at Level 3, and if the grievance alleges a violation by the City or any of its agents or any of the provisions of this Agreement, this grievance shall, within thirty (30) days after written reference by the Union to the Mayor, be referred to arbitration as is hereinafter provided.

Item 3. Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement and/or which have not been submitted by either party to the Massachusetts Department of Labor Relations within the time prescribed. Failure to submit within the time prescribed shall waive the grievance.

Item 4.

- (a) Said Board of Arbitration shall confer with the representatives of the Union and the City and shall issue a decision and award, the reasons therefore, not later than twenty (20) days from the date of the closing of hearings, or if all hearings have been waived, then twenty (20) days from the day of final statements have been submitted to him.
- (b) The Arbitrator will be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The Arbitrator will be without power to add or to subtract from the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which is excluded from the Grievance and Arbitration procedures of the Contract. The decision of the arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150C of the Massachusetts General Laws.

Item 5.

The fee for Arbitrators, if any, will be borne equally by the City and the Union.

ARTICLE 9
WORK SCHEDULE

Section 1:

The regular workweek for the members of the City of Gardner Inspection Services Departments covered by this Agreement shall be as follows:

For all Full-Time employees:

Monday – Thursday: 8:00 AM to 4:30 PM

Friday: 8:00 AM to 1:00 PM

For all Part-Time employees:

Monday – Friday: 8:00 AM to 12:00 PM

Section 2:

The schedule for part-time employees may be as noted but can be adjusted upon agreement with his/her Department Director as it best suits the needs of the bargaining unit member's department.

Section 3 - Breaks:

- A. All full-time bargaining unit employees shall be entitled to a fifteen (15) minute coffee break in each one-half shift.
- B. Part time bargaining unit employees are entitled to a morning or afternoon break if they are scheduled during such period.

Section 4: Lunch Breaks:

Each employee shall be entitled to one 30 min lunch break during his/her 8-hour shift. If an employee is scheduled to work a double shift, that employee shall get an additional 30 min dinner break taken when their schedule permits.

ARTICLE 10 **OVERTIME PAY**

All hours worked for the City of Gardner in excess of the normal scheduled workday shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay (*applicable to non-exempt bargaining unit members only*).

Attendance at meetings after hours shall be considered an extension to the workday and non-exempt bargaining unit members shall be paid overtime for hours attending meetings over and above their normal work schedule.

Exempt bargaining unit members who are required to attend full day Saturday or Sunday special events to assist their Department Director in the performance of duties required for the event shall receive a workday off in lieu of said day to be used at his/her discretion.

Exempt bargaining unit members who are required to attend full day Saturday or Sunday special events due to the absence of his/her Department Director shall be paid out of grade for that day at the Director's rate of pay for the hours actually worked.

ARTICLE 11
CALL BACK

Inspectional Service Employees who are called back for overtime shall be paid for such hours he/she has actually worked, but in no event shall he/she be paid less than four (4) hours of compensation at his/her overtime rate of pay and double time on holidays and Sundays.

ARTICLE 12
CLOTHING

The annual clothing allowance for all bargaining unit members (full and part time) will be as follows:

July 1, 2023:	Six Hundred and Fifty (\$650.00) dollars.
July 1, 2024:	Seven Hundred (\$700.00) dollars.
July 1, 2025:	Seven Hundred and Fifty (\$750.00) dollars.

Clothing allowance will be paid on an annual basis on the last pay day in July. Any newly appointed bargaining unit member shall receive a prorated amount of clothing/uniform allowance for the balance of the remaining fiscal year at the time of his/her appointment.

It is hereby specifically understood that any protective equipment required by the city for an employee in the performance of his/her duty shall be supplied by the city and not considered part of his/her clothing allowance as set forth above. Any requirements for a new original issue or item of clothing or equipment prescribed by the Department shall be furnished to the members of the Department covered by this Agreement at the city's expense. It is understood that work clothing and equipment shall remain the property of the city and upon termination of employment, the employee shall immediately return all work clothing and equipment in his/her possession to the Department Head. It is further understood that any needed PPE in relation to any outbreaks of any level of any

illnesses, shall be provided by the City at no cost to the employees, at the employee's request.

ARTICLE 13
SAFETY AND DEFECTIVE EQUIPMENT

Item 1: The Union through a designated representative may bring to the attention of the Department Director and/or the Mayor specific safety concerns which may arise or develop during the life of this Agreement. Management shall, consistent with its authority, carefully consider any recommendations for dealing with these safety concerns.

Item 2: No employee shall be required to drive or to operate or to work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle, or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

ARTICLE 14
VACATIONS

SECTION 1

New employees will earn one day for each full month worked, up to ten (15) days per calendar year. For part-time employees, one (1) day will be equivalent to the total number of hours worked per week divided by five (5) days (i.e., one (1) day for twenty-five (25) hours per week will be equivalent to five (5) hours). This day will be credited the last day of each full month worked. The new employee shall continue to earn vacation in this manner until January 1st of the year following his/her anniversary date of employment. This vacation will only be allowed upon the completion of a probationary period of six (6) months. In no event shall a new employee be eligible for more than ten (15) days of vacation per calendar year.

SECTION 2

Bargaining unit employees shall be eligible for vacation leave with pay within the meaning of this section if the bargaining unit employee has actually worked for the City twenty-seven (27) weeks in the aggregate during the twelve months preceding the first day of June of each year. Vacation shall be credited to bargaining unit employees on

January 1st of each year but in no event shall any bargaining unit employee be eligible for more than two (2) weeks in the first year.

SECTION 3

Permanent bargaining unit employees subject to the above shall be entitled to the following working days of vacation:

Years of employment	Vacation entitlement
One to four	15 days (120 hours)
Five to nine	20 days (160 hours)
Ten to fourteen	25 days (200 hours)
Fifteen to nineteen	30 days (240 hours)
Twenty or more years	35 days (280 hours)

SECTION 4

During transition years of employment (i.e., five, ten or fifteen years), the additional week of vacation shall be granted on the anniversary date, with the full vacation granted every January 1st thereafter.

SECTION 5

Vacations must be taken in the calendar year in which they are granted, except that a bargaining unit employee, who during the calendar year, has not taken his normal vacation, may carry forward up to twice his/her annual vacation to the next calendar year. Any bargaining unit employee who has in excess of that amount of vacation accumulated on December 31 of any such year shall forfeit any amount in excess of the permitted accumulation. Vacation time may not be taken in less than one (1) hour increments.

SECTION 6

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

ARTICLE 15 **HOLIDAYS**

SECTION 1

All bargaining unit employees covered by this Agreement shall be granted holiday pay on each of the following twelve (12) legal holidays: New Years' Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day or on the day following any of the aforesaid holidays if it falls on Sunday, or either Friday or Monday, if the holiday falls on Saturday (whichever is determined to be the most convenient by the City Department by which bargaining unit employee is employed).

SECTION 2

The rate of pay for such holiday shall be the employer's regular rate of pay for the hours normally scheduled for such day when the bargaining unit employee is paid on an hourly basis, or 1/5 of any bargaining unit employee's weekly salary.

SECTION 3

In the event any such bargaining unit employee shall be required to work said holiday, they shall be paid double time pay for the actual hours worked and paid their regular hourly rate of pay for the remaining hours, if any (i.e., Monday holiday (8 hour day) – work four (4) hours paid double time – remaining four (4) hours paid at straight time).

SECTION 4

Permanent part-time bargaining unit employees covered by this Agreement shall be entitled to holiday pay based on their regular workday rate.

SECTION 5

City Hall will be closed the Friday after Thanksgiving.

ARTICLE 16 **SICK LEAVE**

SECTION 1

- (a) Commencing January 1, 2025, all full-time bargaining unit employees shall earn twelve (12) sick days per year to be allotted on January 1st of each year.

Newly hired employees shall earn sick leave at the rate of one day per month worked. Sick time will be credited to all newly hired employees on the last day of

each calendar month. New employees that start on or before the fifteenth of the month shall be credited with that month's sick leave accrual. In no event shall a new employee be eligible for more than twelve (12) days of sick leave per calendar year. On the first anniversary of the date of employment, they shall be credited with the difference between the number of days of sick leave they have earned up until such date, and twelve (12) leave days.

Sick Leave may be accumulated on an unlimited basis. Sick leave may not be taken in less than one (1) hour increments.

- (b) A doctor's certificate at the expense of the employee shall be required by the department director if an employee is absent from work three (3) consecutive days or more at one time. A doctor's certificate shall also be required if the department director, the Mayor or his/her designee has reasonable cause to believe that the employee may be abusing his/her Sick Leave.
- (c) Any bargaining unit employee claiming benefits under the Workers' Compensation or Sick Leave provisions of this Agreement shall submit to an examination at the expense of the City by a physician designated by the municipal employer as requested during the period of such disability.
- (d) Permanent part-time bargaining unit employees covered by this Agreement shall be entitled to sick leave based on their regular workday rate.
- (e) An employee may use up to a total of five (5) days of sick leave for the illness of an immediate family member who resides with an employee or an elderly parent or stepparent who resides alone or resides with an individual who is unable to assist them with care and lives within a reasonable distance from the employee. For the purposes of this paragraph "immediate family" will be defined as spouse, child (ren) and/or parent and a "reasonable distance" will be defined as being within a 125-mile radius of the employee's residence.
- (f) In the case where an employee has an approved FMLA leave for the birth of a child, the employee will be authorized to use sick time should he/she elect for the first three (3) weeks following the birth of the child to allow for the provision of care to the parent recovering from childbirth. This time may be extended upon request and the approval of the Mayor in the event of unforeseen medical circumstances requiring additional time for the care of the parent recovering from childbirth or for the child occurs.
- (g) In the event that a bargaining unit member shall leave the employment of City (whether voluntarily or involuntarily), the annual allotment of sick time will be

prorated based upon the month of their separation from the employment of the City (i.e., bargaining unit member leaves the employment of the City in April, twelve (12) days of sick time will be reduced to 4 days - 1 day X 4 months).

- (h) Bargaining unit members shall not be entitled to any form of sick leave buyback.

SECTION 2

Bargaining unit members that do not use sick leave and/or call out sick using some other form of time in a calendar month shall earn one-half (½) day off not to be charged to sick leave or vacation leave. Any days earned as sick leave will be counted as personal time subject to the approval of the Department Head. Days must be used within one-year period of being earned.

SECTION 3

Bargaining unit employees may donate sick leave to another employee of the City of Gardner who is in serious need (due to a serious illness or injury and that employee has utilized all of his/her available sick, personal, sick leave incentive and vacation time). The donated time shall be paid to the employee in need at that employee's rate of pay. Authorization of the donation of this time shall be at the sole discretion of the Mayor.

ARTICLE 17 **COURT TIME**

Item 1. Court Time. Any bargaining unit employee who is required to appear in court on behalf of the City in a criminal or civil case consistent with his/her duties as an Inspector at any time other than his/her regularly scheduled duty hours, shall receive pay at the overtime rate for not less than four (4) hours.

Item 2. Any bargaining unit employee covered by this Agreement who uses his/her own vehicle to attend court on behalf of the City shall receive reimbursement for mileage at the annual rate established by the IRS.

ARTICLE 18 **BEREAVEMENT LEAVE**

SECTION 1

In the event of a death of a spouse or child of any bargaining unit employee, he/she will be granted leave with straight time pay for normally scheduled working hours, not to exceed five (5) consecutive workdays and such leave shall not be charged to sick, personal or vacation leave.

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

Immediate family will include parent, stepparent, brother, sister and grandparents or their in-law equivalents, son-in-law, daughter-in-law, stepchildren living in the immediate household of the employee, grandchildren, domestic partner or a person living in the immediate household of the employee.

An employee may be granted an additional two (2) days of bereavement time for the loss of a parent upon request to and approval of the Mayor.

SECTION 2

Bereavement leave of one day without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, aunt, uncle, stepbrother, stepsister or step-child not living with the employee, and such leave shall not be charged to sick, personal or vacation leave.

Bereavement Leave may only be delayed (taken non-consecutively) in the event of a delay in formal services or later interment (i.e., funeral services). Additional days may be taken and charged against the bargaining unit employee's personal days, vacation days or time accrued.

ARTICLE 19 **EDUCATION & TRAINING**

Section 1: Assignment to Schools/Travel Expenses: Any member who is assigned or directed to attend any school or schools relating to Departmental needs (including continuing education to maintain license or certification, and any renewal of license or certification), or growth – said training requirements shall comply with the following:

- a) Instruction for said training to be arranged by the City at reasonable times, upon reasonable notice, and without cost to members of the bargaining unit.

- b) Members of the bargaining unit who attend such mandated training shall be compensated at the overtime rate if such training does not fall on his/her regular scheduled hours.
- c) If a bargaining unit member is mandated to attend training, travel time from Gardner City Hall to the training location (and from the training location to the Gardner City Hall) of not less than one (1) hour or more in each direction will be defined as time worked.
- d) All cost of renewal for any needed license or certification, as approved by the Department Head, shall be reimbursed to the employee by the City.

Section 2: Voluntary Training: Any bargaining unit employee who attends courses of study or seminars of a nature intended to further the bargaining unit employee's job skill or knowledge in a job-related field who submits prescribed approval form and receives prior approval from the head of his or her department, shall be reimbursed, upon successful completion (grade average of not less than 70%) for such course or seminar for 100% the full cost of tuition, required fees and books.

Section 3: License/Certification Renewals: All cost of renewal for any needed license or certification, as approved by the Department Head, shall be reimbursed to the employee by the City.

Section 4: Voluntary – Department Requested: For any additional job-related certifications, accreditations, and/or licenses above and beyond an employee's regular job requirements to obtain, that have been requested and approved by the employee's Department Director, the City shall pay an annual stipend of five hundred dollars (\$500.00) per the additional certification, accreditation, and/or license.

ARTICLE 20 **PERSONAL DAYS**

SECTION 1

Bargaining unit employees shall be granted three (3) personal days 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 1/5 of the employee's regular workweek. Effective January 1, 2024, personal days for full time employees shall be calculated as an eight (8) hour day for a total of twenty-four (24) hours per year.

SECTION 2

Use of personal days is upon the approval of the Department Head, who has been given twenty-four (24) hours' notice, except in an emergency.

SECTION 3

Personal time shall not be used in less than one-hour increments.

SECTION 4

Personal days shall be credited on January 1st of each year. Personal leave is not cumulative and must be used in the calendar year that it is granted.

SECTION 5

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

<u>First Day of employment</u>	<u>Number of Personal Days</u>
January 1 – March 31	3
April 1– June 30	2
July 1 – September 30	1

SECTION 6

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

Proration shall be calculated as follows:

Quarter	Number of Personal Days
January 1 – March 31	2
April 1– June 30	2
July 1 – September 30	1

ARTICLE 21 **MISCELLANEOUS**

Item 1. No Strike

(a) During the period of this Agreement, no bargaining unit employee covered by this Agreement shall engage in, induce, encourage any strike, work stoppage, slowdown or withholding of services by such bargaining unit employees. Provisions of this Section shall be applicable to all bargaining unit employees during the period of bargaining for a new Contract subsequent to this Contract, not to exceed three (3) years from the effective date of this Contract.

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

Item 2. Waiver

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

Item 3. Amendment to this Agreement

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

Item 4. Personnel File

Bargaining unit employees will have the right to review the contents of their personnel file within a reasonable time of request the Human Resources Director. A bargaining unit employee will be entitled to have a representative of the Union accompany him/her during such review. No material derogatory to the bargaining unit employee's conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee shall acknowledge that he/she has had the opportunity to review the material. The bargaining unit employee shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The bargaining unit employee will also have the right to submit a written answer to such derogatory material, and his/her answer shall be reviewed by the Department Director and attached to the file copy.

Item 5. Seniority Calculation & Reduction in Work Force

Section 1:

- (a) Seniority for this contract is defined as the bargaining unit employee's length of continuous service with the employer since the last date of hire.
- (b) Seniority is departmental in that it consists of the relative length of accumulated continuous service of each bargaining unit employee within the department.

Section 2: Seniority shall not be broken by an authorized leave of absence, temporary suspension, vacation, sick, injury and/or military leave.

Section 3: Upon resignation of employment or discharge for cause, an individual forfeits his/her seniority.

Section 4: In the event of a reduction in workforce (or forced layoff):

- (a) Layoffs shall be conducted by position in inverse order of hiring.
- (b) Bargaining unit members who have been the subject of a layoff shall be given first priority of immediate recall upon the approval of funding for a departmental position.
- (c) A bargaining unit member shall not forfeit his/her seniority with the City. Upon a bargaining unit member's date of re-hire with the City his/her seniority for all purposes stated herein shall include his/her previous employment with the City.

Item 6: Military Time Benefit

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

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

Department with amount he/she is paid by either the United States or the Commonwealth for military service performed during the same pay period.

Item 7: Discipline & Discharge

- a.) All bargaining unit members shall complete a one (1) year probationary period and may be disciplined or terminated without cause or notice during the probationary period. Such discipline or termination shall not be subject to the grievance and arbitration procedure under Article 8 of this Agreement.
- b.) No bargaining unit member who has completed his/her one (1) year probationary period shall be disciplined or discharged without just cause. Any disciplinary action taken by the City against a bargaining unit member shall be consistent, fair and appropriate with regard to the type and severity of the offense and processed in accordance with the City's disciplinary policies and procedures.

Item 8: Substance Abuse

Because all employees of the City of Gardner have a right to expect a drug and alcohol-free environment, a program is hereby established authorizing testing for substance abuse based upon the criteria set forth herein.

All applicants for positions covered by the provisions of this Agreement may, at the option of the City, be required to undertake drug and alcohol testing prior to their first day of employment with the City. The failure to pass such a test shall be grounds for the City to rescind any offer of employment given to such applicant.

Testing of present employees shall only be permitted where there is reason to suspect drug or alcohol abuse. Immediate testing shall be permitted upon the reasonable suspicion standards hereinafter set forth. Objective facts that may lead to reasonable suspicion shall include but not be limited to: questionable balance, unsteady walking gait, slurred speech, uncooperative attitude, bloodshot eyes, or odor of marijuana or alcohol on the breath or on the clothing of the employee. Other criteria that may lead to reasonable suspicion are that the employee's supervisors deem the employee to be impaired or incapable of performing assigned duties, an excessive number of vehicle or other types of accidents, inconsistent behavior, irritability, mood swings, nervousness, or hallucinations. In addition, substantiated possession of drugs or alcohol while on duty shall be deemed to be de facto suspicious.

The City shall provide any suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug or alcohol test. The employee may initiate a review of the directive to submit a test sample or undergo testing. Such review shall be undertaken by the Mayor or, in his/her absence, the City's Director of Human Resources. If the Mayor or Human Resources Director determine that there are reasonable grounds for suspicion, the employee will undergo the testing and the test results shall be provided to the Mayor. The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and union officials with a compelling need for the information. The failure of an employee to submit to testing upon being so directed shall be grounds for immediate discipline up to and including termination of employment. If after undertaking testing, an employee is deemed to have failed the test by evidencing signs of drug and alcohol abuse while on the job, discipline up to and including termination may be imposed by the City.

As an alternative to discipline, the Mayor may at his/her sole discretion offer to the employee an opportunity to attend a rehabilitation program during which time the employee may utilize sick days for such program or other form of treatment. Under these circumstances, the employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation program. The failure to abide by all such conditions and requirements shall be a basis for termination of employment. Any employee successfully completing such a program shall agree as a condition of returning to work to submit to random urinalysis testing at the discretion of the City for a period of two (2) years after returning to work. If any such random test yields a positive result, the employee shall be immediately subject to discipline including termination.

Item 9: Local 170 Fund Drive

The Employer agrees to deduct from the paycheck of all employees who submit signed cards authorizing deductions for voluntary contributions to Local 170 DRIVE Fund. Local 170 DRIVE Fund shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. Employees shall have one opportunity per fiscal year to opt in to this program.

Item 10: Teamsters Credit Union

The City agrees to deduct certain amounts each week from the wages of those employees who shall have given the city written authorization to make such deductions. The amounts so deducted shall be remitted to the New England Teamsters Federal Credit Union or personal bank of the employee once each week. The city shall not make

deductions and shall not be responsible for remittance to the New England Federal Credit Union or personal bank for any deductions for those weeks in which the employee's earnings shall be less than the amount authorizes for deduction. Employees shall have one opportunity per fiscal year to opt into this program.

Item 11: Retirement

Full time bargaining unit members will enroll in the Gardner Retirement Board public employee retirement system and shall be assigned to the appropriate retirement group as determined and defined by the Gardner Retirement Board.

Item 12: Coaching Positions

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

Item 13: Non-Discrimination

The City and the Union fully endorse the philosophy and the laws prohibiting discrimination of any kind. There shall be equal opportunity and no discrimination of any kind without regard to race, color, religion, sex, age, national origin, disability, or status as disabled veteran, by the City or the Union.

No provisions of this Agreement shall restrict or prohibit the City from fulfilling its obligations under the American with Disabilities Act. Throughout the Agreement, the use of masculine pronouns or other masculine terms shall include the feminine and are used interchangeable without regard to gender.

Item 14: Individual Agreements

The City agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement.

Item 15: Emergency Measures

In the event of a global/national pandemic and/or emergency that effects the wellbeing and continued employment of City of Gardner employees, the City agrees to draft a plan to address work conditions, hours of operations, essential personal and all benefits related to necessary changes resulting from said pandemic and/or emergency within thirty (30) days of the onset date.

Additionally, the City agrees to make available to and to maintain at no cost to the employees the recommended safety equipment and clothing which meet or exceed the standards established by the appropriate governing body. Safety procedures and regulations as established by the appropriate governing body will be reviewed, researched and implemented to protect the health and safety of the employees.

Item 15: Out of Grade/Classification

Out of Classification work: any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he/she is employed, not specifically identified as part of his/her job description, shall receive compensation at the hourly rate for the higher classification commensurate with his/her current wage step. When assigned to work in a higher classification, the employee shall be compensated at the higher rate for the hours he/she actually works in the higher classification as assigned.

In the event of a vacancy in the position of Department Director for a period of thirty (30) days or more, the bargaining unit member as designated by the Mayor to perform the duties of said position will be compensated at the out of grade pay equivalent to the first step of the Department Director's rate of pay.

Item 16: Dress Code

Clothing/Shoes will consist of:

- Jeans (no rips, fringes or patches), khakis or dickies. No shorts.
- Open collar long sleeve or short shirts, sweatshirts or flannel shirts. Preferably with City Department logo.
- Appropriate (office professional) shoes or work boots, as needed for field work.

Item 17: Step Adjustment At Time Of Hire

When an individual is first hired by the City, such personnel shall always start his/her employment on the first and minimum wage or salary step applicable to the grade or position for which the person has been hired. In the event, a candidate for employment

has verifiable, significant training and experience directly related to the position for which they are being hired, upon the recommendation of the Department Head and with the approval of the Mayor, a person may be hired at either Step 2 or Step 3 of the Wage Schedule.

ARTICLE 22
DURATION

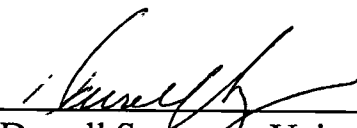
This Agreement and its provisions shall be effective from July 1, 2023 and continue in full force and effect until June 30, 2026. Either party may, on or before the 1st day of March 2026, give written notice to the other of its desire to extend or revise the Agreement during the period to commence July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

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

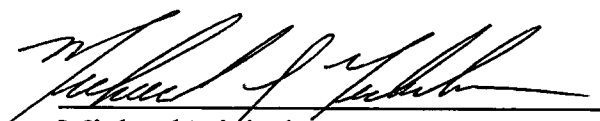
In witness whereof, the parties hereto cause this instrument to be executed in their names and on their behalves by the duly authorized Officers thereto this 18 day of December, in the year 2024.

FOR THE UNION:


FOR THE CITY:



Darrell Sweeney, Union Steward
Teamsters Union Local 170



Michael Nicholson, Mayor



Eli Gillen, Business Agent
Teamsters Union Local 170

**Inspectional Services
Wage Schedule**

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Health Inspector				
Step 1		\$26.51	\$27.57	\$28.67
Step 2			\$28.67	\$29.82
Step 3			\$29.82	\$31.01
Step 4	(5 Years of Service)		\$31.31	\$32.88
Step 5	(10 Years of Service)		\$32.88	\$34.52
Step 6	(15 Years of Service)		\$34.52	\$36.25
Step 7	(20 Years of Service)		\$36.25	\$38.06
Step 8	(25 Years of Service)		\$38.06	\$39.96

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Plumbing Inspector				
Step 1		\$34.11	\$35.47	\$36.89
Step 2			\$36.89	\$38.37
Step 3			\$38.37	\$39.90
Step 4	(5 Years of Service)		\$40.29	\$41.90
Step 5	(10 Years of Service)		\$42.30	\$43.99
Step 6	(15 Years of Service)		\$44.42	\$46.19
Step 7	(20 Years of Service)		\$46.64	\$48.50
Step 8	(25 Years of Service)		\$48.97	\$50.93

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Electrical Inspector				
Step 1		\$34.11	\$35.47	\$36.89
Step 2			\$36.89	\$38.37
Step 3			\$38.37	\$39.90
Step 4	(5 Years of Service)		\$40.29	\$41.90
Step 5	(10 Years of Service)		\$42.30	\$43.99
Step 6	(15 Years of Service)		\$44.42	\$46.19

**Inspectional Services
Wage Schedule**

Step 7	(20 Years of Service)		\$46.64	\$48.50
Step 8	(25 Years of Service)		\$48.97	\$50.93

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Sr. Local Inspector				
Step 1		\$34.11	\$35.47	\$36.89
Step 2			\$36.89	\$38.37
Step 3			\$38.37	\$39.90
Step 4	(5 Years of Service)		\$40.29	\$41.90
Step 5	(10 Years of Service)		\$42.30	\$43.99
Step 6	(15 Years of Service)		\$44.42	\$46.19
Step 7	(20 Years of Service)		\$46.64	\$48.50
Step 8	(25 Years of Service)		\$48.97	\$50.93

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Local Inspector				
Step 1		\$34.11	\$35.47	\$36.89
Step 2			\$36.89	\$38.37
Step 3			\$38.37	\$39.90
Step 4	(5 Years of Service)		\$40.29	\$41.90
Step 5	(10 Years of Service)		\$42.30	\$43.99
Step 6	(15 Years of Service)		\$44.42	\$46.19
Step 7	(20 Years of Service)		\$46.64	\$48.50
Step 8	(25 Years of Service)		\$48.97	\$50.93

		2.0% July 1, 2023	4.0% July 1, 2024	4.0% July 1, 2025
Assistant Director of Public Health				
Step 1		\$58,053.50	\$60,375.64	\$62,790.67
Step 2			\$62,790.67	\$65,302.29
Step 3			\$65,302.29	\$67,914.38
Step 4	(5 Years of Service)		\$68,567.41	\$71,995.78

**Inspectional Services
Wage Schedule**

Step 5	(10 Years of Service)		\$71,995.78	\$75,595.57
Step 6	(15 Years of Service)		\$75,595.57	\$79,375.34
Step 7	(20 Years of Service)		\$79,375.34	\$83,344.11
Step 8	(25 Years of Service)		\$83,344.11	\$87,511.32

**Step changes are for time worked in position and do not includes service in other titles.*



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 11, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: A Communication from the Mayor Regarding the FY2026 Budget

Dear Mr. President and Councilors,

I am writing to provide you an update regarding the upcoming budget cycle.

On November 18, 2024, the Mayors Office issued its budget directives to all department heads within the City. Budget requests are due to my office from each department by Friday, January 31st. This deadline has been set for both the budget request and the written narrative, as was done last year.

Additionally, while the school department salary study is still being undertaken, I have assigned an internal working group through the budgetary process to review the results of the non-school department salaries to provide a plan for this upcoming budget cycle.

As the process moves forward, I will be sure to provide periodic updates to the Council.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 7, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: A Communication from the Mayor Regarding the Receipt of Prison Mitigation Funds from the Commonwealth for FY2025

Dear Mr. President and Councilors,

When included in the Commonwealth's budget, the City receives payments from the Office of the State Treasurer/Receiver General to offset the costs incurred by the City for being the host community for a state prison facility.

The funding was included again in the Commonwealth's FY2025 budget and Gardner has received \$149,502.32 from this program. This funding falls to the General Fund, as required by the General Laws of the Commonwealth as revenue to help fund budgetary operations and expenditures already approved by the City Council.

I would like to thank our state legislative delegation for their diligent work in ensuring that this funding was included in the state's budget.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 7, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: A Communication from the Mayor Regarding the Snow and Ice Expense Account as of January 7, 2025

Dear Mr. President and Councilors,

As you may remember, the City budgets \$300,000 per fiscal year in snow and ice removal. This funding is used to cover the salaries of those plowing, the purchase of salt, maintenance on plows, and all other expenses associated with the removal of snow and salting the roads.

Per the General Laws of the Commonwealth, and the guidance by the Commonwealth's Department of Revenues, municipalities usually budget low in this line item so as to not tie up funding in an account when there is so much uncertainty every year on the need for these funds given what may fall out of a sky in a given year. This is also one of the few accounts that the General Laws allows for deficit spending to be amortized over a period of up to five (5) years for, given this uncertainty as well.

Since we have traditionally covered any overages in this account from free cash appropriations after the winter season, out of the spirit of transparency and collaboration, I will be providing the City Council with monthly updates on the status of funding in this account so that when the appropriation arises, there are no surprises.

So far this winter season, the majority of costs have been incurred from sending crews out to salt the roads during ice events.

As of the date of this letter, there is currently \$95,707.16 remaining in the account. I anticipate the account to go into the yearly anticipated deficit by the end of this month.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 7, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: An Order Authorizing the Creation of a new Human Resources Manager Position for the City's Human Resources Department

Dear Mr. President and Councilors,

When the FY2025 budget was adopted, it included two clerical positions in the City's Human Resources Department. A full-time financial administrator and an administrative coordinator who was split 50% human resources and 50% golf.

At the recommendation of Director Morse, pursuant to section 10 of the City Charter, I hereby request that these two (2) positions be consolidated into a single position to be titled Human Resources Manager, to be able to take on more duties than simple clerical work for the department, but assist in on-boarding of employees and overseeing the various policies associated with the department.

No additional appropriation is needed to make this change in structure. Additionally, the Golf Department will also maintain their part-time clerical position to oversee their billing and financial reporting, as that is paid for separately out of the enterprise account. This change only impacts the position and a half that are funded from the General Fund.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER AUTHORIZING THE CREATION OF A NEW HUMAN RESOURCES MANAGER
POSITION FOR THE CITY'S HUMAN RESOURCES DEPARTMENT

ORDERED: That the Mayor and Human Resources Director are hereby authorized to create a new position in the City's Human Resources Department to be titled, "Human Resources Manager," and that all other positions in the Human Resources Department be discontinued following all required ordinance amendments in conjunction with this change.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

January 8, 2025

Hon. George C. Tyros, Council President
And City Councilors
Gardner City Hall, Rm 121
95 Pleasant Street
Gardner, MA 01440

RE: A Measure Accepting a Donation of Land from the Gardner School Committee for Elm Street Resurfacing and Repaving as part of the Safe Routes to School Project

Dear Mr. President and Councilors,

At their meeting of January 7th, 2025, the Gardner School Committee voted to donate a portion of the land that they control to the City for the purpose of performing the work required for the Safe Routes to School project.

This project includes the resurfacing and repaving of portions of Elm Street with areas of widening and adding additional amenities from the area of Temple Street to Edgell Street.

In order for the process to continue, the City Council must vote to accept this donation and authorize the Mayor to sign the document as both the Chair of the School Committee and Mayor of the City.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Report On The Investigation Of The Maki Park Project

Councillor George Tyros

Gardner City Council

Pursuant to Section 25 of the City Charter

Gardner Massachusetts

December 2024

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INVESTIGATION OF THE MAKI PARK PROJECT

INTRODUCTION

This report is submitted to the City Council of Gardner, pursuant to Section 25 of the City Charter, which states that, "The council, or any committee thereof duly authorized by the council so to do, may investigate the financial transactions of any office or department of the city government, and the official acts and conduct of any official, and, by similar investigations, may secure information upon any matter."

The purpose of this report is to determine the circumstances which lead to the newly constructed Maki Park differing from what was originally presented to the City Council when it appropriated funds for the project over two years before its eventual completion and to provide recommendations of ways to prevent a similar situation from occurring in the future.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "George Tyros". The signature is stylized with a large initial "G" and a long horizontal stroke at the end.

Councillor George Tyros

REPORT ON THE INVESTIGATION OF THE MAKI PARK PROJECT

On September 19th 2024, the Gardner City Council voted unanimously to initiate a Section 25 City Charter investigation regarding the newly constructed Maki Park and to authorize the Council President to assign one Councillor to conduct the investigation and then report their findings to the City Council. The following information summarizes the purpose, process and findings of that investigation.

EXECUTIVE SUMMARY

The Maki Park project in Gardner, Massachusetts, was initiated to transform the lot at the former Maki Block building into a new park, addressing significant slope issues and ensuring Americans with Disabilities Act compliance. The Gardner City Council, at the request of the Mayor, appropriated funds for the project in June of 2022. Upon its completion in September of 2024, concerns were raised by the public regarding the park's lack of ADA compliance, prompting an investigation by the City Council. The key issues and events that were examined include the following:

The design of the park changed from initial concept to bid award. The conceptual layout, created by Tighe & Bond and presented to the City Council in June of 2022, showed three terraces with individual ramp entrances to each level. The Mayor's letter supporting the project cited the terraces would, "correct the grading issues, bring the slopes to a level that is compliant with ADA standards, and allow us to utilize the area in a productive manner" (Exhibit A). However, in May of 2023 the Bid Set Drawings utilized during the public bidding process for the project clearly show entrances only to the bottom and top terraces, with stairs from each connecting them to the middle terrace (Exhibit O).

The Department of Community Planning & Development did not apply for or obtain a building permit for the construction of Maki Park. The notice of violation by the Building Commissioner states, "Maki park does not meet the accessibility requirements as outlined in section 19.00 of 521 CMR; Massachusetts Accessibility Code as the middle tier of the park is not accessible to persons with disabilities" (Exhibit B). This issue was confirmed by both the Building Commissioner and Director of Community Development and Planning during their investigation interviews.

DATA COLLECTION AND INVESTIGATION METHODOLOGY

Through email communication on September 25th 2024, Council President Elizabeth Kazinskas notified Mayor Michael Nicholson, Director of Community Development & Planning Trevor Beauregard, Auditor John Richard, Director of Purchasing Joshua Cormier and Building Commissioner Thomas Zuppa that she had assigned Councillor George Tyros to the investigation of the Maki Park Project. The following day, Councillor Tyros sent requests for documentation to Director Beauregard, Auditor Richard, Director Cormier and Commissioner Zuppa for initial review. The requests were as follows:

Director Beauregard: All documentation pertinent to the design and engineering of the park as approved in August of 2021 as part of the City's FY21 CDBG Mini-Entitlement Plan and as presented in June of 2022 to the City Council. All documents pertinent to the project scope and requirements of construction of the park as contracted with the engineering firm and contractor. Any written communication concerning this project.

Auditor Richard: All invoices and warrants of funds used for the design, engineering and construction of Maki Park.

Director Cormier: All documentation pertinent to the bidding process for Maki Park.

Commissioner Zuppa: All documentation pertaining to the permits for construction of the park.

Responses with relative documentation were received on September 27th from Auditor Richard and Commissioner Zuppa, September 30th from Director Cormier, October 9th from Director Beauregard (with complete submission on October 21st).

The data from the responses included a folder of 157 files from the Director Beauregard. Those files included design illustrative plans, technical drawings, proposals, grant application narratives, cost estimates for labor and material, invoices, various construction photos, and various documents from the engineering and construction firms the City contracted with for Maki Park. Director Beauregard requested Director of Technology Bob O'Keefe to perform an email search for related communications for the Maki Park Project on October 2nd, which was completed October 21st, returning 1,772 emails. From those emails, Councillor Tyros observed 10 additional files and 29 emails that contained data relative to the

INVESTIGATION OF THE MAKI PARK PROJECT

investigation. Auditor Richard provided general ledger account details showing all invoices paid up to September 27th and copies of all warrants and invoices for Maki Park. Director Cormier provided bidding documents and the four change orders for the project. Commissioner Zuppa provided the issued electrical permit and violation letter for Maki Park.

After performing the initial review of the submitted data, Councillor Tyros scheduled in-person interviews with Director Beauregard, Director Cormier, Commissioner Zuppa, Human Resource Director Amanda Morse and Mayor Nicholson on November 21st, to take place on December 6th in City Hall. The purpose of these interviews was to confirm information and findings from the document review and to seek opinions of process improvements moving forward.

OBSERVATIONS AND FINDINGS

OBSERVATIONS OF THE DESIGN AND CONSTRUCTION OF MAKI PARK

In June of 2020, Director Beauregard created an initial concept of what would be known as Maki Park (Exhibit C). In that same month, the engineering firm Tighe & Bond was contacted by Director Beauregard to provide a scope of service for developing construction documents for the project for the purposes of submitting a grant proposal. Their design reflected the initial concept of a three-terrace park with individual ramps accessing each terrace (Exhibit A). This design was used in September of 2020, when Director Beauregard informed the Mayor via email that the City did not receive the requested funds from the MassDOT Shared Streets and Spaces Grant for the Maki Park Project as it did not meet the State's timeline for being completed that year (Exhibit D). On January 19th 2021, the Community Development Block Grant Program Steering Committee, administered by the Department of Community Development and Planning, met to discuss FY21 block grant proposed projects, of which included "Maki Park Design" was accepted unanimously by the committee (Exhibit E). In April of 2021, Director Beauregard and Director of Public Works Dane Arnold communicated regarding a new round of the Shared Streets and Spaces Grant Program being announced. Director Arnold expressed concerns relative to the slope of the proposed project lot towards the West and Parker Street side being problematic.

INVESTIGATION OF THE MAKI PARK PROJECT

Director Beauregard replied that occupying parking spaces in downtown for the program would not be a good idea and proposed the tiered gravel pad approach (Exhibit F). In May of 2021, Economic Development Coordinator Jessica DeRoy reached out to Tighe & Bond to request a revised probable cost estimate for the project for a new grant application to the Shared Streets and Spaces Grant Program. In the application, the response to how the project will be implemented, including staffing roles, was answered as “The City of Gardner Department of Community Development and Planning (DCDP) will manage the project. The Director of DCDP, Trevor Beauregard, will act as Project Manager for the project. The City’s Economic Development Coordinator, Jessica DeRoy, will assist the Director with day-to-day oversight” (Exhibit G). That December, Assistant Director of Community Development and Planning Lyndsy Butler also requested an opinion of probable cost for Maki Park from Tighe & Bond, for the purpose of putting together the FY22 CDBG grant budget. She stated that the process was behind and was looking at FY21 design projects to see about applying for construction funding in FY22 (Exhibit H). In the March 4th 2022 CDBG Steering Committee meeting, Maki Park design and construction was unanimously approved as a proposed project for Block Grant FY22 (Exhibit I). In June of 2022, Director Beauregard reached out to Tighe & Bond to ask if they could create a rendering for Maki Park at no cost due to not having any funds available to pay for one (Exhibit J). Later that month, Mayor Nicholson went to the City Council for an appropriation to construct Maki Park, which passed an 8-3 vote of the Council (Exhibit A). In September of 2022, Assistant Director Butler, through discussions with Tighe & Bond regarding bidding timeline and strategy, stated that the City had the funds available for construction of Maki Park (Exhibit K). In November of 2022, Director Beauregard informed Tighe & Bond that Coordinator DeRoy would be overseeing construction of the project. In that email contained a 75% Design Development document dated November 2022, which showed entrance to the park only by ramp access from the lower-tier, with concrete steps connecting the middle and upper-tiers (Exhibit L). When interviewed and asked why the change in design was made in November of 2022, Director Beauregard was not able to offer an explanation. That same month, concerns arose around the condition of the existing retaining wall at the North side of the lot. In an email communication from Tighe & Bond,

INVESTIGATION OF THE MAKI PARK PROJECT

regarding the same preliminary drawing, concerns were raised about the proposal likely being overbudget as options were being discussed on how to mitigate the retaining wall problem (Exhibit M). The next and final observed design change to the design of Maki Park was found in an April 2023 illustrative plan ordered by the Mayor and Department of Community Development and Planning, showing a three-terrace park with ramp access to the lower and upper-tiers and stairs connecting them to the middle-tier (Exhibit N). When interviewed and asked why the change in design was made in April of 2023, Director Beauregard was unable to offer an explanation. This illustrative plan matches the Bid Set Drawings that were submitted to Purchasing Director Cormier in May of 2023 (Exhibit O). This final plan reflects what was constructed as Maki Park at the time of this report.

On September 3rd 2024, a work without a permit violation for Maki Park was sent to the Department of Community Development and Planning by the Building Commissioner. The violation letter states that the Building Commissioner's office received plans for Maki Park on August 28th 2024 and that the Commissioner conducted a site visit on August 29th 2024 and determined that Maki Park "does not meet the accessibility requirements as outlined in section 19.00 of 521 CMR; Massachusetts Accessibility Code as the middle tier of the park is not accessible to persons with disabilities" (Exhibit B). In interviews conducted by Councillor Tyros, both Director Beauregard and Commissioner Zuppa confirmed that no building permits were applied for or obtained for the Maki Park project.

FINDINGS OF THE DESIGN AND CONSTRUCTION OF MAKI PARK

The investigation into the Maki Park project revealed several key findings across various aspects, including design changes, project management, communication, and compliance with accessibility requirements.

Initial Concept and Design Changes

- a. The original design for Maki Park, created by Director Beauregard and Tighe & Bond in June 2020, included three terraces with individual ramps for each level. This concept was what was presented to the City Council in June of 2022 for an appropriation.

- b. Design changes were made in November 2022 and April 2023 without documented reasons.
- c. The final design, as shown in the May 2023 Bid Set Drawings, included ramp access only to the lower and upper terraces, with stairs connecting the middle terrace. This was the design that was constructed in the late summer and fall of 2024.

Project Management

- d. The project began with Director Beauregard as project manager, and Economic Development Coordinator DeRoy initially assigned to the project. Other members of the Department of Community Development and Planning were involved in the project in various capacities.
- e. There was no record of routine or scheduled project updates nor review meetings held by the Department of Community Development and Planning.

Communication

- f. There were multiple instances of messages, both internally amongst members of the Department of Community Development and Planning, and externally with other City departments and contractors, looking for project files and documents (such as drawings, budget sheets, account numbers, vendor contact information, etc.).

Compliance and Accessibility

- g. The final design submitted for bidding in May 2023 did not include ramp access to the middle terrace.
- h. A notice of violation from the Building Commissioner stated that Maki Park did not meet accessibility requirements of the Massachusetts State Building Code.

EXHIBITS

EXHIBIT A

10709

City of Gardner, *Executive Department*

Michael J. Nicholson, Mayor

RECEIVED

2022 JUN -2 PM 1:25
CITY CLERK'S OFFICE
GARDNER, MA



June 1, 2022

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

RE: Free Cash Appropriation Request – Maki Park Construction

Dear Madam President and Councilors,

Attached please find an appropriation request for the renovation of the existing pocket park, located at the site of the former Maki Block Building on the corner of Graham and Parker Streets.

The City has had ownership of this site since February 13, 2017.

The area has been planted with grass, but is currently unusable due to the steep slope and grade of the area.

This project would terrace the location in order to correct the grading issues, bring the slopes to a level that is compliant with ADA standards, and allow us to utilize the area in a productive manner, rather than just a location for planting and mowing grass.

With all of the development currently underway in the Downtown area, this project will truly compliment the private sector investments and partnerships the City has made to breathe new life into our historic downtown.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

EXHIBIT A
(CONT'D)

Exhibit 2 - Maki Park Outdoor Seating Concept



10709

MAKI PARK OUTDOOR SEATING AREA GARDNER, MA	
CONCEPTUAL LAYOUT	
DATE: 06/29/2020	Tighe&Bond
SCALE: 1" = 20'	FIGURE: 1

0 20' 40'

SCALE: 1" = 20'

THIS USE OF FUNCTIONAL LAYOUT AREA IS SUBJECT TO THE CITY OF GARDNER'S FINAL REVIEW AND APPROVAL. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

EXHIBIT B



City of Gardner
Department of Inspectional Services
115 Pleasant Street, Room 101
Gardner, MA 01440
Tel. (978) 630-4007 Fax: (978) 632-3313



NOTICE OF VIOLATION

September 3, 2024

Economic Development/
City of Gardner
115 Pleasant St. Rm. 202
Gardner, MA 01440

Re: Work without a permit violation 57-67 Parker St. Gardner, MA 01440 M.B.L. M22-5-7

To whom it may concern,

It has recently been brought to the attention of the Building Department that the new park located at the above referenced address is not accessible to persons with disabilities. After a review of building department records, it is determined that the required building permit was not applied for and obtained for the work performed.

This is a violation of section 105 Permits and 114.1 Unlawful Acts of 780 CMR; Massachusetts State Building Code.

105.1 Required

It shall be unlawful to construct, reconstruct, alter, repair, remove or demolish a building or structure; or to change the use or occupancy of a building or structure; or to install or alter any equipment for which provision is made or the installation of which is regulated by 780 CMR without first filing an application with the building official and obtaining the required permit.

114.1 Unlawful Acts

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or change the use of occupancy of any building, structure or equipment regulated by 780 CMR, or cause same to be done, in conflict with or in violation of any of the provisions of 780 CMR.

Mission Statement

To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances

EXHIBIT B
(CONT'D)

After a review of the plans given to my office by on August 28, 2024 and a site visit conducted by myself on August 29, 2024, my determinations are below.

Maki park does not meet the accessibility requirements as outlined in section 19.00 of 521 CMR; Massachusetts Accessibility Code as the middle tier of the park is not accessible to persons with disabilities.

19.1 General

Recreational facilities shall comply with 521 CMR, except as specified or modified in 521 CMR 19.00.

Recreational facilities shall include but not be limited to courts, rinks, swimming pools, gymnasiums, stadiums, health and sports clubs, radio control facilities, whirlpools, jacuzzis, gyms, weightlifting areas, playgrounds, zoos, fairgrounds, beaches, piers, docks, bandstands, gazebos, parks, bowling alleys, picnic areas, video arcades and campsites. All areas open to and used by the public, including but not limited to locker rooms, shower facilities, saunas, steam rooms, suntanning rooms, weight rooms, aerobics and dance rooms, tennis, racquet and squash courts and spectator areas in recreation facilities shall be accessible.

Additionally, the ground surface made up of stone dust is not in compliance with section 29.00 of 521 CMR; Massachusetts Accessibility Code and section 302 Floor or Ground Surfaces of the 2010 ADA Standards including the ADA advisory 302.1 General. See below...

29.1 General 521 CMR

Ground and floor surfaces including floors, walks, ramps, and curb cuts shall be stable, firm, slip resistant, and maintained with materials that ensure continued slip resistance.

302.1 General 2010 ADA Standards

Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

EXCEPTIONS:

Within animal containment areas, floor and ground surfaces shall not be required to be stable, firm, and slip resistant.

Areas of *sport activity* shall not be required to comply with 302.

Advisory 302.1 General. *A stable surface is one that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.*

Please kindly forward this letter to your contractor and inform them of the building permit requirements. The required building permit can be applied for using the link below.

<https://www.gardner-ma.gov/149/Building-Department>

Respectfully,



Thomas Zuppa
Building Commissioner
Zoning Enforcement Officer
City of Gardner Building Department
Phone: 978-630-4060
Email: tzuppa@gardner-ma.gov
115 Pleasant St. Rm. 101 Gardner, MA 01440

EXHIBIT C

Combination of Rectangular, Square + Round picnic tables - 12 = #24,000
(2 accessible)
sun shades for tables/area

ArcGIS WebMap



6/24/2020, 3:45:33 PM

Parcels (2020)

Landscaped Rain Garden 100' x 10'

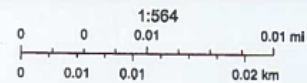
~~100' x 10'~~ = ~~1000~~ sy

60 cubic yards of gravel x \$38.00/ly = \$2,280

24.5 tons of stone dust x \$250/tn = \$6,125

metal Edging \$18.00/lf x 210 lf = \$3,780

- - - - 120 lf granite curbing,
- o-o- 275 lf metal/wrought iron fencing (3 entrances)



Online Web Mapping Application
MAP FOR REFERENCE ONLY

EXHIBIT D

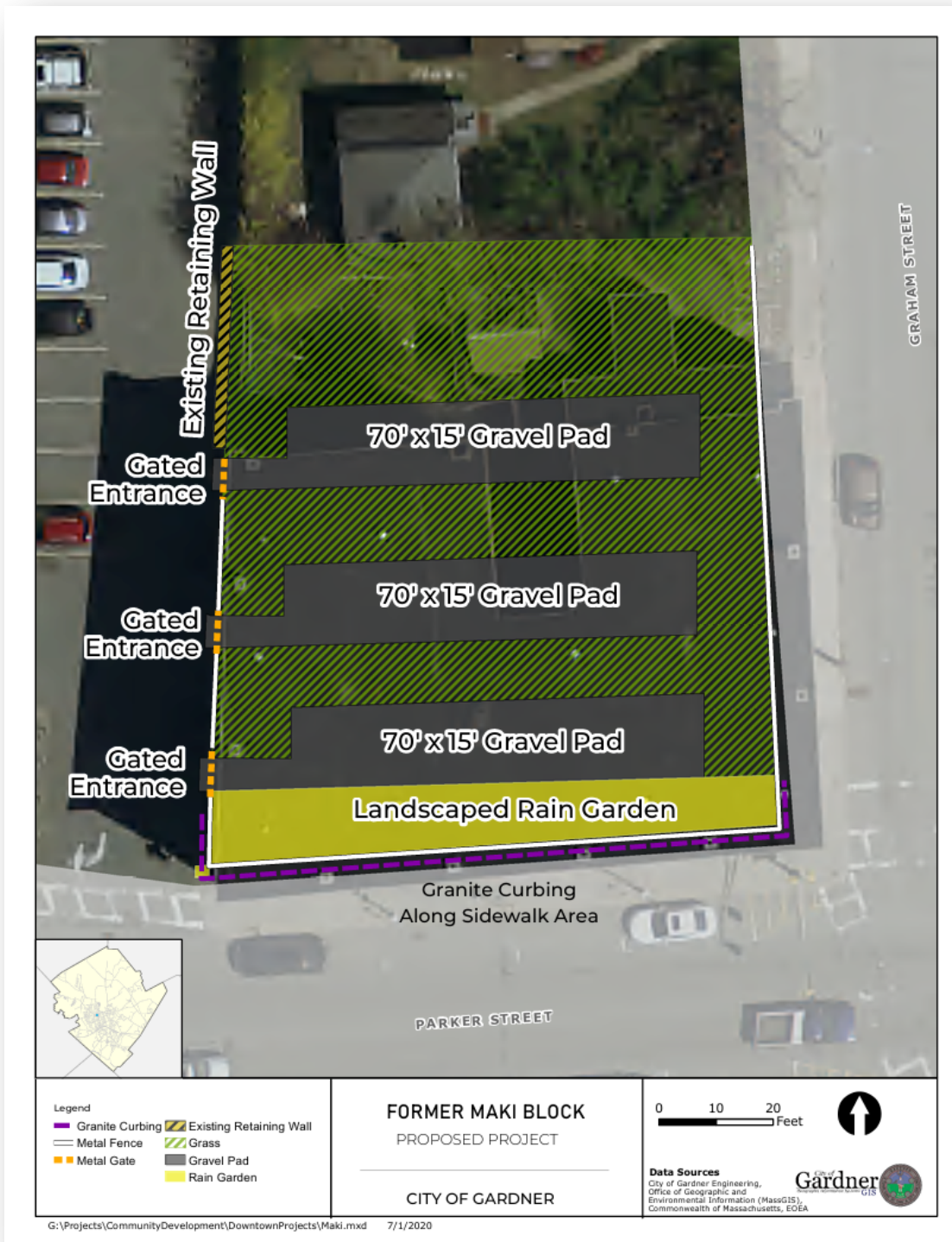


EXHIBIT E

CDBG STEERING COMMITTEE MEETING

MINUTES

Tuesday, January 19, 2021 at 9:00 am
Tele-Conference/Web-Meeting, Zoom Meeting
Meeting ID: 95154120331

Committee Members present: Jeffrey Legros, Rick Rossi, Tracy Hutchinson and Trevor Beauregard, Roland Jean
Committee Members absent: Rick Rossi, Rick Germano, Scott Graves and Sandy Mullins
Others Present: Katie Medina, DCDP, Bethany Greene, GEHM, Donata Martin: Boys/Girls Club, Marc Dohan: NewVue and Bernice Richard, VOT

J. Legros opened the meeting at 9:00 am and announced it is being recorded.

1. Acceptance of Minute:

*Motion to accept minutes of December 15, 2020
 T. Hutchinson/T. Beauregard*

All in favor: motion carried, none opposed

2. Old Business:

2.1 FY21 Public Social Services Proposals reviewed, discussed and voted on. The four (4) projects are as follows: The Boys & Girls Club seeking ten thousand (10K), Voices of Truth (Domestic Violence Program) seeking ten thousand (10K), GAAMHA (Drug Abuse Recovery/Assistance Supportive Housing Program) seeking five thousand (5K) and Gardner Public Schools Athletic Program seeking ten thousand (10K).

Motion to accept The Boys & Girls Club (STEAM) request for 10K: T. Beauregard/L. Saunders, All in favor: motion carried, none opposed.

Motion to accept Voices of Truth request for 10K: question raised from Trevor asking them if they will be able to utilize program funds allowed where the original request was for 40K. Bernice gave the assurance funds would be utilized. Motion to accept: T. Hutchinson/T. Beauregard. All in favor: motion carried, none opposed.

1

*Motion to accept GAAMHA request for 5K: *T. Hutchinson recuses herself from voting* Program will assist approximately 20 LMI Residents, GAAMHA will match the 5K to fully implement the program. L. Saunders/T. Beauregard. All in favor: motion carried, none opposed.*

Motion to accept GPS Athletic Program request for 10K: Program will assist approximately 140-150 LMI resident students: R. Jean/L. Saunders. All in favor: motion carried, none opposed.

3. New Business:

3.1 MicroEnterprise Assistance Program: Discussed previously in November 2020. DHCD wanted vote on the change from 5K to 10K. Approximately 30 applications have been received.

Motion made to accept: T. Beauregard/T. Hutchinson. All in favor, motion carried none opposed.

3.2 FY21 Block Grant Proposed Projects:

3.2a: Phase III Construction: Monument Park area for 619K

Motion made to accept: T. Beauregard/T. Hutchinson. All in favor, motion carried none opposed.

3.2b: Downtown Phase IV Design: Sidewalk curbing and crossings improvements in the area of Nichols, Parker, West and Oak Street for an estimated \$31,250.

Motion made to accept: L. Saunders/R. Jean. All in favor, motion carried none opposed.

3.2c: Maki Park Design: Projected estimated cost \$60K.

Motion made to accept: R. Jean/T. Hutchinson. All in favor, motion carried none opposed.

EXHIBIT F

RE: New Round of Shared Streets and Spaces Grant Program



tbeauregard@gardner-ma.gov
To: darnold@gardner-ma.gov; Mayor@gardner-ma.gov

Reply Reply All Forward ...

Tue 4/27/2021 8:45 AM

Exhibit 4_Maki Park Outdoor Seating Concept.pdf
.pdf File

Dane,

We would propose a tiered gravel pad design on the Maki site. I don't think occupying parking spaces in downtown for this program is a good idea. As a matter of fact we are looking at moving the George Sweeney seating to Maki because the Mayor's been receiving a number of complaints about our plans. I am waiting to hear back from the State on this.

Trevor

Trevor Beauregard

Director
DODP
115 Pleasant Street
Gardner, MA 01440
(978) 630-4014, x2
www.gardner-ma.gov

From: Dane Arnold <darnold@gardner-ma.gov>
Sent: Tuesday, April 27, 2021 8:36 AM
To: Trevor Beauregard <tbeauregard@gardner-ma.gov>; Mayor <Mayor@gardner-ma.gov>
Subject: RE: New Round of Shared Streets and Spaces Grant Program

Trevor,

I like the location, but the problem I see with the Maki lot is the slope towards West/Parker Street could pose a problem. If we looked at the West Street lot, closer to the Ale House/West Street wall, I think its flatter.

Thank You,

Dane E. Arnold, Director
Department of Public Works
50 Manca Drive
Gardner MA 01440
978-630-8195

EXHIBIT G

Fw: Emergency Grant Program

MassDOT Shared Streets <SharedStreets@dot.state.ma.us>
To: jderoy@gardner-ma.gov

Reply Reply All Forward

Fri 5/21/2021 12:39 PM

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

93696225_Exhibit 1 - Maki Park Project Overview Map.pdf 4 MB
101316103_Exhibit 5, Maki Lot Project Budget.pdf 422 KB

ing the Safe Transportation for Every Pedestrian (STEP) resource page, to identify appropriate countermeasures based on the safety issues of concern. (Required):

Is the project intended to provide improvements to infrastructure used by children to get to and from school (within two miles) or other youth destinations? If yes, please list schools or destinations. (Required):	Yes
Detail::	Holy Family Academy Gardner Junior High School Waterford Street School Just Dance Performance Arts Center Jackson Playground and Skate Park
Is the proposed project intended to provide improvements to infrastructure used by seniors to reach senior destinations (within one mile)? If yes, please list destinations. (Required):	Yes
Detail::	Gardner Senior Center Gardner Highrise Binnall House Colonial Apartments Heywood Wakefield Commons
Is the proposed project intended to support safe walking and biking within one mile of a transit stop? If yes, please list the transit stop(s). (Required):	Yes
Detail::	MART Gardner Bus Stops: City Hall Gardner Highrise Heywood Place Levi Heywood Memorial Library
Does the proposed project support safe routes to open space and/or parks? If yes, please list the name of the facilities. (Required):	Yes
Detail::	North Central Pathway Crystal Lake Park
Will the proposed project be fully implemented by September 7, 2021? (Required):	No
Will the proposed project be fully implemented by December 31, 2021? (Required):	Yes
Is this project intended to be a temporary or permanent improvement? (Required):	Permanent
Description of how the project will be implemented, including staffing roles: (Required):	The City of Gardner Department of Community Development and Planning (DCDP) will manage the project. The Director of DCDP, Trevor Bearegard, will act as Project Manager for the project. The City's Economic Development Coordinator, Jessica DeRoy, will assist the Director with day-to-day oversight.
Description of project implementation and key milestones: (Required):	The design cost of the Maki Park project is estimated at \$23,000 and will take six weeks to complete. The City of Gardner will pay for the design services and will contract the work out to an engineering firm already on-call with the City. The Maki lot construction will follow the procurement procedure established under MGL, Chapter 149, and will be conducted through the City's Purchasing Department. Bidding the construction project will take three weeks and the contractor will be hired the following week. Construction will commence in September of 2021 and be completed in November of 2021. Based on a June 25th Award date: July 1 to July 30, 2021 Design Maki Park Outdoor Seating and Function Area Project August 1 to August 22, 2020 Bid Maki Park Outdoor Seating and Function Area Project August 31, 2020 Award contract for construction for Maki September 16, 2021 Begin Construction for Maki November 7, 2021 Construction Complete for Maki

EXHIBIT H

RE: [EXTERNAL] RE: Downtown Phase 4 and Maki Park



Lyndsy Butler <lbutler@gardner-ma.gov>
To: 'Matt P. Wzorek'

Reply Reply All Forward ...

Fri 12/3/2021 1:23 PM

Your right...I had asked about phase 3... and now I am asking about the next phase . The process is so behind as we just submitted FY21 to the state. I am looking at FY21 design projects to see which ones we will be applying for construction funding in 22. If there is any way you could come up with some preliminary figure for phase 4 and Maki that would be helpful. 😊

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Friday, December 3, 2021 1:11 PM
To: Lyndsy Butler <lbutler@gardner-ma.gov>
Subject: [EXTERNAL] RE: Downtown Phase 4 and Maki Park

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.

Hi Lyndsy,

Just to confirm do you mean phase 3 and park st park? Or do you need phase 4 and Maki? Sorry I may have been mixed up... currently we are working on the phase 3 and park street park.

Thanks,

Matthew P. Wzorek, PE
Project Manager



o. 413.572.3274 | m. 413.530.7568
53 Southampton Road, Westfield, MA 01085
w: tighebond.com | halvorsondesign.com



From: Lyndsy Butler <lbutler@gardner-ma.gov>
Sent: Friday, December 3, 2021 12:45 PM
To: Matt P. Wzorek <MPWzorek@tigheBond.com>
Subject: Downtown Phase 4 and Maki Park

[Caution - External Sender]

Hi Matt,

I know I had asked a couple weeks back for OPC for Downtown Phase 4 and Maki Park. I am trying to put together FY22 CDBG grant budget. Would you be able to give me a rough estimate?

Thanks!

Lyndsy Butler
Assistant Director
DCDP
115 Pleasant Street
Gardner, MA 01440
O:978-630-4011 #1
C: 978-350-6928
www.gardner-ma.gov

EXHIBIT I

CDBG STEERING COMMITTEE MEETING

MINUTES

Friday March 4, 2022

**Manca Annex Hubbard meeting Room 202
08:30 A.M.**

Committee Members present: Lyndsy Butler, Rick Germano, Rick Rossi, Tracy Hutchinson, George Tyros, Trevor Beauregard and Laura Cassidy

Committee Members absent: Lauren Saunders and Roland Jean

Others Present: Jessica DeRoy

Lyndsy Butler opened the meeting at 8:33 am.

1. Acceptance of Minute:

Motion to accept minutes of January 21, 2022 with noted changes made by Rick Rossi. Seconded by George Tyros

All in favor: motion carried, none opposed

2. Old Business:

None

3. New Business:

3.1 Review & Discussion of Public Social Services Proposals for Block Grant FY22

-The Boys & Girls Club is requesting an amount of \$13,980. This amount is more than previously discussed (\$10K). Additional funding will provide services to 30 LMI students. Motion made by G. Tyros to accept the increased amount Motion 2nd by T. Hutchinson

All in favor: motion carried, none opposed.

-Gardner Athletics Program is requesting \$15,000 to help 150 student athletes with user fees that qualify for services through review within the free & reduced lunch waiver program. Motion made by T. Beauregard/G. Tyros. All in favor: motion carried, none opposed.

-Gardner Emergency Housing Mission is requesting \$5,000 to provide temporary units to 6-8 families with children. Funding will be used to aide families with last minute needs along with transitional assistance. Motion made by T. Beauregard/R. Germano All in favor: motion carried, none opposed

3.2 Discussion of project proposals for Block Grant FY22

1

Downtown Phase 4: *West/Oak/Parker/Nichols Street Intersection to include design of crosswalk, sidewalk and lighting repair and upgrade at an estimated cost of \$229,500. Motion made to accept by R. Rossi/R. Germano. All in favor: motion carried, none opposed.*

Maki Park: *57-67 Parker Street. Design/Construction of park and public seating area for public amenities and downtown events at an estimated cost of \$177,754. Motion made to accept by G. Tyros/R. Germano All in favor: motion carried, none opposed.*

Demonition of Slum & Blight: *(Greenwood Memorial Pool) estimated cost of \$200,000. Motion made to accept by G. Tyros/T. Beauregard All in favor: motion carried, none opposed.*

4. Announcements and Recognitions

4.1 Next meeting: TBD

5. Adjournment

Motion to adjourn


R. Germano/G. Tyros





All in favor.

Meeting adjourned at 09:03 a.m.

EXHIBIT J

RE: [EXTERNAL] RE: Maki Park and Park St Park

 Trevor Beauregard <tbeauregard@gardner-ma.gov>
To: Matt P. Wzorek

6/3/2022

Matt,

If you could get something over for Park St beginning of next week it would be great. If you can do a rendering at no cost for Maki then great, but I have no \$\$ to pay for it.

Thanks,
Trevor Beauregard
Director
Dept. Community Development and Planning
115 Pleasant Street
Gardner, MA 01440
978-630-4014, x2

Executive Director
Gardner Redevelopment Authority

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Tuesday, May 31, 2022 2:52 PM
To: Trevor Beauregard <tbeauregard@gardner-ma.gov>
Subject: [EXTERNAL] RE: Maki Park and Park St Park

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.

Hi Trevor,

Sorry, but I don't have much to help you out here. The attached figure you sent is all we have on Maki Park. I can have someone pull together a rendering on this if you want and could have it to you by the of the week. Is this one potentially moving forward?




I will have someone update the Park street Park rendering to remove the bike path extension piece. Is the end of the week ok for this too?

Thanks,

Matthew P. Wzorek, PE
Project Manager

Tighe&Bond
o. 413.572.3274 | m. 413.530.7568

53 Southampton Road, Westfield, MA 01085
w: tighebond.com | halvorsondesign.com

From: Trevor Beauregard <tbeauregard@gardner-ma.gov>
Sent: Tuesday, May 31, 2022 9:12 AM
To: Matt P. Wzorek <MPWzorek@tigheBond.com>
Subject: Maki Park and Park St Park

[Caution - External Sender]

Matt,

Would you happen to have a concept plan for the Maki Park site and the Park St Park site you could send me. The attached concept is the only one I have for Maki (I was hoping we might have something a little farther along) and the only concept I have for the Park St site includes the bike trail extension (I need one without the bike trail extension).

Lyndsy may have something you've sent her in the past, but she is out on vacation this week.


Thanks, Trevor





Trevor Beauregard
Director
Dept. Community Development and Planning
115 Pleasant Street
Gardner, MA 01440
978-630-4014, x2

Executive Director
Gardner Redevelopment Authority

EXHIBIT K

FW: [EXTERNAL] RE: [EXTERNAL] Phase 4 and Maki

 Lyndsy Butler <lbutler@gardner-ma.gov>
To Trevor Beauregard

 Reply
  Reply All
  Forward
  ...

Wed 9/28/2022 3:55 PM

Trevor,

Matt has asked if we would like to bid out Maki Park and Phase IV together or separately. We have the funds for construction of Maki Park now but the funds for Phase IV (if we are using block grant) will not be available until July 23.





Lyndsy

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Wednesday, September 28, 2022 3:50 PM
To: Lyndsy Butler <lbutler@gardner-ma.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] Phase 4 and Maki

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.

Gotcha. Thanks. Is there a need to get Maki out to bid sooner than later or did you want to try and bid the projects together? At this point they both won't be constructed this year since it is already almost October, but I just didn't know if you want to get Maki bid over the winter for spring construction, or wait until you have the block funds at the end of June and do them together?

They can go separate, but since they are so close in proximity it wouldn't be a bad idea to bid and construct them together. Just a thought, but we can do whatever.

Matthew P. Wzorek, PE
 Project Manager

 o. 413.572.3274 | m. 413.530.7568
 53 Southampton Road, Westfield, MA 01085
 w: tighebond.com | h: hortonandsons.com
  

From: Lyndsy Butler <lbutler@gardner-ma.gov>
Sent: Wednesday, September 28, 2022 3:43 PM
To: Matt P. Wzorek <MPWzorek@tigheBond.com>
Subject: RE: [EXTERNAL] Phase 4 and Maki

[Caution - External Sender]

We have the funds to construct Maki Park. Phase 4 construction will most likely be completed with FY22/23 block grant funds which will not be released until July of 2023.

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Wednesday, September 28, 2022 3:32 PM
To: Lyndsy Butler <lbutler@gardner-ma.gov>
Subject: [EXTERNAL] Phase 4 and Maki

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

I forgot if I sent this to you or not already, but here is the survey for Phase 4 and the Maki Park. Once we have some concepts completed I will reach out to go over them with you. What is your overall schedule on these two projects?

Thanks,


Matthew P. Wzorek, PE
 Project Manager

 o. 413.572.3274 | m. 413.530.7568

EXHIBIT L

FW: [EXTERNAL] Maki Park Preliminary Drawings

Trevor Beauregard <tbeaugard@gardner-ma.gov>
To: Matt P. Wzorek
Cc: Lyndsy Butler, Jessica DeRoy

Reply Reply All Forward Thu 11/17/2022 3:52 PM



Matt,
Looping Jessica DeRoy in on this one since she'll be overseeing construction of the project. We'll discuss tomorrow and get back to you.

Trevor

Trevor Beauregard
Director
Dept. Community Development and Planning
115 Pleasant Street
Gardner, MA 01440
978-630-4014, x2

Executive Director
Gardner Redevelopment Authority

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Thursday, November 17, 2022 2:34 PM
To: Lyndsy Butler <lbutler@gardner-ma.gov>; Trevor Beauregard <tbeaugard@gardner-ma.gov>
Subject: [EXTERNAL] Maki Park Preliminary Drawings

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.

Lyndsy and Trevor – Attached please find the preliminary drawings set for the Maki Park. I wanted to get this to you to provide any initial feedback on the layout. Once we nail down the layout we will work on the grading and such, but I just wanted to get this in front of you to make sure this was headed in the right direction.

Also, what is shown on here is likely overbudget, but I wanted to see what the ultimate buildout would look like. My thought is that we could include the essential work (grading, site layout, retaining walls, stairs, stone dust, concrete, and fencing (basically anything required to establish the site)) as the base bid work. Then we could work with alternates to see what we could include for the site furnishings like the plantings, tables, shades, etc. My concern is that with the site grading we will likely need some decent retaining walls at each level which will add up. Let me know what you think.

Thanks,

Matthew P. Wzorek, PE
Project Manager



o. 413.572.3274 | m. 413.530.7568

53 Southampton Road, Westfield, MA 01085
w: tighebond.com | halvorsondesign.com

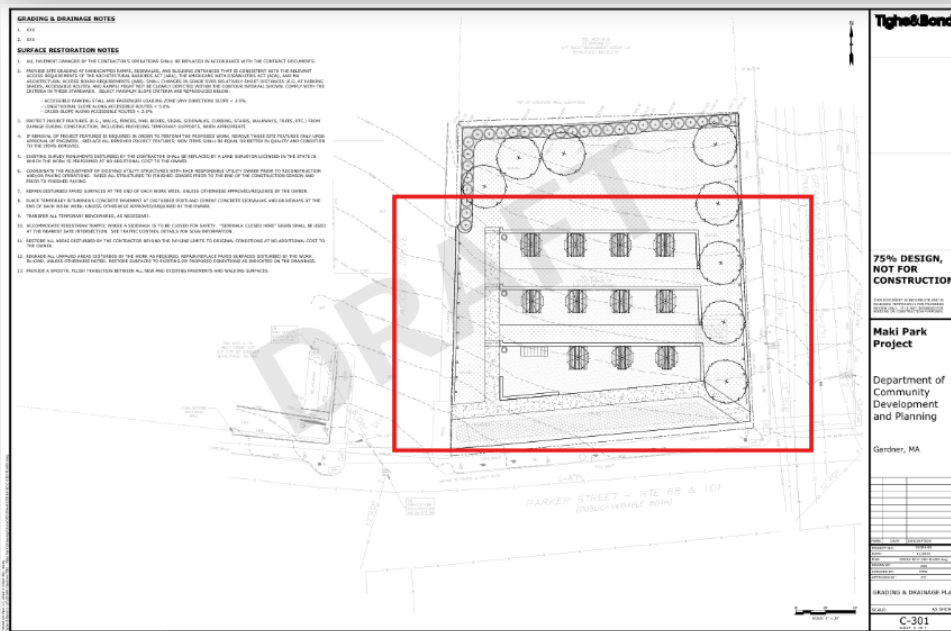


EXHIBIT M

RE: [EXTERNAL] Maki Park Preliminary Drawings



Trevor Beaugard <tbeaugard@gardner-ma.gov>
To Matt P. Wzorek; Lyndsy Butler
Cc Jessica DeRoy



11/29/2022

Matt,

I spoke with Lyndsy yesterday about the retaining wall. It doesn't surprise me about the condition. In addition to looking at what it would cost to replace the concrete retaining wall, can we look at an alternative to include a grassy knoll/slope instead? Not sure how much of the site we'd lose with this option or if we can even consider it knowing that the site already slopes toward the roadway. Just thought it might be a less expensive option. If doable maybe we can cut a concrete pad into the middle part of the knoll at its low point.

Either way we should consider having the back property line surveyed, since I was told a portion of the structure on the neighboring property is on our property. It would be good to confirm this.

Thanks, Trevor

Trevor Beaugard
Director
Dept. Community Development and Planning
115 Pleasant Street
Gardner, MA 01440
978-630-4014, x2

Executive Director
Gardner Redevelopment Authority

From: Matt P. Wzorek <MPWzorek@tigheBond.com>
Sent: Thursday, November 17, 2022 2:34 PM
To: Lyndsy Butler <butler@gardner-ma.gov>; Trevor Beaugard <tbeaugard@gardner-ma.gov>
Subject: [EXTERNAL] Maki Park Preliminary Drawings

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.

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Thanks,

Matthew P. Wzorek, PE

Project Manager



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w: tighebond.com | halvorsondesign.com



EXHIBIT N

Fwd: [EXTERNAL] Maki Park Rendering

Lyndsy Butler <lbutler@gardner-ma.gov>
To Mayor; Chris Coughlin

1 KB
image004.png
1 KB
G0384-80 Maki Park Illustrative Plan 24x36_reduced.pdf
2 MB

4/5/2023

Mayor,

Please see attached rendering for Maki Park.

Lyndsy

Begin forwarded message:

From: "Matt P. Wzorek" <MPWzorek@tighebond.com>
Date: April 5, 2023 at 4:32:15 PM EDT
To: Lyndsy Butler <lbutler@gardner-ma.gov>
Cc: Joseph Genga <JGenga@tighebond.com>
Subject: [EXTERNAL] Maki Park Rendering

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.

Lyndsy,

Attached is the rendering for Maki Park. Let us know what you think and if you want to tweak anything.

Thanks,

Matthew Wzorek, PE

Project Manager

o. 413.562.1600 | m. 413.530.7568
53 Southampton Road, Westfield, MA 01085
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