

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



CALENDAR FOR THE MEETING

of

MONDAY, OCTOBER 6, 2025

CITY COUNCIL CHAMBER

7:30 P.M.

ORDER OF BUSINESS

I. CALL TO ORDER

II. CALL OF THE ROLL OF COUNCILLORS

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ANNOUNCEMENT OF OPEN MEETING RECORDINGS

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

VI. READING OF MINUTES OF PRIOR MEETING(S)

June 6, 2025, Informal Meeting

VII. PUBLIC HEARINGS

VIII. COMMUNICATIONS FROM THE MAYOR

11709 – A Communication from the Mayor Regarding Youth Center. *Page 8*

IX. PETITIONS, APPLICATIONS, COMMUNICATIONS, ETC.

X. REPORTS OF STANDING COMMITTEES

WELFARE COMMITTEE

11704 – An Ordinance to Amend Chapter 675 of the Code of the City of Gardner, thereof Entitled Zoning, to Promote Housing Growth and Production in the City. *Page 11*

FINANCE COMMITTEE

11683 – A Measure Authorizing the Mayor to Enter into an Intermunicipal Agreement for Veterans Services with the Town of Hubbardston from the period beginning on January 1, 2026, through June 30, 2028. *Page 37*

11695 – An Order Transferring \$5,795.00 from Building Department Salary and Wages Account to Operating Expense Account- Professional Services. *Page 77*

11696 – A Communication from the Mayor Regarding the Request for Proposal (RFP) Review Committee for 130 Elm Street- Helen Mae Sauter School. *Page 83*

11697 – A Communication from the Mayor Regarding the Request for Proposal (RFP) Review Committee for 53 School Street- School Street School. *Page 85*

11699 – An Order to Raise and Appropriate an Additional Sum of \$183,171.62 for Various Operational Expenditure Budget for the Fiscal Year Beginning July 1, 2025 and ending June 30, 2026 - General Fund Supplemental Budget. *Page 87*

11700 – A Measure authorizing the City to borrow \$6,911,028.00 for the Gardner Middle School Massachusetts School Building Authority Accelerated Repair Roof Replacement Project at 297 Catherine Street. *Page 175*

11703 – An Ordinance to Amend Attachment E of Chapter 8 of the Code of the City of Gardner, thereof entitled “Non-Union Compensation Schedule,” to add a position of Assistant Youth Center Director. *Page 186*

11711 – Council Liaison – October Waterford Community Center Update.

APPOINTMENTS COMMITTEE

11705 – A Measure Confirming the Fire Chief Appointment of Timothy Frank, to the position of Firefighter of the Gardner Fire Department, permanent. *Page 189*

11706 – A Measure Confirming the Fire Chief Appointment of Brighton Cormier, to the position of Firefighter of the Gardner Fire Department, permanent. *Page 191*

11707 – A Measure Confirming the Fire Chief Appointment of Alissa Innamorati, to the position of Firefighter of the Gardner Fire Department, permanent. *Page 192*

11708 – A Measure Confirming the Fire Chief Appointment of Bret Niford, to the position of Firefighter of the Gardner Fire Department, permanent. *Page 193*

11629 – A Measure Confirming the Mayor's Appointment of Andre Guertin, to the position of Airport Commission Member, for a term expiring 8/21/2028. *Page 194*

11630 – A Measure Confirming the Mayor's Appointment of David Urquhart, to the position of Airport Commission Member, for a term expiring 8/21/2028. *Page 195*

11631 – A Measure Confirming the Mayor's Appointment of James Woods, to the position of Airport Commission Member, for a term expiring 8/21/2028. *Page 196*

11632 – A Measure Confirming the Mayor's Appointment of Alan Cosentino, to the position of Airport Commission Member, for a term expiring 8/21/2028. *Page 197*

11633 – A Measure Confirming the Mayor's Appointment of John Awdycki, to the position of Cemetery Commission Member, for a term expiring 8/21/2028. *Page 198*

11634 – A Measure Confirming the Mayor's Appointment of John Awdycki, to the position of Municipal Grounds Commission Member, for a term expiring 8/21/2028. *Page 199*

11635 – A Measure Confirming the Mayor's Appointment of Denise Merriam, to the position of Cemetery Commission Member, for a term expiring 8/21/2028. *Page 200*

11636 – A Measure Confirming the Mayor's Appointment of Denise Merriam, to the position of Municipal Grounds Commission Member, for a term expiring 8/21/2028. *Page 201*

11637 – A Measure Confirming the Mayor's Appointment of Chuck LaHaye to the position of Cemetery Commission Member, for a term expiring 8/21/2028. *Page 202*

11638 – A Measure Confirming the Mayor's Appointment of Chuck LaHaye, to the position of Historical Commission Member, for a term expiring 8/21/2028. *Page 203*

11639 – A Measure Confirming the Mayor's Appointment of Jeffrey Gallant, to the position of Golf Commission Member, for a term expiring 8/21/2028. *Page 204*

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

11709 – September Economic and Community Development Update.

XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION

XII. NEW BUSINESS

XIII. COUNCIL COMMENTS AND REMARKS

XIV. CLOSING PRAYER

XV. ADJOURNMENT

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

INFORMAL MEETING OF JUNE 9, 2025

Informal Meeting of the City Council was held in the Council Chamber, Room 219, City Hall, on Monday evening, June 2, 2025.

CALL TO ORDER

Council President Tyros called the meeting to order at 6:15 o'clock p.m.

ATTENDANCE

Councillors present were President George Tyros and Councillors Calvin Brooks, Craig Cormier, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, and Paul Tassone, David Thibault-Muñoz; Councillor and Aleksander Dernalowicz was absent.

President George Tyros announced “we'll begin our discussions on items 11540 through 11549. We will not be going page by page line by line. However, if you are referring to a particular line item, please state the page number and the line number before you make your comments so that the other Councillors can catch up.”

Councillor Brad Heglin had some questions regarding sewer and water for sewer expenses.

Mayor Nicholson responded that new union contract negotiations are underway with the Department of Public Works (DPW) foremen and laborers. As part of the discussions, there has been an increase in compensation related to certifications and professional development requirements. These increases are necessary to ensure that employees maintain the licenses and credentials required for their roles.

Councillor Judy Mack, speaking as the representative of the Finance Committee, expressed her preference for reducing the amounts allocated under the sewer and water line items. She stated that if additional funding is needed in the future, a request can be made at that time, rather than preemptively allocating a large sum. Councillor Mack noted that this approach was used recently with a contractual services line item, where funds were initially reduced and later supplemented as needed. She emphasized that this reflects her personal opinion on the matter.

Councillor Judy Mack informed the Council of the Public Welfare Committee budget hearings:

The Public Welfare Committee budget meeting was held on May 30th.
Subcommittee Members consist of Councillors Heath and Thibault-Munoz and myself.

INFORMAL MEETING OF JUNE 9, 2025

From the meeting with the department heads here are some items that are of particular significance

Greenwood Pool:

- The outdoor pool will need to be resurfaced for next summer. Thai should be on the Capital Improvement Plan.:
- Splash park will be up and running with the exception of the water bucket. There is a water line that needs repairing and the hop is to get it fixed for next year,
- Ongoing maintenance at the pool needs to be financed to avoid it falling into any disrepair.
- The new roof and siding has been completed and is a vast improvement. The bathroom projects will be completed soon.
- To bring the lifeguard wages up to be more competitive wage more aligned with the state as this is such a large responsibility for our part-time employees and the pay doesn't reflect the expectations and qualifications required.

Levi Heywood Memorial Library:

- Extended hours to meet needs of certification. This is a staffing issue and the need for a few part-time employees for this to occur. The cost of the additional staffing would be more than the additional state funding the library would receive.

McKean Senior Center:

There is a need for materials for the activities the center offers. A list was in the narrative by Director Ellis including a new Bingo Board which is a popular activity offered. The director was encouraged to seek possible business sponsor towards the purchase that could underwrite part of the cost.

Historical Commission:

The commission is very active and didn't receive any additional funding. The Mayor is planning to use free cash to give them \$3,000, but more is needed for the commission to complete the work they are doing.

Youth Commission:

- Currently is in new need of members so they are not active at this time. Councilor Heath is on this commission.

INFORMAL MEETING OF JUNE 9, 2025

- With the recreation director there used to be motives in the park, but they haven't been offered the past few years.

Municipal Recreation Department:

- The summer program has been a great benefit to the children of the city. Other than that the Director said he runs Biddy Basketball.
- Concern was raised about the activities held and the need to expand the department to bring back activities.

Airport:

- The needs of the airport aren't adequately represented as part of the airport budget.
- A level funded budget was submitted which led to concerns being voiced as the equipment and vehicles at the airport are quite old. The director was encouraged to put items in the budget such as plowing as it is done by volunteers and she didn't do so. Volunteers are heavily relied upon to operate the airport.
- For Lifeflight and FM guidelines the runway needs to be kept clear.
- 100 foot place to land and a location has been located but there is no requirement for a helipad landing spot to be designated.
- -Hanger rentals should be considered for review as they haven't been raised in years by the council. The hangers owned by the city are in dire need of some maintenance.
- A 20 year plan was just finished and needs to be processed... reliant on grant money from the FM that is years out.
- -The tractor takes 19 quarts of oil which is the entire maintenance budget. There's a long list of maintenance needs for the airport that aren't being addressed.
- The airport has had a flat budget for years and heavily relies on grants.
- MIT and Life Flight at this point don't pay to use the airport.
- The director would like to explore solar panels at the airport to generate income.

Veterans Department:

The department is processing more veterans claims than ever before. The staffing hasn't increased and is the lowest position per the salary survey. Concerns were expressed when it was mentioned to bring on another community for them to serve without additional staff or funding. This is a valuable service to many.

The Cable, Golf, Zoning Board of Appeals, Planning Board and Disability Commission budgets and presentations raised no significant concerns.

INFORMAL MEETING OF JUNE 9, 2025

Councillor Paul Tassone wanted to highlight a few items relating to the Public Service Committee. Line items #661 and #664 that are in the Engineering Department. One is for professional services, and the other is for EPA and NPDES. Professional services was cut from \$18,000 to 15,000 compared to FY25. We were asking for a considerable amount more in the budget under both items to fund mandatory storm water treatment improvement that will be required to make our municipal facility under the new upcoming EPA MS 4 storm water permit. The permit is still in draft at the EPA, but once it's finalized, we'll have 90 days to submit a new notice of intent to the city for the city to be required to start making the improvements year to year. The additional funds would go towards design and installation of these retrofits. The funds are at the top of the normal requirements. At some point, we will be forced to fund these improvements. Some communities are creating storm water enterprise accounts and implementing a storm water fee for users. So just potential upcoming monies that we will have to eventually succumb to.

Councillor Craig Cormier updated the Council of their budget hearings for the Public Safety Committee:

Everything was fairly level funded. Obviously, the big increases are contractual. For the Fire Department, it looks like overtime will continue to be an issue just because of the way staffing is, unfortunately hard to keep up. Police seem to be in a slightly better position on staffing. The fire department, luckily with the ARPA funds, we now have several new vehicles that are either in service or coming into service. The Police are actually looking to possibly lease vehicles coming up in the next set round of updates. They haven't gotten an answer on that yet, but they were looking at that as an option to cut down some of the expense. The Police Department is also in less than 10 years from having the pension fully funded. Health Department talked about the fact that trash collection fees are going up. They're contractually going up 3% but they've also pointed out that tonnage of refuse from residents has been going up, so the more trash, the more there is to dispose of the higher the cost. The other thing mentioned from the Health Department is that the pumps at the transfer station need to be replaced. Lastly, the Health Department is looking to get a new truck because their current one failed inspection and is over 15 years old.

In closing, President Tyros announced that if any Councillors had any amendments they intend to make, please reach out to Auditor Richard and the City Clerk to submit your amendments to the budget.

The Informal Meeting concluded at 6:55 p.m.

Accepted by the City Council:



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

October 2, 2025

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

RE: September Monthly Report- Gardner Community Youth Center

Dear Mr. President and Councilors,

As the Administration had previously committed to providing to the Council during the Gardner Youth Center's pilot year, attached, please find the first monthly report received from the Center's Director.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

Gardner Community Youth Center

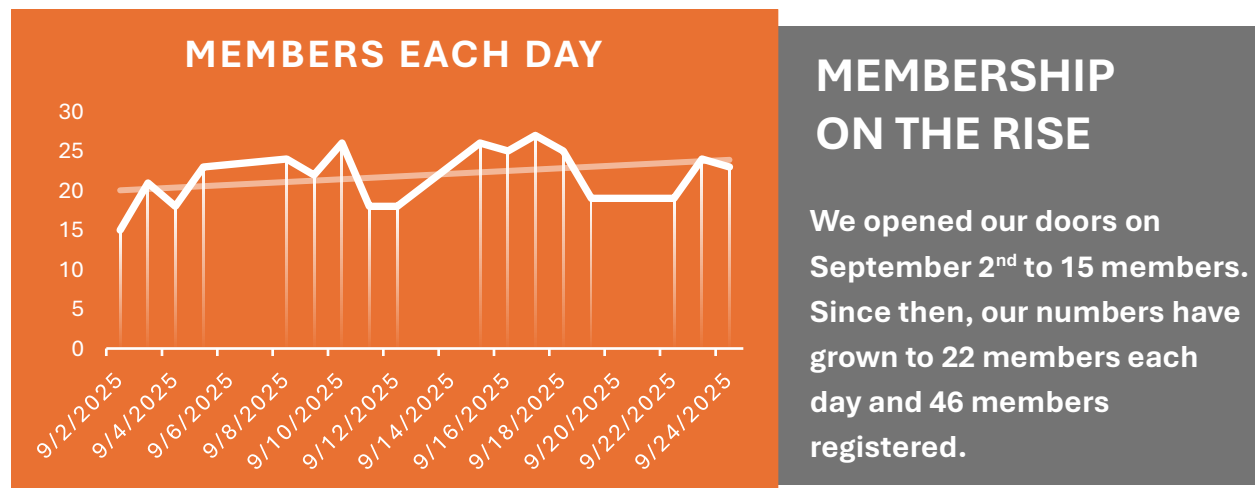
160 Elm Street, Gardner, MA

September 2025 Report



Mayor Nicholson and Members of the Council,

Firstly, I want to thank you for your support through the first month of this new program for the youth of Gardner. Those of you that have seen our facility know how exciting this is for the teens in our community.



Eager to share the success of the youth center with others, our members took it upon themselves to post flyers at Gardner High School and hand out flyers to friends. Most of our new members are here because they heard about the program from a friend who is attending.



Looking forward, we have established partnerships with Levi Heywood Memorial Library and the Gardner Police that will bring each of them to our Youth Center on a regular basis. Levi Heywood Memorial Library will offer a mobile library to the teens at the youth center where they can check out and return books. The Gardner Police will run programs and activities for the teens, as well as provide substance abuse prevention workshops. I'm also currently working on a partnership that will bring financial literacy to our members at the youth center.

We have received a large number of generous donations. The kids and I have been very thankful to receive carpets, board games, school supplies, snacks and even a meal on our half day.



PODCAST STUDIO

Our podcast studio has been a hit with the teens. Topics have ranged from music to horror movies as our members navigate how to use the new equipment and draw in an audience.

Teens from the HEAL collaborative are currently planning monthly events from October – January for youth in our community that will take place at the youth center. Such events will include unique experiences and community partners that can offer helpful resources to teens and their families.

There is a ton to be excited about at the Gardner Community Youth Center. Thank you again for your support. I look forward to having even more exciting news for you in October.

Brandon Hughey

Youth Center Director

bhughey@gardner-ma.gov

978-424-8328



City of Gardner

September 24, 2025

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

RE: An Ordinance to Amend Chapter 675 of the Code of the City of Gardner, thereof Entitled
Zoning, To Promote Housing Growth and Production in the City

Dear Mr. President and Councilors,

We hereby submit the attached zoning ordinance proposal for your review and consideration.

Respectfully submitted,

Karen G. Hardern

Karen G. Hardern
Ward 4 – City of Gardner

Michael J. Nicholson

Michael J. Nicholson
Mayor, City of Gardner

**AN ORDINANCE TO AMEND CHAPTER 675 OF THE CODE OF THE
CITY OF GARDNER, THEREOF ENTITLED “ZONING” TO PROMOTE
HOUSING GROWTH AND PRODUCTION IN THE CITY**

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

Preamble

WHEREAS, the Commonwealth of Massachusetts is experiencing a statewide housing crisis, marked by limited housing supply, rising costs, and barriers to affordability; and

WHEREAS, the City of Gardner is likewise facing these challenges, with growing demand for housing that has placed strain on residents, families, and local businesses; and

WHEREAS, insufficient housing availability threatens the economic stability and quality of life of the community by limiting opportunities for individuals and families to live and thrive in Gardner; and

WHEREAS, Mayor Michael Nicholson, in his State of the City Address on January 14, 2025, emphasized the urgent need for Gardner to take action to increase housing production and to make the development of housing easier and more efficient; and

WHEREAS, it is the policy of the City of Gardner to promote sustainable growth, remove unnecessary barriers to housing development, and expand housing opportunities for residents of all income levels; and

WHEREAS, zoning reform is an essential step in addressing supply and demand imbalances and ensuring that Gardner remains a welcoming and affordable community for all;

NOW, THEREFORE, the City Council of the City of Gardner hereby proposes the following amendments to the Code of the City of Gardner to advance these goals.

SECTION 1: Short Title

That the short title of this ordinance be known as the “H.O.M.E. Act” for the Housing Opportunity & Modernization for Everyone Act, in acknowledgment of the goal to cut back unnecessary red tape in the production of housing in Gardner, creating and expanding new opportunities for residential development, cost stabilization in apartment rents and costs, and increased opportunity for home ownership and equity growth.

SECTION 2: That a new Section 850 be added to Chapter 675 of the Code of the City of Gardner, to be entitled “Small Homes (Tiny Homes & Efficiency Homes)” to be written as follows:

SECTION 675-850: SMALL HOMES (Tiny Homes and Efficiency Homes)

Preamble:

The City of Gardner is facing an urgent housing shortage, with rising costs that place significant burdens on working families, seniors, and young residents. Current zoning rules make it difficult to build smaller, more affordable housing types, resulting in limited supply and rising rents.

This proposed amendment creates a new Small Homes (§675-850) provision to allow Tiny Homes and Efficiency Homes as flexible, affordable, and sustainable housing options. By permitting up to 10 units per acre by right in select residential and overlay districts, Gardner can create attractive new neighborhoods on underutilized land while reducing pressure on existing single-family districts. Projects exceeding 10 units per acre, or those in commercial districts, will require review by the Planning Board to ensure safety, livability, and community character.

Key benefits include:

- **Affordability and Home Equity Access:** Smaller, lower-cost homes make it easier for residents to enter the housing market, build savings, and gain access to home equity.
- **Smart Growth:** High-density development supports efficient land use and walkable, sustainable neighborhoods.
- **Revitalization:** Encourages redevelopment of vacant or underutilized commercial and industrial parcels.
- **Flexibility:** Cluster Site Plan provisions allow the Planning Board to balance density with open space, walkability, and good design.
- **Community Character:** Standards for design, setbacks, and shared open space ensure these developments fit within Gardner’s neighborhoods.

Adoption of this ordinance will help Gardner lead in addressing the housing crisis by cutting regulatory barriers, encouraging innovation, and ensuring that all residents have access to safe, affordable housing and opportunities to build wealth through homeownership.

A) Purpose and Intent

The purpose of this section is to expand Gardner’s housing options by permitting Small Homes (including Tiny Homes and Efficiency Homes) at higher densities than traditional housing. These housing types provide affordable, sustainable, and flexible living arrangements that help address the City’s housing shortage, promote smart growth, and encourage reinvestment in underutilized properties, while preserving public health and safety.

B) Definitions

1. **Small Home:** A permanent dwelling unit with a maximum gross floor area of 600 square feet, designed for full-time residence, and containing complete independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation. Units may be constructed on a foundation or on a licensed chassis, provided they meet the Massachusetts State Building Code and Appendix Q of the International Residential Code. Small Homes may also be used for short-term rentals, subject to local regulations.
2. **Small Home Community:** A planned development consisting of three (3) or more Small Homes located on a single parcel, with shared infrastructure, open space, and parking.

C) Applicability

(1) By Right

Small Homes and Small Home Communities of up to 10 units per acre shall be permitted by right in the following districts:

- Single Family Residential
- Rural Residential
- General Residential 3
- Mill Street Corridor Development Overlay District

Small Homes may also be established as an Accessory Dwelling Unit (ADU) on the same lot as a principal dwelling in all residential districts.

(2) By Special Permit from the Planning Board

- Small Home Communities of more than 10 units per acre in any district.
- Small Home Communities in the Commercial 1 District, regardless of density.
- Redevelopment of vacant, underutilized, or nonconforming commercial or industrial properties into Small Home developments.

D) Dimensional and Design Standards

(1) Density and Lot Area

- Minimum lot area per dwelling unit: 400 square feet.
- Maximum density by right: 10 units per acre.
- Projects exceeding 10 units per acre require a special permit from the Planning Board.

(2) Setbacks and Separation

- Individual units within Small Home Communities must maintain a minimum 6-foot separation between structures.
- Perimeter setbacks of 10 feet must be maintained from all property lines.

(3) Height

- No Small Home shall exceed 1.5 stories or 20 feet in height.

(4) Parking

- One (1) off-street parking space per three (3) dwelling units.
- Parking may be provided in shared lots or on-street as approved by the Planning Board.

(5) Utilities

- All units shall connect to municipal water and sewer where available.
- Shared utility connections and clustered infrastructure are permitted.

(6) Design

- Units shall be designed with residential materials such as wood, clapboard, shingles, siding, or masonry.
- Roof pitch, windows, and entrances shall be oriented toward streets or common areas to promote neighborhood character.
- Shared open space equivalent to 10% of the lot area shall be provided.

E) Cluster Site Plan Flexibility

To encourage innovative, high-quality design for Small Home Communities, the Planning Board may grant waivers or modifications to dimensional, frontage, road width,

parking, or other site plan requirements for both by-right and special permit projects, provided that all of the following conditions are met:

1. The development meets applicable density standards:
 - Up to 10 units per acre for by-right projects;
 - Over 10 units per acre for special permit projects.
2. Adequate pedestrian access, circulation, and emergency access is provided.
3. At least 10% of the site is preserved as common open space accessible to residents.
4. Shared infrastructure (parking areas, walkways, utilities, and community facilities) is provided and maintained by a homeowners' association, cooperative, or similar legal entity.
5. The project demonstrates consistency with the City's housing, sustainability, and smart growth goals.

Note: Waivers shall not reduce open space below 10%, nor compromise public health, safety, or accessibility standards.

F) Administration

1. All Small Homes and Small Home Communities shall comply with the Massachusetts State Building Code, including Appendix Q, and all applicable local and state health and safety regulations.
2. Small Homes may be used for long-term or short-term residential occupancy, provided compliance with local permitting and regulations.

G) Severability

If any provision of this Section is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

SECTION 3: That Section 820 of Chapter 675 of the Code of the City of Gardner, thereof entitled "In-Law Apartments," be deleted in its entirety and replaced with a new section 820 to be entitled "Accessory Dwelling," to be written as follows:

SECTION 675-820: ACCESSORY DWELLING UNITS (ADUs)

A. Purpose

The purpose of this ordinance is to comply with the Massachusetts Affordable Homes Act and to facilitate the development of Accessory Dwelling Units (ADUs) to address

housing affordability, support multigenerational living, and provide flexible housing options within the City of Gardner.

B. Definitions

For the purposes of this ordinance:

1. **Accessory Dwelling Unit (ADU):** A self-contained residential unit, inclusive of sleeping, cooking, and sanitary facilities, located on the same lot as a principal single-family dwelling. ADUs may be attached or detached from the primary dwelling.
2. **Attached ADU:** An ADU that shares a wall or is structurally connected to the principal dwelling.
3. **Detached ADU:** An ADU that is physically separate from the principal dwelling, such as a converted garage or a newly constructed standalone unit.

C. Permitted Locations

ADUs are permitted **by-right** in all residential zoning districts within the City of Gardner, including:

- Single-Family Residential 1 (SFR-1)
- Rural Residential 2 (RR-2)
- General Residential 3 (GR-3)

D. Dimensional and Design Standards

1. **Maximum Size:** An ADU shall not exceed 900 square feet of gross floor area.
2. **Lot Coverage:** The ADU shall comply with the lot coverage limits of the underlying zoning district.
3. **Setbacks:** Detached ADUs shall adhere to the minimum front, side, and rear yard setbacks of the underlying zoning district.
4. **Height:** Detached ADUs shall not exceed the height limitations of the underlying zoning district.
5. **Parking:**
 - a. No additional parking spaces are required for ADUs located within ½ mile of a public transit stop.
 - b. For ADUs located farther than ½ mile from a public transit stop, one additional off-street parking space shall be provided.

E. Occupancy and Use

1. Only **one ADU** is permitted per lot.
2. The owner of the principal dwelling must reside on the property as their primary residence.
3. ADUs may be rented or occupied by family members but may not be sold separately from the principal dwelling.

F. Building and Safety Requirements

All ADUs must comply with the Massachusetts State Building Code, the Massachusetts State Sanitary Code, and all other applicable health, fire, and safety regulations.

G. Administration

1. No special permit, variance, or additional approval from the Planning Board or Zoning Board of Appeals shall be required for the construction or conversion of an ADU that complies with this ordinance.

H. Severability

If any section or provision of this ordinance is found invalid by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

SECTION 4: That a new Section 675-860 to be entitled “Expedited Permitting of Housing Developments,” be added as follows:

§675-860 EXPEDITED PERMITTING OF HOUSING DEVELOPMENTS

A. Purpose

The purpose of this section is to streamline and expedite the permitting process for residential development within the City of Gardner in order to promote the creation of housing, increase housing affordability, and comply with state housing goals.

B. Applicability

This section applies to:

1. All applications for permits, approvals, or reviews related to the construction, expansion, or alteration of residential developments, including:
 - Single-family homes
 - Multi-family homes
 - Accessory dwelling units (ADUs)
 - Small Homes, as defined by the City

2. All applications submitted to the City for new residential units or residential projects subject to local zoning, building, and other regulatory approvals.

C. Expedited Review Requirement

1. The City shall review, process, and render a final decision on all applications covered under this section within 90 calendar days of receipt of a complete application.
2. A “complete application” is one that meets all submission requirements specified by applicable City ordinances, bylaws, and regulations.
3. In cases where additional information is required from the applicant, the 90-day period shall be tolled from the date the City requests additional materials until such materials are submitted.

D. Veterans Preference Housing

1. Definition: “Veterans Preference Housing” means housing units designated for occupancy by U.S. military veterans in accordance with applicable state and federal law.
2. If a housing development includes Veterans Preference Housing for a minimum of 5% of the proposed units, the timelines for City review under this section shall be reduced by 10 calendar days.

E. Notice of Approval or Denial

1. The City shall provide written notice of approval, conditional approval, or denial to the applicant within the 90-day review period.
2. Any denial must include specific reasons based on applicable ordinances, regulations, or design standards, and the applicant’s right to appeal must be clearly stated.

F. Appeal

1. Applicants may appeal any denial or condition of approval in accordance with the City’s established appeal procedures under the Zoning Ordinance or applicable Massachusetts General Laws.
2. All appeals filed with the Zoning Board of Appeals under this section must be concluded within 90 calendar days of the appellant’s filing with the Board.

G. Effect of Non-Action

If the City fails to issue a decision within the 90-day period (excluding any period tolled

for additional applicant submissions), the application shall be deemed approved, unless an extension has been mutually agreed upon in writing.

H. Implementation

City departments, boards, and commissions with jurisdiction over residential permitting are directed to adopt procedures necessary to comply with the time frames established in this section, including coordination to prevent duplicative or unnecessary reviews.

I. Severability

If any provision of this section or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the provisions or application of this section which can be given effect without the invalid provision or application, and to this end, the provisions of this section are declared to be severable.

SECTION 5: That a new Section 570 of Chapter 675 of the Code of the City of Gardner be added to be entitled “Starter Home Overlay District,” to be written as follows:

§675-570 Starter Home Overlay District

A. Purpose

This ordinance establishes Starter Home Zoning Districts within the City of Gardner, in accordance with Chapter 40Y of the General Laws of Massachusetts. The purpose is to facilitate the development of affordable, sustainable, and family-friendly housing options to address the housing needs of moderate-income households.

B. Definitions

For the purposes of this ordinance, the following definitions shall apply:

1. **Starter Home:** A single-family dwelling unit not exceeding 1,850 square feet of heated living area.
2. **Starter Home Zoning District:** A zoning district established under this ordinance, either as a base or overlay district, that complies with the requirements of Chapter 40Y.
3. **Developable Land Area:** Land within the Starter Home Zoning District that is suitable for residential development, excluding areas such as wetlands, steep slopes, and existing open space.
4. **Affordable Housing:** Housing units affordable to households earning less than 110% of the area median income, as determined by the United States Department of Housing and Urban Development.

C. Establishment of Starter Home Zoning Districts

1. **Preliminary Determination:** Prior to adoption, the City shall request a preliminary determination from the Massachusetts Department of Housing and Community Development (DHCD) to confirm compliance with Chapter 40Y.
2. **Adoption Process:** The ordinance establishing the district shall be adopted in accordance with the provisions of Chapter 40A, with a simple majority vote of the City Council.
3. **Final Approval:** After adoption, the City shall seek final approval from DHCD to ensure compliance with Chapter 40Y.

D. Development Standards

1. **Density:** A minimum of 4 starter homes per acre of developable land area.
2. **Unit Size:** Each starter home shall not exceed 1,850 square feet of heated living area.
3. **Bedroom Count:** At least 50% of the starter homes shall contain no fewer than 3 bedrooms.
4. **Affordable Housing Requirement:** For developments of more than 12 starter homes, at least 10% shall be affordable to households earning less than 110% of the area median income.
5. **Accessory Dwelling Units:** Accessory dwelling units of no more than 600 square feet may be permitted, subject to compliance with applicable regulations.
6. **Open Space:** Developments shall incorporate sustainable development standards, including the preservation of open space and low-impact stormwater management practices.

E. Site Plan Review

1. **Timeframe:** The Planning Board shall render a decision within 90 days of receiving a complete application, unless an extension is mutually agreed upon.
2. **Consultant Fees:** Applicants may be required to pay for reasonable consulting fees for peer review of the application.
3. **Approval Criteria:** The Planning Board may approve the site plan subject to conditions necessary to ensure compliance with this ordinance and to mitigate any adverse impacts on surrounding properties.

F. Reporting and Compliance

1. **Development Status:** The number of starter homes constructed within the district.
2. **Amendments:** Any amendments to the ordinance or by-law affecting the district.
3. **Compliance:** Confirmation that developments comply with the affordability requirements.

G. Revocation of Approval

1. **Non-Compliance:** DHCD may revoke its approval of a Starter Home Zoning District if the City has not complied with the requirements of Chapter 40Y.
2. **Infeasibility:** DHCD may revoke approval if the zoning applicable to the district no longer complies with Chapter 40Y.

H. Severability

If any provision of this ordinance is found to be invalid or unenforceable, the remainder of the ordinance shall remain in full force and effect.

SECTION 6: That a new Section 580 be added to Chapter 675 of the Code of the City of Gardner to be entitled, "Housing Priority Overlay District," to be written as follows:

§675-590 HOUSING PRIORITY OVERLAY DISTRICT

A. Purpose

The purpose of this ordinance is to encourage the development of housing in areas well-served by transit and municipal services, increase housing diversity, and promote compact, sustainable development patterns. This ordinance is intended to facilitate multifamily residential development in suitable locations while maintaining consistency with existing planning objectives and community character.

B. Definitions

1. **Multifamily Residential Use:** A residential development containing **two or more dwelling units** on a single parcel of land.
2. **Housing Priority Overlay District (HPOD):** A district established under this ordinance that overlays existing zoning districts and provides additional development standards and allowances for multifamily residential development.
3. **Transit-Accessible Area:** Land located within a reasonable walking distance of public transit stops or stations, as designated by the City.
4. **Development Site:** Any parcel of land within the HPOD suitable for multifamily residential development, excluding wetlands, floodplains, and steep slopes.

C. Establishment of the Housing Priority Overlay District

1. The City Council may establish one or more Housing Priority Overlay Districts in areas deemed appropriate for higher-density residential development.
2. The overlay district shall be mapped and officially recorded in the City's Zoning Map.
3. The HPOD shall **supersede underlying zoning restrictions only to the extent expressly allowed in this ordinance**, while all other zoning regulations remain applicable.

D. Permitted Uses

1. **Multifamily Residential Development** is permitted **by right** within the HPOD, subject to compliance with the development standards outlined in this ordinance.
2. **Accessory Uses**: Uses accessory to multifamily residential development, including parking, recreation areas, and community facilities, are permitted.
3. **Mixed-Use Development**: Ground-floor commercial uses may be permitted in mixed-use developments where allowed by the underlying zoning district.

E. Development Standards

1. **Density**: Minimum of **10 dwelling units per acre**, unless otherwise approved for environmental or infrastructure considerations.
2. **Building Height**: Maximum of **50 feet**, unless otherwise approved for specific site conditions.
3. **Setbacks**: Front, side, and rear setbacks shall be consistent with underlying zoning or as modified for multifamily developments to promote efficient land use.
4. **Parking**: Off-street parking shall be provided in accordance with City standards, with flexibility for shared or structured parking to encourage compact development.
5. **Open Space**: Developments must provide usable open space and landscaping to enhance livability.
6. **Design Standards**: Architectural design and site layout shall be compatible with surrounding neighborhoods and maintain visual harmony.

F. Site Plan Review

1. Multifamily developments within the HPOD **do not require special permits** for use, but shall undergo **site plan review** by the Planning Board to ensure compliance with this ordinance.
2. **Review Timeline:** The Planning Board shall issue a decision within **90 days** of receiving a complete application, unless an extension is mutually agreed upon.
3. **Approval Criteria:** The Planning Board shall approve the site plan if it complies with the development standards of the HPOD and applicable local regulations.

G. Reporting and Compliance

The City shall maintain records of all HPOD developments, including:

1. Number of multifamily units created.
2. Compliance with development standards.

H. Severability

If any provision of this ordinance is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 7: that Section 750(B) of Chapter 675 of the Code of the City of Gardner, thereof entitled “Schedule of Parking Uses,” be amended by removing the phrase “with 1 or fewer bedrooms; 2 per dwelling unit with 2 or more bedrooms,” from the section defining parking for “Dwelling,” in order to read as follows:

Principal Use	Parking Spaces Required
Dwelling	1 per dwelling unit

SECTION 8: That a new Subsection D be added to Section 770 of Chapter 675 of the Code of the City of Gardner, to be entitled “Cooperative Establishment and Operation of Parking Area,” to be written as follows:

D: Cooperative Establishment and Operation of Parking Areas - Required parking spaces for any number of Uses may be provided in a combined Lot or Lots (public or private), provided that the number of spaces in the combined facility shall not be less than the sum of those required of the individual Uses, with allowances made, upon formal designation, for night use or for separate and distinct working shifts, and provided also that such Lot or Lots shall be within 1,100 feet of the Principal Buildings served.

SECTION 9: That subsection A of Section 720 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Change of use,” be amended by replacing the phrase “For all zoning districts, except COM1,” with “for all residential zoning districts (SFR1,RR2, GR3),” to read as follows:

- A. Change of use. For all residential zoning districts (SFR1,RR2, GR3), a change in use where the existing use (or in the case of a vacancy, the next previous use) did not provide for the number of on-site parking spaces required by this chapter, then the proposed use shall only have to provide an additional number of parking spaces equal to the increase, if any, between the number required under this chapter for the existing use and the number required for the proposed use.

SECTION 10: That subsection B of Section 720 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Commercial 1 Districts,” be amended by replacing the title to “Commercial and Industrial Properties,” and replacing “Com1 Districts,” to “Commercial and Industrial Districts (Com1, Com2, Ind1, Ind2),” in the first recital, to read as follows:

B. Commercial and Industrial Districts.

(1) For Commercial and Industrial Districts (Com1, Com2, Ind1, Ind2), no additional parking is required for the following:

SECTION 11: That a new subsection B be added to Section 760 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Standard Dimensional regulations for off-street parking facilities,” to add a section for compact vehicles, with the current language in Section 675-760 be enumerated as Subsection A, preceding this new subsection to be entitled “Standard Sized Parking,” to read as follows:

A: Standard Sized Parking

Off-street parking facilities shall be laid out and striped in compliance with the following minimum provisions:

Angle of Parking	Width of Parking Stall (feet)	Parking Stall Length of Line (feet)	Width of Maneuvering Aisle (feet)
90° (2-way)	9.0	18	24
60° (1-way)	10.4	22	18

Angle of Parking	Width of Parking Stall (feet)	Parking Stall Length of Line (feet)	Width of Maneuvering Aisle (feet)
45° (1-way)	12.7	25	14
Parallel (1-way)	8.0	22	14
Parallel (2-way)	8.0	22	18

B: Compact Car Parking Spaces

- i. Compact car parking spaces may be permitted as part of the required off-street parking facilities for residential uses.
- ii. No more than **40% of the total required parking spaces** on a lot may be designated for compact cars.
- iii. Compact car spaces shall be clearly designated with pavement striping and/or signage.
- iv. Compact Car Spaces shall be laid out and striped in compliance with the following minimum provisions:

Angle of Parking	Width of Parking Stall (Feet)	Parking Stall Length of Line (Feet)	Width of Maneuvering Aisle (feet)
90° (2-way)	7.5	15	22
Parallel (1-way)	7.5	15	20
Parallel (2-way)	7.5	15	20

SECTION 12: That Subsection A(1) and Subdivision A(1)(a) of Section 770 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Design requirements for parking lots, facilities, and drive-throughs,” be deleted in their entirety and the remaining portions of Subsection A be renumerated accordingly.

SECTION 13: That Section 770(2) of Chapter 675 of the Code of the City of Gardner be amended by replacing the number “10” with the number “5” to read as follows:

2. Required parking spaces, loading areas and driveways shall be provided and maintained with suitable grading, paved surfaces and adequate drainage. No

parking space or other paved surface, other than an access driveway(s) or walkway(s), shall be located within 5 feet of any lot line, and notwithstanding the foregoing, no parking space or other paved surface other than an access driveway(s) or walkway(s) shall be located within the limits of a landscaped buffer area.

SECTION 14: That Section 770(5) of Chapter 675 of the Code of the City of Gardner be amended by deleting the sentence “landscaped areas may not be used for snow storage,” to read as follows:

5. Adequate provisions for snow removal and/or snow storage must be made and indicated on site plans.

SECTION 15: That a new Section 590 of Chapter 675 of the Code of the City of Gardner, to be entitled, “Inspection of Owner-Occupied Multifamily Units Exempted,” be added to read as follows:

§675-590: Inspection of Owner-Occupied Multifamily Units Exempted

Rental units located in dwellings containing three or fewer rental units, one with five or fewer units which is occupied by the owner, shall be exempt from the inspection requirements of this ordinance. The Building department will provide exempt unit owners with educational materials on all code requirements relative to their units on an annual basis.

SECTION 16: That the section entitled “Residential Uses” of Attachment 1 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Table of Uses,” be deleted in its entirety and replaced with the new table listed in Attachment 1 of this Ordinance Proposal, herein attached.

SECTION 17: that Attachment 2 of Chapter 675 of the Code of the City of Gardner, thereof entitled “Table of Lot, Area, Frontage, Yard and Height Requirements,” be deleted in its entirety and replaced with Attachment 2 of this Ordinance Proposal, herein attached.

SECTION 18: That a Housing Priority Overlay District be established in accordance with Section 6 of this Ordinance Proposal to the zoning classifications for the following parcels as designated on the Assessors Map of the City of Gardner, and further identified on the Map hereunto attached as “Attachment 3”:

M22-12-23; M27-22-34A; M22-17-2; M22-6-1; M22-6-2; M22-6-3;
M22-2-33; M22-20-53; R22-21-17; M22-18-15; M22-23-25; R22-7-7;
R22-7-8; M22-19-26; M22-19-9; M27-23-14; M27-23-17; M22-20-27;

M22-20-32; M22-13-20; M22-4-1A; M22-4-2; M22-4-24; M22-4-49;
 M22-4-50; M22-4-51; M22-4-52; M22-20-44; M22-1-37; M22-5-39;
 M27-21-3; M27-21-39; M22-1-6; M22-1-9; M22-5-24A; M22-7-57;
 M22-20-55; M17-5-9; M22-4-36; M27-22-28; M17-4-17; R22-16-40;
 M27-21-26; M22-4-28; M22-2-2; M22-14-11; M22-14-12A; M22-14-28;
 M22-25-18; R22-7-13; M22-19-1A; R22-11-12; M22-17-28; R22-17-36;
 M22-13-13; R22-11-3; M22-10-9; M22-17-18; M17-4-35; M22-14-23;
 M27-23-39; M22-17-11; M22-19-8; M22-17-27; R22-11-25; R22-6-64;
 M22-20-15; M22-4-46; M22-3-39; M22-7-27; M22-9-23; M22-2-7;
 M22-4-35; M27-21-10; M22-25-13; M22-18-5; R22-17-16; M22-10-1;
 M22-4-6; R22-11-2; M22-9-26; M22-5-36; M22-14-15; R22-12-42;
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 -32;M22-3-49;M27-21-27;M22-2-23;M22-7-42;M22-20-67;M17-4-6;M22-19-
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SECTION 19: That this ordinance take effect upon passage and publication as required by the General Laws of the Commonwealth and the Charter of the City of Gardner for a all Zoning Ordinance procedures and timelines.

**Chapter 675 Attachment 1
City of Gardner Table of Uses**

KEY:

P: Permitted Use

SP: Use allowed under special permit

SPPB: Use allowed by special permit from Planning Board

NP: Not Permitted/Prohibited Use

Description of Use	SFR1	RR2	GR3	COM1	COM2	IND1	IND2
Residential Uses							
1. Single Family detached Dwelling	P	P	P	P	NP	NP	NP
2. Single Family detached dwelling for personnel required for safe operation of a permitted use	NP	NP	NP	NP	NP	P	P
3. Small Homes (Tiny/Efficiency Homes)	P	P	P	P	NP	NP	NP
4. Two-Family Dwellings	P	P	P	SP	NP	NP	NP
5. Three- or Four- Family Dwelling	NP	SP	P	SP	SP	NP	NP
6. Multifamily Dwelling	NP	P	P	P	SP	SP	NP
7. Hotel/Motel	NP	SP	SP	P	P	SP	SP
8. Rooming House	NP	SP	SP	SP	NP	NP	NP
9. Bed-and-Breakfast, Including AirBNB/Vacation Rental	P	P	P	P	SP	NP	NP
10. Senior Residential Development							
a. Detached single-family dwelling	P	P	P	SPPB	SPPB	NP	NP
b. Two-family dwellings	P	SP	SPPB	SPPB	NP	NP	NP
c. Townhouse Dwellings	P	P	SP	SPPB	NP	NP	NP
d. Independent Living Units	NP	NP	SPPB	SPPB	SPPB	NP	NP
e. Assisted Living Residence with or without memory care	NP	NP	SP	SPPB	SPPB	NP	SPPB
f. Continuing care senior living community	NP	NP	SPPB	SPPB	SPPB	NP	SPPB
11. Open Space Residential Development	SP	SPPB	NP	NP	NP	NP	NP

**Chapter 675 Attachment 2
City of Gardner**

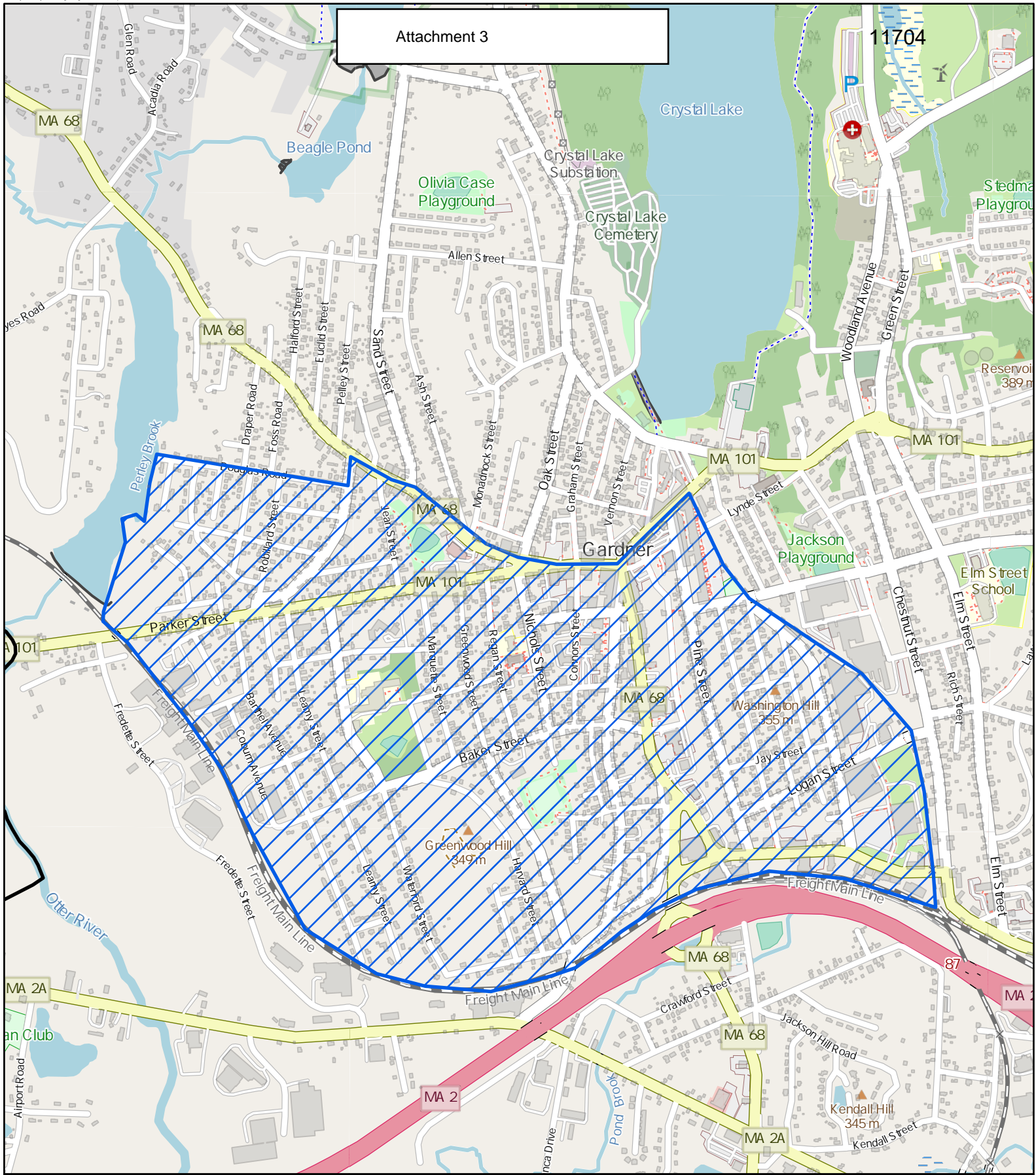
Table of Lot, Area, Frontage, Yard and Height Requirements¹

District	Minimum Lot Dimensions		Minimum Yard Dimensions in Feet			Maximum Height of Building		Maximum Lot Coverage with Impervious Surface	Open Space Required
	Area (Square Feet)	Frontage (Feet)	Front	Side	Rear	Stories	Feet		
Single Family Residential 1	8,000	75	20	15	20	4	48	75%	25%
Rural Residential 2	20,000	125	30	20	40	3	36	50%	50%
General Residential 3	5,000	50	15	10	20	5	60	90%	10%
Multifamily Use	2,500/unit	50	8	15	15	5	60	70%	30%
Commercial 1 ¹	10,000	80	10	10	20	8	96	85%	15%
Multifamily Use	1,500/unit	50	8	15	15	8	96	85%	15%
Commercial 2	30,000	100	30	20	30	5	60	85%	15%
Industrial 1	10,000	80	101	10	20 5 ²	15	180	85%	15%
Multifamily Use	1,500/unit	50	8	15	15	8	96	85%	15%
Industrial 2	30,000	150	40	20	30 5 ²	15	180	85%	15%

¹ See infill developments (§675-630), Overlay Districts and Planned Unit Developments (Article V), Special Residential Regulations (Article VIII) and Supplemental Regulations (Article X) for applicable dimensional requirements pursuant to special conditions.

² Where the rear lot line in such zones abuts a rail track, the rear setback shall be reduced to five feet.

Attachment 3



CITY OF GARDNER HOUSING PRIORITY ZONE

0 600 1,200 Feet





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

August 25, 2025

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

RE: A Measure Authorizing the Mayor to Enter into an Intermunicipal Agreement for Veterans Services with the Town of Hubbardston from the period beginning on January 1, 2026 through June 30, 2028

Dear Mr. President and Councilors,

The City was recently approached by the Town of Hubbardston, asking to join our Veterans Service District once their current Veterans Service Office deploys into service on January 1, 2026.

In speaking with our current Veterans Service Director, Cory Hasselman, and our newly starting Veterans Service Director, Christopher Davis, they have both confirmed that the workload in Hubbardston is small enough to not have a large impact on the services being provided by the office, even with the staff transitions currently occurring.

As we have done in the past, the assessment for the community is based on a formula of \$2.00 per population of the Town based on the 2020 census with a 3% increase per fiscal year.

The guidelines for minimum staffing in the office compared to population is attached to this correspondence as well.

Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

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

VOTED: To authorize the Mayor to enter into an Intermunicipal Agreement with the Town of Hubbardston for the purpose of providing Veteran's services among the two communities for the remainder of this fiscal year and through Fiscal Year 2028, under such terms and conditions as the Mayor deems appropriate and in accordance with the provisions of Section 4A of Chapter 40 of the General Laws.

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

This Intermunicipal Agreement, made and entered into this 1st day of January 2026, pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the town of Hubbardston, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as "Hubbardston," and the City of Gardner, a municipal corporation within the County of Worcester and the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as "Gardner" (collectively referred to as the "Municipalities").

WITNESSETH

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

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

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

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

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

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

Hubbardston and the City of Gardner city ordinances in which veteran services are being provided.

4. Term. The term of this Agreement is for three (3) years from FY2026 to FY2029 commencing on **January 1, 2026** and ending on **June 30, 2028** unless or until terminated by the parties hereto on written notice. Such notice shall be provided one hundred eighty (180) days prior to the end of the then current fiscal year and withdrawal from the agreement will be effective as of the last day of the succeeding fiscal year. In the event that Hubbardston fails to pay any invoice to Gardner in a timely manner, or in the event Hubbardston fails to approve a veteran services budget, as provided for herein and that is subject to appropriation by the Hubbardston Town Meetings, then Gardner may immediately suspend its services under this Agreement for non-performance. Upon receipt of the past due payments, together with adequate assurances of payment for future services, Gardner may commence performing its services again.
5. Cost sharing. During the term of this Agreement, Hubbardston will bear the costs of the Veteran's Service Officer according to the following fee schedules:
 - a. Hubbardston:
 - i. Fiscal Year 2026: \$4,328.00 (Prorated for Jan 26-June 26)
 - ii. Fiscal Year 2027: \$8,915.68
 - iii. Fiscal Year 2028: \$9,183.15

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

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

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

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

negotiation, then try resorting to other dispute resolution procedures, before proceeding to litigation.

8. Reports. Gardner shall, upon request of Hubbardston, provide Hubbardston with reports on the services provided and annual reports of expenditures and revenues of all accounts necessary to provide a complete picture of the financial condition of the shared function.
9. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Boards of Selectmen and the Gardner Mayor at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivery by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Town Administrator
Town of Hubbardston
48 Gardner Road
Hubbardston, MA 01452

Mayor
City of Gardner
95 Pleasant Street
Gardner, MA 01440

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

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

For the City of Gardner

Michael J. Nicholson, Mayor

For the Town of Hubbardston

Through its Select Board Authorized 8/4/2025



Nathan R. Boudreau, Town Administrator

Mayor

From: Cory Hasselmann
Sent: Monday, August 25, 2025 1:50 PM
To: Mayor
Subject: RE: Templeton Inter-municipality Agreement

Municipality Populations:

Gardner: 21,287
 Westminster: 8,213
 Ashburnham: 6,315
 Princeton: 3,495
 Ashby: 3,193
 Winchendon: 10,364
 Hubbardston: 4,328

District Total: 57,195

Cory Hasselmann

Director of Veterans' Services, Wachusett District

President of Gardner's Veterans Council

Serving Ashburnham, Ashby, Gardner, Princeton, Westminster & Winchendon

95 Pleasant Street, Room #14

Gardner, MA 01440

chasselmann@gardner-ma.gov

978.630.4017 (Office)

978.630.4057 (Fax)

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From: Mayor <Mayor@gardner-ma.gov>
Sent: Monday, August 25, 2025 1:49 PM
To: Cory Hasselmann <chasselmann@gardner-ma.gov>
Subject: FW: Templeton Inter-municipality Agreement

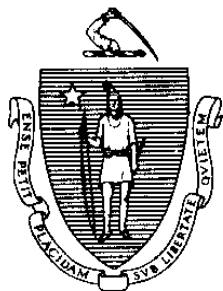
A Guide for Establishing Veterans' Services Districts Under Chapter 115



April 2011

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Promulgated and Published by
Commonwealth of Massachusetts
Department of Veterans' Services
600 Washington Street, 7th Floor
Boston, MA 02111
Telephone: (617) 210-5480
www.mass.gov/veterans

Frequently Asked Questions

What does the Massachusetts Department of Veterans' Services do?

The Massachusetts Department of Veterans' Services (DVS) is the Commonwealth's lead agency for overseeing the general welfare of the Commonwealth's nearly 400,000 veterans and their families. DVS establishes policy, proposes legislation, and advocates for adequate funding for the Commonwealth's veterans' benefits program under chapter 115 of the Massachusetts General Laws, and other veterans' programs and services. Although DVS works closely with the U.S. Department of Veterans Affairs (VA), DVS should not be confused with the VA, which is an agency of the federal government.

DVS interfaces daily with Veterans' Services Officers (VSOs) throughout Massachusetts to provide guidance and training for the administration of veterans' benefits under chapter 115 of the general laws. VSOs are city and town employees of DVS's municipal counterparts, who provide chapter 115 veterans' benefits at the local level directly to distressed and needy veterans and their eligible family members. The DVS Secretary authorizes veterans' benefits paid by VSOs, and reimburses cities and towns for seventy-five percent (75%) of municipal outlays that the Secretary deems lawful and proper. Municipalities seeking to consolidate their chapter 115 operations to promote efficiencies can request permission from the Secretary of DVS to establish and operate a "veterans' services district." Formation of veterans' services districts comes under the general direction of the DVS Secretary, who has established uniform standards which municipalities must meet before a proposed veterans' services district will receive approval by the Secretary.

DVS also liaisons with the VA regarding federal veterans' benefits and works to secure federal funding that might be available to assist Massachusetts indigent veterans and their dependents. At the time of publishing, DVS oversees three federal grants for employment training and homelessness. DVS provides oversight for 16 outreach programs and 13 transient housing and homeless shelters operated by non-profit contractors. Through its Statewide Advocacy for Veterans Empowerment (SAVE) outreach program, DVS also provides peer-to-peer suicide intervention and prevention support through its SAVE Outreach Team for veterans returning from Iraq and Afghanistan.

In addition, DVS operates the Women Veterans' Network (Network), with the vision of being the central resource for women veterans in Massachusetts. A key strength of the Network is its collaboration with the VA, the U.S. Department of Labor Women's Bureau, the Massachusetts National Guard Federal Women's Program, the Defense Department Task Force on Military Sexual Trauma, the U.S. Office on Women's Health, Veteran Centers throughout the Commonwealth, and others.

Another part of DVS's mission is the operation of two Massachusetts Veterans Memorial Cemeteries in Agawam and Winchendon. Certain deceased veterans can be buried in these veterans cemeteries at no cost, and eligible deceased spouses can be buried for a nominal fee.

Who is considered a veteran under the law?

The word “veteran” is a legal term defined under the Massachusetts General Laws (M.G.L.) chapter 4, section 7, clause 43, and is somewhat complex. The legal meaning of “veteran” also is augmented for specific circumstances under M.G.L. chapter 115, sections 1 and 6A. All the legal criteria for determining who is a veteran are not fully addressed here. Generally speaking, to be a “veteran” under Massachusetts law, a person is required to have either:

- 180 days of active duty service during peace time (active duty for training does not qualify) and his or her last discharge or release from active duty must be under conditions other than dishonorable (honorable or general discharge);
- OR –
- 90 days of active duty (active duty for training does not qualify), one day of which is during “wartime service,” and her or his last discharge or release from active duty must be under conditions other than dishonorable (honorable or general discharge). The dates of the various “wartime service” eras are specifically set forth under M.G.L. c. 4, § 7(43). One exception to the 90 days of active duty “wartime service” requirement is for *Vietnam I* era veterans, who are required to have served 180 days active duty, with at least one day of “wartime service.”

What are Chapter 115 veterans' benefits?

Several kinds of veterans' benefits are available under chapter 115 of the Massachusetts General Laws (M.G.L.), including Persian Gulf War veterans' bonuses, semi-annual annuities for certain disabled veterans and Gold Star parents and spouses, burial benefits, and various types of financial assistance for indigent veterans and their eligible dependents.

Chapter 115 financial assistance benefits are needs-based, means-tested income assistance for food, shelter, clothes, home heating fuel, medical care, and burial expenses for veterans and eligible family members, including Gold Star parents, widows, and dependent children whose income is under two hundred percent (200%) of the Federal Poverty Level.

Who pays for Chapter 115 veterans' benefits?

Persian Gulf War veterans' bonuses and semi-annual annuities for certain disabled veterans and Gold Star parents and spouses are paid directly to eligible applicants by the Secretary of the Massachusetts Department of Veterans' Services (DVS). Generally speaking, chapter 115 financial assistance benefits for food, shelter, clothes, home heating fuel, medical care, and burial expenses are paid directly to eligible applicants by municipalities through their municipal Veterans' Services Officers (VSOs), who then request authorization from the DVS Secretary for reimbursement. Seventy-five percent (75%) of these municipal outlays are reimbursed to the cities and towns by the Secretary.

What is a Veterans Services Officer or VSO?

The Massachusetts Department of Veterans' Services (DVS) and many of the veterans' services departments operated by the cities and towns of the Commonwealth use the term, "Veterans' Services Officer" or "VSO," for short. These terms are meant to describe a "veterans' agent" appointed pursuant to section 3 of chapter 115 of the Massachusetts General Laws, and chapter 471 of the Massachusetts Acts of 1972, if applicable. A veterans' agent is a municipal employee appointed annually by the mayor of each city or the selectmen of each town to disburse chapter 115 veterans' benefits to eligible residents of their local community. A veterans' agent must be a "veteran" under Massachusetts law.

What are the duties and responsibilities of the Veterans Services Officer or VSO?

A veterans' agent (sometimes referred to as a "Veterans' Services Officer" or "VSO," for short) is a city or town employee duly appointed each April by her or his municipal employer. A director of a veterans' services district is actually a veterans' agent who discharges his or her duties and obligations of behalf of each municipality within a district. Like a veterans' agent, the director of a veterans' services district may be referred to as a "Veterans' Services Officer" or "VSO."

VSOs are charged with the affirmative obligation to determine local applicants' eligibility and need for income assistance under the Commonwealth's chapter 115 veterans' benefits program for necessities such as food, shelter, clothes, home heating fuel, medical care, and burial expenses. VSOs also are responsible for obtaining authorization from the Secretary of the Massachusetts Department of Veterans' Services (DVS) after issuing payments of chapter 115 veterans' benefits to eligible applicants.

A VSO's affirmative obligation along these lines also carries with it the requirement of gathering and submitting all substantiating documents and information to DVS so that the local community can be reimbursed by the DVS Secretary. Cities and towns generally are reimbursed for seventy-five percent (75%) of their municipal outlays for chapter 115 veterans' benefits that the Secretary deems lawful and proper. Usually, the VSO is the municipal employee who is responsible for tendering chapter 115 veterans' benefit payments directly to their local community's eligible recipients. A more complete recitation of the affirmative obligations of veterans' agents or VSOs is set forth, by and large, under sections 3.01, 3.07, 8.01, 12.01, and 12.04 of title 108 of the Code of Massachusetts Regulations (CMR), and throughout chapter 115 of the Massachusetts General Laws (M.G.L.).

What is a Veterans' Services District?

Municipalities seeking to consolidate their chapter 115 operations to promote efficiencies can request permission from the Secretary of the Massachusetts Department of Veterans' Services (DVS) to establish and operate a "veterans' services district." As part of the district application process, municipalities must show their ability to adhere to all legal requirements and meet the DVS Secretary's uniform standards. *A Guide for Establishing Veterans' Services Districts under Chapter 115* explains how the Commonwealth's 351 municipalities may, if they so choose, duly establish and effectively operate veterans' services districts by consolidating the veterans' services operations of a reasonable number of towns, or a single city paired with a reasonable number of towns, to conserve municipal administrative costs.

Where can I go for more information?

Anyone seeking more information about veterans' benefits or veterans' services districts should first telephone their own local municipal veterans' services department located in their own city or town hall and speak with their local Veterans' Services Officer (VSO). The names and telephone numbers of local VSOs can be obtained from City or Town Clerks. If you have trouble finding the name and telephone number of your local VSO, then you may call the Massachusetts Department of Veterans' Services' (DVS) main telephone number at (617) 210-5480, and ask the DVS receptionist. Additional information is available from DVS's Chief Authorizer, who is available to answer "general questions" about veterans' benefits and veterans' services districts during regular business hours. No legal advice about veterans' benefits is provided by DVS.

Overview

Effective July 1, 2009, Chapter 60 of the Massachusetts Acts of 2009 established the Massachusetts Regionalization Advisory Commission (Commission). The Commission was vested with the authority to review all aspects of regionalization, including possible opportunities, benefits, and challenges to regionalizing governmental services within the Commonwealth. The Commission considered the costs and effects of regionalizing all such services including, but not limited to, veterans' services. Included among the Commission's 19 members were the Secretary of the Massachusetts Department of Veterans' Services (DVS) and his designees.

Concurrent with the efforts of the Commission, the Secretary of DVS formed a working committee which examined empirical data about existing veterans' services districts, as well as the legal requirements for duly establishing and operating such districts. The results of these studies have prompted the Secretary to establish uniform standards which municipalities must meet in order to receive the approval of the Secretary to establish and operate veterans' services districts.

Naturally, the driving concern for municipalities seeking approval from the Secretary to form veterans' services districts is the desire to consolidate local veterans' services to conserve costs and achieve administrative efficiencies. However, because the Secretary is charged under law with the general direction and oversight of veterans' services districts, the overarching concern is that cities and towns seeking to form a district must demonstrate that the veterans' benefits and services to be provided to veterans and dependents residing in the prospective district shall not be diminished.

With this key consideration in mind, the Secretary's working committee carefully contemplated the issue of adequate personnel staffing levels relative to the aggregate population of proposed veterans' services districts. To foster and assure robust delivery of information, advice, and assistance to veterans and their dependents residing in a proposed district, the Secretary has established minimum personnel staffing requirements and guidelines to be considered in determining the appropriate ratio of veterans' services personnel and support staff to the aggregate population of the prospective district.

A Guide for Establishing Veterans' Services Districts under Chapter 115 explains how the Commonwealth's 351 municipalities may apply to the Secretary for approval to establish and operate veterans' services districts under Massachusetts law.

Application for Approval of a Veterans' Services District from the Secretary

A Guide for Establishing Veterans' Services Districts under Chapter 115 is a directive promulgated pursuant to the authority vested in the Secretary of the Massachusetts Department of Veterans' Services (DVS) under sections 2 and 14 of chapter 115 of the Massachusetts General Laws (M.G.L.) for the guidance of all persons concerned with the Commonwealth's chapter 115 veterans' benefits program, including formation and operation of veterans' services districts.

By law, formation of veterans' services districts comes under the general direction of the DVS Secretary, who has established uniform standards which municipalities must meet before a proposed veterans' services district will receive approval by the Secretary. Section 12.2 of title 108 of the Code of Massachusetts Regulations (CMR) provides: "[t]he Secretary, relying upon the statutory authority of M.G.L. c. 115, § 14, requires any municipalities contemplating the formation or expansion of a district to submit a request for approval prior to forming or expanding a district."

Accordingly, a reasonable number of towns, or a single city paired with a reasonable number of towns, seeking to consolidate their chapter 115 veterans' services operations to promote efficiencies and conserve municipal administrative costs shall request permission from the Secretary of DVS to establish and operate a "veterans' services district." At the time of publishing, no particular form for making application to the Secretary for approval to establish and operate a "veterans' services district" is mandated. However, applications shall address fully the prospective district's ability to implement and adhere to the legal requirements of M.G.L. c. 115, chapter 471 of the Massachusetts Acts of 1972 (Mass. Acts), title 108 of the CMR, and the Secretary's uniform standards under this directive.

The Secretary's uniform standards for duly forming and effectively operating veterans' services districts appear throughout this directive, and include without limitation such considerations as the role and duties of the director of a veterans' services district, minimum personnel staffing requirements and guidelines for veterans' services districts, mandatory reapplication for veterans' services districts, and reasonable geographical proximity of municipalities within the district.

To provide a rational basis upon which the Secretary will consider a request for approval to form a veterans' services district, 108 CMR 12.02(2)(a) through 12.02(2)(f) mandates that certain information be furnished as part of the application process as follows:

- the names of each municipality seeking to form a veterans' services district;
- the population of each prospective constituent municipality;
- the position title of each person to be employed;
- the central office location;
- each satellite office location (if any); and
- the hours of operation for the central office and every satellite office (if any).

All veterans' services districts (*de jure* and *de facto*) purporting to exist prior to April 1, 2011, shall make re-application to the Secretary of DVS for approval of district status not later than 30 days prior to the end of each constituent municipality's fiscal year. Each such veterans' services district shall make re-application to the Secretary of DVS for approval of district status every two years thereafter. Each such applicant must demonstrate to the Secretary the district's ability to adhere to all legal requirements, meet the Secretary's uniform standards, and demonstrate that veterans' benefits and services to be provided to veterans and dependents residing in the prospective district shall not be diminished.

All other municipalities seeking approval of the DVS Secretary to establish and operate a veterans' services district may make initial application to the Secretary for approval of district status at any time. Each such veterans' services district shall make re-application to the Secretary for approval of district status not later than one year from the date of the Secretary's initial approval. Each such veterans' services district shall make re-application to the Secretary for approval of district status every two years thereafter. Each such applicant must demonstrate to the Secretary the district's ability to adhere to all legal requirements, meet the Secretary's uniform standards, and demonstrate that the veterans' benefits and services to be provided to veterans and dependents residing in the prospective district shall not be diminished.

Should the Secretary, in his sole discretion, determine at any time that a veterans' services district is not in compliance with any of the legal requirements of M.G.L. c. 115, chapter 471 of the 1972 Mass. Acts c. 471, title 108 of the CMR, and/or the Secretary's uniform standards under this directive, then the Secretary may deem such veterans' services districts dissolved. The Secretary may permit the dissolved district to reapply for approval of district status.

The Secretary's uniform standards for duly forming and effectively operating veterans' services districts, appear throughout this directive, including without limitation such considerations as the role and duties of the director of a veterans' services district, minimum personnel staffing requirements and guidelines for veterans' services districts, mandatory reapplication for veterans' services district, and reasonable geographical proximity of municipalities within the district. Information about the Central Hampshire Veterans' Services District, including its Inter-Municipal Agreement, is furnished as an example, but should not necessarily be construed as a model veterans' services district.

Role and Duties of the Director of a Veterans' Services District

The director of a veterans' services district is actually a veterans' agent who discharges his or her duties and obligations on behalf of each municipality within a district. Like a veterans' agent, the director of a veterans' services district may be referred to as a "Veterans' Services Officer" or "VSO."

VSOs are charged with the affirmative obligation to determine local applicants' eligibility and need for income assistance under the Commonwealth's Chapter 115 veterans' benefits program for necessities such as food, shelter, clothes, home heating fuel, medical care, and burial expenses. VSOs also are responsible for obtaining authorization from the Secretary of the Massachusetts Department of Veterans' Services (DVS) after issuing payments of Chapter 115 veterans' benefits to eligible applicants.

A VSO's affirmative obligation along these lines also carries with it the requirement of gathering and submitting all substantiating documents and information to DVS so that the local community can be reimbursed by the DVS Secretary. Cities and towns generally are reimbursed for seventy-five percent (75%) of their municipal outlays for Chapter 115 veterans' benefits that the Secretary deems lawful and proper. Usually, the VSO is the municipal employee who is responsible for tendering Chapter 115 veterans' benefit payments directly to their local community's eligible recipients. A more complete recitation of the affirmative obligations of veterans' agents or VSOs is set forth, by and large, under sections 3.01, 3.07, 8.01, 12.01, and 12.04 of title 108 of the Code of Massachusetts Regulations (CMR), and throughout Chapter 115 of the Massachusetts General Laws (M.G.L.).

In addition to the requirements contained in M.G.L. c. 4, § 7(43), M.G.L. c. 115, and title 108 of the CMR, the Secretary has determined (based his authority under M.G.L. c. 115, §§ 2 and 14) that municipalities' applications to establish and operate veterans' services districts shall contain full position descriptions for each prospective director of the veterans' services district and other veterans' agents, as needed, reflecting each such Veterans' Services Officer's knowledge, skills, and abilities as follows:

- The function and purpose of a VSO is to deliver essential services to the veterans and their eligible dependents residing in the municipalities that comprise the veterans' services district.
- The VSO shall take all applications for M.G.L. c. 115 veterans' benefits and shall make initial determinations of eligibility; forward requests for authorization for reimbursement to the Secretary of DVS; pay benefits and prepare and submit monthly returns of veterans' benefits paid by each constituent community within the veterans' services district.

- In each constituent municipality within the veterans' services district, the VSO shall maintain a depository of military discharges and service records of veterans residing in each such municipality within the district, makes copies, and forwards copies, as appropriate. Except as provided by law, VSOs are obligated under M.G.L. c. 40, § 51 to safeguard and protect from unauthorized disclosure the names of any persons residing in each of the constituent municipalities of the district who receive veterans' benefits under M.G.L. c. 115.
- The VSO shall be accountable for the proper interment of the remains of any veteran or adult dependent of a veteran in accordance with current regulations. The VSO shall prepare and submit documentation of veterans' and eligible dependents' burial expenses for partial reimbursement of funeral and burial or interment expenses from the Secretary of DVS.
- Except in constituent communities where the VSO is serving as the veterans' burial agent, the VSO should work with each constituent municipality's veterans' graves officer to ensure that each town and city within the veterans' services district is in compliance with the applicable general laws, regulations, and policies regarding proper interment and care of veterans' graves. The VSO should coordinate with each constituent community's graves officer responsible for the maintenance of veterans' graves, including the placement of a United States flag on each veteran's grave on Memorial Day each year.
- The VSO should provide outreach services by providing referrals and assistance to veterans and their dependents regarding available benefits and services, including G.I. Bill benefits under the various G.I. Bill iterations; educational assistance; home purchases; tax exemptions; pensions; reemployment rights; civil service; burials and hospitalizations; and adjudication of claims for federal veterans' benefits against the U.S. Department of Veterans Affairs (VA). The VSO should establish outreach programs that incorporate efforts to work with federal, state, and local governmental bodies and agencies, as well as private entities, as needed, including accessing federal veterans' benefits from the VA and employment assistance through Massachusetts Career Centers, and the U.S. Department of Labor's workforce training programs.
- The VSO should conduct public information campaigns to ensure that the eligible client population is aware of current laws. The VSO should keep current with changes in the laws which affect veterans' benefits and services by attending professional development programs and by communicating with DVS.
- The VSO should coordinate and supervise the observance of Memorial Day and Veterans' Day in the constituent communities within the veterans' services district in conjunction with each constituent community's veterans' council.

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- The VSO should arrange for the lowering of all flags within the veterans' services district on occasions of public mourning and upon orders from district officials, constituent communities, the Governor, and the President of the United States. The VSO should work with the municipalities comprising the veterans' services district and the U.S. Department of Defense, in cooperation with the families of lost and fallen veterans, to honor veterans lost in the line of duty and fallen veterans.

MINIMUM PERSONNEL STAFFING REQUIREMENTS AND GUIDELINES FOR VETERANS' SERVICES DISTRICTS

Aggregate Population of Municipalities Comprising Veterans' Services District	Full-Time Director of Veterans' Services District	Part-Time Director of Veterans' Services District	Full-Time Deputy Director or Assistant Director of Veterans' Services District	Part-Time Deputy Director or Assistant Director of Veterans' Services District	Full-Time Veterans' Agents	Part-Time Veterans' Agents	Full-Time Clerical Staff	Part-Time Clerical Staff
700,001 and Over	1	0	Optional	Optional	Ad Hoc	Ad Hoc	Ad Hoc	Ad Hoc
550,001 to 700,000	1	0	Optional	Optional	3	2	4	Optional
480,001 to 550,000	1	0	Optional	Optional	3	2	3	1
410,001 to 480,000	1	0	Optional	Optional	3	2	3	Optional
340,001 to 410,000	1	0	Optional	Optional	2	2	3	Optional
270,001 to 340,000	1	0	Optional	Optional	2	1	3	1
210,001 to 270,000	1	0	Optional	Optional	2	1	3	Optional
150,001 to 210,000	1	0	Optional	Optional	2	Optional	3	Optional
120,001 to 150,000	1	0	Optional	Optional	1	1	2	1
100,001 to 120,000	1	0	Optional	Optional	1	1	2	Optional
90,501 to 100,000	1	0	Optional	Optional	1	Optional	2	1
70,001 to 90,500	1	0	Optional	Optional	1	Optional	2	Optional
61,001 to 70,000	1	0	Optional	Optional	1	Optional	1	1
55,001 to 61,000	1	0	Optional	Optional	1	Optional	1	Optional
35,001 to 55,000	1	0	Optional	Optional	Optional	1	1	Optional
20,001 to 35,000	1	0	Optional	Optional	Optional	Optional	1	Optional
15,501 to 20,000	1	0	Optional	Optional	Optional	Optional	Optional	1
12,000 to 15,500	1	0	Optional	Optional	Optional	Optional	Optional	Optional
1 to 11,999	Optional	1	Optional	Optional	Optional	Optional	Optional	Optional

Withdrawing from a Veterans' Services District

A City's Withdrawal from a Veterans' Services District:

Any city that is a constituent member of a duly established veterans' services district may, by vote of its city council, withdraw from the district at the end of the city's fiscal year if such withdrawal is voted not less than sixty days prior to the end of the city's fiscal year and notice of such vote is filed with the other municipalities comprising the district.

A Town's Withdrawal from a Veterans' Services District:

Any town that is a constituent member of a duly established veterans' services district may, by vote of its selectmen, withdraw from the district at the end of the town's fiscal year if such withdrawal is voted not less than sixty days prior to the end of the town's fiscal year and notice of such vote is filed with the other municipalities comprising the district.

Mandatory Reapplication for Veterans' Services District:

Whenever a city or town exercises its option as provided by law to withdraw from a veterans' services district, the Secretary of the Massachusetts Department of Veterans' Services (DVS) deems the same a dissolution of the veterans' services district from which the city or town has withdrawn. If more than one former constituent municipality of the dissolved veterans' services district remains and desires to reconstitute the dissolved district, then such remaining former constituent municipalities must reapply for approval from the Secretary to reestablish and operate a "new" veterans' services district. Reapplications for district status must demonstrate the proposed reconstituted district's ability to implement and adhere to all requirements of law and the Secretary's uniform standards. Reapplications for district status need not include all remaining constituent municipalities of the dissolved veterans' services district, and may include "new" municipalities seeking to join in the reconstitution of the district.

An Example: Central Hampshire Veterans' Services District

Information about the Central Hampshire Veterans' Services District, including its Inter-Municipal Agreement, is furnished as an example, but should not necessarily be construed as a model veterans' services district.

District Composition:

At the time of publishing, the Central Hampshire Veterans' Services District is comprised of one city and seven towns with a total district population of 73,013, reported as follows:

<u>Municipality</u>	<u>Population</u>
(1) City of Northampton	28,370
(2) Town of Amherst	36,246
(3) Town of Chesterfield	1,270
(4) Town of Cummington	972
(5) Town of Goshen	957
(6) Town of Pelham	1,399
(7) Town of Williamsburg	2,522
(8) Town of Worthington	<u>1,277</u>
District Total	73,013

Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3 *et seq.*

Reasonable Geographical Proximity of Municipalities within the District:

Six of the eight municipalities within the Central Hampshire Veterans' Services District are adjoining, that is, they touch and share common boundaries. Although the other two towns in the district adjoin one another, they do not adjoin any of the other six municipalities. However, in consideration of the significant geographic feature between the City of Northampton and the Town of Amherst (*i.e.*, the Connecticut River), and whereas both municipalities are adjacent to the Town of Hadley, the Secretary of the Massachusetts Department of Veterans' Services (DVS), in his sole discretion, has concluded that the reasonable geographical proximity standard favors the circumstances peculiar to the Central Hampshire Veterans' Services District.

Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.

Personnel Staffing for the District:

At the time of publishing, the Central Hampshire Veterans' Services District employs three veterans' services officers, and an adequate number of clerical support staff. Specifically, the district employs one full-time director of the veterans' services district, two veterans' agents (one full-time, one part-time), and one full-time clerical support worker. The district's staffing reflects the spirit and substance of the Secretary's minimum personnel staffing requirements and guidelines for veterans' services districts.

Ref: M.G.L. c. 4, § 7(43); M.G.L. c. 115, §§ 1, 3, 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 2.02; 108 CMR 12.00.

Business Hours and Locations within the District:

At the time of publishing, the Central Hampshire Veterans' Services District's main office is located in the Northampton city hall, separate and apart from other city offices, and maintains regular business hours from 8:30 a.m. to 4:00 p.m., five days per week (Monday through Friday). The main office is staffed by the district's one full-time clerical support member. The district maintains an office at the Amherst town hall, separate and apart from other town offices, and maintains regular business hours from 8:30 a.m. to 4:00 p.m., three days per week (Monday, Wednesday, and Friday). One day per week (Monday), generally for two hours, the district maintains a presence separate and apart from the other town operations at the Williamsburg town hall. Office hours for all other constituent towns of the district are held biweekly, generally for two hours, in the town halls of each town separate and apart from the other operations of each town. The district's three Veterans' Services Officers (VSOs) periodically rotate their schedules in and amongst the eight constituent municipalities of the district to foster and assure robust delivery of information, advice, and assistance to veterans and their dependents residing in these communities.

Ref: M.G.L. c. 115, §§ 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.

Inter-Municipal Agreement of the Central Hampshire Veterans' Services District:

(Reproduced with permission of the Director, Central Hampshire Veterans' Services District)

VETERANS' SERVICES INTER-MUNICIPAL AGREEMENT

Between the City of Northampton and the Towns of Amherst, Chesterfield, Cummington, Pelham, Williamsburg, Goshen and Worthington for Fiscal Year 2012

Pursuant to c. 40, sec. 4A, this Agreement, approved by the Northampton City Council and the Selectboards of the participating Towns, is hereby entered into and is effective from this first day of July, 2010, by and between the City of Northampton and the Towns of Amherst, Chesterfield, Cummington, Pelham, Williamsburg, Goshen and Worthington. This agreement contractually enables the Director of Northampton's Veterans Services Office (hereafter "the Northampton Office"), and such other Veterans Service Officers as shall be

on staff of such office, to perform the duties of such office for all of the towns which are party to this agreement. The term of this contract shall be for Fiscal Year 2012: July 1, 2011 through June 30, 2012.

1. Such duties will be performed in the Northampton office of the City's Veterans' Services Officer during regularly scheduled business hours or in the member towns during weekly office hours there.
2. It is understood and agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of Chapter 115 of the Massachusetts General Laws shall be paid by the Treasurer of the member Town in which that Veteran resides.
3. It is understood and agreed that the seventy-five percent (75%) reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to the member Town in which that Veteran resides.
4. The Veterans' Service Officer of Northampton shall serve as the Director of the Northampton Office and will supervise all Staff in their duties as related to the Office in the various Towns.
5. A Member Board shall be created on acceptance of this agreement with one representative from each member community. Each community shall have one vote in matters that come before the Board. The Board shall meet no less than twice a year.
6. The Northampton Office shall work with local Veterans Councils from the member communities to assist the Councils in coordinating all ceremonies and parades in all member communities.
7. The Northampton Office shall comply with the DVS Directive, dated June 8, 2009, to move to a paperless Web-VSMIS system in August of 2009. In anticipation of this transition to paperless benefits, member communities shall make available to the Veterans' Services Officer such technology as may be required to comply with the paperless directive, or will make appropriate arrangements with the Director as needed.
8. For the Fiscal Year 2012, each member community will be responsible for its own procurement of flags. Beginning in FY 2011, each member town will contribute 25% of the cost of procuring flags for their community to the Northampton Office and the Northampton Office shall procure and distribute all flags in FY 2012.
9. Assessments to the District shall be made payable to the City of Northampton, and mailed to the Central Hampshire Veterans' Services District Office, 240 Main Street, Northampton, MA 01060 no later than July 20, 2012. For Fiscal Year 2012,

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assessments are made based on population. The Assessments for Fiscal Year 2011 shall be as follows:

- a. Amherst.....\$70,808.00
- b. Chesterfield.....\$ 4,198.00
- c. Cummington....\$ 3233.00
- d. Pelham.....\$ 4,620.00
- e. Williamsburg....\$ 8,031
- f. Worthington....\$ 4,182.00
- g. Northampton...\$87,557.00
- h. Goshen.....\$ 3,158.00

All remaining costs associated with the operation of the Central Hampshire Veterans Services Office shall be paid by the City of Northampton.

If additional towns opt to join the Inter-Municipal Veterans' Services Agreement in FY 2012, it is understood that the annual assessments will change.

This agreement may be renewed on an annual basis by mutual written agreement of all the parties.

City of Northampton:

Mayor Mary Clare Higgins

date

Town of Amherst:

John Musante, Town Manager of Amherst

date

Town of Chesterfield:

David Kielson, Select Board Chair

date

Town of Cummington:

Russel L. Sears III, Select Board Chair

date

Town of Pelham:

Edward Martin, Select Board Chair

date**Town of Williamsburg:**

Denise Bannister, Select Board Chair

date**Town of Worthington:**

Evan Johnson, Select Board Chair

date**Town of Goshen:**

E. J. Brennan, Select Board Chair

date

Appendix

The following provisions are not the official versions of the Massachusetts General Laws (M.G.L.), the Massachusetts Acts and Resolves (Mass. Acts), or the Code of Massachusetts Regulations (CMR). Reasonable efforts have been undertaken to assure the validity of the information provided at the time of publishing; however, do not depend on this information without first consulting official editions of the M.G.L., Mass. Acts, and CMR.

Veteran

M.G.L. c. 4, § 7. Definitions of statutory terms; statutory construction.

In construing statutes the following words shall have the meanings herein given, unless a contrary intention clearly appears:

* * *

Forty-third, “Veteran” shall mean (1) any person, (a) whose last discharge or release from his wartime service as defined herein, was under honorable conditions and who (b) served in the army, navy, marine corps, coast guard, or air force of the United States, or on full time national guard duty under Titles 10 or 32 of the United States Code or under sections 38, 40 and 41 of chapter 33 for not less than 90 days active service, at least 1 day of which was for wartime service; provided, however, than any person who so served in wartime and was awarded a service-connected disability or a Purple Heart, or who died in such service under conditions other than dishonorable, shall be deemed to be a veteran notwithstanding his failure to complete 90 days of active service; (2) a member of the American Merchant Marine who served in armed conflict between December 7, 1941 and December 31, 1946, and who has received honorable discharges from the United States Coast Guard, Army, or Navy; (3) any person (a) whose last discharge from active service was under honorable conditions, and who (b) served in the army, navy, marine corps, coast guard, or air force of the United States for not less than 180 days active service; provided, however, that any person who so served and was awarded a service-connected disability or who died in such service under conditions other than dishonorable, shall be deemed to be a veteran notwithstanding his failure to complete 180 days of active service.

“Wartime service” shall mean service performed by a “Spanish War veteran”, a “World War I veteran”, a “World War II veteran”, a “Korean veteran”, a “Vietnam veteran”, a “Lebanese peace keeping force veteran”, a “Grenada rescue mission veteran”, a “Panamanian intervention force veteran”, a “Persian Gulf veteran”, or a member of the “WAAC” as defined in this clause during any of the periods of time described herein or for which such medals described below are awarded.

“Spanish War veteran” shall mean any veteran who performed such wartime service between February fifteenth, eighteen hundred and ninety-eight and July fourth, nineteen hundred and two.

“World War I veteran” shall mean any veteran who (a) performed such wartime service between April sixth, nineteen hundred and seventeen and November eleventh, nineteen

hundred and eighteen, or (b) has been awarded the World War I Victory Medal, or (c) performed such service between March twenty-fifth, nineteen hundred and seventeen and August fifth, nineteen hundred and seventeen, as a Massachusetts National Guardsman.

“World War II veteran” shall mean any veteran who performed such wartime service between September 16, 1940 and July 25, 1947, and was awarded a World War II Victory Medal, except that for the purposes of chapter 31 it shall mean all active service between the dates of September 16, 1940 and June 25, 1950.

“Korean veteran” shall mean any veteran who performed such wartime service between June twenty-fifth, nineteen hundred and fifty and January thirty-first, nineteen hundred and fifty-five, both dates inclusive, and any person who has received the Korea Defense Service Medal as established in the Bob Stump National Defense Authorization Act for fiscal year 2003.

“Korean emergency” shall mean the period between June twenty-fifth, nineteen hundred and fifty and January thirty-first, nineteen hundred and fifty-five, both dates inclusive.

“Vietnam veteran” shall mean (1) any person who performed such wartime service during the period commencing August fifth, nineteen hundred and sixty-four and ending on May seventh, nineteen hundred and seventy-five, both dates inclusive, or (2) any person who served at least one hundred and eighty days of active service in the armed forces of the United States during the period between February first, nineteen hundred and fifty-five and August fourth, nineteen hundred and sixty-four; provided, however, that for the purposes of the application of the provisions of chapter thirty-one, it shall also include all active service between the dates May seventh, nineteen hundred and seventy-five and June fourth, nineteen hundred and seventy-six; and provided, further, that any such person who served in said armed forces during said period and was awarded a service-connected disability or a Purple Heart, or who died in said service under conditions other than dishonorable, shall be deemed to be a veteran notwithstanding his failure to complete one hundred and eighty days of active service.

“Lebanese peace keeping force veteran” shall mean any person who performed such wartime service and received a campaign medal for such service during the period commencing August twenty-fifth, nineteen hundred and eighty-two and ending when the President of the United States shall have withdrawn armed forces from the country of Lebanon.

“Grenada rescue mission veteran” shall mean any person who performed such wartime service and received a campaign medal for such service during the period commencing October twenty-fifth, nineteen hundred and eighty-three to December fifteenth, nineteen hundred and eighty-three, inclusive.

“Panamanian intervention force veteran” shall mean any person who performed such wartime service and received a campaign medal for such service during the period commencing December twentieth, nineteen hundred and eighty-nine and ending January thirty-first, nineteen hundred and ninety.

“Persian Gulf veteran” shall mean any person who performed such wartime service during the period commencing August second, nineteen hundred and ninety and ending on a date to be determined by presidential proclamation or executive order and concurrent resolution of the Congress of the United States.

“WAAC” shall mean any woman who was discharged and so served in any corps or unit of the United States established for the purpose of enabling women to serve with, or as auxiliary to, the armed forces of the United States and such woman shall be deemed to be a veteran.

None of the following shall be deemed to be a “veteran”:

- (a) Any person who at the time of entering into the armed forces of the United States had declared his intention to become a subject or citizen of the United States and withdrew his intention under the provisions of the act of Congress approved July ninth, nineteen hundred and eighteen.
- (b) Any person who was discharged from the said armed forces on his own application or solicitation by reason of his being an enemy alien.
- (c) Any person who has been proved guilty of wilful desertion.
- (d) Any person whose only service in the armed forces of the United States consists of his service as a member of the coast guard auxiliary or as a temporary member of the coast guard reserve, or both.
- (e) Any person whose last discharge or release from the armed forces is dishonorable.

“Armed forces” shall include army, navy, marine corps, air force and coast guard.

“Active service in the armed forces”, as used in this clause shall not include active duty for training in the army national guard or air national guard or active duty for training as a reservist in the armed forces of the United States.

M.G.L. c. 115, § 1. Definitions.

The following words, as used in this chapter, unless the context otherwise requires, shall have the following meaning:--

* * *

“Veteran”, any person who (a) is a veteran as defined in clause Forty-third of section seven of chapter four; or (b) meets all the requirements of said clause Forty-third except that instead of performing wartime service as so defined he has served on active duty in the Mexican border service, between June thirteenth, nineteen hundred and sixteen, and February third, nineteen hundred and seventeen; or (c) is entitled to the Civil War, Indian Campaign, Spanish Campaign, or Spanish War Service Medal; or (d) meets all the requirements of said clause Forty-third except that instead of performing ninety days active service, at least one day of which was for wartime service, he has performed active service in the armed forces of the United States at any time between April sixth, nineteen hundred and seventeen and

November eleventh, nineteen hundred and eighteen, inclusive; or (e) meets all the requirements of said clause Forty-third, except that instead of performing wartime service as so defined he is entitled to any of the following campaign badges: First Nicaraguan, Haitian, Dominican, Yangtze River, Second Yangtze River, Second Nicaraguan, Vera Cruz, Mexican Service; provided, that in any case the service of such person was credited to Massachusetts, or such person has resided in the commonwealth for 1 day.

M.G.L. c. 115, § 6A. Veteran; definition.

As used in this section and in sections 6B and 6C, the word “veteran” shall mean a person who has performed service as defined in clause Forty-third of section 7 of chapter 4 and whose last discharge or release from the armed forces of the United States was under other than dishonorable conditions and who is a resident of the commonwealth.

108 CMR 2.02: Definitions.

Unless the context otherwise requires, terms used in 108 CMR shall have the following meanings:

* * *

Veteran means any person who satisfies the definition of Veteran in M.G.L. c. 4, § 7, clause forty-third, and M.G.L. c. 115, §§ 1 and 6A.

Massachusetts Regionalization Advisory Commission

2009 Mass. Acts c. 60, §§ 1-2, *et seq.*

Sect 1. Notwithstanding any general or special law to the contrary, there shall be a 19 member Massachusetts regionalization advisory commission consisting of the following members: the secretary of the executive office for administration and finance, or his designee, who shall serve as chair of the commission; the secretary of the executive office of health and human services or his designee; the secretary of the executive office of energy and environmental affairs or his designee; the secretary of the executive office of public safety or his designee; the secretary of the executive office of transportation and public works or his designee; the secretary of the executive office of elder affairs or his designee; the secretary of the executive office of veterans’ affairs or his designee; the secretary of the executive office of labor and workforce development or his designee; the secretary of the executive office of education or his designee; the secretary of the executive office of housing and economic development or his designee; the president of the senate or his designee; the speaker of the house of representatives or his designee; the minority leader of the senate or his designee; the minority leader of the house of representatives or his designee; a representative from the metropolitan area planning council; a representative from the Massachusetts Municipal Association; and 3 members to be appointed by the governor all of whom shall have knowledge and experience in 1 or more of the following areas: municipal government and services, municipal agreements, shared services or regionalization. Each member shall serve without compensation.

The commission shall review all aspects of regionalization including possible opportunities, benefits and challenges to regionalizing services within the commonwealth. The commission shall consider the costs and effects of regionalizing all services including, but not limited to:

education, public safety, public health, public works, housing, veterans' services, workforce development, municipal finance and structure, elder services and transportation.

The commission shall submit its finding and recommendations for regionalizing services, together with drafts of legislation necessary to carry those recommendations into effect by filing the same with the clerks of the house of representatives and senate, the house and senate committees on ways and means and the joint committee on municipalities and regional government not later than April 30, 2010.

Sect. 2. This act shall take effect as of July 1, 2009.

Veterans' Services District

1972 Mass. Acts c. 471, §§ 1-3, *et seq.*

Sect. 1. Notwithstanding any provision of law to the contrary, any city or town having a part-time veterans' agent or part-time director of veterans' services shall, at the end of the term of such agent or director, whether by resignation, retirement or otherwise, either join a Veterans' Services district in the manner provided by section ten of chapter one hundred fifteen of the General Laws, or appoint a full-time veterans' agent or director of veterans' services.

Sect. 2. The provisions of section one of this act shall not apply to any city or town so long as the incumbent of the office of part-time veterans' agent or part-time director of veterans' services in such city or town, on the effective date of this act, continues to hold such office by reappointment.

Sect. 3. The provisions of section one shall not apply to any town having a population of less than twelve thousand persons.

M.G.L. c. 115, § 10. Creation; directors; districts; treasurer of district.

The mayors of cities and the selectmen of towns, other than cities and towns which become part of a district as authorized by the second paragraph of this section, shall cause to be established and maintained in their respective cities and towns a department for the purpose of furnishing such information, advice and assistance to veterans and their dependents as may be necessary to enable them to procure the benefits to which they are or may be entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, pensions, and other veterans' benefits. Each department so established and maintained shall be known as the department of veterans' services, and the officer in charge thereof shall be known as the director of veterans' services. Such director and any assistant or deputy director appointed under this section or section eleven shall be a veteran and shall be appointed in a city by the mayor, with the approval of the city council, and in a town by the selectmen.

Two or more adjoining towns, or two or more adjoining municipalities only one of which is a city, may, in a city by vote of the city council thereof, and in a town by vote of the selectmen thereof, form a district for the purposes set forth in the first paragraph of this section,

including the appointment and compensation of a director of veterans' services, for the enforcement therein of such purposes and of such other provisions of law as it may be his duty to enforce. Any constituent city or town by vote may withdraw from the district at the end of any fiscal year of such city or town if such withdrawal is voted in the manner aforesaid not less than sixty days prior to the end of such fiscal year and notice of such vote is filed with the other municipalities comprising the district.

The director of veterans' services of each district established under authority of the preceding paragraph shall, under the direction of the district board referred to in section eleven, perform the duties of his office in each of the municipalities comprising his district.

The treasurer of one of the municipalities comprising such district, designated by the district board thereof, shall be treasurer of the district and shall give to the district a bond, with a surety company authorized to transact business in the commonwealth as surety, for the faithful performance of his duties as treasurer of the district in such sum and upon such conditions as said district board may require. The district treasurer shall disburse the money received under the provisions of section eleven upon warrants approved by the district board.

M.G.L. c. 115, § 11. District boards; powers; apportionment of expenses; payment of costs and expenses by district members.

In every district established under authority of section ten there shall be a board composed of the mayor or his designee of such city, if any, as may be included in the district and the chairman of the board of selectmen or its designee of each of the towns, if any, included in said district and the town manager or his designee in a municipality with a town council form of government, if any, included in said district. Said board shall appoint, fix the compensation of, and may remove the director of veterans services of said district. Said board may appoint, fix the salary of, and remove, a deputy or assistant to such director, if in the opinion of said board such an officer is necessary.

Said board may determine the expenses of said director and deputy or assistant and of the department under the charge of said director, and may apportion said expenses among the several municipalities comprising such district on the basis of the taxable valuation of said municipalities as last established by the general court as a basis of apportionment for state and county taxes, or on the basis of the population of each municipality in such district based on the most recent federal census, or by any other means determined by a unanimous vote of said board to be fair and equitable to each community. Said board shall promptly thereafter notify the treasurers of said municipalities of such apportionment. Every city or town treasurer so notified shall, annually in December, certify the amount of such apportionment to the board of assessors of his municipality, who shall include such amount in the tax levy of the following year.

Upon order of the district board the city or town treasurer of each of the constituent members of the district shall from time to time pay to the district treasurer a sum or sums not exceeding, in the aggregate, the amount certified by the board as its respective share of the costs and expenses of the district. In case a city or town becomes a member of a district at a time when it is too late to permit an assessment as provided by sections ten to fourteen,

inclusive, such city or town may appropriate and pay to the district treasurer an amount representing its proportionate share of the expense of the district for the period ending December thirty-first in the year in which such city or town becomes a member of the district.

M.G.L. c. 115, § 14. Control and direction of commissioner; separate and independent location.

Departments established and maintained under sections ten to fourteen, inclusive, shall be under the general direction of the commissioner, and they shall be physically located independently of, and separate and apart from, any other public or private agency, board, bureau, social agency or society, except a department or agency disbursing aid or relief or veterans' benefits under this chapter.

108 CMR 12.00: Districts and Duties of Veterans' Agents.

Section

12.1 : Providing Required Services to the Veterans and Dependents

12.2 : Prior Approval of Secretary Necessary to Form or Expand a District

12.03: Requirements of St. 1972, c. 471 for Full-time Veterans' Agents

12.04: Duties of Veterans' Agents

12.1 : Providing Required Services to the Veterans and Dependents

(1) The directors of veterans' services of every district shall perform the duties of their office in each of the municipalities comprising such district.

(2) The Secretary requires every district, whether existing or newly formed, to maintain a central office within the district to insure that veterans and their dependents will be able to contact and receive such proper advice and assistance by a district's director of veterans' services.

(3) Districts are encouraged to maintain satellite offices in the municipal buildings in other municipalities within said district where veterans and their dependents can meet in confidence with the district director.

(4) In every central office maintained within the district, the hours of operation shall be the hours of operation of the main municipal building of that municipality. In every office or municipal building, the name of the District Director, hours of operation, locations of every office within said district, and telephone numbers shall be posted conspicuously and readily accessible for all to read.

12.2 : Prior Approval of Secretary Necessary to Form or Expand a District

(1) The Secretary, relying upon the statutory authority of M.G.L. c. 115, § 14, requires any municipalities contemplating the formation or expansion of a district to submit a request for approval prior to forming or expanding a district.

(2) To provide a rational basis upon which the Secretary will consider any request for approval to form a district, the following information must be provided:

- (a) the names of each municipality seeking to form a district,
- (b) the population of each municipality,
- (c) the position title of each person to be employed
- (d) the central office location,
- (e) any satellite office location, and
- (f) hours of operation for the central office and every satellite office.

12.3 : Requirements of St. 1972, c. 471 for Full-time Veterans' Agents

Notwithstanding any provision of the law to the contrary, any city or town having a population over 12,000 and having a part-time veterans' agent or part-time director or veterans' services shall, at the end of term of such agent or director, whether by resignation, retirement or otherwise, either join a veterans' services district in manner provided by M.G.L. c. 115 § 10, or appoint a full-time veterans' agent or director of veterans' services. These provisions shall not apply to any city or town so long as the incumbent of the office of part-time veterans' agent or part-time director of veterans' services holds such office by reappointment.

12.4 : Duties of Veterans' Agents

- (1) With the approval of the Secretary, a municipality may assign non-veterans' business to full-time veterans' agents for the municipality, provided he or she is available to perform veterans' business during normal hours of town or city hall business. The full-time veterans' agent shall not hold any other full-time position in the municipality.
- (2) In addition to administering public assistance benefits under M.G.L. c. 115, the veterans' agent shall also assist veterans in obtaining VA compensation and pension.
- (3) The veterans' agent shall furnish information, advice and assistance to veterans and their dependent to enable them to procure the benefits to which they are or may be entitled relative to employment, vocational or other educational opportunities, hospitalization, medical care, and other veterans' benefits.
- (4) The veterans' agent shall acquire and have on hand copies of current booklets and other printed matter pertaining to statutory rights of veterans provided under state and federal laws. They shall also work in close coordination with existing federal agencies established for the aid of veterans, and they shall enlist the support of hospitals within their respective communities or districts for carrying out their mission.

Veterans' Agent

M.G.L. c. 115, § 1. Definitions.

The following words, as used in this chapter, unless the context otherwise requires, shall have the following meaning:--

* * *

“Veterans' agent” or “Part-time veterans' agent”, a veteran, as defined in clause Forty-third of section seven of chapter four, appointed under section three to disburse veterans' benefits in any city or town, or, if no such appointment has been made, the mayor of the city or the selectmen of the town disbursing such benefits; in Boston, the veterans' benefits and services commissioner.

M.G.L. c. 115, § 3. Appointment of veterans' agents; powers and duties.

The mayor of each city except Boston shall, and the selectmen of each town may, annually in April, appoint a veterans' agent to act for him or them in the disbursement of veterans' benefits by such city or town; provided, however, that in each town having a part time veterans' agent the town clerk shall receive applications and assist applicants for, veterans' benefits, and shall turn over said applications to the veterans' agent. Two or more contiguous towns may, by vote of the selectmen, appoint one person to serve as veterans' agent for such towns and may apportion the payment of compensation among such towns.

Every veterans' agent shall, from time after the original allowance of any claim for veterans' benefits, make such investigations of the necessities and qualifications of the claimant as to prevent the payment of any such benefits contrary to any provision of this chapter.

Every such agent shall, within three days after his receipt of an application from or in behalf of a civil war veteran, his wife or widow, for special care, under the provisions of section two, notify the commissioner thereof upon blank forms approved by him; upon his refusal or unreasonable neglect to give such notice, such agent shall be punished by a fine of twenty-five dollars.

Upon the request of any veteran, the veterans' agent for the city or town in which he resides shall record his discharge or release papers, without charge, in books kept by him for that purpose. Said agent shall keep an index of papers so recorded, and copies thereof, if attested by him, shall be admissible in evidence to the same extent and with the same effect as the originals.

108 CMR 2.02: Definitions.

Unless the context otherwise requires, terms used in 108 CMR shall have the following meanings:

* * *

Veterans' Agent means a Veterans' Services Officer appointed pursuant to M.G.L. c. 115, § 3 and St. 1972, c. 471, if applicable.

108 CMR 3.00: Eligibility for Veterans' Benefits.

Section

3.01: Determination of Eligibility

* * *

3.07: Supporting Documents for Benefits Application

3.01: Determination of Eligibility

(1) Residence. The veterans' agent shall make the initial determination of the residence of an applicant for veterans' benefits. The Secretary shall decide all controversies among towns, or between an applicant and a veterans' agent, regarding the applicant's residence. Veterans' agents may take applications on behalf of their counterparts in adjoining cities and towns, but shall not be responsible for providing benefits, which are the responsibility of the city or town where the applicant resides.

(2) Homeless Applicant. An applicant lacking a present abode shall be required to provide an affidavit stating his identity, his last place of residence, and his intention to establish an abode within the city or town in which he applies.

(3) Veterans' Agent's Determination and Recommendation. The veterans' agent shall determine an applicant's eligibility and need for benefits on the basis of information obtained from the applicant and through the agent's own investigation. The veterans' agent then shall make a determination on the type and level of benefits, if any, which shall be granted to the applicant unless the determination requires prior approval. The veterans' agent shall not deny an application for benefits on the ground that it does not present a situation conforming to a pattern for which there are predetermined standards of assistance. The determination of a veterans' agent that an applicant is or is not eligible for or does or does not need veterans' benefits shall be supported by adequate evidence. The determination and recommendation of the veterans' agent shall be made available in writing to the applicant and shall include facts supporting the determination and recommendation and reference to the applicable statutes or regulations.

(a) The veterans' agent shall not deny an application or withhold benefits payments solely because of delays in the administrative or investigatory process.

(b) Whenever the veterans' agent determines that an application shall be approved, he or she shall promptly send written notification to the applicant on a Notice of Determination form prescribed by the Secretary advising the applicant of the amount of benefits to be provided and the effective date, and the applicants' right of appeal if dissatisfied with the amount or the effective date of benefits.

3.07: Supporting Documents for Benefits Application

(1) The applicant shall submit to the veterans' agent, who shall submit to DVS, supporting documents to verify the military service, dependent status, marital status, income, school enrollment verification, and other categories as listed in 108 CMR 3.07: *Table 1*. The veterans' agent shall send legible copies of these documents, and any other documents requested by the authorizer to DVS.

(2) The veteran's agent shall submit to DVS written verification of the full-time status of a student in each February and October that a child over the age of 18 is attending high school, college, or other institution of higher learning. For children under the age of 18 written verification of student status shall be submitted with the January update.

(3) Requests for reimbursement of any services rendered to or on behalf of a recipient must be accompanied by the following:

(a) Receipt on bill provider's letterhead.

(b) Names, addresses of providers and license numbers where applicable.

108 CMR 8.00: Investigations, Appeals, Terminations, and Refunds.

Section

8.01: Investigations

* * *

8.01: Investigations

(1) Agent's Responsibility.

(a) In order to ensure the proper level of benefits are paid to the recipient, the veterans' agent has the legal responsibility to conduct periodic investigations into the applicant's eligibility and need for such benefits. The purpose of the investigation is to assess changes in the applicant's need for financial assistance, his or her own ability to meet those needs and his or her eligibility for veterans' benefits. Hearsay information on the applicant's reputation or the unsupported opinions of the veterans' agent shall not be a sufficient basis for the disqualification of an applicant.

(b) The veterans' agent shall not rely on information gathered by any other party in preparing recommendations on the continuation of benefits to the applicant. If the veterans' agent does rely on such information and it is subsequently determined that benefits have been paid contrary to statute or regulation, DVS shall not provide reimbursement for such payments.

(c) The veterans' agent shall respond to all inquiries from DVS concerning the needs of the applicant, his or her work history or ability to work, his or her financial status, and any other information concerning the applicant's compliance with 108 CMR 8.00. Failure to respond in a timely manner may result in disallowance of benefits. The Secretary may approve benefits contingent upon the veterans' agent responding to the Secretary's request for information. Any failure to respond within either a designated period or with the next regular submission of requests for authorization shall be deemed untimely. The recipient shall fully cooperate with the veterans' agent pursuant to the Secretary's request for information.

(2) Sources of Information.

- (a) The Department of Public Health, Registry of Vital Records and Statistics, maintains a central repository of records concerning births, deaths and marriages within the Commonwealth. The veterans' agent may collect such information from that office, rather than contacting individual cities and towns.
- (b) The War Records Section of the Adjutant General's Office maintains complete records on the military service of veterans whose place of residence was Massachusetts at the time of their discharge. When an applicant does not have the necessary discharge or release document in his or her possession at the time of the application, the veterans' agent shall obtain the basic background details and then request a certificate of military service from the War Records Section. Other sources of military records are the VA Regional Offices and the Military Personnel Records Center in St. Louis, Missouri.
- (c) Records of divorce, separation, adoption and similar proceedings may be obtained from the Probate Court which had jurisdiction over the matter.
- (d) Information on an applicant's compliance with support orders may be obtained from the probation officer in the appropriate Probate and Family Court.
- (e) The veterans' agent, with the full cooperation of the applicant, shall obtain information on the wages or reasons for unemployment of an applicant from the applicant's employer. The veterans' agent also may obtain such information on wages earned by an applicant's spouse or children, provided that the spouse and children are members of the applicant's household. If obtaining a wage earner's report would jeopardize an individual's employment, the veterans' agent should obtain a copy of the employee's pay stubs from the applicant.
- (f) In accordance with M.G.L. c. 115, § 2, the veterans' agent has the authority to obtain information upon written request, regarding deposits or loans to the credit of an applicant from the Treasurer designee of a financial institution:
 - 1. savings bank
 - 2. savings and loan association (supervised by the Commonwealth's Commissioner of Banks)
 - 3. federal savings and loan association
- (g) The applicant or spouse shall provide the veterans' agent with a waiver or authorization allowing release of the information referred to in 108 CMR 8.01(2)(a) through (f).

M.G.L. c. 40, § 51. Publication of information concerning persons receiving aid from governmental agencies forbidden; exceptions; penalties.

No town or officer thereof shall publish or disclose in any manner to others than officers of any city, town or other governmental agency or the duly authorized agents of such officers the names of any persons residing in such town who received benefits under chapter one hundred and fifteen, except that a duly incorporated charitable corporation shall be informed, upon its request, as to whether or not any designated person has received such benefits. No department, board or commission, or agent thereof, of a town providing aid, guidance or advice solely to persons who are in active military or naval service during the time of war, or who were formerly in such service, or to the dependents of any such persons, shall furnish any records or information to any social service index, so called, or exchange information with any other agency, except as hereinbefore provided. Whoever violates any provision of this section shall be punished by a fine of not less than twenty-five nor more than five hundred dollars.





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 29, 2025

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

RE: An Order Transferring \$5,795.00 from Building Department Salary and Wages Account to Operating Expense Account- Professional Services

Dear Mr. President and Councilors,

As you are aware, we hired a new Building Commissioner for the City who began her employment on September 4th, 2025. During the period of time before this position was hired, former Commissioner, Jeffrey Cooke, served in the role on an interim basis to allow coverage in the office while the hiring process took place.

This interim work was done on a contract basis, as has been done in the past when various vacancies occur.

Whereas contractual services are considered expense accounts and not salaries, I hereby request that \$5,795.00 be transferred from the department's salary appropriation to the expense appropriation to cover the cost associated from when the last appropriation transfer was voted on to when Commissioner McDonald was hired.

Respectfully submitted,

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER TRANSFERRING APPROPRIATIONS FOR BUILDING DEPT FROM SALARIES & WAGES TO OPERATING EXPENDITURES.

ORDERED:

That there be and is hereby transferred the appropriations sum of Five Thousand, Seven Hundred and Ninety-Five Dollars (\$5,795.00) Building Dept from Salaries & Wages to Operating Expenditures as follows:

BUILDING DEPT PROF SERVICES EXPENSE	\$5,795.00
-------------------------------------	------------

JEFFREY K. COOKE

**46 Norcross Road
Royalston, MA 01368
(978) 895-9693
jcooke6977@yahoo.com**

September 4, 2025

To: City of Gardner
Amanda Morse
Director of HR
Gardner, MA

RE: Coverage invoice FY26 as of July 25, to Sept 8, 2025

Provide Building Commissioner coverage to the City of Gardner

July 25, 2025 traffic Signal impact 3 hrs.

July 28, 2025 0800--16308.5 hrs.
July 30, 2025 Electric Light 2 hrs.
July 31, 2025 0800--1500..... 7 hrs.

August 4, 2025 0800-12 1230-17309 hrs.
August 7, 2025 0800-1600 8 hrs.
August 8, 2025 1130-13302 hrs.

August 11, 2025 0800-16308.5 hrs.
August 14, 2025 1100-15004 hrs.

August 19, 2025 0800- 17009 hrs.
August 21, 2025 0800- 15007 hrs.

August 25, 2025 0800-11:0 12:00 - 16308 hrs.
August 28, 2025 0800- 1330 5.5 hrs.

Sept 2, 2025 0800-1130 1200-16308 hrs.
Sept 4, 2025 0800-1130 1200-1630 8 hrs.
Sept 8, 2025 0800- 16308.5 hrs.

106 inspection units (@ \$90/unit) \$9,540.00

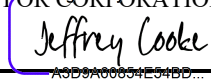
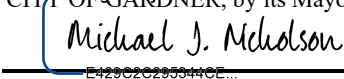
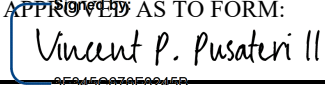

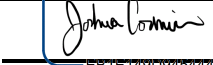
Total Due \$9,540.00

**Jeffrey Cooke, C.B.O.
#BO 1413**



**CITY OF GARDNER
PURCHASING DEPARTMENT**

STANDARD CONTRACT AMENDMENT

Contractor Name: Jeffrey Cooke Contract Number: 2025-959	Address: 46 Norcross Road Royalston, MA 01368
Current Contract Information (indicate "n/a" if not applicable or "n/c" for no change): Contract Being Amended: Building Commissioner Services Original Contract Dates: June 26, 2025 to September 25, 2025 Current Total Maximum Obligation of Contract (Inclusive of previous amendments):	
This is a <i>Standard Amendment</i> to: Contract Performance Contract Maximum Obligation <input checked="" type="checkbox"/> Contract Budget or Rates Contract Dates of Performance Other (explain)	This is an <i>Amendment to Exercise Option to Renew</i> : Contract Performance Contract Maximum Obligation Contract Budget or Rates Contract Dates of Performance Other (explain)
Description of Reason for Amendment (attach all relevant documentation detailing amendment) The City of Gardner is confirming an increase to the contract based on services that were unknown at the time of the contract execution.	
New Contract Information (indicated "n/a" if not applicable or "n/c" for no change): New Contract Dates: n/c Amount of Amendment Change (if applicable): \$5,795.00 New Total Maximum Obligation of Contract: \$15,795.00	
IN WITNESS WHEREOF: the City and the Contractor certify under the pains and penalties of perjury that this Amendment Form and any information contained herein, or attached hereto, is complete and accurate and complies with all applicable laws and regulations and is subject to its associated Contract, as evidenced by their authorized signatories as of the last date below.	
FOR CORPORATION/OWNER/INDIVIDUAL  <small>ADD5A00004E34BD...</small> (Authorized Signature)	CITY OF GARDNER, by its Mayor  <small>E423C2C205044CE...</small> Michael J. Nicholson
APPROVED AS TO FORM:  <small>8F0450070F0245B...</small> City Solicitor Signed by:	FOR DEPARTMENT Department Head Signed by:
 <small>10DCE20000129AF...</small> CITY AUDITOR who certifies, pursuant to Massachusetts General Law C 44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.	 <small>E423C2C205044CE...</small> PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of her belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply

Acct #:12241-52190

Previous Appropriation Transfer Made
August 2, 2025

11623

AN ORDER TRANSFERRING APPROPRIATIONS FOR BUILDING DEPT FROM
SALARIES & WAGES TO OPERATING EXPENDTURES.

ORDERED:

That there be and is hereby transferred the appropriations sum of Ten Thousand
Dollars and No Cents (\$10,000.00) Building Dept from Salaries & Wages to Operating
Expenditures as follows:

BUILDING DEPT PROF SERVICES EXPENSE

\$10,000

Vote

In City Council
August 4, 2025.....

Vote Passed
August 4, 2025.....
9 years, 0 nays.

Viti Shighan..... Clerk

Presented to Mayor for approval
August 6, 2025.....

Approved on..... August 6, 2025

Michael J. Fink..... Mayor
Mayor's Signature



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 25, 2025

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

RE: A Communication from the Mayor Regarding the Request for Proposal (RFP) Review Committee for 130 Elm Street- Helen Mae Sauter School

Dear Mr. President and Councilors,

As I have done in the past, I am writing to inform you of who I have selected for the committee to review the responses submitted for the Request for Proposals (RFP) solicitation issued by the City of Gardner for the property located at 130 Elm Street, commonly referred to as Helen Mae Sauter School.

As I have stated in the past, the General Laws of the Commonwealth require any sale of public land to be conducted through a Request for Proposals (RFP) process in which any potential buyer submits both a technical proposal and a sealed price proposal. All offers are required to be reviewed first, solely on the technical proposal, which outlines what the potential buyer would like to do with the property and how they plan to accomplish this goal. This technical proposal is then evaluated by a committee of three (3) to five (5) reviewers, who make their recommendations and submit those to my office for a final decision. Then, and only then once this review is done, can the price offers be reviewed, but cannot outweigh the score given to the technical proposal review.

For this property, I have selected the following individuals to review the proposals that will be received.

Councilor At-Large Brad Heglin

On April 1, 2024, the City Council voted to approve a resolution submitted by Councilor Heglin requesting the Administration review possible future uses of the Helen Mae Sauter School property. As someone who helped initiate the process in which we are now undertaking, I felt him to be a good person to have on the review committee. During his time on the Council, Councilor Heglin has played a large role in helping to move projects along so that the City does not become our next absentee/problem landlord, avoiding issues we have seen in the past with places like School Street School and the Greenwood Pool Building. Due to his advocacy in this policy area and his work on this property, I have asked him to participate in this review and he has graciously agreed.

Dr. Stephanie Marchetti, Executive Director of the Montachusett Veterans Outreach Center

Dr. Stephanie Marchetti has overseen operations at MVOC since May of 2021. Since the Fall of 2024, Dr. Marchetti has been overseeing the conversion of two former school buildings in the Town of Winchendon into Veterans Housing facilities. Whereas the Helen Mae Sauter School building was originally constructed around the same time as the buildings she's working on in Winchendon, she has experience in working with these types of facilities through the retrofit process into whatever new purpose the successful bidder would be looking to do with the property.

Mr. George Ouellett

Mr. George Ouellett is the current chair of the Gardner Housing Authority Board of Directors and is a retired contractor/developer in the City. As someone who both is keenly aware of the demand for housing in the City, but also someone who has a first hand knowledge of what it takes to refurbish a building like this, I believe provides the perfect insights into the hands on work that would need to be done to accomplish the proposals that are received.

The deadline for submission for Helen Mae Sauter School is Wednesday, October 1, 2025 at 12:00pm. As has been done in the past, I will be sure to notify the City Council both of the proposals that are received and who the awarded party is once the process is completed.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Michael J. Nicholson". The signature is fluid and cursive, with the first name "Michael" being more prominent than the last name "Nicholson".

Michael J. Nicholson
Mayor, City of Gardner



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

September 25, 2025

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

RE: A Communication from the Mayor Regarding the Request for Proposal (RFP) Review
 Committee for 53 School Street- School Street School

Dear Mr. President and Councilors,

As I have done in the past, I am writing to inform you of who I have selected for the committee to review the responses submitted for the Request for Proposals (RFP) solicitation issued by the City of Gardner for the property located at 53 School Street, commonly referred to as School Street School.

As I have stated in the past, the General Laws of the Commonwealth require any sale of public land to be conducted through a Request for Proposals (RFP) process in which any potential buyer submits both a technical proposal and a sealed price proposal. All offers are required to be reviewed first, solely on the technical proposal, which outlines what the potential buyer would like to do with the property and how they plan to accomplish this goal. This technical proposal is then evaluated by a committee of three (3) to five (5) reviewers, who make their recommendations and submit those to my office for a final decision. Then, and only then once this review is done, can the price offers be reviewed, but cannot outweigh the score given to the technical proposal review.

For this property, I have selected the following individuals to review the proposals that will be received.

Councilor At-Large Elizabeth Kazinskas

The School Street School sale is a unique situation in which the City has a back-up plan to demolish the building if there are no suitable proposals received for the property. The demolition funding and process has all been vetted by the Community Development Block Grant Steering Committee, as that would be the funding source of the demolition if that route must be taken. As both a member of the CDBG Steering Committee and someone who has extensive knowledge of City operations and property interactions through her years as a City Councilor, past Council President, and former Acting Mayor, Councilor Kazinskas brings a keen insight into fully evaluating the full breadth of this project to make sure the best outcome for the City is achieved.

Dr. Stephanie Marchetti, Executive Director of the Montachusett Veterans Outreach Center

Dr. Stephanie Marchetti has overseen operations at MVOC since May of 2021. Since the Fall of 2024, Dr. Marchetti has been overseeing the conversion of two former school buildings in the Town of Winchendon into Veterans Housing facilities. Whereas the School Street School building was originally constructed around the same time as the buildings she's working on in Winchendon, she has experience in working with these types of facilities through the retrofit process into whatever new purpose the successful bidder would be looking to do with the property.

Mr. George Ouellett

Mr. George Ouellett is the current chair of the Gardner Housing Authority Board of Directors and is a retired contractor/developer in the City. As someone who both is keenly aware of the demand for housing in the City, but also someone who has a first hand knowledge of what it takes to refurbish a building like this, I believe provides the perfect insights into the hands on work that would need to be done to accomplish the proposals that are received.

The deadline for submission for School Street School is Thursday, October 2, 2025 at 12:00pm. As has been done in the past, I will be sure to notify the City Council both of the proposals that are received and who the awarded party is once the process is completed.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Michael J. Nicholson". The signature is fluid and cursive, with the first name "Michael" and last name "Nicholson" clearly legible.

Michael J. Nicholson
Mayor, City of Gardner



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

September 25, 2025

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

RE: An Order to Raise and Appropriate an Additional Sum of \$183,171.62 for Various Operational Expenditure Budget for the Fiscal Year Beginning July 1, 2025 and ending June 30, 2026- General Fund Supplemental Budget

Dear Mr. President and Councilors,

As you are aware, under the Code of Massachusetts Regulations and the General Laws of the Commonwealth, a municipality may submit a supplemental budget request to appropriate unobligated funds from local receipts, new growth, and local taxation, up and until the tax rate is set for the upcoming calendar year.

New Growth:

On September 4, 2025, the Massachusetts Department of Revenue Division of Local Services certified the City's "New Growth" figure at \$344,698.00. (see **Exhibit A**)

The Commonwealth defines New Growth as properties that are either:

- 1) subject to taxation for the first time
 - a. New items of personal property
 - b. Previously exempt properties that have lost their exemption
- 2) Taxed as separate parcels for the first time
 - a. Subdivided parcels
- 3) Increased in assessed valuation over the prior year due to new construction activity

New Growth, however, does NOT include any increases in valuations due to statutorily required market adjustments or increases in value due to simple upkeep and maintenance.

This amount is received by the City through real estate taxation due to tax bills being sent to properties based on the increased valuations of properties for the aforementioned reasons. As this money is received through the regular tax billing process, this money falls to the general fund.

We had originally budgeted for \$200,000.00 in New Growth when the FY2026 operating budget was adopted by the City Council in June of 2025. As such, this is very positive for the City financially, as this leaves us with a surplus of \$144,000.00.

However, if the surplus in New Growth is not appropriated by the time the tax rate is set, the City is unable to fully capture this growth when making our revenue projections for the upcoming FY2027 budget.

E-Rate Funding:

Additionally, Gardner Public Schools has received its E-Rate payment from Xfinity Comcast, which was unappropriated at the time of the budget due to uncertainty as to when the payment would be received, and if not appropriated into the School Department's budget would fall to free cash and require additional tracking to be done once the funding fell to Free Cash, as these funds are restricted to particular uses- similar to the way that the City had to track opioid settlement funds in recent years before the recent legislative change.

E-rate is a federal program that provides technology discounts for schools and libraries. E-rate is administered by the Universal Services Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC).

Schools and libraries are eligible to receive discounts on the following products and services:

- Category 1: Internet/broadband (and for a limited time, voice)
- Category 2: Internal connections, managed internal broadband services, and basic maintenance of internal connections. All schools have a pre-discount budget of \$156.23 per student for Category 2 over a 5-year period; discounts range from 20 to 85 percent based upon poverty level and whether the district is rural or urban. Rural districts and districts with higher poverty receive greater discounts. Almost all Massachusetts public schools receive at least a 40 percent discount.

The City received a total of \$39,171.62 from this program on July 30, 2025. (See **Exhibit B**)

As such, the Administration hereby submits the attached supplemental budget for these funds that are going to be received by the City – whether appropriated or not. In the event that these funds are not appropriated, the \$183,171.62 will still be received by the City but will fall to free cash at the end of the fiscal year and the City would not be able to capture this revenue fully until preparing the FY2028 budget.

General Fund Supplemental Budget Items:

Police Department Body Worn Cameras (BWC)- \$35,000.00

The Gardner Police Department is looking to purchase Body Worn Cameras (BWC) for all officers within the Gardner Police Department.

As one of the few police departments in the Commonwealth that have not yet purchased these items, and following the Police Reform Act that was adopted in 2021, it is becoming more evident that this is a new need for the Department when responding to calls and requests for evidence/complaints received following those responses.

Exhibit C of this correspondence provides additional information from Chief McAvene on the matter.

Ambulance Department Ambulance Purchase - \$25,000.00

The City has made a lot of investments into the fleet of the Gardner Fire Department in recent years, with the purchase of a new fire engine, heavy rescue truck, and ambulance, and the ordering of our new ladder truck which is set to be constructed in 2027.

As we continue to evaluate the fleet of the Fire Department, Chief Lagoy has made me aware of issues that are currently being experienced with one of our ambulances (Rescue 3). The main cause of these issues is a result of the vehicle starting to show its age as a 2018 Ford Horton, requiring a substantial amount of maintenance to be performed.

Chief Kyle Butterfield of the Town of Westminster has recently informed Chief Lagoy that the Town of Westminster is purchasing a new ambulance for their fire department and that the trade in value they were receiving on the ambulance they are replacing was set at \$25,000.00. On hearing this, Chief Lagoy went and inspected the ambulance and found it to be in good working condition and inquired from my office as to the possibility of purchasing this vehicle from the Town of Westminster in order to purchase an ambulance to resolve the issues currently being experienced from Rescue 3, but also allow us to put the current Rescue 3 truck as a reserve truck and allow greater flexibility in our ambulance operations.

As you may remember, the cost of purchasing a new ambulance for the City in 2022 was \$300,000.00 with current 2025 estimates putting the same purchase of a fully new ambulance at around \$550,000.00.

Exhibit D of this correspondence contains a letter from Chief Lagoy providing further information on this request.

Mayors Unclassified Grant Writing Contract - \$54,000.00

On October 12th, 2024, the City Council voted to approve the Administration's request to solicit an on-call grant writing service for the City for a five (5) year period.

Following a request for proposal solicitation that closed on December 3, 2024, a contract was awarded and entered into with Keller Partners, Co. of Washington, DC to provide grant writing and lobbying services to the City.

A copy of this contract can be found in **Exhibit E** of this correspondence.

Up until now, this contract had been funded through free cash appropriations. However, as this is now a re-occurring cost for the City, at least for the duration of the contract, the Administration is looking to add the funds needed for this contract for the remainder of the fiscal year to the budget through this appropriation so that it can be utilized when creating the FY2027 budget.

Department of Public Works Tree Cutting Services - \$30,000.00

The Department of Public Works has made a concerted effort to review the City's trees, pursuant to Chapter 87 of the General Laws of the Commonwealth.

This section of the General Laws requires that any tree located within twenty (20) feet of a public right of way falls under the jurisdiction of the City and must first have a public hearing held before any trimming, pruning, or removal of said tree can be performed, with both civil fines and criminal incarceration listed as punishments for not performing the proper procedure.

The City has held several public shade tree hearings over the last three (3) years, however, there has been a backlog of trees in which our crews have been unable to catch up to.

This appropriation is being requested to contract with a tree removal company to help us catch up to the trees that we have remaining on our removal and trimming list as set forth in the hearing publications that are hereunto attached as **Exhibit F**.

Thank you for your time and attention to this matter. The Administration looks forward to working collaboratively with the City Council as this supplemental budget is reviewed. Once this process is completed, the Administration will begin the steps of working with the City Auditor and City Assessor on the next steps of preparing and scheduling the tax classification hearing and tax recapitulation certification.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Michael J. Nicholson". The signature is stylized with a large initial "M" and a cursive "Nicholson".

Michael J. Nicholson
Mayor, City of Gardner

AN ORDER TO RAISE AND APPROPRIATE AN ADDITIONAL SUM OF MONEY FOR VARIOUS OPERATIONAL EXPENDITURE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 TO JUNE 30, 2026.

ORDERED:

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2025 to June 30, 2026 an additional sum as designated below for the expenditures of the various departments, Operating Expenditure budget, in the amount of ONE HUNDRED, EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTEEN DOLLARS 62/100 (\$183,317.62):

Police Dept	Body Camera Equip/Service Expense	\$ 35,000.00
Mayor Uncl Dept	Prof Services Grant Writing Expense	54,000.00
School Dept	E-Rate Internet Expense	39,171.62
DPW Dept	Tree Removal Expense	30,000.00
Ambulance Dept	Used Vehicle Expense	25,000.00

Exhibit A

Certified

FY2026 LA-13

LA13 Tax Base Levy Growth

Retain documentation for 5 years in case of DOR audit - Fiscal Year 2026

Property Class	(A) All Prior Year Abatement No.	(B) All Prior Year Abatement Values	(C) New Growth Valuation	(D) PY Tax Rate	(E) Tax Levy Growth
RESIDENTIAL					
SINGLE FAMILY (101)	1	14,600	6,528,400		
CONDOMINIUM (102)	0	0	1,487,000		
TWO & THREE FAMILY (104 & 105)	0	0	1,292,200		
MULTI - FAMILY (111-125)	1	629,400	1,480,500		
VACANT LAND (130-132 & 106)	0	0	427,000		
ALL OTHERS (103, 109, 012-018)	0	0	313,400		
TOTAL RESIDENTIAL	2	644,000	11,528,500	14.36	165,549
OPEN SPACE	0	0	0		
OPEN SPACE - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL OPEN SPACE	0	0	0	0.00	0
COMMERCIAL	0	0	1,403,400		
COMMERCIAL - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL COMMERCIAL	0	0	1,403,400	14.36	20,153
INDUSTRIAL	0	0	361,900	14.36	5,197
PERSONAL PROPERTY	0	0	10,710,210	14.36	153,799
TOTAL REAL & PERSONAL	2	644,000	24,004,010		344,698

Community Comments:

Signatures
Board of Assessors
Charles R. Leblanc, Assessor , Gardner , leblanc37@comcast.net 978-630-4004 9/3/2025 3:37 PM
Christine Marie Kumar, City Assessor , Gardner , ckumar@gardner-ma.gov 978-630-4004 9/3/2025 3:36 PM

LA13 Tax Base Levy Growth

Retain documentation for 5 years in case of DOR audit - Fiscal Year 2026

Signatures

Paulette A. Burns, Assessor , Gardner , duncan.burns75@gmail.com 978-630-4004 | 9/3/2025 3:37 PM

Documents

No documents have been uploaded.

Exhibit B

E-Rate

Confirmation

Letter



This message needs your attention

- This is their first email to your company.

Report or Mark Safe



**Universal Service
Administrative Co.**

SCHOOLS AND LIBRARIES BEAR PROGRAM REMITTANCE STATEMENT AS OF JULY 30, 2025

**Attn: Bob OKeefe
GARDNER PUBLIC SCHOOLS**

RE: FCC Form 498 ID 443019138

This notice provides an explanation of your entity's Billed Entity Applicant Reimbursement (BEAR) payment for the following invoices.

Approved

7/28/2025 143003990 COMCAST BUSINESS COMMUNICATIONS 2499034287 24GARD-472 \$39,171.62
Comcast
Applicant Name:GARDNER PUBLIC SCHOOLS;SLD Invoice
Number:BEAR202510481;BEAR Letter Date:07/28/2025;Line Item Detail
Number:20617435;Amount Requested:39171.62;

Total Approved Disbursement **\$39,171.62**

Total Actual Disbursement: **\$39,171.62**

If you have any questions, please contact USAC Customer Operations at (888) 641-8722 or CustomerSupport@usac.org. You may also visit us at www.usac.org.

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Exhibit C

Police Dept

Body Worn

Cameras



CITY OF GARDNER POLICE DEPARTMENT

200 Main Street
Gardner, Massachusetts 01440
Phone: (978) 632-5600
Fax: (978) 632-9045



Eric P. McAvene
Chief of Police

Nicholas P. Maroni
Deputy Chief of Police

September 9, 2025

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

Re: Body Worn Camera Program

Dear Mayor,

As you know, we have been working on a body-worn camera (BWC) program for the police department. The city was aware this program would be imminent and pre-negotiated this item with both unions. There are union agreements (MOAs) to immediately implement this upon receiving funding. I also had requested and was approved by the city council to seek a five-year contract. This was done to manage the costs over a longer contract period.

Earlier this year, we conducted a pilot program with four officers. Each officer was assigned a camera for the six-week program. During the program, the officers were encouraged to use the camera during their regular duties and provide feedback. We took the feedback and wove it into the sample policy, along with union input.

The program has been ready and awaiting funding since the end of the pilot. We had previously applied for the federal BWC grant, but did not receive an award. We have been waiting to reapply since. There have been no new grants since that application.

The concern now is that the grant funding is gone, and we do not feel comfortable waiting any longer to move forward with these cameras. It is a major area of liability for the city. The cameras will be utilized as an accountability tool for both, police and the public. In this age of transparency, most police interactions should be captured on camera.

This funding will need to be included in my yearly operating budget as this will be a recurring cost. We have attached some statistical information. Deputy Chief Maroni and I will make ourselves available for any questions the councillors may have for us. Thank you for your time on this matter.

Very truly yours,

Eric P. McAvene
Chief of Police

Gardner Police Department
200 Main St Gardner, MA 01440

Document generated: 9/9/2025 2:52:49 PM by Deputy Chief Nick Maroni
All timestamps are in (UTC-05:00) Eastern Time (US & Canada)

Annual Summary Report

Year 2025

Uploads per Month

Month	# of Videos	Hours	GB
January	185	30.6540	16.5607
February	133	23.0304	12.0910
Total	318	53.6844	28.6517
Average/Month	159.00	26.8422	14.3259

	# of Videos	Hours	GB
Active BWC Videos	318	53.6843	28.6517

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Use of Force	2	0.3701	0.63%	1.29%
Uncategorized	169	14.0531	53.14%	49.05%
DUI	7	2.1648	2.20%	7.56%
Traffic Stop - Warning	18	0.9429	5.66%	3.29%
Arrest (Felony)	9	0.9864	2.83%	3.44%
Miscellaneous	10	1.1844	3.14%	4.13%
Error/Test	4	0.0158	1.26%	0.06%
Arrest (Misdemeanor)	7	0.7424	2.20%	2.59%
Traffic Stop - Citation	4	0.8349	1.26%	2.91%
Citizen Contact	75	6.3797	23.58%	22.27%
Agency Assist	13	0.9773	4.09%	3.41%
Total	318	28.6518	100%	100%



Gardner Police Department
200 Main St Gardner, MA 01440

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Uploads per Month

Month	# of Other Media	GB
January	9	0.0003
February	1	0.0000
Total	10	0.0003
Average / Month	5/00	0.0002

	# of Other Media	GB
Active Other Media	10	0.0004

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Uncategorized	5	0.0002	50.00%	50.00%
Error/Test	5	0.0002	50.00%	50.00%
Total	10	0.0004	100%	100%

Gardner Police Department**200 Main St Gardner, MA 01440**

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Monthly Summary Report

Month: Jan 2025

Uploads per Day

Day	# of Videos	Hours	GB
1/9/2025	9	1.8690	1.0184
1/10/2025	6	0.5130	0.2649
1/11/2025	1	0.2000	0.0489
1/12/2025	3	1.4009	0.8417
1/13/2025	7	0.8892	0.4379
1/14/2025	17	2.7110	1.2925
1/15/2025	4	0.4692	0.4197
1/16/2025	9	1.4402	0.5974
1/17/2025	11	1.6485	1.3200
1/18/2025	11	1.0815	0.8111
1/19/2025	9	1.9695	0.8082
1/20/2025	7	1.1382	0.7093
1/21/2025	5	0.5183	0.3329
1/22/2025	6	0.7912	0.3847
1/23/2025	9	1.3100	0.4886
1/24/2025	11	2.3270	1.0983

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Use of Force	1	0.218	0.54%	1.32%
Traffic Stop - Warning	18	0.9429	9.73%	5.69%
Uncategorized	93	7.5117	50.27%	45.36%
Arrest (Misdemeanor)	5	0.6557	2.70%	3.96%
Traffic Stop - Citation	2	0.2953	1.08%	1.78%
Miscellaneous	4	0.7966	2.16%	4.81%
DUI	5	1.4189	2.70%	8.57%
Arrest (Felony)	9	0.9864	4.86%	5.96%
Error/Test	4	0.0158	2.16%	0.10%
Citizen Contact	32	2.8398	17.30%	17.15%
Agency Assist	12	0.8796	6.49%	5.31%
Total	185	16.5607	100%	100%



Gardner Police Department
200 Main St Gardner, MA 01440
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1/25/2025	4	0.2947	0.2636
1/26/2025	12	2.6730	0.8232
1/27/2025	15	2.5305	1.7048
1/28/2025	3	0.2190	0.1179
1/29/2025	10	1.5562	0.7394
1/30/2025	11	1.9598	1.3311
1/31/2025	5	1.1439	0.7061
Total	185	30.6538	16.5606
Average/Day	8.04	1.3328	0.7200

Active BWC Videos	# of Videos	Hours	GB
	185	30.654	16.5607

Uploads per Day

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Error/Test	4	0.0001	44.44%	33.33%
Uncategorized	5	0.0002	55.56%	66.67%
Total	9	0.0003	100%	100%

Gardner Police Department

200 Main St Gardner, MA 01440

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Day	# of Other Media	GB
1/9/2025	2	0.0000
1/11/2025	1	0.0000
1/14/2025	4	0.0002
1/15/2025	1	0.0000
1/20/2025	1	0.0000
Total	9	0.0002
Average/Day	1.80	0.0000

	# of Other Media	GB
Active Other Media	9	0.0003

Gardner Police Department
200 Main St Gardner, MA 01440
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Monthly Summary Report

Month: Feb 2025

Uploads per Day

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Use of Force	1	0.152	0.75%	1.26%
Uncategorized	76	6.5413	57.14%	54.10%
Arrest (Misdemeanor)	2	0.0867	1.50%	0.72%
Traffic Stop - Citation	2	0.5396	1.50%	4.46%
Miscellaneous	6	0.3878	4.51%	3.21%
DUI	2	0.7459	1.50%	6.17%
Citizen Contact	43	3.5399	32.33%	29.28%
Agency Assist	1	0.0977	0.75%	0.81%
Total	133	12.0989	100%	100%

Gardner Police Department**200 Main St Gardner, MA 01440**

Document generated: 9/9/2025 2:54:08 PM by Deputy Chief Nick Maroni
 All timestamps are in (UTC-05:00) Eastern Time (US & Canada)

Day	# of Videos	Hours	GB
2/1/2025	14	2.7226	0.8789
2/2/2025	8	0.7421	0.6131
2/3/2025	7	0.4912	0.2608
2/4/2025	11	0.8746	0.5205
2/5/2025	5	0.7270	0.3811
2/6/2025	4	1.2950	0.6297
2/7/2025	8	0.6477	0.6944
2/8/2025	11	1.3127	1.5376
2/10/2025	4	0.3088	0.1368
2/11/2025	8	2.3398	0.9425
2/12/2025	5	1.9122	0.5847
2/13/2025	9	1.7279	1.1576
2/14/2025	17	3.7096	1.4231
2/15/2025	6	1.9979	0.7828
2/16/2025	3	0.5945	0.3248
2/17/2025	2	0.3393	0.5507
2/18/2025	5	0.8300	0.3811
2/19/2025	6	0.4575	0.2907
Total	133	23.0304	12.0909
Average/Day	7.39	1.2795	0.6717

Gardner Police Department

200 Main St Gardner, MA 01440

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All timestamps are in (UTC-05:00) Eastern Time (US & Canada)



	# of Videos	Hours	GB
Active BWC Videos	133	23.0304	12.091

Uploads per Day

Day	# of Other Media	GB
2/11/2025	1	0.0000
Total	1	0.0000
Average/Day	1.00	0.0000

	# of Other Media	GB
Active Other Media	1	0

Uploads per Encounter Type

Encounter Types	Files	GB	% Files	% GB
Error/Test	1	0	100.00%	Nan
Total	1	0	100%	100%

Gardner Police Department
200 Main St Gardner, MA 01440

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Monthly Activity Report - Officer

Officer:

Coates, Ryan

Supervisors:

Department:

Gardner Police Department

Recorded Time:

Jan 2025

Gardner Police Department
200 Main St Gardner, MA 01440

Document generated: 9/9/2025 2:51:25 PM by Deputy Chief Nick Maroni
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Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0109_115048GARD001_LL0001-001_20250109165452103.MP4		GARD001	Error/Test	1/9/2025	1/9/2025
2025_0110_060216GARD001_LL0001-001_2025011012284989.MP4	25GAR-61-OF	GARD001	Agency Assist	1/10/2025	1/10/2025
2025_0110_114558GARD001_LL0001-001_20250110174634492.MP4		GARD001	Agency Assist	1/10/2025	1/10/2025
2025_0110_120617GARD001_LL0001-001_20250110174651744.MP4		GARD001	Agency Assist	1/10/2025	1/10/2025
2025_0112_202355GARD001_LL0001-001_20250113033710111.MP4		GARD001	Citizen Contact	1/12/2025	1/12/2025
2025_0113_000709GARD001_LL0001-001_20250113062801885.MP4	25-938	GARD001	Citizen Contact	1/13/2025	1/13/2025
2025_0116_170322GARD001_LL0001-001_20250120193857827.MP4	Fitchburg/Leominster PD	GARD001	Agency Assist	1/16/2025	1/20/2025
2025_0121_134518GARD001_LL0001-001_20250121205312013.MP4	Westminster PD, NWCDTF	GARD001	Agency Assist	1/21/2025	1/21/2025
2025_0124_060520GARD001_LL0001-001_20250124132359539.MP4	25GAR-16-AR	GARD001	Arrest (Felony)	1/24/2025	1/24/2025
2025_0127_060230GARD001_LL0001-001_20250127121841640.MP4	25GAR-21-AR	GARD001	Arrest (Felony)	1/27/2025	1/27/2025
2025_0129_060425GARD001_LL0001-001_20250130130911368.MP4	Leominster PD	GARD001	Agency Assist	1/29/2025	1/30/2025
2025_0129_105619GARD001_LL0001-001_20250130130936258.MP4	Leominster PD / ICE	GARD001	Agency Assist	1/29/2025	1/30/2025
2025_0130_094330GARD001_LL0001-001_20250130153146491.MP4	25GAR-26-AR	GARD001	Arrest (Misdemeanor)	1/30/2025	1/30/2025



Gardner Police Department
200 Main St Gardner, MA 01440

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All timestamps are in (UTC-05:00) Eastern Time (US & Canada)*

Other Media Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0109_115946GARD001_LL0001-001_20250109170456242.JPG		GARD001	Error/Test	1/9/2025	1/9/2025

Gardner Police Department
200 Main St Gardner, MA 01440

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Monthly Activity Report - Officer

Officer:

Coates, Ryan

Supervisors:

Department:

Gardner Police Department

Recorded Time:

Feb 2025

Gardner Police Department
200 Main St Gardner, MA 01440

Document generated: 9/9/2025 2:51:44 PM by Deputy Chief Nick Maroni
 All timestamps are in (UTC-05:00) Eastern Time (US & Canada)

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0208_082927GARD001_LL0001-001_20250208162157064.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_084616GARD001_LL0001-001_20250208162234473.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_085711GARD001_LL0001-001_20250208162434813.MP4	25GAR-291-OF / 25GAR-31-WA	GARD001	Traffic Stop - Citation	2/8/2025	2/8/2025
2025_0208_092655GARD001_LL0001-001_20250208162503888.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_093500GARD001_LL0001-001_20250208162545862.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_094612GARD001_LL0001-001_20250208162635352.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_100549GARD001_LL0001-001_20250208162709503.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_101808GARD001_LL0001-001_20250208162741335.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_102942GARD001_LL0001-001_20250208162816752.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_104222GARD001_LL0001-001_20250208162855366.MP4		GARD001		2/8/2025	2/8/2025
2025_0208_110303GARD001_LL0001-001_20250208162923942.MP4		GARD001		2/8/2025	2/8/2025
2025_0214_045406GARD001_LL0001-001_20250214131746345.MP4		GARD001		2/14/2025	2/14/2025
2025_0214_060210GARD001_LL0001-002_20250214132209689.MP4		GARD001		2/14/2025	2/14/2025

Gardner Police Department
200 Main St Gardner, MA 01440

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No Other Media's data for Coates, Ryan in Feb 2025

Gardner Police Department 200 Main St Gardner, MA 01440

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Monthly Activity Report - Officer

Officer: Willis, Josh

Supervisors:

Department: Gardner Police Department

Recorded Time: Jan 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0109_160407GARD002_LL0002-002_20250109224820476.MP4	25GAR-59-OF	GARD002	Miscellaneous	1/9/2025	1/9/2025
2025_0109_190106GARD002_LL0002-001_20250110005801776.MP4	25GAR-5-AR	GARD002	Arrest (Misdemeanor)	1/9/2025	1/9/2025
2025_0109_195314GARD002_LL0002-001_20250110021214501.MP4		GARD002	Miscellaneous	1/9/2025	1/9/2025
2025_0110_060430GARD002_LL0002-001_20250110195322730.MP4	25GAR-60-OF	GARD002	Agency Assist	1/10/2025	1/10/2025
2025_0110_062737GARD002_LL0002-001_20250110195425551.MP4	25GAR-60-OF	GARD002	Agency Assist	1/10/2025	1/10/2025
2025_0110_155147GARD002_LL0002-001_20250110220820983.MP4	25GAR-65-OF	GARD002	Citizen Contact	1/10/2025	1/10/2025
2025_0111_175729GARD002_LL0002-001_20250111234201971.MP4	25GAR-75-OF	GARD002	Miscellaneous	1/11/2025	1/11/2025
2025_0114_160449GARD002_LL0002-001_20250115015732391.MP4	25-1073	GARD002	Citizen Contact	1/14/2025	1/14/2025
2025_0114_161553GARD002_LL0002-001_20250115015800398.MP4	25-1074	GARD002	Traffic Stop - Warning	1/14/2025	1/14/2025
2025_0114_184635GARD002_LL0002-001_20250115015822546.MP4	25-1079	GARD002	Traffic Stop - Warning	1/14/2025	1/14/2025

Gardner Police Department 200 Main St Gardner, MA 01440

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2025_0114_195204GARD002_LL0002-002_20250115020057453.MP4	25GAR-12-AR AND 25GAR-13-AR	GARD002	Arrest (Felony)	1/14/2025	1/14/2025
2025_0114_204523GARD002_LL0002-001_20250115020117807.MP4	25-1087	GARD002	Citizen Contact	1/14/2025	1/14/2025
2025_0114_222356GARD002_LL0002-002_20250115040345293.MP4	25-1089	GARD002	Citizen Contact	1/14/2025	1/14/2025
2025_0116_134134GARD002_LL0002-002_20250116191132441.MP4	25GAR-109-OF	GARD002	Citizen Contact	1/16/2025	1/16/2025
2025_0116_180538GARD002_LL0002-001_20250117020701006.MP4	25-1214	GARD002	Traffic Stop - Warning	1/16/2025	1/16/2025
2025_0116_181451GARD002_LL0002-001_20250117020813082.MP4	25GAR-25-AC	GARD002	Miscellaneous	1/16/2025	1/16/2025
2025_0116_200723GARD002_LL0002-001_20250117042745629.MP4		GARD002	Citizen Contact	1/16/2025	1/16/2025
2025_0116_201605GARD002_LL0002-001_20250117042801807.MP4		GARD002	Traffic Stop - Warning	1/16/2025	1/16/2025
2025_0117_101926GARD002_LL0002-001_20250117195703642.MP4	25GAR-14-AR	GARD002	Arrest (Misdemeanor)	1/17/2025	1/17/2025
2025_0117_112624GARD002_LL0002-001_20250117195720809.MP4	25-1244	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_113413GARD002_LL0002-001_20250117195744713.MP4	25-1245	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_114317GARD002_LL0002-001_20250117195822431.MP4	25-1246	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_115839GARD002_LL0002-001_20250117195850198.MP4	25-1249	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_120829GARD002_LL0002-001_20250117195918142.MP4	25-1252	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_121625GARD002_LL0002-001_20250117195950880.MP4	25-1253	GARD002	Traffic Stop - Citation	1/17/2025	1/17/2025

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2025_0117_130124GARD002_LL0002-001	20250117200015638.MP4	25-1259	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_131127GARD002_LL0002-001	20250117200040627.MP4	25-1262	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0117_132030GARD002_LL0002-001	20250117200104228.MP4	25-1263	GARD002	Traffic Stop - Warning	1/17/2025	1/17/2025
2025_0120_201335GARD002_LL0002-001	2025012014349392.MP4		GARD002	Citizen Contact	1/20/2025	1/20/2025
2025_0120_202306GARD002_LL0002-001	2025012014548366.MP4		GARD002	Citizen Contact	1/20/2025	1/20/2025
2025_0120_213458GARD002_LL0002-001	20250122033258379.MP4		GARD002	Citizen Contact	1/20/2025	1/21/2025
2025_0120_215243GARD002_LL0002-001	20250122033308102.MP4		GARD002	Error/Test	1/20/2025	1/21/2025
2025_0122_145937GARD002_LL0002-001	20250122212415594.MP4	25GAR-147-OF	GARD002	Citizen Contact	1/22/2025	1/22/2025
2025_0122_170426GARD002_LL0002-001	20250123200052653.MP4		GARD002		1/22/2025	1/23/2025
2025_0122_191603GARD002_LL0002-001	20250123200115620.MP4		GARD002		1/22/2025	1/23/2025
2025_0122_191729GARD002_LL0002-001	20250123200309576.MP4	25GAR-150-OF	GARD002	Agency Assist	1/22/2025	1/23/2025
2025_0123_003753GARD002_LL0002-001	20250123200756307.MP4	25GAR-152-OF	GARD002	Agency Assist	1/23/2025	1/23/2025
2025_0123_175728GARD002_LL0002-001	20250124001231804.MP4	25-1700	GARD002	Citizen Contact	1/23/2025	1/23/2025
2025_0123_195840GARD002_LL0002-001	20250126195825467.MP4	25GAR-156-OF	GARD002	Citizen Contact	1/23/2025	1/26/2025
2025_0123_215539GARD002_LL0002-001	20250126195942801.MP4	25-1707	GARD002	Citizen Contact	1/23/2025	1/26/2025

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2025_0124_060646GARD002_LL0002-001 20250126200012114.MP4	25GAR-16-AR	GARD002	Arrest (Felony)	1/24/2025	1/26/2025
2025_0124_061843GARD002_LL0002-001 20250126200124739.MP4	25GAR-16-AR	GARD002	Arrest (Felony)	1/24/2025	1/26/2025
2025_0126_183935GARD002_LL0002-001 20250127012305994.MP4	25GAR-187-OF	GARD002	Citizen Contact	1/26/2025	1/26/2025
2025_0126_190741GARD002_LL0002-001 20250127012346821.MP4	25GAR-187-OF	GARD002	Citizen Contact	1/26/2025	1/26/2025
2025_0126_191727GARD002_LL0002-001 20250127012444900.MP4	25GAR-20-AR	GARD002	DUI	1/26/2025	1/26/2025
2025_0127_060523GARD002_LL0002-001 20250127232143361.MP4	25GAR-21-AR	GARD002	Arrest (Felony)	1/27/2025	1/27/2025
2025_0127_154812GARD002_LL0002-001 20250127232224184.MP4	25GAR-22-AR	GARD002	Citizen Contact	1/27/2025	1/27/2025
2025_0127_160328GARD002_LL0002-001 20250127232336484.MP4	25GAR-23-AR	GARD002	DUI	1/27/2025	1/27/2025
2025_0127_173049GARD002_LL0002-001 20250127232401362.MP4	25-2007	GARD002	Traffic Stop - Warning	1/27/2025	1/27/2025
2025_0127_193037GARD002_LL0002-001 20250129225651546.MP4	25-2014	GARD002	Citizen Contact	1/27/2025	1/29/2025
2025_0127_200023GARD002_LL0002-001 20250129225741659.MP4	25-2017	GARD002	Citizen Contact	1/27/2025	1/29/2025
2025_0129_060545GARD002_LL0002-001 20250129225804442.MP4	25GAR-213-OF	GARD002	Arrest (Felony)	1/29/2025	1/29/2025
2025_0129_173852GARD002_LL0002-001 20250129225834209.MP4	25-2152	GARD002	Citizen Contact	1/29/2025	1/29/2025
2025_0129_192006GARD002_LL0002-001 20250201204327401.MP4		GARD002		1/29/2025	2/1/2025

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Other Media Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0111_141850GARD002_LL0002-001_20250111234204551.JPG		GARD002	Error/Test	1/11/2025	1/11/2025
2025_0114_221927GARD002_LL0002-001_20250115040347959.JPG		GARD002	Error/Test	1/14/2025	1/14/2025
2025_0117_224047GARD002_LL0002-001_20250120203049798.JPG		GARD002	Error/Test	1/17/2025	1/20/2025

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Monthly Activity Report - Officer

Officer:

Willis, Josh

Supervisors:

Department:

Gardner Police Department

Recorded Time:

Feb 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0201_194621GARD002_LL0002-001 202502014744751.MP4	25GAR-258-OF	GARD002	Agency Assist	2/1/2025	2/1/2025
2025_0201_201729GARD002_LL0002-001 202502014810406.MP4	25-2406	GARD002	Citizen Contact	2/1/2025	2/1/2025
2025_0201_212058GARD002_LL0002-001 202502030740374.MP4	25-2409	GARD002	Citizen Contact	2/1/2025	2/1/2025
2025_0201_213430GARD002_LL0002-001 202502030901694.MP4	25GAR-260-OF	GARD002	Citizen Contact	2/1/2025	2/1/2025
2025_0201_221309GARD002_LL0002-001 20250203213429467.MP4		GARD002	Miscellaneous	2/1/2025	2/3/2025
2025_0203_173545GARD002_LL0002-001 20250204031806096.MP4	25GAR-267-OF	GARD002	Citizen Contact	2/3/2025	2/3/2025
2025_0203_184405GARD002_LL0002-001 20250204031822671.MP4	25-2555	GARD002	Citizen Contact	2/3/2025	2/3/2025
2025_0203_190142GARD002_LL0002-001 20250204031838714.MP4	25-2557	GARD002	Citizen Contact	2/3/2025	2/3/2025
2025_0203_211400GARD002_LL0002-001 20250204031855690.MP4	25-2562	GARD002	Citizen Contact	2/3/2025	2/3/2025
2025_0203_214150GARD002_LL0002-001 20250204031948845.MP4	25GAR-268-OF	GARD002	Citizen Contact	2/3/2025	2/3/2025
2025_0204_151402GARD002_LL0002-001 20250205022801637.MP4	25GAR-32-AR	GARD002	Traffic Stop - Citation	2/4/2025	2/4/2025

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2025_0204_155308GARD002_LL0002-001_20250205022816501.MP4	25-2628	GARD002	Citizen Contact	2/4/2025	2/4/2025
2025_0204_160453GARD002_LL0002-001_20250205022838511.MP4	25-2635	GARD002	Citizen Contact	2/4/2025	2/4/2025
2025_0204_194306GARD002_LL0002-001_20250205022913529.MP4	25GAR-272-OF	GARD002	Citizen Contact	2/4/2025	2/4/2025
2025_0204_200059GARD002_LL0002-001_20250205022947887.MP4	25-2648	GARD002	Citizen Contact	2/4/2025	2/4/2025
2025_0207_102301GARD002_LL0002-001_20250208021708092.MP4		GARD002		2/7/2025	2/7/2025
2025_0207_104636GARD002_LL0002-001_20250208021748944.MP4	25GAR-58-AC	GARD002	Miscellaneous	2/7/2025	2/7/2025
2025_0207_105835GARD002_LL0002-001_20250208021815225.MP4	25-2870	GARD002	Miscellaneous	2/7/2025	2/7/2025
2025_0207_120907GARD002_LL0002-001_20250208021849608.MP4	25-2878	GARD002	Citizen Contact	2/7/2025	2/7/2025
2025_0207_132102GARD002_LL0002-001_20250208021935843.MP4	25-2886	GARD002	Citizen Contact	2/7/2025	2/7/2025
2025_0207_144612GARD002_LL0002-001_20250208022013319.MP4	25-2904	GARD002	Citizen Contact	2/7/2025	2/7/2025
2025_0207_160216GARD002_LL0002-001_20250208022038193.MP4	25-2908	GARD002	Citizen Contact	2/7/2025	2/7/2025
2025_0207_162844GARD002_LL0002-001_20250208022123490.MP4	25GAR-290-OF	GARD002	Miscellaneous	2/7/2025	2/7/2025
2025_0210_200028GARD002_LL0002-001_20250211011729202.MP4	25GAR-310-OF	GARD002	Miscellaneous	2/10/2025	2/10/2025
2025_0210_220439GARD002_LL0002-001_20250211155710381.MP4	22-3152	GARD002	Citizen Contact	2/10/2025	2/11/2025
2025_0210_221704GARD002_LL0002-001_20250211155740539.MP4	22-3152	GARD002	Citizen Contact	2/10/2025	2/11/2025

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2025_0210_222852GARD002_LL0002-001	20250211155939685.MP4	25GAR-311-OF	GARD002	Citizen Contact	2/10/2025	2/11/2025
2025_0211_123422GARD002_LL0002-001	20250213231609149.MP4		GARD002		2/11/2025	2/13/2025
2025_0213_183507GARD002_LL0002-001	20250214032908776.MP4	25GAR-341-OF	GARD002	Citizen Contact	2/13/2025	2/13/2025
2025_0213_205532GARD002_LL0002-001	20250214033204787.MP4	25GAR-343-OF	GARD002	Citizen Contact	2/13/2025	2/13/2025
2025_0213_220935GARD002_LL0002-001	20250214033249759.MP4	25-3379	GARD002	Citizen Contact	2/13/2025	2/13/2025
2025_0214_163742GARD002_LL0002-001	20250215032441474.MP4	25GAR-350-OF	GARD002	Citizen Contact	2/14/2025	2/14/2025
2025_0214_165915GARD002_LL0002-001	20250215032623364.MP4	25GAR-41-AR	GARD002	Arrest (Misdemeanor)	2/14/2025	2/14/2025
2025_0215_164157GARD002_LL0002-001	20250216012658405.MP4	25GAR-355-OF	GARD002	Citizen Contact	2/15/2025	2/15/2025
2025_0215_200401GARD002_LL0002-001	20250216012734473.MP4	25GAR-356-OF	GARD002	Citizen Contact	2/15/2025	2/15/2025
2025_0215_210629GARD002_LL0002-001	20250216032234699.MP4	25-3525	GARD002	Citizen Contact	2/15/2025	2/15/2025
2025_0215_212406GARD002_LL0002-001	20250216032305067.MP4	25-3526	GARD002	Citizen Contact	2/15/2025	2/15/2025
2025_0216_153341GARD002_LL0002-001	20250216235643564.MP4	35-3571	GARD002	Citizen Contact	2/16/2025	2/16/2025
2025_0216_154049GARD002_LL0002-001	20250216235836363.MP4	25GAR-362-OF	GARD002	Citizen Contact	2/16/2025	2/16/2025
2025_0216_181446GARD002_LL0002-001	20250216235906340.MP4	25GAR-82-AC	GARD002	Citizen Contact	2/16/2025	2/16/2025
2025_0216_192805GARD002_LL0002-001	20250220012256225.MP4		GARD002		2/16/2025	2/19/2025



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2025_0219_180108GARD002_LL0002-001_20250220012310520.MP4		GARD002		2/19/2025	2/19/2025
2025_0219_200748GARD002_LL0002-001_20250220012330120.MP4		GARD002		2/19/2025	2/19/2025
2025_0219_203757GARD002_LL0002-001_20250220020424435.MP4		GARD002		2/19/2025	2/19/2025

Other Media Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0211_105101GARD002_LL0002-001_20250211155713467.JPG		GARD002	Error/Test	2/11/2025	2/11/2025

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Monthly Activity Report - Officer

Officer: Webb, Anthony

Supervisors:

Department: Gardner Police Department

Recorded Time: Jan 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0109_190458GARD004_LL0004-001 20250110013305226.MP4		GARD004	Arrest (Misdemeanor)	1/9/2025	1/9/2025
2025_0109_195046GARD004_LL0004-001 20250110013339395.MP4		GARD004		1/9/2025	1/9/2025
2025_0109_201939GARD004_LL0004-001 20250110013403441.MP4		GARD004		1/9/2025	1/9/2025
2025_0109_214034GARD004_LL0004-001 20250110030728998.MP4		GARD004	Traffic Stop - Warning	1/9/2025	1/9/2025
2025_0109_215001GARD004_LL0004-001 20250110030800623.MP4		GARD004	Traffic Stop - Warning	1/9/2025	1/9/2025
2025_0112_160033GARD004_LL0004-003 20250112214925288.MP4	25GAR-84-OF	GARD004	Citizen Contact	1/12/2025	1/12/2025
2025_0112_181222GARD004_LL0004-001 20250113034724009.MP4		GARD004	Citizen Contact	1/12/2025	1/12/2025
2025_0113_000711GARD004_LL0004-001 20250113100443047.MP4		GARD004		1/13/2025	1/13/2025
2025_0113_030735GARD004_LL0004-001 20250113100536283.MP4		GARD004		1/13/2025	1/13/2025
2025_0113_064119GARD004_LL0004-001 20250113120355134.MP4		GARD004		1/13/2025	1/13/2025
2025_0113_154311GARD004_LL0004-001 20250114010221141.MP4		GARD004		1/13/2025	1/13/2025

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2025_0113_184500GARD004_LL0004-001_20250114010252432.MP4		GARD004		1/13/2025	1/13/2025
2025_0113_194335GARD004_LL0004-001_20250114010332402.MP4		GARD004		1/13/2025	1/13/2025
2025_0114_003202GARD004_LL0004-001_20250114054257503.MP4	25GAR-11-AR	GARD004	Arrest (Misdemeanor)	1/14/2025	1/14/2025
2025_0114_015456GARD004_LL0004-001_20250114075513564.MP4		GARD004		1/14/2025	1/14/2025
2025_0114_171338GARD004_LL0004-001_20250115015228764.MP4		GARD004		1/14/2025	1/14/2025
2025_0114_184302GARD004_LL0004-001_20250115015243973.MP4		GARD004		1/14/2025	1/14/2025
2025_0114_191848GARD004_LL0004-001_20250115015259528.MP4		GARD004		1/14/2025	1/14/2025
2025_0114_192313GARD004_LL0004-001_20250115015450914.MP4	25GAR-12-AR AND 25GAR-13-AR	GARD004	Arrest (Felony)	1/14/2025	1/14/2025
2025_0114_195321GARD004_LL0004-005_20250115015609096.MP4	25GAR-12-AR AND 25GAR-13-AR	GARD004	Arrest (Felony)	1/14/2025	1/14/2025
2025_0115_153441GARD004_LL0004-001_20250116002713401.MP4		GARD004		1/15/2025	1/15/2025
2025_0115_171846GARD004_LL0004-001_20250116002821696.MP4		GARD004		1/15/2025	1/15/2025
2025_0118_083413GARD004_LL0004-001_20250118191529110.MP4		GARD004		1/18/2025	1/18/2025
2025_0118_093250GARD004_LL0004-001_20250118191548560.MP4		GARD004		1/18/2025	1/18/2025
2025_0118_114840GARD004_LL0004-001_20250118191619653.MP4		GARD004		1/18/2025	1/18/2025

**Gardner Police Department
200 Main St Gardner, MA 01440**

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2025_0118_125938GARD004_LL0004-001	20250118191658934.MP4		GARD004			1/18/2025	1/18/2025
2025_0118_151744GARD004_LL0004-001	20250118221346001.MP4		GARD004			1/18/2025	1/18/2025
2025_0118_161119GARD004_LL0004-001	20250118221406505.MP4		GARD004			1/18/2025	1/18/2025
2025_0118_211821GARD004_LL0004-001	20250119032154390.MP4	25GAR-13-WA	GARD004		Citizen Contact	1/18/2025	1/18/2025
2025_0118_213404GARD004_LL0004-001	20250119032219638.MP4		GARD004			1/18/2025	1/18/2025
2025_0119_171235GARD004_LL0004-001	20250120030342751.MP4	25GAR-130-OF	GARD004			1/19/2025	1/19/2025
2025_0119_212327GARD004_LL0004-001	20250120030404434.MP4		GARD004			1/19/2025	1/19/2025
2025_0120_201326GARD004_LL0004-001	20250121014445608.MP4		GARD004			1/20/2025	1/20/2025
2025_0120_202800GARD004_LL0004-001	20250121014509022.MP4		GARD004			1/20/2025	1/20/2025
2025_0121_211938GARD004_LL0004-001	20250122115950947.MP4		GARD004			1/21/2025	1/22/2025
2025_0121_214902GARD004_LL0004-001	2025012212004687.MP4		GARD004			1/21/2025	1/22/2025
2025_0121_222522GARD004_LL0004-001	20250122120050275.MP4		GARD004			1/21/2025	1/22/2025
2025_0124_142752GARD004_LL0004-001	20250124212051766.MP4		GARD004			1/24/2025	1/24/2025
2025_0124_150018GARD004_LL0004-001	20250124212233667.MP4	25GAR-164-OF	GARD004		Agency Assist	1/24/2025	1/24/2025
2025_0124_171057GARD004_LL0004-001	20250124223146316.MP4		GARD004			1/24/2025	1/24/2025

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2025_0124_173901GARD004_LL0004-001_20250125040248865.MP4		GARD004		1/24/2025	1/24/2025
2025_0124_220114GARD004_LL0004-001_20250125040329083.MP4		GARD004		1/24/2025	1/24/2025
2025_0126_152940GARD004_LL0004-001_20250127013704700.MP4		GARD004		1/26/2025	1/26/2025
2025_0126_165548GARD004_LL0004-001_20250127013740760.MP4		GARD004		1/26/2025	1/26/2025
2025_0126_184356GARD004_LL0004-001_20250127013852229.MP4	25GAR-187-OF	GARD004	Citizen Contact	1/26/2025	1/26/2025
2025_0126_190345GARD004_LL0004-001_20250127014006552.MP4	25GAR-187-OF	GARD004	Citizen Contact	1/26/2025	1/26/2025
2025_0126_195446GARD004_LL0004-002_20250127014247099.MP4	25GAR-20-AR	GARD004	DUI	1/26/2025	1/26/2025
2025_0127_161936GARD004_LL0004-002_20250127224423247.MP4	25GAR-23-AR	GARD004	DUI	1/27/2025	1/27/2025
2025_0127_195303GARD004_LL0004-001_20250128023747535.MP4	25GAR-196-OF	GARD004	Citizen Contact	1/27/2025	1/27/2025
2025_0127_201832GARD004_LL0004-001_20250128023832157.MP4		GARD004		1/27/2025	1/27/2025
2025_0127_202902GARD004_LL0004-001_20250128023903343.MP4		GARD004		1/27/2025	1/27/2025
2025_0129_141224GARD004_LL0004-001_20250129204611944.MP4		GARD004		1/29/2025	1/29/2025
2025_0130_151500GARD004_LL0004-001_20250130215742340.MP4		GARD004		1/30/2025	1/30/2025
2025_0130_184445GARD004_LL0004-001_20250131021210487.MP4		GARD004		1/30/2025	1/30/2025
2025_0131_173328GARD004_LL0004-001_20250201014828210.MP4	25GAR-244-OF	GARD004	Use of Force	1/31/2025	1/31/2025

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2025_0131_230119GARD004_LL0004-001_20250201044314709.MP4		GARD004		1/31/2025	1/31/2025
2025_0131_234529GARD004_LL0004-001_20250201055819940.MP4		GARD004		1/31/2025	2/1/2025

Other Media Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0114_193227GARD004_LL0004-002_20250115015453601.JPG		GARD004		1/14/2025	1/14/2025
2025_0114_193232GARD004_LL0004-003_20250115015611682.JPG		GARD004		1/14/2025	1/14/2025
2025_0114_193308GARD004_LL0004-004_20250115015624453.JPG		GARD004		1/14/2025	1/14/2025

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Monthly Activity Report - Officer

Officer:

Webb, Anthony

Supervisors:

Department:

Gardner Police Department

Recorded Time:

Feb 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0201_003447GARD004_LL0004-001 20250201055922431.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_011153GARD004_LL0004-001 20250201062308596.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_023124GARD004_LL0004-001 20250201082006046.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_163819GARD004_LL0004-001 20250202013721568.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_174420GARD004_LL0004-001 20250202013755818.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_175717GARD004_LL0004-001 20250202013854381.MP4	25GAR-257-OF	GARD004	Citizen Contact	2/1/2025	2/1/2025
2025_0201_212037GARD004_LL0004-001 20250202032756646.MP4		GARD004		2/1/2025	2/1/2025
2025_0201_212918GARD004_LL0004-001 20250202032951595.MP4	25GAR-260-OF	GARD004	Citizen Contact	2/1/2025	2/1/2025
2025_0202_154106GARD004_LL0004-001 20250203020212650.MP4		GARD004		2/2/2025	2/2/2025
2025_0202_160740GARD004_LL0004-001 20250203020309008.MP4		GARD004		2/2/2025	2/2/2025
2025_0205_161050GARD004_LL0004-001 20250206022217477.MP4		GARD004		2/5/2025	2/5/2025

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2025_0205_181457GARD004_LL0004-001	2025020602282734.MP4		GARD004		2/5/2025	2/5/2025
2025_0205_190936GARD004_LL0004-001	20250206022842161.MP4		GARD004		2/5/2025	2/5/2025
2025_0205_205659GARD004_LL0004-001	20250206022929496.MP4		GARD004		2/5/2025	2/5/2025
2025_0205_213807GARD004_LL0004-001	20250206034822812.MP4		GARD004		2/5/2025	2/5/2025
2025_0206_153228GARD004_LL0004-002	20250206210550193.MP4	25GAR-280-OF	GARD004	Citizen Contact	2/6/2025	2/6/2025
2025_0206_164525GARD004_LL0004-001	20250206221813725.MP4		GARD004		2/6/2025	2/6/2025
2025_0206_181555GARD004_LL0004-001	20250207034823290.MP4		GARD004		2/6/2025	2/6/2025
2025_0206_213333GARD004_LL0004-002	20250207035030462.MP4		GARD004		2/6/2025	2/6/2025
2025_0208_184637GARD004_LL0004-001	20250210182108649.MP4		GARD004		2/8/2025	2/10/2025
2025_0208_193608GARD004_LL0004-001	20250210182144399.MP4		GARD004		2/8/2025	2/10/2025
2025_0208_223658GARD004_LL0004-001	20250210182216505.MP4		GARD004		2/8/2025	2/10/2025
2025_0211_155207GARD004_LL0004-001	20250212013219580.MP4	25GAR-66-AC	GARD004	Miscellaneous	2/11/2025	2/11/2025
2025_0211_181108GARD004_LL0004-001	20250212013855579.MP4	25GAR-318-OF	GARD004	Citizen Contact	2/11/2025	2/11/2025
2025_0211_195648GARD004_LL0004-002	20250212014144107.MP4		GARD004		2/11/2025	2/11/2025
2025_0211_210915GARD004_LL0004-002	20250212023031477.MP4	25GAR-38-AR	GARD004	DUI	2/11/2025	2/11/2025

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2025_0211_224431GARD004_LL0004-001_20250212200222018.MP4		GARD004		2/11/2025	2/12/2025
2025_0212_160318GARD004_LL0004-002_20250212220801058.MP4	25GAR-330-OF	GARD004	Citizen Contact	2/12/2025	2/12/2025
2025_0212_170622GARD004_LL0004-001_20250213010410355.MP4	25GAR-327-OF	GARD004	Citizen Contact	2/12/2025	2/12/2025
2025_0212_174521GARD004_LL0004-001_20250213010609041.MP4	25GAR-327-OF	GARD004	Citizen Contact	2/12/2025	2/12/2025
2025_0212_225310GARD004_LL0004-001_20250213042418984.MP4	25GAR-332-OF	GARD004	Citizen Contact	2/12/2025	2/12/2025
2025_0213_173400GARD004_LL0004-002_20250214003206313.MP4		GARD004		2/13/2025	2/13/2025
2025_0213_182603GARD004_LL0004-001_20250214003235251.MP4		GARD004		2/13/2025	2/13/2025
2025_0213_205523GARD004_LL0004-001_20250214033035335.MP4	25GAR-343-OF	GARD004	Citizen Contact	2/13/2025	2/13/2025
2025_0213_211408GARD004_LL0004-001_20250214033351776.MP4		GARD004		2/13/2025	2/13/2025
2025_0213_223810GARD004_LL0004-001_20250214035853036.MP4		GARD004		2/13/2025	2/13/2025
2025_0213_231846GARD004_LL0004-001_20250214052101075.MP4		GARD004		2/13/2025	2/14/2025
2025_0214_002211GARD004_LL0004-001_20250214063120326.MP4		GARD004		2/14/2025	2/14/2025
2025_0214_004719GARD004_LL0004-001_20250214063439769.MP4	25GAR-344-OF	GARD004	Citizen Contact	2/14/2025	2/14/2025
2025_0214_025746GARD004_LL0004-001_20250214083519939.MP4		GARD004		2/14/2025	2/14/2025
2025_0214_163341GARD004_LL0004-001_20250215032529134.MP4	25GAR-350-OF	GARD004	Citizen Contact	2/14/2025	2/14/2025

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2025_0214_165920GARD004_LL0004-001_20250215032554471.MP4	25GAR-41-AR	GARD004	Arrest (Misdemeanor)	2/14/2025	2/14/2025
2025_0214_222129GARD004_LL0004-001_20250215034444350.MP4		GARD004		2/14/2025	2/14/2025
2025_0214_231344GARD004_LL0004-001_20250215043005286.MP4		GARD004		2/14/2025	2/14/2025
2025_0217_161352GARD004_LL0004-001_20250218013721501.MP4		GARD004		2/17/2025	2/17/2025
2025_0217_165047GARD004_LL0004-001_20250218013812050.MP4	25GAR-368-OF	GARD004	Citizen Contact	2/17/2025	2/17/2025
2025_0218_154608GARD004_LL0004-001_20250218212058322.MP4	25GAR-91-AC	GARD004	Citizen Contact	2/18/2025	2/18/2025
2025_0218_171304GARD004_LL0004-001_20250219023209290.MP4		GARD004		2/18/2025	2/18/2025
2025_0218_181918GARD004_LL0004-001_20250219023222248.MP4		GARD004		2/18/2025	2/18/2025
2025_0218_215442GARD004_LL0004-001_20250219040728763.MP4		GARD004		2/18/2025	2/18/2025
2025_0218_224737GARD004_LL0004-002_20250219041439061.MP4		GARD004		2/18/2025	2/18/2025
2025_0219_175954GARD004_LL0004-001_20250220020323272.MP4		GARD004		2/19/2025	2/19/2025
2025_0219_200726GARD004_LL0004-001_20250220020336770.MP4		GARD004		2/19/2025	2/19/2025

No Other Media's data for Webb, Anthony in Feb 2025

Gardner Police Department
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Monthly Activity Report - Officer

Officer: Williams, Elijah

Supervisors:

Department: Gardner Police Department

Recorded Time: Jan 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0114_001703GARD003_LL0003-001_20250114115424949.MP4		GARD003	Citizen Contact	1/14/2025	1/14/2025
2025_0114_004813GARD003_LL0003-001_20250114115440444.MP4		GARD003		1/14/2025	1/14/2025
2025_0114_005348GARD003_LL0003-001_20250114115505161.MP4		GARD003		1/14/2025	1/14/2025
2025_0114_010923GARD003_LL0003-001_20250114115529924.MP4		GARD003		1/14/2025	1/14/2025
2025_0115_003915GARD003_LL0003-001_20250115120903897.MP4		GARD003		1/15/2025	1/15/2025
2025_0115_012723GARD003_LL0003-002_20250115120917464.MP4		GARD003		1/15/2025	1/15/2025
2025_0116_004900GARD003_LL0003-001_20250116121356415.MP4		GARD003		1/16/2025	1/16/2025
2025_0116_025758GARD003_LL0003-001_20250116121435798.MP4		GARD003		1/16/2025	1/16/2025
2025_0116_031030GARD003_LL0003-001_20250116121513942.MP4		GARD003		1/16/2025	1/16/2025
2025_0116_060755GARD003_LL0003-001_20250116121537809.MP4		GARD003		1/16/2025	1/16/2025
2025_0117_004502GARD003_LL0003-002_20250118034012182.MP4		GARD003		1/17/2025	1/17/2025

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2025_0117_234618GARD003_LL0003-001_20250118115404342.MP4		GARD003		1/17/2025	1/18/2025
2025_0118_004515GARD003_LL0003-001_20250118115413763.MP4		GARD003		1/18/2025	1/18/2025
2025_0118_021708GARD003_LL0003-001_20250118115440836.MP4		GARD003		1/18/2025	1/18/2025
2025_0118_233559GARD003_LL0003-001_20250119121815846.MP4		GARD003		1/18/2025	1/19/2025
2025_0118_235725GARD003_LL0003-001_20250119121844751.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_000653GARD003_LL0003-001_20250119121948407.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_003504GARD003_LL0003-001_20250119122017217.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_004547GARD003_LL0003-001_20250119122202570.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_024324GARD003_LL0003-001_20250119122332801.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_064525GARD003_LL0003-001_20250119122358361.MP4		GARD003		1/19/2025	1/19/2025
2025_0119_162847GARD003_LL0003-001_20250120080336440.MP4		GARD003		1/19/2025	1/20/2025
2025_0119_215304GARD003_LL0003-002_20250120080511157.MP4		GARD003		1/19/2025	1/20/2025
2025_0120_235223GARD003_LL0003-001_20250121120055582.MP4		GARD003		1/20/2025	1/21/2025
2025_0121_030458GARD003_LL0003-001_20250121120140572.MP4		GARD003		1/21/2025	1/21/2025
2025_0122_010402GARD003_LL0003-001_20250122120024796.MP4		GARD003		1/22/2025	1/22/2025

Gardner Police Department
200 Main St Gardner, MA 01440

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2025_0122_021638GARD003_LL0003-001 20250122120211777.MP4		GARD003		1/22/2025	1/22/2025
2025_0123_001838GARD003_LL0003-001 20250123200338927.MP4		GARD003		1/23/2025	1/23/2025
2025_0123_004454GARD003_LL0003-001 20250123200438646.MP4		GARD003		1/23/2025	1/23/2025
2025_0123_020537GARD003_LL0003-001 20250123200619757.MP4		GARD003		1/23/2025	1/23/2025
2025_0123_022044GARD003_LL0003-001 20250123200839105.MP4		GARD003		1/23/2025	1/23/2025
2025_0123_231402GARD003_LL0003-001 20250124161148496.MP4	25-1702	GARD003	Citizen Contact	1/23/2025	1/24/2025
2025_0123_233447GARD003_LL0003-001 20250124161526890.MP4	25-1711	GARD003	Traffic Stop - Citation	1/23/2025	1/24/2025
2025_0124_001410GARD003_LL0003-001 20250124161542605.MP4		GARD003	Error/Test	1/24/2025	1/24/2025
2025_0124_010159GARD003_LL0003-001 20250124161818679.MP4	25-1717	GARD003	Traffic Stop - Warning	1/24/2025	1/24/2025
2025_0124_031307GARD003_LL0003-002 20250124162943505.MP4		GARD003		1/24/2025	1/24/2025
2025_0125_154201GARD003_LL0003-001 20250125235652058.MP4		GARD003		1/25/2025	1/25/2025
2025_0125_161751GARD003_LL0003-001 20250125235705098.MP4		GARD003		1/25/2025	1/25/2025
2025_0125_172501GARD003_LL0003-001 20250125235729558.MP4		GARD003		1/25/2025	1/25/2025
2025_0125_175802GARD003_LL0003-001 20250125235804478.MP4		GARD003		1/25/2025	1/25/2025
2025_0126_225729GARD003_LL0003-001 20250127204129212.MP4	25-1941	GARD003	Citizen Contact	1/26/2025	1/27/2025

Gardner Police Department
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2025_0126_232502GARD003_LL0003-001 20250127204210446.MP4	25-1942	GARD003	Citizen Contact	1/26/2025	1/27/2025
2025_0127_005108GARD003_LL0003-001 20250127204259672.MP4	25-1945	GARD003	Citizen Contact	1/27/2025	1/27/2025
2025_0127_045135GARD003_LL0003-001 20250127204319578.MP4	25-1949	GARD003	Traffic Stop - Warning	1/27/2025	1/27/2025
2025_0127_050645GARD003_LL0003-001 20250127204348743.MP4	25-1950	GARD003	Traffic Stop - Warning	1/27/2025	1/27/2025
2025_0127_061011GARD003_LL0003-001 20250127204405541.MP4		GARD003		1/27/2025	1/27/2025
2025_0128_000101GARD003_LL0003-001 20250128115349580.MP4		GARD003		1/28/2025	1/28/2025
2025_0128_001550GARD003_LL0003-001 20250128115359719.MP4		GARD003		1/28/2025	1/28/2025
2025_0128_024344GARD003_LL0003-001 20250128115426315.MP4		GARD003		1/28/2025	1/28/2025
2025_0128_233735GARD003_LL0003-001 20250130043225018.MP4		GARD003	Error/Test	1/28/2025	1/29/2025
2025_0129_000354GARD003_LL0003-001 20250130043322528.MP4		GARD003		1/29/2025	1/29/2025
2025_0129_005824GARD003_LL0003-001 20250130043430063.MP4		GARD003		1/29/2025	1/29/2025
2025_0129_031341GARD003_LL0003-001 20250130043451432.MP4		GARD003		1/29/2025	1/29/2025
2025_0129_062145GARD003_LL0003-002 20250130043911265.MP4		GARD003		1/29/2025	1/29/2025
2025_0130_001358GARD003_LL0003-001 20250130080844033.MP4		GARD003		1/30/2025	1/30/2025
2025_0130_002818GARD003_LL0003-001 20250130080953860.MP4	25-2169	GARD003	DUI	1/30/2025	1/30/2025

Gardner Police Department
200 Main St Gardner, MA 01440

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2025_0130_011128GARD003_LL0003-001_20250130081017650.MP4		GARD003		1/30/2025	1/30/2025
2025_0130_012528GARD003_LL0003-001_20250130081049419.MP4		GARD003		1/30/2025	1/30/2025
2025_0130_111733GARD003_LL0003-001_20250130200816363.MP4		GARD003		1/30/2025	1/30/2025
2025_0130_122026GARD003_LL0003-001_20250130200839302.MP4		GARD003		1/30/2025	1/30/2025
2025_0131_115435GARD003_LL0003-001_20250131214130940.MP4		GARD003		1/31/2025	1/31/2025
2025_0131_122427GARD003_LL0003-001_20250131214150313.MP4		GARD003		1/31/2025	1/31/2025
2025_0131_133306GARD003_LL0003-001_20250131214314822.MP4		GARD003		1/31/2025	1/31/2025

Other Media Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0115_005642GARD003_LL0003-001_20250115120920081.JPG		GARD003		1/15/2025	1/15/2025

Gardner Police Department 200 Main St Gardner, MA 01440

Document generated: 9/9/2025 2:52:11 PM by Deputy Chief Nick Maroni
All timestamps are in (UTC-05:00) Eastern Time (US & Canada)

Monthly Activity Report - Officer

Officer: Williams, Elijah

Supervisors:

Department: Gardner Police Department

Recorded Time: Feb 2025

Video Name	Case #	Camera	Encounter	Recorded	Uploaded
2025_0202_000437GARD003_LL0003-001_20250202120414967.MP4		GARD003		2/2/2025	2/2/2025
2025_0202_001727GARD003_LL0003-001_20250202120434498.MP4		GARD003		2/2/2025	2/2/2025
2025_0202_003616GARD003_LL0003-001_20250202120450904.MP4		GARD003		2/2/2025	2/2/2025
2025_0202_013444GARD003_LL0003-001_20250202120510901.MP4		GARD003		2/2/2025	2/2/2025
2025_0202_042507GARD003_LL0003-001_20250202120542855.MP4		GARD003		2/2/2025	2/2/2025
2025_0202_044911GARD003_LL0003-001_20250202120604462.MP4		GARD003		2/2/2025	2/2/2025
2025_0203_004733GARD003_LL0003-001_20250203120338048.MP4		GARD003		2/3/2025	2/3/2025
2025_0203_230837GARD003_LL0003-001_20250204120938247.MP4		GARD003		2/3/2025	2/4/2025
2025_0203_234957GARD003_LL0003-001_20250204120959794.MP4		GARD003		2/3/2025	2/4/2025
2025_0204_000722GARD003_LL0003-001_20250204121012374.MP4		GARD003		2/4/2025	2/4/2025
2025_0204_010521GARD003_LL0003-001_20250204121029206.MP4		GARD003		2/4/2025	2/4/2025

Gardner Police Department
200 Main St Gardner, MA 01440

Document generated: 9/9/2025 2:52:11 PM by Deputy Chief Nick Maroni
 All timestamps are in (UTC-05:00) Eastern Time (US & Canada)

2025_0204_013204GARD003_LL0003-001_20250204121050453.MP4		GARD003		2/4/2025	2/4/2025
2025_0204_035530GARD003_LL0003-001_20250204121123515.MP4		GARD003		2/4/2025	2/4/2025
2025_0211_001726GARD003_LL0003-001_20250211160109078.MP4	25-3155	GARD003	Use of Force	2/11/2025	2/11/2025
2025_0214_004654GARD003_LL0003-001_20250214093701510.MP4		GARD003		2/14/2025	2/14/2025
2025_0214_012912GARD003_LL0003-001_20250214093723638.MP4		GARD003		2/14/2025	2/14/2025
2025_0214_034718GARD003_LL0003-003_20250214094504652.MP4	25gar-39-AR	GARD003	DUI	2/14/2025	2/14/2025
2025_0214_044125GARD003_LL0003-001_20250214095114496.MP4		GARD003		2/14/2025	2/14/2025
2025_0214_044535GARD003_LL0003-001_20250214095746218.MP4		GARD003		2/14/2025	2/14/2025
2025_0215_003456GARD003_LL0003-001_20250215100809051.MP4		GARD003		2/15/2025	2/15/2025
2025_0215_040612GARD003_LL0003-004_20250215101153472.MP4		GARD003		2/15/2025	2/15/2025

No Other Media's data for Williams, Elijah in Feb 2025



LENSLOCK

WE SERVE HEROES EVERY DAY™

Gardner Police Department - MA

LensLock Regional Manager
Lacy Nasello

Direct: 9046627498
Email: len@lenslock.com

3550 Buschwood Park Dr., Suite 180
Tampa, FL 33618



LensLock, Inc.
 3550 Buschwood Park Dr., Suite 180
 Tampa, FL 33618
 866-LENSLOCK
 LensLock.com

Issued:	August 14, 2024
Proposal Valid for 30 Days	
Proposal Num:	#24-703

Services: BWC
 Payment Terms: Net 30 Days
 Length of Service: 60
 Commencement: TBD

SALES REPRESENTATIVE:

Lacy Nasello Regional Manager
 Phone: 9046627498
 Email: len@lenslock.com

SHIP TO:

Gardner Police Department
 200 Maine St
 Gardner, MA 01440
 #24-703

Attention: **Chief Nick Maroni**

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
40	Body Worn Camera - Gen 12.5 Full Time	\$899.00	\$35,960.00
2	Body Worn Camera - Gen 12.5 Admin / Spare	\$899.00	Included
2	DSX - Docking and charging	\$0.00	Included
40	BWC Accessories: Mounts, Clips, Charging Cables	\$0.00	Included
1	Pro-Grade Outsourced Redaction	\$0.00	Included
1	60 Month Hardware Guarantee	\$0.00	Included
SUBTOTAL:			\$35,960.00
SALES TAX 0.00%			\$0.00
TOTAL:			\$35,960.00

Summary of 5-Year Payments

Year	Due	Term Start	Term End	Amount
Year 1:	Product Delivery	12/30/24	12/30/25	\$35,960.00
Year 2:	Start of Term	12/31/25	12/30/26	\$35,960.00
Year 3:	Start of Term	12/31/26	12/30/27	\$35,960.00
Year 4:	Start of Term	12/31/27	12/29/28	\$35,960.00
Year 5:	Start of Term	12/30/28	12/30/29	\$35,960.00
Grand Total				\$179,800.00

EXHIBIT D

Fire Department Ambulance Purchase



CITY OF GARDNER

FIRE DEPARTMENT
70 CITY HALL AVENUE
GARDNER, MA 01440-2671

OFFICE OF FIRE CHIEF
GREGORY F. LAGOY

(978) 632-1616 Ext. 5
FAX (978) 630-4028

September 30, 2025

Mayor Michael Nicholson
95 Pleasant Street
Gardner, MA 01440

Dear Mayor Nicholson,

As we have discussed, we have been presented with the opportunity to purchase a used 2016 Chevrolet/Braun ambulance from the Town of Westminster Fire Department for the price of \$25,000.00, including the Stryker PowerLift stretcher and PowerLoad auto-load system. This ambulance is in good overall condition.

Currently, we have three ambulances in our fleet- the newest being the 2024 Ford/Horton primary ambulance purchased with ARPA funds; the 2018 Ford/Horton reserve unit; and the 2007 Ford/Horton reserve unit (also purchased used from Westminster in 2016). Recently, a leaking fuel tank as well as corroded tank straps and fuel lines were found on this 2007 unit. It also has significant undercarriage corrosion that would need to be addressed to pass upcoming State inspection. With this vehicle being 18 years old and over having over 107,000 miles, repairs could easily exceed its value. In my opinion, this ambulance should be permanently removed from service. The 2018 ambulance is also currently out of service due to a turbo failure on the motor, repairs are expected to take approximately 3 weeks. This leaves us with only one in-service ambulance.

Keeping fire apparatus and ambulances in service has been a challenge over the last several years due to multiple factors including lack of parts availability, a shortage of qualified service technicians, and delayed delivery of new vehicles resulting in older units having higher use. Multiple towns around Gardner have also had situations where ambulances were out of service for long periods of time due to damage from motor vehicle accidents, and loaner or temporary units were extremely hard to find. This has shown the importance of maintaining reliable reserve units ready to be placed in front-line service when needed. I feel this purchase would be a sound investment to ensure continuity of operation of the Fire Department ambulance service for the citizens of Gardner.

For comparison, the current price for a new unit similar to our 2024 model is in the \$550,000.00 range.

Feel free to reach out to me if you have any questions regarding this.

Respectfully,

Gregory F. Lagoy, Fire Chief

EXHIBIT E

Mayors

Unclassified

Grant Writing

Services



CITY OF GARDNER
CONTRACT #2025-914
GRANT WRITING & GOVERNMENT OUTREACH SERVICES
KELLER PARTNERS & COMPANY
1201 15th St. NW, Suite 400, Washington, DC 20016

ARTICLE 1, DEFINITION: "Contract" as used herein shall mean these Articles and the Bid/Quote Documents which include, but are not limited to, the instructions, the bid/quote/proposal, the specifications, the requirements, the contract terms and conditions, applicable addenda and all documents and forms submitted with the bid or proposal.

ARTICLE 2, DURATION: This Contract shall be in effect from January 1, 2025 to December 31, 2027, with the option to renew for one subsequent term – January 1, 2027 to December 31, 2029. The contract term is at the sole discretion of the City of Gardner but shall not exceed three years without the expressed written consent of the City of Gardner.

ARTICLE 3, TERMS: The Contractor agrees to provide services, material and/or equipment all in accordance with the Bid/Quote Documents for the contract stated above, which is incorporated herein and made part of this Contract. This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not a corporation, the heirs and estate of the Contractor).

ARTICLE 4, PAYMENT: The City of Gardner agrees to pay the Contractor the sum set forth in the Contractor's quote or proposal, at a rate of Seven Thousand Five Hundred and Zero Cents (\$7,500.00) per month for years 1 through 3, which is attached and made part of this contract. The contractor shall provide invoices with work completed detailed on the invoice.

ARTICLE 5, CONFLICT: In the event there is a conflict between this Contract and the Bid/Quote Documents, the Bid/Quote Documents shall supersede the Contract.

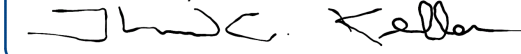
ARTICLE 6, GOVERNING ORDINANCES AND LAWS: This Contract is made subject to all the laws of the Commonwealth of Massachusetts and ordinances of the City of Gardner. If any clause herein does not conform to such laws and ordinances, that clause and only that clause shall be void. The remainder of this contract shall be unaffected and the law or statute that is applicable shall be substituted.

ARTICLE 7, SUSPENSION AND DEBARMENT: The Contractor certifies that neither their entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State Government Agency or Department.

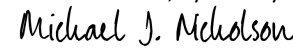
This Contract, executed in three copies, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

IN WITNESS WHEREOF the parties have hereto and set their hands on the day and year written.

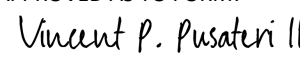
DocuSigned by:
FOR CORPORATION/OWNER


 3FE155ED79884E4...
 (Authorized Signature)

DocuSigned by:
CITY OF GARDNER, by its Mayor


 E429C2C295314CE...
 Michael J. Nicholson

APPROVED BY AS TO FORM:


 3E345C676F8245B...
 Law Department

FOR CONTRACTING DEPARTMENT:

 (Department Head)



CITY OF GARDNER
CONTRACT #2025-914
GRANT WRITING & GOVERNMENT OUTREACH SERVICES
KELLER PARTNERS & COMPANY
1201 15th St. NW, Suite 400, Washington, DC 20016

Signed by:

John Richard

CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

Acct #:11199-52190

DocuSigned by:

John Comins

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

FORM FOR BID

BID OF **Keller Partners & Company**_(hereinafter called "Bidder")

To the City of Gardner, Massachusetts (hereinafter called the "Owner"):

In compliance with your invitation for bids for **Grant Writing & Government Outreach Services**, having examined the specifications with related documents, hereby proposes to furnish all labor, materials, in accordance with the contract documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The undersigned agrees that the following notices and/or addenda which have been issued during the bidding period have been received and have been considered both before and in the preparation of this bid and further understand that failure to acknowledge any addenda shall be sufficient basis for rejection of the bid:

Addendum Number 2025-914_____ Dated 11-26-24_____

Bidder agrees to perform all of the work described in the specifications for the proposed contract prices listed.
The Offeror understands that all bids are subject to the applicable laws of the Commonwealth of Massachusetts and Municipal Ordinances including General Laws.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days.

Item		Rate
Monthly Rate for Grant Writing & Government Outreach Services – Years 1 through 3		<u>\$7,500/mo.</u>
Monthly Rate for Grant Writing & Government Outreach Services – Years 4 & 5		<u>\$8,000/mo.</u>



Signature of Bidder

KELLER PARTNERS

& COMPANY

Procurement # 2025-914
City of Gardner
Grant Writing & Government Outreach Services
Non-Price Proposal
Due: December 3, 2024



Contact:
Thomas C. Keller, Managing Principal
Keller Partners & Company, LLC
1201 Fifteenth Street, NW, Suite 400, Washington, DC 20005
Mobile: +1(202) 841-5283 | Office: +1(202) 207-1145
Email: tkeller@kellerpartnersco.com | Website: www.KellerPartnersCo.com

KELLER PARTNERS

& COMPANY

LETTER OF INTENT

November 26, 2024

Purchasing Department – City of Gardner
95 Pleasant Street, Room 217
Gardner, MA 01440

Dear Purchasing Manager:

On behalf of Keller Partners & Company, LLC, we are pleased to present the city with our proposal for “Grant Writing & Government Outreach Services.” Keller Partners has been the city’s incumbent provider for these services since April 2024 and we deeply appreciate the opportunity to serve the Gardner community. We’ve enjoyed our productive work together with the Mayor and his team. We are thankful for the partnership.

In the short time Keller Partners has worked on behalf of the city, we have secured funding results and have submitted multiple grant applications that are currently pending for potential awards. The following are highlights of those submissions:

- \$850,000 included in FY25 T/HUD Appropriations – We submitted a Community Project Funding (i.e., earmark) application and lobbied the congressional delegation for funding to support the development of the Gardner Community Center (in the former Waterford Street School building). This funding was approved by the Appropriations Committee and is in the bill text awaiting final passage (est. late December).
- US EPA Community Change Grant – We provided guidance and assistance, and congressional letters of support, for this \$20 million grant request, which is currently pending.
- FEMA Assistance to Firefighters Grant – We are currently preparing GFD’s application to the AFG Program to purchase portable radios. The grant will be submitted in mid-December with an expected request amount of \$335,000.
- Massachusetts Bottleneck Reduction Grant submitted – We wrote and submitted this state grant to improve the intersection of West Broadway & Timpany Blvd. The grant is currently pending, with an estimated award of up to \$500,000.
- Massachusetts Law Enforcement Body-Worn Camera Grant submitted – We wrote and submitted this state grant to purchase BWCs for GPD officers. The grant is currently pending for an award of \$35,960.
- Massachusetts Bike Racks Grant – We wrote and submitted this state grant to purchase needed bike racks for the Gardner public. The grant is currently pending for an award.

Additionally, since April, our firm coordinated with the Mayor to create, maintain, and strengthen key relationships at the White House, USDOT, USEPA and with the Congress.

In September 2024, Keller Partners organized, scheduled, and participated in the Mayor's visit with the MA Congressional delegation and the White House. These meetings were part of a strategy to ensure the city's priorities are top of mind with decision-makers in Washington. Mayor Nicholson was an excellent advocate for the city, and it reminds us that there is no alternative for in-person meetings.

We view our role as a valuable addition to the city's own staff. If we were to continue our work together, we would build on our accomplishments of the previous months to pursue significant funding and legislative opportunities at the federal and state levels. With the start of the new Administration in Washington, we will identify key decision-makers and establish critical relationships to advance Gardner's interests. Highlights of our work together over the next few years would focus on the city's priorities, including the following:

- Congressional and Grant Funding for the Restoration of Passenger Rail Service at Gardner (e.g., FTA Capital Investments Grant and Surface Transportation Bill)
- Congressionally Directed Spending (i.e., Earmarks) for Gardner
- Massachusetts State Grants (e.g., Trails Grant, Urban and Community Forestry Grant, Green School Works Grant, One Stop Grant, etc.)
- US DOJ Grants (e.g., COPS Hiring Grant, COPS Crisis Intervention Grant, Mental Health and Wellness Grant, etc.)
- US DOT Grants (e.g., Safe Streets and Roads for All Grant, RAISE Grant, Reconnecting Communities Grant, Railroad Crossing Elimination Grant, etc.)
- US FEMA Grants (e.g., Assistance to Firefighters Grant-AFG, Staffing For Adequate Fire and Emergency Response Grant-SAFER, etc.)
- US EDA Grants (e.g., Public Works and Economic Adjustment Assistance Grant)
- US EPA Grants (e.g., Brownfields Assessment and Cleanup Grants, Solid Waste Infrastructure for Recycling Grants, etc.)

Keller Partners agrees with the terms set out in the city's Request for Proposals document and is uniquely qualified to continue to provide the city with excellence in grant writing and government outreach services. We have much to accomplish together and it is our genuine passion and desire to continue to serve you. Thank you!

Sincerely,



Thomas C. Keller
Managing Principal

COMPARATIVE CRITERIA

Keller Partners & Company is a leading full-service government relations firm based in Washington, DC, located just a few blocks from the White House. By design, Keller Partners is a unique firm in Washington because our clients consist only of public and private nonprofits and Keller Partners team are all professional grant writers *and* federal registered lobbyists -- we write excellent grants and then lobby the “powers that be” to win them. We know of no other government relations firm that can do this.

Federal and state grants, especially Community Project Funding requests (or earmarks), are very much part of a political process. Therefore, it’s important to note that Keller Partners has been regularly named a “Top-Performing Lobbying Firm” by Bloomberg Government, and the Keller Partners’ team have been selected as “Top Lobbyists” by *The Hill* newspaper and by the National Institute of Lobbying and Ethics (NILE).

While approximately 90 percent of our clients utilize us for grant funding, Keller Partners also works to assist with grant reporting and compliance, advocate for policy positions, and initiate legislative action and regulatory relief that impact our clients’ objectives. We track congressional and Administration activity, keeping our clients informed, and we impact this activity with draft legislative language or suggested rule changes, when necessary. The city of Gardner would benefit from all of these potential options.

Keller Partners is pleased to describe below how it intends to meet the Comparative Criteria in the city’s Request for Proposals:

1) Experience with other communities seeking grant writing and governmental outreach services -

Keller Partners professionals have more than 25 years of experience with providing grant writing and governmental outreach services to municipalities, counties, authorities, and other bodies of local government.

For example, for more than 10 years we have been on uninterrupted retainer with the City of Lexington, KY, and Fayette County, KY, assisting them over that time with winning approximately \$50 million in competitive grants focused on infrastructure.

For more than 10 years, Keller Partners has also been on uninterrupted retainer for the Williamsport Municipal Water and Sanitary Authorities, PA, assisting them over that time with winning approximately \$7.5 million in federal/state competitive grants and earmarks for public works.

Additionally, since 2003 Keller Partners professionals have provided uninterrupted grant writing and governmental outreach services to Starr Commonwealth, MI, a community-based nonprofit organization that assists at-risk youth. Since 2010, we also provided similar uninterrupted services to Saint

Anthony Hospital, IL, a community hospital in Chicago. Both of these current clients continue working with Keller Partners, as do our others, because we regularly win them funding and provide them value from the state and federal levels of government.

In short, Keller Partners' experience with best practices and a successful track record in both grant writing and governmental outreach will significantly increase Gardner's state and federal funding success. The professional bios below highlight the unique experiences and qualifications of our team members and our ability to properly assist Gardner with its needs. When you hire Keller Partners, you are hiring a team of professional fed/state grant writers and expert lobbyists:

Keller Partners Bio Summaries of the Firm's Gardner Team

- Thomas Keller

- 2012 – Present

Managing Principal and Founder of Keller Partners & Company, which specializes in grant writing and government relations services for nonprofit organizations. He leads Gardner's lobbying strategy.

1999 – 2012

Vice President and Deputy Director of Russ Reid Washington Office focused on grant writing, earmarking and government relations services for nonprofit organizations.

1991 – 1999

Director of Special Projects for US Senator Dan Coats-IN, which focused on working with the Appropriations Committee on earmarking and grants for Indiana infrastructure projects.

- Andy Garfinkel

- 2015 – Present

Keller Partners VP and Managing Director of Grants, Loans & Procurement, who manages the firm's grant writing efforts.

2000 – 2015

Principal and co-founder of Broderick & Associates which provided grant and legislative services to clients.

1990 – 2000

Senior Congressional staffer for three senior Members of Congress from OH, CT and NY, specializing in infrastructure and public works.

- Ben Picciano

- 2021 – Present

Keller Partners Director of Government Relations and Grant Services, who leads the Gardner account for Keller Partners as a professional grant writer and federal lobbyist.

- 2020 – 2021

Research staffer at the American Enterprise Institute (AEI) in Washington, DC specializing in researched aimed at alleviating poverty and expanding economic opportunity.

- 2017 – 2020

Aide to state government policymakers and their congressional campaigns in the state of New Jersey.

- Jon Boehmer

- 2022 – Present

Keller Partners Manager of Government Relations and Grant Services, who assists with the Gardner Account.

- 2019 – 2022

Aide on the House Oversight Committee where he focused on research, writing briefs and congressional testimony.

2) Relationships, past and present, with Massachusetts Communities seeking the service -

Presently, Keller Partners works with the Edward M. Kennedy Institute for the US Senate in Boston, MA, by providing it with grant writing and lobbying services. While the Kennedy Institute is a new client (as of August 2024), we have already submitted a competitive grant for them. In the past, Keller Partners provided grant writing and governmental outreach services to Signature Healthcare in Brockton, MA, from 2015 to 2017 (until a leadership change).

Keller Partners having fewer clients in Massachusetts is a strength, not a weakness. Unlike other firms, Keller Partners takes great care with ensuring that no conflicts for federal funding exist for its current clients. Therefore, as long as Keller Partners works for Gardner, we will not pursue or accept another municipal client in the Third Congressional District of Massachusetts. It would be inappropriate and unethical to put ourselves and Gardner in that position. The city should be cautious of firms that are willing to compete their clients with each other – which creates a true conflict of interest.

Keller Partners currently provides grant writing and government relations services to the following 14 local governmental clients:

Chicago Southwest Development Corporation, IL (client since 2010)
 City of Chewelah, WA (client since 2023)
 City of Everett, WA (client since 2023)
 City of Gardner, MA (client since 2024)
 City of Huntington, IN (client since 2021)
 City of Lexington, NC (client since 2019)
 City of Lexington, KY (client since 2013)
 City of Williamsport, PA (client since 2021)
 Fayette County, KY (client since 2013)
 Lexington Gas Utility, NC (client since 2019)
 Lycoming County, PA (client since 2016)
 Ohio County, KY (client since 2024)
 Village of Hillside, IL (client since 2023)
 Williamsport Municipal Water and Sanitary Authorities, PA (client since 2013)

3) History of successfully obtaining grant funding -

Beginning in 2012, pursuing grant funding for our clients has been Keller Partners' primary business. We have a long history and excellent track record of success of winning state and federal grant funding. The annual average grant award totals for our clients have increased every year from \$12 million in 2012 to being on track for \$51 million by the end of 2024.

Highlights of our recent history of obtaining grant funding include the following:

- City of Lexington, KY \$21,720,000 for 2024 US DOT Safe Streets Grant
- City of Williamsport, PA \$3,500,000 for 2024 FEMA Flood Control Earmark
- City of Williamsport, PA \$2,600,000 for 2024 HUD Streetscape Improvement
- City of Huntington, IN \$3,000,000 for 2024 EPA Water Infrastructure Earmark
- City of Chewelah, WA \$392,000 for 2024 State Energy Efficiency Grant
- Williamsport Water Authority, PA \$1,000,000 for 2024 FEMA High Hazard Dam Grant
- Lycoming Co, PA \$1,000,000 for 2023 USDA Facilities Earmark
- City of Williamsport, PA \$8,000,000 2023 FEMA Flood Control Earmark
- City of Huntington, IN \$1,000,000 2023 USDA Forestry Grant
- Chicago Southwest Development Corp, IL \$2,000,000 2023 EPA Brownfield Grant
- Williamsport Water Authority, PA \$500,000 2023 Appalachian Regional Commission (ARC) Grant
- City of Lexington, NC \$1,300,000 2022 US EDA Public Works Grant
- City of Lexington, KY \$8,120,000 2022 US DOT RAISE Grant
- City of Huntington, IN \$991,000 2022 US EPA Brownfield Grant

- City of Davenport, IA \$4,874,993 2022 US DOT Low-No Grant
- Lycoming Co, PA \$3,360,000 2021 US DOT Surface Transportation Earmark
- City of Davenport, IA \$9,900,000 2021 US EDA Public Works Grant
- City of Lexington, NC \$650,000 2021 HUD EDI Earmark
- Williamsport Water Authority, PA \$2,700,000 2020 EDA Public Works Grant
- City of Lexington, KY \$14,000,000 2019 US DOT TIGER Grant
- Lycoming Co, PA \$5,600,000 2019 US EDA Flood Control Grant

CONCLUSION

In conclusion, and as your incumbent grant writing and government outreach services firm based in Washington, DC, we thank you again for working with Keller Partners. We greatly appreciate our partnership and very much enjoy working with the city's capable and impressive team. We are honored to serve the city of Gardner, we know intimately the community's needs, and we are making good progress on your behalf.

We look forward to working closely together through the end of this year, and hopefully throughout the years ahead to achieve a good return on investment for your community's taxpayers.

ADDENDUM 1 ACKNOWLEDGEMENT

Keller Partners hereby acknowledges and agrees with the Addendum put forth by the city on November 25, 2024. The Addendum is attached in the following two pages noted as 8a and 8b:

CITY OF GARDNER

PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

PROCUREMENT # 2025-914

ISSUE DATE: November 25, 2024

CITY OF GARDNER
Joshua Cormier, CPO, MCPPO
Director of Purchasing
jcormier@gardner-ma.gov

ADDENDUM 1
REQUEST FOR PROPOSALS
(Supplies and Services)
MGL Ch. 30B

The purpose of this addendum is to notify all interested bidders of the following change(s), deletion(s), addition(s) or clarification(s) to the specifications and all bid documents for the bid listed.

This addendum forms a part of the contract documents and modifies the original bidding documents. **Acknowledge receipt by including this Addendum within your proposal submission. Failure to acknowledge on the Bid Form may result in the rejection of your bid.** This addendum consists of two (2) typed pages.

Questions/Clarifications

1. What are the type of grants the city is looking for the consultant to write? Examples: CDBG, MassWorks, Human Services, Planning? Or is the city only looking for federal grant opportunities? It's important to know which grants or if the city has a general idea so that my firm can provide an accurate quote. Some take longer to write than others.

The City of Gardner is seeking a consultant to assist staff members with locating new Federal, State, and private grant opportunities, as they arise, and writing grant submissions when required or when in-house staff do not have the capacity to do so. The complexity of the grant and required application depends on the availability of grants that will aide in meeting the City's long-term vision. Some examples include the more straightforward Safe Routes to School Bike Rack program and the complicated Federal Community Change Grant. The City of Gardner traditionally handles CDBG grants within local staff members' job responsibilities.

2. Does the city have a not to exceed amount for the services? I.E. what is the annual budget for the consultant? I ask this, because the bid pricing is for a monthly amount. I want to be able to provide the estimates based on the grants you would like to go after. I also would like to point out that when writing grants, the dollar amounts for the services could fluctuate based on deadlines. Are you looking for an average?

Annual Budget would be \$90,000 per year, but an average is fine.

3. Do these services include grant administration?

City staff would be administering the grants received, unless administration costs are awarded within any grant, but guidance on administration, in terms of timeline for submissions and a walk through of the required administration process would be what is expected.

4. On the comparative criteria, (section 3C), I am a little unclear what "Method of transmitting information is both efficient (less than 24 hours to post) and secure" means. Could you please define this? A and B discuss dollar amounts of grants successfully obtained but C is confusing to me.

Please, replace Section 3C, within the Comparative Criteria, in its entirety with the following:

- C) *Highly Advantageous: Vendor provides appropriate description of grants obtained and/or has obtained grants that exceed \$5 million on an annual average.*

KELLER PARTNERS

& COMPANY

Selected Client References for Keller Partners

2024

(The following are current clients of Keller Partners)

1. The Honorable Richard Strick
Mayor, City of Huntington, IN
 260-356-1400 ext. 2000; Richard.strick@huntington.in.us
Highlights of work performed: Keller has worked for 4 years with this client, identifying sources of funding for the City and assisting them in pursuing these resources, which includes writing and winning a **\$1 million** EPA grant for its brownfield cleanup, a **\$1 million** USDA grant for urban forestry, and a **\$144,000** crisis intervention team grant, among others. We are currently working on several other funding opportunities through USDA, EPA, and state agencies.

2. The Honorable Derek Slaughter
Mayor, City of Williamsport, PA
 570-337-5838 (Cell); dsllaughter@cityofwilliamsport.org
Highlights of work performed: Keller has worked with this client since 2021. We implemented a strategy involving the White House, Pentagon and Army Corps of Engineers to secure funding for a very complex levee rehabilitation project critical to several municipalities in Lycoming County. As a result, we wrote and won a **\$5.6 million** FEMA/USEDA grant. We drafted and submitted language, which was then included in the congressional authorization in a water resources bill for the levee project. We have secured an **\$8 million** Congressionally Directed Spending (i.e., earmark) for the levee project and are working with the US Army Corps of Engineers on implementation. We have also secured a **\$3.5 million** flood control and **\$2.6 million** for infrastructure capital projects in Old City.

3. Mr. Kevin Atkins, Chief Development Officer, Office of the Mayor
City of Lexington and Fayette County, KY
 859-258-3100 (Mayor's Office); katkins@lexingtonky.gov
Highlights of work performed: Keller has worked for more than 10 years with Lexington, providing critical grant support to win a **\$21 million** Safe Streets grant, a **\$9 million** and a **\$14.1 million** USDOT grant, writing a grant for the Fire Department to win a **\$376,000** FEMA grant, a USDA food security grant support to win **\$46,000**, arranged testimony on national television before the House Agriculture Committee and meetings with Sr. White House staff, Department Secretaries and Congressional officials for the Mayor. We are currently working on an Economic Development grant in the range of **\$10 million**.

#

KELLER PARTNERS

& COMPANY

CLIENT LIST

Keller Partners & Company (KPC) chooses our clients carefully. We only partner with entities that reflect our own ethos because a clients' "brand identity" can say as much about our firm as we say about ourselves. Our clients' vision and values must reflect who we are as a company.

We have proudly served hundreds of clients, including those listed in the following sectors:

Associations / Coalitions / PACs

- American Association of Teaching Health Centers (DC)
- American Optometric Association (VA)
- Association of Gospel Rescue Missions
- Internet Tax Fairness Coalition

Corporate / Business

- Advanced Mobile Hospital Systems (CO)
- Edison2 (VA)
- Energy Northwest (WA)
- Henkle Drilling Company (KS)
- Heudia Health, LLC (PA, NC, SC)
- Internet Tax Fairness Coalition

Defense / Homeland Security / Maritime

- Advanced Mobile Hospital Systems (CO)
- George Junior Republic (PA, CO)
- Energy Northwest (WA)
- Lexington-Fayette Urban County Government (KY)
- Maine Maritime Academy (ME)
- Mission Aviation Fellowship (ID)
- Port of Los Angeles (CA)
- Village of Kiryas Joel (NY)

Education

- American Association of Teaching Health Centers (DC)
- Anaheim Learning Center / Tiger Woods Foundation (CA)
- Benedictine College (KS)
- Bethany College (WV)
- Castleton State College (VT)
- Columbia International University (SC)
- Concordia College (NY)
- Concordia University-St. Paul (MN)

- Daystar University (Kenya)
- Divine Mercy University (VA)
- EARTH University (Costa Rica)
- Education Initiative for Central and Eastern Europe (Austria)
- Edward M. Kennedy Institute for the US Senate (MA)
- George Washington University (DC)
- Grace Christian University (MI)
- Hire Heroes USA (GA, CA, CO, ID, NC, WA)
- Hiwassee College (TN)
- Indiana Wesleyan University (IN)
- Kansas Christian College (KS)
- Lincoln Park Zoo (IL)
- Lincoln University (PA)
- Louisiana Christian University (LA)
- MacCormac College (IL)
- Maine Maritime Academy (ME)
- Marymount California University (CA)
- Mid-America Christian University (OK)
- Molloy College (NY)
- Neve Yerushalayim College (Israel)
- Newberry College (SC)
- Ohio Christian University (OH)
- Parkinson's Institute (CA)
- Point Loma Nazarene University (CA)
- San Diego Zoo Global (CA)
- Simpson University (CA)
- St. Joseph's Indian School (SD)
- Touro University College of Osteopathic Medicine (CA, NV, NY)
- University of Evansville (IN)
- Valparaiso University (IN)
- Vanguard University (CA)
- Westmont College (CA)

Healthcare

- Adirondack Health (NY)
- Advanced Mobile Hospital Systems (CO)
- American Optometric Association (VA)
- Beacon Health System (IN)
- Boys Town National Research Hospital (NE)
- CentraCare Health (MN)
- Christian Blind Mission (SC)
- Community Memorial Hospital (OH)
- Crawford Memorial Hospital (IL)
- Fairfield Medical Center (OH)
- Fairfield Memorial Hospital (IL)

- Free Wheelchair Mission (CA)
- Garrett Regional Medical Center (MD)
- Good Days from CDF (TX)
- Good Samaritan Hospital (CA)
- Grande Ronde Hospital (OR)
- HelpMeSee (NY)
- Heudia Health, LLC (PA, NC, SC)
- Hocking Valley Community Hospital (OH)
- Huntsville Memorial Hospital (TX)
- Jane Todd Crawford Hospital (KY)
- Kadlec Regional Medical Center (WA)
- Kalispell Regional Medical Center (MT)
- LaSalle General Hospital (LA)
- Memorial Hospital of Sweetwater County (WY)
- Mercy Medical Center (IA)
- Mineral Community Hospital (MT)
- Neosho Memorial Regional Medical Center (KS)
- Ohio County Healthcare (KY)
- Operation Smile (VA)
- Perry Memorial Hospital (IL)
- Potomac Valley Hospital (WV)
- Rosalynn Carter Institute for Caregivers (GA)
- Saint Anthony Hospital (IL)
- Shaare Zedek Medical Center (Israel)
- Signature Healthcare (MA)
- St. Jude Children's Research Hospital (TN)
- Stilwell Memorial Hospital (OK)
- Tahoe Forest Hospital District (CA)
- Thomas Health System (WV)
- The Wright Center (PA)
- Universal Health Services, Inc. (UHS) (PA)
- Woman's Hospital (LA)
- Wooster Community Hospital (OH)
- WVU Medicine/Potomac Valley Hospital (WV)
- Wyandot Memorial Hospital (OH)

International

- Alfalit International (FL)
- Caritas in Veritate International (AZ, Italy)
- Catholic Medical Mission Board (NY)
- Christian Blind Mission International (SC)
- Daystar University (Kenya)
- EARTH University (Costa Rica)
- Education Initiative for Central and Eastern Europe (Austria)
- Feed the Children (OK)
- Free Wheelchair Mission (CA)

- Food for the Poor (FL)
- HelpMeSee (NY)
- Mission Aviation Fellowship (ID)
- Neve Yerushalayim College (Israel)
- Operation Smile (VA)
- Shaare Zedek Medical Center (Israel)
- World Impact (CA, PA, MO, KS)
- World Vision US

Local Governments / Municipalities

- City of Albemarle (NC)
- City of Brownsburg (IN)
- City of Butte-Silver Bow (MT)
- City of Chewelah (WA)
- City of Danville (VA)
- City of Davenport (IA)
- City of Deming (NM)
- City of Everett (WA)
- City of Gardner (MA)
- City of Huntington (IN)
- City of Lexington (NC)
- City of Marion (IN)
- City of Williamsport (PA)
- Fulton County (IL)
- Lexington-Fayette Urban County Government (KY)
- Lexington Gas Utilities (NC)
- Luna County (NM)
- Lycoming County (PA)
- Port of Los Angeles (CA)
- Salt Lake County (UT)
- Town of New Windsor (NY)
- Village of Franklin Park (IL)
- Village of Hillside (IL)
- Williamsport Municipal Water and Sanitary Authorities (PA)

Social Service / Faith-based

- Appalachia Service Project (KY, TN)
- Association of Gospel Rescue Ministries (nationwide)
- Boys Town USA (NE, DC, LA)
- Catholic Charities Diocese of Arlington (VA)
- Catholic Medical Mission Board (NY)
- Children's Home Society of South Dakota (SD)
- Court Appointed Special Advocates (CA)
- Covenant House (NY, FL, MI, AK, CA, NJ, GA)
- Christian Blind Mission (SC)
- Dakota Boys and Girls Ranch (ND)

- Denver Rescue Mission (CO)
- Detroit Rescue Mission Ministries (MI)
- The Doe Fund (NY)
- Feed the Children (OK)
- Food Bank of South Jersey (NJ)
- Food for the Poor (FL))
- George Junior Republic (PA, CO))
- Gospel Rescue Ministries (DC)
- Home Sweet Home Ministries (IL)
- Starr Commonwealth (MI, OH)
- Yellowstone Boys and Girls Ranch (MT)

#

BIDDER INFORMATION

Bidder's attention is called to Chapter 268A of the General Laws. In connection with this statute, bidder is required to submit the following information and any other information deemed necessary by the bidder.

Give full names and residences of all the persons and parties interested in the foregoing proposal. Give first and last names in full; in case of corporations, give names of President, Treasurer, and Manager; and in case of firms, give names of the individual members.

Kindly furnish the following information regarding the Bidder:

(1) If a Proprietorship:

Name of Owner **Thomas Keller** _____
 Business Address **1201 15th St. NW, Suite 400 Washington, DC 20005** Telephone **202-207-1145** _____
 Home Address **3700 Massachusetts Ave, NW, Washington, DC 20016** Telephone **202-841-5283** _____

(2) If a Partnership:

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
N/A		

Business Address _____ Telephone _____

(3) If a Corporation:

Full Legal Name _____ Telephone _____

Full Names and addresses of President, Treasurer and Manager:

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
N/A		

State of Incorporation _____

Principal Place of Business _____

Qualified in Massachusetts _____ Place of Business in Massachusetts _____

(4) Give the following information regarding surety company:

Full Legal Name of Surety Company _____ N/A

State of Incorporation _____ Admitted in Massachusetts? YES or NO? _____

Principal Place of Business _____

Place of Business in Massachusetts _____ Telephone _____

CERTIFICATIONS

Statements below shall be duly dated and signed with an original signature or the Bid or Proposal will be rejected.

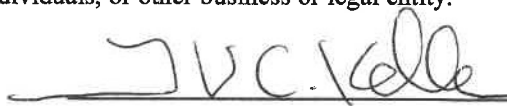
TAXES PAID: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

INDEMNIFICATION: The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.


COMPLIANCE: The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.


Authorized Signature**CERTIFICATE OF NON-COLLUSION**

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.


Authorized Signature**WARRANTIES/GUARANTEES**

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:


Authorized Signature



CITY OF GARDNER
CONTRACT #2025-914
GRANT WRITING & GOVERNMENT OUTREACH SERVICES
Keller Partners & Company
1201 15th Street, NW, Suite 400
Washington, DC 20005

ARTICLE 1, DEFINITION: "Contract" as used herein shall mean these Articles and the Bid/Quote Documents which include, but are not limited to, the instructions, the bid/quote/proposal, the specifications, the requirements, the contract terms and conditions, applicable addenda and all documents and forms submitted with the bid or proposal.

ARTICLE 2, DURATION: This Contract shall be in effect from December 15, 2024 to December 14, 2027, with the option to renew for one subsequent term – December 15, 2027 to December 14, 2029. Contract term is at the sole discretion of the City of Gardner but shall not exceed three years without the expressed written consent of the City of Gardner.

ARTICLE 3, TERMS: The Contractor agrees to provide services, material and/or equipment all in accordance with the Bid/Quote Documents for the contract stated above, which is incorporated herein and made part of this Contract. This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not a corporation, the heirs and estate of the Contractor).

ARTICLE 4, PAYMENT: The City of Gardner agrees to pay to the Contractor the sum set forth in the Contractor's quote or proposal, not to exceed Dollars and Zero Cents (\$0.00), which is attached and made part of this contract. Contractor shall provide invoices with work completed detailed on the invoice.

ARTICLE 5, CONFLICT: In the event there is a conflict between this Contract and the Bid/Quote Documents, the Bid/Quote Documents shall supersede the Contract.

ARTICLE 6, GOVERNING ORDINANCES AND LAWS: This Contract is made subject to all the laws of the Commonwealth of Massachusetts and ordinances of the City of Gardner. If any clause herein does not conform to such laws and ordinances, that clause and only that clause shall be void. The remainder of this contract shall be unaffected and the law or statute that is applicable shall be substituted.

ARTICLE 7, SUSPENSION AND DEBARMENT: The Contractor certifies that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal or State Government Agency or Department.

This Contract, executed in three copies, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto, and may be made canceled, modified, or amended only by a written instrument executed by both the parties named herein.

IN WITNESS WHEREOF the parties have hereto and set their hands on the day and year written.

FOR CORPORATION/OWNER


 Thomas C. Keller

CITY OF GARDNER, by its Mayor

 Michael J. Nicholson

APPROVED AS TO FORM:

 Law Department

FOR CONTRACTING DEPARTMENT:

 (Department Head)



**CITY OF GARDNER
CONTRACT #2025-914
GRANT WRITING & GOVERNMENT OUTREACH SERVICES**

COMPANY

ADDRESS

CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

KELLPAR-01

KRONSIMONONSKI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP Benefit Advisors, LLC dba Early, Cassidy, & Schilling 540 Gaither Road, Suite 420 Rockville, MD 20850	CONTACT NAME: William Banks PHONE (A/C, No, Ext): (240) 864-9148 FAX (A/C, No): (240) 864-8122 E-MAIL ADDRESS: william.banks@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Keller Partners & Company LLC 1201 15th St NW Suite 400 Washington, DC 20005	INSURER A : Continental Casualty Company	NAIC # 20443
	INSURER B : Continental Insurance Company	35289
	INSURER C : Beazley Insurance Company, Inc	37540
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045336130	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6045336130	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045336175	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 6 50277061	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			V15887241101	5/9/2024	5/9/2025	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Director of Purchasing & Civil Enforcement
 Gardner City Hall
 95 Pleasant Street
 Gardner, MA 01440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Banks

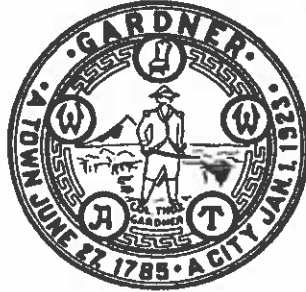
EXHIBIT F

**Dept of Public
Works**

**Tree Cutting
Services**

11699

CITY OF GARDNER
Department of Public Works



Highway
Water
Sewer
Forestry
Parks/Playgrounds
Cemeteries

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

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

September 29, 2025

Dear Mayor Nicholson:

The Department of Public Works is requesting an allocation of **\$25,000** from the **Available Funds** for **Outside Tree Work (Account 14421-52191)**.

These funds will be used to hire a qualified outside contractor to remove several large trees located throughout the City. Due to the size and/or location of these trees, the Municipal Grounds Department is not equipped to handle their removal in-house.

The primary locations identified for this work include:

- Abbott Street
- City-owned property between Woodland Avenue and Crystal Lake
- Pleasant Street

If any funds remain after completing work at the above locations, the contractor will be directed to address additional large trees in other areas of the City that also fall beyond the capabilities of in-house staff.

This work is necessary to ensure public safety and maintain the integrity of public spaces throughout the City.

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

Sincerely

Dane E. Arnold, Director
Department of Public Works

Pc: Public Service Committee
John Richard, City Auditor

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Gardner Mayors Office
Gardner Mayors Office
95 PLEASANT STREET
GARDNER MA 01440

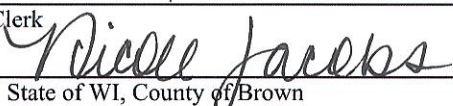
STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Gardner News, a newspaper distributed in the county of Worcester, published in the City of Gardner, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

04/18/2023

and that the fees charged are legal.
Sworn to and subscribed before on 04/18/2023



Legal Clerk

Notary, State of WI, County of Brown_____
My commission expires

Publication Cost: \$1515.00

Order No: 8685609

of Copies:

Customer No: 699985

1

PO #:

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

NICOLE JACOBS
Notary Public
State of Wisconsin



SHADE TREE PUBLIC HEARING

CITY OF GARDNER

95 Pleasant Street, Gardner, MA 01440

Where: City Hall – Mayor's Conference Rm.128
When: Monday, May 9, 2000

When: Monday, May 8, 2023
Time: 10:00 AM

Time: 10:00 AM

[illegible]

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Gardner Mayors Office
 Gardner Mayors Office
 95 PLEASANT STREET
 GARDNER MA 01440

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Gardner News, a newspaper distributed in the county of Worcester, published in the City of Gardner, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/01/2023, 11/08/2023

and that the fees charged are legal.

Sworn to and subscribed before on 11/08/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$6060.00

Order No: 9459256

of Copies:

Customer No: 699985

1

PO #: Tree Hearing Legal Ad

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

NICOLE JACOBS
 Notary Public
 State of Wisconsin



SHADE TREE PUBLIC HEARING
CITY OF GARDNER
 95 Pleasant Street, Gardner, MA 01440
 Where: City Hall - Mayor's
 Conference Rm. 128
 When: Thursday, Nov. 16, 2023
 Time: 10:00 AM

Location	Diameter	Type
Baker St Across 214	6"	Ash
Baker St Across 214	6"	Ash
Baker St Across 214	10"	Ash
Baker St Across 214	26"	Oak
Baker St Across 214	18"	Maple
Baker St Across 214	20"	Maple
Baker St Across 214	10"	Ash
Baker St Across 214	22"	Oak
Baker St Across 214	22"	Oak
Baker St Across 214	18"	Oak
Barthel Ave #15	28"	Maple
Barthel Ave #17	30"	Maple
Barthel Ave #19	18"	Maple
Barthel Ave Across from #40	24"	Maple
Barthel Ave# 23	20"	Maple
Barthel Ave#33	24"	Maple
Betty Spring Rd #287	16"	Maple
Betty Spring Rd #282	20"	Maple
Betty Spring Rd #404	40"	Oak
Betty Spring Rd Pole #2	26"	Maple
Betty Spring Rd Pole #2	16"	Beach
Betty Spring Rd Pole #89	26"	Maple
Bickford Playground	30"	Maple
Bickford Playground	25"	Maple
Bickford Playground	25"	Maple
Bickford Playground	30"	Maple
Bickford Playground	20"	Maple
Bickford Playground	18"	Cherry
Bickford Playground	30"	Maple
Bickford Playground	25"	Maple
Bickford Playground	25"	Maple
Bickford Playground	25"	Maple
Bickford Playground	45"	Maple
Bickford Playground	25"	Maple
Chapel St #235	28"	Oak
Chapel St #235	30"	Oak
Chapel St #235	20"	Oak
Church St #1	20"	Maple
Church St #6	24"	Maple
Church St #7	14"	Maple
Crystal Lake Cemetery	43"	Ash
Crystal Lake Cemetery	22"	Maple
Crystal Lake Cemetery	33"	Maple
Crystal Lake Cemetery	45"	Maple
Crystal Lake Cemetery	52"	Maple
Crystal Lake Cemetery	20"	Maple
Crystal Lake Cemetery	8"	Arborvitae
Crystal Lake Cemetery	8"	Arborvitae
Crystal Lake Cemetery	25"	Spruce
Crystal Lake Cemetery	29"	Maple
Crystal Lake Cemetery	49"	Maple
Crystal Lake Cemetery	39"	Maple
Crystal Lake Cemetery	42"	Maple
Crystal Lake Cemetery	27"	Maple
Crystal Lake Cemetery	23"	Spruce
Crystal Lake Cemetery	24"	Spruce
Crystal Lake Cemetery	22"	Maple
Crystal Lake Cemetery	26"	Maple
Crystal Lake Cemetery	29"	Maple
Crystal Lake Cemetery	39"	Maple
Crystal Lake Cemetery	21"	Arborvitae
Crystal Lake Cemetery	41"	Maple
Crystal Lake Cemetery	28"	Maple
Crystal Lake Cemetery	38"	Maple
Crystal Lake Cemetery	28"	Spruce
Crystal Lake Cemetery	18"	Spruce
Crystal Lake Cemetery	20"	Spruce
Crystal Lake Cemetery	22"	Maple
Crystal Lake Cemetery	18"	Maple
Crystal Lake Cemetery	15"	Maple
Crystal Lake Cemetery	50"	Oak
Crystal Lake Cemetery	60"	Maple
Crystal Lake Cemetery	26"	Maple
Crystal Lake Cemetery	48"	Oak
Crystal Lake Cemetery	15"	Spruce
Crystal Lake Cemetery	38"	Oak
Crystal Lake Cemetery	30"	Oak
Crystal Lake Cemetery	20"	Maple
Crystal Lake Cemetery	22"	Maple
Crystal Lake Cemetery	18"	Spruce
Crystal Lake Cemetery	25"	Spruce
Crystal Lake Cemetery	20"	Spruce
Crystal Lake Cemetery	25"	Spruce
Crystal Lake Cemetery	29"	Spruce
Crystal Lake Cemetery	18"	Spruce
Crystal Lake Park	20"	Oak
Crystal Lake Park	16"	Oak
Crystal Lake Park	28"	Maple

Crystal Lake Park	10"	Oak
Derby Drive	40"	Oak
Derby Drive	32"	Maple
Derby Drive	18"	Oak
Derby Drive	12"	Oak
Derby Drive	12"	Oak
Derby Drive	18"	Pine
Derby Drive	23"	Elm
Greenbower Cemetery Central Ave	35"	Maple
Greenbower Cemetery Central Ave	28"	Maple
Greenbower Cemetery Central Ave	24"	Maple
Greenbower Cemetery Central Ave	30"	Maple
Greenbower Cemetery Circle Ave	12"	Spruce
Greenbower Cemetery Fifth Ave	27"	Maple
Greenbower Cemetery Fifth Ave	15"	Maple
Greenbower Cemetery Fourth Ave West	27"	Maple
Greenbower Cemetery Fourth Ave West	20"	Maple
Greenbower Cemetery Fourth Ave West	16"	Maple
Greenbower Cemetery Fourth Ave West	22"	Maple
Greenbower Cemetery Fourth Ave West	18"	Maple
Greenbower Cemetery Fourth Ave West	25"	Maple
Greenbower Cemetery Pine Ave	16"	Maple
Greenbower Cemetery Pine Ave	25"	Maple
Greenbower Cemetery Pine Ave	25"	Maple
Greenbower Cemetery Pine Ave	26"	Pine
Greenbower Cemetery Union Ave	27"	Maple
Greenbower Cemetery Winter Ave	25"	Maple
Greenbower Cemetery Winter Ave	20"	Maple
Greenbower Cemetery Winter Ave	17"	Maple
Greenbower Cemetery Winter Ave	18"	Maple
Greenbower Cemetery Winter Ave	31"	Maple
Greenbower Cemetery Winter Ave	21"	Pine
Greenbower Cemetery	25"	Maple
Greenbower Cemetery	18"	Maple
Greenbower Cemetery	22"	Maple
Greenbower Old Side	25"	Spruce
Greenbower Old Side	25"	Spruce
Greenbower Old Side	35"	Spruce
Greenbower Old Side	22"	Spruce
Greenbower Old Side	27"	Spruce
Greenbower Old Side	44"	Spruce
Greenbower Old Side	24"	Spruce
Guild Rd #11	28"	Maple
Guild Rd #11	26"	Maple
Guild Rd #11	26"	Maple
Howard St #106	14"	Maple
Howard St #106	18"	Maple
Howard St #61	22"	Maple
Howard St #61	42"	Maple
Howard St Across Pole #2	16"	Maple
Howard St After Pole #1	16"	Cherry
Howard St After Pole #1	22"	Oak
Howard St After Pole #1	13"	Cherry
Howard St After Pole #1	11"	Maple
Howard St After Pole #1	14"	Maple
Howard St After Pole #1	14"	Maple
Howard St After Pole #1	14"	Cherry
Jackson Park	24"	Maple
Jackson Park	22"	Maple
Jackson Park	40"	Maple
Jackson Park	26"	Oak
Jackson Park	30"	Oak
Jackson Park	24"	Oak
Jackson Park	24"	Maple
Jackson Park	40"	Oak
Jackson Park	22"	Pine
Jackson Park	20"	Pine
Jackson Park	32"	Maple
Jackson Park	34"	Oak
Jackson Park	42"	Oak
Jackson Park	22"	Maple
Jackson Park	22"	Maple
Jean St #31 Pole #3	30"	Maple
Jean St #61	30"	Maple
Jean St #70	48"	Maple
Lawrence St #100	28"	Oak
Lawrence St #161	16"	Oak
Lawrence St #161	20"	Oak
Lawrence St #161	24"	Oak
Lawrence St #195	32"	Oak
Lawrence St #203	28"	Maple

Lawrence St #209	20"	Maple
Lawrence St #209	18"	Maple
Lawrence St #88	26"	Maple
Lawrence St #88	26"	Maple
Lawrence St #88	26"	Oak
Leamy St #71	20"	Maple
Leamy St #81	26"	Maple
Leamy St #91	24"	Maple
Leamy St #94	30"	Oak
Mill St #211	36"	Maple
Mill St #311	5"	Beach
Mill St #311	5"	Beach
Mill St #311	20"	Maple
Mill St #384	30"	Pine
Mill St #384	34"	Pine
Mill St #420	16"	Maple
Mill St #420	12"	Maple
Mill St #432	12"	Pine
Mill St #432	28"	Maple
Oliva Case	12"	Cherry
Oliva Case	12"	Maple
Oliva Case	6"	Maple
Oliva Case	12"	Maple
Oliva Case	12"	Pine
Oliva Case	12"	Maple
Oliva Case	14"	Maple
Oliva Case	12"	Maple
Oliva Case	14"	Dead
Parker Hill Rd #151	16"	Oak
Parker Hill Rd #151	8"	Birch
Parker Hill Rd #151	6"	Birch
Parker Hill Rd #151	6"	Birch
Parker Hill Rd #151	6"	Birch
Parker Hill Rd #151	4"	Birch
Parker Hill Rd #151	10"	Birch
Parker Hill Rd #151	12"	Birch
Parker Hill Rd #33	40"	Oak
Pearl St #145	24"	Maple
Pearl St #145	32"	Maple
Pleasant St #254	18"	Chestnut
Pleasant St #254	20"	Chestnut
Pleasant St #254	12"	Chestnut
Saunders St #82	28"	Pine
Temple St #17	24"	Maple
Temple St #263	24"	Oak
Temple St #295	32"	Oak
Temple St #349	28"	Oak
Temple St #71	38"	Maple
Temple St Islands	40"	Oak
Temple St Islands	48"	Oak
Temple St Islands	40"	Oak
Temple St Islands	52"	Oak
Temple St Islands	14"	Oak
Temple St Islands	12"	Oak
Temple St Islands	26"	Ash
Temple St Pole #46	16"	Oak
Waterford # 19	26"	Maple
Waterford #18	24"	Maple
Waterford #34	24"	Maple
Waterford St #10	26"	Maple
Waterford St #15	18"	Maple
Waterford St #15	36"	Maple
Waterford St #15	32"	Maple
Waterford St #32	18"	Maple
Waterford St #32	28"	Maple
Waterford St #40	22"	Maple
Waterford st across from 133 (School)	12"	Maple
Waterford st across from 133 (School)	16"	Maple
Waterford st across from 133 (School)	12"	Maple
Waterford st across from 133 (School)	10"	Maple
Waterford st across from 133 (School)	12"	Maple
Waterford st across from 133 (School)	12"	Maple
Watkins Rd #30	36"	Pine
Watkins Rd #30	30"	Pine
Watkins Rd #30	20"	Pine
Watkins Rd #30	24"	Pine
Watkins Rd #30	22"	Pine
Wildwood Cemetery	8"	Arborvitae
Wildwood Cemetery	28"	Spruce
Wildwood Cemetery	22"	Maple
Wildwood Cemetery	20"	Maple
Wildwood Cemetery	25"	Maple
Wildwood Cemetery	18"	Maple
Wildwood Cemetery	24"	Maple
Wildwood Cemetery	22"	Maple
Wildwood Cemetery	20"	Maple
Wildwood Cemetery	27"	Maple
Wildwood Cemetery	22"	Maple

**TRIM/ LIFT UP
 Chelsea St
 Sumner St
 Clark St
 Baker St Across 214



**SHADE TREE PUBLIC HEARING
CITY OF GARDNER**

95 Pleasant Street, Gardner, MA 01440

Where: City Hall – Mayor's Conference Rm.128

When: Thursday, March 21, 2024

Time: 11:00 PM

Public Notice

House #	Street	Tree Type	Size (inches)
25	Main Street (Bullnose Park)	Maple (Remove)	31
25	Main Street (Bullnose Park)	Maple (Remove)	44
N/A	City Hall Ave (Sweeney Park)	Oak (Remove)	24
N/A	City Hall Ave (Sweeney Park)	Oak (Remove)	24



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 25, 2025

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

RE: A Measure Authorizing the City to borrow \$6,911,028.00 for the Gardner Middle School
Massachusetts School Building Authority Accelerated Repair Roof Replacement Project at 297
Catherine Street

Dear Mr. President and Councilors,

The Massachusetts School Building Authority recently approved the City to enter into the next stage of their process to receive grant funding to replace the roof at the Gardner Middle School Building, located at 297 Catherine Street.

As you may remember from the recent votes done in relationship with the Massachusetts School Building Authority (MSBA), the City must first take out a loan in the full amount of the project, and then receive up to 80% reimbursement from the MSBA for all project eligible costs.

In order to be eligible for funding, the City MUST follow all MSBA required processes and procedures, including utilizing their cost estimates for the projects they provide funding for without deviation- which is where the dollar amount for this loan order came from.

The City's portion of this project was appropriated in February of 2025 as part of the unexpended bonds appropriation package for the funding that was remaining following the construction of the new Gardner Elementary School.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

VOTE

That the City of Gardner (City) appropriate the amount of Six million, nine hundred and eleven thousand, twenty-eight (\$6,911,028) Dollars for the purpose of paying costs of the Gardner Middle School MSBA Accelerated Repair Roof Replacement Project at 297 Catherine St., Gardner, MA, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the Gardner School Committee. To meet this appropriation, the City Council, with the approval of the Mayor is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the MSBA; and that this vote be adopted as read.

Mayor

From: Mark Hawke <hawkem@gardnerk12.org>
Sent: Thursday, September 11, 2025 9:40 AM
To: Mayor
Cc: Rachel Roberts (Mayor's Office); Mark Pellegrino; Rachel Cormier; John Richard
Subject: [EXTERNAL] MSBA GMS Roof Replacement
Attachments: City Council vote for full funding GMS Roof 9-10-25.docx; PSB Vote Language Bulletin April 2011 Cities and Towns B#2.pdf; ARP_Total_Project_Budget_Template_June2025 Gardner Draft_rvsd 8.11.25.pdf

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

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.

Mr. Mayor,

As you are aware the MSBA approved the City's Feasibility Study for the GMS Roof Replacement Project at its recent meeting. This means we are able to move onto the next step of the project. This step requires a VOTE of the City Council for the appropriation/borrowing of the full amount of the project, \$6,911,028. I have attached the VOTE language and Bulletin 11-02 from the MSBA explaining the required local vote for the project.

The MSBA is preparing a Project Funding Agreement (PFA), but the VOTE is required prior to signing the PFA and there is a 90 day timeline to get the VOTE passed and PFA signed, so I wanted to get you this information as quickly as possible.

The third attachment is the project budget. Please note that this budget includes the Feasibility Study. The City Council did vote on February 3, 2025 to appropriate \$100,000 for the Feasibility Study, this may be rescinded as the full project amount (including the Feasibility Study) is included in this VOTE. It is also important to note that the budget contains an Alternate to replace the failing HVAC units on the roof. Also included in the budget are various contingencies.

As you are also aware the City's reimbursement rate is 80% of eligible costs. The keywords are "of eligible costs". While a higher percentage of this project will be reimbursed than of the Elementary School project, it is unlikely that it will be a perfect 80%, or that the cost will be exactly the voted number. We do have \$1,200,000 appropriated for this project from the excess bonding for the Elementary School, but I believe it is important to note that the Alternate may not be an eligible reimbursement expense. An additional amount of funding may be required to complete the project.

Finally, with regard to a timeline, Tighe & Bond is actively working on the construction documents and we anticipate bidding the project over the winter and having construction take place in July and August of 2026.

Should you have any questions, comments or concerns please let me know.

Mark

--

Mark Hawke
Director of Finance & Operations
Ph:978-632-1000
DL:978-410-4302
Cell:978-407-6140



The Gardner Public Schools does not discriminate due to race, color, sex, gender identity, religion, national origin, sexual orientation, disability, age, homelessness or limited English proficiency.

Gardner School District
Gardner Middle School

Submittal Date

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.17(5)		Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
Estimated Budget				
Feasibility Study Agreement				
1	OPM Feasibility Study	\$15,000	\$15,000	
2	A&E Feasibility Study	\$87,500	\$87,500	
3	Env. & Site		\$0	
4	Other	\$37,600	\$37,600	
5	Feasibility Study Agreement Subtotal	\$140,100	\$0	\$0
Administration				
6	Legal Fees		\$0	\$0
Owner's Project Manager				
7	Design Development		\$0	
8	Construction Contract Documents	\$51,000	\$51,000	
9	Bidding	\$17,000	\$17,000	
10	Construction Contract Administration	\$206,000	\$206,000	
11	Closeout	\$26,000	\$26,000	
12	Extra Services		\$0	
13	Reimbursable & Other Services		\$0	
14	Cost Estimates		\$0	
15	Advertising		\$0	
16	Permitting		\$0	
17	Owner's Insurance		\$0	
18	Other Administrative Costs		\$0	
19	Administration Subtotal	\$300,000	\$0	\$0
Architecture and Engineering				
20	Basic Services			
21	Design Development		\$0	
22	Construction Contract Documents	\$184,500	\$184,500	
23	Bidding	\$9,300	\$9,300	
24	Construction Contract Administration	\$92,900	\$92,900	
25	Closeout	\$16,700	\$16,700	
26	Other Basic Services		\$0	
27	Basic Services Subtotal	\$303,400	\$0	\$303,400
Reimbursable Services				
28	Construction testing		\$0	
29	Printing (over minimum)		\$0	
30	Other Reimbursable Costs		\$0	
31	Hazardous Materials		\$0	
32	Geotech & Geo-Env.		\$0	
33	Site Survey		\$0	
34	Wetlands		\$0	
35	Traffic Studies		\$0	

Gardner School District
Gardner Middle School

Submittal Date

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.17(5)		Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
36	Architectural/Engineering Subtotal	\$303,400	\$0	\$303,400	\$0
	CM & Risk Preconstruction Services				
37	Pre-Construction Services			\$0	\$0
	Site Acquisition				
38	Land/Building Purchase			\$0	
39	Appraisal Fees			\$0	
40	Recording fees			\$0	
41	Site Acquisition Subtotal	\$0	\$0	\$0	\$0
	Construction Costs				
42	Construction Budget				
43	GMP Fee				
44	GMP Insurance				
45	GMP Contingency				
46	Division 1 - General Requirements	\$1,810,846			
47	Division 2 - Existing Conditions	\$7,882			
48	Division 3 - Concrete				
49	Division 4 - Masonry	\$13,944			
50	Division 5 - Metals	\$31,672			
51	Division 6 - Woods, Plastics and Composites	\$92,343			
52	Division 7 - Thermal and Moisture Protection	\$3,172,001			
53	Division 8 - Openings				
54	Division 9 - Finishes	\$1,055			
55	Division 10 - Specialties				
56	Division 11 - Equipment				
57	Division 12 - Furnishings	\$3,120			
58	Division 13 - Special Construction				
59	Division 14 - Conveying Systems				
60	Division 21 - Fire Suppression				
61	Division 22 - Plumbing	\$33,785			
62	Division 23 - HVAC	\$69,310			
63	Division 25 - Integrated Automation				
64	Division 26 - Electrical	\$47,182			
65	Division 27 - Communications				
66	Division 28 - Electronic Safety and Security				
67	Division 31 - Earthwork				
68	Division 32 - Exterior Improvements				

Gardner School District
Gardner Middle School

Submittal Date

	Total Project Budget: All costs associated with the project are subject to 963 CMR 2.17(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilities Grant ¹
69	Division 33 - Utilities				
70	Construction Budget	\$5,283,140	\$0	\$5,283,140	\$0
	Alternates				
71	Alternates Included in the Total Project Budget	\$514,568		\$514,568	
72	Alternates Excluded from the Total Project Budget			\$0	
73	Alternates Subtotal³	\$514,568	\$0	\$514,568	\$0
	Miscellaneous Project Costs				
74	Utility company Fees			\$0	
75	Testing Services			\$0	
76	Swing Space/Modulars			\$0	
77	Other Project Costs (Mailing & Moving)			\$0	
78	Misc. Project Costs Subtotal	\$0	\$0	\$0	\$0
	Furnishings and Equipment				
79	Furnishings			\$0	
80	Equipment			\$0	
81	Computer Equipment			\$0	
82	FF&E Subtotal	\$0	\$0	\$0	\$0
83	Project Budget	\$6,541,208	\$0	\$6,541,208	\$0

Board Authorization		This document was prepared by the Owner's Project Manager (OPM Firm) based on preliminary information and estimates drafted by the OPM Firm and Designer (Design Firm) of the (District) for the (School) project. Based on this preliminary draft and the information provided in it, certain budget, cost and scope items may be determined to be ineligible for reimbursement. However, the MSBA's initial draft does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.			
84	Project Budget (excluding Contingencies)	\$6,541,208	1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.		
85	Scope Items Excluded or Otherwise Ineligible	\$0			
86	Third Party Funding (Ineligible)				
87	Basis of Estimated Total Facilities Grant ^{1,4}	\$6,541,208			
88	Reimbursement Rate		2. Pursuant to Section 3.23 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.		
89	Estimated Maximum Total Facilities Grant ¹	\$0			
90	Total Construction Contingency ^{2,3}	\$264,157	3. Contingency funds are to be determined by the District with their consultants, however eligibility is capped. Construction Contingency is capped at 5% of the estimated eligible construction cost and Owner's contingency is capped at 0.5% of the estimated eligible construction cost. Reimbursable soft costs are capped at 20% of the estimated eligible construction budget. If the District exceeds their reimbursable soft cost cap, the exclusion will first be applied to the 0.5% eligible Owner's Contingency until the exclusion has been exhausted or the eligible Owner's Contingency is \$0.		
91	Ineligible Construction Contingency ^{2,3}	\$0			
92	Potentially Eligible Construction Contingency ^{2,3}	\$264,157			
93	Total Owner's Contingency ^{2,3}	\$105,663	4. The Alternate Subtotal budget line represents the scope of work that the District may bid as an alternate to the construction contract. When an alternate increases project scope (an "add" alternate), the amount of the alternate is not included within the Construction Budget. By contrast, when an alternate decreases project scope (a "deduct" alternate), the amount is included within the Construction Budget.		
94	Ineligible Owner's Contingency ^{2,3}	\$79,247			
95	Potentially Eligible Owner's Contingency ^{2,3}	\$26,416			
96	Total Construction and Owner's Contingency ^{2,3}	\$369,820			
97	Total Ineligible Contingency ^{2,3}	\$79,247			
98	Total Potentially Eligible Contingency ^{2,3}	\$290,573			
99	Reimbursement Rate	0.00%			
100	Potential Additional Contingency Grant Funds ²	\$0			
101	Maximum Total Facilities Grant	\$0			
102	Total Project Budget	\$6,911,028			

Bulletin 11-02**Local Votes by Cities and Towns that have been invited to enter into a Project Scope and Budget Agreement with the Massachusetts School Building Authority****Requirements for Warrant Articles, Motions, Orders and Votes**

Pursuant to G.L. c. 70B and 963 CMR 2.10, the Massachusetts School Building Authority (“MSBA”) issues this Bulletin to inform cities and towns that have been invited to enter into a Project Scope and Budget Agreement with the MSBA of the requirements for warrant articles, motions, orders, and votes related to any potential projects that may be eligible for MSBA funding (collectively, “Projects”). ***Regional School Districts should consult Bulletin 11-04 for the MSBA’s vote requirements for regional school districts and their member communities that have been invited to enter into a Project Scope and Budget Agreement with the MSBA.***

**** Please note that only those cities and towns that have been invited by the MSBA to enter into a project scope and budget agreement with the MSBA should vote to authorize a project, and such vote should not occur until after the project scope and budget have been approved by the MSBA. Cities and towns are urged to contact the MSBA before finalizing an article, motion, resolution, ballot question or other vote because there may be additional requirements depending on the particulars of your project. If a city or town already has voted to authorize a project, please contact the MSBA immediately. The MSBA may require clarification of the vote or a new vote that meets the MSBA’s requirements. Cities and towns that have not been invited by the MSBA to enter into a project scope and budget agreement should not be voting to authorize a construction or renovation project at this time.**

Cities and towns that proceed with studying, planning, designing, renovating or constructing a school facility without the collaboration and approval of the MSBA will not be eligible for MSBA funding.

****Cities and towns should consult with their local counsel and bond counsel to ensure that all warrant articles, motions, orders, and votes otherwise comply with municipal finance law and all other applicable laws, regulations, local bylaws, and ordinances.**

All articles, motions, resolutions, orders, Proposition two and one-half ballot questions, and any other votes of a city or town related to the approval, funding, and/or debt authorization for a Project shall be a **separate, stand-alone vote, solely for purposes of the one Project**. The article, motion, resolution, order, vote and/or ballot question related to the Project must not pertain to or be bundled with any other school or municipal project. The article, motion, resolution, order, vote must be project specific and must include specific information about the project location and scope.

A city or town must vote to appropriate and authorize the **full amount** of a Project's cost, including both the local share and the MSBA's share, if any. The total project budget amount must be authorized and approved.

All warrant articles, motions, resolutions, orders and votes, with the exception of a Proposition two and one-half ballot question (see below), must include the following provisions:

- A description of the site of the project, including the address of the school building and a description of the parcel.
- If a proposed renovation, addition, or new construction project, "the school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, and for which the [City/Town] may be eligible for a school construction grant from the Massachusetts School Building Authority."
- If a proposed repair project, "The proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program."
- "The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs that the [City/Town] incurs in excess of any grant that may be received from the MSBA shall be the sole responsibility of the [City/Town]."
- For the debt authorization provision, the following language must be included: "the amount of borrowing authorized pursuant to the vote shall be reduced by any amounts received or expected to be received from the MSBA prior to the issuance of any bonds or notes under this vote."

A form of article, motion, order, vote is attached as "Attachment A," and a city or town must use this form to qualify for MSBA funding.

Proposition Two and One-Half Ballot Questions

- All ballot questions for a Project must be solely related to that Project. One Project per vote. The ballot question related to the Project must not pertain to or be bundled with any other school or municipal projects.

A form of ballot question is attached as "Attachment B," and a city or town must use this form to qualify for MSBA funding.

Attachment AARTICLE

To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of [*the School Building Committee*] for [*Insert a description of the Project, including school name, description of location, address, scope of project*], [which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years], [*Alternatively, if a repair project: which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program*] and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”). The Town acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) _____ percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

MOTION/VOTE/ORDER

That the [*City/Town*] appropriate the amount of _____ (\$ _____) Dollars for the purpose of paying costs of [*Insert a description of the Project, including school name, description of location, address, scope of project*], including the payment of all costs incidental or related thereto (the “Project”), [which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years] [*Alternatively, if a repair project: which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program*], and for which the [*City/Town*] may be eligible for a grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended under the direction of [*the School Building Committee*]. To meet this appropriation the [*Insert the appropriate local official or Board*], is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The [*City/Town*] acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the [*City/Town*] incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the [*City/Town*]; provided further that any grant that [*City/Town*] may receive from the MSBA for the Project shall not exceed the lesser of (1) _____ percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; [provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½)]; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the [*City/Town*] and the MSBA.

Attachment B**BALLOT QUESTION**

Shall the [*City/Town of* _____] be allowed to exempt from the provisions of Proposition two-and-one-half, so called, the amounts required to pay for the bonds issued in order to [*Insert description of the Project*]?



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

September 25, 2025

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

RE: An Ordinance to Amend Attachment E of Chapter 8 of the Code of the City of Gardner, thereof entitled "Non-Union Compensation Schedule," to add a position of Assistant Youth Center Director

Dear Mr. President and Councilors,

As has previously been discussed, the Gardner Community Youth Center was awarded a \$100,000.00 earmark from the state government to fund the operations of the Youth Center during its pilot year.

Included in the budget for this earmark was the funding for an Assistant Director at a rate of \$15/hour for approximately 20 hours a week.

This ordinance proposal is being submitted to create that position, now that the program has been created and operational and has a consistent attendance.

Respectfully Submitted,

Michael J. Nicholson
Mayor, City of Gardner

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 8,
THEREOF ENTITLED PERSONNEL, TO AMEND THE ATTACHEMENT E, THEREOF
ENTITLED “NON-UNION COMPENSATION SCHEDULE” TO ADD THE POSITION OF
“ASSISTANT YOUTH CENTER DIRECTOR”**

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

SECTION 1: That the following be added from Attachment E of Chapter 8 of the Code of the City of Gardner, thereof entitled “Non-Union Compensation Schedule”

B. Non-Union Direct and Supervisory Staff Positions

Position	Hourly
Assistant Youth Center Director	\$20.00

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

SECTION 3: This ordinance amendment shall sunset on July 1, 2026 to allow for a pilot period of the position.

Assistant Youth Center Director

Position Overview

The Assistant Youth Center Director supports the Youth Center Director in creating a safe, engaging, and positive environment for youth participants from Grades 7 - 12. This part-time, on-site position is primarily youth-facing, ensuring members are supervised and supported. The Assistant provides leadership and guidance to youth, assists with volunteer coordination, and may take on additional responsibilities in the Director's absence.

Responsibilities

- Supervise youth participants during Youth Center hours; ensuring safety, positive behavior, and inclusion.
- Support the implementation of daily program activities as directed by the Director.
- Build positive relationships with youth, serving as a role model and mentor.
- Assist with volunteer coordination, including guiding volunteers and ensuring they are effectively supporting program needs.
- Enforce program policies, rules, and expectations consistently and fairly.
- Provide input and feedback to the Director regarding program needs, youth concerns, and areas for improvement.
- Maintain accurate attendance and incident records as directed.
- Support compliance with safety regulations and organizational policies.
- In the absence of the Director, assume delegated responsibilities to ensure smooth daily operations.

Qualifications

- Prior experience working with youth in a program, school, or community setting.
- Strong interpersonal skills with the ability to build positive relationships with youth, families, and volunteers.
- Ability to remain calm, fair, and consistent in enforcing rules and handling conflicts.
- Dependable, flexible, and able to follow direction while exercising good judgment when needed.
- CPR/First Aid certification (or willingness to obtain).
- Minimum age: 18 years old.

Work Environment & Schedule

This is a part-time position that reports to the Gardner Community Youth Center Monday to Friday from 2:00pm – 6:00pm. The role is entirely on-site at the Youth Center, requiring active supervision of youth, standing, and walking. Remote work is not available.



11705; 11706; 11707; 11708

CITY OF GARDNER

FIRE DEPARTMENT
70 CITY HALL AVENUE
GARDNER, MA 01440-2671

OFFICE OF FIRE CHIEF
GREGORY F. LAGOY

(978) 632-1616 Ext. 5
FAX (978) 630-4028

September 30, 2025

Mayor Michael Nicholson
95 Pleasant Street
Gardner, MA 01440

RE: Fire Department Appointments

Dear Mayor Nicholson,

I am writing to update you on the recent appointments of new Firefighters to the Gardner Fire Department. They are Firefighters Bret Niford, Alissa Innamorati, Brighton Cormier, and Timothy Frank. All four have recently graduated from the 10-week Recruit Training Program at the Massachusetts Firefighting Academy. They have also completed in-house training and are now assigned to Groups as part of the Firefighting Force.

Respectfully,

Gregory F. Lagoy
Fire Chief

Effective October 6, 2025


Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

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


_____*Fire Chief*
Gregory F. Lagoy

Confirmed by City Council: Not Required

_____*City Clerk*
Titi Siriphan

Expires: Permanent.

Worcester, ss., October 6, 2025

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

Before me,

_____*City Clerk*

*Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983*

Received _____

Effective October 6, 2025


Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

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



Gregory F. Lagoy

Fire Chief

Confirmed by City Council: Not Required

Titi Siriphan

City Clerk

Expires: Permanent.

Worcester, ss., October 6, 2025

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

Before me,

City Clerk

*Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983*

Received _____

Effective October 6, 2025


Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

*I appoint Alissa Innamorati, to the position of Firefighter, of the Gardner Fire Department
and I certify that in my opinion she is a person specially fitted by education, training, or experience
to perform the duties of said office and that I make the appointment solely in the interests of the City.*



Fire Chief
Gregory F. Lagoy

Confirmed by City Council: Not Required

City Clerk
Titi Siriphan

Expires: Permanent.

Worcester, ss., October 6, 2025

*Then personally appeared the above named Alissa Innamorati and made oath that she would
bear true faith and allegiance to the United States of America and the Commonwealth of Massachusetts
and would support the Constitution and laws thereof.*

Before me,

City Clerk

*Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983*

Received _____

Effective October 6, 2025


Commonwealth of Massachusetts

Worcester County

City of Gardner

CERTIFICATE OF APPOINTMENT

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


_____*Fire Chief*
Gregory F. Lagoy

Confirmed by City Council: Not Required

_____*City Clerk*
Titi Siriphan

Expires: Permanent.

Worcester, ss., October 6, 2025

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

Before me,

_____*City Clerk*

*Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983*

Received _____

11629

August 21, 2025

RECEIVED

Commonwealth of Massachusetts

2025 AUG 21 P 2:14
Worcester County

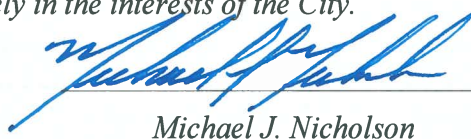
CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint Andre Guertin to the position of Member, Airport Commission, and I certify

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

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Andre Guertin and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Airport Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11630

August 21, 2025

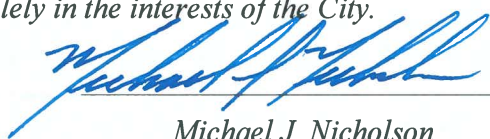
RECEIVED
Commonwealth of Massachusetts

Worcester County
2025 AUG 21 P 2:14
CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

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



Michael J. Nicholson Mayor

Confirmed by City Council _____

Titi Siriphan City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named David Urquhart and made oath that he/she
would faithfully and impartially perform the duties of the office of Member, Airport Commission
according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

August 21, 2025

11631

Commonwealth of Massachusetts

RECEIVED

Worcester County

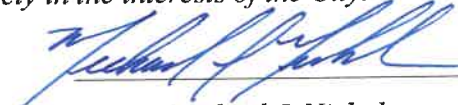
City of Gardner

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CITY CLERK'S OFFICE
GARDNER, MA

CERTIFICATE OF APPOINTMENT

I appoint **James Wood** to the position of **Member, Airport Commission**, and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.



Michael J. Nicholson
Mayor

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named James Wood and made oath that he/she would faithfully and impartially perform the duties of the office of **Member, Airport Commission** according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11632

August 21, 2025

RECEIVED

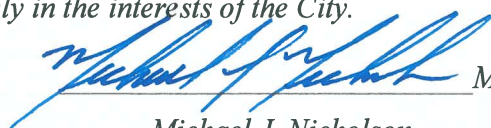
Commonwealth of Massachusetts

2025 AUG 21 P 2:14
Worcester County
CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

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

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Alan Cosentino and made oath that he/she
would faithfully and impartially perform the duties of the office of Member, Airport Commission
according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11633

August 21, 2025

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Commonwealth of Massachusetts

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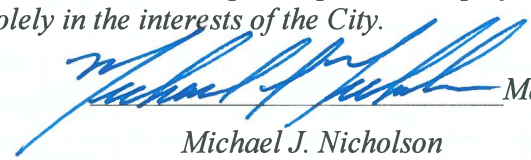
Worcester County

CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

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


Mayor
Michael J. Nicholson

Confirmed by City Council _____

City Clerk
Titi Siriphan

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named John Awdycki and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Cemetery Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11637

August 21, 2025

RECEIVED

Commonwealth of Massachusetts

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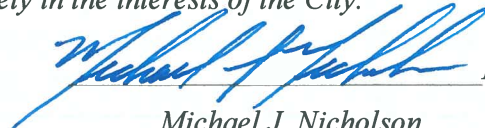
Worcester County

CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint John Awdycki to the position of Member, Municipal Grounds Commission and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named John Awdycki and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Municipal Grounds Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11635

August 21, 2025

RECEIVED

Commonwealth of Massachusetts

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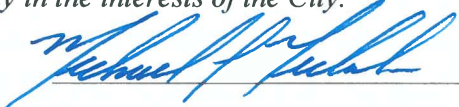
Worcester County

CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

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

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Denise Merriam and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Cemetery Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11636

August 21, 2025

RECEIVED

Commonwealth of Massachusetts

Worcester County

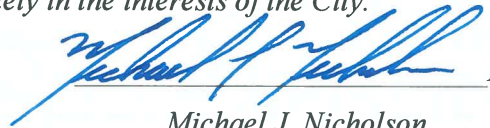
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CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint Denise Merriam to the position of Member, Municipal Grounds Commission and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.



Mayor

Michael J. Nicholson

Confirmed by City Council _____

City Clerk

Titi Siriphan

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Denise Merriam and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Municipal Grounds Commission according to law and the best of his/her abilities.

Before me,

City Clerk

*Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983*

Received _____

11637

August 21, 2025

RECEIVED
Commonwealth of Massachusetts

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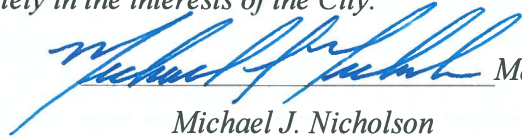
Worcester County

CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint **Chuck LaHaye** to the position of **Member, Cemetery Commission** and I certify that in my opinion he/she is a person specially fitted by education, training, or experience to perform the duties of said office, and that I make the appointment solely in the interests of the City.

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Chuck LaHaye and made oath that he/she would faithfully and impartially perform the duties of the office of **Member, Cemetery Commission** according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11638

August 21, 2025

Commonwealth of Massachusetts

RECEIVED

Worcester County

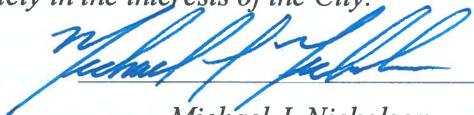
City of Gardner

2025 AUG 21 P 2:15

CITY CLERK'S OFFICE
GARDNER, MA

CERTIFICATE OF APPOINTMENT

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



Mayor

Michael J. Nicholson

Confirmed by City Council _____

City Clerk

Titi Siriphan

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Chuck LaHaye and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Historical Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____

11639

August 21, 2025

RECEIVED

Commonwealth of Massachusetts

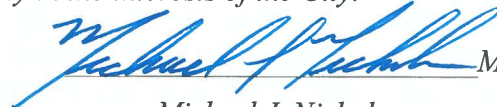
Worcester County 2025 AUG 21 P 2:15

CITY CLERK'S OFFICE
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

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

 Mayor
Michael J. Nicholson

Confirmed by City Council _____

Titi Siriphan
City Clerk

Expires: August 21, 2028

Worcester, ss., _____

Then personally appeared the above named Jeffrey Gallant and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Golf Commission according to law and the best of his/her abilities.

Before me,

City Clerk

Chapter 303 Acts of 1975
and
Chapter 409 Acts of 1983

Received _____