

**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, NOVEMBER 17, 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)**

- July 7, 2025, Joint Public Hearing with City Council and Planning Board.
- July 7, 2025, Regular Meeting.
- August 4, 2025, Informal Meeting

**VII. PUBLIC HEARINGS**

**VIII. COMMUNICATIONS FROM THE MAYOR**

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

**11730** – Plan #3082599 Pleasant Street, Main Street, W Lynde Street – National Grid to Install a new hand Hole in the sidewalk on Pleasant Street. Install new transformer pad with bollards in the sidewalk behind 8 Main Street and extend the sidewalk out around the pad to make room for pedestrians. Install duct bank between the hand hole and pad ~140', and between the pad and existing MH200 on W Lynde Street. *(Public Hearing Required) Page 34*

**11731** – Plan #31105017 Derby Drive, W Lynde Street – National Grid to install new hand hole in W Lynde near back of 8 Main Street with conduit from there to Pad 200-1 to refeed 8 Main Street. Replacing old conduits to Pads 200-1 and 200-2. Installing ~204 of conduit from MH200 to new SGMH-1 at rear of 58 Main Street off Derby Drive. *(Public Hearing Required) Page 41*

**X. REPORTS OF STANDING COMMITTEES**

**SAFETY COMMITTEE**

**11729** – An Application for Motor Vehicle Dealers License Class 2, for FJ Drive Zone Corp. at 407 Chestnut Street. *Page 47*

**WELFARE COMMITTEE**

**11688** - An Ordinance to Amend Chapter 675 of the Code of The City of Gardner, Thereof Entitled “Zoning,” To Allow for The Operation and Use of Cottage Kitchens in Residential Districts Within the City of Gardner. *Page 54*

**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 59*

**FINANCE COMMITTEE**

**11718** - A Communication from the Mayor Regarding the Certification of the FY2026 Tax Rate, Tax Recapitulation Form, and Levy Limit Worksheet. *Page 87*

**11719** - A Measure Authorizing the City to Enter into a Contract for up to Five (5) Years for On-Call Engineering Services for the Gardner Municipal Airport. *Page 99*

**11720** - A Measure Authorizing the Payment of a Prior Fiscal Year Salary Expenditure-Board of Health and Conservation Commission. *Page 102*

**11722** - A Communication from the Mayor Regarding the Certification of FY2025 Free Cash and Retained Earnings. *Page 105*

**11724** - An Order Appropriating \$20,196.00 from Free Cash to the City Other Post Employee Benefits (OPEB) Stabilization Account. *Page 117*

**11725** - An Order Appropriating \$201,951.00 from Free Cash to the Department of Public Works Road Resurfacing Account. *Page 119*

**11727** - An Order Appropriating \$100,000.00 from Free Cash to the Landfill Pump Repair Account. *Page 121*

**11732** – Council Liaison – November Waterford Community Center Update.

**11733** – An Ordinance to Amend the Code of the City of Gardner, Chapter 8, Attachment E, thereof entitled “Non-Union Compensation Schedule” by removing positions into a new Attachment F and setting the compensation for such positions. *Page 250*

**APPOINTMENTS COMMITTEE**

**11641** - A Measure Confirming the Mayor's Appointment of James Faust, to the position of Williams-Rockwell Educational Gift Fund Trustee, for a term expiring August 21, 2028. *Page 256*

**11645** - A Measure Confirming the Mayor's Appointment of Paul Cormier, to the position of Planning Board Member, for a term expiring August 21, 2028. *Page 259*

**11651** - A Measure Confirming the Mayor's Appointment of Magnus Paul Carlberg, to the position of Redevelopment Authority Member, for a term expiring August 21, 2030. *Page 262*

**11658** - A Measure Confirming the Mayor's Appointment of Magnus Paul Carlberg, to the position of Industrial Development Finance Authority Member, for a term expiring August 22, 2030. *Page 265*

**11659** - A Measure Confirming the Mayor's Appointment of Timothy Horrigan, to the position of Industrial Development Finance Authority Member, for a term expiring August 22, 2030. *Page 268*

**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.



## JOINT PUBLIC HEARING OF JULY 7, 2025

Monday evening, July 7, 2025. The Joint Public Hearing of the City Council and Planning Board, held in the City Council Chamber, was called to order by Council President George Tyros at 7:00 o'clock p.m. for the purposed amendment involves changing the zoning of:

**11591** - An Ordinance to Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay.

City Clerk Titi Siriphan called the Roll. Present were:

**Members of the City Council (8)**

George C. Tyros, President  
 Calvin D. Brooks  
 Aleksander Dernalowicz  
 Karen G. Hardern  
 Brad E. Heglin  
 Elizabeth J. Kazinskas  
 Judy A. Mack  
 Paul G. Tassone

**Members of the Planning Board (3)**

Paul A. Cormier  
 Stephen E. Cormier  
 Eric A. Flint

Councillors Craig Cormier, Dana M. Heath and David Thibault-Muñoz were absent.

Planning Board member Robert J. Swartz was absent.

Information regarding this amendment is available for viewing in the City Clerk's Office, the Department of Community Development and Planning (DCDP), or on the City's webpage – [www.gardner-ma.gov](http://www.gardner-ma.gov). All persons interested in this matter and desire to offer testimony are invited to attend the hearing.

**#11591 - An Ordinance to Amend the Gardner Zoning Map by changing the zoning district designation for the following existing parcel, lying on the easterly side of MA-101, in eastern Gardner, from the Commercial 2 Zoning District to the Industrial 1 Zoning District with Summit Solar Overlay.**

Attorney Christine Tree who is representing her client, trustee Bruce Blessington, informed the public of the zoning amendment that will change the current zoning from COM 1 to IND 1 with the summit solar overlay:

JOINT PUBLIC HEARING OF JULY 7, 2025

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- It's a vacant parcel approximately 6.13 acres that is currently owned by the CB Realty Trust, through the trustee Bruce Blessington who also owns Blessington Corp in the Summit Industrial Park.
- What our petition seeks to do is to move the boundary line um for the zoning district.
- The petitioner's current parcel, at 77 sublane is zoned IND1 with the summit solar overlay and they want them to move that boundary over to the adjacent parcel which they have purchased. Their purpose in doing so is to expand their current business, beyond its capacity.
- It is currently occupying approximately 15,000 square ft in the industrial park. It was built and initiated in approximately 2002 near the beginning of the industrial park and then they did an expansion to a second building in 2008. They have approximately 20 employees and are generally engaged in high-end woodworking on commercial and industrial applications.
- The business is a benefit to the City of Gardner. Its activities do not produce a substantial amount of waste and it's appropriately cited where it is.
- The expansion would be the most economically viable and convenient to them as it is the adjacent parcel.
- Her client's purpose in submitting this petition is for the expansion of his business.
- The rezoning of this parcel to industrial one is for the general welfare of the city by increasing the economic opportunity and development available to the city and increasing the amount of industrial land in a way that makes the best possible use of the City's existing facilities.
- There is no real impact that would be felt by the abutters. It will be a benefit to the city with increased taxes, increased developments, increased opportunity fo employment and other economic activity.

President Tyros opened the Public Hearing and announced thrice if anyone would like to speak in favor. No one spoke.

President Tyros announced thrice if anyone would like to speak in opposition of the amendment. No one spoke.

The public hearing closed at 7:15 p.m.

**Accepted by the City Council:**

**REGULAR MEETING OF JULY 7, 2025**

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Regular Meeting of the City Council was held in the City Council Chamber, Room 219, City Hall, on Monday evening, July 7, 2025.

**CALL TO ORDER**

President Geoge Tyros called the meeting to order at 7:30 o'clock p.m.

**CALL OF THE ROLL**

City Clerk Titi Siriphan called the Roll of Members. Nine (9) Councillors were present including President George Tyros and Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Brad Heglin, Elizabeth Kazinskas, Judy Mack, and Paul Tassone. Councillors Dana Heath and David Thibault-Muñoz were absent.

**OPENING PRAYER****PLEDGE OF ALLEGIANCE**

President Tyros led the Council in reciting the "Pledge of Allegiance".

**OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT**

President Tyros announced to the assembly that the Open Meeting Recording and Public Records Announcement. Any person may make a video or audio recording of an open session of a meeting or may transmit the meeting through any medium subject to reasonable requirements of the chair as to the number placement and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recordings shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the chair as they become part of the meeting minutes pursuant to General Law Chapter 38 Section 20.

One constituent announced that he was recording the meeting.

**READING & ACCEPTANCE OF MINUTES**

There were no meeting minutes present.

REGULAR MEETING OF JULY 7, 2025

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**REPORTS OF STANDING COMMITTEE**  
**SAFETY COMMITTEE****#11531**

On a motion made by Councillor Craig Cormier and seconded by Councillor Elizabeth Kazinskas, it was voted to place on file, *A Communication from the Mayor Regarding the Status of the City's Parking Meters.*

9 yeas, motion passes.

**#11553**

On a motion made by Councillor Craig Cormier and seconded by Councillor Karen Hardern, it was voted to grant, *Application for License to Collect or Deal in Second Hand Articles, EcoATM LLC, 560 Main Street.*

9 yeas, motion passes.

**#11592**

On a motion made by Councillor Craig Cormier and seconded by Councillor Karen Hardern, it was voted to grant, *Application for Bowling Alley License, Ten Pins, 560 West Broadway Street.*

8 yeas, 1 recuse, Councillor Elizabeth Kazinskas, motion passes.

**REPORTS OF STANDING COMMITTEE**  
**WELFARE COMMITTEE****#11519**

On a motion made by Councillor Judy Mack and seconded by Councillor Paul Tassone, it was voted to approve and send to final printing, *An Ordinance to Amend the Code of the City of Gardner, Chapter 675, thereof entitled "Zoning," to amend Section 510, thereof entitled "Floodplain Overlay District," in order to comply with the recent amendments to the requirements set forth by the Federal Emergency Management Agency.*

9 yeas, motion passes.

**#11533**

On a motion made by Councillor Judy Mack and seconded by Councillor Paul Tassone, it was voted to approve and send to final printing, *An amendment to the Code of the City of Gardner, Chapter 675 thereof, entitled "Zoning," to change and add Commercial Overlay Classification on Certain Parcels of Land on Central Street.*

9 yeas, motion passes.



## REGULAR MEETING OF JULY 7, 2025

**#11534**

On a motion made by Councillor Judy Mack and seconded by Councillor Paul Tassone, it was voted to approve and send to final printing, *An amendment to the Zoning Ordinance Chapter 675, submitted by Chair City Church and Ten (10) registered voters, to add a new section entitled "Historic Preservation Project", amending the table of uses to allow or the same by special permit, amending the Article VII Off-Street Parking, Loading and Drive-Through Standards, §675-740, to facilitate Historic Preservation Projects, additional amendments to the Relief from Parking Regulations to be applied generally and additional amendments more specifically stated in the petition and attachments.*

9 yeas, motion passes.

**REPORTS OF STANDING COMMITTEE****FINANCE COMMITTEE****#11610**

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Judy Mack, it was voted to grant, *An Order Authorizing the Alteration of the Waterford Community Center by the Gardner Community Action Committee (Gardner CAC) to construct a wall delineating area B1 as seen on Exhibit A in the Grant lease agreement between the City of Gardner and the Gardner CAC.*

**AN ORDER AUTHORIZING THE ALTERATION OF THE WATERFORD COMMUNITY CENTER BY THE GARDNER COMMUNITY ACTION COMMITTEE (GARDNER CAC) TO CONSTRUCT A WALL DELINEATING AREA B1 AS SEEN ON EXHIBIT A IN THE GRANT LEASE AGREEMENT BETWEEN THE CITY OF GARDNER AND THE GARDNER CAC**

**VOTED:** To Authorize the Gardner Community Action Committee to construct a wall from floor to ceiling in the Cafetorium of the Waterford Community Center, as listed as Unit 81 of Exhibit A of the Lease Agreement between the City of Gardner and the Gardner Community Action Committee, as approved on December 2, 2024.

9 yeas, motion passes.

**#11611**

On a motion made by Councillor Brad Heglin and seconded by Councillor Aleksander Dernalowicz, it was voted to send to first printing, *An Ordinance to Amend The Code Of The City Of Gardner, Chapter 8, Thereof Entitled Personnel, To Amend The Attachment E, Thereof Entitled "Non-Union Compensation Schedule" To Add The Position Of "Youth Center Director".*

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 8, THEREOF ENTITLED PERSONNEL, TO AMEND THE ATTACHEMENT E, THEREOF ENTITLED "NON-**



REGULAR MEETING OF JULY 7, 2025

**UNION COMPENSATION SCHEDULE” TO ADD THE POSITION OF “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**

<b>Position</b>	<b>Annual</b>
Youth Center Director	\$65,000.00

**SECTION 2:** This ordinance shall take effect retroactively to July 1, 2025, following 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.

9 yeas, motion passes.

**#11612**

On a motion made by Councillor Aleksander Dernalowicz and seconded by Councillor Brad Heglin, it was voted to grant, *An Order Authorizing the amendment of the Lease Agreement between the City of Gardner, and the Gardner Community Action Committee, as approved by the City Council on October 7, 2024, by adding the area noted as Unit D in the attached floorplan.*

**AN ORDER AUTHORIZING THE AMENDMENT OF THE LEASE BETWEEN THE CITY OF GARDNER AND THE GARDNER COMMUNITY ACTION COMMITTEE TO INCLUDE UNIT DAS LISTED IN EXHIBIT A OF THE LEASE AGREEMENT FOR SPACE AT THE WATERFORD COMMUNITY CENTER**

**VOTED:** To Authorize the Mayor to Amend the Lease between the City of Gardner and the Gardner Community Action Committee to include the area listed as Unit Din the floorplan listed as Exhibit A of the Grant Lease Agreement.

9 yeas, motion passes.

**#11615**

Councillor Brad Heglin gave a brief update on the Waterford Community Center:

- It's been about 3 weeks since President Tyros appointed Councillor Brad Heglin to the Waterford Community Center liaison.

REGULAR MEETING OF JULY 7, 2025

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- In that time, he met Julie Meehan from the CAC, Mike Ellis from the Senior Center, Alan Agnelli from the historical commission, Director Cormier from purchasing and the Mayor. He is still working on scheduling a meeting with Andy Eagle of Growing Places, as well as the CAC board of directors and the chair of the Council on Aging.
- The purpose of the meetings was to get up to speed and to set a baseline.
- Work in the various spaces is coming along nicely. As some of you may know, Growing Places has been operating there for some time now and nearly all of their buildings are complete.
- The CAC space similarly has made considerable progress with one exception.
- The major work is done and they're really waiting on other building wide things to be completed.
- Alan Agnelli continued to work cleaning and organizing the space set aside for the city archive project. He's worked on designs for storage and use that are still in development and he expects to have more to report later.
- The additional capital improvements that were initiated earlier this year are moving through their process. Progress is continuing to be made and expect more adjustments to the plan will continue to be made as well and as people sort of get into the space and find out their needs.
- One thing I that's worth mentioning that came up in all of his meetings and agree with is that improved communication is needed.

On a motion made by Councillor Brad Heglin and seconded by Councillor Aleksander Dernalowicz, it was voted to place on file, *Council Liaison - Waterford Community Center Update*.

9 yeas, motion passes.

**#11614**

On a motion made by Councillor Brad Heglin and seconded by Councillor Aleksander Dernalowicz, it was voted on call of the roll, eight (8) yeas, President George Tyros and Councillors Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Brad Heglin, Elizabeth Kazinskas, Judy Mack, and Paul Tassone; one (1) recuse, Councillor Calvin Brooks; to adopt, *A Measure Declaring the Land and Buildings Located at 130 Elm Street as Surplus for the Purpose of Disposition with an established minimum sale price of \$300,000.00.*

**DECLARING SURPLUS FOR PURPOSE OF DISPOSAL OF LAND AND BUILDINGS AT 130 ELM STREET**

**VOTED:** To declare surplus for the purpose of disposal, in accordance with prevailing General Laws, all land and buildings at 130 Elm Street, further identified on the City of Gardner Assessor's Map as R22-3-26A, to establish as a minimum amount of \$300,000 to be paid for any conveyance of said property, and to authorize the Mayor to convey said land, or part thereof, for such amount or a



REGULAR MEETING OF JULY 7, 2025

larger amount, and upon such other terms as the mayor shall consider proper in accordance with this Vote.

#11523

On a motion made by Councillor Judy Mack and seconded by Councillor Aleksander Dernalowicz, it was voted to adopt, *An Order Authorizing the Spending Limit of the Council on Aging Recreational Activities Revolving Account to \$60,000.00 or Available Balance, whichever is lower, pursuant to Section 53E 1/2 of Chapter 44 of the General Laws of the Commonwealth.*

AUTHORIZING FY2025 REVOLVING FUNDS  
M.G.L. CH.44, S.53E½

**ORDER:** To authorize and direct the City Treasurer to establish the following revolving funds for the fiscal year beginning July 1, 2024 to June 30, 2025 in accordance with M.G.L. Chapter 44, section 53E½:

Revolving Fund	Authorized to Expend	Revenue Source	Purpose of Fund	Spending Limit
Council on Aging Recreational Activities	Senior Director	Recreation Fees	Salaries and expenses relating to recreational activities at Senior Center	Available balance or \$60,000, whichever is less

As per M.G.L., interest earned on this fund shall be treated as general fund revenue.

The person or persons authorized to expend from each fund shall report annually to the Mayor and City Council the total amount of receipts and expenditures for the prior fiscal year and for the current fiscal year through December 31, along with any other information that City Council may by vote require.

In the event any fund is not reauthorized for the following fiscal year or the city changes the purpose of the revolving fund, the balance in the fund shall revert to surplus revenue, unless City Council and the Mayor vote to transfer the funds to another revolving fund established in accordance with M.G.L. Chapter 44, section 53E½.

9 yeas, motion passes.

REGULAR MEETING OF JULY 7, 2025

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**#11577**

Councillor Elizabeth expressed some concerns, would like more clarification and had a few questions about the order. She also stated she is in support but would like additional information.

On a motion made by Councillor Judy Mack and seconded by Councillor Brad Heglin, it was requested for more time, *A Measure Creating a revolving account for LifeLine Service Activities, under the provisions of Chapter 44, Sec 53 E ½ of the General Laws of the Commonwealth, to be managed and overseen by the Gardner Senior Center, for which the balance shall not exceed \$20,000.00.*

There were no objections, more time was granted.

**REPORTS OF STANDING COMMITTEE**  
**ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE**

**#11609**

Councillor Elizabeth Kazinskas updated the City Council of the June Economic and Community Development. She informed the Council of the following:

- The committee has met with Director Jason Stevens and provided his monthly update.
- Rear Main Street Project overview. There has been significant progress made in preparation for the end of the fiscal year. The city successfully secured a full fiscal year extension. This will be until June 30th, 2026, for the Mass Works grant. It is expected to be completed by December of 2025 this year, but we do have that extra time.
- Construction timeline has the key drainage and site prep work is ongoing through early July. There's work on removing underground obstructions, so tunnels and old concrete. It began at the end of June and continues through this week and the beginning of July. Then warmer weather items like landscaping and concrete will be scheduled for the spring of 2026 if only necessary.
- Greenwood Pool, there was a bid issue. There was a bid protest that was delayed. That delayed the project to a misdelivered bid. The lower bidder was eventually confirmed as the winner and after an appeal process resolved in late May. There was a mail carrier that brought the bid to the wrong mailbox, and it was confirmed that it was in there and they couldn't consider it. This was brought to the attorney general's office, went through their process, and it was confirmed that it was fair to consider that bid.
- The demolition of the old structure which is the current structure is now planned for late September to early October.
- They will ensure that demolition does not interfere with the pool season and pool usage.
- In terms of signage kind of around the area for renderings of what it will look like. Project signs have to follow state requirements for CDBG funded projects but they will make an effort to add visual renderings for public information.

REGULAR MEETING OF JULY 7, 2025

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- The North Central Pathway Project is near completion. Final ceiling and transitions, which is sidewalks, pathway lips, will be finished mid-July.
- The pathway is already in use and appreciated by the public. The city continues to extend the pathway with the with future mass trails grants and connect it over 140 into Winchendon.
- The Rome building site, is no longer the Rome building. The demolition is clearly complete. The grass has taken root and the fencing is mostly down around it. The Gardener Redevelopment Authority owns that property and it will be sold to a developer. The final approval from the state is pending to close out this project for CDBG.
- Director Stevens, regarding staffing, hired an Assistant Director. The Economic Development and Finance Manager position has also been filled, and the new hire will start in August.
- Overall, the city has made visible progress on multiple projects. They're staying on track with funding deadlines and keeping a strong collaboration. Director Steven said between city staff with multiple departments, with state agencies, contractors, any of the federal funds he's had to deal with, he said he's had a very positive experience.

On a motion made by Councillor Elizabeth Kazinskas and seconded by Councillor Aleksander Dernalowicz, it was voted to place this update on file and be in the meeting minutes.

9 yeas, motion passes.

**ADJOURNMENT**

On a motion by Councillor Paul Tassone and seconded by Councillor Elizabeth Kazinskas, it was voted to adjourn at 8:01 p.m.

**Accepted by the City Council:**



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**INFORMAL MEETING OF AUGUST 4, 2025**

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Informal Meeting of the City Council was held in the Council Chamber, Room 219, City Hall, on Monday evening, August 4, 2025.

**CALL TO ORDER**

City Clerk Titi Siriphan called the meeting to order at 6:30 o'clock p.m.

**CALL OF THE ROLL**

City Clerk Titi Siriphan called the Roll of Members. Eight (8) Councillors were present including Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, and David Thibault-Muñoz. Council President George Tyros and Councillors Elizabeth Kazinskas and Paul Tassone were absent.

**ELECTION OF PRESIDENT PRO-TEMPORE**

The City Clerk called to elect a President Pro-Tempore to preside over the Informal Meeting scheduled for 6:30 p.m., due to the absence of President George Tyros.

The City Clerk opened the floor for nominations for President Pro-Tempore.

Councillor Brad Heglin nominated Councillor Aleksander Dernalowicz, seconded by Councillor Dana Heath.

On a motion made by Councillor Judy Mack, seconded by Councillor Craig Cormier, it was voted on voice vote, eight (8) yeas, Councillors Calvin Brooks, Craig Cormier, Aleksander Dernalowicz, Karen Hardern, Dana Heath, Brad Heglin, Judy Mack, and David Thibault-Muñoz, to close nominations.

There were no objections, Councillor Aleksander Dernalowicz will be the President for the evenings informal meeting.

**#11466 – A Request from Councillor Karen Hardern to have an Informal Meeting with Montachusett Regional Transit Authority (MART) to discuss Rider and Pedestrian Safety and Route Utilization and Ridership.**

MART representatives, Bruno Fisher, Administrator/CEO, Scott Rich, Assistant Administrator, and Michael Yeboah, Transit Planner, presented the following Power Point Presentation: (attached)

The Informal Meeting concluded at 7:20 p.m.

**Accepted by the City Council:**

*MART's Mission Statement: "To serve people by getting them where they need to go to lead their lives."*



**City of Gardner :  
MART Services**

**August 4, 2025**

# Tonight's Agenda

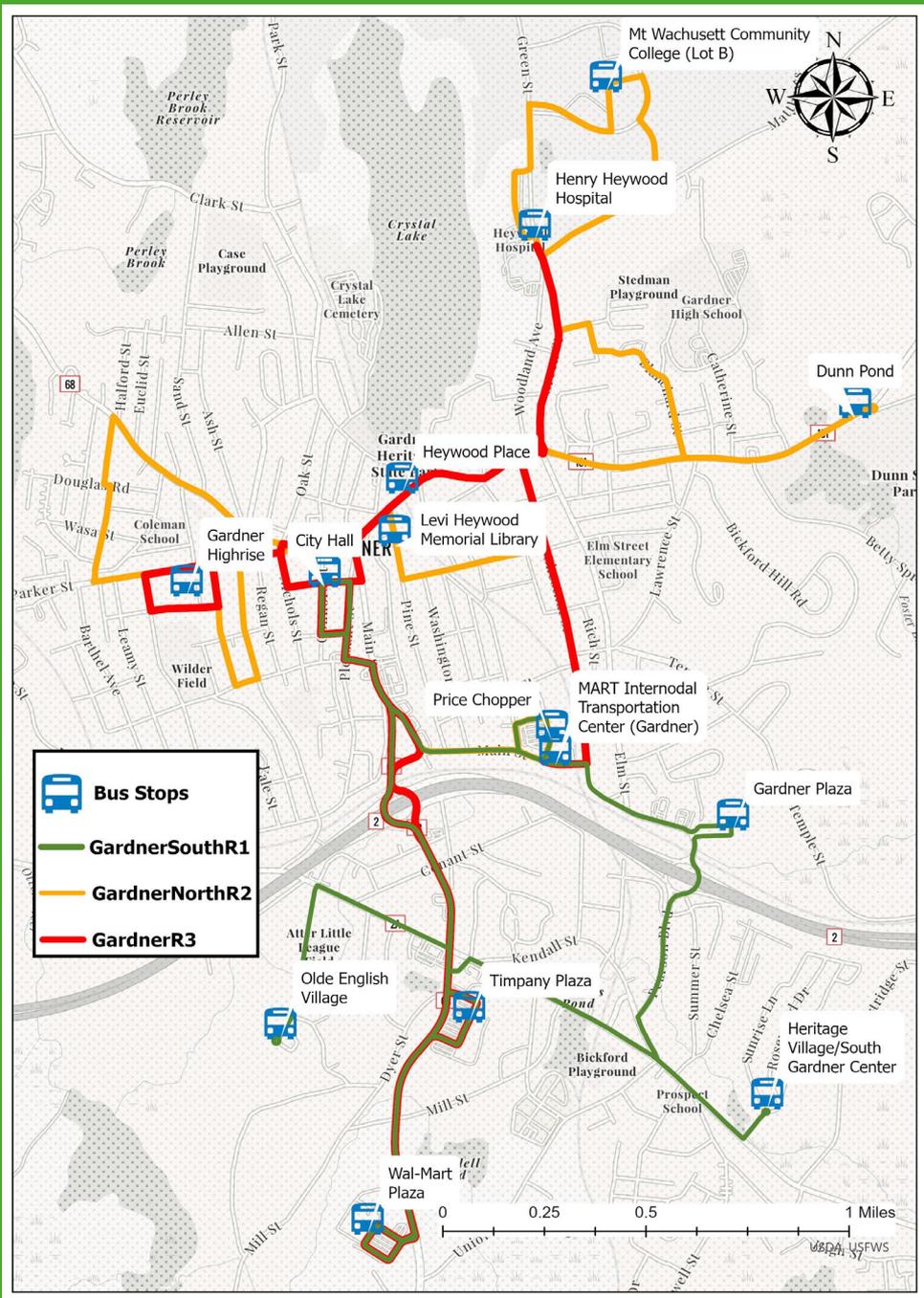


- 1. MART Fixed Route Overview**
- 2. Other MART Services : 2023, 2024, 2025**
- 3. Safety Improvements**
- 4. Additional MART Transportation Issues in Gardner**
  - Community Feedback**

# Routes 1, 2 & 3

## Route Characteristics

- Route 1: Southern section of city
- Route 2 : Northern section of city
- Route 3: North/South & and transfers for Routes 1 and 3

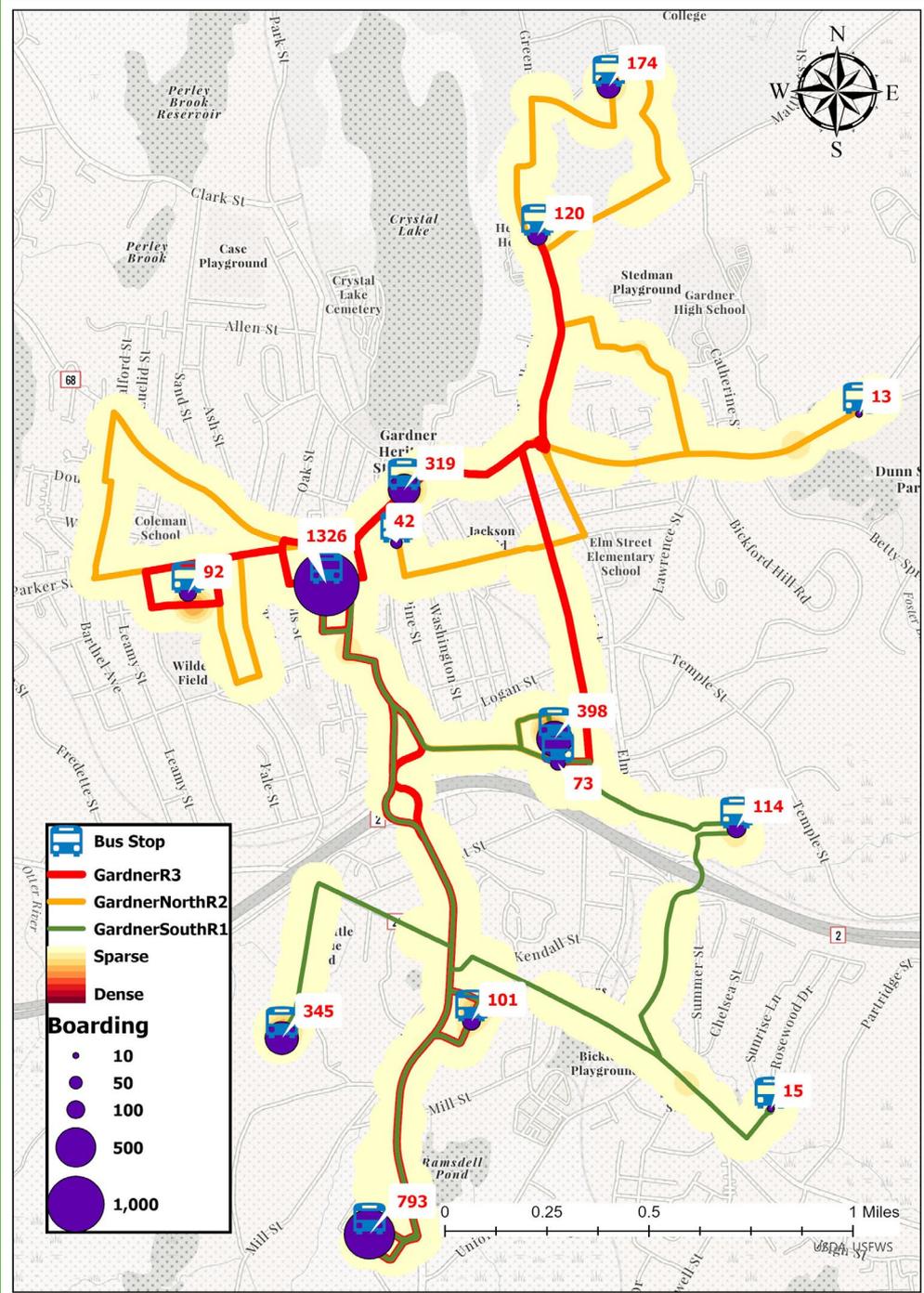


# Routes 1, 2 & 3 Month of April 2025

## Ridership at stops

- City Hall has the highest boardings per month 1,326
- Walmart is the next with 793 boardings

Note: Ridership was tracked using Passio Automatic Passenger Count (APC)

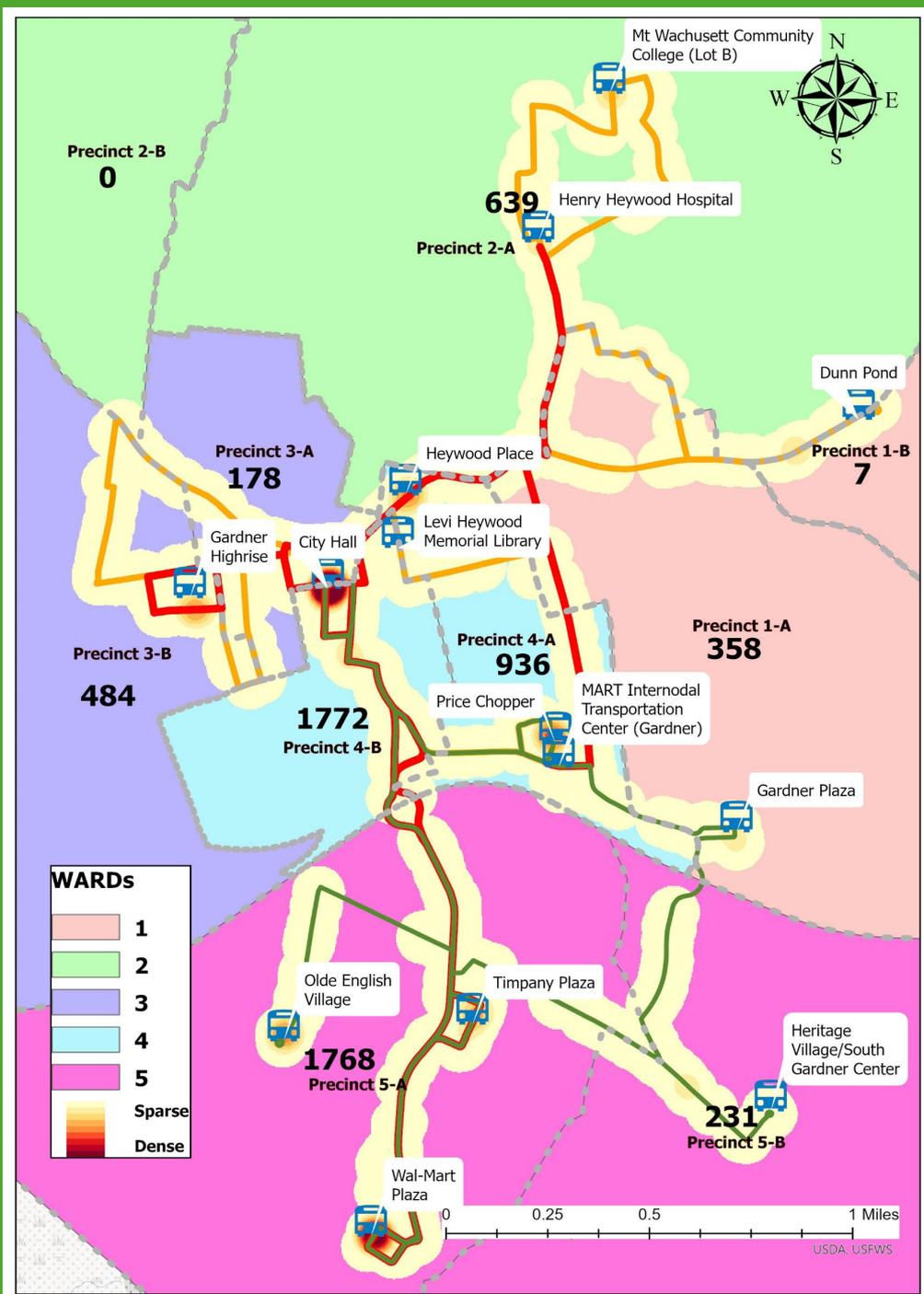


Routes 1, 2 & 3  
Month of April 2025

# Ridership in Wards & Precincts

- Ward 4 has the highest boardings per month 2,708
- Ward 5 is the next with boardings 1,999

Note: Ward and Precinct boundary source; Mass.gov



# Americans with Disability Act (ADA) Service Ridership Fiscal Years (FY) 2023 -2025



## Monthly ADA Ridership

- 108% increase between 2023 & 2024
- 79% increase between 2024 & 2025
- 271% increase between 2023 & 2025

Total 2023 FY ridership = 2,852  
 Total 2024 FY ridership = 5,921  
 Total 2025 FY ridership = 10,579

# Council on Aging (COA) Fiscal Year 2023 - 2025

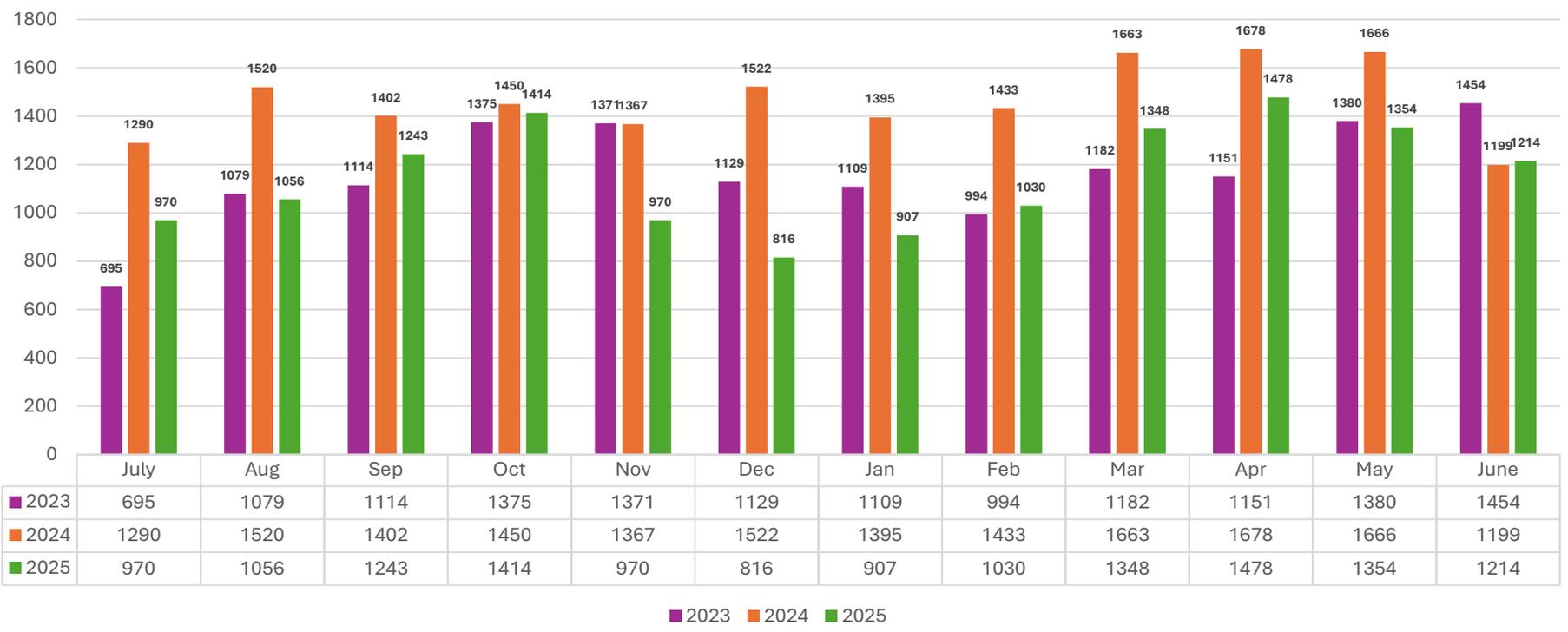


## COA Service

- -15% decrease between 2023 & 2024
- -8% decrease between 2024 & 2025
- -22% decrease between 2023 & 2025

Total 2023 ridership = 6,009  
 Total 2024 ridership = 5,096  
 Total 2025 ridership = 4,702

# Monthly Ride Service Ridership Fiscal Year 2023 - 2025

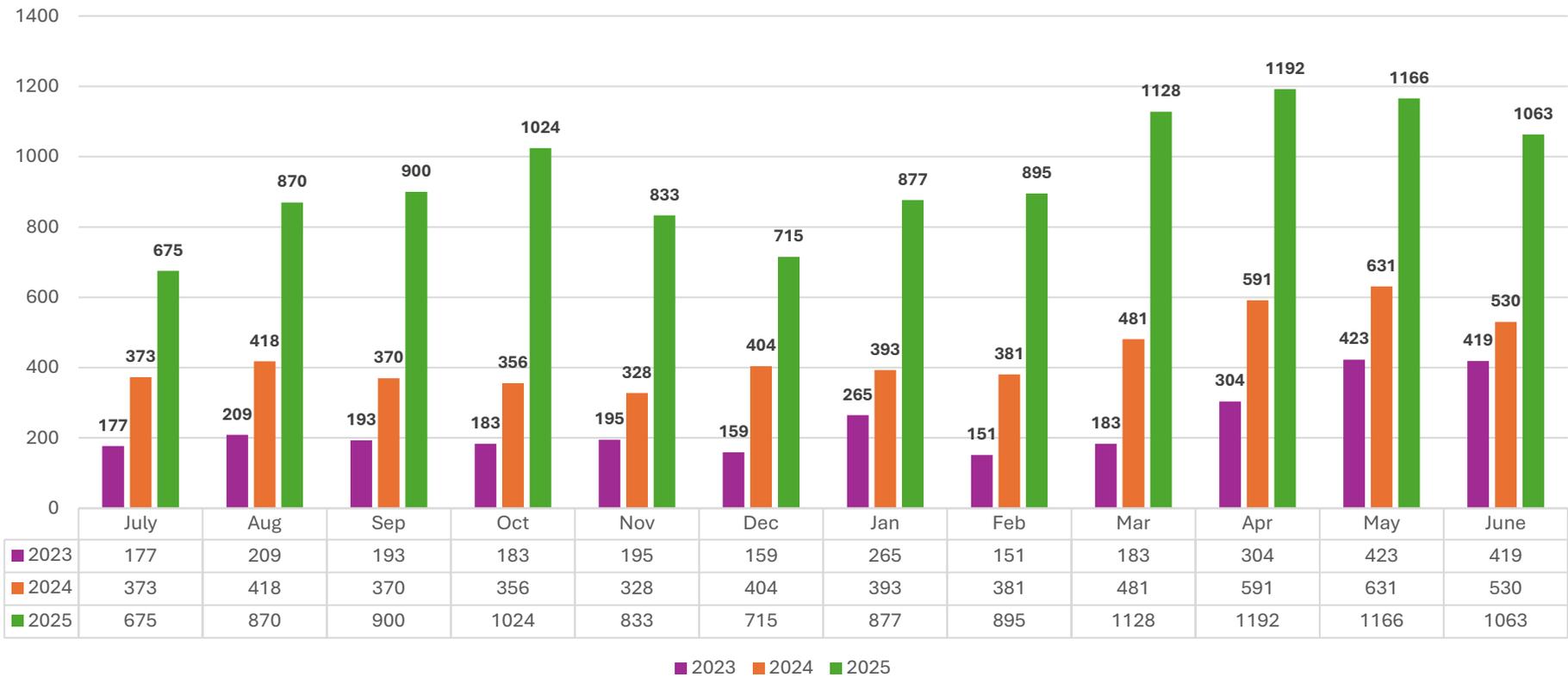


## Monthly Ride Service Ridership

- 25% increase between 2023 & 2024
- -22% decrease between 2024 & 2025
- -2% decrease between 2023 & 2025

Total 2023 ridership = 14,033  
 Total 2024 ridership = 17,585  
 Total 2025 ridership = 13,800

# Department of Developmental Services (DDS) Ridership - Fiscal Year 2023-2025

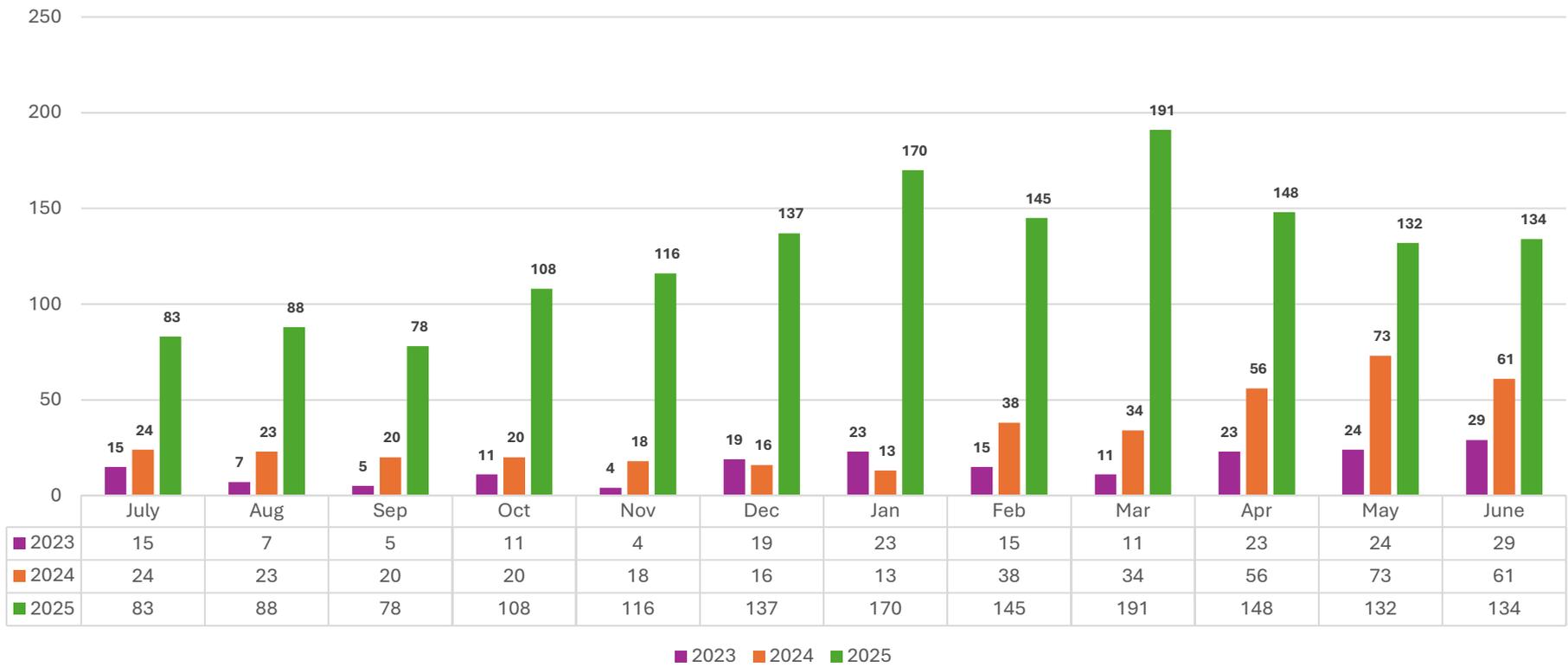


## Monthly DDS Ridership

- 84% increase between 2023 & 2024
- 116% increase between 2024 & 2025
- 296% increase between 2023 & 2025

Total 2023 ridership = 2,861  
 Total 2024 ridership = 5,256  
 Total 2025 ridership = 11,338

# Evening Ride Services Fiscal Year 2023-2025



## Evening Service

- 112% increase between 2023 & 2024
- 286% increase between 2024 & 2025
- 723% increase between 2023 & 2025

Total 2023 ridership = 186  
 Total 2024 ridership = 396  
 Total 2025 ridership = 1,530

## Swift Rides in Gardner

- MART partnered with Wood's+ to extend evening rides (Swift Ride service) to offer convenient and safe evening transportation in Gardner.
- Starts 6:00pm to 12:00am- 7 days a week for \$10 Flat Fee, regardless of the number of people in the party.
- This initiative aims to enhance local mobility and provide residents with a reliable travel option during evening hours.



# New Gardner Shelters Installed

- 5 Bus Shelters



- MART ITC Gardner - 1
- Community Health Connections (South Gardner) -1
- Gardner Housing Authority - 2
- Hillside Gardens - 1

## Electrification

- MART plans to introduce electric buses on fixed routes as part of its commitment to sustainable transportation.
- This initiative aims to improve operational efficiency, and provide reliable, eco-friendly transit options.
- BYD Electric buses from Volkswagen settlement, will be in service this year.

# Physical Safety Improvements MART ITC - Fitchburg

- Bollards are placed at the curbing of each bus bay, and at the curbing of the concrete areas between the bus bays at the Intermodal.
- Additional signage are installed around the entire bus bay area indicating pedestrians and non-transit vehicles are restricted from bus bay area.
- Traffic Island has been installed to redirect traffic flow.
- MART hired its own security officers resulting in better patrolling and support for our transit system in dealing with safety issues.



## Safety Improvements Mount Wachusett Community College (MWCC)

- MART is working with MWCC to request the installation of a stop sign at the end of the driveway on the northern perimeter of Lot B at MWCC.
- Vehicles will have to come to a full stop before turning left to proceed to the bus pick up area and the road towards the exit from MWCC.



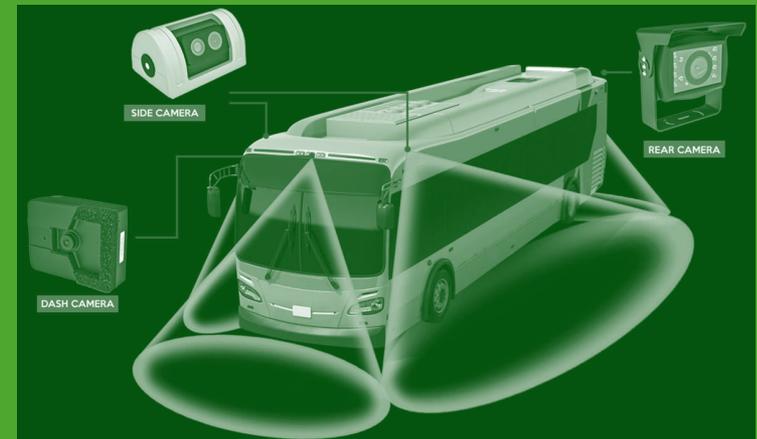
# Driver Trainings

- All drivers have annually required training on Defensive Driving, Passenger Safety, Passenger Assistance First Aid, and CPR. This has been repeated for all drivers in light of the accidents.
- Sent an initial group of drivers to the CMSC Training School in West Boylston to improve their understanding of the challenges in driving, increased awareness of the surrounding operating environment.
- MART is working with our insurance carrier to utilize additional training programs and tools available to commercial customers to improve our training program for driver road knowledge, awareness and behaviors.
- New driver simulator equipment is being tested to train new drivers and refresh existing drivers.
- Town halls were held with all operators specifically on the topic of enforcing driver safety practices.



## Possible Technology Improvements

- ❑ Research upgrades to On-Board Diagnostic (OBD) devices to improve the monitoring of vehicles, as well as safety tools available to the drivers.
  - a. Collision Avoidance systems
  - b. Lane Positioning systems
  - c. Blind Spot Detection systems
  - d. Pedestrian Detection systems
  - e. Mirrorless Camera systems
  - f. Monitoring driver behavior with AI
  - g. Vehicle cameras will use both video and audio surveillance on vehicles to enhance safety



	Fiscal Year (FY) 2023	FY 2024	FY 2025	
<b>Total Ridership</b>	TOTALS	TOTALS	TOTALS	Percentage Change FY 23- FY25
Gardner Routes 1, 2 & 3	38,975	39,983	51,584	32.3% increase
InterCity Bus (includes MWCC Express & Commuter)	1,802	3,236	12,733	606.4% increase
Athol Link	11,976	16,124	21,227	77.3% increase
Winchendon Link	2,560	2,309	2,912	13.8% increase
Gardner ADA-DAR	2,852	5,921	10,579	270.9% increase
Gardner Subscription	14,033	17,585	13,800	-1.66% decrease
Gardner DDS	2,861	5,256	11,338	296.2% increase
Evening Service	186	396	1,530	722.6% increase
Wood Swift Plus Program	-	-	668	
COA	6,009	5,096	4,702	-21.8% decrease
Taxi Livery	-	6,789	13,224	
<b>Grand Totals</b>	<b>81,254</b>	<b>102,470</b>	<b>144,297</b>	<b>77.6% increase</b>

# QUESTIONS & DISCUSSION



## Thank you !

**Bruno J. Fisher**  
Administrator / CEO  
Montachusett Regional Transit Authority  
1427R Water Street – Fitchburg, MA 01420  
Office: 978.665.2263 | Mobile: 978.407.0432  
[bruno.fisher@mrta.us](mailto:bruno.fisher@mrta.us)  
[www.mrta.us](http://www.mrta.us)

**Scott B. Rich, M.S., ChFC, CLU**  
Assistant Administrator  
Montachusett Regional Transit Authority  
1427R Water Street, Fitchburg, MA 01420  
Office: 978-665-2245 | Mobile: 978-340-6790  
[scott.rich@mrta.us](mailto:scott.rich@mrta.us)  
[www.mrta.us](http://www.mrta.us)

**Michael Yeboah, AICP**  
Transit Planner  
Montachusett Regional Transit Authority  
1427R Water St, Fitchburg, MA 01420  
Office: 978-602-4313  
[michael.yeboah@mrta.us](mailto:michael.yeboah@mrta.us)  
[www.mrta.us](http://www.mrta.us)

**ENGINEERING DEPARTMENT****CITY OF GARDNER**

50 Manca Drive, Gardner MA 01440

Robert E. Oliva, City Engineer

Telephone (978) 630-8195

roliva@gardner-ma.gov

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**PROJECT REVIEW MEMORANDUM**

**To:** George Tyros, City Council President

**Cc:** Dane Arnold, DPW Director  
Titi Siriphan, City Clerk

**From:** Robert Oliva – City Engineer *REO*

**Date:** November 13, 2025

**Project:** National Grid City Council Petition – Derby Drive and West Lynde Street

National Grid has submitted a petition for the installation of underground concrete encased electrical conduits and a handhole in the layout of West Lynde Street and Derby Drive. A new handhole will be installed at the sidewalk/loading area on the south side of West Lynde Street. Concrete encased electrical conduit will be installed in West Lynde and Derby Drive as shown in the petition plan to re-feed existing electrical gear and new electrical gear associated with the city Rear Main construction project.

Based on my review of the petition application and the plan provided therein, I have the following comments:

1. The installation of the new conduits will require trenching in existing concrete sidewalks, paved roads, and concrete/brick paver walks. All disturbed areas shall be repaired to match (or exceed) existing surfaces. All work and materials shall meet or exceed city specifications.
2. Concrete sidewalks shall not be cut for trenching. Full panels shall be removed and replaced. Additional sidewalk replacement may be required, at the discretion of the DPW Director or City Engineer, at the time of construction based on final routing of proposed conduits.
3. Existing granite curbing shall be removed and reset where crossed by new conduit or otherwise disturbed by construction. Damaged granite pieces shall be replaced.
4. Upon completion of the project, Contractor shall provide record drawings of the construction to the Engineering Department.



November 13, 2025

City of Gardner

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

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

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone Number is 978-983-8086.

Very truly yours,

A handwritten signature in blue ink that reads "Zylmar Garcia".

Zylmar Garcia  
Supervisor, Distribution Design

Enclosures

Questions contact – Will Fontaine 508-414-7308

Petition of the Massachusetts Electric Company d/b/a National Grid  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric conduit Location:

To the City Council of Gardner, Massachusetts

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

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

The following are the streets and highways referred to:

Plan # 31105017 Derby Dr, W Lynde St - National Grid to install new handhole in W. Lynde near back of 8 Main St w/conduit from there to Pad200-1 to refeed 8 Main St. Replacing old conduits to Pads 200-1 and 200-2. Installing ~240 of conduit from MH200 to new SGMH-1 at rear of 58 Main St off Derby Dr.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a

NATIONAL GRID *Zylmar Garcia*

BY \_\_\_\_\_  
Engineering Department

Dated: November 13, 2025

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 13th day of November, 2025.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Derby Dr, W Lynde St – Gardner - Massachusetts. Plan # 31105017.

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

Derby Dr, W Lynde St - National Grid to install new handhole in W. Lynde near back of 8 Main St w/conduit from there to Pad200-1 to refeed 8 Main St. Replacing old conduits to Pads 200-1 and 200-2. Installing ~240 of conduit from MH200 to new SGMH-1 at rear of 58 Main St off Derby Dr.

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

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

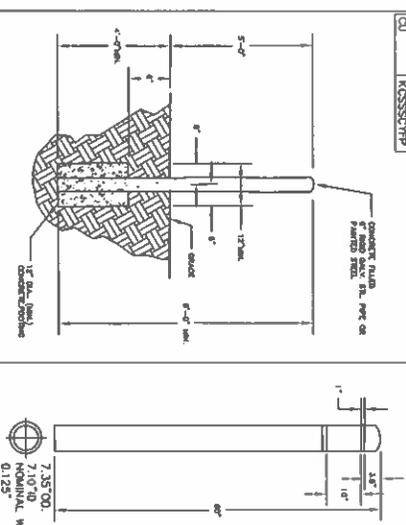
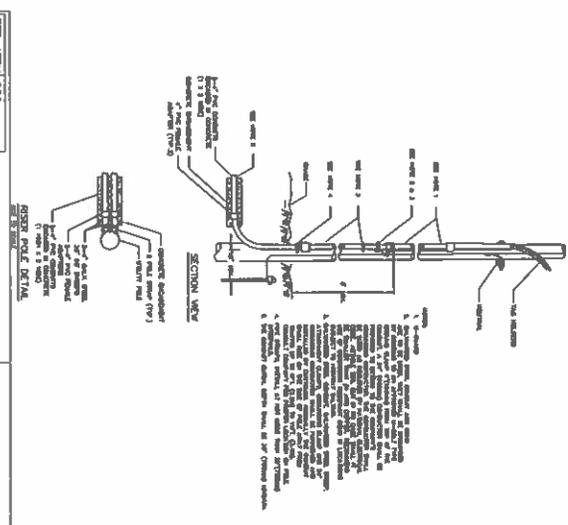
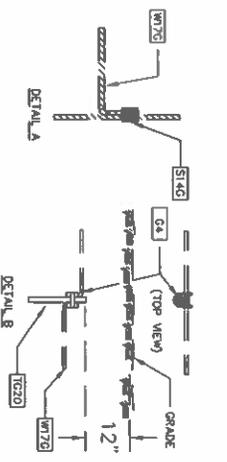
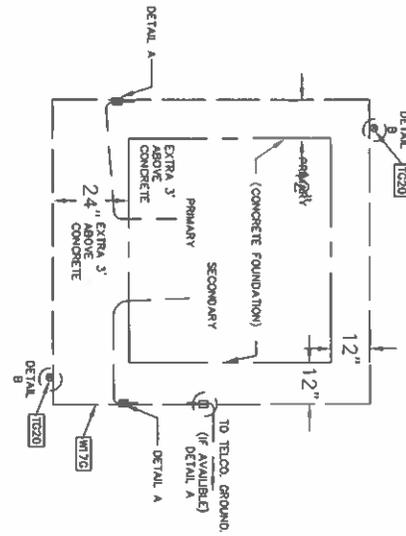
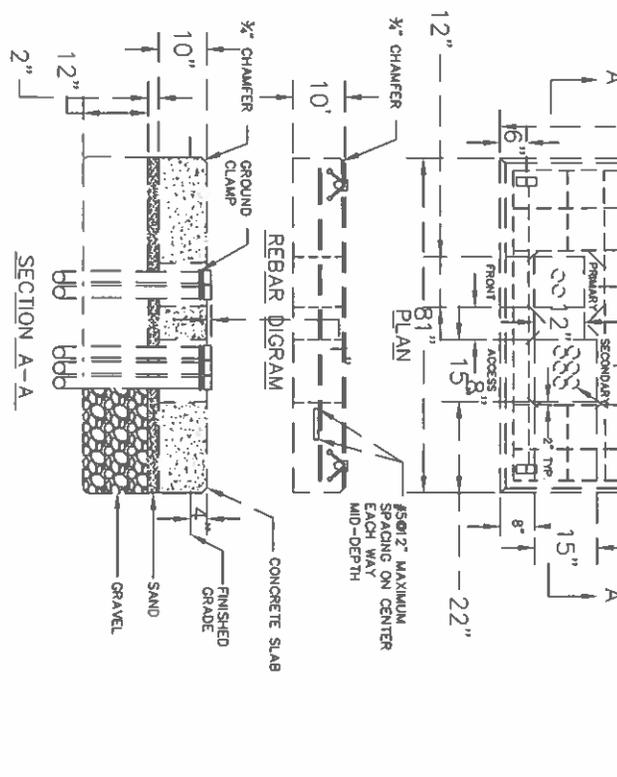
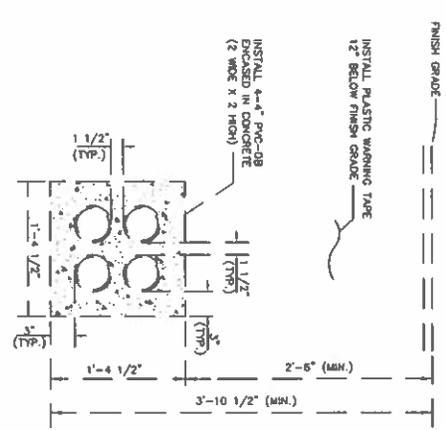
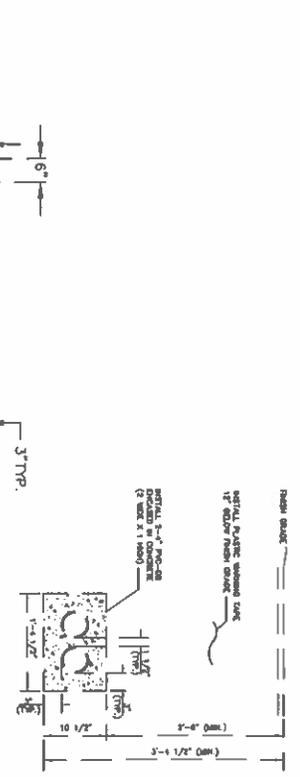
Attest:  
.....

..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
Massachusetts Electric Company d/b/a National Grid for permission to construct the underground  
electric conduits described in the order herewith recorded, and that I mailed at least seven days  
before said hearing a written notice of the time and place of said hearing to each of the owners of  
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of  
ways upon which the Company is permitted to construct the underground electric conduits under  
said order. And that thereupon said order was duly adopted.

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







CONCRETE SLAB FOR 75-500KVA THREE PHASE TRANSFORMERS	
PAGE NUMBER	1 SKV CIRCUITS
7/11	44-113
UNDERGROUND CONSTRUCTION STANDARD	UF8A
GROUND GRID INSTALLATION DETAIL	
PAGE NUMBER	44-117
7/11	44-117
UNDERGROUND CONSTRUCTION STANDARD	
PROPOSED Civil Details	
Date	1/4/25
Designer	Will Fawcette
Checker	MA
W/R	30025699
BOLLARDS	
PAGE NUMBER	7/07
44-111	
YELLOW PLASTIC COVER USE FOR BOLLARDS THAT ARE NOT COVERED DURING TIME OF INSTALLATION	
nationalgrid	



## ENGINEERING DEPARTMENT

### CITY OF GARDNER

50 Manca Drive, Gardner MA 01440

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

### PROJECT REVIEW MEMORANDUM

**To:** George Tyros, City Council President

**Cc:** Dane Arnold, DPW Director  
Titi Siriphan, City Clerk

**From:** Robert Oliva – City Engineer *REO*

**Date:** November 13, 2025

**Project:** National Grid City Council Petition – West Lynde, Main and Pleasant Streets

National Grid has submitted a petition for the installation of underground concrete encased electrical conduits, pad mounted transformer, and a handhole within the layouts of West Lynde, Main and Pleasant Streets. A new handhole will be installed in the sidewalk adjacent to 2-10 Parker Street. A new transformer will be installed on city owned property and West Lynde Street. Concrete encased electrical conduit will be installed in West Lynde, Main, and Pleasant Streets as shown in the petition plan to provide new electrical service from the new transformer in West Lynde Street to the building at 2-10 Parker Street.

Based on my review of the petition application and the plan provided therein, I have the following comments:

1. The installation of the new transformer will require the construction of a small length of new sidewalk in the loading area adjacent to the parking lot at 13-17 West Lynde Street. The final layout of this sidewalk will be reviewed by the DPW Director and City Engineer prior to installation. The layout shall maintain minimum required accessibility width or match existing width, whichever is greater.
2. The location of the transformer and bollards shall not interfere with the driveway at the rear of the building at 4 Main Street.
3. The installation of the new conduits will require trenching in existing concrete sidewalks and paved roads. All disturbed areas shall be repaired to match (or exceed) existing surfaces. All work and materials shall meet or exceed city specifications.
4. Concrete sidewalks shall not be cut for trenching. Full panels shall be removed and replaced. Additional sidewalk replacement may be required, at the discretion of the DPW Director or City Engineer, at the time of construction based on final routing of proposed conduits.
5. Existing granite curbing shall be removed and reset where crossed by new conduit or otherwise disturbed by construction. Damaged granite pieces shall be replaced.
6. Upon completion of the project, Contractor shall provide record drawings of the construction to the Engineering Department.



November 13, 2025

City of Gardner

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

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

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone Number is 978-983-8086.

Very truly yours,

A handwritten signature in blue ink that reads "Zylmar Garcia".

Zylmar Garcia  
Supervisor, Distribution Design

Enclosures

Questions contact – Will Fontaine 508-414-7308

Petition of the Massachusetts Electric Company d/b/a National Grid  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric conduit Location:

To the City Council of Gardner, Massachusetts

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

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

The following are the streets and highways referred to:

Plan # 30825999 Pleasant St, Main St, W Lynde St - National Grid to install a new handhole in the sidewalk on Pleasant St. Install new transformer pad with bollards in the sidewalk behind 8 Main St and extend the sidewalk out around the pad to make room for pedestrians. Install duct bank between the hand hole and pad ~140', and between the pad and existing MH200 on W Lynde St.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a

NATIONAL GRID *Zylmar Garcia*

BY \_\_\_\_\_

Engineering Department

Dated: November 13, 2025

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 13th day of November, 2025.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Pleasant St, Main St, W Lynde St – Gardner - Massachusetts. Plan # 31105017.

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

Pleasant St, Main St, W Lynde St - National Grid to install a new handhole in the sidewalk on Pleasant St. Install new transformer pad with bollards in the sidewalk behind 8 Main St and extend the sidewalk out around the pad to make room for pedestrians. Install duct bank between the hand hole and pad ~140', and between the pad and existing MH200 on W Lynde St.

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

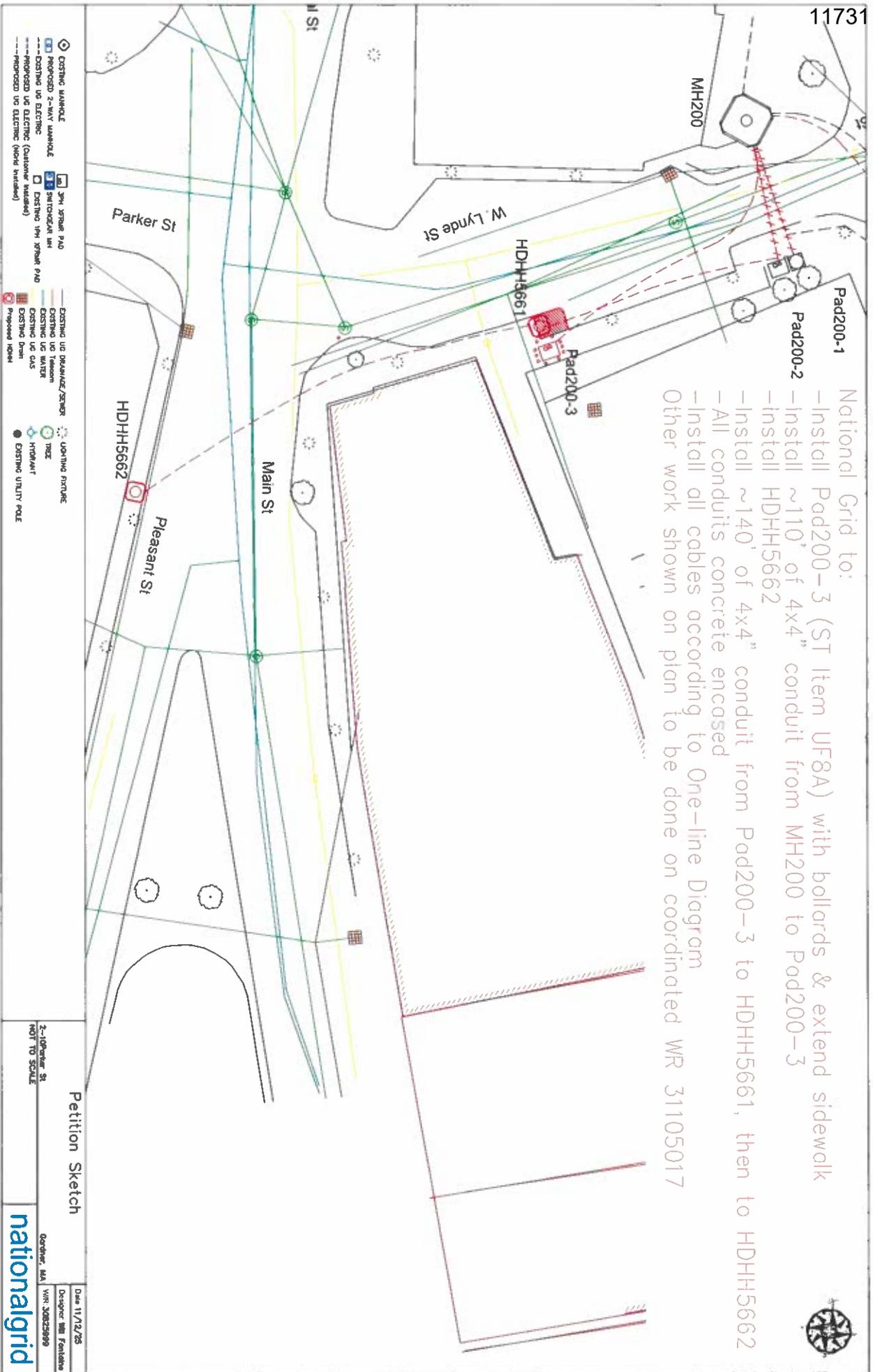
Received and entered in the records of location orders of the City/Town of  
Book ..... Page .....

Attest:  
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..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
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before said hearing a written notice of the time and place of said hearing to each of the owners of  
real estate (as determined by the last preceding assessment for taxation) along the ways or parts of  
ways upon which the Company is permitted to construct the underground electric conduits under  
said order. And that thereupon said order was duly adopted.

.....  
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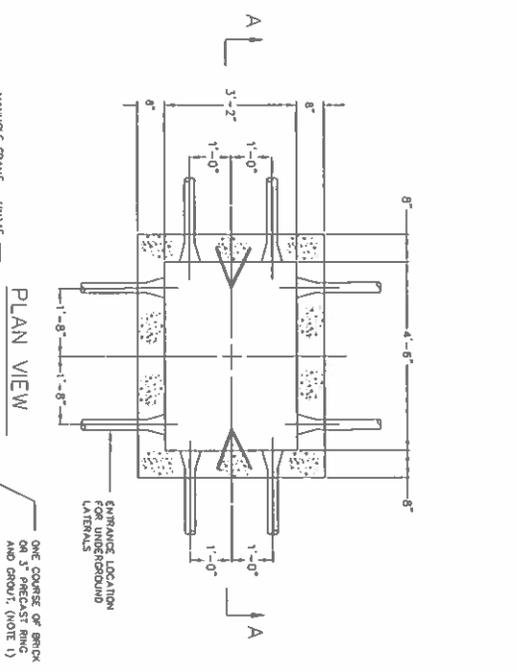
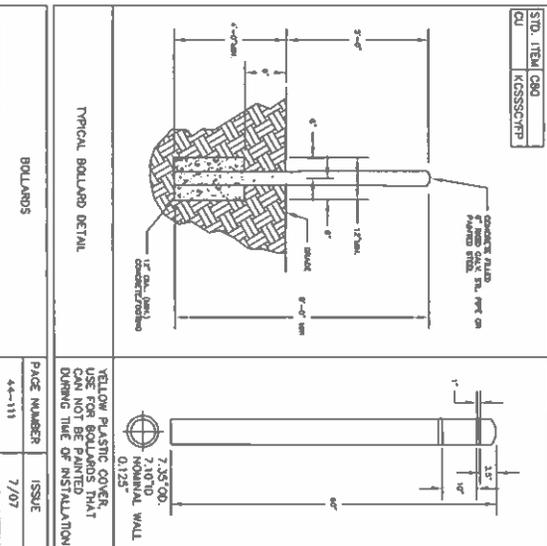
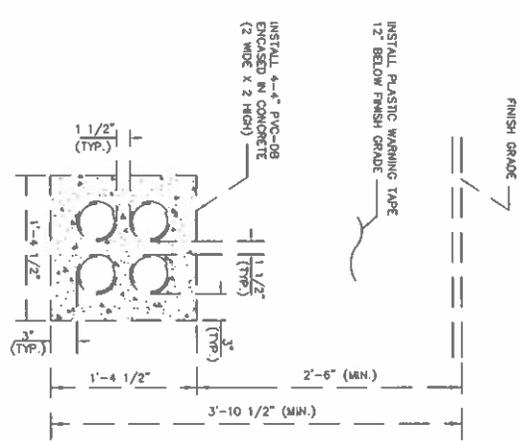
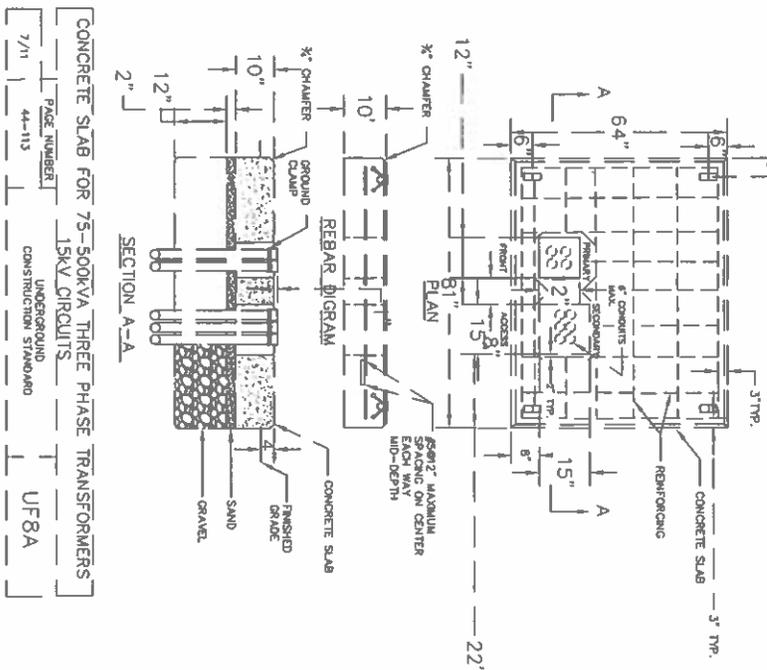
- National Grid to:
- Install Pad200-3 (ST Item UF8A) with bollards & extend sidewalk
  - Install ~110' of 4x4" conduit from MH200 to Pad200-3
  - Install HDHH5662
  - Install ~140' of 4x4" conduit from Pad200-3 to HDHH5661, then to HDHH5662
  - All conduits concrete encased
  - Install all cables according to One-line Diagram
- Other work shown on plan to be done on coordinated WR 31105017



Petition Sketch

Date 11/12/95  
 Designer Bill Fontaine  
 Order# MA  
 W# 3002999  
 2-10'x14' SI  
 NOT TO SCALE

**nationalgrid**





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

Date Received 11/29

RECEIVED

2025 NOV -3 P 2:39

CITY CLERK'S OFFICE  
GARDNER, MA

APPLICATION FOR LICENSE TO BUY AND  
SELL SECOND HAND MOTOR VEHICLES

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

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

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

3. Business Address: 407 Chestnut St Gardner MA 01440  
(Complete street address where business will be conducted and P.O. Box, if any)

4. Business Tel. \_\_\_\_\_ Cellular 857-247-7027 Fax \_\_\_\_\_ E-Mail Festusosagie@gmail.com

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

6. If an individual, state full name and residential address: N/A

7. If a partnership, state full names and residential addresses of all partners: N/A

8. If an association or corporation, state full names of the principal officers:  
President Festus OSAGIE  
Secretary Festus OSAGIE  
Treasurer Festus OSAGIE

9. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? yes  
a. If so, is your principal business the sale of new motor vehicles? NO  
b. Is your principal business the buying and selling or exchanging of second hand motor vehicles? yes  
c. Is your principal business that of a motor vehicle junk dealer? NO  
d. Is your principal business that of a "Repairs"? NO  
e. Is your principal business that of "Repossession"? NO

9. Provide a complete description of all the premises to be used for the purpose of carrying on the business:  
office space AND parking to expose vehicles for sale

10. Are you a recognized agent of a motor vehicle manufacturer? YES \_\_\_\_\_ NO   
If yes, state the name of the manufacturer: \_\_\_\_\_

11. Do you have a signed contract as required by Section 58, Class I? YES \_\_\_\_\_ NO ✓
12. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES ✓ NO \_\_\_\_\_  
 If yes, in what city or town? Burlington MA  
 Did you receive a license? YES ✓ NO \_\_\_\_\_ For what year? 2025
13. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? YES \_\_\_\_\_ NO ✓ If yes, please explain: \_\_\_\_\_

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

- Applicable License Application Processing Fee(s)**, check payable to "City of Gardner" - Clerk - DBA
- Surety Bond** in the amount of \$25,000 executed by a surety company authorized to transact business in Massachusetts, or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority. A separate bond shall be required for each different name under which the dealer conducts his business. (Applies only to Class 2 Dealers).
- State and Federal Tax Certification Affidavit** - waiting mail
- City of Gardner **PERMIT/APPLICATION GOOD STANDING CERTIFICATE** - waiting mail
- Criminal Offender Record Information (CORI) Authorization form** - Police Dept
- Workers Compensation Insurance Affidavit: General Businesses** - Insurance
- Parking Plan** (scaled 1" = 40 ft.) showing Building Department-approved parking layout. Six (6) copies shall be reduced to either 8½" x 11", or if applicable, 11" x 17". -
- Site Plan** (scaled 1" = 40 ft.) showing all available parking, driveways, entrances and exits, building location, etc. Six (6) copies shall be reduced to either 8½" x 11", or if applicable, 11" x 17". - Jason
- Zoning Opinion** from the Building Commissioner. - Zoning Determination
- Planning Board and/or Board of Appeals Decisions** (if applicable). Jason N/A

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

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

[Signature] DATE SIGNED 11/1/2025  
 INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE OFFICER OR APPLICANT

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

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



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



## ZONING DETERMINATION

October 15, 2025  
Record #ZD-25-64

festus osagie  
dealership  
1266 Pawtucket blvd  
8572477027  
Lowell ma

**RE: Zoning Determination for 407 CHESTNUT ST, GARDNER MA 01440 (PARCEL ID #R22||18||6||)**

Attention festus osagie,

In response to your submitted request referenced below, the above referenced property is located in the Commercial 2 (Com2) zoning district.

This office has reviewed the proposed use for the above-referenced property in accordance with **City Code Chapter 675, Zoning Ordinance**, and the **Massachusetts Zoning Act (M.G.L. c. 40A)**.

### Zoning Determination

The property is located within the **Commercial 2 (COM2)** zoning district. Under **Table of Uses, #45**, "*Sales room for motor vehicles, trailers, boats, farm implements or machinery, with repair services and storage*" is **permitted by right** within this district.

### Conditions & Additional Requirements

The applicant must clearly identify which **Dealer Class (I, II, or III)** is being sought and obtain a valid **Motor Vehicle Dealer License** from the **City of Gardner** and the **Massachusetts Registry of Motor Vehicles** prior to operation.

Any proposed **repair or service activities** must occur within an enclosed structure and comply with **Building, Fire, and Board of Health** requirements.

Site improvements such as **signage, paving, lighting, and drainage** may require separate review and/or permits.

### Referral

If the proposed use differs in any way from the permitted by-right use defined in Table of Uses #45, or if multiple uses are proposed on-site, a referral to the **Zoning Board of Appeals** may be required for further review.

If applicable, applications for special permits, variances, administrative appeals, or findings can be obtained in the building department located at 115 City Hall Ave. Rm. 101 or online by following the link provided below. Applications for site plan approvals or special permits from the planning board can be obtained in the economic development department located at 115 City Hall Ave. Rm. 201.

Please contact my office directly should you have any questions or concerns.

<https://www.gardner-ma.gov/156/Zoning-Board>

Respectfully,

Building Commissioner/  
Zoning Enforcement Officer

**Any person aggrieved by an order or decision of the Inspector of Buildings may file an appeal within thirty days from the date of the order or decision which is being appealed. The petitioner shall file a notice of appeal specifying the grounds thereof, with the city or town clerk.**

**Mission Statement**

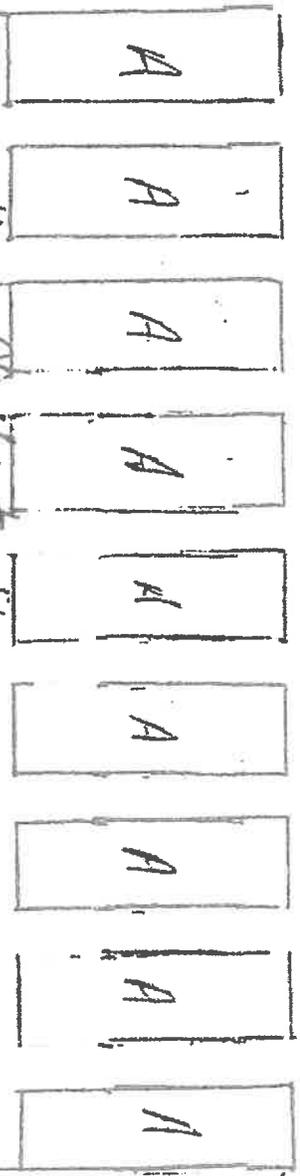
**To promote the safe and compatible development of the community through fair and consistent enforcement of building codes and zoning ordinances**

PARKER  
6/10/55

65'

Railroad Tracks

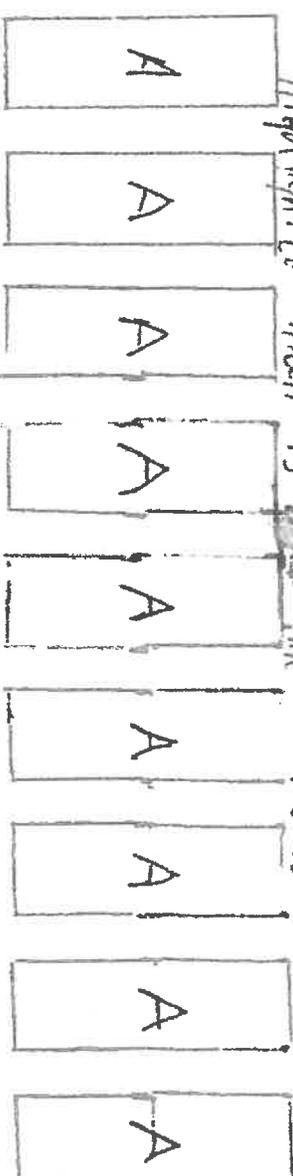
14



Hog Chestnut St.

Scale 1" = 12'

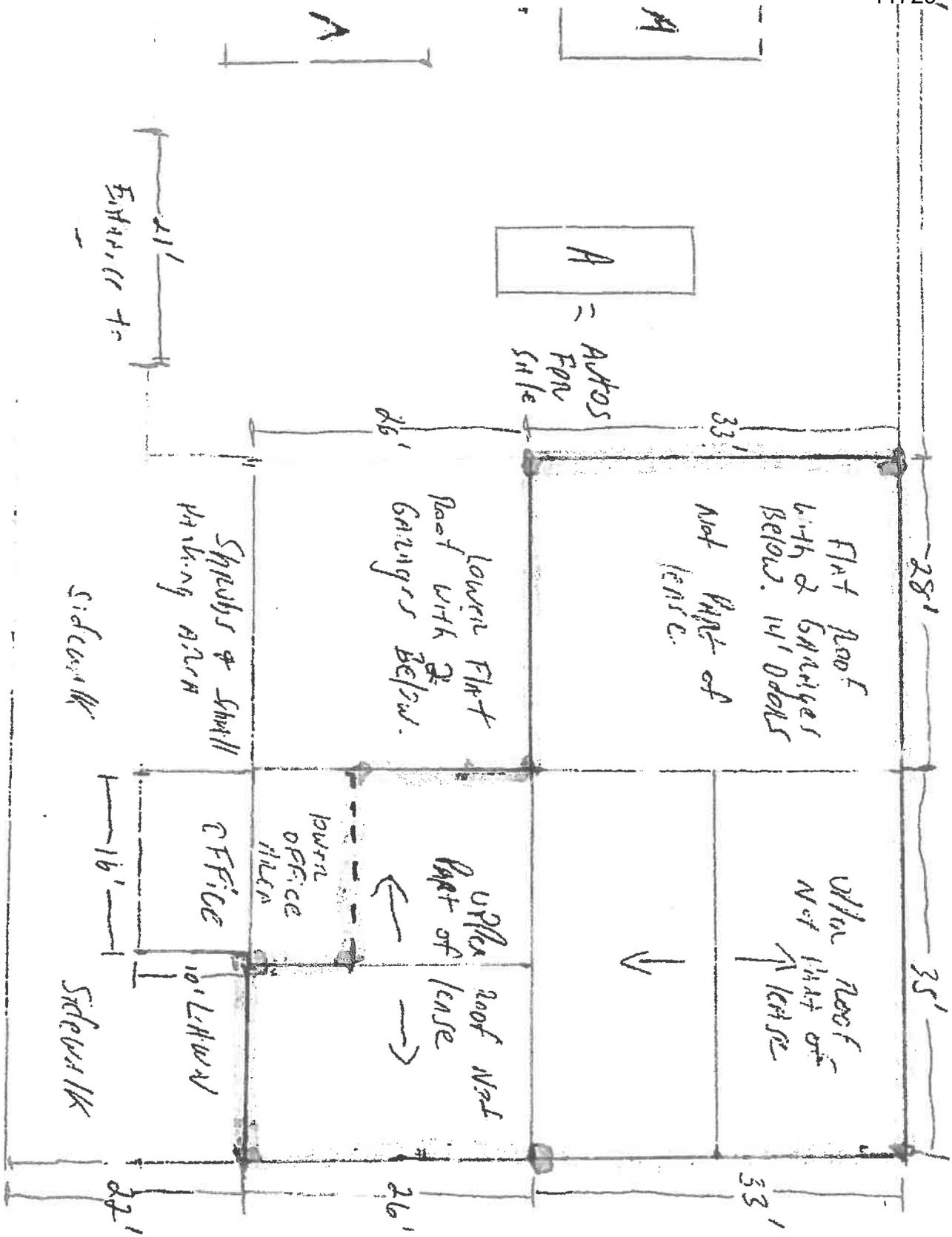
Highlighted Area is ~~not~~ Part of the Series



Side walk

Side walk

Chestnut



12



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

**October 23, 2025**

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**FJ DRIVEZONE CORP**

is a domestic corporation organized on **October 21, 2025**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed by: QL

QC by: TAA

**CITY OF GARDNER****DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING***Manca Annex, 115 Pleasant Street, Room 201, Gardner, MA 01440**Telephone: (978) 630-4014 ♦ Fax: (978) 632-1905***PLANNING BOARD REVIEW & RECOMMENDATION**

**To:** Titi Siriphan – City Clerk  
**Cc:** George Tyros – President, City Council  
**From:** Jason Stevens – Director, Community Development & Planning  
**Date:** November 13, 2025  
**Re:** *Item 11688 – Planning Board Referral & Recommendation*

To all parties,

Following the joint public meeting held on Monday, November 3, 2025, between the City Council and the Planning Board to review Item 11688, - *An Ordinance to Amend Chapter 675 of the Code of the City of Gardner, Thereof Entitled “Zoning” to allow for the operation and use of cottage kitchens in residential districts within the City of Gardner*, the Planning Board hereby issues its formal recommendation.

The Planning Board recommends the adoption of the ordinance as presented and respectfully submits this recommendation to the City Council for its final consideration and action.

Thank you,

Jason Stevens  
 Director of Community Development & Planning  
 Gardner City Hall  
 115 Pleasant Street, Room 201  
 Gardner, MA 01440

**CITY OF GARDNER**

**DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING**

*Manca Annex, 115 Pleasant Street, Room 201, Gardner, MA 01440*

*Telephone: (978) 630-4014 ♦ Fax: (978) 632-1905*



**PLANNING BOARD – PUBLIC HEARING RECOMMENDATION**

Dear Mrs. Siriphan,

On Tuesday, October 14, with a vote of 3-0, the Planning Board motioned to recommend that a joint public hearing of the City Council and the Planning Board be scheduled for Monday, November 3, 2025, at 6:30 PM in the City Council Chambers, 95 Pleasant Street, Gardner, MA 01440 to consider the following proposed zoning ordinances:

**Item 11688** – An Ordinance to Amend Chapter 675 of the Code of the City of Gardner, thereof entitled “Zoning,” to allow for the operation and use of cottage kitchens in residential districts within the City of Gardner.

Item 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 of Gardner.

Please initiate the necessary legal notice and publication procedures required under M.G.L. Chapter 40A, Section 5, to ensure proper public notification and advertisement of the hearing.

Thank you for your attention and coordination in scheduling this joint hearing. Please let me know if any further materials are needed for inclusion with the public notice.

Sincerely,

Jason Stevens  
Director of Community Development & Planning  
City of Gardner

RECEIVED  
2025 OCT 17 A 10:24  
CITY OF GARDNER  
PLANNING BOARD



# City of Gardner

**RECEIVED**

2025 SEP -5 A 8:20

CITY CLERK'S OFFICE  
GARDNER, MA

September 5, 2025

Hon. Judy A. Mack, Chair  
And Welfare Committee Members  
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 Allow for The Operation and Use of Cottage Kitchens in Residential Districts  
Within the City of Gardner

Dear Madam Chair and Welfare Committee Members,

We hereby submit this Zoning Ordinance Proposal for your review and consideration.

Respectfully Submitted,

George Tyros  
President, Gardner City Council  
Councillor At-Large

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 ALLOW FOR THE OPERATION AND USE OF COTTAGE KITCHENS IN RESIDENTIAL DISTRICTS WITHIN THE CITY OF GARDNER**

**PREAMBLE:**

WHEREAS, the City of Gardner, Massachusetts is a growing community committed to strengthening its role as a hub of commerce, culture, and opportunity in North Central Massachusetts; and

WHEREAS, the City recognizes the importance of fostering an environment that is business friendly and supportive of both new and existing enterprises; and

WHEREAS, the City seeks to promote responsible growth and development in ways that balance economic vitality, housing opportunity, and community character; and

WHEREAS, the City is actively working to adopt new and innovative policies, practices, and zoning reforms that reduce unnecessary barriers to investment while ensuring quality development standards; and

WHEREAS, the City acknowledges that modern approaches to zoning and land use are essential to attract new businesses, support workforce expansion, and enhance overall economic competitiveness; and

WHEREAS, the City of Gardner has committed to creating a forward-thinking regulatory framework that encourages innovation, entrepreneurship, and sustainable growth;

**NOW THEREFORE,** Be it ordained by the City Council of the City of Gardner, as follows:

**SECTION 1:** That §675-210 of the Code of the City of Gardner, entitled "*Definitions*", is hereby amended by inserting the following definition in alphabetical order:

**Cottage Kitchen**

A small-scale, home-based food preparation use conducted within a residential dwelling, operated by the resident of the dwelling, and producing food items in compliance with applicable state and local health regulations for direct sale to consumers. A Cottage Kitchen shall not include restaurants, take-out food service, or large-scale food manufacturing, and shall be clearly incidental and secondary to the residential use of the property.

**SECTION 2:** That Attachment 1 of Chapter 675 of the Code of the City of Gardner, thereof entitled "Table of Uses" be amended by inserting the following row, in alphabetical order within the "Business Uses" column:

<b>Business Uses</b>	<b>SF1</b>	<b>RR2</b>	<b>GR3</b>	<b>COM1</b>	<b>COM2</b>	<b>IND1</b>	<b>IND2</b>
Cottage Kitchen	P	P	P	NP	NP	NP	NP

**SECTION 3.** This ordinance shall take effect upon passage and publication as required by law.

**CITY OF GARDNER****DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING***Manca Annex, 115 Pleasant Street, Room 201, Gardner, MA 01440**Telephone: (978) 630-4014 ♦ Fax: (978) 632-1905***PLANNING BOARD REVIEW & RECOMMENDATION**

**To:** Titi Siriphan – City Clerk  
**Cc:** George Tyros – President, City Council  
**From:** Jason Stevens – Director, Community Development & Planning  
**Date:** November 13, 2025  
**Re:** *Item 11704 – Planning Board Referral & Recommendation*

To all parties,

Following the joint public meeting held on Monday, November 3, 2025, between the City Council and the Planning Board to review Item 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 of Gardner*, the Planning Board hereby issues its formal recommendation.

The Planning Board recommends the following inclusion for the proposed *Section 675-820: Accessory Dwelling Units (ADUs)* to be compliant with the below section of MGL Chapter 40A Section 1A:

"Accessory dwelling unit", a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that:

(ii) is not larger in floor area than 1/2 the floor area of the principal dwelling or 900 square feet, whichever is smaller;

The board respectfully submits this recommendation with intent to change the proposed *Section 675-820(D)1* to the following:

1. **Maximum Size:** An ADU shall not exceed ½ the gross floor area of the principal dwelling or 1,250 square feet of gross floor area, whichever is smaller.

The Planning Board respectfully submits this recommendation to the City Council for its final consideration and action.

Thank you,

Jason Stevens  
 Director of Community Development & Planning  
 Gardner City Hall  
 115 Pleasant Street, Room 201  
 Gardner, MA 01440

**CITY OF GARDNER****DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING***Manca Annex, 115 Pleasant Street, Room 201, Gardner, MA 01440**Telephone: (978) 630-4014 ♦ Fax: (978) 632-1905***PLANNING BOARD – PUBLIC HEARING RECOMMENDATION**

Dear Mrs. Siriphan,

On Tuesday, October 14, with a vote of 3-0, the Planning Board motioned to recommend that a joint public hearing of the City Council and the Planning Board be scheduled for Monday, November 3, 2025, at 6:30 PM in the City Council Chambers, 95 Pleasant Street, Gardner, MA 01440 to consider the following proposed zoning ordinances:

Item 11688 – An Ordinance to Amend Chapter 675 of the Code of the City of Gardner, thereof entitled “Zoning,” to allow for the operation and use of cottage kitchens in residential districts within the City of Gardner.

Item 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 of Gardner.

Please initiate the necessary legal notice and publication procedures required under M.G.L. Chapter 40A, Section 5, to ensure proper public notification and advertisement of the hearing.

Thank you for your attention and coordination in scheduling this joint hearing. Please let me know if any further materials are needed for inclusion with the public notice.

Sincerely,

Jason Stevens  
 Director of Community Development & Planning  
 City of Gardner

RECEIVED  
 2025 OCT 17 A 10:24  
 CITY CLERK'S OFFICE  
 GARDNER, MA



# City of Gardner

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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 1250 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

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

**S675-590: 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;

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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
<b>Residential Uses</b>							
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 Requirements<sup>1</sup>**

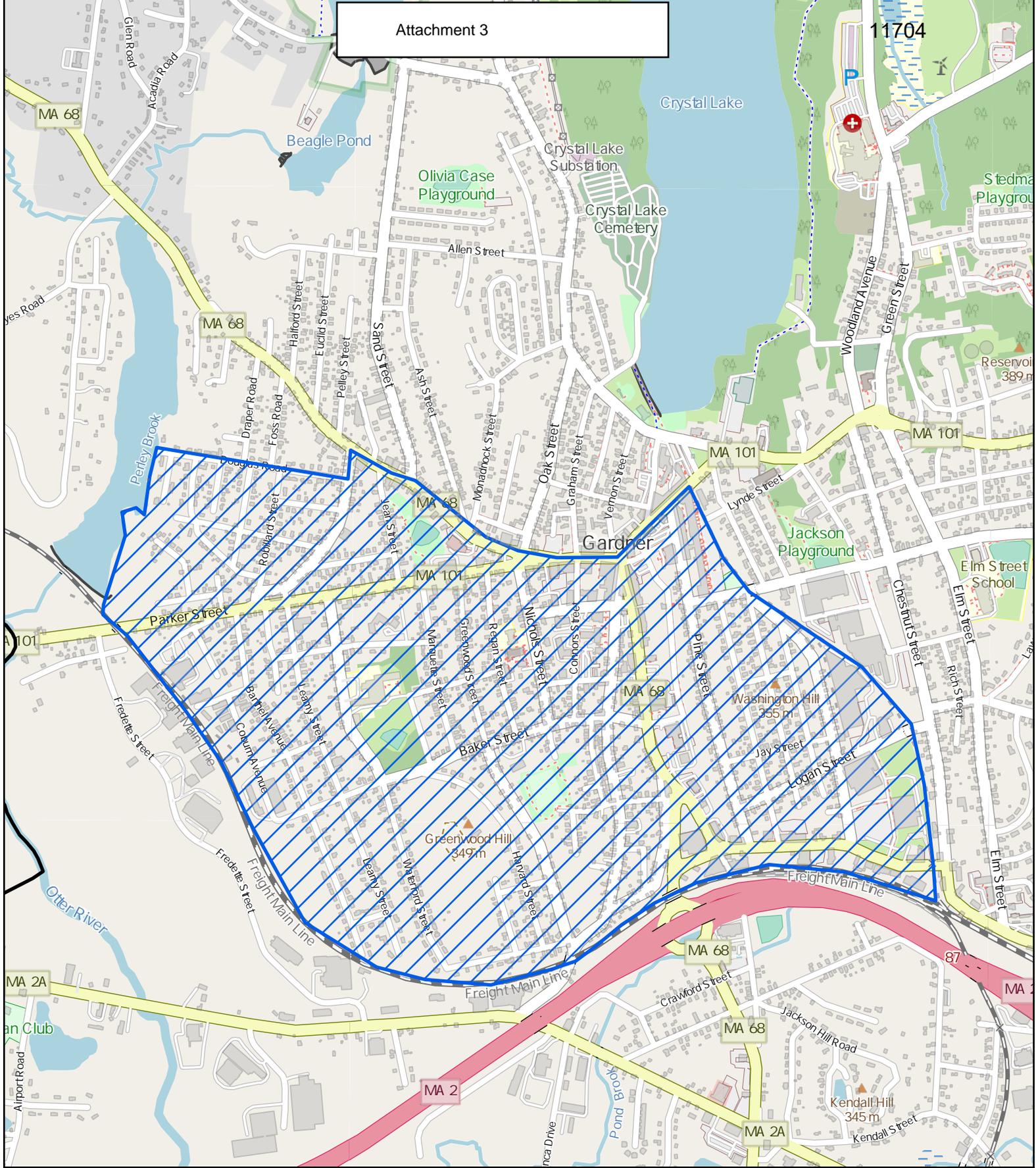
District	Minimum Lot Dimensions		Minimum Yard Dimensions in Feet			Maximum Height of Building		Maximum Lot Coverage with Impervious Surface	Open Space Required
	Area (Square Feet)	Frontage (Feet)	Front	Side	Rear	Stories	Feet		
Single Family Residential 1	8,000	75	20	15	20	4	48	75%	25%
Rural Residential 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 <sup>1</sup>	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	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	15	180	85%	15%

<sup>1</sup> 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.

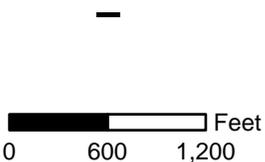
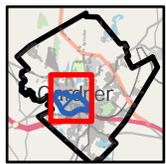
<sup>2</sup> Where the rear lot line in such zones abuts a rail track, the rear setback shall be reduced to five feet.

Attachment 3

11704



# CITY OF GARDNER HOUSING PRIORITY ZONE





City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

Hon. George 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 Certification of the FY2026 Tax Rate, Tax Recapitulation Form, and Levy Limit Worksheet

Dear Mr. President and Councilors,

On Wednesday, November 5, 2025, the Massachusetts Department of Revenue, Division of Local Services officially certified the City's FY2026 Tax Rate, Tax Recapitulation Form, and Levy Limit Worksheet.

This concludes all preparation materials that need to be completed by the end of the 2025 Calendar year in order for the actual tax bills to be issued for the final two (2) quarters of the fiscal year.

Our tax rate was officially certified at \$13.77. A copy of the recapitulation form and levy limit worksheet are attached here.

I would like to thank City Auditor John Richard and City Assessor Christine Kumar for their assistance in getting these processes completed.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

**I. TAX RATE SUMMARY**

la. Total amount to be raised (from page 2, IIe)	\$ 99,077,207.58
lb. Total estimated receipts and other revenue sources (from page 2, IIIe)	63,991,280.77
lc. Tax Levy (Ia minus Ib)	\$ 35,085,926.81
ld. Distribution of Tax Rates and levies	

CLASS	(b) Levy percentage (from LA5)	(c) Ic above times each percent in col (b)	(d) Valuation by class (from LA-5)	(e) Tax Rates (c) / (d) x 1000	(f) Levy by class (d) x (e) / 1000
Residential	84.852477	29,771,277.84	2,162,039,059.00	13.77	29,771,277.84
Net of Exempt					
Open Space	0.000000	0.00	0.00	0.00	0.00
Commercial	7.266017	2,549,349.45	185,137,941.00	13.77	2,549,349.45
Net of Exempt					
Industrial	3.503965	1,229,398.54	89,280,940.00	13.77	1,229,398.54
<b>SUBTOTAL</b>	<b>95.622459</b>		<b>2,436,457,940.00</b>		<b>33,550,025.83</b>
Personal	4.377541	1,535,900.98	111,539,650.00	13.77	1,535,900.98
<b>TOTAL</b>	<b>100.000000</b>		<b>2,547,997,590.00</b>		<b>35,085,926.81</b>

MUST EQUAL 1C

**Signatures**

**Assessors**

Charles R. Leblanc, Assessor , Gardner , leblanc37@comcast.net 978-630-4004 | 10/30/2025 3:38 PM

**Comment:**

Christine Marie Kumar, City Assessor , Gardner , ckumar@gardner-ma.gov 978-630-4004 | 10/30/2025 3:37 PM

**Comment:**

Paulette A. Burns, Assessor , Gardner , duncan.burns75@gmail.com 978-630-4004 | 10/30/2025 3:39 PM

**Comment:**

**Documents**

No documents have been uploaded.

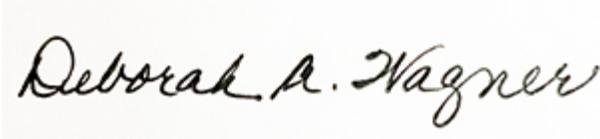
Do Not Write Below This Line --- For Department of Revenue Use Only

**Reviewed By:** Nick Cantella  
**Date:** 11/05/2025  
**Approved:** Jared Curtis  
**Director of Accounts:** Deborah A. Wagner

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

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A handwritten signature in black ink on a light gray rectangular background. The signature reads "Deborah A. Wagner" in a cursive script.

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

**II. Amounts to be raised**

Ila. Appropriations (col.(b) through col.(g) from page 4)	<b>96,158,344.22</b>
Ilb. Other amounts to be raised	
1. Amounts certified for tax title purposes	<u>0.00</u>
2. Debt and interest charges not included on page 4	0.00
3. Final Awards	0.00
4. Retained Earnings Deficit	0.00
5. Total cherry sheet offsets (see cherry sheet 1-ER)	968,075.00
6. Revenue deficits	0.00
7. Offset receipts deficits Ch. 44, Sec. 53E	0.00
8. CPA other unappropriated/unreserved	<u>0.00</u>
9. Snow and ice deficit Ch. 44, Sec. 31D	0.00
10. Other :	0.00
TOTAL Ilb (Total lines 1 through 10)	<u><b>968,075.00</b></u>
Ilc. State and county cherry sheet charges (C.S. 1-EC)	1,782,883.00
Ild. Allowance for abatements and exemptions (overlay)	167,905.36
Ile. Total amount to be raised (Total Ila through Ild)	<u><b>99,077,207.58</b></u>

**III. Estimated receipts and other revenue sources**

IIIa. Estimated receipts - State	
1. Cherry sheet estimated receipts (C.S. 1-ER Total)	39,334,116.00
2. Massachusetts school building authority payments	0.00
TOTAL IIIa	<u><b>39,334,116.00</b></u>
IIIb. Estimated receipts - Local	
1. Local receipts not allocated (page 3, col (b) Line 24)	<u><b>7,458,405.00</b></u>
2. Offset Receipts (Schedule A-1)	<u>0.00</u>
3. Enterprise Funds (Schedule A-2)	<u><b>13,733,909.77</b></u>
4. Community Preservation Funds (See Schedule A-4)	<u>0.00</u>
TOTAL IIIb	<u><b>21,192,314.77</b></u>
IIIc. Revenue sources appropriated for particular purposes	
1. Free cash (page 4, col (c))	<u><b>3,150,168.00</b></u>
2. Other available funds (page 4, col (d))	<u><b>314,682.00</b></u>
TOTAL IIIc	<u><b>3,464,850.00</b></u>
IIId. Other revenue sources appropriated specifically to reduce the tax rate	
1a. Free cash..appropriated on or before June 30, 2025	0.00
1b. Free cash..appropriated on or after July 1, 2025	0.00

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

2.	Municipal light surplus	0.00	
3.	Other source :	0.00	
	TOTAL III d		<u>0.00</u>
III e.	Total estimated receipts and other revenue sources (Total III a through III d)		<u>63,991,280.77</u>
<b>IV. Summary of total amount to be raised and total receipts from all sources</b>			
a.	Total amount to be raised (from II e)		<u>99,077,207.58</u>
b.	Total estimated receipts and other revenue sources (from III e)	<u>63,991,280.77</u>	
c.	Total real and personal property tax levy (from I c)	<u>35,085,926.81</u>	
d.	Total receipts from all sources (total IV b plus IV c)		<u>99,077,207.58</u>

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

LOCAL RECEIPTS NOT ALLOCATED \*

	Receipt Type Description	(a) Actual Receipts Fiscal 2025	(b) Estimated Receipts Fiscal 2026	Percentage Change
==>	1. MOTOR VEHICLE EXCISE	2,562,975.00	2,538,113.00	-0.97
	2. OTHER EXCISE			
==>	a.Meals	394,108.00	460,800.00	16.92
==>	b.Room	213,804.00	216,999.00	1.49
==>	c.Other	0.00	0.00	0.00
==>	d.Cannabis	301,818.00	201,521.00	-33.23
==>	3. PENALTIES AND INTEREST ON TAXES AND EXCISES	394,855.00	380,629.00	-3.60
	4. PAYMENTS IN LIEU OF TAXES			
==>	a.Solar Payment in Lieu of Taxes	0.00	0.00	0.00
==>	b.All Other Payment in Lieu of Taxes	14,628.00	15,226.00	4.09
	5. CHARGES FOR SERVICES - WATER	0.00	0.00	0.00
	6. CHARGES FOR SERVICES - SEWER	0.00	0.00	0.00
	7. CHARGES FOR SERVICES - HOSPITAL	0.00	0.00	0.00
	8. CHARGES FOR SERVICES - SOLID WASTE FEES	0.00	0.00	0.00
	9. OTHER CHARGES FOR SERVICES	0.00	0.00	0.00
	10. FEES			
	a.Cannabis Impact Fee	0.00	0.00	0.00
	b.Community Impact Fee Short Term Rentals	0.00	0.00	0.00
	c.Other Fees	1,543,183.00	1,586,284.00	2.79
	11. RENTALS	100,906.00	95,020.00	-5.83
	12. DEPARTMENTAL REVENUE - SCHOOLS	0.00	0.00	0.00
	13. DEPARTMENTAL REVENUE - LIBRARIES	0.00	0.00	0.00
	14. DEPARTMENTAL REVENUE - CEMETERIES	0.00	0.00	0.00
	15. DEPARTMENTAL REVENUE - RECREATION	0.00	0.00	0.00
	16. OTHER DEPARTMENTAL REVENUE	259,841.00	298,760.00	14.98
	17. LICENSES AND PERMITS			
	a.Building Permits	352,892.00	352,523.00	-0.10
	b.Other licenses and permits	174,238.00	165,653.00	-4.93
	18. SPECIAL ASSESSMENTS	0.00	0.00	0.00
==>	19. FINES AND FORFEITS	93,213.00	68,342.00	-26.68
==>	20. INVESTMENT INCOME	576,381.00	507,000.00	-12.04
==>	21. MEDICAID REIMBURSEMENT	473,078.00	344,585.00	-27.16
==>	22. MISCELLANEOUS RECURRING	260,122.00	226,950.00	-12.75

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

	Receipt Type Description	(a) Actual Receipts Fiscal 2025	(b) Estimated Receipts Fiscal 2026	Percentage Change
23.	MISCELLANEOUS NON-RECURRING	81.00	0.00	-100.00
24.	<b>Totals</b>	<b>7,716,123.00</b>	<b>7,458,405.00</b>	<b>-3.34</b>

**Signatures**

**Accounting Officer**

I hereby certify that the actual receipts as shown in column (a) are, to the best of my knowledge correct and complete, and I further certify that I have examined the entries made on page 4 of the above-indicated fiscal year tax rate recapitulation form by the City / Town / District Clerk and hereby acknowledge that such entries correctly reflect the appropriations made and the sources from which such appropriations are to be met.

**John Richard, City Auditor , Gardner , jrRichard@gardner-ma.gov 978-630-4005 | 10/28/2025 4:17 PM**

**Comment:**

**Documents**

No documents have been uploaded.

\* Do not include receipts in columns (a) or (b) that were voted by the City / Town / District Council or Town Meeting as offset receipts on Schedule A-1, enterprise funds on Schedule A-2, or departmental revolving funds per Chapter 44, Section 53E 1/2. The Recap Page 3 Support form must be submitted to support increases / decreases of estimated receipts to actual receipts.  
 ==> The Recap Page 3 Support form must be submitted to support increases/ decreases of FY 2026 estimated receipts to FY 2025 estimated receipts to be used in calculating the Municipal Revenue Growth Factor (MRGF). The Recap Page 3 Support form must be submitted to list each receipt type included in rows 22 and 23, Miscellaneous Recurring and Non-Recurring.

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

APPROPRIATIONS										AUTHORIZATIONS		
City/Town Council or Town Meeting Dates	FY*	(a) Total Appropriations Of Each Meeting	(b) From Raise and Appropriate	(c) From Free Cash (See B-1)	(d) From Other Available Funds (See B-2)	(e) From Offset Receipts (See A-1)	(f) From Enterprise Funds (See A-2)	(g) From Community Preservation Funds (See A-4)	(h) Departmental Revolving Funds	(i) Borrowing Authorization (Other)	MEMO ONLY	
11/19/2024	2025	77,000.00	0.00	0.00	0.00	0.00	77,000.00	0.00	0.00	0.00		
11/19/2024	2025	95,000.00	0.00	95,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
11/19/2024	2025	100,000.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
11/19/2024	2025	75,000.00	0.00	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
11/19/2024	2025	26,362.00	0.00	26,362.00	0.00	0.00	0.00	0.00	0.00	0.00		
11/19/2024	2025	263,617.00	0.00	263,617.00	0.00	0.00	0.00	0.00	0.00	0.00		
11/19/2024	2025	131,809.00	0.00	131,809.00	0.00	0.00	0.00	0.00	0.00	0.00		
12/04/2024	2025	356,049.00	0.00	356,049.00	0.00	0.00	0.00	0.00	0.00	0.00		
12/04/2024	2025	100,000.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
12/19/2024	2025	800,000.00	0.00	0.00	0.00	0.00	800,000.00	0.00	0.00	0.00		
12/19/2024	2025	150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00	0.00	0.00		
06/17/2025	2025	31,502.00	0.00	31,502.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	31,502.00	0.00	31,502.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	350,000.00	0.00	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	130,000.00	0.00	0.00	0.00	0.00	130,000.00	0.00	0.00	0.00		
06/17/2025	2025	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	170,000.00	0.00	170,000.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	31,500.00	0.00	31,500.00	0.00	0.00	0.00	0.00	0.00	0.00		
06/17/2025	2025	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00		
06/17/2025	2025	260,000.00	0.00	260,000.00	0.00	0.00	0.00	0.00	0.00	0.00		

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

City/Town Council or Town Meeting Dates	FY*	(a) Total Appropriations Of Each Meeting	(b) ** From Raise and Appropriate	(c) From Free Cash (See B-1)	(d) From Other Available Funds (See B-2)	(e) From Offset Receipts (See A-1)	(f) From Enterprise Funds (See A-2)	(g) From Community Preservation Funds (See A-4)	(h) *** Departmental Revolving Funds	(i) Borrowing Authorization (Other)
06/17/2025	2025	30,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	30,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00
06/17/2025	2025	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00
06/17/2025	2025	32,000.00	0.00	0.00	0.00	0.00	32,000.00	0.00	0.00	0.00
06/17/2025	2025	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	39,938.00	0.00	0.00	0.00	0.00	39,938.00	0.00	0.00	0.00
06/17/2025	2025	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	54,000.00	0.00	0.00	0.00	0.00	54,000.00	0.00	0.00	0.00
06/17/2025	2025	575,000.00	0.00	575,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
06/17/2025	2025	62,000.00	0.00	0.00	0.00	0.00	62,000.00	0.00	0.00	0.00
06/17/2025	2025	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00	0.00	0.00
06/17/2025	2025	90,000.00	0.00	90,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	40,000.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	31,502.00	0.00	31,502.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
06/17/2025	2025	130,000.00	0.00	130,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	105,825.00	0.00	105,825.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	20,000.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00

**TAX RATE RECAPITULATION**  
**Fiscal Year 2026**

City/Town Council or Town Meeting Dates	FY*	(a) Total Appropriations Of Each Meeting	(b) ** From Raise and Appropriate	(c) From Free Cash (See B-1)	(d) From Other Available Funds (See B-2)	(e) From Offset Receipts (See A-1)	(f) From Enterprise Funds (See A-2)	(g) From Community Preservation Funds (See A-4)	(h) *** Departmental Revolving Funds	(i) Borrowing Authorization (Other)
06/17/2025	2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265,000.00	0.00
06/17/2025	2025	14,024,682.60	14,024,682.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	29,060,808.00	29,060,808.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	36,715,187.00	36,715,187.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	10,217,011.54	0.00	0.00	0.00	0.00	10,217,011.54	0.00	0.00	0.00
06/17/2025	2025	264,092.00	0.00	0.00	264,092.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	50,590.00	0.00	0.00	50,590.00	0.00	0.00	0.00	0.00	0.00
06/17/2025	2025	94,310.00	0.00	0.00	0.00	0.00	94,310.00	0.00	0.00	0.00
10/20/2025	2026	512,699.17	0.00	0.00	0.00	0.00	512,699.17	0.00	0.00	0.00
09/15/2025	2026	154,951.06	0.00	0.00	0.00	0.00	154,951.06	0.00	0.00	0.00
09/15/2025	2026	205,589.23	205,589.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/07/2025	2026	183,317.62	183,317.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>96,158,344.22</b>	<b>80,189,584.45</b>	<b>3,150,168.00</b>	<b>314,682.00</b>	<b>0.00</b>	<b>12,503,909.77</b>	<b>0.00</b>		

\* Enter the fiscal year to which the appropriation relates.

\*\* Appropriations included in column (b) must not be reduced by local receipts or any other funding source. Appropriations must be entered gross to avoid a duplication in the use of estimated or other sources of receipts.

\*\*\* Include only revolving funds pursuant to Chapter 44, Section 53 E 1/2.

Signatures

Clerk

I hereby certify that the appropriations correctly reflect the votes taken by City / Town / District Council.

**Titi Siriphan, City Clerk , Gardner , tsiriphan@gardner-ma.gov 978-630-4058 | 10/31/2025 10:05 AM**

Comment:

**TAX RATE RECAPITULATION**

**Fiscal Year 2026**

**Documents**

No documents have been uploaded.

**Levy Limit  
Fiscal Year 2027**

FOR BUDGET PLANNING PURPOSES

**I. TO CALCULATE THE FY 2026 LEVY LIMIT**

A. FY 2025 Levy Limit	33,930,056	
A1. Amended FY 2025 Growth	2,754	
B. ADD (IA + IA1)*2.5%	848,320	
C. ADD FY 2026 New Growth	344,698	
C1. ADD FY 2026 New Growth Adjustment	0	
D. ADD FY 2026 Override	0	
E. FY 2026 Subtotal	<b>35,125,828</b>	
F. FY 2026 Levy Ceiling	63,699,940	I. <u>35,125,828</u> FY 2026 Levy Limit

**II. TO CALCULATE THE FY 2027 LEVY LIMIT**

A. FY 2026 Levy Limit from I	35,125,828	
A1. Amended FY 2026 Growth	0	
B. ADD (IIA + IIA1)*2.5%	878,146	
C. ADD FY 2027 New Growth	0	
C1. ADD FY 2027 New Growth Adjustment	0	
D. ADD FY 2027 Override	0	
E. ADD FY 2027 Subtotal	<b>36,003,974</b>	
F. FY 2027 Levy Ceiling	0	II. <u>0</u> FY 2027 Levy Limit

**III. TO CALCULATE THE FY 2027 MAXIMUM ALLOWABLE LEVY**

A. FY 2027 Levy Limit from II.	0
B. FY 2027 Debt Exclusion(s)	0
C. FY 2027 Capital Expenditure Exclusion(s)	0
D. FY 2027 Stabilization Fund Override	0
E. FY 2027 Other Adjustment :	0
F. FY 2027 Water/Sewer	0
G. FY 2027 Maximum Allowable Levy	<b>0</b>

**Signatures**

No signatures to display.

**Documents**

No documents have been uploaded.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

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

RE: A Measure Authorizing the City to Enter into a Contract for up to Five (5) Years for On-Call Engineering Services for the Gardner Municipal Airport

Dear Mr. President and Councilors,

The General Laws of the Commonwealth require that all contracts that have the option of extending for over three (3) years but no more than five (5) years to receive legislative approval for offering the longer term.

These longer term contracts allow the City to obtain more competitive pricing when going out to bid for these services.

As the Gardner Municipal Airport goes through its master planning process and infrastructure improvement plan, this on-call engineering service would help guide both the projects and planning that comes in order to better prepare for the future of the facility.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AUTHORIZING FIVE-YEAR CONTRACT PERIOD  
ON CALL ENGINEERING SERVICES

VOTED: To authorize the City to enter into a contract not to exceed five (5) years for On Call Engineering Services, pursuant to the provisions of Massachusetts General Law, Chapter 30B, section 12 and under the terms outlined in the Purchasing Agent's October 7, 2025, Memorandum.

CITY OF GARDNER  
PURCHASING DEPARTMENT

Room 217 - City Hall  
95 Pleasant Street  
Gardner, MA 01440-2687



Joshua Cormier, Director  
jcormier@gardner-ma.gov  
Telephone (978) 632-0426

TO: Gardner City Council  
Mayor Michael J. Nicholson

FROM: Joshua Cormier, Purchasing Agent

DATE: October 7, 2025

SUBJECT: Request for 5-year contract

According to MGL c 30B, any contract that exceeds three years must be approved by a majority vote by the City Council.

I respectfully request permission from the Gardner City Council to seek up to a five-year contract (including renewals) for the below listed projects. Following compliance with procurement requirements, all such contracts will continue only if the contracted vendor(s) is in good standing.

- On-Call Engineering Services - Airport

My intention to seek a longer-term contract is to attract more competitive rates from vendors and to conduct more effective contract management.

If you have any questions or concerns, please feel free to contact me for additional details.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

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

RE: A Measure Authorizing the Payment of a Prior Fiscal Year Salary Expenditure- Board of Health and Conservation Commission

Dear Mr. President and Councilors,

The General Laws of the Commonwealth require that any expenditures that missed payment during a previous fiscal year first receive legislative authorization before being paid out of the current fiscal year's appropriation.

This measure relates to stipend payments that were missed for one (1) member of the Board of Health and two (2) members of the Conservation Commission.

Corrections have been made for the current fiscal year to ensure these are not missed moving forward.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

## AUTHORIZING PAYMENT OF PRIOR YEAR SALARY EXPENDITURE

*ORDERED:* To authorize payment of prior year Board of Health/Conservation

Commission Member salary expenditure account for prior year, as follows:

FY2025	BOH/CON COMM SALARY ACCOUNT	\$750
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City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

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

RE: A Communication From the Mayor Regarding the Certification of FY2025 Free Cash and Retained Earnings

Dear Mr. President and Councilors,

As you are aware, following the official closing of every fiscal year, the Massachusetts Department of Revenue certifies general fund free cash and enterprise fund retained earnings. The City was notified that these items were certified on October 21, 2025.

General Fund Free Cash: \$2,019,510  
Sewer Enterprise Retained Earnings: \$4,058,665  
Water Enterprise Retained Earnings: \$1,545,515  
Golf Course Enterprise Retained Earnings: \$1,110,954  
Landfill Enterprise Retained Earnings: \$115,446  
Solid Waste Enterprise Retained Earnings: \$433,794

These funds are comprised of budgetary revenues that came in over budget and expenditures that came in under budget. Enterprise Accounts also retain the balance that was carried over from any previous fiscal year, whereas general fund free cash is only from the previous fiscal year.

The official certification notification sent to us by the Commonwealth is attached to this correspondence.

Please note, that this is considered FY2025 Free Cash, because the funding came from revenue surpluses and expenditures that came in under budget for the FY2025 year.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

**Free Cash Certification**  
**Free Cash Calculation - Fiscal Year 2026**

<b>Begin:</b>	
<b>Unreserved Undesignated Fund Balance</b>	2,166,033.00
<b>Subtract:</b>	
<b>Personal Property Tax Receivable</b>	109,962.00
<b>Real Estate Tax Receivable</b>	1,064,728.00
<b>Other Receivables in Deferred Revenue</b>	
	0.00
<b>Total</b>	<b>0.00</b>
<b>Other Receivables, Overdrawn Accounts, Deficits</b>	
<b>CPF: Complete Street Grant Expense</b>	2,582.00
<b>SRF: FY23 Comm One Stop Site Read E</b>	46,132.00
<b>SRF: MA Hazard Mitigation Plan Update Grant</b>	15,488.00
<b>SRF: FY24 L ISL Sound Nitro Rem</b>	2,271.00
<b>SRF: FY2018 BG18 Grant</b>	8,274.00
<b>SRF: FY2021 BH21 Grant</b>	363.00
<b>SRF: FY2022 BG22&amp;FY23 Grant</b>	3,560.00
<b>Prepaid Payroll</b>	110.00
<b>Total</b>	<b>78,780.00</b>
<b>Free Cash Voted from Town Meeting Not Recorded</b>	0.00
<b>Add:</b>	
<b>Circuit Breaker, Other Closed Accounts, Adjustments:</b>	
	0.00
<b>Total</b>	<b>0.00</b>
<b>Deferred Revenue (Credit Balance+, Debit Balance-)</b>	1,106,947.00
<b>Free Cash Calculation for 2025</b>	<b>2,019,510.00</b>
<b>Reviewed By:</b>	<b>Nick Cantella</b>
<b>Certified On:</b>	<b>10/21/2025</b>

**Free Cash Certification**  
**Retained Earnings Calculation - SEWER - Fiscal Year 2026**

Enterprise Fund Number	A-2(1ST)
Type of Enterprise Fund	Sewer
Name of Enterprise Fund/Statutory Reference	SEWER

<b>Part I Cash</b>	5,672,243.00
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**Current Liabilities, Designations of Fund Balance:**

Accounts Payable	64,825.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	1,548,753.00
Expenditures	0.00
Continuing Appropriations	0.00

**Other Liabilities**

	0.00
<b>Total</b>	<b>1,613,578.00</b>

<b>Cash less Current Liabilities</b>	<b>4,058,665.00</b>
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<b>Part II Retained Earnings, Undesignated</b>	4,058,665.00
--	--------------

**Accounts Receivable (net):**

User Fees	0.00
<b>Other Accounts Receivable</b>	
	0.00
<b>Total</b>	<b>0.00</b>

<b>Undesignated Retained Earnings Less Accounts Receivable</b>	<b>4,058,665.00</b>
--	---------------------

**Fixed Assets**

**Debits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Credits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Free Cash Certification**

**Retained Earnings Calculation - SEWER - Fiscal Year 2026**

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<b>Fixed Assets Variance (Debits - Credits)</b>	<i>0.00</i>
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**Free Cash Certification**  
**Retained Earnings Calculation - WATER - Fiscal Year 2026**

Enterprise Fund Number	A-2(2ND)
Type of Enterprise Fund	Water
Name of Enterprise Fund/Statutory Reference	WATER

<b>Part I Cash</b>	2,530,047.00
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**Current Liabilities, Designations of Fund Balance:**

Accounts Payable	48,889.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	935,643.00
Expenditures	0.00
Continuing Appropriations	0.00

**Other Liabilities**

	0.00
<b>Total</b>	<b>984,532.00</b>

<b>Cash less Current Liabilities</b>	<b>1,545,515.00</b>
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<b>Part II Retained Earnings, Undesignated</b>	<b>1,545,515.00</b>
--	---------------------

**Accounts Receivable (net):**

User Fees	0.00
<b>Other Accounts Receivable</b>	
	0.00
<b>Total</b>	<b>0.00</b>

<b>Undesignated Retained Earnings Less Accounts Receivable</b>	<b>1,545,515.00</b>
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**Fixed Assets**

**Debits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Credits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Free Cash Certification**  
**Retained Earnings Calculation - WATER - Fiscal Year 2026**

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<b>Fixed Assets Variance (Debits - Credits)</b>	<i>0.00</i>
---	-------------

**Free Cash Certification**  
**Retained Earnings Calculation - GOLF COURSE - Fiscal Year 2026**

Enterprise Fund Number	A-2(3RD)
Type of Enterprise Fund	GolfCourse
Name of Enterprise Fund/Statutory Reference	GOLF COURSE

<b>Part I Cash</b>	1,179,143.00
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**Current Liabilities, Designations of Fund Balance:**

Accounts Payable	45,021.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	23,168.00
Expenditures	0.00
Continuing Appropriations	0.00

**Other Liabilities**

	0.00
<b>Total</b>	<b>68,189.00</b>

<b>Cash less Current Liabilities</b>	<b>1,110,954.00</b>
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<b>Part II Retained Earnings, Undesignated</b>	1,110,954.00
--	--------------

**Accounts Receivable (net):**

User Fees	0.00
<b>Other Accounts Receivable</b>	
	0.00
<b>Total</b>	<b>0.00</b>

<b>Undesignated Retained Earnings Less Accounts Receivable</b>	<b>1,110,954.00</b>
--	---------------------

**Fixed Assets**

**Debits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Credits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Free Cash Certification**

**Retained Earnings Calculation - GOLF COURSE - Fiscal Year 2026**

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Fixed Assets Variance (Debits - Credits)	0.00
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**Free Cash Certification**  
**Retained Earnings Calculation - LANDFILL - Fiscal Year 2026**

Enterprise Fund Number	A-2(4TH)
Type of Enterprise Fund	TrashDisposal
Name of Enterprise Fund/Statutory Reference	LANDFILL

<b>Part I Cash</b>	250,760.00
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**Current Liabilities, Designations of Fund Balance:**

Accounts Payable	522.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	134,792.00
Expenditures	0.00
Continuing Appropriations	0.00
<b>Other Liabilities</b>	
	0.00
<b>Total</b>	<b>135,314.00</b>

<b>Cash less Current Liabilities</b>	<b>115,446.00</b>
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<b>Part II Retained Earnings, Undesignated</b>	115,446.00
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**Accounts Receivable (net):**

User Fees	0.00
<b>Other Accounts Receivable</b>	
	0.00
<b>Total</b>	<b>0.00</b>

<b>Undesignated Retained Earnings Less Accounts Receivable</b>	<b>115,446.00</b>
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**Fixed Assets**

**Debits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Credits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Free Cash Certification**  
**Retained Earnings Calculation - LANDFILL - Fiscal Year 2026**

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<b>Fixed Assets Variance (Debits - Credits)</b>	<i>0.00</i>
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**Free Cash Certification**  
**Retained Earnings Calculation - SOLID WASTE - Fiscal Year 2026**

Enterprise Fund Number	A-2(5TH)
Type of Enterprise Fund	TrashDisposal
Name of Enterprise Fund/Statutory Reference	SOLID WASTE

<b>Part I Cash</b>	767,758.00
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**Current Liabilities, Designations of Fund Balance:**

Accounts Payable	139,035.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	194,929.00
Expenditures	0.00
Continuing Appropriations	0.00

**Other Liabilities**

	0.00
<b>Total</b>	<b>333,964.00</b>

<b>Cash less Current Liabilities</b>	<b>433,794.00</b>
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<b>Part II Retained Earnings, Undesignated</b>	433,794.00
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**Accounts Receivable (net):**

User Fees	0.00
<b>Other Accounts Receivable</b>	
	0.00
<b>Total</b>	<b>0.00</b>

<b>Undesignated Retained Earnings Less Accounts Receivable</b>	<b>433,794.00</b>
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**Fixed Assets**

**Debits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Credits:**

	0.00
<b>Total</b>	<b>0.00</b>

**Free Cash Certification**

**Retained Earnings Calculation - SOLID WASTE - Fiscal Year 2026**

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Fixed Assets Variance (Debits - Credits)	0.00
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City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

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

RE: An Order Appropriating \$20,196.00 from Free Cash to the City Other Post Employee Benefits (OPEB) Stabilization Account

Dear Mr. President and Councilors,

The City's Administrative Financial Policies state that upon certification of Free Cash, the Mayor shall submit an appropriation request equivalent to one percent (1%) of certified free cash to be appropriated and deposited into the City's Other Post Employee Benefit (OPEB) Trust Fund.

With the Commonwealth's Department of Revenue certifying Free Cash at \$2,019,510.00, the attached appropriation request of \$20,196.00 reflects what these policies dictate.

While our OPEB Trust Fund is an account that the City is required to contribute to annually under current Department of Revenue regulations, I do want to state my objections and concerns to this requirement. Our OPEB Trust Fund is a fund used to ensure that if the City's government ever ceases to exist we have a fund established to pay our retiree benefits. Even though the City already funds these expenditures in our operating budget, we are legally obligated to maintain this account, from which we will never be able to utilize this funding for anything other than helping our bond rating and making things better for our actuaries.

This request is being submitted so as to not have a negative impact on our bond rating. However, I believe it is imprudent to tie up any more funds than one percent (1%) of certified free cash into an account like this that will likely never be used by the City.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO THE OTHER POST-EMPLOYMENT BENEFITS LIABILITY TRUST FUND.

ORDERED:

That there be and is hereby appropriated the sum of Twenty Thousand One Hundred Ninety-Six Dollars and No Cents (\$20,196.00) from Free Cash to the Other Post-Employment Benefits Liability Trust Fund.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 6, 2025

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

RE: An Order Appropriating \$201,951.00 from Free Cash to the Department of Public Works  
Road Resurfacing Account

Dear Mr. President and Councilors,

Attached please find a Free Cash Appropriation Request for Road Resurfacing and Repair. The City's Administrative Financial Policies that were drafted in conjunction with the City's outside auditing firm and their recommendations state that the Mayor shall submit an appropriation request for ten percent (10%) of certified free cash before the City Council annually.

With free cash certified at \$2,019,510.00, this order of \$201,951.00 follows this policy.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO DEPARTMENT OF  
PUBLIC WORKS DEPT. - ROAD RESURFACING EXPENSE ACCOUNT.

ORDERED:

That there be and is hereby appropriated the sum of Two Hundred One Thousand  
Nine Hundred Fifty-One Dollars and No Cents (\$201,951.00) from Free Cash to  
Department of Public Works Dept. – Road Resurfacing Expense Account.



City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 7, 2025

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

RE: An Order Appropriating \$100,000.00 from Free Cash to the Landfill Pump Repair Account

Dear Mr. President and Councilors,

The City's Health Department is currently overseeing the full repairs to the Solid Waste Landfill's leachate pump system that failed recently and currently has a temporary repair operating in its place.

This pump system controls the leachate and run off from the site and pumps it into the City's wastewater system for treatment.

This appropriation would cover the cost of this repair.

Respectfully Submitted,

Michael J. Nicholson  
Mayor, City of Gardner

AN ORDER APPROPRIATING FROM FREE CASH TO LANDFILL PUMP  
REPAIR.

ORDERED:

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

**CITY OF GARDNER**  
**PURCHASING DEPARTMENT**  
 95 Pleasant Street, Room 217  
 Gardner, MA 01440  
 978-632-0426

**INVITATION FOR BID**  
 (Leachate System Improvement Project)  
 MGL Chapter 30, 39M

PROCUREMENT # 2026-018

**ISSUE DATE: September 3, 2025**

CITY OF GARDNER  
 Joshua Cormier, CPO, MCPPO  
 Director of Purchasing  
[jcormier@gardner-ma.gov](mailto:jcormier@gardner-ma.gov)

Required Submission Date: Thursday, September 23, 2025, no later than 12:00 p.m. local time

Deliver Submission To: Purchasing Department, 95 Pleasant Street, Room 217, Gardner, MA 01440. Submissions must have “2026-018 Leachate System Improvement Project” written on the envelope.

Pre-Bid Site Walk: To be held at the site on Monday, September 15, 2025 at 10:00 a.m.

Last Day for Questions: Thursday, September 17, 2025 no later than 4:00 p.m.

Bond Requirements: 50% Payment Bond required if more than \$25,000

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**CITY OF GARDNER  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

Leachate System Improvement Project

Proposals will be received at the office of the City Purchasing Agent, Room 217 City Hall, Gardner, MA until Thursday, September 23, 2025 at 12:00 p.m. and at that time and place publicly opened.

This invitation seeks proposals from qualified vendors to replace pumps, level sensors, flow meters and fittings, junction boxes and the control panel; test existing wiring integrity; connect system; and repair existing enclosure for main power and control panel; and shall include all labor, materials and equipment necessary to satisfy the requirements of this bid.

Bidding procedure and award shall be subject to the provisions of Chapter 30, 39M of the General Laws of the Commonwealth, including all current amendments. The City of Gardner reserves the right to waive any informalities or irregularities in the bids received, or to reject any and all bids, wholly or in part, and to accept proposals deemed to be in the best interest of the City.

Specifications, Terms and Conditions and Bid Forms may be obtained by visiting the City of Gardner's website at: [www.gardner-ma.gov](http://www.gardner-ma.gov).

City of Gardner  
by Joshua Cormier  
City Purchasing Agent

To appear in the Gardner News  
Wednesday, September 3, 2025

**CITY OF GARDNER**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING / SURVEY DEPARTMENT**

INFORMATION FOR BIDDERS

1 Project Site

The Project is the Gardner Sanitary Landfill, located at 744 West Street (Route 68) in the City of Gardner, Worcester County, Massachusetts.

2 Inspection of Site

By submitting a bid, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground; the immediate and adjacent environs; access and egress; local ordinances, policies and regulations; and the identification of any discrepancies in the contract documents affecting the contract bid price, all as a result of a pre-bid visit and careful review of the bid documents.

Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing all work in accordance with the Contract Documents without additional cost to the City of Gardner (hereinafter Owner, or City, or Awarding Authority).

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by the Owner.

3 Qualification Statements

In accordance with the City of Gardner's requirements, prospective bidders must complete and submit a Qualification Statement for this project. Qualification forms are included are included with the Form for General Bid.

4. ~~\_\_\_\_\_~~ Bid Deposit

~~All proposals must be accompanied by a bid deposit in the amount of five percent (5%) of the value of the bid, and shall be in the form of a bid bond, or a certified or cashier's check issued by a responsible bank or trust company, payable to the City of Gardner, in the name of which the Contract for work is executed. Bid bonds shall be (a) in a form satisfactory to the City, (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the City, and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit must be enclosed in the same envelope with the proposal.~~

~~Bid deposits will be returned to respective bidders within five (5) working days after proposals are opened; except those of the three (3) lowest responsible and eligible general bidders, which the City will hold until the successful bidder has executed the Contract. Thereafter, all remaining deposits, including that of the successful bidder, will be returned upon the expiration of the time prescribed for making an award. See applicable provisions of MGL c. 30 § 39M, and/or MGL c. 149 § 44B, which may apply.~~

5 Award of Contract

The Notice of Award of a Contract, after approval by the awarding authority, shall be within thirty (30) days, Saturdays, Sundays and legal holidays excluded, and shall be in written form signed by an authorized representative of the City of Gardner. The notice shall bind the successful bidder to execute the Contract and furnish a Certificate of Good Standing in the Commonwealth of Massachusetts, 100% Performance and Payment bonds, insurance certificates, and be responsible for liquidated damages provided in the General Conditions. The rights and obligations provided by the Contract shall become effective and binding upon the parties only upon formal execution. See applicable provisions of MGL c. 149 § 44A-H, and/or MGL c. 149 § 29, which may apply.

6. Time for Executing Contract and Liquidated Damages for Failure to Execute

The successful bidder shall execute and deliver to the Owner of the Contract, and all required Bonds, Certificates and insurance certifications, within ten (10) days of receipt of Notice of Award. Failure or refusal of the successful bidder to execute and deliver the Contract and Bonds required within ten (10) days shall result in forfeiture of the bid deposit to the Owner as liquidated damages for such failure or refusal. The bid deposit shall become the property of the Owner for liquidated damages provided the amount of bid deposit does not exceed the difference between bid price and bid price of next lowest responsible bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general bidder, in the opinion of the Owner, said bid deposit shall be returned to such bidder.

7 Prices

In the event of discrepancy between the prices quoted in the proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools and other facilities, and the performance of all labor services necessary or proper for the completion of the work, including all delivery and/or freight costs FOB work site.

8. Sales Tax Exemption

The City of Gardner is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore exempt. This should be considered when forming contract prices. The City of Gardner Tax Exempt Number is E-046-001-389.

9. All Contracts Subject to Appropriation

The execution of a Contract is subject to adequate financial appropriation for the Project as advertised. The lack of adequate financial appropriation by the Owner, or granting agency, for the Project shall constitute grounds to reject all bids, or those bids which exceed the financial limitations imposed by the Owner.

10. Changes in Quantities of Work

- A. Site Conditions – MGL c. 30, § 39N is incorporated herein and made a part of this Contract to the extent required by law.
- B. Quantities – The City reserves the right to modify the scope of work including, but not limited to, estimated quantities, provided that the total price for all such modifications does not exceed 25% of the total Contract price, or as otherwise required by law.

The Contract shall be awarded to the lowest eligible and responsible bidder. The lowest bidder shall be the bidder with the lowest base bid plus a total of the alternates, if included in the project, selected by the Owner in the order presented.

11. Addenda

If it becomes necessary to revise any part of this Invitation to Bid or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all bidders who have requested the bid documents. No addenda will be issued within the immediate three (3) business days prior to the bidding deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addenda on their bid submission.

12. Questions During Bidding Period

Any questions during the bidding period as to the interpretation of the Invitation to Bid, form of proposal, form of Contract, plans, specifications or form of performance and payment bonds, must be received by the City not less than five (5) days prior to the date set for receipt of bids. Written inquires should be directed to: City of Gardner Purchasing and Civil Enforcement Department, 95 Pleasant Street, Room 217, Gardner, MA 01440. Attn: Jennifer Dymek, Director.

The Owner will forward, via certified mail, return receipt requested, or via confirmed facsimile or email, to all prospective bidders at the address given by them, interpretations of all questions raised in accordance with this section, which in the Owner's opinion, require such interpretation. The Owner's response shall be issued not less than two days prior to the date set for receipt of bids. Oral representations shall not bind the Owner.

13. Competence

No Contract shall be awarded except to responsible, established bidders capable of performing the class of work contemplated. Before the awarding of the Contract, any bidder may be required to show that it has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory

manner and within the time stipulated. The bidder may be required to furnish the Owner with statements as to its experience and financial status. The bidder agrees upon request of the Owner to furnish in confidence such information as will enable it to judge the financial responsibility of the bidder and any listed subcontractors.

## SECTION 00410

## FORM FOR GENERAL BID

## PROJECT IDENTIFICATION:

2026-018

Leachate System Improvement Project  
Gardner, Massachusetts

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

## ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

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

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 149, Section 44A.
- 4.2 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.3 Bidder certifies that, under penalties of perjury, there have been no substantial changes in Bidder's financial position or business organization other than those changes noted within the application since the applicant's most recent prequalification statement and that the Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.
- 4.4 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.5 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 4.6 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.7 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder proposes to furnish all labor and materials required for the project in accordance with the accompanying Bidding Documents prepared by The City of Gardner, for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

5.2 This Bid includes Addenda numbered\_\_\_\_\_.

5.3 The proposed Contract Price is (sum of Items 1 through 3):

\_\_\_\_\_dollars (words)

\$\_\_\_\_\_ (figures)

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## ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Section 27 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

## ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:
  - A. Evidence of authority to sign
  - B. List of Project References
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
  - D. City of Gardner Department of Community Development and Planning "Qualification Statement".

ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

If BIDDER is:

**An Individual**

By \_\_\_\_\_

(Individual's Signature)

\_\_\_\_\_

(Printed or Typed Name of Individual)

Doing Business as \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_

(Firm's Name)

By \_\_\_\_\_

(Partner's Signature)

\_\_\_\_\_

(Printed or Typed Name and Title of Partner)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_

(Corporation's Name)

\_\_\_\_\_

(State of Incorporation)

By \_\_\_\_\_

(Signature of Officer Authorized to Sign)

\_\_\_\_\_

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest \_\_\_\_\_

(Secretary)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_

(Address)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

By \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_

(Address)

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

**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 \_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ Telephone \_\_\_\_\_

(2) If a Partnership:

Full names and addresses of all partners

Name                                      Address                                      Telephone Number

\_\_\_\_\_

\_\_\_\_\_

Business Address \_\_\_\_\_ Telephone \_\_\_\_\_

(3) If a Corporation:

Full Legal Name \_\_\_\_\_ Telephone \_\_\_\_\_

Full Names and addresses of President, Treasurer and Manager:

Name                                      Address                                      Telephone Number

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts? YES or NO? \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_ Telephone \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_

(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted

(Date)

that \_\_\_\_\_

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such \_\_\_\_\_

under seal of the

(Officer)

company, shall be valid and binding upon this company.

**A TRUE COPY,**

**ATTEST:** \_\_\_\_\_

(Signature/Title)

Place of

Business: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_

(Title)

(Name of Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_

(Officer, Name)

(Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
Full Legal Name of Business

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
State of Incorporation\*

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
Qualified in Massachusetts

\_\_\_\_\_  
Place of Business in Massachusetts

\_\_\_\_\_  
Signature

*\*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

-----

Subscribed and sworn to before me

(Corporate Seal)

*If applicable (i.e., not necessary for sole proprietorships or partnerships)*

this \_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_(Notary Seal)

Notary Public

My Commission Expires \_\_\_\_\_

**CERTIFICATIONS**

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or the Bid or Proposal will be rejected.

**DEBARMENT:** Chapter 550, Acts of 1991: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

**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.

**FOREIGN CORPORATION:** In accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the Secretary of State stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A, in connection with which the bidder is requested to submit the information requested in the signature section of this document.

**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

**INDEMNIFICATION AGREEMENT**

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.

---

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:

**PAYROLL RECORDS**

The undersigned, as contractor, shall preserve payroll records associated with this contract for a period of three years from the date of completion of this contract and to furnish to the Commissioner of Labor and Workforce Development, Division of Occupational Safety, within fifteen days after completion of this contract the Statement of Compliance required by MGL, Ch. 149, Sec. 27B.

In addition, the undersigned, as contractor, is required to submit a copy of its weekly payroll records to the awarding authority, namely the Purchasing Agent. This is required to be done on a weekly basis.

The undersigned agrees to indemnify and hold harmless the City for any non-payment of the wages required by sections twenty-six to twenty-seven D of chapter one hundred forty-nine of the general laws of the Commonwealth.

**ABILITY TO FURNISH LABOR**

The undersigned hereby certifies ability to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and compliance fully with all laws and regulations applicable to awards made subject to Section Forty-four A.

**EQUAL EMPLOYMENT CERTIFICATION**

Bidder certifies that:

1. The undersigned intends to use the following listed construction trades in the work under the contract:
- 
2. The undersigned shall comply with the minority manpower ratio and specific affirmative action steps contained herein; and
  3. The undersigned shall obtain from each of its Subcontractors and submit to the Awarding Authority prior to the award of any subcontract under the Contract the Subcontractor certification.

**OSHA CERTIFICATION****Chapter 306 of the Acts of 2004****An Act Relative to the Health and Safety on Construction Projects**

Bidder certifies that it, its employees, and all its subcontractors (if applicable) at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course for each employee with the first certified payroll report.

---

Signature of authorized representative of Contractor

**CITY OF GARDNER  
"QUALIFICATION STATEMENT"**

---

Submit this form with your bid. Answer all questions. Responses must be clear and comprehensive. If necessary, attach separate sheets for answers. The party who will submit the bid for the firm must sign this form. This statement must be notarized. Bidders may submit additional supporting information if they desire.

1. Name of Bidder.
2. Location of permanent main office.
3. When was the firm organized?
4. How many years have you been engaged in the contracting business under your present firm or trade name?
5. Describe the general character of work performed by your company.
6. List the contracts your firm has on hand stating for each contract: name and address of the client and name of the person supervision for the client; contract value; the start and stop dates.
7. List at least three (3) similar contracts recently completed by your firm, stating for each contract: name and address of client and name of person supervision for client; contract value; and the month and year completed.
8. Have you ever failed to complete any contract awarded to you?  Yes  No  
If so, explain where and why.
9. Have you ever defaulted on a contract:  Yes  No  
If so, explain where and why.

- 10. Describe your experience in construction work similar in nature and scope to this project.
  
- 11. Describe the background and experience of the principal members of your organization, including the officers.
  
- 12. Identify the employee who will be responsible for managing this project.
  
- 13. List the major equipment your firm has available for this contract.
  
- 14. Credit available:
  
- 15. Provide a bank reference (name and address of institution, name of supervising person for the bank)
  
- 16. Will you provide a detailed financial statement and furnish such other information as the City of Gardner, Department of Community Development and Planning may reasonably request?  
 Yes       No

The undersigned certifies under the law of perjury that the information provided in this Qualification Statement is true, complete and correct. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Gardner, Department of Community Development and Planning to verify the information provided in this Qualification Statement.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Type or print name and title: \_\_\_\_\_

COMMONWEALTH / STATE OF \_\_\_\_\_

\_\_\_\_\_ County, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identity, which was/were \_\_\_\_\_, to be the person whose

name is signed on the preceding or attached document, and acknowledge to me that (he) (she) signed it voluntarily and for its stated purpose.

---

Notary Public

My Commission Expires:

**CITY OF GARDNER  
CONTRACT #2025-**

THIS Contract made this \_\_\_ day of October, 2025, by and between the City of Gardner, hereinafter referred to as the "City", and \_\_\_\_\_ hereinafter referred to as the "Contractor."

WHEREAS the City Purchasing Agent has invited bids pursuant to Massachusetts General Laws and;

WHEREAS the City of Gardner, acting through the City Purchasing Agent, has awarded the bid to the Contractor the parties for the good and valuable consideration agree as follows:

**SECTION ONE. TERM and PRICE.**

**1.1** The term of this contract shall be from \_\_\_\_\_ to the completion of the project. Contract term is at the sole discretion of the City of Gardner and will not exceed three years.

**SECTION TWO. SERVICE.**

**2.1** The Contractor shall provide services for the City of Gardner as specified herein.

**SECTION THREE. OBLIGATIONS OF CONTRACTOR.**

**3.1** The Contractor agrees to furnish materials and labor in accordance with the terms of its Bid, which is incorporated herein and made part of this Contract. A copy of the Contractor's Bid is attached hereto.

**3.2** The Contractor agrees to furnish work described in accordance with the terms of the specifications, which are incorporated herein and made part of this Contract. A copy of specifications is attached hereto.

**3.3** The Contractor agrees to furnish materials and labor equal to or better than that described in the specifications.

**3.4** The Contractor agrees at all times to furnish careful, competent and experienced personnel for said contract.

**3.5** The Contractor agrees to keep in force at all times during the term of this contract insurance coverage as specified in the bid documents. Upon the execution of this Contract by the Contractor, the Contractor shall deliver to the City of Gardner, Certificates of Insurance, which indicate the City of Gardner as named insured.

**3.6** The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission, or neglect on the part of the Contractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the contract.

(1) The contractor further agrees to indemnify and hold harmless the City, including its agents, employees and representatives, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, or any activity related to the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and; (b) is caused in wholly or in part by any intentional, reckless or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

(2) The contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

(3) In any and all claims against the City or any of their agents or employees by any employee of the Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

(4) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its agents or employees, arising out of the giving of, or the failure to give, directions, or instructions by the City, its agents or employees provided such giving or failure to give directions is the primary cause of the injury or damage.

(5) The intent of the specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

**3.7** 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.

**3.8** 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).

#### **SECTION FOUR. OBLIGATIONS OF CITY**

**4.1** The City of Gardner agrees to compensate the Contractor at the rates indicated in the Contractor's form for bid (hereby incorporated and made part of this agreement)

**4.2** Whenever the Contractor fails, for any reason to perform within requirements of the specifications, a prescribed deduction in the compensation herein before provided shall be made.

#### **SECTION FIVE. RESERVATIONS OF RIGHTS.**

**5.1** The City of Gardner reserves the right, by giving thirty (30) days written notice, to terminate this agreement without liability on its part.

**5.2** The City of Gardner reserves the right to cancel this contract, by giving thirty days written notice, if funds are not appropriated or otherwise made available to support the contract in any fiscal year.

**5.3** The City of Gardner reserves the right to enter agreements with other parties, if additional work is required.

**5.4** Both the City and the Contractor acknowledge the applicability of the State Conflict of Interest Law (General Laws Chapter 268A) to the relationship(s) established by this Contract. This Contract expressly prohibits any activity that shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the contract documents, the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### **SECTION SIX. DEFAULT.**

6.1 In the event the Contractor is unable to furnish services temporarily, the City of Gardner is authorized to hire a replacement(s) for such time is necessary, and the Contractor shall pay for the cost of this emergency service. Nothing herein shall be contracted to eliminate or diminish the obligation of the bonding company if any.

6.2 If the Contractor fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this Contract, the City of Gardner may make any reasonable purchase or contract to purchase services in substitution for service due from the Contractor, and may deduct the cost of any substitute contract, or damages sustained by the City of Gardner due to non-performance or non-conformance of services, together with incidental or consequential damages from the contract price, and shall withhold such damages from sums due or to become due.

6.3 The Contractor agrees that if it is determined by the City of Gardner at any time that the Contractor has substantially violated any of the provisions of this Contract, the City of Gardner may terminate this Contract any time. Determination may be based on default in performance, nonconformity of performance, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of Contractor’s creditors or any other act or conduct by the Contractor which impairs the service under this Contract.

6.4 All rights of the City of Gardner are distinct and cumulative to any other right and may be exercised by the City concurrently, independently or successively.

6.5 Any forbearance by the City of Gardner in exercising any right shall not be a waiver, preclude the exercise of any such right, or remedy by the City of Gardner.

**SECTION SEVEN. GENERAL CONDITIONS.**

7.1 The Contractor will not subject, sell, transfer, assign, pledge or otherwise dispose of any portion of this Contract without the express, written consent of the City Purchasing Agent.

7.2 Any notice from the City of Gardner to the Contractor relating to this Contract shall be in writing and shall be deemed duly served, if mailed on the date of actual service properly addressed, to the Contractor at the above listed address.

Any notice from the Contractor to the City of Gardner relating to this Contract shall be deemed duly served, if mailed on the date of actual service properly addressed, to the City Purchasing Agent, 95 Pleasant Street, Gardner, MA 01440

7.3 This Contract, executed in three copies, is to be construed as a Massachusetts contract, 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.

7.4 This instrument, together with endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

**IN WITNESS WHEREOF** the said City of Gardner and Contractor have hereunto set their hands and seals.

FOR CORPORATION

CITY OF GARDNER, by its Mayor

\_\_\_\_\_  
(Authorized Signature)

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

APPROVED AS TO FORM:

FOR CONTRACTING DEPARTMENT:

City Solicitor

(Department Head)

---

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.

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## GENERAL CONDITIONS

### **1. Funding Source**

The project to be constructed and pursuant to this Contract shall be financed with assistance from the City of Gardner and is subject to all applicable state and local regulations.

### **2. Definitions**

- 2.1 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 2.2 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 2.3 Bidder - Any person, firm or corporation submitting a Bid for the Work.
- 2.4 Bonds - Bid, Performance and Payment Bonds, and other instruments of security, furnished by the Contractor and/or its Surety, in accordance with the Contract Documents.
- 2.5 Change Order - A written order to the Contractor executed by both parties authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 2.6 Contract Documents - The Contract, including Advertisement for Bids, Agreement, Information to Bidders, Bid, Bid Bond, Form for General Bid, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, written Change Orders, Plans, Specifications and Addenda.
- 2.7 Contract Price - The total moneys payable to the Contractor under the terms of conditions of the Contract Documents.
- 2.8 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 2.9 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 2.10 Drawings - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

- 2.11 Engineer - The individual or firm authorized by the Owner to prepare and review the technical specifications and drawings which the Contractor shall follow in performing the Work.
- 2.12 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price, or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 2.13 Notice of Award - The written notice from the Owner to the successful Bidder of acceptance of the Bid.
- 2.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing it to proceed with the Work and establishing a date of commencement and completion of the Work.
- 2.15 Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual with whom the Contractor has executed the Agreement, and for whom the Work is to be performed,
- 2.16 Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the Work, and which have been prepared or approved by the Engineer.
- 2.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 2.18 Project Representative - The duly authorized representative of the Owner.
- 2.19 Resident Project Engineer - The representative of the Owner who is assigned to the Project site or any part thereof and reports to Project Representative. Resident Project Engineer shall have no authority to bind the Owner to expend funds in excess of appropriated funds, or to modify the specifications, or to suspend or terminate the work.
- 2.20 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 2.21 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 2.22 Special Conditions or Provisions - Revisions or additions to the General Conditions, Supplemental General Conditions or Specifications applicable to an individual project.

- 2.23 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part or whole of the Work at the site.
- 2.24 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 2.25 Supplemental General Conditions - Additions or modifications to these General Conditions supplying detailed information required for the project documents.
- 2.26 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 2.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

### **3. Contract Plans and Specifications**

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

### **4. Additional Instructions and Detail Drawings**

The Owner may in its discretion provide the Contractor with additional instructions and detail drawings as necessary to carry out the work included in the contract, and the Contractor shall carry out the work in accordance with the same. The Contractor shall prepare for approval by the Engineer: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

### **5. Shop or Setting Drawings**

The Contractor shall submit promptly to the Engineer three (3) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with three

(3) corrected copies. The Contractor shall furnish additional copies as requested by the Engineer. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless Contractor notifies the Engineer in writing of any deviations at the time such drawings are furnished.

**6. Materials, Services and Facilities**

- 6.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Prior to installation, the Contractor shall furnish to the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required.
- 6.3 Materials specified by reference to the number or symbol of a specific standard (such as A.S.T.M. Standard, a Federal Specification or other similar standard), shall comply with requirements of the most recent revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as may be modified by the Contract Documents, shall have full force and effect as though printed therein.
- 6.4 When requested by the Engineer, the Contractor shall submit Certificates of Compliance from the manufacturer, certifying that the equipment materials comply with the requirements of the specifications or standards. Such certification shall be in the following form:

(sample - on manufacturer's letterhead)  
 CERTIFICATE OF COMPLIANCE  
 - (manufactured or fabricated materials) -

Date: \_\_\_\_\_, 20\_\_

This certifies that \_\_\_\_\_  
*(description, kind of material, Model No., etc.)*

Furnished to \_\_\_\_\_  
*(name of contractor, general or sub)*

For use on \_\_\_\_\_  
*(project name)*

In the amount of \_\_\_\_\_  
*(quantity represented)*

Identified by \_\_\_\_\_

Shipped on \_\_\_\_\_, 20\_\_\_\_, Delivered on \_\_\_\_\_, 20\_\_\_\_

Shipped via \_\_\_\_\_  
(method of shipment, Car No., Truck No.)

Meets the requirements of the pertinent project plans, special conditions and specifications of the subject project in all respects. Processing, product testing and inspection control of raw material are in conformance with all applicable specifications, drawings and/or standards of all articles furnished.

All records and documents pertinent to this Certificate and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of the Certificate.

\_\_\_\_\_  
(name of manufacturer)

By: \_\_\_\_\_  
(name and title of authorized signatory)

- 6.5 Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

**7. Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

The Contractor shall obtain all necessary rights and licenses to allow the Owner to use the goods and services provided by this Agreement in full compliance with any and all copyright, patent rights or licenses, without requiring additional payment by the Owner.

**8. Title to Work**

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

**9. Inspection and Testing of Materials**

All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner, or its designee, in accordance with accepted standards to establish conformance with specifications and suitability for uses intended. Nevertheless, said

inspection and/or testing, or a lack thereof, shall not relieve the Contractor of its obligations under the terms and conditions of the Contract Documents.

**10. Express Warranty**

The Contractor guarantees to Owner that all materials incorporated into the work shall be new unless otherwise specified or agreed by the Parties. Contractor also guarantees that all work shall be done in a workmanlike manner, free from defects, and in conformance with any and all specifications contained in the Contract Documents.

The work performed by the Contractor shall conform to the high professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

**11. Maintenance and Guarantee**

The Contractor guarantees that all work performed under this contract shall meet fully all requirements thereof as to quality of workmanship and of materials. The Contractor hereby agrees to make at its own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found by the Owner to be deficient with the respect to any provisions of the specifications. The Contractor shall hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the full cost thereof.

**12. "Or Equal" Clause**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's prior written approval. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39M(a) are hereby incorporated and made a part of this Agreement.

**13. Surveys, Permits and Regulations**

Unless otherwise expressly provided for in the specifications, the Owner shall furnish to the Contractor all surveys necessary for the execution of the work. The Owner, however, does not warrant or guarantee the accuracy or completeness of said surveys.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract, and shall comply with the provisions of 24 CFR 85.36(h)(1)-(3) and Massachusetts General Laws with respect to bonding and other insurance requirements.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

**14. Contractor's Obligations**

The Contractor shall, in good and workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, as are necessary and/or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as may be given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such facilities, equipment, material and temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall perform, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

**15. Weather Conditions**

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer with the Owner's approval shall direct, the Contractor shall, and shall cause its subcontractors to, protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect such work, said materials shall be removed and replaced at the expense of the Contractor.

**16. Protection of Work and Property - Emergency**

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract, and shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions from the Engineer, in a diligent manner to prevent said loss or injury. Contractor shall immediately notify the Engineer and Owner in writing thereafter, and shall promptly submit any resulting claim for extra work to the Engineer.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening loss or injury to persons or property, or damage to the work or any adjoining property, it shall act as instructed or authorized by the Engineer.

The amount of extra payment claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 20 below.

**17. Inspection**

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

**18. Reports, Records and Data**

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records shall be retained by the Contractor for a period of seven years from completion of the work.

All documents produced pursuant to this Agreement shall be the property of the Owner.

All information required from the Owner, or from others at the expense of the Owner, in the performance of this Agreement shall be and remain the property of the Owner. This includes, but is not limited to, all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this Agreement. The requirements of MGL c. 30, sec. 39R are hereby incorporated and made a part of this Agreement.

**19. Superintendence by Contractor**

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor, and shall be acceptable to the Engineer and Owner, and shall be a person anticipated to be continued in that capacity for the duration of the Agreement. The requirements of MGL c. 30, ss. 39I and 39N are hereby incorporated and made a part of this Agreement.

**20. Changes in Work**

- 20.1 The Contractor shall make no changes in the work without prior written approval of the Owner, however, the Owner may at any time by written order, and without notice to any sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. Charges or credits for any such changes shall be determined by one or more, or a combination of, the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost of-
    1. Labor, including foremen.
    2. Materials entering permanently into the work.
    3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
    4. Power and consumable supplies for the operation of power equipment.
    5. Insurance.
    6. Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15 %) of the actual cost of work. The fee shall include the cost of supervision, overhead, bond, profit and any other general expenses.

- 20.2 The Engineer may authorize minor changes or alterations in the work which do not involve any extra cost or expense, and which are not inconsistent with the overall intent of the Contract Documents. If the Contractor determines that any such minor change or alteration so authorized by the Engineer entitles Contractor to an increase in the contract price, the Contractor shall be required to obtain prior written approval from the Owner as per paragraph 20.1 above.

## **21. Time for Completion and Liquidated Damages**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor shall prosecute the work regularly, diligently, without interruption and at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby

agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount of \$250.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, and provide such additional information as the Owner may require, and the Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

## **22. Correction of Work**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract

Documents, the payment to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

**23. Subsurface Conditions Found Different**

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, Contractor shall, prior to disturbing such conditions, immediately provide written notice to the Engineer of such conditions. The Engineer shall thereupon promptly investigate the conditions, and if it is determined that such conditions materially differ from those shown on the plans or indicated in the specifications, the Engineer will at once make such changes in the plans and/or specifications as may be necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 20 of these General Conditions. Notwithstanding any provision to the contrary, the requirements of MGL. c. 30, sec. 39N are hereby incorporated and made a part of this Agreement.

**24. Right of Owner to Terminate Contract**

The Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, including but not limited to those set forth below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of its subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including, but not limited to, compliance with applicable state or local laws or regulations.

If the Owner terminates or suspends this Agreement for one or more of the reasons set forth in (a) through (c), the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension, and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing of notice of termination to such Surety, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost. If the Owner takes over the work, it may take possession of and utilize, at no cost, such equipment, material and temporary works as may be on the site.

Further, the Owner may terminate or suspend this Contract if local and/or state funding is cancelled, revoked, reduced, suspended or terminated.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this Agreement by providing written notice to the Contractor. Should the Owner terminate or suspend this Agreement for any of the reasons set forth herein, the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

**25. Payments to Contractor**

- 25.1 Payment to the Contractor shall be in accordance with the requirements MGL, c. 30, s. 39K, which is hereby incorporated and made a part of this Agreement.
- 25.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 25.3 Payment shall be contingent upon the Contractor submitting any and all required certified payroll reports to the Owner.
- 25.4 Payments shall be made in accordance with Supplemental General Condition Article 15.

**26. Indemnification**

The Contractor hereby indemnifies and shall at all times save and hold harmless the City of Gardner, and its officers, attorneys, employees, and agents, from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its subcontractors, or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

**27. Substantial Completion, Final Completion, Acceptance and Final Payment**

- 27.1 Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project for which it was intended.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Engineer will promptly make an inspection to determine whether the work is acceptable under the terms of the Contract and whether same is substantially complete. The Engineer will issue a dated certificate which states that the work is substantially complete and accepted under the terms and conditions of the Contract, and a punch list of

all items to be completed or corrected. The entire balance due the Contractor, less two percent (2%) retainage plus a retention based on the Engineer's estimate of the fair value of the punch list items, and cost of completing or correcting such items, and the estimated value of claims made relating to the project, shall be due and payable.

The general guarantee period for the work substantially complete shall begin on the date certified by the Engineer.

- 27.2 Final completion shall be that point at which all work on the project has been completed, all defective work has been corrected, and clean-up of the site and any debris has been accomplished. Unless a certificate of substantial completion has issued, the general guarantee period shall begin upon certification by the Engineer of final completion. The entire balance due the Contractor, less the estimated value of claims made relating to the project to the extent allowed by law, shall be due and payable within 35 days of the Contractor's written acceptance of the final estimate as required by MGL c. 30, s. 39G.
- 27.3 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability by the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract, the performance and payment bonds, or any express or implied warranties.

**28. Insurance**

The Contractor shall not commence work under this Contract until it has obtained and submitted proof to the Owner of all the insurance required under this paragraph and such insurance has been approved by the Owner. The form of proof shall be a Certificate furnished to the Owner no later than the time at which the Contractor executes the Contract.

(a) Workmen's Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable federal, state or local law, for all of its employees and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees as required by law.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the contract term, occurrence basis Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain, during its subcontract term, occurrence basis Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000, or (2) insure the activities of such subcontractors, in addition to its policy specified in subparagraph (b) hereof.

(d) Builder's Risk Insurance (Fire and Extended Coverage):

Until the project is completed and accepted by the Owner, the Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.

(e) Proof of Insurance:

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or reduced, except after thirty (30) days written notice has been received by the Owner."

(f) Additional Insured and Certificate Holder

The Contractor shall have the "City of Gardner" named as an additional insured for this project on the policy, which shall be evidenced by the Certificate

submitted to the Owner. The Certificate holder shall read exactly as follows: "Director of Purchasing and Civil Enforcement, 95 Pleasant Street, Room 217, Gardner, MA 01440."

**29. Contract Security, Performance and Payment Bonds**

- 29.1 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Performance Bond in an amount at least equal to one hundred percent (100 %) of the total contract price as security for the faithful performance of this Contract. Such bonds shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.
- 29.2 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Payment Bond in an amount not less than one hundred percent (100 %) of the total contract price, as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. Such bond

shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.

- 29.3 It is expressly understood and agreed that all sums retained or that may be retained by the City under any of the provisions of this Contract are solely for the benefit of the City and that the security required by MGL Ch. 149, sec. 29, as amended, is furnished exclusively by the bond accompanying the Contract.
- 29.4 Performance Bonds must remain in effect for at least TWO YEARS after final completion and acceptance of the project.
- 29.5 Failure to meet the bond requirements of this section shall be cause to terminate the Contract.

**30. Assignments**

The Contractor shall not assign or subcontract the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of the Owner. If the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that the right of any assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work required by this Contract.

**31. Engineer's Authority**

The Engineer will give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. If any dispute arises between the parties hereto relative to said Contract and/or specifications, the determination of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work related to said dispute. The Engineer does not have authority to bind the Owner to spend money in excess of the Contract Price, to suspend, terminate or stop the work.

The Engineer will decide the meaning and intent of any portion of the specifications and of any plans or drawings.

**32. Use of Premises, Removal of Debris, Sanitary Conditions**

The Contractor, at its own expense, shall: (1) take every precaution against injuries or damage to property; (2) store its apparatus, materials, supplies and equipment in such orderly fashion at the site as to not unduly interfere with the progress of its work or the work of other contractors; (3) place upon the work or any part thereof only such loads as are consistent with the

safety of that portion of the work; (4) clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations; (5) before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from its operations, and to put the site in neat, orderly condition; (6) effect all cutting, fitting or patching of its work required for conformance with the specifications and, except with consent of the Engineer, not cut or otherwise alter the work of any other contractor; and (7) maintain in a neat, sanitary condition such toilet accommodations for the use of its employees as may be necessary to comply with the State and local Boards of Health, or other bodies having jurisdiction over same.

**33. Notice and Service Thereof**

Any notice to either party from the other relating to this Agreement shall be in writing and posted, by certified mail, return receipt requested, to the party at the address noted below:

City

Contractor

Jennifer Dymek, Director  
 Department of Purchasing and Civil Enforcement  
 95 Pleasant Street, Room 217  
 Gardner, MA 01440

**34. Subcontract**

The Contractor shall insert in any and all subcontracts the Prevailing Wage Labor Standards Provisions contained herein.

**35. Interest of Member of or Delegate to Congress**

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**36. Other Prohibited Interests**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly

interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

**37. Suspension of Work**

If the Owner is prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work shall be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing. If the reason for said delay was not beyond the control of the Contractor, the Contractor shall have no right to damages, as set forth herein, or to an extension of time. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39O are hereby incorporated and made a part of this Agreement.

**38. Access to Records**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds. These records shall be made available for audit purposes to the Owner or any authorized representative, and shall be retained for seven years after final audit.

**39. Age Discrimination Act of 1975 (for contracts over \$2,000)**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), prohibiting age discrimination in employment.

**40. Non-Discrimination**

The City of Gardner is an Equal Opportunity Employer. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract, and shall require all of

its subcontractors to incorporate such requirements in all subcontracts for program work. The City may cancel, terminate or suspend the Contract in whole or in part for any violation of this paragraph.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

**41. Non Federal Labor-Standards Provisions**

The following Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws. The inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract.

**42. Schedule of Salaries and Wages**

The Contractor shall be responsible for complying with minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Commonwealth of Massachusetts, Department of Labor and Workforce Development, Division of Occupational Safety, under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 - 27D.

When both are applicable, the greater of Federal or State prevailing wages, which are attached in the Supplemental General Conditions, and incorporated herein by reference, shall be paid under this contract and reported by the submission of certified weekly payrolls to the Owner. The Contractor is responsible for compliance of this paragraph by its subcontractors.

**43. Labor Provisions**

43.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in clause forty-third of MGL c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accord with MGL c. 149, s. 26.

- 43.2 The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- 43.3 In accordance with MGL c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G. L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- 43.4 The Contractor shall pay to any reserve police officer employed by it the prevailing rate of wage paid to regular police officers, as required by MGL c. 149, s. 34B.

#### **44. Environmental Requirements**

The Contractor shall comply, where applicable, with: federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 CFR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 CFR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

#### **45. "Right To Know" Law**

As per requirements established by the United States Department of Labor Occupational Safety and Health Administration and in compliance with MGL c. 111F, Right to Know Law, it

is required that all Material Safety Data Sheets accompany each initial product shipment where applicable, as well as a copy sent to the Grants Administrator, which will be forwarded to the Right-To-Know Coordinator for the City of Gardner.

**46. Historic Preservation**

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S. C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

**47. Compliance with Air and Water Acts (for contracts exceeding \$100,000)**

By executing this Agreement, the Contractor hereby certifies and represents the following:

- A. No facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. Prompt notice shall be given to the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. The criteria and requirements in paragraphs A through D of this section shall be included in every nonexempt subcontract, and the Contractor shall take such actions as the Government may direct as a means of enforcing such provisions.

**48. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention**

Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD-Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with

the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations.

The Owner will be responsible for the inspections and certification required under Section 35.14(f) thereof, and requirements of M.G.L. Ch.111, Sec. 190-191, and the regulations for Lead Poisoning.

**49. Interest of Contractor and Employees**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed. Further, the Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

**50. Statement of Management, CPA Statement (for contracts in excess of \$100,000)**

For contracts in excess of \$100,000 the Contractor shall file a statement with the Owner assuring that its system of auditing controls ensures management accountability and protection of assets as required by MGL c. 30, sec. 39R(c).

For such contracts, the Contractor shall file with a Owner a signed statement from a Certified Public Accountant that said CPA has examined the Statement of Management and opines whether the representations of management are consistent with its system of controls and its financial statements as set forth in MGL c. 30, sec. 39R(c).

**51. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**52. Availability of Funds**

The payments provided under this Agreement are subject to the continued availability of funds.

**53. Confidentiality**

The Contractor shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, and further shall comply with MGL c. 66, sec. 10, regarding access to public records.

54. **MGL Chapter 30, Section 39P**

The requirements of Massachusetts General Law, Chapter 30, Section 39P are hereby incorporated and made a part of this Agreement.

55. **Compliance with Chapter 370 Acts of 1963**

The contractor shall furnish all notices and shall do all work and be responsible for all requirements of Chapter 370 of the Acts of 1963, entitled "An Act Requiring a Contractor Making An Excavation In A Public Way to Give Notice Thereof to Public Utility Companies."

56. **Foreign Corporations**

Contractors and subcontractors incorporated outside of Massachusetts shall comply with MGL c. 30, sec. 39L and other applicable laws.

57. **Construction**

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

58. **Flood Disaster Protection**

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposed under section 102 (a) of the Flood Disaster Protection Act of 1973.

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## **SUPPLEMENTAL GENERAL CONDITIONS**

### **1. Scope of Work**

The Scope of Work for the Project shall include, but not be limited to, any and all work described in the Contract Documents including the Invitation to Bid, Information for Bidders, printed form of Contract, General Conditions, Supplemental General Conditions, Special Conditions, Specifications, Plans and Drawings, together with any attachments or appendices, for the Leachate System Improvement Project.

### **2. Notice To Proceed & Pre-Construction Conference**

A written Notice to Proceed shall be issued to the Contractor after receipt by the Owner of the following: (1) proof of required insurance, (2) verification that EEO poster has been posted in a conspicuous place at the job site, (3) posting of EEO Coordinator and state prevailing wage rates in a conspicuous place at the job site, (4) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, and (5) Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. No work shall be performed by the Contractor prior to receipt of the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the Engineer, and the Owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on it and its subcontractors by the Executive Orders concerning Equal Employment Opportunity and state labor standards requirements.

The Owner shall inform the Contractor of the date, time, and place of the pre-construction conference.

### **3. Schedule of Work**

At the Pre-Construction Conference, the Contractor shall submit to the Owner and Engineer three copies of a bar chart with the schedule and sequence in which the construction work shall be prosecuted. No work shall commence until the Owner has approved, in writing, of the schedule and sequence of operations.

The Contractor shall be responsible for keeping public ways open and in a passable condition at all times, and for maintaining access at all times to all abutting properties.

### **4. Environmental Protection**

The Contractor shall adhere to all federal, state and local regulations, including any orders of conditions which may be attached hereto. Additionally, the Contractor shall conform to the following:

A. Plant and Pest Control

Where applicable, all soil moving equipment that has operated in, or will operate in, regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas to uninfested areas.

Complete information may be obtained from the Massachusetts Dept. of Agriculture, Plant Pest Control Division, 100 Cambridge St., Boston, MA (Tele: 617-727-3031); and for information concerning the interstate movement of soil moving equipment: U.S. Dept. of Agriculture, Plant Pest Control Division, 424 Trapelo Rd., Waltham, MA.

Premises must be certified as free from vermin by a licensed extermination professional prior to issuance of the demolition permit.

B. Prevention of Water Pollution

The Contractor shall take such precautions as may be necessary to avoid contaminating water in adjacent water courses, or water storage areas, whether natural or man-made. All earth work, movement of equipment, water control of excavations or foundation areas, and other operations likely to increase silting, shall be conducted so as to avoid pollution of such water courses or water storage areas.

The Contractor shall construct silt retention filters in any such area, which filters shall be removed upon completion of the work. Water used during performance of the Contract which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged so as to avoid affecting nearby water.

Under no circumstances shall the Contractor discharge pollutants directly into any water course or water storage area. When water from adjacent natural water sources is used in the Contract work, intake methods shall be such as to avoid contaminating the source of supply.

C. Air Pollution and Dust Control

The Contractor shall conduct its operations in accordance with federal, state and local regulations governing air pollution.

The Contractor is hereby placed on notice that blowing dust from unstabilized earth areas of the work shall be considered a nuisance under its control. Contractor shall, by spraying with water or other approved means, dampen the soil to hold down the dust. During working hours and before leaving the Project site for the evening, weekends, or other extended period, the Contractor shall assess the moisture content of the soil and dampen same to the extent necessary to hold down the dust. While work is suspended, Contractor shall, if directed by the Engineer, return to the site to maintain dust control.

**5. Cooperation of Contractor**

The Contractor's attention is directed to the fact that other contractors under separate contracts may be entering upon the work site for the construction of other proposed amenities. The Contractor shall complete its work in cooperation with other contractors so as to cause the least interference with same, and shall have no claim for any delay which may be due to, or result from, said work of these contractors.

**6. Record Drawings – As-Builts**

The Contractor shall cooperate with the Engineer and shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of his work, indicating thereon all variations from the Contract Drawings. Prior to final acceptance of the work, all "as built" data shall be transferred to a complete set of reproducible record drawings in ink. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Engineer of the record drawings shall be completed and delivered to the Owner.

**7. Photographs**

The Contractor shall be required to furnish five (5) views of before, during, and after photographs of the site conditions. The Contractor is encouraged to submit "during" photographs, with negatives that shall become the property of the City, along with each pay requisition to facilitate approvals.

**8. Utilities**

The Contractor shall obtain and shall pay for all licenses and permits that are required by the City or any other agencies that may be involved. The Contractor shall comply with all codes, regulations, and standards of the City.

"DIG SAFE", the City, and all private companies or agencies whose utilities are in the construction, shall be notified by the Contractor at least 72 hours prior to the start of any excavation. The Contractor shall be required to cooperate with the utility companies involved in order to assure completion of all work with the least amount of delay.

**9. Provisions for Traffic/Police Details**

The Contractor shall not obstruct or close any portion of a street without obtaining the necessary permits from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense. The Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

The Contractor shall cooperate in every possible way with the municipal authorities to maintain a flow of traffic through the site. The Contractor shall notify the Fire Department, Police Department, School Bus Company, and the Highway Department when any street is to be closed regardless of the length of time or time of day. The Contractor shall also be responsible for the arrangement of police details as required by the City. The Contractor will be compensated for payment of police detail costs, including applicable administrative fees in accordance with terms in the measurement and payment section of these specifications.

All detours shall be signed and lighted as directed by the Engineer.

#### **10. Abandonment of Project**

If the Contractor abandons the work, or any portion of the work, or sublets without prior written consent by the Owner, or assigns any claim thereunder other than as herein required, or if at any time the Owner shall certify in writing that the rate of progress is inadequate, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this Contract, then the Owner, in its sole discretion may notify the contractor by written order, with a copy mailed to the Surety, to discontinue all work, or any part thereof. Thereupon the contractor shall discontinue such work or such part thereof as the Owner may designate. The Owner may complete the work, or such part thereof, and charge the entire expense of so completing to the Contractor. The Owner may take possession of any facilities, equipment, materials, temporary works, machinery, implements, and tools of every description as may be found at the location of said work. The Owner reserves the right at all times to demand the Contractor's Surety to complete the work in accordance with the performance bond.

Any costs under this article shall be deducted and paid by the Owner out of any funds then due, or to become due, the Contractor under this Agreement. In such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or insuring its proper completion but all sums actually paid thereof shall be charged to the contractor.

If the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and if such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

#### **11. Contractor to Pay All Labor, Etc.**

The Contractor shall pay for all labor performed or furnished, and for all material and equipment used or employed, for the performance of this Contract. The Contractor shall

furnish the Owner, upon request, with evidence satisfactory to the Owner that all persons who have performed work or furnished supplies, materials and/or equipment under this Contract, and all other claims for damage of any kind caused by or arising from the construction of said work have been fully paid or satisfactorily secured. If satisfactory evidence is not furnished, the Owner may retain appropriate amounts from any amount due the Contractor sufficient to cover any such unpaid claims.

**12. Laws and Regulations**

The Contractor shall keep itself fully informed of all municipal, state and federal laws and regulations which may affect those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work hereunder. Should any discrepancy or inconsistency be discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner in writing. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its employees or its agents.

**13. Provisions Required by Law Deemed Inserted**

Any provision of law or clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.

**14. Payment Procedures, Retainage**

The Contractor shall submit a monthly written request for payment to the Engineer which estimates the total amount of work complete and materials delivered through the date of such estimate. The Engineer shall review such request and make any adjustments to the estimated amounts therein as deemed appropriate for approval of and payment by the Owner within thirty-five (35) days from such approval.

The Owner shall retain five percent (5%) of such approved payment as partial security for the fulfillment of the Contract by the Contractor. In addition to the five percent (5%) retainage, additional amounts to cover any specific claims against the Contractor which have been identified may be withheld. The Owner reserves the right to verify that such payments are first applied to the payment of labor performed or employed, and materials supplied under the Contract. The requirements of MGL c. 30, §§ 39G and 39K are incorporated herein by reference.

Issuance of final payment and release of all retained funds shall be made in accordance with General Conditions Article 27.

**15. Payment to Subcontractors**

The Contractor shall comply with the following statutory provisions pursuant to MGL Chapter 149, Sections 44A to L, as applicable. For contracts awarded under MGL Chapter 30, Section 39M, subparagraphs (a) through (h) shall apply.

- A. Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- B. Not later than the sixty-fifth (65th) day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- C. Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- D. If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70th) day after the subcontractor has substantially completed the subcontract work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the

general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

- E. Within fifteen (15) days after receipt of the demand by the awarding authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceeding barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- F. The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by the decree of a court of competent jurisdiction.
- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- H. The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such

direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

- I. If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (d), (f), (g), and (h). MGL Ch. 30, sec. 39F.

## **16. Termination**

Force Majeure. Neither party shall be liable to the other or deemed to be in breach under the Contract for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Performance Dates. It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible and the City shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

Delay or Hindrance. The contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the contractor, an extension of time shall be the contractor's sole remedy.

Incomplete Performance. In the event of termination, the Contractor shall deliver to the Owner all finished work and documentation, complete and incomplete. The contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination. In the event of termination the Contractor shall have no right to payment for lost profits or other consequential damages.

Termination for Convenience. Notwithstanding any other provision of the Contract, the City reserves the right at any time in its absolute discretion to suspend or terminate the Contract in

whole or in part for its convenience upon written notice of the contractor. If any portion of the Contract so suspended is not recommenced by written notice of the City within the time period specified in the written notice of suspension, the suspended portion of the Contract shall thereupon be deemed terminated as to that portion for the convenience of the City in accordance with this provision. The City shall incur no liability by reason of such termination for convenience, except for the obligation to pay for work performed and accepted and for reimbursable expenses accrued through the date of termination less any offset or claim of the Owner. Such obligation shall not exceed the available appropriation. The contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, or consequential damages.

Inadequate Funds. In the event that all or a portion of the project is postponed or terminated due to inadequate state or local funds, the provisions set forth in the above paragraph (Termination for Convenience) shall apply.

Termination Cause. If, after the notice of termination cause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the City.

Any termination or suspension of the Agreement shall not impair the City's right to recover damages occasioned by the fault of the contractor. Any suspension shall not limit the right of the City to terminate this Agreement.



**THE COMMONWEALTH OF MASSACHUSETTS**  
**EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT**  
**DEPARTMENT OF LABOR STANDARDS**  
**Prevailing Wage Rates**

MAURA HEALY  
Governor  
KIM DRISCOLL  
Lt. Governor

As determined by the Director under the provisions of the  
 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** CITY OF GARDNER **City/Town:** GARDNER  
**Contract Number:** 2026-018  
**Description of Work:** Leachate System Improvement Project  
**Job Location:** 774 West Street Gardner

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$43.80	\$14.50	\$4.30	\$6.75	\$0.00	\$69.35
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS - ZONE 2	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$65.81	\$11.49	\$15.57	\$7.33	\$0.00	\$100.20
BRICKLAYERS LOCAL 3	2/1/2026	\$67.16	\$11.49	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3 (LOWELL)	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.58	\$11.49	\$15.57	\$7.33	\$0.00	\$67.97
2	60.00	\$40.30	\$11.49	\$15.57	\$7.33	\$0.00	\$74.69
3	70.00	\$47.01	\$11.49	\$15.57	\$7.33	\$0.00	\$81.40
4	80.00	\$53.73	\$11.49	\$15.57	\$7.33	\$0.00	\$88.12
5	90.00	\$60.44	\$11.49	\$15.57	\$7.33	\$0.00	\$94.83

BULLDOZER/GRADER/SCRAPER	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS - ZONE 2	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2025	\$49.62	\$9.83	\$11.47	\$8.50	\$0.00	\$79.42
CARPENTERS	9/1/2025	\$50.87	\$9.83	\$11.47	\$8.50	\$0.00	\$80.67
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2026	\$52.12	\$9.83	\$11.47	\$8.50	\$0.00	\$81.92
	9/1/2026	\$53.37	\$9.83	\$11.47	\$8.50	\$0.00	\$83.17
	3/1/2027	\$54.62	\$9.83	\$11.47	\$8.50	\$0.00	\$84.42

Apprentice: CARPENTER							
Effective Date: 3/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
2	45.00	\$22.33	\$9.83	\$0.00	\$1.73	\$0.00	\$33.89
3	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
4	55.00	\$27.29	\$9.83	\$0.00	\$3.40	\$0.00	\$40.52
5	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
6	70.00	\$34.73	\$9.83	\$11.41	\$5.10	\$0.00	\$61.07
7	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77
8	80.00	\$39.70	\$9.83	\$11.44	\$6.80	\$0.00	\$67.77



Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3							
BRICKLAYERS LOCAL 3 (LOWELL)							

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.60	\$13.35	\$16.43	\$0.00	\$0.00	\$54.38
2	60.00	\$29.51	\$13.35	\$16.43	\$2.78	\$1.80	\$63.87
3	65.00	\$31.97	\$13.35	\$16.43	\$3.78	\$1.80	\$67.33
4	70.00	\$34.43	\$13.35	\$16.43	\$4.78	\$1.80	\$70.79
5	75.00	\$36.89	\$13.35	\$16.43	\$5.78	\$1.80	\$74.25
6	80.00	\$39.35	\$13.35	\$16.43	\$6.78	\$1.80	\$77.71
7	90.00	\$44.27	\$13.35	\$16.43	\$7.78	\$1.80	\$83.63

CHAIN SAW OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2025	\$59.51	\$15.55	\$13.25	\$3.25	\$0.00	\$91.56
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$60.98	\$15.55	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$62.31	\$15.55	\$13.25	\$3.25	\$0.00	\$94.36
	12/1/2026	\$63.79	\$15.55	\$13.25	\$3.25	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: DELEADER (BRIDGE)</b>							
<b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30
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DEMO: ADZEMAN LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS - ZONE 2	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
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DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 2	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
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DEMO: BURNERS LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS - ZONE 2	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
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DEMO: CONCRETE CUTTER/SAWYER LABORERS	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55
LABORERS - ZONE 2	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05
	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS	6/2/2025	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56 (ZONE 2)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER PILE DRIVER LOCAL 56	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							

ELECTRICIAN ELECTRICIANS LOCAL 96	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$18.82	\$13.99	\$0.56	\$0.00	\$0.00	\$33.37
2	45.00	\$21.17	\$13.99	\$0.64	\$0.00	\$0.00	\$35.80
3	48.00	\$22.58	\$13.99	\$13.31	\$2.48	\$0.00	\$52.36
4	55.00	\$25.88	\$13.99	\$13.41	\$2.85	\$0.00	\$56.13
5	65.00	\$30.58	\$13.99	\$13.55	\$3.36	\$0.00	\$61.48
6	80.00	\$37.64	\$13.99	\$13.76	\$4.14	\$0.00	\$69.53

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

ELEVATOR CONSTRUCTOR	1/1/2025	\$62.83	\$16.28	\$10.96	\$10.40	\$0.00	\$100.47
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$63.68	\$16.38	\$11.06	\$10.70	\$0.00	\$101.82
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$64.53	\$16.48	\$11.16	\$11.00	\$0.00	\$103.17

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.42	\$16.28	\$0.00	\$0.00	\$0.00	\$47.70
2	55.00	\$34.56	\$16.28	\$10.96	\$10.40	\$0.00	\$72.20
3	65.00	\$40.84	\$16.28	\$10.96	\$10.40	\$0.00	\$78.48
4	70.00	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
5	80.00	\$50.26	\$16.28	\$10.96	\$10.40	\$0.00	\$87.90

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.84	\$16.38	\$0.00	\$0.00	\$0.00	\$48.22
2	55.00	\$35.02	\$16.38	\$11.06	\$10.70	\$0.00	\$73.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2026</b>							
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment Total Rate</b>
	3	65.00	\$41.39	\$16.38	\$11.06	\$10.70	\$0.00 \$79.53
	4	70.00	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00 \$82.72
	5	80.00	\$50.94	\$16.38	\$11.06	\$10.70	\$0.00 \$89.08
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ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$45.17	\$16.48	\$11.16	\$11.00	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
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FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$53.22	\$15.30	\$13.15	\$3.25	\$0.00	\$84.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$54.51	\$15.30	\$13.15	\$3.25	\$0.00	\$86.21
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.95	\$15.30	\$13.15	\$3.25	\$0.00	\$87.65
	11/1/2026	\$57.24	\$15.30	\$13.15	\$3.25	\$0.00	\$88.94
	5/1/2027	\$58.67	\$15.30	\$13.15	\$3.25	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2025	\$54.82	\$15.30	\$13.15	\$3.25	\$0.00	\$86.52
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$56.12	\$15.30	\$13.15	\$3.25	\$0.00	\$87.82
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$57.57	\$15.30	\$13.15	\$3.25	\$0.00	\$89.27
	11/1/2026	\$58.87	\$15.30	\$13.15	\$3.25	\$0.00	\$90.57
	5/1/2027	\$60.32	\$15.30	\$13.15	\$3.25	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2025	\$26.22	\$15.30	\$13.15	\$3.25	\$0.00	\$57.92
OPERATING ENGINEERS LOCAL 4	11/1/2025	\$26.98	\$15.30	\$13.15	\$3.25	\$0.00	\$58.68
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$27.83	\$15.30	\$13.15	\$3.25	\$0.00	\$59.53
	11/1/2026	\$28.59	\$15.30	\$13.15	\$3.25	\$0.00	\$60.29
	5/1/2027	\$29.44	\$15.30	\$13.15	\$3.25	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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FIRE ALARM INSTALLER	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
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FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	6/1/2025	\$47.02	\$15.55	\$13.25	\$3.25	\$0.00	\$79.07
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$48.19	\$15.55	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$49.25	\$15.55	\$13.25	\$3.25	\$0.00	\$81.30
	12/1/2026	\$50.43	\$15.55	\$13.25	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$9.21	\$0.00	\$56.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57
	12/1/2026	\$29.21	\$9.90	\$9.25	\$9.21	\$0.00	\$57.57

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER	3/1/2024	\$49.47	\$8.83	\$11.47	\$8.80	\$0.00	\$78.57
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.74	\$8.83	\$0.00	\$1.76	\$0.00	\$35.33
2	55.00	\$27.21	\$8.83	\$0.00	\$1.76	\$0.00	\$37.80
3	60.00	\$29.68	\$8.83	\$0.00	\$3.52	\$0.00	\$42.03
4	65.00	\$32.16	\$8.83	\$0.00	\$3.52	\$0.00	\$44.51
5	70.00	\$34.63	\$8.83	\$11.47	\$5.28	\$0.00	\$60.21
6	75.00	\$37.10	\$8.83	\$11.47	\$5.28	\$0.00	\$62.68
7	80.00	\$39.58	\$8.83	\$11.47	\$7.04	\$0.00	\$66.92
8	85.00	\$42.05	\$8.83	\$11.47	\$7.04	\$0.00	\$69.39

FORK LIFT/CHERRY PICKER	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2025	\$47.96	\$9.95	\$11.85	\$12.10	\$0.00	\$81.86
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	9/1/2024	\$47.05	\$13.99	\$14.04	\$5.18	\$0.00	\$80.26
ELECTRICIANS LOCAL 96	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PLUMBERS LOCAL 4	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.11	\$0.00	\$69.35
LABORERS - ZONE 2	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.11	\$0.00	\$72.17
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.80	\$9.90	\$9.25	\$9.11	\$0.00	\$75.06
	12/1/2027	\$48.25	\$9.90	\$9.25	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.75	\$9.90	\$9.25	\$9.11	\$0.00	\$78.01
	12/1/2028	\$51.25	\$9.90	\$9.25	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$42.47	\$9.90	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.91	\$9.90	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.35	\$9.90	\$9.25	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6	9/1/2024	\$51.23	\$14.75	\$9.52	\$10.09	\$0.00	\$85.59
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.62	\$14.75	\$9.27	\$5.05	\$0.00	\$54.69
2	60.00	\$30.74	\$14.75	\$9.32	\$6.05	\$0.00	\$60.86
3	70.00	\$35.86	\$14.75	\$9.37	\$7.06	\$0.00	\$67.04
4	80.00	\$40.98	\$14.75	\$9.42	\$8.07	\$0.00	\$73.22
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69
IRONWORKER/WELDER	3/16/2025	\$56.49	\$9.00	\$12.70	\$14.45	\$0.00	\$92.64
IRONWORKERS LOCAL 7	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87
IRONWORKERS LOCAL 7 (WORCESTER AREA)							
<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 3/16/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$33.89	\$9.00	\$12.70	\$4.25	\$0.00	\$59.84
2	75.00	\$42.37	\$9.00	\$12.70	\$4.25	\$0.00	\$68.32
3	85.00	\$48.02	\$9.00	\$12.70	\$4.25	\$0.00	\$73.97
<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 9/16/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23
JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.11	\$0.00	\$52.46
2	70.00	\$28.24	\$9.90	\$9.25	\$9.11	\$0.00	\$56.50
3	80.00	\$32.27	\$9.90	\$9.25	\$9.11	\$0.00	\$60.53
4	90.00	\$36.31	\$9.90	\$9.25	\$9.11	\$0.00	\$64.57

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.11	\$0.00	\$53.29
2	70.00	\$29.20	\$9.90	\$9.25	\$9.11	\$0.00	\$57.46
3	80.00	\$33.38	\$9.90	\$9.25	\$9.11	\$0.00	\$61.64
4	90.00	\$37.55	\$9.90	\$9.25	\$9.11	\$0.00	\$65.81

LABORER (HEAVY & HIGHWAY)	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.21	\$0.00	\$68.70
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.20	\$9.90	\$9.25	\$9.21	\$0.00	\$52.56
2	70.00	\$28.24	\$9.90	\$9.25	\$9.21	\$0.00	\$56.60
3	80.00	\$32.27	\$9.90	\$9.25	\$9.21	\$0.00	\$60.63
4	90.00	\$36.31	\$9.90	\$9.25	\$9.21	\$0.00	\$64.67

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$9.90	\$9.25	\$9.21	\$0.00	\$53.39
2	70.00	\$29.20	\$9.90	\$9.25	\$9.21	\$0.00	\$57.56
3	80.00	\$33.38	\$9.90	\$9.25	\$9.21	\$0.00	\$61.74
4	90.00	\$37.55	\$9.90	\$9.25	\$9.21	\$0.00	\$65.91
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LABORER: CARPENTER TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/2/2025	\$40.43	\$9.90	\$9.25	\$9.17	\$0.00	\$68.75
LABORERS	12/1/2025	\$41.81	\$9.90	\$9.25	\$9.17	\$0.00	\$70.13
LABORERS - ZONE 2	6/1/2026	\$43.25	\$9.90	\$9.25	\$9.17	\$0.00	\$71.57
	12/7/2026	\$44.69	\$9.90	\$9.25	\$9.17	\$0.00	\$73.01
	6/7/2027	\$46.14	\$9.90	\$9.25	\$9.17	\$0.00	\$74.46
	12/6/2027	\$47.59	\$9.90	\$9.25	\$9.17	\$0.00	\$75.91
	6/5/2028	\$49.09	\$9.90	\$9.25	\$9.17	\$0.00	\$77.41
	12/4/2028	\$50.59	\$9.90	\$9.25	\$9.17	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

LABORER: MULTI-TRADE TENDER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	6/1/2025	\$40.34	\$9.90	\$9.25	\$9.11	\$0.00	\$68.60
LABORERS	12/1/2025	\$41.72	\$9.90	\$9.25	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$43.16	\$9.90	\$9.25	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.60	\$9.90	\$9.25	\$9.11	\$0.00	\$72.86
	6/1/2027	\$46.05	\$9.90	\$9.25	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.50	\$9.90	\$9.25	\$9.11	\$0.00	\$75.76
	6/1/2028	\$49.00	\$9.90	\$9.25	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.50	\$9.90	\$9.25	\$9.11	\$0.00	\$78.76

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

MARBLE & TILE FINISHERS	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$54.92	\$11.49	\$15.57	\$6.05	\$0.00	\$88.03
	2/1/2027	\$56.04	\$11.49	\$15.57	\$6.05	\$0.00	\$89.15



Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: MARBLE MASONS, TILELAYERS &amp; TERRAZZO MECH</b> <b>Effective Date: 2/1/2026</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3)	1/6/2025	\$43.48	\$10.08	\$11.47	\$9.75	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.76	\$10.08	\$11.47	\$9.75	\$0.00	\$77.06
MILLWRIGHTS LOCAL 1121 - Zone 3							
<b>Apprentice: MILLWRIGHT (Zone 3)</b> <b>Effective Date: 1/6/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	55.00	\$23.91	\$10.08	\$0.00	\$5.36	\$0.00	\$39.35
2	65.00	\$28.26	\$10.08	\$0.00	\$6.34	\$0.00	\$44.68
3	75.00	\$32.61	\$10.08	\$11.47	\$7.31	\$0.00	\$61.47
4	85.00	\$36.96	\$10.08	\$11.47	\$8.29	\$0.00	\$66.80
<b>Apprentice: MILLWRIGHT (Zone 3)</b> <b>Effective Date: 1/5/2026</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
1	55.00	\$25.17	\$10.08	\$0.00	\$5.36	\$0.00	\$40.61
2	65.00	\$29.74	\$10.08	\$0.00	\$6.34	\$0.00	\$46.16
3	75.00	\$34.32	\$10.08	\$11.47	\$7.31	\$0.00	\$63.18
4	85.00	\$38.90	\$10.08	\$11.47	\$8.29	\$0.00	\$68.74
MORTAR MIXER LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2025	\$25.97	\$15.30	\$13.15	\$3.25	\$0.00	\$57.67
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$26.63	\$15.30	\$13.15	\$3.25	\$0.00	\$58.33
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$27.22	\$15.30	\$13.15	\$3.25	\$0.00	\$58.92
	12/1/2026	\$27.89	\$15.30	\$13.15	\$3.25	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2025	\$31.80	\$15.30	\$13.15	\$3.25	\$0.00	\$63.50
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$32.60	\$15.30	\$13.15	\$3.25	\$0.00	\$64.30
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$33.32	\$15.30	\$13.15	\$3.25	\$0.00	\$65.02
	12/1/2026	\$34.12	\$15.30	\$13.15	\$3.25	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2025	\$49.36	\$9.95	\$11.85	\$12.10	\$0.00	\$83.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate







Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PLUMBER &amp; PIPEFITTER</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	60.00	\$33.84	\$11.30	\$0.00	\$0.00	\$0.00	\$45.14
4	70.00	\$39.48	\$11.30	\$0.00	\$8.06	\$0.00	\$58.84
5	80.00	\$45.12	\$11.30	\$0.00	\$8.06	\$0.00	\$64.48
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PNEUMATIC CONTROLS (TEMP.)	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
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PNEUMATIC DRILL/TOOL OPERATOR LABORERS	6/1/2025	\$41.09	\$9.90	\$9.25	\$8.29	\$0.00	\$68.53
LABORERS - ZONE 2	12/1/2025	\$42.47	\$9.90	\$9.25	\$8.29	\$0.00	\$69.91
	6/1/2026	\$43.91	\$9.90	\$9.25	\$8.29	\$0.00	\$71.35
	12/1/2026	\$45.35	\$9.90	\$9.25	\$8.29	\$0.00	\$72.79
	6/1/2027	\$46.80	\$9.90	\$9.25	\$8.29	\$0.00	\$74.24
	12/1/2027	\$48.25	\$9.90	\$9.25	\$8.29	\$0.00	\$75.69
	6/1/2028	\$49.75	\$9.90	\$9.25	\$8.29	\$0.00	\$77.19
	12/1/2028	\$51.25	\$9.90	\$9.25	\$8.29	\$0.00	\$78.69
For apprentice rates see "Apprentice- LABORER"							
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PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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POWDERMAN & BLASTER LABORERS	6/1/2025	\$41.34	\$9.90	\$9.25	\$9.11	\$0.00	\$69.60
LABORERS - ZONE 2	12/1/2025	\$42.72	\$9.90	\$9.25	\$9.11	\$0.00	\$70.98
	6/1/2026	\$44.16	\$9.90	\$9.25	\$9.11	\$0.00	\$72.42
	12/1/2026	\$45.60	\$9.90	\$9.25	\$9.11	\$0.00	\$73.86
	6/1/2027	\$47.05	\$9.90	\$9.25	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.50	\$9.90	\$9.25	\$9.11	\$0.00	\$76.76
	6/1/2028	\$50.00	\$9.90	\$9.25	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.50	\$9.90	\$9.25	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
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POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$41.34	\$9.65	\$9.25	\$9.21	\$0.00	\$69.45
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$42.72	\$9.65	\$9.25	\$9.21	\$0.00	\$70.83
	6/1/2026	\$44.16	\$9.65	\$9.25	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.60	\$9.65	\$9.25	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2025	\$37.52	\$15.55	\$13.25	\$3.25	\$0.00	\$69.57
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$38.47	\$15.55	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$39.33	\$15.55	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$40.28	\$15.55	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	2/2/2025	\$29.50	\$11.57	\$8.00	\$0.00	\$0.00	\$49.07
TEAMSTERS 170	2/2/2026	\$29.50	\$12.37	\$8.00	\$0.00	\$0.00	\$49.87
TEAMSTERS 170 -J.G.MacLellan (Lunenburg)	1/1/2027	\$30.00	\$12.37	\$8.00	\$0.00	\$0.00	\$50.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RECLAIMERS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.11	\$0.00	\$68.85
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.11	\$0.00	\$73.11
	6/1/2027	\$46.30	\$9.90	\$9.25	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.75	\$9.90	\$9.25	\$9.11	\$0.00	\$76.01
	6/1/2028	\$49.25	\$9.90	\$9.25	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.75	\$9.90	\$9.25	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3	2/1/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00	\$76.02
3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00	\$82.85
4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00	\$89.67
5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00	\$96.50

TEST BORING DRILLER	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65
LABORERS	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77
LABORERS	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2025	\$57.68	\$15.55	\$13.25	\$3.25	\$0.00	\$89.73
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.12	\$15.55	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.40	\$15.55	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.84	\$15.55	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
LABORERS	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
LABORERS	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
LABORERS	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
LABORERS	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/1/2024	\$35.29	\$13.99	\$13.69	\$3.88	\$0.00	\$66.85
ELECTRICIANS LOCAL 96	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$17.65	\$13.99	\$0.53	\$3.88	\$0.00	\$36.05
2	55.00	\$19.41	\$13.99	\$0.58	\$3.88	\$0.00	\$37.86
3	60.00	\$21.17	\$13.99	\$13.27	\$3.88	\$0.00	\$52.31
4	65.00	\$22.94	\$13.99	\$13.32	\$3.88	\$0.00	\$54.13
5	70.00	\$24.70	\$13.99	\$13.37	\$3.88	\$0.00	\$55.94
6	75.00	\$26.47	\$13.99	\$13.42	\$3.88	\$0.00	\$57.76
7	80.00	\$28.23	\$13.99	\$13.48	\$3.88	\$0.00	\$59.58
8	85.00	\$30.00	\$13.99	\$13.53	\$3.88	\$0.00	\$61.40

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43

WAGON DRILL OPERATOR	6/1/2025	\$42.00	\$9.65	\$9.00	\$8.70	\$0.00	\$69.35
LABORERS	12/1/2025	\$43.38	\$9.65	\$9.00	\$8.70	\$0.00	\$70.73
LABORERS - ZONE 2	6/1/2026	\$44.82	\$9.65	\$9.00	\$8.70	\$0.00	\$72.17
	12/1/2026	\$46.26	\$9.65	\$9.00	\$8.70	\$0.00	\$73.61
	6/1/2027	\$47.71	\$9.65	\$9.00	\$8.70	\$0.00	\$75.06
	12/1/2027	\$49.16	\$9.65	\$9.00	\$8.70	\$0.00	\$76.51
	6/1/2028	\$50.66	\$9.65	\$9.00	\$8.70	\$0.00	\$78.01
	12/1/2028	\$52.16	\$9.65	\$9.00	\$8.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$40.59	\$9.90	\$9.25	\$9.21	\$0.00	\$68.95
LABORERS	12/1/2025	\$41.97	\$9.90	\$9.25	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.41	\$9.90	\$9.25	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.85	\$9.90	\$9.25	\$9.21	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
WASTE WATER PUMP OPERATOR	6/1/2025	\$58.33	\$15.55	\$13.25	\$3.25	\$0.00	\$90.38
OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.78	\$15.55	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.08	\$15.55	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.53	\$15.55	\$13.25	\$3.25	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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WATER METER INSTALLER	3/1/2025	\$55.00	\$11.30	\$9.71	\$8.06	\$0.00	\$84.07
PLUMBERS LOCAL 4	9/1/2025	\$56.40	\$11.30	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$29.67	\$9.25	\$0.89	\$1.00	\$0.00	\$40.81
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$42.03	\$9.25	\$1.26	\$9.01	\$0.00	\$61.55
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$34.62	\$9.25	\$1.04	\$9.03	\$0.00	\$53.94
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$27.20	\$9.25	\$0.82	\$1.00	\$0.00	\$38.27
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$42.03	\$9.25	\$1.26	\$13.09	\$0.00	\$65.63
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$37.09	\$9.25	\$1.11	\$9.76	\$0.00	\$57.21
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$27.20	\$9.25	\$0.82	\$1.00	\$0.00	\$38.27
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	8/30/2020	\$22.25	\$9.25	\$0.82	\$1.00	\$0.00	\$33.32
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2020	\$49.45	\$9.25	\$1.48	\$16.00	\$0.00	\$76.18

Apprentice: JOURNEYMAN LINEMAN							
Effective Date: 8/30/2020							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.67	\$9.25	\$0.89	\$2.50	\$0.00	\$42.31
2	65.00	\$32.14	\$9.25	\$0.96	\$2.50	\$0.00	\$44.85
3	70.00	\$34.62	\$9.25	\$1.04	\$2.50	\$0.00	\$47.41
4	75.00	\$37.09	\$9.25	\$1.11	\$4.00	\$0.00	\$51.45

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: JOURNEYMAN LINEMAN</b>							
<b>Effective Date: 8/30/2020</b>							
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment Total Rate</b>
	5	80.00	\$39.56	\$9.25	\$1.19	\$4.00	\$0.00 \$54.00
	6	85.00	\$42.03	\$9.25	\$1.26	\$4.00	\$0.00 \$56.54
	7	90.00	\$44.51	\$9.25	\$1.34	\$6.00	\$0.00 \$61.10
<hr/>							
TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$30.73	\$4.70	\$0.92	\$2.25	\$0.00	\$38.60
<hr/>							
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77
<hr/>							
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	2/4/2019	\$28.93	\$4.70	\$0.89	\$2.25	\$0.00	\$36.77

**Additional Apprentice Information**

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.



**PUMP STATION ALTERNATIVE**  
**GARDNER SANITARY LANDFILL**  
**GARDNER, MASSACHUSETTS**  
 PREPARED FOR:  
**CITY OF GARDNER**

DATE: 7/29/99  
 SCALE: 1"=40'  
 PROJECT NO.: 98104  
 FILE NO.: PUMP SITE PLAN  
 DESIGNER: D.E.S.  
 DRAWN: R.F.T.  
 CHECKED: G.T.C.

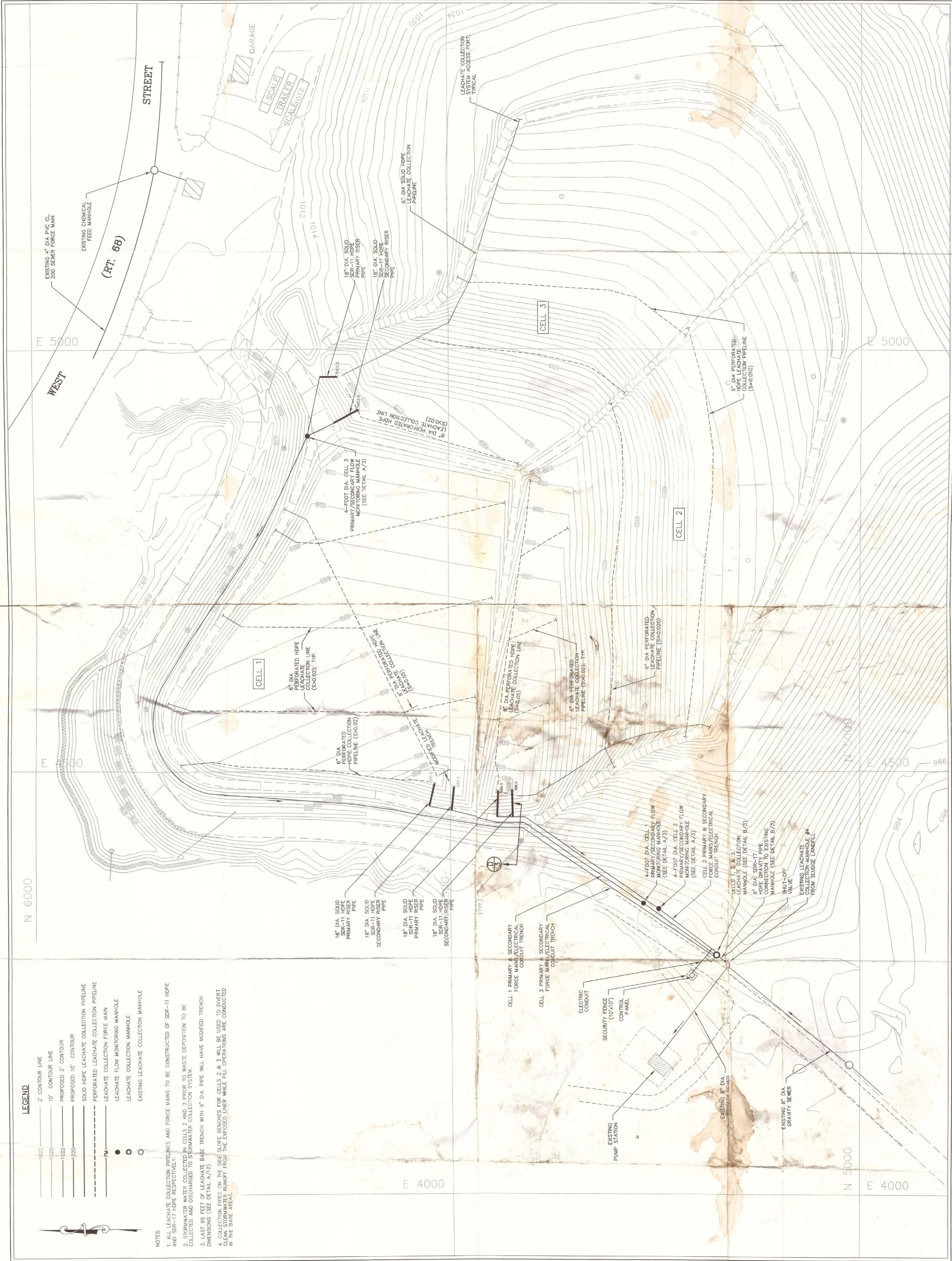


**Cushing, Goins & Kirschner, Inc.**  
 422 West Grove Street  
 Middleborough, Massachusetts 02346  
 TEL. (508) 923-0879 • FAX (508) 923-0894



NO.	DATE	REVISIONS

DRAWING NUMBER  
 SHEET 1 OF 3



- LEGEND**
- 1022 2' CONTOUR LINE
  - 1020 10' CONTOUR LINE
  - 1022 PROPOSED 2' CONTOUR
  - 1020 PROPOSED 10' CONTOUR
  - SOLID HOPE LEACHATE COLLECTION PIPELINE
  - PERFORATED LEACHATE COLLECTION PIPELINE
  - LEACHATE COLLECTION FORCE MAIN
  - LEACHATE FLOW MONITORING MANHOLE
  - LEACHATE COLLECTION MANHOLE
  - EXISTING LEACHATE COLLECTION MANHOLE

**NOTES**

1. ALL LEACHATE COLLECTION PIPELINES AND FORCE MAINS TO BE CONSTRUCTED OF SDR-11 HDPE AND SDR-17 HDPE RESPECTIVELY.
2. STORMWATER WATER COLLECTED IN CELLS 2 AND 3 PRIOR TO WASTE DEPOSITION TO BE COLLECTED AND DISCHARGED TO STORMWATER COLLECTION SYSTEM.
3. LAST 95 FEET OF LEACHATE BASE TRENCH WITH 8" DIA. PIPE WILL HAVE MODIFIED TRENCH DIMENSIONS (SEE DETAIL A/12).
4. COLLECTION LINES ON THE SIDE OF THE BRUSHES FOR CELLS 2 & 3 WILL BE USED TO DIVERT COLLECTION LINES AWAY FROM THE EXPOSED LINER WHILE FILL OPERATIONS ARE CONDUCTED IN THE BASE AREAS.





**CITY OF GARDNER**  
PURCHASING DEPARTMENT  
95 Pleasant Street, Room 217  
Gardner, MA 01440  
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 11, 2025

CITY OF GARDNER  
Joshua Cormier, CPO, MCPPO  
Director of Purchasing  
[jcormier@gardner-ma.gov](mailto:jcormier@gardner-ma.gov)

#### ADDENDUM 1

INVITATION FOR BID  
(Leachate System Improvement Project)  
MGL Chapter 30, 39M

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 the first page of this Addendum within your proposal submission. Failure to acknowledge may result in the rejection of your bid.** This addendum consists of two (2) typed pages.

#### Changes/Updates

**Please note: The "Required Submission Date" is extended to Wednesday, October 1, 2025 at 1 PM.**

#### Questions/Clarifications

1. Is there an additional level sensor that gets placed in the riser pipe or is the scope of working referring to the level sensor that is building into the pump?

*No. There is not an additional level sensor in the pipe. The level sensor is built into the EPG side riser pump for this application as indicated in item 1.1 (i.) of the SOW attached.*

2. Can the Town specify what flow sensor they would like the contractor to use?

*Item 1.2 of the attached SOW indicates that "Existing flowmeters shall also be assessed and replaced in-kind as necessary." The type of flow sensor shall be compatible with the pumping system and control panel integration*

3. Is the intent to replace the control panel or just repair the panel?

*Item 1.4 of the attached SOW states the intent is to replace all the integral components to restore to original operating conditions and repair the enclosure as described. If bidders feel that a complete replacement of the control panel provides long term value to the City then propose as such.*

4. What repairs need to be made to the main power and control panel?

*See response above for control panel repairs. Bidders will be required to assess the work required to provide fully functioning electrical components for the pumping system.*

### **Attachments**

Scope of Work (Basic Services)

## SCOPE OF BASIC SERVICES

### Phase 1: Leachate System Improvements

- 1.1 The existing six (6) side riser pumps shall be replaced in kind, which are model EPG SurePump™ Wheeled Sump Drainer. Pump models are as indicated in the referenced design drawing “Detail Sheet I, Leachate Pump Station Design, Gardner Sanitary Landfill”, dated 7/29/1999. Replacement work will also include the attached removable piping, high voltage service switches, and junction boxes. New bolts for the pump access doors should also be installed.
  - i. The level sensors are mounted along the central axis of the EPG Surepumps and are an integral part of the pumps level control. Replacement pumps shall include level sensors as part of the pump, and not as a separate device.
  - ii. The new pumps shall be tested for operation in conjunction with the control panel upgrades, in the presence of the Owner or the Owner’s representative.
  - iii. Installation of pumps, sideriser controls, control panel, flow meters, and all appurtenances shall conform to manufacturer’s recommendations. The hoses for the pumps shall be as recommended and supplied by the manufacturer of the pumps (e.g. Kanaflex hose as supplied by EPG or equivalent), and the hoses shall be of type to resist chemicals typically encountered with landfill leachate. Weight of pump hoses shall not restrict proper installation of pumps into sideriser pipes and allow pumps to be located as required.
- 1.2 Existing flowmeters shall also be assessed and replaced in-kind as necessary.
- 1.3 Concurrently with the removal of the old pumps and prior to installation of the new pumps, the perforated sump portion of the 18-inch riser pipe shall be jetted and cleaned to remove sediment build-up in the pipe and sump area. A vac-truck shall be used to remove necessary landfill liquids (leachate) and sediment/debris removal during the pipe cleaning process.
  - i. The contractor will be allowed to dispose of landfill leachate from the jetting process at the adjacent Gardner sludge landfill, which shall be coordinated with the City a minimum of five business days prior to performing.
- 1.4 The existing control panel shall be updated with new components to restore it to the original operating condition and specifications. New gaskets on the front and rear control panel doors will need replacement to make the doors weather tight. Adjustment to the doors shall be made to confirm that the doors are water-tight. The three interior panel heaters shall also be replaced in-kind.

- i. Following the repair & upgrades of the control panel, it shall be tested and operated in the presence of the Owner or the Owner's representative.
  - ii. All startup and field testing shall be fully documented with certification letters and filled in testing forms by the suppliers and/or contractors.
- 1.5 Replace desiccant capsules installed in-line at the pump station junction box and control panels. Perform maintenance every 4-6 months by replacing capsules.
- 1.6 Any inaccessible wiring will require conductivity testing to determine continuity and integrity of the wiring, for the full length and to confirm that proper operation of the pumps and controls will be successful.
- 1.7 Pressure testing shall be completed of inaccessible piping to verify integrity.
  - i. The pressure testing shall be in the presence of the Owner or Owner's representative.
  - ii. Ends of sections being tested shall be tightly closed by plugs, blind flanges, gates, or otherwise for the duration of the tests. Contractor shall furnish all such material, supplies, apparatus, labor, and equipment as necessary for carrying out the tests, and shall make all necessary arrangements for securing and furnishing any necessary air or water for test purposes. A test report shall be submitted to the Owner following completion.
- 1.8 The drawings and bid scope do not attempt to fully indicate the degree of assembly, subassembly, field conditions, extent of field work, or degree of accuracy required to install the equipment or materials. Bidders will be required to inform themselves of the existing conditions and amount of field work required to complete the scope described and produce a finished installation ready for operation.
- 1.9 Reference design drawings for this bid include 3 sheets titled as follows:
  - i. Pump Station Alternative, Leachate Pump Station Design, Sheet 1 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999
  - ii. Detail Sheet I, Leachate Pump Station Design, Sheet 2 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999
  - iii. Detail Sheet II, Leachate Pump Station Design, Sheet 3 of 3, City of Gardner, by Cushing, Goins & Kirschner, dated 7/29/1999

**CITY OF GARDNER**  
PURCHASING DEPARTMENT  
95 Pleasant Street, Room 217  
Gardner, MA 01440  
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 16, 2025

CITY OF GARDNER  
Joshua Cormier, CPO, MCPPO  
Director of Purchasing  
[jcormier@gardner-ma.gov](mailto:jcormier@gardner-ma.gov)

ADDENDUM 2  
INVITATION FOR BID  
(Leachate System Improvement Project)  
MGL Ch. 30, 39M

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 the first page of the Addendum within your proposal submission. Failure to acknowledge on the Bid Form may result in the rejection of your bid.** This addendum consists of seventeen (17) typed pages.

#### Changes/Updates

A second Pre-Bid Site Walk will be held, on-site, at 9 AM on Tuesday, September 23, 2025.

#### Questions/Clarifications

1. Where is the electrical meter located for the control panel and pump system?

*The location is unknown at this time.*

2. Are there any plans detailing the location/layout of the inaccessible wiring for the pumps and control panel?

*See attachment entitled "Landfill Leachate System Electrical Line Location"*

3. What are the current pump specifications?

Cell 1 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD15-3

Cell 2 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD16-1

Cell 3 – 2 Sure Pump wheeled sump drainer pumps, Model #WSD15-4

4. Will permit fees be waived?

*The permit fees will be waived.*

5. Is there a completion date for the project?

*The completion date is dependent on the availability of parts as well as weather conditions but the goal is to have the project completed as soon as possible due to the needs that exist at this time.*

6. Are there any hand holes for the electrical wiring?

*This is unknown at this time.*

7. What is the material that was used for the current wiring conduit?

*The material used is unknown at this time.*

8. At the pre bid meeting it was determined it would be best for the control panel to be replaced. Please confirm the electrical scope as defined below:

- Disconnect and reconnect 6 pumps
- Remove and replace junction box, disconnect switch, and backerboard stand for 6 pumps
- Test continuity of the wires for the 6 pump and flow meters
- Disconnect and reconnect flow meters
- Remove and replace control panel for the 6 pumps
- Install new gasket on both sides of the enclosure

*The scope of work is accurate.*

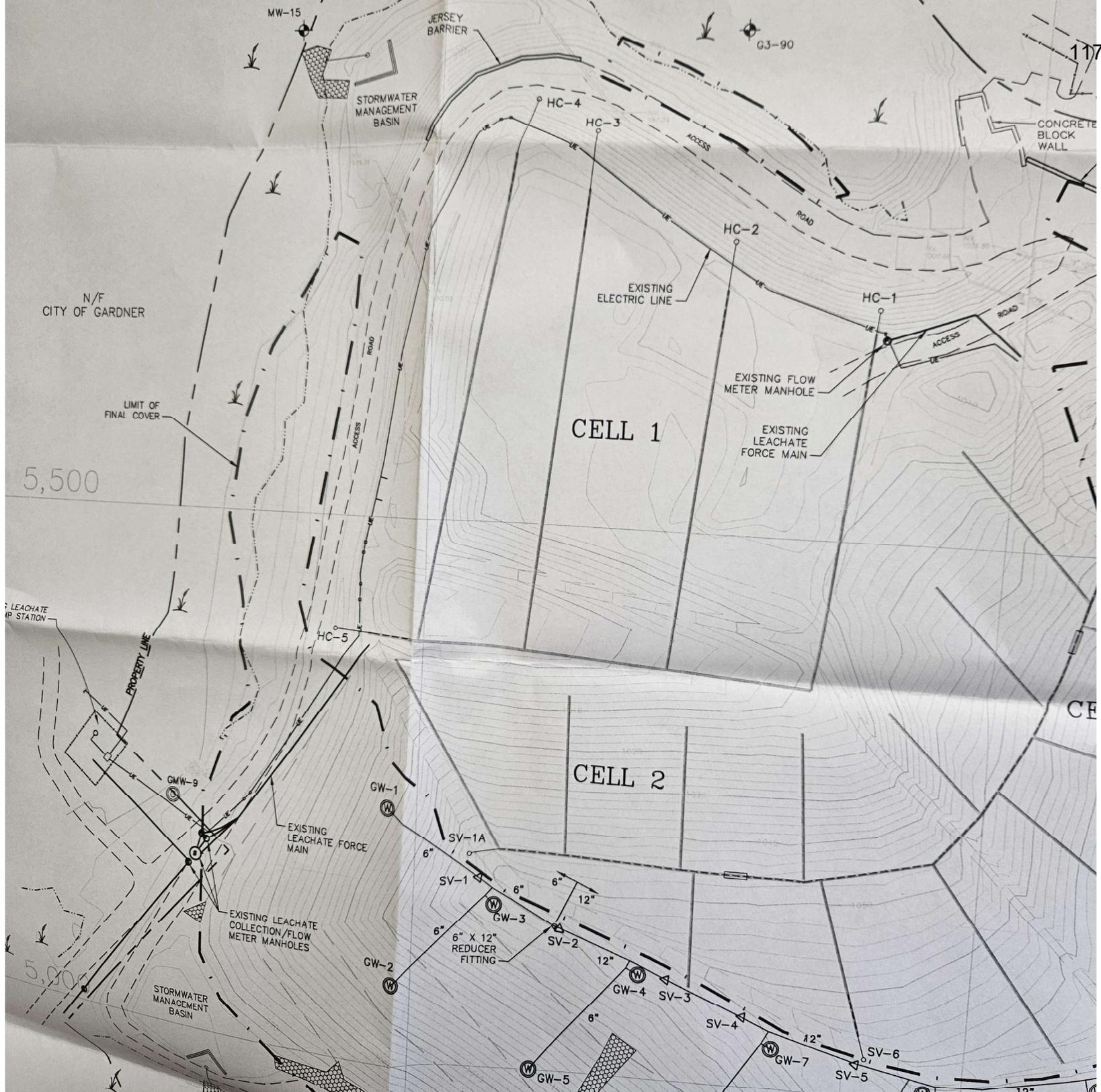
9. Please provide any information on the flow meter, the manhole was not open during the pre bid meeting. Some of the existing pumps are currently off, how often do those need to be pumped out?

*There is no additional information available for the flow meters. To date, the Health Department has had the leachate pumped one time from Cell #2 on 8/29 with a volume of 6,000 gallons.*

#### **Attachments**

- Landfill Leachate System Electrical Line Location
- Landfill Pump Station Alarm List
- Leachate Pumps Control Panel As-Buit Sheet 1 of 11
- Leachate Pumps Control Panel As-Buit Sheet 2 of 11
- Leachate Pumps Control Panel As-Buit Sheet 3 of 11
- Leachate Pumps Control Panel As-Buit Sheet 4 of 11
- Leachate Pumps Control Panel As-Buit Sheet 5 of 11
- Leachate Pumps Control Panel As-Buit Sheet 6 of 11

- Leachate Pumps Control Panel As-Built Sheet 7 of 11
- Leachate Pumps Control Panel As-Built Sheet 8 of 11
- Leachate Pumps Control Panel As-Built Sheet 9 of 11
- Leachate Pumps Control Panel As-Built Sheet 10 of 11
- Leachate Pumps Control Panel As-Built Sheet 11 of 11
- PreBid Site Walk Sign In Sheet



# SUE GARDNER SEWER PUMP STATIONS ALARM LIST

COLEMAN STREET PUMP STATION (978) 632-1629	
ZONE 1	TEMPERATURE
ZONE 2	HIGH WET WELL

DYER STREET PUMP STATION (978) 632-9215	
ZONE 1	TEMPERATURE
ZONE 2	HIGH WET WELL

LANDFILL PUMP STATION & CHEM BLDG (978) 632-3459	
ZONE 1	TEMPERATURE
ZONE 2	CHEM BLDG- METHANE ALARM
ZONE 3	HIGH WET WELL

BANNER ROAD PUMP STATION (978) 632-6943	
MINOTT ROAD PUMP STATION (978) 632-6548	
PARKER STREET PUMP STATION (978) 632-6145	
ZONE 1	PUMP 1 FAILURE
ZONE 2	PUMP 2 FAILURE
ZONE 3	HIGH WATER ALARM
ZONE 4	PUMP 1 PRIME FAILURE
ZONE 5	PUMP 2 PRIME FAILURE
ZONE 6	CONTROL POWER FAILURE
ZONE 7	LOW TEMP ALARM
ZONE 8	PUMP 1 PUMPING FAILURE
ZONE 9	PUMP 2 PUMPING FAILURE

RACETTE AVE PUMP STATION (978) 632-0967	
ZONE 1	TEMPERATURE
ZONE 2	PUMP #2 ALARM
ZONE 3	PUMP #1 ALARM
ZONE 4	HIGH WET WELL

SUMMIT PUMP STATION (978) 630-1440	
ZONE 1	HIGH WET WELL
ZONE 2	PUMP FAILURE
ZONE 3	GENERATOR FAILURE
ZONE 4	GENERATOR RUNNING

WEST BROADWAY PUMP STATION (978) 632-7097	
ALARM 1	GENERATOR RUNNING
ALARM 2	GENERATOR FAILURE
ALARM 3	TRANSFER SWITCH
ALARM 4	LOW WET WELL
ALARM 5	HIGH WET WELL
ALARM 6	PUMP FAILURE
ALARM 7	DRYWELL FLOOD

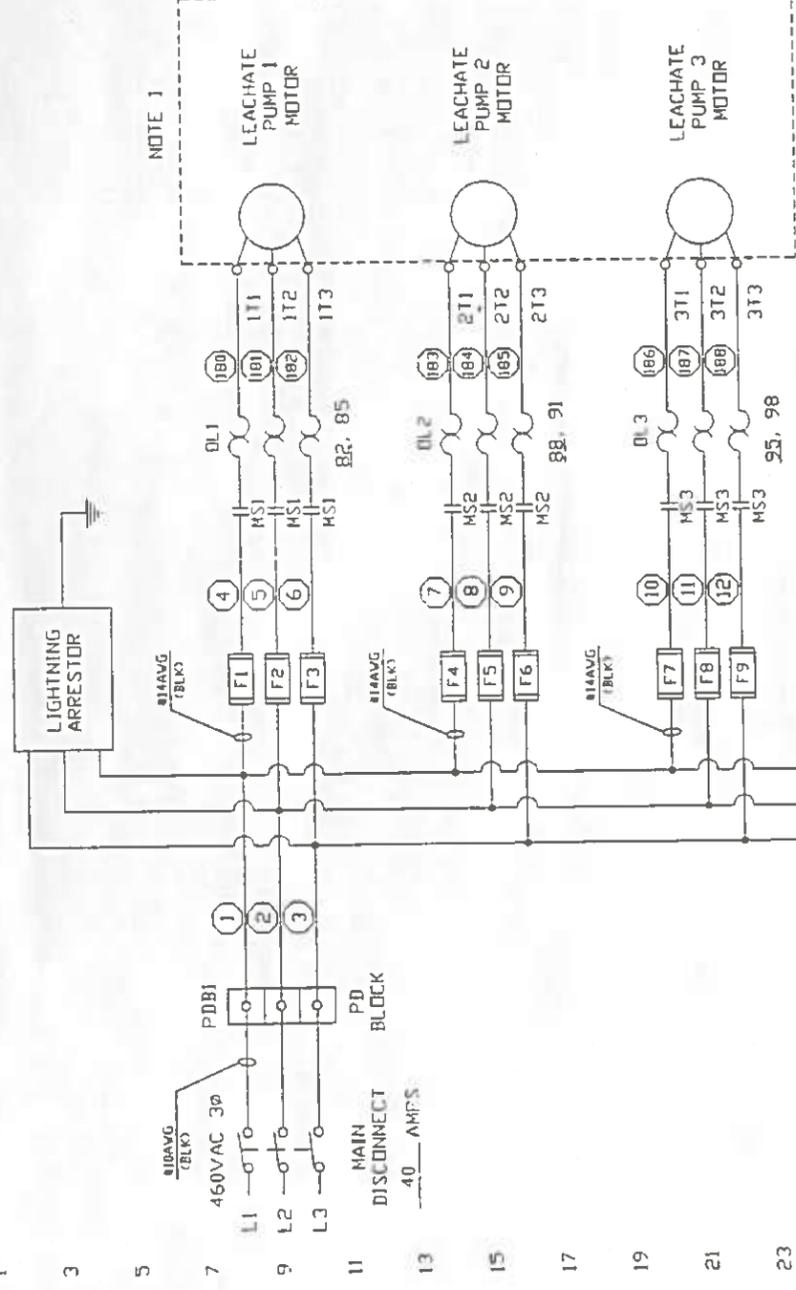
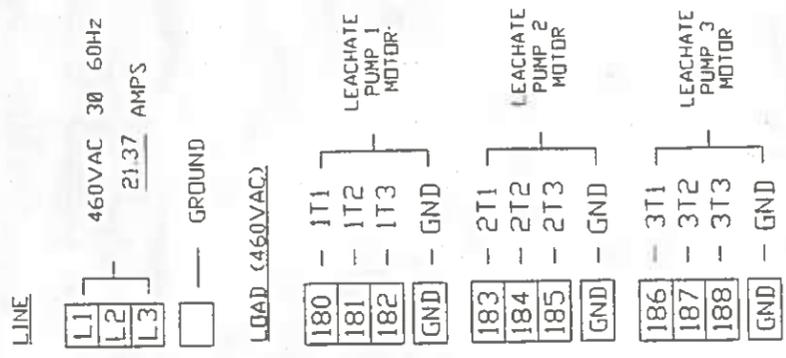
WILLIS ROAD PUMP STATION (978) 632-2932	
ZONE 1	TEMPERATURE
ZONE 2	PS ALARM
ZONE 3	HIGH WET WELL

\*\* PRESSING 555 ACKNOWLEDGES ALARMS AT MOST STATIONS\*\*  
 \*\* PRESSING 3 WILL ACKNOWLEDGE ALARMS AT PARKER, MINNOTT AND BANNER\*\*

To reset the dialer you must call the central office (978) 632-1111 and press 1111.

MOTOR	HP	VOLTAGE	FLA	FUSE SIZE
LEACHATE PUMP 1	2	460	3.4	5A
LEACHATE PUMP 2	2	460	3.4	5A
LEACHATE PUMP 3	1-1/2	460	2.5	4A
LEACHATE PUMP 4	1-1/2	460	2.5	4A
LEACHATE PUMP 5	1-1/2	460	2.5	4A
LEACHATE PUMP 6	1-1/2	460	2.5	4A

**FIELD WIRING TERMINALS**



FUSE	TYPE	RATING
F1-F3	LPJ-SP	5
F4-F6	LPJ-SP	5
F7-F9	LPJ-SP	4
F10-F12	LPJ-SP	4
F13-F15	LPJ-SP	4
F16-F18	LPJ-SP	4
F19-F20	BBS	1
F21-F22	FNO	1
F23	FNM	2-8/10
F24	MDL	3

**AS BUILT**

- NOTE 1. NOT PART OF CONTROLLER
- 2. REFERENCE INSTALLATION OF INTRINSICALLY SAFE INSTRUMENT SYSTEMS IN CLASS I HAZARDOUS LOCATIONS, ANSI/ISA-81.01-1987, SECTION 4.5.4
- 3. "HQA" SWITCHES (S1 THRU S6) WILL SPRING RETURN FROM THE "HAND" POSITION

JOB No. 00-5081

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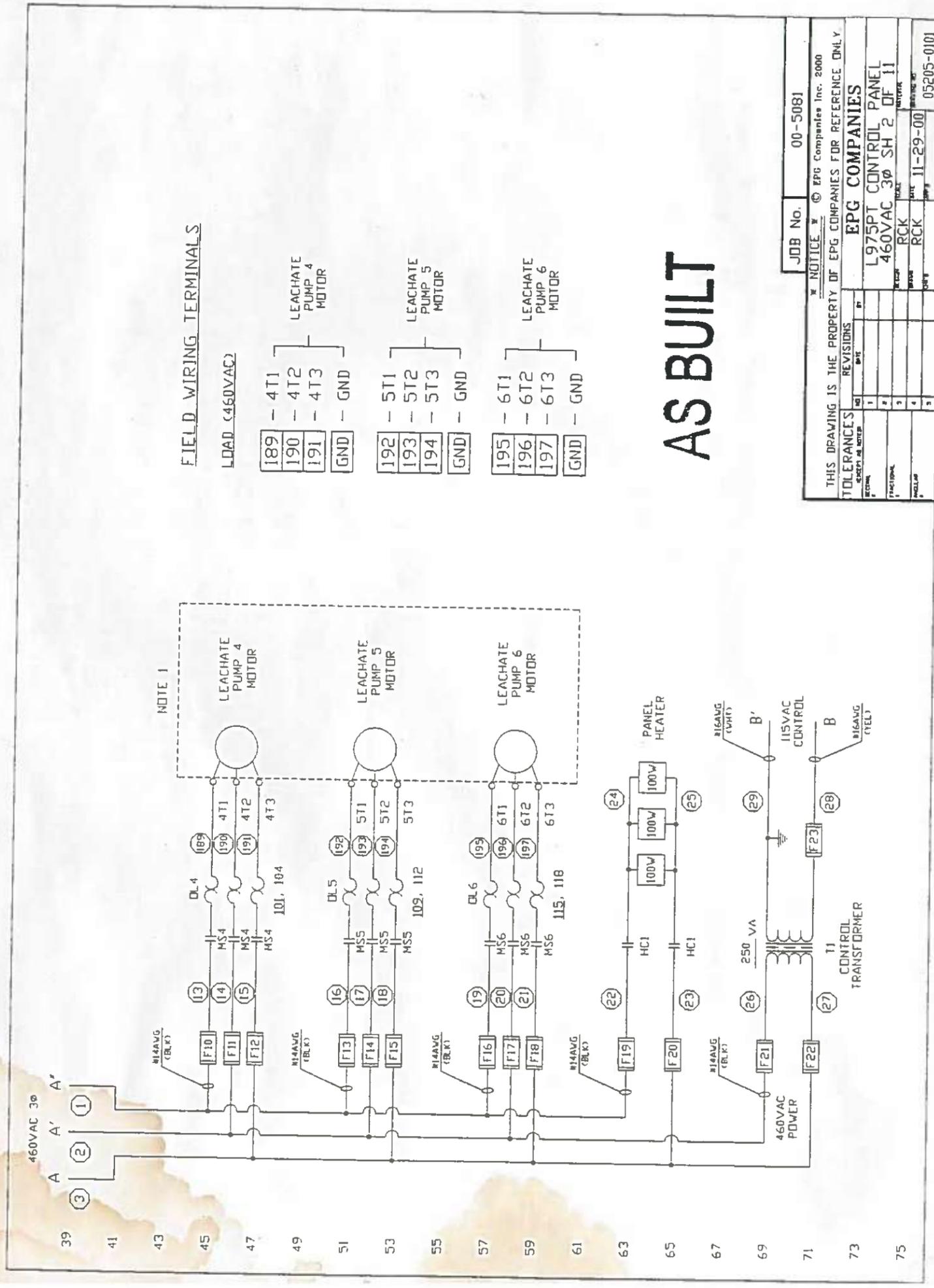
L975PT CONTROL PANEL

460VAC 3Ø SH 1 OF 11

RCK RCK

11-29-00

05205-0100



FIELD WIRING TERMINALS

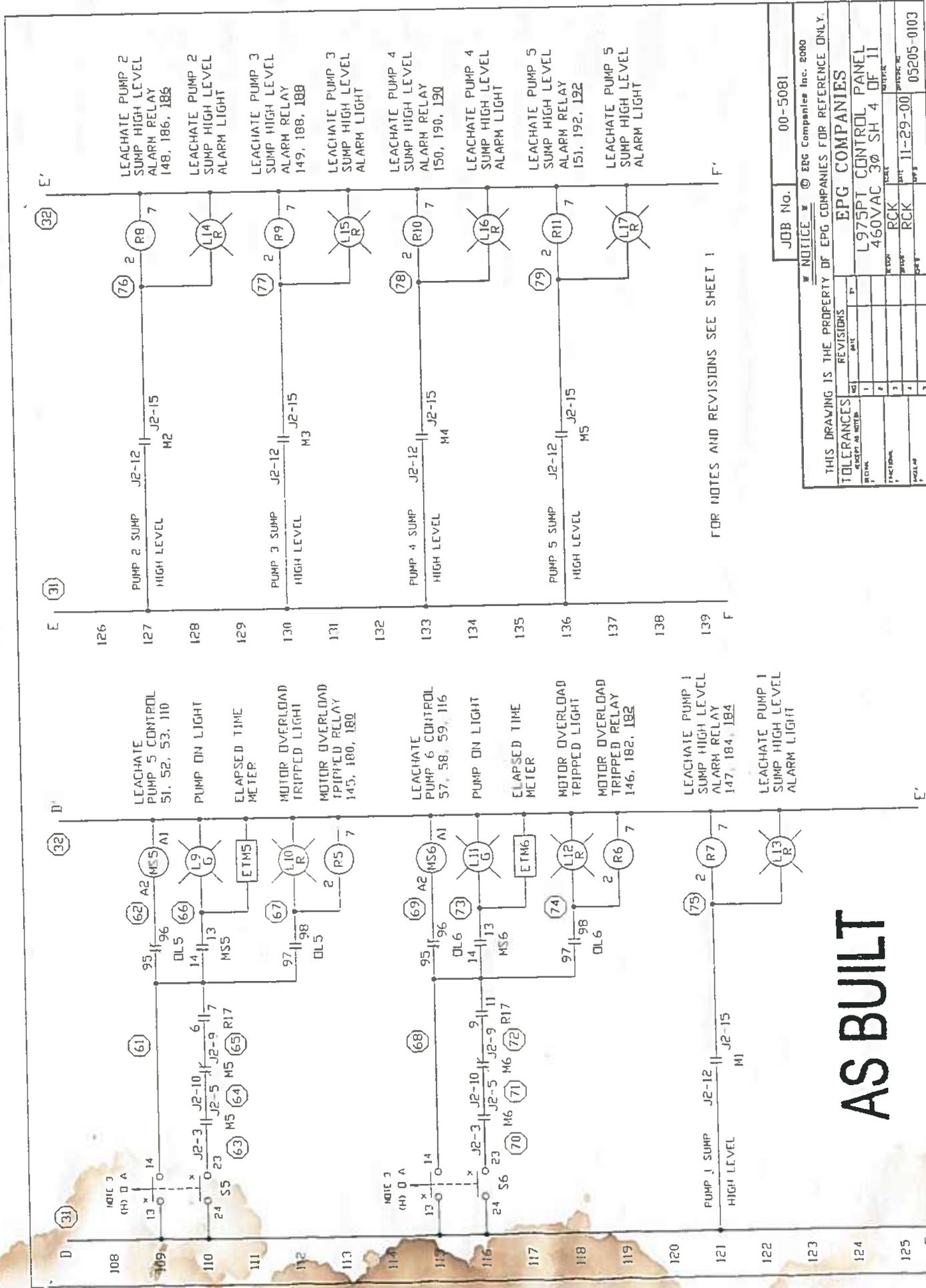
LOAD (460VAC)

189	-	4T1	LEACHATE PUMP 4 MOTOR
190	-	4T2	
191	-	4T3	
GND	-	GND	
192	-	5T1	LEACHATE PUMP 5 MOTOR
193	-	5T2	
194	-	5T3	
GND	-	GND	
195	-	6T1	LEACHATE PUMP 6 MOTOR
196	-	6T2	
197	-	6T3	
GND	-	GND	

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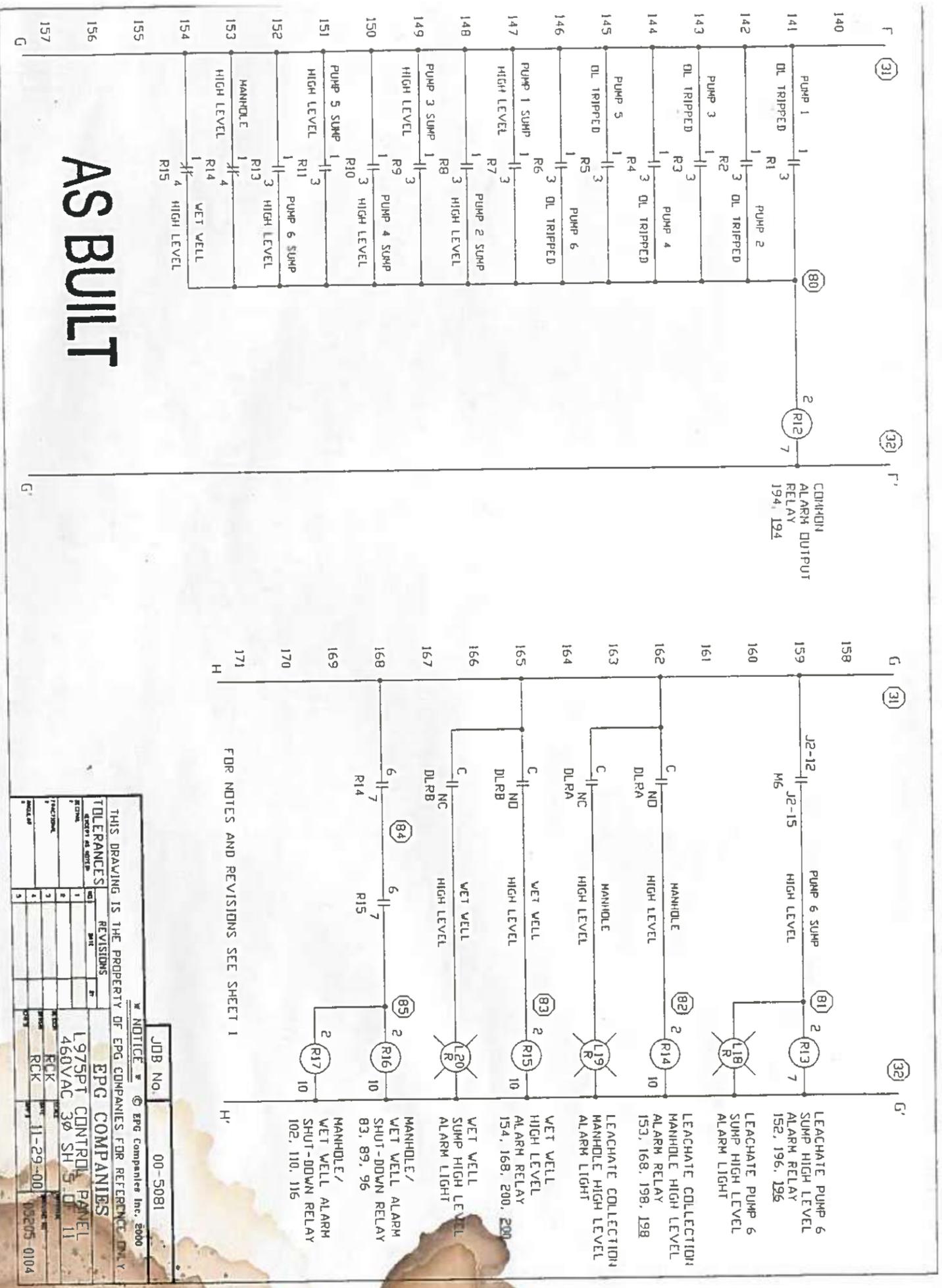




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JOB NO. 00-5081

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L975PT CONTROL PANEL

460VAC 3Ø SH 5.0 11

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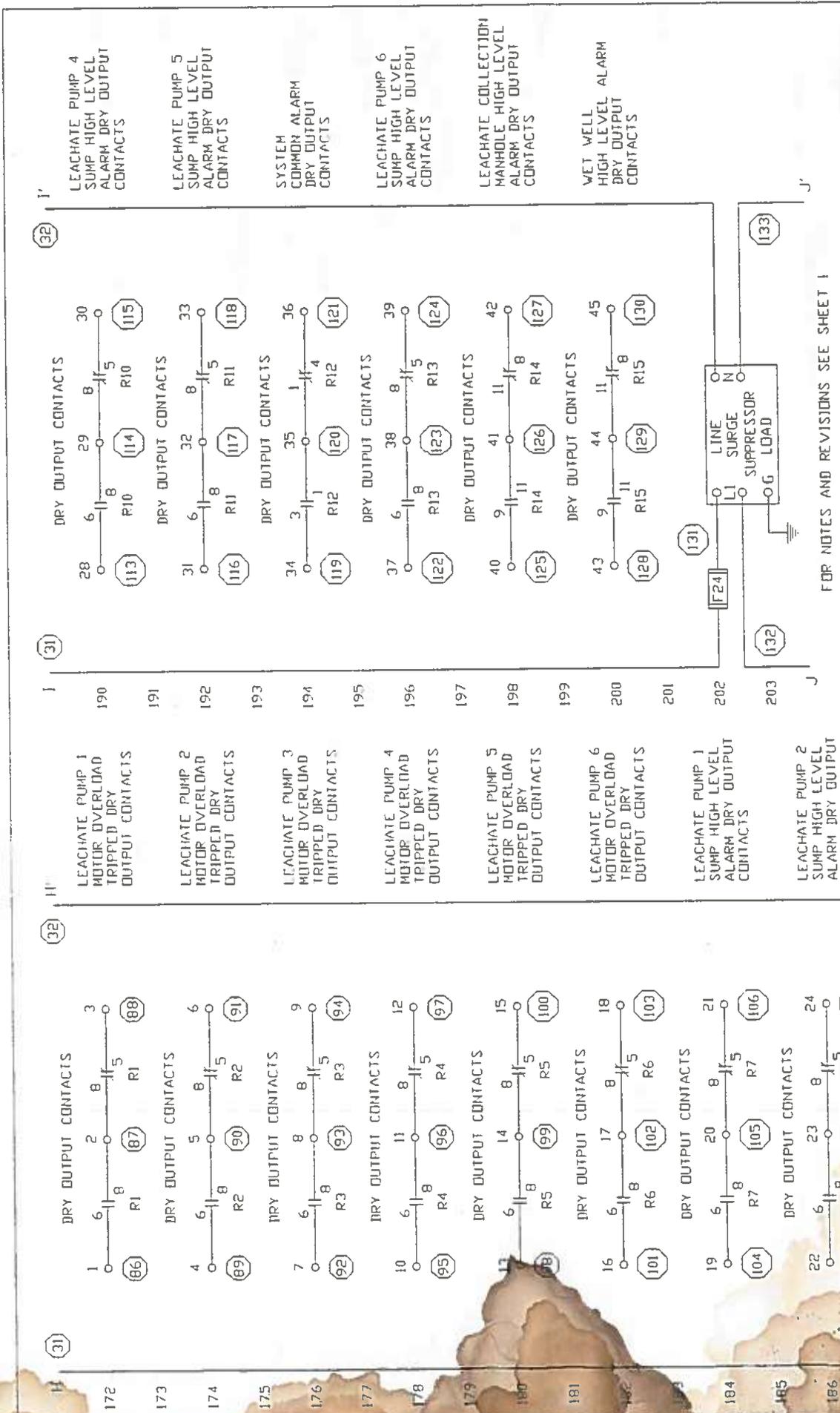
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SCALE: 1/8" = 1'-0"

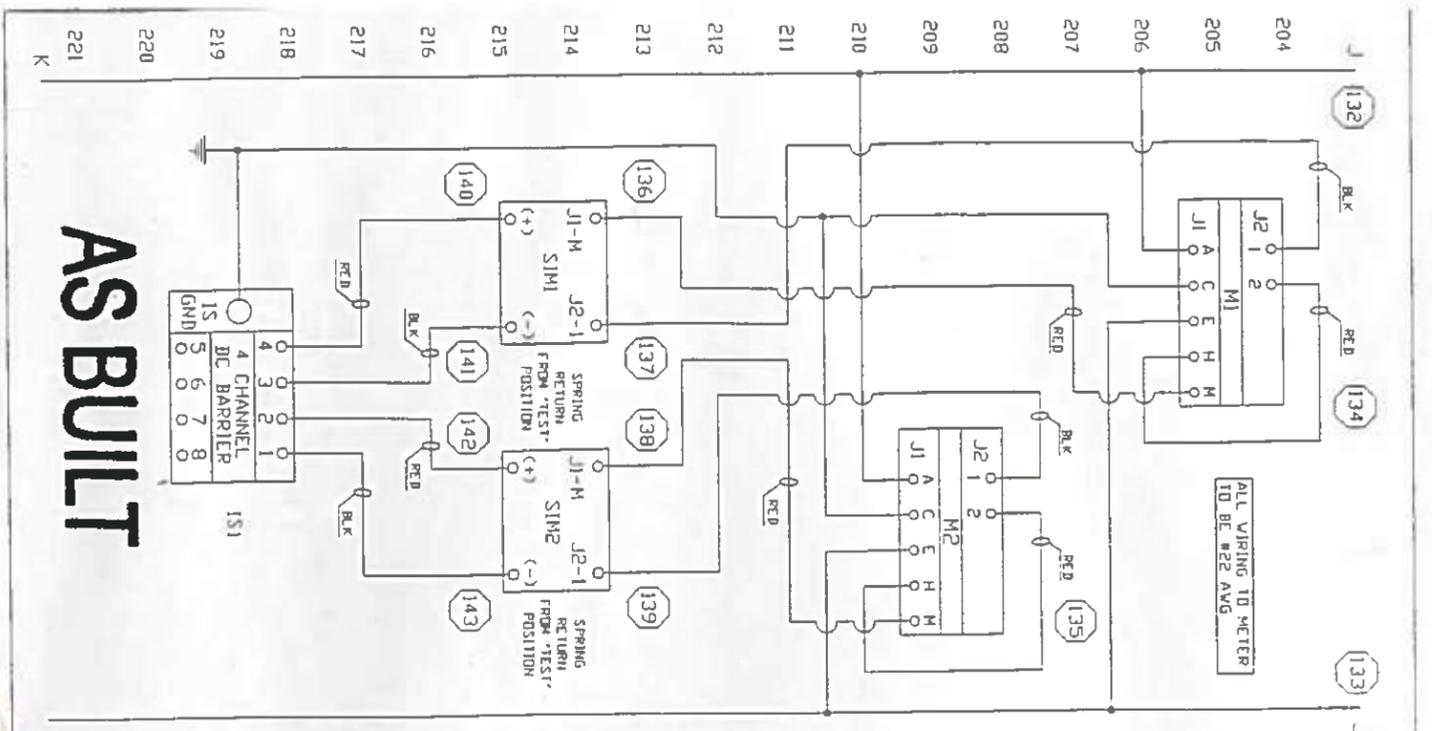
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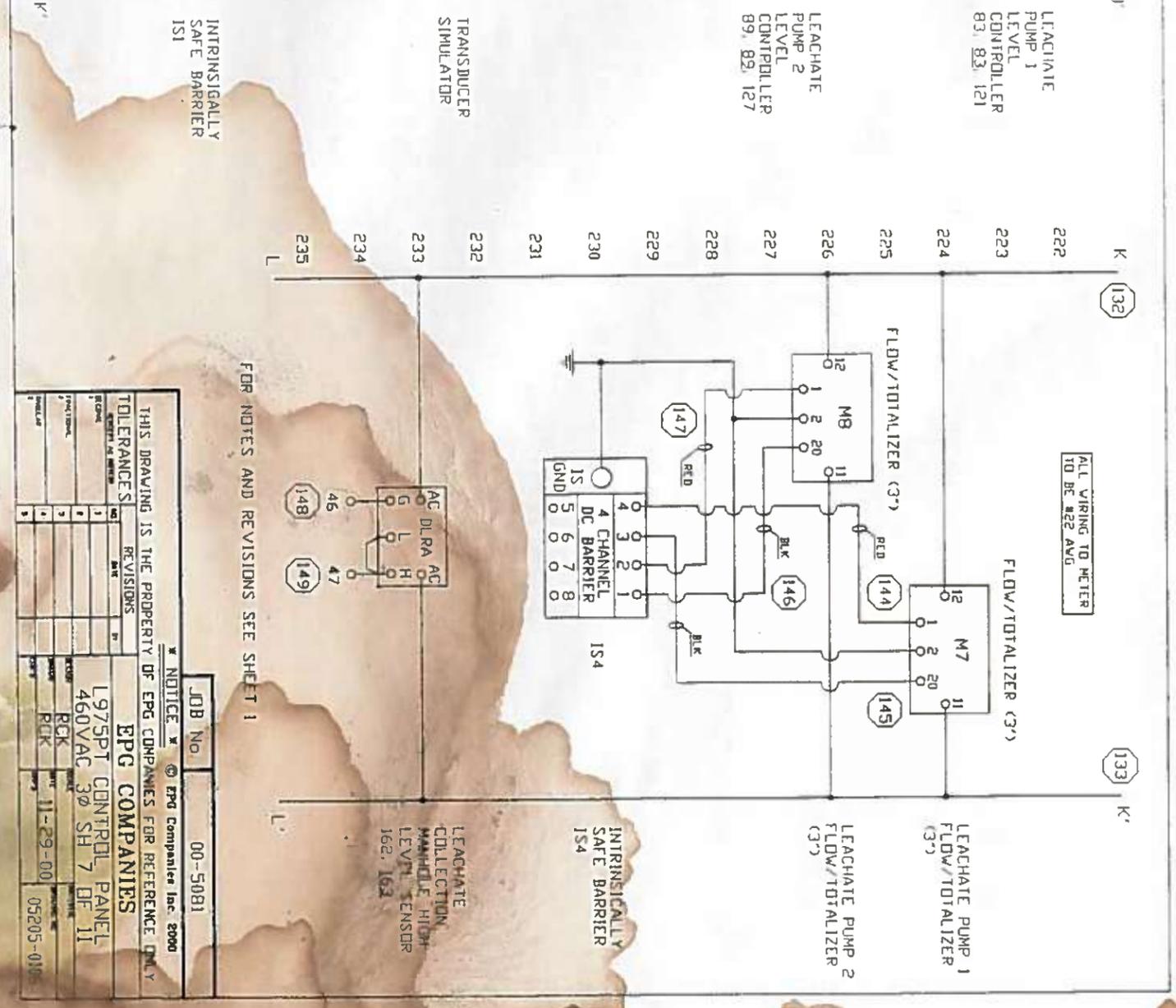
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**AS BUILT**

132 BLK  
 134 RED  
 133  
 DEACTIVATE PUMP 1 LEVEL CONTROLLER 89, 89, 121  
 LEACHATE PUMP 2 LEVEL CONTROLLER 89, 89, 127  
 TRANSDUCER SIMULATOR  
 INTRINSICALLY SAFE BARRIER 151

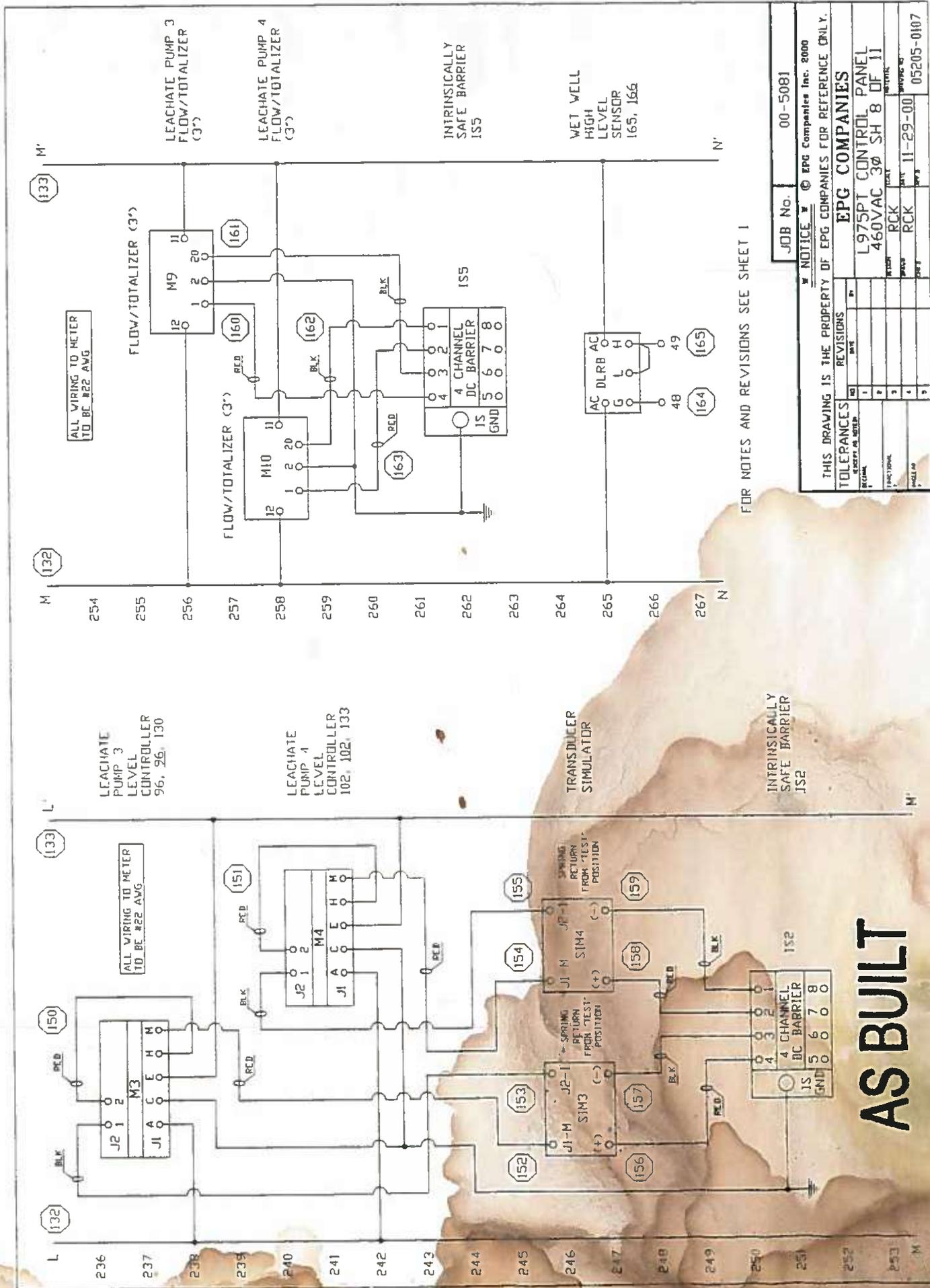


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LEACHATE COLLECTION MANHOLE HIGH LEVEL SENSOR 162, 163  
 INTRINSICALLY SAFE BARRIER 154

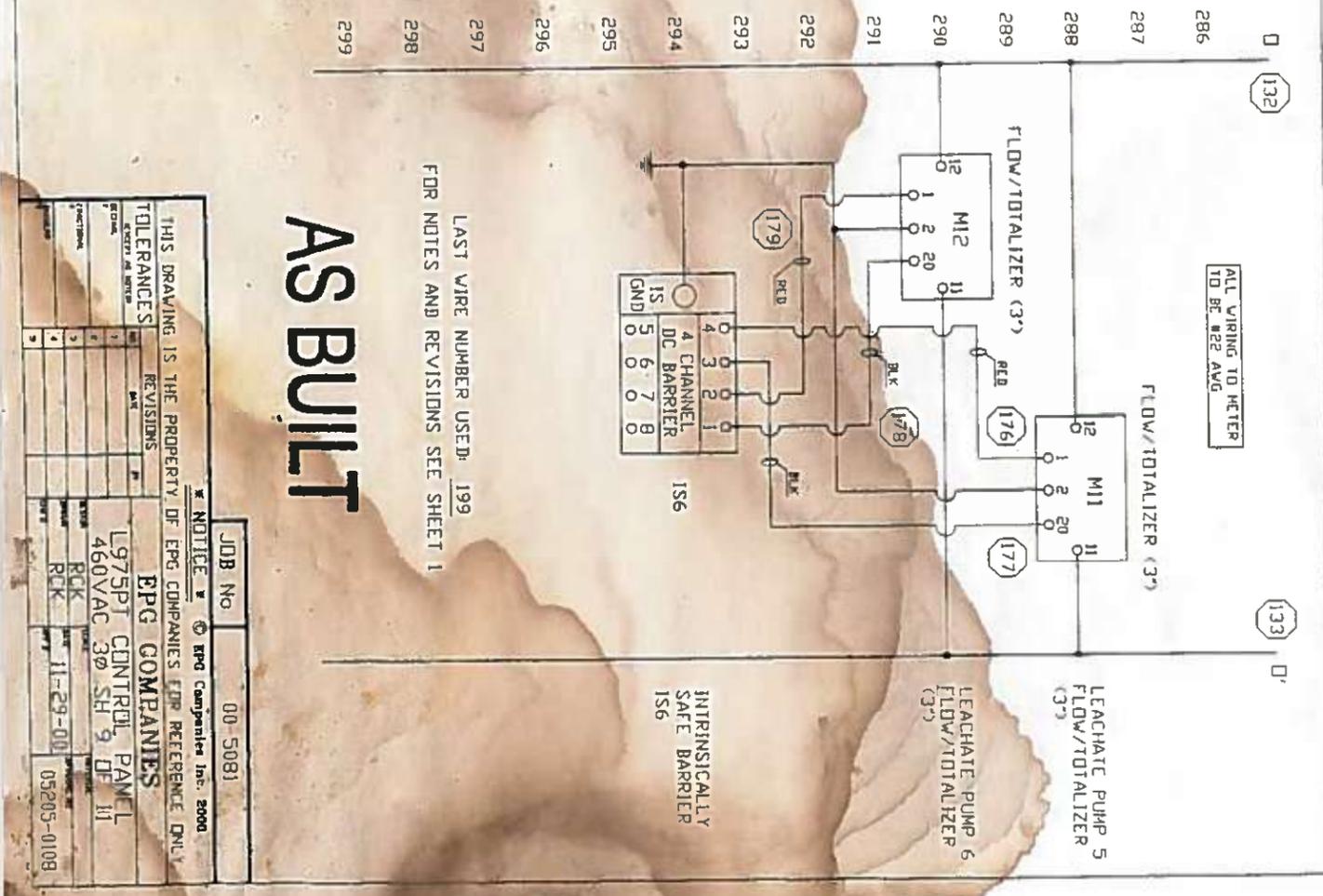
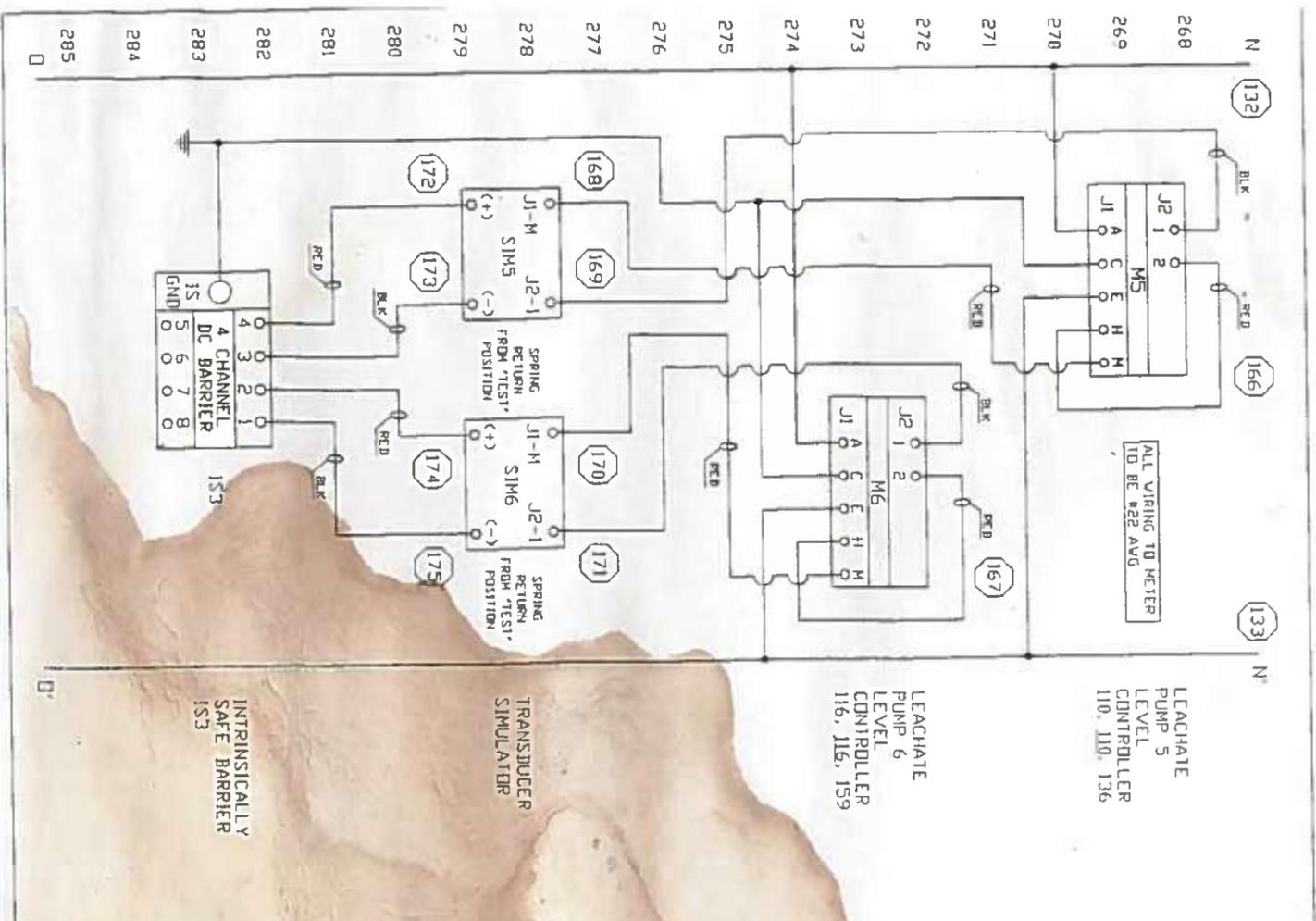
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**AS BUILT**

LAST WIRE NUMBER USED: 199  
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RCK			
RCK	11-29-00		
05205-0108			



FIELD WIRING TERMINALS

CONTROL (DRY OUTPUT CONTACT)

1	LEACHATE PUMP 1
2	MOTOR OVERLOAD TRIPPED
3	DRY OUTPUT CONTACT
4	LEACHATE PUMP 2
5	MOTOR OVERLOAD TRIPPED
6	DRY OUTPUT CONTACT
7	LEACHATE PUMP 3
8	MOTOR OVERLOAD TRIPPED
9	DRY OUTPUT CONTACT
10	LEACHATE PUMP 4
11	MOTOR OVERLOAD TRIPPED
12	DRY OUTPUT CONTACT
13	LEACHATE PUMP 5
14	MOTOR OVERLOAD TRIPPED
15	DRY OUTPUT CONTACT
16	LEACHATE PUMP 6
17	MOTOR OVERLOAD TRIPPED
18	DRY OUTPUT CONTACT
19	LEACHATE PUMP 1
20	SUMP HIGH LEVEL ALARM
21	DRY OUTPUT CONTACT
22	LEACHATE PUMP 2
23	SUMP HIGH LEVEL ALARM
24	DRY OUTPUT CONTACT
25	LEACHATE PUMP 3
26	SUMP HIGH LEVEL ALARM
27	DRY OUTPUT CONTACT
28	LEACHATE PUMP 4
29	SUMP HIGH LEVEL ALARM
30	DRY OUTPUT CONTACT
31	LEACHATE PUMP 5
32	SUMP HIGH LEVEL ALARM
33	DRY OUTPUT CONTACT
34	SYSTEM
35	COMMON ALARM
36	DRY OUTPUT CONTACT

FIELD WIRING TERMINALS

CONTROL (DRY OUTPUT CONTACT)

37	LEACHATE PUMP 6
38	SUMP HIGH LEVEL
39	DRY OUTPUT CONTACT
40	LEACHATE COLLECTION MANHOLE
41	HIGH LEVEL
42	DRY OUTPUT CONTACT
43	WET WELL
44	HIGH LEVEL
45	DRY OUTPUT CONTACT
50	SPARES
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FOR NOTES AND REVISIONS SEE SHEET 1

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EPG COMPANIES

L975FT CONTROL PANEL  
460VAC 3Ø SH 11 OF 11

REVISED BY: RCK  
DATE: 11-29-00  
JOB NO: 05205-0110

# CITY OF GARDNER

DEPARTMENT OF PURCHASING AND CIVIL ENFORCEMENT



## SIGN-IN

**MEETING:** 2026-018 Leachate Pump Installation Project

**DATE & PLACE:** Monday, September 15, 2023 at 9 AM (744 West Street, Gardner, MA)

NAME	COMPANY/AFFILIATION
Jack Lareau	Lafleur Electric
Nick Brecken	Fort Meadow Builders
Ethan Baird	Amp Electrical

**CITY OF GARDNER**  
PURCHASING DEPARTMENT  
95 Pleasant Street, Room 217  
Gardner, MA 01440  
978-632-0426

PROCUREMENT # 2026-018

ISSUE DATE: September 24, 2025

CITY OF GARDNER  
Joshua Cormier, CPO, MCPPO  
Director of Purchasing  
[jcormier@gardner-ma.gov](mailto:jcormier@gardner-ma.gov)

ADDENDUM 3  
INVITATION FOR BID  
(Leachate System Improvement Project)  
MGL Ch. 30, 39M

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 the first page of the 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. Who will be responsible for disposal of the pumps, wiring, and old control panel components?

*The city will be responsible for disposal. Items can be disposed of at the transfer station.*

2. There was a question as to the number of panel heaters.

*Only one panel heater was located during the pre-bid meeting, however, a prior estimate for the work indicated that there were three panel heaters.*

3. There were repeated questions as to the type of flow meters.

*The City has been unable to locate any additional plans or information.*

#### Attachments

- Pre-Bid Site Walk Sign In Sheet

# CITY OF GARDNER

DEPARTMENT OF PURCHASING AND CIVIL ENFORCEMENT



## SIGN-IN

**MEETING:** 2026-018 Leachate Pump Installation Project

**DATE & PLACE:** Tuesday, September 23, 2025 at 9 AM (744 West Street, Gardner, MA)

NAME	COMPANY/AFFILIATION
Brendan Devereaux	B.D. Electric, LLC
Nicholas Brecken	Fort Meadow Builders



Wind River Environmental LLC  
46 Lizotte Dr Suite 1000  
Marlborough MA 01752



# Invoice

Customer Number: 2259590\_1166368  
Questions: 978-841-5000

**BILL TO**

1 1 SP 0.740 \*\* E0001X I001 D14580545398 S2 P10886752 0001:0001



GARDNER WATER & SEWER DEPARTMENT  
50 MANCA DR  
GARDNER MA 01440-3213

**JOB SITE APPROVED**  
*MR GARDNER*  
SIGNATURE / DATE

OO - Gardner Landfill  
744 West Street  
Micah  
Gardner MA 01440

Service Date: 29-Aug-2025	Invoice Number: 7007326	Order Number: 0208320418
P.O. Number:	Invoice Date: 02-Sep-2025	Order Date: 28-Aug-2025

Quantity	Service Type	Amount	Tax
2.00	OS-C-Hours-Pump Truck	\$650.00	\$0.00
1.00	OS-C-Emergency-Weekday call after 2 PM	\$395.04	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00
1.00	Fuel / Energy Recovery	\$97.50	\$0.00

*BOH*

**Technician Comments:**  
Cover was accessed and properly secured. Septic system serviced. Filter not present. Tank cannot be outfitted with filter. 0 gallons removed. 1 inches of bottom sludge. 1 inches of top solids. System is at proper working level. Both baffles/tees are intact. Main line is clear. pumped and dump on-site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,167.54	\$0.00	\$0.00	\$1167.54		\$0.00	Due on Receipt	\$1,167.54

TO VIEW AND PAY ONLINE GO TO: <http://wrenvironmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

**From:**

Gardner Water & Sewer Department  
50 Manca Drive  
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208320418	7007326	02-Sep-2025	\$1,167.54

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit [www.wrenvironmental.com/policies](http://www.wrenvironmental.com/policies)



**Remit To:**

Wind River Environmental LLC  
P.O. Box 22074  
New York, NY 10087-2074



Wind River Environmental LLC.  
46 Lizotte Dr Suite 1000  
Marlborough MA 01752



# Invoice

Customer Number: 2259590\_1166368  
Questions: 978-841-5000

*BOH*

### BILL TO

30 1 MB 0.672 E0009X 10016 014624280865 S2 P10901223 0001:0001



GARDNER WATER & SEWER DEPARTMENT  
50 MANCA DR  
GARDNER MA 01440-3213

### JOB SITE

OO - Gardner Landfill  
744 West Street  
Micah  
Gardner MA 01440

Service Date: 23-Sep-2025	Invoice Number: 7038882	Order Number: 0208322511
P.O. Number:	Invoice Date: 23-Sep-2025	Order Date: 22-Sep-2025

Quantity	Service Type	Amount	Tax
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00
0.00	OO-C-Pumping-Leachate (gal)	\$0.00	\$0.00
2.00	OO-C-Hours-Pump Truck	\$650.00	\$0.00
1.00	Fuel / Energy Recovery	\$97.50	\$0.00

**Technician Comments:**  
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite .

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$772.50	\$0.00	\$0.00	\$772.50		\$0.00	Due on Receipt	\$772.50

TO VIEW AND PAY ONLINE GO TO: <http://wrenvironmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

#### From:

Gardner Water & Sewer Department  
50 Manca Drive  
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208322511	7038882	23-Sep-2025	\$772.50

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit [www.wrenvironmental.com/policies](http://www.wrenvironmental.com/policies)



**APPROVED**  
*MS* *10/7/25*  
SIGNATURE / DATE

#### Remit To:

Wind River Environmental LLC.  
P.O. Box 22074  
New York, NY 10067-2074

PO # 22371



Wind River Environmental LLC  
46 Lizotte Dr Suite 1000  
Marlborough MA 01752

APPROVED

SIGNATURE / DATE

*[Signature]* 10/31/25

Invoice

Customer Number: 2259590\_1166368  
Questions: 978-841-5000



BILL TO

JOB SITE

Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

OO - Gamder Landfill  
744 West Street  
Eric Babin  
Gardner MA 01440

Service Date: 28-Oct-2025	Invoice Number: 7085391	Order Number: 0208324568
P.O. Number:	Invoice Date: 29-Oct-2025	Order Date: 23-Oct-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$130.23	\$0.00
2.00	OO-C-Hours-Pump Truck	\$868.22	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00

**Technician Comments:**  
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service system dumping on site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,023.45	\$0.00	\$0.00	\$1023.45		\$0.00	Net 30	\$1,023.45

TO VIEW AND PAY ONLINE GO TO: <http://www.environmental.biz/trust.com> USE THE ENROLLMENT CODE: RKM LRX PLX

Please detach here and return the bottom portion with your payment.

**From:**  
Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208324568	7085391	29-Oct-2025	\$1,023.45

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit [www.environmental.com/policies](http://www.environmental.com/policies)



**Remit To:**  
Wind River Environmental LLC  
P.O. Box 22074  
New York, NY 10087-2074

22074 000007085391 000002259590 0000102345 0



Wind River Environmental LLC  
46 Lizzie Dr Suite 1000  
Merrimack MA 01752

**APPROVED**  
200 10/23/25  
SIGNATURE / DATE

PO# 22377

# Invoice

Customer Number: 2259590\_1166368  
Questions: 978-841-5000

## BILL TO

## JOB SITE

Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

00 - Gardner Landfill  
744 West Street  
Micah  
Gardner MA 01440

Service Date: 14-Oct-2025	Invoice Number: 7066440	Order Number: 0208323726
P.O. Number:	Invoice Date: 15-Oct-2025	Order Date: 09-Oct-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$130.23	\$0.00
2.00	OO-C-Hours-Pump Truck	\$868.22	\$0.00
1.00	Environmental Compliance - Commercial	\$25.00	\$0.00

**Technician Comments:**  
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service leach system.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$1,023.45	\$0.00	\$0.00	\$1023.45		\$0.00	Net 30	\$1,023.45

TO VIEW AND PAY ONLINE GO TO: <http://www.environmental.billtrust.com> USE THE ENROLLMENT CODE: RKM LNK-PLX

Please detach here and return the bottom portion with your payment.

**From:**  
Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208323726	7066440	15-Oct-2025	\$1,023.45

We accept the following credit cards within 30 days of the invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit [www.wrenvironmental.com/policies](http://www.wrenvironmental.com/policies)



**Remit To:**  
Wind River Environmental LLC,  
P.O. Box 22074  
New York, NY 10087-2074

22074 000007066440 000002259590 0000102345 &



Wind River Environmental LLC  
48 Lizotte Dr Suite 1000  
Marlborough MA 01752

**APPROVED**  
SIGNATURE / DATE 11/13/25

**Invoice**

Customer Number: 2259590\_1166368  
Questions: 978-841-5000

**BILL TO**

**JOB SITE**

Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

00 - Gardner Landfill  
744 West Street  
Eric Babin  
Gardner MA 01440

Service Date: 10-Nov-2025	Invoice Number: 7102913	Order Number: 0208325326
P.O. Number:	Invoice Date: 11-Nov-2025	Order Date: 03-Nov-2025

Quantity	Service Type	Amount	Tax
1.00	Fuel / Energy Recovery	\$129.00	\$0.00
2.00	OO-C-Hours-Pump Truck	\$860.00	\$0.00

**Technician Comments:**  
Cover was accessed and properly secured. 0 gallons removed. Waste Manifest not left onsite . Service system dump on site.

Subtotal Non Tax	Subtotal Taxed	Tax	Subtotal	Adjustment	Payments	Payment Terms	Amount Due
\$989.00	\$0.00	\$0.00	\$989.00		\$0.00	Net 30	\$989.00

**TO VIEW AND PAY ONLINE GO TO:** <http://www.environmental.billtrust.com> **USE THE ENROLLMENT CODE:** RKM LRX PLX

Please detach here and return the bottom portion with your payment.

**From:**

Gardner Water & Sewer Department  
95 Pleasant Street Room 29  
Gardner, MA 01440

Customer #	Order Number	Invoice Number	Invoice Date	Amount Due
2259590_1166368	0208325326	7102913	11-Nov-2025	\$989.00

We accept the following credit cards within 30 days of the Invoice date. Wind River Environmental will appear on your credit card statement for this transaction. For questions please visit [www.wrenvironmental.com/policies](http://www.wrenvironmental.com/policies)



**Remit To:**

Wind River Environmental LLC  
P.O. Box 22074  
New York, NY 10087-2074

22074 000007102913 000002259590 0000098900 9



## City of Gardner - *Executive Department*

Mayor Michael J. Nicholson

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November 13, 2025

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

RE: An Ordinance to Amend the Code of the City of Gardner, Chapter 8, Attachment E, thereof entitled "Non-Union Compensation Schedule" by removing positions into a new Attachment F and setting the compensation for such positions.

Dear Mr. President and Councilors,

Since September, the Ad-Hoc Committee has met regularly to review the relevant information related to the non-union salaries, and as a result of those discussions, I am submitting for the City Council's consideration an ordinance proposal to establish a compensation matrix for various non-union positions in the City.

Please note that, at the October 10, 2025 meeting of the Ad-Hoc Committee, I informed its members that fourteen (14) department head positions have taken steps for unionization, and at the advice of legal counsel, those positions are not included in this proposal.

I truly believe that this proposal is in the best interest of the City, weighing both retention of employees and taxpayer affordability concerns that were raised from the previous proposals, and I am in full support of this ordinance amendment.

This hybrid proposal blends the longevity benefits that were proposed in the Finance Committee's proposal- allowing for long term employees to have a portion of the previous service time with the City count toward their step level – while also recognizing years of service through the step system it includes.

- This proposal also recognizes that while several upper level positions have been adjusted in years past, that many of our supervisory and clerical staff have, by and large, remained unchanged. The matrix created for these employees corrects this and makes the adjustments created more equitable across the positions included.
- This proposal also builds off of the two previous proposals that were submitted- adding adjustments for our temporary and seasonal employees - like our lifeguard- in order to allow an upward growth momentum for these employees to stay with the City season to season.

I truly believe this is the best direction for the city to go in to be able to create a system to better retain and attract employees while still maintaining our fiduciary responsibility for the City's residents. All of us have publicly said that something needs to get done, we have consistently worked to get something done, and this is the next step in doing so.

If you have any questions regarding this matter, I would ask that you please contact me directly and my office will arrange a meeting.

Respectfully Submitted,

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

Michael J. Nicholson  
Mayor, City of Gardner

**An Ordinance to Amend the Code of the City of Gardner, Chapter 8, Thereof  
Entitled “Personnel,” amended by vote of the City Council on December 16, 2024,  
to add the following new exhibit, “Exhibit F” thereof entitled “Primary Non-Union  
Employee Compensation Schedule”**

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

**SECTION 1:**

The Code of the City of Gardner, Chapter 8, Thereof Entitled “Personnel,” is hereby amended to add the following new exhibit “Exhibit F” of Attachment 1, thereof entitled “Primary Non-Union Employee Compensation Schedule,”

**Section 1:** The compensation of listed non-union employees in Exhibit F of the City of Gardner shall be set according to the Exhibit F Schedule and removed from Exhibit E. Any employee not listed in Exhibit F, who is listed in Exhibit E, and subject to Exhibit E, shall be paid at the rate listed in Exhibit E.

**Section 2:** Determination of Starting Step for Employees Hired On or After December 2, 2025

- (1) The Mayor, or for employees in Group 1B or 2B, the Council President, may, subject to Council approval, consider years of service with the City of Gardner in determination of the employee’s starting step based on the following criteria:
  - (a) An employee must have a minimum of 5 years service in prior positions to qualify;
  - (b) Credited time shall only be awarded in quarters and shall not exceed 75% of the total prior time of employment;
  - (c) The maximum credited time awarded shall not exceed 10 years;
  - (d) The similarity in substance and skill of the prior position to the new position.
  - (e) The similarity in qualifications of the prior position to the new position.
- (2) The Mayor, or for employees in Group 1B or 2B, the Council President may, subject to Council approval, consider years of service with another employer in determination of the employee’s starting step based on the following criteria:

- (a) An employee must have a minimum of 5 years service in prior positions to qualify;
- (b) Credited time shall only be awarded in quarters and shall not exceed 50% of the total prior time of continuous employment;
- (c) The maximum credited time awarded shall not exceed 10 years;
- (d) The similarity in substance and skill of the prior position to the new position.
- (e) The similarity in qualifications of the prior position to the new position.

**Section 3:** Movement to a Position with Lower Pay Grade

When an employee is moved to a position with a lower pay grade, whether voluntarily or involuntarily, the employee shall be placed at the highest step in the lower pay step that does not exceed their current rate of pay. If the current pay rate falls below the starting salary of the new position, the employee shall be placed at the starting salary of the lower grade.

**Section 4:** Step Rate Effective

The step placement associated with a position change shall be effective on the date the personnel action takes effect, or if the step placement requires Council approval, it shall be effective on the date of the vote of the Council.

**Section 5:** Determination of Step for Personnel Employed On December 1, 2025

An employee's step level shall be determined by the total number of years in the current position and the following;

- (1) The Mayor, or for employees in Group 1B or 2B, the Council President may, subject to Council approval, consider years of service with the City of Gardner in determination of the employee's step based on the following criteria:
  - (a) Credited time shall only be awarded in quarters and shall not exceed 75% of the total prior time of employment;
  - (b) The maximum credited time awarded shall not exceed 10 years;
  - (c) The similarity in substance and skill of the prior position to the new position;
  - (d) The similarity in qualifications of the prior position to the new position.

(2) The Mayor, or for employees in Group 1B or 2B, the Council President must submit all recommendations for credited service time for current employees eligible for consideration by this section to the Council for approval by December 8, 2025 and the council must act to approve, amend, or disapprove by December 31, 2025, after which each employee's years of service is finalized per this ordinance.

**Section 6:** Retroactive Effective Date

Salaries affected by this ordinance for employees in all Groups except 3A shall be in effect retroactive to July 1, 2025.

Salaries affected by this ordinance for employees in Groups 3A shall be in effect to June 1, 2026.

**Section 7:** Eligibility for Pay Step Advancement

No employee subject to Council appointment or confirmation shall advance to a higher pay step if their appointment has expired. If confirmation is later conferred by the City Council, the employee may receive retroactive salary owed from the appointment expiration date forward if separately approved by the City Council.

**Section 8:** Review of Compensation Schedule

The City Council shall establish procedures to review Attachment 1, Exhibit F, thereof entitled "Primary Non-Union Employee Compensation Schedule". The first review shall take place in fiscal year 2028, and every third fiscal year thereafter.

**Section 9:** Report on Implementation

The Mayor shall submit to the Council by February 1, 2026, a report detailing the implementation of this ordinance. It shall include information about processes and procedures to ensure completion of all retroactive impacts on this ordinance, and steps to ensure sustained accurate application.

**SECTION 2:**

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

**Primary Non-Union Employee Compensation Schedule**

Position	Group	Pay Grade	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
		Years of Service % Increase	Less than 3	3 Years 3.25%	6 Years 3.25%	9 Years 3.25%	12 Years 3.25%	15 Years 3.25%	18 Years 3.25%	21 Years 3.25%	
<b>Department Heads and Senior Supervisory Staff</b>											
Chief of Police	1A	Bachelors	\$ 131,010.00	\$ 135,267.83	\$ 139,664.03	\$ 144,203.11	\$ 148,889.71	\$ 153,728.63	\$ 158,724.81	\$ 163,883.36	
		Masters	\$ 136,468.75	\$ 140,903.98	\$ 145,483.36	\$ 150,211.57	\$ 155,093.45	\$ 160,133.99	\$ 165,338.34	\$ 170,711.84	
Deputy Chief of Police	1A	Bachelors	\$ 112,301.80	\$ 115,951.61	\$ 119,720.04	\$ 123,610.94	\$ 127,628.29	\$ 131,776.21	\$ 136,058.94	\$ 140,480.85	
		Masters	\$ 117,064.38	\$ 120,868.97	\$ 124,797.21	\$ 128,853.12	\$ 133,040.85	\$ 137,364.68	\$ 141,829.03	\$ 146,438.47	
Fire Chief	1A	Bachelors	\$ 112,101.80	\$ 115,745.11	\$ 119,506.62	\$ 123,390.80	\$ 127,401.00	\$ 131,541.53	\$ 135,816.63	\$ 140,230.67	
		Masters	\$ 117,101.80	\$ 120,907.61	\$ 124,837.11	\$ 128,894.31	\$ 133,083.38	\$ 137,408.59	\$ 141,874.37	\$ 146,485.28	
City Solicitor	1A		\$ 91,000.00	\$ 93,957.50	\$ 97,011.12	\$ 100,163.98	\$ 103,419.31	\$ 106,780.44	\$ 110,250.80	\$ 113,833.95	
Director of Human Resources	1A		\$ 103,000.00	\$ 106,347.50	\$ 109,803.79	\$ 113,372.42	\$ 117,057.02	\$ 120,861.37	\$ 124,789.37	\$ 128,845.02	
City Clerk	1B		\$ 90,150.00	\$ 93,079.88	\$ 96,104.97	\$ 99,228.38	\$ 102,453.30	\$ 105,783.04	\$ 109,220.99	\$ 112,770.67	
<b>Direct and Supervisory Staff</b>											
		Pay Grade	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
		Years of Service % Increase	Less than 1	1 Year 2.00%	2 Years 2.00%	4 Years 2.00%	6 Years 2.00%	8 Years 2.00%	10 Years 2.00%	12 Years 2.00%	
Airport Manager	2		\$ 27,594.01	\$ 28,145.89	\$ 28,708.81	\$ 29,282.98	\$ 29,868.64	\$ 30,466.02	\$ 31,075.34	\$ 31,696.84	
Assistant City Solicitor	2		\$ 50,192.00	\$ 51,195.84	\$ 52,219.76	\$ 53,264.15	\$ 54,329.43	\$ 55,416.02	\$ 56,524.34	\$ 57,654.83	
Assistant Director of Community Development	2		\$ 75,500.00	\$ 77,010.00	\$ 78,550.20	\$ 80,121.20	\$ 81,723.63	\$ 83,358.10	\$ 85,025.26	\$ 86,725.77	
Assistant Library Director	2		\$ 67,750.00	\$ 69,105.00	\$ 70,487.10	\$ 71,896.84	\$ 73,334.78	\$ 74,801.47	\$ 76,297.50	\$ 77,823.45	
Assistant Veteran's Service Agent	2		\$ 57,800.00	\$ 58,956.00	\$ 60,135.12	\$ 61,337.82	\$ 62,564.58	\$ 63,815.87	\$ 65,092.19	\$ 66,394.03	
Conservation/Planning Agent	2		\$ 66,413.00	\$ 67,741.26	\$ 69,096.09	\$ 70,478.01	\$ 71,887.57	\$ 73,325.32	\$ 74,791.82	\$ 76,287.66	
Director of Public Safety Regional Dispatch Center	2		\$ 84,103.50	\$ 85,785.57	\$ 87,501.28	\$ 89,251.31	\$ 91,036.33	\$ 92,857.06	\$ 94,714.20	\$ 96,608.49	
Economic Development and Finance Manager	2		\$ 85,000.00	\$ 86,700.00	\$ 88,434.00	\$ 90,202.68	\$ 92,006.73	\$ 93,846.87	\$ 95,723.81	\$ 97,638.28	
Executive Secretary	2		\$ 54,000.00	\$ 55,080.00	\$ 56,181.60	\$ 57,305.23	\$ 58,451.34	\$ 59,620.36	\$ 60,812.77	\$ 62,029.03	
Executive Aide	2		\$ 57,500.00	\$ 58,650.00	\$ 59,823.00	\$ 61,019.46	\$ 62,239.85	\$ 63,484.65	\$ 64,754.34	\$ 66,049.43	
GIS Coordinator	2		\$ 80,400.00	\$ 82,008.00	\$ 83,648.16	\$ 85,321.12	\$ 87,027.55	\$ 88,768.10	\$ 90,543.46	\$ 92,354.33	
Human Resources Manager	2		\$ 64,000.00	\$ 65,280.00	\$ 66,585.60	\$ 67,917.31	\$ 69,275.66	\$ 70,661.17	\$ 72,074.39	\$ 73,515.88	
IT Systems Manager	2		\$ 72,024.00	\$ 73,464.48	\$ 74,933.77	\$ 76,432.44	\$ 77,961.09	\$ 79,520.32	\$ 81,110.72	\$ 82,732.94	
Transfer Station Supervisor	2		\$ 52,024.00	\$ 53,064.48	\$ 54,125.77	\$ 55,208.28	\$ 56,312.45	\$ 57,438.70	\$ 58,587.47	\$ 59,759.22	
Youth Center Director	2		\$ 65,000.00	\$ 66,300.00	\$ 67,626.00	\$ 68,978.52	\$ 70,358.09	\$ 71,765.25	\$ 73,200.56	\$ 74,664.57	
Business Manager - DPW	2		\$ 40,396.00	\$ 41,203.92	\$ 42,028.00	\$ 42,868.56	\$ 43,725.93	\$ 44,600.45	\$ 45,492.46	\$ 46,402.31	
Prevention Coordinator	2		\$ 54,121.00	\$ 55,203.42	\$ 56,307.49	\$ 57,433.64	\$ 58,582.31	\$ 59,753.96	\$ 60,949.04	\$ 62,168.02	
Domestic Violence Advocate	2		\$ 45,160.00	\$ 46,063.20	\$ 46,984.46	\$ 47,924.15	\$ 48,882.64	\$ 49,860.29	\$ 50,857.49	\$ 51,874.64	
Assistant City Clerk	2B		\$ 53,500.50	\$ 54,570.51	\$ 55,661.92	\$ 56,775.16	\$ 57,910.66	\$ 59,068.88	\$ 60,250.25	\$ 61,465.26	
Assistant City Auditor	2B		\$ 55,400.50	\$ 56,508.51	\$ 57,638.68	\$ 58,791.45	\$ 59,967.28	\$ 61,166.63	\$ 62,389.96	\$ 63,637.76	
Assistant City Treasurer/Collector	2B		\$ 56,400.50	\$ 57,528.51	\$ 58,679.08	\$ 59,852.66	\$ 61,049.72	\$ 62,270.71	\$ 63,516.12	\$ 64,786.45	
<b>Paid on Annual Basis</b>											
Civil Defense Director	2C		\$ 10,250.00	\$ 10,455.00	\$ 10,664.10	\$ 10,877.38	\$ 11,094.93	\$ 11,316.83	\$ 11,543.16	\$ 11,774.03	
Sealer of Weights & Measures	2C		\$ 10,250.00	\$ 10,455.00	\$ 10,664.10	\$ 10,877.38	\$ 11,094.93	\$ 11,316.83	\$ 11,543.16	\$ 11,774.03	
<b>Paid on Weekly Basis</b>											
Golf Professional	2D		\$ 1,325.00	\$ 1,351.50	\$ 1,378.53	\$ 1,406.10	\$ 1,434.22	\$ 1,462.91	\$ 1,492.17	\$ 1,522.01	
Golf Pro Manager	2D		\$ 1,200.00	\$ 1,224.00	\$ 1,248.48	\$ 1,273.45	\$ 1,298.92	\$ 1,324.90	\$ 1,351.39	\$ 1,378.42	
<b>Hourly Staff</b>											
<b>City Administration</b>											
Administrative Assistant	3		\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43			
Administrative Coordinator	3		\$ 18.27	\$ 18.54	\$ 18.82	\$ 19.10	\$ 19.39	\$ 19.68			
Administrative Clerk	3		\$ 17.46	\$ 17.72	\$ 17.99	\$ 18.26	\$ 18.53	\$ 18.81			
Animal Shelter Attendant	3		\$ 15.75	\$ 15.99	\$ 16.23	\$ 16.47	\$ 16.72	\$ 16.97			
Council on Aging Coordinator	3		\$ 16.00	\$ 16.24	\$ 16.48	\$ 16.73	\$ 16.98	\$ 17.24			
Data Collector	3		\$ 16.00	\$ 16.24							
Financial Administrator	3		\$ 19.66	\$ 19.95							
Financial Clerk	3		\$ 17.81	\$ 18.08							
Parking Meter Clerk	3		\$ 18.65	\$ 18.93	\$ 19.21	\$ 19.50	\$ 19.79	\$ 20.09			
Transfer Station Monitor	3		\$ 16.07	\$ 16.31	\$ 16.56	\$ 16.80	\$ 17.06	\$ 17.31			
Assistant Youth Center Director	3		\$ 20.00	\$ 20.30	\$ 20.60						
Election Warden	3		\$ 17.00								
Election Inspector	3		\$ 15.00								
Election Clerk	3		\$ 16.00								
Assistant Recreation Director	3		\$ 26.25	\$ 26.64	\$ 27.04						
Recreational Playground Supervisor (T-5)	3		\$ 17.50	\$ 17.76	\$ 18.03						
Recreational Support Staff	3		\$ 15.50	\$ 15.73	\$ 15.97						
Special Detail Police Officer	3		\$ 53.00								
Temporary Seasonal Laborer	3		\$ 15.75								
Temporary Seasonal Technical	3		\$ 17.00								
<b>Pool Staff</b>											
Certified Pool Operator/Head Lifeguard	3A		\$ 25.00	\$ 25.38	\$ 25.76						
Certified Pool Operator/Lifeguard	3A		\$ 21.00	\$ 21.32	\$ 21.63						
Head Life Guard	3A		\$ 18.00	\$ 18.27	\$ 18.54						
Lifeguard	3A		\$ 17.00	\$ 17.26	\$ 17.51						
<b>Library Staff</b>											
Building Maintenance Craftsman	3B		\$ 20.27	\$ 20.57	\$ 20.88	\$ 21.20	\$ 21.51	\$ 21.84			
Building Maintenance Technician	3B		\$ 18.53	\$ 18.81	\$ 19.09	\$ 19.38	\$ 19.67	\$ 19.96			
Staff Librarian	3B		\$ 24.49	\$ 24.86	\$ 25.23	\$ 25.61	\$ 25.99	\$ 26.38			
Senior Library Technician	3B		\$ 22.31	\$ 22.64	\$ 22.98	\$ 23.33	\$ 23.68	\$ 24.03			
Library Technician	3B		\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67			
Library Clerical Staff	3B		\$ 15.76	\$ 16.00	\$ 16.24	\$ 16.48	\$ 16.73	\$ 16.98			
<b>Golf Course Staff</b>											
Golf Pro Shop Supervisor	3C		\$ 15.77	\$ 16.01	\$ 16.25	\$ 16.49	\$ 16.74	\$ 16.99			
Grounds Maintenance Worker	3C		\$ 18.55	\$ 18.83	\$ 19.11	\$ 19.40	\$ 19.69	\$ 19.98			
Mechanic	3C		\$ 18.55	\$ 18.83	\$ 19.11	\$ 19.40	\$ 19.69	\$ 19.98			
Working Foreman - Grounds Maintenance Worker	3C		\$ 22.81	\$ 23.15	\$ 23.50	\$ 23.85	\$ 24.21	\$ 24.57			
Working Foreman - Mechanic	3C		\$ 22.81	\$ 23.15	\$ 23.50	\$ 23.85	\$ 24.21	\$ 24.57			
Golf Course Laborer/Pro Shop Assistant	3C		\$ 15.50	\$ 15.73	\$ 15.97	\$ 16.21	\$ 16.45	\$ 16.70			
Golf Course Groundsman	3C		\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.51	\$ 17.78			
Golf Course Ranger	3C		\$ 15.50	\$ 15.73	\$ 15.97	\$ 16.21	\$ 16.45	\$ 16.70			
<b>Special</b>											
Recreation Season Coach	4		\$ 750.00	Paid Per Sport & Per Season							

11641

August 21, 2025

RECEIVED

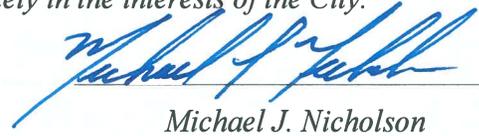
Commonwealth of Massachusetts

Worcester County  
2025 AUG 21 P 2:15  
CITY CLERK'S OFFICE  
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint James Faust to the position of Trustee, Williams-Rockwell Educational Gift Fund, 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 James Faust and made oath that he/she would faithfully and impartially perform the duties of the office of Trustee, Williams Rockwell Educational Gift Fund 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 \_\_\_\_\_

## SECTION 1: Position Details

Position Title: Trustee

Department/Board/Commission: Williams Rockwell Educational Gift Fund Board of Trustees

Term Length: 3 Years

Compensation:

Paid/Stipend: Volunteer

Amount: No

Appointment Type: Reappointment

Expiration Date: 1/5/2021

Gardner Residency Requirement: Yes (MGL)

Reporting Structure:

Reports to the Mayor and the Board of Trustees

Position Summary:

Members of the Williams Rockwell Educational Gift Board of Trustees meet to oversee the financial operations and disbursement of funds from the Williams-Rockwell Educational Gift Trust Fund, as established by Chapter 155 of the Acts of 2015.

## SECTION 2: Appointee Information

Name of Appointee: James Faust, MD

Statement of Qualification:

Dr. Faust was one of the original trustees of the Williams-Rockwell Fund when it was first created in 2015. During his time on the Trustees, he has always put the experience of the students first in mind when making decisions and I have been truly proud of the insights he's provided to discussions that the Trustees have had. I truly believe him to be an integral member of this board and am proud to put forward his appointment.

SECTION 3: Administrative & Compliance Review

HR and Policy Training : Not applicable for Boards and Commission Members

Initial HR training and orientation completed? Not applicable for Boards and Commission Members

Annual HR training completed? Not applicable for Boards and Commission Members

City Employee Handbook received and signed? Not applicable for Boards and Commission Members

Background check completed? Yes

Conflict of Interest

Any known conflicts under M.G.L. c. 268A? No

Open Meeting Law & Public Records Requirements

Training materials received? Yes

#### **SECTION 4: Signatures & Certification**

Mayor's Certification: I hereby certify that the information provided above is accurate to the best of my knowledge and that this appointment has been made in the best interest of the City of Gardner.

Signature:

A handwritten signature in blue ink that reads "Michael J. Pichler". The signature is written in a cursive style with a large initial "M".

116 11645

August 21, 2025

**RECEIVED**  
*Commonwealth of Massachusetts*

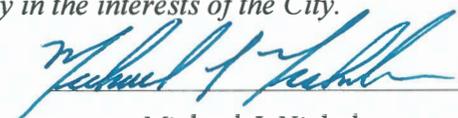
*Worcester County* 2025 AUG 21 P 2:15

*City of Gardner*

CITY CLERK'S OFFICE  
GARDNER, MA

**CERTIFICATE OF APPOINTMENT**

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

 Mayor  
Michael J. Nicholson

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

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

Expires: August 21, 2028

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

Then personally appeared the above named Paul Cormier and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Planning Board according to law and the best of his/her abilities.

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

Chapter 303 Acts of 1975  
and  
Chapter 409 Acts of 1983

Received \_\_\_\_\_

## SECTION 1: Position Details

Position Title: Member

Department/Board/Commission: Planning Board

Term Length: 3 Years

Compensation:

Paid/Stipend: Stipend

Amount: \$750.00

Appointment Type: Reappointment

Expiration Date: 11/12/2024

Gardner Residency Requirement: No

Reporting Structure:

Reports to the Mayor and the members of the Planning Board

Position Summary:

Performs all site plan approval work and special permit granting pursuant to Section 15 of Chapter 7 of the Code of the City of Gardner and the General Laws of the Commonwealth

## SECTION 2: Appointee Information

Name of Appointee: Paul Cormier

Statement of Qualification:

Mr. Cormier has been serving as a member of the Planning Board since December 2, 2019. During this time he has shown a vested interest in being a part of the technical side of how Gardner can grow and develop as a community. As a long-term Gardner resident, former firefighter, and someone who has actively been involved in the Community in various capacities, I believe he has the best interest in the City at heart and plays a strong role in the Planning Board's operations.

SECTION 3: Administrative & Compliance Review

HR and Policy Training : Not applicable for Boards and Commission Members

Initial HR training and orientation completed? Not applicable for Boards and Commission Members

Annual HR training completed? Not applicable for Boards and Commission Members

City Employee Handbook received and signed? Not applicable for Boards and Commission Members

Background check completed? Yes

Conflict of Interest

Any known conflicts under M.G.L. c. 268A? No

Open Meeting Law & Public Records Requirements

Training materials received? Yes

#### **SECTION 4: Signatures & Certification**

Mayor's Certification: I hereby certify that the information provided above is accurate to the best of my knowledge and that this appointment has been made in the best interest of the City of Gardner.

Signature:

A handwritten signature in blue ink, appearing to read "Michael J. Pichaloni". The signature is written in a cursive style with a large initial "M".

11651

August 21, 2025

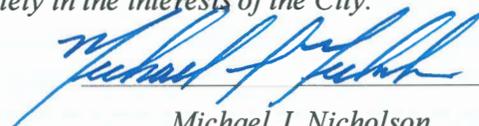
RECEIVED  
Commonwealth of Massachusetts

2025 AUG 21 P 2:16  
Worcester County  
CITY CLERK'S OFFICE  
GARDNER, MA

City of Gardner

CERTIFICATE OF APPOINTMENT

I appoint M. Paul Carlberg to the position of Member, Redevelopment Authority, 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, 2030

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

Then personally appeared the above named M. Paul Carlberg and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Revelopment Authority 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 \_\_\_\_\_

## SECTION 1: Position Details

Position Title: Member

Department/Board/Commission: Gardner Redevelopment Authority

Term Length: 5 Years

Compensation:

Paid/Stipend: Volunteer

Amount: No

Appointment Type: Reappointment

Expiration Date: 6/24/2024

Gardner Residency Requirement: Yes (MGL)

Reporting Structure: Under the General Laws of the Commonwealth, the Gardner Redevelopment Authority is a quasi-public agency which acts as its own independent authority, not subject to any other reporting structure in their operations unless outlined by other sections of the General Laws- some of which require approval of actions by the Executive Office of Housing and Livable Communities. While 4 of 5 members are appointed by the Mayor and confirmed by the Council, they are not subject to a reporting structure to the City.

Position Summary:

Members of the Gardner Redevelopment Authority oversee the functions of the GRA through their meetings to discuss various development projects within the City's Urban Renewal Districts.

## SECTION 2: Appointee Information

Name of Appointee: Magnus Carlberg

Statement of Qualification:

Mr. Carlberg has been serving as a member of the GRA since August 4, 2014. Mr. Carlberg currently serves as the Executive Director of the Wachusett Business Incubator in partnership with Mount Wachusett Community College to help new entrepreneurs get their footing under them as they start their new business endeavors. Prior to this, he served for quite some time in the Department of Public Utilities. As a long-term Gardner Resident, Mr. Carlberg knows Gardner and has a strong drive to want to see it grow and succeed.

**SECTION 3: Administrative & Compliance Review**

HR and Policy Training : Not applicable for Boards and Commission Members

Initial HR training and orientation completed? Not applicable for Boards and Commission Members

Annual HR training completed? Not applicable for Boards and Commission Members

City Employee Handbook received and signed? Not applicable for Boards and Commission Members

Background check completed? Yes

Conflict of Interest

Any known conflicts under M.G.L. c. 268A? No

Open Meeting Law & Public Records Requirements

Training materials received? Yes

**SECTION 4: Signatures & Certification**

Mayor's Certification: I hereby certify that the information provided above is accurate to the best of my knowledge and that this appointment has been made in the best interest of the City of Gardner.

Signature:

A handwritten signature in blue ink that reads "Michael J. Pichalman". The signature is written in a cursive style with a large initial "M".

August 22, 2025

RECEIVED Commonwealth of Massachusetts

Worcester County 2025 AUG 22 A 11:57

City of Gardner

CITY CLERK'S OFFICE GARDNER, MA

CERTIFICATE OF APPOINTMENT

I appoint Magnus Paul Carlberg to the position of Member, Industrial Development Finance Authority, 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 22, 2030

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

Then personally appeared the above named Magnus Paul Carlberg and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Industrial Development Finance Authority 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 \_\_\_\_\_

## SECTION 1: Position Details

Position Title: Member

Department/Board/Commission: Gardner Industrial Development Finance Authority

Term Length: 5 Years

Compensation:

Paid/Stipend: Volunteer

Amount: No

Appointment Type: Reappointment

Expiration Date: 6/24/2024

Gardner Residency Requirement: Yes (MGL)

Reporting Structure: Under the General Laws of the Commonwealth, the Gardner Industrial Development Finance Authority is a quasi-public agency which acts as its own independent authority, not subject to any other reporting structure in their operations unless outlined by other sections of the General Laws- some of which require approval of actions by the Executive Office of Housing and Livable Communities. While 4 of 5 members are appointed by the Mayor and confirmed by the Council, they are not subject to a reporting structure to the City.

Position Summary:

Members of the Gardner Industrial Development Finance Authority oversee the functions of the IDFA through their meetings to discuss various development projects within the City's Urban Renewal Districts.

## SECTION 2: Appointee Information

Name of Appointee: Magnus Carlberg

Statement of Qualification:

Mr. Carlberg has been serving as a member of the IDFA when he was first appointed by Former Mayor Agnelli on April 12, 1987 and then reappointed by former Mayor Hawke on June 1, 2015. Mr. Carlberg currently serves as the Executive Director of the Wachusett Business Incubator in partnership with Mount Wachusett Community College to help new entrepreneurs get their footing under them as their start their new business endeavors. Prior to this, he served for quite some time in the Department of Public Utilities. As a long-

Term Gardner Resident, Mr. Carlberg knows Gardner and has a strong drive to want to see it grow and succeed.

### SECTION 3: Administrative & Compliance Review

HR and Policy Training : Not applicable for Boards and Commission Members

Initial HR training and orientation completed? Not applicable for Boards and Commission Members

Annual HR training completed? Not applicable for Boards and Commission Members

City Employee Handbook received and signed? Not applicable for Boards and Commission Members

Background check completed? Yes

Conflict of Interest

Any known conflicts under M.G.L. c. 268A? No

Open Meeting Law & Public Records Requirements

Training materials received? Yes

### SECTION 4: Signatures & Certification

Mayor's Certification: I hereby certify that the information provided above is accurate to the best of my knowledge and that this appointment has been made in the best interest of the City of Gardner.

Signature:

A handwritten signature in blue ink, appearing to read "Michael J. Pichalman". The signature is written in a cursive style with a large initial "M".

August 22, 2025

RECEIVED Commonwealth of Massachusetts

Worcester County 2025 AUG 22 A 11: 57

City of Gardner

CITY CLERK'S OFFICE GARDNER

CERTIFICATE OF APPOINTMENT

I appoint Timothy Horrigan to the position of Member, Industrial Development Finance Authority, 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 Michael J. Nicholson

Confirmed by City Council

Titi Siriphan City Clerk

Expires: August 22, 2030

Worcester, ss.,

Then personally appeared the above named Timothy Horrigan and made oath that he/she would faithfully and impartially perform the duties of the office of Member, Industrial Development Finance Authority 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

## SECTION 1: Position Details

Position Title: Member

Department/Board/Commission: Gardner Industrial Development Finance Authority

Term Length: 5 Years

Compensation:

Paid/Stipend: Volunteer

Amount: No

Appointment Type: Reappointment

Expiration Date: 10/5/2022

Gardner Residency Requirement: Yes (MGL)

Reporting Structure: Under the General Laws of the Commonwealth, the Gardner Industrial Development Finance Authority is a quasi-public agency which acts as its own independent authority, not subject to any other reporting structure in their operations unless outlined by other sections of the General Laws- some of which require approval of actions by the Executive Office of Housing and Livable Communities. While 4 of 5 members are appointed by the Mayor and confirmed by the Council, they are not subject to a reporting structure to the City.

Position Summary:

Members of the Gardner Industrial Development Finance Authority oversee the functions of the IDFA through their meetings to discuss various development projects within the City's Urban Renewal Districts.

## SECTION 2: Appointee Information

Name of Appointee: Timothy Horrigan

Statement of Qualification:

Mr. Horrigan has served on the IDFA since February 10, 2010. As a local business owner, he brings a key perspective on making the City a more business friendly, and growing community. I anticipate the GRA to be a more active community partner moving forward with the amount of growth and development anticipated to be taking place in the City shortly.

SECTION 3: Administrative & Compliance Review

HR and Policy Training : Not applicable for Boards and Commission Members

Initial HR training and orientation completed? Not applicable for Boards and Commission Members

Annual HR training completed? Not applicable for Boards and Commission Members

City Employee Handbook received and signed? Not applicable for Boards and Commission Members

Background check completed? Yes

Conflict of Interest

Any known conflicts under M.G.L. c. 268A? No

Open Meeting Law & Public Records Requirements

Training materials received? Yes

#### **SECTION 4: Signatures & Certification**

Mayor's Certification: I hereby certify that the information provided above is accurate to the best of my knowledge and that this appointment has been made in the best interest of the City of Gardner.

Signature:

A handwritten signature in blue ink, appearing to read "Michael J. Fubalan". The signature is written in a cursive style with a large initial "M".