



City of Gardner, Massachusetts

Office of the City Council

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### CALENDAR FOR THE MEETING

of

MONDAY, JUNE 20, 2016

COUNCIL CHAMBER

7:30 P.M.

### ORDER OF BUSINESS

#### I. CALL TO ORDER

#### II. CALL OF THE ROLL OF MEMBERS

#### 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)

Reading and Approval of the Minutes of the June 6, 2016 Regular Meeting.

#### VII. PUBLIC HEARINGS

**9652** – A Petition by National Grid and Verizon New England, Inc. for Permission to Relocate one (1) Jointly-owned pole of Montvale Road  
(*In City Council and Referred to Public Service Committee 6/6/2016*).

#### VIII. COMMUNICATIONS FROM THE MAYOR

##### ORDERS

**9656** – An Order Appropriating \$50,000.00 from Free Cash to City Hall, Repairs and Maintenance (*Finance Committee*).

**9657** – An Order Appropriating \$23,000.00 from Free Cash to Public Works, Road Resurfacing (*Finance Committee*).

**9658** – An Order Appropriating \$6,000.00 from Solid Waste Surplus to Solid Waste, Trash Disposal (*Finance Committee*).

**9659** – A Request by the Mayor for Leave to Withdraw Calendar #9641, An Order to Raise and Appropriate \$10,437,391.00 for the Various Departments for the Salary & Labor Budgets for FY2017 and admitting in place An Order to Raise and Appropriate \$10,441,441.00 for the Various Departments for the Salary & Labor Budgets for Fiscal Year 2017.

## **ORDERS**

**9660** – A Request by the Mayor for Permission for Leave to Withdraw Calendar #9643, An Order to Raise and Appropriate \$22,067,952.00 for the School Department Budget for Fiscal Year 2017 and admitting in place An Order to Raise and Appropriate \$22,112,952.00 for the School Department Budget for Fiscal Year 2017.

**9661** – An Order Appropriating \$15,000.00 from Sewer Surplus to Sewer, Dewatering Design (*Finance Committee*).

## **ORDINANCE**

**9662** – An Ordinance to Amend the Code of the City of Gardner, Chapter 171-68, Entitled “Personnel,” to Change Compensation Schedule 2, effective July 1, 2016 (FY2017) (*Finance Committee*).

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

**9663** – A Resolution Supporting the Performance Guaranteed Energy Auditing and Contracting Agreement with Honeywell International, Inc. (*Finance Committee*).

**9664** – A Resolution Authorizing the Mayor to Execute Community Development Housing Rehabilitation Program Subordination for Case No. 11-293 (*Finance Committee*).

**9665** – A Measure Declaring Surplus for Purpose of Disposal Land and Buildings at 185 Washington Street (*Finance Committee*).

**9666** – An Application by HOPEful Boutique for a License to Deal in Second Hand Articles at 33 Parker Street (*Public Safety Committee*).

**9667** – An Application by Tanguay Jewelers for a License to Deal in Second Hand Articles at 19 Connors Street (*Public Safety Committee*).

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

### **PUBLIC SERVICE COMMITTEE**

**9652** – A Petition by National Grid and Verizon New England, Inc. for Permission to Relocate one (1) Jointly-owned pole of Montvale Road (*In City Council and Referred to Public Service Committee 6/6/2016*).

### **PUBLIC SAFETY COMMITTEE**

**9629** – An Ordinance to Amend the Code of the City of Gardner, Chapter 600, Thereof, Entitled “Vehicles and Traffic,” Various Sections (*In City Council and Referred to Public Safety Committee 5/16/2016*).

### **COMMITTEE OF THE WHOLE**

**9234** – Law Department Charter Review (*Referred to the City Solicitor 10/20/2014; Charter Review Received and Referred to the Committee of the Whole 3/3/2015*).

## **COMMITTEE OF THE WHOLE**

- 9641** – An Order to Raise and Appropriate \$10,437,391.00 for the Various Departments for the Salary & Labor Budgets for Fiscal Year 2017 *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9642** – An Order to Raise and Appropriate \$18,890,266.00 for the Various Departments for the Expense Budget for Fiscal Year 2017 *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9643** – An Order to Raise and Appropriate \$22,067,952.00 for the School Department Budget for Fiscal Year 2017 *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9644** – An Order Appropriating \$70,690.00 from Available Funds – Parking Meter Receipts Reserved to Fiscal Year 2017 Treasurer, Parking Meter Clerk Salary and Parking Meter Maintenance and DPW Parking Meter Maintenance *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9645** – An Order Appropriating \$176,504.00 from Available Funds – Cable Commission Fees Reserved to the Fiscal Year 2017 Cable Commission Budget *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9646** – An Order Appropriating \$8,819,181.00 from Available Enterprise Funds – Receipts Reserved to FY2017 Various Departments Enterprise Funds *(In City Council and Referred to Committee of the Whole 6/6/2016).*
- 9647** – An Order Authorizing Fiscal Year 2017 Revolving Funds *(In City Council and Referred to Committee of the Whole 6/6/2016).*

## **XI. UNFINISHED BUSINESS AND MATTERS FOR RECONSIDERATION**

- 9628** – An Ordinance to Amend the Code of the City of Gardner, Chapter 428, Thereof, Entitled “Hawkers and Peddlers,” to Add a New Article Providing for Door-to-Door Solicitors.” *(In City Council and Referred to Public Safety 5/16/2016; Ordered to First Printing 6/6/2016; First Printing 6/10/2016).*
- 9653** – An Ordinance to Amend the Code of the City of Gardner, Chapter 171-68, Entitled “Personnel,” to Change the Compensation of the Council on Aging Director and the Director of Public Health *(In City Council, Referred to Finance and Ordered to First Printing 6/6/2016; First Printing 6/10/2016).*

## **XII. NEW BUSINESS**

## **XIII. CLOSING PRAYER**

## **XIV. ADJOURNMENT**

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

**REGULAR MEETING OF JUNE 6, 2016**

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Regular Meeting of the City Council was held in the City Council Chamber, 2<sup>nd</sup> Floor, City Hall, on Monday evening, June 6, 2016.

**CALL TO ORDER**

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

**CALL OF THE ROLL**

City Clerk Alan Agnelli called the Roll of Members. Ten (10) Councillors were present, including President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance. Councillor James Johnson was absent.

**OPENING PRAYER**

President Walsh led the Council in reciting the Opening Prayer.

**PLEDGE OF ALLEGIANCE**

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

**OPEN MEETING RECORDING & PUBLIC RECORDS ANNOUNCEMENT**

President Walsh announced to the assembly that the Open Meeting Recording and Public Records Announcement is posted at the entrance to the Chamber, and that any person planning to record the meeting by any means should identify themselves.

**READING & ACCEPTANCE OF MINUTES**

On a motion by Councillor Ronald Cormier and seconded by Councillor James Boone, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to waive reading and to accept the Minutes of the May 16, 2016 Informal Meeting, Public Hearing, and Regular Meeting, as printed.

**COMMUNICATIONS FROM THE MAYOR****APPOINTMENTS**

**#9634**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to confirm the following appointment received from the Mayor:

REGULAR MEETING OF JUNE 6, 2016

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**JEANNE MAY** to the position of Member, Housing Authority, for term expiring May 18, 2021.

**Worcester, ss.**

**June 6, 2016**

Then personally appeared **JEANNE MAY** and made oath that she would faithfully and impartially perform the duties of Member, Housing Authority, according to law and the best of her abilities.

Before me,  
/s/ Alan L. Agnelli, City Clerk

**#9635**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to confirm the following appointment received from the Mayor:

**ROGER TOUSIGNANT** to the position of Member, Housing Authority, for term expiring May 18, 2021.

**Worcester, ss.**

**June 6, 2016**

Then personally appeared **ROGER TOUSIGNANT** and made oath that he would faithfully and impartially perform the duties of Member, Housing Authority, according to law and the best of his abilities.

Before me,  
/s/ Alan L. Agnelli, City Clerk

**MAYOR'S FY2017 BUDGET PRESENTATION**

President Walsh recognized Mayor Hawke for his FY2017 Budget Presentation.

Mayor Hawke informed the Council that he submitted an "adequate budget" to the Council, noting that for the first time, "the City would not be taxing to the max," leaving "\$48,000 [excess levy capacity] on the table." He stated that the Budget relies on a projected increase in local revenues and Local Aid. He cited \$357,000 in additional educational spending above "Net School Spending." With respect to projected expenses, the Mayor stated that the City would be assessed \$322,000 in School Choice Sending Tuition (out of district); \$67,000 increase in health insurance costs (less than 1% of the total). His Budget proposal includes \$309,000 to retain six positions in the School Department; a full-time Executive Aide position in the Mayor's Office (currently part-time); increase in the Plumbing Inspector's hours from 16 to 19 hours per week; an additional Local Inspector in the Building Department to handle 110/R2 inspections, which fees will cover the additional labor expenses; and seven additional firefighters.

REGULAR MEETING OF JUNE 6, 2016

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ORDERS**#9636**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the supplemental appropriation provides for additional professional consulting services for the Auditing Department during the transition period.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER APPROPRIATING FROM FREE CASH TO CITY AUDITOR, PROFESSIONAL SERVICES.

ORDERED: That there be and is hereby appropriated the sum of Thirty Three Thousand Dollars and No Cents (\$33,000.00) from Free Cash to City Auditor, Professional Services.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9637**

Reporting for the Finance Committee, Councillor Ronald Cormier cited the City Clerk's letter outlining the expenditures from the City Council's Communications account and projected publications and expenses for the remainder of the fiscal year.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER APPROPRIATING FROM FREE CASH TO CITY COUNCIL, COMMUNICATIONS.

ORDERED: That there be and is hereby appropriated the sum of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) from Free Cash to City Council, Communications.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

REGULAR MEETING OF JUNE 6, 2016

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**#9638**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the Committee was informed that an investment firm has been retained to invest funds from the account, which has earned interest since being placed in the Stabilization account.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER TRANSFERRING A SUM OF MONEY TO THE WILLIAMS - ROCKWELL EDUCATIONAL GIFT FUND.

ORDERED: To transfer the sum of ONE MILLION NINE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-TWO and 11/100 DOLLARS, (\$1,933,652.11) and any additional interest thereon currently held in the Williams - Rockwell Educational Stabilization Account to the Williams-Rockwell Educational Gift Fund.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9639**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the Conservation Commission, Community Development Office, and the Planning Board, supports the project as the best use of the land. He added that grant funds would pay for the bulk of the land purchase and the \$75,000 represents the City's share.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER APPROPRIATING FROM FREE CASH TO BAILEY BROOK LAND CONSERVATION PROJECT.

ORDERED: That there be and is hereby appropriated the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) from Free Cash to Bailey Brook Land Conservation Project.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

REGULAR MEETING OF JUNE 6, 2016

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**#9640**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that in order to initiate grant-funded projects, it is routine practice for the City to authorize borrowing to fully-fund a project, in anticipation of reimbursement at a later time. He said that the City has been reimbursed by the State and the borrowing authorization is no longer necessary; therefore, should be rescinded.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER RESCINDING LOAN ORDER NO. 12690  
GREENWOOD SPRAY PARK PROJECT

ORDERED: To rescind the vote taken on April 21, 2015 under Calendar Item #9401, ordering that the City of Gardner appropriates the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) to pay costs of a spray park project to be located at the Greenwood Pool, and paying all other costs incidental or related thereto; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, Section 7(25), or any other enabling authority; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided that the amount of the authorized borrowing shall be reduced by the amount of such aid received prior to the issuance of bonds or notes under this order; and that the Mayor is authorized to take any other action necessary or convenient to carry out this vote.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**Calendar Nos. 9641 through 9647**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to refer Calendar Nos. 9641 through 9647, following, to the Council as a Committee of the Whole for study and report:

**#9641**

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.



## REGULAR MEETING OF JUNE 6, 2016

ORDER: To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the various departments, Salary and Labor budgets, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TEN MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, THREE HUNDRED NINETY-ONE DOLLARS (\$10,437,391.00).

**#9642**

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE EXPENSE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

ORDER: To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the various departments, other than what was presented to City Council in the Salary and Labor budget, according to the detailed schedule hereto annexed and made a part of this money order in the amount of EIGHTEEN MILLION, EIGHT HUNDRED NINETY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$18,890,266.00).

**#9643**

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE SCHOOL DEPARTMENT BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

ORDER: To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the School Department according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-TWO MILLION, SIXTY-SEVEN THOUSAND, NINE HUNDRED FIFTY-TWO DOLLARS (\$22,067,952.00)

**#9644**

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-PARKING METER RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

ORDER: That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2016 to June 30, 2017 the sum of SEVENTY THOUSAND, SIX HUNDRED NINETY DOLLARS (\$70,690.00) from Available Funds-Parking Meter Receipts Reserved to the following accounts:

|                |                            |             |
|----------------|----------------------------|-------------|
| City Treasurer | Parking Meter Clerk Salary | \$10,690.00 |
| City Treasurer | Parking Meter Maintenance  | 20,000.00   |
| Public Works   | Parking Meter Maintenance  | 40,000.00   |



REGULAR MEETING OF JUNE 6, 2016

**#9645**

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-CABLE COMMISSION FEES RESERVED TO CABLE COMMISSION BUDGET FOR THE FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017

ORDER: That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2016 to June 30, 2017 the sum of ONE HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED FOUR DOLLARS (\$176,504.00) from Available Funds-Cable Commission Fees Reserved to the Cable Commission budget.

**#9646**

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE ENTERPRISE FUNDS-VARIOUS RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017

ORDER: That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2016 to June 30, 2017 the sum of EIGHT MILLION, EIGHT HUNDRED NINETEEN THOUSAND, ONE HUNDRED EIGHTY-ONE DOLLARS (\$8,819,181.00) from Available Enterprise Funds-Receipts Reserved to the following accounts:

|                  |                 |                |
|------------------|-----------------|----------------|
| Sewer Dept       | Enterprise Fund | \$2,826,423.00 |
| Water Dept       | Enterprise Fund | 3,796,195.00   |
| Golf Course      | Enterprise Fund | 752,072.00     |
| Landfill Closure | Enterprise Fund | 87,000.00      |
| Solid Waste      | Enterprise Fund | 1,357,491.00   |

**#9647**

AUTHORIZING FY2017 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, 2016 to June 30, 2017 in accordance with M.G.L. Chapter 44, section 53E½:

| Revolving Fund     | Authorized to Expend    | Revenue Source            | Purpose of Fund                                      | Spending Limit                                   |
|--------------------|-------------------------|---------------------------|------------------------------------------------------|--------------------------------------------------|
| Airport Fuel       | Airport Commission      | Sale of airplane fuel     | Purchase of fuel, airport programs, and improvements | Available balance or \$20,000, whichever is less |
| Wetland Protection | Conservation Commission | Local wetland filing fees | Costs associated with wetland protection activities  | Available balance or \$20,000, whichever is less |



## REGULAR MEETING OF JUNE 6, 2016

|                                          |                           |                                                 |                                                                            |                                                  |
|------------------------------------------|---------------------------|-------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------|
| Council on Aging Recreational Activities | Council on Aging Director | Recreation Fees                                 | Salaries and expenses relating to recreational activities at Senior Center | Available balance or \$20,000, whichever is less |
| Gardner's Summer Celebration             | Mayor                     | Collections and donations                       | Costs associated with Gardner's Summer Celebration                         | Available balance or \$20,000, whichever is less |
| Planning Board Publications              | Planning Board            | Sale of Planning Board publications             | Preparation and production of Planning Board publications                  | Available balance or \$3,000, whichever is less  |
| Road Resurfacing                         | Public Works Director     | Fees charged for cutting into newly paved roads | Costs associated with road resurfacing and road maintenance                | Available balance or \$20,000, whichever is less |
| High School Summer Football Camp         | School Department         | Camp fees and donations                         | Salaries and expenses for the High School Summer Football Camp             | Available balance or \$20,000, whichever is less |
| Summer Basketball Camp                   | School Department         | Camp fees and donations                         | Salaries and expenses for the Summer Basketball Camp                       | Available balance or \$12,000, whichever is less |
| Transportation                           | School Department         | Bus passes and fees for transportation          | Salaries and expenses relating to school transportation                    | Available balance or \$20,000, whichever is less |

As per M.G.L., interest earned on these funds 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<sup>st</sup>, 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 53E $\frac{1}{2}$ .

REGULAR MEETING OF JUNE 6, 2016

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PETITIONS, APPLICATIONS, ETC.**#9648**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that Mr. Gamache and others under the following three Measures are full-time City employees and that the Council is required to take this action in order for them to perform part-time coaching services for the School Department.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following:

APPROVAL OF EXEMPTION PURSUANT TO G.L. C.268A, §20(b)  
FINANCIAL INTEREST OF PETER A. GAMACHE  
CONTRACT FOR SOCCER COACHING SERVICES

*VOTED:* To approve an Exemption pursuant to G.L. C. 268A, §20(b) in the Matter of a Financial Interest by Peter A. Gamache for a Contract for Soccer Coaching Services.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9649**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following:

APPROVAL OF EXEMPTION PURSUANT TO G.L. C.268A, §20(b)  
FINANCIAL INTEREST OF PETER A. GAMACHE  
CONTRACT FOR BASKETBALL COACHING SERVICES

*VOTED:* To approve an Exemption pursuant to G.L. C. 268A, §20(b) in the Matter of a Financial Interest by Peter A. Gamache for a Contract for Basketball Coaching Services.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

REGULAR MEETING OF JUNE 6, 2016

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**#9650**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following:

APPROVAL OF EXEMPTION PURSUANT TO G.L. C.268A, §20(b)  
FINANCIAL INTEREST OF ROBERT F. ALLARD  
CONTRACT FOR FOOTBALL COACHING SERVICES

*VOTED:* To approve an Exemption pursuant to G.L. C. 268A, §20(b) in the Matter of a Financial Interest by Robert F. Allard for a Contract for Football Coaching Services.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9651**

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following:

APPROVAL OF EXEMPTION PURSUANT TO G.L. C. 268A, §20(b)  
FINANCIAL INTEREST OF DANIEL J. BERRY  
CONTRACT FOR GOLF TEAM COACHING SERVICES

*VOTED:* To approve an Exemption pursuant to G.L. c. 268A, §20(b) in the Matter of a Financial Interest by Daniel J. Berry, Golf Pro Shop Manager, for a contract for Golf Team Coaching Services.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9652**

On a motion by Councillor Scott Graves and seconded by Councillor Nathan Boudreau, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to refer to the Public Service Committee for study and report and to schedule a public hearing on the petition of NATIONAL GRID and



## REGULAR MEETING OF JUNE 6, 2016

Verizon New England, Inc., for permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way: MONTVALE ROAD – NATIONAL GRID to relocate 1 jointly-owned pole beginning at a point approximately 120 feet northeast of the centerline of the intersection of Sunset Road and continuing approximately 25 feet in a northerly direction.

**#9653**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the proposed changes include amending the revised compensation effective date to mirror the new Council on Aging Director's starting date, as well as to implement steps for the new Public Health Director to coincide with required professional certifications.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to Order the following Ordinance to First Printing:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171 THEREOF, ENTITLED "PERSONNEL," TO CHANGE THE COMPENSATION OF THE COUNCIL ON AGING DIRECTOR AND DIRECTOR OF PUBLIC HEALTH.

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

Section 1. Section 171-68 of Chapter 171, Personnel, of the Code of the City of Gardner is hereby amended to change the compensation of the Council on Aging Director and Director of Public Health to read as follows:

## A. Department Heads

|                           |         | <u>Effective 4/19/16</u> |               |
|---------------------------|---------|--------------------------|---------------|
|                           |         | <u>Annual</u>            | <u>Weekly</u> |
| Council on Aging Director |         | \$52,179.00              | \$1,003.44    |
|                           |         | <u>Effective 5/25/16</u> |               |
|                           |         | <u>Annual</u>            | <u>Weekly</u> |
| Director of Public Health | Step 1  | \$65,000.00              | \$1,250.00    |
|                           | Step 2◊ | \$72,500.00              | \$1,394.23    |

◊Increase to Step 2 upon receipt of Registered Sanitarian certification.

**FIRST PRINTING – JUNE 10, 2016.**

**#9654**

On a motion by Councillor Matthew Vance and seconded by Councillor James Boone, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Resolution:



REGULAR MEETING OF JUNE 6, 2016

RESOLUTION ENDORSING THE CITY OF GARDNER COMMUNITY CHOICE  
POWER SUPPLY PROGRAM, AGGREGATION PLAN  
PREPARED BY COLONIAL POWER GROUP, INC.

**VOTED:** The City Council of Gardner endorses the City of Gardner Community Choice Power Supply Program Aggregation Plan prepared by Colonial Power Group, Inc., in accordance with the City Council's vote accepting MGL Ch. 164, Sec 134, regarding public aggregation of electric consumers.

Presented to Mayor for Approval – June 7, 2016  
Approved – June 13, 2016  
MARK P. HAWKE, Mayor

#9655

Councillor James Boone moved to Order the following Ordinance to First Printing, with Councillor Karen Hardern seconding the motion:

Amendment to City Code  
Chapter 171: Personnel  
Article XVI: Classification and Compensation  
§171-68  
Compensation Schedule

An amendment to §171-68 Compensation Schedule, 171b Schedule 2.

A classification plan is hereby established for offices and positions in the service of the City, and establishing compensation grades there.

All appointive officers and all positions in the City of Gardner, except those filled by popular election and those under the direction and control of the School Committee, shall be classified into positions, groups, and grades according to their duties pertaining to each as herein provided.

CLASSIFICATION CLASS TITLE

| Pay Grade | Class/Title                                                                          |
|-----------|--------------------------------------------------------------------------------------|
| S-4       | Certified Pool Operator (Seasonal)                                                   |
| S-5       | Head Lifeguard                                                                       |
| S-6       | Lifeguard (includes seasonal employees)                                              |
| T-4       | Temporary Seasonal Employee (Department of Public Works)                             |
| T-5       | Temporary Seasonal Recreational Playground Supervisor                                |
| T-6       | Temporary Seasonal Technical                                                         |
| GC-4      | Golf Course Laborers/Pro-Shop Assistants - Temporary Seasonal Employment             |
| GC-5      | Golf Course Groundsman                                                               |
| GC-6      | Golf Course Ranger                                                                   |
| GC-8      | Grounds Maintenance Man or Motor Equipment Repairman                                 |
| GC-9      | Working Foreman Grounds Maintenance Man or Working Foreman Motor Equipment Repairman |

The officers, positions, and classifications are hereby allocated and fixed into salary grades in accordance with the following schedule.

COMPENSATION SCHEDULE

A. DEPARTMENT HEADS

| Position                 | Grade              | 07/01/15    |            | 01/01/16    |            | 07/01/16    |            |
|--------------------------|--------------------|-------------|------------|-------------|------------|-------------|------------|
|                          |                    | Annual      | Weekly     | Annual      | Weekly     | Annual      | Weekly     |
| Building Commissioner    | G-10               | \$72,287.27 | \$1,390.14 | \$73,644.00 | \$1,416.23 | \$75,116.88 | \$1,444.56 |
| Chief of Police          | G-13               | \$90,730.00 | \$1,744.81 | \$92,458.00 | \$1,774.81 | \$94,347.96 | \$1,814.38 |
| City Assessor            | G-9                | \$62,781.00 | \$1,226.56 | \$67,558.00 | \$1,299.38 | \$68,919.36 | \$1,325.37 |
| City Auditor             | G-10               | \$75,027.41 | \$1,439.75 | \$77,000.00 | \$1,478.26 | \$79,000.00 | \$1,511.54 |
|                          | MGL c. 32, §20(f)  | \$3,000.00  | \$57.69    | \$3,000.00  | \$57.69    | \$3,000.00  | \$57.69    |
|                          | Total Compensation | \$78,027.41 | \$1,500.53 | \$79,999.99 | \$1,535.95 | \$81,999.99 | \$1,569.23 |
| City Clerk               | G-10               | \$66,951.76 | \$1,287.53 | \$69,594.00 | \$1,338.35 | \$71,066.88 | \$1,362.11 |
|                          | MGL c. 41, §19F    | \$3,500.00  | \$66.92    | \$3,500.00  | \$66.92    | \$3,500.00  | \$66.92    |
|                          | MGL c. 41, §19G    | \$550.00    | \$10.58    | \$550.00    | \$10.58    | \$550.00    | \$10.58    |
|                          | Total Compensation | \$71,001.76 | \$1,365.03 | \$73,644.00 | \$1,415.85 | \$75,116.88 | \$1,439.61 |
| City Collector/Treasurer | G-10               | \$77,706.96 | \$1,484.56 | \$79,000.00 | \$1,511.54 | \$80,287.10 | \$1,545.74 |
|                          | MGL c. 32, §20     | \$300.00    | \$5.77     | \$300.00    | \$5.77     | \$300.00    | \$5.77     |
|                          | Total Compensation | \$78,006.96 | \$1,500.33 | \$79,300.00 | \$1,517.31 | \$80,587.10 | \$1,551.51 |
| City Engineer            | G-11               | \$93,248.55 | \$1,793.24 | \$95,113.52 | \$1,825.81 | \$96,988.53 | \$1,862.70 |
| City Solicitor           | G-10               | \$74,491.70 | \$1,432.53 | \$76,344.00 | \$1,477.14 | \$78,196.53 | \$1,514.15 |

9/5/16



REGULAR MEETING OF JUNE 6, 2016

|                                                      |      |                    |             |            |             |            |             |             |            |
|------------------------------------------------------|------|--------------------|-------------|------------|-------------|------------|-------------|-------------|------------|
| Council on Aging Director                            | G-8  | \$50,814.00        | \$977.19    |            |             |            |             |             |            |
| Director of Community Development & Planning         | G-10 | \$60,825.00        |             |            |             |            |             |             |            |
|                                                      |      | City               |             |            |             |            |             |             |            |
|                                                      |      | GRA                | \$20,556.00 |            |             |            |             |             |            |
|                                                      |      | CDBG               | \$4,283.00  |            |             |            |             |             |            |
|                                                      |      | Total Compensation | \$85,664.00 | \$1,647.38 |             |            |             |             |            |
| Director of Local Origination & Educational Planning | G-6  | \$57,846.66        | \$1,112.44  |            |             |            |             |             |            |
| Director of Public Health                            | G-10 | \$75,027.41        | \$1,442.83  |            |             |            |             |             |            |
|                                                      |      |                    |             |            |             |            |             |             |            |
| Fire Chief                                           | G-13 | \$85,009.00        | \$1,634.79  |            |             |            |             |             |            |
| Golf Course Driving Range/Superintendent             | G-9  | \$70,740.67        | \$1,360.40  |            |             |            |             |             |            |
| Human Resources Director                             | G-11 | \$77,645.00        | \$1,493.17  |            |             |            |             |             |            |
|                                                      |      | City               | \$44,304.21 |            | \$80,263.00 | \$1,543.52 | \$72,155.48 | \$1,387.61  | \$1,585.96 |
|                                                      |      | School             | \$43,652.68 |            |             |            | \$45,190.29 | \$44,525.73 | \$1,216.02 |
|                                                      |      | Total Compensation | \$87,956.89 | \$1,691.48 |             |            | \$89,716.03 | \$1,725.31  | \$1,725.31 |
| Library Director                                     | G-9  | \$69,668.31        | \$1,339.78  |            |             |            | \$71,061.68 | \$1,366.57  | \$1,366.57 |
| Public Works Director                                | G-12 | \$92,470.75        | \$1,778.28  |            |             |            | \$94,320.17 | \$1,813.85  | \$1,813.85 |
| Purchasing Agent/Civil Enforcement Director          | G-10 | \$69,668.24        |             |            |             |            | \$72,566.88 |             |            |
|                                                      |      | MGL c. 148A, §5    | \$2,500.00  |            |             |            | \$2,500.00  |             |            |
|                                                      |      | Total Compensation | \$72,168.24 | \$1,339.77 |             |            | \$75,116.88 | \$1,444.56  | \$1,444.56 |
| Veterans' Director                                   | G-6  | \$53,591.00        | \$1,030.60  |            |             |            | \$54,662.82 | \$1,051.21  | \$1,051.21 |

B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS

| Position                                      | Grade | 07/01/15           |             |            | 01/01/16    |            |         | 07/01/16    |            |         |
|-----------------------------------------------|-------|--------------------|-------------|------------|-------------|------------|---------|-------------|------------|---------|
|                                               |       | Annual             | Weekly      | Hourly     | Annual      | Weekly     | Hourly  | Annual      | Weekly     | Hourly  |
| Executive Secretary                           | G-4   | \$43,403.00        | \$834.65    | \$22.56    | \$43,932.00 | \$844.85   | \$22.83 | \$44,810.64 | \$861.74   | \$23.29 |
| Assistant City Clerk                          | G-4   | \$39,476.00        | \$759.15    | \$20.52    | \$40,299.00 | \$774.98   | \$20.95 | \$41,104.98 | \$790.48   | \$21.36 |
| Assistant City Engineer                       | G-8   | \$59,585.00        | \$1,145.87  |            | \$61,993.00 | \$1,192.17 |         | \$63,232.86 | \$1,216.02 |         |
| Assistant City Solicitor                      | G-3   | \$41,175.03        | \$791.83    |            |             |            |         | \$41,998.53 | \$807.66   |         |
| Assistant Director of Community Development** | G-7   | \$3,198.00         |             |            |             |            |         | \$3,261.96  |            |         |
|                                               |       | City               | \$60,754.00 |            |             |            |         | \$61,969.08 |            |         |
|                                               |       | CDBG               | \$63,952.00 | \$1,229.85 |             |            |         | \$65,231.04 | \$1,254.44 |         |
| Assistant Director of Public Health           | G-5   | \$49,306.40        | \$948.20    |            |             |            |         | \$50,292.53 | \$967.16   |         |
| Assistant Library Director                    | G-6   | \$53,972.38        | \$1,037.93  |            |             |            |         | \$55,051.62 | \$1,058.69 |         |
| Deputy Chief of Police                        | G-9   | \$77,645.00        | \$1,493.17  |            | \$80,263.00 | \$1,543.52 |         | \$82,470.00 | \$1,585.96 |         |
| Economic Development Coordinator**            | G-7   | \$46,480.00        |             |            |             |            |         | \$47,409.60 |            |         |
|                                               |       | Other              | \$10,520.00 |            |             |            |         | \$10,730.40 |            |         |
|                                               |       | Total Compensation | \$57,000.00 | \$1,096.15 |             |            |         | \$58,140.00 | \$1,118.08 |         |
| GIS Technician                                | G-5   | \$48,231.90        | \$927.54    |            |             |            |         | \$49,196.54 | \$946.09   |         |
| Golf Professional                             | G-6   | \$1,183.67         | Weekly      |            |             |            |         | \$1,207.34  | Weekly     |         |
| Golf Pro Manager                              | G-6   | \$1,020.00         | Weekly      |            |             |            |         | \$1,040.40  | Weekly     |         |
| Local Inspector                               | G-6   | \$55,734.85        | \$1,071.82  |            |             |            |         | \$56,849.55 | \$1,093.26 |         |
| Producer                                      | G-2   | \$43,841.01        | \$843.10    |            |             |            |         | \$45,594.65 | \$876.82   |         |
| Senior Animal Control Officer                 | G-2   | \$37,513.70        | \$721.42    |            |             |            |         | \$38,263.97 | \$735.85   |         |
| Systems Manager                               | G-6   | \$58,950.00        | \$1,133.65  |            |             |            |         | \$60,129.00 | \$1,156.33 |         |

UNACCEPTED/UN



REGULAR MEETING OF JUNE 6, 2016

B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS (cont.)

| Position                     | Grade | 07/01/15   |        |          | 01/01/16 |        |         | 07/01/16 |            |          |
|------------------------------|-------|------------|--------|----------|----------|--------|---------|----------|------------|----------|
|                              |       | Annual     | Weekly | Hourly   | Annual   | Weekly | Hourly  | Annual   | Weekly     | Hourly   |
| Electrical Inspector         | G-6   |            |        | \$18.97  |          |        |         |          |            | \$29.55  |
| Plumbing Inspector           | G-6   |            |        | \$25.89  |          |        | \$27.12 |          |            | \$27.66  |
| Transfer Station Supervisor  | G-3   |            |        | \$20.48  |          |        |         |          |            | \$20.89  |
| Conservation Agent           | G-6   |            |        | \$27.29  |          |        |         |          |            | \$27.84  |
| Planning Agent               | G-6   |            |        | \$29.37  |          |        |         |          |            | \$29.96  |
| Executive Aide               |       |            |        | \$25.00  |          |        |         |          |            | \$25.50  |
|                              |       | Annual     |        | Monthly  | Annual   |        | Monthly | Annual   |            | Monthly  |
| Civil Defense Director       | G-6   | \$8,473.40 |        | \$706.12 |          |        |         |          | \$8,642.87 | \$720.24 |
| Sealer of Weights & Measures |       | \$8,629.99 |        | \$719.17 |          |        |         |          | \$8,802.59 | \$733.55 |

C. NON-UNION STAFF POSITIONS

| Position                          | Grade              | 07/01/15    |            |            | 01/01/16    |          |         | 07/01/16 |         |         |
|-----------------------------------|--------------------|-------------|------------|------------|-------------|----------|---------|----------|---------|---------|
|                                   |                    | Annual      | Weekly     | Hourly     | Annual      | Weekly   | Hourly  | Annual   | Weekly  | Hourly  |
| Animal Control Officer            | G-1                | \$29,160.00 | \$560.77   | \$14.02    | \$31,000.00 | \$596.15 | \$14.90 |          |         |         |
| Administrative Coordinator        |                    | Step 1      | Step 2     | Step 3     |             |          |         | Step 1   | Step 2  | Step 3  |
| Administrative Clerk              |                    | \$13.04     | \$15.35    | \$17.68    |             |          |         | \$13.30  | \$15.67 | \$18.03 |
| Animal Shelter Attendant          |                    | \$12.63     | \$14.68    | \$16.73    |             |          |         | \$12.88  | \$14.97 | \$17.06 |
| Assistant Animal Control Officer  |                    | \$10.00     |            |            | \$10.50     |          |         | \$11.00  |         |         |
| Budget/Project Manager**          |                    | \$10.08     |            |            | \$10.61     |          |         | \$11.00  |         |         |
|                                   | City               | \$1.01      |            |            |             |          |         | \$1.03   |         |         |
|                                   | GRA                | \$0.60      |            |            |             |          |         | \$0.62   |         |         |
|                                   | COBG               | \$21.11     |            |            |             |          |         | \$21.53  |         |         |
|                                   | Total Compensation | \$22.72     |            |            |             |          |         | \$23.17  |         |         |
| Building Maintenance Craftsman    |                    | \$16,720.3  | \$18,861.0 | \$20,997.5 |             |          |         | \$17.05  | \$19.24 | \$21.42 |
| Building Maintenance Man          |                    | \$15,289.1  | \$17,357.9 | \$19,433.9 |             |          |         | \$15.59  | \$17.71 | \$19.82 |
| Council on Aging Coordinator      |                    | \$11.95     |            |            |             |          |         | \$12.19  |         |         |
| Financial Administrator           |                    | \$13.93     | \$16.61    | \$19.59    |             |          |         | \$14.21  | \$16.94 | \$19.98 |
| Financial Clerk                   |                    | \$12.79     | \$15.05    | \$17.56    |             |          |         | \$13.05  | \$15.35 | \$17.91 |
| Golf Course Positions             |                    |             |            |            |             |          |         |          |         |         |
| Golf Pro Shop Supervisor          |                    | \$13.00     | \$13.50    | \$14.00    |             |          |         | \$13.25  | \$13.77 | \$14.28 |
| Grounds Maintenance Man           | GC-8               | \$15.30     | \$16.83    | \$18.62    |             |          |         | \$15.61  | \$17.17 | \$18.99 |
| Motor Equipment Repairman         | GC-8               | \$15.30     | \$16.83    | \$18.62    |             |          |         | \$15.61  | \$17.17 | \$18.99 |
| Working Foreman - Grounds         |                    |             |            |            |             |          |         |          |         |         |
| Maintenance Man                   | GC-9               | \$18.80     |            |            |             |          |         | \$19.18  |         |         |
| Working Foreman - Motor Equipment |                    |             |            |            |             |          |         |          |         |         |
| Repairman                         | GC-9               | \$18.80     |            |            |             |          |         | \$19.18  |         |         |
| Library Department Positions      |                    |             |            |            |             |          |         |          |         |         |
| Staff Librarian                   |                    | \$20.20     |            |            |             |          |         | \$20.60  |         |         |
| Senior Library Technician         |                    | \$18.39     |            |            |             |          |         | \$18.76  |         |         |
| Library Technician                |                    | \$17.35     |            |            |             |          |         | \$17.70  |         |         |
| Library Clerical Staff            |                    | \$12.14     | \$12.38    |            |             |          |         | \$12.38  | \$12.63 |         |
| Library Custodian                 |                    | \$14.82     | \$16.82    | \$18.83    |             |          |         | \$15.12  | \$17.16 | \$19.21 |
| Head Life Guard                   |                    | \$10.68     | \$11.66    | \$15.45    |             |          |         | \$10.89  | \$11.89 | \$15.76 |
| Parking Meter Clerk               |                    | \$13.39     |            |            |             |          |         | \$13.66  |         |         |
| Production Assistant              |                    | \$13.65     |            |            |             |          |         | \$13.92  |         |         |
| Transfer Station Monitor          |                    | \$10.50     |            |            | \$10.75     |          |         | \$11.00  |         |         |

UNACCEPTED/UNC



REGULAR MEETING OF JUNE 6, 2016

D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS

| Position                               |      | 07/01/15 |         |        | 01/01/16 |         | 07/01/16 |         | 01/01/17 |
|----------------------------------------|------|----------|---------|--------|----------|---------|----------|---------|----------|
|                                        |      | Step 1   | Step 2  | Step 3 | Step 1   | Step 2  | Step 1   | Step 2  |          |
| Alternate Animal Control Officer       |      | \$9.50   |         |        | \$10.00  |         |          | \$11.00 |          |
| Certified Pool Operator                | S-4  | \$20.40  |         |        |          |         |          | \$20.81 |          |
| Golf Course Laborer/Pro Shop Assistant | GC-4 | \$9.50   |         |        | \$10.00  |         |          | \$11.00 |          |
| Golf Course Groundsman                 | GC-5 | \$13.68  |         |        |          |         |          | \$11.00 |          |
| Golf Course Ranger                     | GC-6 | \$9.00   |         |        | \$10.00  |         |          | \$11.00 |          |
| Lifeguard                              | S-6  | \$10.00  | \$10.25 |        | \$11.00  | \$11.25 |          |         |          |
| Temporary Seasonal Technical           | T-6  | \$13.26  |         |        |          |         |          | \$13.53 |          |
| Election Warden                        |      | \$11.00  |         |        | \$12.00  |         |          |         | \$13.00  |

D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS (cont.)

| Position                      |  | 07/01/15 |        |        | 01/01/16 |        | 07/01/16 |         | 01/01/17 |
|-------------------------------|--|----------|--------|--------|----------|--------|----------|---------|----------|
|                               |  | Step 1   | Step 2 | Step 3 | Step 1   | Step 2 | Step 1   | Step 2  |          |
| Election Inspector            |  | \$9.00   |        |        | \$10.00  |        |          | \$11.00 |          |
| Election Clerk                |  | \$10.00  |        |        | \$11.00  |        |          | \$12.00 |          |
| Special Detail Police Officer |  | \$42.00  |        |        |          |        |          |         |          |

| Position                           |     | 07/01/15 |         |         |         |         | 01/01/17 |         |         |         |         |
|------------------------------------|-----|----------|---------|---------|---------|---------|----------|---------|---------|---------|---------|
|                                    |     | Step 1   | Step 2  | Step 3  | Step 4  | Step 5  | Step 1   | Step 2  | Step 3  | Step 4  | Step 5  |
| Temporary Seasonal Laborer         | T-4 | \$10.60  | \$11.56 | \$11.74 | \$13.29 | \$13.97 | \$11.00  | \$11.79 | \$11.97 | \$13.56 | \$14.25 |
| Recreational Playground Supervisor | T-5 | \$10.00  | \$10.57 | \$13.11 |         |         | \$11.00  | \$11.78 | \$13.37 |         |         |

\*\*Compensation increase contingent upon positive evaluation of oversight commission, board or individual (Mayor or City Council) with the approval of the Mayor.  
 \*Community Development & Planning Administrative Coordinator Wages paid for by City, CDBG and GFA in the following approximate percentages: City - 84.5%, GFA 10.5% and CDBG 5%.

On the motion, Councillor Boone stated that the Ordinance is transparent and clear for the different positions that have stipends.

Councillor Karen Hardern agreed, saying that it is very transparent and fair and that it dictates the positions that have stipends and that the asterisks are visible.

Councillor Craig Cormier questioned whether a [Compensation] Ordinance is routinely referred to the Finance Committee.

President Walsh, Chairman of the Finance Committee, stated that the Ordinance under debate was not considered by the Finance Committee at its last meeting.

President Walsh relinquished the Chair to Councillor Ronald Cormier.

President Pro-tempore Ronald Cormier recognized Councillor James Walsh.

REGULAR MEETING OF JUNE 6, 2016

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Councillor Walsh expressed support for raises for all non-union employees, but noted opposition to the Ordinance under discussion for two reasons. He said that the proposed Ordinance is unfair and discriminatory to those persons who serve as elected officers by the City Council. He said that there has been much talk about stipends and suggestions of transparency, saying, however, that “this isn’t the case,” citing the four positions that are elected by the City Council – City Auditor, City Clerk, City Treasurer and Collector, as well as the Purchasing Director. Mr. Walsh said that there are recurring different amounts in addition to the salaries listed in the Compensation Ordinance, noting that the amount for the Clerk is set by statute (G.L. Chapter 41, section 19F), as well as additional amount for the Clerk of the City Council, which was adopted by the City in 2009. He continued, saying that the City Auditor serves as an ex-officio member of the Contributory Board and is paid for his services, and the City Treasurer receives a stipend, as well, which are paid from the Retirement Fund.

Councillor Walsh stated that the Purchasing Director receives a stipend, as well, and that the Committee considered the issue, but was informed by the Human Resources Director that the position was vacant and that the Mayor would consider the position separately and when an offer is made, he would consider the salary at that time. He also noted that when the position was advertised, no salary amount was provided.

Mr. Walsh continued, saying that there are other non-union positions in the City that receive compensation above and beyond their [base] salary, citing the following additional compensation and benefits:

- Compensation in lieu of 11 paid holidays equal to 10.5% of the annual salary.
- Positions that receive Longevity pay provided under a separate Ordinance.
- Under another separate Ordinance, educational incentives are provided as additional compensation up to \$3,000 per year above the base salaries. Other additional compensation provided depending on the college degree – Associates \$2,000; Bachelor’s \$3,000; and Master’s \$4,000.
- Approximately 20 non-union positions receive up to \$1,000 per year for uniform and clothing allowances, plus their longevity which provides \$150 per year after 5 years plus an additional \$30 for every year thereafter.

Mr. Walsh continued, saying that the amounts of the statutory stipends recommended “to be backed-out” of the base salaries for the four position is unfair and discriminatory. He closed by saying that he is hopeful that the Council will pass the Ordinance that appears later in the Calendar.



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**REGULAR MEETING OF JUNE 6, 2016**

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Mayor Hawke addressed the Council, saying that longevity is paid to all non-union employees and that historically, the Police Chief and Fire Chief receive additional compensation and that he is unaware of any other positions that receive this additional compensation. "I would hate to see us throw the baby out with the bath water, but this is the perfect time to divide the question. Any question that can stand on its own can be divided," he said. The Mayor recommended that the Council act on the issues separately and let each stand on their own.

On the motion to Order to First Printing, four (4) yeas, Councillors James Boon, Nathan Boudreau, Karen Hardern, and Matthew Vance; six (6) nays, President James Walsh and Councillors Craig Cormier, Ronald Cormier, Scott Graves, Marc Morgan, and Paul Tassone, the motion was defeated.

**REPORTS OF STANDING COMMITTEES****PUBLIC SAFETY COMMITTEE****#9626**

On a motion by Councillor Paul Tassone and seconded by Councillor James Boone, on recommendation of the Public Safety Committee, it was voted on roll call, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to adopt the following Order:

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO PUBLIC WORKS, ROAD RESURFACING.

ORDERED: That there be and is hereby appropriated the sum of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) from Free Cash to DPW, Road Resurfacing.

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9628**

On a motion by Councillor Paul Tassone and seconded by Councillor James Boone, on recommendation of the Public Safety Committee, it was voted viva voce, nine (9) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance; one (1) nay, Councillor Scott Graves, to Order the following Ordinance to First Printing:

REGULAR MEETING OF JUNE 6, 2016

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AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 428, THEREOF, ENTITLED HAWKERS AND PEDDLERS, TO ADD A NEW ARTICLE PROVIDING FOR DOOR-TO-DOOR SOLICITORS.

Be it ordained by the City Council of the City of Gardner as follows:  
Section 1.

Section 428 of the Code of the City of Gardner is hereby amended by adding new Article III, Door-to-Door Solicitors, to read as follows:

**§ 428-7. Purpose.**

It is the purpose of this chapter is to regulate persons or organizations engaged in door-to-door soliciting in the City of Gardner through the issuance and imposition of other limitations on such conduct for the purpose of protecting the city's residents from disruption of the peaceful enjoyment of their residences and from crime and fraud, and further, to allow reasonable access to residents in their homes by persons or organizations who wish to engage in commercial solicitation.

**§ 428-8. Definitions.**

A door-to-door solicitor or solicitor as used herein is defined as any individual, whether a resident of the City of Gardner or not, traveling either by foot, motor vehicle, or any other type of conveyance, from place to place, house to house, taking or attempting to take orders for sale of goods, wares, merchandise, personal property of any nature for immediate or future delivery, or for services or utilities to be furnished or performed immediately or in the future on behalf of themselves or another person or business and whether or not he or she collects advance payments on such sales.

**§ 428-9. License required.**

It shall be unlawful for any solicitor as defined in § 428-8 of this chapter to engage in such business in the City of Gardner without first obtaining a license in compliance with the provisions of this chapter. Such license shall be obtained from the chief of police, and upon payment of a one hundred dollar (\$100.00) license fee. This requirement shall not apply to any door-to-door solicitation of newspapers, religious publications, ice, flowering plants and flowers, and wild fruits, nuts and berries. This requirement shall further not apply to an individual licensed by the Commonwealth pursuant to M.G.L. c. 101, § 22 and conducting sales in accordance with said license, provided that such licensees shall be subject to § 428-13 and § 428-15 of this chapter and any other applicable city ordinance or regulation.

Any person who is not properly licensed under this chapter shall be ordered to immediately cease and desist all solicitation in the city until they attain a proper license.

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Nothing in this chapter shall be construed to impose any license requirement or otherwise restrict or in any way regulate any activity for noncommercial purposes, including but not limited to any activity for religious, charitable, civic or political purposes, regardless of whether such activity includes acts that would otherwise constitute soliciting. Nor shall anything in this chapter be construed to impose any license requirement or otherwise restrict or in any way regulate any person under the age of eighteen (18), who is not engaged in an organized business, either individually or as an employee, from conducting any activity related to taking or attempting to take orders for sale of personal services (such as babysitting, snow shoveling, lawn mowing, or yard maintenance) to be furnished or performed immediately or in the future

**§ 428-10. Application and fee.**

A. Each individual applicant for a license under this chapter shall submit to the chief of police or his/her designee an application along with a fee of one hundred dollars (\$100.00) (per individual applicant) payable to the City of Gardner which will be used to cover the cost of processing permits and conducting the investigation of the application.

B. Each applicant must complete a sworn application in writing, at least ten working days prior to the requested starting date for solicitation, on a form provided by the police department. Said form shall include the following information:

1. Name, physical description, and date of birth;
2. Social Security number of the applicant;
3. Permanent home address as well as full local address for the applicant;
4. A brief description of the nature of the business and/or goods to be sold;
5. If employed, name and address of employer, including credentials which establish the exact relationship;
6. The length of time for which the license is desired (not to exceed ninety days);
7. Names of manufacturer, of source of merchandise, and proposed method of delivery;
8. Two photographs of the applicant, taken within the past sixty days prior to filing of the application, showing only the head and shoulders of the applicant in a clear and distinguishing manner;
9. A statement as to whether or not the applicant has been convicted of any crime listed in § 428-11 of the chapter or is a level 2 or level 3 sex offender required to register with the Sex Offender Registry Board.

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**§ 428-11. Investigation and issuance of license.**

A. If after an investigation into the facts contained in the license application the police chief is satisfied the applicant is of suitable character, the police chief, or his designee, shall grant the requested license.

B. The police chief or his designee shall refuse to issue a license to any organization or individual whose license has been revoked for violation of this chapter within the previous two-year period or who has been convicted of murder/manslaughter, rape, robbery, arson, burglary/breaking and entering, felony assault, or larceny over two hundred fifty dollars, as such persons pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of the violent crimes so listed. The police chief shall also refuse to grant a license to a person who is a sex offender required to register with the Sex Offender Registry Board and who is finally classified as level 2 or level 3 sex offender, as such persons have been found to have a moderate to high risk of re-offense and pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of sex crimes.

**§ 428-12. Identification card.**

The police department, after a review of the information contained in the license application, but in no event more than ten working days after receipt of a fully completed application, shall issue to each qualified applicant an identification card which shall contain the words "licensed solicitor," the individual's picture, identification and expiration date of the license. Persons engaged in solicitation or peddling as defined in this chapter must carry the registration card while soliciting or peddling and present the card to any police officer or person solicited upon request.

**§ 428-13. Solicitation hours & Daily Check-in.**

A properly licensed solicitor shall check in with the Gardner Police Department on each day during which he or she seeks to solicit to provide the geographic area of the city in which the solicitation will take place. On such days, the solicitor may only solicit between the following hours:

A. Monday through Friday: 9:00 A.M. through 7:00 P.M.

B. Saturday, Sunday and holidays: 10:00 A.M. through 6:00 P.M.

**§ 428-14. Records.**

The chief of police shall maintain all pertinent records of licenses issued and violations recorded.

§ 428-15. - Enforcement and penalties.

REGULAR MEETING OF JUNE 6, 2016

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- A. Whoever continues to solicit in the city in willful violation of this chapter, by continuing to solicit after being informed by a police officer to cease and desist, may be arrested without a warrant by a police officer in accordance with the provisions of M.G.L. c. 272, § 59, and subject to a fine of three times the application fee up to but not to exceed three hundred dollars for each violation.
- B. Notwithstanding the above licensing procedures, no licensee may enter private property after being forbidden to do so either directly by the person in charge of the property or by a conspicuously posted notice of “No Trespassing” or “No Soliciting.” Such trespass violations are controlled by M.G.L. c. 266, § 120, which authorizes the arrest (without a warrant) of a person found committing such a trespass in the presence of a police officer.
- C. After investigation by a police officer, licenses issued under the provisions of this chapter may be revoked by the chief of police or his designee after notice and hearing; provided, however, that a license may be suspended immediately, without notice and a hearing, if the public safety or welfare so requires, for any of the following causes:
- (1) Fraud, misrepresentation, or false statement contained in the license application;
  - (2) Fraud, misrepresentation, or false statements made in the course of carrying on the business of solicitation;
  - (3) Any violation of this chapter;
  - (4) Conviction of any crime listed in § 428-11 of this chapter or classification as a Level 2 or Level 3 sex offender;
  - (5) Conducting the business of soliciting or peddling in an unlawful manner or in such a manner as to constitute a breach of the peace, or to constitute a menace to health, safety, or the general welfare of the public; and
  - (6) High-pressure tactics, harassment, or a refusal to accept a refusal as an answer, when verified in writing.
- D. If a license is suspended under the provisions of this section, notice of a hearing with regard to the same shall be given forthwith in accordance with the following subsections:
- (1) Notice of hearing for revocation or suspension of a license shall be given in writing, setting forth specifically the grounds of the complaint and a time and place of the hearing.
  - (2) Such notice shall be hand delivered to the licensee or forwarded by certified mail to the licensee at his or her last known address at least five days prior to the hearing date.
- E. The liability for any fine instituted in accordance herewith shall be joint and several between the individual and any other individual or entity on whose behalf the solicitation is being conducted.

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- F. Pursuant to M.G.L. c. 40, § 21D, in lieu of a criminal disposition of any violation of this Ordinance, the City of Gardner, by and through its Police Department, may give to any offender a notice to appear before the Clerk of the Gardner District Court not later than 21-days after the date of the notice to appear.

§ 428-16. - Expiration of license.

All licenses for soliciting in the city are valid only for the particular dates or time period specified thereon, and in no case for longer than ninety days.

§ 428-17. - Appeals.

Any person or organization who is denied a license or whose license has been revoked may appeal by filing a written notice of appeal with the City of Gardner Police Chief or his or her designee. Such appeal must be filed within five days after receipt of the notice or denial or revocation. Within five business days, the Chief or his or her designee shall hear the appeal; provided, however, that if the Chief or his or her designee fails to make a determination within thirty days after the filing of the appeal, the license shall be deemed granted or reinstated, as the case may be.

§ 428-18. - Severability.

The provisions of this chapter are declared to be severable, and if any section, sentence, clause or phrase of this chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this chapter they shall remain in effect, it being the legislative intent that this chapter shall stand, notwithstanding the invalidity of any part.

Section 2. Section 428-4 of the Code of the City of Gardner is amended by deleting subsection B in its entirety and replacing it to read as follows:

- B. Licensed Hawkers and Peddlers may operate within 1000' of a park or playground on any day of the week upon written approval of the Director of Public Works, if the Director deems that public interest and/or convenience will be served.

Section 3. This Ordinance shall become effective upon passage and publication as required by law.

*FIRST PRINTING – JUNE 10, 2016*

**#9629**

There being no objections, the Public Safety Committee was granted more time to study and to report on the following Ordinance:



## REGULAR MEETING OF JUNE 6, 2016

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 600 THEREOF, ENTITLED "VEHICLES AND TRAFFIC."

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

Section 1. Section 600-28 of Chapter 600, Vehicles and Traffic, Parking Time Limited in Designated Spaces, of the Code of the City of Gardner, is amended by adding the following:

D. Two Hour Parking. No person shall park a vehicle for a period of time longer than two hours on the following described streets or parts thereof between the hours of 9:00 a.m. and 6:00 p.m., except on Sundays and holidays:

|                  |       |                                                                                                      |
|------------------|-------|------------------------------------------------------------------------------------------------------|
| City Hall Avenue | North | Beginning 33 feet from the corner of Connors Street easterly for a distance of 115 feet (10 spaces). |
|------------------|-------|------------------------------------------------------------------------------------------------------|

Section 2. The Code of the City of Gardner is hereby amended by deleting and repealing § 600-29 (B), Police Vehicle Parking Only.

Section 3. Section 600-32 of Chapter 600, Vehicles and Traffic, Angle Parking, of the Code of the City of Gardner, is hereby amended by deleting and repealing the following:

| Name of Street   | Side  | Location                                                                                                                                                                                   |
|------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Hall Avenue | North | Beginning 33 feet from the corner of Connors Street easterly for a distance of 115 feet (10 parking spaces), in front of the police station for police cruiser and official business only. |
| City Hall Avenue | South | 151.5 feet from Pleasant Street a distance of 42 feet (4 angle spaces) (police business only).                                                                                             |

Section 4. Section 600-32 of Chapter 600, Vehicles and Traffic, Angle Parking, of the Code of the City of Gardner, is amended by adding thereto the following:

|                  |       |                                                                                                                               |
|------------------|-------|-------------------------------------------------------------------------------------------------------------------------------|
| City Hall Avenue | South | 130 feet from Pleasant Street, a distance of 63 feet (6 spaces).<br>Vehicles shall not remain in spaces longer than 12 hours. |
|------------------|-------|-------------------------------------------------------------------------------------------------------------------------------|

Section 5. This Ordinance shall take effect upon passage and publication as required by law.

REGULAR MEETING OF JUNE 6, 2016

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**FINANCE COMMITTEE****#9588**

Reporting for the Finance Committee, Councillor Ronald Cormier informed the Council that the Committee and the Mayor reviewed the Right of First Refusal for the parcels off Clark Street in conjunction with the Bailey Brook Land Conservation Project and determined that it would be in the City's interest to not exercise its option to purchase, and so recommended that it be removed it from the Calendar.

On a motion by Councillor Ronald Cormier and seconded by Councillor Marc Morgan, on recommendation of the Finance Committee, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to remove from the Calendar and from further consideration A NOTICE UNDER G.L. CHAPTER 61, §8, RIGHT OF FIRST REFUSAL, SALE OF LAND CLASSIFIED AS FOREST LAND (PARCEL M32-6-5, 85.41 ACRES EASTERLY OF CLARK STREET; PARCEL M-37-21-42, 3.37 ACRES EASTERLY OF CENTURY WAY; M32-6-10, 0.34 ACRES EASTERLY OF CLARK STREET).

**COMMITTEE OF THE WHOLE****#9234**

President Walsh informed the Council that he spoke with the Assistant Attorney General concerning the status of the opinion that was requested, and was advised that a response should be forthcoming within the next couple of weeks. He said that the Council could then get back to addressing the Charter. There being no objections, the Committee of the Whole was granted more time.

**UNFINISHED BUSINESS****#9551**

On a motion by Councillor Ronald Cormier and seconded by Councillor James Boone, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to pass the following Ordinance:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO ADD A NEW SUBSECTION 675-590. MILL STREET CORRIDOR DEVELOPMENT OVERLAY DISTRICT.

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



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**REGULAR MEETING OF JUNE 6, 2016**

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Section 1. Chapter 675 is hereby amended to add a new subsection 675-590, Mill Street Corridor Development Overlay District, as follows:

A. Purpose

To encourage commercial and industrial development and increase redevelopment options, in the Mill Street Corridor Urban Renewal Area (MSCURA), to provide local employment and enhance the tax base while protecting surrounding neighborhoods from land use conflicts. Redevelopment options will be consistent with city-wide growth and development policies within economically stressed areas within the MSCURA by providing for additional uses as a matter of right and altering dimensional requirements.

B. Scope of Authority

1. The Mill Street Corridor Development Overlay District (MSCDOD) shall only be applied over all parcels that are included in the Mill Street Corridor Urban Renewal Area.
2. Any use permitted by right or Special Permit in the underlying districts, as provided for by this Ordinance, shall continue to be permitted in addition to all other uses permitted by the MSCDOD.
3. Site plan review. All developments proposed for MSCDOD shall undergo site plan review in accordance with § 675-1020. Site Plan Review, shall apply to any new structure or group of structures under the same ownership on the same or contiguous lots that consist of 2,500 square feet or more of gross floor area; or any improvement, alteration, or change in use which results in an increase of 2,500 square feet or more of gross floor area.
4. Waivers. The Planning Board may modify or waive any requirement of the overlay district upon finding that, due to topography, location, or unusual conditions affecting the property, the requirements of this section would unreasonably restrict development of the property. In modifying or waiving these provisions, the Planning Board may impose conditions it deems necessary to protect the public interest and promote the orderly development of the corridor.

C. Designation of Mill Street Corridor Development Overlay District

Designation is limited to parcels that are included in the Mill Street Corridor Urban Renewal Area due to the areas economic stress. Criteria for measuring economic stress include vacancy rates, incidences of arson, declining property values, building code violations, property tax delinquencies and inclusion in ongoing revitalization efforts.

D. Additional Uses

1. Properties included in the MSCDOD shall be permitted for the following uses as a matter of right:
  - a. Library, museums, art gallery or civic center.

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- b. Country or tennis club, lodge building or other non-profit social, civic, conservation or recreational use.
- c. Professional Office and Retail Store, regardless of square footage.
- d. Restaurant, fast food, including appurtenant structures to provide drive-through or drive-in services.
- e. Restaurant serving food or beverages with live or mechanical entertainment.
- f. Indoor amusement or recreation place of assembly provided that the building is so insulated and maintained as to confine noise to the premises.
- g. Commercial clubs and/or recreational establishments such as swimming pools, tennis courts, ski clubs, camping areas, skating rinks or other commercial facilities offering outdoor recreation.

E. Dimensional Requirements

1. Any new structure, substantial improvement or alternative to an existing structure involving more than 50 percent of that structure's gross floor area shall be subject to the following:
  - a. Minimum lot size: 60,000 square feet
  - b. Minimum frontage: none
  - c. Front yard setback: none
  - d. Side yard setback: 10 feet; or none if abuts commercial or industrial use
  - e. Rear yard setback: 20 feet; or 40 feet if abuts residential zone
  - f. Maximum building height: 5 stories or 60 feet
  - g. Maximum building coverage including accessory buildings 65%
2. Improvements or alterations to an existing structure involving less than 50 percent of that structure's gross floor area shall not be subject to dimensional requirements, except that the minimum lot size shall not be less than 60,000 square feet and the structure shall not expand in terms of percentage of lot coverage, and side and rear setbacks shall be met.

F. Design and Preservation Standards

1. The provisions of § 675-750, Schedule of Parking Uses; loading areas shall apply unless superseded by the following standards.

Parking Requirements MSCDOD:



## REGULAR MEETING OF JUNE 6, 2016

| Use                                                                    | Parking Spaces Required                                                                       |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Retail Store                                                           | 1 space per 250 square feet gross floor area                                                  |
| Business or professional office                                        | 1 space per 300 square feet gross floor area                                                  |
| Restaurant, lodge or club, or other place of assembly                  | 1 space per 4 seats plus 1 space per employee, or 1 space per 75 square feet of assembly area |
| Library, museum, art gallery, civic center, or Recreational facilities | 2 spaces per 1,000 square feet gross floor area                                               |
| Outdoor recreation                                                     | 1 space per 1,000 square feet of recreational land area                                       |

## 2. Parking Lot Design

- a. The provisions of § 675-770, Design requirements for parking lots, facilities, and drive-throughs shall apply unless superseded by the following standards.
- b. Sidewalks and pedestrian paths shall connect the lots to the principal uses they will serve. Facilities and access routes for deliveries, service and maintenance shall be separated, where practical, from public access routes and parking areas. Car stops shall be provided to prevent parked cars from damaging trees and shrubs or disrupting pedestrian walkways.
- c. The Planning Board may modify the above requirements for any interior landscaped areas or islands that serve as vegetated swales or bioretention cells.

## 3. Lighting and utilities.

- a. All lighting shall be arranged and shielded so as to prevent direct glare from the light source into any public street or private way or onto adjacent property. Lighting shall comply with § 675-770B, Lighting and landscaping requirements, Subsection B(4), and § 675-1020F, development impact standards.
- b. All lights and illuminated signs shall be designed to prevent objectionable light and glare from crossing property lines. Externally lit signs, display, building and aesthetic lighting must be lit from the top and shine downward.
- c. All electric, telephone, television and other communication lines, both main and service connections, shall be provided by underground wiring.

4. Complete Streets - Whenever a development within the MSCDOD fronts a public way, Complete Streets design principles consistent with the Timpany Boulevard Complete Streets Study, dated June 2015, shall be incorporated into the design.

REGULAR MEETING OF JUNE 6, 2016

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5. Projects shall take into consideration the preservation of sensitive natural features including streams and water bodies. Development shall preserve the natural features of the site, avoid areas of environmental sensitivity, and minimize alteration of natural features. If appropriate walking and hiking trails should be incorporated into the development to enhance walkability within the development.
6. Bicycle accommodation.
  - a. Bicycle parking facilities shall be provided for any new building, addition or enlargement of an existing building, or for any change in the occupancy of any building that results in the need for additional vehicular parking facilities. One bicycle space shall be provided for every 10 vehicle parking spaces, up to a maximum of 25 spaces.
  - b. Parking for bicycles shall include provision for secure storage of bicycles. Such facilities shall provide lockable enclosed lockers or racks or equivalent structures in or upon which the user may lock a bicycle.
  - c. Bicycle parking facilities shall be sufficiently separated from motor vehicle parking areas to protect parked bicycles from damage by motor vehicles. The separation may be accomplished through grade separation, distance or physical barrier, such as curbs, wheel stops, poles or other similar features.
  - d. Bicycle parking facilities shall be located in a clearly designated safe and convenient location. Whenever possible, the bicycle parking shall be placed within 50 feet of building entrances and in well-lit areas.
7. Landscaping and screening.
  - a. A registered landscape architect shall prepare a landscape plan drawn to scale, including dimensions and distances. The plan shall delineate all existing and proposed parking spaces or other vehicle areas, access aisles, driveways, and the location, size and description of all landscaping materials and tree cover.
  - b. Loading areas and service facilities (dumpsters, storage areas, utility boxes, etc.) shall be placed to the rear of buildings in visually unobtrusive locations. Screening and landscaping shall prevent direct views of such areas from adjacent properties or from public ways. Screening shall be achieved through walls, fences, landscaped berms, evergreen plantings, or combinations thereof. Fences made of wood, stone, or brick are preferred.
  - c. Heating, ventilating and air-conditioning (HVAC) units, telephone boxes, electrical transformers, etc., shall be screened through use of landscaping, berms, or fences and shall be as unobtrusive as possible. Heating, ventilating and air-conditioning (HVAC) units may be located behind roof ridgelines so they are not visible from the front view of the building.
  - d. When a proposed development abuts a residential district, whether presently developed or not, landscaped buffers shall be employed to shield the residential property from view of the proposed development and to minimize lighting and noise impacts. Such a buffer shall contain a screen of plantings not less than three feet in width and six feet in height at the

REGULAR MEETING OF JUNE 6, 2016

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time of planting and shall thereafter be maintained by the owner or occupant so as to provide a dense screen year round. At least 50% of the plants shall consist of evergreens. A solid wall or fence, not to exceed six feet in height, complemented by suitable plantings, may be substituted for such landscaped buffers.

8. Architectural standards.
  - a. The site plan application shall contain elevations of all proposed buildings, prepared by a licensed architect.
  - b. Exterior materials for the front façade and any sides of buildings fronting on public streets may include clapboard, wood shingles, stone, brick, textured or coated concrete block, textured or coated precast concrete, or materials of comparable appearance as approved by the Planning Board. Applicants are encouraged to use green building technologies and materials, wherever possible, to limit environmental impacts.
  - c. Architectural focal points. In any development with 10,000 square feet or more of retail use, the principal building on a lot shall have clearly defined, highly visible customer entrances featuring at least two of the following: canopies or porticos; overhangs; recesses/projections; raised corniced parapets over the door; peaked roof forms; arches; outdoor patios; display windows; and planters or wing walls that incorporate landscaped areas and/or places for sitting.

In City Council – January 19, 2016

Ordered Printed – May 16, 2016

First Printing – May 20, 2016

Ordinance Passed – June 6, 2016

Presented to Mayor for Approval – June 7, 2016

Approved – June 13, 2016

MARK P. HAWKE, Mayor

**#9569**

On a motion by Councillor Marc Morgan and seconded by Councillor James Boone, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to pass the following Ordinance:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 675 THEREOF, ENTITLED "ZONING," TO ADD NEW SUBSECTIONS TO SECTION 675-970, SIGNS PERMITTED IN COMMERCIAL OR INDUSTRIAL DISTRICTS, AND TO SECTION 675-980, SPECIAL REGULATIONS FOR SIGNS IN HISTORIC AREAS,

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

REGULAR MEETING OF JUNE 6, 2016

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Section 1. Chapter 675 is hereby amended by adding a new subsection to 675-970, Signs Permitted in Commercial or Industrial Districts, as follows:

- G. Perpendicular signs. One projecting, or perpendicular sign, may be erected within five feet of the business's entrance and must be erected no less than ten (10) feet from the ground level, at the base of the building above a sidewalk to the bottom of the sign, so long as public safety is not endangered, and no more than twenty (20) feet from the ground level to the top of the sign. Such sign shall not extend above the building, nor be more than eight (8) square feet in area and, when combined with any existing alternative signage, shall not exceed a total of eighty (80) square feet. All perpendicular signs must be externally lit from the top and shine downward.

Section 2. Chapter 675 is further amended by adding a new subsection to 675-980, Special Regulations for Signs in Historic Areas, as follows:

- G. Perpendicular signs. One projecting, or perpendicular sign, may be erected within five feet of the business's entrance and must be erected no less than ten (10) feet from the ground level at the base of the building above a sidewalk to the bottom of the sign, so long as public safety is not endangered, and no more than twenty (20) feet from the ground level to the top of the sign. Such sign shall not extend above the building, nor be more than eight (8) square feet in area and, when combined with any existing alternative signage, shall not exceed a total of forty (40) square feet. All perpendicular signs must be externally lit from the top and shine downward.

Section 3. This Ordinance shall become effective upon passage and publication as required by law.

In City Council – January 19, 2016  
Ordered Printed – May 16, 2016  
First Printing – May 20, 2016  
Ordinance Passed – June 6, 2016  
Presented to Mayor for Approval – June 7, 2016  
Approved – June 13, 2016  
MARK P. HAWKE, Mayor

**#9599**

President Walsh relinquished the Chair to Councillor Ronald Cormier.

President Pro-tempore Ronald Cormier recognized Councillor James Walsh.

Councillor Walsh requested that the Council take up for reconsideration, Calendar 9599, which he moved to reconsider and enter on the minutes on May 16, 2016.



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**REGULAR MEETING OF JUNE 6, 2016**

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President Pro-tempore Ronald Cormier recognized that Councillor Walsh voted on the prevailing side and therefore, the motion was in order. He noted that Councillor Morgan had seconded Councillor Walsh's motion.

Councillor Walsh stated that this is the Council's opportunity to grant the people who are covered under this Ordinance "compensation that they deserve." He said that when the Ordinance was sent to a First Printing, no objections were raised at that time, other than those that voted against it. He noted that the Council is short one member again; as was the situation at the last meeting and that the Ordinance requires eight votes, "so very deserving people await our action." He urged his colleagues to vote yes on the motion to reconsider and on the motion to pass the Ordinance and send it to second printing.

Councillor Nathan Boudreau stated that "very deserving people was just said," and said that is the reason that he cannot support the Ordinance. He added that every time a raise comes up, it is about the position, not the person. He closed by saying he cannot support the Ordinance because "we are considering people, not positions."

Councillor Paul Tassone addressed the Mayor's comments, saying, "Time is of the essence," and noted "that the funds are available now, but not much longer." He expressed his disagreement with Councillor Boudreau's comments, saying that "these people have been waiting for us to take action, and I for one, do not want to penalize the people that work so hard each and every day to serve our City and keep us safe."

Councillor Karen Hardern remarked "It is a very tough decision for all of us...that the people that work for the City do a tremendous job." She said that she agreed with Councillor Boudreau "to vote for the position, not the person." She said that one of her problems with the Ordinance, which she addressed, has to do with the stipends and the asterisks.

Mayor Hawke addressed the Council, asking that the Council reconsider the matter, then divide the question or amend it, because "as was stated, and everyone agrees," there "are deserving people waiting for this."

On the motion to reconsider, seven (7) yeas, President James Walsh and Councillors Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Marc Morgan, and Paul Tassone; three (3) nays, Councillors James Boone, Karen Hardern, and Matthew Vance, the motion was adopted.

Reconsideration having been adopted, the motion to pass the Ordinance and order it to Second and Final Printing was on the floor for deliberation.

REGULAR MEETING OF JUNE 6, 2016

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Councillor Walsh stated, "Contrary to what has been suggested by others, this is not a consideration of person over the position. The position in question is the City Clerk's position." He said that the [Compensation] Study that the Finance Committee used included a recommendation that the [Clerk's] position be listed "at a G-10 level," which, he noted, is the minimum recommended amount for a G-10 position and which is the amount that is listed in the Ordinance that is before the Council. He continued, saying "The effort to back-out stipends, as we call them, or additional salary amounts, is unfair to the Clerk, the Auditor, and the Treasurer. In this Ordinance, they are being treated fairly with other compensation, just like other compensation is provided to others under other Ordinances."

Mr. Walsh continued, stating there has been some suggestion that the services provided by the City Clerk, for example, is in the Job Description for the City Clerk. He said that the additional compensation that other department heads receive above and beyond what is contained in the Compensation Ordinance, such as educational incentive pay, is included in their job descriptions, as well. "So that's a red herring issue, in my opinion," he added.

Mr. Walsh closed his remarks by saying, "If you vote no, you are depriving all of the other people included in this Ordinance." He suggested that the question is not a matter for division "since there aren't separate questions before the Council," adding "This is one Ordinance amendment." He again urged the Council to vote to pass the Ordinance and send it to second and final printing.

Councillor Matthew Vance moved to amend the City Clerk compensation to have the July 1, 2015 salary read "\$66,951.76 with the \$3,500 stipend and the \$550 stipend," and to amend the January 1, 2016 salary to read "\$69,594.00 with the \$3,500 stipend and the \$550 stipend."

Councillor Nathan Boudreau seconded the motion.

On the motion to amend, Councillor Walsh urged the Council to defeat the amendment, saying that singling out one person who has always had additional compensation provided to him beyond base salary is just unfair and discriminatory. He questioned the reason why the Council, who elects the City Clerk and who works for the Council, would do this.

Councillor Hardern stated, "This is really sad because we are all Councillors elected by the people that are supposed to be doing what is right for the City and I am not lecturing. This is tough, because the people that are sitting here do their work day after day and they're caught in our crossfire, and that is just not fair. And I still do not support this the way it is."

REGULAR MEETING OF JUNE 6, 2016

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Mayor Hawke addressed the Council, asking that it vote in favor [of the amendment], because if the amendment does not pass, “I am afraid that the main motion will fail.”

On the motion, five (5) yeas, Councillors James Boone, Nathan Boudreau, Karen Hardern, Paul Tassone, and Matthew Vance; five (5) nays, President James Walsh and Councillors Craig Cormier, Ronald Cormier, Scott Graves, and Marc Morgan, the amendment was defeated.

Councillor Matthew Vance moved to take out the City Clerk’s salary for a separate vote. Councillor Nathan Boudreau seconded the motion.

Councillor Walsh raised a point of parliamentary procedure, saying that the motion is essentially the same as a motion to amend, which did not pass. He requested that the Chair rule whether the proposed division of the question is appropriate under these circumstances.

President Pro-tempore Ronald Cormier ruled that the motion was appropriate.

On the motion to divide the question, four (4) yeas, Councillors James Boone, Nathan Boudreau, Karen Hardern, and Matthew Vance; six (6) nays, President James Walsh and Councillors Craig Cormier, Ronald Cormier, Scott Graves, Marc Morgan, and Paul Tassone, the motion was defeated.

On the motion to pass the Ordinance, Councillor Paul Tassone stated, “The Council cannot come to an agreement on the position of City Clerk, but at the same time, everybody before me knows how hard and what a great job that our City Clerk does. And, these people behind us work their tails off day in and day out, and deserve to be compensated. We do not need to go through the loss of more employees costing us more money to retrain. Think about what is going to happen if we do not pass this ordinance at this time. Think about getting answers when we need answers. I urge the City Council to pass this at this time.”

Councillor Scott Graves remarked that he has been on the City Council for a very long time and when evaluating such situations, “always looks at the positions,” and “that is what is before the Council.”

President Pro-tempore Ronald Cormier stated that he, too, hopes that Councillors are voting on the positions, and not the persons [holding the positions].

Councillor Walsh reminded the Council that there are only ten Councillors in attendance and that eight votes are required to pass the Ordinance.



REGULAR MEETING OF JUNE 6, 2016

He said that there have been differences of opinion, but that those differences of opinion have been resolved and that the question is whether every person that is listed in the Ordinance should be compensated at the rate that the Finance Committee proposed after a lengthy process. “So, I understand that some of you have voted differently earlier in the meeting, but now is the time to recognize that good people that are covered by this Ordinance should receive additional compensation that this Ordinance provides. I hope that we will have the eight votes to do so,” he said.

On the motion by Councillor Ronald Cormier, as seconded Councillor Craig Cormier, to pass the Ordinance, on roll call, nine (9) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, and Paul Tassone; one (1) nay, Councillor Matthew Vance, the motion carried and the Ordinance, as follows, was passed and ordered to second and final printing:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171 THEREOF, ENTITLED “PERSONNEL,” TO CHANGE THE COMPENSATION SCHEDULE.

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

Section 1. Section 171-68 of Chapter 171, Personnel, of the Code of the City of Gardner is hereby amended by deleting and repealing Schedule 2 – Compensation Schedule and replacing it to read as follows:

**A. DEPARTMENT HEADS**

| Position                                             | Grade | 07/01/15           |             | 01/01/16    |            |
|------------------------------------------------------|-------|--------------------|-------------|-------------|------------|
|                                                      |       | Annual             | Weekly      | Annual      | Weekly     |
| Building Commissioner                                | G-10  | \$72,287.27        | \$1,390.14  | \$73,644.00 | \$1,416.23 |
| Chief of Police                                      | G-13  | \$90,730.00        | \$1,744.81  | \$92,498.00 | \$1,778.81 |
| City Assessor                                        | G-9   | \$63,781.00        | \$1,226.56  | \$67,568.00 | \$1,299.38 |
| City Auditor                                         | G-10  | \$75,027.41        | \$1,442.83  |             |            |
| City Clerk                                           | G-10  | \$72,287.27        | \$1,390.14  | \$73,644.00 | \$1,416.23 |
| City Collector/Treasurer                             | G-10  | \$77,706.96        | \$1,494.36  |             |            |
| City Engineer                                        | G-11  | \$93,248.55        | \$1,793.24  |             |            |
| City Solicitor                                       | G-10  | \$74,491.70        | \$1,432.53  |             |            |
| Council on Aging Director                            | G-8   | \$50,814.00        | \$977.19    | \$52,179.00 | \$1,003.44 |
| Director of Community Development & Planning         | G-10  | City               | \$60,825.00 |             |            |
|                                                      |       | GRA                | \$20,556.00 |             |            |
|                                                      |       | CDBG               | \$4,283.00  |             |            |
|                                                      |       | Total Compensation | \$85,664.00 | \$1,647.38  |            |
| Director of Local Origination & Educational Planning | G-6   | \$57,846.66        | \$1,112.44  |             |            |



REGULAR MEETING OF JUNE 6, 2016

|                                             |      |        |             |            |             |            |
|---------------------------------------------|------|--------|-------------|------------|-------------|------------|
| Director of Public Health                   | G-10 |        | \$75,027.41 | \$1,442.83 |             |            |
| Fire Chief                                  | G-13 |        | \$85,009.00 | \$1,634.79 | \$87,487.00 | \$1,682.44 |
| Golf Course Driving Range/Superintendent    | G-9  |        | \$70,740.67 | \$1,360.40 |             |            |
| Human Resources Director                    | G-11 |        | \$77,645.00 | \$1,493.17 | \$80,263.00 | \$1,543.52 |
| Information Technology Director             |      | City   | \$44,304.21 |            |             |            |
|                                             | G-10 | School | \$43,652.68 |            |             |            |
|                                             |      | Total  | \$87,956.89 | \$1,691.48 |             |            |
| Library Director                            | G-10 |        | \$72,287.27 | \$1,390.14 |             |            |
| Public Works Director                       | G-12 |        | \$92,470.75 | \$1,778.28 |             |            |
| Purchasing Agent/Civil Enforcement Director | G-10 |        | \$70,406.31 | \$1,353.97 | \$71,144.00 | \$1,368.15 |
| Veterans' Director                          | G-6  |        | \$53,591.00 | \$1,030.60 |             |            |

B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS

| Position                                    | Grade | 07/01/15    |             |            | 01/01/16    |            |         |
|---------------------------------------------|-------|-------------|-------------|------------|-------------|------------|---------|
|                                             |       | Annual      | Weekly      | Hourly     | Annual      | Weekly     | Hourly  |
| Executive Secretary                         | G-4   | \$43,402.00 | \$834.65    | \$22.56    | \$43,932.00 | \$844.85   | \$22.83 |
| Assistant City Clerk                        | G-4   | \$39,476.00 |             | \$20.52    | \$40,299.00 |            | \$20.95 |
| Assistant City Engineer                     | G-8   | \$59,585.00 | \$1,145.87  |            | \$61,993.00 | \$1,192.17 |         |
| Assistant City Solicitor                    | G-3   | \$41,175.03 | \$791.83    |            |             |            |         |
| Assistant Director of Community Development |       | City        | \$3,198.00  |            |             |            |         |
|                                             | G-7   | CDBG        | \$60,754.00 |            |             |            |         |
|                                             |       | Total       | \$63,952.00 | \$1,229.85 |             |            |         |
| Assistant Director of Public Health         | G-5   | \$49,306.40 | \$948.20    |            |             |            |         |
| Assistant Library Director                  | G-6   | \$53,972.18 | \$1,037.93  |            |             |            |         |
| Deputy Chief of Police                      | G-11  | \$77,645.00 | \$1,493.17  |            | \$80,263.00 | \$1,543.52 |         |
| Economic Development Coordinator            |       | City        | \$46,480.00 |            |             |            |         |
|                                             | G-7   | Other       | \$10,520.00 |            |             |            |         |
|                                             |       | Total       | \$57,000.00 | \$1,096.15 |             |            |         |
| GIS Technician                              | G-5   | \$48,231.90 | \$927.54    |            |             |            |         |
| Golf Professional                           | G-6   | \$1,183.67  | Weekly      |            |             |            |         |
| Golf Pro Manager                            | G-6   | \$1,020.00  | Weekly      |            |             |            |         |
| Local Inspector                             | G-6   | \$55,734.85 | \$1,071.82  |            |             |            |         |
| Producer                                    | G-2   | \$43,841.01 | \$843.10    |            |             |            |         |
| Senior Animal Control Officer               | G-2   | \$37,513.70 | \$721.42    |            |             |            |         |
| Systems Manager                             | G-6   | \$58,950.00 | \$1,133.65  |            |             |            |         |
| Electrical Inspector                        | G-6   |             |             | \$28.97    |             |            |         |
| Plumbing Inspector                          | G-6   |             |             | \$25.89    |             |            | \$27.12 |
| Transfer Station Supervisor                 | G-3   |             |             | \$20.48    |             |            |         |
| Conservation Agent                          | G-6   | \$27.29     |             |            |             |            |         |
| Planning Agent                              | G-6   | \$29.37     |             |            |             |            |         |



REGULAR MEETING OF JUNE 6, 2016

|                              | Annual     | Monthly  |
|------------------------------|------------|----------|
| Civil Defense Director       | \$8,473.40 | \$706.12 |
| Sealer of Weights & Measures | \$8,629.99 | \$719.17 |

**C. NON-UNION STAFF POSITIONS**

| Position               | 07/01/15    |          |         | 01/01/16    |          |         |
|------------------------|-------------|----------|---------|-------------|----------|---------|
|                        | Annual      | Weekly   | Hourly  | Annual      | Weekly   | Hourly  |
| Animal Control Officer | \$29,160.00 | \$560.77 | \$14.02 | \$31,000.00 | \$596.15 | \$14.90 |

Section 2. This Ordinance shall be effective July 1, 2015.

In City Council – March 21, 2016  
 Ordered Printed – May 2, 2016  
 First Printing – May 6, 2016  
 Ordinance Passed – June 6, 2016

THE FOREGOING WAS LAID BEFORE THE MAYOR ON THE 7<sup>TH</sup> DAY OF JUNE, 2016 AND AFTER TEN DAYS IT HAD THE “FORCE OF THE LAW” AS PRESCRIBED UNDER SECTION 30 OF THE CHARTER OF THE CITY OF GARDNER, AS IT WAS NOT RETURNED WITH OBJECTIONS WITHIN THAT TIME.

Councillor Ronald Cormier relinquished the Chair and President Walsh resumed the Chair.

**NEW BUSINESS**

On a motion by Councillor Nathan Boudreau and seconded by Councillor Scott Graves, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Karen Hardern, Marc Morgan, Paul Tassone, and Matthew Vance, to consider New Business.

**Memorial Day Program**

Councillor Paul Tassone informed the Council that the Memorial Day Program held at Gardner High School was outstanding and that there was a good turnout to honor those that have served our country.

**Gardner High School Graduation**

Councillor Tassone congratulated the Gardner High Class of 2016 on their recent graduation, and noted the great number of scholarships that the Gardner community provides to graduating students.

**Skate Park Public Meeting**

Councillor Karen Hardern announced that a public meeting is scheduled for Wednesday, June 22, 2016 at 6:00 p.m. in the City Hall Annex concerning the proposed Skate Park.



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**REGULAR MEETING OF JUNE 6, 2016**

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**Police Department Appreciation**

Councillor Marc Morgan expressed thanks and appreciation to the Gardner Police Department, most notably Police Chief Neil Erickson and Deputy Chief John Bernard, for outstanding work in apprehending “the tagger.” He added that the “tagger” admitted to all of the recent tagging crimes.

**Williams-Rockwell Educational Gift Fund**

Council President James Walsh, who also serves as a member of the Williams-Rockwell Educational Gift Fund Board of Trustees, informed the Council that the Board recently met and voted to retain the services of financial adviser Raymond James, represented by former Mayor Stephen Erickson. He said that since the Council transferred the Gift Fund, the plan by Raymond James is to invest the funds over the course of six months. The firm’s recommendation, which the Board of Trustees adopted, is for a moderate risk investment strategy of 60% equities and 40% debt securities. The Board, he said, will be receiving regular status reports from Raymond James and is hopeful that after the beginning of the new year, the Board will devise a plan to request proposals for funding worthy projects from the Fund. He acknowledged the Mayor for his leadership role in organizing the Board meetings for providing a negotiating effort which resulted in obtaining a good deal from the financial adviser (fees and expenses).

**CLOSING PRAYER**

President Walsh led the Council in the Closing Prayer.

**ADJOURNMENT**

On a motion by Councillor Nathan Boudreau and seconded by Councillor Paul Tassone, it was voted viva voce, ten (10) yeas, President James Walsh and Councillors James Boone, Nathan Boudreau, Craig Cormier, Ronald Cormier, Scott Graves, Marc Morgan, Paul Tassone, and Matthew Vance, to adjourn at 8:35 o’clock p.m.

**Accepted by the City Council:**



**CITY OF GARDNER  
MASSACHUSETTS 01440-2630**

**OFFICE OF THE  
CITY CLERK**

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

**CITY OF GARDNER  
NOTICE TO ABUTTERS**

June 9, 2016

**TO INTERESTED PARTIES:**

Pursuant to the provisions of M.G.L.A., c.166, §22, you are hereby notified that a Public Hearing will be conducted on **Monday, June 20, 2016 at 7:30 o'clock P.M.** in the City Council Chamber, Room 219, City Hall, 95 Pleasant Street, Gardner, Massachusetts, upon the petition of **NATIONAL GRID** and **Verizon New England, Inc.**, for permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

**MONTVALE ROAD** – NATIONAL GRID to relocate 1 jointly-owned pole beginning at a point approximately 120 feet northeast of the centerline of the intersection of Sunset Road and continuing approximately 25 feet in a northerly direction.

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

**CITY COUNCIL OF GARDNER**

By: *Alan Aquelli*  
City Clerk

9652

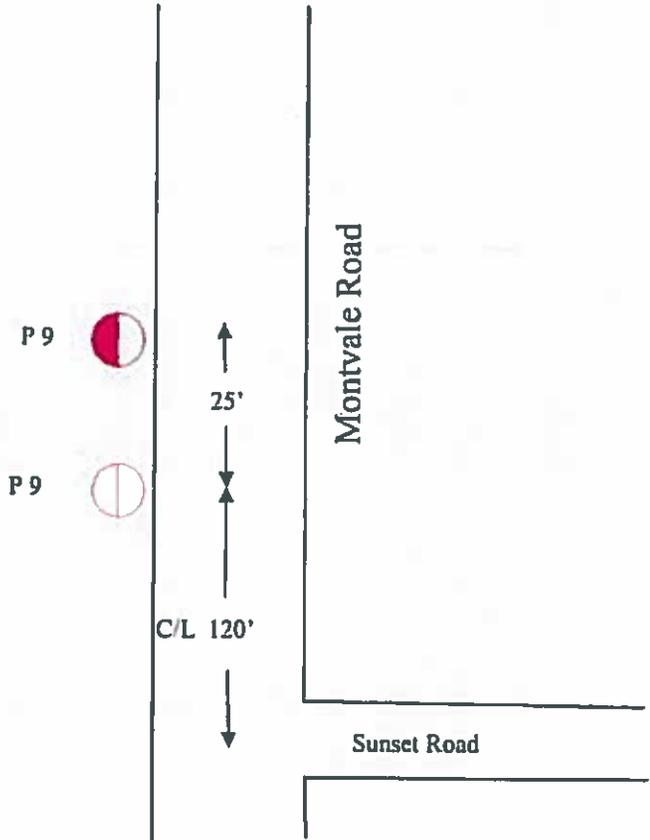
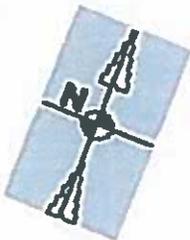
RECEIVED

Montvale Road - Gardner

2016 MAY 31 A 10: 23

CITY CLERKS OFFICE  
GARDNER, MA

Pole 9 Montvale Road  
Relocate one J.O. Pole  
To shorten the distance between poles.



**Petition**

**nationalgrid**

New JO pole



Existing JO pole



Date: May 3, 2016

Work Request #: 21708402

To the Town of: Gardner

Job Description: relocate one JO pole

For Proposed Location: Montvale Road

DISTANCES ARE APPROXIMATE

Drawn By: Iris Geeston-Price



**CITY of GARDNER**

**Office of the City Auditor**

John Richard, City Auditor

95 Pleasant Street, Room 126

Gardner, MA 01440

Phone: 978-632-1900 ext. 8020 • Fax: 978-630-3778

Email: jrichard@gardner-ma.gov

RECEIVED

2016 JUN 13 A 9: 56

CITY CLERKS OFFICE  
GARDNER, MA

To: City Council

Re: Money Orders for consideration on June 15, 2016

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

These balances are as of June 13, 2016:

|           |                                   | <u>Money<br/>Order</u> | <u>Balance</u> |
|-----------|-----------------------------------|------------------------|----------------|
| Free Cash |                                   |                        | \$ 73,060      |
| 10000-    | to Public Works for Road          |                        |                |
| 35400     | Resurfacing                       | \$ 23,000              | \$ 50,060      |
|           | to City Hall for Repairs & Maint. | \$ 50,000              | \$ 60          |
|           |                                   |                        | \$ 60          |

The Snow & Ice account currently has available \$55,491.57  
14421-52210

Sincerely

John Richard  
City Auditor

copies: Mayor  
City Clerk



**CITY of GARDNER**

**Office of the City Auditor**

John Richard, City Auditor

95 Pleasant Street, Room 126

Gardner, MA 01440

Phone: 978-632-1900 ext. 8020 • Fax: 978-630-3778

Email: jrichard@gardner-ma.gov

RECEIVED

2016 JUN 13 A 9:56

CITY CLERKS OFFICE  
GARDNER, MA

To: City Council

Re: Money Orders for consideration on June 15, 2016

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

These balances are as of June 13, 2016:

|                                      |             |    | <u>Money<br/>Order</u> | <u>Balance</u> |
|--------------------------------------|-------------|----|------------------------|----------------|
| Solid Waste Enterprise Fund          |             |    |                        | \$ 98,400      |
| 65000- to Solid Waste Dept for Trash |             |    |                        |                |
| 31500 Disposal                       | 65430-55120 | \$ | 6,000                  | \$ 92,400      |
|                                      |             |    |                        | \$ 92,400      |

The Snow & Ice account currently has available \$55,491.57  
14421-52210

Sincerely

John Richard  
City Auditor

copies: Mayor  
City Clerk



**CITY of GARDNER**

**Office of the City Auditor**

John Richard, City Auditor

95 Pleasant Street, Room 126

Gardner, MA 01440

Phone: 978-632-1900 ext. 8020 • Fax: 978-630-3778

Email: jrichard@gardner-ma.gov

To: City Council

Re: Money Orders for consideration on June 15, 2016

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

These balances are as of June 13, 2016:

|                       |                                |        | <u>Money<br/>Order</u> | <u>Balance</u> |
|-----------------------|--------------------------------|--------|------------------------|----------------|
| Sewer Enterprise Fund |                                |        |                        | \$ 4,805,288   |
| 61000-                | to Sewer Capital for Design of | 35443- |                        |                |
| 31500                 | Dewatering                     | 58204  | \$ 15,000              | \$ 4,790,288   |
|                       |                                |        |                        | \$ 4,790,288   |

The Snow & Ice account currently has available \$55,491.57  
14421-52210

Sincerely

John Richard  
City Auditor

copies: Mayor  
City Clerk

9656

AN ORDER APPROPRIATING FROM FREE CASH TO CITY HALL  
REPAIRS AND MAINTENANCE.

ORDERED:

That there be and is hereby appropriated the sum of Fifty Thousand Dollars and  
No Cents (\$50,000.00) from Free Cash to City Hall Repairs and Maintenance.

9656

# City of Gardner, *Executive Department*



Mark Hawke, Mayor

RECEIVED

2016 JUN 13 A 8:22

CITY CLERKS OFFICE  
GARDNER, MA

June 13, 2016

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Free Cash Appropriation to City Hall Repairs and Maintenance

Dear President Walsh and Councilors,

During the ongoing sprinkler system work in the City Hall's Perry Auditorium, it was discovered that the dry system in the rear of the building had pipes that were more than 75% blocked with debris and sediment, and sprinkler heads that were almost 100% blocked with debris and sediment.

This discovery has created a need for a change order to the work. Tyco, who is currently performing the work, has supplied us with the attached quote to complete the change order. However, given the scope and dollar amount of the change order, we will need to perform another bid for the work. The quote gives us a good baseline by which to anticipate the project cost.

Respectfully,

Mark Hawke  
Mayor, City of Gardner



35 Progress Ave  
NASHUA, NH 03062-3301  
(603) 886 1100  
FAX: (603) 598 2567  
www.simplexgrinnell.com

9656

## SimplexGrinnell Quotation

TO:  
Gardner Purch Dept-City Hall  
95 Pleasant St  
GARDNER, MA 01440-2630

Project: WOR Gardner Town Hall Dry Barr  
Customer Reference: WOR Gardner Town Hall Dry Barr  
SimplexGrinnell Reference: 168410731  
Date: 06/07/2016  
Page 1 of 7

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

**Total net selling price, FOB shipping point, \$49,661.33**

SimplexGrinnell LP is pleased to offer you this proposal to include labor and materials for the following scope of work:

### SCOPE OF WORK FOR ATTIC DRY SYSTEM

- Replace the dry system main and branch lines that are feeding the dry pendant sprinkler heads in the auditorium. We will replace all the way to the last fitting before the main goes beneath the floor in the 5x5x4 threaded tee. We will replace all the dry pendant heads. We will leave all of the old main and branch lines in the attic and will construct the new system around the old one. We will add one new inspectors test valve off of one of the new drum drips and will run it out of the building within ten 10' of an existing drum drip. All new dry piping will be properly pitched to meet NFPA. Prevailing wage has been included.

### SYSTEM PIPING

- Standard schedule 40 and schedule 10 black steel piping will be utilized for the systems.
- All per NFPA #13.
- Seamless pipe will not be utilized.

### SYSTEM FITTINGS

- Standard black cast iron screwed fittings will be utilized.
- Standard finish grooved fittings and mechanical tees will be utilized.
- Standard finish lightweight grooved couplings will be utilized on schedule 10 pipe.
- Plant welded thread-o-lets and groove-o-lets may be utilized.
- All fittings per NFPA#13.

### ALARMS

- Customer is responsible to disconnect and reconnect of the FACP.

## SimplexGrinnell Quotation

### HANGERS

- Standard finish hangers per NFPA #13.
- Seismic hangers have not been included.
- It is assumed that the structure is of adequate strength to hold the sprinkler piping filled with water.

### DRAWINGS

- No drawings have been included.

### PERMIT

The cost of the fire protection sprinkler permit has not been included as this job is being performed for the town and it is assumed a permit fee will not be assessed

### FREIGHT AND HAULING

- Deliver materials to the job site and do all local hauling and handling.
- Our material will be distributed to the areas being worked during normal working hours and days.

### ASBESTOS QUALIFICATION

- Should it be discovered that SimplexGrinnell LP's employees are being exposed to asbestos fibers in excess of limitations established by various governmental agencies, all additional costs necessary to properly protect these individuals shall be borne by the Buyer, and since the Buyer desires to have this work completed, said Buyer shall indemnify SimplexGrinnell LP against all claims, or suits brought by exposed individuals. It should be duly noted that any costs involved for "qualified laboratory testing" of any work area for asbestos exposure concentrations are not included in this SimplexGrinnell LP proposal price.
- Attached is the OSHA Awareness Information being requested.

### MATERIAL STORAGE

- Our material will be stored within the building in the areas where we will be working.

### TAX

- Tax has not been included.

### SPECIAL/CLARIFICATIONS

- Others to provide heat, lighting and electrical power, a trash dumpster, bathroom facilities as required.
- A laydown/cutting area within the building must be made available.
- Customer is responsible to disconnect and reconnect of the FACP
- Customer is to provide heat to the areas of the building that are subject to freezing and

## SimplexGrinnell Quotation

contain wet sprinkler piping.

### **WORK NOT INCLUDED**

- Painting, patching, protection of sprinklers for painting, cleaning of the exterior of pipe, fittings and hangers.
- Overtime labor.
- FACP disconnect/reconnect
- Re-pitching of remaining dry piping.
- Disposal of old material
- Underground piping, excavation, testing etc.
- Adequate water supply.
- Sprinklers located in the centerline of the tile.
- Adequate heat as required by NFPA for the protection of the fire protection sprinkler system.
- Panic alarm work

### ***RE: Request for Asbestos Information***

SimplexGrinnell currently is proposing the installation of fire protection sprinklers at the facility per our quotation. Should this building pre-date 1980 the following "Asbestos Awareness" information is being requested.

The OSHA Asbestos Standard 29CFR 1926.1101(k) contains the following:

#### **Duties of building and facility owners.**

Before work is begun, building and facility owners shall determine the presence, location, and quantity of asbestos containing material (ACM) and/or potentially asbestos containing material (PACM) at the work site.

Building and/or facility owners shall notify the following persons of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities. Notification either shall be in writing, or shall consist of a personal communication between the owner and the person to whom notification must be given or their authorized representatives:

1. Prospective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing such material;
2. On multi-employer work sites, all employers of employees who will be performing work within or adjacent to areas containing such materials;

We require this information in order to provide for the health and safety of SimplexGrinnell



Project: WOR Gardner Town Hall Dry Barr  
Customer Reference: WOR Gardner Town Hall Dry Barr  
SimplexGrinnell Reference: 168410731  
Date: 06/07/2016  
Page 4 of 7

## SimplexGrinnell Quotation

employees, maintain regulatory compliance, and to accurately bid this project.

Please forward to me, as soon as possible, all asbestos-related documentation including the results of all building asbestos identification surveys especially detailing the presence, location, quantity, and type of ACM or PACM in the area where our work will be conducted. This documentation must be signed by a licensed asbestos inspector, (or equivalent). In addition, please provide documentation relating to any asbestos abatement and air monitoring results pertaining to these areas. A licensed asbestos project monitor (or equivalent) must sign this documentation. We intend to forward the documentation you submit to us to our environmental consultants for their review. If these are ACM and/or PACM in the area we must be made aware of its presence or we must have certification signed by a representative of your company that such material is not present. Unless documentation is provided to the contrary, all PACM will be considered ACM and treated accordingly. The discovery of ACM on other projects has resulted in project delays and additional cost being incurred.

It is SimplexGrinnell's policy that our employees are not permitted to work in areas where there is: Airborne exposure to asbestos.

The potential to disturb asbestos that may be present but intact without precautions to assure that it are not disturbed.

SimplexGrinnell does not abate, remove, alter, repair, encapsulate or dispose of ACM or PACM. If asbestos identification surveys and/or abatement work is necessary before we start our work in your facility, we will cooperate with you on any related scheduling issues that may arise.

### TERMS AND CONDITIONS

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

**SALE AND INSTALLATION AGREEMENT**  
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arise.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



**SALE AND INSTALLATION AGREEMENT**  
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software, system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

(Rev. 10/08)

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**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

|                                                                                                                                                                                                                                                      |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Offered By:<br/>SimplexGrinnell LP License#:</p> <p>35 Progress Ave<br/>NASHUA, NH 03062-3301</p> <p>Telephone: (603) 886 1100 Fax: 603-386-6301</p> <p>Representative: <u>Jimmy Weaver</u></p> <p>Email: <u>JaWeaver@SimplexGrinnell.com</u></p> | <p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

AN ORDER APPROPRIATING A SUM OF MONEY FROM FREE CASH TO  
PUBLIC WORKS DEPARTMENT – ROAD RESURFACING

ORDERED:

That there be and is hereby appropriated the sum of Twenty-Three Thousand Dollars and No Cents (\$23,000.00) from Free Cash to Public Works – Road Resurfacing.

9657

# City of Gardner, *Executive Department*

Mark Hawke, Mayor

RECEIVED



2016 JUN 13 A 8:22

June 13, 2016

CITY CLERKS OFFICE  
GARDNER, MA

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Free Cash Appropriation to Road Resurfacing

Dear President Walsh and Councilors,

This will be the final expenditure from Free Cash and will supplement our road resurfacing account and allow us to perform additional paving this calendar year.

Respectfully,

Mark Hawke  
Mayor, City of Gardner

9658

AN ORDER APPROPRIATING FROM SOLID WASTE SURPLUS TO SOLID  
WASTE TRASH DISPOSAL.

ORDERED:

That there be and is hereby appropriated the sum of Six Thousand Dollars and No  
Cents (\$6,000.00) from Solid Waste Surplus to Solid Waste Trash Disposal.



# CITY OF GARDNER

OFFICE OF THE  
BOARD OF HEALTH ROOM 29, CITY HALL  
GARDNER, MASSACHUSETTS 01440  
(978) 630-4013  
FAX (978) 632-4682



RECEIVED

2016 JUN 13 A 8 22

CITY CLERKS OFFICE  
GARDNER, MA

**To:** The Honorable Mark P. Hawke, Mayor City of Gardner  
**From:** Jennifer A. Susen-Roy, B.A.  
**Date:** 5/25/2016  
**Re:** Placement on the Council Agenda

Please place on the agenda of the next Finance Committee meeting a request for an appropriation from the Solid Waste Enterprise Account available funds surplus for Trash Disposal and Recycling Processing. The Trash Disposal Account (#65430-52361) is the account that we use to pay for disposal of trash collected curbside and at the landfill drop-off. The original appropriation was funded for FY 2016 at \$390,000. The anticipated amount needed is \$6,000 for a total adjusted appropriation of \$396,000.

Part of the reason that this request is needed is due to the cost of the brush cutting at the transfer station this year as well as the high recycling costs. Recycling costs is beyond our control, and involves international recycling markets and the commodities market. Both of these fluctuate the price of recycling which means that we need to adjust during these periods of fluctuation. Thus, at this juncture we find ourselves in need of an appropriation.

Thank you for your time and attention in this matter.

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the various departments, Salary and Labor budgets, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TEN MILLION, FOUR HUNDRED FORTY-ONE THOUSAND, FOUR HUNDRED FORTY-ONE DOLLARS (\$10,441,441.00)

9659

City of Gardner, Executive Department



Mark Hawke, Mayor

2016 JUN 13 A 9: 28

CITY CLERKS OFFICE  
GARDNER, MA

June 13, 2016

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Salary & Labor Budget Order

Dear President Walsh and Councilors,

My budget submission was based upon the salary schedule that I submitted to the City Council. In order to accommodate the change the City Council made to the salary schedule for the City Clerk's position I ask for unanimous consent for Leave to Withdraw Council Item #9641 - An Order to Raise and Appropriate \$10,137,391.00 for the Various Departments for the Salary & Labor Budgets for Fiscal Year 2017.

In its place, I ask the City Council to accept the attached Order to Raise and Appropriate \$10,141,441.00 for the Various Departments for the Salary & Labor Budgets for Fiscal Year 2017.

This change will result in Line 129, City Clerk, Dept Head Salary & Wages to increase by \$1,050 to a total of \$75,106. The necessary funds will come from increasing the anticipated New Growth revenue figure.

Respectfully,

Mark Hawke  
Mayor, City of Gardner

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE SCHOOL DEPARTMENT BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the School Department according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-TWO MILLION, ONE HUNDRED TWELVE THOUSAND, NINE HUNDRED FIFTY-TWO DOLLARS (\$22,112,952.00)

9660

# City of Gardner, *Executive Department*



Mark Hawke, Mayor

RECEIVED

2016 JUN 13 A 9:28

CITY CLERKS OFFICE  
GARDNER, MA

June 13, 2016

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01410

RE: School Department Budget Order

Dear President Walsh and Councilors,

While presenting the budget to you on June 6, 2016, I made a special point to note that we have the opportunity to fund our schools significantly over mandated Net School Spending. This should be a proud moment for all of us, however, it is just that, a moment.

Even given the possibility of increased funding from the City, the School Department has still had to reduce staff. One of the staff that is going to be reduced is the school's Latin teacher. I, as well as the School Committee members and Superintendent have heard from a plethora of students and parents regarding this position.

We have re-doubled our efforts in order to ensure that some of our best students are not punished due to budget cuts. In doing so, the Superintendent has been able to secure 43.75% of the necessary funding required to sustain this position. By increasing our anticipated New Growth revenue figure, the City has the opportunity to assist in maintaining the position.

Therefore, I ask for unanimous consent for Leave to Withdraw Council Item # 9643 - An Order to Raise and Appropriate \$22,067,952.00.

In its place, I ask the City Council to accept the attached Order to Raise and Appropriate \$22,112,952.00. The additional \$45,000 will allow us to maintain this position.

This change will result in Line 1038, School Spending Over NSS to increase by \$45,000 to a total of \$354,645.

Respectfully,

Mark Hawke  
Mayor, City of Gardner

9661

AN ORDER APPROPRIATING FROM SEWER SURPLUS TO SEWER DESIGN OF THE DEWATERING.

ORDERED:

That there be and is hereby appropriated the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) from Sewer Surplus to Sewer Design of the Dewatering.

9661

# CITY OF GARDNER

## Department of Public Works

RECEIVED

2016 JUN -7 P  
CITY CLERKS  
GARDNER.



Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries

Dane E. Arnold, Director  
416 West Broadway  
Gardner, MA 01440-2687  
Telephone (978) 632-7661  
Fax (978) 630-4029  
darnold@gardner-ma.gov

Mayor Mark P. Hawke  
City Hall  
95 Pleasant Street  
Gardner, MA 01440

RE: Wastewater Treatment Facility  
Dewatering Design

June 3, 2016

Dear Mayor Hawke:

I am requesting **\$15,000** from available **Sewer Surplus** for the **Design of the Dewatering** process at the Wastewater Treatment Facility (WWTF). The Design will be for Centrifuge units to be installed in place of the existing Belt Filter Presses at the WWTF.

The actual design cost is \$403,100, but the City Auditor and I determined there were 2 capital projects that have been on the books and completed for many years. These projects were Parkers Pond Sewer and Snake Pond Well exploration and have been completed prior to me even working for the City. This money was transferred into the Dewatering Design Line Item to reduce the impact to the Sewer Enterprise Fund.

As stated in my previous letter, moving forward with the design of the Centrifuge is the City's commitment to expand the Sludge Landfill. As you are aware, no money orders can be approved after July 1<sup>st</sup> until the Enterprise Funds are approved by the State. This can take until January in some cases. If the Council determines they need more time to evaluate the expansion, can I recommend approving the \$15,000 for the design prior to the end of this Fiscal Year. I will hold off on finalizing the contract with Wright Pierce until the Council decides on their approach to the City's Sludge Disposal.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Dane E. Arnold, Director  
Department of Public Works

PC: Public Service Committee  
John Richard, City Auditor  
Robert Hankinson, City Engineer

9661

# CITY OF GARDNER

## Department of Public Works

RECEIVED

2016 JUN -7 P 12:41

CITY CLERKS OFFICE  
GARDNER, MA



Highway  
Water  
Sewer  
Forestry  
Parks/Playgrounds  
Cemeteries

Dane E. Arnold, Director  
416 West Broadway  
Gardner, MA 01440-2687  
Telephone (978) 632-7661  
Fax (978) 630-4029  
darnold@gardner-ma.gov

Mayor and City Council  
City Hall  
95 Pleasant Street  
Gardner, MA 01440

RE: Dewatering and Sludge Landfill

June 1, 2016

Dear Mayor and City Council:

I am writing you in regards to the on-going upgrade at the Wastewater Treatment Facility (WWTF). The upgrade not only includes improving the technology, replacing pumps, and repairing the 30 year old facility, but also includes determining the most cost effective method to dispose of our sludge for the next 25-30 years.

Over the past year we have completed a comprehensive study and looked into several alternatives for the disposal of the City's sludge. This evaluation was very in-depth and took into consideration future costs, fuel prices, electrical costs, trucking costs, odors, design costs, construction costs, and even contract negotiations with disposal sites, other municipalities, and trucking companies.

Options we considered for disposing of the City's Sludge:

1. Continue to dewater sludge at plant and haul to City Owned Sludge Landfill.
2. Composting Sludge at our Sludge Landfill
3. Anaerobic Digestion
  - a. Another Municipality
  - b. At our WWTF
4. Offsite Disposal by a Private Hauler
  - a. Haul liquid sludge to off-site Landfill
  - b. Haul sludge cake to off-site Landfill
  - c. Haul liquid sludge to an off-site Incinerator

Attached are detailed descriptions and cost analysis of each method.

### DEWATERING

This study also included looking at many technologies to reduce the amount of moisture contained in the sludge. Again, many items were evaluated, such as design costs, construction costs, electrical costs, repair and replacement costs, and ease of operation.

After evaluating different technologies and visiting other facilities, it was determined that a centrifuge would be the best alternative for the dewatering the City's wastewater sludge. A pilot test of a centrifuge was conducted in August of 2015; which is basically a large cylinder that spins and uses centripetal force to dry the sludge and great results were achieved.

The importance for the correct dewatering technology is very important for several reasons. The dryer the sludge that can be achieved, the less amendment (sand) has to be added to aid in "working" the material at the landfill. Also, the dryer the sludge, the less odors are generated during the hauling and covering process at the landfill. For every cubic yard of sand we save, its money not spent. Over 25 years, this could add up to be millions of dollars. Also, for every cubic yard of amendment we don't use, is a cubic yard we can extend the capacity of the sludge landfill in the future. In other words if we can generate a sludge that uses 30% less additive, we will extend the life of our landfill by 30%.

We have determined that replacing the old Belt Filter Presses that exist at the WWTF with Centrifuges for the dewatering process and hauling the dewatered sludge cake to the City's Sludge Landfill is the most cost effective and best alternative for the disposal of the City's sludge.

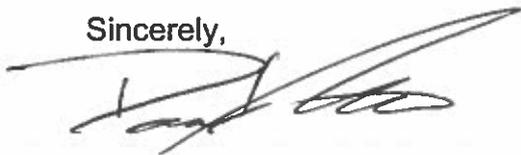
#### LANDFILL

**The decision to move forward with the design and construction of Centrifuges would ultimately mean the expansion of the Sludge Landfill located off West Street.** The cost of expanding the Sludge Landfill was factored into the cost analysis of our recommended alternative. Even with the nearly million dollar construction costs of the sludge landfill factored into the annual costs, we still found it almost half the cost compared to hauling the sludge out of town. Supporting documentation is enclosed.

Currently the Sludge Landfill has capacity and Suez (formally Earth Tech) is on the hook for sludge disposal until 2018 when their contract expires. The City needs to prepare and submit design plans for a Horizontal Expansion (outward). It is very important to note that DEP has acknowledged the site is already permitted for such expansion. Once we have all design documents approved by DEP, we would be looking to have the expansion of the Landfill completed when Suez's contract expires in 2018.

If you have any questions or would like to discuss this matter as a whole, I would be glad to have a meeting.

Sincerely,



Dane E. Arnold, Director  
Department of Public Works

PC: Bob Hankinson, City Engineering Department  
Matt LaPointe, Suez  
Jen Susan-Roy, Board of Health  
Rob Sims, Maguire  
Kevin Olsen, Wright Pierce



**CDR** | MAGUIRE

February 2, 2016

Mr. Dane E. Arnold  
Director  
Gardner DPW  
416 West Broadway  
Gardner, MA 01440

**Re: Gardner Wastewater Treatment Plant Upgrades  
Sludge Disposal Evaluation**

Dear Dane:

This letter provides a brief overview and summary of recent studies and evaluations that have been conducted to assess long term methods for disposing of the sludge from the City's Wastewater Treatment Plant (WWTP) on Plant Road in Templeton.

#### **EVALUATION BACKGROUND**

The City has conducted a Wastewater Facility Plan for upgrades to the WWTP. One facet of the facility plan evaluations was an assessment of the sludge processing and disposal alternatives for the WWTP.

The Facility Plan evaluated several technologies for dewatering sludge including Inclined Screw Press, Horizontal Screw Press, Rotary Press, Centrifuge and the current technology Belt Filter Press. Major factors considered in the alternative evaluation included capital cost, energy consumption, disposal costs, transportation, additives (sand), sampling and general operation and maintenance.

**Dewater and City Owned Landfill** – This alternative included upgrades to the dewatering process at the WWTP and disposal at the City owned landfill on West Street. Capital costs including dewatering equipment upgrades and expansion costs for the landfill are included.

**Dewater and Haul** – This alternative included modifications to the dewatering methods at the WWTP with private hauling of dewatered sludge for disposal. Although the use of the landfill is eliminated there are increased transportation and volatile disposal costs. Unknown variables exist for the alternative as the private hauler with likely have contract provisions for changes in regulations, fuel costs and the availability of their disposal site.

**Haul Liquid** – This alternative involved no modifications at the WWTP, but did include disposal costs. This alternative is the most volatile due to unknown contractual impacts for changes in regulation, fuel and available space at private disposal locations. Although not a responsibility of the City, because the volume of the sludge has not been reduced through dewatering, there will be an increase in truck traffic at the WWTP.

Mr. Dane Arnold  
February 2, 2016  
Page 2 of 2

Based on the information gathered, the present worth cost for the 20-year planning period of the three alternatives is presented in the following table. To obtain the present worth value the annual operating & maintenance costs are amortized and added to the capital costs. For this evaluation we used a 20-year term and the City's current borrowing rate of 3.75%.

| Alternative                             | Dewater & City Owned<br>Landfill Disposal | Dewater & Private<br>Hauler | Haul Liquid              |
|-----------------------------------------|-------------------------------------------|-----------------------------|--------------------------|
| Capital Costs                           | \$4,183,200 <sup>(1)</sup>                | \$3,416,500 <sup>(2)</sup>  | \$0 <sup>(3)</sup>       |
| Annual Operation &<br>Maintenance Costs | \$221,200                                 | \$536,550 <sup>(4)</sup>    | \$897,300 <sup>(4)</sup> |
| Present Worth                           | \$7,435,000                               | \$12,789,000                | \$12,470,000             |

- (1) Includes \$3.4 million for dewatering upgrades and \$0.77 million for expansion costs at the current sludge landfill.
- (2) Includes \$3.4 million for dewatering upgrades
- (3) Does not include an amount for new sludge pumping equipment
- (4) Includes costs for additional sludge sampling

Based on the evaluations, it was determined that the most cost-effective long-term solution for the City's wastewater sludge processing is to upgrade the present dewatering equipment and continue to dispose of dewatered sludge at the City's sludge landfill by expanding the capacity of the landfill.

We are prepared to meet with you to discuss our recommendation. We look forward to continuing the progress on the upgrades.

Very truly yours,

CDR MAGUIRE INC.



Robert P. Sims, PE  
Project Manager

cc: Steve Landry (CDR Maguire)  
Bob Hankinson (Gardner)  
Matt LaPointe (United Water)  
Kevin Olson (Wright-Pierce)

References:

1. Wastewater Treatment Facility Plan for the City of Gardner by Wright-Pierce, November 2015
2. CDR Maguire Landfill Expansion Capacity memorandum, February 2016



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## Memorandum

**Date:** May 20, 2015  
**To:** Dane Arnold  
**From:** Robert Sims  
**Subject:** Gardner Sludge Disposal - Alternatives Analysis

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### BACKGROUND

The City of Gardner currently treats wastewater at a treatment facility located off of Parker Street in the Town of Templeton. The facility discharges into the Otter River. The facility is governed by the USEPA through a NPDES permit (Permit # MA0100994). This permit allows for a design flow of 5.0 million gallons per day of treated effluent to enter the Otter River. The discharge must meet limits of concentration and total loading mandated in the Permit.

As part of this process, sludge is removed during the primary and secondary phases of the treatment process. Once the sludge is removed it is stored in tanks and thickened by gravity. The thickened sludge (approximately 3% solids) is mixed with a polymer which hastens the removal of additional water and the mixture passes through a pair of belt filter presses. This process squeezes the water between two parallel permeable sheets and water is extruded. The extruded water is drained off and returned to the headwater of the plant. The solids content of the sludge is increased to about 22% and it is now referred to as sludge cake.

The cake falls off of the press and is deposited into a dump truck and hauled to the sludge landfill where it is mixed with approximately 3:1 ratio of amendment (sand, dirt and gravel) to further increase the solids content and make the material workable for spreading at the landfill. Once spread, it is covered with a daily cover to reduce odors.

The pressing and hauling currently occurs 4 days a week and 8 trucks of sludge are deposited and worked at the landfill. The average monthly total (as reported in annual reports) is approximately 400 cubic yards per month.

This evaluation is to perform a comparison of three additional alternatives for processing of the sludge. The driving factor in the analysis will be cost, but other factors such as land use and needed infrastructure improvements will be part of the discussion. Although much harder to define, but equally important are the impact of environmental changes and reliance on stable and predictable costs from private waste haulers.

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## ALTERNATIVES

As part of the alternatives analysis we investigated the cost and non-cost impacts for utilizing each alternative. The costs included the cost of land, infrastructure improvements, equipment purchase and operation and maintenance. The non-cost impacts included traffic and odors.

- Continue dewatering and landfilling
- Composting
- Anaerobic Digestion
- Offsite disposal

For the new options we considered the pros and cons of performing the activity at the treatment plant and at the landfill site.

## OPTIONS

Option 1 - Continue dewatering and landfilling. This option is a continuation of the current method of sludge disposal and would require little change. Sludge is thickened and dewatered at the plant and transported to the sludge landfill. Due to size restraints of the existing landfill, the current landfill would have to be expanded. The City currently owns the property for the expansion. In addition, the site has been assessed and approved by the regulatory agencies. This was completed prior to the original construction in the late 1980's.

The costs for this option will include development of the plans for the expansion, replacement of the existing dewatering equipment, site work, installation of a liner, an extension of the existing leachate collection system and mixing material. It is anticipated that a portion (if not all) of the in-situ material can be used for daily cover and final cover material for the closing of the existing landfill.

As stated above, the land has already been set aside for development as a sludge landfill. This was completed as part of the original approval.

Option 2 – Composting. This option would involve gravity thickening and dewatering of the sludge prior to conversion to compost. To convert to compost, the dewatered sludge will be mixed with an amendment (typically wood chips) and stored for decomposition. To facilitate a consistent process and finished product, the mixed piles of sludge and amendment are placed over a pumped air distribution system. The mixture can also be simply turned with mechanical equipment, but utilizing the supplemental air controls the process and ensures complete conversion of the material.

For composting it is best to have the process be performed under cover. This does not have to be an enclosed setting, but protection from rain is key. Simple structures are available to perform this process, but the process needs a place for construction. Besides needing space for the cover, air blowers, piping and wood chips would have to be purchased and stored. It's anticipated that approximately 3 acres of space would be needed for this process. It's expected that this would either occur at the existing treatment plant or at the sludge landfill.

---

Each site has its limitation and would require some site work. The existing sand filter beds at the treatment plant were constructed to allow treated water to soak into the ground. This condition is not preferred for composting and would have to be modified with some sort of impenetrable covering, most likely concrete. The landfill site is suitable yet is currently wooded. Some clearing and site development would have to occur. Each option would require that a site specific design be performed.

A key component of the composting option is being able to dispose of the finished product. Testing of the sludge is being performed to determine the quality. Massachusetts environmental regulations (310 CMR 32.00) dictate the limits of the end use of compost based on the concentration of certain components of the sludge.

1. Type I Sludge – Distributed without further DEP approval
2. Type II Sludge – Distributed only with prior DEP approval
3. Type III Sludge – Not for food chain crops and applications are recorded for the property at the Registry of Deeds

The Type of material created greatly dictates the ability to dispose of the finished product. Whereas a Type I sludge can be sold or given to homeowners for lawn and garden supplement without any further input from the regulatory agencies, a Type III compost would have a very limited distribution and it is feasible that a cost would be incurred for final disposal. The Town of Pepperell has a small composting facility that has is a Type I product and the Town is able to dispose of their product through uses by the DPW, homeowners and landscapers. Their sludge meets the DEP requirements.

Additionally, since composting occurs in an open air environment, the generation of odors and other vectors (birds and rats) are a distinct possibility.

Option 3 – Anaerobic Digestion. This process involves utilizing the gravity thickened (but not dewatered) sludge and introducing it into an anaerobic (no oxygen) environment that allows certain bacteria to grow that destroy the pathogens in the sludge. Food waste can also be added to enhance the process. Changes in food waste disposal regulations support the development of these kinds of operations. Depending on the characteristics of the sludge certain amounts of methane are produced that can be used for energy production (and cost recovery). One of the inherent downsides to this operation is that sludge is still produced requiring disposal. Disposal through the open market is possible, but quality limitations determine the approved end use.

The City of Fitchburg has recently begun an investigation to create an energy generation project by utilizing sludge from their in-City treatment plant, in-City paper mill waste, in-City food waste and wastewater sludge from surrounding communities. At a public hearing on March 31, 2015, the consulting engineer for the City held a public forum to present the idea and facilitate a discussion.

The Proposed Fitchburg proposal would generate 1.5 mega-watts of energy and require in addition to the six in-City truckloads of material, the delivery of 24 40-cubic yard dump trucks of wastewater sludge from surrounding communities. When asked why the proposal was for such a large complex and included the necessity for material from outside the community, the engineer stated that it needed to be that big to make the project viable by achieving the appropriate economy of scale. That being, that a smaller project would not be cost effective.

---

Fitchburg is in a unique situation because many of the facilities necessary for the process are already built. Their West Treatment plant was recently decommissioned yet some of the existing structures could house some of the needed equipment. This significantly reduces the capital costs. The intent of the Fitchburg facility is to fund the construction and operation through tipping fees and energy credits. If Gardner was to proceed with participating in the Fitchburg process, the existing process of dewatering the thickened sludge could be discontinued. However, a new tanker vehicle would be needed to transport the liquid sludge to Fitchburg. Additional capital would be required for new vehicle and new personnel expenses would be encumbered for the transportation to Fitchburg. Based on current sludge production, it is anticipated that approximately 10 tanker trucks a week would be delivered to Fitchburg.

For new anaerobic digestion facilities in Gardner, new structures would be required including tanks for processing, mixing and storage. Siting the anaerobic digestion process is complicated. It would be most cost-effective to locate it at the treatment plant to reduce the hauling of the liquid to an off-site location (most likely the sludge landfill).

The anticipated mixing ratio of food waste to sludge is estimated to be 1:5. That is you need 1/5 of the amount of food waste for the process. The exact ratio would need to be verified before a detailed analysis could be completed. Based on a study by the Commonwealth, the City of Gardner has 17 viable sources of food waste. These are shown in Table X. As seen in Table X, the 17 establishments in the City generate an estimate 3.31 tons of food waste per day. Based on the estimated ratio and the average production of 13.3 tons per day of sludge, the new anaerobic digestion facility would require 2.9 tons of food waste per day. That amounts to 88% of the food waste generated in the City. This data was taken from the Massachusetts Department of Environmental Protection Website – Food Waste Generation.

Because of the multiple sources of food waste, the collection by the City will require additional staff. Another option is to require the delivery of the food waste. Either way, the City will need a person to either collect the material or oversee the disposal by the generator.

---

TABLE 1  
SUMMARY OF FOOD WASTE GENERATORS IN GARDNER

| Source                          | Location        | Amount (Tons/year)      |
|---------------------------------|-----------------|-------------------------|
| Burger King                     | Crawford Street | 39.0                    |
| Legend Rehabilitation           | Eastwood        | 39.4                    |
| Dunkin Donuts                   | Main Street     | 30.0                    |
| D'Angelo's                      | Union Square    | 24.0                    |
| Friendly's                      | Pearson Blvd    | 90.0                    |
| Heywood Hospital                | Green Street    | 83.6                    |
| Heywood Transitional Care       | Green Street    | 6.2                     |
| McDonald's                      | Timpany Blvd    | 45.0                    |
| Mt. Wachusett Community College | Green Street    | 92.5                    |
| Papa Gino's                     | Timpany Blvd    | 21.0                    |
| Peter Ray's Pan                 | Ross Road       | 105.0                   |
| Stop-n-Shop                     | Timpany Blvd    | 165.0                   |
| Stop-n-Shop                     | Timpany Blvd    | 300.0                   |
| Taco Bell                       | Pearson Blvd    | 27.0                    |
| Wachusett Manor                 | Hospital Hill   | 31.5                    |
| Wendy's                         | Pearson Blvd    | 40.5                    |
| Williams Restaurant             | Pearson Blvd    | 67.5                    |
|                                 | TOTAL           | 1207.2 or 3.31 tons/day |

There appears to be available space at the treatment plant for construction. The downside is that the plant is located in the Town of Templeton and the power grid is owned and operated by the Templeton Power Utility that does not have incentive programs for these kinds of arrangements. Not receiving an incentive would reduce the viability of this option.

Siting the anaerobic digestion at the landfill site is possible but would involve developing a portion of the available space, the construction of the infrastructure, and hauling of the liquid to the site. It would however allow for the return of the investment in energy recovery. It's expected that the anaerobic digestion process would return power to the grid as the sanitary landfill currently does.

A major impact to the anaerobic digestion process is the ability to receive consistent quality of material (food waste and sludge). A consistent material will assist in generating a consistent product (energy and waste sludge). To allow for the delivery of consistent amounts of material, it is anticipated that storage facilities will be required for both sludge and food waste.

As with the production of compost, the quality of the sludge will affect the ability to dispose of the treated sludge from the anaerobic digestion process. Testing of the sludge is being performed to determine the quality. Massachusetts environmental regulations (310 CMR 32.00) dictate the limits of the end use of compost based on the concentration of certain components of the sludge.

1. Type I Sludge – Distributed without further DEP approval
2. Type II Sludge – Distributed only with prior DEP approval

### 3. Type III Sludge – Not for food chain crops and applications are recorded for the property at the Registry of Deeds

The Type of material created greatly dictates the ability to dispose of the finished product. Whereas a Type I sludge can be sold or given to homeowners for lawn and garden supplement, a Type III compost would have a very limited distribution and it's feasible that a cost would be incurred for final disposal.

To date the sludge generated in Gardner has not been sufficiently tested and an expectation of the quality of the end product of the anaerobic digestion process is uncertain.

At this time, based on the contributing issues in Gardner and the downsides from the presentation by Fitchburg, we would not recommend the creation of an anaerobic digestion facility for sludge disposal. However, in light of the recommendation, we have included a cost estimate for this option.

In addition to our evaluation of anaerobic digestion, we have had conversation with solid waste regulator's at the MADEP in Worcester and their opinion is that the logistic of a consistent product, food waste and byproduct render, this not a viable option.

Option 4 – Offsite Disposal. This option involves no action by the City other than contracting with a sludge hauler. There are subcategories for this type of disposal including:

- Hauling of liquid sludge by a hauler to a offsite landfill
- Hauling of sludge cake by a hauler to offsite landfill
- Hauling and incineration of liquid sludge to an offsite incinerator

Each subcategory has inherent costs. Aside from the cost of hauling and disposal, the sludge cake option would require the replacement of the belt filter press while the hauling of liquid sludge would require a retrofit at the treatment plant to accommodate the disposal of liquid sludge which is not currently an option.

These options are all viable, and in some cases moderately cost competitive, there is the unknown impact of changes regulatory environment and unknown contract language impacts from a private hauler. Specific modifications to the planned cost are very difficult to include in the analysis, but pose a significant risk.

### COST

For the cost evaluation we converted the capital and operating costs to an annualized cost. The City of Gardner Sludge Alternative Cost Summary is included at the end of this memorandum as well as a simplified summary for each option. For this evaluation we made the assumptions listed below.

- The term of the borrowing for the evaluation would be 20 years.
  - The interest rate would be 4% (based on current borrowing).
  - We assumed that the plant will not expand and will produce sludge at a consistent rate for the life of the term.
  - We assumed that the gravity thickener produces sludge at a consistency of 3% solids.
  - The belt filter press generates sludge at a rate of 22% solids.
-

- The current landfill accepts approximately 400 cubic yards of material every month (@22% solids). This calculates to approximately 1,500 dry tons per year.
- We assumed that the engineering, permitting and construction oversight for each alternative is 25%.
- To be slightly conservative in our approach and to allow for certain variability, we have also included a 25% contingency.
- For an option involving sludge cake, we assumed that the belt filter press would be replaced
- Operation & Maintenance of equipment is equal to 4% of the capital cost.
- Costs for Hauling liquid sludge, sludge cake and incineration were prorated to increase over the term of the evaluation at 4%.
- Power from anaerobic digestion valued at \$0.15 per Kilo-watt

### TRAFFIC

Another intangible that was not included as part of the cost evaluation is traffic. Currently the landfill option generates about 8 trips per week.

Composting would also include 8 trips per week of sludge cake to the landfill. The increase in traffic for hauling amendment would offset the hauling of amendment for the landfill option. Composting will not increase traffic.

The anaerobic digestion process involves the hauling of a liquid sludge. Since the dewatering reduces the overall volume, the number of truck trip would increase to approximately 10 trips per week of a 9,000 gallon truck.

A private hauler of sludge cake would likely reduce traffic as they would likely use a larger truck to maintain efficiency. A truck twice the size of the one currently used by the city would reduce the truck trips by 50% to approximately 4 a week. However, for hauling liquid sludge (disposal or incineration) would result is the same increase as hauling liquid to Fitchburg (8 to 10).

### ODORS

Odors are a part of sludge handling. Of the options investigated, the landfilling and compost have the highest incident of odor complaints. For anaerobic digestion and private hauling, it is expected that the odors would be limited to the treatment plant. Anaerobic digestion at the landfill site might have some odors, but they would be expected to be less that landfilling or composting.

As part of the vertical expansion of the existing landfill, the operator (United Water) is investigating the odors and is developing a plan for reducing the odors associated with the landfill operations.

### OTHER COSTS

A private hauler will also require that the material meet certain contaminant levels and require additional testing. From our discussion with a private waste hauler, some parameters are annually and

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some are quarterly. The hauler's estimate of additional sampling would be an annual amount of \$15,000 to \$20,000.

#### **SUMMARY**

Given the cost comparison and the intrinsic risk of utilizing a private waste hauler, we recommend continuing with the process of dewatering and landfilling of the current sludge generated at the wastewater plant. Given the reasonably close cost analysis it may be beneficial to consider the hauling of sludge cake as a backup alternative.

Both options do require the replacement of the sludge dewatering equipment at the treatment plant and we feel confident that the City can continue with those plans.

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**CITY OF GARDNER  
SLUDGE DISPOSAL ANALYSIS  
COSTING OF ALTERNATIVES**

| OPTION | DESCRIPTION                     | ANNUAL<br>COST | Delta      | % inc. | VOLUME<br>(dt/yr) | COST<br>(\$/dt) |
|--------|---------------------------------|----------------|------------|--------|-------------------|-----------------|
| 1      | Landfill                        | \$ 360,960     | \$ -       | 0%     | 1,500             | \$ 240.64       |
| 2      | Compost                         | \$ 626,400     | \$ 265,440 | 74%    | 1,500             | \$ 417.60       |
| 3A     | Anaerobic Digestion - Fitchburg | \$ 623,780     | \$ 262,820 | 73%    | 1,500             | \$ 415.85       |
| 3B     | Anaerobic Digestion - Gardner   | \$ 676,160     | \$ 315,200 | 50%    | 1,500             | \$ 450.77       |
| 4A     | Haul Liquid                     | \$ 937,700     | \$ 576,740 | 160%   | 1,500             | \$ 625.13       |
| 4B     | Haul Sludge                     | \$ 435,600     | \$ 74,640  | 21%    | 1,500             | \$ 290.40       |
| 5      | Haul & Burn                     | \$ 1,237,700   | \$ 876,740 | 243%   | 1,500             | \$ 825.13       |

CITY OF GARDNER SLUDGE ALTERNATIVES

| OPTION 1 - LANDFILL |                     | A/P, 20,4%   |      |          |             |                            |
|---------------------|---------------------|--------------|------|----------|-------------|----------------------------|
|                     |                     | Item         | term | interest | Cost Factor | Annual Cost                |
| Capital             | BFP                 | \$ 1,500,000 | 20   | 0.04     | 0.0736      | \$ 110,400                 |
|                     | Land @ 150k/acre    | \$ 900,000   | 20   | 0.04     | 0.0736      | \$ 66,240                  |
|                     | Subtotal            | \$ 2,400,000 | 20   | 0.04     | 0.0736      | \$ 176,640                 |
|                     | Engineering (25%)   | \$ 600,000   | 20   | 0.04     | 0.0736      | \$ 44,160                  |
|                     | Contingency (25%)   | \$ 600,000   | 20   | 0.04     | 0.0736      | \$ 44,160                  |
|                     |                     | \$ 3,600,000 | 20   | 0.04     | 0.0736      | \$ 264,960                 |
| O&M                 | O&M (4% of capital) | \$ 96,000    |      |          |             | \$ 96,000                  |
|                     |                     |              |      |          |             | Annualized cost \$ 360,960 |

| OPTION 2-COMPOST |                     | A/P, 20,4%   |      |          |             |                            |
|------------------|---------------------|--------------|------|----------|-------------|----------------------------|
|                  |                     | Item         | term | interest | Cost Factor | Annual Cost                |
| Capital          | BFP                 | \$ 1,500,000 | 20   | 0.04     | 0.0736      | \$ 110,400                 |
|                  | Composting Equip    | \$ 500,000   | 20   | 0.04     | 0.0736      | \$ 36,800                  |
|                  | Land Development    | \$ 1,500,000 | 20   | 0.04     | 0.0736      | \$ 110,400                 |
|                  | Subtotal            | \$ 3,500,000 | 20   | 0.04     | 0.0736      | \$ 257,600                 |
|                  | Engineering (25%)   | \$ 875,000   | 20   | 0.04     | 0.0736      | \$ 64,400                  |
|                  | Contingency (25%)   | \$ 875,000   | 20   | 0.04     | 0.0736      | \$ 64,400                  |
|                  |                     | \$ 5,250,000 | 20   | 0.04     | 0.0736      | \$ 386,400                 |
| O&M              | O&M (4% of capital) | \$ 140,000   |      |          |             | \$ 140,000                 |
|                  | Manpower            | \$ 100,000   |      |          |             | \$ 100,000                 |
|                  |                     |              |      |          |             | Annualized cost \$ 626,400 |

| OPTION 3A ANAEROBIC DIGESTION - FITCHBURG |                     | A/P, 20,4%   |      |          |             |                            |
|-------------------------------------------|---------------------|--------------|------|----------|-------------|----------------------------|
|                                           |                     | Item         | term | interest | Cost Factor | Annual Cost                |
| Capital                                   | Tanker              | \$ 200,000   | 20   | 0.04     | 0.0736      | \$ 14,720                  |
|                                           | Minor Improvements  | \$ 500,000   | 20   | 0.04     | 0.0736      | \$ 36,800                  |
|                                           | Subtotal            | \$ 700,000   | 20   | 0.04     | 0.0736      | \$ 51,520                  |
|                                           | Engineering (25%)   | \$ 175,000   | 20   | 0.04     | 0.0736      | \$ 12,880                  |
|                                           | Contingency (25%)   | \$ 175,000   | 20   | 0.04     | 0.0736      | \$ 12,880                  |
|                                           |                     | \$ 1,050,000 | 20   | 0.04     | 0.0736      | \$ 77,280                  |
| O&M                                       | O&M (4% of capital) | \$ 28,000    |      |          |             | \$ 28,000                  |
|                                           | Personnel           | \$ 100,000   |      |          |             | \$ 100,000                 |
|                                           | Tipping Fee         | \$ 279       | 1500 |          |             | \$ 418,500                 |
|                                           |                     |              |      |          |             | Annualized cost \$ 623,780 |

CITY OF GARDNER SLUDGE ALTERNATIVES

| OPTION 3B ANAEROBIC DIGESTION - GARDNER |                                |              |      |          | A/P, 20,4%  |             |
|-----------------------------------------|--------------------------------|--------------|------|----------|-------------|-------------|
|                                         |                                | Item         | term | interest | Cost Factor | Annual Cost |
| Capital                                 | Tanker                         | \$ 200,000   | 20   | 0.04     | 0.0736      | \$ 14,720   |
|                                         | Site Improvement               | \$ 1,875,000 | 20   | 0.04     | 0.0736      | \$ 138,000  |
|                                         | Land Development               | \$ 450,000   | 20   | 0.04     | 0.0736      | \$ 33,120   |
|                                         | Subtotal                       | \$ 2,525,000 | 20   | 0.04     | 0.0736      | \$ 185,840  |
|                                         | Engineering (25%)              | \$ 631,250   | 20   | 0.04     | 0.0736      | \$ 46,460   |
|                                         | Contingency (25%)              | \$ 631,250   | 20   | 0.04     | 0.0736      | \$ 46,460   |
|                                         |                                | \$ 3,787,500 | 20   | 0.04     | 0.0736      | \$ 278,760  |
| O&M                                     | O&M (4% of capital)            | \$ 101,000   |      |          |             | \$ 101,000  |
|                                         | Personnel                      | \$ 100,000   | 3    |          |             | \$ 300,000  |
|                                         | Annual Energy Return (23.5 MW) | \$ (3,600)   |      |          |             | \$ (3,600)  |
| Annualized cost                         |                                |              |      |          |             | \$ 676,160  |

| OPTION 4A-HAUL LIQUID |                     |            |      |          | A/P, 20,4%  |             |
|-----------------------|---------------------|------------|------|----------|-------------|-------------|
|                       |                     | Item       | term | interest | Cost Factor | Annual Cost |
| Capital               | Retrofit at Plant   | \$ 500,000 | 20   | 0.04     | 0.0736      | \$ 36,800   |
|                       | Subtotal            | \$ 500,000 | 20   | 0.04     | 0.0736      | \$ 36,800   |
|                       | Engineering (25%)   | \$ 125,000 | 20   | 0.04     | 0.0736      | \$ 9,200    |
|                       | Contingency (25%)   | \$ 125,000 | 20   | 0.04     | 0.0736      | \$ 9,200    |
|                       |                     | \$ 750,000 | 20   | 0.04     | 0.0736      | \$ 55,200   |
| O&M                   | Hauling             | \$ 575     | 1500 |          |             | \$ 862,500  |
|                       | O&M (4% of capital) | \$ 20,000  |      |          |             | \$ 20,000   |
| Annualized cost       |                     |            |      |          |             | \$ 937,700  |

| OPTION 4B-HAUL CAKE |                     |              |      |          | A/P, 20,4%  |             |
|---------------------|---------------------|--------------|------|----------|-------------|-------------|
|                     |                     | Item         | term | interest | Cost Factor | Annual Cost |
| Capital             | BFP                 | \$ 1,500,000 | 20   | 0.04     | 0.0736      | \$ 110,400  |
|                     | Subtotal            | \$ 1,500,000 | 20   | 0.04     | 0.0736      | \$ 110,400  |
|                     | Engineering (25%)   | \$ 375,000   | 20   | 0.04     | 0.0736      | \$ 27,600   |
|                     | Contingency (25%)   | \$ 375,000   | 20   | 0.04     | 0.0736      | \$ 27,600   |
|                     |                     | \$ 2,250,000 | 20   | 0.04     | 0.0736      | \$ 165,600  |
| O&M                 | Hauling             | \$ 140       | 1500 |          |             | \$ 210,000  |
|                     | O&M (4% of capital) | \$ 60,000    |      |          |             | \$ 60,000   |
| Annualized cost     |                     |              |      |          |             | \$ 435,600  |

CITY OF GARDNER SLUDGE ALTERNATIVES

| OPTION 5-INCINERATE |                   | A/P, 20,4% |      |          |             |              |
|---------------------|-------------------|------------|------|----------|-------------|--------------|
|                     |                   | Item       | term | interest | Cost Factor | Annual Cost  |
| Capital             | Retrofit at Plant | \$ 500,000 | 20   | 0.04     | 0.0736      | \$ 36,800    |
|                     | Tank Hauler       | \$ -       | 20   | 0.04     | 0.0736      | \$ -         |
|                     | Land Development  | \$ -       | 20   | 0.04     | 0.0736      | \$ -         |
|                     | Subtotal          | \$ 500,000 | 20   | 0.04     | 0.0736      | \$ 36,800    |
|                     | Engineering (25%) | \$ 125,000 | 20   | 0.04     | 0.0736      | \$ 9,200     |
|                     | Contingency (25%) | \$ 125,000 | 20   | 0.04     | 0.0736      | \$ 9,200     |
|                     |                   | \$ 750,000 | 20   | 0.04     | 0.0736      | \$ 55,200    |
| O&M                 | O&M (4% Capital)  | \$ 20,000  | 1    |          |             | \$ 20,000    |
|                     | Haul & Burn       | \$ 775     | 1500 |          |             | \$ 1,162,500 |
| Annualized cost     |                   |            |      |          |             | \$ 1,237,700 |



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## Memorandum

**Date:** February 2, 2016

**To:** Dane Arnold, Director (Gardner Water/Sewer Department)

**From:** RS Robert Sims (CDR Maguire), Robin Dyer (CDR Maguire)

**Subject:** Landfill Expansion Capacity  
CDR/Maguire, Inc. Project No. 19474.01

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### SLUDGE DISPOSAL BACKGROUND

Since the mid 1980's the City of Gardner has been utilizing the sludge only landfill on West Street for disposal of sludge generated from the wastewater treatment plant (WWTP). The site was permitted to encompass the entire 37 acre parcel taken from multiple parties in 1919. The current landfill footprint only incorporates 11 acres. In addition to the landfill itself, this area includes the existing variable width (14' to 20' wide) perimeter access road and an existing building that houses equipment. Outside of the existing perimeter fence are drainage control including two retention ponds.

The site abuts the former municipal landfill. The former municipal landfill has a gas extraction and energy recovery component. It also has two small buildings, one for equipment and one that houses the sludge landfill leachate pumping station. The former municipal landfill does not have a leachate collection system while the sludge landfill does.

Approximately 400 cy of sludge are generated each month at the WWTP. The sludge is trucked to the site from the WWTP, mixed with amendment, spread and covered daily. The existing sludge landfill is approaching the capacity allowed by its current permit. A new application (WP 44) for vertical expansion of the landfill has been submitted to the Massachusetts Department of Environmental Protection (DEP) and is under review. For more information on the vertical expansion see "Vertical Expansion" below.

The current sludge is historically dewatered to an average solids content of 22%. This information was used to determine an approximate unit weight of the amended sludge to allow for the conversion to tonnage from volume. The sludge is dewatered at the WWTP with the use of two belt filter presses. The current amendment ratio is three (3) parts amendment to one (1) part sludge and yields the design unit weight is 75 pounds per cubic foot.

In addition to the expansion to the landfill, the City of Gardner has enlisted the services of an engineering firm to perform upgrades at the existing WWTP. The first design component is a new headworks facility. In addition to the upgrade of the headworks, the City is also evaluating an upgrade of the sludge processing equipment. The upgrades to the sludge processing equipment will allow for the reduction in the amendment ratio due to attaining a higher solids content in the sludge. The amendment is added to increase the workability; the drier the sludge, the less amendment that is

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required. Currently an amendment (sand) is mixed with the sludge at a 3:1 ratio. Through pilot testing, the new processing equipment is expected to produce a drier sludge (30% solids) and lower the ratio to 2:1. This change will result in significant savings and extend the life of the landfill.

#### **PREVIOUS WORK**

As part of the ongoing management of the landfill, we have reviewed the last few years of the Operations Reports generated by the contract operator (Suez North America) as well as performed a Sludge Recommendation study (2012) to analyze a horizontal expansion. An existing conditions survey was completed by DiPrete Engineering Associates, Inc. in 2012 to assist in the evaluation of the possible vertical expansion of the sludge landfill. CDR/Maguire, Inc. prepared a slope stability analysis in 2012 for the City of Gardner to confirm that the vertical expansion of the landfill was possible. Areas of concern included the area where washouts previously occurred. It was determined that a 3 ft horizontal to 1 ft vertical side slope was acceptable.

#### **VERTICAL EXPANSION**

In November of 2014, United Water submitted a plan for the vertical expansion of the landfill. This was to be a temporary solution until a horizontal expansion could be planned and executed. The vertical expansion would raise the top of the sludge landfill from its current cap elevation of 1020.0 to elevation 1046.0. This additional capacity would add 107,563 cubic yards (CY) which is equivalent to adding approximately six (6) years to the life of the existing landfill with the current 3:1 amendment ratio. The initial survey was completed in August 2012 for the site. The revised buildout elevation would be reached in the year 2018.

#### **WORK PERFORMED TO DATE**

Additional survey of the horizontal expansion area was completed by DiPrete Engineering Associates, Inc. in October and November, 2013. The boring program was completed in November, 2013. Seven 2-inch diameter groundwater monitoring wells were installed at the location of the seven borings. The monitoring wells include a 4-inch diameter steel sleeve and locking cap. The boring locations were staked in the field by DiPrete Engineering Associates, Inc. As drilled location were determined by tape and hand compass from the staked locations. In February, 2014 CDR/Maguire issued a report entitled, "Geotechnical Report Proposed Sludge Landfill Expansion Area Subsurface Characterization." This report covered the findings from the field and laboratory testing for the soils. Also, included were water table adjustments using the method described in "Probable High Ground-Water Levels in Massachusetts", issued by the U.S. Geological Survey in cooperation with the Commonwealth of Massachusetts Department of Environmental Quality Engineering, known as the "Frimpter Method".

#### **HORIZONTAL EXPANSION**

The current 3:1 amendment to sludge cake ratio and a potential 2:1 amendment to sludge ratio have been evaluated in the determination of the life expectancy for the expanded landfill. The decreased ratio is based on the new sludge dewatering process being more efficient than the current one. The current product averages 22% solids. The expectation of the new method is a final product of 30% solids (less water). The higher solids content allows for less amendment to make the product "workable" at the landfill.

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The volume of a proposed horizontal landfill expansion was estimated using the program AutoCAD Civil-3D. This was done utilizing the existing survey information collected by DiPrete Engineering Associates, Inc. and water table information gathered by our geotechnical engineer. This information was input into AutoCAD Civil 3D and representative surfaces were developed. A surface was created which represented the existing groundwater table with the input of water table data from the seven borings, supplemented with engineering assumptions about extrapolating beyond existing data points. Along the edge of the wetlands, a water table with a two foot depth was assumed. The existing site was then graded down to the elevation four feet above the ground water table, utilizing 3:1 side slopes. In areas which were already steeper than 3:1, the existing grading remained and the proposed grades were tied into those areas. No grading was to be done within one hundred feet of the wetlands or fifty (50) from the northeasterly property line. This resulted in the removal of 155,412 CY of existing material. A new surface was then developed with a merger of the existing grades, proposed vertical expansion and the new lowered grading. This was designated as the new existing condition to determine the volume of sludge which the site could accept. The site was then graded up to elevation 1060 and a new surface was developed to represent this condition. The proposed grading was also used to develop surfaces with cap elevations of 1020, 1030, 1040 and 1050. These surfaces were then compared to the new existing surface to determine storage capacities at the various elevations. The table below shows the additional volume as they relate to the elevations.

| Landfill Cap Elevation | Landfill Volume (CY) |
|------------------------|----------------------|
| 1030                   | 367,831              |
| 1030                   | 470,732              |
| 1040                   | 554,633              |
| 1046                   | 594,249              |
| 1050                   | 620,659              |
| 1060                   | 666,142              |

Horizontal expansion would increase the portion of the site utilized for the sludge land fill from 11 acres to approximately 19.5 acres of the 37 acres previously permitted. The proposed layout will maximize the available property. The remaining land is a buffer, wetland or functionally unusable.

#### LANDFILL LIFE

Using the geospatial data, an estimate of the volume of space available within the landfill property was calculated. This volume was divided by the annual volume of material generated annually. Based on this information, we determined the number of years the life of the landfill would be extended for each proposed elevation. This calculation was performed both the 2:1 and 3:1 amendment ratios. We have also included a conservative settlement factor of 30% for the sludge. The following table shows the results of these calculations, assuming the deposit of 400 CY of sludge within the landfill each month.

For the sake of the evaluation, we ran the calculations for a variety of cap elevations. Additional years of capacity can be attained by increasing the cap elevations. However, because of the pyramid shape, the extra elevation does not translate to significantly more volume. For example, the volume increases 15% when raising from 1030 to 1040, but only 7% when raising it from 1050 to 1060.

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For the recommended analysis, we assumed that the cap of the horizontal expansion would match the current planned cap of the vertical expansion (1046.0 feet). Therefore, the new landfill will have a cap elevation of 1046.0 and the life would be 45.8 years at a 2:1 sludge to amendment ratio and 33.4 years for a 3:1 ratio.

| Final Landfill Cap Elevation | Available Volume (cy) | Years at 3:1 (current conditions) | Years at 2:1 (dewater upgrades) |
|------------------------------|-----------------------|-----------------------------------|---------------------------------|
| 1020                         | 367,831               | 20.7 yrs                          | 28.4 yrs                        |
| 1030                         | 470,732               | 26.5 yrs                          | 36.3 yrs                        |
| 1040                         | 554,633               | 31.2 yrs                          | 42.8 yrs                        |
| 1046                         | 594,249               | 33.4 yrs                          | 45.8 yrs                        |
| 1050                         | 620,659               | 34.9 yrs                          | 47.8 yrs                        |
| 1060                         | 666,142               | 37.5 yrs                          | 51.3 yrs                        |

#### COSTS

Based on the cost estimate of developing the landfill site at \$150,000 per acre, we estimate that preparing the site to receive sludge will cost \$1,275,000 (\$150,000 for 8.5 acres).

Because the landfill will last longer than the 20-year planning period, we developed an annual cost for the life of the landfill and then amortized the cost of a 20-year period. For example – the \$1.275 million dollars to develop the landfill for the cap elevation of 1046 feet for the proposed conditions would spread over 45.8 years. The amortized cost of the landfill would calculate to be \$55,200 per year.

Calculating the present worth for the 20-year design period would result in a capital cost of the 20-year landfill of \$770,000. For the current amendment conditions (3:1), the same procedure is utilized except the original \$1,275,000 is spread out over 33 years. The resulting 20-year present worth cost would be \$903,000.

#### CONCLUSION

The conclusion is based on the horizontal expansion being capped at the same elevation as the current landfill after vertical expansion approval. At a sludge to amendment mix of 2:1, the expanded landfill will have an estimated life of 45.8 years and project an annual cost of \$55,200. If the sludge to amendment ratio remains at 3:1, the life shortens to 33.4 years and the annualized cost increases to \$65,000. The 20-year present worth of the two options is \$770,000 and \$903,000 respectively.



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# City of Gardner, *Executive Department*

Mark Hawke, Mayor

RECEIVED



2016 JUN 13 A 8: 22

June 13, 2016

CITY CLERKS OFFICE  
GARDNER, MA.

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Salary Schedule for FY 2017

Dear President Walsh and Councilors,

The amended salary schedule that was submitted contained FY 2017 COLA increases of 2%. The salary schedule that was passed by the City Council was originally submitted in March of 2016 and did not contain any increased for FY 2017.

Therefore, I am submitting a revised salary schedule that is in accordance with the budget and contains a 2% COLA. I ask for your immediate action on this salary schedule so that we may begin the fiscal year with the correct salaries in the ordinance.

Respectfully,

Mark Hawke  
Mayor, City of Gardner

# ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171 THEREOF, ENTITLED "PERSONNEL," TO CHANGE COMPENSATION SCHEDULE 2.

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

Section 1. Section 171-68 of Chapter 171, Personnel, of the Code of the City of Gardner is hereby amended by deleting and repealing Schedule 2 – Compensation Schedule and replacing it to read as follows:

A classification plan is hereby established for offices and positions in the service of the City, and establishing compensation grades thereof.

All appointive officers and all positions in the City of Gardner, except those filled by popular election and those under the direction and control of the School Committee, shall be classified into positions, groups, and grades according to their duties pertaining to each as herein provided.

CLASSIFICATION CLASS TITLE

| <u>Pay Grade</u> | <u>Class/Title</u>                                                                   |
|------------------|--------------------------------------------------------------------------------------|
| S-4              | Certified Pool Operator (Seasonal)                                                   |
| S-5              | Head Lifeguard                                                                       |
| S-6              | Lifeguard (includes seasonal employees)                                              |
| T-4              | Temporary Seasonal Employees (Department of Public Works)                            |
| T-5              | Temporary Seasonal Recreational Playground Supervisor                                |
| T-6              | Temporary Seasonal Technical                                                         |
| GC-4             | Golf Course Laborers/Pro-Shop Assistants - Temporary Seasonal Employment             |
| GC-5             | Golf Course Groundsman                                                               |
| GC-6             | Golf Course Ranger                                                                   |
| GC-8             | Grounds Maintenance Man or Motor Equipment Repairman                                 |
| GC-9             | Working Foreman Grounds Maintenance Man or Working Foreman Motor Equipment Repairman |

The officers, positions, and classifications are hereby allocated and fixed into salary grades in accordance with the following schedule:

# ORDINANCE

## COMPENSATION SCHEDULE

### A. DEPARTMENT HEADS

| Position                                             | Grade  |                           | 07/01/16           |                   |
|------------------------------------------------------|--------|---------------------------|--------------------|-------------------|
|                                                      |        |                           | Annual             | Weekly            |
| Building Commissioner                                | G-10   |                           | \$75,116.88        | \$1,444.56        |
| Chief of Police                                      | G-13   |                           | \$97,266.18        | \$1,870.50        |
| City Assessor                                        | G-9    |                           | \$68,919.36        | \$1,325.37        |
| City Auditor                                         | G-10   |                           | \$76,587.96        |                   |
|                                                      |        | MGL c. 32, §20(6)         | \$3,000.00         |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,587.96</b> | <b>\$1,530.54</b> |
| City Clerk                                           | G-10   |                           | \$75,116.88        |                   |
|                                                      |        | MGL c. 41, §19F           | \$3,500.00         |                   |
|                                                      |        | MGL c. 41, §19G           | \$550.00           |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,166.88</b> | <b>\$1,522.44</b> |
| City Collector/Treasurer                             | G-10   |                           | \$79,267.10        |                   |
|                                                      |        | MGL c. 32, §20            | \$300.00           |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,567.10</b> | <b>\$1,530.14</b> |
| City Engineer                                        | G-11   |                           | \$95,113.52        | \$1,829.11        |
| City Solicitor                                       | G-10   |                           | \$75,981.53        | \$1,461.18        |
| Council on Aging Director                            | G-6    |                           | \$53,222.70        | \$1,023.48        |
| Director of Community Development & Planning         | G-10   | City                      | \$62,041.50        |                   |
|                                                      |        | GRA                       | \$20,967.12        |                   |
|                                                      |        | CDBG                      | \$4,368.66         |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$87,377.28</b> | <b>\$1,680.33</b> |
| Director of Local Origination & Educational Planning | G-6    |                           | \$60,160.53        | \$1,156.93        |
| Director of Public Health                            | G-10** | Step 1**                  | \$66,300.00        | \$1,275.00        |
|                                                      |        | Step 2**                  | \$73,950.00        | \$1,422.12        |
| Fire Chief                                           | G-12   |                           | \$89,236.74        | \$1,716.09        |
| Golf Course Driving Range/Superintendent             | G-9    |                           | \$72,155.48        | \$1,387.61        |
| Human Resources Director                             | G-11   |                           | \$81,868.26        | \$1,580.46        |
| Information Technology Director                      | G-10   | City                      | \$45,190.29        |                   |
|                                                      |        | School                    | \$44,525.73        |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$89,716.03</b> | <b>\$1,725.31</b> |
| Library Director                                     | G-9    |                           | \$71,061.68        | \$1,366.57        |
| Public Works Director                                | G-12   |                           | \$94,320.17        | \$1,813.85        |
| Purchasing Agent/Civil Enforcement Director          | G-10   |                           | \$72,566.88        |                   |
|                                                      |        | MGL c. 148A, §5           | \$2,500.00         |                   |
|                                                      |        | <b>Total Compensation</b> | <b>\$75,116.88</b> | <b>\$1,444.56</b> |
| Veterans' Director                                   | G-6    |                           | \$54,662.82        | \$1,051.21        |

# ORDINANCE

## B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS

| Position                                      | Grade | 07/01/16                  |                    |                   |
|-----------------------------------------------|-------|---------------------------|--------------------|-------------------|
|                                               |       | Annual                    | Weekly             | Hourly            |
| Executive Secretary                           | G-4   | \$44,810.64               | \$861.74           | \$23.29           |
| Assistant City Clerk                          | G-3   | \$41,104.98               | \$790.48           | \$21.36           |
| Assistant City Engineer                       | G-8   | \$63,232.86               | \$1,216.02         |                   |
| Assistant City Solicitor                      | G-3   | \$41,998.53               | \$807.66           |                   |
| Assistant Director of Community Development** |       | City                      | \$3,261.96         |                   |
|                                               | G-7   | CDBG                      | \$61,969.08        |                   |
|                                               |       | <b>Total Compensation</b> | <b>\$65,231.04</b> | <b>\$1,254.44</b> |
| Assistant Director of Public Health           | G-5   | \$50,292.53               | \$967.16           |                   |
| Assistant Library Director                    | G-6   | \$55,051.62               | \$1,058.69         |                   |
| Deputy Chief of Police                        | G-11  | \$81,268.26               | \$1,574.39         |                   |
| Economic Development Coordinator**            |       | City                      | \$47,409.60        |                   |
|                                               | G-7   | Other                     | \$10,730.40        |                   |
|                                               |       | <b>Total Compensation</b> | <b>\$58,140.00</b> | <b>\$1,118.08</b> |
| GIS Technician                                | G-5   | \$49,196.54               | \$946.09           |                   |
| Golf Professional                             | G-6   |                           | \$1,207.34         |                   |
| Golf Pro Manager                              | G-6   |                           | \$1,040.40         |                   |
| Local Inspector                               | G-6   | \$56,849.55               | \$1,093.26         |                   |
| Producer                                      | G-2   | \$45,594.65               | \$876.82           |                   |
| Senior Animal Control Officer                 | G-2   | \$38,263.97               | \$735.85           |                   |
| Systems Manager                               | G-6   | \$60,129.00               | \$1,156.33         |                   |

| Position                     | Grade | 07/01/16   |          |
|------------------------------|-------|------------|----------|
|                              |       | Annual     | Monthly  |
| Electrical Inspector         | G-6   |            | \$29.55  |
| Plumbing Inspector           | G-6   |            | \$27.66  |
| Transfer Station Supervisor  | G-3   |            | \$20.89  |
| Conservation Agent           | G-6   |            | \$27.84  |
| Planning Agent               | G-6   |            | \$29.96  |
| Executive Aide               |       |            | \$25.50  |
| Civil Defense Director       |       | \$8,642.87 | \$720.24 |
| Sealer of Weights & Measures |       | \$8,802.59 | \$733.55 |

# ORDINANCE

**C. NON-UNION STAFF POSITIONS**

| Position                                    | 07/01/16                  |                |               |
|---------------------------------------------|---------------------------|----------------|---------------|
|                                             | Annual                    | Weekly         | Hourly        |
| Animal Control Officer                      | \$31,620.00               | \$608.08       | \$16.44       |
|                                             | <b>Step 1</b>             | <b>Step 2</b>  | <b>Step 3</b> |
| Administrative Coordinator                  | \$13.30                   | \$15.67        | \$18.03       |
| Administrative Clerk                        | \$12.88                   | \$14.97        | \$17.06       |
| Animal Shelter Attendant                    | \$11.00                   |                |               |
| Assistant Animal Control Officer            | \$11.00                   |                |               |
| Budget/Project Manager**                    |                           |                |               |
|                                             | City                      | \$1.03         |               |
|                                             | GRA                       | \$0.62         |               |
|                                             | CDBG                      | \$21.53        |               |
|                                             | <b>Total Compensation</b> | <b>\$23.17</b> |               |
| Building Maintenance Craftsman              | \$17.05                   | \$19.24        | \$21.42       |
| Building Maintenance Man                    | \$15.59                   | \$17.71        | \$19.82       |
| Council on Aging Coordinator                | \$12.19                   |                |               |
| Financial Administrator                     | \$14.21                   | \$16.94        | \$19.98       |
| Financial Clerk                             | \$13.05                   | \$15.35        | \$17.91       |
| <b>Golf Course Positions</b>                |                           |                |               |
| Golf Pro Shop Supervisor                    | \$13.26                   | \$13.77        | \$14.28       |
| Grounds Maintenance Man                     | GC-8                      | \$15.61        | \$17.17       |
| Motor Equipment Repairman                   | GC-8                      | \$15.61        | \$17.17       |
| Working Foreman - Grounds Maintenance Man   | GC-9                      | \$19.18        |               |
| Working Foreman - Motor Equipment Repairman | GC-9                      | \$19.18        |               |
| <b>Library Department Positions</b>         |                           |                |               |
| Staff Librarian                             | \$20.60                   |                |               |
| Senior Library Technician                   | \$18.76                   |                |               |
| Library Technician                          | \$17.70                   |                |               |
| Library Clerical Staff                      | \$12.38                   | \$12.63        |               |
| Library Custodian                           | \$15.12                   | \$17.16        | \$19.21       |
| Head Life Guard                             | \$10.89                   | \$11.89        | \$15.76       |
| Parking Meter Clerk                         | \$13.66                   |                |               |
| Production Assistant                        | \$13.92                   |                |               |
| Transfer Station Monitor                    | \$11.00                   |                |               |

# ORDINANCE

**D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS**

| Position                               |      | 07/01/16 |         | 01/01/17 |
|----------------------------------------|------|----------|---------|----------|
|                                        |      | Step 1   | Step 2  |          |
| Alternate Animal Control Officer       |      | \$11.00  |         |          |
| Certified Pool Operator                | S-4  | \$20.81  |         |          |
| Golf Course Laborer/Pro Shop Assistant | GC-4 | \$11.00  |         |          |
| Golf Course Groundsman                 | GC-5 | \$13.68  |         |          |
| Golf Course Ranger                     | GC-6 | \$11.00  |         |          |
| Lifeguard                              | S-6  | \$11.00  | \$11.25 |          |
| Temporary Seasonal Technical           | T-6  | \$13.53  |         |          |
| Election Warden                        |      | \$12.00  |         | \$13.00  |
| Election Inspector                     |      | \$10.00  |         | \$11.00  |
| Election Clerk                         |      | \$11.00  |         | \$12.00  |
| Special Detail Police Officer          |      |          |         | \$42.00  |

|                                    |     | 01/01/17 |         |         |         |         |
|------------------------------------|-----|----------|---------|---------|---------|---------|
|                                    |     | Step 1   | Step 2  | Step 3  | Step 4  | Step 5  |
| Temporary Seasonal Laborer         | T-4 | \$11.00  | \$11.79 | \$11.97 | \$13.56 | \$14.25 |
| Recreational Playground Supervisor | T-5 | \$11.00  | \$11.78 | \$13.37 |         |         |

**\*\*Compensation increase contingent upon positive evaluation of oversight commission, Board or Mayor**

**%Community Development & Planning Administrative Coordinator Wages paid for by City, CDBG and GRA in the following approximate percentages: City - 84.5%, GRA 10.5% and CDBG 5%.**

**Section 2. This Ordinance shall be effective July 1, 2016.**

Amendment to City Code  
Chapter 171: Personnel  
Article XVI: Classification and Compensation  
§171-68  
Compensation Schedule

An amendment to §171-68 Compensation Schedule, 171b Schedule 2.

A classification plan is hereby established for offices and positions in the service of the City, and establishing compensation grades thereof

All appointive officers and all positions in the City of Gardner, except those filled by popular election and those under the direction and control of the School Committee, shall be classified into positions, groups, and grades according to their duties pertaining to each as herein provided.

CLASSIFICATION CLASS TITLE

| Pay Grade | Class/Title                                                                          |
|-----------|--------------------------------------------------------------------------------------|
| S-4       | Certified Pool Operator (Seasonal)                                                   |
| S-5       | Head Lifeguard                                                                       |
| S-6       | Lifeguard (includes seasonal employees)                                              |
| T-4       | Temporary Seasonal Employees (Department of Public Works)                            |
| T-5       | Temporary Seasonal Recreational Playground Supervisor                                |
| T-6       | Temporary Seasonal Technical                                                         |
| GC-4      | Golf Course Laborers/Pro-Shop Assistants - Temporary Seasonal Employment             |
| GC-5      | Golf Course Groundsman                                                               |
| GC-6      | Golf Course Ranger                                                                   |
| GC-8      | Grounds Maintenance Man or Motor Equipment Repairman                                 |
| GC-9      | Working Foreman Grounds Maintenance Man or Working Foreman Motor Equipment Repairman |

The officers, positions, and classifications are hereby allocated and fixed into salary grades in accordance with the following schedule:

COMPENSATION SCHEDULE

A. DEPARTMENT HEADS

| Position                                             | Grade  | 07/01/16                  |                    |
|------------------------------------------------------|--------|---------------------------|--------------------|
|                                                      |        | Annual                    | Weekly             |
| Building Commissioner                                | G-10   | \$75,116.88               | \$1,444.56         |
| Chief of Police                                      | G-13   | \$97,266.18               | \$1,870.50         |
| City Assessor                                        | G-9    | \$68,919.36               | \$1,325.37         |
| City Auditor                                         | G-10   | \$76,587.96               |                    |
|                                                      |        | MGL c. 32, §20(6)         | \$3,000.00         |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,587.96</b> |
|                                                      |        |                           | <b>\$1,530.54</b>  |
| City Clerk                                           | G-10   | \$75,116.88               |                    |
|                                                      |        | MGL c. 41, §19F           | \$3,500.00         |
|                                                      |        | MGL c. 41, §19G           | \$550.00           |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,166.88</b> |
|                                                      |        |                           | <b>\$1,522.44</b>  |
| City Collector/Treasurer                             | G-10   | \$79,267.10               |                    |
|                                                      |        | MGL c. 32, §20            | \$300.00           |
|                                                      |        | <b>Total Compensation</b> | <b>\$79,567.10</b> |
|                                                      |        |                           | <b>\$1,530.14</b>  |
| City Engineer                                        | G-11   | \$95,113.52               | \$1,829.11         |
| City Solicitor                                       | G-10   | \$75,981.53               | \$1,461.18         |
| Council on Aging Director                            | G-6    | \$53,222.70               | \$1,023.48         |
| Director of Community Development & Planning         | G-10   |                           |                    |
|                                                      |        | City                      | \$62,041.50        |
|                                                      |        | GRA                       | \$20,967.12        |
|                                                      |        | CDBG                      | \$4,368.66         |
|                                                      |        | <b>Total Compensation</b> | <b>\$87,377.28</b> |
|                                                      |        |                           | <b>\$1,680.33</b>  |
| Director of Local Origination & Educational Planning | G-6    | \$60,160.53               | \$1,156.93         |
| Director of Public Health                            | G-10** |                           |                    |
|                                                      |        | Step 1**                  | \$66,300.00        |
|                                                      |        | Step 2**                  | \$73,950.00        |
|                                                      |        |                           | <b>\$1,422.12</b>  |
| Fire Chief                                           | G-12   | \$89,236.74               | \$1,716.09         |
| Golf Course Driving Range/Superintendent             | G-9    | \$72,155.48               | \$1,387.61         |
| Human Resources Director                             | G-11   | \$81,868.26               | \$1,580.46         |
| Information Technology Director                      | G-10   |                           |                    |
|                                                      |        | City                      | \$45,190.29        |
|                                                      |        | School                    | \$44,525.73        |
|                                                      |        | <b>Total Compensation</b> | <b>\$89,716.03</b> |
|                                                      |        |                           | <b>\$1,725.31</b>  |
| Library Director                                     | G-9    | \$71,061.68               | \$1,366.57         |
| Public Works Director                                | G-12   | \$94,320.17               | \$1,813.85         |
| Purchasing Agent/Civil Enforcement Director          | G-10   |                           |                    |
|                                                      |        |                           | \$72,566.88        |
|                                                      |        | MGL c. 148A, §5           | \$2,500.00         |
|                                                      |        | <b>Total Compensation</b> | <b>\$75,116.88</b> |
|                                                      |        |                           | <b>\$1,444.56</b>  |
| Veterans' Director                                   | G-6    | \$54,662.82               | \$1,051.21         |

**B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS**

| Position                                      | Grade |                           | 07/01/16           |                   |         |
|-----------------------------------------------|-------|---------------------------|--------------------|-------------------|---------|
|                                               |       |                           | Annual             | Weekly            | Hourly  |
| Executive Secretary                           | G-4   |                           | \$44,810.64        | \$861.74          | \$23.29 |
| Assistant City Clerk                          | G-3   |                           | \$41,104.98        | \$790.48          | \$21.36 |
| Assistant City Engineer                       | G-8   |                           | \$63,232.86        | \$1,216.02        |         |
| Assistant City Solicitor                      | G-3   |                           | \$41,998.53        | \$807.66          |         |
| Assistant Director of Community Development** | G-7   | City                      | \$3,261.96         |                   |         |
|                                               |       | CDBG                      | \$61,969.08        |                   |         |
|                                               |       | <b>Total Compensation</b> | <b>\$65,231.04</b> | <b>\$1,254.44</b> |         |
| Assistant Director of Public Health           | G-5   |                           | \$50,292.53        | \$967.16          |         |
| Assistant Library Director                    | G-6   |                           | \$55,051.62        | \$1,058.69        |         |
| Deputy Chief of Police                        | G-11  |                           | \$81,268.26        | \$1,574.39        |         |
| Economic Development Coordinator**            | G-7   | City                      | \$47,409.60        |                   |         |
|                                               |       | Other                     | \$10,730.40        |                   |         |
|                                               |       | <b>Total Compensation</b> | <b>\$58,140.00</b> | <b>\$1,118.08</b> |         |
| GIS Technician                                | G-5   |                           | \$49,196.54        | \$946.09          |         |
| Golf Professional                             | G-6   |                           |                    | \$1,207.34        |         |
| Golf Pro Manager                              | G-6   |                           |                    | \$1,040.40        |         |
| Local Inspector                               | G-6   |                           | \$56,849.55        | \$1,093.26        |         |
| Producer                                      | G-2   |                           | \$45,594.65        | \$876.82          |         |
| Senior Animal Control Officer                 | G-2   |                           | \$38,263.97        | \$735.85          |         |
| Systems Manager                               | G-6   |                           | \$60,129.00        | \$1,156.33        |         |

**B. NON-UNION DIRECT AND SUPERVISORY STAFF POSITIONS (cont.)**

| Position                     | Grade |  | 07/01/16      |                |        |
|------------------------------|-------|--|---------------|----------------|--------|
|                              |       |  | Annual        | Weekly         | Hourly |
| Electrical Inspector         | G-6   |  |               | \$29.55        |        |
| Plumbing Inspector           | G-6   |  |               | \$27.66        |        |
| Transfer Station Supervisor  | G-3   |  |               | \$20.89        |        |
| Conservation Agent           | G-6   |  |               | \$27.84        |        |
| Planning Agent               | G-6   |  |               | \$29.96        |        |
| Executive Aide               |       |  |               | \$25.50        |        |
|                              |       |  | <b>Annual</b> | <b>Monthly</b> |        |
| Civil Defense Director       |       |  | \$8,642.87    | \$720.24       |        |
| Sealer of Weights & Measures |       |  | \$8,802.59    | \$733.55       |        |

**C. NON-UNION STAFF POSITIONS**

| Position                                    |                           | 07/01/16       |               |               |
|---------------------------------------------|---------------------------|----------------|---------------|---------------|
|                                             |                           | Annual         | Weekly        | Hourly        |
| Animal Control Officer                      |                           | \$31,620.00    | \$608.08      | \$16.44       |
|                                             |                           | <b>Step 1</b>  | <b>Step 2</b> | <b>Step 3</b> |
| Administrative Coordinator                  |                           | \$13.30        | \$15.67       | \$18.03       |
| Administrative Clerk                        |                           | \$12.88        | \$14.97       | \$17.06       |
| Animal Shelter Attendant                    |                           | \$11.00        |               |               |
| Assistant Animal Control Officer            |                           | \$11.00        |               |               |
| Budget/Project Manager**                    | City                      | \$1.03         |               |               |
|                                             | GRA                       | \$0.62         |               |               |
|                                             | CDBG                      | \$21.53        |               |               |
|                                             | <b>Total Compensation</b> | <b>\$23.17</b> |               |               |
| Building Maintenance Craftsman              |                           | \$17.05        | \$19.24       | \$21.42       |
| Building Maintenance Man                    |                           | \$15.59        | \$17.71       | \$19.82       |
| Council on Aging Coordinator                |                           | \$12.19        |               |               |
| Financial Administrator                     |                           | \$14.21        | \$16.94       | \$19.98       |
| Financial Clerk                             |                           | \$13.05        | \$15.35       | \$17.91       |
| <b>Golf Course Positions</b>                |                           |                |               |               |
| Golf Pro Shop Supervisor                    |                           | \$13.26        | \$13.77       | \$14.28       |
| Grounds Maintenance Man                     | GC-8                      | \$15.61        | \$17.17       | \$18.99       |
| Motor Equipment Repairman                   | GC-8                      | \$15.61        | \$17.17       | \$18.99       |
| Working Foreman - Grounds Maintenance Man   | GC-9                      | \$19.18        |               |               |
| Working Foreman - Motor Equipment Repairman | GC-9                      | \$19.18        |               |               |
| <b>Library Department Positions</b>         |                           |                |               |               |
| Staff Librarian                             |                           | \$20.60        |               |               |
| Senior Library Technician                   |                           | \$18.76        |               |               |
| Library Technician                          |                           | \$17.70        |               |               |
| Library Clerical Staff                      |                           | \$12.38        | \$12.63       |               |
| Library Custodian                           |                           | \$15.12        | \$17.16       | \$19.21       |
| Head Life Guard                             |                           | \$10.89        | \$11.89       | \$15.76       |
| Parking Meter Clerk                         |                           | \$13.66        |               |               |
| Production Assistant                        |                           | \$13.92        |               |               |
| Transfer Station Monitor                    |                           | \$11.00        |               |               |

**D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS**

| Position                               |      | 07/01/16 |         | 01/01/17 |
|----------------------------------------|------|----------|---------|----------|
|                                        |      | Step 1   | Step 2  |          |
| Alternate Animal Control Officer       |      | \$11.00  |         |          |
| Certified Pool Operator                | S-4  | \$20.81  |         |          |
| Golf Course Laborer/Pro Shop Assistant | GC-4 | \$11.00  |         |          |
| Golf Course Groundsman                 | GC-5 | \$13.68  |         |          |
| Golf Course Ranger                     | GC-6 | \$11.00  |         |          |
| Lifeguard                              | S-6  | \$11.00  | \$11.25 |          |
| Temporary Seasonal Technical           | T-6  | \$13.53  |         |          |
| Election Warden                        |      |          |         | \$13.00  |

**D. NON-UNION STAFF: TEMPORARY, SEASONAL AND INTERMITTENT POSITIONS (cont.)**

| Position                      |  | 07/01/16 |        | 01/01/17 |
|-------------------------------|--|----------|--------|----------|
|                               |  | Step 1   | Step 2 |          |
| Election Inspector            |  |          |        | \$11.00  |
| Election Clerk                |  |          |        | \$12.00  |
| Special Detail Police Officer |  |          |        | \$42.00  |

| Position                           |     | 01/01/17 |         |         |         |         |
|------------------------------------|-----|----------|---------|---------|---------|---------|
|                                    |     | Step 1   | Step 2  | Step 3  | Step 4  | Step 5  |
| Temporary Seasonal Laborer         | T-4 | \$11.00  | \$11.79 | \$11.97 | \$13.56 | \$14.25 |
| Recreational Playground Supervisor | T-5 | \$11.00  | \$11.78 | \$13.37 |         |         |

\*\*Compensation Increase contingent upon positive evaluation of oversight commission, Board or Mayor

%Community Development & Planning Administrative Coordinator Wages paid for by City, CDBG and GRA in the following approximate percentages: City - 84.5%, GRA 10.5% and CDBG 5%.

9663

# City of Gardner, *Executive Department*



Mark Hawke, Mayor

RECEIVED

June 13, 2016

2016 JUN 13 A 10:42

CITY CLERKS OFFICE  
GARDNER, MA

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Honeywell Performance Management Contracting

Dear President Walsh and Councilors,

In an effort to become more efficient, save taxpayer dollars and upgrade our facilities, the City underwent a Request For Qualification (RFQ) process in order to initiate the process of utilizing MGL c25 §11, Performance Contracting. Honeywell International, Inc. was the company chosen by a committee comprised of the Purchasing Agent, Assistant City Engineer and Building Commissioner to act as the City's Energy Services Company (ESCO).

Through Performance Contracting an ESCO will enter into an Energy Management Services (EMS) contract, a type of Performance Contract, which will be used to install energy efficient facility improvements, with **NO** upfront costs, paid for out of **guaranteed energy savings** from our existing operating budget.

In other words, in a traditional manner, the City would pay for the design, materials and installation up front and then realize the savings associated with the upgrades. Through the EMS, the City's ESCO, has performed an investment grade audit of municipal (City and School) facilities. Utilizing this information a "baseline" has been established. This baseline will be utilized as a comparative factor moving forward. Our ESCO (Honeywell) will **guarantee** savings equivalent to the cost of design, materials and installation. The City then reimburses Honeywell over the course of 19 years (1 year of construction and 19 years to pay back) via the guaranteed savings.

The project cost is anticipated to be \$6.7 million. This means that the City will be guaranteed a savings of at least \$6.7 million. This guarantee allows the City to make badly needed upgrades to our facilities with no upfront costs and a guaranteed revenue neutral position.

I ask for your endorsement of the attached Resolution supporting the performance contract.

Respectfully,

Mark Hawke  
Mayor, City of Gardner

**RESOLUTION****SUPPORTING THE PERFORMANCE GUARANTEED ENERGY AUDITING AND CONTRACTING AGREEMENT WITH HONEYWELL INTERNATIONAL INC.**

**WHEREAS**, the City of Gardner (City), based on the achieved multi-million dollar energy and operational savings of other similarly situated municipalities, commenced a formal RFQ process to enter into a performance guaranteed energy auditing and contracting agreement with the selected firm;

**WHEREAS**, after the appropriate on site interviews a selection committee comprised of City staff selected, Honeywell International Inc, based on its technical expertise, sense for community involvement and guaranteed projected fiscal savings to conduct a full-fledged energy usage audit and to make the necessary Energy Conservation recommendations for all municipal buildings;

**WHEREAS**, Honeywell completed the audit and its report in May 2016 and worked with various municipal officials to finalize its recommendations;

**WHEREAS**, the Honeywell recommendations include the replacement of boilers, lighting upgrades, HVAC system upgrades, building envelope improvements, boiler control replacements, water conservation measures, electrical upgrades, the creation of an energy portal and the upgrading of all energy management systems with the latest technology to control costs and energy expenditures;

**WHEREAS**, the recommendations will assist the City and its taxpayers by avoiding approximately \$6.7 million in capital outlays in the proposed capital plan which is in addition to the overall projected \$7 million in savings from energy, operational and sustainability costs. These savings are guaranteed by Honeywell thereby creating a positive cash flow project;

**WHEREAS**, the overall project will be completed within 12 months and will be turnkey in nature with the necessary long term maintenance plan included in the agreement and will be of a great benefit to the City's citizens in terms of its fiscal and environmental impact;

**WHEREAS**, the City desires to purchase and/or lease to own certain equipment, with a cost not to exceed \$7 million dollars constituting personal property necessary for the City to perform essential governmental functions and to maintain and improve the operations of City facilities in terms of energy efficiency and cost effectiveness as detailed in the agreement between the City and Honeywell;

**WHEREAS**, the City proposes to enter into the appropriate Equipment Lease to own and/or Purchase agreements, to submit the necessary applications and seek qualification for the appropriate taxable energy conservation bonds and/or for any other tax-exempt avenues available to it to finance the overall project agreement with the appropriate financing entity in conjunction with Honeywell International, Inc.;

**WHEREAS**, any such financing will be subject to the City granting the financing entity a security interest in any equipment provided pursuant to said Equipment Lease to Own and/or Purchase agreements;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Gardner hereby authorizes the City by and through the Mayor to finance the lease and/or purchase of certain Energy Conservation equipment to be installed in City properties in an amount not to exceed \$7 million dollars and to further authorize the City to grant to any financing agency a security interest in said equipment.



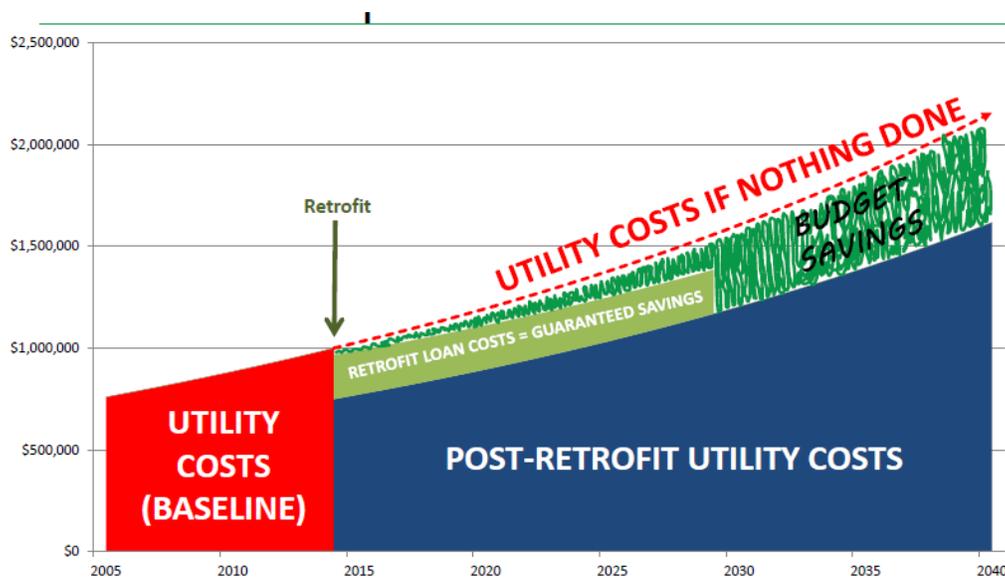
# Introduction to Energy Performance Contracting



## What is Energy Savings Performance Contracting (ESPC)?

ESPC is a turnkey service, which provides cities and towns with a comprehensive set of energy efficiency, infrastructure upgrades, capital improvements and generation measures and are accompanied with guarantees that the savings produced by a project will be sufficient to finance the full cost of the project. The typical term of an ESPC is twenty (20) years or less. There are two energy laws in Massachusetts enabling performance contracting and the ability to use this vehicle. A typical ESPC project is delivered by an Energy Service Company (ESCO) and with Honeywell consists of the following:

- ❖ Turnkey Service – The ESCO provides all of the services required to design and implement a comprehensive project at the customer facility, from the initial energy audit through long-term Monitoring and Verification (M&V) of the project guaranteed savings.
- ❖ Comprehensive Measures – The ESCO tailors a comprehensive set of measures to fit the needs of a particular facility, and can include energy efficiency, infrastructure improvements, distributed generation, water conservation and sustainable materials and operations. *This is focused on blended paybacks not on short term savings.*
- ❖ Open book pricing and vendor neutrality ensuring the cities and towns receive competitive pricing.
- ❖ Project Financing – The ESCO helps arrange for a long-term project financing through third party financing companies. Financing is typically in the form of a tax exempt municipal lease although bonds are also utilized.
- ❖ Project Savings Guarantee – The ESCO provides a guarantee that the savings produced by the project will be sufficient to cover the cost of project financing for the life of the project. If the guaranteed energy savings is missed the company writes a check to the City for the difference.



Schools & Municipalities can benefit from an Energy Performance Contract in numerous ways:

- ❖ Double digit energy savings ranging from 15-25% annual energy savings
- ❖ The City of Gardner's energy reduction is 30% of the energy baseline
- ❖ Infrastructure improvements that fund themselves – NO TAXPAYER IMPACT



# Introduction to Energy Performance Contracting



- ❖ No need for bond issuance
- ❖ **Decrease Capital Budget needs as items can be incorporated into the EPC**
- ❖ Reduce carbon footprint
- ❖ Utility rebates and grants to help buy down cost of projects
- ❖ *“Do nothing”* in rising energy/budget cost environment is not an option

## History of ESPC

The history of ESPC nationally can be usefully divided into four stages:

**The Beginning of ESPC (pre 1980)** – ESCOs were established to provide manpower and systems to enable utilities to meet federal and state mandates and offer energy conservation services.

**Emergence of ESPC (1985 – 1993)** – Utility programs evolved from purchasing services (e.g. home energy audits) to acquiring large amounts of kW or kWh as part of their Integrated Resource Plans (IRPs). ESCOs bid to provide the reduced kW or kWh and delivered turnkey projects to large industrial and institutional customers and financed the projects themselves.

**Success and Consolidation (1994 – 2002)** – Successful experience with ESPC documented in studies by the National Association of Energy Service Companies (NAESCO) encouraged the federal and state governments to promote ESPC. The implementation of the International Performance Measurement and Verification Protocol (IPMVP), which provided standard methods for documenting project savings, gave commercial lenders the confidence to begin financing ESPC projects on a large scale.

**Pause and then Fast Growth (2003 – Present)** – The collapse of Enron, the suspension of the federal ESPC program and the uncertainty about the deregulation of the electric utility industry caused a slowdown in the growth of ESPC from 2002-2004. Enabling legislation, large utility subsidies and an awareness of energy costs rising caused a dramatic focus on energy performance contracting. In the Commonwealth, two performance contracting laws, MGL 25a 11c and then 11i, eventually 11i was passed enabling a longer term, and flexibility for energy performance contracting in the state.

## Turnkey Service

In an ESPC, an ESCO can provide the full range of services required to complete the project including:

- ❖ Energy Audit
- ❖ Design engineering
- ❖ Construction management
- ❖ Arrangement of long-term project financing
- ❖ Commissioning
- ❖ Operations & maintenance
- ❖ Guaranteed Energy & Operational savings
- ❖ Savings monitoring & verification



# Introduction to Energy Performance Contracting



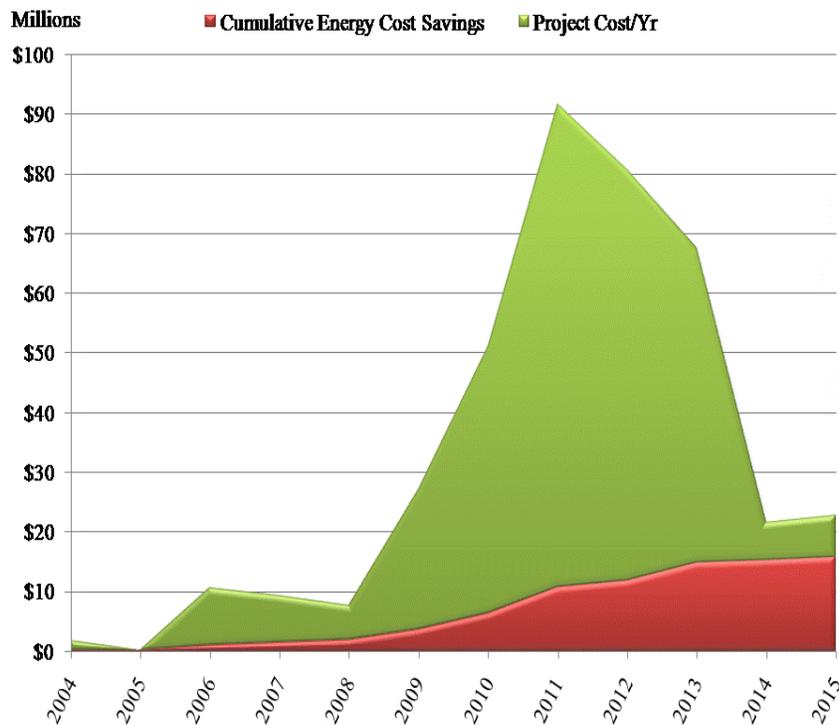
## Comprehensive Measures

In an ESPC, the ESCO tailors a comprehensive set of measures to fit the needs of the customer, including any of the following:

- ❖ Lighting/Street Lighting/Exterior lighting
- ❖ Heating, air conditioning and ventilation
- ❖ Mechanical system upgrades – boiler plants, cooling equipment
- ❖ Gas conversions/Fuel conversions
- ❖ Control systems
- ❖ Building envelope improvements (insulation, roofs, windows, etc.)
- ❖ Demand response
- ❖ Solar projects/geothermal and biomass installations
- ❖ Water and sewer – metering and use reduction
- ❖ Microgrid development/installation

## Projects implemented in the Commonwealth

Municipalities have utilized performance contracting in Massachusetts since the early 90's, but only started tracking data closely since 2002. Between 2002 and the present, **one hundred eighty-three** Massachusetts local governmental bodies (municipalities, schools, regional schools) contracted for ESPC with contracts valued at over **\$364 million**. These projects will provide guaranteed energy cost savings of **\$17.8 million annually**.





# Introduction to Energy Performance Contracting



A few examples of municipal projects in the Commonwealth are as follows:

## Town of Randolph, MA

Proven Experience

- **Ability to Address Similar Goals**
  - Infrastructure needs were most important
  - Reduced Energy Costs – 24% Reduction, Guarantee for 20 Years
- **Provided \$6.3 Million in Capital Improvements**
  - Town and Schools – 1.0M Square Feet
  - Utility Incentives of \$200k
  - Tax Exempt Lease & QZAB Bonds
- **Preservation and Improvement of Public Infrastructure**
  - 6 Major Boiler Plants, HVAC, Controls, Lighting, Steam Traps, Building Envelope Upgrades, Roof, Water Conservation, VFD's, Energy Kiosk
- **Community Involvement**
  - FMA Live – Honeywell – NASA Partnership
  - Business Journal
  - ACTI Earth Web Portal

Honeywell

## City of Somerville, MA

Proven Experience

- **Ability to Address City Goals**
  - Reduced GHG Emissions by 17%
  - Reduced Energy Costs – 16.5% Reduction, Guarantee for 20 Years
- **Provided \$7.9 Million in Additional Capital Improvements – Self Funded**
  - Reduced Energy Costs by Over \$450k Per Year
  - Utility Rebates/MTC Grant
  - Financing – Tax exempt lease & bond
- **Preservation and Improvement of Public Infrastructure**
  - HVAC, Controls, Renewable Energy Solutions, Co-generation, Lighting, Steam Traps, Solar Heating, Green Power Purchasing, Building Envelope Upgrades
  - **Installed 3 Performance Contracts over 25 Years**
- **Eliminate Project Risks**
  - Communication Plan – Minimize Disruptions/Maximize Impact
  - ACT Earth Days

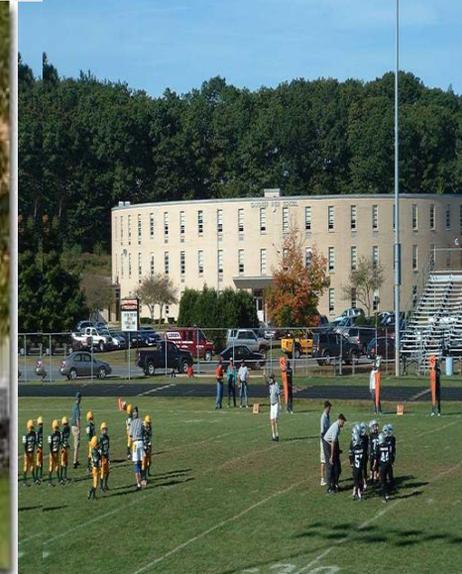
Honeywell

## City of Worcester, MA

Proven Experience

- **Goals of the City and Accomplishments**
  - Capital Improvements, Energy reduction & Infrastructure renewal
  - \$2.4M in incentives, Guarantee for 20 Years
  - SREC & REC Value is \$17.8M over the twenty years to the City
- **Project size: Phase 1: \$26.65M and Phase 4: \$38.69M**
- **Financing:**
  - Tax exempt bond for Phase 1, 2, 3 & 4
- **Preservation and Improvement of Public Infrastructure**
  - Boiler Plant Replacement, Solar installation – 11MW Solar, EMS Controls, Lighting, Steam Traps, Roof replacement, Boiler – Burner Controls, AHU/VAV Conversions, Replace Chillers & Cooling Towers, Replace RTU's, Transformer replacements, Street Lighting, Wind Turbine – Educational Use, Water Conservation & Building Envelope, Roof Replacement, Window/Door replacement, Domestic Hot Water installations, Heat Recovery, Variable Frequency Drive Installations, Computer power management, and Building Envelope/Piping Insulation

Honeywell



# City of Gardner – Finance Committee/City Council

**Honeywell**

# Agenda

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- **Energy Performance Contracting**
- **Project Update/Timing**
- **Scope of Work/Guaranteed Results**
- **Next Steps**

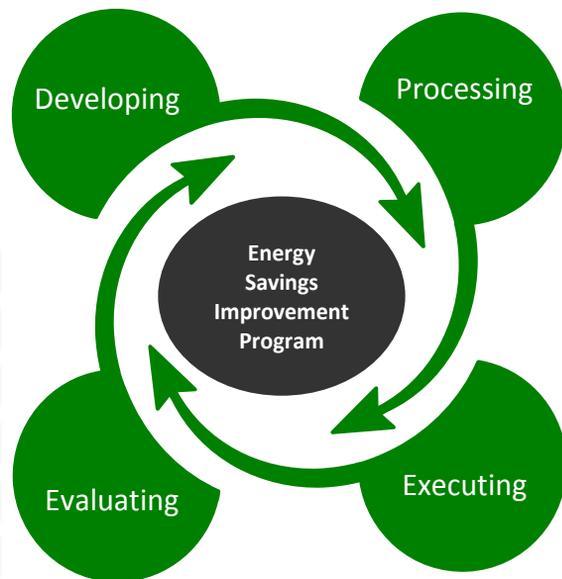


# Energy Savings Performance Contracting (ESPC)

## Our Purpose:

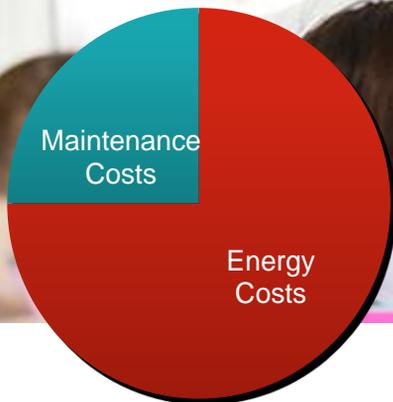
To co-author a *guaranteed energy solution under MGL 25A 11c* to enable the City to redirect your existing energy and operational expenditures to pay for the project and save capital dollars.

- Improve Comfort, Reliability and Efficiency of Existing Buildings
- Project Funded from Resulting Savings w/o impact to tax payers
- Energy Services Company Guarantees Savings
- Projects Produce Significant Energy Efficiency Rebates
- Define City Goals and Building Needs
- Co-author Long Term Vision for the City of Gardner
- Open Book Pricing and Vendor Neutral Protocols



# Energy Savings Improvement Program

Before Improvements



After Improvements



**No Increase in Taxes - Guaranteed Savings**  
**- No Capital Outlay - Annual Savings of \$395,375**

# Project Overview and Timing

- Honeywell awarded Energy Performance Contract 1/15/16
- Kick off meeting and site surveys begin 2/3/16
  - Develop timeline and deliverables
- Honeywell develops 30% report of building surveys 3/18/16
  - Identifies potential upgrades
  - Gathers energy data/square footage
  - Develops overview of building/Review report
- Honeywell develops 60% report of energy measures 4/8/16
- Potential cost/savings are identified
  - Building scope is reviewed/modifications/deletions
  - Develop list of final measures/scope/term
  - Measurement & Verification Options reviewed
- Honeywell develops 90% report of energy measures 5/9/16
  - Final energy savings & scope developed- guarantee finalized
  - Final Investment Grade Audit (IGA) & contracts are developed
  - Finance Review/RFP review
  - Set board meetings/Financing/Contract legal review
  - **Summer Construction**

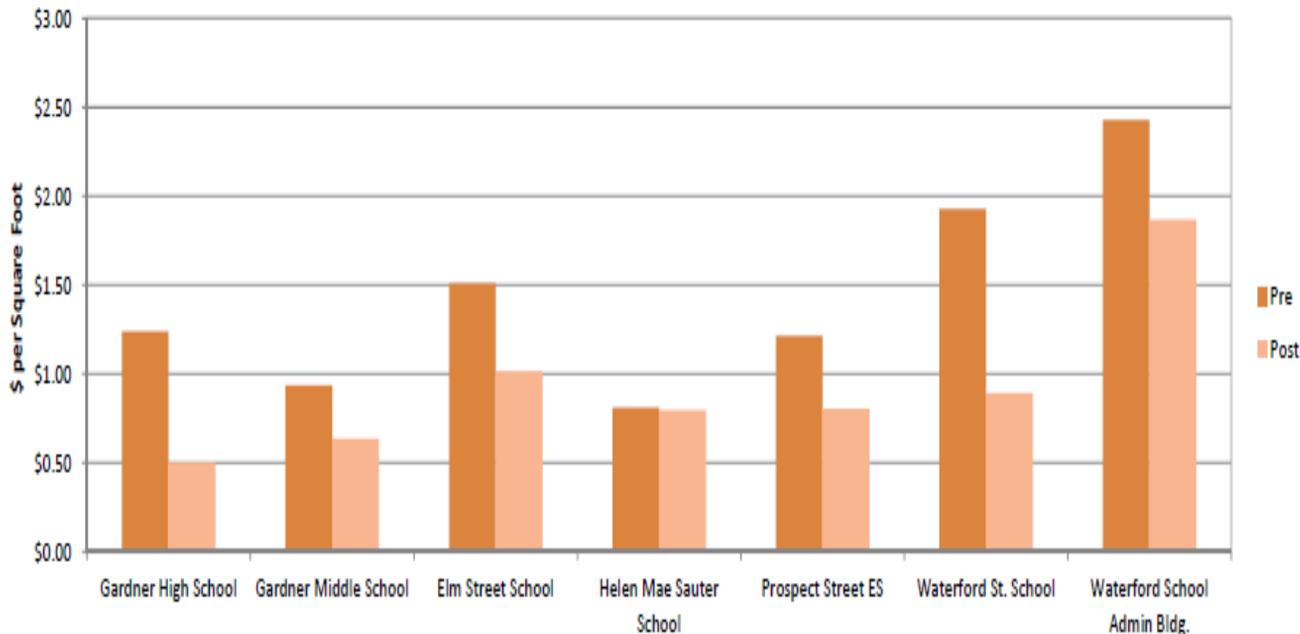
# Energy & Infrastructure Scope



- LED Lighting & Lighting Controls
- Boiler Plant Replacement/Upgrades
- Domestic Hot water replacements
- Replace Kitchen Equipment
- Kitchen hood/freezer controllers
- De stratification Fans
- Installation of Infrared Heaters
- Heat Pump Replacement
- Energy Management Controls
- Replace Unit ventilators
- Refurbish Air Handling Units
- Building Envelope Improvements
- Steam Trap Replacement
- Pipe Insulation
- Solar PV upgrades
- Computer Power Management
- Plug Load Peripherals
- Transformer Replacement
- Water Conservation

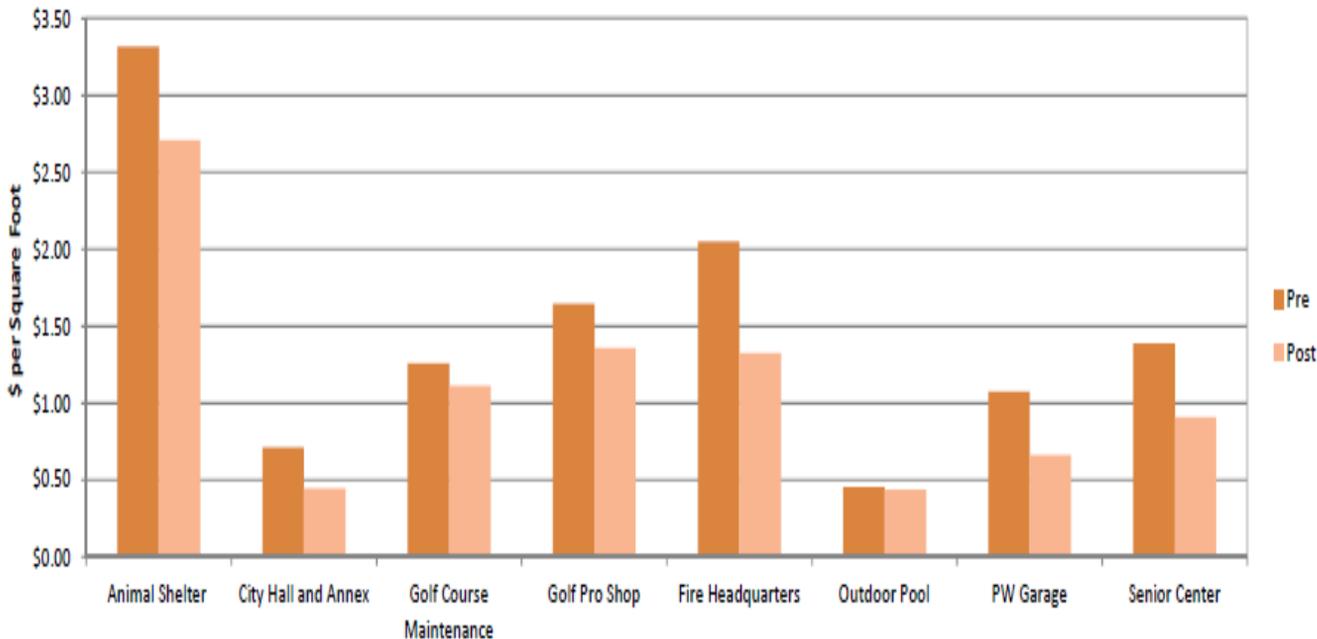
## Projected Savings - Schools

Project Impact on Total Utility Cost per Square Foot



## Projected Savings - City

Project Impact on Total Utility Cost per Square Foot



## Financial Overview

|                                                |             |
|------------------------------------------------|-------------|
| ➤ Total Implementation Cost                    | \$6,675,188 |
| ➤ Contingency                                  | \$66,752    |
| ➤ Total Financed Amount                        | \$6,741,940 |
| ➤ Finance Term                                 | 19 Years    |
| ➤ Annual Energy & Operational Savings          | \$395,375   |
| ➤ Total Utility Incentive Estimate (Projected) | \$201,000   |
| ➤ Total Utility Incentive Estimate (Carried)   | \$150,000   |
| ➤ Estimated Annual Positive Cash Flow          | \$3,600     |



Thank you...

**RESOLUTION**

*VOTED:* WHEREAS, in the opinion of the City Council of the City of Gardner that the intent and purpose of the Community Development Housing Rehabilitation Program is to maintain safe, affordable housing units for low to moderate income families by financially assisting owners of such properties, it is therefore resolved that:

The Mayor is duly authorized to execute the Subordination for case #11-293 in amount of \$26,000.00 subject to review and approval as to form by the City Solicitor. The term of the loan is 15 years expiring on June 7, 2028.

9664



# CITY OF GARDNER

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING

June 7, 2016

Mr. James Walsh, Finance Committee Chair  
Gardner City Hall  
95 Pleasant Street  
Gardner, MA 01440

Dear President Walsh:

As part of the Community Development Block Grant housing rehabilitation lien process, the City routinely places a mortgage on a property to secure the amount of the deferred payment loan. It is standard policy that the City's liens take a secondary position to other mortgages when the value of the rehabilitated property will support such mortgages.

The property owner is in the process of securing a line of credit to make additional home improvements. As the mortgage company involved would like to retain first position on the title, a Subordination Agreement is being submitted for Mayor Mark P. Hawke's signature.

As it requires a vote by the City Council authorizing the Mayor to execute this agreement, upon approval by the Finance Committee, I respectfully request that the Council approve the attached resolution pertaining to a subordination request.

Sincerely,

Jennifer Dymek  
Assistant Director

Enc.

In 2013, a housing rehab project was completed for a Gardner resident in the Urban Renewal Target area. The City placed a lien on the property, in the amount of \$26,000. The City lien is currently in second position on the title, behind a bank mortgage.

The homeowner would like to establish a line of credit to make additional repairs to the home (new garage doors, new bulkhead, tree removal, new vent hood for stove, new coil for furnace, new electric plugs, etc). The bank is requesting that the City move to third position through this subordination request.

The Department requires the homeowner to provide a letter stating that they are still maintaining their property and also requires the bank to provide a copy of the appraisal and a statement of proposed closing costs. This is done to ascertain that there is enough equity on the property to satisfy the first mortgage and the City's mortgage in the event of a sale and also to be sure that the homeowner is not taking equity out of the property.

The documents were provided and reviewed and the Department supports a subordination on the property as the homeowner is in compliance with all required terms.

## Alan Agnelli

---

**From:** Jennifer Dymek  
**Sent:** Tuesday, June 07, 2016 2:51 PM  
**To:** Alan Agnelli  
**Subject:** Finance Committee Agenda  
**Attachments:** Subordination details\_2016.doc; SUBORDINATION\_COUNCIL\_2016.doc

Good afternoon Alan,

Attached is a subordination request to present to the Finance Committee. I have also included some additional detail. In this particular case, the bank is asking the City to move into 3<sup>rd</sup> position on the title because the homeowner is adding a line of credit, not refinancing the first mortgage which is what is typically requested.

There is enough equity on the property to cover the homeowner's first mortgage, line of credit and the City's lien so the Department is comfortable submitting this request for subordination.

Should you have any questions, please do not hesitate to contact me.

Thank you,  
Jen

Jennifer Dymek  
Assistant Director  
Department of Community Development & Planning  
115 Pleasant Street, Room 202  
Gardner, MA 01440  
Office: 978.630.4011, option 1  
Fax: 978.632.1905  
[jdymek@gardner-ma.gov](mailto:jdymek@gardner-ma.gov)  
[www.gardner-ma.gov](http://www.gardner-ma.gov)

Bid packages: [http://www.gardner-ma.gov/Pages/GardnerMA\\_CommDev/rfps/bids](http://www.gardner-ma.gov/Pages/GardnerMA_CommDev/rfps/bids)

(Note when responding that the Massachusetts State Secretary has determined that e-mail is a public record.)

The test of our progress is not whether we add more to the abundance of those who have much; it is whether we provide enough for those who have too little. FDR

**DECLARING SURPLUS FOR PURPOSE OF DISPOSAL  
LAND AND BUILDINGS AT 185 WASHINGTON STREET**

***VOTED:*** To declare surplus for the purpose of disposal, in accordance with prevailing General Laws, all land and buildings at 185 Washington Street, further identified on the City of Gardner Assessor's Map as R22-16-33, to establish as a minimum amount of \$15,000.00 to be paid for any conveyance of said property, and to authorize the Mayor to convey said land, or part thereof, for such amount or a larger amount, and upon such other terms as the mayor shall consider proper in accordance with this Vote.

9665

# City of Gardner, *Executive Department*

Mark Hawke, Mayor

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2016 JUN 13 A 8:22

CITY CLERKS OFFICE  
GARDNER, MA

June 13, 2016

James M. Walsh, President  
And City Councilors  
95 Pleasant Street  
Gardner, MA 01440

RE: Tax Title Property, 185 Washington Street

Dear President Walsh and Councilors,

The subject property carries an assessed value of \$106,900 and was taken through the tax title process for \$15,996.71.

Given the extremely low dollar amount of the tax title taking and the cost of needed repairs to the property required to make it habitable again, the recommendation is to declare the property surplus and set a minimum bid amount of \$15,000.

Respectfully,

Mark Hawke  
Mayor, City of Gardner



**CITY OF GARDNER**  
**Treasurer/Collector's Department**

---

Charline M. Daigle, Treasurer/Collector  
95 Pleasant Street, Room 116  
Gardner, MA 01440  
Tel: 978-630-4016 • Fax: 978-630-2520

June 3, 2016

**To:** Mayor Mark Hawke  
City Auditor  
Board of Assessors

**Fr:** Charline M. Daigle, Treasurer/Collector

**Re:** 185 Washington Street  
Parcel ID# R22-00016-00033

The Land Court has issued the final decree on April 12, 2016 foreclosing the tax title in the City's tax lien foreclosure case against the above property. The decree was recorded with the Worcester Registry of Deeds on May 3, 2016, Book 55275 Page 27. The total tax due excluding Treasurer's interest and costs is \$15,996.71 in Tax Title and FY 16 Taxes are \$2,509.67.

My recommendation is to declare the property surplus so the property can be put out to bid and returned to the tax roll as soon as possible.

The Building Inspector has been notified of the foreclosing and property insurance is in the process of being purchased.

cc: Building Inspector

185 Washington St

[SEAL]

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

Case No.: 13 TL 146436



2016 00044311

Bk: 55275 Pg: 27

Page: 1 of 1 05/03/2016 09:10 AM WD

JUDGMENT IN TAX LIEN CASE

City of Gardner

vs.

Melissa Mazzafero, Michael Fusco

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Gardner in Worcester County and said Commonwealth:

| <u>Land Type</u> | <u>Tax Taking Date</u> | <u>Book No.</u> | <u>Page No.</u> | <u>Document No.</u> | <u>Certificate of Title No.</u> |
|------------------|------------------------|-----------------|-----------------|---------------------|---------------------------------|
| Recorded         | 06/07/2012             | 49132           | 191             |                     |                                 |

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDED

Deborah J. Patterson  
Recorder

Entered: April 12, 2016



# CITY OF GARDNER MASSACHUSETTS 01440

95 PLEASANT STREET - ROOM 121  
TELEPHONE (978) 630-4058  
FACSIMILE (978) 630-2589

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CITY CLERKS OFFICE  
GARDNER, MA

## APPLICATION FOR LICENSE TO COLLECT OR DEAL IN SECOND HAND ARTICLES

- New  Renewal  Change of Location

### APPLICANT INFORMATION

Applicant / Licensee Name: House of Peace and Education  
Applicant / Licensee Address: 20 Barthel Ave, Gardner Ma  
Applicant / Licensee phone number(s): 978:632-0400  
Applicant / Licensee E-mail: corobello@hopegardner.org  
Social Security number: \_\_\_\_\_ OR Business FID number \_\_\_\_\_

### ESTABLISHMENT INFORMATION

Establishment Name: HOPEful Boutique  
Establishment address (Current): 33 Parker St, Gardner Ma  
Establishment address (New, if applicable): \_\_\_\_\_  
Establishment Phone: 978-632-0400  
On-Site manager / contact person: Jessica McKinnon  
For which type of license(s) are you applying? \_\_\_\_\_

**Check all that apply to this Application:**

- SECONDHAND COLLECTOR** has the same meaning as the term "junk collector" in MGL c.140, § 56.  
 **SECONDHAND DEALER** has the same meaning as the term "junk dealer" and "keeper of a shop for the purchase, sale or barter of junk, old metals or secondhand articles" in MGL c. 140, § 54.

What types of articles will be purchased, stored, and/or sold? clothing,  
shoes, handbags

Where at the licensed address will the articles be stored, displayed, etc? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Massachusetts Sales & Use Tax Registration number: \_\_\_\_\_  
(Attach a copy of your Massachusetts Sales & Use Tax Registration Certificate)



# CITY OF GARDNER MASSACHUSETTS 01440

95 PLEASANT STREET - ROOM 121  
TELEPHONE (978) 630-4058  
FACSIMILE (978) 630-2589

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CITY CLERKS OFFICE  
GARDNER, MA

## APPLICATION FOR LICENSE TO COLLECT OR DEAL IN SECOND HAND ARTICLES

New  Renewal  Change of Location

### APPLICANT INFORMATION

Applicant / Licensee Name: BRIAN P. TANGUAY  
Applicant / Licensee Address: 19 CONNORS ST  
Applicant / Licensee phone number(s): 978-632-1362  
Applicant / Licensee E-mail: BRIAN@TANGUAYJEWELERS.COM  
Social Security number: \_\_\_\_\_ OR Business FID numt \_\_\_\_\_

### ESTABLISHMENT INFORMATION

Establishment Name: TANGUAY JEWELERS  
Establishment address (Current): 19 CONNORS ST  
Establishment address (New, if applicable): \_\_\_\_\_  
Establishment Phone: 978-632-1362  
On-Site manager / contact person: BRIAN  
For which type of license(s) are you applying? \_\_\_\_\_

#### Check all that apply to this Application:

- SECONDHAND COLLECTOR has the same meaning as the term "junk collector" in MGL c.140, § 56.
- SECONDHAND DEALER has the same meaning as the term "junk dealer" and "keeper of a shop for the purchase, sale or barter of junk, old metals or secondhand articles" in MGL c. 140, § 54.

What types of articles will be purchased, stored, and/or sold? GOLD, SILVER, & DIAMONDS  
JEWELRY & WATCHES

Where at the licensed address will the articles be stored, displayed, etc? \_\_\_\_\_  
IN THE SAFE!

Massachusetts Sales & Use Tax Registration number: \_\_\_\_\_  
(Attach a copy of your Massachusetts Sales & Use Tax Registration Certificate)

# ORDINANCE

1 AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 600  
2 THEREOF, ENTITLED "VEHICLES AND TRAFFIC."

3

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

5

6 Section 1. Section 600-28 of Chapter 600, Vehicles and Traffic, Parking Time Limited in  
7 Designated Spaces, of the Code of the City of Gardner, is amended by adding the following:

8

9 D. Two Hour Parking. No person shall park a vehicle for a period of time longer than  
10 two hours on the following described streets or parts thereof between the hours of 9:00  
11 a.m. and 6:00 p.m., except on Sundays and holidays:

12

|                     |       |                                                                                                                  |
|---------------------|-------|------------------------------------------------------------------------------------------------------------------|
| 13 City Hall Avenue | North | Beginning 33 feet from the corner of<br>14 Connors Street easterly for a distance<br>15 of 115 feet (10 spaces). |
|---------------------|-------|------------------------------------------------------------------------------------------------------------------|

16

17 Section 2. The Code of the City of Gardner is hereby amended by deleting and repealing § 600-  
18 29 (B), Police Vehicle Parking Only.

19

20 Section 3. Section 600-32 of Chapter 600, Vehicles and Traffic, Angle Parking, of the Code of  
21 the City of Gardner, is hereby amended by deleting and repealing the following:

22

| Name of Street      | Side  | Location                                                                                                                                                                                                           |
|---------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23 City Hall Avenue | North | Beginning 33 feet from the corner of<br>24 Connors Street easterly for a distance<br>25 of 115 feet (10 parking spaces), in<br>26 front of the police station for police<br>27 cruiser and official business only. |

28

|                     |       |                                   |
|---------------------|-------|-----------------------------------|
| 29 City Hall Avenue | South | 151.5 feet from Pleasant Street a |
|---------------------|-------|-----------------------------------|

# ORDINANCE

---

30 distance of 42 feet (4 angle spaces)  
31 (police business only).

32

33 Section 4. Section 600-32 of Chapter 600, Vehicles and Traffic, Angle Parking, of the Code of  
34 the City of Gardner, is amended by adding thereto the following:

35

|    |                  |       |                                     |
|----|------------------|-------|-------------------------------------|
| 36 | City Hall Avenue | South | 130 feet from Pleasant Street, a    |
| 37 |                  |       | distance of 63 feet (6 spaces).     |
| 38 |                  |       | Vehicles shall not remain in spaces |
| 39 |                  |       | longer than 12 hours.               |

40

41 Section 5. This Ordinance shall take effect upon passage and publication as required by law.

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE SALARY AND LABOR BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the various departments, Salary and Labor budgets, according to the detailed schedule hereto annexed and made a part of this money order in the amount of TEN MILLION, FOUR HUNDRED THIRTY-SEVEN THOUSAND, THREE HUNDRED NINETY-ONE DOLLARS (\$10,437,391.00)

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE VARIOUS DEPARTMENTS FOR THE EXPENSE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the various departments, other than what was presented to City Council in the Salary and Labor budget, according to the detailed schedule hereto annexed and made a part of this money order in the amount of EIGHTEEN MILLION, EIGHT HUNDRED NINETY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$18,890,266.00)

AN ORDER TO RAISE AND APPROPRIATE A SUM OF MONEY FOR THE SCHOOL DEPARTMENT BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017.

*ORDERED:*

To raise and appropriate for the expense of the City of Gardner for the Fiscal Year beginning July 1, 2016 to June 30, 2017 sums as designated for the expenditures of the School Department according to the detailed schedule hereto annexed and made a part of this money order in the amount of TWENTY-TWO MILLION, SIXTY-SEVEN THOUSAND, NINE HUNDRED FIFTY-TWO DOLLARS (\$22,067,952.00)

9644

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-  
PARKING METER RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE  
FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017

*ORDERED:*

That there be and is hereby appropriated for the Fiscal Year beginning July 1,  
2016 to June 30, 2017 the sum of SEVENTY THOUSAND, SIX HUNDRED NINETY  
DOLLARS (\$70,690.00) from Available Funds-Parking Meter Receipts Reserved to the  
following accounts:

|                |                            |              |
|----------------|----------------------------|--------------|
| City Treasurer | Parking Meter Clerk Salary | \$ 10,690.00 |
| City Treasurer | Parking Meter Maintenance  | 20,000.00    |
| Public Works   | Parking Meter Maintenance  | 40,000.00    |

9645

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE FUNDS-  
CABLE COMMISSION FEES RESERVED TO CABLE COMMISSION BUDGET  
FOR THE FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017

*ORDERED:*

That there be and is hereby appropriated for the Fiscal Year beginning July 1,  
2016 to June 30, 2017 the sum of ONE HUNDRED SEVENTY-SIX THOUSAND, FIVE  
HUNDRED FOUR DOLLARS (\$176,504.00) from Available Funds-Cable Commission  
Fees Reserved to the Cable Commission budget.

AN ORDER APPROPRIATING A SUM OF MONEY FROM AVAILABLE ENTERPRISE FUNDS-VARIOUS RECEIPTS RESERVED TO VARIOUS ACCOUNTS FOR THE FICAL YEAR BEGINNING JULY 1, 2016 TO JUNE 30, 2017

ORDERED:

That there be and is hereby appropriated for the Fiscal Year beginning July 1, 2016 to June 30, 2017 the sum of EIGHT MILLION, EIGHT HUNDRED NINETEEN THOUSAND, ONE HUNDRED EIGHTY-ONE DOLLARS (\$8,819,181.00) from Available Enterprise Funds-Receipts Reserved to the following accounts:

|                  |                 |                |
|------------------|-----------------|----------------|
| Sewer Dept       | Enterprise Fund | \$2,826,423.00 |
| Water Dept       | Enterprise Fund | 3,796,195.00   |
| Golf Course      | Enterprise Fund | 752,072.00     |
| Landfill Closure | Enterprise Fund | 87,000.00      |
| Solid Waste      | Enterprise Fund | 1,357,491.00   |

AUTHORIZING FY2017 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, 2016 to June 30, 2017 in accordance with M.G.L. Chapter 44, section 53E½:

| Revolving Fund                           | Authorized to Expend      | Revenue Source                                  | Purpose of Fund                                                            | Spending Limit                                   |
|------------------------------------------|---------------------------|-------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------|
| Airport Fuel                             | Airport Commission        | Sale of airplane fuel                           | Purchase of fuel, airport programs, and improvements                       | Available balance or \$20,000, whichever is less |
| Wetland Protection                       | Conservation Commission   | Local wetland filing fees                       | Costs associated with wetland protection activities                        | Available balance or \$20,000, whichever is less |
| Council on Aging Recreational Activities | Council on Aging Director | Recreation Fees                                 | Salaries and expenses relating to recreational activities at Senior Center | Available balance or \$20,000, whichever is less |
| Gardner's Summer Celebration             | Mayor                     | Collections and donations                       | Costs associated with Gardner's Summer Celebration                         | Available balance or \$20,000, whichever is less |
| Planning Board Publications              | Planning Board            | Sale of Planning Board publications             | Preparation and production of Planning Board publications                  | Available balance or \$3,000, whichever is less  |
| Road Resurfacing                         | Public Works Director     | Fees charged for cutting into newly paved roads | Costs associated with road resurfacing and road maintenance                | Available balance or \$20,000, whichever is less |
| High School Summer Football Camp         | School Department         | Camp fees and donations                         | Salaries and expenses for the High School Summer Football Camp             | Available balance or \$20,000, whichever is less |
| Summer Basketball Camp                   | School Department         | Camp fees and donations                         | Salaries and expenses for the Summer Basketball Camp                       | Available balance or \$12,000, whichever is less |
| Transportation                           | School Department         | Bus passes and fees for transportation          | Salaries and expenses relating to school transportation                    | Available balance or \$20,000, whichever is less |

As per M.G.L., interest earned on these funds 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<sup>st</sup>, 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.

9641-9646

## FY2017 BUDGET MONEY ORDERS

|                                               |                 | BUDGET<br>2017       |
|-----------------------------------------------|-----------------|----------------------|
| SCHOOL EXPENSES                               |                 | \$ 22,067,952.00     |
| SALARY AND WAGES                              |                 | \$ 10,437,391.00     |
| EXPENSES (INCL: PENSIONS / DEBT / INSURANCES) |                 | \$ 18,890,266.00     |
| CABLE COMMISSION                              |                 | \$ 176,504.00        |
| <b>PARKING METER (BELOW)</b>                  |                 |                      |
| CITY TREASURER PARKING METER CLERK SALARY     | \$ 10,690.00    |                      |
| CITY TREASURER PARKING METER MAINT.           | \$ 20,000.00    |                      |
| PUBLIC WORK PARKING METER MAINT.              | \$ 40,000.00    | \$ 70,690.00         |
| <b>ENTERPRISE FUNDS (BELOW)</b>               |                 |                      |
| SEWER DEPT FUND                               | \$ 2,826,423.00 |                      |
| WATER DEPT FUND                               | \$ 3,796,195.00 |                      |
| GOLF COURSE FUND                              | \$ 752,072.00   |                      |
| LANDFILL CLOSURE FUND                         | \$ 87,000.00    |                      |
| SOLID WASTE FUND                              | \$ 1,357,491.00 | \$ 8,819,181.00      |
| <br>TOTAL                                     |                 | <br>\$ 60,461,984.00 |

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 428, THEREOF, ENTITLED HAWKERS AND PEDDLERS, TO ADD A NEW ARTICLE PROVIDING FOR DOOR-TO-DOOR SOLICITORS.

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

Section I.

Section 428 of the Code of the City of Gardner is hereby amended by adding new Article III, Door-to-Door Solicitors, to read as follows:

§ 428-7. Purpose.

It is the purpose of this chapter is to regulate persons or organizations engaged in door-to-door soliciting in the City of Gardner through the issuance and imposition of other limitations on such conduct for the purpose of protecting the city's residents from disruption of the peaceful enjoyment of their residences and from crime and fraud, and further, to allow reasonable access to residents in their homes by persons or organizations who wish to engage in commercial solicitation.

§ 428-8. Definitions.

A door-to-door solicitor or solicitor as used herein is defined as any individual, whether a resident of the City of Gardner or not, traveling either by foot, motor vehicle, or any other type of conveyance, from place to place, house to house, taking or attempting to take orders for sale of goods, wares, merchandise, personal property of any nature for immediate or future delivery, or for services or utilities to be furnished or performed immediately or in the future on behalf of themselves or another person or business and whether or not he or she collects advance payments on such sales.

§ 428-9. License required.

It shall be unlawful for any solicitor as defined in § 428-8 of this chapter to engage in such business in the City of Gardner without first obtaining a license in compliance with the provisions of this chapter. Such license shall be obtained from the chief of police, and upon payment of a one hundred dollar (\$100.00) license fee. This requirement shall not apply to any door-to-door solicitation of newspapers, religious publications, ice, flowering plants and flowers, and wild fruits, nuts and berries. This requirement shall further not apply to an individual licensed by the Commonwealth pursuant to M.G.L. c. 101, § 22 and conducting sales in accordance with said license, provided that such licensees shall be subject to § 428-13 and § 428-15 of this chapter and any other applicable city ordinance or regulation.

Any person who is not properly licensed under this chapter shall be ordered to immediately cease and desist all solicitation in the city until they attain a proper license.

Nothing in this chapter shall be construed to impose any license requirement or otherwise restrict or in any way regulate any activity for noncommercial purposes, including but not limited to any activity for religious, charitable, civic or political purposes, regardless of whether such activity includes acts that would otherwise constitute soliciting. Nor shall anything in this chapter be construed to impose any license requirement or otherwise restrict or in any way regulate any person under the age of eighteen (18), who is not engaged in an organized business, either individually or as an employee, from conducting any activity related to taking or attempting to take orders for sale of personal services (such as babysitting, snow shoveling, lawn mowing, or yard maintenance) to be furnished or performed immediately or in the future

§ 428-10. Application and fee.

A. Each individual applicant for a license under this chapter shall submit to the chief of police or his/her designee an application along with a fee of one hundred dollars (\$100.00) (per individual applicant) payable to the City of Gardner which will be used to cover the cost of processing permits and conducting the investigation of the application.

B. Each applicant must complete a sworn application in writing, at least ten working days prior to the requested starting date for solicitation, on a form provided by the police department. Said form shall include the following information:

1. Name, physical description, and date of birth;
2. Social Security number of the applicant;
3. Permanent home address as well as full local address for the applicant;
4. A brief description of the nature of the business and/or goods to be sold;
5. If employed, name and address of employer, including credentials which establish the exact relationship;
6. The length of time for which the license is desired (not to exceed ninety days);
7. Names of manufacturer, of source of merchandise, and proposed method of delivery;
8. Two photographs of the applicant, taken within the past sixty days prior to filing of the application, showing only the head and shoulders of the applicant in a clear and distinguishing manner;
9. A statement as to whether or not the applicant has been convicted of any crime listed in § 428-11 of the chapter or is a level 2 or level 3 sex offender required to register with the Sex Offender Registry Board.

§ 428-11. Investigation and issuance of license.

A. If after an investigation into the facts contained in the license application the police chief is satisfied the applicant is of suitable character, the police chief, or his designee, shall grant the requested license.

B. The police chief or his designee shall refuse to issue a license to any organization or individual whose license has been revoked for violation of this chapter within the previous two-year period or who has been convicted of murder/manslaughter, rape, robbery, arson, burglary/breaking and entering, felony assault, or larceny over two hundred fifty dollars, as such persons pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of the violent crimes so listed. The police chief shall also refuse to grant a license to a person who is a sex offender required to register with the Sex Offender Registry Board and who is finally classified as level 2 or level 3 sex offender, as such persons have been found to have a moderate to high risk of re-offense and pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of sex crimes.

§ 428-12. Identification card.

The police department, after a review of the information contained in the license application, but in no event more than ten working days after receipt of a fully completed application, shall issue to each qualified applicant an identification card which shall contain the words "licensed solicitor," the individual's picture, identification and expiration date of the license. Persons engaged in solicitation or peddling as defined in this chapter must carry the registration card while soliciting or peddling and present the card to any police officer or person solicited upon request.

§ 428-13. Solicitation hours & Daily Check-in.

A properly licensed solicitor shall check in with the Gardner Police Department on each day during which he or she seeks to solicit to provide the geographic area of the city in which the solicitation will take place. On such days, the solicitor may only solicit between the following hours:

- A. Monday through Friday: 9:00 A.M. through 7:00 P.M.
- B. Saturday, Sunday and holidays: 10:00 A.M. through 6:00 P.M.

§ 428-14. Records.

The chief of police shall maintain all pertinent records of licenses issued and violations recorded.

§ 428-15. - Enforcement and penalties.

- A. Whoever continues to solicit in the city in willful violation of this chapter, by continuing to solicit after being informed by a police officer to cease and desist, may be arrested without a warrant by a police officer in accordance with the provisions of M.G.L. c. 272, § 59, and subject to a fine of three times the application fee up to but not to exceed three hundred dollars for each violation.
- B. Notwithstanding the above licensing procedures, no licensee may enter private property after being forbidden to do so either directly by the person in charge of the property or by a conspicuously posted notice of "No Trespassing" or "No Soliciting." Such trespass violations are controlled by M.G.L. c. 266, § 120, which authorizes the arrest (without a warrant) of a person found committing such a trespass in the presence of a police officer.
- C. After investigation by a police officer, licenses issued under the provisions of this chapter may be revoked by the chief of police or his designee after notice and hearing; provided, however, that a license may be suspended immediately, without notice and a hearing, if the public safety or welfare so requires, for any of the following causes:
  - (1) Fraud, misrepresentation, or false statement contained in the license application;
  - (2) Fraud, misrepresentation, or false statements made in the course of carrying on the business of solicitation;
  - (3) Any violation of this chapter;
  - (4) Conviction of any crime listed in § 428-11 of this chapter or classification as a Level 2 or Level 3 sex offender;
  - (5) Conducting the business of soliciting or peddling in an unlawful manner or in such a manner as to constitute a breach of the peace, or to constitute a menace to health, safety, or the general welfare of the public; and
  - (6) High-pressure tactics, harassment, or a refusal to accept a refusal as an answer, when verified in writing.
- D. If a license is suspended under the provisions of this section, notice of a hearing with regard to the same shall be given forthwith in accordance with the following subsections:
  - (1) Notice of hearing for revocation or suspension of a license shall be given in writing, setting forth specifically the grounds of the complaint and a time and place of the hearing.
  - (2) Such notice shall be hand delivered to the licensee or forwarded by certified mail to the licensee at his or her last known address at least five days prior to the hearing date.
- E. The liability for any fine instituted in accordance herewith shall be joint and several between the individual and any other individual or entity on whose behalf the solicitation is being conducted.

- F. Pursuant to M.G.L. c. 40, § 21D, in lieu of a criminal disposition of any violation of this Ordinance, the City of Gardner, by and through its Police Department, may give to any offender a notice to appear before the Clerk of the Gardner District Court not later than 21-days after the date of the notice to appear.

§ 428-16. - Expiration of license.

All licenses for soliciting in the city are valid only for the particular dates or time period specified thereon, and in no case for longer than ninety days.

§ 428-17. - Appeals.

Any person or organization who is denied a license or whose license has been revoked may appeal by filing a written notice of appeal with the City of Gardner Police Chief or his or her designee. Such appeal must be filed within five days after receipt of the notice or denial or revocation. Within five business days, the Chief or his or her designee shall hear the appeal; provided, however, that if the Chief or his or her designee fails to make a determination within thirty days after the filing of the appeal, the license shall be deemed granted or reinstated, as the case may be.

§ 428-18. - Severability.

The provisions of this chapter are declared to be severable, and if any section, sentence, clause or phrase of this chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this chapter they shall remain in effect, it being the legislative intent that this chapter shall stand, notwithstanding the invalidity of any part.

Section 2. Section 428-4 of the Code of the City of Gardner is amended by deleting subsection B in its entirety and replacing it to read as follows:

B. Licensed Hawkers and Peddlers may operate within 1000' of a park or playground on any day of the week upon written approval of the Director of Public Works, if the Director deems that public interest and/or convenience will be served.

Section 3. This Ordinance shall become effective upon passage and publication as required by law.

CITY OF GARDNER  
JUNE 10, 2016  
FIRST PRINTING

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 428, THEREOF, ENTITLED HAWKERS AND PEDDLERS, TO ADD A NEW ARTICLE PROVIDING FOR DOOR-TO-DOOR SOLICITORS.**

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and conducting the investigation of the application.

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1. Name, physical description, and date of birth;
2. Social Security number of the applicant;
3. Permanent home address as well as full local address for the applicant;
4. A brief description of the nature of the business and/or goods to be sold;
5. If employed, name and address of employer, including credentials which establish the exact relationship;
6. The length of time for which the license is desired (not to exceed ninety days);
7. Names of manufacturer, of source of merchandise, and proposed method of delivery;
8. Two photographs of the applicant, taken within the past sixty days prior to filing of the application, showing only the head and shoulders of the applicant in a clear and distinguishing manner;
9. A statement as to whether or not the applicant has been convicted of any crime listed in § 428-11 of the chapter or is a level 2 or level 3 sex offender required to register with the Sex Offender Registry Board.

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B. The police chief or his designee shall refuse to issue a license to any organization or individual whose license has been revoked for violation of this chapter within the previous two-year period or who has been convicted of murder/manslaughter, rape, robbery, arson, burglary/breaking and entering, felony assault, or larceny over two hundred fifty dollars, as such persons pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of the violent crimes so listed. The police chief shall also refuse to grant a license to a person who is a sex offender required to register with the Sex Offender Registry Board and who is finally classified as level 2 or level 3 sex offender, as such persons have been found to have a moderate to high risk of re-offense and pose a substantial degree of dangerousness to minors and other persons vulnerable to becoming victims of sex crimes.

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**§ 428-13. Solicitation hours & Daily Check-in.**

A properly licensed solicitor shall check in with the Gardner Police Department on each day during which he or she seeks to solicit to provide the geographic area of the city in which the solicitation will take place. On such days, the solicitor may only solicit between the following hours:

- A. Monday through Friday: 9:00 A.M. through 7:00 P.M.
- B. Saturday, Sunday and holidays: 10:00 A.M. through 6:00 P.M.

**§ 428-14. Records.**

The chief of police shall maintain all pertinent records of licenses issued and violations recorded.

**§ 428-15. - Enforcement and penalties.**

A. Whoever continues to solicit in the city in willful violation of this chapter, by continuing to solicit after being informed by a police officer to cease and desist, may be arrested without a warrant by a police officer in accor-

dance with the provisions of M.G.L. c. 272, § 59, and subject to a fine of three times the application fee up to but not to exceed three hundred dollars for each violation.

B. Notwithstanding the above licensing procedures, no licensee may enter private property after being forbidden to do so either directly by the person in charge of the property or by a conspicuously posted notice of "No Trespassing" or "No Soliciting." Such trespass violations are controlled by M.G.L. c. 266, § 120, which authorizes the arrest (without a warrant) of a person found committing such a trespass in the presence of a police officer.

C. After investigation by a police officer, licenses issued under the provisions of this chapter may be revoked by the chief of police or his designee after notice and hearing; provided, however, that a license may be suspended immediately, without notice and a hearing, if the public safety or welfare so requires, for any of the following causes:

- (1) Fraud, misrepresentation, or false statement contained in the license application;
- (2) Fraud, misrepresentation, or false statements made in the course of carrying on the business of solicitation;
- (3) Any violation of this chapter;
- (4) Conviction of any crime listed in § 428-11 of this chapter or classification as a Level 2 or Level 3 sex offender;
- (5) Conducting the business of soliciting or peddling in an unlawful manner or in such a manner as to constitute a breach of the peace, or to constitute a menace to health, safety, or the general welfare of the public; and
- (6) High-pressure tactics, harassment, or a refusal to accept a refusal as an answer, when verified in writing.

D. If a license is suspended under the provisions of this section, notice of a hearing with regard to the same shall be given forthwith in accordance with the following subsections:

- (1) Notice of hearing for revocation or suspension of a license shall be given in writing, setting forth specifically the grounds of the complaint and a time and place of the hearing.
- (2) Such notice shall be hand delivered to the licensee or forwarded by certified mail to the licensee at his or her last known address at least five days prior to the hearing date.

E. The liability for any fine instituted in accordance herewith shall be joint and several between the individual and any other individual or entity on whose behalf the solicitation is being conducted.

F. Pursuant to M.G.L. c. 40, § 21D, in lieu of a criminal disposition of any violation of this Ordinance, the City of Gardner, by and through its Police Department, may give to any offender a notice to appear before the Clerk of the Gardner District Court not later than 21-days after the date of the notice to appear.

§ 428-16. - Expiration of license.

All licenses for soliciting in the city are valid only for the particular dates or time period specified thereon, and in no case for longer than ninety days.

§ 428-17. - Appeals.

Any person or organization who is denied a license or whose license has been revoked may appeal by filing a written notice of appeal with the City of Gardner Police Chief or his or her designee. Such appeal must be filed within five days after receipt of the notice or denial or revocation. Within five business days, the Chief or his or her designee shall hear the appeal; provided, however, that if the Chief or his or her designee fails to make a determination within thirty days after the filing of the appeal, the license shall be deemed granted or reinstated, as the case may be.

§ 428-18. - Severability.

The provisions of this chapter are declared to be severable, and if any section, sentence, clause or phrase of this chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the

remaining sections, sentences, clauses and phrases of this chapter they shall remain in effect, it being the legislative intent that this chapter shall stand, notwithstanding the invalidity of any part.

Section 2. Section 428-4 of the Code of the City of Gardner is amended by deleting subsection B in its entirety and replacing it to read as follows:

B. Licensed Hawkers and Peddlers may operate within 1000' of a park or playground on any day of the week upon written approval of the Director of Public Works, if the Director deems that public interest and/or convenience will be served.

Section 3. This Ordinance shall become effective upon passage and publication as required by law.

A TRUE COPY, ATTEST:  
ALAN L. AGNELLI, CITY CLERK

jun10-11

# ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171 THEREOF, ENTITLED "PERSONNEL," TO CHANGE THE COMPENSATION OF THE DIRECTOR OF PUBLIC HEALTH

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

Section 1. Section 171-68 of Chapter 171, Personnel, of the Code of the City of Gardner is hereby amended to change the compensation of the Director of Public Health to read as follows:

A. Department Heads

|                           |                     |                 |               |
|---------------------------|---------------------|-----------------|---------------|
|                           |                     | <u>04/19/16</u> |               |
|                           |                     | <u>Annual</u>   | <u>Weekly</u> |
| Council on Aging Director |                     | \$52,179.00     | \$1,003.44    |
|                           |                     | <u>05/25/16</u> |               |
|                           |                     | <u>Annual</u>   | <u>Weekly</u> |
| Director of Public Health | Step 1              | \$65,000.00     | \$1,250.00    |
|                           | Step 2 <sup>◇</sup> | \$72,500.00     | \$1,394.23    |

<sup>◇</sup>Increase to Step 2 upon receipt of Registered Sanitarian certification.

**CITY OF GARDNER  
FIRST PRINTING  
JUNE 10, 2016**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GARDNER, CHAPTER 171 THEREOF, ENTITLED "PERSONNEL," TO CHANGE THE COMPENSATION OF THE COUNCIL ON AGING DIRECTOR AND DIRECTOR OF PUBLIC HEALTH.**

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

**Section 1. Section 171-68 of Chapter 171, Personnel, of the Code of the City of Gardner is hereby amended to change the compensation of the Council on Aging Director and Director of Public Health to read as follows:**

**A. Department Heads**

|                                  |                 |                          |                   |
|----------------------------------|-----------------|--------------------------|-------------------|
|                                  |                 | <u>Effective 4/19/16</u> |                   |
|                                  |                 | <u>Annual</u>            | <u>Weekly</u>     |
| <b>Council on Aging Director</b> |                 | <b>\$52,179.00</b>       | <b>\$1,003.44</b> |
|                                  |                 | <u>Effective 5/25/16</u> |                   |
|                                  |                 | <u>Annual</u>            | <u>Weekly</u>     |
| <b>Director of Public Health</b> | <b>Step 1</b>   | <b>\$65,000.00</b>       | <b>\$1,250.00</b> |
|                                  | <b>Step 2</b> ◇ | <b>\$72,500.00</b>       | <b>\$1,394.23</b> |

**◇Increase to Step 2 upon receipt of Registered Sanitarian certification.**

**A TRUE COPY, ATTEST:  
ALAN L. AGNELLI, CITY CLERK**

**Jun10-1t**