

Greenfield City Council
November 16, 2022
235th Regular Meeting
6:30 p.m.
John Zon Community Center/Zoom Hybrid

AGENDA

To join meeting in person:

John Zon Community Center, 35 Pleasant St. Greenfield

To join the meeting via Zoom:

<https://greenfield-ma-gov.zoom.us/j/98386735754?pwd=VGFSQSFk2OE5Ld0gxVTQvb0tWTytkdz09>
Meeting ID 983 8673 5754

To join the meeting via phone:

Dial by your location
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 386 347 5053 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)
+1 719 359 4580 US
+1 253 215 8782 US (Tacoma)

Meeting ID: 983 8673 5754 Passcode: 077391

Find your local number: <https://greenfield-ma-gov.zoom.us/j/98386735754>

1. Call to Order

CHAIRS STATEMENT: This meeting is being recorded by the City Council and GCTV-17. If any other persons present are doing the same you must notify the chairperson at this time. In accordance with MGLc 30A SS 20(g) “No person shall address a meeting of a public body without permission of the Chair and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.”

2. Roll Call of Members

3. Pledge of Allegiance (voluntary)
4. Approval of minutes - None
5. Communications from Superintendent of Schools and School Committee (10 minutes)
- 5a. Questions from the Council for Superintendent of Schools and School Committee
6. Communications from Mayor, City Officers and Employees (10 minutes)
- 6a. Questions from the Council for Mayor
7. Communications from other City Employees as needed, by invitation:
Chief Assessor Randall Austin
Board of Assessors Joseph Ruggeri and James Geisman
8. Public Comment
9. Public Hearing(s) and Second Reading: **(Pg. 4)**
 - Appropriate \$2,500,000 from Free Cash to Capital Stabilization Fund 8402.
 - Appropriate \$200,000 from Free Cash to Compensated Absences Fund 8450.
 - Appropriate \$200,000 from Free Cash to Contract Stabilization Fund 8403.
 - Appropriate \$100,000 from Free Cash to General Stabilization Fund 8400.
 - Appropriate \$600,000 from Free Cash to reduce the FY2023 tax rate.
 - Transfer \$107,300 from Free Cash to FY23 General Fund Vehicle Fuel Accounts.
 - Appropriate \$8,500 from Sewer Retained Earnings to FY23 Sewer Vehicle Fuel Accounts.
 - Appropriate \$10,000 from Water Retained Earnings to FY23 Water Vehicle Fuel Accounts.
 - Appropriate \$14,387 from FY22 Reserve Fund to FY23 Weights and Measures Contracted Services.
 - To adopt a residential factor in accordance with the provisions of Massachusetts General Laws, Chapter 58, Section 1A, which shall be used by the Board of Assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property.
10. Motions, Orders, and Resolutions
 - I. Appropriate \$600,000 from Free Cash to reduce the FY2023 tax rate. **(Pg. 6)**
 - II. Fiscal Year 2023 Tax Classification – **(Pg. 8)**
 - Minimum Residential Factor
 - Residential Exemption
 - Small Commercial Exemption
 - III. Appropriate \$2,500,000 from Free Cash to Capital Stabilization Fund 8402. **(Pg. 32)**
 - IV. Appropriate \$200,000 from Free Cash to Compensated Absences Fund 8450. **(Pg. 34)**
 - V. Appropriate \$200,000 from Free Cash to Contract Stabilization Fund 8403. **(Pg. 36)**
 - VI. Appropriate \$100,000 from Free Cash to General Stabilization Fund 8400. **(Pg. 38)**
 - VII. Transfer \$107,300 from Free Cash to FY23 General Fund Vehicle Fuel Accounts. **(Pg. 40)**

- VIII. Appropriate \$8,500 from Sewer Retained Earnings to FY23 Sewer Vehicle Fuel Accounts. **(Pg. 44)**
 - IX. Appropriate \$10,000 from Water Retained Earnings to FY23 Water Vehicle Fuel Accounts. **(Pg. 46)**
 - X. Appropriate \$14,387 from FY22 Reserve Fund to FY23 Weights and Measures Contracted Services. **(Pg. 48)**
 - XI. Rescind Borrowing Authorities of \$500,000 for Construction of New Library (2nd Order). **(Pg. 56)**
 - XII. Resolution to Urge the Massachusetts General Court to pass H. 3053, An Act Relative to Tax Deeds, as filed in the 192nd Session. **(Pg. 58)**
 - XIII. Amend Code of Greenfield Chapter 408 – Vehicles and Traffic. **(Pg. 63)**
 - XIV. Amend Code for Greenfield Chapter 381- Stormwater Management. **(Pg. 67)**
 - XV. Amend Code for Greenfield Chapter 400 – Trees. **(Pg. 69)**
 - XVI. Amend Code for Greenfield (New) Chapter 410 – Vendors. **(Pg. 71)**
 - XVII. Mayor’s Appointments and Re-Appointments – Commission on Disability Access, Lynne Kelley; Human Rights Commission, Grady VerPlanck; Task Force Against Domestic Violence, Katie Rosewarne; plus 22 Re-Appointments. **(Pg. 82)**
-
11. Presentation of Petitions and Similar Papers
 12. Report of Committees
 13. Unfinished Business
 14. Old Business
 15. New Business
First Reading **(Pg. 90)**
 - Repurpose \$67,060.51 from School Department Capital Accounts for School Phone System.
 - Appropriate \$100,000 from Free Cash to Contract Stabilization Fund 8403.
 16. Motions for Reconsideration
 17. Adjournment

EXECUTIVE SESSION MAY BE CALLED

****Please note that the list of topics was comprehensive at the time of posting, however, the public body may consider and take action on unforeseen matters not specifically named in this notice. Posted in accordance with M.G.L.c 30A § 18-25.***

PUBLIC HEARING

In accordance with Home Rule Charter, the Greenfield City Council will hold a public hearing on Wed., November 16, 2022, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/98386735754?pwd=VGFEQSFk2OE5Ld0gxVTQvb0tWTytkdz09> Meeting ID 983 8673 5754 to receive public input on the following:

- Appropriate \$2,500,000 from Free Cash to Capital Stabilization Fund 8402.
- Appropriate \$200,000 from Free Cash to Compensated Absences Fund 8450.
- Appropriate \$200,000 from Free Cash to Contract Stabilization Fund 8403.
- Appropriate \$100,000 from Free Cash to General Stabilization Fund 8400.
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- Appropriate \$10,000 from Water Retained Earnings to FY23 Water Vehicle Fuel Accounts.
- Appropriate \$14,387 from FY22 Reserve Fund to FY23 Weights and Measures Contracted Services.

The City Council may consider the same on Wed., November 16, 2022, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/98386735754?pwd=VGFEQSFk2OE5Ld0gxVTQvb0tWTytkdz09> Meeting ID 983 8673 5754. Materials can be obtained from the City Clerk's Office, 14 Court Sq. from 9:00 a.m.-4:00 p.m., Mon. - Fri. or phone 413-772-1555, x. 6163.

Sheila Gilmour, Greenfield City Council President

PUBLIC HEARING

The Greenfield City Council will hold a public hearing on Wednesday, November 16, 2022, at 6:30 pm, at John Zon Community Center, 35 Pleasant St., and via Zoom: <https://greenfield-ma-gov.zoom.us/j/98386735754?pwd=VGFEQSFk2OE5Ld0gxVTQvb0tWTytkdz09> Meeting ID 983 8673 5754 to adopt a residential factor in accordance with the provisions of Massachusetts General Laws, Chapter 58, Section 1A, which shall be used by the Board of Assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property.

The Assessors shall provide all information and data relevant to making such determination and the fiscal effect of the available alternatives.

The hearing is required under Section 56 of Chapter 40, Massachusetts General Laws.

Sheila Gilmour, Greenfield City Council President

City Council – Second Reading- November 16, 2022

- Appropriate \$2,500,000 from Free Cash to Capital Stabilization Fund 8402.
- Appropriate \$200,000 from Free Cash to Compensated Absences Fund 8450.
- Appropriate \$200,000 from Free Cash to Contract Stabilization Fund 8403.
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- Appropriate \$14,387 from FY22 Reserve Fund to FY23 Weights and Measures Contracted Services.

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order
To Appropriate \$600,000 to Reduce the FY23 Tax Rate

Ordered, that:

The sum of \$600,000 be appropriated from Free Cash to reduce the FY 2023 tax rate.

Majority Vote Required (7).

Explanation of supporting rationale:

Attachment:

1. Memo from Liz Gilman
2. Five Year Personal Property History



City of
GREENFIELD, MASSACHUSETTS



FINANCE DEPARTMENT

Liz Gilman

Finance Director

City Hall • 14 Court Square • Greenfield, MA 01301

Phone 413-772-1504 • Fax 413-772-1519

liz.gilman@greenfield-ma.gov • www.greenfield-ma.gov

Date: September 26, 2022

To: City Council

Cc: Mayor Wedegartner

Fr: Liz Gilman

Re: FY23 Financial Order to Reduce the Tax Rate

Attached is a Financial Order from Free Cash to reduce the FY23 Tax rate \$600,000.

As I mentioned in the memo on FY22 Revenue and Expenditures, there was an omission on the FY22 Recap of a Utility Personal Property bill. Chief Assessor Randall Austin found the omission and sent an invoice (which was paid by the utility company).

It is not unusual to have subsequent commitments after the Tax Recap is done, however the amount of this subsequent commitment was sizable and did contribute to the amount of Free Cash. I have attached a five year history of personal property tax that demonstrates this.

Since this utility bill is part of the taxable base, the Mayor and I are recommending to reduce the FY23 Tax Rate from Free Cash in the amount of \$600,000.

It is the right thing to do.

The City will need two City Council meetings in October to accomplish this. The timing is good to coordinate a second meeting for discussion on the tax rate.

I have also attached a tally of the free cash orders that have been submitted.

CITY OF GREENFIELD
PERSONAL PROPERTY TAX 5 YEAR HISTORY

	FY18	FY19	FY20	FY21	FY22
BUDGET	1,982,985	1,999,342	2,108,829	2,177,918	2,050,460
REVENUE	1,956,036	1,961,754	2,161,687	2,238,884	2,656,140
Amount Over (Under) Budget	(26,949)	(37,588)	52,858	60,966	605,680

Order no. FY 23-075 A

CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Move that it be ordered,

That the City Council adopt a minimum residential factor of 1(one), resulting in an equal Tax Rate for all classes of property for the Fiscal Year 2023.

Majority vote required

VOTE:

Explanation of supporting rationale:

Order no. FY 23-075 B

CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Move that it be ordered,

That the City Council votes that no Residential Exemption be adopted for Fiscal Year 2023.

Majority vote required

VOTE:

Explanation of supporting rationale:

Order no. FY 23-075 C

CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Move that it be ordered,

That the City Council votes that no Small Commercial Exemption be adopted for Fiscal Year 2023.

Majority vote required

VOTE:

Explanation of supporting rationale:



Fiscal Year 2023

Tax Classification Hearing

November 16, 2022

Greenfield Board of Assessors

Joseph Ruggeri- Chairman

Jim Geisman-Clerk

Randall Austin-Principal Assessor

Introduction

Prior to the mailing of 3rd quarter tax billings, the City Council holds a public hearing to determine the percentage of the Town's property tax levy to be borne by each major property class. This responsibility and procedure are described in Chapter 40, Section 56 of the Massachusetts General Laws.

The steps in completing the Classification Hearing are outlined below. Also provided is information about the levy, property assessments, and recommendations made by the Board of Assessors.

Steps in Setting Tax Rates

Pre-classification Hearing Steps

Step 1: Determination of the property tax levy (Budget Process)

Step 2: Determine assessed valuations (Assessors)

Step 3: Tabulate assessed valuations by class (Assessors)

Classification Hearing Steps

Step 4: Classification hearing presentation (Assessors & Council)

Step 5: Voting a tax shift factor (Council)

Post Classification Hearing Steps

Step 6: Sign the LA-5 Classification Form (Council)

Step 7: Send annual recap to DOR for tax rate approval (Assessors)

Step 8: Obtain DOR approval of tax rates (DOR)

Terminology

The following are definitions of the terms frequently used in the discussion of tax rates.

Levy: The tax levy (or levy) is the amount of property taxes to be raised. The levy amount is determined by the budget. The total amount of the approved budget less revenues from other sources like motor vehicle excise, municipal fees, and state aid is the amount to be raised from property taxation. The city will be raising \$37,764,585 in property tax revenues.

Levy Ceiling: The levy ceiling is 2.5 percent of the full value of the City. Based on the Greenfield aggregate valuation of \$1,922,816,569 the city cannot levy taxes in excess of \$48,070,414.

New Growth Revenue: Property taxes derived from newly taxable properties like new construction, additions, subdivisions, and personal property. The assessors have tabulated new growth revenues of \$406,774.

Levy Limit: Also referred to as the “maximum allowable levy”, this is calculated by adding 2.5 percent of the previous year’s levy limit plus new growth revenue for the present fiscal year to last year’s levy limit. Exceeding the levy limit requires an override of Proposition 2 ½. For Fiscal Year 2023 the levy limit is \$39,245,059.

Excess Levy Capacity: Excess levy capacity is the difference between the levy and the levy limit.

The Fiscal Year 2023 Levy Limit and Amount to be Raised

The following is a calculation of Greenfield’s levy limit for fiscal year 2023.

Fiscal year 2022 levy limit	\$37,880,949
Levy increase allowed under Prop. 2 ½	942,275
New growth revenue	406,774
Excluded Debt to Pay Bonds	1,422,150
Fiscal year 2022 levy limit	37,880,949
Levy Ceiling	48,070,414
Levy to be raised	\$37,770,219
Excess levy capacity	\$2,896,919

Valuations by Class Before Tax Shift

<u>Major Property Class</u>	<u>Valuation</u>	<u>Percent</u>	<u>Res vs CIP%</u>
Residential	1,453,804,533	75.6081	75.6081
Commercial	291,952,338	15.1836	
Industrial	43,570,725	2.266	24.3919
Personal Property	133,488,973	6.9423	
TOTAL	1,922,816,569	100.0000	

Shifting the Tax Burden

Municipalities with a large commercial/industrial tax base often see fit to shift the tax burden to help maintain lower residential taxes. Given Greenfield’s relatively small commercial, industrial, and personal property tax base, it takes a CIP tax rate increase of approximately 6 1/2% to yield a 1% residential tax rate reduction.

Tax Rates

The estimated single tax rate for fiscal year 2023 is \$19.64 per thousand valuation.

<u>Property Class</u>	<u>FY2022</u>	<u>FY2023</u>
Residential	\$22.32	\$19.64
Commercial	\$22.32	\$19.64
Industrial	\$22.32	\$19.64
Personal Property	\$22.32	\$19.64

Note that the FY2023 rate is an estimate and may change upon Department of Revenue review.

Tax Rates History

Fiscal Year 2023	\$19.64
Fiscal Year 2022	\$22.32
Fiscal Year 2021	\$23.22
Fiscal Year 2020	\$22.93
Fiscal Year 2019	\$22.36

Tax Rate Options Average Taxes

Table A

CIP Shift Factor	Res Shift Factor	CIP Rate	Res Rate	Single-family Average Tax	Commercial Average Tax
1.0000	1.0000	19.64	19.64	\$5,073.35	\$11,748.59
1.1000	0.9677	21.61	19.01	\$4,910.61	\$12,927.04
1.2000	0.9355	23.57	18.38	\$4,747.87	\$14,099.50
1.3000	0.9032	25.54	17.74	\$4,582.54	\$15,277.95
1.4000	0.871	27.50	17.11	\$4,419.80	\$16,450.42
1.5000	0.8387	29.46	16.47	\$4,254.48	\$17,622.88

Tax Impacts

Table B

Examples of Typical Residential Tax Changes

<u>Property Class</u>	<u>Avg FY22 Value</u>	<u>Avg Tax</u>	<u>Avg FY23 Value</u>	<u>Avg Tax</u>	<u>Tax Change</u>	<u>% Change</u>
Single Family Homes	\$221,243	\$4,938.14	\$258,317	\$5,073.35	\$135.20	2.74%
2-3 Family Homes	\$198,751	\$4,436.12	\$231,658	\$4,549.76	\$113.64	2.56%
Commercial	\$579,288	\$12,929.71	\$598,197	\$11,748.59	-\$1,181.12	-9.13%

(Note – Average assessments are corrected for new growth)

Board of Assessors Recommendation

The Board of Assessors recommends that the Council adopt a single tax rate to be applied to all classes of property in Greenfield.

Voting a Tax Shift Factor (proposed motion)

The Greenfield City Council votes in accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2023 tax rates

and set the Residential Factor at 1.0, with a corresponding CIP shift of 1.0, pending approval of the town's annual tax recap by the Massachusetts Department of Revenue.

Summary of Assessments (LA4)

<u>Property Type</u>	<u>Count</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Personal Property</u>
101-Single Family	3,888	1,004,337,807	-0-	-0-	-0-
102-Condominiums	381	71,197,600	-0-	-0-	-0-
103,109-Misc Res	40	14,277,800	-0-	-0-	-0-
104-Two Family	685	154,933,900	-0-	-0-	-0-
105-Three Family	115	30,392,700	-0-	-0-	-0-
111-125-Apartments	156	126,134,200	-0-	-0-	-0-
130's-32, 106	526	15,587,100	-0-	-0-	-0-
300-393-Commercial	434	-0-	259,617,425	-0-	-0-
400-442-Industrial	67	-0-	-0-	39,118,900	-0-
450-452-Solar					
CH 61 LAND	13 28	-0-	66,350		
CH 61A LAND	35 34	-0-	1,368,163		
CH 61B	17 19	-0-	967,060		
012-043	115	36,943,426	29,933,340	4,451,825	
501-552	176				133,488,973
TOTAL BY CLASS	6,729	1,453,804,533	291,952,338	43,570,725	133,488,973
TOTAL TAXABLE PROPERTIES					1,922,816,569
TOTAL TAX EXEMPT PROPERTIES				465	269,238,657

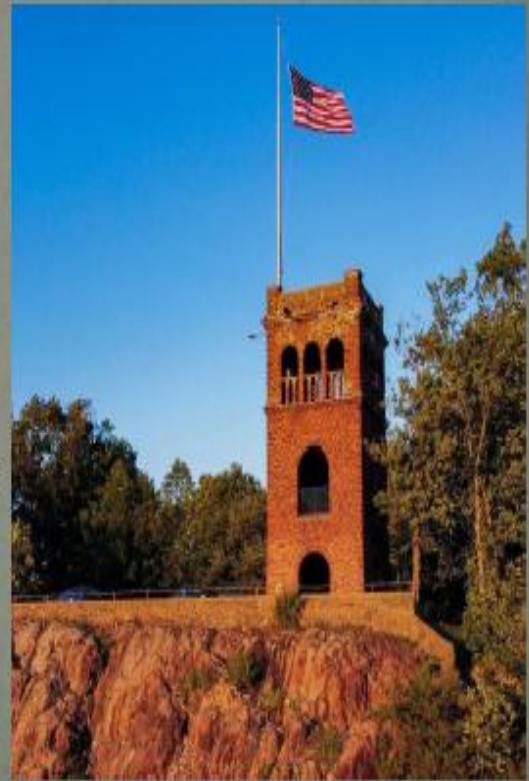
City of Greenfield Massachusetts



*Fiscal Year 2023
Tax Classification hearing*

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- Comparison to Other Municipalities
 - Property Type Value Comparison
 - Total Value Comparison
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Notice of Classification Hearing

The City Council will hold a public hearing on Wednesday November 16th, 2022 at 6:30 in the City Hall Second Floor meeting room on the issue of allocating the local property tax levy among the four classes of property for the fiscal year ending June 30, 2023.

The Tax Classification Hearing will be held for the purpose of providing an open forum for the discussion of the local property tax policy. The main issue to be discussed is whether all four classes of property, Residential - Commercial - Industrial & Personal Property will be taxed at different rates.

Written statements from interested taxpayers will be accepted and take into consideration at the Hearing. Written statements will also be accepted prior to the Hearing.

City Council - President- Sheila Gilmour, Vice President - Daniel J Guin, Councilors - Katherine Golub, Virginia DeSorgher, John Bottomley, Marianne Bullock, Jasper Lapienski, Douglas Mayo, Derek Helie Councilors At Large - Philip Elmer, Christine Forgey, Penny Ricketts & Michael Terounzo

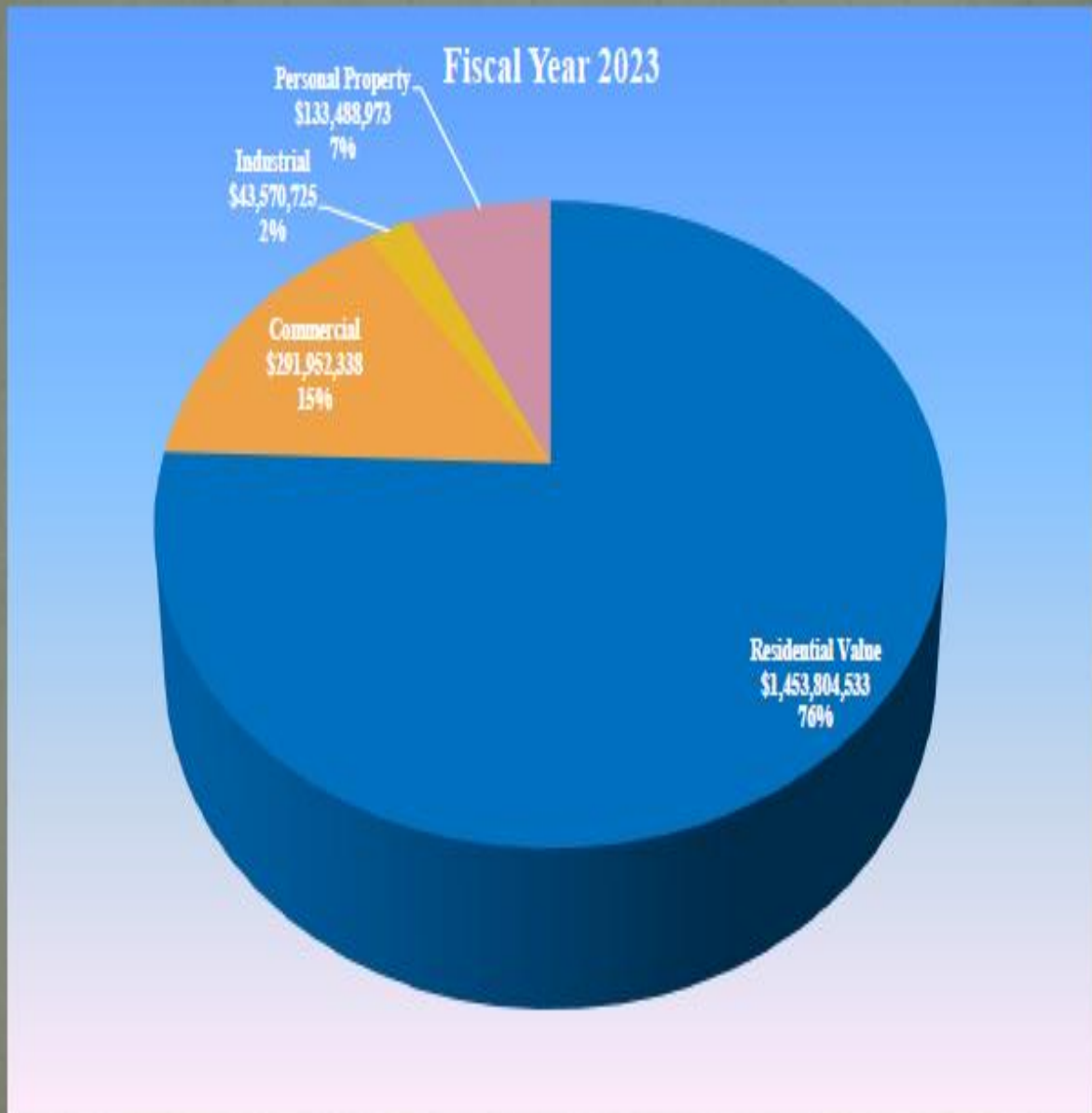
Assessed Value & Prior Year Evaluation

Means & Medians	FY2020	2020 to 2021	FY2021	2021 to 2022	FY 2022
Total Value	\$754,077,357.00	5.00%	\$791,801,457.00	8.47%	\$858,863,207.00
Mean Assessment	\$194,450.00	4.86%	\$203,915.00	8.49%	\$221,242.00
Mean Tax Bill	\$4,458.74	6.19%	\$4,734.91	4.29%	\$4,938.12
Median Assessment	\$181,200.00	4.74%	\$189,800.00	10.90%	\$205,800.00
Median Tax Bill	\$4,154.92	6.07%	\$4,407.16	4.27%	\$4,593.46
Tax Rate	\$22.93	1.26%	\$23.22	-3.90%	\$22.32
Total Value	\$ 293,135,257.00	1.86%	\$ 298,601,754.00	3.13%	\$ 307,968,611.00
Mean Assessment	\$ 642,840.00	0.76%	\$ 647,726.00	4.95%	\$ 679,842.00
Mean Tax Bill	\$ 14,740.32	2.03%	\$ 15,040.20	0.89%	\$ 15,174.07
Median Assessment	\$ 262,300.00	7.00%	\$ 280,700.00	10.15%	\$ 309,200.00
Median Tax Bill	\$ 6,014.54	7.01%	\$ 6,517.85	5.88%	\$ 6,901.34

Values by Classification

	Residential Value	Commercial	Industrial	Personal Property	Total Value	Exempt Value	Tax Rate
2023	\$1,453,804,533	\$291,952,338	\$43,570,725	\$133,488,973	\$1,922,816,569	\$269,238,657	?
2022	\$1,250,000,198	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	\$256,895,278	\$22.32
2021	\$1,159,277,775	\$272,830,611	\$40,608,337	\$93,794,917	\$1,566,511,640	\$246,046,086	\$23.22
2020	\$1,116,756,790	\$270,466,999	\$40,768,422	\$91,968,143	\$1,519,960,354	\$241,565,425	\$22.93
2019	\$1,075,391,345	\$272,964,916	\$39,114,922	\$89,415,997	\$1,476,887,180	\$228,610,373	\$22.36
2018	\$1,052,832,167	\$247,415,097	\$36,788,060	\$88,407,732	\$1,425,443,056	\$213,792,970	\$22.43

Total Values by Property Class



Values Comparison FY 2022 / 2023

Property Type	Description	FY 2022 Parcel Count	FY 2022 Assessed Value	FY 2023 Parcel Count	FY 2023 Assessed Value	Parcel Difference	Parcel % Difference	Assessed Value Difference	Assessed Value % Difference
Total Class 1	TOTAL RESIDENTIAL	5,884	\$1,250,000,198	5,906	\$1,453,804,533	22	0.40%	\$203,804,335	16.30%
Total Class 2	TOTAL OPEN SPACE	0	\$0	0	\$0	0	0	\$0	0.00%
Total Class 3	TOTAL COMMERCIAL	579	\$282,609,822	580	\$291,952,338	1	0.20%	\$9,342,516	3.30%
Total Class 4	TOTAL INDUSTRIAL	68	\$42,690,670	67	\$43,570,725	-1	-1.50%	\$880,055	2.10%
Total Class 5	TOTAL PERSONAL PROPERTY	183	\$91,866,476	176	\$133,488,973	-7	-3.80%	\$41,622,497	45.30%
TOTAL TAXABLE	TOTAL REAL AND PERSONAL	6714	\$1,667,167,166	6729	\$1,922,816,569	15	0.20%	\$255,649,403	15.30%

Personal Exemptions

Fiscal Year	Code	Description	Count	Amount
2022	17 D	WIDOWS CL17D	18	\$3,150
2022	18	HARDSHIP CL1	4	\$3,750
2022	22A	VETS CL22A	1	\$750
2022	22A-F	VETS CL22 a-	85	\$34,000
2022	22C	VET	5	\$7,500
2022	22D	22 D VETS	1	\$5,926
2022	22E	VETS CL22E	33	\$33,000
2022	37A	BLIND CL37A	12	\$6,000
2022	41C	ELDERLY CL41	34	\$34,000
2022	41D	ELDERLY CL41D	3	\$3,000
2022	ELDWO	SENIOR WO	15	\$20,043
2022	VETSWO	VETS WO	1	\$1,000
		Total	212	\$152,119

Value vs Single Tax Rate Comparison

FY 2023 Value & Tax Rate

Res Enter Rate

Res

CIP Enter Rate

CIP

\$ 19.64

\$ 19.64

Average Value

Value		
\$ 258,317.00	\$5,073.35	\$ 5,073.35
\$ 250,000.00	\$ 4,910.00	\$ 4,910.00
\$ 350,000.00	\$ 6,874.00	\$ 6,874.00
\$ 450,000.00	\$ 8,838.00	\$ 8,838.00
\$ 550,000.00	\$ 10,802.00	\$ 10,802.00
\$ 650,000.00	\$ 12,766.00	\$ 12,766.00
\$ 750,000.00	\$ 14,730.00	\$ 14,730.00
\$ 850,000.00	\$ 16,694.00	\$ 16,694.00
\$ 950,000.00	\$ 18,658.00	\$ 18,658.00
\$ 1,050,000.00	\$ 20,622.00	\$ 20,622.00
\$ 1,150,000.00	\$ 22,586.00	\$ 22,586.00
\$ 1,250,000.00	\$ 24,550.00	\$ 24,550.00
\$ 1,350,000.00	\$ 26,514.00	\$ 26,514.00
\$ 1,450,000.00	\$ 28,478.00	\$ 28,478.00

Value vs Split Rate @1.1 Factor

FY 2023 Value & Tax Rate

Res Enter Rate		Res	CIP Enter Rate	CIP		
\$ 19.01	Value		\$ 21.61		RES Value Dif	CIP Value Dif
Average Value	\$ 258,317.00	\$4,910.61		\$ 5,582.23	\$ 4,609.23	\$ 3,937.61
	\$ 250,000.00	\$ 4,752.50		\$ 5,402.50	\$ 827.50	\$ 177.50
	\$ 350,000.00	\$ 6,653.50		\$ 7,563.50	\$ 1,158.50	\$ 248.50
	\$ 450,000.00	\$ 8,554.50		\$ 9,724.50	\$ 1,489.50	\$ 319.50
	\$ 550,000.00	\$ 10,455.50		\$ 11,885.50	\$ 1,820.50	\$ 390.50
	\$ 650,000.00	\$ 12,356.50		\$ 14,046.50	\$ 2,151.50	\$ 461.50
	\$ 750,000.00	\$ 14,257.50		\$ 16,207.50	\$ 2,482.50	\$ 532.50
	\$ 850,000.00	\$ 16,158.50		\$ 18,368.50	\$ 2,813.50	\$ 603.50
	\$ 950,000.00	\$ 18,059.50		\$ 20,529.50	\$ 3,144.50	\$ 674.50
	\$ 1,050,000.00	\$ 19,960.50		\$ 22,690.50	\$ 3,475.50	\$ 745.50
	\$ 1,150,000.00	\$ 21,861.50		\$ 24,851.50	\$ 3,806.50	\$ 816.50
	\$ 1,250,000.00	\$ 23,762.50		\$ 27,012.50	\$ 4,137.50	\$ 887.50
	\$ 1,350,000.00	\$ 25,663.50		\$ 29,173.50	\$ 4,468.50	\$ 958.50
	\$ 1,450,000.00	\$ 27,564.50		\$ 31,334.50	\$ 4,799.50	\$ 1,029.50

Value vs Split Rate 1.2 Factor

FY 2023 Value & Tax Rate

Res Enter Rate		Res	CIP Enter Rate	CIP		
\$ 18.38	Value		\$ 23.57		RES Value Dif	CIP Value Dif
Average Value	\$ 258,317.00	\$4,747.87		\$ 6,088.53	\$ 4,771.97	\$ 3,431.31
	\$ 250,000.00	\$ 4,595.00		\$ 5,892.50	\$ 985.00	\$ (312.50)
	\$ 350,000.00	\$ 6,433.00		\$ 8,249.50	\$ 1,379.00	\$ (437.50)
	\$ 450,000.00	\$ 8,271.00		\$ 10,606.50	\$ 1,773.00	\$ (562.50)
	\$ 550,000.00	\$ 10,109.00		\$ 12,963.50	\$ 2,167.00	\$ (687.50)
	\$ 650,000.00	\$ 11,947.00		\$ 15,320.50	\$ 2,561.00	\$ (812.50)
	\$ 750,000.00	\$ 13,785.00		\$ 17,677.50	\$ 2,955.00	\$ (937.50)
	\$ 850,000.00	\$ 15,623.00		\$ 20,034.50	\$ 3,349.00	\$ (1,062.50)
	\$ 950,000.00	\$ 17,461.00		\$ 22,391.50	\$ 3,743.00	\$ (1,187.50)
	\$ 1,050,000.00	\$ 19,299.00		\$ 24,748.50	\$ 4,137.00	\$ (1,312.50)
	\$ 1,150,000.00	\$ 21,137.00		\$ 27,105.50	\$ 4,531.00	\$ (1,437.50)
	\$ 1,250,000.00	\$ 22,975.00		\$ 29,462.50	\$ 4,925.00	\$ (1,562.50)
	\$ 1,350,000.00	\$ 24,813.00		\$ 31,819.50	\$ 5,319.00	\$ (1,687.50)
	\$ 1,450,000.00	\$ 26,651.00		\$ 34,176.50	\$ 5,713.00	\$ (1,812.50)

Value vs Split Rate Factor 1.3

FY 2023 Value & Tax Rate

Res Enter Rate		Res	CIP Enter Rate	CIP		
\$ 17.74	Value		\$ 25.54		RES Value Dif	CIP Value Dif
Average Value	\$ 258,317.00	\$4,582.54		\$ 6,597.42	\$ 4,937.29	\$ 2,922.42
	\$ 250,000.00	\$ 4,435.00		\$ 6,385.00	\$ 1,145.00	\$ (805.00)
	\$ 350,000.00	\$ 6,209.00		\$ 8,939.00	\$ 1,603.00	\$ (1,127.00)
	\$ 450,000.00	\$ 7,983.00		\$ 11,493.00	\$ 2,061.00	\$ (1,449.00)
	\$ 550,000.00	\$ 9,757.00		\$ 14,047.00	\$ 2,519.00	\$ (1,771.00)
	\$ 650,000.00	\$ 11,531.00		\$ 16,601.00	\$ 2,977.00	\$ (2,093.00)
	\$ 750,000.00	\$ 13,305.00		\$ 19,155.00	\$ 3,435.00	\$ (2,415.00)
	\$ 850,000.00	\$ 15,079.00		\$ 21,709.00	\$ 3,893.00	\$ (2,737.00)
	\$ 950,000.00	\$ 16,853.00		\$ 24,263.00	\$ 4,351.00	\$ (3,059.00)
	\$ 1,050,000.00	\$ 18,627.00		\$ 26,817.00	\$ 4,809.00	\$ (3,381.00)
	\$ 1,150,000.00	\$ 20,401.00		\$ 29,371.00	\$ 5,267.00	\$ (3,703.00)
	\$ 1,250,000.00	\$ 22,175.00		\$ 31,925.00	\$ 5,725.00	\$ (4,025.00)
	\$ 1,350,000.00	\$ 23,949.00		\$ 34,479.00	\$ 6,183.00	\$ (4,347.00)
	\$ 1,450,000.00	\$ 25,723.00		\$ 37,033.00	\$ 6,641.00	\$ (4,669.00)

Residential Value Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total
Sterling	2022	\$1,176,865,441	\$0	\$51,009,959	\$62,704,200	\$50,037,651	\$1,340,617,251	87.79	12.21
Spencer	2022	\$1,183,430,373	\$0	\$62,000,244	\$43,841,660	\$59,557,632	\$1,348,829,909	87.74	12.26
Sturbridge	2022	\$1,220,708,056	\$1,385,138	\$138,345,056	\$32,227,600	\$55,788,090	\$1,448,453,940	84.37	15.63
Plainville	2022	\$1,225,044,470	\$0	\$305,191,230	\$83,372,700	\$105,133,740	\$1,718,742,140	71.28	28.72
Greenfield	2022	\$1,250,000,198	\$0	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	74.98	25.02
Upton	2022	\$1,283,373,073	\$0	\$26,240,072	\$12,756,832	\$39,192,404	\$1,361,562,381	94.26	5.74
Acushnet	2022	\$1,308,554,443	\$0	\$34,741,317	\$29,447,700	\$116,272,035	\$1,489,015,495	87.88	12.12
Oxford	2022	\$1,309,249,094	\$0	\$133,166,381	\$113,105,500	\$73,973,700	\$1,629,494,675	80.35	19.65
Gardner	2022	\$1,318,229,099	\$0	\$130,973,801	\$63,946,660	\$103,221,404	\$1,616,370,964	81.55	18.45

Commercial Value Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total
Great Barrington	2022	\$1,349,084,781	\$0	\$266,743,811	\$14,365,300	\$61,255,590	\$1,691,449,482	79.76	20.24
Easton	2022	\$3,658,935,702	\$0	\$271,013,298	\$111,006,700	\$100,704,435	\$4,141,660,135	88.34	11.66
Fairhaven	2022	\$2,322,148,470	\$0	\$273,671,936	\$34,234,880	\$72,869,850	\$2,702,925,136	85.91	14.09
Salisbury	2022	\$1,795,667,709	\$0	\$277,905,575	\$40,093,500	\$67,642,551	\$2,181,309,335	82.32	17.68
Greenfield	2022	\$1,250,000,198	\$0	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	74.98	25.02
Hanover	2022	\$2,769,980,435	\$0	\$284,161,404	\$63,993,078	\$76,892,470	\$3,195,027,387	86.7	13.3
Randolph	2022	\$4,030,974,541	\$0	\$297,062,546	\$119,507,751	\$105,027,130	\$4,552,571,968	88.54	11.46
Rockland	2022	\$2,069,776,284	\$0	\$298,052,536	\$124,815,400	\$56,539,750	\$2,549,183,970	81.19	18.81
Bellingham	2022	\$2,168,767,077	\$0	\$300,127,504	\$298,184,210	\$309,658,526	\$3,076,737,317	70.49	29.51

Industrial Value Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total
Westminster	2022	\$1,090,348,815	\$0	\$60,114,752	\$41,424,400	\$52,747,915	\$1,244,635,882	87.6	12.4
Mashpee	2022	\$6,046,796,314	\$1,908,900	\$408,526,796	\$41,781,100	\$102,763,140	\$6,601,776,250	91.62	8.38
Dennis	2022	\$8,010,449,976	\$706,522	\$401,370,912	\$42,466,200	\$131,050,610	\$8,586,044,220	93.3	6.7
Bourne	2022	\$4,944,027,422	\$0	\$418,160,368	\$42,498,370	\$191,359,460	\$5,596,045,620	88.35	11.65
Greenfield	2022	\$1,250,000,198	\$0	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	74.95	25.02
South Hadley	2022	\$1,727,170,944	\$365,600	\$69,922,005	\$42,714,500	\$41,409,202	\$1,881,582,251	91.81	8.19
Spencer	2022	\$1,183,430,373	\$0	\$62,000,244	\$43,841,660	\$59,557,632	\$1,348,829,909	87.74	12.26
Wrentham	2022	\$2,137,180,003	\$0	\$377,633,981	\$44,712,600	\$79,779,660	\$2,639,306,244	80.98	19.02
Rowley	2022	\$1,097,340,250	\$110,400	\$109,955,420	\$45,062,930	\$20,311,341	\$1,272,780,341	86.22	13.78

Personal Property Value Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total
Anburn	2022	\$1,905,789,507	\$0	\$402,100,442	\$176,301,700	\$88,904,240	\$2,573,095,889	74.07	25.93
Middleborough	2022	\$2,706,906,590	\$0	\$436,727,654	\$80,638,100	\$89,190,800	\$3,313,463,144	81.69	18.31
Amesbury	2022	\$2,430,439,839	\$0	\$180,794,247	\$114,177,471	\$89,264,009	\$2,814,675,566	86.35	13.65
Dighton	2022	\$1,090,346,881	\$0	\$31,582,265	\$32,850,353	\$90,441,270	\$1,245,220,769	87.56	12.44
Greenfield	2022	\$1,250,000,198	\$0	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	74.98	25.02
Rehoboth	2022	\$2,043,043,026	\$0	\$76,370,574	\$18,040,400	\$92,228,297	\$2,229,682,297	91.63	8.37
Ashland	2022	\$3,020,388,784	\$171,200	\$175,564,446	\$49,839,780	\$92,805,280	\$3,338,769,490	90.47	9.53
Weston	2022	\$6,502,395,365	\$0	\$208,334,435	\$9,961,900	\$94,931,700	\$6,815,623,400	95.4	4.6
Winchester	2022	\$8,585,370,522	\$0	\$265,934,845	\$36,903,800	\$95,124,980	\$8,983,334,147	95.57	4.43

Total Value Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total
Oxford	2022	\$1,309,249,094	\$0	\$133,166,381	\$113,105,500	\$73,973,700	\$1,629,494,675	80.35	19.65
Georgetown	2022	\$1,473,917,934	\$0	\$57,529,746	\$76,203,600	\$24,442,987	\$1,632,094,267	90.31	9.69
Carver	2022	\$1,381,435,279	\$0	\$107,766,266	\$38,604,915	\$124,442,860	\$1,652,249,320	83.61	16.39
Hanson	2022	\$1,537,498,512	\$0	\$69,855,928	\$21,615,400	\$34,655,360	\$1,663,625,200	92.42	7.58
Greenfield	2022	\$1,250,000,198	\$0	\$282,609,822	\$42,690,670	\$91,866,476	\$1,667,167,166	74.98	25.02
Great Barrington	2022	\$1,349,084,781	\$0	\$266,743,811	\$14,365,300	\$61,255,590	\$1,691,449,482	79.76	20.24
Maynard	2022	\$1,540,867,742	\$0	\$83,896,539	\$39,166,400	\$47,865,096	\$1,711,795,777	90.01	9.99
Plainville	2022	\$1,225,044,470	\$0	\$305,191,230	\$83,372,700	\$105,133,740	\$1,718,742,140	71.28	28.72
Lunenburg	2022	\$1,587,173,648	\$0	\$75,178,002	\$24,608,600	\$55,708,580	\$1,742,668,830	91.08	17

Tax Levy Comparison

Municipality	FY	Residential	Open Space	Commercial	Industrial	Personal Property	Total	RO% of Total	CIP% of Total	5 yr avg 18-22
Winthrop	2022	\$33,431,438	\$1,077	\$1,630,443	\$58,216	\$556,690	\$35,677,864	93.71	6.29	\$33,692,963
Groton	2022	\$34,195,477	0	\$1,390,830	\$250,127	\$440,718	\$36,277,152	94.26	5.74	\$33,688,532
Maynard	2022	\$31,618,606	0	\$2,295,409	\$1,071,593	\$1,309,589	\$36,295,197	87.12	12.88	\$32,951,926
Swansen	2022	\$29,088,412	0	\$5,356,176	\$304,395	\$1,652,076	\$36,401,059	79.91	20.09	\$34,756,349
Norfolk	2022	\$34,371,266	\$15,477	\$1,479,008	\$338,422	\$888,398	\$37,092,572	92.71	7.29	\$34,198,253
Greenfield	2022	\$27,900,004	0	\$6,307,851	\$952,856	\$2,050,460	\$37,211,171	74.98	25.02	\$34,686,829
Kingston	2022	\$32,445,318	0	\$3,565,864	\$292,258	\$1,159,766	\$37,463,205	86.61	13.39	\$35,230,407
Brewster	2022	\$35,897,802	0	\$1,216,250	\$107,363	\$770,662	\$37,992,076	94.49	5.51	\$35,085,220
Chatham	2022	\$35,794,244	0	\$1,795,120	\$115,654	\$340,700	\$38,045,718	94.08	5.92	\$35,654,520
Wrentham	2022	\$29,215,251	0	\$6,852,373	\$812,875	\$1,448,001	\$38,328,500	76.22	23.78	\$34,941,367
Abington	2022	\$35,170,780	0	\$3,330,561	\$363,055	\$928,498	\$39,792,894	88.38	11.62	\$37,557,544

CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order
To appropriate from Free Cash in the amount of \$2,500,000 to Capital Stabilization

Ordered, that:

The Greenfield City Council appropriate the sum of \$2,500,000 from Free Cash to the Capital Stabilization Fund 8402.

Majority vote required (7)

Capital Stabilization Balance: \$94,010.69

Certified Free Cash: \$4,002,821

Rationale:

To replace the one million for the Fire Station and add for FY24 Capital Improvement Program.

Information

The last addition to Capital Stabilization was \$1.7 million from free cash in December 2021.

Capital Stabilization carries forward; free cash does not.

There currently is \$5.8 million of Department Capital requests for the FY24 Capital Improvement Program from last year.

The Rating Agencies do not want to see stabilization balances go down.



City of
GREENFIELD, MASSACHUSETTS

FINANCE DEPARTMENT

Liz Gilman

Finance Director

City Hall • 14 Court Square • Greenfield, MA 01301

Phone 413-772-1504 • Fax 413-772-1519

liz.gilman@greenfield-ma.gov • www.greenfield-ma.gov



Date: September 26, 2022

To: City Council

Cc: Mayor Wedegartner

Fr: Liz Gilman

Re: Financial Order - Free Cash to Capital Stabilization

Attached is a Financial Order for \$2,500,000 from Free Cash to Capital Stabilization.

As you know the City Council just approved a one-million-dollar transfer from Capital Stabilization for the new Fire Station. This was done from Capital Stabilization due to the timing of submitting a financial order and the need to respond to the fire station bids. This is a good example of why maintaining a balance in Capital Stabilization is important.

This financial order replaces the one-million-dollar transfer and adds funds for the FY24 Capital Improvement Program. The City is just starting the Capital Improvement Program process for new requests, but there are already existing department requests in the amount of \$5.8 million for FY24.

The Capital Improvement Program is not voted on until the spring (April). City Council sometimes tables capital requests until a later date, so it is important to have the funds in Capital Stabilization to carry forward since free cash is no longer valid as of June 30th.

The City's rating agencies, Standard and Poors and Moody's, do not want to see the City's stabilization balances go down. This is especially important as the City goes into significant rounds of permanent bonding for the Library and Fire Station.



The City of Greenfield is an Affirmative Action/Equal Opportunity Employer

**CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

**An Order
To appropriate from Free Cash in the amount of \$200,000 to
Compensated Absences Fund**

Ordered, that:

The Greenfield City Council appropriate the sum of \$200,000 from Free Cash to the Compensated Absences Fund 8450.

Majority vote required (7)
VOTE:

Current Balance: \$47,717.50

Information

In FY2014 City Council approved the establishment of a Compensated Absence fund for to provide for the payment of compensated absences upon termination.

Last addition to the compensated absence funds was \$50,000 in May 2022.

Compensated Absence funds utilized since May FY22:

Police Department	\$33,000
<u>Fire Department:</u>	<u>\$18,500</u>
Total	\$51,500



City of
GREENFIELD, MASSACHUSETTS



FINANCE DEPARTMENT

Liz Gilman

Director of Municipal Finance

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Phone 413-772-1504 • Fax 413-772-1519

liz.gilman@greenfield-ma.gov • www.greenfield-ma.gov

Date: September 26, 2022

To: City Council

Cc: Mayor Wedegartner

Re: Compensated Absence Fund

In FY2014 City Council approved the establishment of a Compensated Absence fund for to provide for the payment of compensated absences upon separation of employment from the City of Greenfield.

When employees retire or leave from the employment of the City of Greenfield, unused vacation and personal time must be paid as well as a percentage of sick leave if the individual is long term employee who retires.

These amounts can be substantial and while Departments do their best to try and cover the cost, sometimes it is a smaller Department budget, there is just not enough time left in the fiscal year or the amount is just too large.

The current balance in the Compensated Absence fund is \$47,717.50.

The last voted transfer of free cash to the Compensated Absence fund was in May of 2022 for \$50,000. Since then, one Fire Department buyback of \$18,500 and two Police Department buybacks of \$33,000. The City does anticipate upcoming retirements.

Free Cash is the usual mechanism to transfer to the Compensated Absence fund

***CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS***

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

**An Order
To appropriate from Free Cash in the amount of \$200,000 to Contract
Stabilization**

Ordered, that:

The Greenfield City Council appropriate the sum of \$200,000 from Free Cash to the Contract Stabilization Fund 8403.

Majority vote required (7)
VOTE:

Contract Stabilization Balance: \$170,779.82

Rationale: To replenish contract stabilization

Information

Contract Stabilization utilized in FY22 was \$130,825 for the Clerical, SSEA and Central Maintenance Unions.



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Date: September 26, 2022

To: City Council

Cc: Mayor Wedegartner

Re: Contract Stabilization Fund

The contract stabilization fund was established for the purpose assisting with funding future union contracts. The contract stabilization fund is utilized in assisting retroactive payments for a union contract that are not able to be funded by the current budget.

Because the Contract Stabilization fund is a one-time source of funding, the City must be able to absorb the amount appropriated in the following year's tax rate as the union contract is a recurring expense.

A funding cliff cannot be created that cannot be sustained. The contract stabilization is a short-term fix for the current year's budget, but it cannot be used or depended upon as a long-term practice. In subsequent years, an additional revenue source must be included to continue the contract at current levels.

Negotiating union contracts needs to be kept current as to not create retroactive payments and timely enough to include in the following year's budget preparation. Sometimes this is easier said than done. Departments are given parameters for salary increases if a contract is not settled at the time of budget preparation.

Free Cash is the usual mechanism for funding the Contract Stabilization.

CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order
To appropriate from Free Cash in the amount of \$100,000 to General Stabilization

Ordered, that:

The Greenfield City Council appropriate the sum of \$100,000 from Free Cash to the General Stabilization Fund 8400.

Majority vote required (7)
VOTE:

Current Balance: \$2,154,818.43

Information

There is a financial order funded from General Stabilization for the Police Audit that has been tabled.

Upon passage of the Police Audit, the amount needs to be replaced in General Stabilization.

So this financial order goes hand in hand with the status of the Police Audit financial order.

The General Stabilization balance is currently 3.44% of the FY23 General Fund Budget. The Department of Revenue recommends a 3% to 5% balance.



City of
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liz.gilman@greenfield-ma.gov • www.greenfield-ma.gov

Date: September 26, 2022

To: City Council

Cc: Mayor Wedegartner

Re: General Stabilization Fund

This order may seem “pre-emptive”, but I want to ensure that general stabilization funds are replaced within the same fiscal year if the Police Audit financial order is approved.

If the Police Audit Financial order is again tabled or voted down, then this order may be tabled or voted down.

If the Police Audit financial order is approved, then this financial order will replace the funds in general stabilization.

This financial order does go hand and hand with the police audit financial order.

As the City heads into a few years of large bonding, it is important to at least maintain stabilization balances.

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with
Massachusetts General Law

Moved that it be ordered,

Ordered, that:

The Sum of \$107,300 be transferred from free cash to the FY23 General Fund
Vehicle Fuel Accounts as follows:

01002100.5482	Police No Lead Gas	\$12,300
01002200.5482	Fire Fuel	\$24,000
01004290.5482	DPW Service Gas	\$20,000
01004290.5483	DPW Service Diesel	\$ 5,000
01004330.5482	DPW Solid Waste Gas	\$ 1,000
01004330.5482	DPW Solid Waste Diesel	\$40,000
01001920.5482	Central Maint Gas	\$ 5,000

Total: \$107,300

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Transfer from the reserve fund was necessary at the end of FY22 and Departments at the time
stated the FY23 budgets would need assistance.

Voting from free cash in the hopes that the high fuel prices do not continue into FY24.

Munis report is attached; two months invoices are reflected on the report.

09/27/2022 13:33
69071gil

Town of Greenfield
FY23 POLICE AND FIRE FUEL ACCOUNTS

P
glytdbud 1

FOR 2023 03

ACCOUNTS FOR: 0100 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01002100 Police Department							
01002100 5482 No Lead Ga	40,000	0	40,000	6,655.79	.00	33,344.21	16.6%
01002200 Fire Department							
01002200 5482 Fuel	10,500	0	10,500	5,575.72	.00	4,924.28	53.1%
TOTAL General Fund	50,500	0	50,500	12,231.51	.00	38,268.49	24.2%
TOTAL EXPENSES	50,500	0	50,500	12,231.51	.00	38,268.49	

09/27/2022 13:33
69071gil

Town of Greenfield
FY23 POLICE AND FIRE FUEL ACCOUNTS

P
glytdbud 2

FOR 2023 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	50,500	0	50,500	12,231.51	.00	38,268.49	24.2%

** END OF REPORT - Generated by Liz Gilman **

09/27/2022 13:35
69071gil

Town of Greenfield
FY23 DPW FUEL ACCOUNTS

P 1
glytdbud

FOR 2023 03								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 General Fund	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED	
01001920 CM - Town Hall								
01001920 5482 Fuel	3,000	0	3,000	986.07	.00	2,013.93	32.9%	
01004290 DPW Service Division								
01004290 5482 Gasoline-D	26,500	0	26,500	13,097.89	.00	13,402.11	49.4%	
01004290 5483 Diesel-DPW	40,000	0	40,000	2,844.06	.00	37,155.94	7.1%	
01004330 DPW Waste Collection								
01004330 5482 Gas Fuel W	4,000	0	4,000	1,175.92	.00	2,824.08	29.4%	
01004330 5483 Diesel Fue	66,000	0	66,000	18,993.13	.00	47,006.87	28.8%	
TOTAL General Fund	139,500	0	139,500	37,097.07	.00	102,402.93	26.6%	
TOTAL EXPENSES	139,500	0	139,500	37,097.07	.00	102,402.93		

09/27/2022 13:35
69071gil

Town of Greenfield
FY23 DPW FUEL ACCOUNTS

P 2
glytdbud

FOR 2023 03								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
6000 Sewer Enterprise Fund	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED	
60004290 DPW Sewer Service Division								
60004290 5482 Sewer Gaso	6,000	0	6,000	1,452.14	.00	4,547.86	24.2%	
60004290 5483 Diesel Fue	15,000	0	15,000	4,204.95	.00	10,795.05	28.0%	
TOTAL Sewer Enterprise Fund	21,000	0	21,000	5,657.09	.00	15,342.91	26.9%	
TOTAL EXPENSES	21,000	0	21,000	5,657.09	.00	15,342.91		

FOR 2023 03								
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
6100	Water Enterprise Fund	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
61004290 DPW Water Service Division								
61004290	5482 Water-No L	12,000	0	12,000	3,713.47	.00	8,286.53	30.9%
61004290	5483 Diesel Fue	5,000	0	5,000	548.69	.00	4,451.31	11.0%
	TOTAL Water Enterprise Fund	17,000	0	17,000	4,262.16	.00	12,737.84	25.1%
	TOTAL EXPENSES	17,000	0	17,000	4,262.16	.00	12,737.84	

FOR 2023 03								
		ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
		APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
	GRAND TOTAL	177,500	0	177,500	47,016.32	.00	130,483.68	26.5%
** END OF REPORT - Generated by Liz Gilman **								

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with
Massachusetts General Law

Moved that it be ordered,

Ordered, that:

The Sum of \$8,500 be appropriated from Sewer Retained Earnings to the
following FY23 Sewer fuel accounts FY23:

60004290.5482	Sewer Gas	\$2,500
60004290.5483	Sewer Diesel	\$6,000

Total: \$8,500

Sewer Retained Earnings Balance: \$1,066,219

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Munis report is attached; two months invoices are reflected on the report.

09/27/2022 15:59
69071gil

Town of Greenfield
FY23 SEWER FUEL ACCOUNTS

FOR 2023 03

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
6000 Sewer Enterprise Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
60004290 DPW Sewer Service Division							
60004290 5482 Sewer Gaso	6,000	0	6,000	1,452.14	.00	4,547.86	24.2%
60004290 5483 Diesel Fue	15,000	0	15,000	4,204.95	.00	10,795.05	28.0%
TOTAL Sewer Enterprise Fund	21,000	0	21,000	5,657.09	.00	15,342.91	26.9%
TOTAL EXPENSES	21,000	0	21,000	5,657.09	.00	15,342.91	

09/27/2022 15:59
69071gil

Town of Greenfield
FY23 SEWER FUEL ACCOUNTS

FOR 2023 03

	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
GRAND TOTAL	21,000	0	21,000	5,657.09	.00	15,342.91	26.9%
** END OF REPORT - Generated by Liz Gilman **							

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with
Massachusetts General Law

Moved that it be ordered,

Ordered, that:

The Sum of \$10,000 be appropriated from Water Retained Earnings to the
following FY23 Water vehicle fuel accounts:

61004290.5482	Water Gas	\$5,000
61004290.5483	Water Diesel	\$5,000

Total: \$10,000

Water Retained Earnings Balance: \$1,552,231

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Munis report is attached; two months invoices are reflected on the report.

09/27/2022 16:02
6907lgil

Town of Greenfield
FY23 WATER FUEL ACCOUNTS

FOR 2023 03

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
6100 Water Enterprise Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
61004290 DPW Water Service Division							
61004290 5482 Water-No L	12,000	0	12,000	3,713.47	.00	8,286.53	30.9%
61004290 5483 Diesel Fue	5,000	0	5,000	548.69	.00	4,451.31	11.0%
TOTAL Water Enterprise Fund	17,000	0	17,000	4,262.16	.00	12,737.84	25.1%
TOTAL EXPENSES	17,000	0	17,000	4,262.16	.00	12,737.84	

09/27/2022 16:02
6907lgil

Town of Greenfield
FY23 WATER FUEL ACCOUNTS

FOR 2023 03

	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
GRAND TOTAL	17,000	0	17,000	4,262.16	.00	12,737.84	25.1%
** END OF REPORT - Generated by Liz Gilman **							

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with
Massachusetts General Laws,

FY22 Reserve Fund Transfer Request

Moved that it be ordered,

Ordered, that:

The Sum of \$14,387 be transferred from the FY22 01001320.5781 Reserve Fund to
FY23 Weights and Measures Contracted Services account 01002440.5200

Reserve Fund Balance is \$75,000.

The FY23 budget for the Weights and Measures contracted services is \$10,000. The
Commonwealth just sent an increase to the assessment of \$14,387 (for a total price of \$24,387)

This major increase was totally unanticipated.

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

New contract received from the Commonwealth with pricing of \$24,387.

Building Commissioner Snow states there really is not another viable option but with the
Commonwealth.

There is an ongoing expense for the City that must now be incorporated into the operating budget going
forward, so it makes sense to transfer.

Attachments: Commonwealth Memo and Contract; Munis Report



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS

Office of Consumer Affairs and Business Regulation

DIVISION OF STANDARDS

One Ashburton Place • Room 1115 • Boston, MA 02108

(617) 727-3480 • Fax (617) 727-5705

www.Mass.Gov/STANDARDS

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

EDWARD PALLESCHI
UNDERSECRETARY

JAMES P. CASSIDY, JR.
DIRECTOR

August 19, 2022

Sent Via Email and Regular Mail

Vicki Baker
Enforcement Coordinator
City of Greenfield
14 Court Square
Greenfield, MA 01301

Re: New Contract and Fee for Weights and Measures Services

Dear Ms. Baker:

Many Massachusetts municipalities, including the City of Greenfield ("Greenfield"), have chosen to contract with the Division of Standards ("Division") to perform weights and measures functions pursuant to M.G.L. c. 98, § 35(a) ("Contracted Municipalities"). In most cases, these Contracted Municipalities signed one-page contracts with the Division many years ago, which have automatically renewed every year. The Division has not asked these Contracted Municipalities to execute new contracts nor has the Division changed the fee for its services in more than a decade.

Pursuant to M.G.L. c. 98, § 35(a)(2), on March 21, 2022, the Massachusetts Weights and Measures Standing Advisory Committee adopted a new fee structure for the Division's performance of weights and measures functions for the Contracted Municipalities. Using the newly adopted hourly rate and estimates of the time it takes to perform each inspection type, the Division calculated each Contracted Municipalities' new annual fee based on the number and type of inspections the Division performed in that Contracted Municipality in calendar year 2021.

The Division has also updated the contract it will use to provide these services to better describe the services the Division provides and to better define each parties' responsibilities. As a result, the Division will require each Contracted Municipality that wishes to continue contracting with the Division to execute a new contract. A copy of the new contract for the City of Greenfield is attached hereto for your review.

As you may know, M.G.L. c. 98, § 56 authorizes municipalities to determine for themselves the fees the municipalities charge the owners of weights and measures devices subject to annual inspection and sealing. As a result, Greenfield can choose to recoup the full amount of the Division's new contract amount by setting its municipal device inspection fees accordingly. Contracted Municipalities may wish to begin the process now of adjusting their device inspection fees to reflect the new cost of contracting with the Division.

If Greenfield would like the Division to continue to provide weights and measures services, please execute the enclosed contract and return it to me no later than December 1, 2022. The new annual contract term will be January 1, 2023 through December 31, 2023.

We look forward to continuing to provide weights and measures services to Greenfield. Please let me know if you have any questions.

Respectfully,

James P. Cassidy, Jr.

James P. Cassidy, Jr.
Director

Massachusetts Division of Standards
1 Ashburton Place, Room 1115
Boston, MA 02108
617-727-3480
James.Cassidy@mass.gov

Cc: City Council
Enc.

AGREEMENT
for
WEIGHTS AND MEASURES SERVICES

This Agreement is made this __ day of _____ 20__, by and between the Commonwealth of Massachusetts Division of Standards (the "Division") and the City of Greenfield, Massachusetts, a political subdivision of the Commonwealth of Massachusetts ("Municipality").

WITNESSETH:

WHEREAS, M.G.L. c. 98, § 35(a) requires the Municipality to establish a comprehensive weights and measures enforcement system; and

WHEREAS, M.G.L. c. 98, § 35(a)(2) allows the Municipality to satisfy the obligations established pursuant to Section 35(a) by contracting with the Division for the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures; and

WHEREAS, the Municipality has explored the options available to the Municipality by law to satisfy the obligations established pursuant to M.G.L. c. 98, Section 35(a) and has chosen to contract with the Division pursuant to Section 35(a)(2) to meet those obligations.

WHEREAS, the Division and the Municipality will work together to ensure the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures in the Municipality.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. TERM

The Agreement shall have a term of one year ("Term"), with the initial Term commencing on January 1, 2023. The Agreement shall automatically renew as governed by Section VI of this Agreement.

II. SCOPE AND TIMING OF WORK

The Division shall furnish the Municipality with weights and measures services pursuant to M.G.L. c. 98, § 35(a)(2) during the Term, as follows:

1. The Division shall test and seal those commercial weighing and measuring devices located in the Municipality at the time the Division visits device owners whose devices, in the Division's sole determination, are required by Massachusetts law to be tested and sealed.

2. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 98, § 56D for compliance with said Section 56D at least once every two years.
3. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 6, § 115A, M.G.L. c. 94, §§ 184A-184E, or M.G.L. c. 94, §§ 295A-295O for compliance with the unit pricing, item pricing, or price advertising requirements contained in those statutes.
4. The Division shall test and seal or inspect such other weights and measures devices located in, or businesses operating in, the Municipality which, in the Division's sole determination, must be so tested and sealed or inspected pursuant to Massachusetts law.
5. The Division shall investigate those consumer complaints against businesses operating in the Municipality that are received by the Division pursuant to Paragraph III and that, in the Division's sole determination, relate to weights and measures violations.
6. The Division shall have the sole authority to determine the timing of the performance of its responsibilities contained in Paragraph II.
6. The Division shall provide the Municipality with a summary of all businesses in the Municipality where the Division tested and certified devices or conducted inspections during the Term ("Inspections Summary"). The Division will also include in the Inspection Summary the number and class of devices tested.

III. MUNICIPALITY PERFORMANCE

The Municipality shall notify the Division when new businesses commence operating in the Municipality which the Municipality has reason to believe are subject to weights and measures testing and sealing or inspection, as described in Paragraph II. The Division shall not be responsible for the testing and sealing or inspection of any such new businesses unless and until the Municipality has provided the name and address of any such new business to the Division. The Municipality may notify the Division of any complaints the Municipality receives about potential weights and measures violations in the Municipality.

IV. CONTRACT AMOUNT AND PAYMENT

The Municipality herein agrees to pay the Division for providing the services contained in Paragraph II during the Term the amount of \$24,387.00. The Municipality agrees to remit payment in full of this amount to the Division no more than 30 days after the Municipality has received the invoice and Inspection Summary.

V. DEFAULT

The Municipality's failure to pay outstanding amounts due under this Agreement within thirty (30) days of receipt of the Division's invoice and Inspections Summary shall constitute a breach of the Agreement. Such a breach authorizes the Division, in its sole determination, to terminate the Agreement after providing at least thirty (30) days written notice of such breach and termination to the Municipality.

VI. RENEWAL, AND TERMINATION

The Agreement shall automatically renew unless either party notifies the other party no later than November 30 of the nonrenewing party's decision not to renew the Agreement. Either party may terminate the Agreement for any reason by providing at least sixty (60) days written notice to the other party.

VII. REPRESENTATIONS AND WARRANTIES

The Municipality has been fully authorized to execute this Agreement and no further action is required for the Municipality to perform its obligations hereunder. This Agreement has been duly executed by the undersigned on behalf of the parties and constitutes a valid and binding obligation of the parties. The undersigned executing this Agreement on behalf of the Municipality has the right, power, authority, and legal capacity to enter into this Agreement and to bind the Municipality thereby. The execution, delivery, and performance of this Agreement by the Municipality does not and will not violate, conflict with, or result in a breach of, or constitute a default under, any of the terms, conditions, or provisions of any statute, law, or regulation of any jurisdiction as such law or jurisdiction relates to the Municipality, or any judgement, order, injunction, decree or award of any court or arbitrator, administrative agency, or government or regulatory body against or binding upon the Municipality. There are no actions pending before any court or governmental authority or, to the Municipality's knowledge, any investigations pending or actions threatened, that question or challenge the validity of this Agreement or any action taken or to be taken by the Municipality in connection with the obligations undertaken pursuant to this Agreement. The Division makes no representations as to the correctness, sufficiency, or accuracy of any actions it performs or decides not to perform pursuant to the Agreement.

VIII. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

IX. NOTICES

Any notices or communications related to this Agreement shall be in writing and sent by email and mail, concurrently,

if to the Division, to:

if to the Municipality, to:

Director
Division of Standards
One Ashburton Place
Room 1115
Boston, MA 02108
Standards.mail@mass.gov

X. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Division, and any employee or agent thereof (each of the foregoing being hereafter referred to individually as an "Indemnified Party"), against all liability, including any expenses and reasonable attorney fees, to the Municipality or to third parties (other than liability resulting primarily from the gross negligence of the Indemnified Party) arising from any action or inaction of the Division. The Municipality's obligation to indemnify any Indemnified Party will survive the expiration or termination of the Agreement by either party for any reason. The Division may, at its option, conduct the defense in any third-party action arising from the Agreement and the Municipality promises to fully cooperate with such defense.

XI. MISCELLANEOUS

This Agreement may not be assigned by the Municipality without the Division's prior written approval. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by either party shall not constitute a waiver of any other provision or a waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement under seal as of the day and year first above written.

DIVISION OF STANDARDS

CITY OF GREENFIELD

BY: _____
Director James P. Cassidy, Jr

BY: _____
Name: _____

Title: _____

09/27/2022 16:27
6907lgil

Town of Greenfield
FY23 WEIGHTS AND MEASURES



P 1
glytdbud

FOR 2023 03

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
0100 General Fund	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
01002440 Weights and Measures							
52 Ordinary Expenses							
01002440 5200 Purchase O	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL Ordinary Expenses	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL Weights and Measures	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL General Fund	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL EXPENSES	10,000	0	10,000	.00	.00	10,000.00	

09/27/2022 16:27
6907lgil

Town of Greenfield
FY23 WEIGHTS AND MEASURES



P 2
glytdbud

FOR 2023 03

	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
	APPROP	ADJUSTMTS	BUDGET			BUDGET	USED
GRAND TOTAL	10,000	0	10,000	.00	.00	10,000.00	.0%
** END OF REPORT - Generated by Liz Gilman **							

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

Second Order
To Rescind Library Borrowing Authority

Ordered, that:

Upon recommendation of the Mayor, vote to rescind the following borrowing authorization by \$500,000. Revised authorization \$18,541,296

PURPOSE	DATE OF VOTE	ART #	AMT AUTH
New Library	03/20/19	19-050	19,541,296
	Voted 10/19/22	Reduce	-500,000
	Pending	Reduce	-500,000

Revised Authorization: 18,541,296

Majority vote required

VOTE:

Rationale:

This financial order is to reflect the second \$500,000 donation from the Greenfield Library Foundation / Friends of the Library. Total received to date is one million.

Attachment: Munis Report on Donation

10/24/2022 14:45
6907lgil

Town of Greenfield
LIBRARY - DONATIONS 10-24-22



P 1
glytdbud

FOR 2023 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4220 New Library Construction							
42206100 4830 Gifts	-500,000	-500,000	-1,000,000	-1,000,000.00	.00	.00	100.0%
GRAND TOTAL	-500,000	-500,000	-1,000,000	-1,000,000.00	.00	.00	100.0%

** END OF REPORT - Generated by Liz Gilman **

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,
Moved that it be ordered,

**THAT THE GREENFIELD CITY COUNCIL APPROVES THE ATTACHED RESOLUTION
TITLED “A RESOLUTION TO URGE THE MASSACHUSETTS GENERAL COURT TO PASS
H. 3053, AN ACT RELATIVE TO TAX DEEDS, AS FILED IN THE 192ND SESSION.**

Majority vote required

VOTE:

Explanation of supporting rationale:

Bill H. 3053: An Act relative to tax deeds

Greenfield City Council/Home Equity/Tax Title Taking Reform

Resolution & Background

Resolution:

Order no. FY 23-_____

MOTION: On a motion by Councilor _____, second by Councilor _____, it was VOTED:

That the Greenfield City Council resolves to urge the Massachusetts General Court to Pass H. 3053, An Act Relative to Tax Deeds, as filed in the 192nd Session.

The Act amends Section 53 of Chapter 60 so that upon issuance of an order on the taking of title and an order of public sale of a foreclosed property, the land court shall also order a public sale of the foreclosed property and order distribution of proceeds consistent with the provisions of M.G.L. Chapter 183 §. 21, §. 24-27 inclusive, treating the tax title holder like a mortgagee with the first priority interest in proceeds from the property, and treating the delinquent debtor as a mortgagor.

Background:

This is recommendation 10 presented by Mitch Speight, Joan Marie Jackson, and Al Norman, who ask that the Mayor and Council ask Greenfield's state legislative delegation to pass H. 3053 abolishing home equity collection beyond debt.

Definitions:

Mortgagee= the bank or lender. In this context the city—the tax title holder—would be treated as the mortgagee.

Mortgagor= the borrower, in this case, the homeowner.

Text of H. 3053:

Bill H. 3053: An Act relative to tax deeds.

(Emphasis added in **boldface** to bring attention to the language in the resolution.)

SECTION 1. Section 53 of Chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by striking the first paragraph in its entirety and replacing it with the following new paragraph:

"If a tax on land is not paid 14 days after demand therefore and remains unpaid, the collector shall request a hearing in the land court seeking authorization to exercise the power of taking.

The collector must give 14 days notice of his intention to exercise such power of taking and of the hearing in the land court, which notice shall be served in the manner required by law for the service of subpoenas on witnesses in civil cases and shall be published and shall conform to the requirements of section 40.

He shall also, 14 days prior to the hearing, post a notice so conforming at the property proposed for taking, in a newspaper of general circulation and in two or more convenient and public places where the property is located and the last known address of the owner.

At the hearing, the court shall make inquiry into the nature of the debt owed and whether there is sufficient evidence to demonstrate that the city or town has not received payment from the debtor.

The court shall also make inquiry and findings relative to the sufficiency of notice provided by the collector. The land court may authorize the taking only after issuing its findings in writing.

Upon issuance of an order on the taking, the land court shall also order a public sale of the foreclosed property and order distribution of proceeds consistent with the provisions of M.G.L. 183 §. 21, §. 24-27 inclusive, treating the tax title holder like a mortgagee with the first priority interest in proceeds from the property, and treating the delinquent debtor as a mortgagor.”

SECTION 2. Section 53 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the word “forty” in line 7, the following new words:

“and must include a clear statement in bold print that ‘Failure to act will result in losing ownership of your property.’”

SECTION 3. Section 53 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the word “thereto” in line 18, the following new sentence:

“Upon fulfillment of the tax debt through the collection of rents or other income from the land, the tax collector shall file a document reflecting that the property was redeemed through the collection or rents or other income from the land, and shall withdraw possession of the property.”

SECTION 4. Section 64 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the word “foreclosure” in the title of the subsection, the new words: “and sale”

SECTION 5. Section 64 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by striking the following words in line 2 “be absolute after” and replacing them with the following new words:

“convey a right to collect rents from the property until the debt is paid or to obtain payment, with first priority over all other liens from the proceeds of a judicial sale, upon”

SECTION 6. Section 64 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting the following new paragraph:

“If deemed appropriate and just by the land court, it may order seizure of rents or other income from the property if doing so would fully satisfy property tax liens and applicable interest and costs. **Upon issuance of a judgment foreclosing the right of redemption, the land court shall also order a public sale of the foreclosed property and order distribution of proceeds consistent with the provisions of M.G.L. 183 §. 21, §. 24-27 inclusive, treating the tax title holder like a mortgagee with the first priority interest in proceeds from the property, and treating the delinquent debtor as a mortgagor.**”

SECTION 7. Section 66 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the word “shall” in line 12, the new words:

“include language expressing the amount necessary to redeem the property and the consequences of failing to pay,”

SECTION 8. Section 66 of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by striking all words after the word “fixed” in line 17 and replacing them with the new following words:

“that failure to act will result in losing ownership of your property and a public sale of your property. If applicable, this could also result in eviction.”

SECTION 9. Section 69A of chapter 60 of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by inserting after the word “date” in line 7, the new sentence:

“Except in the interest of justice, no petition to vacate a decree of foreclosure entered under section sixty-nine and no proceeding at law or in equity for reversing or modifying such a decree shall be commenced after the date of the judicial sale and distribution of proceeds required under section sixty-four.”

Massachusetts General Law, Chapter 183. Section 27.

(This text describes how proceeds of the sale would be handled.)

Chapter 183, Section 27: Disposition of proceeds of foreclosure sale; itemized accounting provided to mortgagor.

Section 27. The holder of a mortgage [bank] of real estate, or his representatives, out of the money arising from a sale under the power of sale shall be entitled to retain all sums then secured by the mortgage, whether then or thereafter payable, including all costs, charges or expenses incurred or sustained by him or them by reason of any default in the performance or observance of the condition of the mortgage or of any prior mortgage, rendering the surplus, if any, to the mortgagor [homeowner] or his heirs, successors or assigns, unless otherwise stated in the mortgage. No person other than the holder of the mortgage shall be bound to see to the application of the money arising from such sale.

The holder of a mortgage of real estate [bank], or the holder's representatives, shall provide to the mortgagor [homeowner] or the mortgagor's heirs, successors or assigns a written notice containing an itemized accounting of the disposition of the proceeds arising from a sale under the power of sale including, but not limited to, the sale price, legal fees, auctioneer fees, publication costs and other fees, and any surplus due to the mortgagor, within 60 days after the receipt of such funds provided, that if such sale is subject to further legal proceedings, such accounting shall be stayed until the conclusion of such proceedings.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,
Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL AMENDS THE CODE OF THE CITY OF
GREENFIELD CHAPTER 408: VEHICLES AND TRAFFIC AS ATTACHED HERETO:

AND FURTHER AMENDS THE TABLE OF CONTENTS AND INDEX OF CONTENTS OF THE
CODE AND FURTHER THAT NONSUBSTANTIVE CHANGES TO THE NUMBERING OF THE
ORDINANCE BE PERMITTED IN ORDER THAT IT BE IN COMPLIANCE WITH THE
NUMBERING FORMAT OF THE CODE OF THE CITY OF GREENFIELD.

Majority Vote Required

Vote:

Explanation of supporting rationale:

Chapter 408. Vehicles and Traffic

Global Changes

Change “Town” to “City”

§ 408-4. Metered spaces.

- A. The maximum parking time in all metered spaces is two or four hours, depending on the location. “Feeding” the meter past ~~two hours~~ the maximum time is not allowed.
- B. Meters accept nickels, dimes and quarters. Rates are annually set by the Mayor and kept on file in the Mayor’s office.
- C. Only United States currency may be used in parking meters; other currency will not register.
- D. Parking regulations are enforced Monday through ~~Saturday~~ **Friday** from 8:00 a.m. to ~~65~~:00 p.m. ~~Sundays-Weekends~~ and legal holidays (holidays on which municipal offices are closed) are excluded.
- E. Holders of Purple Heart and Gold Star Family License Plates are to receive extended parking privileges and are exempt from paying parking meter fees. Holders of these plates must follow all posted time limits or be subject to fines.

§ 408-5. Parking lots.

- A. Locations. Kiosks are used in ~~Town~~ **City** parking lots with the exception of the Pleasant Street Lot, which is permit parking only. Maximum parking limits are as follows. Rates for each lot are annually set by the Mayor.

Lot	Maximum Time (hours)
Ames Street Lot	4
Chapman and Davis (C and D) Lot	10
Fire Station Lot	4
Fiske Avenue <u>Lot</u>	2
Hope Street Lot	10
Legion Lot	4
Miles Street Lot	4

~~Olive Street Lot~~ 4

Pleasant Street Lot ~~10~~ No time limit

~~Town~~ City Hall (rear) Lot 4

B. The kiosks will accept nickels, dimes, quarters, debit cards and major credit cards. Only United States currency can be used; other currency will not register.

C. No parking is allowed between the hours of 1:00 a.m. and 6:00 a.m. from December 1st to April 1st. Year round overnight parking is only allowed in designated areas.

§ 408-6. Parking permits.

A. Parking permits may be purchased as set forth below for use in all Town-owned parking lots, except the Fiske Avenue lot.

B. Long-term parking permits are available on a quarterly and annual basis for companies located in the Greenfield downtown area as well as individuals who work in the downtown area.

C. Permit parking is not allowed in the Fiske Avenue lot or in any metered spaces. Permitted parking is available in all other lots regardless of the hourly parking limits in those lots. A list of the lots is as follows:

Ames Street Lot

Chapman and Davis (C and D) Lot

Fire Station Lot

Hope Street Lot

Legion Lot

Miles Street Lot

~~Olive Street Lot~~

Pleasant Street Lot

~~Town~~ City Hall (rear) Lot

D. Parking regulations are enforced Monday through ~~Saturday~~ Friday from 8:00 a.m. to ~~65~~ 6:00 p.m. ~~Sundays~~ Weekends and legal holidays (holidays on which municipal offices are closed) are excluded.

E. Permits can be purchased at the Greenfield Collector's Office at ~~Town~~ City Hall, 14 Court Square, Greenfield, Monday through Friday from 8:30 a.m. to 5:00 p.m. Applicants should bring

their vehicle registration or a copy of the registration into the Collector's Office when applying for the permit. The ~~annual~~ rates are set annually by the Mayor.

- F. ~~Payment must be made with cash or check. Debit and credit cards are not accepted.~~ Payment can be made with cash, check, debit card or major credit card. If permits are being purchased in bulk, the purchaser must provide the name and plate number(s) of individuals for whom they are purchasing permits. The bulk purchaser shall provide the Collector with one ~~check~~ payment for the purchase and the name and contact information of the person representing the bulk purchaser.
- G. Permits may be purchased individually for a minimum of three months at a rate per month. The rate is set annually by the Mayor.
- H. Annual permits will run from January through December.
- I. Refunds will be issued for full months only and only upon surrendering of the permit.
- J. The permit holder is responsible for the permit. Lost permits will be replaced at a cost of \$5.
- K. Permits are not transferable. If individuals typically drive different vehicles to work, they need to provide all vehicle plate numbers to the Collector's office at the time of application.
- L. Permits must be hung from the rear-view mirror. The hang-tag must be removed prior to driving the vehicle. If the tag is not removed, the driver may be ticketed for having an obstructed windshield.
- M. Year-round overnight parking is only allowed in designated spaces in the C and D Lot and Hope Street Lot.
- N. Violation of these guidelines will result in the standard parking ticket for the first offense. Revocation of the permit may also be a consequence.
- O. Monthly permits are available for the parking garage. Please see the City website www.greenfield-ma.gov/Parking for rates and details.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Upon recommendation of Mayor Wedegartner

An Order Amending the Code of the City of Greenfield

Move that it be ordered, that the Greenfield City Council amend the code of the City of Greenfield Chapter 381- Stormwater Management as written in the strikethrough attached hereto.

§ 381-7. Classes of Permit applications; fees; additional approvals required, A. (1) Residential, strike “The permit and application fee shall be \$25, payable to the Town of Greenfield”; A. (2) Nonresidential, strike “The permit and application fee shall be \$100, payable to the Town of Greenfield”; B. strike “his” and replace with “their”, add “Permit” and “shall be set by the Mayor and”; C. after “excavation” add “/trench”, strike (Street opening permit), strike “or”, and add “or on private property”.

And further amend the code, Chapter 381 with the following Global Changes:

- Change “Town” to “City”
- Change “Superintendent” to “Director”

And further amend the index of the code, and further that no substantive changes to the numbering of the ordinance be permitted in order that it be in compliance with the numbering format of the code of the City of Greenfield.

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Chapter 381. Stormwater Management

Global Changes

Change “Town” to “City”

Change “Superintendent” to “Director”

§ 381-7. Classes of permit applications; fees; additional approvals required.

A. There shall be two classes of stormwater connection permit applications:

- (1) Residential. This includes all single- and two-family individual dwelling units, not including subdivisions. ~~The permit and application fee shall be \$25, payable to the Town of Greenfield.~~
- (2) Nonresidential. This includes all multifamily dwellings, subdivisions, commercial, industrial and institutional uses. ~~The permit and application fee shall be \$100, payable to the Town of Greenfield.~~

B. The application form shall be signed by the owner of the property or by ~~his~~ their authorized representative. Permit Fees shall be set by the Mayor and are nonrefundable. Applications may be transferred to a new owner with permission of the DPW.

C. In addition to the stormwater connection permit, the owner must obtain an ~~excavation~~ trench permit ~~(street opening permit)~~ from the DPW where subsurface work is to be done on public property, ~~or~~ within the public way or on private property.

D. Contact DIG SAFE 1-888-344-7233 for utility notification.

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CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order Amending the Code of the City of Greenfield

Move that it be ordered, that the Greenfield City Council amend the code of the City of Greenfield Chapter 400 – Trees, Attachment 3 – List of Approved Trees for City Planting as follows:

§ 400 Town of Greenfield Appendix C List of Approved Trees for Town Street Planting, strike entire page and replace with new attachment 3 “Appendix C List of approved Trees for City Street Planting”, attached hereto,

And further amend the index of the code, and further that no substantive changes to the numbering of the ordinance be permitted in order that it be in compliance with the numbering format of the code of the City of Greenfield.

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Appendix C List of Approved Trees for **Town** Street Planting – **To be stricken.**

Appendix C List of Approved Trees for **City** Street Planting – **Replacement.**

TREES
400 Attachment 3
City of Greenfield

Appendix C List of Approved Trees for City Street Planting

This list is a guide and the City may add or delete species as needed. No tree identified as an “invasive-species” by local, state or federal agencies shall be planted under any circumstances.

Large Trees 40’ to 80’

- Elm, American (*Ulmus americana*) (Dutch elm disease resistant)
- Ginkgo (*Ginkgo biloba*)
- Hackberry, American (*Celtis occidentalis*)
- Honeylocust (*Gleditsia triacanthos*)
- Linden, American (*Tilia americana*) – ‘Boulevard’ is a good cultivar for narrow sites
- London Planetree (*Platanus × acerifolia*)
- Maple, Red (*Acer rubrum*) ‘October Glory’, ‘Red Sunset’ or other cultivars. If used in narrow sites, cultivars such as ‘Red Pointe’ and ‘Scarlet Sentinel’
- Oak, Red (*Quercus rubra*)
- Oak, Pin (*Quercus palustris*)
- Oak, Swamp White (*Quercus bicolor*)
- Tulip poplar (*Lireodendron tulipifera*)
- Tupelo tree (Black Gum) (*Nyssa sylvatica*)
- Sweetgum (*Liquidambar styraciflua*)

Medium Trees 30’ to 40’

- Elm, American (*Ulmus americana*) - cultivar such as ‘Jefferson’
- Honeylocust (*Gleditsia triacanthos*) - cultivars such as ‘Impcole’ or ‘Street Keeper’
- Linden, American (*Tilia americana*) - cultivars such as ‘Legend’, ‘Lincoln’ or ‘Redmond’
- Maple, Red (*Acer rubrum*) –cultivars such as ‘Brandywine’ and ‘October Brilliance’

Small Trees under 30’

- Crabapple (*Malus spp.*) (smaller cultivars such as ‘Red Jewel’, ‘Adirondack’, ‘Golden Raindrops’, ‘Prairie Fire’ and others)
- Serviceberry (*Amelanchier spp.*)
- Hawthorn, Green (*Crataegus viridis*)
- Hophornbeam aka Ironwood (*Ostrya virginiana*)
- Hornbeam (Musclewood) (*Carpinus caroliniana*)
- Redbud, Eastern (*Cercis canadensis*)
- Yellowwood (*Cladrastis kentukea*)

CITY COUNCIL ORDER

City of GREENFIELD

MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with MGL Ch.101 and Greenfield Home Rule Charter §6-9,

Move that it be ordered, that the Greenfield City Council amend the code of the City of Greenfield Under Part III General Legislation, by adding Chapter 410: Vendors, as attached hereto.

And further amends the table of contents and index of contents of the code and further that nonsubstantive changes to the numbering of the ordinance be permitted in order that it be in compliance with the numbering format of the code of the City of Greenfield.

Vendors

§410-1 Definitions

Vendor – A person, business, or organization selling goods, food, beverages, or services, from a location other than a physical store or other fixed place of business, usually temporarily.

Host – a person, business, or organization responsible for renting, leasing, or granting use of space to a vendor. Hosts include, but may not be limited to, event organizers and those with a business license to operate at a physical store or other fixed place of business in Greenfield.

Short term – Vendors operating in Greenfield for seven days or fewer annually.

Long term – Vendors operating in Greenfield for more than seven days annually.

§410-2 Applicability

This ordinance applies to all vendors operating in the City of Greenfield, including ice cream truck vendors, and to all those hosting vendors. Exceptions are listed in §3-1.

This ordinance shall not apply to alcohol sales, which is regulated elsewhere [M.G.L. c. 138, 204CMR, Greenfield ordinance Chapter 209].

This ordinance is not meant to address door-to-door solicitation, which is regulated elsewhere [Greenfield ordinance Chapter 337].

This ordinance shall not apply to those telling fortunes for money, which is regulated elsewhere [M.G.L. c.140 §185I].

§410-3 License required

Vendors

Vendors operating at a location for which there is not a host or for a long term as defined in this ordinance must obtain a Greenfield vendor license from the Board of License Commissioners.

Ice cream truck vendors

All ice cream truck vendors are required to obtain a Greenfield vendor license from the Board of License Commissioners and to be licensed per M.G.L. c.270 §25 and 520CMR15.00.

Alcohol

The sale of alcoholic beverages requires a license from the Board of License Commissioners and is regulated elsewhere.

Fortune telling

The telling of fortunes for money requires a license from the Board of License Commissioners and is regulated elsewhere.

Hosts – Events for which an entertainment license is not required

Those hosting events with vendors at a location other than their regular fixed place of operation/business and who are not required to have an entertainment event license, must obtain a Greenfield vendor Show Host License from the Board of License Commissioners.

§410-3-1 Exceptions to Greenfield vendor license requirement

- (1) Any person selling farm products raised or produced by themselves or their family is not required to obtain a Greenfield vendor license.
- (2) Anyone who has a physical store or other fixed place of business in Greenfield and is operating at a temporary location for a short term is not required to obtain a Greenfield vendor license provided there is no zoning or other law prohibiting such activity. Vending on City property or public ways will require permission from the City. The City may require abutter approval for vending on public ways per M.G.L. c. 140 §50.
- (3) This ordinance does not apply to wholesalers selling to dealers, nor to commercial agents or others selling by sample, lists, catalogues or otherwise for future delivery.
- (4) Vendors operating under a written agreement with a promoter duly licensed per M.G.L. c.101 are not required to obtain a Greenfield vendor license.
- (5) Vendors licensed under M.G.L. c. 101 by the Division of Standards are not required to obtain a Greenfield vendor license, with the exception of door-to-door solicitors who do not need a Greenfield vendor license but are required to obtain a Greenfield solicitation license per Greenfield ordinance Chapter 337.

And other exceptions per M.G.L. c.101.

§410-4 Vendors selling at events

Vendors

Vendors operating for a short term at a location for which there is a host (i.e. entertainment event, craft fair, store front, restaurant, etc.) are not required to have a Greenfield vendor license. All vendors selling food, beverage, or other ingestibles must obtain all approvals and permits required by the Health Department, Fire Inspector if needed, or any other relevant inspectors. Vending on City property or public ways will require permission from the City. The City may require abutter approval for vending on public ways per M.G.L. c. 140 §50.

Event organizers / hosts

As far in advance of the event as is practicable the event organizer should submit information to the Board of License Commissioners regarding the date(s) and location of the event, and a list of all vendors who will be selling at the event. The list should include the name of the business, owner/vendor name, vendor/business contact

information including address, phone, email, & website, and types of items being sold. This paragraph does not apply to promoters licensed under M.G.L. c. 101 by the Division of Standards. Promoters should submit a copy of their promoter license prior to their event.

Those hosting an event with vendors at the host's regular fixed place of operation/business are not required to have a vendor Show Host License but should submit a list of vendors as stated in the previous paragraph. Hosts who are required to obtain an entertainment event license are not required to have a vendor Show Host License but should submit a list of vendors.

Farmers' markets

In keeping with M.G.L. c.101 §15, anyone selling farm products raised or produced by themselves or their family is not required to obtain a vendor license. Organizers of farmers' markets are not required to submit a list of farmers vending at the market but should submit a list of vendors selling non-farm products or services.

§410-54 Vendors selling at fixed places of business not owned or leased by the vendor

Vendors selling at fixed places of business not owned or leased by the vendor (i.e. art galleries, antique shops, etc.) are not required to have a Greenfield vendor license. The store owner should maintain a list of artists, crafters, or other vendors for a minimum of one year. The City reserves the right to request a copy of the list.

Owners of antique and other second hand shops are required to have a junk dealer license per Greenfield ordinance Chapter 282. Vendors selling merchandise in the store operating under the store owner's junk dealer license are not required to have a Greenfield vendor license.

Food trucks or other food vendors selling at an establishment for which a Common Victualler's license has been issued are not required to have a Greenfield vendor license. All food vendors must obtain all approvals and permits required by the Health Department, Fire Inspector if needed, or any other relevant inspectors. Vending on City property or public ways will require permission from the City. The City may require abutter approval for vending on public ways per M.G.L. c. 140 §50.

§410-6 Insurance

At the discretion of the City of Greenfield, vendors operating on City-owned property or within the public way may be required to maintain a comprehensive liability insurance policy in an amount to be determined by the City for the continuance of the license. The policy should name the City of Greenfield as an additional insured. This insurance

requirement shall not apply for vendors operating at an event for which the event organizer has already satisfied this condition.

§410-7 License fees

Unless otherwise set by the Board of License Commissioners, the following is the fee schedule for vendors and hosts who require licenses:

Vendors – Vendor license

Vendors operating 1 – 3 days in a calendar year - \$10

Vendors operating 4 – 7 days in a calendar year - \$25

Vendors operating 8 or more days in a calendar year or annually/seasonally - \$75

Hosts – Vendor Show Host License

Event with 1 – 3 vendors - no fee

Event with 4 – 10 vendors - \$10

Event with 11 – 25 vendors - \$25

Events with 26 or more vendors - \$50

The vendor Show Host License fee does not apply if a host has obtained an entertainment license for the event.

Majority Vote Required

Vote:

Explanation of Supporting Rationale:

- Memo from Chief of Staff Dani Letourneau
- Town of Greenfield Vendor Regulations, currently in effect



OFFICE OF THE MAYOR

ROXANN WEDEGARTNER

Mayor

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1560 • Fax 413-772-1519
Mayor@greenfield-ma.gov • www.greenfield-ma.gov



MEMO

TO: City Council President Sheila Gilmour

FROM: Dani Letourneau, Chief of Staff to Mayor Roxann Wedegartner

DATE: 10/24/2022

CC: City Council Vice President Dan Guin, Chair of Appointments and Ordinances, Mayor Wedegartner, Full City Council, Dept. Heads

RE: New Ordinance, Vendors

Dear Council President Gilmour,

Currently, the City regulates vendors by way of the “Town of Greenfield Vendor Regulations” created by the Board of License Commissioners many years ago. Over time, it has emerged that edits should be made to the regulation, and that these edits should be codified. I have worked closely on these edits with Licensing Clerk Lori Krikorian, who is a wealth of knowledge in City Hall.

The purpose of this proposed ordinance is to ensure that folks can sell their wares legally, and the public is protected from any unanticipated harm. This ordinance applies to businesses such as temporary outdoor sales kiosks, food trucks, and the like. These are often temporary microenterprises, with limited capital and sometimes traveling to Greenfield from far away. Streamlining the process for these folks, without jeopardizing the City residents’ health and safety, is the goal. We have regulations and ordinances for alcohol, for food and beverage, for fire safety, and there are rules requiring background checks in certain circumstances in other areas of the Code. The Commonwealth’s Division of Standards, under Chapter 101, also the ability to obtain a Massachusetts Promotor’s License (<https://www.mass.gov/how-to/promoter-license>) which further regulates the events these vendors are often a part of. That is to say, we

have tried give a break to businesses that are regulated elsewhere in the Code, in MGL, or with inspections.

We have added a definition and a license category for event Show Hosts, which would apply to larger events with multiple vendors, allowing the host to come before the Board of License Commissioners once, instead of calling in each individual vendor to an in-person (or zoom) monthly meeting.

I would be happy to attend the A&O meeting where this is discussed in order to explain more and give examples of some of the circumstances which propelled us to propose these changes.

Respectfully Submitted,

Dani Letourneau

add to
part III
General
Reg.



MGL

Town of Greenfield Vendor Regulations

§1.0 Purpose

The purpose of these regulations is to clarify licensing requirements for vendors operating in the Town of Greenfield.

§2.0 Authority

These regulations are adopted under authority of Massachusetts General Laws c.101 and Town of Greenfield Home Rule Charter §6-9.

In accordance with M.G.L. c.101 and the Town of Greenfield Home Rule Charter §6-9, the Greenfield Board of License Commissioners is the licensing and regulatory authority of vendors and as such may make rules and regulations relative to the business of vendors, may provide supervision thereof, may make additional rules and restrictions particular to any vendor and said licenses may be revoked after a hearing for cause.

In accordance with M.G.L. c.101, the Board of License Commissioners may set reasonable license fees for vendors.

§3.0 Applicability

Any person or business, either principal or agent, who engages in exhibiting and selling or bartering for goods, wares, or merchandise, or services subject to tax under M.G.L. c.64H, which is conducted in a location other than a fixed place of business within Greenfield, is required to obtain a Town of Greenfield vendor license. Exceptions to this are listed in §6.0 below.

These regulations are not meant to address door-to-door solicitation, which is regulated elsewhere, in §124 of the Code of the Town of Greenfield.

§4.0 Definitions

Event organizer – The person responsible for renting, leasing, or granting use of space at a theatrical exhibition, public show, public amusement, or exhibition of any description, to any vendor for the display for sale or for the sale of tangible personal property or services subject to tax under M.G.L. c.64H. In the context of these regulations, "event" is not meant to include shows of vendors conducted by duly licensed Promoters.

Fixed place of business – A business that operates consistently from a specific physical store location, annually (or seasonally), during usual business hours, which is the time period during which similar businesses in the community conduct business.

Promoter – A person or business who operates for the purpose of either directly or indirectly renting, leasing, or granting a license to use space to any vendor for the display for sale or for the sale of tangible personal property or services subject to tax under M.G.L. c.64H. Examples of Promoters are those conducting antique shows, flea markets, craft fairs, comic book shows, or other vendor shows.

Vendor – A person or business, either principal or agent, who engages in exhibiting and selling or bartering for goods, wares, or merchandise, or services subject to tax under M.G.L. c.64H, which is conducted in a location other than a fixed place of business within the Commonwealth.

- a. Hawker / Pedler vendor – A person, either principal or agent, who engages in exhibiting and selling or bartering for goods, wares, or merchandise, or services subject to tax under M.G.L. c.64H, which is carried on either on foot or from any animal or vehicle, either from place to place in the same town or traveling from town to town.
- b. Transient vendor – A person, either principal or agent, who engages in a temporary or transient business in the Commonwealth, exhibiting and selling goods, wares, or merchandise, or selling services subject to tax under M.G.L. c.64H, which is carried on in any tent, booth, building, or other structure, either in one locality or in traveling from place to place. This shall not include a person operating under a written agreement with a licensed Promoter.

Vendor show – A show, the attraction of which is entirely or primarily vendors displaying for sale their goods, wares, merchandise, or services subject to tax under M.G.L. c.64H. Examples of vendor shows are flea markets, craft fairs, comic book shows, or the like.

Written operating agreement – A written agreement between a promoter, licensed under M.G.L. c.101 §3A, and a vendor to conduct business at any location.

§5.0 Requirements

- (1) Before commencing business in Greenfield, all vendors operating in the Town of Greenfield must obtain a Greenfield vendor license. All vendors must submit a copy of
 - a. Either their Massachusetts State Hawker / Pedler vendor license OR their Massachusetts State Transient vendor license;
 - b. Massachusetts sales and use tax registration
- (2) Additionally, no Greenfield vendor license will be issued until all underlying requirements have been satisfied, including any Health, Fire, Building, or other inspection permits, and any application or inspection fees due.
- (3) Event organizers must submit a list of vendors who will be operating at the event, along with the vendor contact information and types of items they will be vending, as far in

advance of the event as is practicable but a minimum of 30 days prior to the event. The Licensing Commissioners may accept additional applications for vendors closer to the date of the event, but the intent is to provide sufficient time for vendors to obtain their State licenses.

- (4) Promoters must submit a copy of their Promoter license issued by the Massachusetts Division of Standards Office of Consumer Affairs & Business Regulation a minimum of 14 days prior to the vendor show.

§6.0 Exceptions

The following exceptions to Greenfield vendor licensing requirements apply:

- (1) Any person or business with a fixed place of business within Greenfield that is open for business during usual business hours annually or seasonally who will be vending temporarily at a location in Greenfield other than their fixed place of business is not required to obtain a Greenfield vendor license.
- (2) Any person selling farm products raised or produced by themselves or their family is not required to obtain a Greenfield vendor license. The provisions of this regulation relating to vendors shall not apply to any person who peddles only fish obtained by his own labor or that of his family, fruits, vegetables or other farm products raised or produced by himself or his family, nor to persons licensed under M.G.L. c.94 §40 with respect to the sale by them of eggs, or milk, skimmed milk, cream, butter, cheese or other milk products, except frozen desserts as defined in M.G.L. c.94 §65G.
- (3) Any tradesperson who will be temporarily displaying goods for future sales or service is not required to obtain a Greenfield vendor license. The provisions of this regulation relating to vendors shall not apply to wholesalers or jobbers selling to dealers only, nor to commercial agents or other persons selling by sample, lists, catalogues or otherwise for future delivery, nor to any dealer regularly engaged in supplying customers with fuel oil for heating or cooking purposes from a fixed place of business within the Commonwealth and who does not customarily solicit direct sales from house to house or by means of outcry, sign or signal.
- (4) Vendors operating under a written agreement with a promoter duly licensed per M.G.L. c.101 §3A are not required to have a Greenfield vendor license.
- (5) In keeping with M.G.L. c.101 §24, any veteran who has a service-connected disability, and any blind person resident in the Commonwealth, who have obtained a special state vendor license is not required to have a Greenfield vendor license, provided however that such vendor may not vend on any public street or sidewalk unless and until they shall have received written authority to do so from the Chief of Police or his designee.
- (6) Vendors selling newspapers, religious publications, ice, flowering plants and such flowers, fruits, nuts and berries as may be wild or uncultivated provided however that the

Board of License Commissioner may regulate the sale or barter and the carrying for sale or barter or exposing therefore by vendors of such articles without the payment of a fee.

§7.0 Insurance

Any vendor operating on Town-owned land or within the public ways shall maintain a comprehensive liability policy in an amount to be determined by the Licensing Commissioners for the continuance of the license. The Town shall be notified in writing at least 15 days prior to any cancellation or change to such policy. Said policy shall (1) include the Town of Greenfield as an additional insured, (2) apply as primary insurance, (3) shall stipulate that no other insurance effected by the Town will be called on to contribute to a loss, and (4) if said policy is cancelled, terminated, suspended, or materially changed, the license shall be suspended until such time as compliance with the requirements of this section have been fully satisfied.

This insurance requirement shall not apply for vendors operating at an event for which the event organizer or show organizer has already satisfied this condition.

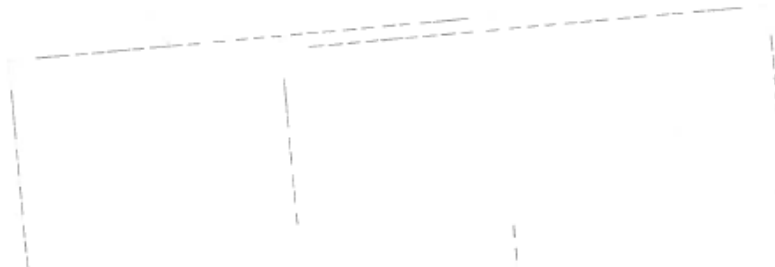
§8.0 Enforcement

The provisions of this regulation may be enforced by any available means in law or equity, including but not limited to all Massachusetts General Laws applying to vendors and enforcement by non-criminal disposition pursuant to M.G.L. c.40 §21D.

Any vendor operating without the required Greenfield vendor license, or any licensed vendor violating any provision of these regulations, the provisions of M.G.L. c.101, or any of the conditions of their license will be subject to a fine of not more than fifty dollars or by imprisonment for not more than two months, or both.

§10 Validity

If any section, paragraph, subdivision, clause, or provision of these regulations shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision so adjudged and the remainder of these regulations shall be deemed valid and in effect.



CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:
Second by Councilor _____:

The City Council,
Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL, PURSUANT TO CHARTER SECTION 2-10, AFFIRMS THE FOLLOWING APPOINTMENTS AND RE-APPOINTMENTS BY THE MAYOR AS FOLLOWS:

Appointments:

- Commission on Disability Access - Lynne Kelley (moving from full member to alternate), Term Expires December 31, 2025
- Human Rights Commission - Grady VerPlanck, Term Expires December 31, 2024
- Mayor's Task Force Against Domestic Violence - Katie Rosewarne (representative of Franklin County District Attorney's Office designated by the FC district attorney, two-year term, per charter), Term Expires December 31, 2024

Reappointments:

- Board of License Commissioners - Alan Ball, Term Expires December 31, 2025
- Cemetery Commission - Jeffrey Hampton, Term Expires December 31, 2025
- Conservation Commission - Christin McDonough and Erika LaForme, Term Expires December 31, 2025
- Constables - Peter Clark and Joseph LaChance, Term Expires December 31, 2025
- Council on Aging - Randie Handleman, Janice Colbert and Margot Peck, Term Expires December 31, 2025
- Franklin County Tech School Committee - Paul Doran, Term Expires December 31, 2025
- Historical Commission - Robert Moorhead, Term Expires December 31, 2025
- Mayor's Task Force Against Domestic Violence - Ilana Gerjuoy, Term Expires December 31, 2025
- Parking & Traffic Commission Sebastian Gutwein and Jean Wall, Term Expires December 31, 2025
- Planning & Construction - Nancy Hazard, Term Expires December 31, 2025
- Public Library Board of Trustees - Doris Cowdrey and Samantha Wood, Term Expires December 31, 2025
- Recreation Commission - Heather Valenta (Alternate) and Barb Zaccheo, Term Expires December 31, 2025
- Retirement Board - Marianne Fiske, Term Expires December 31, 2025
- Sustainable Greenfield Implementation Committee - Hannah Rechtschaffen and Jonah Keane, Term Expires December 31, 2025

Majority Vote Required.

VOTE:

Explanation of supporting rationale: Charter Section 2-10 does not call for a formal vote to affirm the appointees but does say that "at least nine (9) members shall be necessary to reject an appointment proposed by the Mayor"

ROXANN WEDEGARTNER

Mayor

City Hall

14 Court Square

Greenfield, MA 01301

Phone 413-772-1560 • Fax 413-772-1519

mayor@greenfield-ma.gov

www.greenfield-ma.gov



City of
GREENFIELD, MASSACHUSETTS
OFFICE OF THE MAYOR

MEMO

TO: Sheila Gilmour, City Council President

Dan Guin, City Council Vice President

FROM: Mayor Roxann Wedegartner

DATE: October 24, 2022

RE: November Appointments & Reappointments to City Boards and Commissions

I submit the following names for appointments and reappointments to these City Boards and Commissions:

Appointments:

- Lynne Kelley; Commission on Disability Access (moving from full member to alternate); December 31, 2025
- ~~Charlotte Treiber; Crossroads Cultural District; Project Duration Duplicate.~~
- Grady VerPlanck; Human Rights Commission; December 31, 2024
- Katie Rosewarne; Mayor's Task Force Against Domestic Violence (representative of Franklin County District Attorney's Office designated by the FC district attorney, two-year term, per charter); December 31, 2024

Reappointments:

- Alan Ball; Board of License Commissioners; December 31, 2025
- Jeffrey Hampton; Cemetery Commission; December 31, 2025
- Christin McDonough; Conservation Commission; December 31, 2025
- Erika LaForme; Conservation Commission; December 31, 2025
- Peter Clark; Constables; December 31, 2025
- Joseph LaChance; Constables; December 31, 2025
- Randie Handleman; Council on Aging; December 31, 2025
- Janice Colbert; Council on Aging; December 31, 2025
- Margot Peck; Council on Aging; December 31, 2025
- Paul Doran; Franklin County Tech School Committee; December 31, 2025
- Robert Moorhead; Historical Commission; December 31, 2025
- Ilana Gerjuoy; Mayor's Task Force Against Domestic Violence; December 31, 2025
- Sebastian Gutwein; Parking & Traffic Commission; December 31, 2025
- Jean Wall; Parking & Traffic Commission; December 31, 2025
- Nancy Hazard; Planning & Construction; December 31, 2025

- Doris Cowdrey; Public Library Board of Trustees; December 31, 2025
- Samantha Wood; Public Library Board of Trustees; December 31, 2025
- Heather Valenta; Recreation Commission (alternate); December 31, 2025
- Barb Zaccheo; Recreation Commission; December 31, 2025
- Marianne Fiske; Retirement Board; December 31, 2025
- Hannah Rechtschaffen; Sustainable Greenfield Implementation Committee; December 31, 2025
- Jonah Keane; Sustainable Greenfield Implementation Committee; December 31, 2025



Mayor Roxann Wedegartner

City of Greenfield MA

Form: Board & Commission Volunteer Application

Someone filled out this form. Here is their info...

Name	Grady VerPlanck
What board or commission are you interested in?	Human Rights Commission (9 Seats) Parking & Traffic Commission (5 Seats) Planning & Construction (7 Seats) Recreation Commission (7 Seats)
Email	
Address	69 PHILLIPS ST
City	GREENFIELD
State	MA
Zip	
Phone	
Alt Phone	
Fax	
	Licensed attorney with a decade of experience examining problems and advocating for solutions. Relatively new to Greenfield (2 years) so am invested in my new, adopted hometown. I am able to work with a wide, diverse array of people to come to common solutions that are good for everyone, and am able to see both sides of issues to understand people's rationale behind their position, even if I disagree with it.
	No
	Am self employed so can set my own scheduled ads needed by the Board.

GRADY VERPLANCK
69 PHILLIPS STREET
GREENFIELD, MA 01301
813-992-0624
grady@verplancklaw.com

BAR ADMISSIONS

Vermont (2019)
Massachusetts (2016)
Florida (2010)

EDUCATION

Barry University School of Law Orlando, FL
Juris Doctor, May 2010
Honors: Book Award, Environmental Law

Florida Atlantic University Boca Raton, FL
Master of Arts, December 2006
Honors: The Chancellor's List

University of Florida Gainesville, FL
Bachelor of Arts, August 2002

EXPERIENCE

VerPlanck Law PLLC Greenfield, MA
Owner/Managing Attorney November 2020-Present

- Owner/operator of small boutique law firm focusing on criminal defense and estate planning
- Provide zealous representation for clients in at all stages of legal proceedings

Windham County State's Attorneys Office Brattleboro, VT
Deputy State's Attorney September 2019-October 2020

- Juvenile Prosecutor, responsible for all cases in Windham County
- Work closely with DCF, law enforcement, and service providers

Children's Legal Services-Department of Children and Families Lake City, FL
Senior Attorney April 2017-August 2019

- Represent State of Florida advocating for abused, neglected, and dependent children
- Assist in finding permanent homes for children through adoption and permanent living arrangements
- Selected for inaugural Children's Legal Services Leadership Academy

State Attorney's Office- Third Judicial Circuit
Assistant State Attorney

Lake City, FL
May 2012-April 2016

- Review police reports and intake files to make criminal filing decisions based on application of Florida Statutes and the U.S. Constitution
- Arraign defendants twice weekly, offering applicable standard plea offers while advising of their legal rights
- Research relevant areas of the law in response to ever-changing fact patterns

University of Tampa
Adjunct Professor

Tampa, FL
January 2012-May 2012

- Instructed college students in a senior-level class examining in-depth the First Amendment and the U.S. Supreme Court
- Formulated class syllabus and in-class assignments, as well as research papers and debate exercises
- Maintained a high level of instruction and debate while adhering to the University's policies and procedures.

Bay Area Volunteer Legal Program
Pro Bono Attorney

Tampa, FL
February 2011-April 2012

- Assisted low income and indigent clients with legal issues in the area of family law, including divorce, child support, and alimony.
- Analyzed factual situations and apply legal rules and regulations to provided needed legal help.
- Coordinated client needs and desires with laws and regulations of family law practice of Hillsborough County.

State Attorney's Office, Ninth Judicial Circuit
Intern

Orlando, FL
May 2009-August 2009

- Supported prosecutors in case preparation by taking lead role in summarizing relevant facts and documenting key insights gained by engaging with necessary witnesses.
- Attended depositions and maintained current record of notes regarding important legal issues potentially impacting current cases.
- Reviewed and compiled summaries of hundreds of hours of recorded jailhouse records to pull out key points which could be leveraged in ongoing case.

STUDY ABROAD EXPERIENCE

Northern Italy Study Abroad, Italy 2002

- Studied the History and Culture of the Tyrolean region of Italy and Austria

Universiteit Utrecht Study Abroad, The Netherlands 2000

- In-depth program focusing on Dutch and European history, language, and culture

LANGUAGES

Dutch (conversational)
Spanish (conversational)

Katie Rosewarne

10 Gunn Rd., Montague, Ma • katie.rosewarne@mass.gov • 413.512-5903

KEY STRENGTHS AND COMPETENCIES:

- Excels as an individual and as a team member
- Staff development and supervisor experience with peers, student interns and volunteers
- Facilitator of workshops and trainings
- Strong writing and editing skills
- Coaching and Mentoring
- Excellent organization and ability to multi-task

Special Trainings: Bystander Intervention • Suicide Prevention • Mediation • Social Justice • Crisis Hotline • Domestic Violence

EDUCATION:

September 2013 - May 2016 University of Massachusetts - Amherst, MA Cumulative GPA: 3.9
Bachelor of Social Work - Concentration in Domestic Violence and Childhood Trauma
September 1999 - May 2002 Greenfield Community College - Greenfield, MA Cumulative GPA: 3.2
Associates Degree in Human Services

WORK & PROFESSIONAL EXPERIENCE:

Director of Domestic & Sexual Violence Projects, Northwestern District Attorney's Office, Greenfield, MA Sept 2022

present

- Oversee unit programs, trainings and community outreach including the Domestic Violence Intervention Project (DVIP) and the Domestic Violence High Risk Team (HRT)
- Supervise non-legal staff in the Domestic and Sexual assault Unit (DVSU) and provide ongoing support and direction on all initiatives
- Provide program oversight to DVIP and HRT including trainings, meetings and case review
- Manage domestic and sexual violence grants
- Chair District Attorney's Task Force on Domestic and Sexual Violence

High Risk Team Coordinator, Northwestern District Attorney's Office, Greenfield, MA April 2017 – Sept 2022

- Identify and manage High Risk Offenders
- Communicate with team members prior to meetings
- Follow up with team members post identification (recommendations, victim support)
- Maintain files of identified High Risk Offenders (updates, new offenses)
- Provide ongoing support to community partners

Volunteer and Office Coordinator, Safe Passage, Northampton, MA September 2015 – Feb 2017

- Responsible for many aspects of volunteer program, including ongoing training, supervision, evaluation, of volunteers, interns and work study students who serve the agency as shelter workers, crisis hotline staff, office workers, and event staff. Training includes domestic violence, rape and sexual assault, trauma, child abuse, anti-oppression, working with specific populations (children, people with disabilities, LGBTQIAA, people of color, immigrants), active listening, cyber-stalking, hotline response, self-care
- Manage overall office operations by maintaining the office as a confidential and professional direct service center - making referrals to agency services, provide support for office machines, computer and equipment

Livesource, Service Assistant Supervisor, Verizon Communications, Inc, Gardner, MA June 1997- September 2015

- Trained up to 50 operators both in classroom and on the job settings
- Patient and efficient communication with escalated customers, providing them with accurate information in a patient and efficient manner by accessing an extensive database
- Assisted operators in the handling of difficult calls ranging from phone number searches, address inquiries, call completion, special needs customers, or emergencies.
- Performed administrative duties -supported employees while they carried out their daily tasks, troubleshooted computer problems and database discrepancies.

Adoption Unit Intern, Now Department of Children and Families, Greenfield, MA September 2002- May 2003

- Provided support, supervision and guidance to foster parents and child/youth to ensure stable placement
- Performed site visits to assess well-being of children and families

Katie Rosewarne

10 Gunn Rd., Montague, Ma • katie.rosewarne@mass.gov • 413.512-5903

- Provided appropriate resources to ensure healthy growth and development for children

Rental Property Owner/Manager

- Responsible for all aspects of buying, selling, renting and managing rental properties. November 2001-Present

VOLUNTEER WORK:

Playspace Activity Leader (PAL), *Horizons for Homeless Children, West Springfield, MA* October 2015- Present

- Use a playful approach to enhance the social, physical, and emotional development of the children who visit our Playspaces
- Prepare and lead age appropriate activities, games, and/or projects with children in family shelters in Massachusetts

YWCA *Supervised Visitation Center, Western Massachusetts*

1999-2003

- Monitored court ordered supervised visits of non-custodial parents with their child(ren)
- Worked with the Social Worker and other collaborating agencies as a team member to best meet the needs of the client

Epilepsy Advocate

2009-Present

- Advocate for Epilepsy awareness within local community and beyond
- 504 Plan advocate and facilitator

Elderly Caregiver

1999-2011

- Assisted elderly female with management of finances, appointments, daily tasks and constant emotional support.

City Council – First Reading- November 16, 2022

- Repurpose \$67,060.51 from School Department Capital Accounts for School Phone System.
- Appropriate \$100,000 from Free Cash to Contract Stabilization Fund 8403.

Financial Order

**CITY of GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner and in accordance with
Massachusetts General Laws,

An Order to:

Repurpose \$67,060.51 for School Phone System

Moved that it be ordered,

That the Greenfield City Council approves repurposing in the amount \$67,060.51 of
previously authorized School Department Capital accounts listed below to fund a
telephone system upgrade and replacement.

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
40173980.5825	SchBathroo	20,953.00
40173980.5826	SchDoors	7,295.50
40183980.5841	ElemFence	22,996.00
40183980.5820	ElemFloor	597.60
40183980.5840	NewtonStai	4.48
40233980.5858	Desktops	1.06
40193980.5840	AuditLight	15,212.87
	<u>Total</u>	<u>67,060.51</u>

Majority Vote Required (7).

Attachments

Attachments: GPS Superintendent's Memo
Kari's Law and Quotes
Munis Report



GREENFIELD PUBLIC SCHOOLS

195 Federal Street, Suite 100, Greenfield, MA 01301

"Every Child's Success is Our Mission"

Ph: 413-772-1326 / Fax: 413-772-1379

Christine DeBarge Ed. D, Superintendent of Schools

To: City Council
From: Christine DeBarge, Ed.D, Superintendent
Re: Capital Requests
Date: October 24, 2022

Dear Councilors,

Please find listed on the financial order a summary of the capital allocations for the Greenfield Public Schools from FY17 through FY23. We have identified that some capital projects approved in prior years that have been completed but some funds remain. We are requesting that the City Council Repurpose available funds as identified below and vote to reallocate the total of \$67,060.51 to be used towards the required telephone upgrade/replacement project. Quotes are attached for the telephone project.

This upgrade/replacement is required to comply with Kari's Law and the Ray Baum's Act.

The Greenfield Public Schools is committed to maintaining a discrimination-free environment for all students, families, and employees. Greenfield Public Schools is an Equal Opportunity Employer.

KARI'S LAW

Kari's Law amends the original Telecommunications Act of 1934 as well as its 1996 overhaul. The law and FCC rules to enact both Kari's Law and the RAY BAUM'S Act mandate that Enhanced 911 (E911) accessibility and notification be part of every aspect of a telephone system. Kari's Law ensures that every person can easily call for help and be more easily located by emergency services.

Kari's Law was created after Kari Hunt was stabbed 21 times by her estranged husband on December 1, 2013, in a Texas motel bathroom while her three children were on the other side of the door. Her daughter tried four times unsuccessfully to dial 911, unaware that the hotel telephone system required dialing an additional access digit, "9," to reach an outside line.

After public outcries over Hunt's death, and the tireless efforts of Hunt's father, Congress took action and enacted Kari's Law in 2018. Soon after, the FCC began its notice of the proposed rulemaking process.

Manufacturers and vendors of MLTSs must pre-configure systems to support direct dialing of 911 without having to dial any prefix or access code. MLTS installers, managers, and operators not only must ensure that the system supports 911 direct dialing, but must also convey notification that a 911 call has been made.

When a 911 call is placed on an MLTS, the system must be configured to notify a central location on-site or off-site where someone is likely to see or hear the notification. Examples of notification include conspicuous on-screen messages with audible alarms for security desk computers using a client application, text messages for smartphones, and email for administrators. Notification shall include, at a minimum, the following information:

- The fact that a 911 call has been made
- A valid callback number
- The information about the caller's location that the MLTS conveys to the PSAP with the caller to 911; provided, however, that the notification does not have to include a callback number or location information if it is technically infeasible to provide this information. (47 CFR § 9.3.)

[Kari's Law Act of 2017](#)**RAY BAUM'S ACT**

Named in honor of Ray Baum, the RAY BAUM'S Act is also an acronym that stands for Repack Airwaves Yielding Better Access for Users of Modern Services. While the Act in its entirety includes many different communications-related initiatives, Section 506 of the Act is particularly focused on 911 emergency services for enterprises. The FCC recently adopted regulations aimed at ensuring that the advanced communications tools used in an enterprise environment continue to support critical end users' emergency response needs when and where they are necessary. Signed into law in 2018, RAY BAUM'S Act emphasizes the importance of sharing precise location information when calling 911, which is invaluable to first responders in locating callers and can dramatically increase the potential for better emergency outcomes.

Section 506 of the RAY BAUM'S Act requires that the FCC consider adopting rules to ensure "dispatchable location" information is conveyed with 911 calls, regardless of the technology used, so that PSAPs will receive the caller's location automatically and can dispatch responders quickly and accurately locate the caller. Dispatchable location information includes the street address of the caller and additional information, such as a room or floor number, or similar information necessary to adequately identify the location of the calling party as quickly as possible.



VALLEY
COMMUNICATIONS SYSTEMS
Celebrating 70 Years

413.592.4136
20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date: 8/11/2022
Valid Thru: 11/9/2022

Customer Name: **Academy of Early Learning**
Address Line 1: 1 Place Terrace
City/State/Zip: Greenfield, MA.
Contact Name: Eric Hevy
Contact Number: 413-772-1333
Contact Email: erhevy1@opsk12.org

SCOPE

Proposal for an NEC SV9100 Telephone System to be installed at Academy of Early Learning location, configured as follows:

- Support up to 4 CO Ports
- Support 8 SIP Trunks plus one for IP Intercom
- Support up to 32 Digital Sets (27 used)
- Includes 16 Hours for cable work
- Support InMail Voice Mail with 40 mailboxes
- Includes cage for Gym phone
- Set up for Ray Baum Act

This quote also includes:

- Full 1st Year Parts and Labor Warranty coverage.
- Full 5 Year Parts Warranty on starred items
- Provide 5 Year SWA
- Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
4	390185	ETHERNET CABLE - BLACK 7'	8.00	\$32.00
4	A20-030439-001	INSTALLATION CABLE	90.00	\$360.00
1	BE106405	CHS2U RACK MOUNT KIT	33.00	\$33.00
2	* BE113020	GCD-16DLCA	358.95	\$713.90
21	BE114042	Resource License-01	6.00	\$138.60
8	BE114065	SIP Trunk License-01 in package (8)	0.00	\$0.00
3	BE114065	SIP Trunk License-01	35.93	\$108.90
132	BE116105	SWA PSA SV9100 UNIT	7.80	\$1,029.60
1	BE116923	AC-Z UNIT	29.70	\$29.70
14	* BE118598	DTK-12D-1(BK) TEL	173.89	\$2,433.20
1	BE110003	DCK-8D-1 (BK)	151.25	\$151.25
1	* BE119190	GCD-4COTB-A	139.70	\$139.70
28	BE116651	SV91 PRODUCTIVITY USER-LIC 01	25.85	\$723.80
12	BE120503	DTK-8DE-1(BK)TEL	140.25	\$1,683.00
1	Q24-DW000000105299	FIVE YEAR PARTS WARRANTY	672.00	\$672.00
1	Q24-FR000000136397	DESI ITK 120	15.12	\$15.12
1	* Q24-FR000000138723	SV9100E CP20 PRODUCTIVITY PKG	2270.95	\$2,270.95
2	443539350	Simpson Strongtie wall bracket	1.75	\$3.50
1	BE8500	APC BE8500 UPS	99.60	\$99.60
1	B110DX1-100RFT	110 BLOCK 100 PAIR	61.59	\$61.59
10	CAT84AB	ERICO 4IN J HOOK (10)	6.12	\$61.20
540	7023724	2 pair, crosswire (1000)	0.68	\$43.20
10	PL17LH-L	7" nylon	0.36	\$3.60
1		ADMINISTRATIVE TRAINING		\$0.00
1		Ray Baum Act Programming		\$0.00
1	G2374	Guard Wire Cage	77.43	\$77.43
1		Cable Work	300.00	\$300.00
27		REUSE OF STATION CABLE =		\$0.00
				\$0.00

Project Summary

State	Equipment	\$11,184.84
MA	Professional Services - Standard Labor Rates	\$6,600.00
	Professional Services - Prevailing Wage Labor Rates	\$2,860.00
	Shipping	\$450.00
	MA State Contract ITT72 Pricing	\$21,094.84



413.592.4136
20 1st Avenue
Chilcopee, MA 01020

QUOTE

Quote Date: 8/11/2022
Valid Thru: 11/9/2022

Customer Name: **Federal Street Elementary School**
Address Line 1: 125 Federal Street
City/State/Zip: Greenfield, MA.
Contact Name: Eric Hovy
Contact Number: 413-772-1333
Contact Email: erihov1@gpsk12.org

SCOPE

Proposal for an NEC SV9100 Telephone System to be installed at Federal Street Elementary School location, configured as follows:

- Support up to 4 CO Ports
- Support 8 SIP Trunks plus one for IP Intercom
- Support up to 48 Digital Sets (45 used)
- Includes 40 Hours for cable work
- Support InMail Voice Mail with 50 mailboxes
- Includes Gai Tronics box for Gym phone
- Set up for Ray Baum Act

This quote also includes:

- Full 1st Year Parts and Labor Warranty coverage.
- Full 5 Year Parts Warranty on starred items
- Provide 5 Year SWA
- Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
4	38D185	ETHERNET CABLE - BLACK 7'	8.00	\$32.00
4	A20-030439-001	INSTALLATION CABLE	80.00	\$360.00
1	BE106405	CHS2U RACK MOUNT KIT	33.00	\$33.00
3	* BE113020	GCD-16DLCA	358.95	\$1,070.85
37	BE114042	Resource License-01	8.90	\$244.20
6	BE114065	SIP Trunk License-01 in package (6)	0.00	\$0.00
3	BE114065	SIP Trunk License-01	35.30	\$108.90
132	BE115105	SWA PSA SV9100 UNIT	7.80	\$1,029.60
2	BE115923	AC-Z UNIT	29.70	\$59.40
18	* BE118998	DTK-12D-1(BK) TEL	173.60	\$3,128.40
2	BE119003	DCK-80-1 (BK)	151.25	\$302.50
1	* BE119150	GCD-4COTB-A	139.70	\$139.70
38	BE119591	SV91 PRODUCTIVITY USER-LIC 01	25.85	\$982.30
25	BE120603	DTK-6DE-1(BK)TEL	140.25	\$3,506.25
1	Q24-CN200000106298	FIVE YEAR PARTS WARRANTY	947.15	\$947.15
2	Q24-FR000000136397	DESI ITK 120	15.12	\$30.24
1	* Q24-FR000000138723	SV9100E CP20 PRODUCTIVITY PKG	2270.95	\$2,270.95
2	443539980	Simpson Strongtie wall bracket	1.75	\$3.50
1	BE6560	APC BE650G UPS	99.60	\$99.60
1	S110DX1-100RPT	110 BLOCK 100 PAIR	61.58	\$61.58
10	CAT84AB	ERICO,AIN J HOOK (10)	6.12	\$61.20
900	7023724	2 pair, crosswire (1000)	0.08	\$72.00
10	PLT7LHL	7" nylon	0.36	\$3.60
1		ADMINISTRATIVE TRAINING		\$0.00
1		Ray Baum Act Programming		\$0.00
1		Gai Tronics Box	281.25	\$281.25
1		Cable Work	600.00	\$600.00
45		REUSE OF STATION CABLE =		\$0.00
				\$0.00

Project Summary

State	Equipment	\$15,328.18
MA	Professional Services - Standard Labor Rates	\$8,800.00
	Professional Services - Prevailing Wage Labor Rates	\$6,160.00
	Shipping	\$450.00
	MA State Contract ITT72 Pricing	\$30,738.18



413.592.4136
20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date: 7/1/2022
Valid Thru: 9/29/2022

Customer Name: **Greenfield Four Corners School**
Address Line 1: 21 Ferrants Ave
City/State/Zip: Greenfield, MA, 01301
Contact Name: Carol Holzberg
Contact Number: 413-772-1322
Contact Email: carhol1@gpsk12.org

SCOPE

Proposal for an NEC SV9100 CP20 Telephone System Migration, to be installed at Greenfield Four Corners School location, configured as follows:

- Support up to 4 CD Ports
 - Support 4 SIP Trunks
 - Support up to 40 Digital Sets
 - Support InMail Voice Mail with 35 mailboxes
 - Support Ray Baum Act
- This quote also includes:
- Full 1st Year Parts and Labor Warranty coverage.
 - Full 5 Year Parts Warranty on starred items
 - Provide 5 Year SWA
 - Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
24	BE114042	Resource License-01	0.00	\$158.40
1	BE114053	SV9100 HW MIGRATION LIC	909.70	\$909.70
6	BE114065	SIP Trunk License-01 in package (6)	0.00	\$0.00
132	BE115105	SWA PSA SV9100 UNIT	7.80	\$1,029.60
23	BE115081	SV91 PRODUCTIVITY USER-LIC 01	25.85	\$594.55
1	Q24-DN30000108299	FIVE YEAR PARTS WARRANTY	200.55	\$200.55
1	* Q24-FR00000138730	SV9100E CP20 MIGRATION KIT B	2206.05	\$2,206.05
1		Ray Baum Act Programming		\$0.00
				\$0.00

Project Summary

State	Equipment	\$5,098.85
MA	Professional Services - Standard Labor Rates	\$5,456.00
		\$0.00
	Shipping	\$125.00
	Grand Total	\$10,679.85

Contractor: _____ 7/1/2022

Client: _____

Service is included in our proposal for the first year. Beyond this time, service is available either as an all-inclusive service contract or on a per-call-plus-parts basis.
30% Payable on signing of Sales Agreement, 30% on project start date & 40% at cutover or in service date.

Ask us about our other services: Broadbanding & Public Access TV Systems, Cabling Installation - Voice and Data, Clocks Bells & Intercoms, Digital Signage Solutions, Digital Video Display Systems, Mass Notification Systems, Gunshot Detection Systems, Security & Surveillance Systems, SMART Classroom Solutions, Sound Masking Solutions, Sound Systems, Network Services - Phone, Internet & Data, Telephone Systems - Traditional & Hosted, Video Conferencing & More... We are your SINGLE-SOURCE for Technology Integration

State Contracts: MA: OFF30, FAC84, ITT50, CT: 13P600090, B-05-019 | State Licensees: MA: #1350-C; CT: #CT-C6-192407; RI: #RI-TSC-46
Affirmative Action / Equal Opportunity Employer



VALLEY
COMMUNICATIONS SYSTEMS
Celebrating 70 Years

413.592.4136

20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date: 7/1/2022

Valid Thru: 9/29/2022

Customer Name: **Greenfield Newton School**
Address Line 1: 70 Shelburne Road
City/State/Zip: Greenfield, MA. 01301
Contact Name: Carol Holzberg
Contact Number: 413-772-1322
Contact Email: carhol1@apsk12.org

SCOPE

Proposal for an NEC SV9100 CP20 Telephone System Migration, to be installed at Greenfield Newton School location, configured as follows:

- Support up to 8 CO Ports
- Support 8 SIP Trunks
- Support up to 32 Digital Sets
- Support InMail Voice Mail with 50 mailboxes
- Support Ray Baum Act

This quote also includes:

- Full 1st Year Parts and Labor Warranty coverage.
- Full 5 Year Parts Warranty on starred items
- Provide 5 Year SWA
- Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
24	BE114042	Resource License-01	6.60	\$158.40
1	BE114053	SV9100 HW MIGRATION LIC	909.70	\$909.70
6	BE114066	SIP Trunk License-01 in package (6)	0.00	\$0.00
2	BE114086	SIP Trunk License-01	36.30	\$72.60
132	BE115106	SWA PSA SV9100 UNIT	7.60	\$1,029.60
36	BE118691	SV91 PRODUCTIVITY USER-LIC 01	25.85	\$932.30
1	Q24-DN000000106299	FIVE YEAR PARTS WARRANTY	200.55	\$200.55
1	* Q24-FR000000138730	SV9100E CP20 MIGRATION KIT B	2206.05	\$2,206.05
1		Ray Baum Act Programming		\$0.00
				\$0.00

Project Summary

State	Equipment	\$5,559.20
MA	Professional Services - Standard Labor Rates	\$5,720.00
		\$0.00
	Shipping	\$125.00
	Grand Total	\$11,404.20

Contractor: 7/1/2022

Client:

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State Contracts: MA: OFF30, FAC64, ITT50; CT: 13PSX0090, B-05-019 | State Licenses: MA: #1350-C, CT: #CT-C5-192407, RI: #RI-TSC-46
Affirmative Action / Equal Opportunity Employer



VALLEY
COMMUNICATIONS SYSTEMS
Celebrating 70 Years

413.592.4136
20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date: 7/1/2022
Valid Thru: 9/29/2022

Customer Name: Greenfield Middle School
Address Line 1: 195 Federal Street
City/State/Zip: Greenfield, MA. 01301
Contact Name: Carol Holzberg
Contact Number: 413-772-1322
Contact Email: carhol1@psk12.org

SCOPE

Proposal for an NEC SV9100 CP20 Telephone System Migration, to be installed at Greenfield Middle School location, configured as follows:

- Support up to 12 CO Ports
 - Support 16 SIP Trunks
 - Support up to 120 Digital Sets
 - Support 1 PRI
 - Support InMail Voice Mail with 125 mailboxes
 - Support Ray Baum Act
- This quote also includes:
- Full 1st Year Parts and Labor Warranty coverage.
 - Full 5 Year Parts Warranty on starred items
 - Provide 5 Year SWA
 - Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
124	BE114042	Resource License-01	6.60	\$818.40
1	BE114053	SV9100 HW MIGRATION LIC	\$909.70	\$909.70
8	BE114065	SIP Trunk License-01 in package (8)	0.00	\$0.00
10	BE114065	SIP Trunk License-01	36.30	\$363.00
207	BE115105	SWA PSA SV9100 UNIT	7.60	\$1,614.60
1	* BE119026	GPZ-BS20	233.75	\$233.75
113	BE119591	SV91 PRODUCTIVITY USER-LIC 01	25.65	\$2,921.05
1	Q24-DND0000106299	FIVE YEAR PARTS WARRANTY	221.60	\$221.60
1	* Q24-FR000000138730	SV9100E CP20 MIGRATION KIT B	2206.05	\$2,206.05
1		Ray Baum Act Programming		\$0.00
				\$0.00

Project Summary

State	Equipment	\$9,288.35
MA	Professional Services - Standard Labor Rates	\$6,776.00
		\$0.00
	Shipping	\$125.00
	Grand Total	\$16,189.35

Contractor: _____ 7/1/2022

Client: _____

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30% Payable on signing of Sales Agreement, 30% on project start date & 40% at cutover or in service date.

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VALLEY
COMMUNICATIONS SYSTEMS
Celebrating 70 Years

413.592.4136

20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date: 7/1/2022
Valid Thru: 9/29/2022

Customer Name: Greenfield High School
Address Line 1: 21 Barr Avenue
City/State/Zip: Greenfield, MA 01301
Contact Name: Carol Holzberg
Contact Number: 413-772-1322
Contact Email: carhol1@gcsk12.com

SCOPE

Proposal for an NEC SV9100 Migration Telephone System to be installed at Greenfield High School location, configured as follows:

- Support up to 16 CO Ports
- Support 16 SIP Trunks
- Support up to 32 Digital Sets
- Support 84 Analog Ports
- Support 33 IP Licenses
- Support Conversion to InMail Voice Mail with 105 mailboxes
- Support Ray Baum Act

This quote also includes:

- Full 1st Year Parts and Labor Warranty coverage.
- Full 5 Year Parts Warranty on starred items
- Provide 5 Year SWA
- Database gathering, installation & programming and training.

QTY	Part Number	Unit Name	Unit	Total
124	BE114042	Resource License-01	8.80	\$818.40
1	BE114053	SV9100 HWY MIGRATION LIC	\$909.70	\$909.70
8	BE114095	SIP Trunk License-01 in package (8)	0.00	\$0.00
10	BE114095	SIP Trunk License-01	36.30	\$363.00
207	BE115105	SWA PSA SV9100 UNIT	7.80	\$1,614.60
1	* BE119026	GPZ-SS20	233.75	\$233.75
25	BE119599	SV91 ESSENTIAL USER-LIC 01	24.20	\$847.00
80	BE119591	SV91 PRODUCTIVITY USER-LIC 01	25.85	\$2,068.00
1	Q24-DND00000106289	FIVE YEAR PARTS WARRANTY	221.80	\$221.80
1	* Q24-FR000000138730	SV9100E CP20 MIGRATION KIT B	2206.05	\$2,206.05
1		Ray Baum Act Programming		\$0.00
1		LM8000 to InMail Migration		\$0.00
				\$0.00

Project Summary

State	Equipment	\$9,618.35
	Professional Services - Standard Labor Rates	\$10,296.00
	Shipping	\$125.00
	Grand Total	\$20,039.35

Contractor: _____ 7/1/2022

Client: _____

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ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
40173980 5825	SchBethroo	45,000	0	45,000	24,047.00	0.00	20,953.00	53.40
40173980 5826	SchDoors	45,000	0	45,000	37,704.50	0.00	7,295.50	83.80
40183980 5820	ElemFloor	35,000	0	35,000	34,402.40	0.00	597.60	98.30
40183980 5840	NewtonStai	75,000	0	75,000	74,995.52	0.00	4.48	100.00
40183980 5841	ElemFence	25,000	0	25,000	2,004.00	0.00	22,996.00	8.00
40193980 5840	AuditLight	51,000	0	51,000	35,787.13	0.00	15,212.87	70.20
40233980 5858	Desktops	100,000	0	100,000	99,998.94	0.00	1.06	100.00
	Revenue Total	0	0	0	0.00	0.00	0.00	0.00
	Expense Total	616,000	0	616,000	548,556.24	0.00	67,060.51	89.10

**CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

**An Order
To appropriate from Free Cash in the amount of \$100,000 to Contract
Stabilization**

Ordered, that:

The Greenfield City Council appropriate the sum of \$100,000 from Free Cash to the Contract Stabilization Fund 8403.

Majority vote required (7)
VOTE:

Contract Stabilization Balance: \$170,779.82 *(there is a pending financial order for a transfer into contract stabilization of \$200,000).*

Rationale: Since the Police Audit was not passed by City Council, the Mayor is submitting an additional \$100,000 to Contract Stabilization.

The prior financial order submitted to replenish general stabilization (police audit) from free cash may be voted down or tabled.