

Greenfield City Council  
June 21, 2023  
242nd Regular Meeting  
6:30 p.m.  
John Zon Community Center/Zoom Hybrid

**To join in person:**

John Zon Community Center, 35 Pleasant Street, Greenfield

**To join via Zoom:**

<https://greenfield-ma-gov.zoom.us/j/97733340909?pwd=RWYhYbEVCa2IreVBYKzZZRldLZE1iZz09>

Meeting ID: 977 3334 0909

**To join via phone:**

Dial by your location

+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)

+1 305 224 1968 US

+1 309 205 3325 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

Meeting ID: 977 3334 0909 Passcode: 871799

Find your local number: <https://greenfield-ma-gov.zoom.us/j/97733340909>

## AGENDA

### 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 meeting 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
8. Public Comment
9. Public Hearing(s) and Second Reading(s): None
10. Motions, Orders, and Resolutions
  - I. Take from the Table – FY23-134A1 Declare 29 Washington St. to be Surplus Property and Transfer Property to Mayor for Sale. **(Pg. 5)**
  - II. Authorize the Mayor to Sell of City Owned Land located at 29 Washington Street. **(Pg. 6)**
  - III. Rescind Order No. FY22-003: Accept Gift of Property located at 0 Bungalow Avenue. **(Pg. 7)**
  - IV. Termination of Tax Increment Financing (TIF) Agreement between City of Greenfield and Ford/Toyota of Greenfield, 1 Main Street, Greenfield. **(Pg. 12)**
  - V. Request for City of Greenfield to petition the State Legislature to create all alcohol liquor license for Tuckerman’s Glasses LLC dba Greenfield Garden Cinema. **(Pg. 23)**
  - VI. Proposed Zoning Amendment to Rezone the Following Parcels on French King Highway from General Commercial (GC) to Planned Industry (PI): R04-31, R04-33, R04-41, R04-44 and R05-23. **(Pg. 26)**
  - VII. Mayor’s Appointments and Re-appointments: **(Pg. 34)**
    - Library Board of Trustees – Appointment: Ann Dillon (To finish Joe Ruggeri’s Term); Reappointments: Sarah Ahearn Bellemare; William Benson; Jonathan Cohen-Gorczyca
    - Planning Board – Charles Kinney (From Alternate to Full Member)
    - Board of License Commissioners – Phil Corrinet; Ruth Henry
    - Cemetery Commission – Ian Hodgdon
    - Community Preservation Commission – Thomas Guerino (Housing Authority appointee); John Passiglia (Historical Commission appointee); Garth Shaneyfelt (Mayoral appointee)

- GCET Board of Commissioners – Amy McMahan
  - Historical Commission – Tim Blagg; Margo Jones
  - Housing Authority – John Mackin (appointed for a 3 year term, should have been 5 years)
  - Human Rights Commission – Mpress Bennu; Philippe Simon
  - Planning & Construction Committee – Jean Wall
  - Recreation Commission – Donna DuSell
  - Trustees of the Soldier’s Memorial – David Lewis; William C Phelps
  - Zoning Board of Appeals – James Winn
- VIII.** Accept MA Department of Public Health Excellence Grant for Shared Services. **(Pg. 39)**
- IX.** Accept Rooftop Solar Array at DPW Building located at 189 Wells Street, pursuant to MGL 44 §53A ½. **(Pg. 79)**
- X.** Approval of the Memorandum of Understanding (MOU) between the City of Greenfield and the City Hall Clerical and Library Employees, United Electrical Radio and Machine Workers of America (UE). **(Pg. 81)**
- XI.** Transfer \$100,000 from Workers Compensation to General Fund Accounts for the Fire Department. **(Pg. 103)**
- XII.** Transfer \$70,000 from HMO Health [Insurance] Account to General Fund Account for the [Town] City Attorney. **(Pg. 104)**
- XIII.** Transfer \$86,500 from HMO Health [Insurance] Account to General Fund Accounts for Telephone-Central Services; MP 2022-Debt; Short Term Interest and Medicare [Town] City Match. **(Pg. 105)**
- XIV.** Transfer \$44,000 from Debt Service-Principal Paydown Account to Debt Service-Short Term Interest Account. **(Pg. 106)**

#### Presentation of Petitions and Similar Papers

- 11. Report of Committees
- 12. Unfinished Business
- 13. Old Business
- 14. New Business

##### First Reading **(Pg. 107)**

- Approve payment of \$24,509.88 for GTR Greenfield Millbrook Solar LLC FY 2022 invoice from FY24 WPCF Electricity Account.
- Approve FY2024 Community Preservation Fund Budget – Admin Costs and Reserves.
  - ❖ Appropriate FY24 CPC Administrative Expenses in the amount of \$13,225.00 (5%)
  - ❖ Reserve \$171,925 from the FY2024 Community Preservation Fund Revenues for Community Preservation Fund Purposes (FY24 Annual Budgeted Reserve – 65%)
  - ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Open Space (10%).

- ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Historic Resources (10%).
- ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Community Housing (10%).
- Resolution to Instruct our Government Officials to Vote in favor of the Proposed 28<sup>th</sup> Amendment to the US Constitution. **(Pg. 114)**

15. Motions for Reconsideration

16. 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.***

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :  
Second by Councilor \_\_\_\_\_ :

*The City Council,*

*Moved that it be ordered,*

THAT THE GREENFIELD CITY COUNCIL TAKE FROM THE TABLE ORDER NO. FY 23 – 134A1 “THAT THE GREENFIELD CITY COUNCIL DECLARES 29 WASHINGTON ST. TO BE SURPLUS PROPERTY AND TRANSFERS SAID PROPERTY TO THE MAYOR FOR SALE.” WHICH WAS TABLED AT THE APRIL 19, 2023, CITY COUNCIL MEETING.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

**TAKE FROM TABLE** YES NO ABST

**CALL THE QUESTION** YES NO ABST

**MAIN MOTION** YES NO ABST

**Order no. FY 23-134A1**

THAT THE GREENFIELD CITY COUNCIL DECLARES 29 WASHINGTON ST. TO BE SURPLUS PROPERTY AND TRANSFERS SAID PROPERTY TO THE MAYOR FOR SALE.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

**CITY COUNCIL ORDER**  
**City of GREENFIELD**  
**MASSACHUSETTS**

Councilor \_\_\_\_\_:

Second by Councilor \_\_\_\_\_:

***The City Council,  
Moved that it be ordered,***

THE GREENFIELD CITY COUNCIL AUTHORIZES THE MAYOR TO SELL 29 WASHINGTON ST.  
PURSUANT TO THE CITY COUNCIL POLICY FOR THE SALE OF CITY-OWNED LAND AND  
AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE  
SAME.

Majority Vote Required

Vote:

Explanation of supporting rationale:

E- Mail Letter from MJ Adams

**Backgrounder for 29 Washington Ave Surplus Property**

**MJ Adams**

to Caitlin, me, Roxann, Eric, Dani

The City took this property for tax title in 2017. When the resident moved out the home was rat infested and in unsalvageable condition.

The City expended approximately \$15,000 for the demolition of the property and as such there is a restriction to reuse the property with a low/moderate income benefit. As such, when the City sells the property, there should be an "affordability" requirement or the City may need to repay HUD the \$15,000 expended in the demolition costs.

The City's treasurer previously put the property out to auction with the affordable housing restriction and a stipulation for creating rental housing. There were no bidders. We'd now like to put the property out under an RFP for affordable homeownership or rental housing creation.

Thank you.

MJ Adams

MJ Adams, AICP  
Community and Economic Development Director  
City of Greenfield  
14 Court Square  
Greenfield, MA 01301  
(413) 772 -1548 x 2  
fax: (413) 772-1309

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

*The City Council,*

*Moved that it be ordered,*

THAT THE GREENFIELD CITY COUNCIL RESCIND THE FOLLOWING ORDER VOTED DURING THE REGULAR CITY COUNCIL MEETING HELD ON JULY 21, 2021:

*Order no. FY 22-003*

*On July 21, 2021, the Greenfield City Council, on a motion by Councilor Desorgher, second by Councilor Guin, it was by roll call, 12 yes, 0 no,*

*Voted that it be ordered,*

THAT THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, ACCEPT A GIFT OF PROPERTY TO THE CITY OF GREENFIELD AT 0 BUNGALOW AVENUE (PARCEL ID 127-65-0).

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

Attached email correspondence

File, 2023, Order, 169 Rescind Order No. FY22-003 Gift of Property to the City of Greenfield at 0 Bungalow Avenue (Parcel ID 127-65-0)

# Re: Bungalow Avenue Property/ parcel ID 127-65-0

**Kathy Scott**

to Roxann, Randall, Councilor, Dan, Councilor, me, Quinn

Mayor and Randall,

FYI I have not included Nancy L. Chattin in this response.

I spoke to Dan and he agrees that the Council can rescind FY 22-003 (see below) at their June 21, 2023. I also mentioned this to Randy and we thought it best to provide a full response to Ms. Chattin in one group response rather than separate responses. This recension could be placed on Committee Chairs and go straight to Council.

Kathy

Kathryn J. Scott,  
Greenfield City Clerk,  
City Council Clerk, Justice of the Peace, Records Access Officer

On Thu, May 25, 2023 at 2:11 PM Nancy L. Chattin wrote:  
Good afternoon,

Hope all of you have a beautiful Memorial day weekend.

This is Nancy Chattin the daughter of Donald and Sharon Lorenz. There is a piece of property at the end of Bungalow Ave that my brothers and I gifted to the town back in July of 2021. This was voted on and accepted by the town. Recently I was contacted by Randy Austin, the town assessor saying that nothing had been done with the property by the town and that the gift was not completed. ( BTW no one told me that anything additional had to be done.) He also indicated that there is an easement across the property by the property at 128 Bungalow and that the town probably would not want this land with an easement. Randy suggested that I call Robert Haige, the owner of 128 Bungalow and offer to gift the property to him. I have spoken to Mr. Haige and he is happy to take over this parcel since his driveway goes over the land.

Next step was I called and spoke to Scott Cody and the registry of deeds to ask how I gift this property and in turn get the deed in Mr. Haige's name. Scott told me that if it has been accepted by vote at the town meeting, it is now owned by the town and I can not change that unless there is another vote that gives the property back. He suggested that I send you all an email with this explanation and ask you how the town of Greenfield would like to handle this. Below you will find the emails that assured me that the town had accepted the property and that it was no longer my families responsibility.

Please give me some guidance as to how you would like me to proceed. I do not plan on paying the \$163.21 in property tax since this is no longer my property to pay on nor is it my property to gift to Mr. Haige. As stated, Scott Cody indicated that the **town vote trumps** any paperwork that has not been filed and it has to start back with the town.

Please decide how we are all handling this going forward so I can get back to Mr. Haige and Mr. Austin.

Sincerely,

Nancy Lorenz Chattin

-----Original Message-----

From: Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>  
To: NANCY CHATTIN  
Sent: Thu, Sep 2, 2021 8:28 am  
Subject: Fwd: Bungalow Avenue Property

Hello,  
Here you go.  
Have a good day.  
Regards,  
Roxann

----- Forwarded message -----

From: **Kathy Scott** <[kathy.scott@greenfield-ma.gov](mailto:kathy.scott@greenfield-ma.gov)>  
Date: Thu, Sep 2, 2021 at 8:26 AM  
Subject: Re: Bungalow Avenue Property  
To: Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>

Mayor,  
Yes, the council accepted the gift at their July 2021 meeting.  
Kathy  
Kathryn J. Scott,  
Greenfield City Clerk,  
City Council Clerk  
14 Court Square  
Greenfield MA 01301  
(413) 772-1555  
[kathy.scott@greenfield-ma.gov](mailto:kathy.scott@greenfield-ma.gov)  
[greenfield-ma.gov](http://greenfield-ma.gov)

On Thu, Sep 2, 2021 at 5:50 AM Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)> wrote:  
Hello,  
Yes I believe they did. But I have forwarded it to the City Clerk to be certain. I will let you know.  
Roxann

On Thu, Sep 2, 2021 at 5:48 AM Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)> wrote:  
Kathy,  
My recollection is that the City Council did accept this property as a gift. Can you confirm?  
Roxann

----- Forwarded message -----

From: **Nancy L. Chattin**  
Date: Wed, Sep 1, 2021 at 8:09 PM  
Subject: Re: Bungalow Avenue Property  
To: [roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov) <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>

Hi Roxann,

I am checking with you to find out if this Bungalow Ave property was accepted as a gift to the town of Greenfield by the council. I did not pay the August property taxes because I was waiting to see what happened at the meeting.

Thank you in advance for the update.

Nancy Lorenz Chattin

-----Original Message-----

From: Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>  
To: Nancy L. Chattin  
Sent: Wed, Jun 23, 2021 6:58 am  
Subject: Re: Bungalow Avenue Property

Hi,  
No problem at all. I was in a meeting at that time. Thank you for dropping off the letter; I'll send it to Council today.  
Roxann

On Tue, Jun 22, 2021 at 3:50 PM Nancy L. Chattin wrote:  
Hi,

Sorry, I had not read this email before I was in your office. I would have liked to meet you. I did drop off the letter this morning about 10:30 ish.

Thanks again,

Nancy

-----Original Message-----

From: Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>  
To: Nancy L. Chattin  
Sent: Tue, Jun 22, 2021 6:59 am  
Subject: Re: Bungalow Avenue Property

Thank you. If I'm available, please say Hi.  
Roxann

On Mon, Jun 21, 2021 at 9:03 PM Nancy L. Chattin wrote:  
Hi Mayor Wedegartner,

I have attached a copy of the letter proposing the gift of the Bungalow Ave property we have been discussing. I am also coming into Greenfield tomorrow so I will be dropping off an additional hard copy of the letter at your office for you to present to the City Council.

Thank you in advance for your help in this matter.  
Nancy

-----Original Message-----

From: Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)>  
To: NANCY CHATTIN  
Sent: Thu, Jun 10, 2021 2:01 pm  
Subject: Re: Bungalow Avenue Property

Hello,  
I have looked for your letter and don't seem to have it in my "Mail" file. Please resend a new one, and I will include it with the order that goes to Council for next month's meeting. Unfortunately, I don't control the Council's agenda, but I'm usually able to get something on there that has timeliness to it.  
Best regards,  
Roxann

On Thu, Jun 10, 2021 at 1:47 PM NANCY CHATTIN wrote:  
Hi Roxanne,

Yes, we are completely willing to gift this property to the town. I believe the first letter I sent to your office indicated that we are not looking to sell the property, we are only looking to gift it back so that we will not have the property tax obligation any longer, since no one in our family lives in Greenfield anymore. I have mailed a check for the back taxes due and will be happy to mail an additional formal letter stating the gifting of the lot to the town. I would really appreciate if this matter could be approved at the meeting in July so the tax check I just mailed would be our final property tax payment. Thank you for all of your help.

Nancy Lorenz Chattin

Sent from my iPhone

On Jun 9, 2021, at 3:23 PM, Roxann Wedegartner <[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)> wrote:

Hello, Ms. Chattin,

Let me start by saying I'm truly sorry to take so long to get to the bottom of this question. Thank you for your patience as well. The property in question does show up on our internal maps as being available to the city as a "paper street" (just what it sounds like: property on paper over which a road could be built if the City so chose to do so). Our DPW says it does not have plans to put a street there nor would it likely ever have plans to do so, given the wetlands and slopes that exist there. Therefore, the city has no specific use for it in the sense that we would buy it from you.

There is an option that I'll propose, which is something that other property owners have done. There is a process by which you could give the property to the City as a gift, which relieves you of your tax obligation. What you would need to do is write this office a formal letter offering to give the property to the City. I then need to send it to the City Council for their approval. The earliest that would happen is for their July meeting, which is July 21st. I would need the letter by June 28 if possible in order to ensure that it would go on their agenda for July. I can often get them to extend this deadline, but not by too many days.

Please let me know if that's something you'd like to do.

Warm regards,  
Roxann

**Roxann Wedegartner**

Mayor

[City of Greenfield](#)

[14 Court Square](#)

[Greenfield, MA 01301](#)

413-772-1562

413-834-1813

413-772-1560

[roxann.wedegartner@greenfield-ma.gov](mailto:roxann.wedegartner@greenfield-ma.gov)

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

*The City Council,*  
Upon recommendation of Mayor Wedegartner

**An Order**

**To Terminate Tax Increment Financing (TIF) Agreement for 1 Main Street, Greenfield MA**

*Moved that it be ordered,*

To terminate the Tax Increment Financing (TIF) Agreement approved by EACC as of September 23, 2015 (the "TIF Agreement") between the City of Greenfield (the "City") and JimBob Realty, LLC (the "Owner") of Ford of Greenfield and Toyota of Greenfield, located at 1 Main Street, Greenfield, MA (the "Project").

Majority vote required (7)

VOTE:

Explanation:

The intent of the original TIF agreement have been satisfied. The City and Owner have mutually agreed to this termination.

Attachments:

1. Letter from JimBob Realty, LLC
2. DRAFT Letter from Mayor
3. 1 Main Street TIF Agreement
4. CY22 EDIP TIF Annual Report

JimBob Realty, LLC  
1 Main St  
Greenfield, MA 01301

May 5, 2023

Massachusetts Office of Business Development 136  
Blackstone Street, 5<sup>th</sup> Floor  
Boston MA 02109  
Attn: Joey Giovino, EDIP Program Manager

City of Greenfield  
14 Court St  
Greenfield, MA 01301  
Attn: Randall Austin, Chief Assessor

RE: Tax Increment Financing Agreement ("TIF") Between the City of Greenfield  
Massachusetts and JimBob Realty, LLC.

Request of JimBob Realty, LLC. to Withdraw TIF

Ladies and Gentlemen:

Please be advised that JimBob Realty, LLC.(the "Company") requests that the above  
referenced TIF be withdrawn.

In connection with this request to withdraw the TIF, the Company hereby waives any right to a  
hearing under applicable Massachusetts law.

Very truly yours,



Damon Cartelli, Manager  
JimBob Realty, LLC.

June 22, 2023

Massachusetts Office of Business Development  
136 Blackstone Street, 5th Floor  
Boston, Massachusetts 02109  
ATTN: Joey Giovino, EDIP Program Manager

JimBob Realty, LLC  
1 Main Street  
Greenfield, Massachusetts 01301  
ATTN: Damon Cartelli, Manager

RE: Tax Increment Financing Agreement ("TIF") Between the City of Greenfield and JimBob Realty, LLC – Mutual Agreement to Terminate

Dear Mr. Giovino and Mr. Cartelli:

Please be advised that the City of Greenfield (the "City") requests that the above referenced TIF be terminated. The TIF agreement terms have been mutually satisfied and JimBob Realty, LLC (the "Company") agrees to withdraw the TIF. The Company has waived any right to a hearing under applicable Massachusetts law.

Further, the Greenfield City Council voted to terminate the TIF at their meeting on June 21, 2023.

Sincerely,

Mayor

TAX INCREMENT FINANCING AGREEMENT  
by and between the  
TOWN OF GREENFIELD, JIMBOB REALTY, LLC,  
GREENFIELD CARMART, LLC and TWO FATHERS, LLC

This agreement (this "Agreement") is made the 17 day of March, 2018 by and between the TOWN OF GREENFIELD, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 14 Court Square, Greenfield, MA 01301 acting through its TOWN COUNCIL, (hereinafter called "the TOWN"), and JIMBOB REALTY, LLC, (hereinafter called "the PROPERTY OWNER") having an address of 214 New Bridge Street, West Springfield, MA 01089, who is the taxpayer on record for the property located at 1 Main Street, Greenfield, MA 01301, (hereinafter called the PROPERTY); and GREENFIELD CARMART, LLC, and TWO FATHERS, LLC both with an address of 1 Main Street, Greenfield, MA 01301 (hereinafter called "the BUSINESSES").

WHEREAS, THE PROPERTY OWNER intends to make capital investments in the construction of a building located at 1 Main Street, Greenfield, MA (Parcel ID: 49-10), and obtain certain local tax incentives from the TOWN for said construction; and

WHEREAS, the construction of the building is being conducted in two phases with the first phase (all shown on attached plan) having commenced before the submission of the Letter of Intent and therefore not considered as eligible for local tax incentives; and

WHEREAS, Phase II began after the submission of the Letter of Intent and therefore considered eligible in determination of the local tax incentives; and

WHEREAS, the PROPERTY is solely owned by the PROPERTY OWNER and leased to the BUSINESSES through a long-term lease agreement requiring the BUSINESSES to be responsible for payment of local real estate taxes; and

WHEREAS, the TOWN is willing to grant said local tax incentives in return for a guarantee of capital investment at the PROPERTY and increased employment opportunities for area workers;

WHEREAS, the TOWN understands that the BUSINESSES are growing through the completion of the new building;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

**A. THE BUSINESS'S TAXPAYER ON RECORD'S OBLIGATIONS.**

1. The PROPERTY OWNER shall make investments in capital improvements to the PROPERTY for Phase II over the term of this Agreement totaling at least 1.55 \$ Million.

2. As a result of these investments, the OWNER expects to retain forty-one (41) and add ten (10) new full-time positions over the terms of this TIF Agreement. The proposed job expansion set forth herein may vary however, based upon the future economic conditions existing in the Greater Franklin County Economic Target Area (the "Franklin County ETA") and in the market. Subject to the foregoing, the OWNER shall agree to operate its business and maintain the level of jobs described as long as the TIF Agreement is in effect.

3. The BUSINESSES agrees to make a good faith effort to give preference to qualified residents of Greenfield and the surrounding region for the additional full-time jobs created at the PROPERTY, so long as such a policy and its implementation does not result in the violation of any law or regulation.

4. The PROPERTY OWNER agrees to make a good faith effort to use local contractors for any repair, renovation, or expansion of the existing facility or any new facility on the PROPERTY.

5. If the PROPERTY OWNER decides to sell the PROPERTY and/or the facility or the BUSINESSES decides to transfer control of the facility and/or its operations other than to a related entity or to a purchaser which continues the operations of the facility, the BUSINESSES and/or the PROPERTY OWNER shall give the TOWN at least sixty (60) days' notice of said sale or transfer. Said notice shall be given to: Greenfield Town Council, 14 Court Square, Greenfield, MA 01301.

6. The PROPERTY OWNER shall provide to the TOWN an annual report for each year of this Agreement. Said report shall be as required by the Massachusetts Economic Assistance Coordinating Council and shall generally contain the following: 1) contact information; 2) employment and wage information for the beginning and end of the year; 3) investment information; 4) local property taxes paid and local property taxes exempt; 5) local personal property taxes paid and local personal property taxes exempt; and 6) the number of target area residents (those that live in Franklin County) employed at the facility at the beginning and end of the reporting period.

## **8. THE TOWN'S OBLIGATIONS.**

I. The TOWN shall grant a tax increment financing exemption to the BUSINESSES/PROPERTY OWNER for the PROPERTY in accordance with Massachusetts General Laws Chapter 23a Section 3, Chapter 40 Section 59, and Chapter 59 Section 5. The exemption shall be granted and shall apply to the increase in value of construction/expansions of the PROPERTY for Phase II. The exemption shall be valid for a period of ten years beginning with the Town's Fiscal Year 2017, which starts July 1, 2016.

2. The TOWN shall grant a personal property tax exemption to the BUSINESSES for a five (5) year period as shown in the exemption schedule.

The following exemption percentages in the exemption schedule will apply towards the assessed value of the PROPERTY as determined by the Board of Assessors for any additional incremental values added to the PROPERTY within the time period set forth in this Agreement.

#### EXEMPTION SCHEDULE

TIF Year	Calendar Year	Fiscal Year	Exemption -Real Estate	Exemption - Personal Property
Year 1	2016	FY 2017	100%	100%
Year2	2017	FY 2018	90%	75%
Year 3	2018	FY 2019	80%	50%
Year4	2019	FY 2020	70%	25%
Year 5	2020	FY 2021	60%	0%
Year6	2021	FY 2022	50%	0%
Year7	2022	FY 2023	40%	0%
Year8	2023	FY 2024	30%	0%
Year9	2024	FY 2025	20%	0%
Year IO	2025	FY 2026	10%	0%

#### C. ADDITIONAL PROVISIONS.

I. Pursuant to 751 Code of Massachusetts Regulations (CMR) 11.05 (8)(d), this Agreement shall be binding upon subsequent Businesses or Owners of the PROPERTY.

2. The Town of Greenfield reserves the right to review and renegotiate this Agreement if the BUSINESSES activity at the PROPERTY ceases to be fully operational during the life of this Agreement. Upon failure of the PROPERTY OWNER to fulfill its material obligations of section A1 under this Agreement, the Town reserves the right to apply to the Economic Assistance Council for de-certification of the project.

3. The BUSINESS/PROPERTY OWNER reserve the right to terminate this Agreement upon sixty (60) days prior notice to the TOWN (such notice to be given in accordance with Section A, Paragraph 4 hereof), upon the sale of the PROPERTY (including the building) or the BUSINESSES operated on the PROPERTY.

4. This Agreement is subject to MGL c. 23A, section 3A-3F inclusive; MGL c 40 section 59; MGL c 6A and St. 1993 c 19.

5. This Agreement may be amended or extended if the BUSINESSES and/or PROPERTY OWNER makes additional investments in the PROPERTY resulting into increased tax assessment..

Executed this 19 day of August 2019

Town of Greenfield

IM BOB REALTY, LLC

By: [Signature]

Greenfield Town Council

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

Robert Cartelli

Greenfield Carmart, LLC

Two Fathers, LLC

By: [Signature]  
Title: \_\_\_\_\_

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

Robert Cartelli

Robert Cartelli



MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT  
ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (EDIP)  
ANNUAL REPORT

Calendar Year 2022 Annual Report: JimBob Realty, LLC

**1. Project Information**

Business Name:	JimBob Realty, LLC
FEIN Number:	203548373
Municipality of Project:	Greenfield
Date of Project Approval by the EACC:	9/23/2015
Category of Project:	TIF Only
Full-Time Permanent Employment at Project Location as listed in application materials:	41
Full-Time Permanent Employees to be transferred from other Massachusetts Locations to Project Location:	
Total Full-Time Existing Jobs to be Retained at the Project Location:	41
Full-Time Permanent Jobs to be Created at Project Location:	10
Duration of Local Incentive (Years):	10

**2. Contact Information**

Contact Name:	damon cartelli
Address:	1 main st
City:	GREENFIELD
State:	MA
Zip Code:	01301
Telephone Number:	(413) 785-1631
Extension:	none
Email Address:	<a href="mailto:dcartelli@fathers-sons.com">dcartelli@fathers-sons.com</a>



MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (EDIP)

ANNUAL REPORT

### 3. Full-Time Permanent Employment at Project Location

Total Full-Time Permanent Employees (headcount) at the Project Location per the Job Chart and Workforce Analysis Plan:	41
Total Full-Time Permanent Employees (headcount) as of 12/31/2022 at the Project Location:	71
Total Full-Time Permanent Employees hired in Calendar Year 2022 (and currently employed at project location):	3
Of the total Full-Time Permanent Employees (headcount) at the Project Location, how many of these employees live in the municipality of the project?	35
Total number of existing full-time employees that are MA residents and work at the project site:	
Number of full-time employees that are MA residents working on-site at project facility location two days or more per week:	
Total number of existing full-time employees that are non-MA residents and work at the project site:	
Number of full-time employees that are non-MA residents working on-site full-time at project facility location:	

### 4. Full-Time Permanent Employment in Massachusetts

Total Full-Time Permanent Employees in Massachusetts at the time of Project Approval on 9/23/2015:	
Total Full-Time Permanent Employees in Massachusetts as of 12/31/2022:	63



MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (EDIP)

ANNUAL REPORT

**5. Investment at Project Location**

Expected Total Investment as listed in Project Application:	\$7,500,000
Total Calendar Year 2022 Investment at Project Location:	\$7,500,000
Total Investment at Project Location since Project Approval on 9/23/2015 through 12/31/2022:	\$7,500,000

**6. State Benefits (If Applicable)**

If your company did not receive a Massachusetts EDIP tax credit please enter "0" for the following questions.

Approved Total Economic Development Incentive Program Investment Tax Credit Award (to be taken in years according to the EDIP-ITC Utilization Schedule):	\$0
Approved Economic Development Incentive Program Investment Tax Credit Award for Calendar Year 2022:	\$0
Amount of EDIP Investment Tax Credit to be Claimed for Calendar Year 2022:	\$0.00
Total Amount of EDIP Investment Tax Credit that has been taken from Project Approval on 9/23/2015 through 12/31/2022:	\$0.00

**7. Local Benefits (If Applicable)**

Please report on the FISCAL YEAR for this section only. If your company did not receive a local incentive, please enter "0" for the following questions.

Type of Local Incentive Received:	TIF
Duration of Local Incentive:	10
Years remaining for the project's local tax benefits:	2
Fiscal Year 2022 Property Taxes Paid to Municipality:	\$76,806.00
Fiscal Year 2022 Property Taxes Exempted (due to TIF or STA):	\$0.00
Total Property Taxes Paid to Municipality Since Project Approval on 9/23/2015:	\$324,406.00
Total Property Taxes Exempted (due to TIF or STA) Since Project Approval on 9/23/2015:	\$41,951.00



ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (EDIP)

ANNUAL REPORT

MAURA T. HEALEY  
GOVERNOR

KIMBERLY DRISCOLL  
LIEUTENANT GOVERNOR

**8. Project Status**

Please provide detailed information on the status of the project to date including, but not limited to: a) Information on construction and purchases (real property and equipment), b) Status of job creation commitments c) Changes in company presence in Massachusetts and d) Any further information you would like to supply.

project completed

**9. Authorization**

I, robert cartelli, hereby attest and certify, under the pains and penalty of perjury, that the information I have provided within the 2022 EDIP Annual Report is true to the best of my knowledge, and that such information accurately and completely reflects the Certified Project's total number of full-time permanent employees and the total investment at the project location. I also certify that a copy of the 2022 EDIP Annual Report has been recorded with City/Town in which the Certified Project is located.

By checking this box and submitting, you  
agree to the above:



***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :  
Second by Councilor \_\_\_\_\_ :

*The City Council,*  
*Moved that it be ordered,*

THAT THE CITY OF GREENFIELD HEREBY PETITIONS THE LEGISLATURE OF THE COMMONWEALTH OF MASSACHUSETTS TO PASS SPECIAL LEGISLATION AS FOLLOWS:

AN ACT AUTHORIZING THE CITY OF GREENFIELD TO GRANT AN ADDITIONAL LICENSE FOR THE SALE OF ALL ALCOHOL BEVERAGES TO BE DRINK ON THE PREMISES.

NOTWITHSTANDING SECTION 17 OF CHAPTER 138 OF THE GENEAL LAWS OR ANY OTHER GENERAL OR SPECIAL LASE TO THE CONTRARY, THE LICENSING AUTHORITY OF THE CITY OF GREENFIELD MAY GRANT AN ADDITIONAL ICENSE FOR THE SALE OF ALL ALCOHOL BEVERAGES TO BE DRUNK ON THE PREMISES UNDER SECTION 12 OF SAID CHAPTER 138 TO TUCKERMAN'S GLASSES, LLC DBA GREENFIELD GARDEN CIMENA, LOCATED AT 361 MAIN STREET.

THE LICENSE SHALL BE NON-TRANSFERRABLE IN TERMS OF LOCATION.

THE ACTION SHALL TAKE EFFECT UPON ITS PASSAGE.

Two-thirds (2/3) Vote Required (9)

VOTE:

Explanation of supporting rationale:

Letter of recommendation from Board of License Commissioners  
Email from Tuckerman's Glasses LLC dba Greenfield Garden Cinemas



Roxann Wedegartner  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**BOARD OF LICENSE COMMISSIONERS**

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1580 • Fax 413-772-1519  
LoriK@greenfield-ma.gov • www.greenfield-ma.gov

*Members:*

Ball, Alan (2025)  
Bernard, Randall (2024)  
Corrinet, Philip (2023)  
Henry, Ruth (2023)

April 19, 2023

Greenfield City Council  
Greenfield, MA 01301

At a duly scheduled meeting of the Board of License Commissioners held on April 18, 2023 after public notice and notification to abutters, we held a hearing to consider a request from Tuckerman's Glasses, LLC that the City of Greenfield petition the State Legislature to create a new annual on-premise all-alcohol liquor license beyond Greenfield's quota for the Greenfield Garden Cinema located at 361 Main Street. The establishment currently holds an annual beer & wine alcoholic beverages license, the all-alcohol license would replace the beer & wine license.

It was unanimously voted to send a positive recommendation on this request.

Sincerely,

Ruth Ellen M. Henry  
Chair, Board of License Commissioners

GREENFIELD, MASS  
2023 APR 21 AM 10:20  
OFFICE OF THE  
CITY CLERK

*The City of Greenfield is an Affirmative Action/Equal Opportunity Employer,  
a designated Green Community and a recipient of the "Leading by Example" Award*

4/25/23, 9:34 AM

City of Greenfield Mail - Legislative Liquor License



Lori Krikorian <lori.krikorian@greenfield-ma.gov>

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## Legislative Liquor License

1 message

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Isaac Mass <greenfieldgarden7@gmail.com>

Fri, Mar 24, 2023 at 9:50 AM

To: Lori Krikorian <lori.krikorian@greenfield-ma.gov>

Lori,

Please accept this email as a request to initiate the process of a legislative full liquor license for Tuckerman's Glasses, LLC dba Greenfield Garden Cinemas 361 Main Street Greenfield, MA current holder of a beer and wine license within quota.

Isaac Mass  
Greenfield Garden Cinema . . . Where dreams grow  
361 Main Street  
Greenfield, MA 01301  
413-773-9260

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_:  
Second by Councilor \_\_\_\_\_:

*The City Council,*

*Moved that it be ordered,*

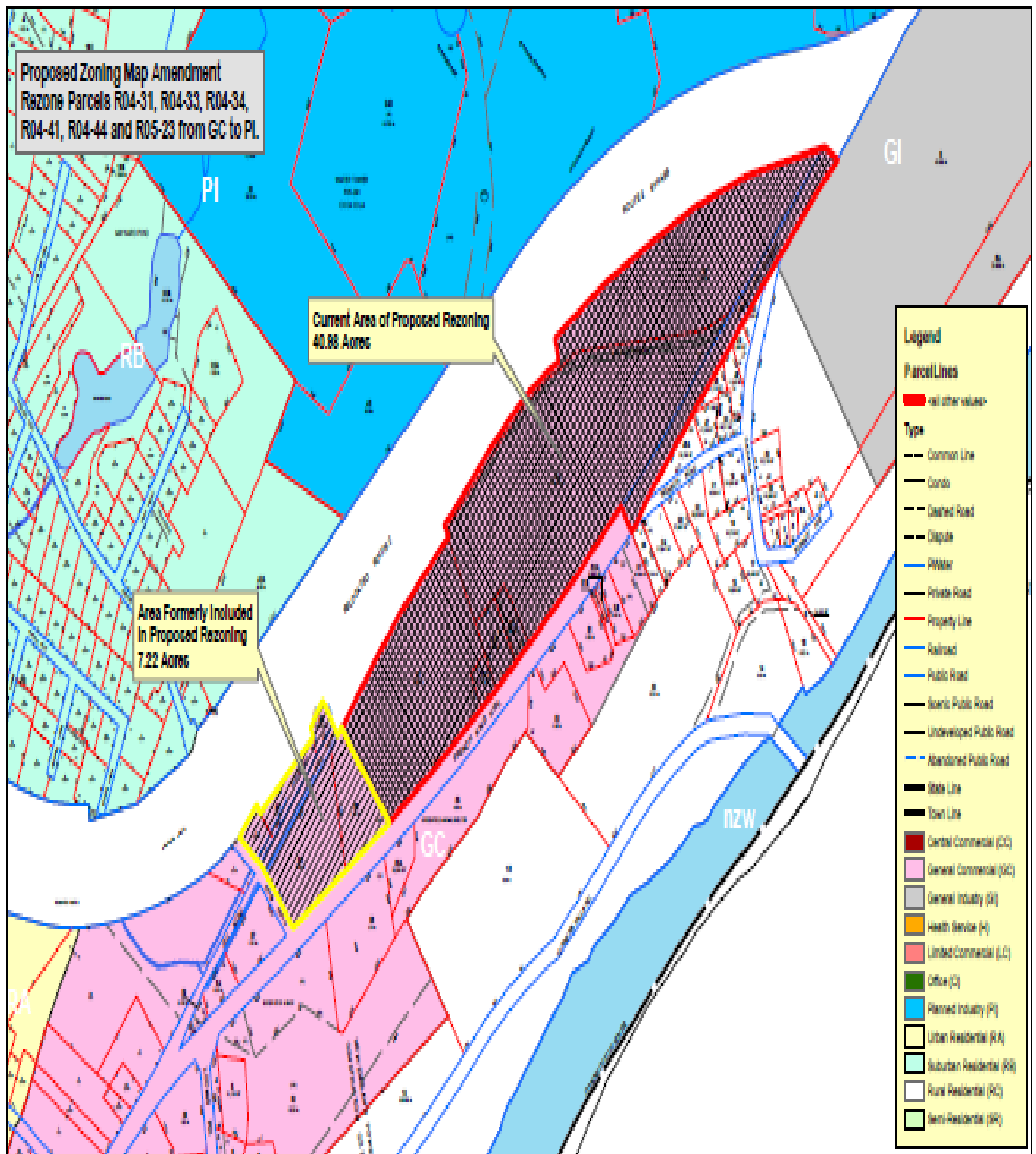
THAT THE CITY COUNCIL OF GREENFIELD AMEND THE ZONING MAP TO REZONE THE FOLLOWING PARCELS ON FRENCH KING HIGHWAY FROM GENERAL COMMERCIAL (GC) TO PLANNED INDUSTRY (PI): R04-31, R04-33, R04-41, R04-44 AND R05-23. (SEE ATTACHED MAP)

AND FURTHER AMENDS THE TABLE OF CONTENTS AND INDEX 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.

Two/Thirds (2/3) Vote Required (9)

**Vote within 90 days of the public hearing (August 7, 2023)**

Explanation of supporting rationale:

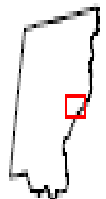


Prepared by: Dept. of Planning & Development  
 Data Sources: City of Greenfield & Mendon  
 March 3, 2023

200 100 0 200 Feet



**Proposed Rezoning from  
 General Commercial (GC) to Planned Industry (PI)**





**Roxann Wedegartner**  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**PLANNING AND DEVELOPMENT**

**PLANNING BOARD**

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1549 • [eric.twarog@greenfield-ma.gov](mailto:eric.twarog@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**TO:** Daniel Guin, City Council President  
Members of the Greenfield City Council

**FROM:** Charles Roberts, Chairperson, Planning Board

**DATE:** March 22, 2023

**RE:** Planning Board re-initiation of the proposed revised Zoning Map Amendment for a portion of the French King Highway from General Commercial (GC) to Planned Industry (PI).

---

At its March 16, 2023 meeting, the Planning Board, after careful consideration and deliberation, took the following vote to re-initiate the attached proposed revised Zoning Map amendment to rezone the following parcels on the French King Highway from General Commercial (GC) to Planned Industry (PI): R04-31, R04-33, R04-34, R04-41, R04-44, and R05-23.

**MOTION:** Moved by Touloumtzis, seconded by Chichester, and voted 3:0:0 to forward the proposed revised Zoning Map Amendment to rezone the following parcels on the French King Highway from General Commercial (GC) to Planned Industry (PI): R04-31, R04-33, R04-34, R04-41, R04-44, and R05-23 to the City Council to initiate the Zoning Amendment process.

The members of the Planning Board wanted the following to be noted from their discussion:

- The revised map leaves additional properties to the east as General Commercial, which allows 2 and 3 family development by right.
- There has been clearly demonstrated demand for industrial land in Greenfield: NUPRO, Dumont, and Valley Steel Stamp as well as others.
- The City of Greenfield and Franklin County as a whole simply do have enough available industrially zoned land.
- The industrial sector share of property value in Greenfield is only 4%.

---

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a designated Green Community and a recipient of the "Leading by Example" Award*

- Industrial jobs are a critical goal of our Sustainable Master Plan of 2014.
- Retail jobs cannot significantly lift our local economy. The City needs livable wage jobs.
- The expanded zone will be open to all interested industrial entrepreneurs—not one or two companies.
- The specific industrial product produced is not a zoning issue.
- The Board believes that the compromise made relative to the new library will not be jeopardized with this map amendment.
- Approximately 87% of Greenfield's land area by zoning is available for residential development (Single-family, two-family, and three-family homes by right).
- Mixing housing uses with industrial uses goes against sound planning/zoning principles.

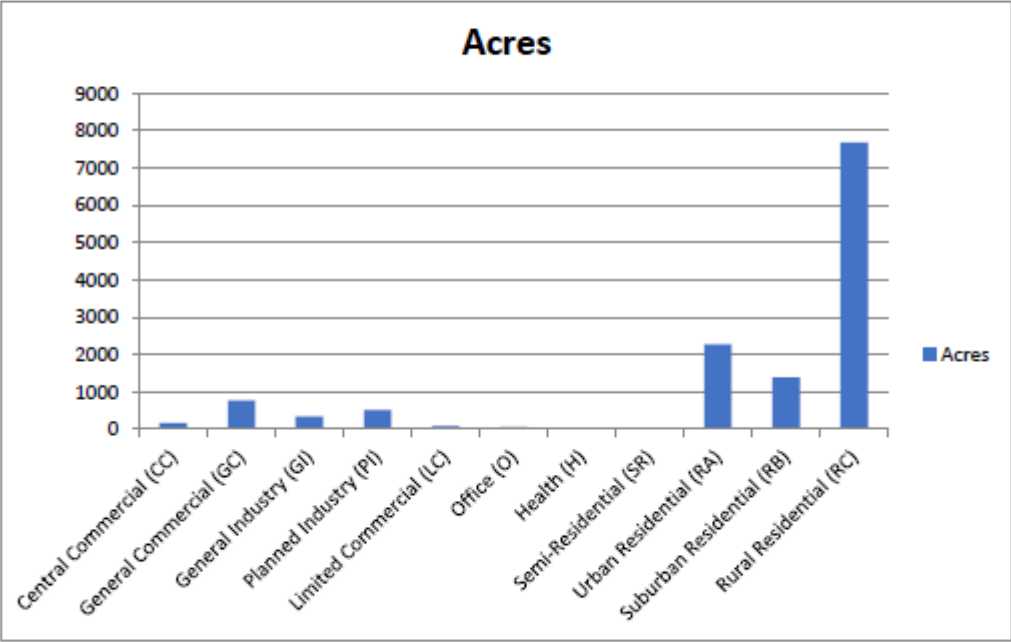
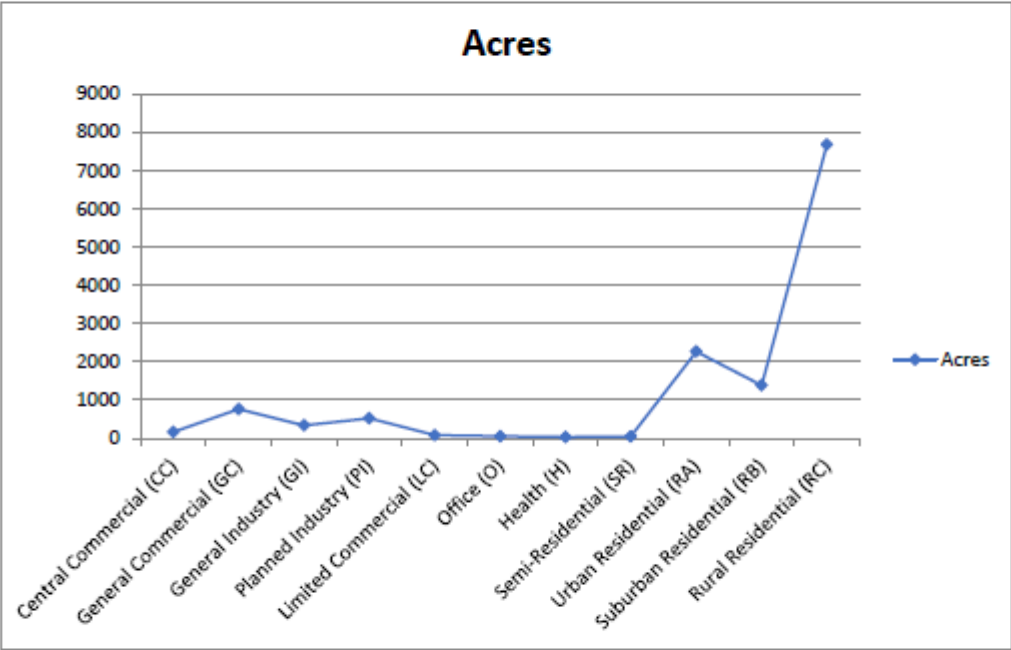
Respectfully submitted,  
Charles Roberts  
Chairperson, Planning Board

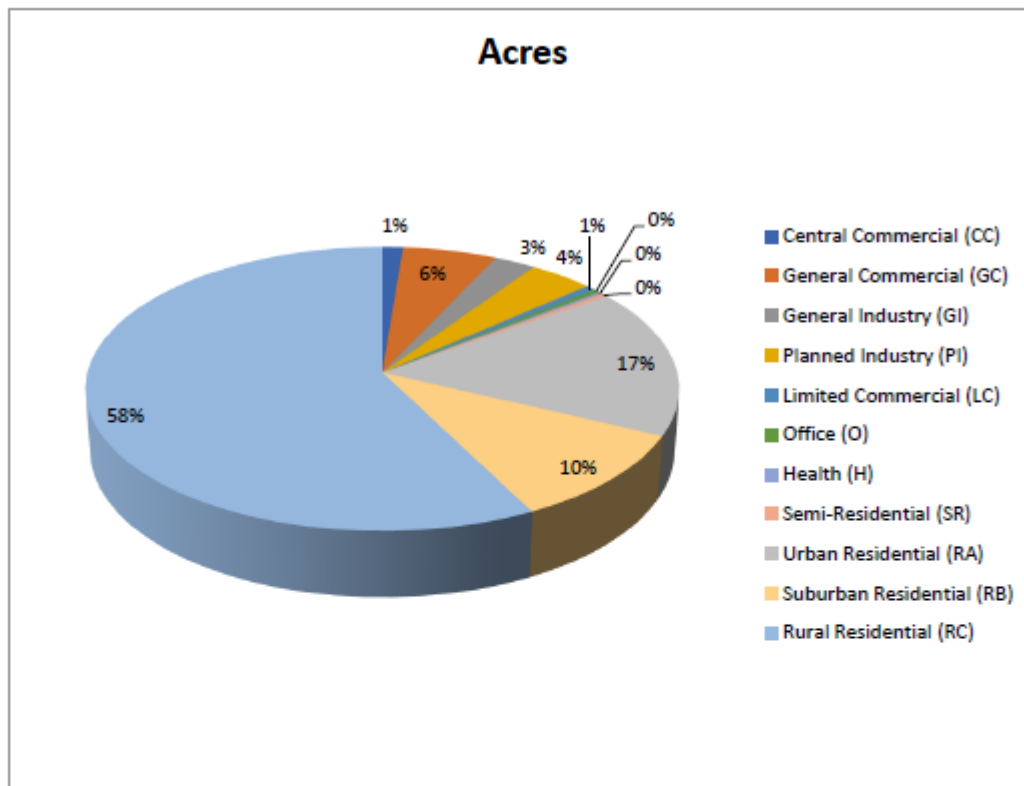
Attachments: Revised Proposed Zoning Map Amendment  
Zoning Districts by Acreage



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# Zoning District by Acreage





Central Commercial (CC):	1.25%
General Commercial (GC):	5.73%
General Industry (GI):	2.55%
Planned Industry (PI):	3.93%
Limited Commercial (LC):	0.61%
Office (O):	0.40%
Health (H):	0.26%
Semi-Residential (SR):	0.37%
Urban Residential (RA):	17.00%
Suburban Residential (RB):	10.39%
Rural Residential (RC):	57.51%



**Roxann Wedegartner**  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**PLANNING AND DEVELOPMENT**

**PLANNING BOARD**

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1549 • [eric.twarog@greenfield-ma.gov](mailto:eric.twarog@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**TO:** Daniel Guin, City Council President  
Members of the Greenfield City Council

**FROM:** Charles Roberts, Chairperson, Planning Board

**DATE:** June 6, 2023

**RE:** Planning Board deliberation on the proposed Zoning Map Amendment for a portion of the French King Highway from General Commercial (GC) to Planned Industry (PI).


---

At its June 1, 2023 meeting, the Planning Board, after careful consideration and deliberation, took the following vote relative to the proposed Zoning Map Amendment to rezone a portion of the French King Highway from General Commercial (GC) to Planned Industry (PI):

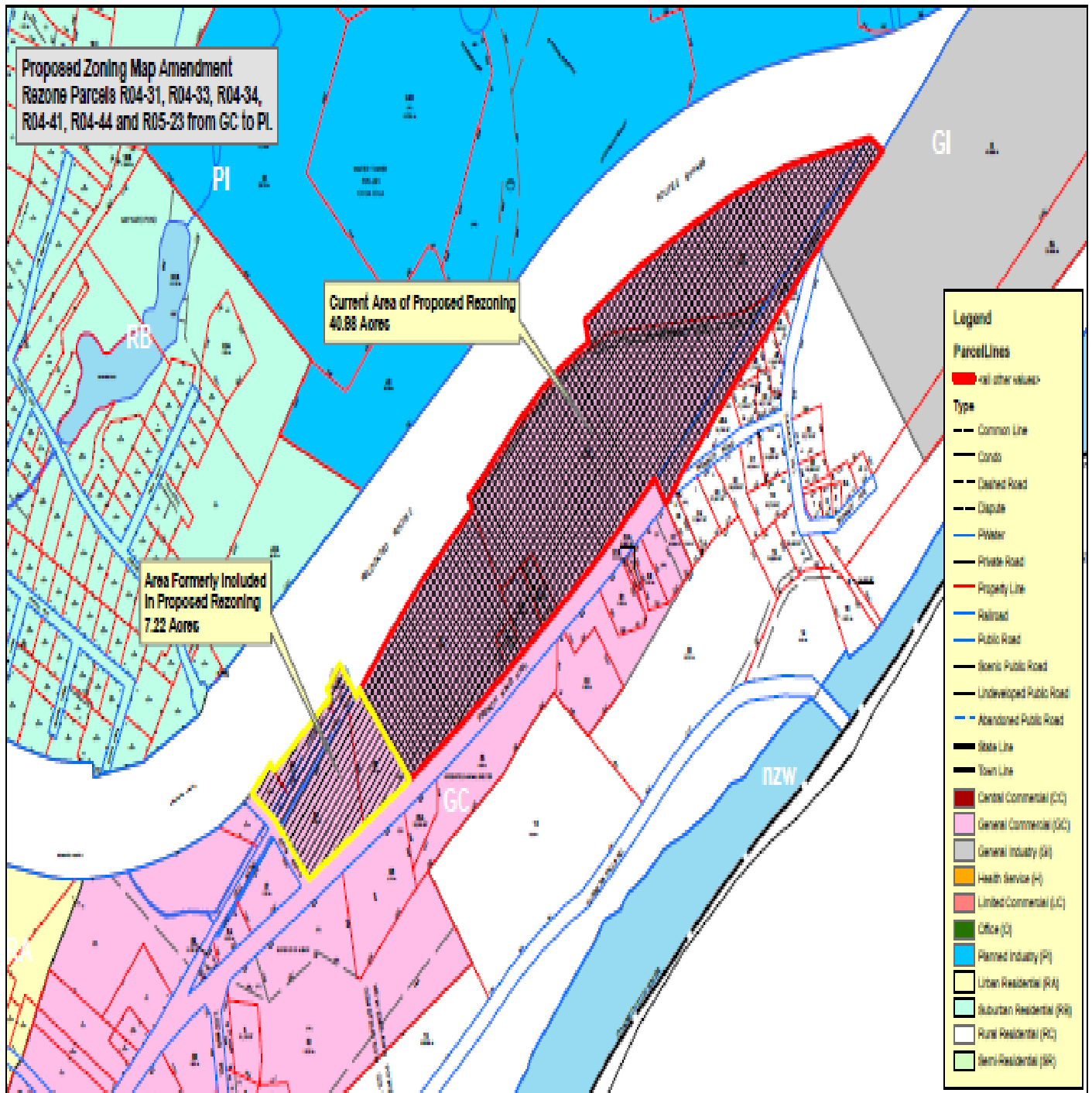
**MOTION:** Moved by Toulountzis, seconded by Kinney, and voted 5:0:0 to forward a positive recommendation to the City Council on the revised Zoning Map amendment to rezone the following parcels on the French King Highway from General Commercial (GC) to Planned Industry (PI): R04-31, R04-33, R04-34, R04-41, R04-44, and R05-23 from General Commercial (GC) to General Industry (GI).

Respectfully submitted,  
Charles Roberts  
Chairperson, Planning Board

Attachments: Proposed Zoning Map Amendment



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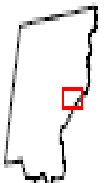


Prepared by: Dept. of Planning & Development  
Data Sources: City of Greenfield & Monroe  
March 1, 2021

200 100 0 200 Feet



**Proposed Rezoning from**  
**General Commercial (GC) to Planned Industry (PI)**



**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:

- Library Board of Trustees – Appointment: Ann Dillon (To finish Joe Ruggeri’s Term), Term to Expire December 31, 2024; Reappointments: Sarah Ahearn Bellemare; William Benson; Jonathan Cohen-Gorczyca, Terms to Expire June 30, 2026
- Planning Board – Charles Kinney (From Alternate to Full Member) Term to Expire December 31, 2025

Reappointments:

- Board of License Commissioners – Phil Corrinet; Ruth Henry, Terms to Expire June 30, 2026
- Cemetery Commission – Ian Hodgdon, Term to Expire June 30, 2026
- Community Preservation Commission – Thomas Guerino (Housing Authority appointee); John Passiglia (Historical Commission appointee); Garth Shaneyfelt (Mayoral appointee), Terms to Expire June 30, 2026
- GCET Board of Commissioners – Amy McMahan, Term to Expire June 30, 2026
- Historical Commission – Tim Blagg; Margo Jones, Terms to Expire June 30, 2026
- Housing Authority – John Mackin (appointed for 3 year term, should have been 5 year), Term to Expire June 30, 2025
- Human Rights Commission – Mpress Bennu; Philippe Simon, Terms to Expire June 30, 2026
- Planning & Construction Committee – Jean Wall, Term to Expire June 30, 2026
- Recreation Commission – Donna DuSell, Term to Expire June 30, 2026
- Trustees of the Soldier’s Memorial – David Lewis; William C Phelps, Terms to Expire June 30, 2026
- Zoning Board of Appeals – James Winn, Term to Expire June 30, 2026

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”



City of  
**GREENFIELD, MASSACHUSETTS**  
**OFFICE OF THE MAYOR**

**MEMO**

**TO: Dan Guin, City Council President**  
**Chris Forgey, City Council Vice President**  
**FROM: Mayor Roxann Wedegartner**  
**DATE: May 23, 2023**  
**RE: June Appointments to City Boards and Commissions -**

---

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

Appointments:

- Ann Dillon, Library Board of Trustees, December 31, 2024 (short term to finish out Joe Ruggeri's term)
- Charles Kinney; Planning Board, change from alternate to full-member; December 31, 2025

Reappointments

- Phil Corrinet; Board of License Commissioners; June 30, 2026
- Ruth Henry; Board of License Commissioners; June 30, 2026
- Ian Hodgdon; Cemetery Commission; June 30, 2026
- Thomas Guerino; Community Preservation Commission (Housing Authority appointee); June 30, 2026
- John Passiglia; Community Preservation Commission (Historical Commission appointee); June 30, 2026
- Garth Shaneyfelt; Community Preservation Commission (Mayoral appointee); June 30, 2026
- Amy McMahan; GCET Board of Commissioners; June 30, 2026
- Tim Blagg; Historical Commission; June 30, 2026
- Margo Jones; Historical Commission; June 30, 2026
- John Mackin; Housing Authority; June 30 2025 (short term because he was appointed for three years in June of 2020 with term to expire June 30, 2023 and should've been five years per MGL)
- Mpress Bennu; Human Rights Commission; June 30, 2026
- Philippe Simon; Human Rights Commission; June 30, 2026



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- Jean Wall; Planning & Construction Committee; June 30, 2026
- Sarah Ahearn Bellemare; Public Library Board of Trustees; June 30, 2026
- William Benson; Public Library Board of Trustees; June 30, 2026
- Jonathan Cohen-Gorczyca; Public Library Board of Trustees; June 30, 2026
- Donna DuSell; Recreation Commission; June 30, 2026
- David Lewis; Trustees of the Soldier's Memorial; June 30, 2026
- William C. Phelps; Trustees of the Soldier's Memorial; June 30, 2026
- James Winn; Zoning Board of Appeals; June 30, 2026

Mayor Roxann Wedegartner



87 Barton Road  
Greenfield, MA 01301  
[thedillonhouse@comcast.net](mailto:thedillonhouse@comcast.net)

May 22, 2023

Mayor Roxanne Wedegartner  
City of Greenfield  
14 Court Square  
Greenfield, MA 01301

Dear Mayor Wedegartner,

Doris Cowdrey approached me a few weeks ago and asked if I would be interested in becoming a Trustee of the Greenfield Public Library. I replied with a "Yes!" and she recommended I submit a letter of interest to you as part of the appointment process. So here goes!

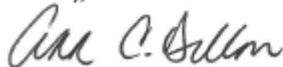
I believe libraries are one of the most democratic institutions we have in our communities today. I love that they are open to everyone. No matter your age, education, ethnicity or income, you are welcome to come in and use the library and its myriad of resources. But a library is more than just its collections. Often, we hear "Why do we need libraries? We have the Internet!" Even if we were to assume that everyone has access to the internet, I believe there is still a deep need for this public institution. Libraries are more than just a way to "look things up." They bring people together and create communities. They offer spaces where people can learn and interact. They offer programming that goes beyond story hours and books.

I've spent many hours supporting our library over the past several years. I first became a member of the Friends in 2005 and was involved in various capacities through 2020. In 2019, I joined the Greenfield Public Library Foundation. I participated in the Library Director search that hired Ellen Boyer and am now part of the Search committee looking for her replacement. I was a member of the original Building Committee Advisory Board and now sit on the City's Library Building Committee. While I am thrilled that the City is building a new library, I am also proud to have been part of "Team Library" throughout the past few years – from raising the \$2M we promised to the City to rallying overall community support for the vote.

With the opening of the new building, I think this is an opportune time to join the Board of Trustees and I would be honored if you would appoint me to this role. The Board of Trustees certainly has a lot to do in the coming months- including the development of policies and procedures for the new building, updating the strategic plan, supporting and advocating for next year's budget, and generally being there for the Director and her initiatives. I enjoy being part of the process and I like to think I provide a thoughtful and open perspective to such discussions. I have worked with several of the current Trustees, most recently on the Library Director Search committee and I value their leadership. I certainly appreciate their advocacy for the library, both the building and its personnel. As such, I would welcome being part of this organization.

I have attached my resume. If you have any questions, please do not hesitate to ask. I look forward to working with you as the library moves ahead!

Sincerely,



Ann C. Dillon

# Ann Chmielewski Dillon

87 Barton Road, Greenfield, MA 01301 · (413) 834-1971 · thedillonhouse@comcast.net

## SUMMARY

Self-starting, results-oriented, capable finance professional with background in professional services, manufacturing, financial reporting and public accounting. Known for creating efficient and timely solutions. Able to strike the right balance between working independently to complete tasks and being a positive, contributing member in a team environment.

## PROFESSIONAL WORK EXPERIENCE

### **Stevens & Associates PC, M&S Development LLC**

**Jan 2017 - present**

#### *Chief Financial Officer*

Responsible for the financial activities of both sister organizations, and numerous sub-businesses created as part of real estate development projects. Serve as financial advisor to CEO and integral part of executive team for strategic planning purposes. Oversees all admin and accounting operations, including treasury and human resources.

### **Kringle Candle Company; Bernardston, MA**

**Oct 2010 – May 2016**

#### *Accounting and Finance*

Responsible for developing, implementing, and maintaining financial processes for three entities: Kringle Candle, Farm Table Restaurant, and Kittredge Industries. Reported directly to CFO while working with other senior management in the areas of production, distribution, purchasing, HR and IT. Responsible for month and year-end closing, financial statement and monthly reporting preparation. Performed detailed and timely analyses, including cash flow projections, cost allocation among revenue streams, new store analysis, new product line offerings. Assisted in the development of the standard costing method of inventory valuation and led the semi-annual inventory count process.

### **PricewaterhouseCoopers LLP; Boston, MA and Hartford, CT**

**1991 - 2001**

#### *Senior Manager*

Enjoyed complex and challenging work while providing quality client service. Managed multiple audit teams from engagement planning, risk assessment, and audit approach through financial statement presentation and audit wrap-up. Included budget preparation and negotiation. Incorporated other non-audit disciplines (Tax, IT, HR Consulting) in each engagement. Clients were public, private and not-for-profit; local, national and international. Majority of clients were high tech and of a high risk nature. Continually demonstrated strong written and oral communication skills. Worked well with all client personnel - from accounting clerks to the board room.

## EDUCATION AND PROFESSIONAL CERTIFICATION

**BA, Government.** Dartmouth College; Hanover, NH.

**Certified Public Accountant.** Massachusetts. License #17107

## COMMUNITY INVOLVEMENT

- **City of Greenfield Library Building Committee:** (2015-present). Started as member of committee which led the town's effort to apply for MBLC (Massachusetts Board of Library Commissioners) grant for new library construction. Currently, member of committee overseeing the construction of the new library building.
- **Greenfield Public Library Foundation:** (2019-present) Board member, Treasurer. Organization responsible for raising \$2 million in support of new library building construction.
- **Friends of the Greenfield Public Library:** (2005-2020). Held various positions: President, Vice-President, Treasurer, Membership Chair, Fall Event Chair. Also participated in New Director Search Committee.
- **Blessed Trinity Parish (formerly Blessed Sacrament):** Finance Council, Parish Council, Religious Education Teacher, Community meals and food pantry volunteer.
- **United Way Preschool Reading Program:** Volunteer to read each month at local preschool.

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

Councilor \_\_\_\_\_:  
Second by Councilor \_\_\_\_\_:

***The City Council,***

Upon recommendation of Mayor Wedegartner

**An Order To Accept**  
**MA Department of Public Health**  
**Public Health Excellence Grant for Shared Services**

Ordered, that:

The Mayor is authorized to accept and expend state funds received from the Massachusetts Department of Public Health as part of a multi-year grant from the MADPH. These funds will be used in accordance with grant policy to advance the shared services of the Greenfield Health Department as the lead agency providing public health services and guidance to five area communities: Deerfield, Montague, Sunderland, Leverett, and Shutesbury. Funding under this award program will be utilized by the Greenfield Health Department in carrying out the mutually agreed upon Scope of Services. In each community, including Greenfield, use of these funds will be used only to augment not replace current municipal funding for public health staff or services.

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Massachusetts Department of Public Health  
Office of Local and Regional Health  
Public Health Excellence Grant Program for Shared Services  
RFR #214333  
Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

Greenfield

*Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.*

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name [Signature] Title Executive Admin Date 10/31/22

Name [Signature] Title interim. chairperson Date 10/31/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

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**Note for the lead municipality/agency:** This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

**Massachusetts Department of Public Health  
Office of Local and Regional Health  
Public Health Excellence Grant Program for Shared Services  
RFR #214333  
Municipality Statement of Commitment**

**Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:**

The City of Greenfield

**Municipality submitting this form:**

SUNDERLAND

*Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.*

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name [Signature] Title Town Administrator Date 10/31/22

Name [Signature] Title Board of Health VICE CHAIR Date 10/31/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

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**Note for the lead municipality/agency:** This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

**Massachusetts Department of Public Health  
Office of Local and Regional Health  
Public Health Excellence Grant Program for Shared Services  
RFR #214333  
Municipality Statement of Commitment**

**Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:**

The City of Greenfield

**Municipality submitting this form:**

Montague

*Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.*

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name Melanie L. Zammit Title BOH Chair Date 9/21/22  
Name Pg/Chair Title Selectboard Chair Date 10/4/2022

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

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**Note for the lead municipality/agency:** This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

[local.regionalpublichealth@massmail.state.ma.us](mailto:local.regionalpublichealth@massmail.state.ma.us)

Massachusetts Department of Public Health  
Office of Local and Regional Health  
Public Health Excellence Grant Program for Shared Services  
RFR #214333  
Municipality Statement of Commitment

Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:

The City of Greenfield

Municipality submitting this form:

The Town of Deerfield

*Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.*

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name Carolyn Shores Title Board of Health/Selectboard Date 11/1/2022

Name HA Title Town Administrator Date 11/1/2022

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

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**Note for the lead municipality/agency:** This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

local.regionalpublichealth@massmail.state.ma.us

**Massachusetts Department of Public Health  
Office of Local and Regional Health  
Public Health Excellence Grant Program for Shared Services  
RFR #214333  
Municipality Statement of Commitment**

**Working Name of Shared Services Arrangement or Name of Lead Municipality or Agency:**

The City of Greenfield

**Municipality submitting this form:**

SHUTESBURY

*Each municipality should complete a Municipality Statement of Commitment form and return to the lead municipality or agency.*

Check each box below to affirm that your municipality understands and intends to

- ☒ Cooperate with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- ☒ Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.

Form must be signed by a municipal chief executive and board of health chair (see note below).

Name C. Thomas H. H. Title Chair BOH Date 11/1/22

Name Rita Jarrell Title Selectboard Chair Date 11/1/22

Please provide a brief explanation if this form has not been signed by the date agreed upon with your OLRH Program Coordinator:

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**Note for the lead municipality/agency:** This form must be scanned and sent by e-mail on or before the date agreed upon with your OLRH Program Coordinator to:

[local.regionalpublichealth@massmail.state.ma.us](mailto:local.regionalpublichealth@massmail.state.ma.us)

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/info-details/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/info-details/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> CITY OF GREENFIELD TOWN HALL		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address:</b> (W-4, W-4): 14 COURT SQ GREENFIELD, MA 01301-3547		<b>Business Mailing Address:</b> 260 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Jennifer Hoffman	<b>Phone:</b> 413-772-1404x2	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jennifer.hoffman@greenfield-ma.gov	<b>Fax:</b>	<b>Contract Manager:</b> Deandra Russo	<b>Phone:</b> 617-363-0475
<b>Contractor Vendor Code:</b> VC8000191808		<b>E-Mail:</b> Deandra.russo@mass.gov	<b>Fax:</b> 617-624-6017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID:</b> INTF1200P01214333174	
		<b>REPRODUCTION or Other ID Number:</b> 214333	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> Statutory Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all grants <u>§13 CMR 2.00</u> (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or remark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to ____/____/____, 20____ Amendment: Enter Amendment Amount \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions for Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract:</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ 298,750.00			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <u>§1A, c. 29, § 23A</u> ). <input type="checkbox"/> Only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Public Entities PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____/____/____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____/____/____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 11.05, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>10-7-2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Roxanne Wedegarten</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME: CITY OF GREENFIELD TOWN HALL  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191808

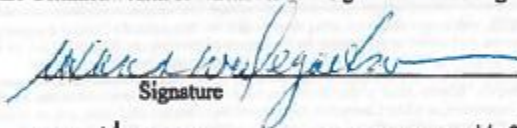
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Roxann Wedegarten	Mayor
Jennifer Hoffman	Health Director
Danielle Letourneau	Chief of Staff

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
Signature

Date: 10.7.2022

Title: Mayor

Telephone: 413 772 1560

Fax:

Email: Roxann.Wedegarten@greenfield-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

• **CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL)**

A Contractor Authorized Signatory Listing (CASL) form must be signed with an authorized signature, dated and returned via email scan for each new contract or amendment contract package.

If you have any questions about your contract package, please contact **Deandra Russo** at **Deandra.russo@mass.gov**.

Please sign with an authorized signature and return the contract package via email scan to **Deandra Russo** at **Deandra.russo@mass.gov**. no later than close of business **10/17/2022**.

Sincerely,  
**Sam Wong**  
Bureau Director  
Office of Local and Regional Health

**Acceptable forms of Authorized signatures:**

1. Traditional hand drawn "wet signature" (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
  - a. Hand drawn using a mouse or finger if working from a touch screen device;
  - b. An uploaded picture of the signatory's hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

**Please Note:**

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MARGRET R. COOKE  
Commissioner

Tel: 617-624-6000  
www.mass.gov/dph

10/06/2022

CITY OF GREENFIELD TOWN HALL  
14 COURT SQ  
GREENFIELD, MA 01301-3547

Attn: Jennifer Hoffman

R/E: Contract #: INTF1200P01214333174

This letter is to inform you that the Massachusetts Department of Public Health, DPH Offices has awarded CITY OF GREENFIELD TOWN HALL a contract as a result of the review of your response to RFR# 214333 - PUBLIC HEALTH EXCELLENCE GRANT PROGRAM FOR SHARED SERVICES. The effective start date of the contract shall be the anticipated start date specified in the Standard Contract Form or a later date the Standard Contract Form has been executed by an authorized signatory of the Department of Public Health. The contract will be in effect through 06/30/2023 with options for renewal through 06/30/2033.

The contract total maximum obligation is \$296,750.00.

Listed below is the contract budgeted funding amounts:

Current Year	08/24/2022	06/30/2023	\$296,750.00
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If you have questions about your award please contact your program manager Sarah Trager at [Sarah.Trager@mass.gov](mailto:Sarah.Trager@mass.gov).

Enclosed please find a Standard Contract package for you to review, sign and return via email scan. Please take note of the following:

- **STANDARD CONTRACT FORM**

This form must be signed with an **authorized signature**, dated and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

# Department of Public Health

Vendor Name City of Greenfield		DPH Bureau/Program Name Public Health Excellence for Shared Services Grant Program	
Vendor Code VC8060191808	Fiscal Year 2023	Contract Number BHTP1200P01214333174	RF#9 214333
		Today's Date 10/5/2022	

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
<b>1. Direct Care/Prog. Support Staff</b>					
Health Director Greenfield	0.10	\$ 8,000.00	\$ -		To organize, meet and train within the collaborative 37.5 hours/week to organize information, meetings and grant management Shared coverage within the collaborative Shared coverage within the collaborative Shared coverage within the collaborative
Shared Services Coordinator	1.00	\$ 60,000.00	\$ -		
Nurse	1.00	\$ 70,000.00	\$ -		
Nurse	0.50	\$ 40,000.00	\$ -		
Health Inspector	1.00	\$ 55,000.00	\$ -		
<b>SUB TOTAL</b>	<b>3.60</b>	<b>\$ 234,000.00</b>	<b>\$ -</b>		
Fringe Benefits <input type="text" value="15.00%"/>		\$ 27,750.00	\$ -		
<b>1. TOTAL DIRECT CARE/PROGRAM STAFF</b>		<b>\$ 261,750.00</b>	<b>\$ -</b>		Only employees greater than 20 hours a week are eligible for benefits

Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Justification (D)
<b>2. Other Direct Care/Program</b>			
Training	\$ 10,250.00	\$ -	To complete credentialing among inspectors and nurses 2 Win/Warm Licenses
Win/Warm Software (2)	\$ 8,000.00	\$ -	
<b>2. TOTAL OTHER DIRECT/PROGRAM</b>	<b>\$ 18,250.00</b>	<b>\$ -</b>	

<b>Occupancy</b>			
Program Facility			
Facility Operations, Maint. and Furn.			
<b>3. TOTAL OCCUPANCY</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>SUB TOTAL: 1 + 2 + 3</b>	<b>\$ 280,000.00</b>	<b>\$ -</b>	
Administrative Expenses Max Cap Amount: <input type="text" value="5.96%"/>			
<b>4. AGENCY ADMIN. SUPPORT</b>	<b>\$ 18,750.00</b>		
<b>TOTAL 1+2+3+4+5</b>	<b>\$ 298,750.00</b>	<b>\$ -</b>	

- ☐ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- ☐ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- ☐ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
- ☐ Enhanced behavioral health services in schools
- ☐ Behavioral health facilities & equipment
- ☐ Technical assistance on mitigation of COVID-19 threats to public health and safety
- ☐ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
- ☐ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- ☐ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- ☐ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- ☐ Services for pregnant women or infants born with neonatal abstinence syndrome
- ☐ Support for equitable access to reduce disparities in access to high-quality treatment
- ☐ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- ☐ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery

#### Staffing

Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement, represent diverse populations, comply with the SCLRPH workforce standards. They may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and Clerk. The vendor will participate in the workforce standards assessment and will submit a workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee must have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and training. This could be the individual serving in the shared services coordination role.

#### Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are discouraged; special requests may be considered by DPH and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

\$50,000 of this award must be used solely for Personnel Costs to comply with the CDC Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response. Award# 1 NU90TP922143-01-00, CFDA# 93.354

Additional funding is also provided by State and Local Fiscal Recovery Funds (CSFLRF) CFDA# CFDA 21.027 Public Health subcategory

#### Allowable expenses:

- COVID-19 mitigation and prevention and behavioral health care services are presumed eligible when provided to the general public or an impacted individual or class
  - ☐ Vaccination programs, including vaccine incentives and vaccine sites
  - ☐ Ventilation system installation and improvement
  - ☐ Testing programs, equipment and sites
  - ☐ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
  - ☐ Public communication efforts
  - ☐ Public health data systems
  - ☐ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
  - ☐ Medical and PPE/protective supplies
  - ☐ Public telemedicine capabilities for COVID-19 related treatment
  - ☐ Support for isolation or quarantine

1. Identify and maintain a management position from the lead entity to coordinate between municipalities and with DPH.
2. Maintain documentation of letters of commitment to be part of the Shared Services Area from all municipalities. DPH and the vendor must agree upon changes to the involved municipalities.
3. Maintain a Shared Services Coordinator position.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).
5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.
6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances. Submit draft and executed inter-municipal agreements to OLRH.
7. Enhance the capacity of a shared service area to acquire, store, and use data to improve public health. Utilize MAVEN, MIIS, and new public health data reporting system under development.
8. Participate in local board of health/health department capacity assessment and workforce standards assessment using the tools OLRH and its partners provide.
9. Agree to lead a Regional Training Hub or collaborate with your designated Regional Training Hub.
10. Provide effective, equitable, understandable, and respectful quality care and services responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-national-standards>
11. Provide quarterly narrative progress updates and expense reports and an annual report in a format and method provided by OLRH.
12. Attend contract, training, learning collaborative, and evaluation meetings provided by OLRH staff and its partners. Required engagements will include attending racial equity training and participating in various technical assistance activities (e.g., legal, inter-and intra-municipal relations and communications, etc.).
13. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.
14. Submit a full, detailed workplan 60 days after completing the capacity assessment, or later date to be determined, for the shared services area in a format, content, and method provided by OLRH. These work plans will be informed by improvement plans, which will result from a capacity assessment.
15. Submit a complete, detailed strategic plan by June 30, 2023, or a later date to be determined, for the shared services area in a format, content, and method provided by OLRH. These strategic plans will be based on the results of a capacity assessment.
16. Ensure 100% continuous MAVEN coverage for all municipalities in shared services arrangement

# MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH ROUTING SLIP REPORT

## Encumbrance Contract

Contract Number: INTF1200P01214333174 - CT  
Vendor Name: CITY OF GREENFIELD TOWN HALL  
Bureau: DPH Offices  
Vendor Contact: Jennifer Hoffman  
Bureau Program Manager: Sarah Trager  
Bureau Contract Manager: Deb Dickins  
POS Contract Manager: Deandra Russo

Vendor Phone Number: 413-773-1464x2100  
Bureau Program Email: Sarah.Trager@mass.gov  
Bureau Phone Number: 617-424-5617  
POS Phone Number: 857-383-0475

Task	Year/No	Completed	By Whom	Phone	Role
Enter Encumbrance Information		08/24/2022	Deb Dickins	617-424-5617	Bureau Liaison
Award Letter required		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
COMABUY'S Summary Page attached		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
Special Conditions uploaded	Yes	08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
RFR Provider Responses attached		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
Scope of Services Form attached		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
Budget Attached		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison
Print Routing Slip		08/12/2022	Deb Dickins	617-424-5617	Bureau Liaison

## Scope of Services

Contract ID #: INTF1200P01214333174

### New Contract

Your municipality is receiving funding for FY23 to advance the recommendations of the Special Commission on Local and Regional Public Health in its final report of June 2019 – Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections (Blueprint), for the entire shared services partnership. This funding has a contract end date of June 30, 2023. The contract start date will be the date the DPH Signatory executes the contract form.

A PHE budget plan is attached to your contract to expedite the processing and disbursements of funding. Please submit a revised PHE budget plan to Sarah Trager, Assistant Director of Policy, Planning, and Operations, within two weeks of receiving the fully executed contract.

The first of four installments of PHE FY23 funds is 25% of the total contract and will be sent to you upon execution of your completed package. Reports should be submitted to include progress on the scope of service deliverables as well as progress on the deliverables stated in the NOI. The quarterly reports are due, on December 31, 2022, January 31, 2023, April 30, 2023, and July 31, 2023.

## Contract Conditions

Contract ID#: INTF1200P01214333174

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: CITY OF GREENFIELD TOWN HALL

Signature: 

Date: 10.7.2022

**EXHIBIT C**  
**Public Health Excellence Grant Program Scope of Services**

**Primary Goal of Public Health Excellence**

To increase Local Public Health's ability and capacity to meet statutory and regulatory requirements by implementing sharing of public health services across municipalities.

**How**

- Develop processes for work and communication across the partner Municipalities.
- Share best practices, challenges, and build relationships with the partner Municipalities and other PHE Grantees.
- Use and share OLRH tools, trainings, and resources.
- Connect with OLRH Program Coordinator for support.

**Framing**

*How does this [project, strategy, tool, technology, dedicated staff] help us to meet statutory and regulatory requirements?*

The City of Greenfield, as the lead agency for the Public Health Excellence for Shared Services Grant, shall provide the following services in coordination with member Municipalities:

- 1) Hire and employ a Shared Services Grant Coordinator, a Shared Services Nursing Supervisor/Coordinator, Public Health Nurse, Health Inspector, Epidemiologist, and a Social Worker. Other potential shared services staff may be hired through PHE Grant funding to provide direct public health services to the Municipalities. Shared Services Staff are to serve each of the participating Municipalities, as needed and agreed upon, and to fulfill their respective duties.
- 2) A Shared Services Grant Coordinator (.5FTE) will support the City of Greenfield (as PHEG lead agency) and the partner Municipalities. The Coordinator will be based in Greenfield and report to the Program Manager (Greenfield Health Director) and the Valley Health Steering Committee (VHSC). Coordinates reporting, meetings, communication, and administrative functions amongst the Municipalities.
  - a) The Coordinator will work on a regional basis to ensure PHE Grant management and coordination, helps in fostering a sense of commitment for Shared Services within the VHSC and partner communities through outreach, engagement, works with the Program Manager for support and delivery of shared nursing, inspectional, and epidemiological resources for the participating health departments, as well as efforts to secure resources for ongoing work of the shared service initiative.
  - b) The Grant Coordinator duties include working with the Program Manager to perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement and shall report to the VHSC and shall keep records of all funding and expenditures for review by the Board, and provide periodic financial status updates.

- c) The Grant Coordinator shall, acting on behalf of the VHSC, convene monthly meetings of the Valley Health Steering Committee ("VHSC"), schedule additional meetings as deemed necessary (virtual and in-person), ongoing communication, and other VHSC administrative functions; and, is responsible for recording minutes and distributing meeting minutes and meeting reminder notices to VHSC members in a timely manner; communicate PHEG-related meetings, trainings, and resources to the VHSC; work with the Program Manager to compile quarterly reports; and, perform other duties as required by the PHEG and as requested by the VHSC.
  - d) Works with the VHSC to adopt practices, policies, communication protocols, and procedures that best meet the needs of the group.
  - e) Works with the Program Manager and the shared services Nurse Supervisor/Coordinator to manage the shared service framework, in cooperation with the VHSC and partner municipal public health department leads, in order to set priorities for the shared staff and provide a system that allocates staff hours across the shared service area.
  - f) Supports the management and ongoing staffing of the shared nursing, inspectional and epidemiological staff serving Municipalities to ensure work meets priorities.
  - g) Works with Program Manager and the Shared Services Nurse Supervisor/Coordinator to develop a system to track hours and activities conducted by shared staff, and to summarize and share data with the participating municipalities; drafts reports on the work undertaken by the shared staff for presentation to the VHSC and Municipalities.
  - h) Works with the Program Manager and the Shared Services Nurse Supervisor/Coordinator to convene regular check-in meetings with the PHEG shared services nurses and Health Inspector, as well as meetings and site visits with member town public health staff and Board of Health chairs.
- 3) A Nurse Shared Services Supervisor/Coordinator (.5FTE) will work on a regional basis to ensure coordination of the work to be conducted by the shared services nursing staff through interfacing with the Program Manager, the Municipalities, and the shared services nurses. The Nurse Supervisor/Coordinator will report to the Program Manager and the VHSC.
- a) The Nurse Supervisor/Coordinator works with the Program Manager, the Shared Services Grant Coordinator, and the VHSC to ensure delivery of shared nursing, inspectional, and epidemiological resources for the Municipalities, and the gathering of epidemiological data from the Municipalities, the shared services staff and reporting the data to the Massachusetts Department of Health.
  - b) Supports the management and ongoing staffing of the shared nursing, inspectional and epidemiological staff serving the Program Manager and the VHSC to ensure work meets priorities.
  - c) Works with Program Manager and the Shared Services Grant Coordinator, in cooperation with the VHSC and partner municipal public health department leads, to set priorities for the shared staff and provide a system that allocates staff hours across the shared service area. This should include a means for requesting the assistance of shared staff support by health departments. The framework may be updated regularly over time to align with changing priorities.

- d) Works with the Program Manager and the Shared Services Grant Coordinator to develop a system to track hours and activities conducted by shared services staff.
  - e) Works with the Program Manager and the Shared Services Grant Coordinator to convene regular check-in meetings with the PHEG shared services nurses, as well as meetings and site visits with member town public health staff and Board of Health chairs, as needed.
  - f) Supports the Program Manager, the Shared Services Grant Coordinator, and VHSC members in working with public health staff within the municipalities to design and implement program initiatives and special projects to improve health outcomes, including, but not limited to: trainings, communication, education, community outreach strategies, research projects, and advocacy efforts.
  - g) Responsible for utilizing MAVEN, MIIS, and the new local public health data reporting system (currently under development) for tracking public health data for the PHEG Shared Services program and works with the Program Manager and the Shared Services Grant Coordinator to ensure required data management and recording in accordance with Massachusetts Department of Public Health Confidentiality Policy and Procedures.
- 4) Public Health Nursing Services (1.5 FTE) to be shared among the six Municipalities. This position(s) will be hired by the City of Greenfield and the Public Health Nurse(s) will split their services between two or more PHEG partner towns, to be determined. They will work on a regional basis to ensure public health initiatives and disease surveillance and other public health nurses roles as listed in the description. The position provides comprehensive professional public health nursing functions to the public of various towns in the collaborative.
- a) Services and duties will include, but may not be limited to: developing, implementing and conducting a variety of programs and clinics based on policies and guidelines established by the local jurisdictions Board of Health and the collaborative goals. The Public Health Nurse(s) will serve as a resource for education and a referral source for the public, including assisting with public health initiatives, outreach, and training. They will assess the needs of the persons at risk within the community, including infectious disease surveillance, preventative care, immunization and public health clinics, and other activities as deemed appropriate to meet the public health needs for each partner Municipality.
  - b) The Nurse(s) will hold office hours in their assigned Municipalities, to be determined and specified with each partner Municipality.
  - c) Coordinates with the Greenfield Health Department Director, PHEG partner Health Department Directors/Board of Health Chairs (as assigned), and makes sure the Health Department's standing orders are in place and up-to-date. Ensures the CLIA waiver and MCSR forms are up to date as needed.
  - d) Performs varied and responsible department functions requiring independent judgment to ensure compliance with applicable laws, rules, regulations, grant(s) compliance as well as departmental policies, procedures and methods.

- e) Ensure clients records are kept secure and confidential, and maintained consistent with health department policies and procedures and HIPAA standards. Educates clients and families on their rights as related to privacy of medical information.
  - f) Responds to public health emergencies, as required. Provide integrated case management services and coordinates services provided through a multidisciplinary approach collaborating extensively with multiple community agencies and State/Federal agencies.
  - g) Serves as a referral source for health and related social issues, such as substance or domestic abuse, communicable diseases, blood pressure, diabetes or other health assessments; refers residents on an individual basis as necessary to appropriate medical personnel or other services.
  - h) Contacts families via contact tracing. Works to contain disease transmission to the greater populous. Solely responsible for completion of necessary paperwork, which includes local, State and Federal forms. Maintains and keeps all confidential records.
  - i) Assesses the needs of persons at risk. Makes home visits as needed to deliver COVID tests or other medications/tools. Arranges for referrals and support systems.
  - j) Monitors client progress and effectiveness of established care plan in order to modify plan and treatment for the changing client's needs.
  - k) Act as the "health educational coordinator" with the press and electronic media, disseminating information which targets special health concerns affecting the town or City as a community.
- 5) A Shared Services Health Inspector will be responsible for the investigation of complaints of unsanitary conditions, practices, and nuisances affecting the public's health in accordance with local, State and Federal law; specifically, the interpretation, implementation, and enforcement of the Code of Massachusetts Regulations, Board of Health Regulations, Massachusetts General Laws (MGL) and the Town/City Bylaws pertaining to all aspects of Public Health. This role will rotate for coverage of the jurisdiction that is in need. Works under the general direction of the Program Manager and the local Municipal Town Manager or Health Director to which they are assigned. Health Directors of the Municipalities will collaborate with Greenfield for uniform protocols and guidance.
- a) Conducts inspections of restaurants, retail food establishments, temporary food establishments, mobile food, school cafeterias, church kitchens, hotels, motels, bed-and-breakfast establishments, air-BNB's, recreational camps, tanning establishments, body art establishments, public and semi-public swimming pools, and indoor pools and spas to ensure compliance with the local and State code. Acts to eliminate nuisances, unsanitary conditions, sources of filth and air pollution.
  - b) Responds to general complaints, housing issues and nuisances. Issue enforcement orders, send letters for follow-up (if indicated) and conduct re-inspections.
  - c) Enforces the regulations of the local jurisdiction for restricting the sale of tobacco and vaping products and any other regulations that apply.
  - d) Cooperates with State and municipal inspectors in joint investigations and inspections in related fields. This may include: Buildings, fire and police departments, DPW and animal control officers.

- e) Performs timely re-inspections to endure compliance with orders or agreements.  
Communicate findings and regulatory provisions to owners, occupants, and property managers.
  - f) Educates community members regarding sanitary procedures and techniques. Promote community interest and cooperation in environmental sanitation.
  - g) Prepares and presents show cause hearings in the prosecution of persistent violators.
  - h) Conducts septic system inspections, perform excavation checks, and review plans required for Title 5 regulations.
  - i) Reviews demolition permits, site plan reviews, building permits and zoning and planning special development permit applications as required.
  - j) Attendance may be required at BOH meetings when an agenda item is related to the Health Inspector's order of non-compliance, at the request of the Director of Public Health/Board of Health.
  - k) Participates in emergency preparedness activities within the local jurisdiction assigned as well as collaborate with other Municipalities.
  - l) Performs necessary administrative duties and any other tasks the Board of Health or the Health Director may assign.
- 6) An epidemiologist will be retained on contract for the PHE Grant. They will advise on infectious disease surveillance and be available to consult with the Municipalities to assist with containing the spread of serious infectious diseases.
    - a) Duties may include of collecting data for tests, developing a plan of action, communicating findings to policy makers, and investigating diseases.
  - 7) A Shared Services Social Worker will be hired to work with the Municipalities to provide support on a range of issues involving local public health, educating on disease prevention and chronic illness management, working with the elderly and those with long-term health needs, and managing the health concerns of vulnerable people in a community.
    - a) They may also assist in analyzing different types of long-term health data to inform policy decisions.
  - 8) Additional shared services staff may be hired during the course of the grant as deemed necessary and beneficial to meet the local public health needs of the Municipalities.
  - 9) A Shared Nursing Agreement will be developed and negotiated by the City of Greenfield in coordination with member municipalities.
  - 10) The municipalities of will receive the following additional services: Shared services staff will receive notebook computers; inspection/permitting software will be available for sharing with Municipalities; training, resources, and other tools will be provided as appropriate.

11) VHSC Internal Governance Best Practices:

- a) Regular, well-attended meetings.
- b) Strong communication/engagement among all member Municipalities.
- c) Adopt and follow practices, policies, and procedures that fit the needs of the group.
- d) Commitment to developing shared services.

12) This document represents the primary "Scope of Services" but is not intended to be all inclusive nor limit the Scope of Services as listed herein.

- a) Shared Services staffing duties, as described above, may be modified to best meet the needs of partner municipalities and/or include additional duties to those listed above.



**Valley Health Regional Collaborative**  
Greenfield, Montague, Deerfield, Sunderland, Shutesbury and Leverett

The Valley Health Regional Collaborative (VHRC) is working together to meet public health needs in our communities. This includes providing timely and consistent inspectional services in our communities, such as restaurant, retail food establishment, food truck, and other food service safety inspections; housing; Title 5 witness; Perc Test witness; bathing beaches and public pools inspections; recreational children's camps inspections; tobacco compliance enforcement, as well as other local public health ordinance enforcement.

VHRC is also partnering to provide increased nursing services in our communities. This includes infectious disease data collection to better protect public welfare—from flu to hepatitis—as well as follow up with patients as needed. Our nurses also host blood pressure clinics, medication checks, and flu and other vaccine clinics, along with providing educational outreach and working with schools for early intervention. These awareness campaigns include: food insecurity, breast feeding and first time mothers support, anti-bullying information and intervention, tobacco use prevention, opioid and other substance abuse prevention, gun safety ("Be SMART"), and menstrual inequity. We also provide free resident sharps disposal.

The Valley Health Regional Collaborative formed with partial funding from a Public Health Excellence for Shared Services grant. The program, provided by the Commonwealth of Massachusetts, is designed to create cross-jurisdictional public health services sharing programs consistent with the recommendations of the Special Commission on Local and Regional Public Health's (SCLRPH) June 2019 Report. We are excited for this opportunity to work together and promote public health awareness in all of our communities.

*Valley Health Steering Committee Representatives:*

Jennifer Hoffman, MPH, Health Director, City of Greenfield  
Gina McNeely, Health Director, Town of Montague  
Melanie Zamojski, Board of Health, Town of Montague  
Carolyn Ness, Board of Health, Town of Deerfield  
Bruce Bennett, Board of Health, Town of Sunderland  
Noren Pease, Board of Health, Town of Shutesbury  
John Hillman, Board of Health, Town of Leverett  
Megan Tudryn, Public Health Nurse, City of Greenfield & Shared Services Nursing Coordinator  
Athena Lee Bradley, Shared Services Grant Coordinator



**Valley Health Regional Collaborative**  
Greenfield, Montague, Deerfield, Sunderland, Shutesbury and Leverett

**Inter-Municipal Agreement for the Valley Health Regional Collaborative**

Inter-Municipal Agreement for the Valley Health Regional Collaborative will be a legally binding document between the partners of the Collaborative: Deerfield, Greenfield, Leverett, Montague, Shutesbury, and Sunderland.

The IMA reflects the partnership of the Collaborative. The Valley Health Steering Committee (VHSC) directs the initiatives, programs, and activities to be undertaken through the Public Health Excellence Grant (PHEG) funding for the Valley Health Regional Collaborative (VHRC).

The City of Greenfield and Greenfield's Health Department Director, in her role as the Program Manager, is responsible for ensuring the proper management and distribution of the PHEG funds, as directed by the VHSC and in accordance with the contract that the City has with the Massachusetts Department of Public Health (DPH) and under DPH's guidance. The VHRC Annual Workplan and Budget reflect this and include the initiatives, programs, and activities of the VHRC.

The Shared Services Grant Coordinator and Shared Services Nursing Supervisor & Coordinator are to work to ensure that the Workplan and any other VHRC activities are carried out under the direction of the VHSC.

The IMA was drafted from a Massachusetts Association of Health Boards (MAHB) and developed in consultation with their staff. Their staff is available to help review the draft inter-municipal agreement with the partner towns.

***MAHB contact information:***

Cheryl Sbarra JD, Executive Director [sbarra@mahb.org](mailto:sbarra@mahb.org)

Mike Hugo JD, [hugo@mahb.org](mailto:hugo@mahb.org),

Richard Mucci, Attorney, [rich@muccilegal.com](mailto:rich@muccilegal.com)

Phone: 508-643-0234

**THE VALLEY HEALTH REGIONAL COLLABORATIVE  
Inter-Municipal Agreement (IMA)  
for the Public Health Excellence for Shared Services Grant**

This Inter-Municipal Agreement (hereinafter "Agreement"), is entered into by and between the Massachusetts municipalities of Greenfield, Deerfield, Leverett, Montague, Shutesbury, and Sunderland, hereinafter referred to collectively as the "Municipalities," and individually as a "Municipality," and the City of Greenfield in its capacity as Host Agent of the Valley Health Regional Collaborative (hereinafter referred to as "Collaborative") this \_\_\_\_ day \_\_\_\_\_, 2023, as follows:

**WHEREAS**, the City of Greenfield was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the "Grant Program") to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health's (SCLRPH) June 2019 Report;

**WHEREAS**, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH's June 2019 Report by increasing local public health capacity through regional shared services programs and agreements;

**WHEREAS**, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health by entering this Agreement;

**WHEREAS**, the City of Greenfield, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the "Program Manager";

**WHEREAS** the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. c. 40, §4A by, in the case of the City of Greenfield a vote of the City Council with the approval of the Mayor and in the case of the towns by a vote of their Boards of Selectmen as attested to by certified copies thereof contained in Exhibit A, and the Board of Health of each Municipality has also recommended approval of this Agreement;

**NOW THEREFORE**, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the "Valley Health Regional Collaborative," which shall hereinafter be referred to as the "Collaborative." The Collaborative, acting by and through an advisory board known as the Valley Health Steering Committee (hereinafter referred to as "VHSC"), as established in Section 6 of this Agreement, and Program Manager, will

coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the City of Greenfield and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the "Shared Services Program").

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the City of Greenfield, acting as the "Lead Municipality," shall oversee the Grant Program and the shared services program provided for herein (the "Shared Services Program"). As the Lead Municipality, the City of Greenfield shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The VHSC must approve any and all grants or grant applications submitted by the Collaborative. The City of Greenfield, shall act as the Municipalities' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the VHSC, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the VHSC and appropriation by each Municipality, to the extent required.
4. Shared Services Staff. The City of Greenfield, as Lead Municipality, may hire and employ a Shared Services Coordinator, a Shared Services Nursing Supervisor, Public Health Nurse, Epidemiologist, Inspector, Social Worker, and other potential Shared Services Staff through Public Health Excellence Grant funding to provide direct public health services to the Municipalities. Shared Services Staff are to serve each of the Participating Municipalities, as needed and agreed upon, and to fulfill their respective duties.
5. Shared Service Coordinator. The City of Greenfield as Lead Municipality, shall hire and employ a Shared Services Coordinator, who may or may not be the City of Greenfield's Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in

accordance with the Grant Program Scope of Services, attached hereto as Exhibit C and incorporated herein. The Shared Services Coordinator shall report to the VHSC and shall keep records of all funding and expenditures for review by the VHSC, and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any City of Greenfield Health Department staff working on behalf of the Collaborative or the VHSC shall be considered employees of the City of Greenfield and shall be accorded all benefits enjoyed by other City of Greenfield employees within the same classification as they are or shall be established.

6. Advisory Board.

The Collaborative's advisory board, the Valley Health Steering Committee ("VHSC"), shall be convened monthly by its Chair or co-Chairs.

- a. Composition: one member shall and an alternate may be appointed by each municipality's Board of Health to the VHSC. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. If an alternate is appointed, this second representative shall be an associate member who shall sit on the VHSC as a full member and may vote only when the full voting member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be a non-voting member of the VHSC; however, in the event of a tie would be permitted to cast a deciding vote.
- b. Voting: One municipality, one vote. Every voting member shall have an equal voice in determining shared priorities and services to be provided. VHSC members will strive to reach decisions and conduct all meetings through consensus.
- c. Quorum: A majority of the number of municipalities with seats on the VHSC shall constitute a quorum for the purposes of transacting business. The VHSC may act by a simple majority of members present and eligible to vote unless otherwise provided herein.
- d. Roles and Responsibilities of the VHSC:
  - 1) Meet on a monthly basis subject to cancellation, but at least quarterly.
  - 2) Develop annual and long-term goals for the Collaborative.
  - 3) Advice on Collaborative staff priorities.
  - 4) Adopt any Collaborative-wide policies, initiatives and recommended regulations.
  - 5) Review and provide recommendations on operating budgets.
  - 6) Assure compliance with all mandatory reporting requirements as proscribed by the Office of Local and Regional Health ("OLRH").
  - 7) Review financial status and financial statements provided by the Shared Services Coordinator.

- 8) Review and provide recommendations on reports from staff.
  - 9) Assure attendance at monthly or other grant holder meetings convened by Department of Public Health ("DPH" and OLRH.
  - 10) Serve as an active resource to the Shared Services Coordinator and the Shared Services Staff for the effective deployment of all Shared Services Staff assigned to work directly with a member's municipality.
  - 11) Approve shared services staff.
- e. Meetings. The VHSC shall meet monthly, unless agreed upon by the majority of VHSC members to cancel a regularly scheduled meeting and may schedule additional meetings, as necessary. The VHSC shall meet at least quarterly. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.
7. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the VHSC within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with shared services staff.
  - b. Each Municipality will be a member of the VHSC as established pursuant to this Agreement, and appoint and maintain at least one VHSC representative at all times.
  - c. Each Municipality will use best efforts to ensure that a VHSC member or alternate from the Municipality will attend all VHSC meetings (either in-person or via remote access) throughout the life of this Agreement.
  - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
  - e. Each Municipality will assist in collecting the necessary information as agreed to by the VHSC and pursuant to the reporting policy established pursuant to Section 6 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the VHSC, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
  - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
8. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, VHSC, or the Lead Municipality pursuant to this Agreement, shall be deposited with the treasurer of the Lead Municipality and held as a separate account and may be expended, with the approval of the VHSC and with compliance with the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from the Department of Public Health without further appropriation.

The VHSC may approve a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the Lead Municipality may retain pursuant to Section 5 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the VHSC, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines and all in compliance with municipal finance law.

The Lead Municipality, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Lead Municipality shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the VHSC and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the VHSC will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence

Grant from the Department of Public Health administered by the Lead Municipality. It is the intention of the Lead Municipality to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating Municipalities. Execution of this Agreement does not obligate any participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by the Lead Municipality and expended pursuant to the terms of this Agreement.

9. Other Municipal Services. The Municipalities of the Collaborative may request the VHSC to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only when this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the VHSC may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The VHSC must approve any and all grant applications submitted by the Collaborative. The VHSC may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

10. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipality, and not regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of their current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

11. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its

agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The City of Greenfield and the Municipalities shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, \$3,000,000 aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

12. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the VHSC shall be required to approve said entrant in addition to, in the case of Greenfield, a favorable vote of the City Council with the approval of the Mayor and in the case of the Towns, a favorable vote of the Board of Selectmen.
13. Withdrawal. In the case of any Municipality other than the Lead Municipality, the Municipality's Board of Health may recommend and the Select Board may vote to withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations of the withdrawing Municipality under this Agreement and present the same to the withdrawing Municipality for payment within thirty (30) days thereafter.

To the extent permitted by the Grant Program and any other grant, the Board of Health of the Lead Municipality may recommend and the City Council with the approval of the Mayor may vote to withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the VHSC, and a new Lead Municipality shall thereafter be designated by the VHSC, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the withdrawing Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the VHSC and the withdrawing Lead Municipality shall pay any of its own outstanding unpaid financial obligations under this Agreement within thirty (30) days of its withdrawal.

Any Municipality shall withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's

continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The VHSC, by vote of the remaining members and to the extent permitted by any grant or other funding agreement, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement.

14. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the VHSC, at a meeting of the VHSC called for that purpose; provided that the representative's vote has been authorized in the case of Greenfield, by the City Council with the approval of the Mayor and in the case of the towns by a vote of the Boards of Selectmen.. Any termination vote shall not be effective until the passage of at least sixty (60) days.
15. Conflict Resolution. The VHSC may hold additional meetings to discuss and attempt to resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
16. Financial Safeguards. The Lead Municipality shall prepare and maintain records of all services performed for each of the Municipalities pursuant to the requirements of M.G.L. c. 40 §4A
17. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities and, as applicable, in compliance with section 11 entitled "Entrance."
18. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all participating Municipalities' chief executive officer as required by M.G.L. c. 40, § 4A.
19. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
20. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

21. Headings. The paragraph headings herein are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.
22. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
23. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail.
24. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

SIGNATURE PAGES TO FOLLOW

WITNESS OUR HANDS AND SEALS as of the first date written above.

**THE TOWN OF DEERFIELD**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

**This being a majority of the members of its Select Board**

**Recommended by its Board of Health:**

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

THE TOWN OF LEVERETT

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

THE TOWN OF MONTAGUE

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

THE TOWN OF SHUTESBURY

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

THE TOWN OF SUNDERLAND

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

This being a majority of the members of its Select Board

Recommended by its Board of Health:

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

CITY OF GREENFIELD

As voted by the City Council on May \_\_\_\_\_, 2023

Approved

By \_\_\_\_\_  
Mayor, Roxanne Weingarten

Recommended by its Board of Health:

\_\_\_\_\_  
Board of Health, Chair  
*As Duly authorized by a majority vote of his/her Board of Health*

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***

Upon recommendation of Mayor Wedegartner:

**An Order**

**Pursuant to M.G.L. Chapter 44, Sec 53A½**

**To Accept Rooftop Solar Array at DPW Building, located at 189 Wells Street, Greenfield MA**

***Moved that it be ordered,***

To accept from an anonymous donor the rooftop solar array installed at 189 Wells Street in Greenfield MA, on property owned by the City of Greenfield.

The project will benefit the Department of Public Works by supplying 100% energy for the building, which is electric. All solar benefits will be retained by the City.

**Majority vote required (7)**

**VOTE:**

**Explanation:**

To increase the City's increased clean energy usage and reduce costs. The building will be the first net zero municipal building owned by the City.

**Attachments:**

1. Letter from Carole Collins, Energy Director



**Roxann Wedegartner**  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**DEPARTMENT of ENERGY & SUSTAINABILITY**

**CAROLE COLLINS**

Director

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1412 • [carole.collins@greenfield-ma.gov](mailto:carole.collins@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**memo**

**To:** Greenfield City Council  
**From:** Carole Collins, Energy Director  
**CC:** Mayor Roxann Wedegartner, Diana Schindler, Marlo Warner  
**Date:** 5/30/2023  
**Re:** Rooftop Solar Gift for Greenfield at DPW Office Building

**Comments:** A Greenfield resident has offered to gift a rooftop solar array on the DPW Office building located at 189 Wells Street to cover the building's energy consumption. They are working with a local solar installer and reaching out to Franklin County communities to install solar on municipal buildings as a way to mitigate climate change.

This project is at zero cost to the Greenfield and will provide up to 100% of the energy for the building, which is all electric. All of the solar benefits will go directly to the City, which is a great deal for Greenfield and will help the City continue to increase clean energy usage while also reducing costs. This project is intended to make the DPW Office building into the first net zero municipal building, which means that it will generate as much energy as it consumes over a one-year period.



*The City of Greenfield is an Affirmative Action/Equal Opportunity Employer,  
a designated Green Community and a recipient of the "Leading by Example" Award*

**CITY COUNCIL ORDER**  
**City of GREENFIELD**  
**MASSACHUSETTS**

Councilor \_\_\_\_\_:  
Second by Councilor \_\_\_\_\_:

***The City Council,***

Upon recommendation of Mayor Wedegartner, move that it be

***Ordered that,***

the Memorandum of Understanding (MOU) between the City of Greenfield and the City Hall Clerical and Library Employees, United Electrical Radio and Machine Workers of America (UE), be approved.

Majority Vote

VOTE:

Explanation of supporting rationale:

**INFORMATION:**

**Financial Summary**

- a) Step Shifts (Drop lowest step, add step) for FY24=3% and FY25=3%, 3% COLA for FY 26
- b) Step Increases Effective July 1<sup>st</sup> instead of January 1<sup>st</sup>
- c) Longevity of \$10/week at 10 years, \$12/week at 11 years, \$14/week at 12 years; \$16/week at 13 years; \$18/week at 14 years, and so on

**Attachments**

- 1. Signed MOU

## MEMORANDUM OF AGREEMENT

Between

CITY HALL CLERICAL AND LIBRARY EMPLOYEES

UNITED ELECTRICAL RADIO & MACHINE WORKERS OF AMERICA (UE)

And its affiliate, LOCAL 274 of the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA

And

CITY OF GREENFIELD

The City of Greenfield and the UE Local 274, hereby agree to amend the terms of the July 1, 2023 to June 30, 2026 labor agreement, as follows, with all other terms unchanged, and subject to the ratification of the Mayor, the bargaining unit and approval of funding by the Greenfield City Council. Unless otherwise specified, all provisions are to become effective upon execution of the Parties' collective bargaining agreement embodying the terms of this MOA:

1. Duration: Three (3) Year Agreement: July 1, 2023 to June 30, 2026.

2. Article 5, Section A: Insert language at the end of Section A.

Employees have the Constitutional right to choose to be or not be members of the Union or to pay or not pay an agency/service fee to the Union. They cannot be retaliated against for exercising these rights. Deductions for new hires will not take effect until successful completion of probationary period.

3. Article 5, Section B: Amend Section B to read as follows:

The City agrees to deduct current monthly dues from employee pay for any employee covered by this Agreement who so individually authorizes the City in writing on the following form within this CBA and promptly remits the same to the Financial Secretary of the Local, on the form as provided by the Union as Appendix C. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Financial secretary of the Local.

4. Article 9: Amend language in the first paragraph as follows:

When the City determines to fill a vacancy ~~at the C-5 grade or above~~, it shall post the job for bidding by any eligible employee in the bargaining unit. A copy of the job opening notice shall be sent to the Union President or designee on or before the date the job is posted. Bidding shall be closed after the posting has been in effect for ten (10) calendar days, and the decision of the City shall be announced within an additional fifteen (15) days. The job award shall be determined in the fifteen (15) days. The job award shall be determined in the following way:

5. Article 9, Section 7: Insert language at the end of Section 7.

An employee who is awarded a bid shall have a trial period of thirty (30) days of actual work, or, in the case of positions classified at C-6 or above, sixty (60) calendar days, during which time the employee may return to their former position. In the event an employee fails to maintain reasonably expected progress during the trial period with the usually appropriate on-the-job training, the employee may be returned to their former position subject to the right of the employee to grieve and, if necessary, arbitrate the matter on an expedited basis under the voluntary expedited arbitration rules of the American Arbitration Association or equivalent arrangements. Any employee filling a position into which an employee returns under

4/10/2023

Page 1

this section shall yield the position and have the same right to return to their former position. At the halfway point of the applicable trial period the employee and director will notify the city if they are both satisfied with the employee in the new position and would like to waive the remainder of the trial period. Upon a waiver, the city may proceed with filling the position that the employee vacated. The employee and the director must both agree to the waiver for the waiver to be valid.

6. Article 10, Section A: Amend Section A to read as follows:

For new hires, there shall be a probationary period of thirty (30) days of actual work, or in the case of positions classified at C-7 or above, ninety (90) calendar days, during which they shall have no seniority rights or use of accruals with the exception as outlined in Article 16, Sick Leave, Section A. After the expiration of the probationary period, seniority rights and accruals shall date back to their first day of employment. The City has the right to discharge a probationary employee without reference to the Union and such discharge is not subject to any provisions of this agreement ~~no discipline or discharge shall be subject to the arbitration provisions of this Agreement; provided, however, that, in the case of employees subject to a ninety (90) calendar day probationary period, a performance evaluation will be provided at least thirty (30) days in advance of any possible termination. If the Employer disciplines an employee, the employer shall have just cause for so doing; provided, that the just cause standard shall not apply to probationary employees who may be disciplined or discharged for any reason or no reason of which the Employer's actions shall not be subject to the grievance or arbitration provisions of this Agreement.~~ Employees hired at Step A will advance to Step B after six (6) months' service.

7. Article 12, Section A: Amend Section A to read as follows:

The classifications, grades and hourly rate ranges for all jobs in the bargaining unit have been negotiated and are made a part of this contract in Appendix D, as the Schedule "C" Wage Schedule. On July 1, 2023, step increases will be effective July 1st of each year instead of January of each year as had been done prior to FY24, if eligible (see Section C in this Article). On July 1, 2023, the wage schedule shall increase by three (3%) COLA, drop Step A and add Step I and the wage schedule will shift to rename it Step A through Step H. Employees will remain at their current step, and the wage schedule will shift, effectively allowing each eligible member to step (see Section C in this Article). On July 1, 2024, the wage schedule shall increase by three (3%) COLA, drop Step A and add Step I and the wage schedule will shift to rename it Step A through Step H. Employees will remain at their current step, and the wage schedule will shift, effectively allowing each eligible member to step (see Section C in this Article). There shall be a zero percent (0%) COLA on July 1, 2020. In lieu of a COLA, a one-time payment of two and one-half percent (2.5%) of each member's annual salary will be paid for FY21; two and one-half. On July 1, 2025, there shall be a three percent (2.53%) COLA, on July 1, 2021; four percent (4%) COLA on July 1, 2022. An annual stipend of three hundred (\$300.00) dollars to be paid to Parking Enforcement employees for FY21. The Schedule shall be amended from time to time to maintain a three percent (3%) spread between steps. In the case of any retroactive pay, said retro will not be processed and paid until the collective bargaining agreement is ratified by the union and approved by the city to include appropriation by the city council and is limited to those employees still actively employed in the bargaining unit as of the date of execution of the Collective Bargaining Agreement.

8. Article 12, Section C: Amend Section C to read as follows:

Unless otherwise provided for in Article 12, Section A, The City shall grant classification step increases on January 2 July 1, to become effective July 1 the first full payroll period in January. To be eligible for a step increase, an employee must have worked not less than one hundred thirty (130) days in the aggregate in the year

prior to ~~January~~ July 1 at present classification step. When a new hire is granted a step increase from Step A to Step B, this shall not interfere with the regular step increase granted on ~~January 2~~ July 1.

9. Article 12, Section D: Insert language in the third paragraph, at the end of the first sentence:  
An employee injured on the job will be compensated for the balance of the day in which injury occurs regardless of length of service. No sick leave shall be available where the injury/illness arose out of employment with another employer.

Employees who are receiving working compensation benefits shall cease to accrue sick, vacation or personal leave after three (3) months of disability absence. On return to work, accruals will resume. Personal leave in any fiscal year will be calculated pro rata excluding the first three (3) months of disability leave.

WORKERS' COMPENSATION: Upon written application, employees involved in a Workers' Compensation case may receive the difference between what they receive from Workers' Compensation and their average weekly wage as determined by the Department of Industrial Accidents to determine benefit wage payments, deductible from personal, vacation, sick or other applicable accrued time-off plan or provision herein, to the extent that they have such time available. An employee shall, within twenty-four (24) hours of a work injury, notify their department head or designee of any injury relating to this Article. (See Article 14D and Article 16 Section 7 for additional Workers' Compensation information).

10. Article 12, Section F: Amend Section F to read as follows:

LONGEVITY PAY: Effective July 1, 2023, each bargaining unit member shall be paid longevity pay of ten dollars (\$10.00) based on one dollar (\$1.00) per week times the years of service after at ten (10) years of service. Effective July 1, 2023, each bargaining unit member, in addition, shall receive two dollars (\$2.00) per week for each year of service beginning on the eleventh (11) year of service. be paid longevity pay based on two dollars (\$2.00) per week times the years of service after ten (10) years of service. (e.g. worker A reaches ten (10) years of service and receives ten dollars (\$10) per week. At year eleven (11) they receive an additional two dollars (\$2.00) per week, a total of twelve dollars (\$12.00) per week. At year twelve (12), they receive an additional two dollars (\$2.00) per week, a total of fourteen dollars (\$14.00) per week, and so on). Effective July 1, 2023, eligible employees will receive longevity increases on the first of the month in which their anniversary date lands instead of on their anniversary date. This shall not be computed into overtime.

11. Article 12, Section G: Amend Section G to read as follows:

STEP INCREASES: Many jobs have been upgraded on an individual basis by the Department Head when an employee reaches the top step. Some people have remained at the end of their steps for some years. Each time a member reaches the top of their step, ~~persons reaching the end of their steps~~ they will be allowed to go on to the next grade/level (a C-8 at the top of their scale would automatically go to a C-9) without changing the grade/level of the job itself. With the limit of stopping at the top of the next grade. Employee leveling up a grade shall receive no less than fifty cents (.50). ~~(Without the need of Department Head's approval.)~~

12. Article 12, Section I: Insert language in Section I as follows:

CLOTHING STIPEND: Effective July 1, 2020, a three hundred (\$300.00) dollar clothing stipend for Parking Enforcement will be paid at the end of each fiscal year. Any clothing stipend needed prior to the end of the fiscal year must be approved by the Chief or designee. Clothing stipends may be used for purchases made directly through the City vendors or may be reimbursed upon presentation of receipts. The Police department will continue their current practice for partial uniforms.

13. Article 13, Section A: Amend Section A to read as follows:  
All employees covered by this Agreement shall be paid biweekly.
14. Article 13, Section B: Insert language in Section B as follows:  
The payroll period shall begin at 12:01 a.m. on Sunday and end at midnight on the second Saturday. The pay day shall begin at 12:01 a.m. and end at midnight as stated above.
15. Article 13, Section C: Remove Section C and rename Section D through Section I to Section C through H.  
~~After the City has reached agreement with other bargaining units to convert to biweekly pay, the City shall implement biweekly pay for this unit upon notice required by State law or one (1) month's advance notice, whichever is greater, to the Union and each employee. The pay change shall be administered so that the employee receives a two (2) pay period payment in the week prior to the week in which no pay will first occur. Upon implementation of biweekly pay, the payroll period shall begin at 12:01 a.m. on Sunday and end at midnight on the second Saturday. The pay day shall begin at 12:01 a.m. and end midnight as stated above.~~
16. Article 13, Section D through Section I: Rename to Section C through H.
17. Article 13, Section D, 2. (formerly Section E, 2.): Remove the last sentence as follows:  
In the Library, the regular work week for full-time employees shall be five (5) even-and-one-half-hour (7.50) days, Sunday through Saturday; with every effort made to set a schedule consisting of consecutive days. The normal shifts shall be between 8:30 a.m. and 5:00 p.m. and between 11:30 a.m. and 8:00 p.m., with an unpaid lunch break of one (1) hour to be scheduled as near the middle of the shift as is consistent with the staffing needs of the Library. Both the City and the Union recognize the need for the City to have reasonable flexibility in establishing or changing starting times, duration of the lunch period and temporary schedule changes to meet the needs of the City or of the employee; substantial changes to be in effect for more than two (2) weeks will follow the process as outlined in E above as long as the library is adequately staffed to maintain basic functions and provide for staff safety for hours of operation. The City agrees to give the employee thirty (30) days' notice before any non-emergency change of schedule. ~~Weekly work and desk schedules in the Library shall be posted by Thursday of the preceeding week.~~
18. Article 14, Section A, 1.: Amend Section A, 1. to read as follows:  
The following will be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
<del>Washington's Birthday</del>	<del>President's Day</del> Columbus Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Veteran's Day	Christmas Day
Juneteenth	

Paid half (1/2) day holidays December 24 and December 31 when Christmas and New Year falls on a Tuesday thru Friday. When Christmas or New Year falls on a Saturday, the previous Thursday will be a floating half (1/2) day (4 hours) holiday for those employees who work to keep the City Hall or Library open. Likewise, if Christmas or New Year falls on a Sunday or Monday, the floating half (1/2) day will be the previous Friday.

19. Article 14, Section E: Amend Section E to read as follows:

Effective July 1, 2021, employee birthdays will be a paid holiday (birthday holiday must be used within the week the birthday lands, scheduled in collaboration with their direct supervisor if it is not on their actual birthday). ~~If their birthday occurred before ratification and it landed on 7/1/21 or after, the employee can still take the birthday holiday.~~ To be eligible, employee must have completed a thirty (30) working day probationary period.

20. Article 15, Section C: Amend Section C to read as follows:

Vacation leave shall be earned per monthly of completed service, to be credited on the first day of the following month for prior months completed service and shall be available for use at that time. Anniversary dates for vacation eligibility for part-time and full-time workers will be the most recent date of hire; however, part-time workers will earn vacation leave on a prorated basis. Vacation leave shall be accumulative to a maximum of twelve (12) months and must be used within that prescribed time period. Vacation time is available for use to new hires after completion of probationary period (thirty (30) days of actual work, or in the case of positions classified at C-7 or above, ninety (90) calendar days). ~~New hires may take earned vacation time after ninety (90) days of employment.~~

21. Article 16, Section A: Remove the second sentence.

All full-time employees will accrue paid sick leave at the rate of ten (10) hours per month of completed service, to be credited on the first day of the following month. ~~Probationary employees shall not be eligible to use sick leave during their first thirty (30) working days.~~ Sick leave may be accumulated without limit. Part-time employees will accrue sick leave on a pro rata basis.

22. Article 16, Section B: Amend Section B to read as follows:

Sick leave will be granted to any employee who is ill or injured and unable to work as supported by evidence satisfactory to the City. While the employee is on paid sick leave, their seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absence for reasons of illness will be allowed or authorized until the employee's paid sick, vacation and personal leave ~~account~~ is exhausted. Maternity leave or illness due to maternity problems shall be treated as above. While it is understood that sick leave is only for the employee's illness or injury, up to seventy-five (75) hours of accrued sick time per year may be used by an employee for ~~an~~ their ill child, step-child, parent, spouse or spousal-equivalente.

23. Article 16, Section E: Amend Section E to read as follows:

Employees at Step B or with at least six (6) months of employment with the City ~~may~~ must charge ~~doctors'~~ health related appointments (i.e. dentist, doctor, acupuncturist, chiropractor and therapist) taken during normal working hours to sick, compensatory time, personal or vacation time at the employees' request. Sick leave accruals must be used first and exhausted before using other accruals.

24. Article 21, Section B: Amend Section B to read as follows:

Seniority shall accumulate during this time. Notification to the Department Head is required. New hires shall receive a FY pro-rata share of personal time upon completion of probationary period (thirty (30) days of actual work, or in the case of positions classified at C-7 or above, ninety (90) calendar days). ~~hire.~~

25. Article 22, Section B:

Seniority shall not accumulate during this time, except for the first consecutive twelve (12) weeks if the reason for the leave is for the employee's own illness and the employee has exhausted all other

accumulated leaves. An employee with one year or more of employment with the City may request, in writing (to their department head and copied to the Mayor), a leave of absence without pay, not to exceed one year. While on such a leave, accruals will cease and the employee shall be eligible for Health Benefits under COBRA rights only. The City shall return the employee to the same or similar job held prior to the leave.

26. Article 23: Remove all language after the Qualifying Events section, starting at the Definition Section and insert language at the end of the Qualifying Events section.

#### **POLICY**

It is the policy of the City of Greenfield to comply with the provisions of the Federal Family Medical Leave Act (FMLA). These laws entitle eligible employees to take unpaid, job-protected leave for specified family and medical reasons. In the event of any conflict between the policy and the applicable law, employees will be afforded all rights required by law.

This policy integrates with and is included with paid leave policies as provided for by collective bargaining unit contracts. Additionally, this policy runs concurrently with and is integrated as provided for in the Massachusetts Parental Leave Act, MGL Chapter 149, Sec. 105D; and with the Massachusetts Small Necessities Act as provided for in MGL Chapter 149, Sec. 52D.

Leave qualifying as FMLA leave may either be requested by the employee or will be designated as FMLA leave by the City when it appears that the reason for the leave fits the FMLA definitions.

#### **QUALIFYING EVENTS**

The law provides for six (6) circumstances under which an eligible employee is entitled to unpaid, job-protected leave from work:

1. Birth of a child of the employee and to care for the child;
2. Placement of a child with the employee for adoption or foster care and to care for that newly placed child;
3. The employee is needed to care for a covered family member with a serious health condition;
4. The employee's own serious health condition that makes the employee unable to perform the essential functions of their position;
5. A qualifying exigency (need) arising out of the fact that the employee's spouse, son, daughter, or parent is (1) a member of a regular component of the Armed Forces who is or has been called to covered active duty during deployment with the Armed Forces to a foreign country, or (2) covered military member of the National Guard and Reserves who is on covered active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
6. Military caregiver leave (i.e., covered service member leave) to care for (1) a service member with a serious injury or illness incurred in the line of duty on active duty, or (2) a Veteran undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date on which the Veteran undergoes medical treatment, recuperation or therapy.
7. Eligible employees who are the spouse, son, daughter, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to 26 weeks to care for a covered service member during a single 12 month period.

In compliance with the Massachusetts Small Necessities Leave Act employees are entitled to 24 hours of unpaid leave time in addition to any FMLA leave. Employees may apply for leave under this Act for the following:

1. School activity directly related to the educational advancement of the employee's child, such as parent-teacher conferences or interviewing for a new school;
2. To accompany the employee's child to a routine medical or dental appointment, such as check-ups or vaccinations; and
3. To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments; or, for appointments for other professional services related to the elder's care such as interviewing at nursing or group homes.

All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave (or up to 26 weeks of military caregiver leave) during a twelve (12) month period under the following definitions and procedures.

Under the FMLA, for part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

See the City of Greenfield Family and Medical Leave Policy for the full details of the Policy and Procedures.

## **DEFINITIONS**

a. ~~**ELIGIBLE EMPLOYEES:** an employee who has worked for the City for at least twelve months (consecutive or non-consecutive, provided that the break in services does not exceed seven years unless fulfillment of Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation and have actually worked 1,250 hours (not including paid time off) during the 12-month period immediately before the date when the leave is requested to commence.~~

b. ~~**COVERED FAMILY MEMBER:** Employee's lawful spouse, child or parent, or in the case of military caregiver leave also next of kin. Child is defined as son or daughter under 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability and the employee has responsibility for the actual day-to-day care, including a biological, adopted, foster or stepchild.~~

e. ~~**COVERED SERVICE MEMBER:** A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness where the veteran was a member of the Armed Forces (including National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five (5) year period before the date the eligible employee takes FMLA leave to care for the veteran.~~

The term "active duty" means duty under a call or order to active duty members of the uniformed services; a "contingency operation" is an action or operation against an opposing military force, both as described in 10 U.S.C. s.101(a)(13)(B).

d. ~~**LIMITATION:** Entitlement to leave for the birth or placement of a child, or to care for a sick parent (but~~

not a parent 'in-law'), expires at the end of the 12-month period beginning on the date of such birth or placement or care. Under Federal law, if both spouses work for the same employer they are entitled, if otherwise eligible, to a combined total of 12 weeks of leave (or 26 weeks for military caregiver leave) during any 12-month period. This rule applies only if the couple is married (29 USC s. 2612). FMLA leave runs concurrent with any other leave an employee may qualify for because of the same condition or event.

e. — TWELVE MONTH PERIOD: a "rolling" period measured backward from the date an employee uses any family medical leave.

f. — SERIOUS HEALTH CONDITION: an illness, injury, impairment or physical or mental condition that involves:

1. — Incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility; or
2. — Incapacity caused by a health condition requiring absence from work, school, or other regular daily activities for more than three calendar days and requiring two visits to a health care provider, with the first visit within 7 days of the onset and a second visit within 30 days of the incapacity; or
3. — Incapacity or continuing treatment by a health care provider for a chronic or long-term health condition (e.g. asthma, diabetes, epilepsy) requiring periodic health care visits for treatment (at least twice a year).
4. — Incapacity due to pregnancy or prenatal care.
5. — Incapacity that is permanent or long term due to a condition for which treatment \_\_\_\_\_ may not be effective (e.g. Alzheimer's, stroke, terminal diseases).
6. — Absences to receive multiple treatments for a condition that likely would result in \_\_\_\_\_ an incapacity of more than three consecutive days if left untreated (e.g., PT, \_\_\_\_\_ chemotherapy, dialysis).

g. — QUALIFYING EXIGENCY: Must be one of the following a) short-notice deployment, b) military events and related activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) additional activities that arise out of active duty, provided that the employer and the employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice (son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor). This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

h. — HEALTH CARE PROVIDER: A doctor of medicine or osteopathy authorized to practice within the located State, or any person determined by the Secretary of Labor, or others capable of providing health care services as defined by Department of Labor Family and Medical Leave Act.

i. — REGULAR LEAVE: A continuous uninterrupted block of time away from the job.

j. — INTERMITTENT LEAVE: Time away from the job taken in separate blocks of time due to a single illness or injury.

k. — REDUCED LEAVE SCHEDULE: Reduction in the number of hours per workday or workweek.

## DEFINITIONS FOR MASSACHUSETTS PARENTAL LEAVE ACT

For full policy please refer to the City of Greenfield's Parental Leave Policy. In summary, requirements are:

- a. ELIGIBLE EMPLOYEE: A full time employee who has worked for at least three (3) consecutive months.
- b. QUALIFYING EVENT: Leave is for the purpose of giving birth or adopting a child; the placement of a child under 18 years old with the employee for adoption; the placement of a child pursuant to a court order; the placement of a person with the employee for adoption where the person is under 23 years old and is mentally or physically disabled.
- c. NOTICE: The employee must give two weeks' notice of their anticipated date of departure and of intent to return or provide notice as soon as practicable if the delay is for reasons beyond the employee's control.
- d. DURATION: Eight (8) weeks of leave for eligible events.
- e. JOB and BENEFITS PROTECTION: Same as under FMLA.

## PROCEDURES

### NOTICE

Eligible employees are required to give at least 30 days notice of their intent to use family medical leave when the leave is foreseeable. A Request for FMLA should be completed and returned to the Human Resources Department (Form A). In unexpected or unforeseeable situations, the employee must provide notice as soon as practicable. This would ordinarily mean at least verbal notification within one or two business days of when the need for leave becomes known followed by a Request form.

In cases of leave under the service member leave section of this policy when it is foreseeable, the employee shall provide such notice as is reasonable and practicable.

Requesting and being approved for an intermittent FMLA leave does not relieve the employee from appropriately requesting time off or notification in advance for the need to take specific time off work.

Employees will be sent a Notice of Eligibility and Rights & Responsibilities (Form B) after HR has received an employee Leave Request, or an employee has been placed on Leave, pending receipt of medical certification. Within five business days after the employee has provided the required medical certification, the employee will be provided with a Designation Notice (Form G).

If the need is foreseeable for Small Necessities Leave, seven (7) days notice must be given to your supervisor. If the need is not foreseeable, an employee should notify the employer as soon as is practicable.

## MEDICAL CERTIFICATIONS

Leave for serious medical conditions must be supported by certification from a health care provider. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained separate from the employee's personnel file. Certification must be received within 15 days of the

request (or an employee must provide a reasonable explanation for the delay as to when it may be expected);

A. — For leaves taken because of an employee's serious health condition, the employee must submit a completed Certification of Health Care Provider for Employee's Serious Health Condition (Form C). An employee must submit a Fitness for Duty Certification report to return to work. (Form H)

B. — For leaves taken because of a serious health condition of a covered family member, the employee must submit a completed Certification of Health Care Provider for Family Member's Serious Health Condition (Form D); including verification that the member is a covered family member and the employee's presence is necessary or would be best for the family member's care.

C. — For leaves taken because of qualifying exigency for military family leave, the employee must submit a completed Certification of Qualifying Exigency for Military Family Leave (Form E).

D. — For leaves taken because of serious injury or illness of covered service member for Military Family Leave, the employee must submit a completed Certification for Serious Injury or Illness of Covered Service member (Form F).

The City may directly contact the employee's or family member's health care provider, when an employee authorizes, for verification or clarification purposes when necessary by a health care official, a HR professional or management official pursuant to the Act.

If the City has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from a health care provider designated by the City at the City's expense. If the two opinions differ, the City may require a third opinion from a health care provider mutually agreed to and at the City's expense, which will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Recertification by the health care provider may be required every thirty days. Recertification must include the employee's explicit intent to return to work and a probable date of return.

Reasons for recertification may include:

1. — The employee requests an extension of leave.
2. — Significant changes occur from the original certification circumstances.
3. — The City's reception of information which casts doubts upon the continuing — validity of the certification.
4. — The inability of the employee to return from leave because of the continuation, — recurrence, or onset of a serious health condition.

In utilizing Small Necessities Leave time certification of the qualifying event may be required.

#### ***INTERMITTENT LEAVE OR REDUCED WORK SCHEDULE***

Serious health condition (employee or family member) leave may be taken intermittently (e.g., a few days or a few hours at a time) or on a reduced schedule (e.g., ½ days) when medically necessary. Medically necessary means

there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule.

Employees requesting intermittent or reduced schedule family medical leave must make a reasonable effort to schedule treatment so as not to disrupt the City's operations and administration. The City may require a temporary transfer to an alternative position with equivalent pay to better accommodate the intermittent or reduced schedule. In no case will the increment of leave be less than one hour.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee takes the leave; and, must be taken within one year of the birth or placement of the child.

### ***SUBSTITUTION OF PAID LEAVE***

In all circumstances, family medical leave is unpaid leave in the first instance (although you may be eligible for workers' compensation benefits). Paid leave may be substituted for unpaid family medical leave as provided for below; however, upon depletion of any available accrued paid leave, the family medical leave becomes unpaid leave. The substitution of paid leave time for unpaid leave time does not extend the twelve (12) week leave period as family medical leave runs concurrently with other types of leave. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receiving more than 100 percent of your regular wages.

1. — If you request and are granted leave because of the birth, adoption, or foster care placement of a child; any accrued sick, vacation, personal leave, and compensatory time may first be substituted for unpaid family/medical leave. Thereafter, the remaining family medical leave becomes unpaid leave.
2. — If you request and are granted leave because of your own serious health condition, or to care for a covered family member, any accrued sick leave may first be substituted for unpaid family/medical leave. In the event sick leave accrual totals less than the twelve (12) week leave period, then personal, vacation and compensatory leave may be substituted for unpaid leave. Thereafter, any remaining family medical leave becomes unpaid leave.
3. — If you request and are granted leave for a covered service member with a serious injury or illness, any accrued sick leave may be first be substituted for up to twelve (12) weeks; thereafter then personal, vacation and compensatory leave may be substituted for unpaid leave. Thereafter, any remaining family medical leave becomes unpaid for any portion of the 26 week period remaining.
4. — If you request and are granted leave because of a qualified exigency, only vacation, personal or compensatory time may be used; thereafter any remaining leave becomes unpaid.
5. — If you request Small Necessities leave to participate in school activities of your child, any accrued paid vacation, personal leave, and compensatory time may first be substituted for unpaid leave. In the event these leave accruals total less than 24 hours, the remaining leave becomes unpaid leave. If you request Small Necessities leave to accompany your child or elder parent to medical or dental appointments, paid accrued sick leave may be substituted for unpaid leave up to a total of 24 hours. In the event sick leave accrual totals less than the 24 hours, then personal, vacation and compensatory leave may be substituted for unpaid leave. Thereafter, any remaining Small Necessities leave becomes unpaid leave. In general, Personal Leave under any union contract is considered to be equivalent to and satisfies the Small Necessities Act.

### **EFFECT ON BENEFITS**

A. — During any portion of the family medical or small necessities leave that is unpaid or to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority consistent with the FMLA and SNLA (if applicable) or any applicable collective bargaining agreements.

B. — The City will continue the contribution to the employee's group insurance health and life plans during the family medical leave under the same conditions as if the employee had continued to work. The employee will have their contribution deducted from the applied paid leave as a regular payroll deduction. Upon the depletion of said paid leave, the employee must make arrangements to pay their contribution to the health premiums. Employee contribution rates are subject to changes in rates that occur while the employee is on leave.

C. — If the employee fails to make their premium payment within 30 days of the depletion of available paid leave, the City will cease the maintenance of insurance coverage. The City will recover from the employee premiums paid during any period of unpaid family medical leave if the employee fails to return to work after the family medical leave entitlement has expired, except in the instance of continuation, recurrence, or onset of qualifying family medical leave circumstances or other circumstances beyond the control of the employee.

### ***RESTORATION TO POSITION***

Employees on family medical leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e., is fit for duty.

On return from family medical leave, the employee will be returned to the same or an equivalent position (equivalent benefits, pay, status and authority). The employee has no "right" to be returned to the same position. The City may deny restoration to a key employee (one who is salaried and among the highest paid 10% of employees) if it is necessary to prevent substantial and grievous economic injury to the operations of the City. The City will notify Key employees of this status as soon as practicable, and the City will notify said employees if restoration is denied.

If an employee works at another job during the leave without prior written approval by the City, the City will assume that the employee has resigned from their position and may terminate the employee's employment. Similarly, if an employee fails to return from a leave on the agreed-upon date, except for reasons beyond their control, the City will assume that the employee resigned (terminated), unless the leave can be extended under some other statute or City policy.

The employee's restoration rights are the same as they would have been had the employee not been on leave. If an employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

### ***DENIAL OF LEAVE***

Conditions under which family medical leave and/or reinstatement may be denied include (but are not limited to):

1. — Ineligibility of employee.
2. — Unqualified leave under the Family Medical Leave Act.
3. — Employee fails to give timely advance notice for foreseeable leave.

4. ~~Employee fails to provide in a timely manner requested medical certification.~~
5. ~~Employee fails to supply fitness-for-duty certificate~~
6. ~~Employee would not otherwise have been employed if leave had not been taken.~~
7. ~~Employee unequivocally advises City of intent not to return to work.~~
8. ~~"Key" employee status.~~
9. ~~Fraudulent acquisition of family medical leave.~~
10. ~~Employment with another employer while on family medical leave.~~

To the extent that any State law or collective bargaining agreement contains leave requirements which differ in any way from those stated in this policy, the City will satisfy the Federal, State or contract requirements.

All notifications, certifications, and questions must be submitted to the Human Resources Department. Interpretation and determination will be based on the Department of Labor Family Medical Leave Act Rules and Regulations regarding Federal Family and Medical Leave (29CFR Part 825); Massachusetts maternity leave (MGL Chapter 149, section 105D); and Massachusetts Small Necessities Act (MGL Chapter 149, section 52D).

27. Article 24, Section D: Amend Section D as follows:

The insurance coverage provided to the employees will be reviewed by a Municipal employee group Insurance Advisory Committee established in accord with Chapter 32B of the General Laws. If an employee covered under this Agreement is chosen as a Committee member, such member shall attend all meetings and functions pertaining to health insurance and will be paid the employee's regular rate for the employee's normally scheduled work week of thirty-seven and one-half (37.5) hours. The Union shall notify the City from time to time as to the individual who will be on the Committee or who the Delegated alternate is, if any. ~~The City shall meet with the Clerical Unit appointed IAC representative(s) to discuss any proposed changes to existing supplemental benefits (i.e. dental and life insurance). Renewals of existing supplemental benefits shall not be subject to this requirement. The City shall provide the IAC representative (or Union President if there is no IAC representative) advance notice and opportunity to be heard on changes to existing supplemental benefits (i.e. dental and life insurance) with the exception of renewals in which no notice is needed.~~

28. Article 25, Section B, Step 1: Amend Section B, Step 1 as follows:

Informal Grievance: Any employee may state their grievance informally with their supervisor, provided a representative of the Union is present when the grievance is settled. If the matter is unresolved informally, an earnest effort shall be made to settle it by the following formal procedure:

Step 1: The Union steward and/or representative, with ~~or without~~ the aggrieved employee, shall take up the grievance or dispute orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or their knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward in writing within three (3) working days.

29. Article 27, Section E: Amend Section E as follows:

Upon request by either the City or the Union, ~~a~~ A joint Health and Safety Committee shall be created following the execution of this agreement and shall consist of both City and Union Representatives, with the number of City representatives never to be more than Union Representatives. The date and time of any meetings or functions pertaining to the Committee shall be mutually agreed upon; meetings shall occur no less frequently than quarterly. An employee covered under this Agreement who is chosen as a Committee member by the

Union when attending meetings and functions pertaining to the Committee will be paid their regular rate to attend any such meeting during regular working hours.

30. Article 29, Section A: Amend Section A as follows:

This contract will be in force and effect, and there need be no modification of any of its terms until the 30<sup>th</sup> day of June 2026. This contract will automatically extend for one (1) year period unless written notice is given prior to any January 5<sup>th</sup> that either party desires to terminate or modify said contract. If such notice is given, the parties will meet within ten (10) days of January 5<sup>th</sup> to negotiate proposed changes in the contract. The objective is to conclude a mutually satisfactory settlement by April 1<sup>st</sup>.

31. Article 29, Section B: Amend Section B as follows:

The parties agree that each had the unlimited right and opportunity to make demands and proposals on all legal subjects of collective bargaining during the negotiations for this Agreement. The parties also agree that all understandings reached by the parties during negotiations are set forth in this Agreement and its ~~three~~two Letters of Understanding.

32. Article 29, last paragraph: Amend last paragraph as follows:

IN WITNESS WHEREOF, the said CITY OF GREENFIELD and the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) and its affiliate LOCAL 274 of the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE), through its officers duly authorized, hereby set their hands and seals to this instrument and to other instruments of like tenor on the day and year first above written. In witness whereof, the parties hereto have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

33. Appendix A: Insert language at the end of the appendix.

In connection with the Agreement between the parties of this date, effective July 1, 2017, the parties further agree as follows:

- A. When the temperature in the Library stack area exceeds 85 degrees, the stack area will be closed and personnel reassigned to other areas. If the temperature exceeds 85 degrees in other areas, then those areas also will be closed. The Director may close the Library when in their discretion the combination of cold or heat and humidity is unreasonably uncomfortable.

Appendix A, letter of understanding will expire upon the new library opening.

34. Appendix C: Insert language at the end of the paragraph as follows;

## APPENDIX C

### AUTHORIZATION FORM CHECK OFF AUTHORIZATION

By: \_\_\_\_\_  
(Name of Employee)

To: UE Local 274

Effective: \_\_\_\_\_  
(Date)

I hereby request and authorize you to deduct from my earnings each week the amount of UE membership dues. This amount shall be paid to the Financial Secretary of Local 274, United Electrical, Radio & Machine Workers of America (UE). These deductions may be terminated by me by giving you a sixty (60) day written notice in advance to both the City and the Union, or upon termination of my employment. Deductions to begin upon completion of probationary period.

\_\_\_\_\_  
(Employee's Signature)

35. Appendix D: Replace Schedule "C" wage schedules with the following:

<b>APPENDIX D</b> <b>Schedule "C" Wage Schedule</b> <b>FY24 7/1/23-6/30/24</b> <b>3% COLA</b>								
<p>On July 1, 2023, Step increases will be effective July 1st of each year instead of January each year as had been done prior to FY24, if eligible (see Article 12, Section C).</p> <p>Effective July 1, 2023, drop Step A and add Step I and the wage schedule will shift to rename it Step A through Step H (as reflected below).</p> <p>Employees will remain at their current step, and the wage schedule will shift, effectively allowing each eligible member to step (see Article 12, Section C).</p>								
Grade	A	B	C	D	E	F	G	H
C5	<b>\$16.60</b> \$1,245.00 \$32,370.00	<b>\$17.10</b> \$1,282.50 \$33,345.00	<b>\$17.61</b> \$1,320.75 \$34,339.50	<b>\$18.14</b> \$1,360.50 \$35,373.00	<b>\$18.68</b> \$1,401.00 \$36,426.00	<b>\$19.24</b> \$1,443.00 \$37,518.00	<b>\$19.82</b> \$1,486.50 \$38,649.00	<b>\$20.41</b> \$1,530.75 \$39,799.50
C6	<b>\$17.56</b> \$1,317.00 \$34,242.00	<b>\$18.09</b> \$1,356.75 \$35,275.50	<b>\$18.63</b> \$1,397.25 \$36,328.50	<b>\$19.19</b> \$1,439.25 \$37,420.50	<b>\$19.77</b> \$1,482.75 \$38,551.50	<b>\$20.36</b> \$1,527.00 \$39,702.00	<b>\$20.97</b> \$1,572.75 \$40,891.50	<b>\$21.60</b> \$1,620.00 \$42,120.00
C7	<b>\$18.62</b> \$1,396.50 \$36,309.00	<b>\$19.18</b> \$1,438.50 \$37,401.00	<b>\$19.76</b> \$1,482.00 \$38,532.00	<b>\$20.35</b> \$1,526.25 \$39,682.50	<b>\$20.96</b> \$1,572.00 \$40,872.00	<b>\$21.59</b> \$1,619.25 \$42,100.50	<b>\$22.24</b> \$1,668.00 \$43,368.00	<b>\$22.91</b> \$1,718.25 \$44,674.50
C8	<b>\$19.87</b> \$1,490.25 \$38,746.50	<b>\$20.47</b> \$1,535.25 \$39,916.50	<b>\$21.08</b> \$1,581.00 \$41,106.00	<b>\$21.71</b> \$1,628.25 \$42,334.50	<b>\$22.36</b> \$1,677.00 \$43,602.00	<b>\$23.03</b> \$1,727.25 \$44,908.50	<b>\$23.72</b> \$1,779.00 \$46,254.00	<b>\$24.43</b> \$1,832.25 \$47,638.50
C9	<b>\$21.15</b> \$1,586.25 \$41,242.50	<b>\$21.78</b> \$1,633.50 \$42,471.00	<b>\$22.43</b> \$1,682.25 \$43,738.50	<b>\$23.10</b> \$1,732.50 \$45,045.00	<b>\$23.79</b> \$1,784.25 \$46,390.50	<b>\$24.50</b> \$1,837.50 \$47,775.00	<b>\$25.24</b> \$1,893.00 \$49,218.00	<b>\$26.00</b> \$1,950.00 \$50,700.00
C10	<b>\$23.73</b> \$1,779.75 \$46,273.50	<b>\$24.44</b> \$1,833.00 \$47,658.00	<b>\$25.17</b> \$1,887.75 \$49,081.50	<b>\$25.93</b> \$1,944.75 \$50,563.50	<b>\$26.71</b> \$2,003.25 \$52,084.50	<b>\$27.51</b> \$2,063.25 \$53,644.50	<b>\$28.34</b> \$2,125.50 \$55,263.00	<b>\$29.19</b> \$2,189.25 \$56,920.50
C11	<b>\$25.93</b> \$1,944.75 \$50,563.50	<b>\$26.71</b> \$2,003.25 \$52,084.50	<b>\$27.51</b> \$2,063.25 \$53,644.50	<b>\$28.34</b> \$2,125.50 \$55,263.00	<b>\$29.19</b> \$2,189.25 \$56,920.50	<b>\$30.07</b> \$2,255.25 \$58,636.50	<b>\$30.97</b> \$2,322.75 \$60,391.50	<b>\$31.90</b> \$2,392.50 \$62,205.00
C12	<b>\$28.36</b> \$2,127.00 \$55,302.00	<b>\$29.21</b> \$2,190.75 \$56,959.50	<b>\$30.09</b> \$2,256.75 \$58,675.50	<b>\$30.99</b> \$2,324.25 \$60,430.50	<b>\$31.92</b> \$2,394.00 \$62,244.00	<b>\$32.88</b> \$2,466.00 \$64,116.00	<b>\$33.87</b> \$2,540.25 \$66,046.50	<b>\$34.89</b> \$2,616.75 \$68,035.50

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

**APPENDIX D**  
**Schedule "C" Wage Schedule**  
**FY25 7/1/24-6/30/25**  
**3% COLA**

Effective July 1, 2024, drop Step A and add Step I and the wage schedule will shift to rename it Step A through Step H (as reflected below).  
Employees will remain at their current step, and the wage schedule will shift, effectively allowing each eligible member to step (see Article 12, Section C).

Grade	A	B	C	D	E	F	G	H
C5	<b>\$17.61</b> \$1,320.75 \$34,339.50	<b>\$18.14</b> \$1,360.50 \$35,373.00	<b>\$18.68</b> \$1,401.00 \$36,426.00	<b>\$19.24</b> \$1,443.00 \$37,518.00	<b>\$19.82</b> \$1,486.50 \$38,649.00	<b>\$20.41</b> \$1,530.75 \$39,799.50	<b>\$21.02</b> \$1,576.50 \$40,989.00	<b>\$21.65</b> \$1,623.75 \$42,217.50
C6	<b>\$18.63</b> \$1,397.25 \$36,328.50	<b>\$19.19</b> \$1,439.25 \$37,420.50	<b>\$19.77</b> \$1,482.75 \$38,551.50	<b>\$20.36</b> \$1,527.00 \$39,702.00	<b>\$20.97</b> \$1,572.75 \$40,891.50	<b>\$21.60</b> \$1,620.00 \$42,120.00	<b>\$22.25</b> \$1,668.75 \$43,387.50	<b>\$22.92</b> \$1,719.00 \$44,694.00
C7	<b>\$19.76</b> \$1,482.00 \$38,532.00	<b>\$20.35</b> \$1,526.25 \$39,682.50	<b>\$20.96</b> \$1,572.00 \$40,872.00	<b>\$21.59</b> \$1,619.25 \$42,100.50	<b>\$22.24</b> \$1,668.00 \$43,368.00	<b>\$22.91</b> \$1,718.25 \$44,674.50	<b>\$23.60</b> \$1,770.00 \$46,020.00	<b>\$24.31</b> \$1,823.25 \$47,404.50
C8	<b>\$21.08</b> \$1,581.00 \$41,106.00	<b>\$21.71</b> \$1,628.25 \$42,334.50	<b>\$22.36</b> \$1,677.00 \$43,602.00	<b>\$23.03</b> \$1,727.25 \$44,908.50	<b>\$23.72</b> \$1,779.00 \$46,254.00	<b>\$24.43</b> \$1,832.25 \$47,638.50	<b>\$25.16</b> \$1,887.00 \$49,062.00	<b>\$25.91</b> \$1,943.25 \$50,524.50
C9	<b>\$22.43</b> \$1,682.25 \$43,738.50	<b>\$23.10</b> \$1,732.50 \$45,045.00	<b>\$23.79</b> \$1,784.25 \$46,390.50	<b>\$24.50</b> \$1,837.50 \$47,775.00	<b>\$25.24</b> \$1,893.00 \$49,218.00	<b>\$26.00</b> \$1,950.00 \$50,700.00	<b>\$26.78</b> \$2,008.50 \$52,221.00	<b>\$27.58</b> \$2,068.50 \$53,781.00
C10	<b>\$25.17</b> \$1,887.75 \$49,081.50	<b>\$25.93</b> \$1,944.75 \$50,563.50	<b>\$26.71</b> \$2,003.25 \$52,084.50	<b>\$27.51</b> \$2,063.25 \$53,644.50	<b>\$28.34</b> \$2,125.50 \$55,263.00	<b>\$29.19</b> \$2,189.25 \$56,920.50	<b>\$30.07</b> \$2,255.25 \$58,636.50	<b>\$30.97</b> \$2,322.75 \$60,391.50
C11	<b>\$27.51</b> \$2,063.25 \$53,644.50	<b>\$28.34</b> \$2,125.50 \$55,263.00	<b>\$29.19</b> \$2,189.25 \$56,920.50	<b>\$30.07</b> \$2,255.25 \$58,636.50	<b>\$30.97</b> \$2,322.75 \$60,391.50	<b>\$31.90</b> \$2,392.50 \$62,205.00	<b>\$32.86</b> \$2,464.50 \$64,077.00	<b>\$33.85</b> \$2,538.75 \$66,007.50
C12	<b>\$30.09</b> \$2,256.75 \$58,675.50	<b>\$30.99</b> \$2,324.25 \$60,430.50	<b>\$31.92</b> \$2,394.00 \$62,244.00	<b>\$32.88</b> \$2,466.00 \$64,116.00	<b>\$33.87</b> \$2,540.25 \$66,046.50	<b>\$34.89</b> \$2,616.75 \$68,035.50	<b>\$35.94</b> \$2,695.50 \$70,083.00	<b>\$37.02</b> \$2,776.50 \$72,189.00

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

<b>APPENDIX D</b> <b>Schedule "C" Wage Schedule</b> <b>FY26 7/1/25-6/30/26</b> <b>3% COLA</b>								
<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
C5	<b>\$18.14</b>	<b>\$18.68</b>	<b>\$19.24</b>	<b>\$19.82</b>	<b>\$20.41</b>	<b>\$21.02</b>	<b>\$21.65</b>	<b>\$22.30</b>
	\$1,360.50	\$1,401.00	\$1,443.00	\$1,486.50	\$1,530.75	\$1,576.50	\$1,623.75	\$1,672.50
	\$35,373.00	\$36,426.00	\$37,518.00	\$38,649.00	\$39,799.50	\$40,989.00	\$42,217.50	\$43,485.00
C6	<b>\$19.19</b>	<b>\$19.77</b>	<b>\$20.36</b>	<b>\$20.97</b>	<b>\$21.60</b>	<b>\$22.25</b>	<b>\$22.92</b>	<b>\$23.61</b>
	\$1,439.25	\$1,482.75	\$1,527.00	\$1,572.75	\$1,620.00	\$1,668.75	\$1,719.00	\$1,770.75
	\$37,420.50	\$38,551.50	\$39,702.00	\$40,891.50	\$42,120.00	\$43,387.50	\$44,694.00	\$46,039.50
C7	<b>\$20.35</b>	<b>\$20.96</b>	<b>\$21.59</b>	<b>\$22.24</b>	<b>\$22.91</b>	<b>\$23.60</b>	<b>\$24.31</b>	<b>\$25.04</b>
	\$1,526.25	\$1,572.00	\$1,619.25	\$1,668.00	\$1,718.25	\$1,770.00	\$1,823.25	\$1,878.00
	\$39,682.50	\$40,872.00	\$42,100.50	\$43,368.00	\$44,674.50	\$46,020.00	\$47,404.50	\$48,828.00
C8	<b>\$21.71</b>	<b>\$22.36</b>	<b>\$23.03</b>	<b>\$23.72</b>	<b>\$24.43</b>	<b>\$25.16</b>	<b>\$25.91</b>	<b>\$26.69</b>
	\$1,628.25	\$1,677.00	\$1,727.25	\$1,779.00	\$1,832.25	\$1,887.00	\$1,943.25	\$2,001.75
	\$42,334.50	\$43,602.00	\$44,908.50	\$46,254.00	\$47,638.50	\$49,062.00	\$50,524.50	\$52,045.50
C9	<b>\$23.10</b>	<b>\$23.79</b>	<b>\$24.50</b>	<b>\$25.24</b>	<b>\$26.00</b>	<b>\$26.78</b>	<b>\$27.58</b>	<b>\$28.41</b>
	\$1,732.50	\$1,784.25	\$1,837.50	\$1,893.00	\$1,950.00	\$2,008.50	\$2,068.50	\$2,130.75
	\$45,045.00	\$46,390.50	\$47,775.00	\$49,218.00	\$50,700.00	\$52,221.00	\$53,781.00	\$55,399.50
C10	<b>\$25.93</b>	<b>\$26.71</b>	<b>\$27.51</b>	<b>\$28.34</b>	<b>\$29.19</b>	<b>\$30.07</b>	<b>\$30.97</b>	<b>\$31.90</b>
	\$1,944.75	\$2,003.25	\$2,063.25	\$2,125.50	\$2,189.25	\$2,255.25	\$2,322.75	\$2,392.50
	\$50,563.50	\$52,084.50	\$53,644.50	\$55,263.00	\$56,920.50	\$58,636.50	\$60,391.50	\$62,205.00
C11	<b>\$28.34</b>	<b>\$29.19</b>	<b>\$30.07</b>	<b>\$30.97</b>	<b>\$31.90</b>	<b>\$32.86</b>	<b>\$33.85</b>	<b>\$34.87</b>
	\$2,125.50	\$2,189.25	\$2,255.25	\$2,322.75	\$2,392.50	\$2,464.50	\$2,538.75	\$2,615.25
	\$55,263.00	\$56,920.50	\$58,636.50	\$60,391.50	\$62,205.00	\$64,077.00	\$66,007.50	\$67,996.50
C12	<b>\$30.99</b>	<b>\$31.92</b>	<b>\$32.88</b>	<b>\$33.87</b>	<b>\$34.89</b>	<b>\$35.94</b>	<b>\$37.02</b>	<b>\$38.13</b>
	\$2,324.25	\$2,394.00	\$2,466.00	\$2,540.25	\$2,616.75	\$2,695.50	\$2,776.50	\$2,859.75
	\$60,430.50	\$62,244.00	\$64,116.00	\$66,046.50	\$68,035.50	\$70,083.00	\$72,189.00	\$74,353.50

Note: All wages are calculated and paid hourly. Biweekly and Annual wages may be approximate and are only for informational purposes.

36. Appendix E: Insert Appendix E with May 20, 2021 MOA.

**Appendix E**

**MEMORANDUM OF AGREEMENT**

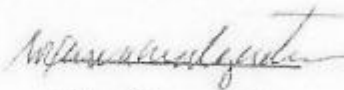
As the result of recent discussions between the City of Greenfield ("City") and UE, Local 274 ("Union") regarding the health clerk position and the urgent need for the City to provide health inspection services, the Union agrees as follows.

The Union agrees to allow the work of the health clerk position to be performed by SSEA health inspector(s) going forward without this creating a past practice or precedent.

For all other positions, should the City determine to reduce or eliminate bargaining unit work; to reduce bargaining unit position(s) hours; or to eliminate or change the job requirements or descriptions of bargaining unit positions, the City shall provide the Union with no fewer than thirty (30) calendar days' notice of the intended change(s) before implementing change(s). Upon request by the Union, the Parties shall, before the announced date of the change(s), engage in negotiations over the impacts and effects of the change(s) upon bargaining unit employees.

  
Zachary Krige, UE International Representative  
UE, Local 274

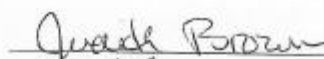

Date: 5/20/21

  
City of Greenfield

Date: 5-20-21

  
By: City of Greenfield

4.24.23  
Date:

Diane Holmes

  
By: Greenfield Clerical  
Union, UE Local 274

4/24/23  
Date:

## CITY OF GREENFIELD

## FY23 END OF YEAR TRANSFER REQUEST

[Per MGL c 44, s 33B](#)

FROM ACCOUNT (DECREASE):		AMOUNT	TO ACCOUNT (INCREASE):		AMOUNT
01009120.5740	Workers Comp	87,000	01002200.5130	Fire Department Overtime	87,000
01009120.5740	Workers Comp	13,000	01002200.5241	Fire Department Buildings	13,000
01009140.5177	HMO Health Ins	70,000	01001510.5302	Town Attorney	70,000
01009140.5177	HMO Health Ins	45,000	01001910.5341	Telephone - Central Services	45,000
01009140.5177	HMO Health Ins	16,000	01007510.5922	MP 2022 - Debt	16,000
01009140.5177	HMO Health Ins	500	01007510.5925	ST Interest	500
01009140.5177	HMO Health Ins	25,000	01009160.5181	Medicare Town Match	25,000
01007100.5999.1	Principal Paydown	44,000	01007510.5925	ST Interest	44,000

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

*The City Council,*  
Upon recommendation of Mayor Wedegartner

**FY23 End of Year Transfer Request**

Move that it be Ordered, that

The sum of \$100,000 be transferred from 01009120.5740 Workers Compensation to the following General Fund Accounts:

01002200.5130	Fire Department Overtime	\$87,000
01002200.5241	Fire Department Buildings	\$13,000

Balance in Workers Compensation: \$145,847.00

Majority vote required(7)

VOTE:

Explanation from Fire Chief:

Overtime is higher than anticipated. Weld Generator rental \$9,673.50 This was for a new transfer switch for our generator. Air Compressor for \$2340.00 was for repairs for air compressor that provides air for the apparatus.

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***

Upon recommendation of Mayor Wedegartner

**FY23 End of Year Transfer Request**

***Moved that it be ordered,***

The sum of \$70,000 be transferred from 01009140.5177 HMO Health [Insurance] Account to the following General Fund Accounts:

01001510.5302     [Town] City Attorney

Balance in HMO Health [Insurance] Account: \$479,330.97

Majority vote required (7)

VOTE:

Attachment (1)

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***  
Upon recommendation of Mayor Wedegartner

**FY23 End of Year Transfer Request**

***Moved that it be ordered,***

The sum of \$86,500 be transferred from 01009140.5177 HMO Health [Insurance] Account to the following General Fund Accounts:

01001910.5341	Telephone – Central Services	\$ 45,000
01007510.5922	MP 2022 – Debt	\$ 16,000
01007510.5925	Short Term Interest	\$ 500
01009160.5181	Medicare Town Match	\$ 25,000

Balance in HMO Health [Insurance] Account: \$479,330.97 (deduct \$70K for Town Attorney)

Majority vote required (7)

VOTE:

Attachment (1)

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***  
Upon recommendation of Mayor Wedegartner

**FY23 End of Year Transfer Request**

***Moved that it be ordered,***

The sum of \$44,000 be transferred from Account #01007100.5999.1, Debt Service-Principal Paydown to Account #01007510.5925, Debt Service - Short Term Interest.

Balance in Principal Paydown Account: \$44,000

Majority vote required (7)

VOTE:

Explanation:

Additional short term debt interest is required due to higher Ban interest in FY23.

## **City Council – First Reading- June 21, 2023**

- Approve payment of \$24,509.88 for GTR Greenfield Millbrook Solar LLC FY 2022 invoice from FY24 WPCF Electricity Account.
- Approve FY2024 Community Preservation Fund Budget – Admin Costs and Reserves.
  - ❖ Appropriate FY24 CPC Administrative Expenses in the amount of \$13,225.00 (5%)
  - ❖ Reserve \$171,925 from the FY2024 Community Preservation Fund Revenues for Community Preservation Fund Purposes (FY24 Annual Budgeted Reserve – 65%)
  - ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Open Space (10%).
  - ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Historic Resources (10%).
  - ❖ Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Community Housing (10%).

***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***

Upon recommendation of Mayor Wedegartner:

**An Order to Approve FY 2022 Prior Year Invoice – Sewer Enterprise**

***Moved that it be ordered,***

The City approves the payment of the prior year invoice for GTR Greenfield Millbrook Solar, LLC in the amount of \$24,509.88 to be paid from FY24 WPCF Electricity account #6000449.5211.

Current Balance in Account is \$110,000.

2/3 Vote Required (9)

VOTE:

Explanation:

Solar array went online in March 2022; City did not receive solar invoices until April 2023.

Attachments:

1. GTR Invoice



***CITY COUNCIL ORDER***  
***City of GREENFIELD***  
**MASSACHUSETTS**

Councilor \_\_\_\_\_ :

Second by Councilor \_\_\_\_\_ :

***The City Council,***

Upon recommendation of Mayor Wedegartner:

**An Order to Approve FY 2024 Community Preservation Fund Budget - Admin Costs and Reserves**

***Moved that it be ordered,***

The City vote to appropriate and reserve from Community Preservation Fund annual revenues, the sums recommended by the Community Preservation Committee for committee administrative expenses and reserves in Fiscal Year 2024, with each item to be considered a separate appropriation.

Appropriate FY24 CPC Administrative Expenses in the amount of \$13,225.00 (5%)

Reserve \$171,925 from the FY2024 Community Preservation Fund Revenues for Community Preservation Fund Purposes (FY24 Annual Budgeted Reserve – 65%)

Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Open Space (10%).

Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Historic Resources (10%).

Reserve \$26,450 from FY2024 Community Preservation Fund Revenues for Community Housing (10%).

Majority Vote Required

VOTE:

Explanation of supporting rationale:

Attachments:

1. CPC FY24 Budget Letter
2. CPC FY24 Budget Breakdown



Roxann Wedegartner  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**COMMUNITY PRESERVATION  
COMMITTEE**

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1548 • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**Members:**

Travis Drury, Chair  
Garth Shaneyfelt, Vice-chair  
Thomas Guerino  
Wisty Rorabacher  
John Passiglia  
Susan Worgafluk  
Yanis Chibani  
Donna Dusell  
Dave Chichester

April 26, 2023

Dear Greenfield City Council,

Please find attached the Greenfield Community Preservation Committee's Fiscal Year 2024 budget. Each year, the Community Preservation Committee sends its budget to the Council for approval as required by law. This year, an estimated \$230,000.00 in revenue will be collected from the 1% surcharge on Greenfield property taxes. Additionally, the committee expects at least a 15% match from the Community Preservation Act Trust Fund. The local surcharge revenue and trust fund match bring the estimated available funds for FY24 to \$264,500.00.

The 15% estimated match is lower than in FY23 (budget estimate 25%, actual match 38.51%) as the Department of Revenue has not released an estimate for CPA communities to use in their budgets. Trust fund revenues have fallen in recent months leaving the exact match uncertain. The committee has decided to use 15% as the estimated match for the purposes of this budget during this period of uncertainty; however, the actual match is expected to be higher than 15%.

The committee has voted to distribute these funds in the following manner: 5% to the committee administrative account; 10% to each of the three category reserve accounts required by the Community Preservation Act (Open Space/Recreation, Historic Resources, and Community Housing); and the remainder to the budgeted reserve account. As the committee sent its 2022-23 project recommendations via a supplemental appropriation request in March, there are no additional appropriations. Therefore, all other funds will be reserved for future projects.

If you have any inquiries about the committee's work, please contact Christian LaPlante, Staff Contact, at [christian.laplante@greenfield-ma.gov](mailto:christian.laplante@greenfield-ma.gov) or 413-772-1548 x4.

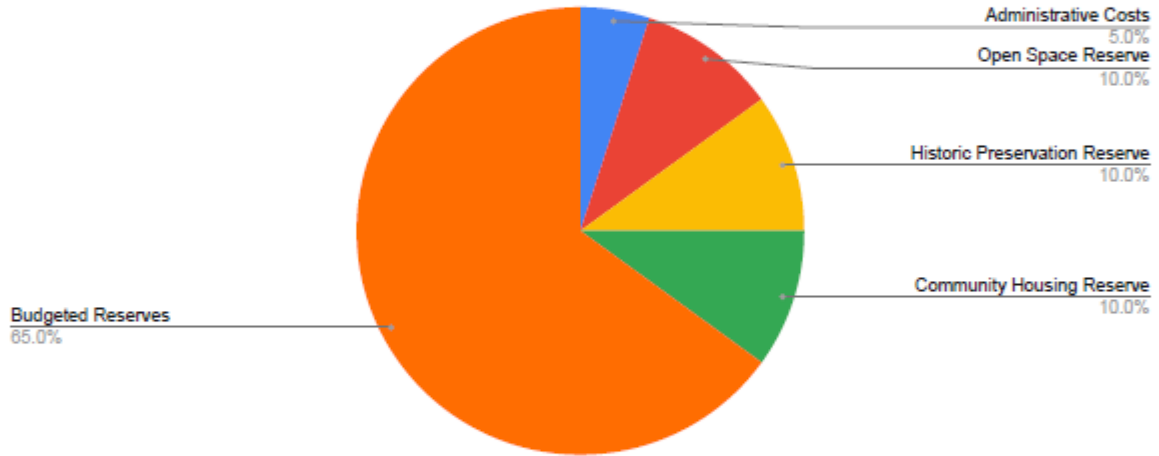
Respectfully,  
The Greenfield Community Preservation Committee

*The City of Greenfield is an Affirmative Action/Equal Opportunity Employer,  
a designated Green Community and a recipient of the "Leading by Example" Award*

## CPC FY2024 Budget Breakdown

FY2024 Budget				Notes	
Local Surcharge Amount	\$230,000.00			State Match History: Unlike previous years, DOR has not provided an estimate for the state match for FY2024. The CPA trust fund has seen collections fall by 30% for the funds to be distributed in November 2023. Therefore, a conservative estimate of 15% for the state match is used. The actual match is expected to be higher than 15% (in FY2023 match estimate was 25% with an actual match of 38.51%).	FY2023 38.51%
State Match Amount	\$34,500.00	State Match =	15%		FY2022 43.84%
<b>Total FY2024</b>	<b>\$264,500.00</b>				FY2021 28.63%
					FY2020 23.90%
Appropriations					FY2019 19.01%
Administrative Costs	\$13,225.00	Percentage of budget (5% max) =	5%		FY2018 17.20%
Reserves					FY2017 20.58%
Open Space	\$26,450.00	Percentage of budget (10% min) =	10%		FY2016 29.67%
Historic Resources	\$26,450.00	Percentage of budget (10% min) =	10%		FY2015 31.46%
Community Housing	\$26,450.00	Percentage of budget (10% min) =	10%		FY2014 52.23%
Budgeted Reserves	\$171,925.00	Percentage of budget (remainder) =	65%		FY2013 26.83%
					FY2012 26.64%

FY2024 Greenfield CPC Budget



# Senate Includes \$30M in State Surplus Funds for CPA in FY24 Budget

POSTED ON: MAY 25, 2023 - 9:14PM

Today, the MA Senate made a final vote on its version of the FY24 state budget, and we are thrilled that it includes an amendment to support the CPA Trust Fund. During the budget debate earlier this week, Senator Cynthia Stone Creem's budget amendment #66, "Community Preservation Trust Fund," was adopted - this legislation would allocate up to \$30 million in state budget surplus funds in time for this November's statewide CPA Trust Fund distribution.

The Legislature has a decade-long tradition of supporting CPA municipalities with surplus funding, but the funding is more important than ever this year. Due to rising interest rates and fewer home sales, revenue for the CPA Trust Fund has fallen by over 33% compared to this time last year. And while there is still time for collections to improve in the coming months, a transfer of \$30 million in state budget surplus funds is the best way to ensure that CPA communities across the state receive a healthy distribution in November.

We are extremely grateful for the support of longtime CPA champion Senator Creem who filed this amendment, as well as Ways & Means Chair Michael Rodrigues, Vice Chair Cindy Friedman, Assistant Vice-Chair Jo Comerford, Senate President Karen Spilka, and the 13 members of the Senate who signed on as co-sponsors.

## What is the next step for this legislation?

Now that the Senate has completed its budget, a six-member conference committee will be charged with reconciling the differences between the House and Senate proposals - this process typically begins in June. The Coalition will advocate with the conference committee to ensure that the final budget includes funding for CPA, and once the Committee completes its work, the budget will then head to the desk of Governor Healey for her signature.

## What was included in the Senate budget amendment for CPA?

### Amendment 66: Community Preservation Trust Fund

Ms. Creem, Messrs. Eldridge, Keenan, Cronin, O'Connor, Mark, Gomez, Timilty, Payano, Feeney and Montigny, Ms. Rausch, Mr. Cyr and Ms. Jehlen moved that the proposed new text be amended by inserting after section X the following section:-

*"SECTION X. Notwithstanding any general or special law to the contrary, prior to transferring the consolidated net surplus in the budgetary funds for fiscal year 2023 to the Commonwealth Stabilization Fund pursuant to section 5C of chapter 29 of the General Laws, the comptroller shall transfer \$30,000,000 to the Massachusetts Community Preservation Trust Fund established in section 9 of chapter 44B of the General Laws."*

# Greenfield Resolution

May 2, 2023

**Greg Snedeker** <[gksnedeker@gmail.com](mailto:gksnedeker@gmail.com)>

to citycouncil

Hello Ms. Marciel,

I am on the Gill Selectboard and I'm also a teacher at the Stoneleigh-Burnham School here in Greenfield. At our Gill selectboard meeting on April 24th, Steven Bathory-Peeler, a resident of Gill, brought us an article for us to consider for our Annual Town Meeting. The article is for the Town to vote to adopt the resolution for the proposed 28th Constitutional Amendment (see attached) regarding corporations having juridical personhood. The Selectboard voted unanimously to include the article on our ATM warrant.

This past week I showed the resolution to my economics class (11th and 12th graders) here at Stoneleigh-Burnham, and they have expressed they would like to present the resolution to the Greenfield City Council to see if Greenfield would be interested in voting the resolution.

Would it be possible to have the students be included in a public comment section of an upcoming/next meeting? (it would need to be soon, as graduation is June 3rd) It would be a wonderful way to allow our teenagers to engage in our political discourse. Please let me know your thoughts.

Thank you for your time and all your service to the city!

Best,

Greg Snedeker

Email Account For:

Selectboard Member, Town of Gill

Vice Chair, Franklin Regional Council of Governments

Vice Chair/Secretary/Treasurer, Six-Town (Education) Regionalization Planning Board

[gksnedeker@gmail.com](mailto:gksnedeker@gmail.com)

DRAFT of article proposed by Steve Bathory-Peeler for May 15<sup>th</sup> Annual Town Meeting

Article: "A RESOLUTION TO INSTRUCT OUR GOVERNMENT OFFICIALS TO VOTE IN FAVOR OF THE PROPOSED 28TH AMENDMENT - AMERICAN PROMISE"

In June of 2012 the town of Gill passed a resolution (passed my majority) to instruct our US Senators and members of the US House of Representatives to "ratify an amendment to the US Constitution to provide that corporations are not entitled to the constitutional rights of real people and that money is not speech for purposes of campaign-related expenditures and contributions". This resolution was in response to the Supreme Court case *Citizens United v Federal Election Commission* in which corporations were given the same rights as human beings, including super PACs and dark money. In the years since 2012 a proposed amendment to the US Constitution has been drafted to ensure that We the People have meaningful power over our government. (When the Supreme Court rules incorrectly, an amendment is a way for the citizenry to correct it.)

The amendment returns power to Congress and the States to reasonably regulate and limit "contributions and expenditures in campaigns, elections, or ballot measures" **if they so desire**. It also allows Congress and the States to distinguish between living persons and non-human entities (corporations), prohibiting non-human entities from "raising and spending money in campaigns, elections, or ballot measures".

NOW THEREFORE, BE IT RESOLVED that the voters of Gill, Massachusetts hereby instruct the Senators representing the Commonwealth of Massachusetts and the members of the United States House of Representatives representing this Congressional District to vote in favor of the proposed 28th Amendment to the United States Constitution (American Promise) when it is presented before them.

The text of the proposed Amendment is as follows:

Section 1. We the People have compelling sovereign interests in representative self-government, federalism, the integrity of the electoral process, and the political equality of natural persons.

Section 2. Nothing in this Constitution shall be construed to forbid Congress or the States, within their respective jurisdictions, from reasonably regulating and limiting contributions and expenditures in campaigns, elections, or ballot measures.

Section 3. Congress and the States shall have the power to implement and enforce this article by appropriate legislation, and may distinguish between natural persons and juridical persons, including by prohibiting juridical persons from raising and spending money in campaigns, elections, or ballot measures.

Motion: Move the Town vote to adopt the resolution as written in the above article.