

Greenfield City Council  
November 15, 2023  
247<sup>th</sup> Regular Meeting  
6:30 p.m.  
John Zon Community Center/Zoom Hybrid

**To join in person:**

35 Pleasant Street, Greenfield

**To join via Zoom:**

<https://greenfield-ma-gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09>

Meeting ID: 978 1726 8506

**To join via Phone:**

Dial by your location

+1 646 558 8656 US (New York)

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+1 312 626 6799 US (Chicago)

+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

+1 507 473 4847 US

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## AGENDA

### 1. Call to Order

**CHAIRS STATEMENT:** This meeting is being recorded by the City Council and GCTV-9. 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. Approve of minutes – None.
5. Communications from Superintendent of Schools and School Committee (10 minutes) **(Pg. 5)**
  - Early release for Thanksgiving Holiday Break.
  - Invitation to the City Council and School Committee for a tour of the Greenfield Schools in January.
  - Promotion of Vera Ayrapetyan to Assistant Business Manager.
  - Acknowledgment of Ben Murphy and Joe Pugs for their assistance with School Facilities Management.
  - Mike Boudreau hired as new Facilities Director.
- 5a. Questions from the Council for Superintendent of Schools and School Committee
6. Communications from Mayor, City Officers and Employees (10 minutes) **(Pg. 6)**
  - Update on the Opioid Settlement Survey results at mid-point.
  - Update on installation of the Portland Loo.
  - Assessor Randall Austin and Finance Director/Interim Chief of Staff Diana Schindler’s Presentation of the FY 2024 Tax Classification.
- 6a. Questions from the Council for Mayor [City Officers and Employees]
7. Communications from other City Employees as needed, by invitation **(Pg. 8)** –
  - DPW Director Marlo Warner and Grant Writer/Manager Athena Bradley’s Presentation on the Single Stream Recycling Program with question and answer period for Councilors.
  - GCET General Manager John Lunt’s Presentation on GCET’s Plans for Expansion throughout the City with question and answer period for Councilors. **(Pg. 25)**
8. Public Comment
9. Public Hearing(s) and Second Reading(s): **(Pg. 26)**
  - Repurpose \$289,000 authorized for Police Station Upgrades to Dispatch Communication System.
  - Approve payment of \$12,707.40 for FY23 Energy Millbrook Solar Invoice from FY24 Energy Millbrook Solar Account 5209.
  - Approve payment of \$50,829.58 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Sewer Enterprise from FY24 WPCF Millbrook Solar Account 5209.

- Approve payment of \$21,178.99 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Water Enterprise from the FY24 Water Enterprise Millbrook Solar Account 5209.
- Approve payment of \$15,038.75 for FY23 Doherty, Wallace Pillsbury and Murphy PC Invoice from FY24 Legal Town [City] Account 5302.
- Approve the Memorandum of Understanding (MOU) between City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) and transfer \$25,200 from Contract Stabilization for Parks Permanent Salaries/Wages Full Time line item 5111 (\$15,200) and Wages-Custodians line item 5113 (\$10,000).
- Fiscal Year 2024 Tax Classification (3 orders )
  - Minimum Residential Factor
  - Residential Exemption
  - Small Commercial Exemption

10. Motions, Orders, and Resolutions

- I. Mayor's Appointment – Planning Board, Sarah Brown-Anson. **(Pg. 28)**
- II. Fiscal Year 2024 Tax Classification (3 orders ) **(Pg. 31)**
  - Minimum Residential Factor
  - Residential Exemption
  - Small Commercial Exemption
- III. Authorize the Greenfield Public Schools to take part in a Collective School Transportation Bid. **(Pg. 32)**
- IV. Repurpose \$289,000 authorized for Police Station Upgrades to Dispatch Communication System. **(Pg. 45)**
- V. Approve payment of \$12,707.40 for FY23 Energy Millbrook Solar Invoice from FY24 Energy Millbrook Solar Account 5209. **(Pg. 46)**
- VI. Approve payment of \$50,829.58 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Sewer Enterprise from FY24 WPCF Millbrook Solar Account 5209. **(Pg. 49)**
- VII. Approve payment of \$21,178.99 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Water Enterprise from the FY24 Water Enterprise Millbrook Solar Account 5209. **(Pg. 50)**
- VIII. Approve payment of \$15,038.75 for FY23 Doherty, Wallace Pillsbury and Murphy PC Invoice from FY24 Legal Town [City] Account 5302. **(Pg. 51)**
- IX. Approve the Memorandum of Understanding (MOU) between City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) and transfer \$25,200 from Contract Stabilization for Parks Permanent Salaries/Wages Full Time line item 5111 (\$15,200) and Wages-Custodians line item 5113 (\$10,000). **(Pg. 54)**

11. Presentation of Petitions and Similar Papers – None.

12. Report of Committees - At the time of posting there were no topics reasonably anticipated by the Chair.

13. Unfinished Business – At the time of posting there were no topics reasonably anticipated by the Chair.
14. Old Business –
  - Recognition of Douglas Mayo for his service as a member of the City Council.
15. New Business
  - First Reading (Pg. 75)
    - Transfer \$1,500,000 from Free Cash to Capital Stabilization.
    - Transfer \$466,000 from Free Cash to Debt Service: \$277,000 for Principal Paydowns Acct 59991 and \$189,000 for Short-Term Interest Acct 5925.
    - Transfer \$199,993 from Free Cash to Opioid Settlement Stabilization Fund.
    - Transfer \$100,000 from Free Cash to FY24 Town [City] Attorney Services (aka Legal).
    - Approve Memorandum of Understanding (MOU) between City of Greenfield and Salary Schedule Employees Association and Transfer \$43,600 from Free Cash to seven (7) Wage Accounts.
16. Motions for Reconsideration [regarding tonight's meeting] –
17. Adjournment

#### **EXECUTIVE SESSION MAY BE CALLED**

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



# Communications Schools - Council 11-15-2023 agenda

## **Amy Proietti**

to Kathy, Christine, me, Quinn, Councilor, Dan, Councilor

Hi, Kathy.

Items the Schools intend to communicate to the Council:

- Wednesday November 22 is an early release day for the Thanksgiving holiday break. There is no school on Thursday 11/23 or Friday 11/24.
- Friday January 26, we will have a tour of the schools for both City Council and School Committee members. Exact time and schedule still to be determined.
- Long-time district employee Vera Ayrapetyan has been promoted to Assistant Business Manager.
- Thank you to Ben Murphy and Joe Pugs for the assistance with school facilities management as we transitioned Facilities Directors. Eric Hevy left us in late October, and we are joined on Monday November 13 by Mike Boudreau as our new Director.

Thank you,

--Amy P.

**Roxann Wedegartner**

November 13, 2023

to me, Kathy

Hi,

The remarks, no. The topics, yes. Here they are:

- Update on the Opioid Settlement Survey results at mid-point. (FYI...Matt is still compiling them, so I do not have backup material)
- Update on installation of the Portland Loo.

From my perspective, I do not believe I will take more than 10 minutes.

Happy Monday!

Mayor

Backup documentation

### **Opioid Settlement Survey Summary 11-13-23**

- As of today (Monday, 11/13), there have been **134 responses**. 105 were submitted online while 29 were from physical copies collected during the first week of November.
- Statistical breakdown of the major categories:

1. For how survey respondents were impacted by the opioid epidemic, about **46% have a loved one in recovery from substance use disorder** while **44% work with individuals and families impacted by opioid addiction**. Many other responses also indicated the survey participants **have lost a loved one due to opioid addiction (29%)** and have **a family member currently with opioid use disorder (23%)**. This was a check all that applies category.

2. For top priorities of how opioid funds should be used (select up to 3 options), **75% selected Support People in Treatment and Recovery**. Other categories that received public support were:

- **39.5% selected Address the Needs of Criminal-Justice Involved Persons**
- **37.3% selected Connection to Care**
- **36.5% selected Opioid Use Disorder treatment as a top priority.**
- **34% selected Support Pregnant Or Parenting Women And Their Families, Including Babies With Neonatal Abstinence Syndrome**

For the short response questions (needs observed in the city and priority areas for settlement funding), common themes included **additional housing and recovery programs, forging collaborations between existing program providers, continuing to promote destigmatization and strengthening recovery centers.**

## Council agenda - Mayor communications

November 9, 2023

**Kathy Scott**

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

Mayor,

As an FYI, I just spoke to Dee and she agreed under the mayor's communications for the 11-15-2023 council agenda we will put the following:

\*FY 2024 Tax Classification Presentation - Assessor Austin and Finance Director Schindler.

This will also be placed on the Wm agenda.

Kathy

Kathryn J. Scott, CMC

Greenfield City Clerk,

City Council Clerk, Justice of the Peace, Records Access Officer

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)

## Questions for Nov Agenda

**Councilor Sheila Gilmour**

Tue, Oct 24, 4:18 PM (16 hours ago)

to Councilor, Councilor, Kathy, Quinn, me

Hello Dan, Chris, and everyone in the Clerk's Office,

I would like to ask some questions about single stream recycling at the next meeting. I'm interested in hearing about some of the pros and cons of the program itself, as well as some of the rules around the grant . Would it be possible to invite Marlo Warner and Diana Schindler, please?

Thank you!

Sheila

## Automated Single Stream Recycling

### Greenfield DPW's primary goals for writing the Solid Waste Infrastructure for Recycling (SWIFR) Grant

1. Replace Greenfield's aging, frequently broken-down recycling fleet with new, state-of-the-art collection vehicles.
2. Transform our current manual collection recycling system with automated collection vehicles to greatly improve the work environment for our drivers, increase driver safety and reduce injuries, and enhance the retention and recruitment of our workforce.
3. To meet EPA's goals of reducing greenhouse gas emissions and other air pollutants with new, fuel-efficient vehicles, with larger collection capacity, and through automated collection greatly reduce vehicle idling time in our neighborhoods.
4. Hire a full-time project assistant for the three-year project funding term to work with our Recycling Coordinator/DPW staff to help with project promotion, interface directly with residents, and ride along with the drivers in the automated vehicles to monitor the cart collection (and tag for contaminants, as needed).
5. To transition from dual-stream to single-stream recycling to foster increased recycling participation and diversion by making recycling easier for residents and provide them with a single, lidded cart on wheels to store recyclables (in two sizes to best meet the needs of most residents).
6. To allow for a one-year, multi-faceted (web-based, social media, print materials) public outreach and input campaign—before the new program is rolled out—with two years of ongoing continued outreach and resident feedback opportunity to ensure project success.
7. With grant funding, modernize our transfer station to both renovate and more efficiently handle single stream recyclables and purchase a new tractor trailer for hauling our collected materials.
8. To use the combined decades of experience and knowledge of DPW staff to implement this transformative recycling future for Greenfield and as a soft match for our EPA grant to strengthen our chance to be awarded this highly competitive national grant.

### The Current State of Single Stream Recycling around the Nation

Dual stream recycling is the collection of fibrous (paper) materials and rigid containers (plastic and glass bottles, aluminum cans, steel (tin) cans in separate to containers. In single stream recycling, all recyclables—both fibrous materials and rigid containers—are placed together in a single container for collection.

Roughly, 80% of all recycling programs, curbside and drop-off are single stream.<sup>1</sup> More than 50 percent of the US population (about 158 million persons living in approximately 62.7 million households) have curbside recycling services provided automatically to their homes as a part of the residential solid waste management systems in their communities. Almost 90 percent of these residents are provided with single-stream recycling collection service.<sup>2</sup> Automated vehicle, single stream collection brings multiple benefits, including reduced air pollution emissions, reduced employee injuries, easier participation for residents, and better control over long-term program flexibility and costs.

Most municipalities nation-wide that have implemented single stream collection report not only dramatic increases in amounts of recyclables collected, but an improvement in participation rates. Single

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<sup>1</sup> Neil Seldman, Institute for Local Self Reliance, "Single Stream/Dual Stream: Contending Approaches to Recycling in the US," 13 January 2022.

<sup>2</sup> SWANA, Curbside Recycling Collection Options.

stream also results in less litter on collection days when covered carts are used.<sup>3</sup> On average, almost 100 more pounds of recyclables are collected in cart programs, than in bins.<sup>4</sup> Many municipalities have model programs with minimal contamination—including San Francisco, Sarasota, and Boise.

Several Western Massachusetts communities have implemented single stream recycling, including the cities of Chicopee and Springfield and the town of Agawam. At least 180 Massachusetts communities, including all the largest cities, have curbside single stream recycling.<sup>5</sup> One municipality in the state, the town of Dartmouth, operates its own automated dual stream recycling collection program; they provide two (64 gallon) carts per household and pick each up alternate weeks.<sup>6</sup>

#### Automated Dual Stream vs. Single Stream Collection

The majority of waste management costs come from collection, rather than sorting or disposal. For recyclables, collection is typically 2.5 times the cost of processing.<sup>7</sup> Automated dual stream recycling vehicles are more expensive than automated single stream vehicles.<sup>8</sup> The split carts are also more expensive and there is reduced collection efficiency using split carts.<sup>9</sup> Automated, single-stream recycling vehicles may be used for dual stream recycling, by collecting paper one week and alternating to collection of glass, metal, plastic containers the next week. Compared to single stream however, this would increase labor costs, as routes would need to be doubled. Additionally, residents would have to have a minimum of two collection carts (one for paper and one for containers), thus doubling the number of carts to be purchased and the requirement for resident cart storage space.

#### The Concern of Material Contamination and Processing Costs

During the rapid rise in single stream recycling in the early 2000's, material contamination significantly impacted the marketability of collected materials. Much of this contamination resulted from a decline in recycling education as municipal recycling programs downsized their education programs and adopted the "all in one bin" outreach. Also, privatization of recycling collection around the country saw a massive growth over the past two decades.

Recycling experts point out that the main cause of contamination in recycling collection is due to a lack of education and "wish recycling," not necessarily the collection method. The primary contaminants in the recycling stream—whether dual stream or single stream include: electronics, plastic bags, batteries, diapers, needles, hoses, wire, food, and liquids.<sup>10</sup>

Yes, there is typically increased contamination with single stream, but a national study found that on average, single stream has just a 5 percent higher contamination rate than dual stream (dual stream, on average has about a 12.67 percent contamination rate and single stream 17.67 percent).<sup>11</sup> Certainly some programs have higher contamination. But many are more successful, having low rates of contamination because they are focused on public education and outreach and have an excellent

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<sup>3</sup> Connecticut Department of Energy and Environmental Protection, Single Stream Recycling FAQ.

<sup>4</sup> The Recycling Partnership, 2020 State of Curbside Recycling Report, p. 18.

<sup>5</sup> WBUR, "What happens to the glass containers you think you're recycling," July 14, 2023.

<sup>6</sup> Communication with Massachusetts Department of Environmental Protection staff.

<sup>7</sup> Resource Recycling, "Experts Duel Over Dual Streams Merits," May 14, 2019.

<sup>8</sup> SCS Engineers, "Dual Stream Recycling Program Considerations and Costs," March 1, 2021.

<sup>9</sup> Recycling Today, "Taking sides on single- or dual-stream recycling," May 23, 2019.

<sup>10</sup> Resource Recycling.

<sup>11</sup> The Recycling Partnership, p. 22.



partnership with their processing facility. In Sarasota, for example, a study found that 85 percent of the material was correctly placed in the residential recycling carts.<sup>12</sup>

Our program will proactively address contamination concerns through its one-year public participation and outreach campaign, including creative and multi-faceted promotion. Once implemented, we'll continue our outreach, along with cart tagging, working with our processing facility to identify issues, and enforcement, as needed. Our three-year, grant funded Project Assistant will be able to assist in outreach and along with our DPW Recycling Coordinator and other staff, interact directly with residents to address their concerns.

In the world of recycling processing, "contaminants" are materials that are not recyclable but were set-out for collection together with recyclables (such as electronics and plastic bags); "process residue" is material generated and disposed during the processing of recyclable materials at a recycling facility. It can include material that was not sorted sufficiently, recyclables contaminated during collection and processing (such as glass shards in paper), and contaminants separated out of the recyclables received (e.g., nonrecyclable plastics).

In the rapid rise of single stream, recycling processing lagged behind. A high percentage of materials from single stream ended up contaminated (as much as 25% or more). China and other markets began to reject recyclables from the U.S. In the past decade, however, billions of dollars have been invested in materials recovery facilities (MRFs). Today's state-of-the-art single stream MRF is equipped with a wide range of conveyor belts, screens, first with electromagnets (which removes ferrous metals) and eddy current separators (to remove non-ferrous metals, like aluminum). Additional disk screens separate glass and plastic streams, and infrared technology ("optical sorting") is used to separate primary types of plastics (polymers). Part of EPA's goals are to ensure that more MRFs are equipped with this state-of-the-art processing equipment.

We are fortunate in our region to have access to a state-of-the-art facility which opened in early 2022. The USA Waste and Recycling "All American Material Recovery Facility" in Berlin, Connecticut handles material from across Connecticut and Western Massachusetts.<sup>13</sup> The facility received the 2023 "MRF of the year" award. At this facility, "pickers" pull out inbound contaminants (electronics, plastic bags, etc.); this amounts to about 15-20 percent of materials brought to the facility. Of the remaining recyclable material processed, roughly 98 percent are marketed, with less than two percent becoming residue. The MRF has no problem marketing its materials, including glass. About 50 percent of its processed glass is sold to be used in making new glass bottles; the remaining 50 percent is sold to be used in making cement.<sup>14</sup>

The fully integrated system also employs artificial intelligence and high-tech scanners and is dedicated to the maximum recovery of all recyclable material, using several "second-chance" mechanisms to ensure valuable material doesn't slip through the cracks. The design includes state-of-the-art equipment to target paper, cardboard, boxboard, glass, and five types of plastic.

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<sup>12</sup> Recycling Today, "Study analyzes Sarasota's 1-year-old single-stream recycling program," April 30, 2020.

<sup>13</sup> A video of the All American MRF may be viewed on YouTube — [https://youtu.be/WyxE7GCsdM?si=eoim\\_8\\_LjFrdjYWX](https://youtu.be/WyxE7GCsdM?si=eoim_8_LjFrdjYWX)

<sup>14</sup> Conversation with an All American MRF company representative.

Currently, the City pays \$100/ton for processing dual stream materials at the Springfield Materials Recycling Facility (operated by Waste Management Recycle America). Technically in our contract we qualify for an “Average Commodity Revenue” or ACR for the monthly net per ton revenue from the sale of recyclables in our contract. With an ACR clause, in months where material markets are good, we’ll receive more revenue, however when markets are down, we receive no revenues. For this past year to date, we have not received any revenues.

At the USA Waste and Recycling Facility, in the range of \$85-\$95 per ton is charged for single stream recycling. The company also includes an ACR in its contracts, just as the contract we currently have for dual stream. At the MRF, a 15% residue is built in so that loads brought in to the facility are not penalized unless the contamination rate is consistently higher than 15%.<sup>15</sup>

The All American MRF is located 30 miles south of the Springfield MRF (approximately a 30-minute longer drive down I-91 south than our current haul to Springfield). While this will increase our hauling costs slightly, our new grant funded tractor trailer will be more fuel efficient, resulting in overall cost savings and greenhouse gas reduction when our automated, single stream collection efficiencies are factored in.

Our automated single-stream recycling program will better position Greenfield for the future of recycling. EPA’s goal with the SWIFER grant is to fund a range of projects that will help local governments and communities advance from “where they are” to significantly transform their post-consumer materials management infrastructure. Additionally, their vision reflects the urgency of the climate crisis and the role solid waste management must play in reducing our carbon pollution.

By switching our aging dual stream vehicles to automated, single stream collection vehicles, we’ll have a significant impact on carbon emissions and on air quality in our neighborhoods. Our new vehicles will be fuel efficient, the vehicle collection stop idling will be substantially reduced, and larger vehicles will reduce the need to return to the transfer station to dump.

Our three-year project plan and implementation schedule is based on more than 100 years of combined solid waste management and public works experience and extensive research in how other single-stream recycling programs around our country are getting it right. Recycling is a collaboration between the city, residents, our processor, end-markets, and manufacturers. Greenfield residents have great pride in their successful, “clean” recycling participation. Our DPW team believes that our residents will have similar success with single stream recycling. We know there will be challenges and we are prepared to work with residents to address these.

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<sup>15</sup> Ibid.



## **GREENFIELD'S RECYCLING PROGRAM TRANSFORMATION**

The City of Greenfield received a **\$2.05 million grant** from the United States Environmental Protection Agency's Solid Waste Infrastructure for Recycling Grant (SWIFR) program. The grant award will allow us to transition the Greenfield DPW from its manually sorted, dual-stream recycling collection system to a single-stream, fully automated recycling collection system.

### **Program Benefits**

Greenfield is among only 25 awarded applicants nationally to receive this grant out of over 330 applications. This grant will provide **a multitude of benefits** to the community:

#### **New vehicles:**

- The current recycling vehicle fleet is aged, requiring attentive maintenance.
- The grant award will allow the city to purchase brand-new recycling collection vehicles while saving significant money for the DPW budget.

#### **Reduces Climate Impact:**

- The new automated vehicles are double the size of the DPW's current fleet. This allows the DPW to double its route efficiency, reducing the need for returning to the transfer station to empty full loads.
- The new vehicles are more fuel efficient and will reduce fuel expenses. The vehicles project to reduce approximately 710kg of CO<sub>2</sub> per metric tons collected recyclables.

#### **Operations Efficiency Improvements:**

- An automated system allows DPW recycling collection workers to perform their jobs in their vehicles, removing their exposure to hazardous conditions or potential injuries
- Automated collection will also significantly reduce the recycling vehicle idle time in our neighborhoods.
- The grant will fund transfer station upgrades to accommodate the single-stream system.

#### **Resident Benefits:**

- Residents will receive new collection carts free of charge (2 sizes-96 gallon & 35 gallon).
- The new lidded collection carts are on wheels and can be stored outside; allowing residents to store more recyclables, removing the need for extra carts, and helping to make recycling easier for older adults and people with disabilities.
- Single-stream recycling is easy and convenient which encourages more residents to recycle.

### **Implementation Timeline**

Greenfield residents are excellent, dedicated recyclers. The new program will be a BIG change for all of us. Residents will receive ample notice of this transition thanks to an extensive educational campaign funded by the grant award. Our Recycling Program Transformation will be implemented in two phases over a three year period.

### **Year One:**

- With grant funding, the city will hire a project assistant to work with the DPW team to help jumpstart our extensive outreach and education program. Our year-long campaign will be multi-faceted and designed to reach all residents where they are in their neighborhoods, through organizations, public meeting spaces, door-to-door, social media, tabling at events, and other avenues.
- User-friendly single-stream recycling guidelines and cart placement information will be disseminated through a multi-media campaign.
- The DPW will begin the procurement process for new vehicles and collection carts. This process will take about nine months. Our Recycling Drivers will go through a training program in the new vehicles.

### **Year Two and Year Three**

- Starting about a year from the initiation of our promotional campaign, our Recycling Drivers will be ready to roll-out the new automated single-stream collection vehicles.
- The project assistant and DPW staff will continue outreach and education efforts, to ensure a smooth program transformation for all residents. DPW staff will be ready to troubleshoot any issues during the program roll-out and assist residents in making the transition.

### **Program Finances Explained**

#### *What the EPA funding provides:*

The \$2 million EPA grant will cover the salary of a full-time Project Assistant for the three year program implementation period (\$124,800 total salary for three years (\$41,600/\$49,920 for benefits); three, 26 cu-yd Automated Single Stream Recycling Collection Vehicles (\$1,001,445) and a tractor trailer for hauling the collected recyclables to the processing center (\$344,400).

The grant will also allow us to purchase, 4,200 96-gallon single-stream carts (\$235,200) and 1,400 35-gallon single-stream carts (\$64,400). We'll purchase an Azuga GPS Subscription with video to aid in monitoring collected materials to ensure marketability and to assist with customer assistance and education. (\$5,000). We will upgrade our transfer station for efficient processing of collected single stream recyclables (\$40,317). We will also receive 10% of the total grant funding to cover "indirect costs," overhead, making copies, existing equipment, etc. (\$186,848).

#### *The City's Soft Match Contribution:*

To help make our grant proposal be more competitive, we committed to provide a "soft match" for the program. This will be done through work that DPW employees will do as a part of their daily activities. Our expert team will ensure a smooth transition to our new program, with the assistance of our grant funded, full-time Project Assistant. Salary and wages for DPW staff (includes 3 administrators, a supervisor, a foreman, 3 drivers and a loader operator) will equal \$601,208 for salary and \$259,963 for benefits over the three year implementation phase of our project.

### **Together We Can Make it Work for Everyone!**

It will be up to all of us to "recycle right" in order for our newly "Transformed Recycling Program" to be successful. Working together we can make our program foster increased recycling participation, a safer work environment for our recycling employees, and a cleaner environment for our city.

## CITY OF GREENFIELD NARRATIVE PROPOSAL

### **Criterion 1: Project Summary and Approach**

#### ***a. Overall Project Brief***

Greenfield's current recycling program is a perfect example of the change that EPA Administrator Michael S. Regan states needs to happen for our recycling system to better serve our citizens—"to transform our antiquated recycling infrastructure." With funding from the Solid Waste Infrastructure For Recycling (SWIFR) Grant Program for Political Subdivisions of States and Territories, we will be able to implement our transformative vision for our waste management system—transition our current manually sorted, dual-stream recycling collection system to single-stream using fully-automated vehicles.

Greenfield's twenty-two square miles include a mix of small-city, suburban, and rural life for our 17,652 residents. The City is a Justice40 disadvantaged community and has a poverty rate at 13.2%; our project is being submitted under Track 1. The City's Department of Public Works provides weekly curbside refuse and every other week recycling collection to all single family residences, multi-family homes up to 4 units, Greenfield Housing Authority Apartments (subsidized public housing), public schools, city offices, and some area nonprofits (Salvation Army, ServiceNet/homeless shelters). The Massachusetts Department of Environmental Protection (MassDEP) implemented waste ban rules in 1990 and recycling is mandatory in the city. On July 1, 2005, Greenfield adopted "pay-as-you-throw" variable rate trash disposal. In 2021, 3,700 tons of refuse and 1,500 tons of recyclable materials were collected in Greenfield.

Currently, residents are provided 14-gallon bins for designated dual-stream recyclables—mixed paper and newspaper in one and co-mingled glass, cans, and plastic bottles/tubs in another; cardboard is placed out loose. The city owns and operates a Solid Waste and Recycling Transfer Station where residents (and nonresidents) may drop off refuse (including bulky items), as well as a wide range of recyclable materials, including scrap metal, electronics, mattresses, food scraps/organics, paint, and more. Collected curbside recyclable materials are hauled to the city's Transfer Station and off-loaded to transfer trailers for hauling (by DPW employees) to a dual-sort materials recovery center in Springfield, Massachusetts.

Constrained city budgets, changes in the labor market (since Covid), rising fuel prices, and inflation have impacted our trash and recycling program. Research shows that automated, single-stream recycling collection will lead to collection efficiencies, reduced fuel needs, and decreased worker injuries, resulting in operational cost savings and a decrease in Workers' Compensation claims and insurance costs. The decreasing viability of manual services has become apparent. Labor costs are anticipated to accelerate as the labor market remains strapped, especially impacting strenuous jobs like waste collection. Due to existing labor shortages, we struggle to maintain our current collection routes. We are also fully aware of the hardship on our employees who strain to lift bins full of recyclables and loose cardboard from the curb to dump into their vehicle, lifting tons of materials each week. Add in unfavorable weather conditions, and the job becomes uncomfortable and even dangerous. Our new collection program will help improve employee morale, employee retention, and employee relationships with management.

Additionally, our recycling vehicle fleet is aging (7 and 15 years old); as is our transfer trailer (13 years old), and truck (24 years old). City budgetary expenditures due to necessary infrastructure replacement and maintenance, pandemic expenditures, and more recently, cost overruns due to supply chain issues, have contributed to level budgets for all departments and no funding for fleet replacement for years. Collection costs are generally lower on a per ton on average than dual stream. Data indicates that the potential savings associated with single stream collection can vary from 5% to 25%, with factors such as automation and education leading to more savings. Reconstruction of our transfer station's existing processing area will allow for increased efficiencies in our processing of collected materials.

Our residents will also benefit from our program transformation. Much of Greenfield's housing stock is older, two-three level homes, often split into one or more apartments. Currently, recycling bins need to be stored



inside or in a garage and carried to the curb. Many residents have multiple bins and in since the start of the pandemic, considerably more cardboard boxes. Residents will be able to place up to five times more recyclable materials in their substantially larger collection cart. As our existing bins do not have lids and cardboard is typically stacked beside the bins, switching to lidded carts will allow all materials to be contained in a cart, stored outside. Materials will be kept dry and on collection day, the potential for litter is also substantially reduced. Additionally, the waste cart adds to community aesthetics by giving neighborhoods a uniform look on collection day.

Massachusetts is facing increasing disposal constraints. In 2019, the Commonwealth disposed of 5,510,000 tons of waste. Our state has only six landfills — and almost all are due to reach capacity by 2030. Landfill capacity across New England will continue to shrink as more facilities close and few permits are issued for landfill expansions. Massachusetts' seven waste-to-energy facilities are also aging, leading to an increase in unscheduled downtime. Disposal costs will inevitably continue to rise. MRFs are making significant equipment upgrades and investing in automation, which will increase productivity and quality. Massachusetts Department of Environmental Protection has set a goal to reduce disposal statewide 30 percent by 2030.

We believe that with the EPA Recycling Infrastructure Grant we can become a model community for automated, single-stream collection that represents a high recycling rate, with low contamination, and generating more recovered materials for manufacturing. Implemented in concert with existing policies, including Massachusetts' landfill bans and bottle bill; Greenfield's pay as you throw and mandatory recycling requirements; and, additional recycling and food scrap collection at our transfer station, our transformed recycling program will afford collection efficiencies and cost effectiveness, and become more inclusive, more equitable, and reflect the urgency of the climate crisis. Our automated, single stream recycling program will integrates environmental planning with employee health and safety.

*b. How our project meets the requirements in Section I.G: Scope of Work and Section I.H: General Environmental Results and EPA Strategic Plan Linkage*

Our project will help us and EPA realize the vision for local governments expressed its Strategic Plan and the National Recycling Strategy. Our project will be designed to transform our community's solid waste infrastructure, to equitably reduce waste, and manage materials to help our nation provide these recovered resources for manufacturing, move toward a circular economy, and reduce greenhouse gas emissions. Locally, we will also benefit from diverting more waste and creating a cleaner, more resilient and healthier community.

➤ **Tackle Climate Change**

With increased diversion through single-stream recycling, our program will help our nation meet EPA's goal to "Tackle the Climate Crisis." We will also help to meet EPA's goal to "Ensure Clean and Healthy Air for All Communities," by reducing localized air pollution and health impacts through reduced vehicle emissions and reduced travel in our neighborhoods. In the long-term, our modernized program will help to better increase our city's "resilience and adaptation to climate change impacts."

Being able to replace our existing collection vehicles with new, automated ones will substantially reduce carbon emissions and other air pollutants. With our current collection, vehicles idle at each stop while the drivers exit the cab, pick up the curbside bins and loose cardboard, place the materials in the hopper, place the empty bins back to the curb, and then return to the cab to continue to the next stop. Our two trucks operate four days per week, making a combined total of nearly 3,200 stops. Each driver also returns to the city's transfer station once during their route to tip their materials and then return to finish their routes.

With EPA funding, we will finally be able to replace our aged vehicles and more importantly, completely transform our program to automated collection of single-stream recyclables. Using automated vehicles we will reduce the amount of time our vehicles idle at each stop. With their larger capacity, we anticipate doubling our route efficiencies to collect all materials along our two routes without having to return to the transfer station mid-route. Coupled with increased collection efficiencies and newer, more fuel efficient vehicles, our

revolutionized recycling program will lead to lower emissions and reduced greenhouse gases (approximately 710 kg CO<sub>2</sub>-equivalent avoided per metric ton of collected materials).

➤ **Become a Model for the Role of Local Government in the Circular Economy**

Our transformed recycling program will demonstrate an innovative venture for participating in EPA's National Recycling Strategy to generate clean materials for manufacturing and help our nation meet the National Recycling Goal to increase the recycling rate to 50 percent by 2030. Our program will help meet EPA's National Recycling Strategy objective to "increase collection and improve materials management infrastructure" and help our nation on its path to create a "more resilient recycling system." With our PAYT and mandatory recycling policies already in place, our transformed best management practices recycling collection will present a model for how state of the art collection, processing, and policies work together to increase clean recycling materials for manufacturing.

The funding will not only allow us to transform our system, it will also support our efforts to revisit recycling throughout our municipality to "engage in outreach efforts to increase participation in recycling." Research indicates that a transition to single-stream recycling, with automated collection, will significantly increase material volumes in (25-50%) and improve participation rates. Since 2015, our recycling tonnages of declined, transforming our program will help us bring recycling to the forefront again. Our new program will achieve greater efficiencies and help us control rising collection and disposal costs.

We will also be able to plan for methodologies to meet EPA's goal to "standardize measurement and increase data collection." We will work with EPA and MassDEP to improve our current data collection measures which will help us be able to support our program's increased collection of recyclables. We will strive to demonstrate a significant and measurable increase in the diversion, recycling rate, and quality of materials collected through our new program.

➤ **Reduce Contamination in the Recycled Materials Stream**

Increasing materials diversion is only beneficial if the materials are usable by production industries. We affirm the role of municipalities to reduce contamination in the recovered materials stream to improve the quality of our nation's recycling stream. Our project will build upon our community's strong foundation of waste reduction and recycling policies and an existing recycling program in which our participating residents and schools are dedicated to sustainable recycling and the city has an excellent relationship with our MRF Advisory Board.

Being able to roll out the program citywide will further create efficiencies in our promotional efforts. While single-stream often also leads to more inclusion of non-recyclable items in the recycling collection, research indicates that the level of recycling education/awareness plays a role in controlling the contamination of materials. Our multi-faceted outreach, education, and enforcement program, to be carried out with the aid of our grant funded project assistant, will help us to locally meet EPA's objectives to improve markets for recycled commodities, by ensuring "collected recyclable materials are clean and uncontaminated for use in manufacturing."

The first year of our project will include program planning and a promotional outreach campaign in advance of our program roll-out, to include public meetings, news articles, tabling at public events, targeted outreach and more. Our effort will focus on the environmental, social and economic benefits of recycling as a key aspect of a circular economy, how to recycle properly, the benefits of single-stream recycling, along with specifics on our move to automated collection. Our promotion will also focus on the ease of single-stream recycling, which will entice additional participants to our new program.

Funding our program revolution to automated, single-stream recycling would truly help our underserved communities to be a part of EPA's goal to Safeguard and Revitalize Communities." We will divert more materials from disposal; and, promote waste prevention and reuse; food scrap diversion; and recycling beyond

“the curb,” by accepting a multitude of recyclables at our transfer station. Indeed, EPA’s investment in helping to modernize our waste management system and promote “recycle right” in our new single-stream program, will support a circular economy through increased recovery of clean recyclable resources for manufacturing and result in reduced GHG emissions.

### ➤ **Safeguard and Revitalize Communities**

With EPA grant funding, our recycling program will enhance our city’s efforts to replace its aging infrastructure to revitalize our community and improve services for our citizens. Being able to revitalize our recycling infrastructure with automated, single-stream collection will also foster increased environmental awareness and ease of participation in recycling throughout our community. We will make it easier for more residents, including families with low incomes and our vulnerable populations of elderly, children, and those with pre-existing medical conditions, to participate in recycling. The use of 96-gallon carts in automated systems allows residents to save more materials before setting the cart out at the curb for collection. Changes to any program are a great opportunity to develop new educational materials and provide outreach to residents.

Improving worker safety with automated recycling collection will reduce the hardship on our recycling employees who now have to manually collect and sort materials from curbside bins. A safer work environment will reduce injuries related to lifting and handling recyclables, decrease lost work days, foster greater employee well-being, morale, and satisfaction, and in turn will help to improve employee retention and be a more attractive place of employment for potential workers.

*c. Project goals and objectives, implementation plan overview, steps and milestones (Note: see also attached Timeline and Milestones):*

**Goal 1:** Support EPA’s National Recycling Strategy and enhance public interest goals for conserving natural resources, reducing GHG emissions, strengthening environmental quality, and establishing a path toward a circular economy.

**Objectives:** 1) Establish a more efficient and economically successful recycling program that ensures our recycling system’s health and sustainability longevity; 2) Decrease local emissions through reduced idle time per stop; 3) Maintain or reduce recycling collection costs through automation and single stream collection.

**Steps:** 1) Plan and implement a transition to automated, single-stream collection program, including strategizing to address issues which may arise, such as snow events, managing on-street parking, etc.; 2) Develop procurement specifications for vehicle & trailer purchases; 3) Revise existing recycling code to reflect the requirements of automated collection and single-stream recycling; 4) Undertake Transfer Station redesign to accommodate larger volumes of single-stream materials to be processed; 5) Order collection carts and plan dissemination to neighborhoods; 6) Plan route adjustments to gain the optimum efficiencies with our automated collection vehicles; 7) Adopt methodologies to measure route efficiencies, fuel expenditures.

**Milestones:** 1) Steps implemented in accordance to the project timeline; 2) Two, new automated, single-stream vehicles purchased; 3) Drivers train on new vehicles and are ready for project implementation; 3) transfer trailer and chassis received; 4) Complete transfer station modifications; 5) Assemble, stage carts; begin dissemination.

**Measures:** Reduced recycling collection costs (fuel consumption); collection efficiencies; reduced employee injuries, down-time, and Worker’s Compensation claims; increased landfill diversion; use of WARM Tool for calculating GHG reductions.

**Objective:** By the end of the project (Year 3), achieve a minimum of 25% more recyclables diverted from disposal and increase participation, with limited material quality issues.

**Steps:** 1) Employ a Project Assistant to assist DPW staff in the transition to new program; 2) Research public outreach/education strategies and develop campaign plan; 3) Plan and Implement Year 1 Roll-out of a multi-faceted, city-wide promotional campaign about the new program, its benefits, program requirements—cart use & placement, single-stream “SMART Recycle,” other; 4) Begin automated, single-stream collection in Project Year 2; 5) Project Assistant will focus on making sure that residents understand proper cart management and proper cart placement to facilitate collection by fully-automated vehicles; engagement, cart tags, and refusal to collect carts will be used; 6) Project Assistant will implement quality control audits for the duration of the



project through enforcement and engagement with residents, including cart inspection/tagging, personal contact, and rejecting (highly) contaminated carts; 7) Ongoing educational outreach and enforcement.

Milestones: 1) Consult with MassDEP, Recycling Partnerships, and the Springfield MRF to discuss outreach, education, & enforcement campaign; 2) Campaign implemented, tactics include: literature, bill inserts, general advertising, media blitz, social media, website, public meetings, event tabling, on-route public education & enforcement (cart tagging), and more; 3) Following collection start-up, work with our MRF to analyze our inbound loads and pursue strategies to effectively address inbound contamination.

Measures: Recycling stops per vehicle; cost per recycling collection stop; tonnage collected; track number of carts tagged/left at curb; conduct periodic cart audits and track amounts/types; receive and review audit reports from the MRF.

Goal 2: To promote and support a comprehensive, responsive, environmentally safe, efficient, and cost effective recycling program that benefits all Greenfield citizens.

Objectives: 1) Ensure wider participation in our low-income communities; 2) Ensure increased participation by our minority residents and other vulnerable populations, including elderly and people with disabilities; 3) Promote greater equity in the ability of more people to be able to participate in local environmental action; 4) Ensure participation by residents, public schools, city offices, and area nonprofits which also participate in the City's curbside recycling program; 5) Include promotion of the City's transfer station for convenient drop-off of noncurbside recyclables; food scraps; and, household hazardous materials, electronics, tires, etc.

Steps: 1) Implement automated, single-stream recycling collection resulting in greater ease of recycling through "no-sort;" 2) Promote ease and convenience of single-stream recycling as a way of encouraging a wider diversity of residents to participate; 3) Provide larger, lidded collection carts allowing for more volume in one cart; 4) Provide a second, smaller cart (34-gallon), for elderly and people with disabilities; 5) Carts will be lidded for outside storage and on wheels for ease of mobility; 6) Adapt outreach materials to include all curbside collection services, including schools; 7) Include explanation of the benefits of switching to carts for trash, to promote wider use of the city's existing semiautomated refuse collection to reduce idle time during pick-up and help to reduce disposal costs.

Milestones: 1) Developed and implemented targeted outreach our minority residents and other vulnerable populations, outreach through Greenfield's Council on Aging and our Senior Center; 2) Outreach at neighborhood events, public meetings, and through area service organizations, including Franklin County Network; 3) Increased participation in all neighborhoods results; 4) Residents realize the benefits of automation and comply with cart set-out directions.

Measures: Increased participation measure by recycling stops per vehicle route; material volumes measured; service call increases and types of calls; number of enforcement tags left on carts; number of carts not collected and why; changes in recycling collection program costs.

*d. Time schedule for the execution of project tasks and achieving project goals and objectives by project end.*

The schedule assumes that the fully-automated operation will be rolled out all at one time. Please also see steps and milestones from above and the attached Timeline for more specifics.

Year 1: Program planning will be initiated as soon as the DPW is notified of the grant award. The first year of the project will focus on planning our transformation to automated, single-stream collection. First steps will include hiring of the Project Assistant. We will also take immediate steps to begin the procurement process for modernizing our collection vehicles and the transfer trailer and chassis for hauling collected materials from our transfer station to the materials processing facility; procuring collection carts; and, the modification of our transfer station for managing larger volumes materials for transloading. A plan for citywide distribution of collection carts will be developed. We anticipate delivery of fully automated collection vehicles to take up to nine months from the date the order is placed. When the vehicles arrive we'll begin preparation for collection by having our crew drive their routes. Collection carts can typically start being delivered around 12-15 weeks after the order is placed; we'll plan another four to six weeks for assembly and delivery to all residents, schools, and other entities along the collection routes. We will also work with EPA and MassDEP to plan and adopt appropriate tracking methodologies to measure project milestones and success.

Concurrent with our infrastructure planning and implementation will be our vital preparation and implementation for citywide outreach, education, and enforcement. As our project success is ultimately contingent increasing our resident participation and ensuring our residents participate in compliance with both the cart set-out parameters and keeping their collected materials clean, this aspect of our project will also start immediately upon award notification. Our campaign will be multi-faceted and designed to reach all residents where they are in their neighborhoods, through organizations, public meeting spaces, social media, and other avenues. We utilize and adapt MassDEP's Recycling IQ and the Recycling Partnership's resources for outreach implementation steps. MassDEP's RecycleSmart website contains fully customizable online and print materials designed to foster consistent messaging across the Commonwealth, including a Recyclopedica widget, newsletters, social media, print resources, videos, and presentations.

Years 2 & 3: We anticipate that the total implementation time needed for the City-wide recycling transformation project to be a minimum of one year. Simultaneous with the city-wide automated, single-stream collection start, our Project Assistant will work to implement quality control audits for the duration of the project (Year 2 & 3) and implement our planned enforcement and engagement with residents, including cart inspection/tagging, personal contact, and rejecting (highly) contaminated carts. Ongoing educational outreach and enforcement to ensure compliance will be maintained through the project, and continue for program sustainability (see below). We will also engage with the MRF to analyze our inbound loads and pursue strategies to effectively address inbound contamination issues that arise. We will begin data collection at the start of collection and prepare reports to EPA as required.

## **Criterion 2: Environmental Justice**

*a. How the project benefits communities including those that have experienced a lack of resources or other impediments to addressing the impacts identified above that affect their community:* Greenfield is the only City in Franklin County and the only community with over 10,000 residents. The city is the county seat and serves as the governmental and commercial center of the county. Franklin County is one of the poorest counties in Massachusetts, with Greenfield having the county's highest poverty rate at 13.2%; 9% of our residents do not have a high school equivalency and 35% do not have a Bachelor's or higher. In Greenfield, 63% of public school students are economically disadvantaged. While 86% of our adults are white, we have a growing Latino population, now at 6.6%. As evidenced by our High School enrolment, our minority population is growing—20.7% of students are Hispanic, 3.1% African American, 2% Asian and 6.2% Multi-Race. Within the planning and implementation of our program we will strive to consider and address the reality that disadvantaged people have many struggles to grapple with in their daily lives. We hope that our program will make participation in recycling easier for all our residents and foster greater awareness about the importance of individual action for preserving our planet's resources.

Greenfield's existing policy of "pay per bag" disposal and free curbside recycling collection, along with mandatory recycling and the state's bottle bill are designed to promote waste reduction and recycling. We know that our monumental program change, especially the transition to automated collection, will not be easy and it will require that our residents fully comply with the new collection requirements. Our year-long promotional and enforcement campaign will be designed and implemented to promote all of the benefits of both automated collection and single-stream collection, along with EPA's vision for building a circular economy to help our nation tackle climate change. Since our curbside collection is provided at no cost to all schools, it provides an important service for our community—helping the schools reduce their waste and helping our students learn about the importance of recycling. A lesson they hopefully take home to their parents. Our curbside service is also provided to the Greenfield Housing Authority's Elm Terrace, providing 108 subsidized apartments for qualified elderly and disabled persons and some area nonprofits, including a homeless shelter.

Greenfield has a high percentage of people over 65 (23.2%), and our older population is projected to continue increasing. Additionally, 15.5% of Greenfield residents have a disability, including 6.2% with ambulatory difficulty. These individuals and our many working families, especially those with lower incomes, often



working more than one job, juggling childcare, and struggling trying to manage their daily demands, will find participation in single-stream recycling to be easier, more convenient, and less time consuming. They will also benefit from a larger cart and not having to carry out multiple bins to the curb. Instead of having to carry or drag multiple recycling bins from their homes, often downstairs, residents can more easily roll their carts to the curb.

*b. How we will engage with our residents who will be affected by the project and ensure their meaningful participation with respect to the design, project planning, and performance of the project*

As outlined in our goals, steps, and milestones, we will embark on a one year multimedia outreach campaign to engage and educate our residents. The goal of the Project Assistant's work will be to work with the Project Team to develop and implement a promotional and enforcement campaign to ensure that we not only keep our materials clean for manufacturing, but also persuade more of our residents to participate. Our multi-faceted campaign will include social media and website postings, news releases, tabling events, newsletter postings, and more.

It is imperative that we frame our outreach for all of our residents, this will include reaching our Spanish speaking residents, our elderly, youth, working families, and those with lower incomes. We will design our information for targeted audiences. We'll strive to reach our residents in their communities and places where they frequent, including events. Our Senior Center will provide an opportunity for reaching seniors and our library is a hub for many residents. We have numerous service agencies we will also work with to promote our program. Ease of recycling at home and at our schools will be a key driver in increasing our recycling rates. With our project promotional campaign, we will include avenues of personal contact with our residents, through tabling, community meetings, public hearings, staffed service phone line, "oops tagging," and other proactive engagement methods to successfully overcome the challenge of balancing convenience and efficiency while maintaining a high-quality end product with minimal contamination. Environmental issues are important for youth. We will harness the opportunity to reach out to our schools and our Recreation Department with outreach about our new program and the role that recycling plays on reducing greenhouse gases and making our community a better and cleaner place to live. Our new program and a dedicated full time staff to work on promotion will help us raise recycling awareness to a new level.

### **Criterion 3: Performance Measure – Anticipated Outputs and Outcomes**

➤ *Activity Funded: Purchase of two, automated single-stream recycling vehicles; one truck and trailer; modification of our transfer station for single-stream collection; and collection carts*

**Outcomes:** Reduced recycling collection costs (fuel consumption); collection efficiencies and increased recycling stops per vehicle result; less wear and tear on our roads; worker injuries, down-time, and Worker's Compensation; employee moral increases; employee retention improves; recycling drivers finish their routes earlier to assist in other duties at the transfer station; increased landfill diversion/increased tonnage collected; increases in participation; cleaner neighborhood streets, uniformity of carts; materials kept dry; program makes it easier for all residents to recycle.

**Outputs:** Transition to automated, single-stream collection using larger, lidded, easy-to-move carts on wheels; ability to process increased loads of materials for transloading to the processing center.

**Outcomes:** A cleaner and more sustainable environment through reduced local air emissions and reduced GHGs

**Outputs:** Larger collection vehicle efficiencies results in doubling of vehicle collection, without returning to tip at the transfer station; vehicle idle time at each stop is reduced; new vehicles produce less emissions and have better fuel consumption; use of WARM Tool for calculating GHG reductions.

➤ *Activity funded: Hiring of a full-time Project Assistant for the 3-year project duration*

**Outcomes:** Citywide recycling participation increases and collected materials have a low level of contamination, thereby increasing waste diversion and providing clean materials for manufacturing

**Outputs:** Project Assistant is hired and multi-faceted, citywide promotion and enforcement campaign is implemented; enforcement involves cart "quality control audits" to keep down levels of contamination; track amounts/types; tags are left on carts; carts found to have large amounts of unacceptable material may be left

without pickup; similar enforcement on proper cart placement for collection will also be implemented; track number of carts tagged/left at curb; receive and review audit reports from the MRF; Increased participation measured by recycling stops per vehicle route; material volumes measured; service call increases and types of calls.

#### **Criterion 4: Programmatic Capability and Past Performance**

##### *a. Past performance in successfully completing and managing the assistance agreements*

Currently, the Department of Public Works is managing the following grants: MassDEP Asset Management Grant (\$87,634) to catalog its water and sewer infrastructure and develop a comprehensive asset management plan that will guide future upgrades and proactively identify potential trouble spots; Ch 90 local aid road funding FY 2024 (\$631,445); FEMA Hazard Mitigation Grant for installation of Generator at the Millbrook Wellfields (25% match with cash and in-kind services-total project cost \$228,007); FY22, MassDEP Sustainable Materials Recovery Program (\$22,600) for its recycling activities. The City's Fire and Emergency Management Department has been awarded: FY'23 USDA, Emergency Rural Health Care Grant Program, Track One: Recovery Grant (\$987,000). The Fire Department has received numerous FEMA grants; the Community and Economic Development Department administers CDBG funding and is awarded \$825,000 per year; other federal and state grants have been awarded to various departments over the past three years.

##### *b. History of meeting the reporting requirements under the assistance agreements identified in response*

The Department of Public Works has submitted acceptable final technical reports under the above agreements. DPW staff have adequately and timely reported on the Department's progress towards achieving the expected outputs and outcomes under the agreements.

##### *c. Organizational experience and plan for timely and successfully achieving the objectives of our project*

The mission of the Department of Public Works is to maintain city infrastructure, which consists of city streets, sidewalks, water, sewer, storm water systems, and solid waste management, along with physical assets, to ensure quality of life and public safety, and to manage the condition of these assets to the best of our ability. The DPW employees have the depth of knowledge and experience required to keep our city running and to plan and manage programs to modernize and sustain the future of Greenfield. Our Engineering Division provides technical support for DPW projects, prepares plans, specifications and bidding documents for town infrastructure construction projects; ensures compliance with federal, state, and local regulations relative to bidding contracts and the procurement of services, and more. The Highway Department is responsible for the maintenance of all city roadways, sidewalks, curbing, parking lots along with guardrails, stairs, walls and fences. The Water Distribution and Water Facilities Divisions are responsible for the operation and maintenance of the city's water supply, treatment and distribution operations, and the Sewer/Drainage/Wastewater Treatment Division is responsible for the operation and maintenance all sewer and services, and the City's Water Pollution Control Facility. The Solid Waste Division provides curbside trash and recycling collection and operates the City's Transfer Station.

##### *d. Staff expertise/qualifications, knowledge, and resources or the ability to obtain them, to successfully achieve the goals of our project*

Greenfield's Project Team is fully qualified to plan, develop, and implement the Project.

- *Marlo M. Warner II, Director of Public Works*, oversees all Department Divisions, personnel, budget preparation, and day-to-day operations. As the Director, he will be integral to overall planning, implementation, management, and assessment of our project. He will take the lead in identifying and responding to community and organizational issues, concerns and needs and be responsible for hiring the Project Assistant. He will work with the Project Team on data collection and reporting. Mr. Warner worked for 16.5 years in both labor and management positions, including the Solid Waste Program for Greenfield DPW. He left in 2016, to become the DPW Director for Hadley, Massachusetts. He returned to Greenfield in 2018 to head up the Department.
- *Sam Urkiel is the DPW Deputy Director*. He's been with the department for a combined total of 8 years. While in high school he worked as a summer help employee at the transfer station, collecting downtown street cans, cleared fence lines, painted tip walls, and stripped mattresses for recycling. He also worked as

an Engineer Technician for 3.5 years where he assisted with GIS route efficiency projects. As the Field Superintendent he oversaw daily operations assisted with route coverage, reliable consistent collections and management of the transfer station. He will directly oversee project planning and management and will interface with the project team to manage and oversee all aspects of the project. He will directly supervise the Project Assistant.

- *Lenny Fritz, Assistant Field Superintendent*, directly oversees the Waste Management and Recycling program. He is responsible for ensuring that the day-to-day waste and recycling collection and transloading run smoothly, along with the Transfer Station operations. He manages all personnel for these operations. Mr. Fritz will be directly involved with Project planning, management, and implementation. He will specifically be responsible for orchestrating the transition of operations and crew to automated, single-stream collection. He has 16 years experience at the transfer station and he has performed all the duties associated with the Solid Waste Division during that time.
- *Janine Greaves, Office Manager/Recycling Coordinator*, has been the “public face” of the Department since 1987. She handles incoming calls, including questions about recycling. She is responsible for completing the City’s annual Recycling Dividend Grant application. She also handles billing and is responsible for recycling tonnage reporting. She will work closely with the Project Assistant to answer citizen questions and concerns about the new program and will interface with the Team on data collection and reporting.
- *Athena Lee Bradley, Grant Writer/Manager* has 30 years of experience in materials management. She has written many successful grants, including EPA proposals, and was responsible for project management. She will work with the Project Team and EPA on establishing practical data collection methodologies to reflect our project progress. She will be responsible for completing required project reports.
- *The Crew Chief* is responsible for the day to day operations of the Transfer Station, curbside collection and all other associated work, including scheduling deliveries of trash, recyclables and other materials to disposal/processing destinations. He schedules, substitutes and oversees solid waste and recycling operators on route collections as needed.
- *The Equipment Operator position is responsible for daily operation of the front end loader*. His duties include spot checking recyclable materials brought into the transfer station and loading the trailers for transfer to the processing center.
- *The Senior Equipment Operator (two positions)* maintains and performs basic repair of all transfer station equipment. They must operate Class A tractor trailer and any other equipment necessary for transfer station operations and replace solid waste and recycling operators on route collections, as needed.
- *W-8 Laborer (Four Positions)* must be able operate a range of vehicles and equipment, including refuse and recycling trucks, and a front end loader.

#### **Criterion5: Budget and Expenditure of Awarded Grant Funds**

*Please see attached Budget Table and Description.*

**Criterion 6: Project Sustainability:** Our project sustainability will be founded on our current participant “low contamination” recycling practices, mandatory recycling, and pay per volume waste collection. One year of planning and implementation of an extensive educational campaign before launching our new recycling program will allow our project to embark on a sustainable and successful path. Proactive and positive enforcement to promote compliance with recycling guidelines, coupled with and two years of full automated, single-stream collection will allow us to address issues and make any modifications to ensure program sustainability. As single-stream recycling often raises concerns about contamination, in order to maintain public confidence and support of our new program, we will work with our MRF processor to be transparent regarding the actual fate of materials being collected for recycling. In addition to our ongoing public engagement campaign, we will work to rally citizen activists to help engage in promotion of the benefits of our new program. Our project data methodologies will be continued to indicate project success and to promote to our residents and schools to enhance continued support and further increase program participation.



As driver efficiencies due to automation will occur, we will have drivers train with the Project Assistant to be able to carry out with enforcement efforts once the project ends and if we do not have the funding to retain the Project Assistant. We know that the current single-stream recycling processing cost is higher than dual-stream recycling. We feel that these costs will be partially off-set by higher material volumes we anticipate by going single-stream and providing larger collection carts, as well as continued cost control through achieved program efficiencies. We also feel that as more communities go single-stream, the options for dual-stream recycling will inevitably become more limited and expensive. We will apply for MassDEP Recycling Grants to be used to supplement our program if needed.

**Criterion 7: Innovative Approaches and Solutions:** Our city presents an opportunity for EPA to help us develop a model for successful recycling in a small city in Massachusetts' most rural county. Greenfield's existing policy of "pay per bag" disposal and free curbside recycling collection, along with mandatory recycling and the state's bottle bill are designed to promote waste reduction and recycling. However, our monumental program change, especially the transition to automated collection, will not be easy and it will require that our residents fully comply with the new collection requirements. Our innovative model program begins with our staff expertise to fully-implement the operational side of our transformation from manual, dual-stream to fully-automated, single-stream recycling collection. Our grant funded Project Assistant will fully support our efforts by working with us to develop a multi-faceted public promotion campaign on: 1) Automated Collection Specifics; 2) Single-stream recycling specifics; 3) other diversion opportunities, including materials accepted at our transfer station; food scrap collection options. Our year-long promotional and enforcement campaign will be designed and implemented to promote all of the benefits of both automated collection and single-stream collection, along with EPA's vision for building a circular economy to help us achieve project goals our nation tackle climate change. Our program will be based in established and documented strategies for success, including MassDEP's Recycling IQ Kit and RecycleSmart campaign and the Recycling Partnership's tools. We will consult with staff from these two entities, as well as our MRF staff as we plan and implement our program. We'll also develop our data collection methodologies with their input and EPA's to ensure quality inputs for measuring our project success.

**Criterion 8: Replicability:** Our project best practices, challenges, solutions, and data will be well documented in our EPA reports and promotion to our residents. As noted, our public outreach and enforcement will be informed by public available campaigns; our adaption of these tools—flyers, news releases, and social media posts for use in our communities—will be documented. Our promotional and enforcement campaign and timeline will be a working document which will provide an opportunity for replication as well. Our measures for environmental impacts, collection costs/savings, processing costs, participation rates, materials diverted, etc. will be compiled and made publicly accessible. Important in our community, and undoubtedly in others, is our higher percentage of elderly, people with disabilities, and people living with low incomes, along with the more rural nature of our city, and its changing demographics which reflect a growing Latino population. These demographics and our program outreach engagement with these communities will also be a strong component of our model program.

**Criterion 9: Leveraging:** In addition to our Project Team and cost-share (see above and attached budget documents), our existing Transfer Station existing equipment/buildings that we have that are used for the curbside recycling program. One existing, transloading recycling trailer and truck for hauling materials to the MRF for hauling, will be used for project implementation. Our front-end loader for pushing collected materials into the trailer will also be integral for use in our project. One of our manual, dual-stream recycling truck to be replaced through the project will be kept for a back-up vehicle. Our one ton dump truck will be used for hauling carts for delivery to residents. Our onsite storage containers and off-loading area will be used for assembling, storage, and staging for new carts. We also have existing carts in place at our schools and nonprofits which will be used in our new program. Our fully-equipped maintenance building, tools, and equipment will be use for routine tune-ups and maintenance for the new trucks.

# Fwd: John Lunt GCET

**Kathy Scott**

November 9, 2023

to me, Quinn

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

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

From: **Councilor helie** <[councilor.helie@greenfield-ma.gov](mailto:councilor.helie@greenfield-ma.gov)>  
Date: Thu, Nov 9, 2023 at 3:00 PM  
Subject: Fwd: John Lunt GCET  
To: Kathy Scott <[kathy.scott@greenfield-ma.gov](mailto:kathy.scott@greenfield-ma.gov)>

Kathy,

See below. Not sure if Dan passed along this request.

Looking to have John Lunt attend the next council meeting to provide updates.

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

From: **Councilor helie** <[councilor.helie@greenfield-ma.gov](mailto:councilor.helie@greenfield-ma.gov)>  
Date: Wed, Nov 1, 2023 at 2:15 PM  
Subject: John Lunt GCET  
To: Councilor Guin <[councilor.guin@greenfield-ma.gov](mailto:councilor.guin@greenfield-ma.gov)>

President Guin,

Since I can not get an answer from John via email can we request him to attend the next city council meeting to discuss GCET plans for distribution throughout the city?

I was told precinct 9 would have GCET by early summer 2023. We do not have it still....

## PUBLIC HEARING

In accordance with Home Rule Charter, the Greenfield City Council will hold a public hearing on Wed., November 15, 2023, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom:

<https://greenfield-ma-gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09>  
Meeting ID: 978 1726 8506, to receive public input on the following:

- Repurpose \$289,000 authorized for Police Station Upgrades to Dispatch Communication System.
- Approve payment of \$12,707.40 for FY23 Energy Millbrook Solar Invoice from FY24 Energy Millbrook Solar Account 5209.
- Approve payment of \$50,829.58 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Sewer Enterprise from FY24 WPCF Millbrook Solar Account 5209.
- Approve payment of \$21,178.99 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Water Enterprise from the FY24 Water Enterprise Millbrook Solar Account 5209.
- Approve payment of \$15,038.75 for FY23 Doherty, Wallace Pillsbury and Murphy PC Invoice from FY24 Legal Town [City] Account 5302.
- Approve the Memorandum of Understanding (MOU) between City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) and transfer \$25,200 from Contract Stabilization for Parks Permanent Salaries/Wages Full Time line item 5111 (\$15,200) and Wages-Custodians line item 5113 (\$10,000).

The City Council may consider the same on Wed., November 15, 2023, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09> Meeting ID 978 1726 8506. Materials can be obtained from the City Clerk's Office, 14 Court Sq. from 9:00 a.m.-4:00 p.m., Mon. - Fri. or phone 413-772-1555, x. 6163.

## **City Council – Second Reading- November 15, 2023**

- Repurpose \$289,000 authorized for Police Station Upgrades to Dispatch Communication System.
- Approve payment of \$12,707.40 for FY23 Energy Millbrook Solar Invoice from FY24 Energy Millbrook Solar Account 5209.
- Approve payment of \$50,829.58 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Sewer Enterprise from FY24 WPCF Millbrook Solar Account 5209.
- Approve payment of \$21,178.99 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Water Enterprise from the FY24 Water Enterprise Millbrook Solar Account 5209.
- Approve payment of \$15,038.75 for FY23 Doherty, Wallace Pillsbury and Murphy PC Invoice from FY24 Legal Town [City] Account 5302.
- Approve the Memorandum of Understanding (MOU) between City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) and transfer \$25,200 from Contract Stabilization for Parks Permanent Salaries/Wages Full Time line item 5111 (\$15,200) and Wages-Custodians line item 5113 (\$10,000).

Tax Classification  
PUBLIC HEARING

The Greenfield City Council will hold a public hearing on Wednesday, November 15, 2023, at 6:30 pm, to adopt a residential factor in accordance with the provisions of Massachusetts General Laws, Chapter 58, Section 1A, which shall be used by the Board of Assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property.

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

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

Daniel Guin, Greenfield City Council President

***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 APPOINTMENT BY THE MAYOR TO THE PLANNING BOARD: SARAH BROWN-ANSON, FOR A THREE YEAR TERM TO EXPIRE DECEMBER 31, 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: November 8, 2023**

**RE: Novembers Appointment to City Boards and Commissions -**

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

Appointments:

- Sarah Brown-Anson; Planning Board; December 31, 2026

Mayor Roxann Wedegartner

*Roxann Wedegartner*



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



Ms. Sarah Brown-Anson  
24 Spring Terrace  
Greenfield, MA 01301  
sbrownanson@gmail.com  
413-475-4559

November 1, 2023

Dear Mayor Wedegartner:

I am writing to express my interest in serving on the Planning Board. I am a resident of Greenfield and not currently serving on any other city boards or commissions.

I received a Master of Public Policy and Administration degree from UMass Amherst in 2019. I not only acquired strong background knowledge in the functioning of government, but I also had hands-on experience planning and implementing a project for a local non-profit organization. I would love to put my knowledge and skills to work for the citizens of Greenfield.

I am already active in the community through my attendance and participation in government meetings and presentations, especially the recent meetings related to the downtown revitalization efforts and the Main Street redesign project.

The Planning Board is of particular interest to me because its responsibilities related to developmental review and zoning. These are some of the most important areas where public policy meets actual projects that may impact our community for years to come. I also have a strong personal interest in the policy research involved in long range planning efforts. I want to help our city continue to grow and develop in meaningful ways through the work of the Planning Board.

Thank you for considering me for this important position.

Sincerely,  
Sarah Brown-Anson

**Order no. FY 24-033 A**

**CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS**

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

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

***The City Council,***

***Move that it be ordered,***

That the City Council adopt a minimum residential factor of 1(one), resulting in an equal Tax Rate for all classes of property for the Fiscal Year 2024.

Majority vote required

VOTE:

Explanation of supporting rationale:

**Order no. FY 24-033 B**

**CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS**

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

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

***The City Council,***

***Move that it be ordered,***

That the City Council votes that no Residential Exemption be adopted for Fiscal Year 2024.

Majority vote required

VOTE:

Explanation of supporting rationale:

**Order no. FY 24-033 C**

**CITY COUNCIL ORDER City of GREENFIELD MASSACHUSETTS**

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

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

***The City Council,***

***Move that it be ordered,***

That the City Council votes that no Small Commercial Exemption be adopted for Fiscal Year 2024.

Majority vote required

VOTE:

Explanation of supporting rationale:

**Backup Documentation will be forthcoming**

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

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

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

***The City Council,***  
***In accordance with MGL Ch.30B, sec. 12(b),***  
***Moved that it be ordered,***

THE GREENFIELD CITY COUNCIL AUTHORIZES THE GREENFIELD PUBLIC SCHOOLS TO TAKE PART IN A COLLECTIVE SCHOOL TRANSPORTATION BID WITH OTHER FRANKLIN COUNTY SCHOOL DISTRICTS FOR A CONTRACT DURATION OF UP TO FIVE YEARS.

Majority vote required (7)

VOTE:

Explanation of supporting rationale:

Correspondence from the School Superintendent and Committee Chair  
Inspection General Guidance

## Christine DeBarge

to Business, Kathy, Amy, me, Christine, Councilor, Diana

Good morning All,

As previously shared, the Greenfield Public Schools transportation contract is expiring. Greenfield, in addition to eight other Franklin County cities and towns, are working with FRCOG to post a consolidated transportation bid in the interest of shared cost savings.

There are two steps in the process for going out to bid for transportation.

The first part of the process is in regard to Bus Procurements. Bus procurements must comply with M.L.G. c.30B, the provisions of which are enforced by the Inspector General. The Inspector General issued guidance regarding the length of bus procurement contracts in March of 2012 (enclosed). It specifically provides that:

***When drafting your specifications specify the length of the contract and include a rule for award.***

*If you plan on entering into a school bus contract that exceeds three years (including any renewals, extensions or options), you must ensure that you get majority vote approval from your local governing body prior to awarding the contract.*

This means that the Committee can enter into a contract for bus services for three (3) years or less in length without the approval of the local governing body (in this case the City Council). In the situation at hand, the City Council would need to vote to allow the School Committee to contract for a five (5) year transportation contract, as it exceeds the three (3) year threshold.

The bid has already been posted with an award date of December 7th. There is still a period during which an addendum could be included if the Council chooses not to approve the five (5) year contract term. Following the award of the contract, the final contract would then be presented to the Mayor for a recommendation, then to Ways and Means and then to the City Council for a vote to approve the final contract.

I hope this context is helpful. Please let me know if you have any questions.

Sincerely,

Christine

## **Kathy Scott**

to Diana, Amy, me, Christine, Councilor, Christine, Andy

Chairperson Proietti,

President Guin acknowledges your request.

Please forward information from the "Franklin County group looking to bid transportation services" designating that the Council is the requested authority for this action.

President Guin also requested that the Finance Director be included in this email.

Thank you Kathy

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

## **Agenda Item for City Council**

## **Amy Proietti**

to me, Kathy, Christine, Councilor, Christine, Andy

Good afternoon.

I am re-submitting this request for the November City Council agenda:

The Greenfield Schools are part of a Franklin County group looking to bid transportation services. The group would like to do a 5-year contract but we each require approval from our respective funding bodies.

Can we please get the following on the Council agenda?

*"In accordance with M.G.L. Ch.30B, sec. 12(b), we are asking for the City Council to authorize the Greenfield Public Schools to take part in a collective school transportation bid with other Franklin County school districts for a contract duration of up to five years."*

Thank you,

--Amy P.

Amy L. Proietti  
Greenfield School Committee, Chair

# Massachusetts Office of the Inspector General

## Procurement Bulletin

Volume 18, Issue 1

March, 2012



### **Free and Low Cost Procurement Training Options**

Making sure your M.G.L. c.30B procurements are done right the first time is important, especially when budgets are tight. If you are looking for a free or low cost way to brush up on your procurement knowledge, which you can do at your own pace in the comfort of your office, access our online course, *Bidding Basics: M.G.L. c.30B* at the OIG's website.

This course is helpful for anyone looking for basic procurement training, for a refresher course, for introducing a new hire to M.G.L. c.30B, or to offer to a group. The training will provide an overview of the rules applicable to the acquisition of supplies, services and real property, the disposition of supplies and real property, proprietary specifications as well as sole source and emergency procurements. Additionally, you may earn 2 MCPPO recertification credits upon evidence of completion. The course takes approximately 2-3 hours to complete. It has been designed to be completed through Performance and Career Enhancement (PACE), the Commonwealth's web-based Learning Management System (LMS), or at your standalone computer using a Compact Disc (CD). PACE should be accessible to any entity with an Internet connection. But if you don't have an Internet connection, contact our office to purchase the disk for \$15.00. The disk also provides an opportunity to present the course to a group of municipal officials at the same time. Upon registering with the office, you will be issued a PACE Login ID and Password so you may access the system for free. For more information, or to register for this course, visit our website at [http://www.mass.gov/ig/mcpopo/bb\\_online.htm](http://www.mass.gov/ig/mcpopo/bb_online.htm).

Another helpful tool available for \$75.00 is our *Drafting a Model IFB* course. With this option you will draft your own invitation for bids, using a template provided to you on a compact disk. Upon completion, you will send in your model IFB to be reviewed by a Chapter 30B attorney. After you have completed the course, you will be able to use the template when drafting your own procurements. Upon proof of completion you will receive two (2) MCPPO recertification credits. To receive a copy of the disk, please fill out the MCPPO registration form available on the office's website and mail in your payment of \$75.00.

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### **Charter School Lease Improvements and Prevailing Wage**

In response to inquiries regarding the applicability of the Massachusetts Prevailing Wage Law, M.G.L. c.149, §§26-27, to construction projects performed by charter schools in connection with leases of private buildings, the Department of Labor Standards (DOLS) issued Letter PW-2012-02-02.22.12 on February 22, 2012. The opinion letter provides guidance to charter schools that enter into leases of private buildings, including build out of the leasehold premises, for the purposes of using the premises as a school. DOLS's Letter No. PW-2012-02-02.22.12 is available at its website at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/opinion-letters/2012/pw-2012-02-02-22-12.html>.



### Domain Names, Acquisition of a Top Level Domain Name Under M.G.L. c.30B

Unless an exemption applies, M.G.L. c.30B covers most - but not all - local government transactions relating to the procurement of supplies and services, the disposition of surplus supplies and acquisitions and dispositions of real property. It does not apply to procurement transactions where a right procured is neither a supply nor a service within the meaning of M.G.L. c.30B, §2. ("Supplies" are "all property, other than real property" and "services" are "the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports.")

For example, the OIG recently received an inquiry about whether the procurement of a top level domain (TLD) is subject to M.G.L. c.30B. User domain names are located in one of many possible libraries, e.g. ".com," ".net," ".org," which are known as TLDs. The OIG therefore might, for example, want to have a TLD like ".maoig" as a proprietary TLD website address. To register for a private library, however, a registrant must file an application with the sole U.S. company that licenses TLDs, and pay an application fee.

Upon review, the OIG concluded that an application to register a proprietary TLD would not constitute procurement of a supply or service under M.G.L. c.30B. Pursuant to an agreement with the U.S. Government, one company administers TLDs and is the sole issuer of TLD application approvals. Based on these facts, the OIG concluded that the application for assignment of a TLD is more like the registration of a patent or a trademark than the procurement of a service or supply, so M.G.L. c.30B did not apply.

Other examples of where the subject of a contract is not a supply or service are advertising and naming rights. A governmental body may grant naming rights to an athletic field or auditorium without following M.G.L. c.30B since naming rights do not fit the definition of a supply or service subject to M.G.L. c.30B. Please feel free to call the OIG's M.G.L. c.30B line (617.722.8838) for assistance in making this determination.



**Attention Public Purchasers:** Join us at the MASSbuys EXPO May 2<sup>nd</sup> at the DCU Center in Worcester, MA to learn about best practices in public procurement and cost-saving products and services available on Statewide Contracts. MASSbuys is the largest Business to Government (B2G) event in the Commonwealth designed exclusively for public purchasing officials and statewide contractors. Visit us in the Government Resource Center; a collaborative effort between state agencies and public employee associations intended to bring together government and association experts to provide attendees with useful information and resources from across the Commonwealth. Attend two workshops hosted by the Office of the Inspector General: "Photovoltaic Systems – Procurement Considerations" and "Chapter 30B Basics and Beyond." Connect, collaborate, and communicate with Commonwealth purchasing officials at MASSbuys! Attendance and round-trip transportation is free. Pre-registration is required. To register, please visit: [www.mass.gov/osd/massbuys](http://www.mass.gov/osd/massbuys).



### Special Requirements for School Bus Transportation Contracts

School bus transportation is a service subject to M.G.L. c.30B. However, you must consider other statutes in addition to M.G.L. c.30B when contracting for school transportation. For example, M.G.L. c.71, §7A provides that municipalities shall be eligible for reimbursement for busing expenses approved by the Department of Elementary and Secondary Education subject to certain requirements. These include a requirement that the school bus drivers be paid prevailing wage under certain circumstances and that the contract be procured in accordance with M.G.L. c.30B, §5. Reimbursement is subject to appropriation by the Legislature and to approval by the state treasurer.

M.G.L. c.71, §7A provides further that, regardless of whether a municipality is seeking reimbursement, municipalities or districts with a population of 16,000 or more shall only award school bus transportation contracts based on the prevailing wage. The prevailing wage law is administered by the Department of Labor Standards (DOLS) within the Department of Workforce Development and is found at M.G.L. c.149, §§26-27. The prevailing wage rate, based on collective bargaining agreements in effect in the area where a municipality or district is located, is the minimum wage payable under a public contract for a specified service.

Municipalities can request a bus driver prevailing wage rate schedule from DOLS. The schedule needs to be included with your solicitation so vendors can calculate an accurate price. Note, however, that rate schedules are only effective for 90 days, so your submission date should not be after the rate schedule expiration date, or you will have to obtain a new schedule. For multiyear contracts, the initial rate schedule will apply for the base term, but any renewal or option term requires a new rate schedule. You must provide updated rate schedules to your contractor before contract is extended.

Regardless of whether or not the school district seeks reimbursement, it must include a requirement that drivers be paid the prevailing wage in the solicitation documents and the contract. Since the prevailing wage requirement only applies to contracts between a public entity and a private contractor, municipalities and districts that provide school bus transportation in house do not have to pay the prevailing wage.

#### Verizon New England has Agreed to Pay \$800,000 for Overcharging Municipalities

In June 2009, the OIG learned that Verizon New England (Verizon) had been overcharging municipalities for Centrex telephone service since 2006. Emails sent to the state Operational Services Division showed that Verizon was alerted to the billing problem by an outside consultant in the summer of 2006. Emails also showed that Verizon had promised to fix the problem and refund its customers within months.

Instead, Verizon only refunded the customers who noticed their inflated bills and complained. Because of the complexity of Verizon's bills, fewer than half of Verizon's municipal customers noticed the error. From 2006 until 2009, Verizon refunded some \$1.5 million to its municipal customers.

After the OIG began its investigation in 2009 Verizon quickly refunded another \$1.5 million to its municipal customers. The OIG brought its investigation to the Office of the Attorney General in October 2009. In December 2011, Verizon agreed to pay an additional \$800,000 in interest and penalties to settle the case.

Under the settlement Verizon is responsible for making its municipal customers whole by returning approximately \$400,000. Current and former Verizon Centrex customers should call the company to discuss the refunds.

### Tips to Avoid School Bus Contract Bid Protests

Obtaining school bus services is one of the most challenging M.G.L. c.30B procurements. It requires a substantial amount of time and effort but, when done effectively, can offer tremendous benefits. Below are some suggestions you may want to consider for inclusion in your next school bus services procurement:

#### **When drafting your school bus service specifications include your actual or estimated need.**

M.G.L. c.30B, §12(c) requires that for contracts of more than one year local awarding authorities provide actual or estimated quantities of supplies and services in their specifications. If that section applies, you must provide vendors with actual or estimated routes, the number of children to be transported, the number of buses for a specified amount of days and other relevant figures that a vendor will need to prepare a bid or proposal.

#### **When drafting your specifications specify the length of the contract and include a rule for award.**

If you plan on entering into a school bus contract that exceeds three years (including any renewals, extensions or options), you must ensure that you get majority vote approval from your local governing body **prior** to awarding the contract.

Include an extension or renewal clause in your specifications if you believe that you may want to extend the contract longer than the base term. With school bus services contracts of longer than one year you must specify a rule for award so there are no difficulties in determining the lowest responsive and responsible bidder.

#### **Other requirements to consider for your specifications.**

As part of drafting your specifications, you should take the time to consider:

- Whether your jurisdiction will require new buses or will allow used buses no older than a certain number of years or that do not exceed a certain mileage limit;
- Whether there are any challenges in completing any routes;
- What bus safety features your jurisdiction needs;
- What training and public safety features you require from a contractor;
- What garaging requirements, if any, your jurisdiction has.

By not specifying a requirement for the desired age of the buses, for example, you may be forced to award the bid to a low bidder whose buses are older than you would have preferred.

#### **Include a fuel adjustment clause in the contract.**

Fuel prices are extremely volatile, and if you do not include a fuel adjustment clause, you are requiring your contractor to assume the risk of cost increases. On the other hand, if there is no adjustment clause you will receive no benefit if fuel prices decrease. When a bidder calculates its bid, it will take this risk into consideration, which will most likely result in an inflated bid (to cover the risk). To obtain a more realistic bid, your invitation for bids should specify a formula to be used in calculating the contract price adjustments to which you and the contractor will be entitled. Under such a formula, the cost of fuel will go up and down based on the market, and neither party will carry sole risk of market changes. You should use a published index of wholesale fuel prices, and include the title of the index in your invitation for bids. See [www.mass.gov/ig/mcppo/schbids.pdf](http://www.mass.gov/ig/mcppo/schbids.pdf) for sample fuel adjustment clauses.

Continued on Next Page



Tips to Avoid School Bus Contract Bid Protests cont'd

**Allow your jurisdiction enough time to procure school bus services.**

Procuring school bus services contracts can be very challenging. Contingencies may arise that require bid specifications to be changed and due dates to be extended. Evaluation of bids also takes time. Sometimes during the evaluation process issues arise that require a new bid process.

When planning your transportation services contract leave enough time to conduct a full bid process. It is vitally important for a school district to anticipate all possibilities and begin a procurement planning process with ample time to handle any and all reasonable procurement contingencies.

**Hold a pre-bid conference.**

Holding a pre-bid conference will allow prospective bidders to ask questions about the invitation for bids and raise any possible concerns that the bidders may have. At the conference, the awarding authority may discover that addenda should be issued to address mistakes in the specifications or to provide further clarity. By addressing these issues before the bid due date, you will reduce the likelihood of a bid protest and/or possible rebid. All questions asked and answers should be faxed or sent to all entities that picked up the bid specifications.

.....

**CHAPTER 30B FAQ's**

**Q1. I am a school business manager. What items can I purchase as a sole source and in what amounts?**

**A1.** A sole source procurement is a purchase of supplies or services without advertising or competition. M.G.L. c.30B, §7 outlines the steps you must take in order to make a sole source procurement. In order for your school district to make a sole source procurement, you must first do the following:

- Conduct a reasonable investigation and determine there is only one practicable source for the supply or service;
- Make a determination in writing that only one practicable source (including any resale outlets) exists;
- Keep the written determination in the procurement file.

Once you have made the determination that only one practicable source exists, you may procure any supply or service in an amount less than \$25,000 from a sole source. Only certain items

costing \$25,000 or more may be purchased using the sole source method (after you've determined there is only one practicable source). They are:

- Library books;
- School textbooks;
- Educational programs;
- Educational courses;
- Educational curricula in any media, including educational software, newspapers, serials, periodical, audiovisual materials;
- Software maintenance; and
- Certain regulated utilities (see M.G.L. c.25, §3).

**Q2.What is the difference between a sole source procurement and a proprietary specification?**

**A2.** A sole source procurement under M.G.L. c.30B, §7 is made without advertising or competition; a procurement using proprietary specifications, M.G.L. c.30B, §14, must be conducted with advertising and/or competition. Both methods of

FAQ's Continued on Next Page

## FAQ's Continued

procurement are exceptions to the general M.G.L. c.30B requirement that procurements be open and fair. For sole source procurements, the basis for the exception is that there is only one practicable source for a supply or service. For a proprietary specification procurement, the basis for the exception is that only one particular brand will suffice. Except for certain supplies and services noted in Question 1 above, the sole source method of procurement cannot be used if the purchase is estimated to cost \$25,000 or more; there is no dollar cap on the proprietary specification method of procurement. Both procurement methods require specific documentation justifying why the governmental body was authorized to use the respective procurement method. If the supply or service is available from only one source but the estimated contract amount is \$25,000 or more and it is not an exception listed in Question 1, you conduct the procurement using proprietary specifications.

**Q3. Our School Department is getting ready to make book purchases for the next academic year. We need several hundred copies of various classic novels, which will cost more than \$25,000. Our curriculum vendor sells all of the classic novels we want to purchase. Can we purchase the classic novels as a sole source procurement from the vendor?**

**A3.** For sole source procurements, M.G.L. c.30B, §7 requires that the procurement officer determine in writing that only one practicable source for the required supply or service exists. This includes any resale outlets. Although M.G.L. c.30B, §7 allows sole source procurements of "library books, school textbooks, educational programs, educational courses, educational curricula" in any amount, your jurisdiction's procurement officer must first evaluate whether any of these items qualify as sole source procurements. See question 1. Works of classic literature, such as *Macbeth* or *To Kill a Mockingbird*, can be purchased from

many different vendors and therefore cannot be sole source procurements.

**Q4. My jurisdiction is spending \$7,000 on "Titleist" golf balls, a proprietary item for which there are many sources, must we use M.G.L. c.30B to buy the golf balls?**

**A4.** Section 7 of M.G.L. c.30B provides in part that a proprietary (named brand) item shall be procured by competition if there is more than one potential bidder for that item. So you would be required to solicit three or more oral or written quotes.

**Q5. My jurisdiction recently received bids for cleaning services. The bids were opened in the presence of all bidders. Our procurement officer recorded the names of the bidders and the amounts of their bids. Are there any other M.G.L. c.30B requirements?**

**A5.** Yes. M.G.L. c.30B requires that the procurement officer and any witnesses to the bid opening sign a statement under the pains and penalties of perjury. The statement must include the names of all bidders and the amounts of their bids. The statement must also declare that it is a complete and accurate list of bids opened in the presence of the witnesses. The statement, or a certified copy of the statement, must be filed with the contract. M.G.L. c.30B, §5(d)(2).

**Don't forget, a Chapter 30B attorney is available Monday through Friday from 9:00 am to 4:30 pm to answer any Chapter 30B questions you have.**

**617-722-8838**



## SOLID WASTE

### M.G.L. c.30B, §1(b)(30) Exemption

A competitive process may result in the best deal for your jurisdiction, however, a governmental body is not required to use a M.G.L. c.30B procurement process when contracting "for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials." M.G.L. c.30B, §1(b)(30). The terms "solid waste," "recyclable materials" and "compostable materials" are not defined in the statute, and the OIG is often asked to interpret these terms when determining the scope of the exemption.

The OIG looks to the regulations of the Massachusetts Department of Environmental Protection to define the terms used in the exemption. 310 CMR 19.006. "Solid waste" is defined as "useless, unwanted or discarded solid, liquid or contained gaseous material" but specifically excludes nine types of waste, including sludge or hazardous wastes, the disposal of which is subject to M.G.L. c.30B. "Recyclable materials" means "a material that has the potential to be recycled and which is pre-sorted and not contaminated by significant amounts of toxic substances." Finally, "compostable materials" means "organic material, excluding water treatment residuals, that has the potential to be composted," provided they too are "pre-sorted and not contaminated by significant amounts of toxic substances." Based on the foregoing, the OIG has determined that the following are not covered by the exemption: medical waste (as it is hazardous material), operation of a landfill, operation of a trash transfer station, and purchase of machinery used for waste management.

The exemption only applies to material that has no residual value. If unwanted material has value, no matter how low, it must be disposed of in accordance with the provisions relating to surplus supplies. M.G.L. c.30B, §15. If your jurisdiction has scrap metal or abandoned vehicles, for example, it must value them before consigning them to the trash collector. If it is determined they have value, M.G.L. c.30B, §15 rather than M.G.L. c.30B, §1(b)(30) will apply.

Remember also that other laws may apply to transactions exempt under M.G.L. c.30B. Under M.G.L. c.149, §27F, for example, contracts for "trash hauling, street sweeping or catch basin cleaning" are subject to the prevailing wage law. Governmental bodies must obtain the Wage Rate Schedule from the Department of Labor Standards ([mass.gov/dols/pw](http://mass.gov/dols/pw)).

## Textbook Procurement

Please be advised that textbook purchases are not necessarily exempt under M.G.L. c.30B. Only in limited circumstances are you allowed by law to purchase textbooks without competition using M.G.L. c.30B, §7, the sole source method of procurement. Purchasing officials must conduct a reasonable investigation to determine that no other practicable source exists to obtain the textbook. Whether using the sole source method or not, jurisdictions should take advantage of volume discount pricing in order to ensure the best price possible for textbooks sought. Recently, the Office of the Inspector General issued a letter referencing the procurement of textbooks and use of the sole source provision. Please refer to: [Letter to Methuen Public Schools Regarding Use of 2011 Stabilization Funds](#), which can be found at [www.mass.gov/oigarra/arra-sfsf-methuen-feb-2012.pdf](http://www.mass.gov/oigarra/arra-sfsf-methuen-feb-2012.pdf).





The following is a list of the MCPPO Program's new designees on applications **reviewed (not received)** between October 2, 2011 and February 1, 2012:

[MCPPO](#)

Lauri L. Antonacci, City of Methuen  
Kathleen T. Breck, Springfield Redev. Authority  
Peter V. Brennan, Wachusett RSD  
Varsha Gandhi, Merrimack Valley W.I. Board  
Michael J. Gorman, Algonquin Reg. District  
Jeanne E. Johnson, Dedham Public Schools  
John E. Kane, Westfield Public Schools  
Timothy R. Kennedy, OSD  
William M. Manzi III, City of Methuen  
Joan M. Miller, MHEC/UMASS Amherst  
Monique I. Pierangeli, Webster Public Schools  
Roger Pontbriand, Jr. Spencer E. Brookfield RSD  
Suzanne Sutherland, Masconomet RSD  
Judith A. Thornton, MHEC/UMASS Amherst  
Heather Tziotziouras, UMASS Lowell  
Stephen A. White, MAPC  
Andrea M. Woods, Franklin Reg. Council Govts.  
Wayne E. Walkden, City of Taunton

[MCPPO for Supplies & Services](#)

Heidi J. Perkins, Dover-Sherborn RSD  
Timothy P. McInerney, Town of Grafton

[MCPPO for Design & Construction](#)

Barbara E. Bartlett, Duxbury Public Schools

[Associate MCPPO](#)

Angela L. Cavanaugh, Town of Warren  
Kathleen A. Conley, Stoughton PWD  
Timothy Cummings, Town of Marlborough  
Nancy L. Fisher, Stoughton PWD  
Nancy Holt, Town of Marshfield  
Melissa Rodriguez-Monahan, Fitchburg Public Schools  
Nicole M. Verronneau, Fairhaven Public Schools

[Associate MCPPO for Supplies & Services](#)

Angela T. Burke, Gateway RSD  
Linda E. Coffey, Gateway RSD



## MASSACHUSETTS CERTIFIED PUBLIC PURCHASING OFFICIAL PROGRAM

REGISTRATION FORM January-June 2012



Office of the Inspector General  
Gregory W. Sullivan, Inspector General  
MCPPPO@maoig.net Fax: (617) 723-2334

### REGISTRATION INFORMATION:

All seminars will be confirmed based on a minimum of 20 participants.

### GOVERNMENT/NON-PROFIT COURSE PRICE:

Government employees shall include all employees of the commonwealth, employees of the commonwealth's political subdivisions, employees of other state governments, employees of the federal government and employees of any other municipality, county, or local district. Non-profit employees include any employee of a 501(c)(3) corporation. Proof of non-profit status must be provided with registration.

### Register/ Reserve Seating:

To reserve seating, fax or email registration and purchase order to (617-723-2334).

### MAIL ORIGINAL TO:

Commonwealth of Massachusetts  
Office of the Inspector General  
One Ashburton Place, Rm. 1311  
Boston, MA 02108  
ATTN: MCPPPO Program  
MAKE CHECK PAYABLE TO:  
OIG

### SUBSTITUTIONS/ CANCELLATIONS:

Each seminar is limited and filled on a space available basis. No refunds for cancellations. Registration transfer to someone in your organization is possible with prior notice. The OIG reserves the right to cancel/reschedule any seminar and is not responsible for any costs incurred by registrants. Terms and conditions may change without notice. Alternate course dates may be substituted in the event of an emergency, upon notification. **NO-SHOWS will be invoiced a \$100 service charge**

For more information regarding administrative policies, such as complaint and refund resolution, please email Joyce McEntee Emmett, Director of the MCPPPO Program at MCPPPO@maoig.net or go to our website at [www.mass.gov/ig](http://www.mass.gov/ig).

### PUBLIC CONTRACTING OVERVIEW

No Prerequisite

- ☐ January 31, February 1, 2 – 2012  
☐ March 27, 28, 29 – 2012  
☐ March 27, 28, 29 – 2012\*

BOSTON ☐ May 8, 9, 10 – 2012  
BOSTON ☐ June 19, 20, 21 – 2012  
HUNTINGTON

3-day seminar

Tuition: \$450 for government/ non-profit employees  
\$700 for all others

BOSTON  
BOSTON

\*Video Conference hosted by Gateway RSD

### SUPPLIES & SERVICES CONTRACTING

Prerequisite: Public Contracting Overview or Charter School Procurement

- ☐ February 7, 8, 9 – 2012  
☐ April 3, 4, 5 – 2012

BOSTON ☐ May 22, 23, 24 – 2012  
BOSTON

3-day seminar

Tuition: \$450 for government/ non-profit employees  
\$700 for all others

BOSTON

### DESIGN & CONSTRUCTION CONTRACTING

Prerequisite: Public Contracting Overview or Charter School Procurement

- ☐ February 14, 15, 16 – 2012  
☐ April 10, 11, 12 – 2012  
☐ April 10, 11, 12 – 2012\*

BOSTON ☐ June 12, 13, 14 – 2012  
BOSTON  
HUNTINGTON

3-day seminar

Tuition: \$650 for government/ non-profit employees  
\$900 for all others

BOSTON

\*Video Conference hosted by Gateway RSD

### ADVANCED TOPICS UPDATE

- ☐ April 25 & 26 – 2012

BOSTON

2-day seminar

Tuition: \$350 for government/ non-profit employees  
\$600 for all others

### CERTIFICATION for School Project Designers & Owner's Project Managers

- ☐ March 13, 14, 20, 21 – 2012

BOSTON

4-Day Training

Tuition: \$1200 for private sector

☐ May 30, 31, June 6, 7 – 2012  
BOSTON

### RECERTIFICATION for School Project Designers & Owner's Project Managers

- ☐ February 29 - 2012

BOSTON

1-Day Training

Tuition: \$600 for private sector

☐ May 11 – 2012  
BOSTON

### CONSTRUCTION MANAGEMENT AT RISK

Under M.G.L. c. 149A: Legal Requirements & Practical Issues

- ☐ May 1 – 2012

BOSTON

1-day seminar

Tuition: \$275 for government/ non-profit employees  
\$600 for all others

\*Introductory material geared to procurement officials who are not construction experts

### CHARTER SCHOOL PROCUREMENT

No Prerequisite

- ☐ FALL 2012 To be Announced

BOSTON

2-day seminar

Tuition: \$400 for government/ non-profit employees  
\$600 for all others

### Drafting A Model IFB

Disk program requiring Microsoft Word 7.0 or higher

☐ Self-paced

Tuition: \* \$75 ea. for govt./ non-profit employees  
\$200 for all others

\*Registration for this course must be accompanied by a check

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The Commonwealth of Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE sponsors. State Boards of Accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: [www.learningmarket.org](http://www.learningmarket.org)

The Commonwealth of Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP).

Payment Method: ☐ CHECK/ M.O. ☐ PURCHASE ORDER # ☐ I E/ ITA

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ORGANIZATION/ JURISDICTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Do you need special accommodations? \_\_\_\_\_

*Procurement Bulletin*  
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**Massachusetts Office of the Inspector General**

One Ashburton Place, Room 1311

Boston, MA 02108

(617)727-9140

[mass.gov/lg](http://mass.gov/lg)

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of the Mayor

**An Order to Repurpose \$289,000 Police Station Upgrades**

*Move that it be Ordered, that*

The City Council approves a repurposing in the amount of 289,000, previously authorized Police Station Upgrades to be repurposed for Dispatch Communication System.

Majority Vote Required (7).

VOTE:

Attachments:

1. Proposal for Dispatch Console Solution

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>Original Amt</u>
FY22-098 Police Station Upgrades	40232100.5840	\$906,000

Balance in Account: \$845,738.88

Original project was broken out for the following items:

1. Address Water Filtration - \$105,000
2. New Sally Port - \$980,000
3. Dispatch Room Improvements - \$185,000
4. Locker Room Improvements - \$575,000
5. Securing Existing Site Utilities - \$11,000

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of the Mayor

**An Order to Approve FY 2023 Prior Year Invoice – Energy Millbrook Solar**

*Move that it be Ordered, that*

The City approves the payment of the prior year invoice for GTR Greenfield Millbrook Solar, LLC in the amount of \$12,707.40 to be paid from FY24 Energy Millbrook Solar account #01001970.5209.

Current Combined in Town Yard and Streetlights electricity accounts is \$44,000.

2/3 Vote Required  
VOTE:

Explanation:

New account has been created to track the solar credits. There is \$44,000 in the corresponding energy accounts, which will offset the cost of solar credits. Solar array went online in March 2022; City did not receive solar invoices until April 2023.

Attachments:

1. GTR Invoice



# GTR GREENFIELD MILLBROOK SOLAR, LLC

Date: June 1, 2023

## Invoice

GTR Greenfield Millbrook Solar, LLC  
888 Prospect Street, Suite 200  
La Jolla, CA, 92037

**Company:** City of Greenfield  
**Project:** GTR Greenfield  
**Address:** 195 Millbrook Rd  
**City, State Zip:** Greenfield, MA 01301  
**Attention:** Carole Collins  
**Phone:** (413)772-1412

Billing date	Payment Terms
6/1/2023	Net 20 Days

Billing Type	Applicable Rates	Electric Energy Produced by Solar System (kWh)	Amount Due
AOBC 01/12/23 – 02/09/23	\$0.22515/kWh	68,628.00	\$15,384.41
AOBC 02/09/23 – 03/10/23	\$0.22515/kWh	29,400.00	\$6,552.23
AOBC 03/10/23 – 04/11/23	\$0.22515/kWh	170,828.00	\$38,394.74
AOBC 04/11/23 – 05/10/23	\$0.22515/kWh	166,628.00	\$37,449.11
PPA Credit @ 0.03 cents/kWh			(\$13,064.52)
<b>Total Due</b>			<b>\$84,715.97</b>

\*Please be advised that the total amount due on this invoice already incorporates the discounted utility charges prior to the issuance of the AOBC transfer.

**Bill Date:**  
**6/1/2023**

**Total Amount:**  
**84,715.97**

<b>Account</b>	<b>Account</b>	<b>Obj</b>	<b>% per Sch Z</b>	<b>\$ Amt</b>	
WWTP	60004490	5209	60%	<b>50,829.58</b>	50,829.58
Mill Brook wellfield	61004540	5209	10%	8,471.60	
Green River Pump	61004540	5209	13%	11,013.08	
Adams Hill Pump	61004540	5209	2%	1,694.32	<b>21,178.99</b>
Town Yard	01001970	5209	5%	4,235.80	
Street Lights (propose)	01001970	5209	10%	8,471.60	<b>12,707.40</b>
<b>Total</b>			<b>100%</b>	84,715.97	

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of the Mayor

**An Order to Approve FY 2023 Prior Year Invoice – Sewer Enterprise**

*Move that it be Ordered, that*

The City approves the payment of the prior year invoice for GTR Greenfield Millbrook Solar, LLC in the amount of \$50,829.58 to be paid from FY24 WPCF Millbrook Solar account #60004490.5209.

Current Balance in Electricity Account is \$85,490.12.

2/3 Vote Required  
VOTE:

Explanation:

A new account has been created to track the solar credits. There is \$85,490.12 in the WPCF electricity account, which will offset the cost of solar credits. Solar array went online in March 2022; City did not receive solar invoices until April 2023.

Attachments:

1. GTR Invoice (See Order No. FY 24-014)

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of the Mayor

**An Order to Approve FY 2023 Prior Year Invoice – Water Enterprise**

*Move that it be Ordered, that*

The City approves the payment of the prior year invoice for GTR Greenfield Millbrook Solar, LLC in the amount of \$21,178.99 to be paid from FY24 Water Enterprise Millbrook Solar account #61004490.5209.

Current Balance in Electricity Account is \$.

2/3 Vote Required  
VOTE:

Explanation:

A new account has been created to track the solar credits. There is \$85,490.12 in the WPCF electricity account, which will offset the cost of solar credits. Solar array went online in March 2022; City did not receive solar invoices until April 2023.

Attachments:

1. GTR Invoice (See Order No. FY24-014)

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of the Mayor

An Order to Approve FY 2023 Prior Year Invoice – Doherty, Wallace, Pillsbury and Murphy, P.C.

*Move that it be Ordered, that*

The City approves the payment of the prior year invoices dated 6/9/23 for Doherty, Wallace, Pillsbury and Murphy, P.C. in the amount of \$15,038.75 to be paid from FY24 Legal Town #01001510.5302.

Current available in Town Legal is \$84,725.00.

2/3 Vote Required  
VOTE:

Explanation:

Two legal invoices for May were overlooked for payment during the Chief of Staff transition.

Attachments:

1. Doherty, Wallace, Pillsbury and Murphy, P.C. invoices for May 2023



Doherty, Wallace, Pillsbury and Murphy, P.C.

One Monarch Place, Suite 1900  
Springfield, MA 01144-1900  
Federal Tax I.D. No.: 04-2734757  
<http://www.dwpm.com>

Telephone: (413) 733-3111

Fax: (413) 734-3910

City of Greenfield  
Town Hall  
14 Court Street  
Greenfield, MA 01301-

June 09, 2023  
Client: 919524  
Matter: 000014  
Invoice #: 222738  
Resp. Atty: JBT  
Page: 1

RE: Valley Health Regional Collaborative

For Professional Services Rendered Through May 31, 2023

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
5/25/2023	RMC	Review and advise on question re: execution.	0.20	\$250.00	\$50.00
Total Professional Services			0.20		\$50.00

**PERSON RECAP**

Person	Level	Hours	Rate	Amount
RMC ROSEMARY CROWLEY	SENIOR ATTORNEY	0.20	\$250.00	\$50.00
Total Services			\$50.00	
Total Current Charges				\$50.00
Previous Balance				\$1,867.50
Less Payments				(\$1,867.50)
<b>PAY THIS AMOUNT</b>				<b>\$50.00</b>

*Due Upon Receipt. Please include the invoice number on all remittance. Thank you.*

*You can now pay via ACH - contact us for banking details  
or via PayPal or Credit Card at our secure online Payment Portal at [dwpm.com](http://dwpm.com)  
Thank You!*

**CITY OF GREENFIELD**  
**SUMMARY OF LEGAL COSTS - FY24**

Acct #	DESCRIPTION	POST DATE	REFERENCE	AMOUNT
01001510	Town Attorney Services	10/12/2023	W W24-16	11,793.16
	Mayors office legal GMTA easement; Solar Pilot agreement; Preservation Restriction for CPA; Public records appeal response; Supervisor procedure; Home Equity Review of materials and Discussion with Council; CDBG contract review; tax title matter; Lease agreement at 324 Main Street; review grant agreements			
01001510	Town Attorney Services	10/12/2023	W W24-16	900.00
	planning dept-legal Work with Eric Twarog on requirements for exactions (development applicants to make/fund improvements)			
01001510	Town Attorney Services	10/12/2023	W W24-16	500.00
	sale of 402 main st-legal			
01001510	Town Attorney Services	10/12/2023	W W24-16	8,450.00
	Woodbridge VS. City-legal			
01001510	Town Attorney Services	10/05/2023	Reclass	34,286.00
	Egan Flanagan W24-13 TCE Contamination at 298 Federal Street, Greenfield, MA			
01001510	Town Attorney Services	09/27/2023	W W24-14	19,280.00
	AUGUST LEGAL Ayers/Byrne Public Records; CCC Municipal Response & Marijuana Host Agreement; Review of CPA Applications re Expenditures; research on tax title proposals; equity ordinance issues Sale of 402 Main Street; easement at GMTA site			
01001510	Town Attorney Services	08/09/2023	W W24-7	5,325.00
	Legal Services - June OML Response; Title Issues on Gifted Parcel; CCC Dispute; MA DOT Contract Review; Tax Title Moritoruim parameters & review			
01001510	Town Attorney Services	08/09/2023	W W24-7	5,275.00
	legal - july Public Records, Clerk's Office; CPA projects & restrictions; OML complaints; CCC Municipal Response; Foreclosure; Sale of 402 Main Street			

City Council Order  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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Upon recommendation of the Mayor

**An Order Pursuant to M.G.L. C 150E, § 7 to approve the first-year cost items for settled CBA**

*Move that it be Ordered,*

Pursuant to M.G.L. C 150E, § 7, that the City Council approve the Memorandum of Understanding (MOU) between the City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) **and transfer from Contract Stabilization, \$15,200 to Parks Permanent Salaries/Wages Full-Time, line item 0100.4380.5111 and \$10,000 to Wages-Custodians, line item 0100.1920.5113, for a total of \$25,200 to fund the first-year cost items.**

2/3rds Vote Required (9).

MOA Financial Summary

- a) FY24 – Step increases effective July 1 instead of January 1. (steps~2.5%)
- b) FY24=2%, FY25=3%, FY26=3% COLA
- 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.

Balance in Contract Stabilization: \$101,641.13

Attachments:

- 1. Signed MOU

## MEMORANDUM OF AGREEMENT

Between

UNITED PUBLIC SERVICE EMPLOYEES UNION

(Department of Public Works)

And

CITY OF GREENFIELD

The City of Greenfield and the United Public Service Employees Union (Department of Public Works) hereby agree to the terms of the July 1, 2023-June 30, 2026 labor agreement, as follows, and subject to ratification by 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 and appropriation by the City Council, embodying the terms of this MOA:

1. Duration: 3-year contract, July 1, 2023 through June 30, 2026

2. Article 7, Section B: Insert new number 10.

10. Refer to Department of Public Works Personnel Conduct Requirements.

3. Article 7, Section F: Amend Section F to read as follows:

The City may only use FCSO (Franklin County Sheriff's Office Community Service Work Crew Program) labor in picking up litter ~~papers (except Main Street) and/or cutting brush~~ and/or other tasks, provided it does not displace overtime opportunities. In such cases, the City employees shall not be responsible for guarding or transporting the FCSO work crew ~~prisoners~~.

4. Article 7: Insert new Section I.

Effective July 1, 2023 the City will provide a hoisting license categorized as HEML for all new employees. This is a Hoisting License for municipal use only that covers the 2B, 1C, and 4G.

5. Article 8, Section A: Amend Section A to read as follows:

Departmental seniority for an employee shall be defined as ~~his~~ their continuous length of service in the bargaining unit. Departmental seniority shall be the controlling factor in regard to layoffs, recalls, vacations and transfers. For employees of the City of Greenfield transferring into this bargaining unit, the departmental seniority will be mutually agreed to in advance by the City and the Union. Divisional seniority for an employee shall be defined and restricted to ~~their~~ his continuous length of service in ~~his~~ their current Division. Divisional seniority shall be the controlling factor in regard to job bids and promotions subject to Section



B of this Article. Part-time employees who work less than twenty (20) hours per week and summer help and temporary employees shall not have any departmental or Divisional seniority.

6. Article 8, Section B.9: Amend Section B.9. to read as follows:

It is understood that any employee awarded the bid, after a reasonable period of training, must demonstrate his ability to satisfactorily perform the work. "A reasonable period of training" as used in this Section shall be by mutual agreement of the City and the Union at the inception of such a training period. At the conclusion of such training period, if the City believes the employee has not demonstrated ability to satisfactorily perform the work, the employee may be returned to ~~his~~their prior position (if it still exists; otherwise to the appropriate position for which ~~they~~he ~~has~~have demonstrated ability to do the job and greater seniority than the incumbent). In case of such bumping, all bumped employees shall themselves have such bumping rights. The implementation of an award may be postponed by the City for a reasonable period until a replacement for the employee is ready.

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

An employee shall lose their seniority and cease to be an employee of the City for any of the following reasons:

1. If an employee quits or retires;
2. If the employee is discharged;
3. If the employee fails to report within five (5) days when recalled from layoff, or if an employee is on layoff for the length of their service or two (2) years, whichever is less;
4. Unauthorized Absences without notifying the ~~DPW~~Deputy Director or their designee within three (3) days; or
5. False reasons for leave of absence.

8. Article 8, Section G: Amend Section G to read as follows:

The City shall have the right to employ temporary help at its discretion between May 1 to September 30, and such help shall work the normal work week. All exceptions to these dates and hours shall be by mutual agreement between the ~~Superintendent~~DPW Director and the Union. The City shall have the right to terminate the employment of temporary help at any time.

9. Article 9, Section A: Amend Section A to read as follows:

The classifications, grades and rate ranges for all jobs in the bargaining unit have been negotiated and are made a part of this contract as Schedule "W" and Schedule "T." July 1, ~~2020~~2023, base rates will be increased by a two percent (2%) COLA, and adding a new step H with a two and one-half percent (2.5%) spread between step G and step H, allowing every eligible employee to step. Stepping will occur on July 1<sup>st</sup>, six (6) months earlier in FY24, due



to the change in the effective date for stepping. On July 1, ~~2024~~2024, base wages will be increased by ~~a twone~~ percent (21%) COLA, and an additional two percent (2%) COLA to compensate for the union accepting a correction to the longevity language error of twenty dollars (\$20) at ten (10) years of service to the intended ten dollars (\$10) at ten (10) years of service (longevity correction is effective July 1, 2023). On July 1, ~~2022~~2025, base wages will be increased by ~~a twethree~~ percent (23%) COLA. If wage increases are retroactive, payment of retroactive amounts is limited to those employees still actively employed in the bargaining unit as of the date of execution of the ~~2020~~2023-~~2023~~2026 Collective Bargaining Agreement. In the case of any retroactive pay, said retro will not be processed and paid until the new collective bargaining agreement is ratified by the union and city to include appropriation by the city council.

The following will become effective July 1, 2023:

Stepping will occur on July 1<sup>st</sup> of each year for eligible employees instead of January each year, therefore January steps will no longer occur.

Solid Waste will change from Grade W-8 to Grade W-9

Sewer and Drain Craftsman (Vactor Operator) will change from Grade W-9 to Grade W-10.

Distribution Crew Chief will change from Grade T-3 to Grade T-4.

**Effective July 1, 2021:**

~~The "T" schedule will drop a step and add a step. Note: On January 1, 2022 the wage chart will shift in order to re-title Step A through G. This will mean that the employees will remain at their current step, as the shift will effectively step them.~~

~~1. Employees at the Waste Water Treatment Plant, Water Distribution Crew Chief and ASE certified mechanics shall be paid according to the "T" Schedule.~~

1. In the award of any bid, except in the case of a lateral bid on the same pay scale, the wage increase shall be no less than twenty-five cents (25¢).

2. \*\*Effective July 1, 2021, employees assigned to the WPCF who obtain the required licenses as listed below will be paid at the applicable grade:

T-1: 4M OIT or 2T OIT in Potable water.

T-2: 4M OIT and T-2 OIT in Potable water.

T-3: Full Potable water license (3T) or full Wastewater license (5C), and Backflow/Cross Connection license. The employee must have OIT in the other treatment field respectively (water or wastewater).

T-4: Full 5C Wastewater license, full 3T Potable Water license, and

Backflow/Cross Connection license.

3. **\*\*Effective July 1, 2021, a T4 Grade level will be created and filled in all applicable T schedule Divisions. *The most senior qualified employee in the T-schedule as determined by the Director will be paid the applicable rate at the T-4 level. This only applies to 3 positions in the bargaining unit, Wastewater Treatment Specialist, Potable Water Specialist, and Lead Mechanic in Vehicle Maintenance.***

**\*\* It is already understood that all these positions require a Hoisting and CDL B.**

Effective July 1, 2022 move the Distribution Licensed employees to the "T" schedule. As follows both the assigned Lead Operator (Crew Chief) and Secondary Operator only, will be placed at the appropriate step on the T-3. D2 full license will be placed at the appropriate step on the T-2. (Current D2 full and above licenses will be placed on T-2); 2OIT will be placed on the T-1. Non-licensed will remain at a W-8 until obtaining the appropriate license for T-1.

10. Article 9, Section C.2: Amend Section C.2 to read as follows:

An employee who is assigned by the City as back-up for one doing a higher classification job shall receive the corresponding job classification which would give the employee an increase of no less than twenty-five cents (25¢) per hour. The back-up may be assigned to the higher classification as needed and the higher temporary grade rate will be paid:

1. When the employee is assigned by management to do the higher classification of work.
2. If an employee works for ~~two-four~~ (24) or more hours in one (1) of the higher classification positions, the employee shall be paid at the higher classification rate for the entire shift.

This provision shall not be applied to any other positions, including Waste Water Specialist or Potable Water Specialist when doing the work of their supervisor.

11. Article 9, Section E: Delete Section E and rename Section F through Section P to reflect Section E through Section L:

~~Grade B for temporary help shall be for first year. If hired the second year, Grade C; third year, Grade D; fourth year, Grade E; fifth year, Grade F.~~

12. Article 9, Section E (formerly Section F): Amend Section E to read as follows:



An annual merit review on January 1<sup>st</sup> shall be conducted by the City for granting classification step increases. 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<sup>st</sup> at ~~his~~their present classification step. The City may refuse to grant a step increase to an employee when a disciplinary suspension has occurred since last automatic increase. Step increases begin the first full payroll period in ~~January~~ July. Time worked for step increases shall include only holidays and vacations.

For part-time help, the above Paragraph will apply, with the exception of the second sentence, which will be modified only to read fifty-two (52) days.

13. Article 9, Section G (formerly Section H): Amend Section G to read as follows:  
~~A new employee hired at the A step will be advanced at the end of the probationary period to the B step. A new employee will step at the end of the probationary period.~~
14. Article 9, Section I (formerly Section J): Delete the last sentence of Section I:  
Part-time employees are those who work fewer than forty (40) hours per week on a regular schedule. Part-time employees must, however, work an average of twenty (20) hours a week in order to be eligible for all City benefits, as well as statutory benefits for which they meet statutory requirements. Accrual rates or defined benefits shall be pro rata. Pro rata is defined as the equivalent amount as compared to a full-time position.  
~~Temporary and seasonal employees are not benefit eligible.~~
15. Article 9, Section K (formerly Section L): Delete entire Section K:  
~~An employee regardless of his length of service who is hurt on the job will be compensated for the balance of the day in which the injury occurred. 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 their holiday, vacation, personal or sick pay and to the extent that they have time off pay available. Employees who are receiving Workers' Compensation benefits shall cease to accrue sick leave after six (6) months of disability absence and shall cease to accrue vacation and personal leave after three (3) months of such absence. On return to work, accruals will resume. Personal leave in any fiscal year will be calculated pro rata excluding the first six (6) months of disability leave.~~  
~~No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers' Compensation law or Section 111F of Chapter 41, M.G.L. and the employee is receiving sixty percent (60%) of their weekly pay.~~
16. Article 9, Section K (formerly M): Delete Section K:

Temporary or summer help will not be paid at a rate greater than W3A.

17. Article 9, Section K (formerly Section N): Amend Section K to read as follows:

Longevity Pay: Each bargaining unit member shall be paid longevity pay ~~of ten dollars (\$10.00) based on one dollar (\$1.00) per week times the~~ ten (10) years of service, after ten (10) years of service. This shall not be computed into overtime. Effective July 1, 2023, each bargaining unit member, in addition, shall ~~receive~~ be paid longevity pay based on two dollars (\$2.00) per week for each year times the years of service beginning on the eleventh (11) after ten (10) years of service. This shall not be computed into overtime. (c.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.

18. Article 9, Section L (formerly Section O): Delete Section L.

~~Upon implementation of biweekly pay, the City will provide notice as required by State law. 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 the same date.~~

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

~~The payroll period shall begin at 12:01 a.m. on Sunday and end at midnight on the following second Saturday. The pay day shall begin at 12:01 a.m. and end at midnight the same date as stated above. All employees covered by this agreement shall be paid biweekly with overtime calculated on a weekly basis.~~

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

General OT:

1. Person normally assigned to the job.
2. Most senior qualified person within the division.
3. Most senior qualified person ~~shop~~ department-wide (not by division).

Route Assignments:

*Plowing Route Assignments and All Other Routes:*

1. Person who held the route the previous year has first right of refusal.
2. By ~~shop~~ department-wide seniority (not by division).
3. Employees who sign up for and are awarded a snow and ice assignment are expected to be available at all times unless on authorized leave. However, at no time shall the person not respond to a call more than three (3) times for snow and ice events for that season without a valid reason. In the event this occurs, the City may remove the assignment and replace them with another senior person.



Sanding Assignments:

1. Person who held the route the previous year has first right of refusal.
2. When a sanding route is open, the award will be to the most senior sander. Vacancies are then filled first by seniority from those on the sander standby list and then by seniority ~~shop~~department-wide (not by division).
3. The sanding backup list shall be limited to six (6). Vacancies on that list shall be filled by ~~shop~~department-wide seniority (not by division).

Loader/Mixer Position:

1. ~~Highway loader operator has first right of refusal.~~
2. ~~From those who were on the loader/mixer backup list (which shall be limited to 4) from the prior year by seniority.~~
3. ~~By shop wide seniority.~~
4. ~~Backup list shall be filled by shop wide seniority.~~

21. Article 11, Section A: Amend Section A, paragraphs 1 through 3 to read as follows:

The following will be considered paid holidays:

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

~~The following will be considered paid holidays: January 1<sup>st</sup>, Juneteenth, July 4<sup>th</sup>, November 11<sup>th</sup>, day after Thanksgiving, December 25<sup>th</sup> or the day following when any of said days occur on Sunday; and also the third Monday in January, the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second Monday in October, and the fourth Thursday in November. All employees, except part-time and temporary help, will receive eight (8) hours pay for such holidays regardless of the day on which they fall. If a holiday as set forth above falls on a Saturday, the preceding Friday shall be a non-work day. If a holiday falls on a Sunday, the day following shall be a non-work day. For employees in the Solid Waste, as well as others who perform Solid Waste duties, and Water Facilities Division employees, on that day, and Water Facilities Division employees, the day~~



after Thanksgiving is to be administered as a regular work day and all employees working that day shall receive an additional floating holiday instead.

For Tuesday-through-Saturday employees, the holiday shall be recognized or celebrated on the next regularly scheduled work day. ~~This change will not apply to the current Tuesday through Saturday employee (current employee grandfathered). This current employee on the Tuesday through Saturday schedule, when a holiday falls on a Monday, can take the pay but not convert it to Comp Time.~~

The following will be considered paid one-half holidays: Christmas Eve (12/24) and New Year's Eve (12/31); ~~when Christmas Eve and New Year's Eve falls on a Saturday or Sunday, the one-half (1/2) day will be on the Friday before the holiday, except when Christmas and New Year's fall on a Saturday or Sunday.~~ A one-half (1/2) day holiday will be four (4) hours, 11:00 a.m. to 3:00 p.m., except that the rubbish routes must be completed. Management will make every effort to assign equipment and personnel to facilitate completion of the routes by 11:00 a.m. or as close to that as possible.

22. Article 11, Section C: Amend Section C 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 birthday occurred before ratification and it landed on 7/1/21 or after, employee can still take it. —To be eligible for birthday holiday pay, an employee must have completed the initial probationary period. See Section A, paragraph 4 for details.~~
23. Article 12, Section C.1.: Amend Section C.1. to read as follows:  
~~Any vacation time and/or comp. time requested to be used during the morning time before noon on a given day, must be taken in a minimum of four (4) hour increments and Vacation time may be taken in two (2) hours or more periods, but~~ must be requested in writing in advance. Employees requesting time off in the afternoon must either request the time in an increment of two and a half hours (2.5) and the City will allow employees requesting such time to leave at noon (the beginning of the paid lunch period) or must request to take the final hour of the work day as vacation or comp. time leave.
24. Article 13, Section B: Amend Section B to read as follows:  
Leaves of absence for reasons of illness will be granted to any employee known to be ill, 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. While it is understood that sick leave is only for the employee's illness or injury, up to eighty (80) hours of accrued sick time per year may be used by an employee for ~~an~~their ill child, spouse, and parent/step-parent.

25. Article 13, Section C.3.: Amend Section C.3. to read as follows:  
The employee should notify the Foreman before starting time on the first day of absence of ~~his~~their intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence.
26. Article 13, Section C.5.: Amend Section C.5. to read as follows:  
The department head ~~or designee~~ may require verifications satisfactory to the department head of any claim for sick leave if such verification is considered necessary. Upon returning to work after a sickness, the City agrees to accept a letter from a chiropractor or nurse practitioner, except in serious injury or illness cases. The department head ~~or designee may will~~ require a fitness-for-duty certification prior to an employee returning to work if sick leave was taken due to an injury (whether work-related or non-work-related).
27. Article 13, Section C.6.: Delete entire Section C.6.:  
~~No sick leave shall be available when an employee is collecting Workers Compensation through another employer.~~
28. Article 13, Section E: Amend Section E to read as follows:  
For employees hired before July 1, 2005: All full-time employees (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in a lump sum payment based upon years of service in the following termination of employment classifications:
1. Death: No minimum years of employment;
  2. Disabled: No minimum years of employment;
  3. Laid off: One (1) year of employment;
  4. Retirement: Ten (10) years of employment;
  5. Resigns: Ten (10) years of employment.

For employees hired on or after July 1, 2005, their sick leave buy-back schedule shall be as follows:

1. Death: No minimum years of employment;
2. Disabled: No minimum years of employment;
3. Laid off: Ten (10) years of employment;
4. Retirement: Ten (10) years of employment;
5. Resigns: No benefit.

For employees hired after August 28, 2009, the sick leave buy-back shall be capped at five thousand dollars (\$5,000).



29. Article 18, Section D: Amend Section D to read as follows:  
The City will make every effort to make the time available to the employee when requested, but no more than two (2) employees from any one Division can take non-emergency personal leave at the same time. Under no circumstances will an employee lose ~~his~~their yearly allotment, except if it is due solely to the employee failing to schedule and use leave through no interference of the City.
30. Article 19, Section A: Add language to Section A to read as follows:  
Reasonable leaves for personal reasons may be granted for a maximum of one (1) year and shall be without compensation. No unpaid leave will be authorized if an employee has accumulated unused compensatory, vacation, personal or other paid time to their credit, except with the mutual agreement of the employee, the City and the Union. 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.
31. Article 19, Section C: Delete Section C:  
~~During covered Workers' Compensation, paid or unpaid leave, employees will continue to be credited with vacation, sick leave and personal leave under this agreement, subject to a pro rata reduction in sick leave equal to one (1) day for each calendar month of such leave during the twelve (12) month period prior to the credit date. There shall be no accrual of benefits during an unpaid leave under this Article except if a leave is covered by Workers' Compensation.~~
32. Article 24, Section E: Amend Section E to read as follows:  
The City will furnish adequate rain gear, rubber boots, gloves and helmets to its employees who shall be responsible for the proper storage, use, care and maintenance of the items assigned to ~~him~~ them. Replacement shall be given only when the worn items are turned in. Loss, damage to negligence or misplaced items shall be replaced at the employee's cost.
33. Article 25, Section B: Amend Section B, first paragraph and Step 1 paragraph to read as follows:  
The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems which may arise under this agreement. Any employee may state ~~his~~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: Any complaint shall be presented orally or written by the aggrieved employee and/or ~~his~~their Union Representative on behalf of the aggrieved employee to the Division Foreman within five (5) work days of the occurrence of the

grievance. If they cannot reach a satisfactory settlement within one (1) work day, then the complaint shall be reduced to writing, signed and dated by the aggrieved employee and ~~his~~their Union Representative Division Steward, and referred to Step 2 within one (1) work day.

34. Article 26, Section A: Delete the last two sentences in Section A as follows:  
The City will provide an outfitting allowance of six hundred dollars (\$600) with the exception of employees in the Service Division actively engaged in vehicular repairs, service or maintenance who are provided uniforms by the City. These employees will receive a boot allowance of two hundred and twenty-five dollars (\$225) per employee. ~~The employee who on November 15, 2010 held the position of Water Meter Reader will be entitled to the outfitting allowance until the employee vacates that position. At that time, the outfitting allowance will cease and the employee will be entitled to a boot allowance of two hundred and twenty-five dollars (\$225).~~
35. Article 30, Paragraph 1 and 2: Amend Paragraph 1 and 2 to read as follows:  
A standby duty group of a minimum of eight (8) but a maximum of twelve (12) employees shall be determined on a bid basis with preference given to the most senior employee with sewer experience. From this group, a rotating crew of two (2) employees shall be available on standby year-round for Department of Public Works call-out assignments. In addition to this regular crew, a one-employee crew drawn from the list of normal sand truck operators will be available during the winter period. The duty assignment will be on a weekly basis. ~~beginning at 12:01 a.m. on Sunday to Midnight on Saturday.~~
- Standby duty groups shall be determined on a bid basis for Drainage, Water Distribution, Water Facilities, Plowing and Sanding. Preference shall be given to the most senior persons within the Division, and then to the most senior qualified persons outside the Division. Each duty period shall be for one (1) week: 7:00 a.m. Monday to the following 7:00 a.m. Monday, ~~unless a holiday falls on a Monday the next duty will begin on Tuesday at 7:00 a.m.~~
36. Article 30, Paragraph 6: Amend Paragraph 6 to read as follows:  
The maximum number of people on the rotation will be established by mutual agreement for each type of duty. Schedules of standby duty will be drawn in advance for each type of duty; once someone has bid on standby duty, they must stay on duty for the full period of the schedule except in case of sickness, quitting employment, retirement, injury and approved vacation. The present practice of switching duty with prior notice shall be continued.
37. Article 31: Insert new Article 31, Workers' Compensation to read as follows:  
SENIORITY:  
• ~~An employee on workers compensation who does not have a known or an anticipated return to work date as certified by their treating physician will not be eligible to bid on job openings.~~  
WAGES:



- An employee regardless of his length of service who is hurt on the job will be compensated for the balance of the day in which the injury occurred.
- 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 their holiday, vacation, personal or sick pay and to the extent that they have time-off pay available.
- Employees who are receiving Workers' Compensation benefits shall cease to accrue sick leave after six (6) months of disability absence and shall cease to accrue vacation and personal leave after three (3) months of such absence. On return to work, accruals will resume. Personal leave in any fiscal year will be calculated pro rata excluding the first six (6) months of disability leave.

#### HOURS AND OVERTIME:

- Employees are not eligible for call-outs if on the day or night of the call-out they were out due to illness or injury on the day of the call-out.

#### SICK LEAVE:

- The department head will require a fitness-for-duty certification prior to an employee returning to work if sick leave was taken due to an injury (whether work-related or non-work-related).
- No sick leave shall be available when an employee is collecting Workers Compensation through another employer.
- No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers' Compensation law or Section 111F of Chapter 41, M.G.L. and the employee is receiving sixty percent (60%) of their weekly pay.

#### STANDBY DUTY:

- Once someone has bid on standby duty, they must stay on duty for the full period of the schedule except in case of sickness, quitting employment, retirement, injury and approved vacation.

38. Article 31, Reopeners: Rename Article 31 to Article 32 and add the following to the end of Article 32:

The Parties agree to reopen negotiations upon notice by either party during the term of this collective bargaining agreement regarding the issues of, 1) the licensing requirements in the Water Department, and 2) review and amendment, if necessary, of the bargaining unit's job descriptions.



The list of positions in the bargaining unit are referenced in Appendix A.

39. Article 32, Duration: Rename Article 32 to Article 33 and amend Section A to read as follows:  
This agreement shall become effective July 1, ~~2020~~ 2023 and shall remain in full force and effect until and including June 30, ~~2023~~ 2026 and shall renew itself from year to year thereafter, unless written notice of desire to change or amend this agreement is given at least sixty (60) days prior to the expiration date by either of the parties hereto. Written notice shall be mailed by certified mail, return receipt requested.
40. Article 33, Section B: Amend Section B to read as follows:  
Those provisions of this agreement which are not in accordance with existing Ordinances of the City of Greenfield will become effective only when such Ordinances are changed or cancelled to permit such provisions to become effective.

IN WITNESS WHEREOF, the said CITY OF GREENFIELD, acting through its Personnel Board and the UNITED PUBLIC SERVICE EMPLOYEES UNION, 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.

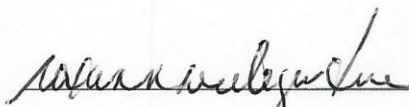

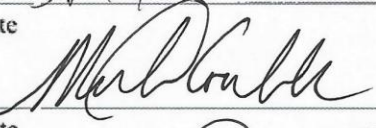
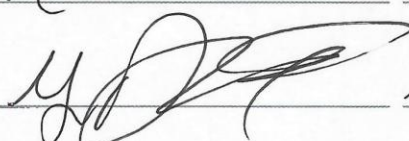
IN WITNESS WHEREOF, the parties hereto have set their hands this 22 day of

September, ~~2022~~ 2023.

41. Insert Appendix A, list of positions included in the bargaining unit.
42. FY 2020-2023 Wage Schedules: Replace FY 2020-2023 Wage Schedules with FY 2024-2026 Wage Schedules as follows:

CITY OF GREENFIELD:

UNITED PUBLIC SERVICE EMPLOYEES  
UNION:

	<u>9-22-23</u>	<u>Roger Stolon</u>	<u>9/14/23</u>
	Date		Date
			<u>9/19/23</u>
	Date		Date
			<u>9/19/23</u>
	Date		Date
			<u>9-19-23</u>
	Date		Date

## **APPENDIX A**

**6/9/2023**

### **LIST OF POSITIONS INCLUDED IN THE BARGAINING UNIT**

Custodian  
Forestry Craftsman  
Forestry Crew Chief  
Forestry Operator  
Highway & Traffic Craftsman  
Highway & Traffic Crew Chief  
Highway & Traffic Laborer  
Highway & Traffic Operator  
Parks Craftsman  
Parks Crew Chief  
Parks Laborer  
Sewer & Drain Craftsman  
Sewer & Drain Crew Chief  
Sewer & Drain Laborer  
Sewer & Drain Operator  
Sewer & Drain Senior Operator  
Solid Waste Crew Chief  
Solid Waste Laborer  
Solid Waste Operator  
Solid Waste Senior Operator  
Solid Waste Senior Operator 2  
Vehicle Assistant Mechanic  
Vehicle Lead Mechanic  
Vehicle Master Mechanic  
Vehicle Mechanic  
Water Distribution Craftsman  
Water Distribution Crew Chief  
Water Distribution Laborer  
Water Distribution Operator  
WPCF Operations Technician Level I  
WPCF Operations Technician Level II-Wastewater  
WPCF Operator/Potable Water Specialist  
WPCF Operator/Wastewater Specialist  
WPCF Water Facilities Apprentice



**City of Greenfield "W" Wage Schedule  
FY24 July 1, 2023- June 30, 2024  
2% COLA**

Stepping will occur on July 1st, six (6) months earlier in FY24, due to the change in the effective date for stepping. Eligible employees will step July 1st instead of January each year therefore January steps will no longer occur. Effective July 1, 2023, add Step H with a 2.5% spread between Step G and Step H, allowing every eligible employee to step.

Grade	A	B	C	D	E	F	G	H
<b>W3</b>	<b>\$17.41</b>	<b>\$17.87</b>	<b>\$18.64</b>	<b>\$19.08</b>	<b>\$19.56</b>	<b>\$20.05</b>	<b>\$20.55</b>	<b>\$21.06</b>
	\$1,392.80	\$1,429.60	\$1,491.20	\$1,526.40	\$1,564.80	\$1,604.00	\$1,644.00	\$1,684.80
	\$36,212.80	\$37,169.60	\$38,771.20	\$39,686.40	\$40,684.80	\$41,704.00	\$42,744.00	\$43,804.80
<b>W4</b>	<b>\$18.01</b>	<b>\$18.50</b>	<b>\$19.22</b>	<b>\$19.71</b>	<b>\$20.19</b>	<b>\$20.71</b>	<b>\$21.23</b>	<b>\$21.76</b>
	\$1,440.80	\$1,480.00	\$1,537.60	\$1,576.80	\$1,615.20	\$1,656.80	\$1,698.40	\$1,740.80
	\$37,460.80	\$38,480.00	\$39,977.60	\$40,996.80	\$41,995.20	\$43,076.80	\$44,158.40	\$45,260.80
<b>W5</b>	<b>\$18.58</b>	<b>\$19.06</b>	<b>\$19.74</b>	<b>\$20.24</b>	<b>\$20.75</b>	<b>\$21.26</b>	<b>\$21.79</b>	<b>\$22.33</b>
	\$1,486.40	\$1,524.80	\$1,579.20	\$1,619.20	\$1,660.00	\$1,700.80	\$1,743.20	\$1,786.40
	\$38,646.40	\$39,644.80	\$41,059.20	\$42,099.20	\$43,160.00	\$44,220.80	\$45,323.20	\$46,446.40
<b>W6</b>	<b>\$19.16</b>	<b>\$19.65</b>	<b>\$20.27</b>	<b>\$20.79</b>	<b>\$21.30</b>	<b>\$21.85</b>	<b>\$22.39</b>	<b>\$22.95</b>
	\$1,532.80	\$1,572.00	\$1,621.60	\$1,663.20	\$1,704.00	\$1,748.00	\$1,791.20	\$1,836.00
	\$39,852.80	\$40,872.00	\$42,161.60	\$43,243.20	\$44,304.00	\$45,448.00	\$46,571.20	\$47,736.00
<b>W7</b>	<b>\$19.65</b>	<b>\$20.13</b>	<b>\$20.86</b>	<b>\$21.38</b>	<b>\$21.92</b>	<b>\$22.46</b>	<b>\$23.02</b>	<b>\$23.60</b>
	\$1,572.00	\$1,610.40	\$1,668.80	\$1,710.40	\$1,753.60	\$1,796.80	\$1,841.60	\$1,888.00
	\$40,872.00	\$41,870.40	\$43,388.80	\$44,470.40	\$45,593.60	\$46,716.80	\$47,881.60	\$49,088.00
<b>W8</b>	<b>\$20.24</b>	<b>\$20.76</b>	<b>\$21.46</b>	<b>\$21.98</b>	<b>\$22.55</b>	<b>\$23.10</b>	<b>\$23.68</b>	<b>\$24.27</b>
	\$1,619.20	\$1,660.80	\$1,716.80	\$1,758.40	\$1,804.00	\$1,848.00	\$1,894.40	\$1,941.60
	\$42,099.20	\$43,180.80	\$44,636.80	\$45,718.40	\$46,904.00	\$48,048.00	\$49,254.40	\$50,481.60
<b>W9</b>	<b>\$20.73</b>	<b>\$21.27</b>	<b>\$22.00</b>	<b>\$22.57</b>	<b>\$23.12</b>	<b>\$23.72</b>	<b>\$24.31</b>	<b>\$24.92</b>
	\$1,658.40	\$1,701.60	\$1,760.00	\$1,805.60	\$1,849.60	\$1,897.60	\$1,944.80	\$1,993.60
	\$43,118.40	\$44,241.60	\$45,760.00	\$46,945.60	\$48,089.60	\$49,337.60	\$50,564.80	\$51,833.60
<b>W10</b>	<b>\$21.30</b>	<b>\$21.86</b>	<b>\$22.58</b>	<b>\$23.15</b>	<b>\$23.73</b>	<b>\$24.34</b>	<b>\$24.94</b>	<b>\$25.56</b>
	\$1,704.00	\$1,748.80	\$1,806.40	\$1,852.00	\$1,898.40	\$1,947.20	\$1,995.20	\$2,044.80
	\$44,304.00	\$45,468.80	\$46,966.40	\$48,152.00	\$49,358.40	\$50,627.20	\$51,875.20	\$53,164.80
<b>W11</b>	<b>\$21.83</b>	<b>\$22.36</b>	<b>\$23.16</b>	<b>\$23.74</b>	<b>\$24.35</b>	<b>\$24.91</b>	<b>\$25.57</b>	<b>\$26.21</b>
	\$1,746.40	\$1,788.80	\$1,852.80	\$1,899.20	\$1,948.00	\$1,992.80	\$2,045.60	\$2,096.80
	\$45,406.40	\$46,508.80	\$48,172.80	\$49,379.20	\$50,648.00	\$51,812.80	\$53,185.60	\$54,516.80
<b>W12</b>	<b>\$22.36</b>	<b>\$22.95</b>	<b>\$23.68</b>	<b>\$24.29</b>	<b>\$24.88</b>	<b>\$25.51</b>	<b>\$26.14</b>	<b>\$26.79</b>
	\$1,788.80	\$1,836.00	\$1,894.40	\$1,943.20	\$1,990.40	\$2,040.80	\$2,091.20	\$2,143.20
	\$46,508.80	\$47,736.00	\$49,254.40	\$50,523.20	\$51,750.40	\$53,060.80	\$54,371.20	\$55,723.20

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

**City of Greenfield "T" Wage Schedule**

**FY24 July 1, 2023- June 30, 2024**

**2% COLA**

Stepping will occur on July 1st, six (6) months earlier in FY24, due to the change in the effective date for stepping.  
Eligible employees will step July 1st instead of January each year therefore January steps will no longer occur.  
Effective July 1, 2023, add Step H with a 2.5% spread between Step G and Step H, allowing every eligible employee to step.

Grade	A	B	C	D	E	F	G	H
T1	<b>\$20.03</b>	<b>\$20.80</b>	<b>\$21.57</b>	<b>\$22.34</b>	<b>\$23.11</b>	<b>\$23.88</b>	<b>\$24.74</b>	<b>\$25.36</b>
	\$1,602.40	\$1,664.00	\$1,725.60	\$1,787.20	\$1,848.80	\$1,910.40	\$1,979.20	\$2,028.80
	\$41,662.40	\$43,264.00	\$44,865.60	\$46,467.20	\$48,068.80	\$49,670.40	\$51,459.20	\$52,748.80
T2	<b>\$22.52</b>	<b>\$23.29</b>	<b>\$24.08</b>	<b>\$24.84</b>	<b>\$25.58</b>	<b>\$26.41</b>	<b>\$27.25</b>	<b>\$27.93</b>
	\$1,801.60	\$1,863.20	\$1,926.40	\$1,987.20	\$2,046.40	\$2,112.80	\$2,180.00	\$2,234.40
	\$46,841.60	\$48,443.20	\$50,086.40	\$51,667.20	\$53,206.40	\$54,932.80	\$56,680.00	\$58,094.40
T3	<b>\$24.60</b>	<b>\$25.44</b>	<b>\$26.30</b>	<b>\$27.12</b>	<b>\$27.99</b>	<b>\$28.79</b>	<b>\$29.72</b>	<b>\$30.46</b>
	\$1,968.00	\$2,035.20	\$2,104.00	\$2,169.60	\$2,239.20	\$2,303.20	\$2,377.60	\$2,436.80
	\$51,168.00	\$52,915.20	\$54,704.00	\$56,409.60	\$58,219.20	\$59,883.20	\$61,817.60	\$63,356.80
T4	<b>\$27.27</b>	<b>\$28.19</b>	<b>\$29.14</b>	<b>\$30.12</b>	<b>\$31.13</b>	<b>\$32.17</b>	<b>\$33.24</b>	<b>\$34.07</b>
	\$2,181.60	\$2,255.20	\$2,331.20	\$2,409.60	\$2,490.40	\$2,573.60	\$2,659.20	\$2,725.60
	\$56,721.60	\$58,635.20	\$60,611.20	\$62,649.60	\$64,750.40	\$66,913.60	\$69,139.20	\$70,865.60

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



**City of Greenfield "W" Wage Schedule  
FY25 July 1, 2024- June 30, 2025  
3% COLA**

Effective July 1, 2024, base wages will be increased by a one percent (1%) COLA, and an additional two percent (2%) COLA to compensate for the union accepting a correction to the longevity language error of twenty dollars (\$20) at ten (10) years of service to the intended ten dollars (\$10) at ten (10) years of service (longevity correction is effective July 1, 2023).

Grade	A	B	C	D	E	F	G	H
W3	\$17.93	\$18.41	\$19.20	\$19.65	\$20.15	\$20.65	\$21.17	\$21.69
	\$1,434.40	\$1,472.80	\$1,536.00	\$1,572.00	\$1,612.00	\$1,652.00	\$1,693.60	\$1,735.20
	\$37,294.40	\$38,292.80	\$39,936.00	\$40,872.00	\$41,912.00	\$42,952.00	\$44,033.60	\$45,115.20
W4	\$18.55	\$19.06	\$19.80	\$20.30	\$20.80	\$21.33	\$21.87	\$22.41
	\$1,484.00	\$1,524.80	\$1,584.00	\$1,624.00	\$1,664.00	\$1,706.40	\$1,749.60	\$1,792.80
	\$38,584.00	\$39,644.80	\$41,184.00	\$42,224.00	\$43,264.00	\$44,366.40	\$45,489.60	\$46,612.80
W5	\$19.14	\$19.63	\$20.33	\$20.85	\$21.37	\$21.90	\$22.44	\$23.00
	\$1,531.20	\$1,570.40	\$1,626.40	\$1,668.00	\$1,709.60	\$1,752.00	\$1,795.20	\$1,840.00
	\$39,811.20	\$40,830.40	\$42,286.40	\$43,368.00	\$44,449.60	\$45,552.00	\$46,675.20	\$47,840.00
W6	\$19.73	\$20.24	\$20.88	\$21.41	\$21.94	\$22.51	\$23.06	\$23.64
	\$1,578.40	\$1,619.20	\$1,670.40	\$1,712.80	\$1,755.20	\$1,800.80	\$1,844.80	\$1,891.20
	\$41,038.40	\$42,099.20	\$43,430.40	\$44,532.80	\$45,635.20	\$46,820.80	\$47,964.80	\$49,171.20
W7	\$20.24	\$20.73	\$21.49	\$22.02	\$22.58	\$23.13	\$23.71	\$24.31
	\$1,619.20	\$1,658.40	\$1,719.20	\$1,761.60	\$1,806.40	\$1,850.40	\$1,896.80	\$1,944.80
	\$42,099.20	\$43,118.40	\$44,699.20	\$45,801.60	\$46,966.40	\$48,110.40	\$49,316.80	\$50,564.80
W8	\$20.85	\$21.38	\$22.10	\$22.64	\$23.23	\$23.79	\$24.39	\$25.00
	\$1,668.00	\$1,710.40	\$1,768.00	\$1,811.20	\$1,858.40	\$1,903.20	\$1,951.20	\$2,000.00
	\$43,368.00	\$44,470.40	\$45,968.00	\$47,091.20	\$48,318.40	\$49,483.20	\$50,731.20	\$52,000.00
W9	\$21.35	\$21.91	\$22.66	\$23.25	\$23.81	\$24.43	\$25.04	\$25.67
	\$1,708.00	\$1,752.80	\$1,812.80	\$1,860.00	\$1,904.80	\$1,954.40	\$2,003.20	\$2,053.60
	\$44,408.00	\$45,572.80	\$47,132.80	\$48,360.00	\$49,524.80	\$50,814.40	\$52,083.20	\$53,393.60
W10	\$21.94	\$22.52	\$23.26	\$23.84	\$24.44	\$25.07	\$25.69	\$26.33
	\$1,755.20	\$1,801.60	\$1,860.80	\$1,907.20	\$1,955.20	\$2,005.60	\$2,055.20	\$2,106.40
	\$45,635.20	\$46,841.60	\$48,380.80	\$49,587.20	\$50,835.20	\$52,145.60	\$53,435.20	\$54,766.40
W11	\$22.48	\$23.03	\$23.85	\$24.45	\$25.08	\$25.66	\$26.34	\$27.00
	\$1,798.40	\$1,842.40	\$1,908.00	\$1,956.00	\$2,006.40	\$2,052.80	\$2,107.20	\$2,160.00
	\$46,758.40	\$47,902.40	\$49,608.00	\$50,856.00	\$52,166.40	\$53,372.80	\$54,787.20	\$56,160.00
W12	\$23.03	\$23.64	\$24.39	\$25.02	\$25.63	\$26.28	\$26.92	\$27.59
	\$1,842.40	\$1,891.20	\$1,951.20	\$2,001.60	\$2,050.40	\$2,102.40	\$2,153.60	\$2,207.20
	\$47,902.40	\$49,171.20	\$50,731.20	\$52,041.60	\$53,310.40	\$54,662.40	\$55,993.60	\$57,387.20

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



**City of Greenfield "T" Wage Schedule**

**FY25 July 1, 2024- June 30, 2025**

**3% COLA**

Effective July 1, 2024, base wages will be increased by a one percent (1%) COLA, and an additional two percent (2%) COLA to compensate for the union accepting a correction to the longevity language error of twenty dollars (\$20) at ten (10) years of service to the intended ten dollars (\$10) at ten (10) years of service (longevity correction is effective July 1, 2023).

<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>
<b>T1</b>	<b>\$20.63</b>	<b>\$21.42</b>	<b>\$22.22</b>	<b>\$23.01</b>	<b>\$23.80</b>	<b>\$24.60</b>	<b>\$25.48</b>	<b>\$26.12</b>
	\$1,650.40	\$1,713.60	\$1,777.60	\$1,840.80	\$1,904.00	\$1,968.00	\$2,038.40	\$2,089.60
	\$42,910.40	\$44,553.60	\$46,217.60	\$47,860.80	\$49,504.00	\$51,168.00	\$52,998.40	\$54,329.60
<b>T2</b>	<b>\$23.20</b>	<b>\$23.99</b>	<b>\$24.80</b>	<b>\$25.59</b>	<b>\$26.35</b>	<b>\$27.20</b>	<b>\$28.07</b>	<b>\$28.77</b>
	\$1,856.00	\$1,919.20	\$1,984.00	\$2,047.20	\$2,108.00	\$2,176.00	\$2,245.60	\$2,301.60
	\$48,256.00	\$49,899.20	\$51,584.00	\$53,227.20	\$54,808.00	\$56,576.00	\$58,385.60	\$59,841.60
<b>T3</b>	<b>\$25.34</b>	<b>\$26.20</b>	<b>\$27.09</b>	<b>\$27.93</b>	<b>\$28.83</b>	<b>\$29.65</b>	<b>\$30.61</b>	<b>\$31.37</b>
	\$2,027.20	\$2,096.00	\$2,167.20	\$2,234.40	\$2,306.40	\$2,372.00	\$2,448.80	\$2,509.60
	\$52,707.20	\$54,496.00	\$56,347.20	\$58,094.40	\$59,966.40	\$61,672.00	\$63,668.80	\$65,249.60
<b>T4</b>	<b>\$28.09</b>	<b>\$29.04</b>	<b>\$30.01</b>	<b>\$31.02</b>	<b>\$32.06</b>	<b>\$33.14</b>	<b>\$34.24</b>	<b>\$35.09</b>
	\$2,247.20	\$2,323.20	\$2,400.80	\$2,481.60	\$2,564.80	\$2,651.20	\$2,739.20	\$2,807.20
	\$58,427.20	\$60,403.20	\$62,420.80	\$64,521.60	\$66,684.80	\$68,931.20	\$71,219.20	\$72,987.20

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

**City of Greenfield "W" Wage Schedule  
FY26 July 1, 2025- June 30, 2026**

**3% COLA**

<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>
<b>W3</b>	<b>\$18.47</b>	<b>\$18.96</b>	<b>\$19.78</b>	<b>\$20.24</b>	<b>\$20.75</b>	<b>\$21.27</b>	<b>\$21.81</b>	<b>\$22.34</b>
	\$1,477.60	\$1,516.80	\$1,582.40	\$1,619.20	\$1,660.00	\$1,701.60	\$1,744.80	\$1,787.20
	\$38,417.60	\$39,436.80	\$41,142.40	\$42,099.20	\$43,160.00	\$44,241.60	\$45,364.80	\$46,467.20
<b>W4</b>	<b>\$19.11</b>	<b>\$19.63</b>	<b>\$20.39</b>	<b>\$20.91</b>	<b>\$21.42</b>	<b>\$21.97</b>	<b>\$22.53</b>	<b>\$23.08</b>
	\$1,528.80	\$1,570.40	\$1,631.20	\$1,672.80	\$1,713.60	\$1,757.60	\$1,802.40	\$1,846.40
	\$39,748.80	\$40,830.40	\$42,411.20	\$43,492.80	\$44,553.60	\$45,697.60	\$46,862.40	\$48,006.40
<b>W5</b>	<b>\$19.71</b>	<b>\$20.22</b>	<b>\$20.94</b>	<b>\$21.48</b>	<b>\$22.01</b>	<b>\$22.56</b>	<b>\$23.11</b>	<b>\$23.69</b>
	\$1,576.80	\$1,617.60	\$1,675.20	\$1,718.40	\$1,760.80	\$1,804.80	\$1,848.80	\$1,895.20
	\$40,996.80	\$42,057.60	\$43,555.20	\$44,678.40	\$45,780.80	\$46,924.80	\$48,068.80	\$49,275.20
<b>W6</b>	<b>\$20.32</b>	<b>\$20.85</b>	<b>\$21.51</b>	<b>\$22.05</b>	<b>\$22.60</b>	<b>\$23.19</b>	<b>\$23.75</b>	<b>\$24.35</b>
	\$1,625.60	\$1,668.00	\$1,720.80	\$1,764.00	\$1,808.00	\$1,855.20	\$1,900.00	\$1,948.00
	\$42,265.60	\$43,368.00	\$44,740.80	\$45,864.00	\$47,008.00	\$48,235.20	\$49,400.00	\$50,648.00
<b>W7</b>	<b>\$20.85</b>	<b>\$21.35</b>	<b>\$22.13</b>	<b>\$22.68</b>	<b>\$23.26</b>	<b>\$23.82</b>	<b>\$24.42</b>	<b>\$25.04</b>
	\$1,668.00	\$1,708.00	\$1,770.40	\$1,814.40	\$1,860.80	\$1,905.60	\$1,953.60	\$2,003.20
	\$43,368.00	\$44,408.00	\$46,030.40	\$47,174.40	\$48,380.80	\$49,545.60	\$50,793.60	\$52,083.20
<b>W8</b>	<b>\$21.48</b>	<b>\$22.02</b>	<b>\$22.76</b>	<b>\$23.32</b>	<b>\$23.93</b>	<b>\$24.50</b>	<b>\$25.12</b>	<b>\$25.75</b>
	\$1,718.40	\$1,761.60	\$1,820.80	\$1,865.60	\$1,914.40	\$1,960.00	\$2,009.60	\$2,060.00
	\$44,678.40	\$45,801.60	\$47,340.80	\$48,505.60	\$49,774.40	\$50,960.00	\$52,249.60	\$53,560.00
<b>W9</b>	<b>\$21.99</b>	<b>\$22.57</b>	<b>\$23.34</b>	<b>\$23.95</b>	<b>\$24.52</b>	<b>\$25.16</b>	<b>\$25.79</b>	<b>\$26.44</b>
	\$1,759.20	\$1,805.60	\$1,867.20	\$1,916.00	\$1,961.60	\$2,012.80	\$2,063.20	\$2,115.20
	\$45,739.20	\$46,945.60	\$48,547.20	\$49,816.00	\$51,001.60	\$52,332.80	\$53,643.20	\$54,995.20
<b>W10</b>	<b>\$22.60</b>	<b>\$23.20</b>	<b>\$23.96</b>	<b>\$24.56</b>	<b>\$25.17</b>	<b>\$25.82</b>	<b>\$26.46</b>	<b>\$27.12</b>
	\$1,808.00	\$1,856.00	\$1,916.80	\$1,964.80	\$2,013.60	\$2,065.60	\$2,116.80	\$2,169.60
	\$47,008.00	\$48,256.00	\$49,836.80	\$51,084.80	\$52,353.60	\$53,705.60	\$55,036.80	\$56,409.60
<b>W11</b>	<b>\$23.15</b>	<b>\$23.72</b>	<b>\$24.57</b>	<b>\$25.18</b>	<b>\$25.83</b>	<b>\$26.43</b>	<b>\$27.13</b>	<b>\$27.81</b>
	\$1,852.00	\$1,897.60	\$1,965.60	\$2,014.40	\$2,066.40	\$2,114.40	\$2,170.40	\$2,224.80
	\$48,152.00	\$49,337.60	\$51,105.60	\$52,374.40	\$53,726.40	\$54,974.40	\$56,430.40	\$57,844.80
<b>W12</b>	<b>\$23.72</b>	<b>\$24.35</b>	<b>\$25.12</b>	<b>\$25.77</b>	<b>\$26.40</b>	<b>\$27.07</b>	<b>\$27.73</b>	<b>\$28.42</b>
	\$1,897.60	\$1,948.00	\$2,009.60	\$2,061.60	\$2,112.00	\$2,165.60	\$2,218.40	\$2,273.60
	\$49,337.60	\$50,648.00	\$52,249.60	\$53,601.60	\$54,912.00	\$56,305.60	\$57,678.40	\$59,113.60

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



**City of Greenfield "T" Wage Schedule**

**FY26 July 1, 2025- June 30, 2026**

**3% COLA**

<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>
<b>T1</b>	<b>\$21.25</b>	<b>\$22.06</b>	<b>\$22.89</b>	<b>\$23.70</b>	<b>\$24.51</b>	<b>\$25.34</b>	<b>\$26.24</b>	<b>\$26.90</b>
	\$1,700.00	\$1,764.80	\$1,831.20	\$1,896.00	\$1,960.80	\$2,027.20	\$2,099.20	\$2,152.00
	\$44,200.00	\$45,884.80	\$47,611.20	\$49,296.00	\$50,980.80	\$52,707.20	\$54,579.20	\$55,952.00
<b>T2</b>	<b>\$23.90</b>	<b>\$24.71</b>	<b>\$25.54</b>	<b>\$26.36</b>	<b>\$27.14</b>	<b>\$28.02</b>	<b>\$28.91</b>	<b>\$29.63</b>
	\$1,912.00	\$1,976.80	\$2,043.20	\$2,108.80	\$2,171.20	\$2,241.60	\$2,312.80	\$2,370.40
	\$49,712.00	\$51,396.80	\$53,123.20	\$54,828.80	\$56,451.20	\$58,281.60	\$60,132.80	\$61,630.40
<b>T3</b>	<b>\$26.10</b>	<b>\$26.99</b>	<b>\$27.90</b>	<b>\$28.77</b>	<b>\$29.69</b>	<b>\$30.54</b>	<b>\$31.53</b>	<b>\$32.31</b>
	\$2,088.00	\$2,159.20	\$2,232.00	\$2,301.60	\$2,375.20	\$2,443.20	\$2,522.40	\$2,584.80
	\$54,288.00	\$56,139.20	\$58,032.00	\$59,841.60	\$61,755.20	\$63,523.20	\$65,582.40	\$67,204.80
<b>T4</b>	<b>\$28.93</b>	<b>\$29.91</b>	<b>\$30.91</b>	<b>\$31.95</b>	<b>\$33.02</b>	<b>\$34.13</b>	<b>\$35.27</b>	<b>\$36.14</b>
	\$2,314.40	\$2,392.80	\$2,472.80	\$2,556.00	\$2,641.60	\$2,730.40	\$2,821.60	\$2,891.20
	\$60,174.40	\$62,212.80	\$64,292.80	\$66,456.00	\$68,681.60	\$70,990.40	\$73,361.60	\$75,171.20

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

## **City Council – First Reading- November 15, 2023**

- Transfer \$1,500,000 from Free Cash to Capital Stabilization.
- Transfer \$466,000 from Free Cash to Debt Service: \$277,000 for Principal Paydowns Acct 59991 and \$189,000 for Short-Term Interest Acct 5925.
- Transfer \$199,993 from Free Cash to Opioid Settlement Stabilization Fund.
- Transfer \$100,000 from Free Cash to FY24 Town [City] Attorney Services (aka Legal).
- Approve Memorandum of Understanding (MOU) between City of Greenfield and Salary Schedule Employees Association and Transfer \$43,600 from Free Cash to seven (7) Wage Accounts.

**CITY COUNCIL ORDER**  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of Mayor Wedegartner

**An Order to Transfer \$1,500,000 from Free Cash to Capital Stabilization**

*Move that it be Ordered, that*

The City Council approves a transfer in the sum of \$1,500,000 from Free Cash to Capital Stabilization.

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

Attachments:

1. Stabilization Balances, 6/30/23



**CITY OF GREENFIELD  
STABILIZATION ACCOUNTS**

**FY23  
Thru June 30, 2023**

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue or Transfers In</u>	<u>Interest</u>	<u>Transfers Out</u>	<u>Fund Balance</u>	<u>% of Operating Budget</u>	<u>Oper Budget</u>
8400	Stabilization	2,154,818.43		72,520.67		2,227,339.10	3.85%	57,893,636
8402	Stabilization - Capital	1,094,010.69	2,200,000.00	38,836.78	(1,795,068.00)	1,537,779.47	2.66%	
8403	Stabilization - Contractual Agreements	170,779.82	300,000.00	5,861.31	(375,000.00)	101,641.13	0.18%	
8404	Stabilization - Building Maintenance	6,205.51		209.22		6,414.73	0.01%	
8405	Stabilization - SPED	1,159.48		39.40		1,198.88	0.00%	
8406	OPEB Stabilization	205,144.77	151,557.90	6,578.61	(200,000.00)	163,281.28	0.28%	
8407	Pension Stabilization	1,003,688.41		33,781.81		1,037,470.22	1.79%	
Grand Total:		4,635,807.11	2,651,557.90	157,827.80	(2,370,068.00)	5,075,124.81	8.77%	

CITY OF GREENFIELD			
FREE CASH SUMMARY			
FY23 Certified Free Cash			\$2,804,628
Opioid Settlement Funds		\$199,993	Required
Debt - Paydowns		\$277,000	
Debt - Interest		\$189,000	
Capital Stabilization		\$1,500,000	
Legal		\$100,000	
SSEA Contract \$		\$43,600	
Total Free Cash Financial Orders		\$2,309,593	
Free Cash Balance			\$495,035

**CITY COUNCIL ORDER**  
**City of Greenfield**  
MASSACHUSETTS

---

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

*The City Council*

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\_\_\_\_\_  
Upon recommendation of Mayor Wedegartner

**An Order to Transfer \$466,000 from Free Cash to Debt Service**

*Move that it be Ordered, that*

The City Council approves a transfer in the sum of \$466,000 from Free Cash to Debt Service, to fund account lines Principal Paydowns (01007100 59991) in the amount of \$277,000 and Short-Term Interest (01007520 5925) in the amount of \$189,000.

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

CITY OF GREENFIELD			
FREE CASH SUMMARY			
FY23 Certified Free Cash			\$2,804,628
Opioid Settlement Funds		\$199,993	Required
Debt - Paydowns		\$277,000	
Debt - Interest		\$189,000	
Capital Stabilization		\$1,500,000	
Legal		\$100,000	
SSEA Contract \$		\$43,600	
Total Free Cash Financial Orders		\$2,309,593	
Free Cash Balance			\$495,035

**CITY COUNCIL ORDER**  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council*

\_\_\_\_\_  
Upon recommendation of Mayor Wedegartner

**An Order to Transfer \$199,993. from Free Cash to Opioid Settlement Stabilization Fund**

*Move that it be Ordered, that*

The City Council approves a transfer in the sum of \$199,993 from Free Cash to Opioid Settlement Stabilization Fund.

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

Attachments:

1. Memo from 7/25/23
2. Free Cash Summary

CITY OF GREENFIELD			
FREE CASH SUMMARY			
FY23 Certified Free Cash			\$2,804,628
Opioid Settlement Funds		\$199,993	Required
Debt - Paydowns		\$277,000	
Debt - Interest		\$189,000	
Capital Stabilization		\$1,500,000	
Legal		\$100,000	
SSEA Contract \$		\$43,600	
Total Free Cash Financial Orders		\$2,309,593	
Free Cash Balance			\$495,035



City of  
**GREENFIELD, MASSACHUSETTS**

**FINANCE DEPARTMENT**

**Diana M. Schindler**

**Finance Director**

City Hall • 14 Court Square • Greenfield, MA 01301  
Phone 413-772-1504 • Fax 413-772-1519  
[diana.schindler@greenfield-ma.gov](mailto:diana.schindler@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)



July 25, 2023

To: City Councilors  
Cc: Mayor Roxann Wedegartner  
Fr: Diana M. Schindler, Finance Director  
Re: Opioid Settlement Stabilization Fund

Dear City Councilors,

Attached is the City and Town issue from MA Division of Local Services (DLS) at DOR that addresses the Opioid settlement proceeds. DLS was anticipating the legislature to allow a General Fund Revenue Exception in Chapter 44, Sec 53, that would permit municipalities to deposit statewide opioid settlement funds in a separate fund, outside of the General Fund, upon the approval of the Director of Accounts, which would be required to be appropriated for their intended purpose.

Since the Legislature has yet to do this, I'm recommending that the City move forward with creating a special Stabilization Fund into which the settlement proceeds are designated by local option and then appropriated only for the intended purpose, at the request of the Mayor with City Council vote as prescribed.

Further, as soon as FY23 Free Cash is certified, projected by end of October, the City Council will need to move the \$199k into the Opioid Settlement Stabilization Fund. The mayor has begun to gather experts and providers to hear priorities and initiatives for funding and will provide updates to the Council as available.

Also, as a reminder, the City must follow procurement for any appropriations in accordance with Chapter 30B.

Here's a link with more details regarding funding and procurement. <https://www.mass.gov/info-details/frequently-asked-questions-about-the-ags-statewide-opioid-settlements>

Please feel free to contact me with any questions.



**CITY COUNCIL ORDER**  
**City of Greenfield**  
MASSACHUSETTS

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

*The City Council* \_\_\_\_\_

\_\_\_\_\_  
Upon recommendation of Mayor Wedegartner

**An Order to Transfer \$100,000 from Free Cash to FY24 Town Attorney Services (a.k.a. Legal)**

*Move that it be Ordered, that*

The City Council approves a transfer in the amount of \$100,000 from Free Cash to Town [City] Attorney Services.

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

Current Balance in Town [City] Attorney Account: \$9,515.84

Attachments:

1. Free Cash Summary
2. GL Account Detail – Town [City] Attorney Services, thru 10/16/23
3. GL Acct # 01001510.5302, Town [City] Attorney Services, Year to Date Balance

CITY OF GREENFIELD			
FREE CASH SUMMARY			
FY23 Certified Free Cash			<b>\$2,804,628</b>
Opioid Settlement Funds		\$199,993	Required
Debt - Paydowns		\$277,000	
Debt - Interest		\$189,000	
Capital Stabilization		\$1,500,000	
Legal		\$100,000	
SSEA Contract \$		\$43,600	
Total Free Cash Financial Orders		<u>\$2,309,593</u>	
Free Cash Balance			<b>\$495,035</b>

YEAR TO DATE

FOR 2024 04

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0100 General Fund							
151 Legal Town							
52 Ordinary Expenses							
01001510 5302 Town Attor	90,000	5,325	95,325	85,809.16	.00	9,515.84	90.0%
TOTAL Ordinary Expenses	90,000	5,325	95,325	85,809.16	.00	9,515.84	90.0%
TOTAL Legal Town	90,000	5,325	95,325	85,809.16	.00	9,515.84	90.0%
GRAND TOTAL	90,000	5,325	95,325	85,809.16	.00	9,515.84	90.0%

\*\* END OF REPORT - Generated by Diana Schindler \*\*

**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. C 150E, § 7 to approve the first-year cost items for settled CBA**

*Move that it be Ordered,*

Pursuant to M.G.L. C 150E, § 7, that the City Council approve the Memorandum of Understanding (MOU) between the City of Greenfield and Salary Schedule Employees Association **and transfer from Free Cash, the total sum of \$43,600, to fund the first-year cost items to be allocated as follows:**

<b>Licensing Dept Wages</b>	<b>01001650 5111</b>	<b>\$ 2,200</b>
<b>Planning Dept Wages</b>	<b>01001770 5111</b>	<b>\$ 1,600</b>
<b>Building Inspections Wages</b>	<b>01002410 5111</b>	<b>\$12,500</b>
<b>Council on Aging Wages</b>	<b>01005410 5111</b>	<b>\$ 5,100</b>
<b>Veterans Wages</b>	<b>01005430 5111</b>	<b>\$ 5,800</b>
<b>Library Wages</b>	<b>01006100 5111</b>	<b>\$ 3,600</b>
<b>Recreation Wages</b>	<b>01006300 5111</b>	<b><u>\$12,800</u></b>
		<b>\$43,600</b>

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

MOA Financial Summary

- d) FY24 – Step increases effective July 1 instead of January 1. (steps~2.5%)
- e) FY24=3%, FY25=3%, FY26=3% COLA
- f) 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:

- 2. Signed MOU
- 3. Free Cash Summary

## MEMORANDUM OF AGREEMENT

### (SUBJECT TO RATIFICATION)

The City of Greenfield and the SSEA Union hereby enter into this Memorandum of Agreement ("MOA") to resolve collective bargaining negotiations following expiration of the Parties' July 1, 2020 to June 30, 2023 Collective Bargaining Agreement ("Agreement") as follows. This MOA is subject to ratification by the SSEA bargaining unit and approval of funding by the Greenfield City Council.

Unless otherwise specified, all provisions are to become effective upon ratification by the bargaining unit and approval of funding of the collective bargaining agreements by the Greenfield City Council:

1. Two Collective Bargaining Agreements with the following, respective durations:
  - a. July 1, 2023 to June 30, 2024
  - b. July 1, 2024 to June 30, 2026
2. Wages (Article 22 and Appendix C):
  - a. The wages in Appendix C shall increase by three percent (3%) COLA retroactive to July 1, 2023; three percent (3%) COLA on July 1, 2024; and three percent (3%) COLA on July 1, 2025.
3. Longevity Pay (Article 22, C): The Parties agree to change the longevity payment practice as follows. Longevity pay shall be paid at the rate of \$10 per week to employees commencing at ten (10) years of continuous employment service and employees shall be paid longevity pay at the additional rate of two dollars (\$2.00) per week for each year of continuous employment service upon commencing their eleventh (11<sup>th</sup>) year of continuous service.

Thus, an employee with 11 years of continuous employment service shall be paid longevity pay of twelve dollars (\$12) per week. Upon commencing their 12<sup>th</sup> year of continuous employment service, this employee will be paid longevity pay at the rate of fourteen dollars (\$14) per week, etc. The language in Article 22, C shall be amended to clarify this practice.

Eligible employees will receive longevity increases on the first of the month in which their anniversary date lands instead of on their anniversary date.
4. Reopener: Either party may request the other party in writing to reopen negotiations after issuance of the Report of the Collins Wage Classification Study ("Collins Report") for the purpose of negotiating over potential adjustments to compensation of any position within the bargaining unit.



5. Should the City file a Petition to remove a position from the SSEA bargaining unit, the Union agrees to affirmatively waive all rights to contest the petition on procedural grounds including that the petition is barred by a collective bargaining agreement then in effect ("contract bar").

6. Article 8, Paragraph B (Vacation Leave): The Vacation Leave Chart shall be amended as follows:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hours/Year</u>	<u>Hours/Month</u>	<u>Day/Month</u>
0 but < 10 years	15	112.50	9.38	1.25
10 but <17	20	150	12.50	1.67
17+	25	187.50	15.63	2.08

7. Article 13, Paragraph D (Bereavement Leave): Add employee's Great Grandparents and Great Grandchildren to Immediate Family Bereavement Leave.

8. Article 28 (Intergovernmental Benefit Recognition):

- a. Delete last sentence in Article 28, A.
- b. Delete current Article 28, Paragraph C and replace with:


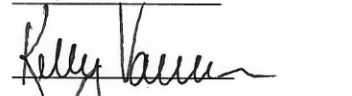
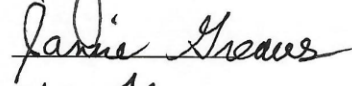

New hires shall provide Human Resources no later than thirty (30) days following their initial date of employment with the City, verification from their previous Commonwealth or municipality employer(s) attesting to the veracity of their governmental service years and as defined and determined by the Massachusetts Retirement System regarding their service years and dates of employment. The vacation accrual will be credited the length of employment year provided for in said leave benefit to be effective the first of the month following date of hire. New hires who fail to provide verification within the first thirty (30) days of their initial employment will receive an adjustment effective upon receipt of verification. There is no retroactive adjustment back to date of hire. It is the responsibility of the employee to ensure that they provide verification to Human Resources if they wish to have the intergovernmental benefit recognized.

9. Article 29, Paragraph A. 2 (Review and Adjustment Of Positions): Change time limit for the supervisor/department head to review and respond to a request for an upgrade to 15 calendar days (from 30 days).

10. The following miscellaneous requests (increase Wellness Reimbursement to \$500; Increase life insurance coverage to \$20,000; and add hearing to Health insurance Coverage) to be presented to the Insurance Advisory Committee (IAC).
11. All other provisions in the Parties' 2020 to 2023 Collective Bargaining Agreement not inconsistent with the above shall remain unchanged.

  
By: City of Greenfield

Date: 10.18.2023

  
  
  
  
By: Greenfield SSEA Union

Date: 10/17/2023

CITY OF GREENFIELD			
FREE CASH SUMMARY			
<b>FY23 Certified Free Cash</b>			<b>\$2,804,628</b>
Opioid Settlement Funds		\$199,993	Required
Debt - Paydowns		\$277,000	
Debt - Interest		\$189,000	
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Free Cash Balance			<b>\$495,035</b>