

Greenfield City Council
December 20, 2023
248th 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/94681425914?pwd=bnNvNFpjSFhKZ1lTYTR0RXoyTEU1Zz09>

Meeting ID: 946 8142 5914

To join via Phone:

Dial by your location

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Meeting ID: 946 8142 5914 Passcode: 140355

Find your local number: <https://greenfield-ma-gov.zoom.us/j/94681425914?pwd=bnNvNFpjSFhKZ1lTYTR0RXoyTEU1Zz09>

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)
 - Suspend Rules of Procedure - Rules of Procedure, 8 Order and Disposition of Business **(Pg. 5)**
4. Approve the September 20, October 18, November 15, November 29, 2023, City Council meeting minutes (To be forwarded to Councilors separately)
5. Communications from Superintendent of Schools and School Committee (10 minutes) **(Pg. 6)**
 - Superintendent Award
 - Redistricting Update
 - Budget preparation for Fiscal Year 2025
- 5a. Questions from the Council for Superintendent of Schools and School Committee
6. Communications from Mayor, City Officers and Employees (10 minutes) - At the time of posting there were no topics reasonably anticipated by the Chair
- 6a. Questions from the Council for Mayor
7. Communications from other City Employees as needed, by invitation - At the time of posting there were no topics reasonably anticipated by the Chair
8. Public Comment
9. Public Hearing(s) and Second Reading(s): **(Pg. 7)**
 - 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.
10. Motions, Orders, and Resolutions
 - I. Filling Precinct 8 Councilor vacancy due to resignation of Douglas Mayo. **(Pg. 8)**
 - II. Mayor's Appointments: Commission on Disability Access – Anthony Stanford; Conservation Commission – Elizabeth Garofalo; Franklin County Technical School Committee – Matt Duley, George VanDelinder; GCET Board of

Commissioners – Erin Donnally Drake; Greenfield Local Cultural Council – Kate Hunter, Lou Marie Judge. **(Pg. 10)**

III. Mayor's Re-Appointments: Council on Aging – Patricia Jordan, Linda Smith; Greenfield Local Cultural Council – Tim Fisk; Parking & Traffic Commission – Jim Geisman; Trustees of the Soldiers Memorial – John Ambo. **(Pg. 11)**

IV. Mayor's Re-Appointment of Travis Drury to the Conservation Commission. **(Pg. 12)**

V. Declaration of Surplus Property and Sale of City Owned Land at 188 Main Street. **(Pg. 23)**

VI. Acceptance of an Easement for Seven (7) Specific Parking Spaces at Lot Located at 402 and 412 Main Street. **(Pg. 25)**

VII. Transfer \$1,500,000 from Free Cash to Capital Stabilization. **(Pg. 58)**

VIII. 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. **(Pg. 60)**

IX. Transfer \$199,993 from Free Cash to Opioid Settlement Stabilization Fund. **(Pg. 61)**

X. Transfer \$100,000 from Free Cash to FY24 Town [City] Attorney Services (aka Legal). **(Pg. 63)**

XI. 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. **(Pg. 66)**

XII. Rescind \$500,000 from the Library Borrowing Authority. **(Pg. 70)**

XIII. Take from the Table FY24-017 – Approve Prior Year Invoice dated 6/9/23 for Doherty, Wallace, Pillsbury and Murphy, PC in the amount of \$15,038.75 to be paid from FY24 Legal Town [City] #01001510.5302. **(Pg. 72)**

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 – At the time of posting there were no topics reasonably anticipated by the Chair

15. New Business

- First Reading **(Pg. 75)**

- Transfer \$30,000 from Free Cash to FY24 Legal Labor.

- Transfer \$600 from the Handicapped Parking Fund for ADA Disability Access at Greenfield High School Track.

- Transfer \$4,500 from the Handicapped Parking Fund for ADA Disability Access to Proposed Bocce Courts.

- Parting words and farewells from Councilors leaving their official position the end of this year.

16. Motions for Reconsideration

17. Adjournment

EXECUTIVE SESSION MAY BE CALLED

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

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL WAIVE THE RULES OF PROCEDURE, 8 ORDER AND DISPOSITION OF BUSINESS, TO ALLOW THE AGENDA ITEMS TO BE TAKEN OUT OF ORDER.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

items for Superintendent to Council

Christine DeBarge

to me, Kathy, Amy

Good evening

These are the topics for discussion at City Council from the Schools. Amy will not be able to attend therefore Karin and I will present on behalf of the schools

Superintendent Award

Redistricting

Budget preparation

Thank you

Christine

PUBLIC HEARING

In accordance with Home Rule Charter, the Greenfield City Council will hold a public hearing on Wed., December 20, 2023, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/94681425914?pwd=bnNvNFpjSFhKZ1lTYTR0RXoyTEU1Zz09> Meeting ID: 946 8142 5914, to receive public input on the following:

- 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.

The City Council may consider the same on Wed., December 20, 2023, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/94681425914?pwd=bnNvNFpjSFhKZ1lTYTR0RXoyTEU1Zz09> Meeting ID: 946 8142 5914 . 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.

Daniel Guin, Greenfield City Council President

City Council – Second Reading- December 20, 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

Councilor _____:
Second by Councilor _____:

The City Council,
Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL, PURSUANT TO CHARTER SECTION 2-11, APPROVES THE APPOINTMENT OF _____ TO FILL THE PRECINCT 8 CITY COUNCIL SEAT, VACATED BY DOUGLAS W. MAYO, UNTIL DECEMBER 31, 2025.

2/3 Vote Required (9)

VOTE:

Explanation of supporting rationale:

Letter of interest from Lora Wondolowski

SECTION 2-11: FILLING OF VACANCIES

If a vacancy should occur in the Office of Precinct Councilor or Councilor at-large, within ninety (90) days prior to the next Annual City Election, it shall remain vacant until that election. Otherwise, the Council President with the advice of the committee chairs may fill that seat by appointing a person residing in that precinct (not applicable for those elected at-large) for which a vacancy exists, subject to a two-thirds vote of the Councilors present, to serve until the next Annual City Election, at which time a person shall be elected to fill the unexpired term.

October 11, 2023

City Clerk Kathryn Scott
14 Court Square
Greenfield, MA 01301

Dear Clerk Scott,

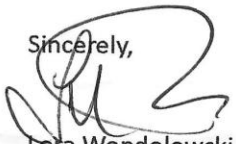
I am writing to express my interest in the Greenfield Precinct 8 City Council seat recently vacated by the resignation of Councilor Mayo. I have volunteered for many political campaigns and encouraged others to run for office but never taken steps to run for office myself. It is now the right time to listen to my own advice and serve my community.

I moved to Greenfield 20 years ago. I am the parent of two teenagers, one who has graduated and the other who is a freshman at Greenfield High School. I myself received a public school education from kindergarten through college. I have spent my entire career working for non-profit organizations including running a regional leadership development organization that trained hundreds of professionals. I was proud to expose participants to the assets in Greenfield and Franklin County and connect our leaders to others up and down the valley.

My mom modeled community service for our family from PTA involvement to being a Girl Scout leader. I too have served as a board member at the Connecticut River Conservancy, the United Way of Pioneer Valley, the Public Health Institute of Western MA, Pride Zone, and Friends of the Great Falls Discovery Center. I am also a regular volunteer at Stone Soup Café.

Thank you for your consideration of my interest in serving on the council. Please do not hesitate to contact me if you need more information.

Sincerely,



Lora Wondolowski
191 Conway St., Greenfield
413/695-2038

GREENFIELD, MASS
2023 OCT 16 AM 11:49
OFFICE OF THE
CITY CLERK

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Moved that it be ordered,

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

Appointments:

- Commission on Disability Access - Anthony Stanford, Term to Expire December 31, 2026
- Conservation Commission - Elizabeth Garofalo, Term to Expire December 31, 2026
- Franklin County Technical School Committee - Matt Duley, Term to Expire December 31, 2026
- Franklin County Technical School Committee - George VanDelinder, Term to Expire December 31, 2026
- GCET Board of Commissioners - Erin Donnally Drake, Term to Expire December 31, 2026
- Greenfield Local Cultural Council - Kate Hunter, Term to Expire December 31, 2026
- Greenfield Local Cultural Council - Lou Marie Judge, 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 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 RE-APPOINTMENTS BY THE MAYOR:

Reappointments:

- Council on Aging - Patricia Jordan, Term to Expire December 31, 2026
- Council on Aging - Linda Smith, Term to Expire December 31, 2026
- Greenfield Local Cultural Council - Tim Fisk, Term to Expire December 31, 2026
- Parking & Traffic Commission - Jim Geisman, Term to Expire December 31, 2026
- Trustees of the Soldiers Memorial - John Ambo, 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 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 RE-APPOINTMENT BY THE MAYOR TO THE CONSERVATION
COMMISSION: TRAVIS DRURY, 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 28, 2023
RE: December Appointment to City Boards and Commissions -

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

Appointments:

- Anthony Stanford; Commission on Disability Access; December 31, 2026
- Elizabeth Garofalo; Conservation Commission; December 31, 2026
- Matt Duley; Franklin County Technical School School Committee; December 31, 2026
- George VanDelinder; Franklin County Technical School School Committee; December 31, 2026
- Erin Donnally Drake; GCET Board of Commissioners; December 31, 2026
- Kate Hunter; Greenfield Local Cultural Council; December 31, 2026
- Lou Marie Judge; Greenfield Local Cultural Council; December 31, 2026

Reappointments:

- Travis Drury; Conservation Commission; December 31, 2026
- Patricia Jordan; Council on Aging; December 31, 2026
- Linda Smith; Council on Aging; December 31, 2026
- Tim Fisk; Greenfield Local Cultural Council; December 31, 2026
- Jim Geisman; Parking & Traffic Commission; December 31, 2026
- John Ambo; Trustees of the Soldiers Memorial; December 31, 2026

Mayor Roxann Wedegartner

A handwritten signature in blue ink that reads "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.





Mayor of Greenfield <mayor@greenfield-ma.gov>

Commission on Disability Access

1 message

NY STANFORD <tyty42@aol.com>

Mon, Nov 13, 2023 at 10:16 AM

To: "mayor@greenfield-ma.gov" <mayor@greenfield-ma.gov>

Mayor
City of Greenfield
14 Court Square
Greenfield, MA 01301

Dear Mayor,

I would like to be considered to join the Commission on Disability Access. I had previous experience as a Commissioner and treasurer for the CDA back when Mayor Forgey was the Mayor of Greenfield. I have been disabled since 1998 and feel again I would be a tremendous asset to the CDA with my previous knowledge and experience.

My work experience included General Manager of Private Country clubs for 20+ years throughout Connecticut and Massachusetts. I moved to Greenfield when I became disabled to be near family, mainly my sister who is living in Shelburne Falls. I also was a Realtor for Dahna Virgilio Real Estate, inc. from 2013 - 2022 and a substitute teacher for Gill/Montague School system during the same time period, although the Pandemic did cut that short in 2020.

I'm excited and would be honored to once again be a part of the CDA and hope you consider this letter as an application as such.

Thank you,

Anthony "Ty" Stanford
[70 Solar Way](#)
[Greenfield, MA 01301](#)
413-834-3968
tyty42@aol.com



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS
CONSERVATION COMMISSION

City Hall • 14 Court Square • Greenfield, MA 01301
Phone: 413-772-1548 ext 3 • Fax 413-772-1309
mitchell.vye@greenfield-ma.gov • www.greenfield-ma.gov

Travis Drury, Chair. Jun, 2024
Fletcher Harrington, Vice-Chair. Dec, 2024

Erika LaForme. Dec, 2025
Christin McDonough. Dec, 2025

Agent: Mitchell Vye

City of Greenfield
Department of Planning & Development
14 Court Square
Greenfield, MA 01301

November 20, 2023

Dear Mayor Wedegartner,

The Greenfield Conservation Commission is happy to send this letter of recommendation for Elizabeth Garofalo to be appointed as a conservation commissioner. Elizabeth has multiple degrees in soil and plant science and currently works as an agricultural educator at UMass Amherst. She has also been proactive in attending Conservation Commission meetings and learning about the position.

The Greenfield Conservation Commission members voted unanimously to issue this letter of recommendation at their 11/14/2023 meeting.

Sincerely,
Travis Drury, Chair
Greenfield Conservation Commission

Mitchell Vye, Conservation Agent



Mayor of Greenfield <mayor@greenfield-ma.gov>

Greenfield Seat on FCTS School Board

1 message

Matt Duley <mttduley@yahoo.com>

Fri, Nov 17, 2023 at 11:16 AM

To: "mayor@greenfield-ma.gov" <mayor@greenfield-ma.gov>

Hello, my name is Matthew Duley and I am interested in filling one of the available seats within the FCTS school board committee. I am interested in joining because I am a graduate of the Tech School (class of 2008) and as a former student, as well as a member of the manufacturing workforce here in Greenfield, I have a specific interest in the education students are receiving, as well as their overall experience within the school. I believe both my insights as a former student, as well as my experiences in multiple fields of work over the past fifteen years will provide me with a unique point of view as well as ideas and opinions towards the education of today's students.

A brief background of my work history, I graduated from FCTS in 2008 from the Plumbing shop. I decided in school that I didn't wish to pursue plumbing as a career, but I am glad to have the knowledge and skills the education has provided for me. After graduating, I moved to Orlando, Florida for two years while I studied at Motorcycle Mechanics Institute. There I was factory trained and certified as a Harley-Davidson technician. After graduating from MMI, I moved back to Massachusetts and began working for a Harley dealership. I worked in two dealerships over the next eight years, gaining knowledge and skills in a variety of areas. During my time as a technician however, I became interested in machining and began to teach myself the fundamentals. I became interested through a hobby, and bought some small machines and put together a humble home machine shop in my basement. After a year of two of learning and practicing, I decided that I enjoyed machining so much that I wanted to make a career out of it. So I quit my job as a Harley Tech and started at BETE Fog Nozzle, here in Greenfield as a machine operator. After three years of running production as an operator, I felt my skills weren't being challenged enough. With no opportunities at the time within BETE, I left to work at Innovative Machine in Winchester, NH as a general machinist. The skills and lessons I learned there were invaluable, and while I only worked there a year, it felt far shorter. I was then offered a Tool Maker position back at BETE that aligned more with the challenges and type of work I was looking for, and I've been back working here for over a year. I have also increased the size and capabilities of my personal machine shop at home, and will occasionally take on "job shop" type work for people within the Greenfield community when the need arises.

In conclusion, I feel that I have a lot to bring to the table both in terms of the experiences I feel today's students should be receiving, as well as the education they should be receiving within the shops in order for them to be better prepared to enter the workforce. I appreciate you taking the time to read this and consider me for this position. I look forward to hearing your decision. Thank you for your time.

Sincerely,

Matthew Duley

November 19, 2023

To: Mayor Roxann Wedegartner

From: George VanDelinder

Subject: Franklin County Technical School

Mayor,

I would like to submit my name for consideration to fill a vacancy on the Franklin County Technical School Committee representing Greenfield. I have always been an advocate for applied educational schools that supported development of the trades that are desperately needed in this country. I am impressed with the Franklin County Technical School curriculum and would like to participate in its growth.

BACKGROUND

I graduated from Virginia Polytechnic Institute and State University with a degree in Mechanical Engineering and have my Professional Engineering registration. My last job, before retirement, was Facilities Manager for the City of Greenfield. This position managed the Central Maintenance Department which was composed of one licensed plumber, two licensed electricians, and four custodians. The Department's directive was to maintain all City owned buildings and MEP systems in schools while managing small construction projects with the support of outside contractors. I personally performed much of the HVACR maintenance and repairs because talented technicians in this field were scarce. I served as the City Maintenance Representative on Building and Construction committees for the new Greenfield High School, Public Library, and Fire Station.

Previous to this position, I worked for a number of large and medium sized corporations in operations management and project engineering.

It would be my honor to represent Greenfield on the FCTS School Committee.

Thank you for your consideration.

GCET

GREENFIELD COMMUNITY ENERGY & TECHNOLOGY
324 Main Street 2nd Floor • Greenfield, MA 01301
Phone (413) 775-6400 • info@GCET.net • www.GCET.net

10/16/2023

Dear Mayor Wedegartner,

The GCET Board formally submits Erin Donnally Drake for appointment to the GCET Board of Commissioners. This appointment is for a 3 year term (December 2026). I confirm that Ms. Donnally Drake does not hold any other public office in the City of Greenfield. Please pass this appointment through to the City Council for confirmation as soon as possible. Please let me know if you have any questions.

Thank you,



John C. Lunt
General Manager - GCET



Mayor of Greenfield <mayor@greenfield-ma.gov>

Greenfield Local Cultural Council

1 message

Kate Hunter <katehunterart@gmail.com>
To: Mayor of Greenfield <mayor@greenfield-ma.gov>

Tue, Nov 28, 2023 at 2:48 PM

I am writing to express my interest in a seat on the Greenfield Local Cultural Council. With a background as a photographer, printer and gallery owner, and a Greenfield Community College Fine Arts Alum, I've been an active member of our community's art scene for many years. As proprietor of The Conwaynian Artist in 2009 and co-founder of the Greenfield Gallery in 2015, I've enjoyed supporting local artists and being a resource in many ways. Although I transitioned from the gallery in March 2019 to pursue a role in sales and marketing at Real Pickles Cooperative, I miss contributing to our vibrant art community. I believe my experience makes me a valuable addition to a group dedicated to supporting Greenfield-based artists and venues.

I look forward to the opportunity to contribute my skills and passion to the Greenfield Local Cultural Council. Thank you for considering my application.

Sincerely,
Kate Hunter

8 Osgood St.
Greenfield, MA 01301
413-230-6773

lou marie judge

cell 603.491.2706 e-mail lauramariejudge@gmail.com

Dear Mayor Roxann D. Wedegartner,

I write to express my interest in joining the Greenfield Local Cultural Council. I just relocated to Franklin County and feel particularly well suited to support the work of this Commission due to the combination of my experiences as a grant supervisor, programming librarian, filmmaker, musician, and arts education advocate. I love the Pioneer Valley and as a new Greenfield resident, what better way to get involved, learn about the town, and support the arts, humanities, and sciences than joining this impactful commission? I have worked at film archives and festivals, studied film production and theory, am involved in the local music scene, am a local farmer, and am thus dedicated to advancing arts and culture within the greater Greenfield community. In my library work, I have worked in partnership with MA Cultural Council grant recipients and know firsthand how important these grants are to local makers, doers, and the community at large. As someone that moved to greenfield specifically for its rich culture and varied community offerings, I feel deeply committed to supporting Greenfield-based artists, performers, organizations, and venues.

I am a detail-oriented, affirmation-based, and empathy-informed person and have consistently worked to create an inviting and supportive atmosphere in all of my varied positions. My work experience has afforded me the opportunity to engage in meaningful discussions around diversity, equity, and inclusion and I am committed to promoting a wide range of voices and perspectives in the work that I do. With years of experience as a public librarian, I am confident in my ability to recognize, develop, and support engaging programs that cater to the unique needs and interests of Greenfield's diverse population.

As the Supervisor of Reference and Technology Services, I built strong relationships with Library Trustee members, Friends of the Library Foundation members, and a wide range of community partners. I managed the department's budget, participated in strategic planning, and oversaw departmental programming and outreach. This role entailed marketing, customer service, and community support through the integration of people, process and technology.

With years of experience in programming, fund distribution, and marketing, I have a comprehensive understanding of the core competencies expected of a GLCC member. My expertise in the areas of grant management, budgeting, user support, and community development have enabled me to establish successful programs and events, that highlight both individual and group efforts in arts and culture. I have a wide breadth of experience, tracking attendance, managing grant deliverables, and evaluating the success of programs. I was the main content creator and grant coordinator for Chelmsford Library's 2022 AARP Community Challenge grant project, I managed grant applications for small equine farms in NH and MA, and am practiced at navigating the complexities of grant-based work.

In so much of my work – I have thrived while offering and developing programs in partnership with local artists, non-profit organizations, municipal committees and departments, schools, and activist groups. My public library experience exemplifies my comfortability working in fast-paced and highly-focused environments and I feel excited about shifting my librarian skillset to the work of the Council.

I am eager to join this Council as it values creativity, innovation, and a commitment to community-building. I am confident that my skills and experience make me an excellent candidate for a seat and I look forward to the opportunity to discuss my qualifications and your vision for this year's process.

Sincerely,
Lou Marie Judge



lou marie judge

cell 603.491.2706 e-mail loumariejudge@protonmail.com

EDUCATION **Master of Library and Information Science (expected Fall 2023)**
Valdosta State University, Valdosta, Georgia

Master of Arts, *summa cum laude*
Eötvös Loránd Tudományegyetem, Budapest, Hungary, 2017
Film Studies, Film Theory Specialization

Exchange Semester
Central European University, Budapest, Hungary, Fall 2015
Sociology and Social Anthropology

Bachelor of Arts, *magna cum laude*
Keene State College, Keene, New Hampshire, 2014
Film Critical Studies, Sociology Minor

Study Abroad Program
Istituto Lorenzo de' Medici, Florence, Italy, Spring 2013

WORK **Bookseller Montague Bookmill, Montague, Massachusetts**

EXPERIENCE March 2023 – Present

Buy books from wholesalers and individuals for resale; price, display, and shelf books; ensure that store is well merchandised; make title recommendations to guests across genres; host adult book group and children's storytime; plan and staff music events in-store and offsite.

Supervisor of Reference and Technology Services Chelmsford Public Library,
Chelmsford, Massachusetts

May 2022 – December 2022

Oversaw daily operation of the Reference Department and ensured that all procedures and transactions were in compliance with library policy; hired and trained departmental library staff; completed monthly/quarterly/annual reviews and fostered staff development; coordinated and monitored staff outreach activities; scheduled department; developed, evaluated, and maintained the department's budget and collections; represented library in consortium Libraries Working Towards Social Justice collective; broadened partnership network through specific outreach to BIPOC-led organizations in Massachusetts; developed and managed educational trainings, programs, and outreach activities for the public; established and maintained relationships with local and regional schools, town departments and service organizations; coordinated grant application and deliverables satisfaction; maintained library website; trained staff and the public in the use of library technologies; managed and troubleshooted library computer equipment and software.

Adult Services & Reference Specialist Chelmsford Public Library,
Chelmsford, Massachusetts

August 2020 – May 2022

Provided reference, tech help, and referral services to the public; co-facilitated social justice book group; organized and co-facilitated American Sign Language conversation group; managed collection development for languages, literature, technology, and board game sections; collaborated with library staff on scheduling and hosting programs in the library community room; established world language fiction collection in partnership with school district ELL department; collaborated on projects and programs with town Diversity, Equity, and Inclusion committee; worked directly with the community to create long term, sustainable, inclusive programs; built e-tutorials and provided one-on-one support for library resources and databases; chaired staff support committee.

Library Technician Concord Public Library, Concord, New Hampshire

April 2018 – August 2020

Assisted the public in locating information, interpreting the collections, and provided reader's advisory services; focused on community partnerships that work to better serve new Americans and immigrant communities; managed collection development for the language, arts and recreation, literature, and music collections; established and cataloged zine collection; built e-tutorials and provided one-on-one support for library resources and databases; coordinated and hosted inclusive and accessible programs.

Research Assistant Peabody Museum of Archaeology and Ethnology at Harvard University, Cambridge, Massachusetts

November 2014 – July 2015, July 2018 – December 2018, May 2019 – November 2019

Assisted Curator of Visual Anthropology by researching, translating, and archiving artifacts; copy edited manuscripts; digitized archival materials for the museum's digital collection; assisted in grant application and deliverables satisfaction; filmed and edited documentary footage regarding various museum exhibitions/workshops; worked on various projects and exhibitions in a 5 year span.

Adjunct Lecturer Film Department, Keene State College, Keene, New Hampshire

August 2018 – December 2018

Taught Introduction to Film History: 1890-1970 which covered the major aesthetic movements in cinematic history as well as how to analyze films from a formalist perspective and in relation to specific historical, political, and cultural contexts.

Assistant Audio-Visual Archivist (Intern) Open Society Archives, Budapest, Hungary

November 2016 – February 2017

Researched and edited technical and contextual film data for entry into the archive's film library database; created and maintained bibliographic records; processed and catalogued film submissions to Verzio International Human Rights Film Festival.

PUBLISHED WORKS

"Making Place, Placing Makers: Connecting History, Memory, and Land by Indigenizing New Hampshire Public Library Local History Collections" in *Land in Libraries: Toward a Materialist Education*. Edited by Lydia Zvyagintseva and Mary Greenshields. Litwin Books. Forthcoming - TBD.

"Coming Out of and Coming Out in Rural Public Libraries" in *Grabbing Tea: Queer Conversations in Librarianship*. Edited by Shawn(ta) Smith-Cruz and Sara Howard. Library Juice Press. Summer 2023.

"Through Whose Looking Glass?" Postcolonial Resonations in the Production and Festivalisation Processes of Contemporary Romanian Non-fiction Cinema." *Contact Zones: Studies in Central and Eastern European Film and Literature*. 2017/2.

PRESENTATIONS & AWARDS Awarded Early-career Library Staff Scholarship | PLA Conference | March 2022

Windows, Mirrors, and Screens | MLA Conference | May 2022

Making Place, Placing Makers | NELA Conference | October 2022

Supporting LGBTQIA+ Patrons and Staff | Acton Memorial Library | May 2023

PROFESSIONAL ASSOCIATIONS

American Library Association

Public Library Association

American Indian Library Association

Abolitionist Library Association

SKILLS

Adept in Mac OS X, Microsoft Office Suite, and web and archive-based research

Proficient in SirSiDynix Symphony, Evergreen, and Koha ILS

Basic American Sign Language, Limited working French, passive Hungarian

CPR Certified – American Red Cross

cell 603.491.2706 | e-mail loumariejudge@protonmail.com

CITY COUNCIL ORDER

City of GREENFIELD

MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Upon recommendation of Mayor Wedegartner,

Moved that it be ordered,

THE CITY COUNCIL VOTE TO DECLARE THAT CITY-OWNED PROPERTY AT 188 MAIN STREET, RECORDED IN THE FRANKLIN COUNTY REGISTRY OF DEEDS LAND REGISTRATION OFFICE ON CERTIFICATE OF TITLE NO. 1467, DOCUMENT 8582, BOOK 10, PAGE 15, BE DECLARED SURPLUS PROPERTY AND TRANSFER SAID PROPERTY TO THE OFFICE OF THE MAYOR FOR SALE.

Majority Vote Required

Vote:

Explanation of supporting rationale:

CITY COUNCIL ORDER

City of GREENFIELD

MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Moved that it be ordered,

THE GREENFIELD CITY COUNCIL AUTHORIZES THE MAYOR TO SELL 188 MAIN STREET, RECORDED IN THE FRANKLIN COUNTY REGISTRY OF DEEDS LAND REGISTRATION OFFICE ON CERTIFICATE OF TITLE NO. 1467, DOCUMENT 8582, BOOK 10, PAGE 15, PURSUANT TO THE CITY COUNCIL POLICY FOR THE SALE OF CITY OWNED LAND AND AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE SAME.

Majority Vote Required

Vote:

Explanation of supporting rationale:

There is a qualified, interested buyer for 188 Main Street (narrow strip of vacant land consisting of 0.03 acres located in the Central Commercial zone, and formerly the site of a nail salon) who wants to purchase the property in the near future. Standard Operating Procedure RE0001-03-M, Policy on Sale Lease or Option of City-Owned Land



City of
GREENFIELD, MASSACHUSETTS



OFFICE OF THE MAYOR

ROXANN WEDEGARTNER

Mayor

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

MEMO

TO: President Dan Guin, Vice-President Christine Forgey

FROM: Mayor Wedegartner

CC: Tammy Marciel, Clerk to Council; Kathy Scott, City Clerk, City Councilors

DATE: November 27, 2023

RE: Background for Declaring 188 Main Street Surplus Property

Greetings, President Guin, Vice-President Christine Forgey, and City Councilors,

Tim Grader, the owner of Franklin and Main, a local property development firm, owns the adjacent property located at 176 Main Street, which will be developed to incorporate upper level mixed income housing above the existing first floor retail space. He has been working with Mass Housing Partnership and New Seasons Development (<https://www.newseasonsdevelopment.com>) to help secure support from the Commonwealth for this project. Mr. Grader would like to purchase 188 Main Street in the near future and incorporate the parcel into this housing project.

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

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council,
Upon recommendation of Mayor Wedegartner,
Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL VOTES TO ACCEPT AN EASEMENT FOR 7 SPECIFIC PARKING SPACES AT THE CITY PARKING LOT LOCATED AT 402 MAIN STREET/LEAVITT-HOVEY HOUSE (PARCEL #56-2-0) AND 412 MAIN STREET.

Majority vote required

Vote:

Explanation of Supporting Rationale:

Please see attached memo from Mayor Wedegartner. In brief: The City of Greenfield seeks a permanent easement running with the land of a portion of the property (see attached map/GPL Site Plan) known as the City/Library Parking Lot at 402 & 412 Main Street (see attached drawing). Lawyers for all entities have been working on this for more than a month and have now resolved all issues and are ready to record the easement. The easement is essential to the sale of the property by the City of Greenfield to Greenfield Savings Bank, and important to Greenfield Savings Bank in order to serve their customers who will be doing business at this location (402 Main Street).



City of
GREENFIELD, MASSACHUSETTS



OFFICE OF THE MAYOR

ROXANN WEDEGARTNER

Mayor

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

MEMO

TO: President Dan Guin, Vice-President Christine Forgey

FROM: Mayor Wedegartner

CC: Tammy Marciel, Clerk to Council; Kathy Scott, City Clerk, City Councilors

DATE: November 27, 2023

RE: Background for 402 Main Street Parking Space Easement

Greetings, President Guin, Vice-President Christine Forgey, and City Councilors,

The City of Greenfield has entered into a Purchase & Sale Agreement with Greenfield Savings Bank to purchase the Leavitt-Hovey House at 402 Main Street, formerly known as the Greenfield Public Library. One of the contingencies of the sale is that the bank receives an easement for seven parking spaces in the City's parking lot behind the current library (412 Main Street) and the Leavitt-Hovey House (402 Main Street). In the late summer I met with GSB President and CEO of Greenfield Savings Bank to determine which parking spaces could accommodate their needs.

The City of Greenfield now seeks a permanent easement running with the land of a portion of the property (see attached map/GPL Site Plan) known as the City/Library Parking Lot at 402 & 412 Main Street (see attached drawing). Key points to consider in the granting of the easement are 1) Construction on the Leavitt-Hovey House will start in approximately 3 months after executing the Purchase and Sale, and the city would have access to those spaces until construction starts; 2) The seven spaces will be used by GSB only during business hours (9 am – 5pm); 3) Signage reserving those spots for GSB customers will stipulate that the spaces are available after 5 pm.

Lawyers for all entities have been working on this for more than a month and have now resolved all issues and are ready to record the easement. The easement is essential to the sale of the property by the City of Greenfield to Greenfield Savings Bank, and important to Greenfield Savings Bank in order to serve their customers who will be doing business at this location (402 Main Street).



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

NEW
LIBRARY

Drive way from
main St. to Pkg Lot

Leavitt Hovey House
Parking Lot Side

→ GSB
Main St
Bldg

Sidewalk

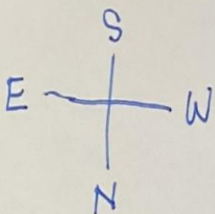
— Additional City Spots —

① ② ③ ④
Handicap
Parking

Total 7
Spaces

City
Parking Lot

① ② ③
Buffer
→ additional
city spots



Notes:

- The 4 south facing spots include a handicap spot that will take up 2 full pkg spots after it is fully marked
- GSB/Leavitt/Hovey spots = 7 "FREE" spots
- All other spots in the city lot are paid city parking spots

ZONING DIMENSION TABLE - CENTRAL COMMERCIAL (CC)
33 FEET

REQUIREMENT	EXISTING	PROPOSED
(1) MINIMUM LOT SIZE	100' x 100'	200' x 100'
(2) MINIMUM LOT AREA	10,000 S.F.	20,000 S.F.
(3) MINIMUM FRONT SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(4) MINIMUM SIDE SETBACK	5' (5' MINIMUM)	5' (5' MINIMUM)
(5) MINIMUM REAR SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(6) MINIMUM BUILDING HEIGHT	35' (35' MAXIMUM)	35' (35' MAXIMUM)
(7) MINIMUM BUILDING FOOTPRINT	10,000 S.F.	10,000 S.F.

NOT TO SCALE - SEE PLAN FOR DIMENSIONS AND SETBACKS

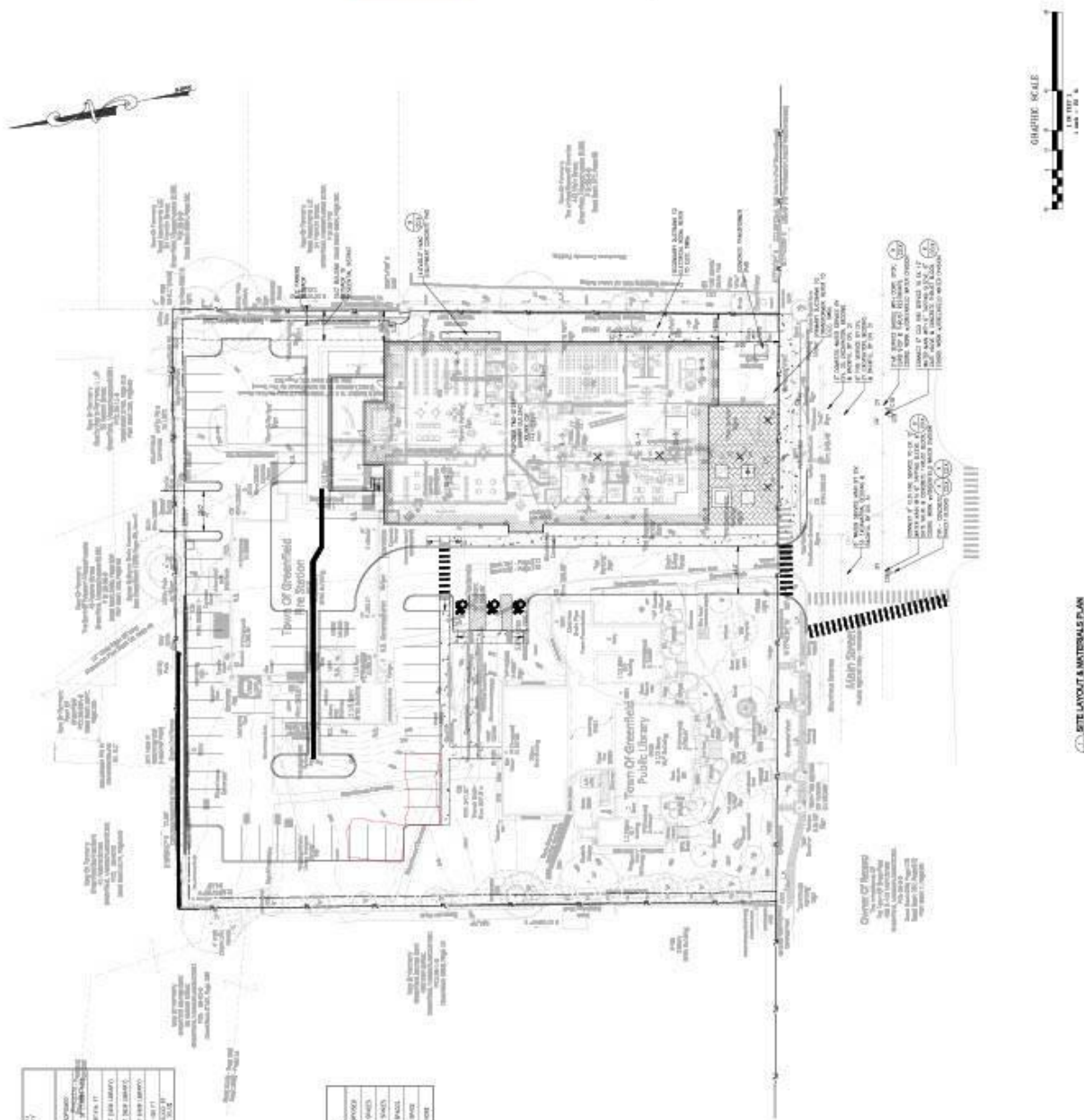
PROPOSED TYPICAL GENERATION TABLE

REQUIREMENT	EXISTING	PROPOSED
(1) MINIMUM LOT SIZE	100' x 100'	200' x 100'
(2) MINIMUM LOT AREA	10,000 S.F.	20,000 S.F.
(3) MINIMUM FRONT SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(4) MINIMUM SIDE SETBACK	5' (5' MINIMUM)	5' (5' MINIMUM)
(5) MINIMUM REAR SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(6) MINIMUM BUILDING HEIGHT	35' (35' MAXIMUM)	35' (35' MAXIMUM)
(7) MINIMUM BUILDING FOOTPRINT	10,000 S.F.	10,000 S.F.

POPULATION SUMMARY TABLE - LIBRARY BUILDING

REQUIREMENT	EXISTING	PROPOSED
(1) MINIMUM LOT SIZE	100' x 100'	200' x 100'
(2) MINIMUM LOT AREA	10,000 S.F.	20,000 S.F.
(3) MINIMUM FRONT SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(4) MINIMUM SIDE SETBACK	5' (5' MINIMUM)	5' (5' MINIMUM)
(5) MINIMUM REAR SETBACK	10' (10' MINIMUM)	10' (10' MINIMUM)
(6) MINIMUM BUILDING HEIGHT	35' (35' MAXIMUM)	35' (35' MAXIMUM)
(7) MINIMUM BUILDING FOOTPRINT	10,000 S.F.	10,000 S.F.

GREENFIELD ZONING TABLE



GRAPHIC SCALE
0 10 20 30 40 50 60 70 80 90 100
FEET

C1.1
SITE LAYOUT & MATERIALS PLAN

**JOHNSON
ROBERTS
ASSOCIATES INC.**
ARCHITECTS
16 PROPERZI WAY
SOMERVILLE, MA
01243 - 3228

GREENFIELD PUBLIC LIBRARY
Greenfield, MA
Site Layout & Materials Plan
Scale: 1" = 20' - 1/4" = 100'

**THE NEW
GREENFIELD
PUBLIC
LIBRARY**
Greenfield, MA
Site Layout & Materials Plan
Scale: 1" = 20' - 1/4" = 100'

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of August, 2023 by and between the **CITY OF GREENFIELD**, a Massachusetts municipal corporation, with a principal place of business at 14 Court Street, Greenfield, Massachusetts (the "City") and **GREENFIED SAVINGS BANK**, a Massachusetts savings bank, with a principal place of business at 400 Main Street, Greenfield, Massachusetts ("GSB" or "Redeveloper") (the City and the Redeveloper being collectively referred to herein as the "Parties" and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #23-14 ("RFP"), for the sale and redevelopment of a City-owned property known as 402 Main Street (Parcel #56-2-0), Greenfield, Massachusetts, together with all rights, title and interest of City and to: (i) any land lying in the bed of any street adjacent to or abutting or adjoining such Property, and (ii) the building(s) located thereon, which property is more fully described in the taking dated July 25, 1907, and recorded with the Franklin County Registry of Deeds in Book 529, Page 110 (the "Property"); and

WHEREAS, on or about June 28, 2023, the Redeveloper submitted a response to the RFP, and on or about August 18, 2023, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by redeveloping the property for commercial purposes, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property "as is" and is willing to accept all environmental liability for any and all conditions at the Property, if any; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

ARTICLE I DEFINITIONS

Section 101: Defined Terms.

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- b) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- c) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- d) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Greenfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- e) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Franklin County Registry of Deeds in Greenfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Redeveloper.
- f) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- ~~g) “Development Review” shall mean the review of the Project undertaken by the City following the internal policies and procedures in completing a Site Plan Review.~~
- ~~h)g) “Event of Default” shall have the meaning set forth in Section 702(a).~~
- ~~i)h) “Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials to be submitted to and approved by the City.~~
- ~~j)i) “Improvements” shall mean the rehabilitation of the Property in accordance with the Drawings and Specifications into a financial services center and offices in accordance with the Codes.~~
- ~~k)j) “Lenders” shall have the meaning set forth in Section 402(b).~~
- m) “Project” shall mean the permitting and construction of the Improvements.
- n) “Property” as defined in the first WHEREAS clause.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale.

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to sell and convey, and the Redeveloper covenants and agrees to purchase and develop the Property in accordance with this Agreement.

Section 202: Condition of Land to be Conveyed.

The City and the Redeveloper covenant and agree that full possession of the Property shall be conveyed free of tenants and occupants in possession and in an “as is” condition, and in the same condition as when the Property was inspected by the Redeveloper, reasonable use and wear of buildings thereon excepted. The Redeveloper agrees to accept all responsibility for environmental concerns existing at the time of the Redeveloper’s inspection upon the transfer of the Property, if any. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment.

The purchase price (“Purchase Price”) for the Property shall be Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement. A deposit (the “Deposit”) of One Thousand Dollars (\$1,000.00) to be credited towards the Purchase Price upon Closing shall be tendered upon the execution of this Agreement and shall be held by Doherty, Wallace, Pillsbury & Murphy, P.C., as escrow agent (“the “Escrow Agent”) and accounted for in accordance with the terms hereof.

Section 204: Time of Sale and Conveyance.

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on or before _____, 2023, or such other date as may be agreed upon by the parties, and shall occur at the Mayor’s Office located at 14 Court Street, Greenfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance.

The sale and conveyance of the Property shall be by Quitclaim Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear, provided that such restrictions and easements do not materially interfere with the Redeveloper’s intended development, use and occupancy of the Property or substantially diminish its value, and including but not limited to the Amended and Restated Preservation Restriction Agreement recorded in Book 7133, Page 67 of

the Registry or as set forth or referred to in this Agreement. The Property shall also be conveyed subject to an additional Historic Preservation Restriction Agreement created to protect the historic exterior of the building located on the Property and such agreement shall be on terms acceptable to the City, the Redeveloper, and the Massachusetts Historical Commission.

The Redeveloper's performance hereunder is conditioned upon title to the Property being insurable at regular rates on a standard ALTA Owners Form Insurance Policy. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, Redeveloper may elect to accept same, but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Property unacceptable or unmarketable and to terminate this Agreement.

Notwithstanding anything herein contained, the Property shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (i) all buildings, structures and improvements, including but not limited to, any driveways, garages, and all means of access to the Property, shall be located completely within the boundary lines of the Property and shall not encroach upon or under any Property of any other person or entities as reasonably determined by the Redeveloper's surveyor; and
- (ii) no building, structure, improvement or Property of any kind encroaches upon over, across or under the Property from or onto any other part of the Property.

Section 206: Tax Stamps and Other Closing Costs.

The Redeveloper shall pay the cost of recording the Deed, including transfer taxes, if any, and all other instruments and plans to be recorded with the Registry.

Section 207: Adjustments.

The Redeveloper shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Redeveloper of the Deed hereunder. In the event any portion of the Property is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the City or other tax exempt entity, the Redeveloper shall pay, pursuant to M.G.L. c. 59, § 2C and in accordance with the procedures prescribed therein, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City if such parcel had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession. This payment in lieu of taxes shall be computed using an assumed value of the Property as of the Closing Date equal to \$_____ [NOTE TO DRAFT – The City Assessor will be providing this value. I will pass along upon receipt] and using the tax rate for the current tax year if it is known, and if it is not known, the estimated tax rate established by the City Assessor. All other closing costs and adjustments, if any, shall also be paid to the City upon delivery of the Deed to the Property. The provisions of this Section shall survive delivery of the Deed.

Section 208: Conditions Precedent to Conveyance.

- a. The City shall not be obligated to make conveyance of the Property unless and until the Greenfield City Council has authorized and approved the transfer of the Property, provided that if said approval is not obtained by _____, December 20, 2023, the Redeveloper at its option may terminate this Agreement, whereupon all Deposits shall be refunded to the Redeveloper. [NOTE TO DRAFT – The City would like this to be on the agenda for the November meeting]
- b. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver a Reverter Deed (the “Reverter Deed”) in the same form as the attached Exhibit B, which Reverter Deed shall be held in escrow by the Escrow Agent and released in accordance with the terms hereof. If the Redeveloper shall fail to fully execute and deliver the Reverter Deed to the Escrow Agent at closing, the Conveyance shall not take place, title to the Property will not transfer to the Redeveloper, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Redeveloper.

Section 209: Default by City.

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then the Deposit shall be refunded to the Redeveloper, whereupon all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein provided; then the Deposit shall be refunded to the Redeveloper, whereupon all obligations of the parties hereto shall cease; and ~~(2)~~ this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties.

a. The City hereby represents and warrants to the Redeveloper, without limiting the representations, covenants and warranties of the City contained elsewhere in this Agreement, the following representations and warranties which shall be true and correct in all material respects as of the date hereof and as of the Closing date:

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City has no contract for services, supplies or the like relating to the ownership, operation or management of the Property, including, but not limited to: management, rubbish and snow removal, extermination, vending machines, employment contracts or executory agreements of any nature which will be binding on the Redeveloper after the Closing.
7. The City has no knowledge of any hazardous materials which have been generated or stored in, on or about the Property. The City has no knowledge of any substances or conditions in or on the Property which would support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.
8. All bills and claims for labor performed and materials furnished to or for the benefit of the City with respect to the Property will be paid in full by the City at or before the Closing.
9. The City through its municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement, will upon submission by the Redeveloper promptly undertake review in good faith of the Design Proposal and the Drawings and Specifications. This covenant shall survive the Closing. Notwithstanding anything to the contrary within this Agreement, due to the nature of the Improvements, the parties agree that the Redeveloper does not expect to submit the Design Proposal and

Drawings and Specifications to the City until such time as the Redeveloper finalizes its development plans for the Property.

b. The Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to consummate the Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Redeveloper is a Massachusetts savings bank with a usual place of business in Greenfield, Massachusetts.
2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.
3. The Redeveloper will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property or the Improvements. This covenant shall survive the Closing.
4. The Redeveloper, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement. The Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence construction of the Improvements.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use.

a. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:

1. Devote the Property only to and in accordance with the uses specified in the Codes, as they may be amended from time to time;

2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property or any Improvements erected, or to be erected, thereon, or any part thereof;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City and its successors and assigns.

Section 302: Submission and Initial Approval of Plans.

a. The Property shall be used initially for the construction and operation of the Improvements. All Improvements are to be performed in accordance with the intent of the RFP, the Redeveloper's Proposal in response to the RFP, the approved Design Proposal, and the Drawings and Specifications, and to all applicable standards and controls of the Code. The RFP and the Redeveloper's proposal in response to the RFP are incorporated herein by reference. At the time the Redeveloper is prepared to rehabilitate and develop the Property, it shall provide the Design Proposal and Drawings and Specifications to the City [by delivering the Design Proposal and Drawings and Specifications to both the Mayor and the Finance Director](#) in accordance with all applicable federal, state, and local laws, rules, and regulations. Any submission to the City by the Redeveloper of the Design Proposal and Drawings and Specifications shall be deemed approved by the City if [either the Mayor or the Finance Director the City](#) does not respond to the Redeveloper with either a written approval, denial or suggested modifications to such submission within ten (10) business days after receipt by the City of any such submission. [Notwithstanding the forgoing, the City shall be able to extend the time period for review for an additional five \(5\) business days by giving notice of such extension to the Redeveloper within ten \(10\) business days after the submission of the Design Proposal and Drawings and Specifications.](#)

Section 303: Construction of the Improvements.

a. The Redeveloper shall diligently prosecute to completion of the Improvements **not later than eighteen (18) months** from the date of the delivery and conveyance of the Deed, or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than six (6) months.

b. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

c. The Redeveloper shall, at all times, have a Massachusetts licensed architect, engineer, and/or contractor supervising the Project if required by Massachusetts or Federal Law.

Section 304: When Improvements Completed; Certificate of Completion.

The completion of the Improvements shall be certified by the City by the issuance and recording in the Registry of a written certificate of completion ("Certificate of Completion"). Notwithstanding the foregoing, the issuance of the Certificate of Completion shall not be a requirement for or a condition to the completion of the Improvements.

Section 305: Prompt Payment of Obligations.

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development and construction of any of the Improvements required by this Agreement to be constructed in the Property; provided, however, that payment shall not be required in the event that the contract requiring payment has been breached by the contractor or subcontractor, or such breach has been alleged, or there exists other legal dispute between Redeveloper and the contractor or subcontractor.

ARTICLE IV
TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper.

a. Prior to the completion of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof, shall be transferred, or caused or suffered to be transferred, except as provided in Section 402 hereof.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 402, or it complies with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the City. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Redeveloper.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or

controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. An attorney on the City's behalf shall review, and the Mayor shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).

c. In the event that Redeveloper transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted pursuant to Section 304, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to effect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

d. After completion of the Improvements, the Redeveloper may assign or otherwise transfer any portion of or interest in the Property (including the deemed transfers under Section 903), and any interest in the Redeveloper may be assigned or transferred without restrictions.

Section 402: Mortgage of Property.

a. Notwithstanding any other provisions of this Agreement, and subject to the approval of the City, the Redeveloper shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; the Redeveloper, shall give prior written notice to the City of its request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Property~~ies~~ or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City agrees that from and after the completion of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

Section 403: Rights and Duties of Mortgagee Upon Acquisition Prior to Completion.

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper ~~in-on~~ the Property~~ies~~, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

1. Complete construction of such Improvements in accordance with the approved Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or

2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or

3. Reconvey fee simple title to the Property to the City, in which event the provisions of Section 702 relative to resale shall apply.

b. In the event that a Lender (or such other person) elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the City shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Lender (or such other person), as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 304.

Section 404: Rights and Duties of Mortgagee Upon Acquisition After Completion.

If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure acquires fee simple title to the Property or any portion thereof after completion of all Improvements, said Lender for the period during which said Lender holds such title, shall comply with applicable provisions of this Agreement.

Section 405: Additional Encumbrances.

Notwithstanding anything contained herein to the contrary, the Redeveloper shall have the right to grant easements to utility providers and other parties in order to effectuate the construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties.

The Redeveloper shall pay all actual costs and expenses (including without limitation, reasonable attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement, to the extent the City prevails in such proceedings. The Redeveloper shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Redeveloper's exercise of its rights hereunder with respect to the Property prior to the conveyance of the Property to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper's breach of any of its obligations hereunder, other than as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Redeveloper. The provisions of this Article shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage.

a. The Redeveloper, its successors and assigns, shall keep the insurable property and equipment insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the City as their respective interests may appear.

b. Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause.

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective until after at least thirty (30) days prior notice has been given to the City to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

Section 603: City May Procure Insurance if Redeveloper Fails to Do So.

If the Redeveloper, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, then the City may, at its option, and after thirty (30) days advance written notice to Redeveloper, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Redeveloper, its successors and assigns, to the City, with interest thereon at the rate of ten per cent (10%) per annum from the date the same were paid by the City to the date of payment thereof by the Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper's Obligations with Respect to Restoration and Reconstruction.

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed the Redeveloper, while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders permitted hereunder, all proceeds of any such claim and any other monies provided for

the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

Section 605: Commencement and Completion of Reconstruction.

The Redeveloper shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper.

Section 606: Duration of Covenants.

The City and Redeveloper agree that the covenants set forth in this Article VI shall shall terminate and no longer be of any force and effect from and after the completion of the Improvements.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

Section 701: Failure or Refusal by Redeveloper to Purchase Fee Simple Title.

If the Redeveloper shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, the City shall be entitled to retain the Deposit and exercise all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper.

a. If, prior to completion of the Improvements:

1. The Redeveloper shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of Improvements; or
2. The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or
3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice, of such failure or violation. The Redeveloper and any Lenders shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the ninety (90) day period (or within such extended period of time as may be established by the City acting solely in its discretion) and if the Lenders in replacement thereof do not exercise their rights to cure such violation or failure as provided in Section 704 hereof, then an “Event of Default” shall be deemed to exist, and the City shall have all of the rights and remedies available to it under law or in equity, including but not limited to the rights and remedies contained herein.

b. Upon the occurrence of an Event of Default, the Redeveloper shall be immediately allowed to record the Reverter Deed at the Registry to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement.

c. Upon the occurrence of an Event of Default, the City shall also have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other

provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the Event of Default, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property~~yies~~, shall revert to the City; provided, that such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the Lenders.

d. If the Redeveloper or a Lender reconveys to the City, pursuant to this Section 702 or Section 403, or if the City shall re-enter pursuant to this Section 702, the City shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the Improvements thereon; and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Property subsequent to such reconveyance shall be used:

1. First: to reimburse the City for all out-of-pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith and associated attorney's fees and costs;

2. Next: to reimburse the City for reasonable expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders.

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement, which the City has been provided notice of from the Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it.

Section 704: Lender May Cure Breach of Redeveloper.

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches.

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel

specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Redeveloper has violated the requirements of the City's "Equal Opportunity Compliance Policy" [NOTE TO DRAFT – City to provide copy of the policy. I will forward upon receipt] the City shall issue notice of such violation, setting forth the nature of the violation and facts to support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper.

b. The Redeveloper shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Greenfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

Section 707: Notwithstanding anything contained herein to the contrary, upon completion of the Improvements the Escrow Agent shall release the unrecorded Reverter Deed to the Redeveloper.

ARTICLE VIII
REDEVELOPER CONTINGENCIES

The Redeveloper's obligations hereunder are subject to and contingent upon the following as of the Closing:

Section 801: Granting of an Easement by the City.

The Redeveloper shall be granted a permanent easement running with the land in form and content acceptable to the Redeveloper for up to seven (7) parking spaces (the "Parking Spaces") located in the rear library parking lot by the City. The Parking Spaces shall be in a location that is mutually agreeable to the City and to the Redeveloper and shall be granted for the exclusive use of the Redeveloper's customers. The Redeveloper acknowledges that the granting of an easement by the City requires the approval of the Greenfield City Council.

[NOTE TO DRAFT – It is my understanding that the parties have conceptually agreed to the location of the parking spaces; please confirm]

Section 802: Approval of the Project.

The Redeveloper receiving all required Federal, State and municipal permits and approvals for the Project, including but not limited to, approval to demolish and remove the Bookmobiles garage foundation, as well as all approvals required by the Americans with Disabilities Act of 1990 and approval of the floor plan and design by the Massachusetts Historical Commission, without the filing of any appeals of any such permits and approvals.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 901: Obligations and Rights and Remedies Cumulative and Separable.

The respective rights and remedies of the City and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 902: Finality of Approvals.

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 903: How Agreement Affected by Provisions Being Held Invalid.

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 904: Covenants to be Enforceable by the City.

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 905: Compliance with Laws.

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer, electrical or other inspection departments with jurisdiction in the City of Greenfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Redeveloper understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 906: City Officers Barred From Interest.

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the Improvements thereon in accordance with this Agreement.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 907: Approvals and Notices.

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper:	Greenfield Savings Bank 400 Main Street Greenfield, MA 01301 Attn: Thomas J. Meshako, CEO
With a copy to:	David C. Bloomberg, Esq. Fierst Bloomberg Ohm LLP 64 Gothic Street, Suite 4 Northampton, MA 01060
City:	Roxann Wedegartner, Mayor City of Greenfield 14 Court Street Greenfield, Massachusetts 01104
with a copy to:	Gregory M. Schmidt, Esq. Doherty, Wallace, Pillsbury & Murphy, P.C. One Monarch Place, Suite 1900 Springfield, MA 01144

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN 10 BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 908: Matters to be Disregarded.

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 909: Obligations to Continue.

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive completion of the Improvements or issuance of the Certificate of Completion by the City as to any applicable portion of the Property, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 910: Excusable Delays.

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Property for redevelopment or with respect to completion of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a

reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 911: Agreement Binding on Successors and Assigns.

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Property for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder.

Section 912: Obligation to Pay Costs.

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees if the City is the prevailing party in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

City agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the Redeveloper and the amounts of all judgments and decrees if the Redeveloper is the prevailing party in any action or proceeding brought by the City to exercise its rights under this Agreement.

Section 913: Waivers.

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under

Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 914: Environmental and Other Regulatory Matters.

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

b. For the purpose of this Agreement and the Deed, the term “Applicable Law” means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 915: Other Documents.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 916: Disclosure Representation and Warranty.

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch 7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 917: Business Days.

For the purposes of this Agreement, a “business day” shall mean any day other than Saturday, Sunday, and holidays on which City of Greenfield offices are closed.

Section 918: Counterparts; Interpretation of this Agreement.

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement

shall not be interpreted or construed in favor or against any party on the grounds that one party was the drafts person thereof.

Section 919: Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 920: Waiver of Jury Trial; Venue.

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Franklin County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Franklin County.

IN WITNESS WHEREOF, on the ____ day of ~~August~~[October](#), 2023, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF GREENFIELD

GREENFIELD SAVINGS BANK

By: Roxann Wedegartner
Title: Mayor
Date: ~~August~~[October](#) __, 2023
2023

By: Thomas J. Meshako
Title: President
Date: ~~August~~[October](#) __,

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ___ day of ~~August~~[October](#), 2023, before me, the undersigned notary public, personally appeared Roxann Wedegartner, Mayor of the City of Greenfield, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Greenfield.

_____, Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of ~~August~~[October](#), 2023, before me, the undersigned notary public, personally appeared Thomas J. Meshako, CEO and President of Greenfield Savings Bank, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CEO and President of Greenfield Savings Bank.

Notary Public
My commission expires: _____

Exhibit A

[TO BE INSERTED]

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that **GREENFIELD SAVINGS BANK**, a Massachusetts savings bank with a last and usual address at 400 Main Street, Greenfield, Massachusetts, for **consideration of TEN DOLLARS (\$10.00)** grants to the **CITY OF GREENFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 14 Court Street, Greenfield, Franklin County, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Greenfield, described as follows:

[TO BE INSERTED} known herein as "the Property".

The Property being the same premises conveyed to Greenfield Savings Bank by deed of the City of Greenfield dated September __, 2023, and recorded with the Franklin County Registry of Deeds at Book _____ and Page _____.

This Reverter Deed may be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Greenfield and Greenfield Savings Bank dated August __, 2023.

This Reverter Deed, if not properly recorded in the Franklin County Registry of Deeds, shall be void upon the issuance of a certificate of completion for the Property by the City of Greenfield.

EXECUTED as a sealed instrument this ____th day of ~~September~~[November](#), 2023.

GREENFIELD SAVINGS BANK

Witness

By _____
Thomas J. Meshako, CEO and President

Property Address: 402 Main Street, Greenfield, Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of ~~August~~[November](#), 2023, before me, the undersigned notary public, personally appeared Thomas J. Meshako, CEO and President of Greenfield Savings Bank, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CEO and President of Greenfield Savings Bank.

Notary Public
My commission expires:

CITY COUNCIL ORDER
City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

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

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 • 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			\$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

G/L ACCOUNT DETAIL

Org: 01001510 Object: 5302
Town Attorney Services

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR NAME/ITEM	DESC	COMMENTS
2024	04	187	10/13/2023	API	1		W W24-16	11,793.16	Y		82413W24-16		Doherty, Wallace,		Mayors of
2024	04	187	10/13/2023	API	1		W W24-16	900.00	Y		82413W24-16		Doherty, Wallace,		planning
2024	04	187	10/13/2023	API	1		W W24-16	500.00	Y		82413W24-16		Doherty, Wallace,		sale of 4
2024	04	187	10/13/2023	API	1		W W24-16	8,450.00	Y		82413W24-16		Doherty, Wallace,		Woodbridg
2024	03	612	09/22/2023	GEN	1		Rec1ass	34,286.00	Y		0		Doherty, Wallace,		Egan Flan
2024	03	465	09/29/2023	API	1		W W24-14	19,280.00	Y		82221W24-14		Doherty, Wallace,		AUGUST LE
2024	02	158	08/11/2023	API	1	20231566	W W24-7	5,325.00	Y		81140W24-7		Doherty, Wallace,		Legal Ser
2024	02	158	08/11/2023	API	1		W W24-7	5,275.00	Y		81140W24-7		Doherty, Wallace,		Legal

Total Amount: 85,809.16

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

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:**

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

Majority Vote Required (7).

VOTE:

Explanation of supporting rationale:

MOA Financial Summary

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

Attachments:

- 1. Signed MOU
- 2. 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 (11th) 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 12th 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:


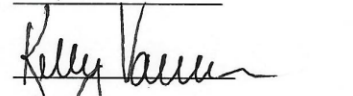
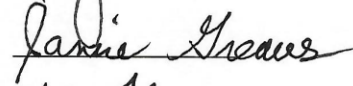

New hires shall provide Human Resources no later than thirty (30) days following their initial date of employment with the City, verification from their previous Commonwealth or municipality employer(s) attesting to the veracity of their governmental service years and as defined and determined by the 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			
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		<u>\$2,309,593</u>	
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 Rescind Library Borrowing Authority

Move that it be Ordered, a vote

To rescind the borrowing authorization for the Greenfield Public Library building project by the amount of \$500,000. Revised authorization will be \$18,041,296.

PURPOSE	DATE OF VOTE	ART #	AMT AUTH
New Library	03/20/19	19-050	19,541,296
	Voted 10/19/22	Reduce	-500,000
	Voted 11/16/2022	Reduce	-500,000
		Reduce	-500,000

Majority Vote Required

VOTE:

Explanation:

This financial order is to reduce the borrowing authorization in the amount of the third \$500,000 donation from the Greenfield Public Library Foundation. Total received to date is \$1,500,000 (out of the \$2,000,000 commitment).

Attachment: Library Foundation Donation report from MUNIS

City of Greenfield



G/L ACCOUNT DETAIL

Org: 42206100 Object: 4830
Library Foundation Gift \$500K

YEAR	PER	JOURNAL	EFF DATE	SRC T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM	DESC	COMMENTS
2024	03	439	09/22/2023	CRP 1	459695		-500,000.00	Y	0		CUSTOMER		Gfld Libr
2023	03	550	09/23/2022	CRP 1	392903		-500,000.00	Y	0		CUSTOMER		Lib Gift
2022	03	616	09/24/2021	CRP 1	324128		-500,000.00	Y	0		CUSTOMER		Lib Found

Total Amount: -1,500,000.00

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

Report generated: 11/28/2023 11:10
User: 6907dsch
Program ID: glactinq

Page 1

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:
Second by Councilor _____:

The City Council,

Moved that it be ordered,

THAT THE CITY COUNCIL TAKE FROM THE TABLE ORDER NO. FY 24 -017 “TO APPROVE THE PAYMENT OF THE PRIOR YEAR INVOICES DATE 6/9/23 FOR DOHERTY, WALLACE, PILLSBURY AND MURPHY PC IN THE AMOUNT OF \$15,038.75 TO BE PAID FROM FY24 LEGAL TOWN[CITY] #01001510.5302.” WHICH WAS TABLED AT THE NOVEMBER 15, 2023 CITY COUNCIL MEETING.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

TAKE FROM TABLE YES NO ABST

CALL THE QUESTION YES NO ABST

MAIN MOTION YES NO ABST

Order no. FY 24-017

The City Council,

Moved that it be ordered,

TO APPROVE THE PAYMENT OF THE PRIOR YEAR INVOICES DATE 6/9/23 FOR DOHERTY, WALLACE, PILLSBURY AND MURPHY PC IN THE AMOUNT OF \$15,038.75 TO BE PAID FROM FY24 LEGAL TOWN[CITY] #01001510.5302.

Two-thirds (2/3) vote required

VOTE:

Explanation of supporting rationale:

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)
PAY THIS AMOUNT				\$50.00

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
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 – First Reading- December 20, 2023

- Transfer \$30,000 from Free Cash to FY24 Legal Labor.
- Transfer \$600 from the Handicapped Parking Fund for ADA Disability Access at Greenfield High School Track.
- Transfer \$4,500 from the Handicapped Parking Fund for ADA Disability Access to Proposed Bocce Courts.

CITY COUNCIL ORDER

City of Greenfield

MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$30,000 from Free Cash to FY24 Legal Labor

Moves that it be Ordered,

To transfer the amount of \$30,000 from Free Cash to Legal Labor-Special Litigation account line 01001500 5305 to restore necessary current year funding.

Majority Vote Required (7)

VOTE:

Explanation:

Current Balance in Legal Labor Attorney Account: \$31,757.85

Attachments:

4. 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	Dec Order
Debt - Interest	\$189,000	Dec Order
Capital Stabilization	\$1,500,000	Dec Order
Legal	\$100,000	Dec Order
SSEA Contract \$	\$43,600	Dec Order

Total Free Cash Financial
Orders

	<u>\$2,309,593</u>	
Balance after December		
Orders		<u><u>\$495,035</u></u>

Legal- Labor	30,000.00	Jan Order
--------------	-----------	-----------

Free Cash Balance **\$465,035**

CITY COUNCIL ORDER

**City of Greenfield
MASSACHUSETTS**

Councilor _____ :

Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$600 from the Handicapped Parking Fund to ADA Accessible Track at High School

Move that it be Ordered, that

To appropriate the sum of \$600 from Handicapped Parking Fund to be used for ADA Disability Access at Greenfield High School Track.

Majority Vote Required.

VOTE:

Explanation:

Balance in Fund: \$7,221.05 (two orders totaling \$5,100)

Attachment:

1. Vote of Community Disability Access (CDA) Committee



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

COMMISSION ON DISABILITY ACCESS

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1548 • www.greenfield-ma.gov

Members:

Douglas Mayo – Chair

Virginia DeSorgher

Robert Williford

Lynne Kelley – Alternate

Greenfield Commission on Disability Access (CDA)

Thursday, January 12, 2023, at 1:00 pm

Via Zoom

Members present:

Lynne Kelley

Douglas Mayo – Chair

Virginia “Ginny” DeSorgher

Members absent:

Bob Williford

Also present:

Christian LaPlante, Community Development

MJ Adams, Community Development

Pamela McBride, Greenfield Public Library


DM called the meeting to order at 1:01PM

Approval of the minutes from December 8, 2022

Motion by VD to approve the minutes as written, second LK. All in favor 3-0.

Treasurers report

Report from December from VD: \$300 left in stipend and \$5,621 in handicap parking fund. Motion to accept the treasurer’s report by LK, second DM. All in favor 3-0.



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

ONGOING ISSUES

Building access

VD stated that checking in on the status of Sanderson St improvements should happen. VD does not think all renovations have happened yet.

Pamela McBride stated that back door of library is still open.

Capital projects through the community development department

MJA stated that the \$25,000 for architect for city hall was not advanced by the capital committee. Exploring using program income funds for the architect instead. Could use a letter of support from CDA.

VD stated that she is not in support of project as it would trigger all code work to be completed at City Hall. VD would be in support of using the \$25,000 just for bathroom work. MJA stated that specs are needed in order to do the bathroom work and that threshold would trigger handicap accessibility compliance not all code compliance. MJA added that submission to DHCD for the project is in February. VD stated that she is support of accessibility but \$500,000 in improvements will require all parts of City Hall to be made accessible.

COVID-19 information

LK stated that with a new variant in the area masking in public is recommended again. Evershield drug for people with compromised immune systems has been shown to not be effective against new strain. Still recommending that if you test positive to contact your doctor.



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

Program participation with COA

LK is working with Hope MacCary on the Mass Equipment Distribution Program and will have a date soon.

Sidewalk repair

VD asked MJA if she knew of any grants for sidewalks submitted recently, MJA suggested reaching out to Athena as MOD grant for sidewalks was rejected. VD stated that sidewalks are a real issue as they are causing tripping.

Portland Loo

VD stated that one is on order from ARPA funding for the Chapman-Davis parking lot. DM would like to see a Portland Loo in the Energy Park.

LK asked who maintains the Portland Loo. LK stated that it is not yet determined but may be DPW. VD will be in touch with Marlo Warner.

NEW BUSINESS

Community preservation act projects – Ginny updates

VD stated that she wrote the application for sidewalk at GHS track with Christy Moore. \$1000 estimate. Community Preservation asked if there are matching funds. There are also many recreation projects at CPA. VD would suggest to use Handicap Parking fund toward the \$1000 or for Bocce Court accessibility. DM would be in favor of using the funds like this rather than letting them sit. LK is also in favor especially because it is recreation.



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

Motion by VD to put \$600 from Handicap Parking fund toward the GHS track project and \$4500 toward access at the proposed Bocce Courts, second DM. All in favor 3-0.

Participation in podcast

DM thinks participating in the Mayor's podcast is a good idea. DM himself would not be the one participating in the podcast but would like someone else to take the lead on this. VD also feels she would not be the one. LK stated that her and Bob Williford will discuss it together and then reach out to the Mayor's Office. DM and VD thanked BW and LK for being willing to participate.

ANNOUNCEMENTS

CL stated that Laura Jordan submitted her resignation with a signature so the vacant spot on the commission can now be filled.

DM stated that he is concerned he may not be reappointed to the commission when his term is up.

Next meeting February 9, 2023

Adjournment

Motion to adjourn by VD, second DM. All in favor 3-0.



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

CITY COUNCIL ORDER

City of Greenfield

MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$4,500 from the Handicapped Parking Fund for ADA Access to proposed Bocce Courts

Move that it be Ordered, that

To appropriate the sum of \$4,500 from Handicapped Parking Fund to be used for ADA disability access to proposed Bocce Courts.

Majority Vote Required.

Balance in Fund: \$7,221.05 (two orders totaling \$5,100)

Attachment:

1. Vote of Community Disability Access Committee (see order no. FY24-42)