

Greenfield City Council
January 17, 2024
249th 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/96681604216?pwd=REVtenJSM0s4NVlYZGsrejlSTkhBdz09>
Meeting ID: 966 8160 4216

To join the meeting via phone:
Dial by your location
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)
+1 689 278 1000 US
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+1 253 205 0468 US

Meeting ID: 966 8160 4216 Passcode: 898608
Find your local number: <https://greenfield-ma-gov.zoom.us/j/96681604216?pwd=REVtenJSM0s4NVlYZGsrejlSTkhBdz09>

CORRECTED 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.

2. Roll Call of Members
3. Pledge of Allegiance (voluntary)

- Suspend Rules of Procedure - Rules of Procedure, 8 Order and Disposition of Business **(Pg. 4)**
4. Approve the November 15 & December 20, 2023 City Council meeting minutes **(Pg. 5)**
 5. Communications from Superintendent of Schools and School Committee (10 minutes) **(Pg. 30)**
 - Greetings from the New School Committee Chair.
 - January 26 Building Tour (schedule attached)
 - 5a. Questions from the Council for Superintendent of Schools and School Committee
 6. Communications from Mayor, City Officers and Employees (10 minutes) **(Pg. 31)**
 - Budget Timeline for City of Greenfield compared to other municipalities.
 - Updates on Ongoing Property Issue
 - City Hall Updates on the Heating, Hours and Search for new Health Director.
 - DPW Recognition
 - Winter Carnival (February 2 – 4, 2024)
 - 6a. Questions from the Council for Mayor
 7. Communications from other City Employees as needed, by invitation – At the time of posting, none were reasonably anticipated.
 8. Public Comment
 9. Public Hearing(s) and Second Reading(s): **(Pg. 35)**
 - 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.
 10. Motions, Orders, and Resolutions
 - I. Authorize Attorney Jesse Belcher-Timme to file a response to the Open Meeting Law Violation Complaint received by the City Clerk's Office on December 26, 2023 from Patrick Higgins. **(Pg. 36)**
 - II. Enter into Executive Session for Reasons #1 and #3 to Review for the Release of City Council Executive Session Minutes from FY2018 through CY2023 (July 1, 2017 thru December 31, 2023). **(Pg. 45)**
 - III. Zoning Amendments to Section 200-50: Major Development Review, Subsection (B): Application, Paragraph (1). **(Pg. 46)**
 - IV. Mayor's Appointments: Board of Health – Glen Ayers; Commission on Disability Access – Anthony Stanford, Philip Rowland; Conservation Commission – Elizabeth Garofalo; Franklin County Technical School Committee – Matt Duley, George VanDelinder; GCET Board of Commissioners – Pamela Goodwin; Local Cultural Council – Mary Chicoine, Hillary Hoffman. **(Pg. 49)**

- V. Transfer \$30,000 from Free Cash to FY24 Legal Labor. **(Pg. 66)**
 - VI. Transfer \$600 from the Handicapped Parking Fund for ADA Disability Access at Greenfield High School Track. **(Pg. 68)**
 - VII. Transfer \$4,500 from the Handicapped Parking Fund for ADA Disability Access to Proposed Bocce Courts. **(Pg. 73)**
 - VIII. Approval of the Greenfield Public Schools, through their School Committee, to enter into a School Bus Contract for a maximum duration of five (5) years including renewals, extensions or options. **(Pg. 74)**
- 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. 114)**
 - Transfer \$18,179.00 from General Fund Bond Premiums to General Fund Principal Paydowns Account.
 - Transfer \$214,000 from Sewer Enterprise Bond Premiums Fund to Water Principal Paydowns Account.
 - Transfer \$145,155 from Sewer Enterprise Bond Premiums Fund to Sewer Principal Paydowns Account.
 - Transfer \$4,282 from GCET Enterprise Bond Premiums Fund to GCET Debt Service Account.
 - Transfer \$54,904.18 from City's Reserve Fund to Police Permanent Salaries Account in accordance with the MOUs between the City of Greenfield, Police Chief Robert Haigh and Police Deputy Chief William Gordon. **(Added to agenda 01/16/2024, omitted in error from original agenda)**
 - 16. Motions for Reconsideration at the time of posting -
 - 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:

GREENFIELD CITY COUNCIL
Regular Meeting Minutes
November 15, 2023

John Zon Community Center/Zoom Hybrid

6:30 pm

CALL TO ORDER: Meeting was called to order at 6:30 p.m. by Acting President Ricketts as a senior Councilor.

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.”

COUNCILORS PRESENT IN PERSON: All Councilors.

COUNCILORS PRESENT REMOTELY: None

ABSENT: President Guin and Vice-President Forgey

ALSO PRESENT: Mayor Roxann Wedegartner; City Clerk Kathryn J. Scott; Assistant City Clerk Quinn Jacquins; Finance Director/Interim Chief of Staff Diana Schindler; Greenfield School Superintendent Dr. Christine DeBarge; School Committee Chairperson Amy Proietti; DPW Director Marlo Warner; Grant Writer/Manager Athena Bradley; Parliamentarian Wilson Roberts; GCET General Manager John Lunt; GCTV-17 staff; Mary Byrne, *the Recorder*; and members of the public.

The Pledge of Allegiance was held.

ACCEPTANCE OF MINUTES: None.

COMMUNICATIONS:

SCHOOL SUPERINTENDENT AND SCHOOL COMMITTEE: Superintendent DeBarge and Committee Chair Proietti reported the following:

- Wednesday, November 22, 2023 was an early release day for the students for the Thanksgiving Break. On that day the schools would be participating in the Turkey Trot in the morning.
- Friday, January 26, 2024, a tour of the schools would be offered to the new members of the School Committee as well as the new members of the City Council; times and schedules would be made available in the future.
- Longtime District employee Vera [Ayrapetyan] who worked in the school business office, was appointed as an Assistant Business Manager.
- Thanked Ben Murphy and Joe Pugs who assisted during the transition to the new School Facilities Director Mike Boudreau.

Councilors asked the following questions:

- Interview process for the hiring of the new Superintendent of Schools.
- Updates, if any, on the new redistricting plan for the schools.
- Feasibility of scaling students out through redistricting and relocate the 5th grade.

MAYOR, CITY OFFICERS AND EMPLOYEES: Mayor Wedegartner and Finance Director Schindler reported the following:

- Mid-point results on the Opioid Settlement Survey had been sent. The full survey was not due out until December 22, 2023. As of Monday, 134 responses had been received; 105 were submitted online and 29 were submitted as physical copies. Approximately 46% had a loved one in recovery from substance use disorder; 44% worked with individuals and families impacted by opioid addiction; 29% were people who had lost a loved one due to opioid addiction; 23% had a family member currently dealing with opioid use disorder.
- Among the top priorities on how the settlement funds should be used, 75% selected supporting people in treatment and recovery; 39.5% selected to address the needs of criminal justice involved persons; 37.3% selected connection to care; 36.5% selected opioid use disorder treatment as a top priority; 34% selected supporting pregnant or parenting women and their families, including babies with neonatal abstinence syndrome. In regard to the 75% who selected support for people in treatment and recovery, most responses cited additional housing and recovery programs, others were for collaborations between existing program providers and continue to promote the destigmatization and strengthening recovery centers.
 - Documentation on the opioid settlement survey was provided to the Council.
- The Portland Loo had been installed and would be operational as soon as the City hooked up the utilities and cameras, complete some concrete work and the poles to arrive the first week in December. Weather permitting, the loo would be opened to the public.
- Director Schindler noted that the presentation for the tax classification hearing could not move forward this evening until approvals were received back from the DOR (Department of Revenue). Requested to schedule a special meeting on the tax classification hearing for November 29, 2023.

Councilors asked the following questions:

- Purpose for the cameras to be installed around the Portland Loo.
- Plan in place for cleaning and maintaining the Portland Loo.
- Taking into consideration to include the Mayor-elect and public participation in the discussions on the grant for the recycling program.

OTHER CITY EMPLOYEES AS NEEDED, BY INVITATION: DPW Director Warner and Grant Writer/Manager Bradley gave a presentation on the Single Stream Recycling Program:

- The grant for the recycling program did have some flexibility; however, until the City meets with the EPA (Environmental Protection Agency), it was unknown just how much flexibility would be given.
- The DPW team who had been working on this grant and program comprised of Director Warner, Grant Writer Bradley, [Field Superintendent] Paul Newell, [DPW Office Manager] Janine Greaves, [Assistant Field Superintendent] Lenny Fritz and Deputy Director Sam Urkiel.
- The City of Greenfield's recycling trucks' conditions were poor to the point where it could be deemed critical.
- No additional money would be attached to this grant. If the City decided on more expensive recycling truck body equipment, the monetary responsibility would be on the City.
- Decisions on the grant and recycling program were based on the EPA's goals to reduce climate change and create efficiencies in solid waste collection.
- The EPA had provided some flexibility to the City if it decided to opt for dual stream; however, it was recommended to stay with the auto single stream vehicles and then rotate collecting paper one week and collecting hard recyclables the next week.
- Dual stream recycling would result in more cost and demands on residents due to additional pickup scheduling and for residents to obtain more recycling carts.

- The City could move forward and sign the contract per the EPA and then make their decisions, but their main primary would begin to order the vehicles.
- Ms. Bradley's professional recommendation would to stay with the single stream program.
- The MRF (materials recovery facility) in Berlin, Connecticut was a state of the art facility with 11 optical sensors and was awarded MRF of the year for 2023. Communities that switched back to dual stream recycling did not have the opportunity to take their materials to this facility. The facility changed less per ton than what Greenfield was currently paying now.
 - Documentation on the grant and stipulations regarding the Single Stream Recycling Program was provided to the Council

Councilors asked the following questions:

- Further information available by the December City Council meeting.
- Single stream use began as a more expensive system.
- Single stream system recycles less due to self-contamination.
- Cost and ecological impact due to fuel consumption by the transport to the facility.
- How the MRF in Connecticut set their rates and if it was contractual.
- Capital request to fund the dual stream truck as opposed to a single stream truck.
- Current number of employees used on a recycling truck.
- Did the grant address the cost of materials if the City decided on a dual stream system as opposed to a single stream.
- Operation procedures at transfer station for single stream versus dual stream.
- Separate meetings on discussions with the EPA and signing the contract.
- Estimate on the length of time to transition over and cost to taxpayers who would need to replace the recycling bins.
- Upfront implementation cost while discussions were ongoing.

GCET General Manager John Lunt gave a presentation on GCET's Plans for Expansion throughout the City:

- GCET was involved with two projects: The first was the North Build, which was the build in precincts 1, 2 and 9, beginning in 2021. The build was not technically different from their building practices now and it was not a build that had extraordinary expenses associated with it. The issue with the build was that every pole that a GCET fiber optic cable to required a license. Every pole in Greenfield is jointly owned by Verizon and Eversource.
- It had taken a long time to work with Verizon and Eversource to get through multiple stages that GCET had to go through due to the public way for telecommunications and electricity was one of the most highly regulated spaces you will ever find in any municipality. And even though they jointly own the poles, their process to survey and prepare was completely separate and ran parallel and only at certain points came together so they could reconcile and then GCET could move forward. Additionally, GCET also had to work with the Massachusetts Department of Transportation for any road that was a State road - it was a very complex process. Another issue was GCET didn't do the work; it's done by either Verizon or Eversource or people they designated; that was a function of the contracts signed by GCET in order to be considered on the pole.
- Surveys and cost negotiations of a great majority of the north part of Greenfield were complete. There areas had been done in three (3) separate groups: The first group was up Bernardston Road, underneath Severance Street and up West Log Plain Road, Newell Pond Road and Graves Road and up to Barton Road. The second group was up Colrain Road, including Meadow Lane, over to the Green River Road, Arnold Lane, Lunt Drive, Sauter Lane and Hancock Lane area. Would have the

ability to get to Smead Hill Road and the Hancock/Mary Potter Lanes area, and back down Plain Road. The third group covered Leyden Road, Nash's Mill and the area around Pickett Lane.

- There were three (3) areas where GCET was unable to fully reconcile as of yet with Verizon and Eversource in regards to the number of poles to be replaced: Country Club Road and Log Plain Road, Adams Road and Lovers Lane. There may be a split between those areas due to the money GCET had to cover the most people as possible. Once completed, GCET would have approximately 900 to 1000 new dwellings covered; which would increase the amount of coverage for GCET from 86% to 89%. The licensing portion of this build including the purchase of materials had been funded through ARPA (American Rescue Plan Act).
- The second project was "Unique Locations": GCET had radios on telephone poles and street lights which broadcast a WI-FI signal picked up by small receivers outside residences such as single family homes, twin family homes, multiple family homes and condominiums. However, there were issues with two (2) areas: Large Apartment Buildings and accessing developments that were built with all underground utilities. Most Large Apartment Buildings were privately owned and GCET was unable to enter the premises without permission. One way to address this issue was to continue to work with large organization to attempt to change their minds on how they receive access to GCET. An MOU (Memorandum of Understanding) was recently signed between GCET and the Greenfield Housing Association and would have the ability to fully cover Elm Terrace. In addition, Berkshire Apartments on Smith Street had agreed to a test trial. Another way to address this issue was to figure a plan to install the proper equipment in the building and remain sustainable.
- GCET had received a grant from the Municipal Digital Equity Planning Program which included establishing a Steering Committee to review where the grant money should be spent. The Steering Committee consisted of ten (10) members including people from GCC (Greenfield Community College), the Human Rights Commission and downtown business owners. The Committee would schedule an evening to receive public comment; the details would be announced by FRCOG (Franklin Regional Council of Governments). There were two (2) other grants GCET had re-applied for: the Broadband Equity Access and Deployment Program and the Infrastructure Gap Grant. GCET was also looking into current ARPA grants and any future grants that could fund to lay conduits for wiring.
- Mr. Lunt encouraged the Councilors to meet and confer with him and review the data regarding their specific precinct.

Councilors asked the following questions:

- Possibility for developments with underground utilities to offer to lease part of a residence to hang antennas where receivers could be placed in lieu of installing a pole.
- Status on wiring for the Highrise, Fargo Drive, East Wayland Drive and Lampblack Road.
- Marketing strategies to compete with larger companies such as Comcast and Verizon.
- Approximate timeline to expect the North Build project would be completed.
- Approximate cost to install wiring in a large apartment building.
- FCC(Federal Communications Commission) guidelines regarding apartment buildings required to be offered an alternative to all choices of internet suppliers.

Acting President Ricketts called a 5 minute recess at 8:31pm.

Acting President Ricketts resumed the meeting at 8:40pm.

PUBLIC COMMENT: The following members of the public spoke:

- Jesus Leyva, Deerfield Street, spoke to the DPW grant regarding the switch to single stream recycling and requested more documentation and the representatives from the Springfield MRF Board to speak to the Councilors regarding single stream versus dual stream recycling.

- Susan Conger, Ferrante Avenue, spoke to her support of Greenfield to continue to use dual stream recycling and not switch to single stream recycling.
- Louise Amyot, Madison Circle, spoke to her support of Greenfield to continue to use dual stream recycling and not switch to single stream recycling.
- Joannah Whitney, Franklin Street, spoke to her support of Greenfield to continue to use dual stream recycling and not switch to single stream recycling, especially how it would affect people with disabilities.
- Peg Hall, Pierce Street, responded to many of the points presented by the DPW Director and Grant Writer regarding the EPA grant for single stream recycling and voiced her support for Greenfield to continue to use dual stream recycling.

PUBLIC HEARINGS: Councilor Desorgher read the public hearing:

PUBLIC HEARING

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

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

Meeting ID: 978 1726 8506, to receive public input on the following:

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

The City Council may consider the same on Wed., November 15, 2023, at 6:30 p.m. at John Zon

Community Center, 35 Pleasant St., and Zoom: [https://greenfield-ma-](https://greenfield-ma-gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09)

[gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09](https://greenfield-ma-gov.zoom.us/j/97817268506?pwd=Nkk5d1EvUGZzUWpCc2tnc0E4bHlZQT09) Meeting ID 978 1726 8506. Materials can be obtained from the City Clerk's Office, 14 Court Sq. from 9:00 a.m.-4:00 p.m., Mon. - Fri. or phone 413-772-1555, x. 6163.

Acting President Ricketts opened the public hearing at 8:58pm and asked if anyone wished to speak on any of these issues; seeing none, she closed the hearing at 8:59pm.

Councilor Desorgher read the second reading:

City Council – Second Reading- November 15, 2023

- Repurpose \$289,000 authorized for Police Station Upgrades to Dispatch Communication System.
- Approve payment of \$12,707.40 for FY23 Energy Millbrook Solar Invoice from FY24 Energy Millbrook Solar Account 5209.
- Approve payment of \$50,829.58 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Sewer Enterprise from FY24 WPCF Millbrook Solar Account 5209.
- Approve payment of \$21,178.99 for FY23 GTR Greenfield Millbrook Solar LLC Invoice – Water Enterprise from the FY24 Water Enterprise Millbrook Solar Account 5209.

- Approve payment of \$15,038.75 for FY23 Doherty, Wallace Pillsbury and Murphy PC Invoice from FY24 Legal Town [City] Account 5302.
- Approve the Memorandum of Understanding (MOU) between City of Greenfield and United Public Service Employees Union representing the Department of Public Works (DPW) and transfer \$25,200 from Contract Stabilization for Parks Permanent Salaries/Wages Full Time line item 5111 (\$15,200) and Wages-Custodians line item 5113 (\$10,000).

Councilor Desorgher read the second public hearing:

Tax Classification
PUBLIC HEARING

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

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

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

Daniel Guin, Greenfield City Council President

Acting President Ricketts opened the public hearing at 9:01pm. Councilor Desorgher noted that the Tax Certification Public Hearing could not move forward pending approval from the Department of Revenue; it would be continued to a date certain of November 29, 2023, 6:30 pm, at John Zon Community Center/Zoom Hybrid and the public hearing shall remain open until that time.

MOTION: On a motion by Councilor Gilmour, second by Councilor Elmer, it was by majority, 9 yes, 1 abstention,

VOTED: TO CONTINUE THE PUBLIC HEARING ON FY2024 TAX CLASSIFICATION TO NOVEMBER 29, 2023, 6:30PM, AT JOHN ZON COMMUNITY CENTER/ZOOM HYBRID.

MOTIONS, ORDERS, AND RESOLUTIONS

Order no. FY 24-034

MOTION: On a motion by Councilor Bullock, second by Councilor Lapienski, it was by majority, 8 yes, 2 abstentions,

VOTED: THAT IT BE ORDERED THAT THE GREENFIELD CITY COUNCIL, PURSUANT TO CHARTER SECTION 2-10, AFFIRMS THE FOLLOWING APPOINTMENT BY THE MAYOR TO THE PLANNING BOARD: SARAH BROWN-ANSON, FOR A THREE YEAR TERM TO EXPIRE DECEMBER 31, 2026.

LIST OF DOCUMENTS/EXHIBITS: 1) Mayor's Memo of Appointment; 2) Resume of proposed appointee

MOTION: On a motion by Councilor Terounzo, second by Councilor Elmer, it was unanimously,

TABLED: ORDER NOS FY24-033A, FY24-033B AND FY24-033C UNTIL THE NOVEMBER 29, 2023, CONTINUATION OF MEETING.

Order no. FY 24-035

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,
MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL IN ACCORDANCE WITH MGL CH.30B, SEC. 12(B), AUTHORIZES THE GREENFIELD PUBLIC SCHOOLS TO TAKE PART IN A COLLECTIVE SCHOOL TRANSPORTATION BID WITH OTHER FRANKLIN COUNTY SCHOOL DISTRICTS FOR A CONTRACT DURATION OF UP TO FIVE YEARS.
LIST OF DOCUMENTS/EXHIBITS: 1) Correspondence from Superintendent of Schools and School Committee Chair; 2) Massachusetts Office of Inspector General Procurement Bulletin from March 2012.

DISCUSSION: Clarification on why this issue had come before the Council. The School listed the following towns/cities that were also involved in this process.

It was unanimously,
VOTED: TO APPROVE ORDER NO. FY 24-035.

Order no. FY 24-013

MOTION: On a motion by Councilor Desorgher, second by Councilor Helie, it was,
MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, APPROVES A REPURPOSING IN THE AMOUNT OF 289,000, PREVIOUSLY AUTHORIZED POLICE STATION UPGRADES TO BE REPURPOSED FOR DISPATCH COMMUNICATION SYSTEM.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,
VOTED: TO APPROVE ORDER NO. FY 24-013.

Order no. FY 24-014

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,
MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, APPROVES THE PAYMENT OF THE PRIOR YEAR INVOICE FOR GTR GREENFIELD MILLBROOK SOLAR, LLC IN THE AMOUNT OF \$12,707.40 TO BE PAID FROM FY24 ENERGY MILLBROOK SOLAR ACCOUNT #01001970.5209.

LIST OF DOCUMENTS/EXHIBITS: 1) GTR Greenfield Millbrook Solar LLC Invoice dated June 1, 2023 with breakdown. (Document was also used for Order Nos. FY24-015 & FY24-016.)

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,
VOTED: TO APPROVE ORDER NO. FY 24-014.

Order no. FY 24-015

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,
MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, APPROVES THE PAYMENT OF THE PRIOR YEAR INVOICE FOR GTR GREENFIELD MILLBROOK SOLAR, LLC IN THE AMOUNT OF \$50,829.58 TO BE PAID FROM FY24 WPCF MILLBROOK SOLAR ACCOUNT #60004490.5209.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-015.

Order no. FY 24-016

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,

MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, APPROVES THE PAYMENT OF THE PRIOR YEAR INVOICE FOR GTR GREENFIELD MILLBROOK SOLAR, LLC IN THE AMOUNT OF \$21,178.99 TO BE PAID FROM FY24 WATER ENTERPRISE MILLBROOK SOLAR ACCOUNT #61004490.5209.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-016.

Order no. FY 24-017

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,

MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, APPROVES THE PAYMENT OF THE PRIOR YEAR INVOICES DATED 6/9/23 FOR DOHERTY, WALLACE, PILLSBURY AND MURPHY, P.C. IN THE AMOUNT OF \$15,038.75 TO BE PAID FROM FY24 LEGAL TOWN #01001510.5302.

LIST OF DOCUMENTS/EXHIBITS: 1) Invoice from Doherty, Wallace, Pillsbury and Murphy PC dated June 9, 2023 for \$50.00; 2) Summary of Legal Costs for FY24.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee tabled the order. It was noted the funds in this account had been depleted after the order was created and would not be made available until money was transferred to the account from Free Cash.

MOTION: On a motion by Councilor Elmer, second by Councilor Gilmour, it was unanimously,

TABLED: ORDER NO. FY 24-017.

Order no. FY 24-018

MOTION: On a motion by Councilor Desorgher, second by Councilor Lapienski, it was,

MOVED: THAT IT BE ORDERED THE GREENFIELD CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, PURSUANT TO M.G.L. C 150E, § 7, APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GREENFIELD AND UNITED PUBLIC SERVICE EMPLOYEES UNION REPRESENTING THE DEPARTMENT OF PUBLIC WORKS (DPW) AND TRANSFER FROM CONTRACT STABILIZATION, \$15,200 TO PARKS PERMANENT SALARIES/WAGES FULL-TIME, LINE ITEM 0100.4380.5111 AND \$10,000 TO WAGES-CUSTODIANS, LINE ITEM 0100.1920.5113, FOR A TOTAL OF \$25,200 TO FUND THE FIRST-YEAR COST ITEMS.

LIST OF DOCUMENTS/EXHIBITS: 1) Signed MOU dated September 22, 2023

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-018.

PRESENTATION OF PETITIONS AND SIMILAR PAPERS: None.

REPORTS OF COMMITTEES: None.

UNFINISHED BUSINESS: None.

OLD BUSINESS: Recognition of Douglas Mayo for his service as a member of the City Council.

- Councilors expressed their time working with Douglas Mayo and his loyalty and service to his precinct and his dedication to Committees he served on.

NEW BUSINESS: Councilor Desorgher held the following first reading:

City Council – First Reading- November 15, 2023

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

MOTIONS FOR RECONSIDERATION: None.

This meeting would be continued to November 29, 2023, 6:30 pm, at John Zon Community Center/Zoom Hybrid. Councilors left the meeting at 9:32 pm

A true copy,

Attest: _____
Kathryn J. Scott, CMC, City Clerk

GREENFIELD CITY COUNCIL MEMBERS

John Zon Community Center/Zoom Hybrid

Regular Meeting

November 15, 2023

Attendance

1. Golub, Katherine	Y					
2. Guin, Daniel President	N					
3. Desorgher, Virginia	Y					
4. Bottomley, John	Y					
5. Bullock, Marianne	Y					
6. Gilmour, Sheila	Y					
7. Lapienski, Jasper	Y					
8. Vacant	—					
9. Helie, Derek	Y					
10. Elmer, Philip	Y					
11. Forgey, Christine Vice - President	N					
12. Ricketts, Penny	Y					
13. Terounzo, Michael	Y					

GREENFIELD CITY COUNCIL
Regular Meeting Minutes
December 20, 2023

John Zon Community Center/Zoom Hybrid

6:30 pm

CALL TO ORDER: Meeting was called to order at 6:30 p.m. by President Guin.

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.”

COUNCILORS PRESENT IN PERSON: Councilors Golub, Guin, Desorgher, Bottomley, Bullock, Lapienski, Helie, Elmer, Forgey, Ricketts and Terounzo.

COUNCILORS PRESENT REMOTELY: Councilor Gilmour

ABSENT: None.

ALSO PRESENT: Mayor Roxann Wedegartner; City Clerk Kathryn J. Scott; Assistant City Clerk Quinn Jaquins; Finance Director/Interim Chief of Staff Diana Schindler; Greenfield School Superintendent Dr. Christine DeBarge; Assistant School Superintendent Karin Patenaude; DPW Director Marlo Warner; Grant Writer/Manager Athena Bradley; GCTV-17 staff and members of the public.

The Pledge of Allegiance was held.

MOTION: On a motion by Councilor Ricketts, second by Councilor Forgey, it was by majority, 11 yes, 1 abstention,

VOTED: 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.

Order no. FY 24-032

MOTION: On a motion by Councilor Bullock, second by Councilor Forgey, it was unanimously,

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

LIST OF DOCUMENTS/EXHIBITS: 1) Candidate Lora Wondolowski's letter of interest dated October 11, 2023.

City Clerk Kathy Scott administered the oath of office to Lora Wondolowski as the new Precinct 8 Councilor. Councilor Wondolowski joined the rail.

ACCEPTANCE OF MINUTES: On a motion by Councilor Ricketts, second by Councilor Lapienski, it was by majority, 11 yes, 2 abstentions,

VOTED: TO ACCEPT THE CITY COUNCIL MINUTES OF SEPTEMBER 20, OCTOBER 18 AND NOVEMBER 29, 2023.

COMMUNICATIONS:

SCHOOL SUPERINTENDENT AND SCHOOL COMMITTEE: Superintendent DeBarge and Assistant Superintendent Patenaude reported the following:

- Ellis Benitez was name as the recipient of this year's Superintendent's Award for Academic Excellence.
- Votes had been taken by the School Committee in regards to their redistricting plan. There were 3 parts involved in their decision: First was a previous practice allowing students to request schools outside of their neighborhood school within the district would end effective the beginning of the 24-25 school year. In the past two years, only incoming kindergartners who had siblings in the choice school. Second was the School Committee voted to allow students who had already been allowed to choice into a non neighborhood school would be allowed to age out. Third was the new school lines and the reconfiguration of three Elementary Schools to a K through 5, Greenfield Middle School would move to a 6 through 8, and Greenfield High School would be 9 through 12; which would be effected for the 25-26 school year. The schools would be working on the logistics that would need to be worked out, with one of the biggest pieces would be allowing the students to age out of their intra-district choice spots. The date the change occurred was related due to delaying one year, there was one less grade level at 4 Corners that was believed to have 3 classes. This would free up space at 4 Corners.
- The budget process for Fiscal Year 2025 had begun. A public hearing was scheduled for Wednesday, February 28th, 2024.
- Updated status of Green River School.
- Anticipated year in which all intra-district students would be relocated to the middle school.
- Pay back of grant for one million dollars that was received for the Green River School.

MAYOR, CITY OFFICERS AND EMPLOYEES: Mayor Wedegartner noted that she would not be addressing the Council tonight but would be available for any questions they may have regarding the agenda items.

- Councilor Lapienski thanked the Mayor for her attendance and speaking at the Hanukkah Ceremony last week. Numerous people had conveyed their appreciation on the Mayor's comments and he looked forward to watching the videos.

OTHER CITY EMPLOYEES AS NEEDED, BY INVITATION: DPW Director Warner reported the following:

- The information requested by the Council regarding automated single stream versus the dual stream recycling comparisons in costs was not available at the time of this meeting and would be forwarded to the Council by the next meeting in January.
- Due to the inclement weather that began on Sunday into Monday there was indication that a large water main break had occurred. He thanked the public safety departments for their efforts in locating the break so it could be repaired immediately.

Councilors asked the following questions:

- Update for a second wheelie for trash pickup.

PUBLIC COMMENT: The following members of the public spoke:

- Jesus Leyva, Deerfield Street, read from a prepared statement (see attached).

- Michael Klein, Meridian Street, spoke to the condition of the dams on the Green River in Precinct 7. He also expressed his hope that the path in the back of the Green River School would continue to be accessible to the public regardless of future ownership.
- Maria Burge, Garfield Street, thanked the Councilors that were leaving their positions. She thanked Councilors Lapienski and Mayo for their dedication to the Precincts they represented. She voiced her concern to the influx of people coming into the Community and the strain it could have on Greenfield and offered any service she could provide to the Council.
- Pamela Goodwin, High Street, encouraged residents to attend the Board of Health meeting, which would be hybrid, and thanked the Human Rights Committee for their meeting regarding the allegations on the Wells Street Shelter. She also commented on John Lunt's presentation to the Council regarding GCET and Mr. Leyva's presentation regarding transparency of the government.
- Glen Ayers, Davis Street, acknowledged a few of the employees of the City Hall for their professionalism in dealing with the public and encouraged the incoming executive administration to seek new legal Counsel for the City. Looking forward to working with the Community on the Public Improvement Plan to clean up the Lunt site on Federal Street.

PUBLIC HEARINGS: Councilor Desorgher read the public hearing:

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

President Guin opened the public hearing at 7:22 pm. He asked if anyone from the public wished to speak on the issues; seeing none, Councilor Desorgher read the second reading:

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.

President Guin asked again if anyone from the public wished to speak on the issues; seeing none, he closed the public hearing at 7:23pm.

MOTIONS, ORDERS, AND RESOLUTIONS

Order no. FY 24-037

MOTION: On a motion by Councilor Bullock, second by Councilor Ricketts, it was,

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

LIST OF DOCUMENTS/EXHIBITS: 1) Mayor's Memo for Appointments & Re-Appointments; 2) Letters of Interest and Resumes of proposed appointees.

DISCUSSION: Councilor Bullock reported the Appointments & Ordinances forwarded a majority negative recommendation, 2 yes, 3 no. The Committee deliberated on whether any new appointments should be submitted by the new administration next year.

- It was noted that the decision was not based on the appointees who were submitted but the transition to a new Mayor/administration in January.
- The current Mayor had authority with appointing board and committee members until the end of their term and therefore should not hold up any appointments for boards and committees who were in need of members.
- Councilors expressed concern that some boards and committees vacancies had not been filled for months and now the Mayor was trying to fill them before the transition to the new administration and questioned the timeliness of the appointments.
- Concern was raised that if the Council rejected these new appointments it could take 2 to 3 months for them to come before the Council for a vote and it could leave some boards and committees without a proper quorum for the ability to conduct business.

MOTION: On a motion by Councilor Lapienski, no audio of visual second, it was,

MOVED: TO DIVIDE THE MOTION BETWEEN THE APPOINTMENTS THAT WOULD CREATE A QUORUM ON BOARDS WHO DON'T HAVE THEM AND THOSE THAT DON'T.

DISCUSSION: It was noted that none of the boards and committees were in jeopardy of not obtaining a quorum with the possible exception of Commission on Disability Access; however, they would not be meeting in January.

Councilor Lapienski withdrew his motion.

It was by roll call, 2 yes, 10 no, 1 abstention,
DEFEATED: TO APPROVE ORDER NO. FY 24-037.

Order no. FY 24-044

MOTION: On a motion by Councilor Bullock, second by Councilor Ricketts, it was,
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

DISCUSSION: Councilor Bullock reported the Appointments & Ordinances Committee forwarded a majority positive recommendation 3 yes, 2 no. The Committee's rationale to accepting the re-appointments was that some of these boards and committees would have run the risk of being without a quorum to conduct ongoing business.

- The rationale for the decision to reject the re-appointments were made as to the appointments in which it was argued that the new incoming administration should re-appoint as well as appoint new board and committee members.

It was by roll call, 12 yes, 1 no,
VOTED: TO APPROVE ORDER NO. FY 24-044.

Order no. FY 24-045

MOTION: On a motion by Councilor Bullock, second by Councilor Terounzo, it was,
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

DISCUSSION: Councilor Bullock reported the Appointments & Ordinances Committee did not forward a recommendation due to an issue with the re-appointee's ability to serve on the Conservation Commission if they were on another Committee. It was later determined that this re-appointee was seated on another committee as a representative of the Conservation Commission.

It was unanimously,
VOTED: TO APPROVE ORDER NO. FY 24-045.

Order no. FY 24-038A1

MOTION: On a motion by Councilor Elmer, second by Councilor Terounzo, it was,
MOVED: THAT IT BE ORDERED THE CITY COUNCIL, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, 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.

LIST OF DOCUMENTS/EXHIBITS: 1) Memo from Mayor dated November 27, 2023

DISCUSSION: Councilor Elmer reported the Economic Development Committee forwarded a unanimous positive recommendation.

- It was noted the Mayor requested the property be declared surplus at this time and in the future would come back to the Council to request authorization to sell the property.
- Although a name was given of an individual who was interested in purchasing the property, the Committee believed an RFP (Request for Proposal) was still warranted.
- If the City decided there was a legitimate use for the property after it was voted to become surplus it would not need to come back to the Council to remove it from surplus status.
- Under Chapter 30B, if the property was assessed under \$35,000 an RFP was not required.
- The property in question was taken under tax title, which required a specific process to sell it under Massachusetts General Law.
- The current administration, Collector/Treasurer and Finance Director had decided to not sell property taken by tax title at the Council's request.

MOTION: On a motion by Councilor Elmer, second by Councilor Lapienski, it was unanimously, **VOTED:** TO CALL THE QUESTION.

Order No. FY24-038A1 was now on the floor for a vote.

It was by majority, 11 yes, 0 no, 2 abstentions,

VOTED: TO APPROVE ORDER NO. FY 24-038A1.

Order no. FY 24-038A2

MOTION: On a motion by Councilor Elmer, second by Councilor Lapienski, it was,

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.

DISCUSSION: Councilor Elmer reported the Economic Development Committee forwarded a unanimous positive recommendation with the understanding that the rules within the policy for the sale of City Owned Land was followed.

- Mayor Wedegartner noted that at this time she did not have a buyer for this property and was not planning to sell it through the remainder of her term.

MOTION: On a motion by Councilor Bullock, second by Councilor Ricketts, it was unanimously, **TABLE:** ORDER NO. FY24-038A2.

President Guin, without objection, forwarded Order No. FY24-039: 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, to January due to receiving late information regarding the proposed easements on 402 & 412 Main Street.

Order no. FY 24-027

MOTION: On a motion by Councilor Desorgher, second by Councilor Ricketts, it was,

MOVED: THAT IT BE ORDERED, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, THE CITY COUNCIL APPROVES A TRANSFER IN THE SUM OF \$1,500,000 FROM FREE CASH TO CAPITAL STABILIZATION.

LIST OF DOCUMENTS/EXHIBITS: 1) FY23 Stabilization Accounts thru June 30, 2023; 2) FY23 Certified Free Cash Summary (Documents were used for Order Nos. FY24-028, FY24-029, FY24-030 & FY 24-031.)

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-027.

Order no. FY 24-028

MOTION: On a motion by Councilor Desorgher, second by Councilor Ricketts, it was,

MOVED: THAT IT BE ORDERED, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, 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.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-028.

Order no. FY 24-029

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,

MOVED: THAT IT BE ORDERED, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, THE CITY COUNCIL APPROVES A TRANSFER IN THE SUM OF \$199,993 FROM FREE CASH TO OPIOID SETTLEMENT STABILIZATION FUND.

LIST OF DOCUMENTS/EXHIBITS: 1) Memo from Finance Director Diana M Schindler date July 25, 2023, regarding Opioid Settlement Stabilization Fund.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-029.

Order no. FY 24-030

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,

MOVED: THAT IT BE ORDERED, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, THE CITY COUNCIL APPROVES A TRANSFER IN THE AMOUNT OF \$100,000 FROM FREE CASH TO TOWN [CITY] ATTORNEY SERVICES.

LIST OF DOCUMENTS/EXHIBITS: 1) G/L Account Detail for Town [City] Attorney Services; 2) Year to Date Legal Town (City) Ordinary Expenses

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

- Councilors expressed disappointment that the money allocated for the legal account was spent over a short period of time; however, it was agreed the money would be required in order for the new administration to conduct proper City business.

It was by majority 12 yes, 1 no,

VOTED: TO APPROVE ORDER NO. FY 24-030.

Order no. FY 24-031

MOTION: On a motion by Councilor Desorgher, second by Councilor Forgey, it was,

MOVED: THAT IT BE ORDERED, UPON RECOMMENDATION OF MAYOR WEDEGARTNER, 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

LIST OF DOCUMENTS/EXHIBITS: Signed MOU between City of Greenfield and SSEA Union dated October 18, 2023.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-031.

Order no. FY 24-040

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was,

MOVED: THAT IT BE ORDERED, UPON THE RECOMMENDATION OF MAYOR WEDEGARTNER, 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

LIST OF DOCUMENTS/EXHIBITS: 1) G/L Account Detail Library Foundation Donation Report from MUNIS system.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation.

It was unanimously,

VOTED: TO APPROVE ORDER NO. FY 24-040.

Order no. FY 24-047

MOTION: On a motion by Councilor Desorgher, second by Councilor Terounzo, it was unanimously, **VOTED:** 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.

Order No. FY24-017 was now on the floor, as read by Councilor Terounzo: 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.

LIST OF DOCUMENTS/EXHIBITS: 1) Invoice from Doherty, Wallace, Pillsbury and Murphy PC date June 9, 2023, for \$50.00; 2) Summary of Legal Costs for FY24.

DISCUSSION: Councilor Desorgher reported the Ways & Means Committee forwarded a unanimous positive recommendation, 1 abstention. As stated previously, the motion was tabled after it was discovered there was not enough funds in the account and the Council couldn’t transfer funds until this meeting.

It was by majority, 11, yes, 1 no, 1 abstention,

VOTED: TO APPROVE ORDER NO. FY 24-017.

PRESENTATION OF PETITIONS AND SIMILAR PAPERS - None

REPORTS OF COMMITTEES – None

UNFINISHED BUSINESS: None

OLD BUSINESS: None.

NEW BUSINESS: Councilor Desorgher held the following first reading:

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.

Councilor Elmer apologized for a piece in the Recorder regarding his contribution to the Council as being more significant than other Councilors due to a comment he had made to the writer of the piece he felt disappointed he hadn't been a better or more effective Councilor.

Councilor Forgey announced this was the end of her career in politics and would not be running for any office in the future. She was interested in becoming part of the Community and would continue with government service whenever she could. She expressed how she was lucky in her ability to sit in both the Executive and Legislative seat; it was a great experience and many rewards, but also great disappointments. She wished everyone the best of everything and thanked the voters of Greenfield to serve and work for and with them.

Councilor Lapienski stated that it had been a pleasure to serve; as he had signed up for this position when no one else was willing to do so. He wanted to clarify that the resolution of no confidence in the Police Chief was not authored by Councilor Bullock as the Greenfield Recorder reported, but was authored by him. He also addressed the article, also from the Greenfield Recorder, that had come out regarding his reasons for not serving his full term; he was leaving to focus on his service to the Jewish Community. He wished everyone on the Council the best of luck and his hope was to work together to make the Council a better place to do business.

Councilor Ricketts thanked everyone who was leaving their position for their service. She thanked Mayor Wedegartner for her years of service and thanked Councilor Desorgher on her run for Mayor and wished her the best of luck. She also requested a page of the minutes be dedicated to Robert Wainstein, who was a previous Councilor.

Councilor Gilmour said her farewells to the Councilors who were leaving their positions. She wanted to thank the Councilors that had helped her grow and learn based on taking in other points of view. She thanked Councilor Guin for his contributions when she was serving a President and he was her Vice-President.

Councilor Bullock thanked the outgoing Councilors, especially Councilors Desorgher and Forgey, for their welcoming demeanors and insight on the Council. She thanked Dan Guin for his service and appreciated the fact that even though they did not agree on a number of issues, they were able to work together.

President Guin thanked everyone for their service and working together with Councilor Forgey again. He talked about his journey through the Legislative branch; how he wanted to work with everyone even if they didn't agree with his thoughts and views, there was still a level of professionalism and respect; and his focus on Greenfield. He thanked City Clerk Kathy Scott and Assistant City Clerk Quinn Jaquins for their constant help and assistance during City Council meetings. He reminded Councilors to remember the policies and procedures, and bottom line, just get it done. Thanked Mayor Wedegartner for her service and looked forward to Mayor-Elect Desorgher's service and hoped to come back and serve Greenfield in another capacity.

Councilor Forgey also thanked Wilson Roberts as his role as parliamentarian. He thanked all the Councilors for their service and looked forward to working with the new Council and Mayor.

ADJOURNMENT: On a motion by Councilor Lapienski, second by Councilor Elmer, it was unanimously,
VOTED: TO ADJOURN THE MEETING AT 9:00 P.M.

A true copy,

Attest: _____
 Kathryn J. Scott, CMC, City Clerk

GREENFIELD CITY COUNCIL MEMBERS

John Zon Community Center/Zoom Hybrid
 Regular Meeting
 December 20, 2023

Vote Summary 1 of 2	Attendance	FY24-032	FY24-037	FY24-044	FY24-045	Call Question FY24-038A1	FY24-038A1	Table FY24-038A2	FY24-027	Fy24-028	FY24-029
14. Golub, Katherine	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
15. Guin, Daniel President	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
16. Desorgher, Virginia	Y	Y	A	Y	Y	Y	Y	Y	Y	Y	Y
17. Bottomley, John	Y	Y	N	Y	Y	Y	Abs	Y	Y	Y	Y
18. Bullock, Marianne	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
19. Gilmour, Sheila	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
20. Lapienski, Jasper	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
21. Wondolowski, Lora 6:34p	Y	----	N	Y	Y	Y	Y	Y	Y	Y	Y
22. Helie, Derek	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
23. Elmer, Philip	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
24. Forgey, Christine Vice - President	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
25. Ricketts, Penny	Y	Y	N	Y	Y	Y	Abs	Y	Y	Y	Y
26. Terounzo, Michael	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
		12 y 0 n	2 y 10 n 1 abs	12 y 1 n	13 y 0 n	13 y 0 n	11 y 0 n 2 abs	13 y 0 n	13 y 0 n	13 y 0 n	13 y 0 n

27. Golub, Katherine	Y	Y	Y	Y	Y			
28. Guin, Daniel President	Y	Y	Y	Y	Y			
29. Desorgher, Virginia	Y	Y	Y	Y	Y			
30. Bottomley, John	Y	Y	Y	Y	Y			
31. Bullock, Marianne	Y	Y	Y	Y	Y			
32. Gilmour, Sheila	Y	Y	Y	Y	Y			
33. Lapienski, Jasper	N	Y	Y	Y	N			
34. Wondolowski, Lora 6:34p	Y	Y	Y	Y	Abs			
35. Helie, Derek	Y	Y	Y	Y	Y			
36. Elmer, Philip	Y	Y	Y	Y	Y			
37. Forgey, Christine Vice - President	Y	Y	Y	Y	Y			
38. Ricketts, Penny	Y	Y	Y	Y	Y			
39. Terounzo, Michael	Y	Y	Y	Y	Y			

12 y
1 n

13 y
0 n

13 y
0 n

13 y
0 n

11 y
1 n
1 abs

Public Comment City Council 12 20 2023

To the members of the Greenfield City Council,

I have sent a letter of interest by email to the city council to express my interest in being appointed to the vacant precinct 7 seat resigned by Councilor Lapienski and I hope you will consider me for appointment to the vacant precinct 7 seat.

I want to be a city councilor to work to fulfill the promise of transparency in government. Many people ran on platforms of “transparency” or “reform” and many residents asked for greater transparency in government. What does that mean? I would suggest that every city board, committee and commission should implement the following basic tenants of good governance and that I hope the new incoming administration implements clear public policy to forward these tenants:

- 1 – Compliance with state open meeting laws regulations
- 2 – Email contact information for all members of a city board, committee or commission should be posted on the city’s website
- 3 – The minutes and agendas from previous meetings going back at least 3 years should be easily accessible and readily available to the public for each city body on the city’s website
- 4 – Every city meeting should allow for at least a minimum public comment of 3 minutes per person (or if there are many public speakers, 1 minute)
- 5 – City boards, committees and commissions should have a regularly monthly scheduled meeting, once a month that fall on the same day of the week, week of the month and time of day
- 6 – Abutter notification and hearings by all city departments, boards, committees and commissions when a substantial project or change in a neighborhood is taking place. Additionally, there should be meaningful outreach and participation when a public policy decision concerns or affects specific residents or property owners.

Anyone who has participatory experience with city government should understand fully why these best practices policies are vital to transparency.

Some of these assumptions are built into existing state and local laws, but have not been followed according to the complaints of so many different residents. Some boards and commissions recently have gone out of their way to try and adopt some of these tenants like the public safety commission. Others seem to be playing “secret government bingo”, like the Board of Health, that somehow manage to fail all 6 of these precepts at once.

What I have found consistently frustrating about the time I have spent as a non-elected or non-appointed participant of Greenfield city government is not the issues or differences of opinions, those are expected. What is frustrating is how regularly we skip necessary steps for expediency. Or how often legitimate complaints are not taken seriously even with a mountain of documentation. And finally the frequency that city officials reject transparency as performative and unnecessary or inconvenient to the operations of city administration.

I hope that with the coming of the new year, that we can do better. The agenda of

IN MEMORY OF

Robert Wainstein

November 7, 1950 – November 27, 2023

Among his many accomplishments:

Received Degree from Western New England College School of Law.

A practicing attorney for over 35 years, with a primary focus in Elder Law.

Served as a Town Councilor for Precinct 5 from 2016 to 2017.

Served as President of the New England Learning Center for Women in Transition and the Massachusetts Justice Project, respectfully.

Served as Board Member for Franklin County Community Health Center and Temple Israel, respectfully.



It is not length of life, but depth of life.

- Ralph Waldo Emerson, American Philosopher

On Thu, Jan 11, 2024 at 10:06 AM Lauren Rice <lauric1@gpsk12.org> wrote:
Good morning Kathy,
Here are the Schools' topics for the City Council meeting:

1. Greetings from the New Chair
2. January 26 Building Tour (schedule attached)

Lauren

Lauren Rice
Executive Secretary to the Superintendent
Greenfield Public Schools
195 Federal Street, STE 100, Greenfield, MA 01301

**Greenfield Public Schools
Tour Schedule
January 26, 2024**

Time	Building
11:45 am	Newton School
12:15 pm	Federal Street Elementary
12:45 pm	Greenfield Middle School *park across the street in old Bank of America Building
1:30 pm	Greenfield High School *park in the front parking lot and enter building through front doors (not Event Entrance)
2:15 pm	Discovery School at Four Corners
2:45 pm	Academy of Early Learning

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



City of
GREENFIELD, MASSACHUSETTS

OFFICE OF THE MAYOR

Virginia "Ginny" Desorgher
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: Council President John Bottomley, Council Vice-President Sheila Gilmour

FROM: Mayor Desorgher

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

DATE: January 12, 2024

RE: Report on Requested Topics

Discussion on Budget Timeline

Mayor Desorgher will discuss the budget timeline for the City of Greenfield in comparison to other municipalities.

Please review the attached document "**Town and City Budget Charter Examples**" to coincide with this discussion.

Other Topics Under Mayor's Remarks

- Updates on Ongoing Property Issue
- City Hall Updates
 - Heating
 - Hours
 - Health Director Search
- DPW Recognition
- Winter Carnival (February 2 – 4)



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

Town of Pittsfield Charter

☐ SECTION 7-2 ANNUAL BUDGET MEETING.

At least 60 days before the beginning of the fiscal year, the mayor shall call a joint meeting of the city council and school committee, including the superintendent of schools, to review the financial condition of the city, revenue and expenditure forecasts and other relevant information prepared by the mayor in order to develop a coordinated budget.

☐ SECTION 7-3 SUBMISSION OF OPERATING BUDGET; BUDGET MESSAGE.

At least 30 days before the beginning of the fiscal year, the mayor shall submit to the city council a proposed operating budget for all city agencies, which shall include the school department, for the ensuing fiscal year with an accompanying budget message and supporting documents. The budget message submitted by the mayor shall explain the operating budget in fiscal terms and in terms of work programs for all city agencies. It shall outline the proposed fiscal policies of the city for the ensuing fiscal year, describe important features of the proposed operating budget and include any major variations from the current operating budget, fiscal policies, revenues and expenditures together with reasons for these changes. The proposed operating budget shall provide a complete fiscal plan of all city funds and activities and shall be in the form the mayor deems desirable; provided, however, that the budget for elected officials shall identify the cost of compensation and the cost of benefits for those officials. The school budget, as adopted by the school committee, shall be submitted to the mayor at least 30 days before the submission of the proposed operating budget to the city council. The mayor shall notify the school committee of the date by which the proposed budget of the school committee shall be submitted to the mayor. The mayor and the superintendent of schools shall coordinate the dates and times of the school committee's budget process under the General Laws.

☐ SECTION 7-4 ACTION ON OPERATING BUDGET.

Town of Pittsfield Charter

- (a) Public Hearing - The city council shall publish in at least one local newspaper a notice of the proposed operating budget as submitted by the mayor. The notice shall state: (i) the times and places where copies of the entire proposed operating budget are available for inspection by the public; and (ii) the date, time and place when a public hearing on the proposed operating budget will be held by the city council, not less than 14 days after publication of the notice.
- (b) Adoption of the Budget - The city council shall adopt the proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the city clerk. In amending the proposed operating budget, the city council may delete or decrease amounts except expenditures required by law; provided, however, that except on the recommendation of the mayor, the city council shall not increase any item in or the total of the proposed operating budget, unless otherwise authorized by the General Laws. If the city council fails to take action on an item in the proposed operating budget within 45 days after its receipt, that amount shall, without any action by the city council, become a part of the appropriations for the year and be available for the purposes specified.
- (c) Availability of the Operating Budget - In addition to any other posting requirements under law, immediately after the submission of the proposed budget to the city council, the mayor shall cause the entire budget document to be posted on the city's website. Said proposed budget document shall remain posted during the city council review process contained in this article. After the enactment of the budget, it shall be posted on the city's website and shall remain there throughout the fiscal year for which it is in effect. Said budget document shall reflect any amendments made by the city council and approved by the mayor and shall indicate that it is the final budget of the city.

☐ SECTION 7-2 ANNUAL BUDGET POLICY

[Amended 8-13-2021 by Acts of 2021, Ch. 40]

City of Northampton Charter

The mayor shall call a joint meeting of the city council and school committee, and trustees of the Smith Vocational and Agricultural High School and the superintendents of both school districts, before the commencement of the budget process to review the financial condition of the city, revenue and expenditure forecasts and other relevant information prepared by the mayor in order to develop a coordinated budget.

☐ SECTION 7-3 SUBMISSION OF OPERATING BUDGET; BUDGET MESSAGE

At least 45 days before the beginning of the fiscal year, the mayor shall submit to the city council a proposed operating budget for all city agencies, which shall include the school department, for the ensuing fiscal year with an accompanying budget message and supporting documents. The budget message submitted by the mayor shall explain the operating budget in fiscal terms and in terms of work programs for all city agencies. It shall outline the proposed fiscal policies of the city for the ensuing fiscal year, describe important features of the proposed operating budget and include any major variations from the current operating budget, fiscal policies, revenues and expenditures together with reasons for these changes. The proposed operating budget shall provide a complete fiscal plan of all city funds and activities and shall be in the form the mayor deems desirable; provided, however, that the budget for elected officials shall identify the cost of compensation and the cost of benefits for those officials. The school budget, as adopted by the school committee shall be submitted to the mayor at least 30 days before the submission of the proposed operating budget to the city council. The mayor shall notify the school committee of the date by which the proposed budget of the school committee shall be submitted to the mayor. The mayor and the superintendent of schools shall coordinate the dates and times of the school committee's budget process under the General Laws.

☐ SECTION 7-4 ACTION ON THE OPERATING BUDGET

City of Northampton Charter

- (a) Public Hearing - The city council shall publish in at least 1 local newspaper a notice of the proposed operating budget as submitted by the mayor. The notice shall state: (i) the times and places where copies of the entire proposed operating budget are available for inspection by the public; and (ii) the date, time and place when a public hearing on the proposed operating budget will be held by the city council, not less than 14 days after publication of the notice.
- (b) Adoption of the Budget - The city council shall adopt the proposed operating budget, which may have amendments, within 45 days following the date the proposed budget is filed with the city clerk. In amending the proposed operating budget, the city council may delete or decrease amounts except expenditures required by law; provided, however, that except on the recommendation of the mayor, the city council shall not increase any item in or the total of the proposed operating budget, unless otherwise authorized by the General Laws. If the city council fails to take action on an item in the proposed operating budget within 45 days after its receipt, that amount shall, without any action by the city council, become a part of the appropriations for the year and be available for the purposes specified.

Town of Gardner Charter

☐ § 34-3 Capital improvement budget and program.

The Committee shall prepare an annual report recommending a capital improvement budget for the next fiscal year and a capital improvement program, including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Mayor for consideration and approval. The Mayor shall submit the approved capital budget to the City Council for adoption.

☐ § 34-4 Expenditures.

Such capital improvement program, after its adoption, shall permit the expenditures on projects included therein of sums from departmental budgets for surveys, architectural or engineering advice, options or appraisals, but no such expenditure shall be incurred on projects which have not been so approved by the City through the appropriation of sums in the current year or in prior years, or for preliminary planning for projects to be undertaken more than five years in the future.

☐ § 34-5 Publication of report and budget.

The Committee's report and the Mayor's recommended capital budget shall be published and made available in a manner consistent with the distribution of the Mayor's budget recommendations to the City Council. The Committee shall submit its original report to the City Clerk.

PUBLIC HEARING

In accordance with Home Rule Charter, the Greenfield City Council will hold a public hearing on Wed., January 17, 2024, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/96681604216?pwd=REVtenJSM0s4NVIYZGsrejlSTkhBdz09> Meeting ID: 966 8160 4216 to receive public input on the following:

- 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.

The City Council may consider the same on Wed., January 17, 2024, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom: <https://greenfield-ma-gov.zoom.us/j/96681604216?pwd=REVtenJSM0s4NVIYZGsrejlSTkhBdz09> Meeting ID: 966 8160 4216. 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.

John Bottomley, Greenfield City Council President

City Council – Second Reading- January 17, 2024

- 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,

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL VOTES TO AUTHORIZE CITY ATTORNEY JESSE BELCHER-TIMME TO FILE A RESPONSE TO THE OPEN MEETING LAW VIOLATION COMPLAINT RECEIVED BY THE CITY CLERK'S OFFICE ON DECEMBER 26, 2023, FROM PATRICK HIGGINS.

Majority vote required

VOTE:

Explanation of supporting rationale



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Patrick Last Name: Higgins
Address: P O Box 290
City: Northport State: AL Zip Code: 35476
Phone Number: 5086743140 Ext. _____
Email: patrick@openmeetinglawenforcer.com
Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Greenfield City Council

Specific person(s), if any, you allege committed the violation: Daniel J. Guin, President

Date of alleged violation: 11/29/23

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Greenfield City Council violated the open meeting law as follows:

1. Did not conduct roll call votes on their motions during a zoom hybrid meeting as required by the open meeting law. See minutes of November 29, 2023 meeting attached hereto and incorporated herein by reference.
2. The meeting minutes do not list the "list of all of the documents and other exhibits used by the public body during the meeting as required by G.L. c. 30A, § 22(a)" See attached Public Body Checklist for Creating and Approving Meeting Minutes Issued by the Attorney General's Division of Open Government – September 25, 2017.
3. The minutes do NOT reflect that the President has attempted to comply with section 20(f) of the open meeting law. There is a reference at the beginning of the meeting stating section 20(g) but no reference to the notification required by section 20(f).
4. Did not review the un-released executive session minutes at their next meeting as required by the open meeting law. I made a request on December 12, 2023 requesting executive session minutes. I was notified today by the City Clerk that
A message was sent to you regarding record request #23-576:
I have sent a request to the Council President to allow for review and consideration of the release of Executive Session minutes.

On January 2nd, 2024 a new Executive and Legislative body will be seated. The new Legislative body will meet on January 17, 2023 for their regular meeting. It is anticipated that at this meeting the Executive Session minutes may be reviewed for release.

Dependent on the review of the Legislative body and their authorization I anticipate this portion of your request will take until January 24, 2024 to fulfill, if the minutes are released to the public.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Learn and comply with the open meeting law.

All members of the City Council MUST attend a formal open meeting law webinar without delay and fully comply with all of the open meeting law requirements going forward. The Schedule for open meeting law training webinars can be found at <https://www.mass.gov/info-details/open-meeting-law-trainings>

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 12/21/23

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

patrick@openmeetinglawenforcer.com

From: patrick@openmeetinglawenforcer.com
Sent: Thursday, December 14, 2023 11:12 PM
To: 'citycouncil@greenfield-ma.gov'
Subject: Request for minutes under the open meeting law

Importance: High

Pursuant to the open meeting law I am requesting a copy of all executive session minutes of the City Council for calendar years 2020, 2021, 2022, and 2023 and all open session minutes, whether draft or accepted of the city council that are not posted at https://greenfield-ma.gov/government/city_council/city_council_minutes.php for calendar years 2020, 2021, 2022 and 2023. The open meeting law requires your response within 10 CALENDAR days.

I am also requesting a copy of the printed posted agendas for calendar years 2022 and 2023.

Thanks

Patrick Higgins
P O Box 290
Northport AL 35476

We could learn a lot from crayons...Some are sharp, some are pretty and some are dull. Some have weird names, and all are different colors, but they all have to live in the same box. Unknown

patrick@openmeetinglawenforcer.com

From: patrick@openmeetinglawenforcer.com
Sent: Friday, December 15, 2023 8:54 AM
To: 'greenfield_23-576-requester-notes@inbound.nextrequest.com'
Cc: 'townclerk@greenfield-ma.gov'
Subject: RE: [External Message Added] City of Greenfield public records request #23-576

This is NOT a public records request, this is a request for minutes in compliance with the open meeting law. The response is required in 10 CALENDAR days.

Thanks

Patrick Higgins
P O Box 290
Northport AL 35476

We could learn a lot from crayons...Some are sharp, some are pretty and some are dull. Some have weird names, and all are different colors, but they all have to live in the same box. Unknown

From: City of Greenfield <townclerk@greenfield-ma.gov>
Sent: Friday, December 15, 2023 7:40 AM
To: patrick@openmeetinglawenforcer.com
Subject: [External Message Added] City of Greenfield public records request #23-576

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

City of Greenfield Public Records

A message was sent to you regarding record request #23-576:

This confirms the receipt of your public records request which was filed with the City Clerk's Office on **December 15, 2023**.

Please note that the City of Greenfield may charge a fee for employee time to search for, compile, segregate, redact or reproduce a record requested pursuant to Massachusetts

General Law, c.66, §10. According to the 2020 US Census, the population of Greenfield is 17,768, and therefore the City of Greenfield falls under the fee guidelines for "municipalities with populations under 20,000." In addition, "the actual cost of any storage device or material provided to a person in response to a request for public records... may be included as part of the fee, but the fee assessed for standard black and white paper copies or printouts of records shall not exceed 5 cents per page, for both single and double-sided black and white copies or printouts" M.G.L. c. 66 §10(d)(i).

You will be provided with an itemized "good faith estimate" for the cost of complying with your request. The actual cost of producing the record might vary once the municipality begins preparing the record. At this time the City of Greenfield is not waiving fees for public records. Payment may be required before documents are compiled.

If your records request is denied, you have the right to appeal to the supervisor of records under M.G.L. c.66 §10A(a) and the right to seek judicial review of an unfavorable decision by commencing a civil action in the superior court under M.G.L. c.66 §10A(c).

View Request 23-576

<https://greenfield.nextrequest.com/requests/23-576>

patrick@openmeetinglawenforcer.com

From: City of Greenfield <townclerk@greenfield-ma.gov>
Sent: Thursday, December 21, 2023 3:17 PM
To: patrick@openmeetinglawenforcer.com
Subject: [External Message Added] City of Greenfield public records request #23-576

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

City of Greenfield Public Records

A message was sent to you regarding record request #23-576:

I have sent a request to the Council President to allow for review and consideration of the release of Executive Session minutes.

On January 2nd, 2024 a new Executive and Legislative body will be seated. The new Legislative body will meet on January 17, 2023 for their regular meeting. It is anticipated that at this meeting the Executive Session minutes may be reviewed for release.

Dependent on the review of the Legislative body and their authorization I anticipate this portion of your request will take until January 24, 2024 to fulfill, if the minutes are released to the public.

Due to the scope of your request and the anticipated staff time required to provide a response time beyond 25 days is anticipated. The City may petition the State Supervisor of

Records for an extension of the deadline. We request your voluntary assent to extend the response time in order to allow our staff to compile the records you've requested to January 24, 2024.

Please reply to this request.

[View Request 23-576](#)

<https://greenfield.nextrequest.com/requests/23-576>



POWERED BY CIVICPLUS

Questions about your request? Reply to this email or sign in to contact staff at City of Greenfield.

Technical support: See our [help page](#)



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at openmeeting@state.ma.us.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:
Second by Councilor _____:

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

THAT THE GREENFIELD CITY COUNCIL VOTES TO ENTER INTO EXECUTIVE SESSION FOR **REASON #1**: TO DISCUSS THE REPUTATION, CHARACTER, PHYSICAL CONDITION OR MENTAL HEALTH, RATHER THAN PROFESSIONAL COMPETENCE, OF AN INDIVIDUAL, OR TO DISCUSS THE DISCIPLINE OR DISMISSAL OF, OR COMPLAINTS OR CHARGES BROUGHT AGAINST, A PUBLIC OFFICER, EMPLOYEE, STAFF MEMBER OR INDIVIDUAL. THE INDIVIDUAL TO BE DISCUSSED IN SUCH EXECUTIVE SESSION SHALL BE NOTIFIED IN WRITING BY THE PUBLIC BODY AT LEAST 48 HOURS PRIOR TO THE PROPOSED EXECUTIVE SESSION; PROVIDED, HOWEVER, THAT NOTIFICATION MAY BE WAIVED UPON WRITTEN AGREEMENT OF THE PARTIES; AND **REASON #3**: TO DISCUSS STRATEGY WITH RESPECT TO COLLECTIVE BARGAINING OR LITIGATION IF AN OPEN MEETING MAY HAVE A DETRIMENTAL EFFECT ON THE BARGAINING OR LITIGATING POSITION OF THE PUBLIC BODY AND THE CHAIR SO DECLARES.

AND TO REVIEW FOR THE RELEASE OF THE CITY COUNCIL EXECUTIVE SESSION MINUTES FROM FY2018 THROUGH CY2023 (JULY 1, 2017 THRU DECEMBER 31, 2023)

Roll Call 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,

THAT THE CITY COUNCIL OF GREENFIELD AMEND THE ZONING ORDINANCE, CHAPTER 200, SECTION 200-50 MAJOR DEVELOPMENT REVIEW, SUBSECTION (B) APPLICATION, PARAGRAPH (1), TO READ AS FOLLOWS:

§ 200-50(B) (1)

(1) All new uses as defined by the Greenfield Zoning Ordinance that generate ~~three~~ **two** thousand ~~(3,000)~~ **(2,000)** vehicle trips per day or more in the General Commercial District, and/or **fifteen hundred** (1,500) vehicle trips per day in any other district. [Subsection B1 amended by City Council on March 20, 2019]

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

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

Vote:

Explanation of supporting rationale:

Reason for the change: The General Commercial thresholds were raised to 3,000 trips per day from 1,000 four years ago by the City Council. In retrospect, they were set too high – i.e., relaxed too much -- limiting the city's oversight and allowing major developments to proceed without major development review. Two thousand trips per day (2,000) is the level used by the state for its Massachusetts Environmental Policy Act (MEPA) reviews.

To: Dan Guin, City Council President
Members of the Greenfield City Council
George Touloumtzis, Planning board
Eric Twarog, Dept. of Planning and Development

From: Philip Elmer, City Councilor

Date: October 5, 2023

Re: Proposed changes in the thresholds requiring major development review under § 200-50(B) (1) of the Greenfield Zoning Ordinance

Chapter 244 Development review Section 244-2 says (no change since Alan Twarog's memo of July 5, 2023) ...

The most recent edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual shall be used to determine if the proposed project meets the vehicle trips per day thresholds requiring major development review under § 200-50(B) (1) of the Greenfield Zoning Ordinance. If the ITE trip generation rates are not applicable or the use is not included in the manual, the estimated vehicle trips per day shall be verified by the Greenfield Department of Public Works.

§ 200-50(B) (1)

(1) All new uses as defined by the Greenfield Zoning Ordinance that generate ~~three~~ **two** thousand ~~(3,000)~~ **(2,000)** vehicle trips per day or more in the General Commercial District, and/or **fifteen hundred** (1,500) vehicle trips per day in any other district. [Subsection B1 amended by City Council on March 20, 2019]

Reason for the change: The General Commercial thresholds were raised to 3,000 trips per day from 1,000 four years ago by the City Council. In retrospect, they were set too high – i.e., relaxed too much - limiting the city's oversight and allowing major developments to proceed without major development review. Two thousand trips per day (2,000) is the level used by the state for its Massachusetts Environmental Policy Act (MEPA) reviews.



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

PLANNING AND DEVELOPMENT

PLANNING BOARD

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1549 • eric.twarog@greenfield-ma.gov • www.greenfield-ma.gov

TO: John Bottomly, City Council President
Members of the Greenfield City Council

FROM: George Toulountzis, Chairperson, Planning Board

DATE: January 5, 2024

RE: Planning Board deliberation on the proposed Zoning Amendment initiated by former Councilor Philip Elmer to amend Section 200-50(B1), Major Development Review, of the Zoning Ordinance.

At its January 4, 2024 meeting, the Planning Board, after careful consideration and deliberation, took the following vote relative to the proposed Zoning Amendment initiated by former Councilor Philip Elmer to amend Section 200-50(B1), Major Development Review, of the Zoning Ordinance:

MOTION: Moved by McMahan, seconded by Kinney, and voted 4:0:0 to forward a positive recommendation to the City Council on the proposed zoning amendment to Amend Section 200-50(B1) of the Zoning Ordinance as submitted by former Councilor Philip Elmer.

Respectfully submitted,
George Toulountzis
Chairperson, Planning Board

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, WITH ALL TERMS TO EXPIRE DECEMBER 31, 2026:

Board of Health - Glen Ayers

Commission on Disability Access - Anthony Stanford and Philip Rowland

Conservation Commission - Elizabeth Garofalo

Franklin County Technical School Committee - Matt Duley and George VanDelinder

GCET Board of Commissioners - Pamela Goodwin

Local Cultural Council - Mary Chicoine and Hillary Hoffman

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

To: City Council

From: Mayor Virginia Desorgher

Date: January 2, 2024

RE: Appointment to City Boards and Commissions

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

Board of Health; Glen Ayers; December 31, 2026

Commission on Disability Access; Anthony Stanford; December 31, 2026

Commission on Disability Access; Philip Rowland; December 31, 2026

Conservation Commission; Elizabeth Garofalo; December 31, 2026

Franklin County Technical School Committee; Matt Duley; December 31, 2026

Franklin County Technical School Committee; George VanDelinder; December 31, 2026

GCET Board of Commissioners; Pamela Goodwin; December 31, 2026

~~GCET Board of Commissioners; Michael Mastrototaro; December 31, 2026~~ Per Mayor Desorgher

Local Cultural Council; Mary Chicoine; December 31, 2026

Local Cultural Council; Hillary Hoffman; December 31, 2026

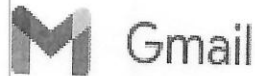


The City of Greenfield is an Affirmative Action/Equal Opportunity Employer, a designated Green Community and a recipient of the “Leading by Example” Award



1/2/24, 9:15 AM

City of Greenfield Mail - Fwd: Opening on the Greenfield Board of Health



Janine Greaves <janinem.greaves@greenfield-ma.gov>

Fwd: Opening on the Greenfield Board of Health

2 messages

Keith Barnicle <keith.barnicle@greenfield-ma.gov>
To: Janine Greaves <janinem.greaves@greenfield-ma.gov>

Tue, Jan 2, 2024 at 9:08 AM

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

From: **Glen Ayers** <glenayers@gmail.com>
Date: Sat, Dec 23, 2023 at 6:23 PM
Subject: Opening on the Greenfield Board of Health
To: keith.barnicle@greenfield-ma.gov <keith.barnicle@greenfield-ma.gov>
Cc: Keith Barnicle <keithpbarnicle@gmail.com>, Ginnydoll4 <ginnydoll4@yahoo.com>

Dear Mayor-Elect Desorgher,

I would like to be considered for appointment by you to the Greenfield Board of Health. I believe I would add significant expertise, depth of knowledge, and a wealth of experience to the make-up of the Board. In the distant past, I served on the Leverett Board of Health and was Chair of that Board in the late 1990's. Since then I have worked closely with more than two dozen different Boards of Health and have always enjoyed a highly collaborative and professional working relationship with the dedicated BOH members that I have worked with.

For the past year and a half I have been serving as a Mass Health Officers Association (MHOA) "Subject Matter Expert" working on developing the state-wide Public Health Excellence (PHE) program currently being implemented by the MA Department of Public Health. My work with MHOA is a part-time consulting role, and in this capacity I do not work with any towns in the Western part of the state or Franklin County. Since I previously worked as the Franklin County Regional Health Agent, this would be perceived as a conflict. However, my intimate familiarity with the PHE Grant Program and the Shared Service Arrangement (SSA) structure would add additional capacity to help manage the Valley Health Alliance (SSA) to which Greenfield belongs, at least until a new Health Director is brought on board and is up to speed, which could take several months. I also have a good knowledge of the other towns that are part of the SSA, Montague, Deerfield, Sunderland, Leverett, and Shutesbury, which would be an additional asset.

I've dedicated my entire professional career to public service, mostly in the Public Health arena. For several years I've been routinely attending the Greenfield Board of Health meetings, and I have a fairly good knowledge of the history of both our Board of Health and of our Health Department. I believe I could help re-energize the Board, and my intimate knowledge of MA public health laws, rules, regulations, guidelines, sanitary code enforcement, all of the various inspections and legal procedures, would be an asset to the Board and to the Health Department.

Enclosed please find a list of my past public health certifications. Since retirement, I haven't been renewing most of these credentials and have let them lapse over the past few years. At this point I am currently a Registered Sanitarian (until the end of 2023), and my Justice of the Peace commission ends in May of next year (2024).

I'd be happy to supply you with any additional information that you may need in consideration of this request for appointment to the Board of Health. Please let me know if you would like to schedule an interview to discuss this position and my qualifications.

Sincerely,


Glen Ayers, R.S.
254 Davis Street
Greenfield, MA 01301
413-834-5273



Virus-free.www.avast.com

1/2/24, 9:15 AM

City of Greenfield Mail - Fwd: Opening on the Greenfield Board of Health

 **Glen Ayers Credentials & Certifications-2021.pdf**
57K

Keith Barnicle <keith.barnicle@greenfield-ma.gov>
To: Janine Greaves <janinem.greaves@greenfield-ma.gov>

Tue, Jan 2, 2024 at 9:09 AM

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

From: **Glen Ayers** <glenayers@gmail.com>
Date: Wed, Dec 27, 2023 at 4:00 PM
Subject: Re: Opening on the Greenfield Board of Health
To: keith.barnicle@greenfield-ma.gov <keith.barnicle@greenfield-ma.gov>
Cc: Keith Barnicle <keithpbarnicle@gmail.com>, Ginnydoll4 <ginnydoll4@yahoo.com>


Hi Keith,

This is an update for your records. I've attached a pdf of my RS license.


Even though I am retired, I went ahead and renewed my Registered Sanitarian License for 2024. It was only \$68. Mostly in case we have a hard time finding a Health Director who is already an RS, this would provide some additional flexibility to hire someone and have that part of the credentials covered until they could sit for the RS exam. Something Ginny had asked me about.

Thanks,

Glen

 Virus-free.www.avast.com

[Quoted text hidden]

 **RS License 2024.pdf**
3053K

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH
SANITARIAN REGISTRATION

The Department of Public Health, pursuant to M.G.L. c. 111 § 27E and 105 CMR 802, issues the registration of Registered Sanitarian to:

Glen A Ayers



Robert Goldstein, MD, PhD
Commissioner, Massachusetts Department of Public Health

License Number: RS1318

Registration Expiration Date: 12/31/2024



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH
SANITARIAN REGISTRATION
Wallet Card



If you find this certificate, please return to: **The Office of Local and Regional Health, 91 East Mountain Road, Clark Building, Westfield, MA 01085.**

If your name or address changes, you must notify the Office to ensure the proper distribution of your next renewal or recall reminder. Always refer to your Certification number when corresponding with the Office. This Certification is subject to the provisions of the General Laws as amended. It is a privilege and cannot be loaned or assigned to another entity. Keep this card on your person, posted, or as required by law. For more information please visit our website at: <https://www.mass.gov/orgs/office-of-local-and-regional-health>.

1/3/24, 12:25 PM

City of Greenfield Mail - Commission on Disability Access



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

Commission on Disability Access

1 message

NY STANFORD <tyty42@aol.com>

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

Mon, Nov 13, 2023 at 10:16 AM

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

1/2/24, 2:46 PM

City of Greenfield Mail - Re: Commission on Disability



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

Re: Commission on Disability

1 message

Philip Rowland <rowland.philip@gmail.com>

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

Tue, Jan 2, 2024 at 2:21 PM

Hi Janine,

Yes, I would be interested.

I look forward to hearing from you wrt next steps.

Happy New Year to you and your team as well.

Philip Rowland

On Tue, Jan 2, 2024 at 2:14 PM Mayor of Greenfield <mayor@greenfield-ma.gov> wrote:

Happy New Year Philip,

If you are interested in being on this Commission, please let me know by email.

Thank you.

Janine M. Greaves
Executive Assistant to:

Virginia "Ginny" Desorgher, Mayor
City of Greenfield
City Hall, 14 Court Square
Greenfield, MA 01301
413-772-1560
mayor@greenfield-ma.gov
greenfield-ma.gov

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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.

1/2/24, 3:03 PM

City of Greenfield Mail - Re: FCTS School Committee



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

Re: FCTS School Committee

1 message

George VanDelinder <george.vandelinder@gmail.com>
To: Mayor of Greenfield <mayor@greenfield-ma.gov>

Tue, Jan 2, 2024 at 3:02 PM

Hi J!

Attached is my request for consideration for the FCTS committee.
Good luck in the new position and Happy New Year to you!

On Tue, Jan 2, 2024 at 12:10 PM Mayor of Greenfield <mayor@greenfield-ma.gov> wrote:
Good Morning Sunshine,

This is my first email in my new position 😊

I will need you to reply to this email if you are still interested in being appointed to this committee.

Thank you and have a Happy New Year!

Janine M. Greaves
Executive Assistant to:

Virginia "Ginny" Desorgher, Mayor
City of Greenfield
City Hall, 14 Court Square
Greenfield, MA 01301
413-772-1560
mayor@greenfield-ma.gov
greenfield-ma.gov

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 **FCTS Application.docx**
12K

1/2/24, 4:11 PM

City of Greenfield Mail - Fwd: Fwd: Letter of Interest GCET Board



Janine Greaves <janinem.greaves@greenfield-ma.gov>

Fwd: Fwd: Letter of Interest GCET Board

1 message

Keith Barnicle <keith.barnicle@greenfield-ma.gov>
To: Janine Greaves <janinem.greaves@greenfield-ma.gov>

Tue, Jan 2, 2024 at 9:07 AM

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

From: [virginia desorger <ginnydoll4@yahoo.com>](mailto:ginnydoll4@yahoo.com)
Date: Mon, Jan 1, 2024 at 12:33 AM
Subject: Re: Fwd: Letter of Interest GCET Board
To: Pamela Goodwin <pgoodwin038@gmail.com>
Cc: Keith Barnicle <keith.barnicle@greenfield-ma.gov>

Mayor Desorgher,

Please accept this letter as expressing my interest in serving on the GCET Board. I was born in Greenfield and taught in public and private schools for about 26 years, also serving as a staff member in group homes for impaired adults and DYS ,DSS adolescents. Having raised my three children in Charlemont and Shelburne Falls I served on the Historical Commission for Shelburne. After my teaching career I opened up two businesses, one of which offered me a chance to be hired by the Greenfield Public School system and area libraries. My last career move was to become a Red Cross Certified Nurse Assistant, where I enjoyed care taking for the elderly and impaired. I thoroughly enjoyed hospice work.

In 2014 relocated to Ashland to take care of my eldest son's mother-in-law, later moving into state housing. During these four years I was trained as a resident leader in Roxbury, MA by the Mel King Institute. I also began legislative work on the rights of people in public housing. I was elected to the state board of Massachusetts Union Public Housing for Tenants. (MUPHT) and held the office of Secretary part of my 3 years. I became a consultant for Stop Bullying Coalition.org. Choosing volunteer work helping to set up tenant unions around the state with the MUPHT outreach coordinator was extremely rewarding. Believing that one of my purposes is to help the underserved I find joy in assisting others with empowerment. It is my goal to spend less time at the Statehouse (literally and virtually), allowing me the opportunity to serve the city of Greenfield..

1/2/24, 4:11 PM

City of Greenfield Mail - Fwd: Fwd: Letter of Interest GCET Board

Approximately five years ago I moved back to Greenfield and took a keen interest in local politics, nothing new from my Shelburne and Uxbridge area times! I have always had a mission-minded heart and helped to regain local services post Covid at The Weldon, my current residence. I am an active advocate for housing and have worked with MA Coalition for the Homeless and the Dignity Alliance. I attend monthly City Council meetings and closely follow politics in our city.

In GCET's Articles of Organization, 1.3 Article I the purpose states it is the intent of GCET to serve "ALL residents, businesses and institutions in the city of Greenfield". I believe that the perspective of a person of low-income on the Board would possibly benefit the community. I attended one listening session of the MASS Broadband Institute (MBI) in the city and have spoken to Jessica Atwood and Ted Harvey at FRCOG. There is funding now and more coming in the spring for Digital Access Equity, per Mr. Harvey. I may be wrong, but I believe that when COVID 19 hit us and the students had to all use remote access.. there was money pouring in. As we begin 2024 I hope that the expansion of services via GCET truly and rapidly moves forward.

I am happy to answer any questions and address any concerns and may be reached at 413-834-0398.

Best,

Pamela Goodwin
54 High Street, Apt 307
Greenfield, MA 01301

<https://mail.google.com/mail/u/0/?ik=6c12f9d8ba&ui=account&eogrekhmall&nazethidathood-647880970561670000308-clmshw...>

Mayor Ginny Desorgher
City of Greenfield
14 Court Square
Greenfield, MA 01301

January 2, 2024

Re: Greenfield Local Cultural Council Letter of Interest

Dear Ginny,

I am writing to express my interest in serving on the Greenfield Local Cultural Council. I believe promoting and increasing arts and culture in our city is essential to breathing more life into our downtown, engaging more residents in cultural happenings, and drawing more out-of-towners to visit Greenfield.

Art, music, design and creativity have always been part of my life. From studying music as a young adult to returning to school in mid-life to earn a Masters in Landscape Design, I continually incorporate art and creating in my life. But in addition to that creativity, I also have great business sense, having owned and operated my own business for a dozen years.

I believe my life and work experiences, combined with my passion for the arts, makes me an excellent candidate for the Greenfield Local Cultural Council. I've included a brief bio on the following page that details a bit more of my experience.

Please feel free to contact me with any questions. And thanks for considering me for the Greenfield Local Cultural Council.

Sincerely,

A handwritten signature in black ink that reads "Mary Chicoine". The script is fluid and cursive, with the first name "Mary" and last name "Chicoine" clearly legible.

Mary Chicoine
(413) 834 3328
maryc7700@yahoo.com



Mary Chicoine

Bio

Mary Chicoine is a self-taught artist whose art expresses itself in many forms, from street art to painting and photography. Her most recent works includes art installations in downtown Greenfield. Mary also dabbles in graphic design, including creating websites and developing marketing graphics.

During her career as a Land Use and Natural Resources Planner at the Franklin Regional Council of Governments , Mary employed her artistry and design skills to create numerous public outreach and educational materials, logos and posters, as well as interpretive signs.

Prior to working at the FRCOG, Mary ran her own sustainable landscape design, installation and maintenance business. In this capacity, she incorporated her love for the natural world and her understanding of local plant communities into residential designs for clients. Mary recently put this deep design knowledge to work by teaching a landscape design course for Western MA Master Gardeners.

Mary currently chairs the Greenfield Tree Committee and serves on the Sustainable Greenfield Implementation Committee.

When she's not creating and volunteering, Mary kayaks, hikes and travels with her partner and two dogs in locations including the Adirondacks and the desert southwest. She's also an avid gardener whose gardens have been featured in garden tours.

Education

Master of Sustainable Landscape Design | Conway School
Bachelor of Music Performance | UMass Amherst

Contact

Mary Chicoine
(413) 834 3328
maryc7700@yahoo.com
www.facebook.com/marychicoine77/
www.ourwildwanderings.com/

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

From: **Hillary Hoffman** <hillary.hoffman@gmail.com>
Date: Thu, Jan 4, 2024 at 10:06 AM
Subject: Greenfield Local Cultural Council
To: Mayor of Greenfield <mayor@greenfield-ma.gov>

Dear Mayor Desorgher,

Congratulations, and thank you for stepping up to serve our city!

I am writing to express my interest in an available seat on the Greenfield Local Cultural Council. I have served on the Crossroads Cultural District Commission, the Open Space Recreation Plan committee, the Wayfinding Committee, the Progress Partnership, and the Greenfield Business Association, as well as having been an elected member of the Greenfield City Council for two terms.

I own and operate Federal Street Books downtown and for the past several years have focused upon building our business. We have partnered with Franklin County Pride and the Mass Center for the Book, and have supported a number of community organizations, as our resources have allowed.

I would be happy to serve the community in this capacity, with your recommendation and the Council's vote. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Hillary Hoffman
30 Abbott Street

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:

1. 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>\$495,035</u>
Legal- Labor	30,000.00	Jan Order
Free Cash Balance		<u>\$465,035</u>

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.

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.



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.



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CITY COUNCIL ORDER

City of Greenfield

MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order 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)

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :

Second by Councilor _____ :

The City Council,

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL VOTES TO APPROVE GREENFIELD PUBLIC SCHOOLS, THROUGH THEIR SCHOOL COMMITTEE, TO ENTER INTO A SCHOOL BUS CONTRACT THAT EXCEEDS THREE YEARS, FOR A TOTAL MAXIMUM DURATION OF FIVE (5) YEARS INCLUDING RENEWALS, EXTENSIONS, OR OPTIONS.

Majority vote required (7)

VOTE:

Explanation of Supporting Rationale:

Greenfield School District & FM Kusmeskus Inc Contract for School Transportation Services

Please find below the requested motion for Council

Vote of the City Council (as the local governing body) to approve Greenfield Public Schools, through their School Committee, to enter into a school bus contract that exceeds three years, for a total maximum duration of five (5) years including renewals, extensions, or options.

The bid docs and contract are attached.

Thank you
Christine

GREENFIELD SCHOOL DISTRICT

and

FM Kusmeskus, Inc.

Contract For School Transportation Services

This Contract made this 3rd day of January, 2024, is between the Greenfield Public School District, Address (hereinafter designated "the District"), and FM KUZMESKUS, INC., (hereinafter designated "the Contractor") doing business at 52 Main Road, Gill, Massachusetts. The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. The Contractor shall furnish school buses and provide student transportation services for the District in accordance with the *INVITATION FOR BIDS FOR SCHOOL TRANSPORTATION SERVICES for Multiple Franklin County School Districts dated October 9, 2023 and Addenda dated October 16 and November 13, 2023 issued by the Franklin Regional Council of Governments* on behalf of the Participants, including the Invitation to Bid, Bid Forms, and Submittals, Route Schedules, Bid Addenda, and Contractor's Bid Response, all of which are incorporated herein by reference.
2. The term of this Contract shall be for the period commencing July 1, 2024 (said start date shall refer to the opening day of school) and covering five (5) school years, terminating on June 30, 2029.
3. The District is part of the COLLECTIVE BID and the pricing for COLLECTIVE BID in the FM KUZMESKUS, INC. submittal shall be the basis of cost.
4. The provisions of the *INVITATION FOR BIDS FOR SCHOOL TRANSPORTATION SERVICES for Multiple Franklin County School Districts dated October 9, 2023 and Addenda dated October 16 and November 13, 2023 issued by the Franklin Regional Council of Governments* on behalf of the Participants, including the Invitation to Bid, Bid Forms, and Submittals, Route Schedules, Bid Addenda, Contractor's Bid Response and Specifications, are incorporated herein by reference. In the event of a conflict between a provision of any of those documents and a provision of this Contract, the provision of

this Contract shall govern.

The following amendments are hereby included by mutual agreement:

5. In consideration for performance of the work in accordance with the requirements of the Contract, the District agrees to pay the Contractor in ten monthly payments, September through June, with each payment being one tenth of the total annual contract cost for satisfactory performance of said regular transportation services shall be billed and paid upon invoice specifically for those services provided during the preceding month. Payment of the amounts due under this Contract, as amended, shall release the District and its officers, employees, boards, commissions, committees, agents and representatives from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.
5. No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or ratification by the District of any breach hereof by the Contractor.
6. The Contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the performance of the work which is required by this Contract.
7. The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, and if applicable, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries, and the provisions of Chapter 90A of the Massachusetts General Laws regarding the licensing of school bus operators. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The Contractor shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.
8. The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are A rated or better and authorized and licensed in the Commonwealth of Massachusetts to issue

policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts
 - b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
 - c. Automobile Liability Insurance - Combined single limit of \$1,000,000; Uninsured Motorist Insurance \$250,000 each person, \$500,000 each accident; Under Insured \$250,000 each person, \$500,000 each accident.
 - d. Excess Liability Insurance - \$10,000,000 umbrella policy, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
 - e. Additional Insureds - Each policy of liability insurance other than Employer's Liability under Workers' Compensation shall name the District and its officers, employees, boards, commissions and committees as additional insureds.
 - f. Cancellation or Amendment - Each policy of insurance, and the certificate or other evidence thereof, required to be purchased and maintained by the Contractor shall contain a provision or endorsement that the coverage afforded will not be canceled or materially amended and no renewal will be refused until at least fifteen (15) days' prior written notice has been given to the District.
 - g. Copies evidencing such insurance shall be furnished to the District prior to execution of this Contract.
 - h. Failure to Provide and Maintain Insurance - Failure to promptly provide and continue in force such insurance shall constitute a material breach of this Contract and shall be grounds for immediate termination thereof by and in the sole discretion of the District.
9. The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its officers, employees, boards, commissions, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the negligence or willful misconduct of the Contractor, its subcontractors, or their officers, employees,

agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract.

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

10. The Contractor has entered into this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.
11. The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.
12. The Contractor shall, if required by the District, furnish a Performance Bond, acceptable to the District, as security for the faithful performance of its obligations under the Contract. Said Performance Bond shall be in the amount of ten percent (10%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the District EACH YEAR. Said Performance Bond shall obligate the Contractor, its surety, and their successors and assigns for all of the work required to be performed by the Contractor under the Contract. Said Performance Bond shall otherwise conform to any and all documents incorporated by reference in this Contract.
13. Termination shall be in accordance with any and all documents incorporated by reference

in this Contract. In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

14. The Contractor warrants that it has in its employ, and will continue to have for the term of this Contract or any extension or renewal thereof, a sufficient number of persons experienced in performing pupil transportation services such that the Contractor's obligations under this Contract will be safely and promptly carried out. The Contractor warrants that its vehicles used by it in the performance of this Contract shall be free from any and all defects and shall be fit for the purposes for which they are intended.
15. The Contractor warrants that it is experienced in providing pupil transportation services and agrees that it will perform the services required by this Contract with the highest degree of professionalism and care.
16. Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail to the parties at the following address or such other address or addresses as to which party shall have notified the other party in accordance with this Section.

If to the Owner:	Superintendent of Schools Greenfield Public School District 195 Federal Street, Suite 100 Greenfield, MA 01301
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If to the Contractor:	F.M. KUZMESKUS, INC. 32 MAIN ROAD GILL, MA 01354
-----------------------	--

17. Miscellaneous
 - a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Franklin County, MA, and in no other court or jurisdiction.
 - b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may

be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Contract
Second Priority:	Addenda--later date to take precedence
Third Priority:	General Conditions
Fourth Priority:	Specifications

- i. The Contractor shall not assign in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District;
- j. The Contractor shall not assign any money due or to become due to the Contractor unless the district shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- k. This Contract may be amended only by written consent of the parties;
- l. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated;
- m. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law;
- n. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles;
- o. This Contract is executed as a sealed instrument.

- p. The Contractor certifies, pursuant to M.G.L. c. 62C, §49A, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

AGREED:

Greenfield Public School District

F.M. KUZMESKUS, INC.

By:

By:

Christine DeBarge
Name
Superintendent of Schools

Person Authorized to Sign
Title _____

Dated: January 3, 2024 _____

Dated: _____

By:

School District
School Committee

WITNESS:

PRINT NAME

Dated: _____

(IF REQUIRED BY THE DISTRICT) APPROVED AS TO FORM:

Counsel

Dated: _____

ATTACHMENTS

A.

FM Kuzmeskus, Inc. Bid Forms for Greenfield Public School District

B.

By reference, the entire contents of the Invitation for Bids 2023-2099, Addenda 1 and 2 and the Submittal by FM Kuzmeskus, Inc. are included.



Franklin Regional Council of Governments

Multiple Franklin County School District Bus Transportation
IFB 2023-2099
Bid Opening December 7, 2023 at 2pm

Bids Received From	Amount of bid
F.M. KUZMESKUS MAIN RD GILL, MA COLLECTIVE BID FIRST YEAR COST	FCTS: \$1,320,394.00 Erving: \$609,126.00 PVRSD: \$981,184.80 Gill-Mont: \$822,629.60 Greenfield: \$940,764.00 Mohawk/Hawlemont: \$1,312,867.75 VEAC: \$332,721.00 Rowe: \$117,474 Warwick: \$91,358.00 Total: \$6,528,519.15
F.M. KUZMESKUS MAIN RD GILL, MA INDIVIDUAL BID FIRST YEAR COST	FCTS: N/A Erving: N/A PVRSD: N/A Gill-Mont: N/A Greenfield: N/A Mohawk/Hawlemont: \$1,381,489.00 VEAC: \$345,420.00 Rowe: \$122,320.00 Warwick: N/A

THIS IS A TRUE ATTEST OF THE QUOTES RECEIVED THIS DAY.

Andrea Woods, CPO FRCOG

Ellen Batchelder, Asst CPO FRCOG



Forms

Please refer to the following pages for the below required forms per page 15 of the bid specifications #2023-2099.

- ☞ Bid Sheet # 1 – Franklin County Technical School
- ☞ Bid Sheet # 2 – Erving School Union #28 & Erving, New Salem, and Wendell Public
- ☞ Bid Sheet # 3 – Pioneer Valley Regional School District
- ☞ Bid Sheet # 4 – Gill-Montague Regional School District
- ☞ Bid Sheet # 5 – Greenfield Public School
- ☞ Bid Sheet # 6 – Mohawk Trail Reg. School & Hawlemont Regional School Districts
- ☞ Bid Sheet # 7 – Vocational Educational Advisory Committee (VEAC)
- ☞ Bid Sheet # 8 – Rowe School District
- ☞ Bid Sheet # 9 – Warwick School District
- ☞ Attachment B – Required Certification Form
- ☞ Attachment C – Company Identification & Acknowledgement of Addenda
- ☞ Attachment D – Safety Plan
- ☞ Attachment E – Training Plan
- ☞ Attachment F – Equipment Listing
- ☞ Attachment G – Maintenance Program & Facilities Location

ADDENDUM 2 BID SHEET #1 – FRANKLIN COUNTY TECHNICAL SCHOOLBidder's Name F.M. Kuzneskus, Inc.**ESTIMATES**

Year 1: July 1, 2024 – June 30, 2025

Collective Bid ☒ Individual Bid ☐**Part 1 - Regular Transportation Routes – all SINGLE TIER**

	# Buses		X Days		Extended Cost
71/47 passenger buses	9 481.60	x	180	=	\$ 780,192.00
47/29 passenger buses	3 481.60	x	180	=	\$ 260,064.00
24/17 passenger buses	1 481.60	x	180	=	\$ 86,688.00

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
47/29 passenger buses	4 282.00	x	165	=	\$ 186,120.00

Part 3 – Athletic and Field Trips (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	10 trips	\$ 425.00	\$ 4,250.00
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	700 miles	\$ 4.00	\$ 2,800.00
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	4 hrs.	\$ 70.00	\$ 280.00
Total Annual Contract Cost				Extended Total based on estimates
Total Year 1: Part 1, Part 2, Part 3 for comparison				\$ 1,320,394.00

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.

ADDENDUM 2 BID SHEET #1 – FRANKLIN COUNTY TECHNICAL SCHOOL

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

Bid for Franklin County Technical School is subject to Mass. Prevailing Wage, see Appendix VI.

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc.

ADDENDUM 2 BID SHEET #2 – Erving School Union #28 andBidder's Name F.M. Kuzmeskus, Inc.

Erving Public Schools, New Salem Public Schools, Wendell Public Schools

ESTIMATES**Part 1 - Regular Transportation Routes**

	# Buses		X Days		Extended Cost
71/47 passenger buses (2 tier) – TFHS and Elementary	3 481. ⁶⁰	x	180	=	\$ 260,064. ⁰⁰
71/47 passenger buses (single tier) - Swift River School	4 481. ⁶⁰	x	180	=	\$ 346,752. ⁰⁰
Mid-Day Run for Emergency Closure (lge bus) 1 tier	7 330. ⁰⁰	x	1	=	\$ 2,310. ⁰⁰
Total Annual Contract Cost					Extended Total <i>based on estimates</i>
Total Year 1: Part 1 only					\$ 609,126. ⁰⁰

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. *All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.*

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.⁰⁰ per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

ADDENDUM 2 BID SHEET #2 – Erving School Union #28 and

Erving Public Schools, New Salem Public Schools, Wendell Public Schools Continued

Signature of Authorized Representative of the Bidder:

Signature:  Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc.

ADDENDUM 2 BID SHEET #3 – PIONEER VALLEY REGIONAL SCHOOL DISTRICT

Year 1: July 1, 2024 – June 30, 2025

Bidder's Name F.M. Kuzmeskus, Inc.

ESTIMATES

Part 1 - Regular Transportation Routes					
	# Buses		X Days		Extended Cost
71/47 passenger buses (double tier)	6 481.60	x	180	=	\$ 520,128.00
47/29 passenger bus (double tier)	1 481.60	x	180	=	\$ 86,688.00
29/18 feeder passenger bus (double tier)	2 481.60	x	180	=	\$ 173,376.00
21/14 Special Ed w/ chairlift	1 481.60	x	180	=	\$ 86,688.00
Spec Ed Bus Monitor	1 132.00	X	180	=	\$ 23,760.00

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

None needed.

Part 3 - Athletic, Field, Summer Trips (round trip to and from)				
A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	100 trips	\$ 425.00	\$ 42,500.00
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	4,000 miles	\$ 4.00	\$ 16,000.00
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	300 hrs.	\$ 70.00	\$ 21,000.00
D.	Summer Transportation			
	Spec Ed w/chairlift	18	\$ 481.60	\$ 8,668.80
	Spec Ed Bus Monitor	18	\$ 132.00	\$ 2,376.00
Total Annual Contract Cost				Extended Total based on estimates
Total Year 1: Part 1, Part 2, Part 3 for comparison				\$ 98,184.80

ADDENDUM 2 BID SHEET #3 – PIONEER VALLEY REGIONAL SCHOOL DISTRICT Cont.

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. *All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.*

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond or shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: Cvandyk@gobeacon.com

Company Name: F.M. KUZMESKUS, Inc.

ADDENDUM 2 BID SHEET #4 – GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

Bidder's Name F.M. Kuzmoskus, Inc.

Year 1: July 1, 2024 – June 30, 2025

ESTIMATES

Part 1 - Regular Transportation Routes and SPED within the District Only					
	# Buses		X Days		Extended Cost
71/47 passenger buses (double tier)	5 481.60	x	180	=	433,440.00
29/18 feeder passenger bus (double tier)	1 481.60	x	180	=	86,688.00
21/14 Special Ed w/ chairlift	1 481.60	x	180	=	86,688.00
Spec Ed Bus Monitor	1 132.00	x	180	=	23,760.00
Mid-Day Run for Emergency Closure (lge bus) 1 tier	5 330.00	x	1	=	1,650.00
Mid-Day Run for Kindergarten	1 330.00	x	3	=	990.00
Mid-Day for SPED or PreK	1 220.00	x	180	=	35,200.00

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)					
	# Buses		X Days		Extended Cost
Cost Per Bus Per Day – Double Tier with Secondary then Sheffield Elem	1 200.00	x	150	=	30,000.00

Part 3 – Athletic and Field Trips and Summer Transportation (round trip to and from)				
A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	120 trips	\$ 425.00	\$ 51,000.00
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	9,000 miles	\$ 4.00	\$ 36,000.00
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	250 hrs.	\$ 70.00	\$ 17,500.00
D.	Summer Transportation	# days	Cost Per Day	
	Spec Ed w/chairlift	18	\$ 481.60	\$ 8,668.80
	Spec Ed Bus Monitor	18	\$ 132.00	\$ 2,376.00
	71/47 Bus (FY25 only)	18	\$ 481.60	\$ 8,668.80

ADDENDUM 2 BID SHEET #4 – GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

Total Annual Contract Cost	Extended Total <i>based on estimates</i>
Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ <u>822,629.60</u>

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. *All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.*

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: Tully P. Smith Date: 12-5-2023

Title: Chief Financial Officer Email: crandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc

ADDENDUM 2 BID SHEET #5 – GREENFIELD PUBLIC SCHOOLSBidder's Name F.M. Kuzmeskus, Inc.

Year 1: July 1, 2024 – June 30, 2025

ESTIMATES

Part 1 - Regular Transportation Routes					
	# Buses		X Days		Extended Cost
71 passenger buses 2 tiers	8 <u>481.60</u>	x	180	=	\$ <u>693,504.⁰⁰</u>
Mid-Day Run for Emergency (large bus) 1 tier	8 <u>330.⁰⁰</u>	x	1	=	\$ <u>2,640.⁰⁰</u>

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)					
	# Buses		X Days		Extended Cost
Cost Per Bus Per Day – 71/47 passenger bus	1 <u>282.⁰⁰</u>	x	160	=	\$ <u>45,120.⁰⁰</u>

Part 3 - Athletic, Field, Summer Trips (round trip to and from)				
A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	180 trips	\$ <u>425.⁰⁰</u>	\$ <u>76,500.⁰⁰</u>
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	15,000 miles	\$ <u>4.⁰⁰</u>	\$ <u>60,000.⁰⁰</u>
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	900 hrs.	\$ <u>70.⁰⁰</u>	\$ <u>63,000.⁰⁰</u>

Total Annual Contract Cost	Extended Total <i>based on estimates</i>
Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ <u>940,764.⁰⁰</u>

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. *All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.*

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.⁰⁰ per \$100,000 for each year of the contract.

ADDENDUM 2 BID SHEET #5 – GREENFIELD PUBLIC SCHOOLS

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

Bid for Greenfield Public Schools is subject to Mass. Prevailing Wage, see Appendix VI.

Signature of Authorized Representative of the Bidder:

Signature: Tully P. O'Neil Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyke@gpheacon.com

Company Name: F.M. Kuzmeskus, Inc.

ADDENDUM 2 BID SHEET #6 – MOHAWK TRAIL REGIONAL AND HAWLEMONT

Year 1: July 1, 2024 – June 30, 2025

Bidder's Name F.M. Kusmepkus

ESTIMATES

Part 1 - Regular Transportation Routes and Sped within the District Only

Collective Bid Rates

	# Buses		X Days		Extended Cost
71/47 Passenger buses (2 tier)	9 * 510.00	x	180	=	\$ 826,200.00
47/29 passenger buses (2 tier)	2 * 510.00	x	180	=	\$ 183,600.00
24/17 passenger buses (double tier)	2 * 510.00	x	180	=	\$ 183,600.00
Mid-Day Run for Emergency (large bus)	9 * 403.00	x	1	=	\$ 3,627.00
7/8 passenger van Spec Ed (single tier)	1 446.15	x	1	=	\$ 446.15
7/8 passenger van Spec Ed w/ chair lift	1 446.15	x	1	=	\$ 446.15
7/8 passenger van (2 tier)	1 446.15	x	1	=	\$ 446.15

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
47/29 passenger buses	1 200.00	x	1	=	\$ 200.00

Part 3 - Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	120 trips	\$ 495.00	\$ 59,400.00
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	9,000 miles	\$ 4.00	\$ 36,000.00
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	250 hrs.	\$ 70.00	\$ 17,500.00
D.	Summer Transportation	# days	Cost Per Day	
	7/8 passenger van Spec Ed (FY25 only)	1	\$ 446.15	\$ 446.15
	7/8 passenger van Spec Ed w/ chair lift (FY25 only)	1	\$ 446.15	\$ 446.15
	71/47 Bus (FY25 only)	1	\$ 510.00	\$ 510.00

ADDENDUM 2 BID SHEET #6 – MOHAWK TRAIL REGIONAL AND HAWLEMONT

Total Annual Contract Cost	Extended Total <i>based on estimates</i>
Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ 1,312,867.75

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. *All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%.* All are ESTIMATED needs.

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.⁰⁰ per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District yes

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc

ADDENDUM 2 BID SHEET #7 – Vocational Education Advisory Committee (VEAC)

Ashfield, Charlemont, Hawley and Plainfield.

Bidder's Name

F.M. Kuzmeskus, Inc.

Year 1: July 1, 2024 – June 30, 2025

ESTIMATESCollective Bid**Part 1 - Regular Transportation Routes and Sped within the District Only**

	# Buses		X Days		Extended Cost
24/17 passenger buses (double tier)	¹ 510.00	x	180	=	\$ 91,800.00
7/8 passenger van (single tier)	³ 446.15	x	180	=	\$ 240,921.00

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
47/29 passenger buses	⁰ 200.00	x	0	=	\$ —

Part 3 – Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	0 trips	\$ 445.00	\$ —
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	0 miles	\$ 4.00	\$ —
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	0 hrs.	\$ 70.00	\$ —
D.	Summer Transportation	0# days	Cost Per Day	

Total Annual Contract CostExtended Total *based on estimates*

Total Year 1: Part 1, Part 2, Part 3 for comparison

\$ 332,721.00

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change.

*All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs***Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond**

shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

ADDENDUM 2 BID SHEET #7 – Vocational Education Advisory Committee (VEAC) Continued

Ashfield, Charlemont, Hawley and Plainfield.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District YES

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: July P. Sullivan Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyk@gobeacon.com

Company Name: F.M. Kuemestkus, Inc.

ADDENDUM 2 BID SHEET #8 - ROWE SCHOOL DISTRICTBidder's Name F.M. KUZMESKUS

Year 1: July 1, 2024 – June 30, 2025

ESTIMATESCollective B.d**Part 1 - Regular Transportation Routes**

	# Buses		X Days		Extended Cost
47/29 Passenger bus	1 <u>510.00</u>	x	180	=	\$ <u>91,800.00</u>
Two-Tier Mid-Day Run for Emergency 71/47 Passenger	1 <u>402.00</u>	x	1	=	\$ <u>402.00</u>
Mid-Day Run for Emergency 47/29 Passenger	1 <u>402.00</u>	x	1	=	\$ <u>402.00</u>

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
Anticipated, but still under negotiation with School Committee	1 <u>200.00</u>	x	100	=	\$ <u>20,000.00</u>

Part 3 - Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	6 trips	\$ <u>495.00</u>	\$ <u>2970.00</u>
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	300 miles	\$ <u>4.00</u>	\$ <u>1200.00</u>
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	10 hrs.	\$ <u>70.00</u>	\$ <u>700.00</u>

Total Annual Contract CostExtended Total based on
estimates

Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ <u>117,474.00</u>
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Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change.

All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs**Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:**\$ 1000.00 per \$100,000 for each year of the contract.

ADDENDUM 2 BID SHEET #8 ROWE SCHOOL DISTRICT Continued

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District Yes

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: Tuffy P. Sh Date: 12-5-2023

Title: Chief Financial Officer Email: cuandyk@gobalcon.com

Company Name: F.M. Kuzmeskus Inc

ADDENDUM 2 BID SHEET #9 - WARWICK SCHOOL DISTRICTBidder's Name F.M. Kuzmeskus, Inc.

Year 1: July 1, 2024 – June 30, 2025

ESTIMATES**Part 1 - Regular Transportation Routes**

	# Buses		X Days		Extended Cost
29/18 feeder passenger bus (double tier or 3 short runs)	1 481.60	x	180	=	\$ 86,688.00
Mid-Day Run for Emergency Closure (29 pax bus) 1 tier	1 330.00	x	1	=	\$ 330.00

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
NONE	0 282.00	x	0	=	\$0

Part 3 - Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	6	\$ 425.00	\$ 2,550.00
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	150	\$ 4.00	\$ 600.00
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	17	\$ 70.00	\$ 1,190.00

Total Annual Contract CostExtended Total *based on
estimates*

Total Year 1: Part 1, Part 2, Part 3 for comparison

\$ 91,358.00

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change.

*All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs***Part 4 - Performance Bond** - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

ADDENDUM 2 BID SHEET #9 WARWICK SCHOOL DISTRICT Continued

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District no

We will only participate in a fully accepted Collective Bid Contract ✓

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc.

TOTAL BID for first year

Bidder's Name F.M. Kuzmeskus, Inc.

#1: Franklin County Technical School \$ 1,320,394.⁰⁰

#2: Erving/Wendell/New Salem \$ 609,126.⁰⁰

#3: Pioneer Valley Regional \$ 981,184.⁸⁰

#4: Gill Montague Regional \$ 822,629.⁶⁰

#5: Greenfield Public Schools \$ 940,764.⁰⁰

#6: Mohawk Trail and Hawlemont \$ 1,312,867.⁷⁵

#7: VEAC \$ 332,721.⁰⁰

#8: Rowe School District \$ 117,474.⁰⁰

#9: Warwick School District \$ 91,358.⁰⁰

Total first year bid based on estimates \$ 6,528,519.¹⁵

In words Six million five hundred twenty eight thousand five hundred nineteen and fifteen cents

ADDENDUM 2 BID SHEET #6 – MOHAWK TRAIL REGIONAL AND HAWLEMONT

Year 1: July 1, 2024 – June 30, 2025

Bidder's Name F.M. Kuzmeskus, Inc.

ESTIMATES

Part 1 - Regular Transportation Routes and Sped within the District Only Individual Bid Rates

	# Buses		X Days		Extended Cost
71/47 Passenger buses (2 tier)	9 539. ⁰⁰	x	180	=	\$ 873,180. ⁰⁰
47/29 passenger buses (2 tier)	2 539. ⁰⁰	x	180	=	\$ 194,040. ⁰⁰
24/17 passenger buses (double tier)	2 539. ⁰⁰	x	180	=	\$ 194,040. ⁰⁰
Mid-Day Run for Emergency (large bus)	9 410. ⁰⁰	x	1	=	\$ 3,690. ⁰⁰
7/8 passenger van Spec Ed (single tier)	1 460. ⁰⁰	x	1	=	\$ 460. ⁰⁰
7/8 passenger van Spec Ed w/ chair lift	1 460. ⁰⁰	x	1	=	\$ 460. ⁰⁰
7/8 passenger van (2 tier)	1 460. ⁰⁰	x	1	=	\$ 460. ⁰⁰

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
47/29 passenger buses	1 200. ⁰⁰	x	1	=	\$ 200. ⁰⁰

Part 3 - Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	120 trips	\$ 500. ⁰⁰	\$ 60,000. ⁰⁰
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	9,000 miles	\$ 4.00	\$ 36,000. ⁰⁰
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	250 hrs.	\$ 70. ⁰⁰	\$ 17,500. ⁰⁰
D.	Summer Transportation	# days	Cost Per Day	
	7/8 passenger van Spec Ed (FY25 only)	1	\$ 460. ⁰⁰	\$ 460. ⁰⁰
	7/8 passenger van Spec Ed w/ chair lift (FY25 only)	1	\$ 460. ⁰⁰	\$ 460. ⁰⁰
	71/47 Bus (FY25 only)	1	\$ 539. ⁰⁰	\$ 539. ⁰⁰

ADDENDUM 2 BID SHEET #6 – MOHAWK TRAIL REGIONAL AND HAWLEMONT

Total Annual Contract Cost	Extended Total based on estimates
Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ 1,381,489.00

Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs.

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District ☒

We will only participate in a fully accepted Collective Bid Contract ☐

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: cuandyk@gpbeacon.com

Company Name: F. M. Kuzmeskus, Inc.

ADDENDUM 2 BID SHEET #7 – Vocational Education Advisory Committee (VEAC)

Ashfield, Charlemont, Hawley and Plainfield.

Bidder's Name

F.M. Kuzmeskus, Inc.

Year 1: July 1, 2024 – June 30, 2025

ESTIMATESIndividual Bid**Part 1 - Regular Transportation Routes and Sped within the District Only**

	# Buses		X Days		Extended Cost
24/17 passenger buses (double tier)	1 <u>539.00</u>	x	180	=	\$ <u>97,020.00</u>
7/8 passenger van (single tier)	3 <u>460.00</u>	x	180	=	\$ <u>248,400.00</u>

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
47/29 passenger buses	0 <u>200.00</u>	x	0	=	\$ <u>—</u>

Part 3 – Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	0 trips	\$ <u>500.00</u>	\$ <u>—</u>
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	0 miles	\$ <u>4.00</u>	\$ <u>—</u>
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	0 hrs.	\$ <u>70.00</u>	\$ <u>—</u>
D.	Summer Transportation	0# days	Cost Per Day	

Total Annual Contract Cost

Extended Total based on estimates

Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ <u>345,420.00</u>
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Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change. All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum 5.5%. All are ESTIMATED needs

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond

shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

ADDENDUM 2 BID SHEET #7 – Vocational Education Advisory Committee (VEAC) Continued

Ashfield, Charlemont, Hawley and Plainfield.

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District ✓

We will only participate in a fully accepted Collective Bid Contract

Signature of Authorized Representative of the Bidder:

Signature: Tully P. Sullivan Date: 12-5-2023

Title: Chief Financial Officer Email: crandyk@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc.

ADDENDUM 2 BID SHEET #8 - ROWE SCHOOL DISTRICT Bidder's Name F.M. Kuznetsov, Inc

Year 1: July 1, 2024 – June 30, 2025

ESTIMATES

Individual B.d

Part 1 - Regular Transportation Routes

	# Buses		X Days		Extended Cost
47/29 Passenger bus	1 <u>539.00</u>	x	180	=	\$ <u>97,020.00</u>
Time Trip Mid-Day Run for Emergency 71/47 Passenger	1 <u>200.00</u>	x	1	=	\$ <u>200.00</u>
Mid-Day Run for Emergency 47/29 Passenger	1 <u>200.00</u>	x	1	=	\$ <u>200.00</u>

Part 2 - Late Bus (time and run of late bus subject to time of before/after program)

	# Buses		X Days		Extended Cost
Anticipated, but still under negotiation with School Committee	1 <u>200.00</u>	x	100	=	\$ <u>20,000.00</u>

Part 3 - Athletic and Field Trips and Summer Transportation (round trip to and from)

A.	Athletic and Field Trips	# Trips/Yr.	Minimum Charge	Extended Cost
	estimated	6 trips	\$ <u>500.00</u>	\$ <u>3,000.00</u>
B.	Mileage Rate	# Miles/Yr.	Plus Cost Per Mile if exceeds minimum	
	estimated	300 miles	\$ <u>4.00</u>	\$ <u>1,200.00</u>
C.	Driver Waiting Cost	# Hours	Plus Cost Per Hour	
	estimated	10 hrs.	\$ <u>70.00</u>	\$ <u>700.00</u>

Total Annual Contract Cost

Extended Total based on
estimates

Total Year 1: Part 1, Part 2, Part 3 for comparison	\$ <u>122,320.00</u>
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Bid is based on Extended Total; however, actual payments are at the Unit Prices subject to change.
All of the above unit prices paid will be adjusted yearly per the CPI – minimum 2.5% maximum
5.5%. All are ESTIMATED needs

Part 4 - Performance Bond - the annual cost of an annual 10% Performance Bond shall be:

\$ 1000.00 per \$100,000 for each year of the contract.

ADDENDUM 2 BID SHEET #8 ROWE SCHOOL DISTRICT Continued

The cost of the Performance Bond will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract.

Indicate which applies to this bid:

We have included a Collective Bid and an Individual Bid for this District yes

We will only participate in a fully accepted Collective Bid Contract _____

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023

Title: Chief Financial Officer Email: cvandyke@gobeacon.com

Company Name: F.M. Kuzmeskus, Inc.

Collective Bid Vendor Requirements

Attachment B – Required Certification Form

This document is a Certification of Payment of Taxes, Non-Collusion, Authority to Bind the Bidder and Release from Liability/Hold Harmless. Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all the laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support. The bidder certifies that:

No consultant to, or subcontractor for, the Bidder, has given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or about, the award of a Contract pursuant to this Invitation for Bids.

No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or about, the award to the consultant or subcontractor of a Contract by the Bidder.

No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for in any way assist the Bidder in obtaining the Contract (pursuant to this Invitation for Bids) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.

The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 28A of the Massachusetts General Laws, applies to the bidder with respect to the transaction outlined in the Invitation for Bids.

The Bidder understands that the Bidder, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law which created an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited bases outlined therein.

The Bidder hereby certifies that is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise from in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Ware Public Schools within one (1) business day of such debarment, suspension, or prohibition from practice.

The undersigned assures that this sealed bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that they have informed themselves fully regarding the "information and instructions to bidders", attached to this sealed bid; that they propose to provide the Collective Bid and the Named School Districts student transportation and comply in all respects with said specifications for the sums stated.

Signature of Authorized Representative of Bidder:

Signature		Date	12-5-2023
Title	Chief Financial Officer	Address	52 Main Rd.
Company	F.M. Kusmeskus		Gill, MA 01354
Email(s)	WendyK@globeacon.com	Telephone #	413-863-2595

Attachment B – Required Certification Form, Continued

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

04-2523914 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ☒

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC ☐

Circle tax classification: ☐ D (disregarded entity) ☒ C (corporation)
☐ P (partnership) or ☐ S (special tax status)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary) ☐

_____ NAME
_____ NAME
_____ NAME
_____ NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ON BID FORM ONLY AND CHECK HERE ☐

Collective Bid Vendor Requirements

Attachment C - Company Identification and Acknowledgement of Addenda

To: Franklin Regional Council of Governments on behalf of the Named School Districts in Franklin County, MA

The undersigned agrees to execute the contract to provide transportation for the students of the named School Districts within thirty (30) days after notification of the acceptance of this bid. Should the undersigned fail to execute such contract, the amount herewith enclosed as bid deposit shall become the property of the Franklin Regional Council of Governments as liquidated damages to cover the cost of rebidding.

1. How long has the firm been in the school transportation business? 70+ years
2. How many school buses are owned by the firm? 150 buses
3. If answer to II is none, how many buses will be purchased/leased? _____ buses
4. Are the buses under DPU jurisdiction? ☒ YES ☐ NO
5. List all New England and/or New York school system(s) with which you have had a transportation contract over the past five years, indicate a contact person with telephone number, and number of buses operated (attach additional sheets if necessary).

Row	Contact Name	District Name	Address	Telephone	Years' Experience
1	<u>See attached</u>				
2					
3					
4					
5					
6					
7					
8					
9					
10					

6. Transportation Routing Software Used (required): Transfinder
7. Acknowledge any Addenda Received #1 10/16 date #2 11/13 date #3 _____ date

Signature of Authorized Representative of the Bidder:

Signature: [Signature] Date: 12-5-2023
 Title: Chief Financial Officer Email: c.vandyk@gbcccon.com
 Company Name: F.M. Kuzneskus Inc
 Address: 52 Main Rd
 Address Line 2: Gill, Ma Zip 01376
 Telephone #: 413-863-2595

City Council – First Reading- January 17, 2024

- Transfer \$18,179.00 from General Fund Bond Premiums to General Fund Principal Paydowns Account.
- Transfer \$214,000 from Sewer Enterprise Bond Premiums Fund to Water Principal Paydowns Account.
- Transfer \$145,155 from Sewer Enterprise Bond Premiums Fund to Sewer Principal Paydowns Account.
- Transfer \$4,282 from GCET Enterprise Bond Premiums Fund to GCET Debt Service Account.
- Transfer \$54,904.18 from City's Reserve Fund to Police Permanent Salaries Account in accordance with the MOUs between the City of Greenfield, Police Chief Robert Haigh and Police Deputy Chief William Gordon.

City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$18,179 from G/F Bond Premiums

Moves that it be Ordered,

To transfer the amount of \$18,179.00 from General Fund Bond Premiums to General Fund Principal Paydowns, account# 01007100 59991.

Majority Vote Required (7)

Attachments:

2. Bond Premium Balances Workbook

City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$214,000 from Bond Premiums to Water Principal Paydown

Moves that it be Ordered,

To transfer the amount of \$214,000.00 from Sewer Enterprise Bond Premiums, Fund 1627, to Water Principal Paydowns, account #61007100 59991.

Majority Vote Required (7)

VOTE:

Attachments:

1. Bond Premium Balance Workbook

City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$145,155 from Bond Premiums to Sewer Principal Paydown

Moves that it be Ordered,

To transfer the amount of \$145,155.00 from Sewer Enterprise Bond Premiums, Fund 1627, to Sewer Principal Paydowns, account #60007100 59991.

Majority Vote Required (7)

VOTE:

Attachments:

1. Bond Premium Balance Workbook

City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

Upon recommendation of Mayor Wedegartner

An Order to Transfer \$4,282 from Bond Premiums to GCET Debt Service

Moves that it be Ordered,

To transfer the amount of \$4,282.00 from GCET Enterprise Bond Premiums, Fund 1627, to GCET Debt Service, account #65007100 5916 657.

Majority Vote Required (7)

VOTE:

Attachments:

1. Bond Premium Balance Workbook

Fund 1627 - BOND PREMIUM

	Fire Station	General Fund	Water	Sewer	GCET	Totals
6/30/2019		86,887.79			60,151.00	147,038.79
8/15/2019 Received Expenses		1,104,747.25	84,018.12	300,507.93	0.00	1,489,273.30
Subtotal		1,191,635.04	84,018.12	300,507.93	60,151.00	1,636,312.09
10/04/19 received					21,935.29	21,935.29
Subtotal		1,191,635.04	84,018.12	300,507.93	82,086.29	1,658,247.38
Brush Truck/GR Pump St Roof Debt service		(75,000.00) (12,000.00)	(50,000.00)		(82,086.00)	(207,086.00) (12,000.00)
Expenses		(21,417.44)		(416.05)	(0.20)	(21,833.69)
Subtotal		1,083,217.60	34,018.12	300,091.88	0.09	1,417,327.69 44,348.00
6/30/2020 06/17/20 Received		1,083,217.60	34,018.12	300,091.88	0.09	1,417,327.69
10/9/2020 Revenue 10/9./20 Expenses					49,381.47 (15,989.32) (32,423.00)	
Revised 10/09/20		1,083,217.60	34,018.12	300,091.88	969.24	1,418,296.84
Fire Station Transfer		(1,000,000.00)				0.00
Subtotal		83,217.60	34,018.12	300,091.88	969.24	418,296.84
Jun-21 BAN Premiium Expenses	37,831.92 (1,220.08)	43,668.87 (1,408.32)	40,444.10 (1,304.32)	33,093.92 (1,067.28)	0.00 0.00	155,038.81 (5,000.00)
	36,611.84	42,260.55	39,139.78	32,026.64	0.00	150,038.81
Balance	36,611.84	125,478.15	73,157.90	332,118.52	969.24	568,335.65
21-Sep Bond Premium Expenses BAN Princ Paydown					453,002.87 (59,990.00) (389,700.00)	
Balance 11/30/21	36,611.84	125,478.15	73,157.90	332,118.52	4,282.11	571,648.52
Apr-22 Bond Premiium 4/29/22 Bond Expenses 04/29/22	\$379,117.85 (100,110.16)	\$442,831.21 (115,748.99)	\$85,832.46 (13,835.04)	\$152,504.53 (28,968.81)	\$0.00 \$0.00	\$1,060,286.05 (258,663.00)
Balance 06/30/22	315,619.53	452,560.37	145,155.32	455,654.24	4,282.11	1,373,271.57
Sep-22	(315,619.53)	(434,380.47)				(750,000.00)

City of Greenfield
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council

Upon recommendation of Mayor DeSorgher

An Order to Fund an MOU for Police Chief and Deputy Police Chief

Move that it be Ordered,

That the City Council, in accordance with the signed Memorandum of Understanding (MOU) between the City of Greenfield and Chief Robert Haigh, and the signed Memorandum of Understanding (MOU) between the City of Greenfield and Deputy Chief William Gordon, appropriate the sum of \$54,904.18 and transfer said amount from the City's Reserve Fund to Police Permanent Salaries, line item 0100.2100.5111, to fund the first-year cost items.

Majority Vote Required.

VOTE:

Attachments:

1. Signed MOUs
2. Incentive Worksheet
3. Munis Report of Reserve Fund Balance

MOU Financial Summary

- a) FY24 – Education incentive increases for Chief Haigh @ 20% = \$33,901.85; For Deputy Chief Gordon @ 25% = \$35,255.12
- b) FY24 – Physical Training Incentive = \$750/each

Balance in Reserve Fund: \$75,000



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

GREENFIELD POLICE DEPARTMENT

Robert H. Haigh Jr.

Chief of Police

321 High Street • Greenfield, MA 01301
Phone (413) 773-5411 • Fax (413) 774-6969



Robert H. Haigh Jr.
Chief of Police

RECEIVED NOV - 7 2023

Effective January 1, 2024

Memorandum of Understanding

Executed between:

Robert H. Haigh Jr. and the City of Greenfield

INCENTIVE

SECTION 1. Any employee may receive Incentive Pay as provided in the provisions of Chapter 41, Section 108L of the Massachusetts General Laws established by Chapter 835 of the Acts of 1970 of the Commonwealth of Massachusetts, which provides career incentive salary increases for Police Officers, predicated on the accumulation of points earned toward a Masters (25%), Baccalaureate (20%) or an Associate's Degree (10%), to be pursued in an educational institution accredited by the New England Association of Colleges and Secondary Schools. These payments shall be added to and considered part of base pay as regular compensation.

SECTION 2. New Educational Incentive: Effective July 1, 2022, all current and future employees covered by this Agreement who are ineligible for Police Career Incentive Program or "Quinn Bill" benefits under M.G.L. Chapter 40, Section 108L (the "Quinn Bill" statute), shall be entitled to full "Quinn Bill" equivalent benefits for those who have attained college degrees in Criminal Justice, Sociology, Psychology, Business Management, Social Work or any other degree agreed upon by the City and the Chief of Police. The compensation will be as follows:

- (a) Employees with an "Associates Degree" will be paid a weekly amount equivalent to ten percent (10%) of the employee's base pay.
- (b) Employees with a "Bachelor's Degree" will be paid a weekly amount equivalent to twenty percent (20%) of the employee's base pay.

(c) Employees with a "Master's Degree" will be paid an amount equivalent to twenty-five percent (25%) of the employee's base pay.

SECTION 3. Physical Fitness Incentive: The City shall establish a voluntary Physical Fitness Incentive Program. Any employee who participates in the annual program and takes and passes the annual; physical fitness test shall receive a stipend of seven hundred and fifty 16 dollars (\$750.00). The test is referred to as the "Greenfield Police Department Annual PT Test Format" and shall be found in the Patrol Officer's CBA.

Signed: R. H. Haigh Jr.
Robert H. Haigh Jr. - Chief of Police

Date: 10.31.2023

Signed: Roxanne Wedegartner
Roxanne Wedegartner - Mayor of Greenfield

Date: 10.31.2023

ADDENDUM
CONTRACT OF EMPLOYMENT
ROBERT H. HAIGH, JR.

Pursuant to the terms and conditions of Section 6 of the contract of employment by and between Robert H. Haigh, Jr. and the City of Greenfield by its Mayor, the following Addendum shall be attached thereto; namely:

Replace paragraph eight (8), Education Level with the following:

The Chief will receive Incentive Pay as all other officers for their college degree as described Article 11, Section 1, 2 and 3, of the MassCop Local 470 Contract Bargaining Agreement below:

INCENTIVE

SECTION 1. Any employee may receive Incentive Pay as provided in the provisions of Chapter 41, Section 108L of the Massachusetts General Laws established by Chapter 835 of the Acts of 1970 of the Commonwealth of Massachusetts, which provides career incentive salary increases for Police Officers, predicated on the accumulation of points earned toward a Masters (25%), Baccalaureate (20%) or an Associate's Degree (10%), to be pursued in an educational institution accredited by the New England Association of Colleges and Secondary Schools. These payments shall be added to and considered part of base pay as regular compensation.

SECTION 2. New Educational Incentive: Effective July 1, 2022, all current and future employees covered by this Agreement who are ineligible for Police Career Incentive Program or "Quinn Bill" benefits under M.G.L. Chapter 40, Section 108L (the "Quinn Bill" statute), shall be entitled to full "Quinn Bill" equivalent benefits for those who have attained college degrees in Criminal Justice, Sociology, Psychology, Business Management, Social Work or any other degree agreed upon by the City and the Chief of Police. The compensation will be as follows:

- (a) Employees with an "Associates Degree" will be paid a weekly amount equivalent to ten percent (10%) of the employee's base pay.
- (b) Employees with a "Bachelor's Degree" will be paid a weekly amount equivalent to twenty percent (20%) of the employee's base pay.
- (c) Employees with a "Master's Degree" will be paid an amount equivalent to twenty-five percent (25%) of the employee's base pay. in the first payroll period following the date of execution of this Amendment, longevity shall be calculated at:

Add new paragraph at the end of Section 6 with the following:

The Chief will be paid annually, a \$750.00 Physical Fitness Incentive per Article 29, Section 3, of the MassCop Local 470 Contract Bargaining Agreement below without the participation requirement:

ARTICLE 29, SECTION 3, Physical Fitness Incentive: The City shall establish a voluntary Physical Fitness Incentive Program. Any employee who participates in the annual program and takes and passes the annual physical fitness test shall receive a stipend of seven hundred and fifty dollars (\$750.00).

All other terms of the referenced contract remain in full force and effect. This Addendum shall become effective January 1, 2024, regardless of the date executed below.

Dated this 31st day of October, 2023

R. H. Haigh Jr.
R. H. Haigh Jr., Chief of Police

Roxann Wedegartner
Roxann Wedegartner, Mayor

EMPLOYEE CONTRACT

THIS AGREEMENT, made and entered into on the date set forth below, between the City of Greenfield, a Massachusetts municipal corporation, acting by and through the Mayor, and Robert H. Haigh Jr., the Chief of the Greenfield Police Department, WITNESSETH:

WHEREAS the City through the Mayor desires to employ the services of Robert H. Haigh Jr. as Chief of the Greenfield Police Department and Robert H. Haigh Jr. desires to enter upon and continue such employment;

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties agree as follows:

Section 1 EMPLOYMENT

The City employs Robert H. Haigh Jr. and Robert H. Haigh Jr. hereby accepts employment as the Chief of the Greenfield Police Department.

Section 2 RECOGNITION OF STATUTES AND ORDINANCES

All State and Municipal Statutes and Ordinances shall be recognized where they pertain to the Police Chief's position unless specifically superseded by this agreement or the City of Greenfield.

The parties hereby mutually agree that the position of Police Chief in the City of Greenfield is currently governed by Massachusetts Civil Service, M.G.L. Chapter 31.

Section 3 DUTIES

The Chief shall perform all duties and functions as specified in the applicable Massachusetts General Laws, rules or regulations of the Commonwealth, the ordinances, rules or regulations of the City of Greenfield, as outlined in the Police Chief Job Description (attached hereto as Appendix A), and such other duties and functions as the Mayor shall from time to time legally assign. Such duties shall include, without thereby limiting the foregoing generally, the following:

The Chief shall supervise the daily operation for the Police Department, Emergency Communication (Dispatch) Department, Parking Enforcement Department, and Regional Animal Control Officer, as well as acting as Hearing Officer for the City of Greenfield:

1. The Chief shall supervise all department personnel and the daily operation of the Police Department, Emergency Communications Department, Parking Enforcement Department, and the Regional Animal Control Officer.

2. The Chief shall be responsible for the preparation and submission of the budgets for all departments under the Chief's supervision.
3. The Chief shall give reports to the Mayor either orally or in writing when requested or required in order to ensure the proper communication between the Mayor and the departments under the Chief's supervision.
4. The Chief shall be responsible for all departmental expenditures, disbursements and receipt of funds and property in accordance with the laws and statutes of the Commonwealth of Massachusetts, the City Charter, and the ordinances of the City.
5. The Chief shall supervise and maintain control of all equipment and motor vehicles belonging to or utilized by the departments under the Chief's supervision.
6. The Chief shall establish uniform specifications for all departments under the Chief's supervision. Such uniform specifications shall specify the items which comprise the uniform, as well as the grade, quality and/or number of units of each uniform item so specified.
7. The Chief shall be in charge of all sworn officers, including reserve and special officers, as well as civilian employees for all departments under the Chief's supervision.
8. The Chief shall establish equipment and vehicle specifications for all departments under the Chief's supervision.
9. The Chief shall be responsible for the supervision and control of all training programs for all personnel under the Chief's supervision, as well as the assignments of personnel to such programs.
10. The Chief shall maintain the discipline of personnel for departments under the Chief's supervision; the issuing of orders, rules, regulations, policies and procedures, and the assignments to tours, shifts, and the duties of all employees for the departments under the Chief's supervision.
11. The Chief shall be available for hearings before the Mayor of the City at which any of the departments under the Chief's supervision are required to attend.
12. The Chief shall be responsible planning, directing, staffing and coordinating all operations for the departments under the Chief's supervision.
13. The Chief shall be responsible for communications with the public, including the media, on matters for public safety, operations and policies of all departments under the Chief's supervision.
14. Where not otherwise provided by law including, state statute, City charter or ordinances, the Chief shall be responsible for the creation, implementation, and management of all policies, procedures, protocols, rules and regulations for the departments under the Chief's supervision, and subject to the review and approval of the Mayor.
15. The Chief shall establish weapons and ammunition specifications for the Police Department and Animal Control Officer(s). The officers shall only carry those weapons and ammunition authorized by the Chief.
16. The Chief shall have the responsibility for carrying out all training programs for all personnel of the department under the Chief's supervision.
17. The Chief shall have the responsibility and the power to maintain the discipline of the department personnel, and shall have all the powers as to discipline conferred upon chiefs of police by statutes of the Commonwealth.

Section 4 HOURS OF WORK

The Chief agrees to devote the amount of time and energy which is reasonably necessary for the Chief to perform the duties under this contract and shall be at least on average 37.50 hours per week. The Chief acknowledges that they are on call twenty-four hours per day. Attendance at evening meetings of the Mayor and other municipal boards and meetings, as well as City Council, as needed, is expected. The Chief will work a schedule as determined by and in accordance with the operational needs of the department. It is recognized that the Chief must devote a great deal of time outside normal office hours to the business of the City, and to that end, the Chief shall be allowed to work the hours deemed appropriate by the Mayor, and the Chief jointly, at such times which will not adversely impact department operations.

If the Chief will be absent from the City for three (3) business days or more for any reason, they shall notify the Mayor. It is understood that in the absence of the Chief for a full business day, when appropriate, a Superior Officer chosen by the Chief will serve as the officer in charge of the Department. The Mayor will be notified upon these occasions.

Section 5 TERM

- A. The contract shall be in effect for three (3) years commencing on January 1, 2022, through December 31, 2024.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of the Chief at any time, subject to the provisions set forth in Section 7 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief to retire and/or resign at any time from their position with the City, subject to the provisions set forth in Section 7, Paragraphs A and B, of the Agreement. In the event the Chief voluntarily terminates from their position with the City before the expiration of the term of this Agreement, they shall give a minimum of sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of this resignation shall be filed with the City Clerk.

Section 6 COMPENSATION and BENEFITS

The Chief shall, while employed by the City, be paid in regular weekly installments which, over their respective fiscal years, shall be as follows:

Year One: For the period from January 1, 2022, through December 31, 2022, the weekly rate shall be the following:

Weekly Pay: \$2,932.50 (approximate yearly \approx \$152,490)

Year Two: For the period from January 1, 2023, through December 31, 2023, the weekly rate shall be the following:

Weekly Pay: \$3,020.48

(approximate yearly ≈ \$157,065)

Year Three: For the period from January 1, 2024, through December 31, 2024, the weekly rate shall be the following:

Weekly Pay: TBD

Salary shall be reviewed by the Mayor for year three. The compensation and benefits provided herein are subject to appropriation.

The Chief will be paid annually in the first pay period of January in each year, a 2% stipend of their annual base pay for body worn cameras, as is provided to the contingency of all other officers of the department. Base pay to include all base wages (i.e. weekly salary, holiday and longevity combined).

Longevity shall be calculated at three percent (3%) upon completion of twenty (20) years of service and three and one-half percent (3½%) upon completion of twenty-five (25) years of service.

Longevity will be paid bi-annually, with half paid in the first pay period in January and half paid in the first pay period in July.

The following will be considered paid holidays unless otherwise specifically excluded: New Years' Day; Martin Luther King's Birthday; Juneteenth; July 4th; Veterans Day; Christmas Day; or the following day when any of the aforementioned days occurs on a Sunday; Presidents Day; Patriots Day; Memorial Day; Labor Day; Columbus Day; Thanksgiving Day; Any additional holidays recognized by the Police Union will also be considered a paid holiday.

The Chief will receive eight (8) hours' pay for such holidays. Holiday pay will be paid bi-annually with six (6) paid in the first pay period in January for those occurring between January 1 and June 30, and six (6) paid in the first pay period in July for those occurring between July 1 and December 31.

In recognition of all the time demands placed on the Chief of Police, the City shall buyback up to ten (10) days of accrued but unused vacation/personal time from the Chief of Police on an annual basis at one hundred (100%) percent of the Chief of Police's rate of pay. This accrual buyback shall be paid within thirty (30) days of the end of the fiscal year, with available funding.

The Chief will be compensated as all other officers for their qualification on the range in the amount of \$150.00 annually, to be paid in the same period as other departmental personnel.

Should the Chief attain a degree higher than their present educational level during the life of this contract the parties may negotiate a pay increase as an Addendum hereto. If a degree is other than Criminal Justice it must be in a reasonably relevant field of study to the position held, and will only

be granted upon the approval of the Mayor, and upon verification of the degree being awarded from an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

The position of Police Chief is considered a managerial and confidential position. For the purposes of the FLSA, the Police Chief shall be deemed an exempt employee. The Police Chief shall not be entitled to any overtime or compensatory time during the terms of this contract.

From this total shall be deducted all required taxes and other employee authorized deductions. Said totals include compensation for vacation, sick leave and other pay amounts authorized for time not worked. Compensation for subsequent fiscal years will be the subject of negotiations between the parties prior to the end of each preceding fiscal year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment, and shall become part of this contract. It is provided, however, that by so doing it shall not be considered that the City has entered into a new contract with the Chief, nor that the termination date of the existing contract has been extended.

Except as otherwise agreed in writing, the Chief shall be entitled to the following benefits: A) pursuant to the Schedule of Benefits for Non-represented (NR) City Personnel attached hereto as Exhibit B; and, B) annual clothing allowance of \$2,000.00; and, shall also supply a dress (class A) uniform with badge and all police protection clothing or gear; C) eyeglasses and denture replacements after submission of appropriate receipts evidencing the loss while the Chief was engaged in performing any police rescue or hazardous duties, provided the loss is reported to Human Resources forthwith; D) communicable disease testing time off if exposed to any communicable disease while on duty, with the time off allowed for testing being the time actually required to be at any medical facility for testing; and E) M.G.L. c.41 s.11 1F leave and benefits. Benefits shall be calculated based upon an anniversary date of October 4, 1999, the date of appointment as a regular full-time permanent police officer.

Section 7 TERMINATION

In addition to the provisions as outlined in Section 5, this Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Mayor and the Chief mutually agree to termination in writing.
- B. The retirement and/or resignation of the Chief.
- C. The Mayor may discipline the Chief at any time for just cause in accordance with Massachusetts Civil Service Laws, M.G.L. Ch. 31.
- D. In any situation where the Chief is reasonably suspected of or charged with a crime or serious conduct unbecoming a Police Chief, the Mayor may place the Chief on paid suspension until a hearing shall be convened, after which the Mayor may, if they consider it appropriate, place the Chief on unpaid suspension pending disposition of any criminal charges or any investigation being conducted by federal or state authorities into their conduct. The Mayor may also place the

Chief on unpaid suspension in accordance with M.G.L. Ch. 268A, § 25. The Mayor and the City shall not be thereafter liable for any obligation of wage payments during such suspension period unless the Mayor's action is properly found to have been arbitrary, capricious and lacking of any reasoned basis.

Section 8 PERFORMANCE EVALUATION

A. Within sixty (60) days of each annual anniversary date of this Agreement, the Mayor may review and evaluate the performance of the Chief.

B. The Mayor will provide the Chief with a written summary statement of the performance evaluation and will provide an opportunity for the Chief to discuss the contents thereof with them for the purpose of improving the overall effectiveness of the Chief in their position.

Section 9 INDEMNIFICATION

The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, arising out of an alleged act or omission occurring in the performances of the Chief's duties as Police Chief of the City, to the extent permitted by law. The City agrees to furnish, at its expense, professional liability insurance for the Chief with liability limits of one million (\$1,000,000.00) dollars.

The City shall not be required to indemnify the Chief for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of the Chief's duties or to be the result of gross negligence or willful, criminal or malicious conduct.

Section 10 PROFESSIONAL DEVELOPMENT

The City recognizes its obligation to the professional development of the Chief, and agrees that the Chief shall be given adequate opportunities to develop their skills and abilities as a public safety administrator; accordingly, the Chief will be allowed to attend the Massachusetts Chiefs of Police recognized training, and International Association of Chiefs of Police training conference each year without loss of vacation or other leave, per availability of funding, and will be reasonably reimbursed by the City for expenses incurred while attending or traveling to the aforementioned conferences, when held in Massachusetts. Mayor approval must be sought for other out-of-state travel and for attendance at other conferences.

The City agrees to pay for the professional dues and subscriptions of the Chief for their continuation in and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional growth and advancement, and for the good of the City, within the discretion of the Mayor and budgetary limits. These include but are not limited to Massachusetts Chiefs of Police Association, the Western Massachusetts Chiefs of Police

Association, the International Associations of Chiefs of Police, and the Franklin County Police Chief's Association.

The City agrees that it shall pay for time, travel and reasonable expenses of the Chief for certifications, courses, trainings, Emergency Medical Technician recertification (if applicable) and seminars that are mutually agreed upon between the Mayor and the Chief, subject to availability of funding.

Section 11 **AUTOMOBILE and CELL PHONE**

The City shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of their duties as Chief and he may utilize said vehicle while acting within the scope of their employment with the City. The Chief agrees to maintain a valid Class D Massachusetts Drivers License during the term of this Agreement.

In recognition that the Chief is on-call 24 hours per day, personal use is permitted within a two hundred (200) mile radius of the City's borders. It is hereby affirmed that any such personal use is not considered to be regular compensation for the purposes of retirement pursuant to PERAC regulations. In the event current interpretations should change which would alter the status of personal use, this provision of the contract shall be modified so as to maintain the compensation exclusion.

The City shall pay the Chief for the use of their personal vehicle in the course of their duties with notice prior to use, when specifically authorized, a mileage allowance as paid generally to other City employees. In addition, the Chief shall be reimbursed for toll and parking expenses incurred in the course of their duties, subject to the availability of funds.

The City shall provide a cell phone for the Chief to be used in connection with the performance of their duties. Personal use of the cell phone will be allowed if it does not result in additional expense to the city for the service required to act within the scope of their employment. Personal use of the cell phone shall be consistent with and in accordance with all City policies and procedures.

Section 12 **INVENTIONS**

The Chief hereby assigns and will promptly disclose and assign to the City, exclusively, all inventions, discoveries, improvements, devices, tools, machines, apparatus, appliances, programs, designs, practices, methods, formulae, products, trade secrets and the like (hereinafter collectively called "inventions"), whether or not directly or indirectly useful in or related to the City's business which they make, originated, conceived or reduces to practice, either solely or jointly with others, during the term of their employment by the City, and the Chief further agrees that during and after the term of their employment by the City, and the Chief further agrees that during and after the term of their employment without charge to the City, but at its expense, they will execute, acknowledge and deliver any and all papers necessary to the City to obtain patents or copyrights for its own

benefit on said inventions in any and all countries, said patents and applications for patents and copyrights and such inventions to remain the property of the City.

SECTION 13 EXTENSION OF TERMS

In the event the position of the Police Chief is removed from Civil Service during the life of this contract, the parties will mutually agree that the effective date of the removal of the position from Civil Service will be upon the execution of a successor contract between the parties. Said successor contract shall detail the rights and powers of the Police Chief and shall include all benefits and guarantees, as presently granted under this Agreement, as allowed by law.

Nothing in this section shall create a guaranty of future employment by the City, and all rights of termination created pursuant to the Agreement shall remain in full force and effect.

SECTION 14 DISABILITY CLAUSE

Nothing contained herein is meant to conflict with the provisions of M.G.L. c.41 s. 111F, state and federal discrimination laws, or the Chief's ability to use sick leave or to apply for a leave of absence.

If, in the reasonable determination of the Mayor, supported by competent medical authority, the Chief shall become unable to perform the essential duties required of them because of serious physical, mental or emotional disability or other incapacity, the Mayor may, upon at least sixty (60) days written notice, terminate their employment. Such notice of termination shall not be effective if prior to the effective date of such notice, the Chief's disability or other incapacity shall no longer prevent them from performing their duties, or a reasonable accommodation has been granted which allows the performance of their duties.

SECTION 15 OTHER EMPLOYMENT

The Chief agrees that they will not engage in outside employment, business ventures, directorships or other public activities without the knowledge of and prior express approval of the Mayor.

SECTION 16 OTHER TERMS and CONDITIONS OF EMPLOYMENT

The Mayor, in consultation with the Chief shall fix any other term and conditions of employment, as they may determine from time to time, relating to the performance of the Chief provided such terms and conditions are not inconsistent with or conflict with the provisions of this agreement, or law.

SECTION 17 MODIFICATION and SEVERABILITY

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties. The Agreement may be amended by a writing signed by the City and the Police Chief and no other mode of amendment shall be effective. This Agreement embodies the entire understanding and agreement between the City and the Police Chief, and no inducement, promise, term, condition or obligation is made or entered into by either party if not set forth herein or incorporated herein by reference.

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts. If the provisions of Mass. Gen. Law. Ann. Ch.31 conflict with provisions of this Agreement, the provisions of Chapter 31 will prevail. If any clause or provision of this contract shall be determined to be illegal or unenforceable by court of competent Jurisdiction, the remainder of this contract shall not be affected thereby. All terms of this Agreement which happen to conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or Federal Laws, are hereby amended to conform to such law. If any paragraph part of or rider to this Agreement is invalid, it shall not affect the Parties.

IN WITNESS WHEREOF, the City of Greenfield, Massachusetts has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested and the Police Chief has signed and executed this agreement, both in duplicate, this 5 day of January, 2022.


Robert H. Haigh Jr., Chief of Police


Roxann D. Wedegartner, Mayor

**ADDENDUM
CONTRACT OF EMPLOYMENT
WILLIAM GORDON**

Pursuant to the terms and conditions of Section 6 of the contract of employment by and between William R. Gordon and the City of Greenfield by its Mayor, the following Addendum shall be attached thereto; namely:

Replace paragraph five (5), Education Level with the following:

The Deputy Chief will receive Incentive Pay as all other officers for their college degree as described Article 11, Section 1, 2 and 3, of the MassCop Local 470 Contract Bargaining Agreement below:

INCENTIVE

SECTION 1. Any employee may receive Incentive Pay as provided in the provisions of Chapter 41, Section 108L of the Massachusetts General Laws established by Chapter 835 of the Acts of 1970 of the Commonwealth of Massachusetts, which provides career incentive salary increases for Police Officers, predicated on the accumulation of points earned toward a Masters (25%), Baccalaureate (20%) or an Associate's Degree (10%), to be pursued in an educational institution accredited by the New England Association of Colleges and Secondary Schools. These payments shall be added to and considered part of base pay as regular compensation.

SECTION 2. New Educational Incentive: Effective July 1, 2022, all current and future employees covered by this Agreement who are ineligible for Police Career Incentive Program or "Quinn Bill" benefits under M.G.L. Chapter 40, Section 108L (the "Quinn Bill" statute), shall be entitled to full "Quinn Bill" equivalent benefits for those who have attained college degrees in Criminal Justice, Sociology, Psychology, Business Management, Social Work or any other degree agreed upon by the City and the Chief of Police. The compensation will be as follows:

- (a) Employees with an "Associates Degree" will be paid a weekly amount equivalent to ten percent (10%) of the employee's base pay.
- (b) Employees with a "Bachelor's Degree" will be paid a weekly amount equivalent to twenty percent (20%) of the employee's base pay.
- (c) Employees with a "Master's Degree" will be paid an amount equivalent to twenty-five percent (25%) of the employee's base pay. in the first payroll period following the date of execution of this Amendment, longevity shall be calculated at:

Add new paragraph at the end of Section 6 with the following:

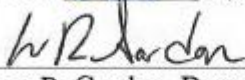
The Deputy Chief will be paid annually, a \$750.00 Physical Fitness Incentive per Article 29, Section 3, of the MassCop Local 470 Contract Bargaining Agreement below without the participation requirement:

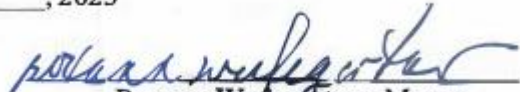
ARTICLE 29, SECTION 3, Physical Fitness Incentive: The City shall establish a voluntary Physical Fitness Incentive Program. Any employee who participates in the annual program and takes and passes the annual physical fitness test shall receive a stipend of seven hundred and fifty dollars (\$750.00).

Section 7, paragraph C, discipline to be replaced with the Memorandum of Understanding (MOU) dated June 20, 2023, Disciplinary Proceedings.

All other terms of the referenced contract remain in full force and effect. This Addendum shall become effective January 1, 2024, regardless of the date executed below.

Dated this 31st day of October, 2023


William R. Gordon, Deputy Chief of Police


Roxann Wedegartner, Mayor



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

GREENFIELD POLICE DEPARTMENT

Robert H. Haigh Jr.

Chief of Police

321 High Street • Greenfield, MA 01301
Phone (413) 773-5411 • Fax (413) 774-6969



Robert H. Haigh Jr.
Chief of Police

RECEIVED NOV 07 2023

Effective January 1, 2024

Memorandum of Understanding

Executed between:

William R Gordon and the City of Greenfield

INCENTIVE

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(a) Employees with an "Associates Degree" will be paid a weekly amount equivalent to ten percent (10%) of the employee's base pay.

(b) Employees with a "Bachelor's Degree" will be paid a weekly amount equivalent to twenty percent (20%) of the employee's base pay.

(c) Employees with a "Master's Degree" will be paid an amount equivalent to twenty-five percent (25%) of the employee's base pay.

SECTION 3. Physical Fitness Incentive: The City shall establish a voluntary Physical Fitness Incentive Program. Any employee who participates in the annual program and takes and passes the annual; physical fitness test shall receive a stipend of seven hundred and fifty 16 dollars (\$750.00). The test is referred to as the "Greenfield Police Department Annual PT Test Format" and shall be found in the Patrol Officer's CBA.

Signed: William R Gordon
William R Gordon – Deputy Chief of Police

Date: 10-31-2023

Signed: Robert H. Haigh Jr.
Robert H. Haigh Jr. - Chief of Police

Date: 10.31.2023

Signed: Roxanne Wedegartner
Roxanne Wedegartner Mayor of Greenfield

Date: 10.31.2023





Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

GREENFIELD POLICE DEPARTMENT

Robert H. Haigh Jr.
Chief of Police

321 High Street • Greenfield, MA 01301
Phone (413) 773-5411 • Fax (413) 774-6969



Robert H. Haigh Jr.
Chief of Police

RECEIVED NOV 6 7 2023

June 20, 2023

Memorandum of Understanding

Executed between:
William R Gordon and the City of Greenfield

Disciplinary proceedings. It is agreed that the Deputy Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by the City of Greenfield and consistent with the terms included in this section.

- (a) The Deputy Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.
- (b) The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Deputy Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Deputy Chief may understand and prepare his defense; and (iv) the range of discipline considered.
- (c) The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Deputy Chief of Police.
- (d) During the hearing, the Deputy Chief of Police shall have the right to be represented by a representative of his/her choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- (e) In its decision, the City of Greenfield shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.

(f) The Deputy Chief of Police shall be provided with a written notice of the findings and decision of the City of Greenfield and such notice shall include the relevant facts and reasons for their findings.

(g) The principles of progressive discipline will apply, and the City recognizes its obligation to provide the Deputy Chief with performance evaluations.

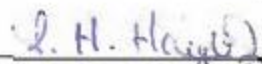
Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

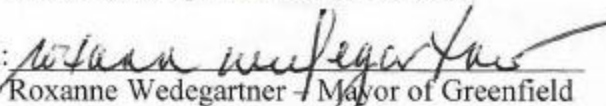
(a) **Single arbitrator.** The Deputy Chief may appeal any discipline, discharge, or non-reappointment to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of this arbitration to be shared equally by both parties.

(b) **District or superior court.** The Deputy Chief may appeal any decision upheld by the arbitrator to: (i) the district court wherein the Chief resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly suspended or discharged.

(c) **Back pay & counsel fees.** In the event of the suspension or discharge of the Deputy Chief, if the arbitrator, or the district court for the judicial district wherein the Deputy Chief resides, or the superior court shall reverse a suspension or discharge and order that the Deputy Chief be reinstated to duty, the Deputy Chief shall be entitled to back pay, benefits and counsel fees.

Signed: 
William R Gordon – Deputy Chief of Police

Signed: 
Robert H. Haigh Jr. – Chief of Police

Signed: 
Roxanne Wedegartner – Mayor of Greenfield

EMPLOYEE CONTRACT

THIS AGREEMENT, made and entered into on the date set forth below, between The City of Greenfield, a Massachusetts municipal corporation, acting by and through the Mayor, and William Gordon, the Deputy Chief of the Greenfield Police Department, WITNESSETH:

WHEREAS the City through the Mayor desires to employ the services of William Gordon as Deputy Chief of the Greenfield Police Department and William Gordon desires to enter upon and continue such employment;

NOW THEREFORE, in consideration for the mutual covenants contained herein, the parties agree as follows:

Section 1 EMPLOYMENT:

The City employs William Gordon and William Gordon hereby accepts employment as the Deputy Chief of the Greenfield Police Department.

Section 2 RECOGNITION OF STATUTES AND ORDINANCES:

All State and Municipal Statutes and Ordinances shall be recognized where they pertain to the Police Deputy Chief's position unless specifically superseded by this agreement or the City of Greenfield.

Section 3 DUTIES:

The Deputy Chief shall perform all duties and functions as specified in the applicable Massachusetts General Laws, rules or regulations of the Commonwealth, the ordinances, rules or regulations of the City of Greenfield, as outlined in the Deputy Chief of Police Job Description (attached hereto as Appendix A), and such other duties and functions as the Mayor shall from time to time legally assign. Such duties shall include, without thereby limiting the foregoing generally, the following:

The Deputy Chief shall assist the Chief in the supervision of the daily operation for the Police Department:

1. The Deputy Chief shall assist in the management responsibility for the day to day operation, services, and activities of the Police Department;
2. The Deputy Chief shall manage and participate in the development and implementation of goals, objectives, policies, and priorities for the assigned programs, and to recommend and administer policies and procedures.

3. The Deputy Chief shall, assist in the monitoring and evaluation of the efficiency and effectiveness of service delivery methods and procedures, recommend, within department policy, appropriate service and staffing levels.
4. The Deputy Chief shall, assist in the planning, directing, coordinating, and review of the work plan for department staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. The Deputy Chief shall issue verbal or written directives to ensure the department is providing efficient and effective policing services.
6. The Deputy Chief shall, participate in the training, motivating and evaluation of department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
7. The Deputy Chief shall, participate in and develops a general understanding of the development and administration of the department's annual budget as it pertains to staffing needs, equipment, materials, and supplies.
8. The Deputy Chief shall, ensure that equipment, safety clothing, apparatus, and supplies are specified, purchased, received, and distributed in an effective manner and consistent with departmental policy.
9. The Deputy Chief shall, respond to major incidents, and in the absence of the Chief, assume role as Incident Commander or other roles as required for the situation.
10. The Deputy Chief shall, when necessary, serve as the liaison for the assigned functions with other departments and outside agencies; participate with community relations; coordinate special community programs; attend community meetings to promote the department's goals and missions and community safety programs.
11. The Deputy Chief shall, develop and maintain lines of communication and cooperation with peers in surrounding local, state, and federal agencies; coordinate joint operations with outside agencies; and mitigate conflicts with other departments or agencies.
12. The Deputy Chief shall, provide responsible assistance to the Chief of Police; conduct organizational and operational evaluations, and recommend modifications to police programs, policies, and procedures as appropriate.
13. The Deputy Chief shall, conduct internal investigations as necessary, and prepare reports of findings, determinations, and recommendations for the Chief of Police.
14. The Deputy Chief shall, attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of law enforcement, and incorporate new developments as appropriate.
15. The Deputy Chief shall, respond to and resolve difficult and sensitive citizen inquiries and complaints; direct and conduct internal affairs investigations and provide for follow-up investigation of citizen complaints as necessary.
16. The Deputy Chief shall, assist in maintaining sound union and management relations, including participating on behalf of management in grievance hearings, collective bargaining meetings, and other union and management meetings or forums.
17. The Deputy Chief shall, ensure the submission of the appropriate data and forms to the proper authority for the purposes of compiling the Uniform Crime Report.
18. The Deputy Chief shall, assume responsibility of the Police Department in the absence of the Chief, and perform related duties as required.

Section 4 HOURS OF WORK:

The Deputy Chief agrees to devote the amount of time and energy which is reasonably necessary for the Deputy Chief to perform the duties under this contract and shall be at least, on average, 37.50 hours per week. The Deputy Chief acknowledges that they are on call twenty-four hours per day. Attendance at evening meetings of the Mayor and other municipal boards and meetings, as well as City Council, as needed, is expected. The Deputy Chief will work an administrative work schedule as determined by and in accordance with the operational needs of the department. It is recognized that the Deputy Chief must devote a great deal of time outside normal office hours to the business of the City, and to that end, the Deputy Chief shall be allowed to work altered hours whenever deemed appropriate by the Mayor, Chief and the Deputy Chief jointly, at such times which will not adversely impact department operations.

If the Deputy Chief will be absent from the City for three (3) business days or more for any reason, they shall notify the Chief. It is understood that in the absence of the Deputy Chief for a full business day when the Chief is also absent, when appropriate, a Superior Officer chosen by the Chief and/or Deputy Chief will serve as the officer in charge of the Department. The Mayor will be notified upon these occasions.

Section 5 TERM:

A. The contract shall be in effect for three (3) years commencing on January 1, 2022, through December 31, 2024.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of the Deputy Chief at any time, subject to the provisions set forth in Section 7 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Deputy Chief to retire and/or resign at any time from their position with the City, subject to the provisions set forth in Section 7, Paragraphs A and B, of the Agreement. In the event the Deputy Chief voluntarily terminates their position with the City before the expiration of the term of this Agreement, they shall give a minimum of sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of this resignation shall be filed with the City Clerk.

Section 6 COMPENSATION and BENEFITS:

The Deputy Chief shall, while employed by the City, be paid in regular weekly or bi-weekly installments which, over their respective fiscal years, shall be as follows:

For the period from January 1, 2022, through December 31, 2022, the weekly rate shall be the following:

Weekly Pay: \$ 2,428.42

(approximate yearly ≈ \$126,277.84)

For the period from January 1, 2023, through December 31, 2023, the weekly rate shall be the following:

Weekly Pay: \$ 2,501.27 (approximate yearly ≈ \$130,066)

For the period from January 1, 2024, through December 31, 2024, the weekly rate shall be the following:

Weekly Pay: TBD

The compensation and benefits provided herein are subject to appropriation.

The Deputy Chief will be paid annually in the first pay period of January in each year, a 2% stipend of their annual base pay for body worn cameras, as is provided to the contingency of all other officers of the department. Base pay to include all base wages (i.e. weekly salary, holiday and longevity combined).

In the event of a permanent vacancy of the Chief of Police position, or a vacancy lasting more than 30 consecutive days, the Deputy Chief will assume the duties of the Chief of Police and receive the same salary and compensation as the Chief of Police. The Deputy Chief will also receive said compensation during any time that they are appointed as Acting or Provisional Chief absent a successor contract agreement with the City. The Deputy Chief will receive said compensation until such time that the Chief of Police returns to active duty or another person is named as the Acting or Provisional or Permanent Chief of Police.

The Deputy Chief will be compensated as all other officers for their qualification on the range in the amount of \$150.00 annually, to be paid in the same period as other departmental personnel.

Should the Deputy Chief attain a degree higher than their present educational level during the life of this contract the parties may negotiate a pay increase as an Addendum hereto. If a degree is other than Criminal Justice it must be in a reasonably relevant field of study to the position held, and will only be granted upon the approval of the Mayor, and upon verification of the degree being awarded from an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

The position of Police Deputy Chief is considered a managerial and confidential position. For the purposes of the FLSA, the Police Deputy Chief shall be deemed an exempt employee. The Police Deputy Chief shall not be entitled to any overtime or compensatory time during the terms of this contract.

The Police Deputy Chief shall be entitled to longevity. Longevity shall be calculated at Three and one-half percent (3½%). Longevity will be paid bi-annually, with half paid in the first pay period in January and half paid in the first pay period in July.

The following will be considered paid holidays unless otherwise specifically excluded: New Years' Day; Martin Luther King's Birthday; Juneteenth; July 4th; Veterans Day; Christmas Day; or the following day when any of the aforementioned days occurs on a Sunday; Presidents Day; Patriots Day; Memorial Day; Labor Day; Columbus Day; Thanksgiving Day; Any additional holidays recognized by the Police Union will also be considered a paid holiday.

The Deputy Chief will receive eight (8) hours' pay for such holidays. Holiday pay will be paid bi-annually with six (6) paid in the first pay period in January for those occurring between January 1 and June 30, and six (6) paid in the first pay period in July for those occurring between July 1 and December 31.

From this total shall be deducted all required taxes and other employee authorized deductions. Said totals include compensation for vacation, sick leave and other pay amounts authorized for time not worked. Compensation for subsequent fiscal years will be the subject of negotiations between the parties prior to the end of each preceding fiscal year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment, and shall become part of this contract. It is provided, however, that by so doing it shall not be considered that the City has entered into a new contract with the Deputy Chief, or that the termination date of the existing contract has been extended.

The Deputy Chief will be allowed to retain their teaching position at the Municipal Police Training Committee. Teaching will not be considered to be on City time if it falls during the normal administrative work schedule. The Deputy Chief is authorized to flex their work schedule to facilitate their attendance.

Except as otherwise agreed in writing, the Deputy Chief shall be entitled to the following benefits: A) pursuant to the Schedule of Benefits for Non-represented (NR) City Personnel attached hereto as Exhibit B; and, B) annual clothing allowance of \$1200.00; and, shall also supply a dress (class A) uniform with badge and all police protection clothing or gear; C) eyeglasses and denture replacements after submission of appropriate receipts evidencing the loss while the Deputy Chief was engaged in performing any police rescue or hazardous duties, provided the loss is reported to Human Resources forthwith; D) communicable disease testing time off if exposed to any communicable disease while on duty, with the time off allowed for testing being the time actually required to be at any medical facility for testing; and E) M.G.L. c.41 s.111F leave and benefits. Benefits shall be calculated based upon an anniversary date of August 2, 1993, the date of appointment as a regular full-time permanent police officer.

Section 7 TERMINATION:

In addition to the provisions as outlined in Section 5, this Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Mayor and the Deputy Chief mutually agree to termination in writing.
- B. The retirement and/or resignation of the Deputy Chief.

C. The Mayor may discipline the Deputy Chief at any time for just cause.

D. In any situation where the Deputy Chief is reasonably suspected of or charged with a crime or serious conduct unbecoming a Police Deputy Chief, the Mayor may place the Deputy Chief on paid suspension until a hearing shall be convened, after which the Mayor may, if they consider it appropriate, place the Deputy Chief on unpaid suspension pending disposition of any criminal charges or any investigation being conducted by federal or state authorities into their conduct. The Mayor may also place the Deputy Chief on unpaid suspension in accordance with M.G.L. Ch. 268A, § 25. The Mayor and the City shall not be thereafter liable for any obligation of wage payments during such suspension period unless the Mayor's action is properly found to have been arbitrary, capricious and lacking of any reasoned basis.

Section 8 PERFORMANCE EVALUATION:

A. Within sixty (60) days of each annual anniversary date of this Agreement, the Mayor may review and evaluate the performance of the Deputy Chief.

B. The Mayor will provide the Deputy Chief with a written summary statement of the performance evaluation and will provide an opportunity for the Deputy Chief to discuss the contents thereof with them for the purpose of improving the overall effectiveness of the Deputy Chief in their position.

Section 9 INDEMNIFICATION:

The City agrees that it shall defend, save harmless and indemnify the Deputy Chief against any tort, professional liability claim or demand or other civil or criminal legal action, arising out of an alleged act or omission occurring in the performances of the Deputy Chief's duties as Police Deputy Chief of the City, to the extent permitted by law. The City agrees to furnish, at its expense, professional liability insurance for the Deputy Chief with liability limits of one million (\$1,000,000.) dollars.

The City shall not be required to indemnify the Deputy Chief for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of the Deputy Chief's duties or to be the result of gross negligence or willful, criminal or malicious conduct.

Section 10 PROFESSIONAL DEVELOPMENT:

The City recognizes its obligation to the professional development of the Deputy Chief, and agrees that the Deputy Chief shall be given adequate opportunities to develop their skills and abilities as a public safety administrator; accordingly, the Deputy Chief will be allowed to attend Massachusetts Chiefs of Police recognized training each year without loss of vacation or other leave, and will be reasonably reimbursed by the City for expenses incurred while attending or traveling to the

aforementioned conferences, when held in Massachusetts. Mayor approval must be sought for out-of-state travel and for attendance at other conferences.

The City agrees to pay for the professional dues and subscriptions of the Deputy Chief for their continuation in and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional growth and advancement, and for the good of the City, within the discretion of the Mayor and budgetary limits. These include but are not limited to Massachusetts Chiefs of Police Association, the Western Massachusetts Chiefs of Police Association, the International Association of Chiefs of Police, and the Franklin County Police Chiefs Association.

The City agrees that it shall pay for time, travel and reasonable expenses of the Deputy Chief for certifications, courses, trainings, Emergency Medical Technician recertification (if applicable) and seminars that are mutually agreed upon between the Mayor and the Deputy Chief, subject to availability of funding.

Section 11 AUTOMOBILE and CELL PHONE:

The City shall provide a vehicle for use by the Deputy Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Deputy Chief in connection with the performance of their duties as Deputy Chief and they may utilize said vehicle while acting within the scope of their employment with the City. The Deputy Chief agrees to maintain a valid Class D Massachusetts Driver's License during the term of this Agreement.

In recognition the Deputy Chief is on call 24 hours per day, personal use is permitted within a two hundred (200) mile radius of the City's borders. It is hereby affirmed that any such personal use is not considered to be regular compensation for the purposes of retirement pursuant to PERAC regulations. In the event current interpretations should change which would alter the status of personal use, this provision of the contract shall be modified so as to maintain the compensation exclusion.

The City shall pay the Deputy Chief for the use of their personal vehicle in the course of their duties with notice prior to use, when specifically authorized, a mileage allowance as paid generally to other City employees. In addition, the Deputy Chief shall be reimbursed for toll and parking expenses incurred in the course of their duties, subject to the availability of funds.

The City shall provide a cell phone for the Deputy Chief to be used in connection with the performance of their duties. Personal use of the cell phone will be allowed if it does not result in additional expense to the City for the service required to act within the scope of their employment. Personal use of the cell phone shall be consistent with and in accordance with all City policies and procedures.

Section 12 INVENTIONS:

The Deputy Chief hereby assigns and will promptly disclose and assign to the City, exclusively, all inventions, discoveries, improvements, devices, tools, machines, apparatus, appliances, programs, designs, practices, methods, formulae, products, trade secrets and the like (hereinafter collectively called "inventions"), whether or not directly or indirectly useful in or related to the City's business which they make, originated, conceived or reduces to practice, either solely or jointly with others, during the term of their employment by the City, and the Deputy Chief further agrees that during and after the term of their employment by the City, and the Deputy Chief further agrees that during and after the term of their employment without charge to the City, but at its expense, they will execute, acknowledge and deliver any and all papers necessary to the City to obtain patents or copyrights for its own benefit on said inventions in any and all countries, said patents and applications for patents and copyrights and such inventions to remain the property of the City.

Section 13 EXTENSION OF TERMS:

Nothing in this section shall create a guaranty of future employment by the City, and all rights of termination created pursuant to the Agreement shall remain in full force and effect.

Section 14 DISABILITY CLAUSE:

Nothing contained herein is meant to conflict with the provisions of M.G.L. c.41 s. 111F, state and federal discrimination laws, or the Deputy Chief's ability to use sick leave or to apply for a leave of absence.

If, in the reasonable determination of the Mayor, supported by competent medical authority, the Deputy Chief shall become unable to perform the essential duties required of them because of serious physical, mental or emotional disability or other incapacity, the Mayor may, upon at least sixty (60) days written notice, terminate their employment. Such notice of termination shall not be effective if prior to the effective date of such notice, the Deputy Chief's disability or other incapacity shall no longer prevent them from performing their duties, or a reasonable accommodation has been granted which allows the performance of their duties.

Section 15 OTHER EMPLOYMENT:

The Deputy Chief agrees that they will not engage in outside employment, business ventures, directorships or other public activities without the knowledge of and prior express approval of the Mayor.

Section 16 **OTHER TERMS and CONDITIONS OF EMPLOYMENT:**

The Mayor, in consultation with the Deputy Chief shall fix any other term and conditions of employment, as they may determine from time to time, relating to the performance of the Deputy Chief provided such terms and conditions are not inconsistent with or conflict with the provisions of this agreement, or law.

Section 17 **MODIFICATION and SEVERABILITY:**

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties. The Agreement may be amended by a writing signed by the City and the Police Deputy Chief and no other mode of amendment shall be effective. This Agreement embodies the entire understanding and agreement between the City and the Police Deputy Chief, and no inducement, promise, term, condition or obligation is made or entered into by either party if not set forth herein or incorporated herein by reference.

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts. If the provisions of Mass. Gen. Law. Ann. Ch.31 conflict with provisions of this Agreement, the provisions of Chapter 31 will prevail. If any clause or provision of this contract shall be determined to be illegal or unenforceable by court of competent Jurisdiction, the remainder of this contract shall not be affected thereby. All terms of this Agreement which happen to conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or Federal Laws, are hereby amended to conform to such law. If any paragraph part of or rider to this Agreement is invalid, it shall not affect the Parties.

IN WITNESS WHEREOF, the City of Greenfield, Massachusetts has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested and the Deputy Police Chief has signed and executed this agreement, both in duplicate, this 5 day of January, 2022.


William Gordon, Deputy Police Chief


Roxann D. Wedegartner, Mayor

[illegible]

YEAR TO DATE - THRU DECEMBER 2023

FOR 2024 06

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0100 General Fund							
132 Reserve Fund							
52 Ordinary Expenses							
01001320 5781 Reserve Fu	75,000	0	75,000	.00	.00	75,000.00	.0%
TOTAL Ordinary Expenses	75,000	0	75,000	.00	.00	75,000.00	.0%
TOTAL Reserve Fund	75,000	0	75,000	.00	.00	75,000.00	.0%
GRAND TOTAL	75,000	0	75,000	.00	.00	75,000.00	.0%

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