

Greenfield City Council
September 21, 2022
233rd Regular Meeting
6:30 p.m.
Hybrid (Joint In-Person/Zoom Attendance)

To join in person:

John Zon Community Center, 35 Pleasant Street, Greenfield

To join via Zoom:

<https://greenfield-ma-gov.zoom.us/j/91656333922?pwd=NUVUby96Mi9ncHMwREtEQld2Zk5DQT09>

Meeting ID 916 5633 3922

To join via phone:

Dial by your location

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

Meeting ID: 916 5633 3922 Passcode: 534241

Find your local number: <https://greenfield-ma-gov.zoom.us/j/91656333922?pwd=NUVUby96Mi9ncHMwREtEQld2Zk5DQT09>

AMENDED AGENDA

1. Call to Order

CHAIRS STATEMENT: This meeting is being recorded by the City Council and GCTV-15. If any other persons present are doing the same you must notify the chairperson at this time. In accordance with MGLc 30A SS 20(g) “No person shall address a meeting of a public body without permission of the Chair and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.”

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

4. Approve of minutes - None
5. Communications from Superintendent of Schools and School Committee
6. Communications from Mayor, City Officers and Employees
7. Communications from other City Employees as needed, by invitation -
 - Fire Chief Robert Strahan
8. Public Comment
9. Public Hearing(s) and Second Reading(s): **(Pg. 4)**
 - Approval to repurpose \$57,955.54 of previously authorized financial orders for parts and repair of transfer station doors.
 - Appropriate \$45,000 from Fund 8400 General Stabilization for establishment expenses of a Public Safety Community Task Force.
 - Appropriate \$1,750,000 for the Construction of the New Fire Station.
 - Rescind Borrowing Authorities for the Construction of the New Library by \$500,000.
 - Appropriate \$500,000 from borrowing for the Construction of a New Fire Station.
10. Motions, Orders, and Resolutions
 - I. Take from table Order no. FY22-155 Appropriate \$175,000 from Fund 8400 General Stabilization for Independent Assessment/Audit of the City of Greenfield's Police Department's Structure, Policies and Practices. **(Pg. 5)**
 - II. Approval to repurpose \$57,955.54 of previously authorized financial orders for parts and repair of transfer station doors. **(Pg. 6)**
 - III. Appropriate \$1,750,000 for Construction of the new Fire Station. **(Pg. 9)**
 - IV. Rescind Borrowing Authorities for the Construction of the New Library by \$500,000. **(Pg. 16)**
 - V. Appropriate \$500,000 from borrowing for the Construction of a new Fire Station. **(Pg. 18)**
 - VI. Resolution of the Greenfield City Council to Agree to Financial Assistance from the United States Department of Agriculture, Rural Development. **(Pg. 19)**
 - VII. Amend Code City of Greenfield Ordinance Chapter 355: Sewer Use. **(Pg. 34)**
 - VIII. Amend Code City of Greenfield Ordinance Chapter 415: Water. **(Pg. 39)**
 - IX. Amend Rules of Procedure §565-8, Rule 8, Order and Disposition of Business, Section A: Agenda, Subsection (1). **(Pg. 42)**
 - X. Mayors Appointments: Board of Health – John Romano; Committee for Review of Charter Sections 7-7 and 7-8 – Danielle Letourneau, Ashley Stempel-Rae; Crossroads Cultural District Committee – Jackson Williams; Health Department Medical Director – Dr. Timothy Lepore. **(Pg. 44)**
 - XI. Vote to Release Executive Session minutes and all related materials from the August 31, 2022, meeting. **(Pg. 55)**
11. Presentation of Petitions and Similar Papers - None

12. Report of Committees

13. Unfinished Business

14. Old Business

15. New Business

First Reading (Pg. 56)

- Repurpose \$3,585,000 from Anaerobic Digester Authorization to a Sludge Dewatering Project.
- Approve Baker's Office Supply invoice payment of \$113.80 from FY23 Assessors Department Budget.

Notice of Proposed Zoning Amendments: (Pg. 80)

- Zoning Amendment to rezone 41 Oak Hill Road; Portion of 75 Oak Hill Road and Parcel R20-10T from General Industry (GI) to Rural Residential (RC).
- Amend Zoning Ordinance 200 7-17: Marijuana Establishments, Marijuana Indoor and Outdoor Cultivation.

16. Motions for Reconsideration

17. Adjournment

EXECUTIVE SESSION MAY BE CALLED

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

PUBLIC HEARING

In accordance with Home Rule Charter, the Greenfield City Council will hold a public hearing on Wed., September 21, 2022, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom:

<https://greenfield-ma-gov.zoom.us/j/91656333922?pwd=NUVUby96Mi9ncHMwREtEQld2Zk5DQT09> Meeting ID 916 5633 3922, to receive public input on the following:

- Approval to repurpose \$57,955.54 of previously authorized financial orders for parts and repair of transfer station doors.
- Appropriate \$45,000 from Fund 8400 General Stabilization for establishment expenses of a Public Safety Community Task Force.
- Appropriate \$1,750,000 for the Construction of the New Fire Station.
- Rescind Borrowing Authorities for the Construction of the New Library by \$500,000.
- Appropriate \$500,000 from borrowing for the Construction of a New Fire Station.

The City Council may consider the same on Wed., September 21, 2022, at 6:30 p.m. at John Zon Community Center, 35 Pleasant St., and Zoom Remote Access: <https://greenfield-ma-gov.zoom.us/j/91656333922?pwd=NUVUby96Mi9ncHMwREtEQld2Zk5DQT09> Meeting ID 916 5633 3922. Materials can be obtained from the City Clerk's Office, 14 Court Sq. from 8:30 a.m.-5:00 p.m., Mon. - Fri. or phone 413-772-1555, x. 6163.

Sheila Gilmour, Greenfield City Council President

City Council – Second Reading- September 21, 2022

- Approval to repurpose \$57,955.54 of previously authorized financial orders for parts and repair of transfer station doors.
- Appropriate \$45,000 from Fund 8400 General Stabilization for establishment expenses of a Public Safety Community Task Force.
- Appropriate \$1,750,000 for the Construction of the New Fire Station.
- Rescind Borrowing Authorities for the Construction of the New Library by \$500,000.
- Appropriate \$500,000 from borrowing for the Construction of a New Fire Station.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL TAKE FROM THE TABLE ORDER NO. FY 22-155 “\$175,000 BE APPROPRIATED FROM FUND 8400 GENERAL STABILIZATION TO FUND AN INDEPENDENT ASSESSMENT / AUDIT OF THE CITY OF GREENFIELD'S POLICE DEPARTMENT’S STRUCTURE, POLICIES AND PRACTICES. AREAS TO BE COVERED INCLUDE, BUT ARE NOT LIMITED, THE FOLLOWING: ORGANIZATIONAL STRUCTURE AND GOVERNANCE; OPERATING POLICIES AND PROCEDURES; DEPARTMENT CULTURE; HIRING AND PROMOTIONAL PRACTICES; PROFESSIONAL STANDARDS AND ACCOUNTABILITY; BUDGETING AND PLANNING” WHICH WAS TABLED AT THE AUGUST 17, 2022, CITY COUNCIL MEETING.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

TAKE FROM TABLE	YES	NO	ABST
CALL THE QUESTION	YES	NO	ABST
MAIN MOTION	YES	NO	ABST

Order no. FY 22-155

The City Council,

Moved that it be ordered,

THE SUM OF \$175,000 BE APPROPRIATED FROM FUND 8400 GENERAL STABILIZATION TO FUND AN INDEPENDENT ASSESSMENT / AUDIT OF THE CITY OF GREENFIELD'S POLICE DEPARTMENT’S STRUCTURE, POLICIES AND PRACTICES. AREAS TO BE COVERED INCLUDE, BUT ARE NOT LIMITED, THE FOLLOWING: ORGANIZATIONAL STRUCTURE AND GOVERNANCE; OPERATING POLICIES AND PROCEDURES; DEPARTMENT CULTURE; HIRING AND PROMOTIONAL PRACTICES; PROFESSIONAL STANDARDS AND ACCOUNTABILITY; BUDGETING AND PLANNING”

Two-thirds Majority Vote (9)

VOTE:

Explanation of supporting rationale:

**CITY of GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

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

Moved that it be ordered,

THAT IT BE ORDERED, THAT THE GREENFIELD CITY COUNCIL APPROVES
REPURPOSING IN THE AMOUNT OF \$57,955.54 OF PREVIOUSLY AUTHORIZED
FINANCIAL ORDERS FOR THE PARTS AND REPAIR OF TRANSFER STATION
DOORS.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
<u>Deerfield Street Ret.Wall:</u>	40184990.5841	\$19,241.60
<u>Silver St.:</u>	40174990.5845	\$24,917.83
<u>Generator:</u>	40181920.5850	<u>\$13,796.11</u>
		Total: \$57,955.54

Majority Vote Required (7).

Vote:

Explanation or supporting rationale:

Balance in Accounts:

Deerfield Street Ret.Wall:	40184990.5841	Balance: \$19,241.60
Silver St.:	40174990.5845	Balance: \$24,917.83
Generator:	40181920.5840	Balance: \$13,796.11

Each of the prior financial order balances being utilized came from a stabilization or the
reserve fund (no borrowing was involved).

Attachments: DPW Superintendent Memo



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

Department of Public Works

Marlo M. Warner II

Director of Public Works
189 Wells Street • Greenfield, MA 01301
Phone 413-772-1528 • marlo.warner@greenfield-ma.gov

July 25, 2022

To: City Council
From: Marlo Warner

Re: Transfer Station Overhead Doors

Dear City Council,

I am requesting funding in the amount of \$ 57,955.54 to repair and replace large overhead doors at the Transfer Station. The source of funding will come from repurposing three previous projects. The balances from these three accounts were voted from stabilization and reserve fund which makes the funds available from previous years.

Deerfield Street Retaining Wall account 4018.4990.5841, \$19,241.60

Silver Street Reconstruction account 4017.4990.5845, \$24,917.83

Generator Replacement account 4018.1920.5850, \$13,796.11

Currently there are two doors that are in disrepair, one is locked in the down position and the other has been secured open. These large overhead doors are commercial grade and approximately 25 years old. The size is specific to our building and will have to be fabricated to fit our building with a 4-8 week wait period for delivery once funding is available. There are some other repairs that need to be done to the openings due to wear.

Thank you for your consideration in advance.

Marlo M. Warner II

Marlo M. Warner II
Director of Public Works

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

07/25/2022 10:07
69071gil

Town of Greenfield
REPURPOSE DPW FINANCIAL ORDERS

P 1
glytdbud

FOR 2022 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4017 FY17 Capital Outlay Orders							
5841 Capital Site Improvements							
<u>40174990 5841 Sidewalks</u>	250,000	0	250,000	250,000.00	.00	.00	100.0%
TOTAL Capital Site Improvements	250,000	0	250,000	250,000.00	.00	.00	100.0%
5845 Capital Site Improvement							
<u>40174990 5845 Silver St</u>	0	450,161	450,161	425,243.17	.00	24,917.83	94.5%
TOTAL Capital Site Improvement	0	450,161	450,161	425,243.17	.00	24,917.83	94.5%
4018 FY18 Capital Outlay Orders							
5841 Capital Site Improvements							
<u>40184990 5841 Retain Wal</u>	62,250	0	62,250	43,008.40	.00	19,241.60	69.1%
TOTAL Capital Site Improvements	62,250	0	62,250	43,008.40	.00	19,241.60	69.1%
5850 Capital Additional Equipment							
<u>40181920 5850 Generator</u>	75,000	-6,995	68,005	54,208.89	.00	13,796.11	79.7%
<u>40184990 5850 SaltBrine</u>	60,000	-18,005	41,995	41,995.00	.00	.00	100.0%
TOTAL Capital Additional Equipment	135,000	-25,000	110,000	96,203.89	.00	13,796.11	87.5%
GRAND TOTAL	447,250	425,161	872,411	814,455.46	.00	57,955.54	93.4%

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

**CITY COUNCIL ORDER
CITY OF GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order

Appropriate \$1,750,000 for New Fire Station

Ordered, that:

The sum of \$1,750,000 be appropriated for the construction of the new Fire Station and to meet said appropriation the sum of \$750,000 is to be transferred from fund 1627 Bond Premium and the sum of \$1,000,000 is to be transferred from Fund 8402 Capital Stabilization.

2/3 vote required (9)

VOTE:

Balance of Capital Stabilization: \$1,094,010.69

Balance of General Fund Portion of Bond Premium: \$768,179.80

(Water is \$145,155.32, Sewer is \$455,654.24 and GCET is \$4,282.11 for a grand total balance of \$1,373,271.57 in Bond Premium).

Rationale: Results of Bid Opening is higher to do construction escalation costs

INFORMATION:

Other Funds Utilized: *Additional \$500,000 from ARPA (total of \$2,000,000 ARPA)
 *USDA Grant of \$987,000
 *See attached funding summary

Attachments:

1. Capital Stabilization Report
2. Bond Premium Reports – balance and breakdown of premium
3. Updated Fire Station Budget as a result of the bid opening.
4. Funding Summary
5. Construction Costs Escalation Article



08/25/2022 18:45
6907lgil

Town of Greenfield
BALANCE SHEET FOR 2023 1

P 1
glbalsht

FUND: 8402 Stabilization - Capital				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<hr/>					
ASSETS					
	8402	1080	Cash Due From Gen Fund	.00	1,094,010.69
			TOTAL ASSETS	.00	1,094,010.69
FUND BALANCE					
	8402	3590	Fund Balance	.00	-1,094,010.69
			TOTAL FUND BALANCE	.00	-1,094,010.69
			TOTAL LIABILITIES + FUND BALANCE	.00	-1,094,010.69
				=====	=====

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



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Town of Greenfield
BALANCE SHEET FOR 2023 1

P 1
glbalsht

FUND: 1627 Bond Premiums				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<hr/>					
ASSETS					
	1627	1080	Due To/From General Fund	-66,288.53	1,373,271.57
			TOTAL ASSETS	-66,288.53	1,373,271.57
FUND BALANCE					
	1627	3590	Fund Balance	.00	-1,439,560.10
	1627	3910	Revenue Control	66,288.53	66,288.53
			TOTAL FUND BALANCE	66,288.53	-1,373,271.57
			TOTAL LIABILITIES + FUND BALANCE	66,288.53	-1,373,271.57
				=====	=====

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

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/GIR 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					49,381.47	
10/9/20 Expenses					(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 Premium	37,831.92	43,668.87	40,444.10	33,093.92	0.00	155,038.81
Expenses	(1,220.08)	(1,408.32)	(1,304.32)	(1,067.28)	0.00	(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					453,002.87 (59,990.00)	
BAN Princ Paydown					(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 Premium 4/29/22	\$379,117.85	\$442,831.21	\$85,832.46	\$152,504.53	\$0.00	\$1,060,286.05
Bond Expenses 04/29/22	(5100,110.16)	(5115,748.99)	(513,835.04)	(528,968.81)	\$0.00	(5258,663.00)
Balance 06/30/22	315,619.53	452,580.37	145,155.32	455,654.24	4,282.11	1,373,271.57
Possible for Fire Station	↓	↓				
		768,179.90				

Greenfield Fire Station Budget Update - August 10, 2022	Budget	Budget Revisions	Adjusted Budget	Anticipated	Cost to Date	Balance	% Expended
Owner's Project Manager							
Design Phase	85,000		85,000	85,000	85,000	0	100.0%
Bidding	30,000		30,000	30,000	15,000	15,000	50.0%
Construction Administration	400,000		400,000	400,000	-	400,000	0.0%
Closeout	20,500		20,500	20,500	-	20,500	0.0%
QPM - Subtotal	\$ 535,500	\$ -	\$ 535,500	\$ 535,500	\$ 100,000	\$ 435,500	18.7%
Architecture and Engineering							
Schematic Design	344,250		344,250	344,250	344,250	0	100.0%
Design Development	210,750		210,750	210,750	210,750	0	100.0%
Construction Documents	372,500		372,500	372,500	353,675	18,625	95.0%
Bidding	77,250		77,250	77,250	-	77,250	0.0%
Construction Administration	272,750		272,750	272,750	-	272,750	0.0%
Budgeted Reimbursible Expenses	125,000		125,000	125,000	84,690	40,310	67.8%
					-		
Architectural/Engineering Subtotal	\$ 1,402,500	\$ -	\$ 1,402,500	\$ 1,402,500	\$ 993,565	\$ 408,935	70.6%
Commissioning Services							
Construction Phase	40,000		40,000	40,000	-	40,000	0.0%
Warranty Phase	10,000		10,000	10,000	-	10,000	0.0%
Commissioning Subtotal	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	0.0%
Permanent Station							
Construction - Adjusted Budget	14,470,000		14,470,000	14,470,000	-	14,470,000	0.0%
Construction Total	\$ 14,470,000	\$ -	\$ 14,470,000	\$ 14,470,000	\$ -	\$ 14,470,000	0.0%
Project Expenses							
Testing & Engineering	50,000		50,000	50,000	-	50,000	0.0%
Utility Backcharges	50,000		50,000	50,000	5,310	44,690	10.6%
Moving & Relocation Expenses	50,000		50,000	50,000	18,874	31,126	37.7%
Misc. Project Expenses	20,000		20,000	20,000	-	20,000	0.0%
Printing Expenses	25,000		25,000	25,000	3,005	21,995	12.0%
Legal Fees	25,000		25,000	25,000	1,598	23,403	0.0%
Project Expenses Subtotal	\$ 220,000	\$ -	\$ 220,000	\$ 220,000	\$ 28,788	\$ 191,212	13.1%
Furnishings and Equipment							
Furniture	500,000		500,000	500,000	-	500,000	
Equipment - Firematic & Kitchen	-		-	-	-	-	
Communications Equipment	-		-	-	-	-	
Technology	115,000		115,000	115,000	-	115,000	0.0%
FF&E Subtotal	615,000	\$ -	615,000	615,000	-	615,000	0.0%
Site Acquisition / Temp Fire Station							
Site Acquisition	1,150,000	\$ (24,000)	1,126,000	1,126,000	969,215	156,785	6.7%
Temp Fire Station	2,000,000		2,000,000	2,000,000	1,456,393	543,607	72.8%
13 Prospect Street Buildout		24,000	24,000	24,000	19,790	4,210	
Extended Time (6 mos @ 50K/Mo)	300,000		300,000	300,000		300,000	
Temporary Station Subtotal	\$ 3,450,000	\$ -	\$ 3,450,000	\$ 3,450,000	\$ 2,445,398	\$ 1,004,602	70.9%
Construction Contingency - 5% of Cons	750,000		750,000	750,000	-	750,000	0.0%
Soft Cost Contingency - 3% of Soft Cost	210,000		210,000	210,000		210,000	
Total Project Budget	\$ 21,703,000	\$ -	\$ 21,703,000	\$ 21,703,000	\$ 3,567,750	\$ 18,135,250	16.4%

CITY OF GREENFIELD
NEW FIRESTATION FUNDING SUMMARY
August 29, 2022

Borrowing

550,000 Voted November 2019
10,000,000 Voted May 2020
5,000,000 Voted December 2020
500,000 *Pending*

Total Borrowing 16,050,000

Bond Premium

1,000,000 Voted December 2020
750,000 *Pending*

Total Bond Premium 1,750,000

Capital Stabilization 1,000,000 *Pending*

ARPA Funds 2,000,000

USDA Grant 987,000

GRAND TOTAL 21,787,000

<https://www.cbre.com/insights/books/2022-us-construction-cost-trends>

2022 U.S. Construction Cost Trends

Rising prices for labor and materials pressuring construction costs

06 Jul 2022 30 Minute Read

Chapters

- [Overview](#)
- [Chapter 1 Introduction](#)
- [Chapter 2 Construction Activity](#)
- [Chapter 3 Supply Chain Disruption](#)
- [Chapter 4 Labor Market Trends](#)
- [Chapter 5 Impact on Materials Costs](#)
- [Chapter 6 Implications for Construction Costs](#)
-

Executive Summary

- A confluence of events—including soaring construction demand, inflation, pandemic-related restrictions, supply chain disruptions, labor shortages and the war in Ukraine—are spurring rising costs and uncertainty across the construction industry.
- CBRE's new Construction Cost Index forecasts a 14.1% year-over-year increase in construction costs by year-end 2022 as labor and material costs continue to rise. Escalation should stabilize to the 2%-4% range in 2023 and 2024, on par with historical averages.
- Overall cost inflation for materials is expected to begin cooling by the end of 2022 and largely return to typical levels by mid-2023. However, given the large number of construction inputs—many of which are often subject to geopolitical risks such as tariffs and sanctions—costs for some materials may remain volatile.
- Supply chain-related disruptions should begin to ease, but ongoing global labor and component shortages will hamper production and logistics capacity. As a result, long lead times and material shortages will likely continue in the short term.

- The construction industry faces numerous labor challenges, including a smaller talent pool in the aftermath of the Great Recession, an aging workforce—one in five workers is currently older than 55—and strong competition from other industries like logistics.
- Labor shortages are expected to persist for the near term, increasing wage pressure. Because construction wage growth has lagged the national average through the pandemic, construction labor escalation is likely to be higher in 2022.
- As demand for new construction projects increases, contractors may be able to pass along higher input costs. The extent to which this happens will depend on how many builders delay or cancel projects due to concerns over input prices, rising interest rates and economic uncertainty.
- Despite headwinds, construction demand is expected to remain strong for the near term. Although the possibility of an economic downturn should be taken seriously, considerable pent-up demand for new construction—including a nationwide housing shortage—and government infrastructure projects should largely sustain activity. As contractor backlogs grow, margins should increase, pushing up total construction costs.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order
To Rescind Borrowing Authorities

Ordered, that:

Upon recommendation of the Mayor, vote to rescind the following borrowing authorization by \$500,000. Revised authorization \$19,041,296

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

Revised Authorization: 19,041,296

Majority vote required

VOTE:

Rationale:

Attachment: Friends of the Library \$500,000 donation.

08/26/2022 17:44
69071gil

Town of Greenfield
NEW LIBRARY CONSTRUCTION GIFT REVENUE

P 1
glytdbud

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL	TRANSFERS/	REVISED				AVAILABLE	PCT
4220 New Library Construction	APPROP	ADJUSTMENTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
<hr/>								
42206100 NEW LIBRARY CONSTRUCTION								
<hr/>								
40 Revenue								
<hr/>								
<u>42206100 4830 Gifts</u>	-500,000	0	-500,000	-500,000.00	.00		.00	100.0%
TOTAL Revenue	-500,000	0	-500,000	-500,000.00	.00		.00	100.0%
TOTAL NEW LIBRARY CONSTRUCTION	-500,000	0	-500,000	-500,000.00	.00		.00	100.0%
TOTAL New Library Construction	-500,000	0	-500,000	-500,000.00	.00		.00	100.0%
TOTAL REVENUES	-500,000	0	-500,000	-500,000.00	.00		.00	

CITY COUNCIL ORDER
CITY of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,
Upon recommendation of Mayor Wedegartner

An Order
For the Construction of a New Fire Station

Moved that it be ordered,

An additional sum of \$500,000 be appropriated for the construction of a new Fire Station, and to meet said appropriation the Treasurer, with the approval of the Mayor, is hereby authorized to borrow said sum of \$500,000, pursuant to Massachusetts General Laws, Chapter 44 or any other enabling statute, and the Mayor is hereby authorized to apply for, contract for, accept and expend any Federal and/or State grants available for this project to be used to reduce the within appropriation, and further, the Mayor is authorized to take any action necessary to carry out the intent and purpose of this project;

And further, in accordance with M.G.L. c. 44, §20, the premium received by the City upon the sale of any bonds or notes hereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for the project shall be reduced by the amount of any such premium so applied.

Two-thirds (2/3) vote required.

Vote:

Explanation

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:

Second by Councilor _____:

The City Council,

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL APPROVES AND ACCEPTS THE ATTACHED RESOLUTION TITLED “A RESOLUTION OF THE GREENFIELD CITY COUNCIL TO AGREE TO FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT”.

Majority Vote Required.

VOTE:

SUPPORTING ATTACHED

**A RESOLUTION OF THE GREENFIELD CITY COUNCIL TO AGREE TO
FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT**

Be it resolved that the Greenfield City Council agrees to accept financial assistance from the United States Department of Agriculture (USDA), Rural Development, in the amount of \$987,000.000, to finance the Fire Station Project. Be it further resolved that the City Council of The City of Greenfield authorizes the Mayor to sign all documents relating to the USDA Rural Development loan and/or grant.

(Rev. 07-20)

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated August 19, 2022, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Greenfield, City of	2. DUNS No. 199690892	3. SAM No.
14 Court Square Greenfield, MA 01301	4. Case No. 25-006-*****1163	
5. Federal Award Identification Number (FAIN)	6. Award Date August 19, 2022	
7. Performance Start Date August 19, 2022	8. Performance End Date August 18, 2025	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 987,000.00	10. Amount of Matching/Other Funds (if applicable) 16,000,000.00	
11. Total Project Cost (Budget Approved Amount) 16,987,000.00	12. Award as Percentage of Total Project Cost 5.8 %	
13. Grantee Contact (Name, Title, Contact Info) Roxann Wedegartner, Mayor	14. Agency Contact (Name, Title, Contact Info) Tricia Anderson, Grants Coordinator	
15. Description of Real Property covered by the grant 33 - 39 Main Street, Greenfield, MA 01301	16. Description of Equipment covered by the grant EMS Response and Healthcare-related AV equipment, Generator	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

- A. Grantee.** The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.
- 1. Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
- a. Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
 - b. Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
 - c. Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
 - d. Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
 - e. Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
 - f. Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 987,000 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section 1.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- ☒ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section 1.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- ☒ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- The performance narrative on the Performance Project Report shall include, but is not limited to, the following:
- i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
 - ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

Equipment. Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

d. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

- i. Activities sponsored by the Agency.
- ii. Activities sponsored by other Federal agencies.

b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :

- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
- ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
- iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. Both Parties. The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Roxann Wedegartner
Name (Please Print)

Mayor
Title (Please Print)

Roxann Wedegartner _____
Signature Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)

Title (Please Print)

Signature Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B

I. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.

- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:
Second by Councilor _____:

The City Council,

Upon recommendation of Mayor Wedegartner

An Order Amending the Code of the City of Greenfield

Moved that it be ordered, that the Greenfield City Council amend the code of the City of Greenfield Chapter 355 - Sewer Use, as written in the strikethrough attached hereto.

And further amend the code, Chapter 355 with the following Global Changes:

- Change “Town” to “City”
- Change “DPW Superintendent” to “Director of Public Works”
- Change “Policy on Water and Sewer Service and User fees” to “Water and Sewer Customer Service Policy”

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

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

§ 355-7. Installation of building sewers.

Building sewers ~~may~~ shall be installed by the ~~DPW or by the~~ owner from the sewer main to the building at the option of the Director. ~~In either case, a~~ A building sewer permit will be required and the pipe and fittings, inclusive of the connecting fitting at the sewer main, shall be furnished by the owner. ~~The DPW shall make the connection at the sewer main. In all cases, t~~ The owner shall excavate, backfill, and restore the site. All new services will require an inspection from the DPW prior to burial.

§ 355-11. Installation requirements

- A. All single-family dwellings shall have a minimum ~~six~~ four-inch diameter building sewer. All dwellings of more than one family shall have a building sewer of a size acceptable to the Director.
- C. The minimum slope of a ~~six~~ four-inch building sewer shall be 0.005 foot per foot or approximately 1/16 inch per foot. In cases where physical limitations necessitate a flatter slope, the Director shall be consulted.

D. ~~All cellar drains shall be fitted with an accessible backflow prevention (commonly referred to as “backwater” or “flapper”) valve to preclude sewage from backflowing from a plugged main or building sewer into the dwelling.~~

Renumber subsections E through I

§ 355-14. ~~Grease, oil, and sand interceptors~~Fats, oils and grease traps / interceptors.

~~Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director, such are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Director and shall be located so as to be readily and easily accessible for cleaning and inspection. All restaurants and institutional kitchen facilities with seating capacity greater than 25 seats shall install and properly maintain outside buried grease interceptors (traps) on the kitchen flow stream. The tanks shall provide a minimum of twenty four hour kitchen flow detention time, but in no case be smaller than 1,000 gallons.~~

A. PURPOSE

The purpose of this Regulation is to protect residents, businesses and the environment within the City of Greenfield from blockages of the City’s Sewer System caused by the accumulation of fats, oils and grease in the sewer system discharged from restaurants, food service establishments, and institutional kitchen facilities. These blockages can cause backups and overflows into residences and other buildings, and the environment, and are a serious health concern.

B. DEFINITIONS

248 CMR – Massachusetts State Plumbing Code Regulations.

AGENT - Any duly authorized agent of the Greenfield Department of Public Works (DPW).

DISCHARGE LIMIT – One hundred (100) milligrams of Fats, Oils, and Grease per liter of wastewater or equivalent concentration that can cause a blockage to the municipal sewer system.

FOG (Fats, Oils, Grease) – Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules.

FOG PRETREATMENT SYSTEM – Consists of an internal grease trap and/or an external grease interceptor.

FOOD SERVICE ESTABLISHMENT – Includes, but is not limited to, any facility preparing and/or serving food for commercial or institutional use or sale. This includes restaurants, cafes, lunch counters, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation and packaging, meat cutting and preparation (excluding grocery stores with only food warming operations), meat packing facilities and other food handling facilities not listed above where fats, oil and grease may be introduced into the municipal sewer system.

GREASE – A material, either liquid or solid, composed primarily of fat, oil, and grease (FOG), from animal and vegetable sources. In food service, there are two types of waste FOG generated during food preparation and cleaning processes; Brown Grease is grease that is recovered from grease traps and interceptors. Yellow Grease is inedible oil and grease that comes directly from fryers and other cooking equipment.

GREASE TRAP – A grease control device which is used to serve individual fixtures (internal unit). The device is located adjacent to or in close proximity to a kitchen fixture, and is designed to collect, contain or remove food wastes and grease from the kitchen waste stream, allowing the liquid portion to discharge to the sewer system.

GREASE INTERCEPTOR – A multi-compartmented device (external unit) located underground and outside of a food service establishment designed to collect, contain and remove food wastes and FOG from the kitchen waste stream, while allowing the liquid portion to discharge to the sewer system. FOG is separated from the kitchen waste stream by gravity as it moves from one compartment to another.

NONCOMPLIANCE FEE – Fee assessed for failure to comply with the requirements of this Regulation.
PERMITTED WASTE HAULER – Any waste hauler issued a valid permit by the Greenfield Board of Health to dispose of FOG and/or sanitary septage.

SUBSTANTIAL RENOVATIONS – Any renovation to a Food Service Establishment that would increase the number of permitted seating capacity or would alter in any way the kitchen facility.

WASTE GREASE OR OIL – Leftover grease or oil generated by a Food Service Establishment during the cooking process.

C. GENERAL PROVISIONS

(1) A Food Service Establishment or other facility that generates FOG as a by-product shall install a suitable FOG Pretreatment System that conforms to state regulations 248 CMR 10.09(2), properly treats discharge not to exceed the discharge limits set by this Regulation (100mg/l) and gets the approval of the Greenfield DPW.

(2) All establishments for which this Regulation applies, new or existing, are required to file with the Greenfield DPW a schematic drawing of the wastewater system for their facility that includes all equipment and drains (including floor drains) that are connected to the sewer system. In addition, a list of equipment, maximum flow rates and equipment manufacturer's specification must be also provided. These documents must be updated upon any renovations or new installations to be kept on record with the Greenfield DPW.

(3) The Greenfield DPW may at any time require the installation, upgrade and/or relocation of a FOG Pretreatment System, as deemed necessary to maintain any sewer pipe from obstructions caused by waste grease or oil. The establishment shall be responsible for any and all costs for installing and maintaining said system.

(4) Any newly built Food Service Establishment or those undergoing Substantial Renovations shall install an External Grease Interceptor, with a minimum 1,500-gallon capacity, or an Internal Grease Trap. Any Food Service Establishment with seating capacity greater than 25 seats shall be required to install and properly maintain an External Grease Interceptor. Either pretreatment system must be sized according to the manufacturer and in compliance with 248 CMR and must be located so as to be readily and easily accessible for cleaning and inspection.

(5) Internal Grease Traps shall be inspected, serviced and cleaned at least monthly by a professional drain cleaner, licensed plumber or Permitted Waste Hauler. The Greenfield DPW may amend the frequency for Internal Grease Trap cleanings and maintenance.

(6) An External Grease Interceptor shall be pumped, inspected and serviced by a Permitted Waste Hauler at least every three (3) months or at a frequency deemed necessary to prevent any potential blockage.

(7) A copy of "The Grease Trap/Interceptor Maintenance Log" shall be kept onsite and maintained relative to the operation/maintenance of any FOG Pretreatment System. This log shall be readily accessible for review by a City Agent.

(8) All pumping and hauling records shall be properly maintained on a regular basis and readily accessible for review by a City Agent.

(9) Waste Grease and Oil shall not be disposed by means of the sanitary sewer. Waste Grease and Oil shall be collected in an appropriate container from an approved vendor, and stored on the premise in a location deemed acceptable to the Greenfield Board of Health and Greenfield DPW. The container shall be stored on an impervious surface, such as concrete or pavement, and in a sheltered area to prevent entry of precipitation and vermin. While stored, the container must be sealed and the surrounding area kept in sanitary conditions at all times.

(10) All temporary food service establishments and events that use, generate, or store FOG will be required to have a written FOG management plan before a temporary food service permit will be issued.

D. RESTRICTIONS AND PROHIBITIONS

- (1) Sink water temperatures shall not exceed 140 degrees Fahrenheit.
- (2) Dishwashers shall be discharged through an Internal Grease Trap or External Grease Interceptor per the requirements of 248 CMR 10.09, regardless of water temperature.
- (3) Food waste grinders are not allowed to be connected to an Internal Grease Trap or External Grease Interceptor per 248 CMR 10.09.
- (4) The use of emulsifying agents such as solvents, acids and caustics, and other toxic and or hazardous chemicals, and petroleum products known to have uses as a de-clogger or degreaser is prohibited.
- (5) The use of bacterial or enzymatic treatments to improve discharge flow is prohibited, except in certain cases prior approval may be obtained from the Greenfield DPW. Any such usage shall not be a substitution for adequate maintenance.

E. INSPECTIONS

- (1) Inspection of cleaning and maintenance records for all Waste Grease or Oil removal and treatment systems shall be part of regular inspection of a Food Service Establishment. A Food Service Establishment inspection may be unannounced but occur during regular business hours.
- (2) Records pertaining to removal and treatment of Waste Grease or Oil shall be maintained by the owner or operator within the premise of the Food Service Establishment for no less than two (2) years. Upon request by a City Agent, a Food Service Establishment owner or operator shall furnish all records required to enforce and monitor compliance with this Regulation.
- (3) During an inspection, a City Agent may apply oil-soluble dyes to the waste stream to identify (by color) the FOG of any given establishment in order to determine if said establishment may be a cause of a failure or obstruction in a sewer pipe.
- (4) A City Agent may inspect any Food Service Establishment, with reasonable cause, suspected of exceeding a Discharge Limit for their wastewater.

F. CORRECTIVE ACTIONS

- (1) The Greenfield DPW may order the installation of a FOG Pretreatment System, included but not limited to an Internal Grease Trap or an External Grease Interceptor, if a Food Service Establishment is found to have caused, or likely to cause, a blockage to the municipal sewer system.
- (2) Newly built Food Service Establishments or those undergoing Substantial Renovations shall install the appropriate FOG Pretreatment System according to this Regulation in conjunction with the overall construction project. Locations of grease traps and interceptors must comply with 248 CMR 10.09(2)(a)(b)(c).
- (3) All Food Service Establishments shall install an Internal Grease Trap or an External Grease Interceptor within one (1) year of the adoption of this Regulation.

G. VARIANCES AND WAIVERS

- (1) A request for a variance or waiver shall be applied for in writing from the Greenfield DPW. The reasons for the request must be clear and specific. Any variance or waiver allowed by the Greenfield DPW shall be issued in writing. Any denial of a variance or waiver request shall also be issued in writing and shall contain a statement of the reasons for a denial. Any such approval or denial shall be made within thirty (30) days of receipt of the request.
- (2) Adequate documentation, which includes but is not limited to an on-going Waste Grease or Oil service program, logs from a Permitted Waste Hauler, and the absence of any sewer pipe blockage incident may serve as evidence for granting a waiver or variance pursuant to Part G, Section (3) of this Regulation.
- (3) The Greenfield DPW may grant a waiver or variance from the requirements of this Regulation for:
 - (a) Operation and maintenance (O&M) frequencies. Any application for an O&M variance must be accompanied by a written letter from the Food Service Establishment's O&M contractor and system provided.
 - (b) The type of FOG Pretreatment System required; or

- (c) The imposed time frame for correcting a violation.
- (4) Any request for a variance for a Food Service Establishment to use an alternative method, system or product that does not comply with 248 CMR 3.00 through 10.00 must additionally apply, and receive in advance, a variance from the State Board for Plumbers and Gas Fitters pursuant to 248 CMR 3.04(2).
- (5) Financial hardship is not in itself proper grounds for a variance or waiver request.

H. VIOLATIONS AND PENALTIES

- (1) Written notice of a violation of this Regulation shall be given to the owner and operator of a Food Service Establishment by a City Agent, specifying the nature, time, and date of the violation, and any preventative measure required to avoid future violations, and the time frame for completing any necessary corrections.
- (2) Continued noncompliance with any requirement of this Regulation or failure to correct an existing violation may result in a Noncompliance Fee per day of violation retroactive to the start of the noncompliance. Noncompliance Fees shall be specified in the City's Water and Sewer Customer Service Policy.
- (3) Any person that violates this Regulation shall be liable for any expense incurred by the City as a result of such violation, including but not limited to, any or all of the following costs: legal costs or fees; administrative fees; loss; disposal, cleanup or maintenance fees; penalties; or damages.
- (4) The City of Greenfield may enforce the provisions of this Regulation by any and all civil and equitable procedures.

§ 355-15. Connection to public sewer.

The connection of the building sewer into the public sewer or private sewer main as specified in § 355-5 shall conform to the requirements of the Massachusetts State Plumbing Code and applicable rules and regulations of the DPW. ~~The DPW shall make all such connections.~~ All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

§ 355-49. Connection and maintenance fees and services.

- A. Annually, the Director shall review and establish fees for the following:
- (1) New sewer service.
 - ~~(2) Repair of sewer service.~~
 - ~~(3) Replacement of sewer service.~~
 - ~~(42) Sewer services without operable access points~~ Trap plunging or flushing on services with traps.
 - ~~(53)~~ Routine service cleanings.
 - ~~(64)~~ Freeing a blocked service.
 - ~~(7) Freeing a blocked public main.~~
 - ~~(8) Inspection for leaks.~~
 - ~~(95)~~ All overtime work.
 - ~~(106)~~ Miscellaneous service calls.
- B. The fees for the above will be set forth in the Policy on Water and Sewer Service and User Fees.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____:
Second by Councilor _____:

The City Council,

Upon recommendation of Mayor Wedegartner

An Order Amending the Code of the City of Greenfield

Moved that it be ordered, that the Greenfield City Council amend the code of the City of Greenfield Chapter 415 - Water, as written in the strikethrough attached hereto.

And further amend the code, Chapter 415 with the following Global Changes:

- Change “Town” to “City”

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

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

Chapter 415. Water

§ 415-10. Classes of permit applications; fees.

Application fees shall be reviewed periodically by the Director and set forth in the City's Water and Sewer Customer Service Policy.

A. There shall be two classes of water permit applications:

(1) Residential: living units that use water for domestic purposes. ~~The permit and _____ application fee shall be \$100, payable to the Town of Greenfield by check.~~

(2) Nonresidential and water main construction and/or extension. ~~The fee shall be _____ \$250, payable to the Town of Greenfield by check.~~

§ 415-11. Limitations on scheduling connections.

B. In general, new water service connections will not be scheduled on ~~Monday,~~ Friday, and days immediately preceding or following holidays; July 4, November 11, or

the day following when said holidays occur on Sundays or the day preceding if said holidays occur on a Saturday; also the third Monday in April, the last Monday in May, the first Monday in September, and the second Monday in October.

§ 415-14. Owner's responsibility for new service.

The owner is responsible for the installation of a new water service line from the main to the owner's place of use. This work shall include tapping of the main for services over 2 inches in diameter, installation of the service and associated valves, etc., installation of the water meter, and site restoration. Services 2 inches and smaller shall be tapped by the City.

§ 415-23. Notice of abandonment of water services; charge.

The owner of a building that is to be demolished or abandoned shall give the Department of Public Works ~~seven days~~48 hours notice of the date on which the owner ~~wishes~~is scheduled to have the water service to the building permanently disconnected at the main. ~~The Town will do this disconnection at no charge to the owner.~~ An application to disconnect water service shall be filed with the DPW. The disconnection shall be done by a qualified contractor at the owner's expense and must be inspected by the DPW prior to backfilling.

§ 415-25. Work done by owner; meter provided by ~~Town~~City.

D. The ~~Town~~City will provide ~~and install the water meter, deliver and backcharge owners~~ for water meters 1.5 inches and smaller. The owner shall install the provided meter. When new services are installed requiring water meters larger than 1.5 inches ~~or larger~~, the meter must be supplied and installed by the owner. The meter shall meet ~~Town~~City specifications and must be inspected and sealed by the ~~Town~~City of Greenfield.

§ 415-37. Leaking services.

Upon the detection of a leak in the water service line, the ~~Town~~City will repair or replace the service at no cost to the owner; from the water main to the curb box. The owner is responsible for repair or replacement of the service from the curb box to the building.

§ 415-39. Galvanized lines.

If a galvanized line is leaking, the entire stretch (house to curb or curb to main) must be replaced, not repaired. ~~This work will be done by the Town at no cost to the owner.~~

§ 415-41. Thawing of frozen service lines.

The ~~Town~~City will thaw a service frozen between the main and the house to the discharge side of the meter for services less than 100 feet in length. The ~~Town~~City may hire a contractor to perform this work. There is no charge for the first thawing. If the service freezes a second time, the ~~Town~~City will charge for labor and equipment.

§ 415-67. Purchase, installation and ownership.

The meter and associated materials shall be supplied and installed by the Town and remain property of the Town. If the service is larger than 1.5 inches ~~or larger~~, the owner shall be responsible for the purchase and installation of the meter and the meter shall become property of the Town at the time the water service is turned on. The owner shall provide a shutoff valve at the meter inlet. This shall be the first fitting inside the service building. On the discharge side of the meter the owner will place the appropriate

backflow prevention device and then a stop valve in order to facilitate the removal of the meter. There shall be one meter per service and one service per building. Condominium owners, see § 415-78.

§ 415-72. Access to meters.

| Authorized employees of the [TownCity](#) shall have access to primary meters for reading, testing, repairing, and calibrating. The property owner shall maintain the water meter and entrance valve free from rubbish or other materials which may obstruct access by [TownCity](#) employees. [The City shall have the right to shut off water in accordance with § 415-62 if the owner refuses access to the water meter.](#)

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 AMEND THE CITY COUNCIL RULES OF PROCEDURE §565-8, RULE 8, ORDER AND DISPOSITION OF BUSINESS, SECTION A: AGENDA, SUBSECTION (1) TO ADD TEN (10) MINUTES TIME FOR COMMUNICATIONS WITH THE MAYOR AND SUPERINTENDNET OF SCHOOLS AND SCHOOL COMMITTEE.

Majority Vote Required.

VOTE:

Explanation of supporting rationale:

Excerpt from June 8, 2022, Appointments & Ordinances meeting:

Chairperson Guin opened discussion on the following proposed amendment: § 565-8. Rule 8, Order and Disposition of Business.

A. AGENDA

(1) At every regular meeting of the City Council the order of business shall be as follows:

(1) Public Comment

(2) Call To Order

(3) Roll Call Of Members

~~(4) Pledge Of Allegiance (Voluntary)~~

~~(5) Approval Of Minutes From Previous Meeting~~

(6) Communications From Mayor, ~~City Officers And Employees~~ **(10 minutes)**

(7) Communications From Superintendent Of Schools And School Committee **(10 minutes)**

~~(8) Communications From Other City Employees As Needed, By Invitation~~ **city officials as invited by the chair (10 minutes)**

(9) Public Hearings

(10) Motions, Orders, And Resolutions

(11) Presentation Of Petitions Or Similar Papers

(12) Reports Of Committees

(13) Unfinished Business

(14) Old Business

(15) New Business

(16) Motions For Reconsideration

Comments included:

- Rationale was provided on the proposed amendments.
- The Pledge of Allegiance was not considered a mandatory gesture to perform at Council Meetings.
- Public Comment, if moved to the first item on the agenda, would occur before the meeting was officially called.
- Suggestion was made to have public comment before communications from City officials.
- Limiting the time for City Officials to speak could be beneficial to the Council who would hear key points instead of a long itinerary.

MOTION: On a motion by Councilor Bullock, second by Councilor Gilmour, it was unanimously, **VOTED:** TO FORWARD A POSITIVE RECOMMENDATION: TO KEEP THE DISPOSITION OF BUSINESS IN RULE 8, SUBSECTION A(1) AS WRITTEN AND ADD THE TEN (10) MINUTES TIME FOR THE COMMUNICATIONS WITH THE MAYOR AND SUPERINTENDENT OF SCHOOLS.

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Moved that it be ordered,

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

Board of Health – John Romano, Term to Expire June 30, 2023 (short term to replace Nancee Bershof)

Committee for Review of Charter Sections 7-7 and 7-8 - Danielle Letourneau and Ashley Stempel-Rae,
Term to Expire upon project completion.

Crossroads Cultural District Committee – Jackson Williams, Term to Expire upon project completion.

Health Department Medical Director – Dr. Timothy Lepore, (Term duration not applicable.)

Majority Vote Required.

VOTE:

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



City of
GREENFIELD, MASSACHUSETTS
OFFICE OF THE MAYOR

MEMO

TO: Sheila Gilmour, City Council President
Dan Guin, City Council Vice President
FROM: Mayor Roxann Wedegartner
DATE: August 25, 2022
RE: September Appointments to City Boards and Commissions -

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

Appointments:

- John Romano; Board of Health; June 30, 2023 (short term to replace Nancee Bershof)
- Danielle Letourneau; Committee for Review of Charter Sections 7-7 and 7-8; Project Duration
- Ashley Stempel-Rae; Committee for Review of Charter Sections 7-7 and 7-8; Project Duration
- Jackson Williams; Crossroads Cultural District Committee; Project Duration
- Dr. Timothy Lepore; Medical Director, Health Department; Not applicable

A handwritten signature in blue ink that reads "roxann wedegartner".

Mayor Roxann Wedegartner

John L. Romano

16 Prospect Street, Greenfield, MA 01301

(781) 879-3508

John.Romano@BaystateHealth.org

LEADERSHIP

WORCESTER FREE CLINIC COALITION

Worcester, MA

Co-President

December 2018 – June 2022

- Developed and implemented strategies to help staff, fund and support free medical programs ("free clinics") in Worcester through this organization comprised of leadership from Greater Worcester's seven free medical programs that serve un- and under-insured patients at no cost to patients
- Expanded interpreter services by recruiting volunteer licensed interpreters, receiving funding from UMass Memorial for over-the-phone interpretation, and becoming a site for community-based learning language courses at Holy Cross
- Increased publicity for Worcester's free clinics by publishing a Q&A in Worcester Magazine, establishing a quarterly newsletter in Worcester Medicine, and creating a communications team
- Improved operations by standardizing medical forms across clinics and overhauling our leadership structure, including a revamp of reporting structure to increase accountability
- Developed vision and began formation of a new non-profit entity with representation from each clinic in our coalition and established task force to develop bylaws and apply for 501c3 status (still in progress, new organization to be called "Worcester Free Care Collaborative") with the goal of increasing our access to funding opportunities; received 1,500\$ in seed money from UMass Medical School Community Benefits Office
- Transitioned one clinic from paper records to AthenaHealth EMR with plans for expansion to our remaining clinics made possible by earning funding from UMass Medical School, the Massachusetts Medical Society, and an MLK Service Award totaling 11,500\$ and EMR donation through AthenaGives
- Implemented IRB-approved study of EMR pilot at one clinic to ensure students are meeting educational objectives in EMR competencies and to ensure EMR use in free clinics does not contribute to provider burnout
- Oversaw telehealth clinic and implementation of EMR for telehealth visits during COVID-19 crisis
- Established a pipeline with Stand Up for Kids Worcester to ensure children experiencing homelessness know of our services

PARTNERS HEALTHCARE

Boston, MA

Operations Consultant – Division of Clinical Research

March 2018 – July 2018

- Developed new onboarding standards for research coordinators in the clinical research office at Mass. Eye and Ear
- Identified lapses in training and developed new training materials and metrics to ensure continued competency among research coordinators
- Created a handbook for all research personnel listing the standard operating procedures for all research tasks
- Created a local intranet page to centralize and organize resources critical to performing research
- Implemented structured feedback for research coordinators to promote growth and development of employees

EXECCONNECT FOR STUDENT SUCCESS

Boston, MA

Chief Operating Officer

May 2015 – May 2018

- Recruited mentors for a non-profit organization seeking to help community college students transfer to 4-year schools
- Doubled the size of the pool of mentees (community college students) through new recruitment tactics
- Forged new partnerships with local community colleges and corporations, including Roxbury Community College and the YMCA
- Personally mentored four students who were accepted to their first choice universities, including UMass Amherst Honors College
- Earned funding for the non-profit through fundraising and competing in pitch competitions University of Chicago Booth School of Business and the University of Pennsylvania

ENVIRONMENT MASSACHUSETTS

Boston, MA

Campaign Organizer

May 2016 – August 2016

- Collected over 500 petition signatures, 20 physician endorsements, and 15 letters of support from elected officials for a resolution to encourage Senator Warren to act in Congress to address the multi-million-dollar backlog of repairs to America's public lands and national parks and to ensure these lands remain in public hands rather than being privatized
- Worked with 5 city council groups who signed resolutions in support of this measure
- Recruited environmental student groups at BU and MIT to help gather signatures and contact elected officials
- Presented these materials Senator Warren's staff which culminated in a speech by Senator Warren on Congress floor urging congress to support the resolution to address this repair backlog and protect public lands

John L. Romano

16 Prospect Street, Greenfield, MA 01301

(781) 879-3508

John.Romano@BaystateHealth.org

RESEARCH

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

Worcester, MA

Summer Research Assistant—Dr. Paul Greer, Molecular Medicine in Neurobiology

May – August 2019

- Performed basic science techniques such as FISH, gel electrophoresis, PCR, and confocal microscope imaging to further investigations into the pathogenesis of ALS and Alzheimer's disease
- Created a macro to automate the process of concurrently quantifying three separate fluorescent markers within hundreds of individual cells from confocal images of different tissue types, saving hundreds of hours of manual image quantification
- Presented poster at end-summer research colloquium at the University of Massachusetts Medical School

MASSACHUSETTS EYE AND EAR INFIRMARY

Boston, MA

Study Coordinator – Ophthalmology Clinical Research Office

Aug. 2016 – March 2018

- Duties included: managing regulatory requirements, patient recruitment, enrollment, and data collection for 12 research studies; consenting patients; scheduling clinic visits and procedures; instilling eye drops and taking anterior and posterior segment eye photographs; performing lab procedures such as blood centrifugation and buffy coat isolation; and handling, shipping, and storing biohazards
- Independently conducted a study in the emergency ward to determine the feasibility of using telemedicine to diagnose urgent ophthalmic complaints, resulting in writing an abstract for a yearly research conference (The Association for Research in Vision and Ophthalmology Conference) and being awarded a poster presentation as the first author
- Updated training protocols for new research coordinators, including creating subject and study documentation trainings

BRIGHAM AND WOMEN'S HOSPITAL

Boston, MA

Clinical Research Data Coordinator – Radiation Oncology

May 2015 – March 2016

- Extracted data from over 800 medical records for a database advancing research on the individualization of cancer care
- Screened new patients for clinical trial eligibility on prospective MRI protocol, obtained informed consent from patients
- Collaborated with research team to evaluate study design, discuss research progress, and refine data collection process

AMERICAN INSTITUTES FOR RESEARCH

Waltham, MA

Research Fellow – National Center on Family Homelessness

May 2014 – August 2014

- Gathered homelessness data through research and interviews for the report "America's Youngest Outcasts"
- Acknowledged in the "America's Youngest Outcasts" report for exceptional data accuracy
- Interviewed transitional housing program staff in order to inform a guide of best practices for national distribution

COMMITTEE MEMBERSHIPS

WORCESTER DISTRICT MEDICAL SOCIETY

Worcester, MA

Delegate to the Massachusetts Medical Society

2020 – 2022

Legislative Committee – Member

2020 – 2022

Membership Committee – Member

2020 – 2022

Public Health Committee – Member

2020 – 2022

MASSACHUSETTS MEDICAL SOCIETY

Waltham, MA

Committee on Information Technology – Member

2020 – 2021

Committee on Geriatric Medicine – Member

2021 – 2022

PUBLICATIONS

POSTER PRESENTATIONS

Romano J, Lo K, Grob S, Bains U, Hymowitz M, Pasquale L, Lorch A. Design and Evaluation of a Telemedicine Program for Diagnosis of Urgent Ophthalmic Complaints. Investigative Ophthalmology & Visual Science June 2017, Vol.58, 5065. Poster presented at: ARVO 2017; May 7-11; Baltimore, MD.

PUBLISHED MANUSCRIPTS

Brigham and Women's Hospital

John L. Romano

16 Prospect Street, Greenfield, MA 01301

(781) 879-3508

John.Romano@BaystateHealth.org

Author 2 of 11: Modified frailty index as a predictor of... survival in... SBRT. DOI: <http://dx.doi.org/10.1016/j.ijrobp.2016.06.1760>

Author 4 of 13: Inter-scan and inter-observer tumour volume delineation variability...for early-stage...cancer. PMID: 27709803

Author 5 of 10: Associations of radiomic data...in lung cancer patients treated with SBRT. PMID: 28046060

Author 5 of 12: Lymph node volume predicts survival but not nodal clearance in stage IIIA-IIIB NSCLC. PMID: 28426673

Author 5 of 13: Radiologic-pathologic...response to chemoradiation in...advanced NSCLC. PMID: 27987576

Author 6 of 9: CT-based radiomic analysis of SBRT patients with lung cancer. PMID: 27296412

Massachusetts Eye and Ear Infirmary

Author 6 of 8: Rapid Detection and Identification of Uveitis Pathogens by Qualitative Multiplex Real-Time PCR. PMID: 29372257

Author 5 of 10: Correlation of Immunological Markers with Disease and Clinical Outcome Measures in Patients with Autoimmune Retinopathy PMID: 32832222

PRINT AND ONLINE MEDIA

Author: "A Little Trust", The Newsletter of the American College of Correctional Physicians, Volume 24, Issue 1, Spring 2021, Pages 6, 13

Co-Author: "An Introduction to The Greater Worcester Free Medical Consortium" Worcester Medicine, May/June 2019

https://www.wdms.org/wp-content/uploads/2020/08/WOMED0519_Final.pdf

Guest Interviewee: "Q&A Worcester Free Clinic Coalition", Worcester Magazine, July 4 2019

<https://www.worcestermag.com/news/20190702/last-call-with-filia-van-dessel-and-john-romano-of-worcester-free-clinic-coalition>

Author: Various Letters to the Editor and Guest Commentaries in Support of Public Land Conservation

<https://www.recorder.com/Opinion/Letters/Letter-Parks-important-1199418>

<https://arlington.wickedlocal.com/news/20160410/guest-commentary-battle-road-national-park-system-are-treasures>

<https://www.berkshireeagle.com/stories/letter-our-states-public-lands-must-stay-in-public-hands,198996>

<https://www.capecodtimes.com/article/20160328/opinion/160329640>

Acknowledgment: "America's Youngest Outcasts", American Institute of Research, National Foundation on Family and Child Homelessness, November 2014

<https://www.air.org/sites/default/files/downloads/report/Americas-Youngest-Outcasts-Child-Homelessness-Nov2014.pdf>

AWARDS, GRANTS, AND SPONSORSHIPS

PISACANO LEADERSHIP FOUNDATION SCHOLAR

August 2021

- Selected as a Pisacano Scholar by the Pisacano Leadership Foundation—The Leadership Foundation of the American Board of Family Medicine—which is awarded to a "very select group of students who have been identified as future leaders in the field of Family Medicine"; awarded 28,000\$ scholarship

MARTIN LUTHER KING JR. SERVICE AWARD

January 2020

- Wrote proposal and received 500\$ award community service award to support EMR pilot study at the Epworth Free Medical Program (a member of the Worcester Free Care Collaborative) to enhance care of a vulnerable population

MASSACHUSETTS MEDICAL SOCIETY ORGANIZATIONAL GRANT

April 2020

- Wrote grant and received 10,000\$ award to fund lab services to provide clinical care to patients who are un- and under-insured free-of-charge at the Epworth Free Medical Program with some of the funds also dedicated to the EMR pilot study at this site

THIS WE BELIEVE AWARD

July 2021

- Awarded for a submission titled "A Little Trust"; award given by the Family Medicine Education Consortium for writing that expresses the core principles that guide one's approach to caring for others

UMASS MEDICAL SCHOOL EMR PROJECT SPONSORSHIP

March 2020

- Negotiated \$1,000 of financial support from the Community Benefits Office at UMass Medical School dedicated to fund the EMR pilot study at the Epworth Free Medical Program

UMASS MEDICAL SCHOOL NON-PROFIT INCORPORATION SPONSORSHIP

March 2020

- Negotiated \$1,500 of financial support from the Community Benefits Office at UMass Medical School dedicated to cover start-up costs for the Worcester Free Care Collaborative as it transitioned from a UMass Medical School student group to becoming a community 501c3 non-profit organization

John L. Romano

16 Prospect Street, Greenfield, MA 01301

(781) 879-3508

John.Romano@BaystateHealth.org

EDUCATION

COLLEGE OF THE HOLY CROSS

Worcester, MA

Bachelor of Arts in Psychology – Pre-Medical Concentration

Sept. 2011 – May 2015

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

Worcester, MA

Doctor of Medicine

Aug. 2018 – May 2022

GREENFIELD FAMILY MEDICINE RESIDENCY AT BAYSTATE/UMASS-CHAN

Greenfield, MA

Family Medicine Resident – Post-Graduate Year 1

July 2022 – Present

Jackson Williams
Co-Founder, Madhouse Multi-Arts

Formal Letter of Interest: The Crossroads Cultural District Committee

Greenfield has been a focal point in my life for just about as far back as I can remember. I have witnessed the ebb and flow of cultural activity, economic growth and economic struggle, over the course of some 20-odd years as a Greenfield resident. Now, as a graduate of Hampshire College, an employee at Hawks & Reed, and a co-founder of Madhouse Multi-Arts I see this town through the eyes of an entrepreneur. I see potential every time I walk down Main Street and am always looking for ways to be a part of Greenfield's cultural growth.

It is this vision, ambition, and hope for my home town that has drawn me to the Crossroads Cultural District Committee. Like many other Main Street business owners, downtown Greenfield has become the backdrop of my day to day life. I cannot help but see just how interconnected my own ventures are with all those going on around me. It is at this busy crossroads that I work each day to bring people together through music and art. Having gained some familiarity with the work of the CCDC I can see that their objectives are not unlike my own. We are cultivators of growth and connection within our community as well as our economy. This is the work I am devoted to and I believe that as a member of this committee I could do that work more effectively.

At Hampshire College my studies centered around the development of a business model that would go on to become the business that I co-own and operate today. My co-founder and I started Madhouse Multi-Arts LLC less than a year after graduating together during the start of the pandemic. I had spent four years at college obsessively refining my vision and ideas, sharing them with everyone I met, and ultimately inspiring enough support to purchase a building, and dive head-first into the biggest project of my life.

I do not take my good fortune lightly. I was able to benefit from incredible opportunities afforded to me by those I met along the way. I have seen first-hand how these opportunities can have a powerful ripple effect within a community and I want to help more people gain access to the investment and support that they need to launch promising new ventures in Greenfield's cultural sector.

I believe my experience researching the arts in the Pioneer Valley and creating actionable strategies to address social needs existing below the surface could be a real asset to the CCDC's efforts to best serve our local community. Additionally, my connection to creative networks through Madhouse Multi-Arts, Hawks & Reed, the Five Colleges, and the Greenfield Arts Walk have given me access to a continuous stream of new opportunities for collaboration in the arts. This is another resource that I think would be useful to the committee in searching for new cultural projects to enhance our town.

The coming years will bring substantial opportunities to Greenfield and it is our responsibility as leaders in our community to rally those around us to make the most of these opportunities. We must be vigilant in order to recognize opportunity when it arises but we must also be bold and unafraid of embracing the unfamiliar in order to bring new ideas to fruition. Change is inevitable, though it can also be daunting and uncomfortable. As a member of this committee I would work to show the value of cultural growth and inspire others to embrace it.

Jackson Williams

(413) 588-7446 • jacksonpwilliams8@gmail.com

Education

Hampshire College

Bachelor of Arts Degree (Music and Entrepreneurship)

Work Experience

Madhouse Multi-Arts LLC, Greenfield, MA

February 2021 – August 2022

Co-Founder

- Created in-depth business model & plan for Madhouse Multi-Arts LLC
- Directed extensive renovation of company facilities
- Created company website and social media pages
- Designed and distributed promotional materials
- Handled online/social media promotion
- Toured potential renters
- Set up and managed company rental portal
- Performed periodic grounds and facilities maintenance
- Designed/ran programs and events (Madhouse Local Concert Series, Greenfield Arts Walk)

Hawks & Reed Performing Arts Center, Greenfield, MA

December 2021 – August 2022

Graphic Designer/Booker

- Designed Promotional Materials for concerts & events
- Designed Merchandise
- Booked performers for concerts and created other special events
- Ran live concerts and events
- Facilitated volunteer operations
- Promoted events on social media
- Created event pages on company website

Eddie Charbonneau Painting, Guilford, VT

July 2020 – December 2021

Painter

- Painted the exterior and interior of houses, including prep tasks.
- Drove the company vehicle to and from job sites throughout Vermont.

Northampton Community Music Center, Northampton, MA

September 2016 – April 2020

Intern, Office assistant, concert series facilitator

- Assisted with mass mailings, filing projects, and market research.
- Participated in marketing and development operations as well as event management.

Rowe Camp & Conference Center, Rowe, MA

June 2017 – September 2017

Summer Kitchen Staff

- Cooked and prepared meals for conferences of more than 150 people.
- Washed dishes, cleaned the kitchen, Received and unloaded food shipments.

Deals & Steals, Northampton, MA

Nov. 2014 – Aug. 2016

Sales associate, Warehouse Laborer

- Provided attentive customer service while also keeping shelves stocked and organized.
- Packed and unloaded shipments to and from the warehouse.
- Developed and implemented a cloud-based inventory management system to maximize the efficiency of warehouse operations.

Technical Skills

Proficient with Microsoft Word, Excel, and Powerpoint.

Experience building budget sheets for programs as well as admin operations.

Experience with visual design software.

Experience writing pitches and business plans.

Experience conducting, transcribing, and analyzing research interviews and focus groups.

Experience with web design (Wix and Squarespace)

Timothy James Anthony Lepore

48 Willow St. Florence, MA. 01062

Timothy.lepore@baystatehealth.org

Education

Baystate Medical Center Resident, OB/GYN	07/09 – 07/13
Royal College of Surgeons Dublin 123 St. Stephens Green, Dublin, Ireland MB BCH BAO	10/04 – 06/09
Bates College 2 Andrews Rd., Lewiston, Maine 04240-6028 USA BS, History	08/97 – 07/01

Clinical Appointments

Pioneer Women's Health Attending Physician	07/13-08/17
Medical Director	08/17-Present
Clinical Instructor Tufts University School of Medicine	07/09-07/13

Honors

TUSM Accomplished Teaching Award for 3 rd year Clerkships	09/10
TUSM Excellence in Teaching Award for 3 rd year Clerkships	10/11
Resident Achievement Award in Laparoscopy	07/13
Resident Teacher of the Year	07/13
Midwifery Award for Collaborative Excellence	07/13

Professional Memberships

ACOG	08-Present
MMS	08-Present

Presentations

32nd New England Association of Gynecologic Oncologists, 2012: A Natural History of Proliferative Endometrium in the Post Menopausal Patient. (Oral Presentation) **Timothy Lepore** M.D.; Tashanna Myers M.D.; Oz Harmanli M.D.

32nd American Urogynecologic Society, 2011: DELORME RECTAL PROLAPSE (Video Presentation) **Timothy Lepore** M.D.; O. Harmanli M.D. Obstetrics and Gynecology, Baystate Medical Center, Springfield, MA

35th Annual Meeting of the Society for Vector Ecology, 2003 #8: Seasonality of Host-seeking and Reproductive Activity of Culex vectors of West Nile virus (poster) **Timothy Lepore**, Michael Reddy, Richard Pollack, Duane Gubler, Andrew Spielman, Paul Reiter, Dept. of Immunology and Infectious Diseases, Harvard School of Public Health, Boston MA 02115. East Middlesex Mosquito Control Project, Waltham, MA 02452. Centers for Disease Control and Prevention, Division of

Vector Borne Infectious Diseases, Fort Collins, CO 80521 Insectes et Maladies Infectieuses,
Institut Pasteur, 75724 Paris, France

Publications

1. Reddy MR, Spielman A, Lepore TJ, Henley D, Kiszewski AE, Reiter P.
Efficacy of resmethrin aerosols applied from the road for suppressing Culex vectors of West Nile virus. *Vector Borne Zoonotic Dis.* 2006 Summer;6(2):117-27
2. Lepore TJ, Pollack RJ, Spielman A, Reiter P. A readily constructed lard-can trap for sampling host-seeking mosquitoes. *J Am Mosq Control Assoc.* 2004 Sep;20(3):321-2.
3. Jethwaney D, Lepore TJ, Hassan S, Mello K, Rangarajan R, Jahnen-Dechent W, Wirth D, Sultan AA. Fetuin-A, a hepatocyte-specific protein that binds Plasmodium berghei thrombospondin-related adhesive protein: a potential role in infectivity. *Infect Immun.* 2005 Sep;73(9):5883-91
4. Reddy MR, Lepore TJ, Kiszewski AE, Pollack RJ, Reiter P, Spielman A. Early Evening Questing and Oviposition Activity by the Culex (Diptera: Culicidae) Vectors of West Nile Virus in Northeastern North America. *J. Med. Ent.* 2007, Mar;44(2):211-214

Work Experience

Attending Physician/Medical Director Pioneer Women's Health Franklin Medical Center	07/13 – Present
Resident Baystate Medical Center Resident in OB/GYN.	07/09 – 07/13
Research Technician Harvard School of Public Health, Boston, MA. Dr. Ali Sultan PhD Lab-based research involved rearing, infection, and dissection of mosquitoes and mice; isolation of malaria sporozoites that were then used for small molecule invasion/inhibition assay of malaria organisms and human hepatocytes.	04/03 – 04/04
Research Technician Harvard School of Public Health, Boston, MA. Dr. Andrew Spielman Sc.D. Organized, planned and implemented lab- and field-based research of the biology and ecology of mosquito vectors of the West Nile Virus in New England as part of a CDC-funded research project.	06/01 – 04/03
Medical Credentialing Committee	4/26/22 - Present
Surgical Service Line Committee Chair	4/26/18 - Present
Medical Director Pioneer Women's Health	08/1/17 - Present

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 RELEASE EXECUTIVE SESSION MINUTES (WHEN COMPLETE), RECORDINGS AND ALL MATERIALS ASSOCIATED WITH A CITY COUNCIL EXECUTIVE SESSION MEETING HELD ON WEDNESDAY, AUGUST 31, 2022. THE CITY COUNCIL RELEASES SAID INFORMATION WITHOUT FURTHER REDACTION.

Majority vote required

VOTE:

Explanation of supporting rationale:

City Council – First Reading- September 21, 2022

- Repurpose \$3,585,000 from Anaerobic Digester Authorization to a Sludge Dewatering Project.
- Approve Baker's Office Supply invoice payment of \$113.80 from FY23 Assessors Department Budget.

**CITY of GREENFIELD
MASSACHUSETTS**

Councilor _____ :
Second by Councilor _____ :

The City Council,

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

An Order to:

REPURPOSE \$3,585,000 ANAEROBIC DIGESTOR AUTHORIZATION

Moved that it be ordered,

THAT THE GREENFIELD CITY COUNCIL APPROVES REPURPOSING IN THE
AMOUNT OF \$3,585,000 OF A PREVIOUSLY AUTHORIZED ANAEROBIC
DIGESTER TO A SLUDGE DEWATERING PROJECT.

Majority Vote Required (7).

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
FY19-104 Anaerobic Digester	48204990.5805	\$3,585,000

Information:

Balance in Anaerobic Digester Account: \$4,085,000 (although \$500,000 is no longer
available in borrowing authorization due to a prior unspent BAN borrowing that was paid
off fully).

The sludge dewatering project involves a steel building, sludge press, conveyors and
electrical upgrades as per the DPW Superintendent's attached memo.

Explanation or supporting rationale:

Attachments: DPW Superintendent Memo



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

Department of Public Works

Marlo M. Warner II

Director of Public Works
189 Wells Street • Greenfield, MA 01301
Phone 413-772-1528 • marlo.warner@greenfield-ma.gov • www.greenfield-ma.gov

August 29, 2022

To: City Council
From: Marlo Warner

RE: Repurpose Anaerobic Digester Appropriation

Dear City Council,

I would like to request the sum of \$3,585,000 be repurposed to a sludge dewatering project. The new project consists of demolition of old coil system on the second floor of the Wastewater Treatment Plant, demolition of outside overhang, installation of steel building, installation of a sludge press with conveyors, and electrical upgrades to retro fit new systems.


The Anaerobic Digester project was put on hold in March of 2020 as it was going to cost considerably more than the studies indicated and the uncertainty of Polyfluorinated Alkyl Substances (PFAS) regulations. Since that time the department has been looking into other methods of getting our sludge disposal costs under control.

Currently we have only Lowell to dispose of our sludge and we ship 3,600 to 4,500 gallons a week. We average 3.1 million gallons per year. In 2016 our sludge disposal costs were \$168,000. This year's projection will around \$710,000. Every load of 9,000 gallons is approximately 95% water. The sludge needs to be watered down so that we have a certain percentage of solids for the Lowell facility to handle. With hauling costs coupled with disposal costs this method is no longer sustainable for the City, it will only increase going forward. A great place to start is pressing the water out of the sludge so that we are not paying for "water down the drain".

This project would be a big step in reducing the carbon foot print and taking control of our disposal costs. We will have 3 options moving forward with the byproduct of pressing out the water known as "cake", hauling out 1 dumpster of cake per week, composting for land use, and adding a dryer for pelletizing the cake for fertilizer.

I have attached further supporting information including pictures for your review. As always please don't hesitate to contact me if you have any questions on this important project.

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

Marlo M. Warner II

Director of Public Works

Volute Dewatering Press

Innovative sludge dewatering technology
offering many advantages over conventional
sludge management methods



Volute Dewatering Press

CONCEPT

The PWTech® Volute® Dewatering Press is a unique product, originally developed in Japan, that offers many advantages over current sludge management practices. Patented world wide, the Volute Dewatering Press is presently used in over 2,800 installations.

The key to the process is the "dewatering drum." This drum can achieve both thickening and pressing (dewatering) of the sludge in a single, compact operation. Thus the Volute Dewatering Press can take sludge as dilute as 0.1% solids directly from a treatment process, such as an oxidation ditch or clarifier, and produce a cake of over 20% solids. Separate thickening, storage, and conditioning processes are eliminated. In addition, the need for operators, continuous use of wash water, and high power consumption are eliminated.

UNIQUE DEWATERING DRUM DESIGN

Screw presses are a neat, simple way of conveying and dewatering sludge. They typically have a single bearing or bushing at one end and a gear drive at the other end—simple, robust, and low maintenance. However, the screws for dewatering typically have a casing with openings in it to allow fluid to escape from the sludge as it is pressed. If these openings are too small, they constantly plug with solids, preventing fluid from leaving the sludge. Therefore, the openings are usually fairly large, which means that the sludge cannot be pressed

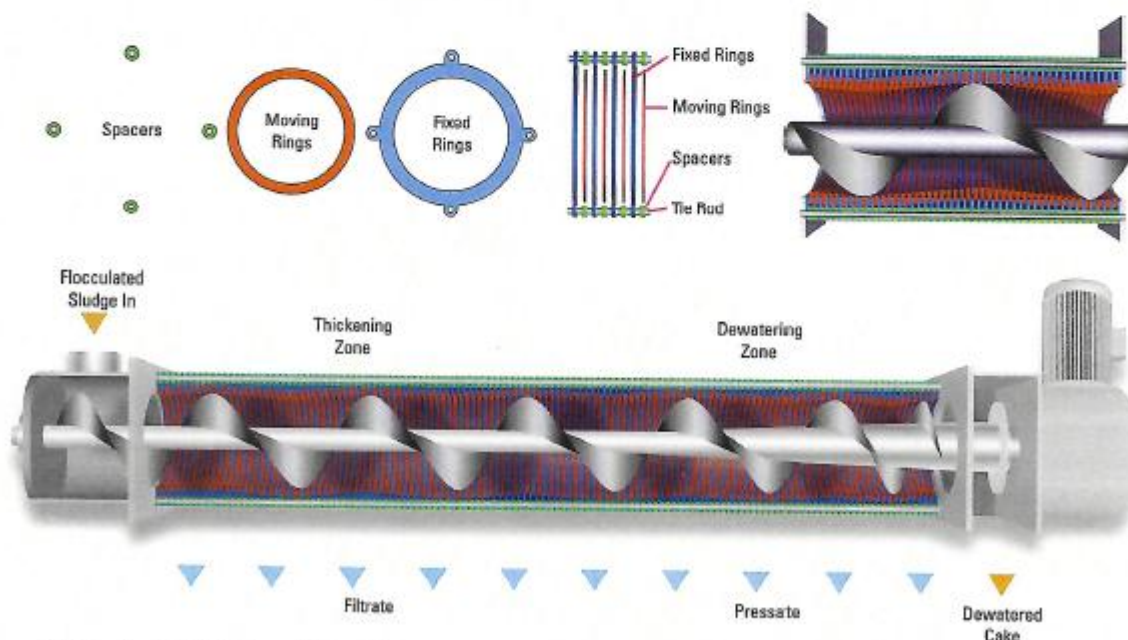
too much as it will extrude through the openings. The result is that screw presses generally do not achieve good cake solids.

Unlike traditional screw presses, the Volute Dewatering Press features the unique "dewatering drum." Spacers and fixed rings are held in place on tie rods. Moving rings, slightly smaller than the outer diameter of the screw and slightly narrower than the spacers, are located between the fixed rings and are moved by the screw. The constant movement of the moving rings cleans the fine gaps between the moving and fixed rings, preventing clogging. The moving rings also cut into the sludge cake, allowing additional surface area for the release of moisture.

The initial section of the dewatering drum is the thickening zone. The filtrate is discharged here. The pitch of the screw narrows and the gaps between the rings decrease towards the end-plate where solids are discharged. Pressing of the sludge occurs here.

PROCESS DESCRIPTION

Sludge is fed into a mixing tank where polymer is thoroughly mixed in. The sludge then passes through a flocculation tank where gentle mixing and flocculation occurs. From there, the sludge overflows into the dewatering drum and is pressed. The entire operation is controlled by the Volute Dewatering Press control panel.



*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan.

THE VOLUTE SYSTEM

The Volute Dewatering Press is designed to be a fully automated system capable of starting up, operating, and shutting down with no operator intervention. This is possible because the control panel is designed to control the automated polymer feed system, the unit sludge feed pump, and any conveyors required to remove dewatered cake, all in addition to the Volute Dewatering Press itself. Thus, all components of the dewatering system work together, automatically starting up, operating, and shutting down as required.

PWTech can provide complete systems or work with other suppliers to provide an integrated package. In addition, unit operating and alarm outputs for connection to plant PLC/SCADA systems are standard.

ADVANTAGES

- No need for thickeners, sludge storage, or separate dosing facilities
- No need for regular operator attendance
- Produces high-quality filtrate, does not need to return to the head works (i.e. high solids recovery)
- Extremely low power consumption—up to 95% less than many other dewatering processes
- Low noise, low odor
- Low wash water consumption
- Able to handle oily sludges
- Flexible—can deal with feed sludges from <0.2% to >4%
- Rapid installation



The Volute Dewatering Press is designed to be fully automated, capable of starting up, operating, and shutting down with no operator intervention.

OPERATION AND MAINTENANCE

The Volute Dewatering Press requires very little operator attention, other than periodic inspection and chemical replenishment. As a fully automated process, it controls the operation of wasting sludge directly from the biological process or clarifier, chemical make-up and dosing, flocculation, and then dewatering. Depending on operating conditions, a partial overhaul of the dewatering drums may be required every three years. This two-hour operation is undertaken in the field, with minimal disruption to plant operation.

Results Achieved with the Volute Dewatering Press

Sludge Type	Feed Solids (%)	Cake Solids (%)	Solids Recovery (%)	Polymer Use (lb/dry ton of solids)
Municipal & Biological				
Waste Sludge	0.2-1.5	17-25	98	10-22
Digested/Thickened	1.8-6	18-28	97	10-16
Primary	1-4	25-40	95	6-12
Potable				
Ferriic Sludge	5-10	35-45	95	5-10
Alum Sludge	1-2.5	20-30	95	4-8
Line Slurry	2	25-38	97	4-10



Volute technology was pioneered by AMCON, Inc. and introduced in 1991. It innovates sludge dewatering and sludge thickening by automatically and continuously self-cleaning the filter mesh, eliminating clogging for stable and constant dewatering. Volute technology is available in the U.S. only through PWTech.



Solids generated by the Volute Dewatering Press.

*The AMCON, INC. logo is registered with the U.S. Patent and Trademark Office as a trademark of AMCON, Inc., Yokohama, Japan.

APPLICATIONS

The PWTech Volute Dewatering Press has been installed to handle a wide range of sludges. It is especially useful when sludges have a high oil and fat content that would blind filter materials.

Other sludges the Volute Dewatering Press has been shown to work well on include:

- DAF float from slaughter houses and other agricultural processes
- Food processing and wash-down wastes
- Oil sludge from machining operations
- Wastes from textile processing



PWTech can provide the Volute as part of a complete dewatering solution, including pumps, remote sensors and conveyors, all fully integrated with the digital control panel.

A REVOLUTION IN MUNICIPAL SOLIDS HANDLING

The PWTech Volute Dewatering Press can be set up to achieve both wasting and dewatering of sludge in a single operation. By feeding the Volute Dewatering Press directly from the biological process or the RAS piping the unit can automatically switch on and waste and dewater the sludge in one operation. Key benefits of this include:

- Reduction in operator time with the wasting operation
- No need for sludge storage tanks and additional pumping facilities and odor control—can be used to free up existing sludge storage facilities for other uses
- Increased process stability (wasting can occur over long periods of time or several times a day)
- Direct dewatering prevents additional nutrient load on the treatment plant by removing solids from the system before they break down and release nutrients



Several PWTech Volute Dewatering Press pilot units, such as the ES201 shown here, are available to demonstrate operation at your facility. Contact your local PWTech representative or PWTech directly to arrange this.

Standard Volute Dewatering Press Models

Model	Maximum Capacities		Dimensions (in.)			Weight (lb)		Power Use (hp)
	GPM	Dry lb/hr	L	W	H	Dry	Operational	
ES101	4	20	69	33	55	330	576	0.4
ES121	8	30	74	33	55	390	610	0.4
ES132	15	75	85	37	55	600	1,073	0.5
ES201	15	80	103	34	60	1,050	1,620	0.5
ES202	28	160	110	42	57	1,490	2,491	1.4
ES301	35	350	139	36	66	1,802	2,942	1.4
ES302	70	700	149	52	64	3,036	4,730	1.9
ES303	105	1,050	158	63	66	4,082	6,611	2.9
ES351	65	700	162	47	89	3,530	5,180	2.8
ES352	130	1,400	178	61	89	5,812	8,643	5.3
ES353	200	2,100	188	63	89	8,505	12,505	8.5
ES354	295	2,800	221	123	89	13,388	20,152	12.8
ES355	330	3,500	227	145	89	15,967	22,979	14.0
ES356	400	4,200	177	196	89	16,685	24,690	16.4

All capacities, dimensions, and weights are approximate. Capacities will vary for different sludge types. Please note that these capacities are maximums. The hydraulic capacity (GPM) would be applicable for sludge with a solids concentration of under 1%. The solids throughput capacity would be applicable for sludge with a solids concentration of over 3%. The press should not be expected to exceed either of these numbers in any installation. Consult PWTech for a more accurate assessment of capacity for your application. Dimensions and power use do not include control panel, polymer make-up, and dosing systems.



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Available in your area from:

410-238-7977 • volute@PWTech.us • www.PWTech.us

Cost Savings from Dewatering and Drying

As discussed in the "Design Criteria Memorandum", the Greenfield WPCF does not currently operate any dewatering equipment besides a sludge thickener and disposes of liquid sludge in 9,000 gallon tanker trucks. The City has an agreement with the Franklin County Solid Waste Management District (FCSWMD) for the disposal of sludge at the Lowell wastewater treatment facility that was renewed on July 1, 2021. This agreement did not have a set cost at the time of writing of this report, but recent sludge invoices include a transportation fee at \$0.0648/gallon, a disposal fee at \$0.22/gallon, and an administrative fee at \$0.0035/gallon for a total cost of sludge disposal of \$0.2883/gallon at the Lowell facility. The DPW recorded a total disposal cost of \$544,000 in 2019. The WPCF disposes of between 1,750,000 and 2,100,000 gallons of sludge per year, and the most recent full year data being 2019 at 2,100,000 gallons. For the purposes of the economic analysis, we assume that each year the WPCF will produce approximately 2,100,000 gallons/year (8,745 wet tons/year and 375 dry tons/year) of sludge. At the current disposal cost of \$0.2883/gallon, the WPCF can expect to pay approximate \$605,000 per year assuming no increase sludge volume.

Dewatering and drying reduce the total volume and mass of sludge being disposed. The cost savings analyzed here only account for the cost savings from mass and volume reduction and does not include any additional savings from having a higher quality dewatered sludge or cake, nor does this analysis account for the additional flexibility in disposal sites from having a higher quality sludge. Solely dewatering to 25% total solids cake would reduce the mass of disposed sludge from 8,745 wet tons/year to 1,500 wet tons/year. Based on a survey of wastewater treatment plants in the same region as Greenfield, dewatered cake has an estimated disposal cost of \$135/wet ton, although there is some variability based on disposal contractor, disposal site, and hauling distance. Additionally, we received a budgetary quote from Casella Waste Systems Inc. (Casella) for sludge disposal which ranges between \$120/wet ton and \$185/wet ton. Casella indicated that this wide range of disposal costs is due in part to regulator pressures who have become concerned with odors originating from disposal sites. A biosolids with a more pronounced odor reduces available sites for disposal and therefore increases cost. For the purposes of this economic analysis, dewatered cake disposal costs were assumed to be \$135/wet ton. Disposing of the dewatered cake would cost approximately \$202,000 per year, or a \$403,000 annual savings.

Advanced drying to 90+% solids would reduce the mass of disposed sludge from current thickened sludge from 8,745 wet tons to 415 wet tons/year (375 dry tons/year). Casella provided some guidance on beneficial reuse and land application. Casella stated that the economic impact of land application is hard to estimate due to numerous factors including onsite storage capacity, shipping flexibility, total volume of sludge produced, biosolids quality, and the number of local sites and the application uses. Using a conservative estimate Casella stated a \$100/wet ton cost would be reasonable with potential for even lower costs. Casella also stated that non-beneficial use dried biosolids are typically disposed of at the same rate as the dewatered cake. For the purposes of this economic analysis, we will use the non-beneficial use cost to be conservative, a cost of \$135/wet ton. Disposing of the dried biosolids would cost Greenfield approximately \$54,000 per year, a savings of \$551,000 per year. The bulk of the costs savings comes from the initial mass reduction from dewatering, but additional drying allows for more flexibility in disposal locations and competitive disposal costs.

Dryer System Quotes

Tighe and Bond received quotes from two vendors: Shincsi Environmental Services Inc. for an electric belt dryer, and Huber Technology for a thermal heated belt dryer. Each of these vendors provided a quote for a dryer system that is consistent with the design criteria listed in Scenario B in the "Design Criteria Memorandum". Each vendor provided quotes based on a 24 hour/5 day and 8 hour/5 day operation schedule. Each of the quotes is summarized below in Table 2 and includes operation schedule, model, number of units, footprint, capital cost, and heating requirement.

TABLE 2: Drying System Vendor Quotes

Criteria	Shincsi		Huber	
Operation Schedule	24/5	8/5	24/5	8/5
System Model	SHS 16200FL	SHS 16200FL	BT6	BT14
Number of Units	1	2	1	1
Footprint (feet)	37' L x 10.1' W x 9.1' H + 6' perimeter for maintenance	37' L x 10.1' W x 9.1' H + 6' perimeter for maintenance	36.1' L x ~8' W	62.3' L x ~8' W
Equipment Cost (\$)	\$940,700	\$1,881,400	\$1,700,000	\$2,500,000
Heating Utility	Electric	Electric	Combustion (assumed NG)	Combustion (assumed NG)
Quantity	2,548 KWH/day	2,548 KWH/day	0.85 MMBTU/hr	2.54 MMBTU/hr
Yearly Total	664,300 KWH/year	664,300 KWH/year	5,300 MMBTU/year	5,300 MMBTU/year

The majority of the operating cost associated with drying systems is the heating duty required. The Shincsi dryer uses electricity whereas Huber typically uses combustion or heat transfer from existing steam to heat the air for drying. For the purposes of cost estimation, we assumed natural gas as the combustion media for the Huber dryer. Note that we are aware of potential challenges with obtaining a new natural gas service to the Greenfield WPCF site, and the availability of natural gas would need to be validated prior to proceeding with design and construction of a natural gas fired dryer. A breakdown of the operation costs and opinion of probable construct costs (OPCC) are discussed in the following sections.

Overall Economic Analysis – Dewatering Only

Dewatering of the sludge can be conducted separate from advanced drying. This option is costed separately so that Greenfield can determine if dewatering only or a full dewatering and drying system is appropriate for the facility. The capital cost of the three dewatering systems discussed above are comparable; therefore, we used the median price of \$260,000 for the equipment cost of a single dewatering system. A conceptual opinion of probable construction cost (OPCC) was developed for a dewatering only system at a cost of \$1,700,000 and is shown in detail in Appendix F. The conceptual OPCC includes only work directly related to installation of a dewatering system (no redundancy). During actual design and construction of these systems, Greenfield may elect to include replacement of other ancillary systems to modernize other areas of the treatment plant due to the age and condition of existing systems. For example, the thickened sludge pumps in the basement are 1970's vintage plunger pumps which, although operational and reliable, have reached their useful life expectancy. In addition, the 1960's vintage primary sludge pumps have also reached their useful life

expectancy. For budgeting purposes, Greenfield should assume that replacement of the thickened sludge pumps would be approximately \$100,000, although this could be less if Greenfield self-performs installation work or more if Greenfield includes additional valve replacement work or installation of VFDs. Replacement of the primary sludge pumps would have a similar budgetary value.

In addition to the capital cost, dewatering also has associated operation and maintenance costs. The annual polymer cost was calculated previously in this memorandum, approximately \$6,500/year. To estimate the annual electrical cost, we used the WPCF's electric usage data and past electric bills to calculate the cost per KWH for each billing period. The cost of electricity ranged from \$0.152/KWH to \$0.175/KWH. To be conservative, we assumed the maximum of that range to calculate the annual electrical cost. Dewatering equipment tend to be highly mechanical and maintenance intensive, so it is prudent to include estimated maintenance costs. For the purposes of this analysis, we have assumed an annual maintenance cost of 1.5% of the dewatering equipment cost. These costs for the dewatering equipment are summarized below in Table 3. The total cost for O&M and sludge disposal is \$214,000/year, a per year savings of \$391,000.

To account for O&M costs in the total cost of the project, the present value of the O&M over 20 years is used. The present worth equation can be broken into the annual O&M cost, already summarized, and an A/P factor which is dependent on the borrowing period and the adjusted rate. A 20 year project period is expected. We assumed a 2% inflation rate and a 3.5% discount rate which gives a 1.5% adjusted rate, and a final A/P factor of 17.17 and a present worth of \$3,674,000 for 20 years of O&M and sludge disposal costs. The total present value of the OPCC and O&M cost is \$5,374,000.

This project has an estimated payback period of 4.3 years. To estimate the payback period, we calculated the annual disposal savings by subtracting the total annual O&M costs from the costs of sludge disposal with no dewatering system. This annual disposal savings was then used to divide the OPCC to calculate the number of years required for the savings to pay for the project. Typical payback periods are 10 to 15 years, so the addition of sludge dewatering appears to be a favorable project for the Greenfield WPCF.

TABLE 3: Summary of Economic Analysis

Criteria	Dewatering System
O&M Costs	
Polymer Cost (\$/year)	\$6,500
Electric Cost (\$/year)	\$1,000
Maintenance Cost (\$/year)	\$4,000
Sludge Disposal Cost (\$/year)	\$202,500
Subtotal Annual O&M Cost (\$/year)	\$214,000
Annual Disposal Savings (\$/year)	\$391,000
A/P Factor	17.17
Present Worth over 20 years	\$3,674,000
OPCC Cost Subtotal	\$1,700,000
Total Present Value	\$5,374,000
Payback Period (Years)	4.3

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Tighe-Bond

Project: Dewatering Improvements Project - Installation of Two Screw Presses
 Location: Wastewater Treatment Plant
 Client: Greenfield, MA

Estimate Type: ☒ Conceptual ☐ Construction
☐ Preliminary Design ☐ Change Order
☐ Design Development ☐ 0 % Complete

Prepared By: EL / CCB
 Date Prepared: 8/22/2022
 T&B Project No.: G0653

Estimate originally prepared in July 2021. Certain items have been revised based on August 2022 pricing.
 An 8% escalation has been added to obtain a January 2023 budget estimate.

If it is calculated that being needed to revise January 2024 budget estimate.

Spec. Section	Item No.	Description	Qty	Units	Material/Installed Cost		Installation		Total
					\$/Unit	Total	\$/Unit	Total	
DIVISION 1 - GENERAL CONDITIONS (Costs included in unit prices in other Divisions)									
	1	15% of Construction Subtotal	1	LS	\$313,100	\$313,100		\$0	\$313,100
SUBTOTAL - DIVISION 1						\$313,100		\$0	\$313,100
DIVISION 2 - SITE WORK									
02225	1	Selective Demolition							
	a	Vacuum Filters and Associated Equipment	1	LS	\$30,000	\$30,000		\$0	\$30,000
	b	Miscellaneous Selective Demolition	1	LS	\$5,000	\$5,000		\$0	\$5,000
	c	Demolish Sludge Loading Canopy	1	LS	\$10,000	\$10,000		\$0	\$10,000
	d	Miscellaneous Electrical Demolition	1	LS	\$5,000	\$5,000		\$0	\$5,000
SUBTOTAL - DIVISION 2						\$50,000		\$0	\$50,000
DIVISION 3 - CONCRETE									
03300	1	Cast in Place Concrete							
	a	Wall Footings	10	CY	\$1,000	\$10,000		\$0	\$10,000
	b	Foundation Walls	10	CY	\$1,500	\$15,000		\$0	\$15,000
	c	Slab-on-Grade	30	CY	\$1,000	\$30,000		\$0	\$30,000
	d	Site Concrete Pads/Aprons	10	CY	\$800	\$8,000		\$0	\$8,000
	e	Misc. Concrete Housekeeping Pads	10	CY	\$800	\$8,000		\$0	\$8,000
SUBTOTAL - DIVISION 3						\$71,000		\$0	\$71,000
DIVISION 4 - MASONRY									
04810	1	Unit Masonry Assembly							
	a	Miscellaneous CMU Wall Repairs	1	LS	\$5,000	\$5,000		\$0	\$5,000
SUBTOTAL - DIVISION 4						\$5,000		\$0	\$5,000
DIVISION 5 - METALS									
05500	1	Misc. Steel	1	LS	\$5,000	\$5,000		\$0	\$5,000
SUBTOTAL - DIVISION 5						\$5,000		\$0	\$5,000
DIVISION 6 - WOOD & PLASTICS									
06611	1	Fiberglass Products							
	a	FRP Grating in Polymer Area	1	LS	\$5,000	\$5,000		\$0	\$5,000
SUBTOTAL - DIVISION 6						\$5,000		\$0	\$5,000
DIVISION 7 - THERMAL & MOISTURE PROTECTION									
07210	1	Building Insulation - Foundation Insulation	1	LS	\$5,000	\$5,000		\$0	\$5,000
07920	2	Joint Sealants	1	LS	\$5,000	\$5,000		\$0	\$5,000
SUBTOTAL - DIVISION 7						\$10,000		\$0	\$10,000
DIVISION 8 - Doors and Windows									
08110	1	Steel Doors & Frames	4	EA	\$3,000	\$12,000		\$0	\$12,000
08330	2	Overhead Rolling Doors	1	LS	\$10,000	\$10,000		\$0	\$10,000
SUBTOTAL - DIVISION 7						\$22,000		\$0	\$22,000
DIVISION 9 - FINISHES									
09900	1	Painting - Piping and Miscellaneous Items	1	LS	\$10,000	\$10,000		\$0	\$10,000
SUBTOTAL - DIVISION 9						\$10,000		\$0	\$10,000
DIVISION 10 - SPECIALTIES									
10440	1	Signage	1	LS	\$500	\$500		\$0	\$500
SUBTOTAL - DIVISION 10						\$500		\$0	\$500
DIVISION 11 - EQUIPMENT									
11360	1	Polymer Mixing System, Controls, 2 Sludge Presses	1	LS	\$405,000	\$405,000	\$121,500	\$121,500	\$526,500
SUBTOTAL - DIVISION 11						\$405,000		\$121,500	\$526,500

DIVISION 13 - SPECIAL CONSTRUCTION								
13125	1	Pre-Engineered Building	800	SF	\$300	\$240,000		\$240,000
13225	2	Odor Control System for Sludge Loading Garage	1	LS	\$115,000	\$115,000	\$46,000	\$161,000
13251	3	Asbestos Abatement	1	LS	\$10,000	\$10,000	\$0	\$10,000
13253	4	Hazardous Material Abatement	1	LS	\$5,000	\$5,000	\$0	\$5,000
13420	5	Instrumentation						
	a	Sludge and Polymer Flow Transmitters	2	EA	\$2,500	\$5,000	\$2,000	\$9,000
13460	6	Programmable Logic Controllers (PLCs)	1	LS	\$30,000	\$30,000	\$0	\$30,000
SUBTOTAL - DIVISION 13						\$405,000	\$60,000	\$465,000
DIVISION 14 - CONVEYING SYSTEMS								
14552	1	Screw Conveyors						
	a	Dewatering Outlet Screw Conveyor 1	35	LF	\$2,000	\$70,000	\$28,000	\$98,000
	b	Dewatering Outlet Screw Conveyor 2	15	LF	\$2,000	\$30,000	\$12,000	\$42,000
	c	Garage Cross-Conveyor	20	LF	\$2,000	\$40,000	\$16,000	\$56,000
	d	Truck Loading Screw Conveyor and Gates	25	LF	\$3,000	\$75,000	\$30,000	\$105,000
SUBTOTAL - DIVISION 14						\$215,000	\$86,000	\$301,000
DIVISION 15 - MECHANICAL								
15060	1	Pipe Hangers and Supports	1	LS	\$3,000	\$3,000		\$3,000
15075	2	Mechanical Identification	1	LS	\$1,000	\$1,000		\$1,000
15101	3	Ductile Iron Pipe and Fittings						
	a	6" DI Pipe	75	LF	\$200	\$15,000		\$15,000
	b	1" SCH80 PVC Polymer Pipe	100	LF	\$120	\$12,000		\$12,000
	c	1" CU Make-Up Water to Polymer System Pipe	50	LF	\$120	\$6,000		\$6,000
15110	4	Valves						
	a	6" Plug Valves	2	EA	\$1,500	\$3,000		\$3,000
	b	Miscellaneous PVC and Brass Valves	1	LS	\$5,000	\$5,000		\$5,000
15125	5	Meters & Gauges	1	LS	\$2,000	\$2,000		\$2,000
15150	6	Drain Piping to Polymer Curb	1	LS	\$10,000	\$10,000		\$10,000
15150	7	Drain Piping for Sludge Loading Garage	1	LS	\$25,000	\$25,000		\$25,000
15700	8	Sludge Loading Garage Odor Control System Duct	50	LF	\$300	\$15,000		\$15,000
15700	9	Sludge Loading Garage HVAC Allowance	1	LS	\$50,000	\$50,000		\$50,000
15700	10	Dewatering Room HVAC Allowance	1	LS	\$25,000	\$25,000		\$25,000
SUBTOTAL - DIVISION 15						\$172,000	\$0	\$172,000
DIVISION 16 - ELECTRICAL								
16000	1	Electrical Allowance (10% of Div 11, 13 and 14)	1	LS	\$141,075	\$141,075		\$141,075
16000	2	VFDs for Sludge Pumps	2	EA	\$25,000	\$50,000		\$50,000
16000	3	Miscellaneous Electrical Demolition	1	LS	\$10,000	\$10,000	\$0	\$10,000
16000	4	MCC-2 Replacement	1	LS	\$225,000	\$225,000		\$225,000
16000	5	Sludge Loading Garage Electrical	1	LS	\$50,000	\$50,000		\$50,000
SUBTOTAL - DIVISION 16						\$476,075	\$0	\$476,075
SUBTOTAL							\$2,422,175	
ESCALATION TO JANUARY 2023 @ 8%							\$193,774	
TOTAL ESTIMATED CONSTRUCTION COST							\$2,615,949	
CONTINGENCY @ 20% OF TOTAL CONSTRUCTION COST							\$523,190	
ENGINEERING @ 15% OF TOTAL CONSTRUCTION COST							\$392,392	
PROJECT TOTAL							\$3,531,531	
							Say	\$3,530,000

Note: This is an Engineer's Opinion of Probable Construction Cost (OPCC). Tighe & Bond has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the estimates of probable construction costs are made on the basis of Tighe & Bond's professional judgment and experience. Tighe & Bond makes no guarantee nor warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from this estimate of probable construction cost.

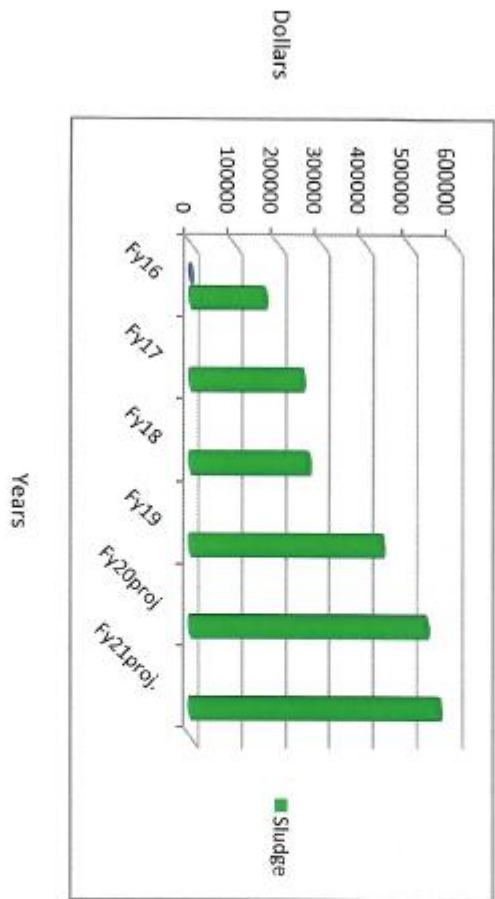






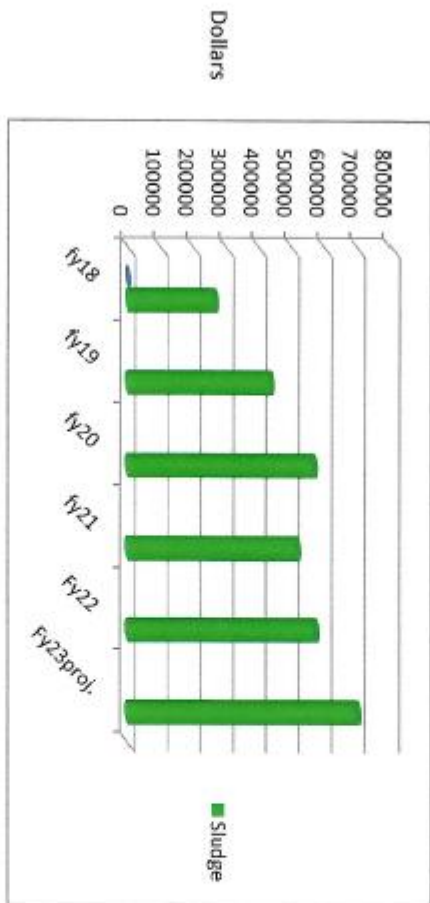


Sludge Disposal Costs FY16-FY21



	FY16	FY17	FY18	FY19	FY20proj	FY21proj.
Sludge	168,879	256,000	268,645	439,064	540,000	570,000

Sludge Disposal Costs FY18-FY23



Sludge	fy18	fy19	fy20	fy21	FY22	FY23proj.
	268,645	439,064	571,279	520,841	576,615	703,875

CITY COUNCIL ORDER
City of GREENFIELD
MASSACHUSETTS

Councilor _____ :
Second by Councilor _____ :

The City Council,

Upon recommendation of Mayor Wedegartner

An Order

To Approve payment of a prior year invoices in the amount of \$ 113.80

Ordered, that:

The Greenfield City Council approve the payment of prior year invoices for Baker's Office Supply in the amount of \$113.80 to be paid from the FY23 Assessors Department Budget.

9/10 vote required (12)

VOTE:

Attachments(s)

1. Memo from Assessor's Office
2. Baker's Office Supply Invoices
3. Assessor's Budget



Roxanne
Wedegartner
Mayor

City known as the Town of
GREENFIELD, MASSACHUSETTS

BOARD OF ASSESSORS OFFICE

Town Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1506 • Fax 413-772-1521
randall.austin@greenfield-ma.gov • www.greenfield-ma.gov

Board of Assessors:
Chair - Joe Ruggeri, (2023)
Member- Jim Geisman (2025)
Member- Randall Austin

MEMO

Attention: City Council
Liz Gilman, Director of Finance

RE: Fiscal Year 2022 Invoices

From: Sandra Gradoia, Assistant Assessor

August 26, 2022


Dear Council,

We have two invoices from Baker Office Supply that are dated June 8, 2022, and June 14, 2022 in the amount of \$113.80. We are requesting funds from fiscal year 2023 to disburse for these invoices.

Sincerely,

Sandra Gradoia

Sandra Gradoia
Assistant Assessor



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

Division 01
BAKER OFFICE SUPPLY
310 Main Street
GREENFIELD, MA 01301



STATEMENT

Page 1 of 1

Transactions through:

08/18/22

ASSESSORS OF GFLD.
TOWN OF GREENFIELD
14 COURT SQUARE
GREENFIELD, MA 01301

ACCOUNT: 9900-0
Ph: (413) 772-1506
Fax:

Trans Date	Trans ID	Description	Customer PO	Balance	Due Date
06/08/22	0607935-001	Invoice		82.35	07/08/22
06/14/22	0608000-001	Invoice		31.45	07/14/22

Balance Due : 113.80

Current	Past Due		
	1-30	31-60	over 60
0.00	0.00	113.80	0.00

ALL RETURNS MUST HAVE A COPY OF ORIGINAL INVOICE TO BE PROPERLY CREDITED

For Billing Inquiries; Ph: 4137742345 Fax: 4137735793
Website: <http://v501.britlink.com/P1590/BakerOfficeSupply>



Invoice
0607935-001

Page 1 of 1

Division 01
BAKER OFFICE SUPPLY 310 Main Street GREENFIELD, MA 01301
Ph: (413) 774-2345 Fax: (413) 773-5793

Invoice Number: 0607935-001
Invoice Date: 06/08/22
Customer PO:
Account Number: 9900-0
Salesperson:

Bill To : ASSESSORS OF GFLD.
TOWN OF GREENFIELD
14 COURT SQUARE
GREENFIELD, MA 01301

Ship To: 9900-000
TOWN OF GREENFIELD
ASSESSORS OFFICE
COURT SQUARE
PICKED UP AT RETAIL
GREENFIELD, MA 01301

Buyer Phone: (413) 772-1506
Fax:
Route/Seq: /0

Line	Item Number	Description	UOM	Qty Ordered	Qty Shipped	Qty to Follow	Unit Price	Extended Total
1	MISC	BIC PENS 60CT	EA	1	1	0	7.52	7.52
2	MISC	BSN63110 LEGAL PAD JR	EA	1	1	0	1.66	1.66
3	MISC	LEGAL PAD BSN63108	EA	1	1	0	1.57	1.57
4	MISC	SPARCO PAPER, GREEN	RM	2	2	0	11.78	23.56
5	MISC	11X17 BOISE PAPER	RM	1	1	0	29.95	29.95
6	MISC	MEAD 21 POCKET FILE	EA	1	1	0	18.09	18.09

Order Notes:

Dependable Hometown Service
Thank You for Your Business

ALL RETURNS MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL
INVOICE

Subtotal 82.35
Shipping 0.00
Sales Tax 0.00

Invoice Total: 82.35
Amount Due: 82.35
Payment Due Date: 07/08/22
Invoice due in 30 Days

Received By:

Date:

RI Carrier: Our Truck

FOB Point: Your Office

Source: bn765c2

Order Taker: bn765c2



Invoice
0608000-001

Page 1 of 1

Division 01
BAKER OFFICE SUPPLY 310 Main Street GREENFIELD, MA 01301
Ph: (413) 774-2345 Fax: (413) 773-5793

Invoice Number: 0608000-001
Invoice Date: 06/14/22
Customer PO:
Account Number: 9900-0
Salesperson:

Bill To: ASSESSORS OF GFLD.
TOWN OF GREENFIELD
14 COURT SQUARE
GREENFIELD, MA 01301

Ship To: 9900-000
TOWN OF GREENFIELD
ASSESSORS OFFICE
COURT SQUARE
GREENFIELD, MA 01301

Buyer Phone: (413) 772-1506
Fax:
Route/Seq: /0

Line	Item Number	Description	UOM	Qty Ordered	Qty Shipped	Qty to Follow	Unit Price	Extended Total
1	MISC	TRODAT 4926 SIGNATURE STAMP THREE SIGNATURES	EA	1	1	0	31.45	31.45

Order Notes:

Dependable Hometown Service
Thank You for Your Business

ALL RETURNS MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL
INVOICE

Subtotal	31.45
Shipping	0.00
Sales Tax	0.00

Invoice Total: 31.45
Amount Due: 31.45
Payment Due Date: 07/14/22
Invoice due in 30 Days

Received By:

Date:

RI Carrier: Our Truck

FOB Point: Your Office

Source: bn765c2

Order Taker: bn765c2

FOR 2023 13								
ACCOUNTS FOR:	ORIGINAL	TRANSFERS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
0100 General Fund	APPROP	ADJUSTMENTS	BUDGET			BUDGET	USED	
01001410 Assessors Department								
51 Wages								
01001410 5111 Perm Sal W	127,729	0	127,729	16,345.61	99,890.12	11,493.27	91.0%	
01001410 5113 Elect Offrs	5,400	0	5,400	900.00	.00	4,500.00	16.7%	
01001410 5129 Longevity	0	0	0	.00	.00	.00	.0%	
01001410 5130 Overtime	0	0	0	.00	.00	.00	.0%	
01001410 5167 Vacation	0	0	0	.00	.00	.00	.0%	
TOTAL Wages	133,129	0	133,129	17,245.61	99,890.12	15,993.27	88.0%	
52 Ordinary Expenses								
01001410 5243 Off Equip	0	0	0	.00	.00	.00	.0%	
01001410 5245 Software L	0	0	0	.00	.00	.00	.0%	
01001410 5302 Legal	0	0	0	.00	.00	.00	.0%	
01001410 5312 Property A	80,000	0	80,000	13,250.00	66,250.00	500.00	99.4%	
01001410 5318 Recording	2,000	0	2,000	.00	.00	2,000.00	.0%	
01001410 5321 Tuition -	2,000	0	2,000	.00	.00	2,000.00	.0%	
01001410 5341 Telephone	0	0	0	.00	.00	.00	.0%	
01001410 5344 Postage	0	0	0	.00	.00	.00	.0%	
01001410 5345 Advertisin	100	0	100	.00	.00	100.00	.0%	
01001410 5421 Office Supp	500	0	500	491.00	.00	9.00	98.2%	
01001410 5556 Magazine L	55	0	55	.00	.00	55.00	.0%	
01001410 5711 Meetings &	135	0	135	.00	.00	135.00	.0%	
01001410 5712 Mileage	100	0	100	.00	.00	100.00	.0%	
01001410 5733 Dues & Mem	300	0	300	.00	.00	300.00	.0%	
TOTAL Ordinary Expenses	85,190	0	85,190	13,741.00	66,250.00	5,199.00	93.9%	
TOTAL Assessors Department	218,319	0	218,319	30,986.61	166,140.12	21,192.27	90.3%	
TOTAL General Fund	218,319	0	218,319	30,986.61	166,140.12	21,192.27	90.3%	
TOTAL EXPENSES	218,319	0	218,319	30,986.61	166,140.12	21,192.27		

FOR 2023 13								
	ORIGINAL	TRANSFERS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT	
	APPROP	ADJUSTMENTS	BUDGET			BUDGET	USED	
GRAND TOTAL	218,319	0	218,319	30,986.61	166,140.12	21,192.27	90.3%	
** END OF REPORT - Generated by Liz Gilman **								

Notice of Zoning Amendment proposals – September 21, 2022

The following zoning amendment proposals have been submitted to the Greenfield City Council for consideration:

- Zoning Amendment to rezone 41 Oak Hill Road; Portion of 75 Oak Hill Road and Parcel R20-10T from General Industry (GI) to Rural Residential (RC).
- Amend Zoning Ordinance 200 7-17: Marijuana Establishments, Marijuana Indoor and Outdoor Cultivation.



Roman Wisniewski
Mayor

City of
GREENFIELD, MASSACHUSETTS

PLANNING AND DEVELOPMENT

PLANNING BOARD

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Phone 413-772-1549 • info@greenfield.ma.gov • www.greenfield.ma.gov

TO: Sheila Gilmore, City Council President
Members of the Greenfield City Council

FROM: Charles Roberts, Chairperson, Planning Board

DATE: August 8, 2022

RE: Planning Board initiation of the proposed Zoning Map Amendment for 41 Oak Hill Road, a portion of 75 Oak Hill Road, and Parcel R20-10T from General Industry (GI) to Rural Residential (RC)

At its August 4, 2022 meeting, the Planning Board, after careful consideration and deliberation, took the following vote to initiate the attached proposed Zoning Map amendment to rezone 41 Oak Hill Road, a portion of 75 Oak Hill Road, and Parcel R20-10T from General Industry (GI) to Rural Residential (RC):

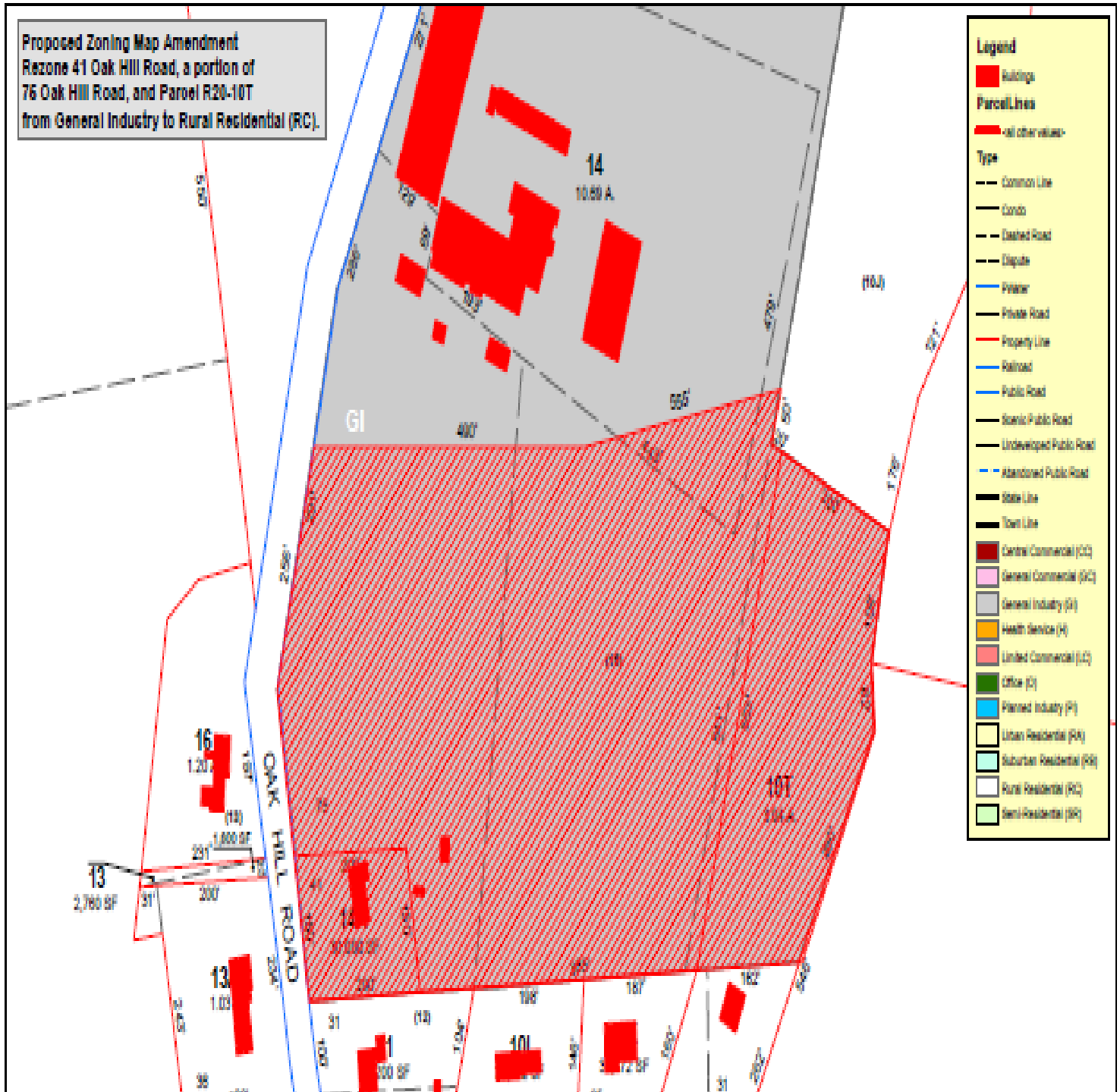
MOTION: Moved by Touloumis, seconded by McMahon, and voted 4:0:0 to forward the proposed Zoning Map Amendment for 41 Oak Hill Road a portion of 75 Oak Hill Road, and Parcel R20-10T to the City Council to initiate the Zoning Amendment process.

Respectfully submitted,
Charles Roberts
Chairperson, Planning Board

Attachment - Proposed Zoning Map Amendment



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



Prepared by: Dept. of Planning & Development
 Data Sources: City of Greenwood & MapInfo
 July 11, 2022

00 40 0 80 Feet



**Proposed Rezoning from
 General Industry (GI) to Rural Residential (RC)**



Add Definitions:

Marijuana Cultivation Indoor: An indoor marijuana cultivation shall be within a fully enclosed and secured space within a building envelope that complies with the Massachusetts Building Code and the Greenfield Building Code. A fully enclosed space shall have a complete opaque roof, a foundation, slab or equivalent base, to which the floor is secured by bolts or similar attachments, and is secure against unauthorized entry. The building shall be accessible only through one or more lockable doors, with walls and roofs constructed of solid materials such as two inch by four inch or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products shall not satisfy this requirement. An indoor cultivation shall be allowed to cultivate plants under artificial lighting and shall maintain a climate-controlled environment capable of regulating light, heat, water, nutrition, and pests. An indoor cultivation shall have a ventilation and filtration system that prevents marijuana plant odors from exiting the interior of the structure. For the purpose of this ordinance, neither a greenhouse nor a hoop house shall be considered a fully enclosed and secured space within a building envelope.

Marijuana Cultivation Outdoor: An outdoor cultivation shall be any location that is not within a fully enclosed and secure space within a building, as contained in the definition of an indoor cultivation. Outdoor cultivation means the cultivation of mature Cannabis without the use of artificial lighting in the Canopy area at any point in time. Artificial lighting is permissible only to maintain immature or vegetative mother plants.

The Greenfield Zoning Ordinance, Chapter 200, is hereby further amended in section 200-7.17 (E) General requirements and Conditions for all Marijuana Establishments by adding after subsection (12) the following new sections:

(13). No Marijuana Outdoor Cultivation in the RC zone shall be located within a distance of 500 feet from any residential property as measured in a straight line as the shortest distance from the edge of the marijuana canopy to the edge of any building or other occupied space.

(14) A Marijuana Indoor or Outdoor Cultivation shall comply in every respect with the requirements 935 CMR 500.110(6) which regulates "Security and Alarm Requirements for Marijuana Establishments Operating Outdoors."

- a) Implement adequate security measures to ensure that outdoor areas are not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana which shall at a minimum, include:
- b) Marijuana not grown inside a securable structure shall be enclosed within a minimum of eight (8) foot opaque perimeter security fence to prevent unauthorized entry to the cultivation facility with signs notifying observers that it is a Limited Access Area.
- c) Commercial-grade, nonresidential locks;
- d) A security alarm system that shall be continuously monitored, whether electronically, by a monitoring company or other means determined to be adequate by the Commission; and provide an alert to designated employees of the Marijuana Establishment within five minutes after a notification of an alarm or a system failure, either by telephone, email, or text message;

- e) *Video cameras at all points of entry and exit and in any parking lot which shall be directed at all safes, vaults, sales areas, and areas where Marijuana is cultivated, harvested, processed, prepared, stored, handled, transferred or dispensed and for the purpose of securing cash. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the Marijuana Establishment or area;*
- f) *24-hour recordings from all video cameras that are available for immediate viewing by the Commission on request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the Marijuana Establishment is aware of a pending criminal, civil, or administrative investigation for which the recording may contain relevant information;*
- g) *The ability to immediately produce a clear, color still image whether live or recorded;*
- h) *A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;*
- i) *The ability to remain operational during a power outage; and*
- j) *A video recording that allows for the exporting of still images in an industry standard format, including .jpg, bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal;*
- k) *All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.*
- l) *In addition to the requirements listed in 935 CMR 500.110(4)(a) and (b) the Marijuana Establishment shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system or shall demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system*
- m) *Access to surveillance areas shall be limited to persons that are essential to surveillance operations, Law Enforcement Authorities acting within their lawful jurisdiction, police, and fire departments, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Commission on request. If the surveillance room is on-site of the Marijuana Establishment, it shall remain locked and shall not be used for any other function.*
- n) *All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.*
- o) *Security plans and procedures shared with Law Enforcement Authorities pursuant to 935 CMR 500.110(1)(o) shall include: a description of the location and operation of the security system including the location of the central control on the Premises, a schematic of security zones, the name of the security alarm company and monitoring company, if any, a floor plan or layout of the facility in a manner and scope as required by the municipality; and a safety plan for the manufacture and production of marijuana products as required pursuant to 935 CMR 500.101(1)(d)3.c.*
- p) *Each licensee shall file an emergency response plan with the Greenfield Fire and Police Department*

(15) No Outdoor Marijuana Cultivation establishment shall allow cultivation, processing, manufacture, sale, or display of marijuana or marijuana products to be visible from a public place without the use of binoculars, aircraft, or other optical aids.

(16) An Indoor or Outdoor Marijuana Cultivation shall be ventilated in such a manner that no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at any exterior boundary line of the cultivation property or at any adjoining use or property. Outdoor cultivation of marijuana will implement industry best practice to eliminate any noticeable trace of marijuana odor at the perimeter of the property of the cultivation site.

(17) Lighting from any Indoor or Outdoor Marijuana Cultivation shall not extend beyond property lines. Artificial lighting from within gate building(s) shall not create light pollution.

F. In reviewing a special permit under this section the Board shall consider the impact of the proposal on the following:

- h) Proximity to other licensed marijuana uses to prevent clustering.*
- i) Relationship to surrounding uses to avoid unnecessary exposure to minors.*
- j) Site design and other development related site impacts.*
- k) Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500(10)*

(18) All applications for a special permit for marijuana cultivation must include a water management plan, submitted by the applicant. It shall be prepared by an independent contractor who is approved by the city. The plan will then be reviewed by the DPW director. It must demonstrate that water usage at full capacity will not compromise the public water supplies of the city.