

GREENFIELD TOWN COUNCIL
Regular Meeting Minutes
May 21, 2008

Greenfield Community Television

7:00 p.m.

CALL TO ORDER: Meeting was called to order at 7:05 p.m. by President Maloney.

ROLL CALL OF MEMBERS: Roll Call was taken. All Councilors were present.

ALSO PRESENT: Mayor Christine Forgey; Director of Municipal Finance and Administration Marjorie L. Kelly; Town Clerk Maureen Winseck; Assistant Town Clerk Deborah Tuttle; Police Chief David Guilbault; School Committee Chairman Greg Aubin; School Committee Members Dalton Athey, Hassan Elzeneiny, Maria Burge, John Lunt, and Doris Doyle; Register of Probate John Merrigan; Candidate for Town Council Precinct Five (5) David Singer; several Greenfield Teachers and parents; Anita Fritz, the *Recorder*; Dave Vallette, the *Republican*; members of the media; GCTV-15 staff; and members of the public.

ACCEPTANCE OF MINUTES: On a motion by Councilor Farrell, second by Councilor Allis, it was unanimously **VOTED:** TO ACCEPT THE TOWN COUNCIL MINUTES OF APRIL 16, 2008 AND APRIL 30, 2008.

PUBLIC HEARINGS: President Maloney opened the Public Hearing at 7:06 pm. Councilor Joseph read the Public Hearing notice:

In accordance with the Home Rule Charter the Greenfield Town Council will hold a public hearing on Wednesday, May 21, 2008, beginning at 7:00 p.m. at GCTV-15, 393 Main Street, to consider the following:

- o Appropriate \$1,100.00 from the Griswold Conservation Area Reserve for Maintenance work at the Griswold/GTD Conservation Area.

The Town Council will consider the same at their meeting on Wednesday, May 21, 2008 which begins at 7:00 p.m. at the GCTV-15 Studio, 393 Main Street.

A full copy of the proposals are available for review in the Greenfield Town Clerk's Office, 14 Court Square, Greenfield, MA, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday and 8:00 a.m. and 12:30 p.m., Friday.

President Maloney asked if anyone from the public wished to speak. Seeing none, he closed the Public Hearing at 7:07 pm. He noted a friendly amendment would need to be made to amend the amount from \$1,100.00 to \$2,400.00.

Councilor Joseph held the second reading: Appropriate \$1,100.00 from the Griswold Conservation Area Reserve for Maintenance work at the Griswold/GTD Conservation Area.

COMMUNICATIONS:

SCHOOL SUPERINTENDENT/SCHOOL COMMITTEE: President Maloney stated this was a standard agenda item which allowed for discussion between the School Department/Committee and the Town Council. He noted discussion would continue tomorrow night at the School Committee meeting.

Comments from the School Committee included:

- The point of this discussion was to close the gap between the School Committee and Mayor's budget.
- The staff cuts in the School Department made in February were not restored in the Fiscal Year 2009 budget.
- The School Committee cannot talk about negotiations.
- The Mayor's Fiscal Year 2009 spending plan for the Greenfield School System was less than Fiscal Year 2002.
- Gill-Montague and Greenfield School Districts do share some services. A meeting was planned between the Superintendents to discuss additional Special Education shared services.
- A few items which could be done to assist the budget would be 1.) Standardize class size to 21-22 students 2.) Realize a savings on Health Insurance by increasing the employees' percentage 3.) Control choice-out.
- Create a consolidation plan now and implement it in January 2009.
- The Massachusetts School Building Authority requires 6 months notice to close a school.

Comments from the Town Council included:

- After funding the schools, \$ 11,194,100.00 was left to fund the rest of the town departments.
- Possible state legislation would be considered by the Town for school funding.
- The proposed Fiscal Year 2009 was in deficit by \$243,500.00.
- Citizens were feeling confusion and disconnected with the School budget and committee.

- No new revenues were coming in to the Town.
- Increase employee Health Insurance, i.e. every 5% increase contribution by the employees would increase town funds by \$500,000.00 to \$600,000.00, which could be diverted to departments.
- Freeze spending, design mandatory curriculum, and define innovative parameters.
- The perception of the Greenfield School system was not good.
- A strategic plan was needed for the Greenfield School System.
- What was the consensus among the School Committee regarding what could be done with the funds available?
- Over the past 13 years the Greenfield School System has received an average increase of 2.7% yearly.
- Would it be possible to regionalize the Greenfield School System?
- Rework and review what departments would do with a level funded budget?
- It was difficult to solve a puzzle with limited resources.
- Find ways to sell School property and pay back the borrowing with income from the sale.

Comments from the Mayor and staff included:

- When planning a budget, you must track revenue and make educated estimates.
- ¾ of a million dollars has been taken out of stabilization to fund the school deficit this year.
- Reserve funds would be used for utility overruns in the school and other town departments.
- There were no preconceived notions regarding the Franklin County Town discussions of regionalization or consolidation.
- Historically, Public Safety overtime has been underfunded. This year Public Safety overtime budgets had been increased, but not fully funded.
- The Massachusetts School Building Authority said anything was possible when people come to the table and talk regarding closing a school with less than 6 months notice.

MAYOR: None.

TOWN OFFICERS: None.

MOTIONS, ORDERS, AND RESOLUTIONS

MOTION: On a motion by Councilor Joseph, second by Councilor Guin, it was

MOVED: APPROPRIATE \$1,100.00 FROM THE GRISWOLD CONSERVATION AREA RESERVE FOR MAINTENANCE WORK AT THE GRISWOLD/GTD CONSERVATION AREA.

President Maloney accepted a friendly amendment from Councilor Joseph to amend the amount from \$1,000.000 to \$2,400.00, on the advice of the Director of Finance and Administration. Councilor Joseph stated the Ways and Means Committee forwarded a unanimous positive recommendation for Town Council approval.

It was unanimously,

VOTED: THAT IT BE ORDERED, APPROPRIATE \$2,400.00 FROM THE GRISWOLD CONSERVATION AREA RESERVE FOR MAINTENANCE WORK AT THE GRISWOLD/GTD CONSERVATION AREA.

MOTION: On a motion by Councilor Guin, second by Councilor Allis, it was

MOVED: TO ADOPT THE RESOLUTION APPROVING THE APPLICATION OF THE F.W. WEBB COMPANY AND RAM CONSTRUCTION, LLC AS A **CERTIFIED PROJECT**, AS WRITTEN IN THE APPLICATION AND THE **TIF AGREEMENT**, ATTACHED HEREIN, AND TO WAIVE THE READING OF THE RESOLUTION.

DISCUSSION: Councilors Guin and Joseph reported the Economic Development and Ways and Means Committees forwarded positive unanimous recommendations to the Town Council for the approval of this portion of the TIF. Councilor Guin stated the committee did not discuss the need a Special Permit from the Zoning Board of Appeals. Discussion was held regarding the percentage of tax which would not be paid to the Town because of the TIF. It was also noted Verizon did not have a TIF. However, the company did pay property tax etc. The Town leases a parking lot owned by the Baptist Church which was not taxed.

It was unanimously (Councilor McLellan abstained)

VOTED: THAT IT BE ORDERED, TO ADOPT THE RESOLUTION APPROVING THE APPLICATION OF THE F.W. WEBB COMPANY AND RAM CONSTRUCTION, LLC AS A **CERTIFIED PROJECT**, AS WRITTEN IN THE APPLICATION AND THE **TIF AGREEMENT**, ATTACHED HEREIN, AND TO WAIVE THE READING OF THE RESOLUTION.

TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

THE CITY OF GREENFIELD,

F. W. WEBB COMPANY

AND

RAM CONSTRUCTION, LLC

THIS AGREEMENT is made this day of _____, 2007, by and between the CITY OF GREENFIELD, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at City Hall, 14 Court Square, Greenfield, MA 01301 (hereinafter referred to as the "CITY"), F.W. WEBB COMPANY, a Massachusetts corporation, having a principal place of business at 160 Middlesex Turnpike, Bedford, MA 01803 (hereinafter referred to as the "LESSEE"), and RAM CONSTRUCTION, LLC, a Massachusetts limited liability company, having a principal place of business at 160 Middlesex Turnpike, Bedford, MA 01803 (hereinafter referred to as the "LESSOR").

WITNESSETH

WHEREAS, the CITY has been designated as a member of the Greater Franklin County Economic Target Area (the "ETA") by the Massachusetts Economic Assistance Coordinating Council (the "EACC");

WHEREAS, the LESSOR is, or will be the owner of the parcels of land containing approximately 11.18 acres, located on Silvio O. Conte Drive in Greenfield and shown as the land described in Greenfield Assessors' records as R05 29J 0 , all as shown on the map in the attached Exhibit A, together with any buildings and improvements thereon (the "FACILITY");

WHEREAS, the FACILITY is located within the F. W. Webb Company Economic Opportunity Area and a Tax Increment Financing Zone, both as designated, or to be designated, by the CITY and the EACC (the "EOA" and "TIF Zone") and shown on the plan attached hereto as Exhibit A;

WHEREAS, the LESSOR has, or will be purchasing the land described in Exhibit A and will be constructing and equipping an approximately 30,000 s/f warehouse/distribution building to be leased to the LESSEE (the "CERTIFIED PROJECT");

WHEREAS, the CERTIFIED PROJECT, when completed and fully operational, will create at least five (5) permanent, full time jobs being transferred from the LESSEE'S current facility in Greenfield and create over time, an additional five (5) full time jobs all as described in the Certified Project Application, and will represent an investment of at least \$3,000,000.00 (including land acquisition) in the CERTIFIED PROJECT;

WHEREAS, the LESSOR is seeking a Tax Increment Financing Exemption from the CITY (the "EXEMPTION") in order to benefit the LESSEE, in accordance with the Massachusetts Economic FACILITY Incentive Program (the "EDIP") and Chapter 23A of the Massachusetts General Laws;

WHEREAS, the assessed valuation of the FACILITY for fiscal year 2008 is \$194,200;

WHEREAS, the CITY strongly supports increased economic activity at the FACILITY to provide additional jobs for residents of the CITY, the ETA and Massachusetts and to expand commercial, retail and industrial activity within the CITY, and to develop a healthy economic and strong tax base;

WHEREAS, the CERTIFIED PROJECT will further the economic FACILITY goals and the criteria established for the ETA, the EOA and the TIF ZONE;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. TAX INCREMENT FINANCING EXEMPTION

1. The CITY, as authorized by vote of its City Council passed on _____, 2007, hereby enters into this Tax Increment Financing Agreement (the "AGREEMENT") with the LESSOR and the LESSEE for the CERTIFIED PROJECT.
2. The EXEMPTION is hereby granted by the CITY to the LESSOR in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5 of the Massachusetts General Laws. The EXEMPTION shall be for the period of ten (10) years (the "EXEMPTION PERIOD"), commencing with Fiscal Year 2009 (which begins July 1, 2008) and ending with Fiscal Year 2018 (which ends June 30, 2018) and shall provide a percentage EXEMPTION from taxation, as described in the table below, on the increased value of the FACILITY. The EXEMPTION shall be calculated and remain unchallenged for each fiscal year as follows:

| YEAR | FISCAL YEAR | TAX EXEMPTION |
|-------------|---------------------------|---------------------------------|
| 1 | 2009 (7/1/2008-6/30/2009) | 6% of the increase in valuation |
| 2 | 2010 (7/1/2009-6/30/2010) | 6% of the increase in valuation |
| 3 | 2011 (7/1/2010-6/30/2011) | 6% of the increase in valuation |
| 4. | 2012 (7/1/2011-6/30/2012) | 6% of the increase in valuation |
| 5 | 2013 (7/1/2012-6/30/2013) | 6% of the increase in valuation |
| 6 | 2014 (7/1/2013-6/30/2014) | 6% of the increase in valuation |
| 7 | 2015 (7/1/2014-6/30/2015) | 6% of the increase in valuation |
| 8 | 2016 (7/1/2015-6/30/2016) | 6% of the increase in valuation |
| 9 | 2017 (7/1/2016-6/30/2017) | 6% of the increase in valuation |
| 10 | 2018 (7/1/2017-6/30/2018) | 6% of the increase in valuation |

3. The EXEMPTION formula for the CERTIFIED PROJECT will be calculated as prescribed by the Massachusetts General Laws Chapter 40, Section 59 and in 760 CMR 22.00. The EXEMPTION formula shall apply to the incremental difference in the assessed valuation of the FACILITY between the base valuation in the base year, which shall be fiscal year 2008, and the increase in assessed valuation of the FACILITY for ten (10) years.
4. The base valuation of \$194,200 for FY 2008 is the assessed value of the FACILITY in the fiscal year immediately prior to the fiscal year in which the property becomes eligible for the EXEMPTION.
5. The LESSOR hereby agrees to reduce the LESSEE'S real estate taxes they pay for their occupancy of the FACILITY according to Section 2 above.
6. It is anticipated by the parties that the LESSOR and the LESSEE will be applying to the EACC for investment tax credits pursuant to the EDIP for eligible expenditures made in the EOA and TIF Zone. The CITY agrees that the Mayor and City Council, if required, will review any future requests for certifying such costs to the EACC and cooperate with the LESSOR and the LESSEE and any other tenants in this process.

B. CONDITIONS

The EXEMPTION granted to the LESSOR by the CITY hereby is in consideration of the LESSOR'S and LESSEE'S commitments stated hereafter as follows:

1. To transfer at least five (5) permanent jobs and to create at least five (5) additional new, permanent full time jobs) within five years from the date of the LESSEE'S occupancy of the FACILITY as outlined in the CERTIFIED PROJECT APPLICATION, dated as of September 15, 2007 submitted to the CITY by the LESSOR and LESSEE in connection with LESSOR'S request for the EXEMPTION, and hire residents of the CITY, and the ETA as outlined in the CERTIFIED PROJECT APPLICATION;
2. To invest approximately Three Million Dollars (\$3,000,000.00) in land acquisition, new construction and equipping the FACILITY for the CERTIFIED PROJECT as described in the CERTIFIED PROJECT APPLICATION which shall be placed in use by the end of Fiscal Year 2009;
3. To cooperate with the CITY, the local Office of the Massachusetts Department of Labor and Workforce Development and other agencies, as appropriate, in seeking to fill job vacancies with the LESSEE as they develop, and operate a job outreach program whereby Greenfield and other ETA residents are made aware of job opportunities with the LESSEE, including advertising in the local newspapers encouraging such residents to apply for employment with the LESSEE any time advertisements are otherwise placed by the LESSEE for employment at the FACILITY and hire properly qualified Greenfield and ETA residents on a priority basis consistent with any applicable laws ;
4. To have all LESSEE'S owned vehicles (except those used by company executives and garaged at their homes), used in connection with the FACILITY, garaged so that any local motor vehicle excise taxes owed with respect to such vehicles will be paid to the CITY;
5. To submit the official EDIP annual reports on job creation, job retention and new investments at the FACILITY to the CITY, and the EACC by September 30th of each year during the EXEMPTION PERIOD, or as otherwise required by the EDIP. The annual report shall be the reports required to be filed pursuant to the EDIP;
6. To pay all taxes owed the CITY relating to the premises in a timely fashion; and
7. To permit the CITY, through its Mayor, to manage, administer, monitor and enforce this AGREEMENT;

C. ADDITIONAL PROVISIONS

1. The LESSOR and the LESSEE agree that the CITY has the right to petition to the EACC to decertify the project and revoke this AGREEMENT if the CITY, acting through its Mayor, determines that the LESSOR and LESSEE have failed in any material way to meet any of the obligations as set forth in this AGREEMENT. Upon decertification by the EACC, the CITY shall discontinue the EXEMPTION benefits described above, commencing with the fiscal year immediately following the year for which the LESSOR or LESSEE has so failed to meet its obligations. Prior to filing any such petition for de-certification, however, the CITY shall give the LESSOR and the LESSEE written notice of the alleged defaults and an opportunity to be heard at a public hearing on the matter. If the CITY is satisfied that the LESSOR and LESSEE have made a good faith effort to meet its obligations under this AGREEMENT, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the AGREEMENT, prior to the CITY filing a de-certification petition.
2. The LESSOR shall give the CITY thirty (30) days written notice prior to any proposed substantial change in the use of, or transfer of title to the FACILITY. Said notice shall be given to the CITY at the address listed above. The CITY shall not, except as required by law, disclose any information provided by the LESSOR regarding the proposed change in the use of, or proposed disposition of the FACILITY by the LESSOR and the LESSEE.
3. Pursuant to 760 CMR 22.05 (8) (d), this AGREEMENT shall be binding upon all parties to it, and be binding upon the LESSOR and the LESSEE and their successors and assigns, and shall inure to the benefit of affiliates of the LESSOR and the LESSEE and their successors and assigns so long as the CERTIFIED PROJECT has not been de-certified by the EACC. If the LESSOR or the LESSEE decides to sell or sublease the FACILITY, respectively, the LESSOR shall give the CITY at least thirty (30) days written notice of said sale or sublease. Said notice shall be given to the General Manager at the above address.
4. The CERTIFIED PROJECT becomes eligible for the EXEMPTION according to the terms described above, on the July 1st following the date on which the EACC approves the TIF Plan pursuant to which this AGREEMENT is executed, as provided in 760 CMR 22.05 (4)(d).
5. If any provision of this AGREEMENT shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this AGREEMENT shall be deemed to be amended to the minimum extent necessary to provide to the CITY, the LESSOR and to the LESSEE, substantially the benefits set forth in this AGREEMENT.
6. All notices permitted or required under the provisions of the AGREEMENT shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed above or at such other address as may be specified by a party in writing and served upon the other in accordance with this section.
7. If and to the extent that any party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of the AGREEMENT, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including without limitation requirement of statute or regulation; addition of any court, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval or action of any public or quasi public authority, official, agency or subdivision and any litigation relating thereto, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
8. Failure by the LESSOR or the LESSEE to perform any term or provision of this AGREEMENT shall not constitute a default under this AGREEMENT unless LESSOR or the LESSEE fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the CITY to the LESSOR and the LESSEE and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonable remedy such default, provided LESSOR or the LESSEE exercises due diligence in the remedying of such default. Notwithstanding the foregoing, any late payments of property taxes due under this AGREEMENT shall be subject to the same interest and penalty charges that would otherwise be levied in case of a failure to timely pay property taxes.
9. After receiving written notice from any person, firm or other entity, that such party holds a mortgage which includes as part or all of the mortgaged premises, any part of the FACILITY, the CITY shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to LESSOR

under the terms of this AGREEMENT, but such notice may be given by the CITY to LESSOR and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default as is available to LESSOR and that such holder shall have forty five (45) days more to cure any such default than would be available to LESSOR or the LESSEE under the provisions of this AGREEMENT. In addition, so long as any such holder, within seventy five (75) days of receiving any such notice from the CITY, shall commence proceedings for foreclosure of any such mortgage and shall, in the meantime, keep and perform or cause to be kept and performed all the obligations of LESSOR and the LESSEE, or shall undertake to cure any default under or failure of LESSEE to satisfy any condition of this AGREEMENT, to the extent that any such actions can be performed or undertaken by a party proceeding under foreclosure under applicable law, no default or failure of any condition shall exist under this AGREEMENT. Notwithstanding the foregoing, any late payments of property taxes due under this AGREEMENT shall be subject to the same interest and penalty charges that would otherwise be levied in case of a failure to timely pay property taxes.

WITNESSETH the execution and delivery of this AGREEMENT by the CITY OF GREENFIELD, RAM CONSTRUCTION, LLC, and F. W. WEBB COMPANY, as an instrument under seal as of the date first above written.

The **CITY OF GREENFIELD,**

RAM CONSTRUCTION, LLC

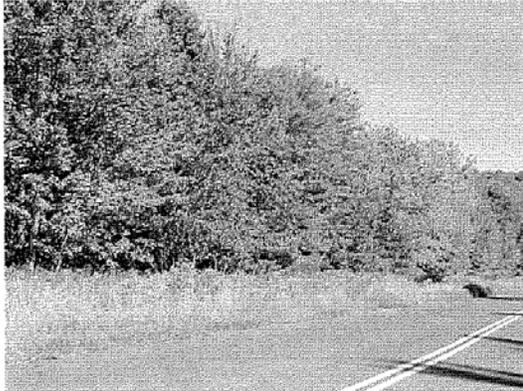
Christine Forgey, Mayor

Manager F. W. WEBB COMPANY
Authorized Officer

Greenfield Property Information

Parcel ID: R14 24B 0

SILVIO O CONTE DR



Interior Layout

Ownership:
PELLA PRODUCTS, INC.

Billing Address:
155 MAIN ST
GREENFIELD, MA 01301

Owner Occupied: N

Narrative Description:
This Parcel contains 16.98527 acres of land with a(n) building built about ,
having primarily exterior and roof cover, with 0 baths, 0 half baths.

EXTERIOR INFORMATION

Building Type:
Roof Type:
Roof Cover:
Exterior Walls:
Story Height:
Frame:
Number of Buildings: 0
Prime LUC: 440
Year Built:
Zone: P1
Utility 1: WATE
Utility 2:
Utility3:

INTERIOR INFORMATION

Owner Name: PELLA PRODUCTS, INC.
Kitchens: 0
Basement Area: 0
Full Baths: 0
Half Baths: 0
Other Fixtures: 0
Solar Hot Water: False
Central Vac: False
Fireplaces: 0
Total Rooms: 0
Total Bedrooms: 0
Primary Floors:
Primary Interior Walls:

VALUE INFORMATION

Land Value: 194200
Yard Value: 0
Building Value: 0
Total Value: 194200
Sale Price: 193000
Legal Reference: 3046/G2
Legal Reference Date: 10/19/1995
Legal Description:
Grantor: SHERMAN GARY W
Total Finished Area: 0
Grade:
Condition: Average
Total Acres: 16.98527

| Permit Number | Description | Notes | Amount | Closed Date | Permit Date |
|---------------|-------------|-------|--------|-------------|-------------|
|---------------|-------------|-------|--------|-------------|-------------|

Exhibit A

66 Convenient Locations

- CONNECTICUT**
 - Hartford 06114**
150 Locust Street
860.522.9322
800.252.WEBB
Fax: 860.246.3718
 - Hartford 06114**
Victor
200 Locust Street
860.722.4433
800.243.5300
Fax: 800.214.2004
 - New Haven 06519**
650 Ella T. Grasso Blvd
203.865.6124
860.416.9322
Fax: 203.624.5027
 - Waterbury 06708**
737 Bank Street
203.574.5959
860.572.6479
Fax: 203.715.9245
 - MAINE**
 - Augusta 04330**
138 Leighton Road
P.O. Box 5018
207.623.2521
800.522.4700
Fax: 207.522.2533
 - Bangor 04401**
67 Target Industrial Circle
207.947.4505
800.452.7371 MA only
Fax: 207.147.2111
 - Biddeford 04005**
22 Landry Street
207.287.7558
800.443.0506
Fax: 207.282.0259
 - Caribou 04738**
420 Main Street
207.498.2525
860.539.3029
Fax: 207.418.2137
 - Lewiston 04240**
9 Forestall Street
P.O. Box 2546
207.784.4525
800.252.2000
Fax: 207.784.4205
 - Portland 04106**
F. W. Webb
150 Postal Service Way
207.772.8364
800.482.0791 ME only
Fax: 207.775.4571
 - Rockland 04861**
22 Merrill Drive
207.694.6203
800.287.0015
Fax: 207.694.0186
 - West Bath 04530**
P.O. Box 612
Dull Rock Bridge Road
207.492.7990
800.427.7990
Fax: 207.492.8377
 - Winooski 05401**
Mail to: P.O. Box 1509
Waterville, ME 04905
Ship to: 37 Heywood Road
Winooski, ME 04901
800.533.1172
 - F. W. Webb**
207.372.5522
860.640.9322
Fax: 207.972.8207
 - Kennebec Supply**
207.873.2111
Fax: 207.873.0152
 - Kentville Supply**
207.873.7241
870.452.1928
Fax: 207.873.2545
 - MASSACHUSETTS**
 - Auburn 01501**
43 Sward Street
Auburn Industrial Park
508.767.9522
800.872.0911
Fax: 508.767.8981
 - Bedford 01730**
160 Middlesex Turnpike
781.273.WEBB
900.221.WEBB
Fax: 781.270.0208
 - Bellingham 02049**
47 South Maple Street
98.966.4999
Fax: 608.966.1999
 - Boston 02118**
257 Albany Street
617.482.8387
Fax: 617.423.7858
 - Brockton 02301**
60 Industrial Boulevard
508.580.8310
606.544.WEBB
Fax: 508.684.6418
 - Canton 02021**
652 West Drive
781.328.6559
Fax: 781.828.8660
 - Dedham 02026**
45 Commerce Way
781.329.6200
866.684.9322
Fax: 781.329.5631
 - Pittsfield 01420**
135 Palulah Street
978.345.4121
800.322.0899
Fax: 978.343.3739
 - Gloucester 01930**
51 Great Republic Drive
Blackburn Industrial Park
978.265.7800
Fax: 978.261.7018
 - Greenfield 01301**
510 Chajanan Street
413.723.3644
800.564.3644
Fax: 413.725.8203
 - Maverhill 01836**
270 Neck Road
Ward Hill Business Park West
978.374.8448
978.374.7499
800.521.7499
Fax: 978.373.7725
 - Myantis 02601**
880 Arbucks Ln
608.775.3890
800.159.5169 MA only
Fax: 508.778.0409
 - Lowell 01851**
180 Old Casual Drive
978.937.9322
800.642.WEBB
Fax: 978.937.6522
 - Malden 02148**
680.554 Broadway
781.322.7111
800.965.7111
Fax: 781.324.7773
 - New Bedford 02740**
333 Church Street
508.995.9855
888.354.0048
Fax: 508.989.0954
 - Northampton 01060**
135 Industrial Drive
413.588.8000
800.282.7221 MA only
Fax: 413.586.6280
 - Pittsfield 01201**
35 Commercial Street
413.448.8205
800.678.9322
Fax: 413.442.2261
 - Plymouth 02380**
3 Collins Avenue
508.820.4666
Fax: 508.830.0481
 - Salem 01970**
295 Bridge Street
978.744.6510
800.546.5025
Fax: 978.744.1444
 - Springfield 01104**
153 Plainfield Street
413.731.1700
800.660.5141
Fax: 413.731.1706
 - Sturbridge 01506**
Pipe Depot
9 Picket Road
508.347.3342
Fax: 508.347.4967
 - Woburn 01801**
50 Everberg Road
WebbAir
781.933.1804
800.263.7848
Fax: 781.933.3528
 - Utilities Supply**
781.396.9025
800.343.7555
Fax: 781.396.2329
- NEW HAMPSHIRE**
 - Dover 03820**
10 Sumner Drive
603.749.3100
800.682.7196
Fax: 603.749.5672
 - Exeter 03833**
18 Continental Drive
603.772.3441
888.993.9322
Fax: 603.772.1866
 - Gilford 03240**
302 Hoagell Avenue
603.524.9722
800.346.1771
Fax: 603.527.1564
 - Keene 03431**
420 Winchester Street
603.352.1877
800.235.1218 NH only
Fax: 603.357.7276
 - Lebanon 03766**
35 Lima Road
603.445.1980
800.322.8707
Fax: 603.445.6067
 - Madison 03840**
1173 Conway Road
603.367.8852
800.852.9205
Fax: 603.367.4647
 - Manchester 03103**
25 Union Street
603.668.6488
800.789.6488
Fax: 603.668.2277
 - Nashua 03082**
7 Redwood Street
603.885.3355
800.462.1440 NH only
Fax: 603.596.7335
- NEW YORK**
 - Albany 12204**
17 Erie Boulevard
518.472.9322
800.432.WEBB
Fax: 518.472.9399
 - Glyde 14433**
80 Davis Parkway
315.925.7619
800.828.8294
Fax: 315.925.3294
 - Plattsburgh 12901**
7327 Rte. 9
518.562.2575
800.622.WEBB
Fax: 518.662.0117
 - Queensbury 12004**
5 Highland Avenue
518.792.1315
800.826.0326
Fax: 518.792.1335
 - Syracuse 13204**
168 Syracuse Street
315.476.9322
800.262.9222
Fax: 315.472.4139
- Utica 13581**
415 Broad Street
315.724.5191
Fax: 315.724.4267
- RHODE ISLAND**
 - Cranston 02920**
5 Slater Road
Pipe Valves, Fittings
401.463.3741
800.795.6390
Fax: 401.463.4103
 - Webb Pump**
401.463.4108
866.860.7867
Fax: 401.463.6066
 - Webb Bio-Pharm**
401.463.4176
877.WEBB.UIC
Fax: 401.463.4100
 - Warwick 02886**
101 Jefferson Blvd
401.463.8359
888.225.6850
Fax: 401.463.6661
- VERMONT**
 - Barre 05641**
10 Clark Road
802.479.3373
800.244.5044 VT only
Fax: 802.479.2932
 - Bennington 05201**
45 Morse Road
802.447.2512
800.821.9606
Fax: 802.447.1481
 - Battleboro 05301**
251 John Seitz Dr
100 Industrial Park
802.257.4316
800.821.9511
Fax: 802.257.7690
 - Rutland 05701**
3091 Cold River Road
802.775.1922
800.522.4765
Fax: 802.775.7044
 - Springfield 05168**
5 Charlestown Road
802.885.8127
800.872.5303
Fax: 802.885.1686
 - St. Albans 05470**
5 Franklin Park West
802.627.0531
800.676.3765
Fax: 802.624.2063
 - St. Johnsbury 05819**
2409 Paulding Street
802.748.8101
800.372.8028
Fax: 802.748.3478
 - Williston 05498**
80 Park Avenue
802.879.5155
800.696.0540
Fax: 802.879.4848



Branch Phone # _____ Branch Manager _____
 Outside Sales Contact: _____ Inside Sales Contact: _____

F.W. WEBB COMPANY

4/9/07

EXHIBIT B

Greenfield

| | Current Employment Level | Jobs to be Relocated from Another MA Facility | Total, Projected New Permanent Jobs | New Jobs: Year One | New Jobs: Year Two | New Jobs: Year Three | New Jobs: Year Four | New Jobs: Year Five | New Jobs: |
|--|--------------------------|---|-------------------------------------|--------------------|--------------------|----------------------|---------------------|---------------------|-----------|
| Total Employees in Mass. | 537 | 0 | 150 | 30 | 30 | 30 | 30 | 30 | |
| Total Employees at CP | 0 | 5 | 5 | 1 | 2 | 1 | 1 | 0 | |
| # of Employees at Certified Project Location (CP) who live in the ETA of the CP | 0 | 0 | 0 | 1 | 2 | 1 | 1 | 0 | |
| # of Permanent FT Employees | 521 | 5 | 5 | 1 | 2 | 1 | 1 | 0 | |
| # of Permanent PT Employees | 16 | 0 | 0 | | | | | | |
| # of Temporary/Seasonal FT Employees | 0 | 0 | 0 | | | | | | |
| # of Temporary PT Employees | 0 | 0 | 0 | | | | | | |
| Jobs by Class. | | | | | | | | | |
| # of Mgt. | 46 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Average Salary | \$102,000 | \$95,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | |
| # of Assist. Mgt. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Average Salary | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| # of Middle Managers | 33 | 1 | 3 | 1 | 1 | 1 | 0 | 0 | |
| Average Salary | \$76,000 | \$78,000 | \$75,000 | \$75,000 | \$75,000 | \$75,000 | \$75,000 | \$75,000 | |
| # of Supervisors/Dept. Heads | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Average Salary | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| # of Other Workers | 458 | 3 | 6 | 0 | 1 | 1 | 1 | 0 | |
| Average Hourly Wage | \$22.00 | \$24.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 | |

Exhibit C

Equal Employment Opportunities

Section 2.1 -- Equal Employment Opportunities

The F.W. Webb Company provides equal employment opportunities to all employees and applicants for employment, without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, sexual orientation, ancestry or the presence of handicaps or disabilities. "If the individual can perform the essential functions of the position with reasonable accommodations."

In addition, this policy of equal opportunities applies to all terms and conditions of employment. This includes, but is not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Section 2.2 -- Affirmative Action

Every Officer, Executive, Manager/Supervisor will be responsible for cultivating attitudes favorable to Affirmative Action Programs and for implementing equitable practices in compliance with prevailing laws and regulations.

The Company will communicate to employees, potential employees, customers, vendors and other interested parties; its policies, practices and expectations regarding equal employment opportunity.

It will be the final responsibility for the General Manager of each location to ensure that EEO practices are implemented.

If you believe that you have been treated inequitably or discriminated against in this workplace because of your sex, race, creed, ancestry, marital or veteran status. As well as sexual orientation, color, religion, national origin, age, disability or status as a Vietnam Era veteran. contact the Affirmative Action Office (AAO) or the Equal Employment

MAY 12, 2008 11:52A

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page 1

Exhibit D + E
RAM ~~MASS~~ Construction, LLC

~~SCHEDULE~~

~~OWNERSHIP AGREEMENT OF RAM CONSTRUCTION, LLC~~

| <u>Name and Address</u> | <u>Membership Interest</u> | <u>Capital Contribution</u> |
|--|----------------------------|-----------------------------|
| Robert A. Mucciarone c/o F W Webb Company 160 Middlesex Turnpike Bedford, Massachusetts 01730 | 50% | \$100.00 |
| Charles H. Slattery, III c/o F W Webb Company 160 Middlesex Turnpike Bedford, Massachusetts 01730 | 50% | \$100.00 |

MOTION: On a motion by Councilor Guin, second by Councilor Farrell, it was

MOVED: THAT IT BE ORDERED, TO ADOPT THE RESOLUTION FOR THE F.W. WEBB COMPANY AND RAM CONSTRUCTION, LLC ACCEPTING THE **TAX INCREMENT FINANCING PLAN** WITHIN THE I-91 INDUSTRIAL PARK ECONOMIC OPPORTUNITY AREA (EOA) AND TO WAIVE THE READING OF THE RESOLUTION.

DISCUSSION: Councilors Guin and Joseph stated the Economic Development and Ways and Means Committees forwarded positive unanimous recommendations to the Town Council for the approval of this portion of the TIF.

It was unanimously (Councilor McLellan abstained)

VOTED: THAT IT BE ORDERED, TO ADOPT THE RESOLUTION FOR THE F.W. WEBB COMPANY AND RAM CONSTRUCTION, LLC ACCEPTING THE **TAX INCREMENT FINANCING PLAN** WITHIN THE I-91 INDUSTRIAL PARK ECONOMIC OPPORTUNITY AREA (EOA) AND TO WAIVE THE READING OF THE RESOLUTION.

**RESOLUTION
APPROVING CERTIFIED PROJECT APPLICATION
F.W. Webb Company**

WHEREAS, F.W. Webb Company. has applied for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws; and

WHEREAS, F.W. Webb Company. meets the minimum standards of the Economic Development Incentive Program and the local economic development goals and criteria established as part of the documents creating the Greater Franklin County Economic Target Area and the I-91 Industrial Park Economic Opportunity Area; and

WHEREAS, the proposed Certified Project will be located on Silvio Conte Drive in the Town of Greenfield, on property identified by the Assessors as Parcel R05 29J 0, and is within the I-91 Industrial Park Economic Opportunity Area; and

WHEREAS, the Town of Greenfield has agreed to offer a TIF Agreement to F.W. Webb Company.; and

WHEREAS, F.W. Webb Company. is going to invest greater than \$3,000,000 dollars in improvement of building and equipment and retain at least five (5) full-time jobs and create an additional five (5) new full-time jobs per year for residents of the Greater Franklin County Economic Target Area for the first four years of the TIF Agreement;

NOW THEREFORE BE IT RESOLVED that Town Council of Greenfield approves the Certified Project application of F.W. Webb Company. and the TIF Agreement, attached thereto and made a part thereof, and forwards said application for certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

Adopted this _____ 2008 by the Town Council of Greenfield.

President, Town Council

Town Clerk

SEAL

| | |
|---|---------|
| One Trustee of A.K. Warner Fund | 3 Years |
| One Trustee of Jennie L. Bascom Fund | 3 Years |
| One Elector Under Will of Oliver Smith | 1 Year |
| One Trustee of Soldiers' Memorial (Veteran) | 3 Years |
| One Trustee of Soldiers' Memorial (Non-veteran) | 3 Years |

You are hereby directed to serve this Warrant by posting attested copies thereof in nine public places in said Town; said posting shall be at least seven (7) days before the time of holding said meeting.

Given under our hands this 21st day of May, 2008.

Mark M. Maloney, Town Council President

A true copy,
Attest:

Constable

Date of Posting

President Maloney requested to move Public Forum up on the Town Council agenda.

PUBLIC FORUM: Tim Mosher, 29 Cypress Street, spoke of the 80% graduation rate for Greenfield High School. He suggested:

- Holding school during the summer months rather than heating the school system during the winter and paying for the oil.
- Installing wind turbines to generate electricity.
- Appreciates all of the “out of the box” ideas from everyone.
- Thanked the Town Councilors and School Committee members.
- The need to get people to choice back into Greenfield Schools. Accentuate the positive.

Pam Kinsmith, 93 Homestead Ave, would be conducting an anonymous survey filled out by Greenfield educators. She thanked the School Committee and Town Council members for the unprecedented conversation held this evening. Ms. Kinsmith discussed questions from citizens regarding the creation and creativity used to formulate the Fiscal Year 2009 School budget.

Beth Adams, Precinct 5 Town Councilor Candidate, suggested the Town Council consider the use of solar energy.

PRESENTATIONS OF PETITIONS AND SIMILAR PAPERS None.

REPORTS OF COMMITTEES

WAYS AND MEANS COMMITTEE President Maloney noted the committee would continue with budget meetings in future weeks.

ORDINANCES COMMITTEE Chairman McClellan stated the next meeting would be held on May 27, 2008 at a location to be determined.

ECONOMIC DEVELOPMENT COMMITTEE Chairman Guin announced the committee had met with the representatives of the Inspections and Enforcement and Planning Departments and would update the Town Council regarding this meeting at a future date.

TREASURER Councilor Lashier stated the Town Council expended \$2,215.99 in April. The Town Council has 27% of the budget remaining.

UNFINISHED BUSINESS: None.

OLD BUSINESS: None.

NEW BUSINESS: Councilor Joseph held a second reading on the following:

MAYOR'S

| CATEGORY | PROPOSED FY 09 BUDGET |
|-------------------------------|----------------------------------|
| LEGISLATIVE | \$ 34,600 |
| EXECUTIVE | \$ 228,500 |
| FINANCIAL ADMIN | \$ 840,900 |
| OPERATIONS SUPPORT | \$ 248,000 |
| LICENSING & REGISTRATION | \$ 239,700 |
| LAND USE & DEVELOPMENT | \$ 122,100 |
| OTHER GEN'L GOVERNMENT | \$ 134,600 |
| PUBLIC SAFETY | \$ 5,500,500 |
| EDUCATION | \$ 15,959,700 |
| PUBLIC WORKS | \$ 2,690,500 |
| HUMAN SERVICES | \$ 556,200 |
| CULTURE & RECREATION | \$ 698,500 |
| DEBT SERVICE | \$ 3,602,400 |
| MISCELLANEOUS | \$ 10,592,700 |
| TOTAL OPERATING BUDGET | \$ 41,448,900 |
| | |
| SEWER ENTERPRISE FUND | \$ 2,225,200 |
| WATER ENTERPROSE FUND | \$ 1,655,300 |

MOTIONS FOR RECONSIDERATION: None.

ADJOURNMENT: On a motion by Councilor Allis, second by Councilor Guin, it was unanimously **VOTED:** TO ADJOURN THE MEETING AT 10:22 P.M.

A true copy,

Attest: _____
Maureen T. Winseck, Town Clerk

GREENFIELD TOWN COUNCIL MEMBERS

GCTV-15
Regular Meeting
May 21, 2008

| | | | | | | | | |
|-----|----------------------|-----|--|--|--|--|--|--|
| 1. | Lashier, Dennis | P | | | | | | |
| 2. | McLellan, Thomas | P | | | | | | |
| 3. | Allis, Brickett | P | | | | | | |
| 4. | Maloney, Mark | P | | | | | | |
| 5. | Wisnewski, Mark | P | | | | | | |
| 6. | Letourneau, Danielle | P | | | | | | |
| 7. | Martin, William | P | | | | | | |
| 8. | Joseph, Christopher | P | | | | | | |
| 9. | Vacant | --- | | | | | | |
| 10. | Farrell, Timothy | P | | | | | | |
| 11. | Guin, Daniel | P | | | | | | |
| 12. | Siano, Alfred | P | | | | | | |

| | | | | | | | | |
|-----|-------------|---|--|--|--|--|--|--|
| 13. | Mason, John | P | | | | | | |
|-----|-------------|---|--|--|--|--|--|--|