

**Selectboard Executive Session**  
**1 Avenue A, Turners Falls, MA**  
**Monday, March 6, 2023**  
**7:35 PM**

**RE:** Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - FirstLight Power, votes may be taken

**Present:** Selectboard Richard Kuklewicz, Christopher Boutwell and Matt Lord, Town Administrator Steve Ellis, Asst. Town Administrator, Walter Ramsey; Executive Assistant, Wendy Bogusz

**Documents:** None

Kuklewicz opens the meeting at 7:35 PM.

Ellis:

- Settlement stakeholders (towns, FRCOG) are concerned we may not be able to achieve a settlement on the topic of erosion.
- We received some complicating news to the extent the Selectboard might want to execute the recreation agreement, pretty much everything we want is in there.
- Stakeholders may determine we would be best to take a pass on an erosion agreement if terms are not satisfactory.
- FirstLight has included terms in the recreation agreement that essentially obligate us to accept the conditions within the Fish and Flows agreement even though we were never a party to that. Would
- That erosion agreement has a couple of things that might stick, but the ones we discussed most were the operational limits in the Turners Falls impoundment area immediately above the dam.
- I received communication from FirstLight that we will have much wider limits which means allowances for much lower water levels or higher water levels than has historically been the case. Historically, the system has functioned within limits 97% of the time.
- The problem is, this time, they'll tell us that's the history and that's their intention, but they are decidedly unwilling to agree to put that in writing, which creates concern.
- FirstLight won't commit to those limits, they say they can't have any limits in the impoundment area because they don't know what the future is and with the operational limits upstream and downstream, they have to use this as their flex zone.
- From the standpoint of settlement timelines, Ellis has to notify FirstLight tomorrow if the Selectboard is willing to sign a recreation agreement if it obligates us to this broad sense of operational limits that could see periods when we have a mud flat in places.
- We may see Gill and Northfield walk away from signing a recreational agreement because they are very concerned about erosion and there is the belief that exaggerated high and low water levels is going to encourage greater erosion
- By walking away, the Town would lose some degree of certainty relative to everything that's in the recreational AIP and the negotiated increase in the amount of water that is going over the dam, which will probably have a financial cost to Montague, but is also important to improving the aquatic health of the river below the dam
- FirstLight has indicated that they would increase agreed upon water flows in the river below the dam, an increase from 250 cfs in the summer to 500, even potentially 600 cfs, if CRC was to sign on. Ellis understands that CRC will not sign on, on the basis of FirstLight's position on erosion.

- If we sign, we foreclose on any opportunity to ever issue commentary relative to Fish Passage and Flows in the 401 water quality certification process, before the license gets signed.

**Discussion/Opinions Expressed:**

- Not comfortable with the impoundment levels of water being extremely high or low going over the dam.
- What message does it send if we sign? Not sure we will do better and may do worse if we don't sign.
- Worried about so much water going over that there's none left for power generation and that is going to cost our residents a lot of money, that's a big chunk of taxes. First Light will say that is going to devalue the Gate house and Station #1 at Cabot Station.
- The goal in not signing is to prevent additional flows from going over; that's a condition of them allowing additional flows to go over
- If everyone agrees and sign on to the Recreational agreement, then they would up the flows to 500
- The recreational agreement requires you to sacrifice the right to challenge anything in the Fish Passage and Flows agreement. By signing the agreement you're supporting more flows over the dam
- Discussion regarding flows and erosion
- Kuklewicz wants to protect the assets we have. Lord doesn't have a problem walking away if the expert we hired feels we have another bite at the apple

**MOTION:**

Lord makes the motion that we reject the terms of the recreation agreement in principal with First Light as they are tied to the terms of the Fish & Flow agreement to which this Board was not party, had no influence over those terms regarding Fish & Flows and by signing the recreation agreement in principal we would wave all rights to future commentary upon any aspect to the Fish & Flows Agreement which this Board may consider negative. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord – Aye

The Board will announce at the next meeting that they did not agree with the terms presented. Ellis will make an announcement at the next Selectboards meeting.

*Boutwell makes the motion to adjourn the executive session at 7:59 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord - Aye*

*Boutwell makes the motion to adjourn the regular meeting at 7:59 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord – Aye*

Approved:

✓ Richard J. Kuklewicz

Release to the Public:

✓ Yes

       Not Yet

7/9/25 Date

Date Released to the Public:

7/9/2025