

MONTAGUE SELECTBOARD MEETING
1 Avenue A, Turners Falls and VIA ZOOM
Monday, May 4, 2026
AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/82506750298>

Meeting ID: 825 0675 0298 Password: 055600 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meetings: April 13 and 27, 2026
3. 6:30 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Licenses/Event Applications**
 - RiverCulture seeks permission for use of the Montague Town Common on Saturday, May 30,2026 for Montague Music Festival and to close North Street between Center Street and Main Street for parallel activities. This festival is co-sponsored by RiverCulture
 - RiverCulture seeks blanket permission for several activities on Town property related to First Friday and other summer events between May and September 2026 including signs, sidewalk sales, entertainment, food service and placemaking activities
 - Montague Public Libraries, Angela Rovatti-Leonard, requests use of Peskeompskut Park for Puppet Show on July 31,2026 from 8:30am to 1:00pm.
 - Montague Center Fire Fighters Assoc. request use of Montague Center Town Common for Memorial Day Service, May 24, 2026, 10:00 AM to 12:00 PM
 - 1st Congregational Church of Montague, requests use of Montague Center Town Common for the Montague Mug Road Race, August 15, 2026, 7:00AM to Noon
5. 6:40 **Personnel Board**
 - Appoint Hayden Stebbins to Montague Tree Advisory Committee, effective 5/5/26 to 6/30/27.

Montague Selectboard Meeting

May 4, 2026

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6. 6:45

Town Administrator's Business

- May 2 Town Meeting Debrief. Discuss follow-up actions.
- Authorize Town Administrator to sign license agreement with Firstlight for the installation of 3 historical interpretive signs on Firstlight property (bike path). Sign unveiling ceremony planned Sat May 16 at 10:30.
- Approve 2026 Summer Selectboard Meeting Schedule

Next Meeting

Selectboard: Monday, May 11, 2026, at 6:00pm via ZOOM

Montague Music Festival

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

4A

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 4/22/26 Date Approved: _____ Fee: /

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20_____
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday <u>5/30</u>	from: <u>10am - 6pm</u>	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: _____ { yes } { no }

This is an annual renewal? bi-annual { yes } { no }

1. NAME OF APPLICANT: Suzanne LeMante TELEPHONE: Riverculture

2. D/B/A: T.O.M.

3. PREMISES: Montague Center BUSINESS PHONE: Common

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

- Dancing by patrons size of floor _____
- Instrumental Music number of instruments & amplifiers _____
- Live Vocalists number of persons/type of show N/A
- Exhibition type _____
- Trade Show type _____
- Athletic Event type _____
- Play type _____
- Readings of Poetry or other
- New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: 200 Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: _____ Parking on Station Road

Applicant Signature

*****OFFICE USE ONLY*****

Board of Health Date
Jan O. [Signature] 4/24/26
 Police Department, Chief Date

Fire Department, Chief Date

Board of Selectmen, Chairman Date

Inspector of Buildings Date

Fully & specifically describe the premises upon which the proposed event is to take place.

Montague Center Common
and North Street

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

traffic slowing methods
employed. Parking/No parking
marked.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

cones, signs, barricades
borrowed from the DPW

What provisions will be made regarding first aid and emergency medical care?

yes.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

N/A

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant _____



Date 4/22/26

License fees:

Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 4/24/26

BOARD OF HEALTH – Approval / Comments

Date: _____

MONTAGUE PORCH FEST SATURDAY, MAY 30, 2026



Turners Falls Cultural District Activity MAY - September 2026

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

4B

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 4/22/26 Date Approved: _____ Fee: 0

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20____ during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: _____ { yes } { no }

This is an annual renewal? { yes } { no }

1. NAME OF APPLICANT: Suzanne Lo Manto TELEPHONE: 413-863-3200

2. D/B/A: River Culture T.O.M. EXT. 115

3. PREMISES: Town Hall BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables
See Attached

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

- Dancing by patrons size of floor _____
- Instrumental Music number of instruments & amplifiers _____
- Live Vocalists number of persons/type of show _____
- Exhibition type _____
- Trade Show type _____
- Athletic Event type _____
- Play type _____
- Readings of Poetry or other
- New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: _____

Applicant Signature
*****OFFICE USE ONLY*****

Board of Health Date
[Signature] 4/24/26
Police Department, Chief Date

Fire Department, Chief Date

Board of Selectmen, Chairman Date

Inspector of Buildings Date

Turners Falls Cultural District Activity May - September 2026



Board of Selectmen

Town of Montague

1 Avenue A

(413) 863-3200 xt. 108

Turners Falls, MA 01376

FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeomskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne Lo Manto

Address of applicant: 1 Avenue A. Turners Falls 01376

Phone # of applicant: 413-863-3200 ext. 115

Name of organization: River Culture / T.O.M.

Name of legally responsible person: T.O.M.

Location of assembly: Ave A and 3rd St.

Date of assembly: _____

Time of assembly: Begin: _____ End: See attached

Number of expected participants: _____

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: _____

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

Signatures:

Police Chief: [Signature] Date: 4/24/26

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

MEMO

To: Montague Selectboard

From: Suzanne LoManto

Assistant Planner- Director of RiverCulture

SuzanneL@montague-ma.gov

April 22, 2026

RE: Turners Falls Cultural District Activity

Use of Public Property for First Friday events May-September, 2026

RiverCulture and Downtown Business Coordinator Christian LaPlante are working to grown attendance at First Friday and other summer events in the Turners Falls Cultural District. Because business and restaurant owners are so busy, planning events is continuous and often last minute.

I am seeking blanket permission for a number of activities to happen on public property from May-September 2026. Having this flexibility will allow us to work with business and restaurant owners in manner that reflects their schedules.

The following activities were requested by the business community in a brainstorming session and may or may not happen. If granted, I would coordinate all activities and be responsible for informing business owners about Town polices and regulations.

SIGNS AND DECORATIONS

- Allow lawn signs and limited decorations in planters related to upcoming events.
- Signs and decoration will not hinder pedestrians or pose dangerous to the public.
- Signs and decoration will be removed directly after the event.

SIDEWALK SALES

- Allow business owners to put merchandise outside of their business.
- Set up 10-foot pop up tents.
- Tents, tables, racks/merchandise will be prevented from rolling or blowing away.
- A minimum of 4 feet of sidewalk will be open for ADA foot traffic.
- Allow a limited number of outside vendors to participate in sidewalk sales, *if indicated by the business community, and under the same restrictions.

ENTERTAINMENT

- Allow small/ solo musical acts to perform on Avenue A, Spinner Park and Third Street.
- Music will happen for a maximum of two hours any time between 5-8pm.
- Music will be at a low volume for pedestrians, not as entertainment for all of downtown.
- Electrical cords and other devices will be set up in a way that does not interfere with pedestrian traffic and is safe for small children and pets.
- A minimum of 4 feet of sidewalk will be open for ADA foot traffic.
- Allow other entertainment like a face painter under the same restrictions.

FOOD

- Allow a food vendor to set up on public property.
- All Food vendors will be permitted through the Health Department.
- Heating equipment must be blocked physically from public access plus have 4' of safety space around the heating equipment.
- RiverCulture will remove trash and recycling.
- Food vendors will remove trash and recycling related to cooking, storing, selling and reheating food.

PLACEMAKING ACTIVITIES

- Create a limited number of stencil patterns on the sidewalks for the public to fill in with traditional colored chalk.
- Stencils will be created using temporary chalk spray paint, lasting 2-4 weeks, ONLY
- Stencils will be about 3 feet wide and applied in a professional manner.
- Project moving images/ video on building walls using a projector.



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Montague Public Libraries / Angela Rovatti-Leonard - Youth Services Librarian

Name of business/group sponsoring proposed event if applicable: _____

If applicable, number of years your organization has been running this event in Montague? _____

Address 201 Avenue A, Turners Falls

Contact phone 413-863-3214 Contact email angela RL@montague-ma.gov

FID _____

Dates of proposed event 07/31/26 Location: Peskeompskut Park

Hours 8:30^{AM} - 1:00 PM Set Up: _____ Clean Up: _____

Approximate number of people expected to attend 150+

What provisions will be made regarding clean up of site? I will remove any trash that is generated during the event.

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Puppet Show

Fully & specifically describe the premises upon which the proposed event is to take place.

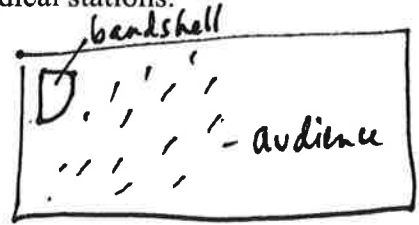
The puppet show will be held at the band stand.
The audience will sit on the ground.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A



Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

I will carry a cell phone.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

N/A - Town Agency

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Angela Reveth - Local

Date 4/21/26

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments
Jon D. Hale

Date: 4/22/26

BOARD OF HEALTH – Approval / Comments

Date: _____



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Ann Fisk

Name of business/group sponsoring proposed event if applicable: Montague Center Fire

If applicable, number of years your organization has been running this event in Montague? 20

Address 28 Old Sunderland Rd

Contact phone 413-512-0304 Contact email shallow05@comcast.net

FID N/A

Dates of proposed event May 24, 2026 Location: Montague Center Common

Hours 11:00 - 11:45 Set Up: 10:00 Clean Up: 12:00

Approximate number of people expected to attend 40

What provisions will be made regarding clean up of site? All items/trash will be removed by organizers

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Memorial Day - Veterans Service

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Short service with speakers, singing
placing of flowers.
There may be one short gun salute by mcfD members

Fully & specifically describe the premises upon which the proposed event is to take place.

Area in front of Memorial Stone - east side of
Common

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Fire persons will be stationed on Common in uniform
traffic is not affected

What provisions will be made regarding first aid and emergency medical care?

EMS will be located on Common

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Jim Fick EMT

Date 4/10/2026

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

I hope this will
be waived.

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments
Jim D. [Signature]

Date: 4/15/26

BOARD OF HEALTH – Approval / Comments

Date: _____



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Montague Mug Race - Ann Fisk

Name of business/group sponsoring proposed event if applicable: 1st Congregational Church of Montague

If applicable, number of years your organization has been running this event in Montague? 45

Address 4 North Street Montague, MA 01351

Contact phone 413-512-0304 cell Contact email skollow25@comcast.net

FID N/A 413-367-2812 home

Dates of proposed event Aug. 15, 2026 Location: _____

Hours 7am - 11:00am Set Up: 7am Clean Up: Noon

Approximate number of people expected to attend 60

What provisions will be made regarding clean up of site? Race committee will ensure grounds are clean of equipment/trash

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Road Race - Finish awards ceremony

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Road race begins at 4 North St - travels south over Taylor hill - Old Sunderland Rd - back to finish line on station st.

Fully & specifically describe the premises upon which the proposed event is to take place.

Several streets in Montague Center - Finish line on Station St
East side of Common Used for runners to meet before
and after race.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A church grounds are used for porta-potties, registration tables

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

North Street in front of church is closed to allow safe
area for start line. Station St is closed from # 11 to
School Street for the finish line

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Race committee post signs the entire route - McFD
covers every intersection during the race

What provisions will be made regarding first aid and emergency medical care?

Montague Center Fire/Ems is on scene - course route + finish line.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Paul Fisk

Date 4/20/2026

License fees:
Monday -- Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

John D. Huber

Date: 4/22/26

BOARD OF HEALTH – Approval / Comments

Date: _____

Dear Montague Selectboard and to whom it may concern,

I am writing to be appointed to be on the Montague Tree Committee. I have attended these meeting consistently since I moved to Turners Falls two years ago. I am a forester and have my MF from the Yale School of the Environment. I have a keen interest in urban forestry and want to use my position on the Tree Committee to improve tree cover across Montague to provide shade, habitat, beauty, and all the benefits of trees which I view as a public good.

Prior to becoming a forester, I taught public workshops about botany, mycology, and foraging and briefly ran my own native plant nursery. My wife and I have restarted our nursery work on a small scale in Turners, and I will be growing trees with the intent to contribute them to the town, particularly for areas that have very little tree cover.

Thank you for your consideration for appointing me to the Tree Committee, and I am happy to answer any questions you might have.

Sincerely,

Hayden Stebbins

April 28, 2026

Dear Montague Selectboard,

This is in regards to Hayden Stebbins joining the Montague Tree Advisory Committee. We, the members of the Tree Committee have voted unanimously for Hayden to become a member of the committee. He is interested in the subject, enthusiastic and dedicated.

Thank you for your consideration.

Sincerely,

William Codington

Chairman Montague Tree Advisory Committee

Name: **STEBBINS, HAYDEN**

MONTAGUE APPOINTED OFFICIAL

NAME: HAYDEN STEBBINS

DATE: 5/4/2026

COMMITTEE: TREE ADVISORY COMMITTEE

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 05/05/26

MATT LORD, CHAIR

RICHARD KUKLEWICZ, CO-CHAIR

MARINA GOLDMAN, CLERK

STEBBINS, HAYDEN personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **TREE ADVISORY COMMITTEE** according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

**FIRSTLIGHT HYDRO GENERATING COMPANY
LICENSE AGREEMENT
(Short Term Use)**

This LICENSE AGREEMENT (the “License Agreement” or “License”) is made as of this 30th day of April, 2026 by and between FirstLight MA Hydro LLC , a Delaware corporation (“FirstLight”) and the Town of Montague, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the “Licensee”).

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. DEFINED TERMS.

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. FERC. The Federal Energy Regulatory Commission.
- B. PROJECT. FERC Licensed Project No. 1889 and Project No. 2485 which include the Northfield Mountain and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. PROPERTY. That certain property further described or defined on Exhibit “A” attached hereto and incorporated herein.
- D. FACILITY. If applicable, the facility further described or defined on Exhibit “B” attached hereto and incorporated herein.
- E. USE. The use or uses described on Exhibit “B” attached hereto and incorporated herein, and no other use or purpose.
- F. TERM. The term or terms designated on Exhibit “B” attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. LICENSE FEE. The fee, if any, further described on Exhibit “B” attached hereto and incorporated herein.

2. TERM AND TERMINATION.

The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee’s failure to cure a default by Licensee hereunder, following written notice of such default from FirstLight to Licensee, if the terms

hereof expressly provide for such notice and a right to cure; or (iii) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party pursuant to the terms and conditions contained in Section 4 of Exhibit B attached hereto and incorporated herein.

3. NO WARRANTIES.

FIRSTLIGHT MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that FirstLight is under no obligation to maintain the Property for Licensee's Use.

4. COMPLIANCE WITH LAWS.

- A. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents and permits are in force for Licensee's Use. Licensee covenants that its Use shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and that Licensee shall take all reasonable precautions to ensure that the construction, operation and maintenance of structures or facilities will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.
- B. Licensee understands and agrees that the FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by FirstLight in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- C. Licensee shall not at any time use or store or allow to be released or discharged any pollutant or hazardous material or hazardous substance, as those terms may be defined by any applicable federal, state or local law, rule or regulation, on or within the Property except in accordance with applicable law. Upon FirstLight's request, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.
- D. In the event that a spill or discharge of any pollutant or hazardous material occurs on the

Property as a result of any work performed by Licensee, Licensee will use best practices to mitigate such spill or discharge pursuant to established regulatory guidelines and will notify FirstLight immediately by calling the Northfield Mountain Control Room at 413-659-3761, and .

- E. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and notify FirstLight of such findings. No such further activity shall be permitted until FirstLight has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

5. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. The FERC Project licenses are to be imposed by FERC in connection with any order relative to or affecting this License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of FirstLight's facilities personnel and members of the public which and who are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation.
- B. The operations of the FirstLight Project shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, FirstLight will not have any obligation to accommodate Licensee's Use.
- C. FirstLight shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- D. FirstLight also reserves the right to flood and flow water upon the Property in connection with the operation of the Project. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by FirstLight's entry and use of the Property or by exercise of its right to flood and flow water.

6. INDEMNIFICATION.

Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners; or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests. Any future contamination of soil or ground

water or violation of environmental laws shall be the responsibility of the party causing the contamination or the violation of environmental laws.

7. INSURANCE.

- A. For as long as this License is in effect, and as a condition to entering the Property, Licensee, its contractors and subcontractors shall maintain Comprehensive General Liability insurance coverage, including Contractual Liability and Broad Form Property Damage Liability, with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence, and \$3,000,000 annual aggregate insurance coverage with respect to the Property and the Facility in forms and with insurers acceptable to FirstLight, and including a waiver of subrogation in favor of FirstLight. Additionally, all insurance certificates shall identify the location of the Property. In the event that Licensee is to perform any work at the Property, such required insurance coverage shall also include umbrella/excess liability insurance with a limit of \$5,000,000 per occurrence, and annual aggregate, worker's compensation coverage at statutory limits with Employers Liability, and comprehensive automobile liability coverage, both in amounts acceptable to FirstLight.
- B. All policies (other than worker's compensation coverage) shall (i) be endorsed to name FirstLight, its affiliates, and their respective directors, officers, employees and agents as additional insureds; and (ii) include a provision to provide FirstLight with thirty (30) day(s) prior written notice of cancellation of and/or material change to the policy. Certificates evidencing such policies of insurance coverage shall also reference and incorporate this License and its terms and shall be provided to FirstLight upon entering into this License Agreement but not later than seven (7) days prior to the exercise of the permitted use as more fully described in Section 3 of Exhibit B., and annually thereafter so long as such License is in effect. Such insurance coverage shall be primary to any other coverage available to FirstLight or its affiliates, and shall not be deemed to limit Licensee's liability under this License.

8. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than ten (10) days (if monetary) or thirty (30) days (if non-monetary) after notice from FirstLight without cure satisfactory to FirstLight, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the term of this License keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

9. RESTORATION.

At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any,

and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of FirstLight, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of FirstLight's invoice therefor.

10. GENERAL PROVISIONS.

- A. No waiver. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. Notices. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice, by (i) delivery in hand or (ii) postage prepaid, United States first class mail, return receipt requested, or (iii) overnight delivery service by a nationally-recognized courier, or (iv) facsimile transmission provided that a copy of such notice is transmitted to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight: Land Management Dept.
Northfield Mountain
99 Millers Falls Road
Northfield, MA 01360
Land.management@firstlight.energy

With a copy to:
Legal.notices@firstlight.energy

Fax No.: (413) 659-4459

Licensee: Town of Montague
Walter Ramsey
Montague Town Administrator
56 First Street, Unity Park Fieldhouse
Turners Falls, MA 01376

Phone: (413) 863-3200 x 110
walterr@montague-ma.gov

- C. Miscellaneous. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.
- D. Applicable Law. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in the Commonwealth of Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- E. Legal Fees. In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- F. No Estate Created; Prerequisite to Entry. This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- G. Confidentiality. FirstLight and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either FirstLight or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of FirstLight or Licensee.
- H. No Transfer or Recording. This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in FirstLight's sole and absolute discretion.
- I. Corporate Licensee. If Licensee is a corporation, partnership, limited liability company, trust or other entity, (i) then each individual executing this License on behalf of such entity

represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify FirstLight of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.

- J. Inspection. FirstLight reserves the right to inspect the Property to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of FirstLight to inspect the Property shall not relieve Licensee of any obligation to maintain the Property in accordance with the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

LICENSOR:

**FIRSTLIGHT HYDRO GENERATING
COMPANY**

By: _____

Name: Brian Wood

Title: Senior Land Manager, FirstLight

LICENSEE:

TOWN OF MONTAGUE

By: _____

Name: Walter Ramsey

Its: Town Administrator

EXHIBIT A

[Description of the Property]

That certain property owned by FIRSTLIGHT, located in **Turners Falls, MA**, and described in a corrective deed given by Connecticut Light and Power et al to Northeast Generation Company dated October 17, 2001, and recorded in the Franklin County Registry of Deeds at Book 3868, Page 101.

MAP

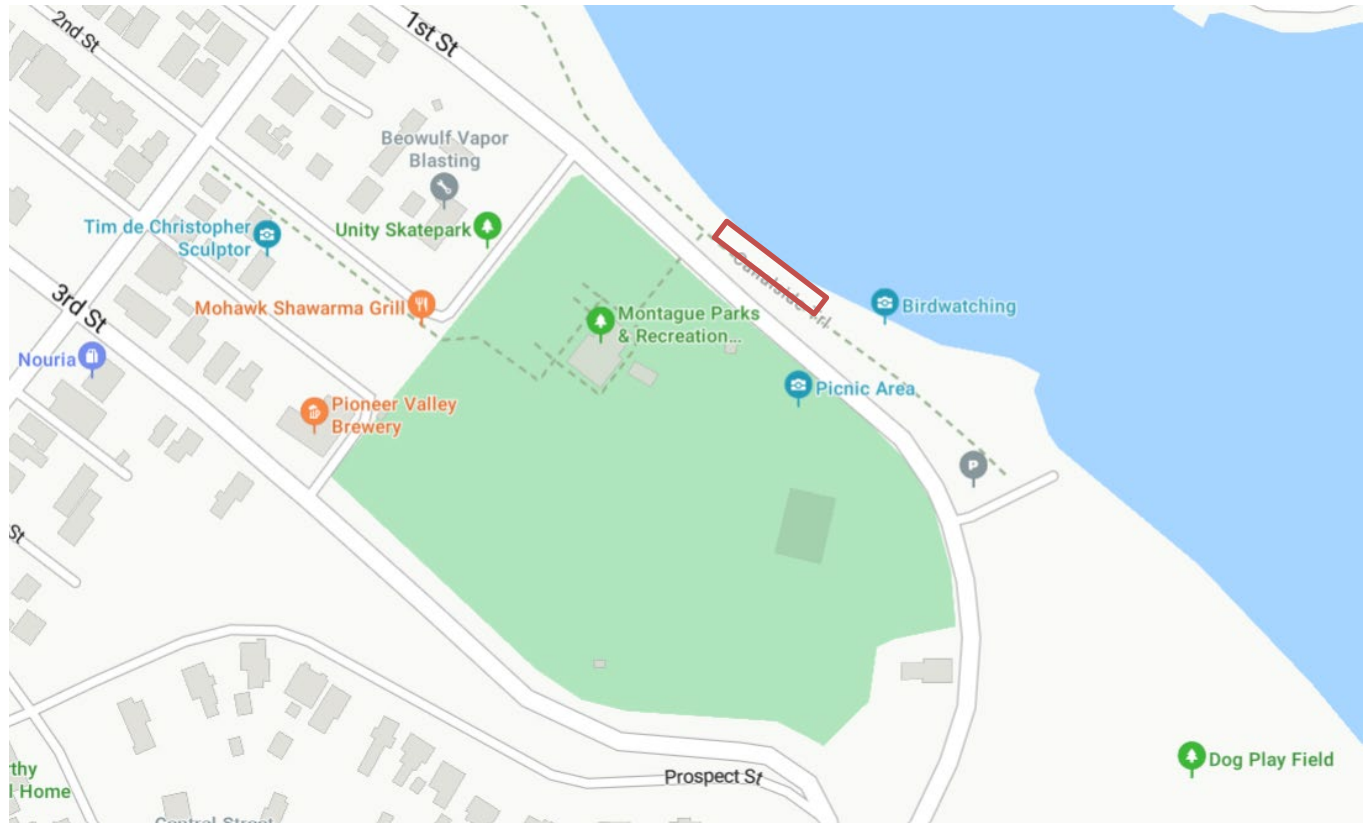


EXHIBIT B
(Short Term Use)

1. USE.

This License is granted for the specific purpose of allowing Licensee to place three battlefield interpretive signs on pedestals with concrete footing at Unity Park as shown on Exhibit “C” attached hereto and incorporated herein.(“Use”).

2. FACILITY.

Unity Park, Montague MA

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. ensure that all employees, contractors and subcontractors meet with a FirstLight representative to discuss License provisions prior to working on the Property; and
- ii. be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred (100) feet of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the “Erosion Repair”) to the reasonable satisfaction of FirstLight within thirty (30) days of FirstLight’s notice thereof, then FirstLight may conduct such Erosion Repair at Licensee’s cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor; and.
- iii. complete all work on the Property between 7:00 a.m. Eastern Time (ET) and 6:00 p.m. ET; The rehabilitation of the Main Drain from the Siphon Outlet to the River shall be done only during the canal drawdown scheduled September 19 to 24, 2016 and if required, the Licensee, after consulting with Licensor, may extend working hours during these days to complete that phase of the work, and.
- iv. ensure that any vehicles used during the construction are in good working order, properly authorized to be in operation and with no leaking fluids; and.
- v. park employee or subcontractor personal vehicles off of FirstLight property; and.
- vi. replace any vegetation that is removed or damaged during the Use; and.
- vii. re-grade, fill, seed and/or lay gravel on the Property so that it is in substantially similar or better condition than such Property was prior to the Use; and.

- B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit:
- i. any other uses of the Property without the express written consent of FirstLight; or
 - ii. any excavation, grading or filling on the Property; or
 - iii. construction of any structures, fixtures or improvements on the Property; or
 - iv. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or
 - v. maintenance and repair of any vehicle on the Property; or
 - vi. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or
 - vii. the application of any fertilizer, pesticides, or herbicides to the Property; or
 - viii. the disposal of any refuse or abandoned article of any type or kind on Licensor's Property or the placement, discharge or storage of any materials, articles or items which will enter or rest in or near the Connecticut River.

4. TERM.

The Term shall commence on 04/30/2026 at 7:00 a.m. ET, and will expire on April 30 at 7:00 p.m. ET, unless sooner terminated as provided in the License Agreement.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, to FirstLight in return for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.



Selectboard Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 ext. 108

FAX: (413) 863-3231

2026 Summer Selectboard Meeting Schedule

Monday, June 1 (Hybrid)

Monday, June 15 (Zoom)

Monday, June 29 (Zoom)

Monday, July 13 (Hybrid)

Monday, July 27 (Zoom)

Monday, August 10 (Hybrid)

Monday August 24 (Zoom)

Monday, August 31 (Zoom) (Date being held in case a meeting is needed)

Monday, September 14 (Hybrid) – Regular Weekly Meetings Resume

Hybrid: Meeting held in-person with remote attendance and/or participation being provided as a courtesy. A quorum of Selectboard members must be present for a meeting to be held.

Zoom: Meeting to be held remotely via Zoom. Link to log-in is posted on website calendar: <https://www.montague-ma.gov/calendar>