

**MONTAGUE SELECTBOARD MEETING
MONTAGUE BOARD OF HEALTH MEETING**

Remote Meeting via ZOOM

1 Avenue A, Turners Falls, MA 01376

Monday, February 14, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/84550479571>

Meeting ID: 845 5047 9571 Password: 188008 Dial in Option: (646) 558-8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:00 FERC First Light Recreation Agreement in Principle (AIP)
 - Vote to enter into Recreation AIP with FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

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 Approve minutes of February 7, 2022

5. 6:34 Board of Health Chair opens the meeting, if quorum present, roll call taken

6. 6:35 COVID-19 Updates
 - Review of COVID case counts and trends

7. 6:50 Liquor License Hearing
 - Crystal Spring Investments, LLC dba Pub General, Tammy Tolzdorf as manager has applied for an Annual § 15 Off Premises Wine and Malt Beverage License, located at 27 East Main Street, Millers Falls, MA

8. 7:00 Public Hearing
 - Proposed 40R Smart Growth Overlay District

9. 7:30 Suzanne LoManto, Assistant Planner
 - Execute Mass Cultural Council Grant for the Turners Falls Cultural District, \$7,500
 - Review and Approval of Lighting Installation at Rock Paper Scissors Sculpture, corner of Avenue A and Third Street

10. 7:40 Personnel Board
 - Appoint Chris Sawyer-Laucanno to the Historical Commission, until June 30, 2025 (vacant seat)

11. 7:45 Farren Care Center
 - Consider Draft Letter from the Town to Trinity Health New England re: The Farren Care Center and Related Property
 - Letter from Preservation Massachusetts regarding Farren Memorial Hospital Building

**MONTAGUE SELECTBOARD MEETING
MONTAGUE BOARD OF HEALTH MEETING
VIA ZOOM
Monday, February 14, 2022**

12. 7:55 Jon Dobosz, Parks and Recreation Director
 - Discussion of Special Town Meeting Request for Surveillance System Upgrades for Unity Park
13. 8:05 March 3, 2021 Special Town Meeting
 - Town Meeting Warrant – To review, make recommendations and vote to approve and execute draft warrant, attached hereto
14. 8:20 Town Administrator's Business
 - Review of Issues to Discuss with State Legislators on February 28, 2022
 - Topics not anticipated in the 48 hour posting
15. 8:35 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE), Votes may be taken

Other

- Anticipated Next Meeting: Monday, February 28, 2022 at **5:30 PM** via ZOOM

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 3, 2022**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet remotely, via Zoom Webinar beginning at 6:30 P.M. on March 3, 2022, and to act on the following articles and any motions which may be presented.

Town Meeting members who have email addresses on file with the Town Clerk will be sent instructions via email as to how to log-in, view and participate in the meeting. Those Town Meeting members for whom we do not have a current email address, or any member who does not receive an email from the Town by the close of business on Wednesday, February 16, 2022, should contact the Town Clerk's Office at townclerk@montague-ma.gov or (413) 863-3200 ext. 203 to access support that would enable you to log-in, view and participate in the meeting.

Registered Town of Montague voters, who are not Town Meeting Members, wishing to view and participate in this remote Town Meeting must submit a request to participate in the Meeting to the Town Clerk, at townclerk@montague-ma.gov or (413) 863-3200 ext. 203, by no later than 6:30 pm on Tuesday, February 23, 2021. Upon receipt of the request and verification of the requester's voter registration status, the Town Clerk shall provide to the requester instructions for participating in the remote Town Meeting.

For individuals wishing to view the Town Meeting, it will be broadcast on Montague Community Television, Comcast Channel 17.

Town Meeting members are encouraged to begin the process of joining the meeting at 6:00 pm on March 3, 2022 so as to avoid any delays in the commencement of the meeting.

The first order of business at the Town Meeting shall be for the Town Meeting members present and voting to vote on whether to commence business at the Town Meeting remotely by means of the Zoom webinar.

If the Town Meeting members vote to continue conducting the Town Meeting remotely, the members shall proceed by remote participation to address the remaining articles included in the warrant therefor.

If the Town Meeting members do not vote to continue conducting the Town Meeting remotely, the Town Meeting shall immediately be dissolved without taking any votes on any other

matters and the Select Board may call the Town Meeting for a future date pursuant to a new warrant that provides for the Town Meeting to be held in person at a physical location in accordance with all applicable laws and provisions of the Montague Town Meeting Act.

WARRANT ARTICLES

ARTICLE 1: To see if Town will vote to conduct this Special Town Meeting remotely with the aid of Zoom Webinar.

(Moderator Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of making emergency repairs to town cemeteries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of repairing a retaining wall and for other maintenance, renovations, and improvements at the Burnham Cemetery, including but not limited to grading and clearing of trees, to prevent future problems, and anything else incidental or related thereto, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 4: To see if the Town will vote to authorize the Board of Selectmen to enter into a lease purchase agreement in accordance with the provisions of G.L. c.44, §21C for a period in excess of three years for the purchase of a combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, and to raise and appropriate, transfer from available funds or otherwise provide the sum of \$125,000, or any other amount, for the first-year payment of such agreement, or pass any vote or votes in relation thereto.

(DPW Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$20,377, or any other amount, for the purpose of increasing the Fiscal Year 2022 Airport Budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$2,500, or any other amount, for the purpose of purchasing and equipping a riding mower for the Parks and Recreation Department, or pass any vote or votes in relation thereto.

(Parks & Recreation Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$4,500, or any other amount, for the purpose of purchasing and installing additional security cameras and updating the surveillance system at Unity Park, 56 1st Street, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Parks & Recreation Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,616, or any other amount, for the purpose of increasing the Fiscal Year 2022 Libraries budget, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$5,270, or any other amount, for the purpose of obtaining an engineered plan for the Carnegie Library's driveway project, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,100, or any other amount, for the purpose of upgrading the Board of Assessors' software and purchasing related computer equipment, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$15,463, or any other amount, for the purpose of providing tuition for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$315,000, or any other amount, for the purpose of abating, replacing, and/or covering existing tile flooring in the Hillcrest Elementary School, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Gill Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$66,481, or any other amount, for the purpose of making improvements to reduce flooding and related issues on and along Montague City Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Town Administrator Request)

ARTICLE 14: To see if the Town will vote to amend Montague Zoning Bylaws sections 2, 5.2.8, 5.2.9, 8.9 and 9.1.2 to adopt a Zoning Bylaw Amendment relating to the regulation of Battery Energy Storage Facilities as below.

**Proposed Zoning Bylaw Amendment relating to the regulation of
Battery Energy Storage Facilities**

**PLANNING BOARD APPROVED DRAFT
for Town Meeting Approval
1.6.2022**

Proposed new text shown in **italicized yellow highlight**. Proposed text deletion shown as **bold-red strikethrough**

Remove and replace the definition of Public Utility in Section 2 with the following text:

Section 2 Definitions

PUBLIC UTILITY: shall include power lines, power transmission, power generation facilities, and telecommunication facilities (See Section §8.6) but shall exclude solar energy installations, **solar energy facilities, small scale battery energy storage systems, and battery energy storage facilities** (See §8.9). A public utility may be privately owned but is otherwise regulated by the Mass Department of Public Utilities, the Federal Communications Commission, the Federal Energy Regulatory Commission, or other governmental agencies.

Add “battery energy storage facilities” to the list of uses allowed by Special Permit in the Industrial District (Section 5.2.8 (b) ii.) and Historic Industrial District (Section 5.2.9(b)v) with the following text:

5.2.8 ID. Industrial District

(a) Permitted Uses:

- i. Business office or professional office
- ii. Manufacturing, processing, or research
- iii. Bulk storage, warehousing, distribution
- iv. Agriculture or forestry products processing

(b) Uses allowed by Special Permit from the Planning Board

- i. All uses in §5.2.8(a) that involve the construction or alteration of over 20,000 square feet of floor area or the development of over 217,800 square feet (5 acres) of land.
- ii. Solar energy **and battery energy storage** facilities, per §8.9
- iii. Self-service storage facilities, per §8.7
- iv. Retail sales and services
- v. Hotels
- vi. Earth removal, per §8.2

- vii. Open recreational enterprises
- viii. Public utilities
- ix. Marijuana cultivation, production, research, or testing, medical marijuana treatment center, or retail if accessory to cultivation or production as a primary use, per §8.10
- x. Other uses similar to §5.2.8(a) in externally observable attributes.

5.2.9 HI. Historic Industrial District

(a) Permitted Uses:

- i. Business, professional, or medical office in an existing building
- ii. Retail sales and services in an existing building
- iii. Manufacturing, processing, or research in an existing building
- iv. Bulk storage, warehousing, distribution in an existing building
- v. Craft workshop or light assembly shop in an existing building

(b) Uses allowed by Special Permit from the Planning Board:

- i. Uses listed in § 5.2.9(a) that are in new structures or additions to existing buildings
- ii. Multi-family dwelling
- iii. Hotels
- iv. Public utilities
- v. Solar energy **and battery energy storage** facilities, per §8.9
- vi. Marijuana retailer, medical marijuana treatment center, cultivation, production, research or testing, per §8.10
- vii. Self-service storage facilities, per §8.7
- viii. Open recreational enterprises
- ix. Farming and forestry on 5 acres or less
- x. Other uses similar to § 5.2.9(a) in externally observable attributes.

(c) Special Requirements

- i. Demolition of an existing structure requires a special permit from the Planning Board, excepting structures that have been deemed unsafe by the Inspector of Buildings.

Remove and replace Section 8.9 (Solar Energy Installations and Facilities) with the following text:

8.9 Solar Energy Installations & Facilities and **Battery Energy Storage Facilities**

8.9.1 Purpose

To facilitate the transition from fossil fuels to renewable energy through the following:

- To encourage solar energy collection on roofs, over parking lots, and on degraded areas and to minimize the environmental impact when that is not otherwise practical.
- ***To allow properly sited battery energy storage facilities.***

8.9.2 Definitions

BUILDING MOUNTED SOLAR ENERGY INSTALLATION: A solar energy installation that is permanently affixed to a building, as defined by the building code. This definition is inclusive of canopy structures.

ACCESSORY GROUND MOUNTED SOLAR ENERGY INSTALLATION: A solar energy installation that primarily supports on-site energy needs that is mounted on the ground, either directly or on supports which do not constitute a building under the building code.

SOLAR ENERGY FACILITY: a ground-mounted solar energy installation that exceeds 2,000 square feet of panel surface area. Solar Energy Facilities shall not constitute a Public Utility for the purposes of this bylaw.

BATTERY ENERGY STORAGE FACILITY: a physical container providing secondary containment to one or more battery cells for storing electrical energy that is equipped with cooling, ventilation, fire suppression, and an electronic battery management system. It may be a primary use or accessory to a solar energy facility, power generation facility, an electrical substation or other similar uses. Battery Energy Storage Facilities shall not constitute a Public Utility for the purposes of this bylaw. For the purpose of this bylaw, the aggregate rating of the facility shall exceed 80 kWh.

SMALL SCALE BATTERY ENERGY STORAGE SYSTEM: a battery storage system that is ancillary to a residential, commercial, or industrial use. For the purpose of this bylaw, the aggregate rating of the system shall not exceed 80 kWh.

8.9.3 Building Mounted Solar Energy Installations

Building Mounted Solar Energy Installations are permitted in all zoning districts.

8.9.4 Accessory Ground-Mounted Solar Energy Installations

Ground Mounted Solar Energy Installations shall be considered an accessory structure and shall meet the setback requirements of the Zoning District in which it is located. Ground-Mounted Solar Energy Installations are permitted in accordance with the following table:

Zoning District	Requirement
Neighborhood Business, Central Business, and Recreation-Education	Special Permit Required
RS-1	Special Permit Required if exceeding 150 square feet of panel surface area
All other districts	Special Permit Required if exceeding 500 square feet of panel surface area

8.9.5 Solar Energy Facilities *and Battery Energy Storage Facilities*

Solar Energy Facilities *and Battery Energy Storage Facilities* are allowed in the Industrial and Historic-Industrial Districts by Special Permit and Site Plan Review from the Planning Board, subject to the submittal requirements and standards of this section. The Planning Board may require additional conditions or vary the prescribed conditions upon a finding that such action is reasonably necessary to meet the purpose and intent of the Bylaws.

(a) Required Submittals. In addition to the required Site Plan elements in §9, the following materials are required for permitting approval of Solar *Energy and Battery Storage Facilities*:

- i. A plan for the general procedures of operation and maintenance of the installation including security measures, maintenance of emergency access and the clear and available means of shutting down the facility in the event of an emergency.
- ii. A fully inclusive estimate of the costs associated with removal and site restoration, prepared by a professional engineer.
- iii. Owners and successors in title shall provide a satisfactory form of surety, either through escrow account, bond or otherwise, to cover the cost of removal and restoration of the landscape, in an amount determined to be reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal. Such surety may be waived for municipally or state owned facilities. *The form of surety shall be subject to review and approval of Town Counsel.*
- iv. A stormwater management report prepared by a professional engineer.
- v. *A native flowering planting and maintenance plan that supports pollinator habitat within the project area and its perimeter. Plan to be developing in consistency with UMASS Clean Energy's Extension Pollinator Friendly Solar PV Guide.*

(b) Special Permit Standards

- i. Adequate access and parking shall be provided for service and emergency vehicles; however, there shall be no exterior long term storage of equipment or service vehicles on the site.
- ii. For every mature tree cleared for construction, measured in board feet of wood; at least an equivalent mass of living mature trees shall be retained on-site.
- iii. An 8 foot security fence shall be installed no closer to a property line than the setback required for a principal building. In addition, the site and its fencing shall be screened by buffering vegetation from general view from the surrounding ground level unless the Planning Board determines that there is no public benefit from such screening.
- iv. The facility shall provide a vegetated buffer strip of at least 100 feet from any street line property boundaries or from the property line of any abutting residential use.
- v. To the extent feasible, all network interconnections and power lines, to and from the facility, shall be via underground lines.

- vi. Drainage from impervious surfaces shall be fully accommodated onsite.
- vii. No **array facility** shall be floodlit.
- viii. Herbicides may not be used to control vegetation at the **solar electric installation facility**. *The operator shall conduct annual monitoring of the pollinator plantings and will remove invasive species and replant native flowering plants as needed.*
- ix. The owner of the **array facility** must provide for and post a 24 hour emergency contact phone number and identification of the owner. The information shall remain current and shall also be provided to the Police Chief and Fire Chief.
- x. Decommissioning Requirements. Any facility which has reached the end of its useful life or has been abandoned shall be decommissioned by the owner or operator who shall notify the Board by certified mail of the proposed date of shut down and removal. Decommissioning shall consist of the following:
 - Physical removal of all panels, structures, equipment, security barriers and transmission lines from the site **within 180 days following the date of notice to the Board**.
 - Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
 - Stabilization and re-vegetation of the site and erosion prevention.
 - The Town shall have the right, upon determination of abandonment, but not the obligation, to claim the financial surety, enter the site and remove the facility in accordance with the requirements of this section.
 - All facilities, attachments, and accessory structures which have not been used for a period of **one (1) year two (2) years** shall be considered abandoned. The removal expense shall be secured with the performance guarantee.
- xi. *Battery Energy Storage Facilities are encouraged to co-locate with solar energy facilities, energy, power generation stations, and electrical sub-stations. Facilities that are a primary use shall be located within a physical building that is harmonious with the adjacent architecture. Relief from this requirement may be granted for exceptional screening or the provision of publicly accessible open space or recreational amenities.*
- xii. *All facilities must comply with the Massachusetts Electrical Code (527 CMR 12.00) and Fire Code (527 CMR 1.00).*

8.9.5 Small Scale Battery Energy Storage System

Small Scale Battery Energy Storage Systems that are ancillary to and located within a permitted primary use are allowed in all zoning districts. All such systems must comply with the Massachusetts Electrical Code (527 CMR 12.00) and Fire Code (527 CMR 1.00).

Remove and replace Site Plan Review section 9.1.2(e) with the following text:

9.1.2 Applicability

The following activities and uses are subject to site plan review:

- (a) All uses that involve the construction or expansion or change of use of over 3,000 square feet of floor area.
- (b) All uses that involve the development of over 130,680 square feet (3 acres) of land.
- (c) Any new structure, group of new structures, changes of use, or additions which result in an increase of 500 or more vehicle trips per day, as proposed in an applicant's business plan acceptable to the reviewing authority or estimated by a professional engineer.
- (d) All uses that involve the construction or expansion of a parking area that creates ten (10) or more new parking spaces, per §7.2.6
- (e) Specific Uses identified elsewhere in this bylaw:
 - Accessory Apartments within existing single family homes, per §8.5
 - Self-storage facilities, per §8.9
 - Solar energy **and battery energy storage** facilities, per §8.9
 - Medical Marijuana Treatment Center or Marijuana retailer, cultivation, production, research or testing, per §8.10
 - Open Space Residential Development, per §8.11
 - Planned Unit Development, per §8.12

or pass any vote or votes in relation thereto.

(Planning Board Request)

ARTICLE 15: To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to ratify validate and confirm the results of this Special Town Meeting. The petition for special legislation shall take the following form; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

An Act relative to the March 3, 2022 special town meeting for the town of Montague.

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to ratify, validate and confirm the actions taken by the Town of Montague during its March 3, 2022 representative town meeting which was held by remote participation so as to be protective of public health and safety in light of the on-going threat posed by the COVID-19 virus and its variants, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general law, special law, or bylaw to the contrary, all acts and proceedings taken by the Town of Montague at its March 3, 2022 special town meeting and all actions taken pursuant thereto are hereby ratified, validated, and confirmed notwithstanding the fact that said town meeting was conducted by remote video participation in lieu of the town meeting members assembling in person.

SECTION 2. This act shall take effect upon its passage.

Given under our hands this ____ day of February in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA February ____, 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague



FirstLight FERC Relicensing

Summary of Key Elements of Proposed Recreational Agreement in Principle

Office of the Town Administrator
February 14, 2022

1



Recreational Settlement in Context

- FirstLight is pursuing a 50-year license for:
 - Turners Falls Hydroelectric Project
 - Northfield Mountain Pumped Storage Project
- An opportunity to influence and improve conditions relative to river health and access
- Many state, regional, local, tribal, and other stakeholders involved in the process
- “Fish and Flows” largely out of Town control

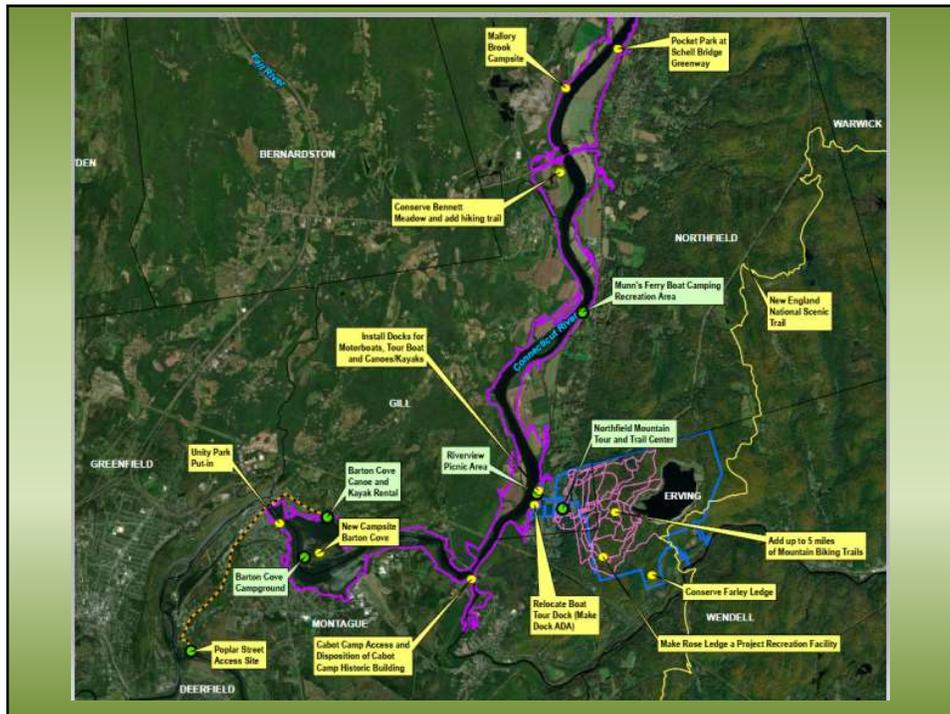
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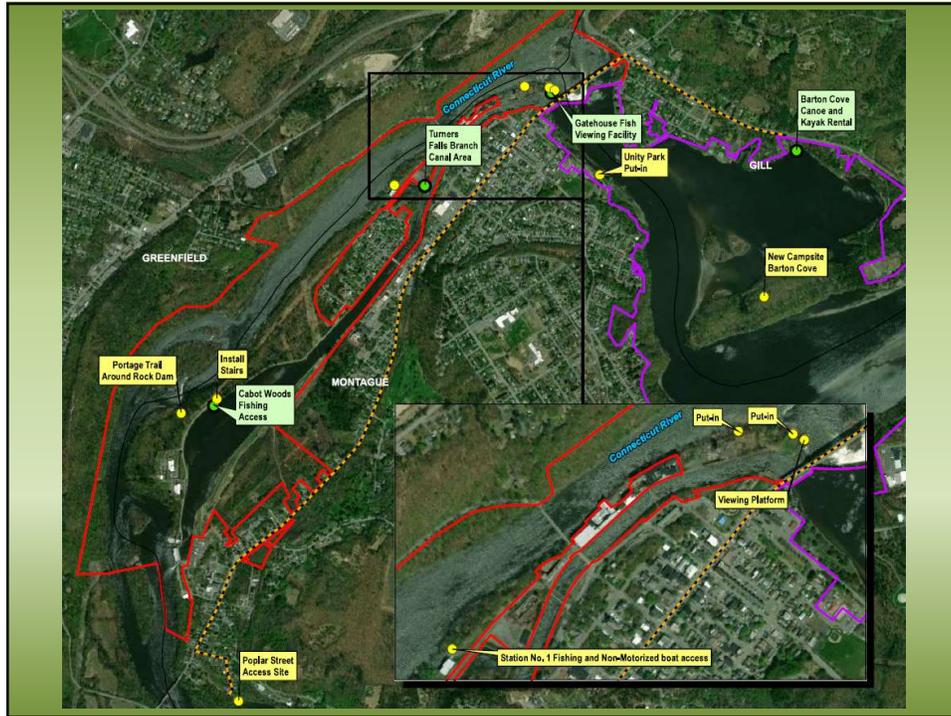
Recreational Settlement Process

- Town's greatest influence is in the recreational elements of a much broader agreement
- Requests evolved over a five-year period
- Settlement talks started in Sept 2021
- Our primary focus has been on our own requests
- Now considering a non-binding Agreement in Principle (AIP) due to FERC this month
- Up Next: Comprehensive Settlement – June 2022

3



4



5



Cabot Camp Area

- FirstLight will create a formal access trail for a put-in to the Millers River at Cabot Camp, add a picnic table, and improve signage.
- FirstLight, in consultation with the Town of Montague, will attempt to find a qualified organization within the first 3 years of license issuance to take responsibility for preserving the Cabot Camp historic buildings.
- Absent finding a qualified organization and in consultation with the Town of Montague, FirstLight would:
 - Conduct a topographic and property survey, and condition assessment of the Cabot Camp parcel within 3 years of license issuances,
 - Plan and conduct market/re-development study of Cabot Camp in collaboration with the Town of Montague, and
 - If no acceptable means to otherwise preserve the historic structures of Cabot Camp is identified, re-use the property for other recreation or alternative uses consistent with the Historic Properties Management Plan (HPMP) and the Recreation Management Plan (RMP).

6



Unity Park Area

Upstream End of Roughly Mown Grassy Field

- FirstLight will add a new car-top access and put-in at the northern end of Unity Park (*non-motorized craft*)
- Work with the Town of Montague to provide a means of...
 - storing and locking vessels
 - reconfiguring the Unity Park parking lot to improve vehicle and pedestrian safety

Gatehouse Fishway Viewing Area

- Continue to provide approximately 27 parking spaces, picnic tables, bike rack, trail, fishway view visitor facility (with feed to above ground TV), ADA accessible restrooms and interpretive signage.

7



River Access Below the Dam - Great Falls

FirstLight will complete the following river access points:

- Turners Falls bypass both upstream and downstream of Peskeomskut Island (located just below the Turners Falls Dam)
- At the Station No. 1 tailrace for fishing and non-motorized boats
- Improvements at the Poplar Street put-in and take-out (more details to follow)

8



Whitewater Flow Releases

“Streamflows” Agreement Dam Release Schedule

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Oct 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

9



Whitewater Flow Releases

Special Release Events
 Independence Day, Labor Day, and Columbus Day weekends: provide 3 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before. If July 4 falls on a weekday, the release will be held that day plus the first full weekend of July. Labor Day always falls on the first Monday in September. Columbus Day always falls on the second Monday in October.

August and October Releases
 On the first full weekend in August and on the fourth full weekend in October: provide 2 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before.

Station No. 1 Releases
 From Station No. 1 release 2,000 cfs or NRF, whichever is less, as measured 12 hours before + 500 cfs from Turners Falls Dam. from 10:00 am-2:00 pm on weekends from July through October.

Canal Drawdown
 NRF spilled at Turners Falls Dam for 24 hours/day. The canal drawdown schedule will be determined at FirstLight’s discretion working with ISO-NE. It will be a 4-day event and the canal drawdown will start on Sunday.

10



Below the Dam and by Station 1

FirstLight will...

- Create previously noted river access points
- Construct a viewing platform and picnic area below the Turners Falls Dam with the best feasible view of the Great Falls and their surrounding natural environment
- Maintain the adjacent area near the bridge crossing
- Cultural Resources Agreement expected to include reference to interpretive elements (indigenous & industrial) below dam
- Make safety improvements to abandoned water passages, under FL's ownership, in the Turners Falls bypass (focused between the dam and upstream of Station No. 1 on river left)
- Continue to provide the overlook and benches by the Turners Falls Branch Canal

11



Cabot Woods and Rock Dam Area

FirstLight will...

- Continue to provide parking for approx. 17 cars, picnic tables, and offer fishing access at Cabot Woods
- Replace and maintain stairs at Cabot Woods
- Construct a portage trail around Rock Dam (on river left; on the Cabot Woods side of the river)
 - subject to consultation with the National Marine Fisheries Service, Natural Heritage Endangered Species Program (NHESP), and recreation stakeholders. The Nolumbeka Project Inc., and the Elnu Abenaki Tribe.

12



Poplar Street Access

Improvements at the Poplar Street put-in and take-out include...

- Placement of stairs w/ boat slide leading to a landing/ concrete abutment
- A gangway and a floating dock
- Improved signage and digital information about the site
- Provision and maintenance of a portable toilet
- Work with Montague to address parking and sanitary facilities*

13



Other Key Agreements

- Real-time water level and flow data accessibility for Turners Falls Impoundment (TFI) and release points below dam
- Recreation Advisory Group meetings (Annual Meeting)
- Recreation Management Plan (Revisited Every 10 Years)
- Enhanced promotion/advertisement of resources
- Conservation easements on undeveloped FL Land in TFI area

14



Other Key Agreements

- Real-time water level and flow data accessibility for Turners Falls Impoundment (TFI) and release points below dam
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15

Questions and Discussion



16

**TURNERS FALLS HYDROELECTRIC PROJECT
FERC PROJECT NO. 1889**

**NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT
FERC PROJECT NO. 2485**

**AGREEMENT IN PRINCIPLE TO DEVELOP
A RELICENSING SETTLEMENT AGREEMENT**

February X, 2022

WHEREAS, FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight) are the Federal Energy Regulatory Commission (FERC) licensees for the Turners Falls Hydroelectric Project, FERC Project No. 1889 (Turners Falls Project) and Northfield Mountain Pumped Storage Project, FERC Project No. 2485 (Northfield Mountain Project), respectively. Both the license for the Turners Falls Project and the license for the Northfield Mountain Project expired April 30, 2018. The Projects have been operating on annual licenses pursuant to Section 15 of the Federal Power Act (FPA) since that time.

WHEREAS, in accordance with the requirements of the FPA and FERC's regulations, FirstLight filed a Final Application for New License (FLA) for the Turners Falls and Northfield Mountain Projects with FERC on April 29, 2016. Because certain environmental studies had not yet been completed as of the statutory deadline for filing of the FLA, FirstLight filed a separate Amended Final License Application for each Project on December 4, 2020 (AFLA), including FirstLight's proposed protection, mitigation and enhancement (PM&E) measures to be included in the new licenses and the scientific and evidentiary basis for those measures.

WHEREAS, since filing of the AFLAs, FirstLight has been engaged with federal and state resource agencies, local communities, environmental organizations, Native American Tribes, and other stakeholders to consider agency and stakeholder proposals for additional PM&E measures on a broad range of issues pertaining to fish passage, streamflows, recreation, and cultural resources, with the goal of developing a comprehensive settlement agreement that resolves all outstanding issues for the relicensing of the Projects and associated regulatory approvals, including water quality certification under section 401 of the Clean Water Act and compliance with section 7 of the Endangered Species Act.

WHEREAS, FirstLight has been engaged specifically with the Parties to this Agreement in Principle (AIP), including Appalachian Mountain Club, American Whitewater, Access Fund, Connecticut River Conservancy, Crab Apple Whitewater Inc, Franklin Regional Council of Government, Massachusetts Department of Conservation and Recreation, National Park Service, New England FLOW, New England Mountain Bike Association, Town of Erving, Town of Gill, Town of Montague, Town of Northfield, Western Massachusetts Climbers' Coalition, and Zoar Outdoors, on recreation improvements at the Projects. The Parties have now achieved conceptual agreement on a proposal for recreational improvements designed to function as part of a framework for the development of a Final Settlement Agreement resolving all issues relating to the relicensing of the Projects.

NOW, THEREFORE, the Parties agree in principle as follows:

PART I: OVERVIEW AND INTENT

- A. The Parties agree to negotiate a Final Settlement Agreement collaboratively and in good faith as soon as possible. The intent of the Parties is to execute a Final Settlement Agreement no later than June 30, 2022, that would resolve all issues related to the Project relicensings, including outstanding issues not covered by this AIP.
- B. Each Party to this AIP agrees that it will not use negotiation of the Final Settlement Agreement as an opportunity to renegotiate the measures on which the Parties have conceptually agreed as set forth in Part II of this AIP.
- C. As soon as possible following execution of a Final Settlement Agreement, FirstLight will submit the Final Settlement Agreement to FERC as an offer of settlement pursuant to 18 C.F.R. § 385.602, accompanied by an Explanatory Statement.
- D. The Final Settlement Agreement will include PM&E measures in the form of proposed license articles and/or proposed management plans that the Parties will jointly request FERC to include in the new Project licenses.
- E. The Final Agreement may also include measures that will not be included in the new Project licenses but they will be independently enforceable.
- F. The Parties anticipate that the Final Settlement Agreement will contain provisions to encourage federal and state agencies with independent regulatory authority to impose conditions on the FERC Project licenses, to the extent they exercise such authority, to do so in a manner that is consistent with the Final Settlement Agreement. The Parties further expect that the Final Settlement Agreement will include language that commits the Parties not to challenge license conditions that are consistent with the Final Settlement Agreement, or advocate for license conditions that are inconsistent with the Final Settlement Agreement.
- G. Notwithstanding anything in this AIP or Final Settlement Agreement, the Parties acknowledge and agree that certain discretionary permits, licenses and approvals may be required to use the subject properties and/or to perform the PM&E measures described in this AIP, and that nothing herein shall be deemed to waive any Party's obligations to apply for and comply with all such permits, approvals and conditions, and no Party hereby guarantees that any such permits, licenses or approvals will be granted. The Parties further acknowledge and agree that any use of and/or work done with respect to the properties and/or the PM&E measures described in this AIP or Final Settlement Agreement will be done in accordance with all applicable federal, state and local laws, and nothing in this AIP or in the Final Settlement Agreement will be construed as a waiver of any Party's right to enforce the laws within its jurisdiction, said enforcement rights being expressly retained.
- H. All Parties enter into this AIP without any admission of law or fact. The Parties acknowledge that the Final Settlement Agreement must include other material terms that have not yet been agreed upon (for example erosion) and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.

- I. The Parties recognize that the Final Settlement Agreement and any other related agreements negotiated pursuant to this AIP are subject to formal and final review and approval of the Parties' management, executives, boards of directors, and other leadership, as necessary and appropriate to comply with corporate, municipal and agency requirements.
- J. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- K. Unless and until a Final Settlement Agreement is executed by the Parties, any Party may take any action before FERC or any other agency as that Party unilaterally determines necessary to protect its interests.
- L. In the event that this AIP does not culminate in a Final Settlement Agreement, it shall be null and void. No Party shall use this AIP as evidence of any other Party's position on any issue addressed in this AIP.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- RECREATION

1 RECREATION

Since the inception of the Northfield Mountain Project, FirstLight and the predecessor owners of the Northfield Mountain and Turners Falls Projects have been major providers of recreation facilities and programs to the local communities and region, at large. FirstLight agrees to maintain and provide the existing recreation features already in its existing license. In addition, FirstLight agrees to provide additional recreation features and other measures associated with recreation as outlined in [Table 1.0-1](#).

Recognizing that FirstLight has capital commitments on several PM&E measures in this AIP, FirstLight will complete the construction of the proposed License and Off License recreation facilities described in [Table 1.0-1](#) within 5 years of license issuance.

[Figure 1.0-1](#) and [1.0-2](#) show the existing and proposed recreation facilities.

The Final Settlement Agreement will include new Recreation Management Plans (RMP) for the Northfield Mountain Project and Turners Falls Project, which will supersede the RMPs FirstLight filed in its AFLA. The new RMPs will reflect the recreation measures contained in this AIP. FirstLight has agreed that the RMPs will be revisited once every 10 years to evaluate recreation use and demand in consultation with stakeholders. The signatories to this Agreement will be provided with 30 days to comment on any proposed changes to the RMP prior to submission of the RMP to FERC for approval.

Table 1.0-1 Existing and Proposed Recreation Facilities or Features at the Northfield Mountain and Turners Falls Projects, Listed by Town

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
Town of Northfield			
<u>Bennett Meadow</u> <ul style="list-style-type: none"> • FirstLight will permanently conserve FirstLight’s lands within Bennett Meadow that are not already under conservation easement, pending consultation with the Massachusetts Division of Fisheries and Wildlife (MDFW) on needs for hunting. • FirstLight will also add a trail at Bennett Meadow and include historical and cultural interpretation. 	Proposed	Northfield	License
<u>Munn’s Ferry Boat Camping Recreation Area</u> <ul style="list-style-type: none"> • Water access only camping sites. • Pedestrian footbridge. • Tent campsites, each with trash can, tent platform, picnic table, grill, and some fire rings. 	Existing	Northfield	License
<u>Riverview</u> <ul style="list-style-type: none"> • Parking lot for 54 vehicles, 2 ADA. • Provides picnic tables (10) and grills along the river, Pavilion (8 tables), ADA compliant restrooms, benches. • Tours on the Riverboat travelling between Barton Cove and Riverview. • Site currently includes dock for Riverboat tours. • FirstLight to relocate the dock that would be enclosed by the proposed fish barrier net. • FirstLight to provide for an ADA-accessible dock layout that supports motor boats, canoes/kayaks, and Riverboat in consultation with the Town of Northfield and the Massachusetts Department of Conservation and Recreation (MDCR). 	Existing Proposed Proposed	Northfield	License License License
<u>Northfield Mountain Tour and Trail Center (also includes the Town of Erving)</u> <ul style="list-style-type: none"> • Parking for up to 50 vehicles, 3 ADA. • Visitors Center with self-guided interpretive displays, meeting rooms, lounge and ADA accessible restrooms. • Offers recreation and environmental education programs year-round. • 25 miles of trails used for mountain biking, x-country skiing, snowshoeing, horseback riding and walking. • Mountaintop Observation Deck. • Retain seasonal ski equipment rentals at the Northfield Visitors Center and continue to maintain ski trails. • FirstLight will add up to 5 miles of new trails for mountain biking to be designed in consultation with the New England Mountain Bike Association (NEMBA) and the MDCR. • FirstLight to donate used sporting equipment to local youth organizations. 	Existing Proposed Proposed	Northfield	License License License
<u>Turners Falls Impoundment Access and Viewing (also includes the Town of Gill)</u> <ul style="list-style-type: none"> • FirstLight to provide paddle access camping at 2 new campsites in coordination with the Appalachian Mountain Club (AMC): one in the Barton Cove area in Gill and the other (if possible) at Mallory Brook in Northfield. • FirstLight will install one pocket park at the Pauchaug-Schell Bridge Greenway and include signage for historical and cultural interpretation. • FirstLight will install another pocket park at a location to be determined in Northfield, or an equivalent investment for a single river access point in consultation with the Parties, which may include signage for historical and cultural interpretation. The second pocket park will be in Northfield; the access point may not be in the town of Northfield. 	Proposed Proposed Proposed	Northfield	License License Off-License
Town of Erving			
<u>Climbing Ledges</u> <ul style="list-style-type: none"> • FirstLight will make Rose Ledge a designated Project Recreation Facility to allow climbing as it is already in the Project Boundary. • FirstLight will permanently conserve Farley Ledge for climbing and other recreation purposes. 	Proposed Proposed	Northfield	License Off-License
Town of Montague			
<u>Cabot Camp</u> <ul style="list-style-type: none"> • FirstLight will create a formal access trail for a put-in to the Millers River at Cabot Camp, add a picnic table and improve signage. 	Proposed	Northfield	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight, in consultation with the Town of Montague, will attempt to find a qualified organization within the first 3 years of license issuance to take responsibility for preserving the Cabot Camp historic buildings. Absent finding a qualified organization and in consultation with the Town of Montague, FirstLight would: a) conduct a topographic and property survey, and condition assessment of the Cabot Camp parcel within 3 years of license issuances, b) plan and conduct market/re-development study of Cabot Camp in collaboration with the Town of Montague and c) if no acceptable means to otherwise preserve the historic structures of Cabot Camp is identified, re-use the property for other recreation or alternative uses consistent with the Historic Properties Management Plan (HPMP) and the Recreation Management Plan (RMP). 	Proposed		License
<u>Unity Park</u> <ul style="list-style-type: none"> FirstLight will add a new car-top access and put-in at the northern end of Unity Park, and work with the Town of Montague to provide a means of storing and locking vessels and reconfiguring the Unity Park parking lot to improve vehicle and pedestrian safety. 	Proposed	Northfield	License
<u>Gatehouse Fishway Viewing Area</u> <ul style="list-style-type: none"> Continue with providing approximately 27 parking spaces, picnic tables, bike rack, trail, fishway view visitor facility (with feed to above ground TV), ADA accessible restrooms and interpretive signage. 	Existing	Northfield	License
<u>River Access below Turners Falls Dam</u> FirstLight will complete the following river access points: <ul style="list-style-type: none"> Turners Falls bypass both upstream and downstream of Peskeomskut Island (located just below the Turners Falls Dam). At the Station No. 1 tailrace for fishing and non-motorized boats. Improvements at the Poplar Street put-in and take-out to include placement of stairs with boat slide leading to a landing/concrete abutment, a gangway and a floating dock. Improve signage at this location and improve digital information about the site and porta potty. Work with Montague to address parking and sanitary facilities. 	Proposed Existing	Turners Falls Turners Falls	License
<u>Safety Improvements</u> <ul style="list-style-type: none"> FirstLight will make safety improvements to abandoned water passages, under FirstLight's ownership, in the Turners Falls bypass (focused between the dam and upstream of Station No. 1 on river left). 	Proposed	Turners Falls	License
<u>Viewing Platform</u> <ul style="list-style-type: none"> FirstLight will construct a viewing platform and picnic area below the Turners Falls Dam with the best feasible view of the Great Falls and their surrounding natural environment. FirstLight to maintain the adjacent area near the bridge crossing. 	Proposed	Turners Falls	License
<u>Turners Falls Branch Canal</u> <ul style="list-style-type: none"> FirstLight will continue to provide the overlook and benches. 	Existing	Turners Falls	License
<u>Cabot Woods</u> <ul style="list-style-type: none"> FirstLight will continue to provide parking for approximately 17 cars, picnic tables, and offer fishing access at Cabot Woods. FirstLight will replace and maintain stairs at Cabot Woods. 	Existing Proposed	Turners Falls	License
<u>Portage</u> <ul style="list-style-type: none"> Continue with the current portage where boaters can call FirstLight for transport, and maintain signage explaining canoe portage operations, procedures and the call number. (May 1 – October 15) FirstLight will construct a portage trail around Rock Dam (on river left; on the Cabot Woods side of the river) subject to consultation with the National Marine Fisheries Service, Natural Heritage Endangered Species Program (NHESP), and recreation stakeholders. The Nolumbeka Project Inc., and the Elnu Abenaki Tribe. 	Existing Proposed	Turners Falls	License License
Town of Gill			
<u>Barton Cove Nature Area and Campground</u> <ul style="list-style-type: none"> Nature Area Parking for 26 vehicles, Campground Parking for 28 vehicles Restrooms (2 facilities, ADA compliant) Walking trail to an overlook Campground for trailer and tents sites, 28 campsites (1 ADA compliant), sites include picnic table, grills and fire ring, trash containers Nature trail, dock 	Existing	Northfield	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight to provide paddle access camping at 2 new campsites in coordination with the Appalachian Mountain Club (AMC): one in the Barton Cove area in Gill and the other (if possible) at Mallory Brook in Northfield. 	Proposed	Northfield	License
<u>Barton Cove Canoe and Kayak Rental Area</u> <ul style="list-style-type: none"> Parking for 28 vehicles 6 picnic tables, seasonal restroom Offers paddlecraft rentals with PFDs, and picnicking Paddlecraft rental service On-call vehicular canoe and kayak transport service FL will add the ability to lock canoes and kayaks during the day at Barton Cove in the Town of Gill. FirstLight will donate used sporting equipment to local youth organizations 	Existing	Northfield	License
	Proposed	Northfield	License
Project-wide			
<u>Flow Notification</u> <ul style="list-style-type: none"> FirstLight will provide real-time Turners Falls Impoundment (TFI) water level information and real-time discharge information at Turners Falls Dam and Station No. 1 year-round on a website that will be accessible to the public. FirstLight will develop a flow monitoring plan with the agencies. FirstLight will provide digital flow notification of the Naturally Routed Flow (NRF) and the anticipated Turners Falls Dam spillage and anticipated Station No. 1 discharge for a 12-hour window into the future at any given time. This proposal is contingent upon advance notification procedures to be followed by Great River Hydro (GRH). Should FirstLight take deviations to passing the 12-hour previous NRF it will post the revised flows (in the 12-hour look ahead window) to the digital location as soon as practicable after they are known. Should GRH provide FirstLight with flow data more than 12 hours in advance, FL will publish the information sooner. 	Proposed	Northfield and Turners Falls	License
<u>ADA</u> <ul style="list-style-type: none"> For any new construction and rehabilitation of existing public recreation buildings and facilities, FirstLight will comply with 521 CMR to the extent applicable pursuant to 521 CMR and Title III of the Americans with Disabilities Act. As part of the Recreation Management Plan process and updates, FirstLight will conduct a programmatic assessment of the existing and proposed public recreation buildings and facilities for consistency with the requirements of the Americans with Disabilities Act (ADA), and will implement applicable ADA improvements. 	Proposed	Northfield and Turners Falls	License
<u>Recreation Advisory Group and Recreation Management Plan</u> <ul style="list-style-type: none"> FirstLight will have an annual Recreation Advisory Group meeting to discuss recreation use and O&M needs. Any signatory to the settlement agreement can be an invitee and participant in these meetings. 	Proposed	Northfield and Turners Falls	Off-License
<u>Recreation Management Plan</u> <ul style="list-style-type: none"> FirstLight will revise and submit a new Recreation Management Plan that will be part of the Settlement Agreement. FirstLight will consult with the Parties on the proposed recreation features. The Recreation Management Plan will be revisited once every 10 years to evaluate recreation use and demand. Those to be consulted on the RMP include the Parties as defined above. 	Proposed	Northfield and Turners Falls	License
<u>Advertising</u> <ul style="list-style-type: none"> FirstLight will commit to coordinating promotion of its Project facilities with local communities and organizations and improve its digital presence. FL will commit to working with the Recreation Advisory Group to identify the targeted audiences for this outreach, including EJ communities, Indigenous communities, those with disabilities, visitors to the region, residents, and local communities and organizations; and a schedule for pushing out facility promotional materials. 	Proposed	Northfield and Turners Falls	Off-License
<u>Conservation Easements</u> <ul style="list-style-type: none"> FirstLight will place lands it owns and are not used for specific project activities (e.g., power production, project recreation facilities, etc.) along the TFI shoreline in conservation easement to maintain riparian buffers and river right (looking downstream) downstream of the Turners Falls Dam. The easements will include those lands where agricultural farming occurs up to the river's edge; however, no conservation easements will be sought on existing developed lands along the TFI. 	Proposed	Northfield and Turners Falls	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight will conserve the approximately 1.3-mile portion of the New England National Scenic Trail in the Project boundary on the eastern side of the Northfield Mountain Upper Reservoir in Erving, MA. 			

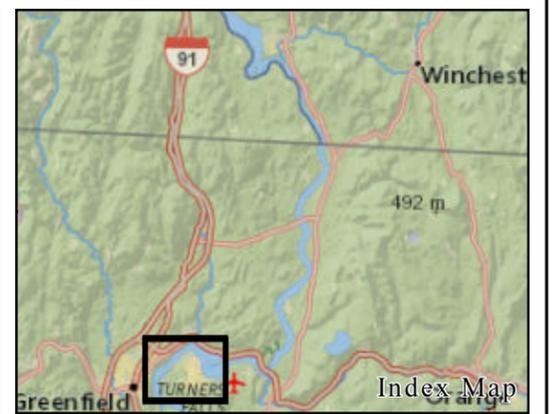
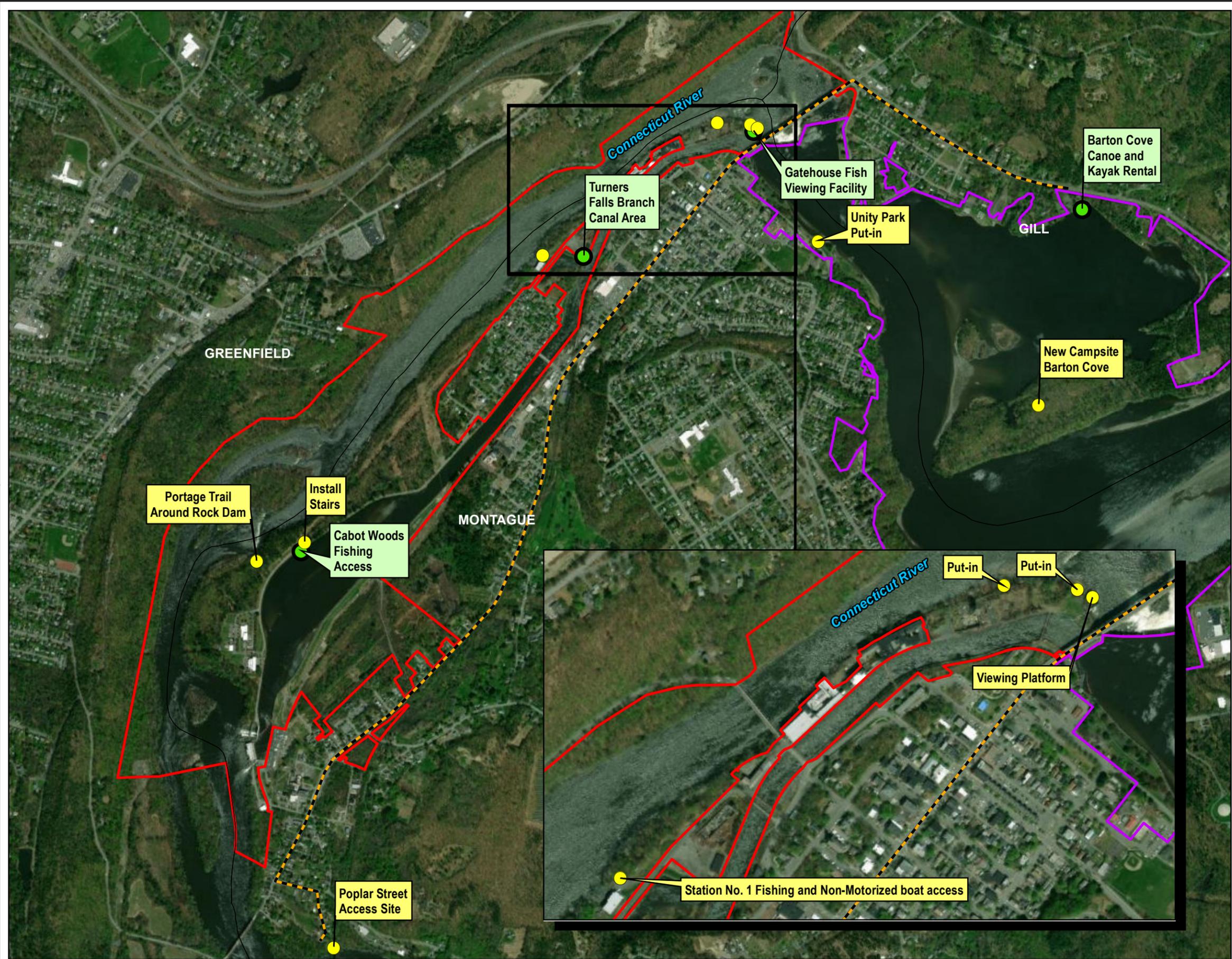
Organization: Town of Montague, MA

By: _____

Title: _____

Signature: _____

Date: _____



Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

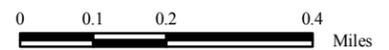
Figure 1.0-2: Turners Falls Area
 Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Turners Falls (TF) Project Boundary
- Combined TF/NFM Project Boundary

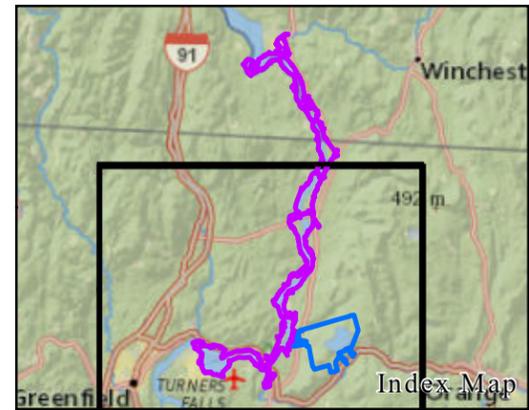
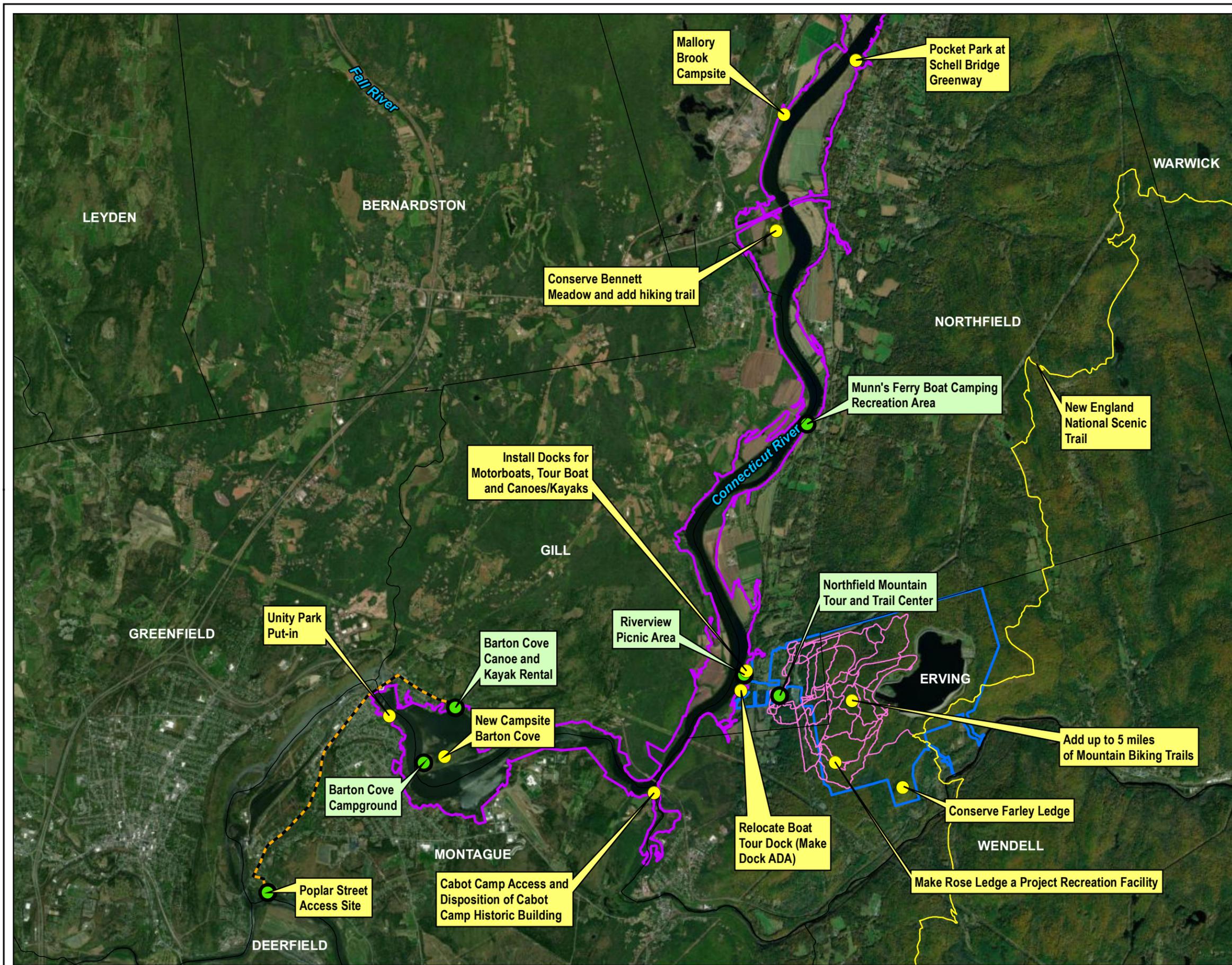


Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 0 miles





Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

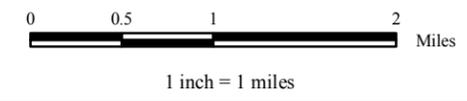
Figure 1.0-1: Turners Falls Impoundment
 Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Northfield Mountain Trail System
- New England National Scenic Trail
- Northfield Mountain (NFM) Project Boundary
- Combined TF/NFM Project Boundary



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Special Release Events

Independence Day, Labor Day, and Columbus Day weekends: provide 3 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before. If July 4 falls on a weekday, the release will be held that day plus the first full weekend of July. Labor Day always falls on the first Monday in September. Columbus Day always falls on the second Monday in October.

August and October Releases

On the first full weekend in August and on the fourth full weekend in October: provide 2 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before.

Station No. 1 Releases

From Station No. 1 release 2,000 cfs or NRF, whichever is less, as measured 12 hours before + 500 cfs from Turners Falls Dam. from 10:00 am-2:00 pm on weekends from July through October.

Canal Drawdown

NRF spilled at Turners Falls Dam for 24 hours/day. The canal drawdown schedule will be determined at FirstLight's discretion working with ISO-NE. It will be a 4-day event and the canal drawdown will start on Sunday.

Recorder:

Please publish the following as a legal notice on Friday, February 4, 2022.

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Crystal Spring Investments, LLC dba Pub General, Tammy Tolzdorf as manager, has applied for an Annual § 15 Off-Premises Wine and Malt Beverage License. The premise is located at 27 East Main Street, Millers Falls, MA consisting of a one room, first floor storefront approx. 920 sq. ft., office area and area for storage. There is one entrance and two exits.

Date and place of hearing: Monday, February 14, 2022 at 6:50 P.M. via ZOOM
<https://www.montague-ma.gov/d/6613/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

MONTAGUE

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Off-Premises-15

§15 Package Store

Wines and Malt Beverages

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

PACKAGE STORE THAT WILL SELL BEER AND WINDE AND LOCALLY SOURCED FOOD PRODUCTS

Is this license application pursuant to special legislation?

Yes

No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

CHRYSTAL SPRING INVESTMENTS, LLC

FEIN

DBA

PUB GENERAL

Manager of Record

TAMMY TOLZDORF

Street Address

27 EAST MAIN STREET, MILLERS FALLS, MA

Phone

Email

Alternative Phone

Website

N/A

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premise is located at 27 East Main Street, Millers Falls, MA consisting of a one room, first floor storefront approx. 920 sq. ft., office area and area for storage. There is one entrance and two exits.

Total Square Footage: 920

Number of Entrances: 1

Seating Capacity: n/a

Number of Floors: 1

Number of Exits: 2

Occupancy Number: n/a

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

TAMMY J. TOLZDORF

Phone:

Title:

MANAGER

Email:

Bathroom

4'5" EXIT

STORAGE

Office

Cooler

Shelf

Cooler

Shelf

Shelf

Counter

Entrance
Exit

27 East Main St, MF

Window
7'7"

4'5"

7"

Window

5 + 2 = 7

**MONTAGUE SELECTBOARD
NOTICE OF INITIAL PUBLIC HEARING
PROPOSED 40R SMART GROWTH OVERLAY DISTRICT
Monday, February 14, 2022 7:00 PM via ZOOM**

The Montague Selectboard will hold an initial public hearing to consider a petition by the Planning Board to amend the Zoning Bylaws to adopt a Smart Growth Overlay District pursuant to [MGL Ch40R](#). The district is intended to incentivize the creation of new housing units in Turners Falls by permitting dense development wherein at least 20% of units meet the state definition of affordable. The district is comprised of two subdistricts: A) Griswold Mill, comprising parcels 03-027 and 03-089 and B) First Street comprising parcels 04-0031 and 04-024. Remote meeting login instruction as well as the map and text of the proposed zoning amendment is available [Here](#)

Ron Sicard, Planning Board Chairman

Town of Montague Smart Growth Overlay Districts

Griswold Mill Site and First Street

Montague Planning Department
February 2022

What are Smart Growth Overlay Districts



- ▶ Mass General Law Ch. 40R
- ▶ • “[D]ense residential or mixed-use smart growth zoning districts, including [...] affordable housing units[...] in areas of concentrated development such as existing city and town centers, and in other highly suitable locations.” (Mass.gov)
- ▶ This initial public hearing is required by MGL 40R

40R Zoning Overlay Districts

- ▶ Does not change underlying zoning
 - ▶ Developer may choose to build project under either Smart Growth or underlying zoning
- ▶ Encourages “mixed-use” or housing development in designated areas by allowing it “by-right” subject to strict design guidelines.
- ▶ Requires at least 20% of residential units be “Affordable” under state definition
- ▶ Provides incentive payments to the Town for approving a bylaw and for each housing unit that is developed



Why is the Town doing this?

- ▶ Access to State Incentive Payments
 - ▶ The Town receives an upfront payment of \$75,000+/- just for adopting the bylaw.
 - ▶ The Town also receives \$3,000 per unit that is actually developed
- ▶ To encourage the revitalization of historically developed properties in downtown
- ▶ To maintain or increase the supply of Affordable dwelling units and to control the quality of their design
- ▶ To encourage the production of market rate housing within mixed income projects in downtown
- ▶ A means to induce housing production in appropriate locations and at appropriate densities.

Montague's Housing Needs

- ▶ Wages have not kept pace with cost of living
 - ▶ Over 30% of homeowners and over 50% of renters in Montague are cost-burdened by housing, paying more than 30% of monthly income on housing
- ▶ Households are smaller now and people need smaller, affordable options
- ▶ Few Vacancies and lack of supply increases prices

\$269,000 **\$76,000 Gap** **\$193,000**

2021 Median Single Family Home Sale Price Affordable sale price for a Household earning Montague's Median Income (\$54,430)

Source: MLS Property Listings, 2015-2019 US Census Bureau American Community Survey

affordable v Affordable housing

- ▶ affordable
 - ▶ Household spends no more than 30% of gross monthly income on housing costs
 - ▶ Can be naturally occurring in the marketplace
 - ▶ No restrictions on rent or sale price
 - ▶ Sometimes housing affordable because it is in poor condition or due to location
- ▶ Affordable
 - ▶ Has a deed restriction on the rent or sale price to keep affordable over time
 - ▶ Typically built or operated with local, state or federal funds (Subsidized)
 - ▶ Can be rental, owner occupied, single or multi household
 - ▶ Counted on State's Subsidized Housing Inventory- Montague currently needs 30+ units to meet state 40B quota for 10% Affordable housing stock

Residents who are not cost burdened by housing can more readily contribute to the local economy

What are the Benefits of 40R?

Local Control

- ▶ Design guidelines allow town to control character of development at these sites
- ▶ Currently, a housing project could be developed at any location with 100% Affordable housing units with virtually no input/ design control from the Town under MGL 40B.
 - ▶ An approved 40R bylaw is the only protection from such a development

Funding

- ▶ State grant programs favor communities with Smart Growth Bylaws
- ▶ Easier access to capital and incentives for developers
- ▶ Initial incentive payment plus \$3,000 for each unit that is developed.
- ▶ Expanded tax base on vacant lands

40R Requirements

Affordability

- ▶ No less than 20% of developed housing units must be dedicated to "Eligible Households" Households with income less than 80% of Area Median Income

An individual in Montague could make up to \$47,150 per year and qualify to live in an "Affordable" Unit under 40R.
A family of 4 could make up to \$67,300 per year and qualify.

▶ **Bylaw Language**

The language of bylaw must be in substantial conformance with State's model bylaw.

District Selection

- ▶ Surgically focused on developable parcels in downtown that have a reasonable path to success and have been determined by the Planning Board+ existing plans to be highly suitable for residential and mixed use development.
- ▶ Parcels outside of downtown and in other villages likely would not qualify for state program.
- ▶ Strathmore Mill not suitable for this intensity of development
- ▶ Farren Property in Montague City could be future 40R site
- ▶ District could be expanded in the future.

Proposed Smart Growth Overlay District



Sub district A: Griswold Mill
 Assessors Map 3 lots 27 and 89
 2.8 Acres
 Underlying zoning: Historic Industrial

Sub district B: First Street
 Assessors Map 4 lots 31, and 24
 1.1 Acres
 Underlying Zoning: Neighborhood Business

Subdistrict A: Griswold Mill (11-15 Power Street)

- ▶ 2.8 acres
- ▶ Zoned Historic Industrial
- ▶ Blighted mill removed 2021
- ▶ 6th St bridge programmed for 2026
- ▶ On Bike Path, 10 minute walk to downtown
- ▶ Potential for 76+ units

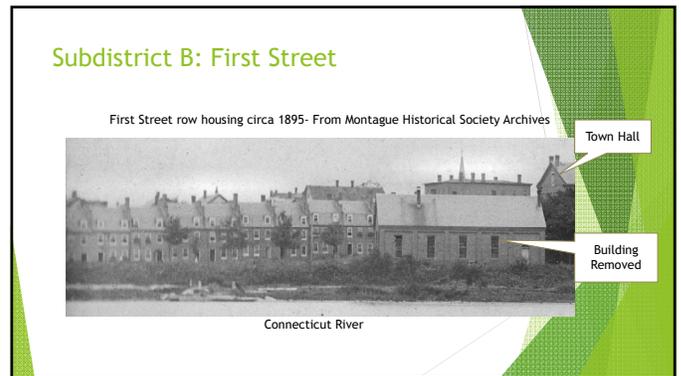




Subdistrict B: First Street

- ▶ 1.1 acres
- ▶ Zoned Neighborhood Business
- ▶ Bike Path, Unity Park, Downtown
- ▶ Potential for 20+ units
- ▶ Potential for owner occupied single or two household units

Sub district B: First Street
Assessors Map 4 lots 31, and 24



Subdistrict B: Downtown Gateway



Municipal (non-zoning) Actions to support housing production

First Street (Town Hall parking lot) *Between 6 and 12 units*

- ▶ Obtain authority to sell for housing from Town Meeting
- ▶ Conduct Phase I Environmental Site Assessment (recommended, 56-8K)
- ▶ Issue solicitation for development
 - ▶ Break Ground in 1-3 years

Griswold Mill - *up to 76 Units*

- ▶ Obtain Site Control and authority to sell for housing from Town Meeting
- ▶ Work with MassDOT+ elected officials to facilitate 6th Street Bridge Replacement (planned by 2027)
- ▶ Complete Environmental due diligence closeout
- ▶ Issue solicitation for development
 - ▶ Break ground in 4-6 years

Consider use of ARPA funds to establish an affordable housing fund to induce development

Next Steps

- ▶ Incorporate public comments
 - ▶ Written Comments Accepted until 3/1 planner@montague-ma.gov
- ▶ Submit Request Determination of Eligibility from DHCD (Early march)
- ▶ Planning Board Information Session (Tentatively March 22)
- ▶ Planning Board Public Hearing (TBD in April)
- ▶ Town Meeting Adoption Vote (Anticipated May)



9A

January 21, 2022

Dear Suzanne LoManto,

We are pleased to inform you that Town of Montague Turners Falls Cultural District has been approved for a Cultural District Grant grant of \$7,500.00 (FY22-DI-CDI-17505) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY22 state budget. This allows us to continue to support artists, communities, nonprofit cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to Cyndy Gaviglio by March 04, 2022. This will help us process your grant as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or Cyndy.Gaviglio@art.state.ma.us. For questions about the program please contact Luis Cotto, Cultural Districts Program Manager at 617-858-2727 or luis.cotto@art.state.ma.us.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in cursive script that reads 'Nina Fialkow'.

Nina Fialkow
Chair

A handwritten signature in cursive script that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt
Executive Director

Contract Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**
https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
3. **Contractor Authorized Signatory Listing:**
https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Cyndy Gaviglio
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague Turners Falls Cultural District (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): Town Hall 1 Avenue A Montague MA 01376		Business Mailing Address: 10 Saint James Ave., 3rd Fl.	
Contract Manager: Suzanne LoManto	Phone: 413-863-3200	Billing Address (if different):	
E-Mail: assistant.planner@montague-ma.gov	Fax: n/a	Contract Manager: Cyndy Gaviglio	Phone: 617-858-2711
Contractor Vendor Code: VC6000191893		E-Mail: cyndy.gaviglio@art.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: FY22-DI-CDI-17505	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$7,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance For financial assistance to produce free events in our downtown parks, as well as other projects and initiatives in the Turners Falls Cultural District.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of July 01, 2021, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2022, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>2/14/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard J. Kuklewicz</u> Print Title: <u>Chair, Selectboard</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: Town of Montague Turners Falls Cultural District

ADDRESS: Town Hall 1 Avenue A Montague MA 01376

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance For financial assistance to produce free events in our downtown parks, as well as other projects and initiatives in the Turners Falls Cultural District.

APPLICATION #: FY22-DI-CDI-17505

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$7,500.00

CONTRACT START DATE: July 01, 2021

CONTRACT TERMINATION DATE: June 30, 2022

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 04, 2022**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 11, 2022

PAYMENT: (a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY22 Cultural District Grant guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES
Updated FY 2022

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

Town of Montague

Print the Grant Recipient's Organization Name

Richard Kuklewicz

Signature of Chief Administrative Officer

Date

1/24/22

Signature of Person Responsible for Grant Recipient's
Publicity and Publications

Date

Suzanne LoManto

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- This Checklist:** Have you double checked all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature?
- Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
- Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard J. Kuklewicz	Chair, Selectboard

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: February 14, 2022

Title: Chair, Selectboard

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: selectscty@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Montague Select Board

RE: Approval Requested: Lighting installation for Rock Paper Scissors Sculpture

2/9/22

RiverCulture wants to light "Rock Paper Scissors", the sculpture in the seating area on the corner of Avenue A and This Street. This project will highlight the work of art and enhance the Cultural District streetscape. I made a few attempts at solar lighting, but nothing worked. Commonly available solar lights were big, not bright enough, and trees prevent them from charging fully.

The idea of LED lighting was initially before the Board about 3.5 years ago. At that time Rich gave me the following directions, which I would like to review for approval:

Bricks removed between the planter and nearest lamp post,
A channel created in the foundation for low voltage wire to be inserted,
A low voltage system be tied into the base of the nearest lamp post,
Small LED lights be positioned in the seating area by a lighting designer.

Will Stratford of Montague DPW has agreed to help with the hardscaping portion of the project. This cuts the budget by half. RiverCulture will cover the cost of lights, and hiring a licensed electrician. Funds will come from the RiverCulture general fund and expected to be between \$1200-1400.

Will has a question for Rich- Do you require conduit under the bricks, or is direct buy wire okay?

Thank you,

Suzanne LoManto
Director of RiverCulture
Montague Assistant Planner

Name: Sawyer-Laucanno, Chris

10

MONTAGUE APPOINTED OFFICIAL

NAME: Chris Sawyer-Laucanno

DATE: 2/14/2022

COMMITTEE: Montague Historical Commission

TERM: 3 Years

TERM EXPIRATION: 6/30/2025

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 02/14/22

Sawyer-Laucanno, Chris personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Historical Commission 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.

FOR INTERNAL USE ONLY

Name: Sawyer-Laucanno, Chris

MONTAGUE APPOINTED OFFICIAL

NAME: Chris Sawyer-Laucanno

DATE: 2/14/2022

COMMITTEE: Montague Historical Commission

TERM: 3 Years

TERM STARTS: 02/14/22

TERM EXPIRATION: 6/30/25

EMAIL: _____

PHONE: HOME: _____ **CELL:** _____

HOME ADDRESS:

MAILING ADDRESS:
(if different)

Christopher Sawyer-Lauçanno
70 Prospect St.
Turners Falls, MA 01376-1305

February 7, 2022

Selectboard
Town of Montague

Dear Rich, Chris and Matt,

I am requesting appointment to the Montague Historical Commission. I feel I can be a useful member of this Commission, particularly in regard to issues of preservation.

I have checked with the Massachusetts Historical Commission regarding any conflicts of interest I might have, as I occasionally, represent developers in Montague and the Town and State in relation to local preservation support. They had no objections though gave me clear guidelines about when I would need to recuse myself from deliberations.

I thank you for your attention to my request.

Sincerely,

A handwritten signature in black ink that reads "Christopher Sawyer-Lauçanno". The signature is written in a cursive style with a long, sweeping underline.

Christopher Sawyer-Lauçanno

Montague Select Board

February 7, 2022

Re: Appointment Christopher Sawyer -Lauçanno

I, David Brule, as chairman of the Montague Historical Commission, hereby request that the Board of Selectmen appoint Chris Sawyer -Lauçanno to the vacancy on the Montague Historical Commission. Chris has impeccable credentials, and considerable experience in working with other Historical Commissions and state officials connected with the preservation of cultural/historical resources. His deep knowledge of Montague's history and architecture will greatly benefit the Historical Commission and the residents of Montague."

Sincerely,

David Brule



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

11A

February 15, 2022

Janice Hamilton-Crawford
Trinity Health of New England
2021 Albany Ave.
West Hartford, CT 06117

Dear Jan,

As I believe you are aware, response to Trinity Health New England's decisions pertaining to the Farren Care Center property has been thoughtful and intense. This was true in 2020, in the wake of your decision to close the facility and transfer its operations to Holyoke; and equally true more recently, following your decision to demolish the facility without release of your building and market assessments, and your failure to implement a comprehensive re-use and redevelopment study in collaboration with the Town, as was previously agreed.

Following extensive public discussion, the Montague Selectboard has instructed me to request certain information that would clarify Trinity Health New England's (THNE) plans for its three properties in Montague City and to request specific assurances that should be formalized in a binding agreement.

Matters for confirmation/clarification:

- We assume Trinity intends to demolish the entirety of the existing hospital and its related structures (both above and below ground), as well as parking areas at 330-340 Montague City Road (Parcel ID: 12-0-044), with restoration of those grounds to a level lot with seeded lawn.
- We assume you remain on your projected schedule and demolition is slated to begin this spring and be completed in June 2022.
- We assume that you do not intend to demolish the former residence, converted by Trinity to office space, at 356 Montague City Road (Parcel ID: 12-0-44A).
- We assume you intend to leave intact the parking lot and related improvements across the Street from the hospital campus (Parcel ID: 12-0-051).

Requested Assurances:

- THNE will ensure that its demolition of the facility is inclusive of all above and below ground structures, foundations, pavement, utility or other lines, storage tanks, et cetera; and will be followed by a Phase II environmental study to ensure no environmental issues exist.
- THNE will, subject to inspection and agreement of the Town, and any required permissions from the heirs of Bernard Farren, convey the above-described properties with clear title to the Town of Montague following satisfactory demolition and clean-up of those properties.

- THNE will make good on its promise to the Town to support redevelopment by provision of a gift of \$100,000 to the Town for the purpose of funding our own redevelopment study and, also, any related expenses to improve the prospects for redevelopment. For example, including caring for the lawn following ownership transfer, such that it does not become a blight and can be utilized as open space by local residents and visitors.
- THNE will, prior to demolition, allow the Town's Historical Commission and staff to identify any unique artifacts that may be set aside for preservation and later integrated into a memorial to Bernard Farren and the many residents who once worked at or were served by the Farren Hospital. This may include bricks that were made by the nearby Thomas Brick Factory.

The Selectboard appreciates that THNE is a private entity, but expects that you will also appreciate our very reasonable upset at your failure to share the assessments that led to your decision to demolish, as well as your failure to fund and implement a comprehensive redevelopment study in collaboration with the Town. We continue to request that your assessment reports be provided to the public.

At the same time, the Selectboard acknowledges and appreciates that THNE remains committed to leaving the Town in an advantageous position relative to redevelopment of the grounds. They wish to see active communication between our organizations re-established so that the final chapter of our community's long history with the Farren and Trinity Health New England can be closed in as collaborative and productive fashion as possible.

I will reach out to you to schedule a time for us to begin the discussion of this letter and next steps.

Respectfully,



Steven Ellis, MPA
Town Administrator

CC: Richard Kuklewicz, Selectboard Chair
Christopher Boutwell, Selectboard Vice Chair
Matthew Lord, Selectboard Clerk
David Brule, Historical Commission Chair
Senator Jo Comerford
Representative Natalie Blais

11B



Post Office Square
6 Main Street Ext., Suite 613
Plymouth, MA 02360
617-723-3383

February 4, 2022

Steven Ellis, Town Administrator
Richard Kuklewicz, Chairman
Christopher Boutwell, Vice Chair
Matthew Lord, Clerk
Town of Montague Selectboard
1 Avenue A
Turners Falls, MA 01376

Via Email

Dear Mr. Ellis & Members of the Selectboard,

I write to you on behalf of Preservation Massachusetts regarding Farren Memorial Hospital Building. Preservation Massachusetts is the statewide non-profit historic preservation organization dedicated to preserving the Commonwealth's historic and cultural heritage. We work in partnership with national, state and local preservation organizations and individuals across the Commonwealth to promote the preservation of historic buildings and landscapes as a positive force for economic development and the retention of community character.

Our organization was contacted in January by citizens concerned for the future of the Farren Memorial Hospital Building. These citizens voiced concern about the proposed demolition of the building and how that decision was arrived at by the property's owner – Trinity Health New England. It is also our understanding that these concerns are shared by you and the local historical commission.

We wish to offer you our support in urging Trinity Health Care to share their assessment report that contributed to their decision to propose demolishing the vacant building and to also engage them in a larger public conversation about the current and future state and opportunities for the building. It is clear through the reactions of private citizens to this demolition, the Farren Memorial Hospital is considered a significant community asset. Farren Memorial Hospital is an historic building designed by Philadelphia architect William Eyre Junior. Recent research affirms the historical significance of this building to Montague. It is one of the only eclectic American Renaissance/Beaux-Arts buildings in Montague and has been a landmark in the community for over 100 years. The hospital has a rich history of serving the needs of the community that continues to feel a strong attachment to this site.

Historic buildings, especially ones of this size can be challenging in terms of restoration, but it is a challenge we have seen successfully met with adaptive reuse projects that enable buildings to once again meet the needs of and contribute to their communities.

Preservation Massachusetts supports the efforts of your board and concerned citizens to engage Trinity Health Care in a positive public dialogue that can provide a more complete picture of the issues surrounding Farren Memorial Hospital and their decision making that impacts a significant historic asset for the Montague community.

If there are any questions that you or other community members may have, we are here to assist you with the guidance and support of our staff. Please feel free to reach out to us and thank you for the opportunity to add our voice to this important conversation.

Sincerely,

A handwritten signature in cursive script that reads "Erin D. Kelly". The signature is written in black ink and is positioned above the typed name.

Erin D. A. Kelly, Executive Director
Preservation Massachusetts

cc:

David Brule, Chair, Montague Historical Commission



Town of Montague SPECIAL ARTICLE REQUEST NON-CAPITAL FINANCIAL REQUEST

FY 22

Form for use with capital article submissions < \$25,000 with a lifespan < 5 years
Please complete this form in its entirety!

Department: Parks & Recreation Submitted by: Jon Dobosz, Director

Item/Project Cost: \$4,000 Date Prepared: 10/24/21

Item/Project Title: Surveillance System Upgrades for Unity Park

Check here if this request is for FY22 Special Town Meeting

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$4,500 or any other amount for the purpose of installing additional security cameras and updating the surveillance system at Unity Park, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

Our current surveillance system entails one camera focused on a small area of the playground, with information recorded and stored to a DVR unit for two weeks. This request includes the installation of four cameras (including one replacing the current unit) directed towards other areas of the playground, ballfield, and main parking lot/skatepark, with surveillance coverage stored in a cloud-based system that can be accessed 24/7. These cameras will also be equipped with night vision capabilities, similar to our current system.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

Not that we're aware of

Please specify grant program/source of funds

Value of the offset

\$

Probability of availability

%

Will this be a lease or a recurring expense? (yes/no)

No

If yes, over how many years:

What annual cost (if payments vary attach payment plan): \$

Will this item or project replace old equipment? (yes/no)

Yes

If replacement, estimate surplus value: \$

Is this expected to require other investments? (yes/no)

Yes
\$ + 676.00/annual subscription license
\$ +/-

Increased(+) /decreased(-) operational cost (if no, "0")

Increased(+) /decreased(-) equipment or material cost (if no, "0")

Why is it essential that the Town makes this purchase in the coming fiscal year?

Unity Park has seen an increase in anti-social behavior in the past year, and it is clear that a reliable system must be in place to protect the general public and town resources.

Relative Priority

Your view of the overall priority of this item or project to the Town

Critical	High	Moderate	Low
X	0	0	0

If you are submitting more than one project, how does this rate relative to the others you submitted?

First	Second	Third	Fourth or Lower
X	0	0	0

Comments on relative priority:

The lawn mower proposal seeks to improve overall departmental efficiency, while this request focuses on protecting the safety and well-being of patrons, staff and Town property.

Final recommendation of _____:

Support

Not Support

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 3, 2022**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet remotely, via Zoom Webinar beginning at 6:30 P.M. on March 3, 2022, and to act on the following articles and any motions which may be presented.

Town Meeting members who have email addresses on file with the Town Clerk will be sent instructions via email as to how to log-in, view and participate in the meeting. Those Town Meeting members for whom we do not have a current email address, or any member who does not receive an email from the Town by the close of business on Wednesday, February 16, 2022, should contact the Town Clerk's Office at townclerk@montague-ma.gov or (413) 863-3200 ext. 203 to access support that would enable you to log-in, view and participate in the meeting.

Registered Town of Montague voters, who are not Town Meeting Members, wishing to view and participate in this remote Town Meeting must submit a request to participate in the Meeting to the Town Clerk, at townclerk@montague-ma.gov or (413) 863-3200 ext. 203, by no later than 6:30 pm on Tuesday, February 23, 2021. Upon receipt of the request and verification of the requester's voter registration status, the Town Clerk shall provide to the requester instructions for participating in the remote Town Meeting.

For individuals wishing to view the Town Meeting, it will be broadcast on Montague Community Television, Comcast Channel 17.

Town Meeting members are encouraged to begin the process of joining the meeting at 6:00 pm on March 3, 2022 so as to avoid any delays in the commencement of the meeting.

The first order of business at the Town Meeting shall be for the Town Meeting members present and voting to vote on whether to commence business at the Town Meeting remotely by means of the Zoom webinar.

If the Town Meeting members vote to continue conducting the Town Meeting remotely, the members shall proceed by remote participation to address the remaining articles included in the warrant therefor.

If the Town Meeting members do not vote to continue conducting the Town Meeting remotely, the Town Meeting shall immediately be dissolved without taking any votes on

Special Town Meeting Warrant: March 3, 2022

any other matters and the Select Board may call the Town Meeting for a future date pursuant to a new warrant that provides for the Town Meeting to be held in person at a physical location in accordance with all applicable laws and provisions of the Montague Town Meeting Act.

WARRANT ARTICLES

ARTICLE 1: To see if Town will vote to conduct this Special Town Meeting remotely with the aid of Zoom Webinar.

(Moderator Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of making emergency repairs to town cemeteries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of repairing a retaining wall and for other maintenance, renovations, and improvements at the Burnham Cemetery, including but not limited to grading and clearing of trees, to prevent future problems, and anything else incidental or related thereto, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 4: To see if the Town will vote to authorize the Board of Selectmen to enter into a lease purchase agreement in accordance with the provisions of G.L. c.44, §21C for a period in excess of three years for the purchase of a combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, and to raise and appropriate, transfer from available funds or otherwise provide the sum of \$125,000, or any other amount, for the first-year payment of such agreement, or pass any vote or votes in relation thereto.

(DPW Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$20,377, or any other amount, for the purpose of increasing the Fiscal Year 2022 Airport Budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$2,500, or any other amount, for the purpose of purchasing and equipping a riding mower for the Parks and Recreation Department, or pass any vote or votes in relation thereto.

Special Town Meeting Warrant: March 3, 2022

(Parks & Recreation Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$4,500, or any other amount, for the purpose of purchasing and installing additional security cameras and updating the surveillance system at Unity Park, 56 1st Street, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Parks & Recreation Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,616, or any other amount, for the purpose of increasing the Fiscal Year 2022 Libraries budget, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$5,270, or any other amount, for the purpose of obtaining an engineered plan for the Carnegie Library's driveway project, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,100, or any other amount, for the purpose of upgrading the Board of Assessors' software and purchasing related computer equipment, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$15,463, or any other amount, for the purpose of providing tuition for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$315,000, or any other amount, for the purpose of abating, replacing, and/or covering existing tile flooring in the Hillcrest Elementary School, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Gill Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$66,481, or any other amount, for the purpose of making improvements to reduce flooding and related issues on and along Montague City Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Town Administrator Request)

ARTICLE 14: To see if the Town will vote to amend Montague Zoning Bylaws sections 2, 5.2.8, 5.2.9, 8.9 and 9.1.2 to adopt a Zoning Bylaw Amendment relating to the regulation of Battery Energy Storage Facilities as below.

**Proposed Zoning Bylaw Amendment relating to the regulation of
Battery Energy Storage Facilities**

**PLANNING BOARD APPROVED DRAFT
for Town Meeting Approval
1.6.2022**

Proposed new text shown in *italicized yellow highlight*. Proposed text deletion shown as **bold red strikethrough**

Remove and replace the definition of Public Utility in Section 2 with the following text:

Section 2 Definitions

PUBLIC UTILITY: shall include power lines, power transmission, power generation facilities, and telecommunication facilities (See Section §8.6) but shall exclude solar energy installations, *solar energy facilities, small scale battery energy storage systems, and battery energy storage facilities* (See §8.9). A public utility may be privately owned but is otherwise regulated by the Mass Department of Public Utilities, the Federal Communications Commission, the Federal Energy Regulatory Commission, or other governmental agencies.

Add “battery energy storage facilities” to the list of uses allowed by Special Permit in the Industrial District (Section 5.2.8 (b) ii.) and Historic Industrial District (Section 5.2.9(b)v) with the following text:

5.2.8 ID. Industrial District

(a) Permitted Uses:

- i. Business office or professional office
- ii. Manufacturing, processing, or research
- iii. Bulk storage, warehousing, distribution
- iv. Agriculture or forestry products processing

(b) Uses allowed by Special Permit from the Planning Board

- i. All uses in §5.2.8(a) that involve the construction or alteration of over 20,000 square feet of floor area or the development of over 217,800 square feet (5 acres) of land.
- ii. Solar energy *and battery energy storage* facilities, per §8.9

Special Town Meeting Warrant: March 3, 2022

- iii. Self-service storage facilities, per §8.7
- iv. Retail sales and services
 - v. Hotels
- vi. Earth removal, per §8.2
- vii. Open recreational enterprises
- viii. Public utilities
- ix. Marijuana cultivation, production, research, or testing, medical marijuana treatment center, or retail if accessory to cultivation or production as a primary use, per §8.10
- x. Other uses similar to §5.2.8(a) in externally observable attributes.

5.2.9 HI. Historic Industrial District

(a) Permitted Uses:

- i. Business, professional, or medical office in an existing building
- ii. Retail sales and services in an existing building
- iii. Manufacturing, processing, or research in an existing building
- iv. Bulk storage, warehousing, distribution in an existing building
- v. Craft workshop or light assembly shop in an existing building

(b) Uses allowed by Special Permit from the Planning Board:

- i. Uses listed in § 5.2.9(a) that are in new structures or additions to existing buildings
- ii. Multi-family dwelling
- iii. Hotels
- iv. Public utilities
- v. Solar energy *and battery energy storage* facilities, per §8.9
- vi. Marijuana retailer, medical marijuana treatment center, cultivation, production, research or testing, per §8.10
- vii. Self-service storage facilities, per §8.7
- viii. Open recreational enterprises
- ix. Farming and forestry on 5 acres or less
- x. Other uses similar to § 5.2.9(a) in externally observable attributes.

(c) Special Requirements

- i. Demolition of an existing structure requires a special permit from the Planning Board, excepting structures that have been deemed unsafe by the Inspector of Buildings.

Remove and replace Section 8.9 (Solar Energy Installations and Facilities) with the following text:

8.9 Solar Energy Installations & Facilities and *Battery Energy Storage Facilities*

8.9.1 Purpose

To facilitate the transition from fossil fuels to renewable energy through the following:

- To encourage solar energy collection on roofs, over parking lots, and on degraded areas and to minimize the environmental impact when that is not otherwise practical.
- *To allow properly sited battery energy storage facilities.*

8.9.2 Definitions

BUILDING MOUNTED SOLAR ENERGY INSTALLATION: A solar energy installation that is permanently affixed to a building, as defined by the building code. This definition is inclusive of canopy structures.

ACCESSORY GROUND MOUNTED SOLAR ENERGY INSTALLATION: A solar energy installation that primarily supports on-site energy needs that is mounted on the ground, either directly or on supports which do not constitute a building under the building code.

SOLAR ENERGY FACILITY: a ground-mounted solar energy installation that exceeds 2,000 square feet of panel surface area. Solar Energy Facilities shall not constitute a Public Utility for the purposes of this bylaw.

BATTERY ENERGY STORAGE FACILITY: a physical container providing secondary containment to one or more battery cells for storing electrical energy that is equipped with cooling, ventilation, fire suppression, and an electronic battery management system. It may be a primary use or accessory to a solar energy facility, power generation facility, an electrical substation or other similar uses. Battery Energy Storage Facilities shall not constitute a Public Utility for the purposes of this bylaw. For the purpose of this bylaw, the aggregate rating of the facility shall exceed 80 kWh.

SMALL SCALE BATTERY ENERGY STORAGE SYSTEM: a battery storage system that is ancillary to a residential, commercial, or industrial use. For the purpose of this bylaw, the aggregate rating of the system shall not exceed 80 kWh.

8.9.3 Building Mounted Solar Energy Installations

Building Mounted Solar Energy Installations are permitted in all zoning districts.

8.9.4 Accessory Ground-Mounted Solar Energy Installations

Ground Mounted Solar Energy Installations shall be considered an accessory structure and shall meet the setback requirements of the Zoning District in which it is located. Ground-Mounted Solar Energy Installations are permitted in accordance with the following table:

Zoning District	Requirement
Neighborhood Business, Central Business, and Recreation-Education	Special Permit Required
RS-1	Special Permit Required if exceeding 150 square feet of panel surface area
All other districts	Special Permit Required if exceeding 500 square feet of panel surface area

8.9.5 Solar Energy Facilities *and Battery Energy Storage Facilities*

Solar Energy Facilities *and Battery Energy Storage Facilities* are allowed in the Industrial and Historic-Industrial Districts by Special Permit and Site Plan Review from the Planning Board, subject to the submittal requirements and standards of this section. The Planning Board may require additional conditions or vary the prescribed conditions upon a finding that such action is reasonably necessary to meet the purpose and intent of the Bylaws.

- (a) Required Submittals. In addition to the required Site Plan elements in §9, the following materials are required for permitting approval of Solar *Energy and Battery Storage* Facilities:
- i. A plan for the general procedures of operation and maintenance of the installation including security measures, maintenance of emergency access and the clear and available means of shutting down the facility in the event of an emergency.
 - ii. A fully inclusive estimate of the costs associated with removal and site restoration, prepared by a professional engineer.
 - iii. Owners and successors in title shall provide a satisfactory form of surety, either through escrow account, bond or otherwise, to cover the cost of removal and restoration of the landscape, in an amount determined to be reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal. Such surety may be waived for municipally or state owned facilities. *The form of surety shall be subject to review and approval of Town Counsel.*
 - iv. A stormwater management report prepared by a professional engineer.
 - v. *A native flowering planting and maintenance plan that supports pollinator habitat within the project area and its perimeter. Plan to be developing in consistency with UMASS Clean Energy's Extension Pollinator Friendly Solar PV Guide.*
- (b) Special Permit Standards
- i. Adequate access and parking shall be provided for service and emergency vehicles; however, there shall be no exterior long term storage of equipment or service vehicles on the site.
 - ii. For every mature tree cleared for construction, measured in board feet of wood; at least an equivalent mass of living mature trees shall be retained on-site.
 - iii. An 8 foot security fence shall be installed no closer to a property line than the setback required for a principal building. In addition, the site and its fencing shall be screened by buffering vegetation from general view from the surrounding ground level unless the Planning Board determines that there is no public benefit from such screening.
 - iv. The facility shall provide a vegetated buffer strip of at least 100 feet from any street line property boundaries or from the property line of any abutting residential use.

- v. To the extent feasible, all network interconnections and power lines, to and from the facility, shall be via underground lines.
- vi. Drainage from impervious surfaces shall be fully accommodated onsite.
- vii. No **array facility** shall be floodlit.
- viii. Herbicides may not be used to control vegetation at the **solar electric installation facility**. *The operator shall conduct annual monitoring of the pollinator plantings and will remove invasive species and replant native flowering plants as needed.*
- ix. The owner of the **array facility** must provide for and post a 24 hour emergency contact phone number and identification of the owner. The information shall remain current and shall also be provided to the Police Chief and Fire Chief.
- x. Decommissioning Requirements. Any facility which has reached the end of its useful life or has been abandoned shall be decommissioned by the owner or operator who shall notify the Board by certified mail of the proposed date of shut down and removal. Decommissioning shall consist of the following:
 - Physical removal of all panels, structures, equipment, security barriers and transmission lines from the site *within 180 days following the date of notice to the Board.*
 - Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
 - Stabilization and re-vegetation of the site and erosion prevention.
 - The Town shall have the right, upon determination of abandonment, but not the obligation, to claim the financial surety, enter the site and remove the facility in accordance with the requirements of this section.
 - All facilities, attachments, and accessory structures which have not been used for a period of **one (1) year two (2) years** shall be considered abandoned. The removal expense shall be secured with the performance guarantee.
- xi. *Battery Energy Storage Facilities are encouraged to co-locate with solar energy facilities, energy, power generation stations, and electrical substations. Facilities that are a primary use shall be located within a physical building that is harmonious with the adjacent architecture. Relief from this requirement may be granted for exceptional screening or the provision of publicly accessible open space or recreational amenities.*
- xii. *All facilities must comply with the Massachusetts Electrical Code (527 CMR 12.00) and Fire Code (527 CMR 1.00).*

8.9.5 Small Scale Battery Energy Storage System

Small Scale Battery Energy Storage Systems that are ancillary to and located within a permitted primary use are allowed in all zoning districts. All such systems must comply with the Massachusetts Electrical Code (527 CMR 12.00) and Fire Code (527 CMR 1.00).

Remove and replace Site Plan Review section 9.1.2(e) with the following text:

Special Town Meeting Warrant: March 3, 2022

9.1.2 Applicability

The following activities and uses are subject to site plan review:

- (a) All uses that involve the construction or expansion or change of use of over 3,000 square feet of floor area.
- (b) All uses that involve the development of over 130,680 square feet (3 acres) of land.
- (c) Any new structure, group of new structures, changes of use, or additions which result in an increase of 500 or more vehicle trips per day, as proposed in an applicant's business plan acceptable to the reviewing authority or estimated by a professional engineer.
- (d) All uses that involve the construction or expansion of a parking area that creates ten (10) or more new parking spaces, per §7.2.6
- (e) Specific Uses identified elsewhere in this bylaw:
 - Accessory Apartments within existing single family homes, per §8.5
 - Self-storage facilities, per §8.9
 - Solar energy **and battery energy storage** facilities, per §8.9
 - Medical Marijuana Treatment Center or Marijuana retailer, cultivation, production, research or testing, per §8.10
 - Open Space Residential Development, per §8.11
 - Planned Unit Development, per §8.12

or pass any vote or votes in relation thereto.

(Planning Board Request)

ARTICLE 15: To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to ratify validate and confirm the results of this Special Town Meeting. The petition for special legislation shall take the following form; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

An Act relative to the March 3, 2022 special town meeting for the town of Montague.

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to ratify, validate and confirm the actions taken by the Town of Montague during its March 3, 2022 representative town meeting which was held by remote participation so as to be protective of public health and safety in light of the on-going threat posed by the COVID-19 virus and its variants, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Special Town Meeting Warrant: March 3, 2022

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general law, special law, or bylaw to the contrary, all acts and proceedings taken by the Town of Montague at its March 3, 2022 special town meeting and all actions taken pursuant thereto are hereby ratified, validated, and confirmed notwithstanding the fact that said town meeting was conducted by remote video participation in lieu of the town meeting members assembling in person.

SECTION 2. This act shall take effect upon its passage.

Given under our hands this ____ day of February in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA February ____, 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague