

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376

Monday, April 4, 2022

Join Zoom Meeting: <https://us02web.zoom.us/j/87453212553>

Meeting ID: 874 5321 2553 Password: 275429 Dial into meeting: +1 646 558 8656

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

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of March 28, 2022
3. 6:31 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. 6:33 COVID-19 Updates
 - Review of COVID case counts and trends
5. 6:35 Caitlin Kelley, Library Director
 - Request to transfer \$3,500 from CD Discretionary Unallocated (225-5-184-5200) to CD Outdoor Library Facilities (225-5-184-5287)
 - Request Permission to Submit \$500 grant to the Massachusetts State Historical Records Advisory Board's Regrant program.
 - Use of Peskeompskut Park for Puppet Show, August 5, 2022, 8:30 AM – 12:30 PM
6. 6:45 Chelsey Little, WPCF Superintendent
 - Registration for Assembly: WPCF Second Annual Earth Day Celebration, Friday, April 22, 1:00 – 2:00 PM, Drive through Tour with Reveal of Commissioned Mural
 - PFAS Cost Recovery Program Litigation Retainer Agreement
7. 6:55 DEP Asset Management Grant Authorizations
 - Designate Authority to File
 - Certifying Authority to File
 - Approval to Complete and Submit Application
8. 7:05 Brian Westbrook, RPM Fest
 - RPM Fest at Millers Falls Rod & Gun Club, September 2 – 4, 2022

MONTAGUE SELECTBOARD
1 Avenue A and via ZOOM
Monday, April 4, 2022

9. 7:15 Kyle Cogswell, Newt Guilbault Community Baseball
- Use of Public Property, Opening Day Parade, April 24, 2022 11:00 AM to 12:00 PM, Leave TFHS, Left onto Turnpike Rd, Right onto Montague St, to baseball fields
10. 7:20 Tom Bergeron, DPW Superintendent
- Discussion of FY23 DPW Discretionary Request
11. 7:30 Personnel Board
- Appoint Bob Austin to Montague Tree Advisory Committee, 1 year, Term end 6/30/23
 - Appoint Robert Steinberg to MEDIC, Real Estate seat, 2 years, Term end 6/30/2024
 - Appoint Matt Lord to Planning Board, 4 years, Term end 6/30/26
 - Vacancy of the Associate Planning Board membership position
 - Vacancy on Other Town Boards
12. 7:40 Walter Ramsey, Town Planner
- Consider Montague's participation in a regional application to the Complete Neighborhoods Partnership program offered by the Mass Housing Partnership
13. 7:50 Town Meeting
- Confirm Town Meeting Logistics
 - Town Meeting Warrant – To review draft May 7, 2022 warrant, attached hereto; and to make recommendations and sources for financial articles on all items in warrant; votes may be taken
14. 8:10 Jeff Singleton, FRTA Representative
- FRTA Updates
15. 8:20 Town Administrator's Business
- FirstLight AIP Issues and Comprehensive Settlement Update
 - Montague Center Library HVAC Bid Results
 - Invitation from GMRSD for Selectboard member to participate in collective bargaining
 - Topics not anticipated in the 48 hour posting
16. 8:30 Anticipated executive session pursuant to G.L. c. 30A, §21(a)(7), to comply with, or act Under the authority of any general law; specifically, to review draft minutes from executive sessions conducted on dates set forth below:
- Executive Session pursuant to G.L. c. 30A, Section 21(a)(3)**
- 1/11/22 Discuss strategy with respect to collective bargaining (NEPBA, Local 183, NEPBA Local 184, NAGE, and United Electrical, Radio and Machine Workers of America, Local 274
 - 2/14/22 Discuss strategy with respect to collective bargaining (NAGE)

Other

- Next Selectboard Meeting: Monday, April 11, 2022 at **6:00** via ZOOM
- Joint Meetings with the Finance Committee: April 6 and 13, 2022 at 6:00 PM via ZOOM

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2022**

Franklin, ss.

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

GREETING:

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 in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, May 7, 2022, at **8:30 A.M.** and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by amending the Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2022, with the changes as shown in ~~strikeout~~ and **bold** below; or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, the following revolving funds:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a.	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills

Annual Town Meeting Warrant

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<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
SARA Title III Committee)			
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw
Airport Fuel	Airport Manager	Fees from sale of Airport aviation fuel	Purchase of Airport aviation fuel to be sold and used at the Airport, system maintenance, parts, and inspections

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Commission Request)

ARTICLE 4: To see if the Town will vote to amend the classification plan as shown below or pass any vote or votes in relation thereto.

- A. To see if the Town will vote to establish the position of Assistant Town Administrator within the Classification Plan at Grade I, with such benefits as are awarded to other non-union management personnel.
- B. To see if the Town will vote to establish the position of Selectboard Administrative Assistant within the Classification Plan at Grade B as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE).
- C. To see if the Town will vote to establish the position of WPCF Laboratory Manager within the Classification Plan at Grade D as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE).

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard 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 \$11,176,944, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> and for any other necessary charges, or pass any vote or votes in relation thereto.

(Selectboard 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 \$2,872,377, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374>, or pass any vote or votes in relation thereto.

(Selectboard 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 \$316,015, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission 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 \$49,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard 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 \$1,029,566, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

Annual Town Meeting Warrant

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ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,341,466, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, 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 \$10,000, or any other amount, for the purpose of supplementing the Waidlich Conservation Fund, or pass any vote or votes in relation thereto.

(Conservation Commission Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$45,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$100,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$130,000, or any other amount, for the purpose of purchasing and installing a facility back-up generator for the Water Pollution Control Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$21,584, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article #18C of the May 22, 2021, Annual Town Meeting, which provided funds for bid and project overruns, or pass any vote or votes in relation thereto.

(Town Administrator and CIC Requests)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$415,000, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$125,000 for Town Hall Roof
- B. \$60,000 for Shea Front Roof
- C. \$130,000 for Carnegie Basement Renovation
- D. \$100,000 for Montague Center Library Masonry Repair

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to amend the vote taken pursuant to Article 4 at the March 3, 2022 Special Town Meeting, which appropriated the sum of \$125,000 from the Capital Stabilization Fund to pay the first year payment on a lease-purchase agreement for a new combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, by authorizing the Selectboard to use said appropriation toward the outright purchase of said vactor truck, with the remaining purchase price to be funded through the use of ARPA grant funds, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	131,200
OPEB Trust Fund	50,000
GMRSD Stabilization Fund	40,608
FCTS Stabilization Fund	124,356
Total:	346,164

(Finance Committee Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$173,800, or any other amount, for costs associated with the establishment and operation of a marijuana establishment known as 253 Pharmacy, or pass any vote or votes in relation thereto.

- A. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Gill-Montague Regional School District
- B. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Franklin County Technical School

(Selectboard Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$40,000, or any other amount, for the purpose of providing Science, Technology, Engineering, and Math afterschool enrichment programs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 24: To see if the Town will vote, in accordance with Massachusetts General Laws, Chapter 40, Section 5B, to establish a special purpose stabilization fund to be known as the “Canal District Utility Improvement Fund”, for the purpose of funding installations, repairs, and upgrades of utility services for the Canal District of the Town, and anything incidental or related thereto; and further to accept the provisions of the fourth paragraph of said Massachusetts General Laws, Chapter 40, Section 5B, to allow one hundred percent (100%) of the funds received pursuant to the Town’s August 9, 2021 Agreement with FirstLight MA Hydro, LLC to be dedicated to said Fund, without further appropriation, to be effective for the Fiscal Year beginning on July 1, 2022; or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to rescind the unused \$286,081.30 borrowing authority as voted pursuant to Article #8 of the February 25, 2021, Special Town Meeting, which appropriated \$1,450,000 for the purpose of acquiring three properties for airport and aviation purposes, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 26: To see if the Town will vote to rescind the unused \$1,305,011.05 borrowing authority as voted pursuant to Article #1 of the March 29, 2018, Special Town Meeting, which

appropriated \$11,146,762 for the purpose of building and equipping a new DPW Facility, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 27. To see if the Town will vote to authorize the Selectboard to petition the General Court for one (1) additional on premises all alcoholic beverages license to be exercised and located at 196 Turners Falls Road in the Montague Center village of the Town, said license not to be transferred to any other location; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard 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.

The petition for special legislation shall take the following form:

AN ACT AUTHORIZING THE TOWN OF MONTAGUE TO GRANT ONE ADDITIONAL LIQUOR LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES
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. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Montague may grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138 to El Nopalito Restaurant, located at 196 Turners Falls Road, in the town of Montague. The license shall be subject to all of said chapter 138 except said section 17.

(b) The licensing authority of the town of Montague shall not approve the transfer of the license granted pursuant to this act to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(c) If the license granted pursuant to this act is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, which may then grant the license to a new applicant at the same location under the same conditions as specified in this act.

(d) The license granted pursuant to this act shall be issued not later than 2 years after the effective date of this act; provided however, that if the license is originally granted within that time period, it may be granted to a new applicant pursuant to subsection (b) or (c) anytime thereafter.

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

(Board of Selectmen Request)

ARTICLE 28: To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation providing that all of the positions in the Police Department after passage of the Act not be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Selectboard to approve such amendments, or pass any vote or votes in relation thereto.

AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF MONTAGUE FROM THE CIVIL SERVICE LAW

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 or special law to the contrary, all positions in the police department of the town of Montague shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

ARTICLE 29: To see if the Town will vote to adopt the 2022 Update to the Montague Economic Development and Industrial Corporation's Economic Development Plan developed in accordance with Mass General Laws Chapter 121 C, a copy of which is on file in the Office of the Town Clerk and on the Town's website at https://www.montague-ma.gov/files/MEDIC_ECON_DEV_PLAN_2022_DRAFT.pdf, or to pass any vote or votes in relation thereto.

(MEDIC Request)

ARTICLE 30. MOVED: That the Town vote to amend the Town’s Zoning Bylaws, in accordance with Chapter 40R of the Massachusetts General Laws, to add a new Section 10, to be titled “Smart Growth Overlay Districts (SGODs), as shown below, or to pass any vote or votes in relation thereto.

SECTION 10: SMART GROWTH OVERLAY DISTRICTS (SGODs)

1. PURPOSE

The purposes of this Section are:

1. To establish Smart Growth Overlay Districts (SGODs) to encourage smart growth in accordance with the purposes of G. L. Chapter 40R;
2. To encourage the revitalization of underutilized properties to benefit the general health and welfare of our residents and the region;
3. To encourage the creation of new multifamily and residential developments in appropriate locations at appropriate densities; and,
4. To maintain or increase the supply of affordable dwelling units;
5. To maintain a consistently high level of design quality.

2. DEFINITIONS

For purposes of this Section the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Governing Laws or Section 2.0, or as set forth in the PAA Regulations. With respect to their application to Section 10, to the extent that there is any conflict between the definitions or terms set forth in, or otherwise regulated by, the Governing Laws and those defined or used in Section 10, inclusive of any applicable Design Standards, PAA Regulations, or any other applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the terms of the Governing Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting the statutory requirements in G.L. Chapter 184, Section 31 and the requirements of Section 5.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

Applicant – the individual or entity that submits a Project application for Plan Approval.

As-of-right - a use allowed under Section 10.4.0 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Project that requires Plan Approval by the PAA pursuant to Sections 10. 8.0 through 10. 12.0 shall be considered an as-of-right Project, subject to review and approval by DHCD of any Municipal 40R regulations, guidelines, application forms, or other requirements applicable to review of Projects by the Plan Approval Authority under the 40R Zoning and 760 CMR 59.00.

Department or DHCD - the Massachusetts Department of Housing and Community Development, or any successor agency.

Design Standards – provisions of Section 12 made applicable to Projects within the SGOD that are subject to the Plan Approval process.

Eligible Household - an individual or household whose annual income is less than or equal to 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Governing Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed-Use Development Project – a Project containing a mix of residential uses and non-residential uses, as allowed in Section 10. 4.2, and subject to all applicable provisions of Section 10.

Monitoring Agent or Administering Agent – the PAA or a qualified housing entity designated by the PAA, pursuant to Section 10. 5.2, to review and implement the Affordability requirements affecting Projects under Section 10. 5.0.

PAA Regulations – the rules and regulations of the PAA adopted pursuant to Section 10. 8.3.

Plan Approval Authority (PAA) - The local approval authority authorized under Section 10. 8.2 to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

Project - a Residential Project or Mixed-use Development Project undertaken within the SGOD in accordance with the requirements of Section 10.

Residential Project - a Project that consists solely of residential and any allowed or required parking and/or accessory uses, as further defined in Section 4.1.

SGOD – A Smart Growth Overlay District established in accordance with Section 10 and as shown on the Smart Growth Overlay District Map referenced in Section 3 herein and as shown of the Town’s Zoning Map.

Zoning Bylaw - the Zoning Bylaw of the Town of Montague.

3. Applicability of SGODs – SCOPE AND AUTHORITY

3.1 Establishment. The Smart Growth Overlay District, herein referred to as the “SGOD,” is an overlay district having a land area of approximately 4 acres in size that is superimposed over the underlying zoning district(s) and is shown on the Zoning Map as set forth on the map entitled “Smart Growth Overlay District, dated ___, prepared by ___.” This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

3.2 Subdistricts. The SGOD contains the following Sub-Districts:
Sub-District A: Griswold Mill comprising approximately 3.02 acres and;
Sub-District B: First Street comprising approximately 1.16 acres.

3.3 Applicability of SGODs. An applicant may seek development of a Project located within the SGOD in accordance with the provisions of the Governing Laws and Section 10, including a request for Plan Approval by the PAA. In such case, notwithstanding anything to the contrary in the Zoning Bylaw, such application shall not be subject to any other provisions of the Zoning Bylaw, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or dwelling unit limitations. To the extent that there is any conflict between the Governing Laws and Section 10, inclusive of the Design Standards, the PAA Regulations, and any otherwise applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the Governing Laws shall govern.

3.4 Underlying Zoning. The SGOD is an overlay district superimposed on all underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s) shall remain in full force, except for those Projects undergoing development pursuant to Section 10. Within the boundaries of the SGOD, an Applicant may elect either to develop a Project in accordance with the requirements of the SGOD, or to develop a project in accordance with requirements of the regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s).

3.5 Administration, Enforcement, and Appeals. The provisions of Section 10 shall be administered by the Building Inspector, except as otherwise provided herein. Any legal appeal arising out of a Plan Approval decision by the PAA under Sections 8 through 12 shall be

governed by the applicable provisions of G. L. Chapter 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. Chapter 40A.

4. PERMITTED USES - GENERAL

The following uses are permitted As-of-Right for Projects within SGODs unless otherwise specified under the corresponding section of the District-specific requirements.

4.1 Sub-District A (Griswold Mill). The following uses are allowed:

- a) Multifamily residential uses
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices.
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments, including daycares.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels.
 - Community, education, or recreational uses, including museums, parks, playgrounds, health clubs and gym/fitness centers.
 - Municipal facilities.
 - Craft workshops or light assembly shops.
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses

4.2 Sub-District B (First Street). The following uses are allowed:

- a. Single-family, two-family, three-family, or multifamily residential uses, any of which may include live/work units.
- b. Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices and co-working facilities
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses.

5. Housing and Housing Affordability

5.1 Number of Affordable Housing Units. For all Projects, not less than twenty percent (25%) of housing units constructed shall be Affordable Housing. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of .5 or greater shall be deemed to constitute a whole unit.

5.2 Monitoring Agent. A Monitoring Agent which may be the PAA or other qualified housing entity shall be designated by the PAA. In a case where the Monitoring Agent cannot adequately carry out its administrative duties, upon certification of this fact by the designating official or by DHCD such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the designating official. In any event, such Monitoring Agent shall ensure the following, both prior to issuance of a Building Permit for a Project within the SGOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
 2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
 3. the housing marketing and resident selection plan conform to all requirements, have been approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR 59.00, and are properly administered;
 4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and
5. Affordable Housing Restrictions meeting the requirements of this section are approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR. 59.00, recorded with the proper registry of deeds.

5.3 Submission Requirements. As part of any application for Plan Approval for a Project within the SGOD submitted under Sections 10, the Applicant must submit the following documents to the PAA and the Monitoring Agent:

- 1) evidence that the Project complies with the cost and eligibility requirements of Section 10. 5.4;
- 2) Project plans that demonstrate compliance with the requirements of Section 10. 5.5; and

- 3) a form of Affordable Housing Restriction that satisfies the requirements of Section 10.5.6.

These documents in combination, to be submitted with an application for Plan Approval, shall include details about construction related to the provision, within the development, of units that are accessible to the disabled and appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly.

5.4 Cost and Eligibility Requirements. Affordable Housing shall comply with the following requirements:

1. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
2. For an Affordable Rental Unit, the monthly rent payment, including applicable utility allowances, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.
3. For an Affordable Homeownership Unit the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, and insurance, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.

Prior to the granting of any Building Permit for a Project, the Applicant must demonstrate, to the satisfaction of the Monitoring Agent, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to Montague.

5.5 Design and Construction. Units of Affordable Housing shall be finished housing units. With respect to the minimum required number for a given Project, units of Affordable Housing shall be equitably integrated and proportionately dispersed throughout the residential portion of the Project of which they are part, across all residential buildings, floors, distinct unit types, and with respect to the gross floor area devoted to residential units, in accordance with the affordable housing restriction and marketing and tenant selection plan approved by DHCD and be comparable in initial construction quality, size, amenities, and exterior design to the other housing units in the Project. Unless expressly required otherwise under one or more applicable state or federal housing subsidy programs, the bedroom-per-unit average for the Affordable Housing must be equal to or greater than the bedroom-per-unit average for the unrestricted/market-rate units.

5.6 Affordable Housing Restriction. Each Project shall be subject to an Affordable Housing Restriction which is approved by DHCD pursuant to the Governing Laws and recorded with the

appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the Affordable Housing Restriction which shall be stipulated in the Plan Approval decision but in no case be less than thirty years;
2. the name and address of the Monitoring Agent with a designation of its power to monitor and enforce the Affordable Housing Restriction;
3. a description of the Affordable Homeownership Unit(s), by address and number of bedrooms in a Project or portion of a Project which is homeownership; and a description of the overall quantity, initial unit designations and number of bedrooms and number of bedroom types of the Affordable Rental Unit(s) in a Project or portion of a Project which is rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project with the initially designated Affordable Rental Units identified in, and able to float subject to specific approval by DHCD in accordance with, the corresponding Affirmative Fair Housing Marketing Plan (AFHMP) and DHCD's AFHMP guidelines.
4. reference to an affirmative fair housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. Such plan shall be consistent with DHCD guidance and approved by DHCD. Consistent with DHCD guidance, such plan shall include a preference based on need for the number of bedrooms in a unit and a preference based on need for the accessibility features of a unit where applicable, and may only provide for additional preferences in resident selection to the extent such preferences are also consistent with applicable law and approved by DHCD.
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of an Affordable Rental Unit or the maximum resale price of an Affordable Homeownership Unit will be set;
7. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease of any Affordable Rental Unit shall be given to the Monitoring Agent;
8. provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Monitoring Agent;
9. provision that the AHR on an Affordable Homeownership Unit shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;
10. provision that the AHR on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;

11. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the Monitoring Agent, in a form specified by that agent certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability;
12. a requirement that residents in Affordable Housing provide such information as the Monitoring Agent may reasonably request in order to ensure affordability.

5.7 Costs of Housing Marketing and Selection Plan. The housing marketing and selection plan or any associated Monitoring Services Agreement may make provision for payment by the Project applicant of reasonable costs to the Monitoring Agent to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements.

5.8 Age Restrictions. Nothing in Section 10 shall permit the imposition of restrictions on age upon Projects unless proposed or agreed to voluntarily by the Applicant. However, the PAA may, in its review of a submission under Section 10. 5.3, allow a specific Project within the SGOD designated exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations and not less than twenty-five percent (25%) of the housing units in such a restricted Project shall be restricted as Affordable Housing units.

5.9 Phasing. For any Project that is approved and developed in phases in accordance with Section 10. 8.4, the percentage of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1. Where the percentage of Affordable Housing is not uniform across all phases, the unit dispersal and bedroom proportionality requirements under Section 10. 5.5 shall be applied proportionately to the Affordable Housing provided for in each respective phase.

5.10 No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in Section 10. 5.0 shall not be waived.

6. Dimensional and Density Requirements - GENERAL

6.1 Residential Density. Multifamily Residential (four or more dwelling units) and Mixed Use Development Projects in a SGOD, and in any Sub-District, may be developed as-of-right at a minimum density of 20 dwelling units per acre of Developable Land. Two-family and three-family residential Projects may be developed as-of-right in Sub-District B at a minimum density of 12 dwelling units per acre of Developable Land. Single-family residential use Projects may be developed as-of-right in Sub-District B at a minimum density of 8 dwelling units per acre of Developable Land.

6.2 Lot Area, Frontage, and Yard Setbacks

Each Project shall have:	
Minimum Project area:	4,000 square feet
Minimum length of frontage:	30 feet
Minimum front yard setback:	0 feet
Maximum front yard setback:	no maximum setback
Minimum side yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District
Minimum rear yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District

For the purposes of this subsection, frontage and front yard setbacks shall be determined with respect to public and private streets, as well as to private ways providing similar access.

Access: Individual buildings or parcels within a Project site shall have coordinated street access. There shall be not more than one driveway (curb cut) per 50 feet of frontage.

6.3 Open Space: A minimum of 20 percent of the total Project area shall be open space. For the purpose of this subsection, “open space” shall be defined as yards, playgrounds, walkways and other areas not covered by parking and driveways; such open space need not be accessible to the public. This minimum percentage may be reduced by the PAA through the Plan Approval process only if the Project provides for direct access or enjoyment of the Connecticut River.

6.4. Building Height, maximum:

Subdistrict A: 60 feet
 Subdistrict B: 40 feet

7. Parking Requirements - GENERAL

The parking requirements applicable for Projects within the SGOD are as follows.

7.1 Number of parking spaces. Unless otherwise found to be Unduly Restrictive with respect to Project feasibility and approved by the PAA, the following minimum and maximum numbers of off-street parking spaces shall be provided and allowed, respectively, by use, either in surface parking, within garages or other structures, or on-street:

Residential Project: Minimum One parking space per residential unit, maximum 2 parking spaces per residential unit.

Mixed-use Project: Same formula for residential units plus the applicable quantity computed per Section 7.2.2 of the Town's Zoning Bylaws for non-residential uses.

The PAA may allow for additional visitor parking spaces beyond the 2 maximum spaces per unit if deemed appropriate given the design, layout and density of the proposed residential or other development. The PAA may allow for a decrease in any required parking as provided in Sections 7.2 and 7.3 below.

7.2 Shared Parking. Notwithstanding anything to the contrary herein, the use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies) or the PAA is otherwise satisfied that the reduced parking is nonetheless sufficient and consistent with smart growth practices.

7.3 Reduction in parking requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

- a) the availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus stop or transit station;
- b) the availability of public or commercial parking facilities in the vicinity of the use being served;
- c) shared use of off-street parking spaces serving other uses having peak user demands at different times;
- d) To the extent consistent with 760 CMR 59.04(1)(g) and 760 CMR 59.04(l)(i)1., age or other occupancy restrictions which are likely to result in a lower level of auto usage;
- e) impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
- f) Any applicable transportation demand management strategies that will be integrated into the Project or such other factors as may be considered by the PAA.

7.4 Location of Parking. Any surface parking lot shall, to the maximum extent feasible, be located at the rear or, where such location is deemed infeasible by the PAA, the side of a building, relative to any principal street, public open space, or pedestrian way.

8. PLAN APPROVAL OF PROJECTS: GENERAL PROVISIONS

8.1 Plan Approval. An application for Plan Approval shall be reviewed by the PAA for consistency with the purpose and intent of Section 10. Such Plan Approval process shall be construed as an As-of-Right review and approval process as required by and in accordance with the Governing Laws. Any Project with uses allowable in Section 4 shall be subject to the Plan Approval Process.

8.2 Plan Approval Authority (PAA). The Montague Planning Board consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Plan Approval Authority (the “PAA”), and it is authorized to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

8.3 PAA Regulations. The Plan Approval Authority may adopt administrative rules and regulations relative to Plan Approval. Such rules and regulations and any amendments thereof must be approved by the Department of Housing and Community Development.

8.4 Project Phasing. An Applicant may propose, in a Plan Approval submission, that a Project be developed in phases, provided that the submission shows the full buildout of the Project and all associated impacts as of the completion of the final phase, and subject to the approval of the PAA. Any phased Project shall comply with the provisions of Section 10.5.9.

9. PLAN APPROVAL PROCEDURES

9.1 Preapplication. Prior to the submittal of a Plan Approval submission, a “Concept Plan” may be submitted to help guide the development of the definitive submission for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

1. Overall building envelope areas;
2. Open space and natural resource areas; and
3. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the Applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and other requirements of the SGOD.

9.2 Required Submittals. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA and approved by DHCD, along with application fee(s) which shall be as set forth in the PAA Regulations. The application shall be accompanied by such plans and documents as may be required and set forth in the PAA Regulations. For all Projects, the application shall be accompanied by all materials required under Section 10.

5.3. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings

prepared at a scale of [one inch equals forty feet (1"=40') or larger], or at a scale as approved in advance by the PAA.

9.3 Filing. An Applicant for Plan Approval shall file the required number of copies of the application form and the other required submittals as set forth in the PAA Regulations with the Montague Clerk and a copy of the application including the date of filing certified by the Montague Clerk shall be filed forthwith with the PAA.

9.4 Circulation to Other Boards. Upon receipt of the application, the PAA shall immediately provide a copy of the application materials to the Select Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Department, Department of Public Works, the Monitoring Agent (if already identified, for any Project subject to the Affordability requirements of Section 10. 5.0), and other municipal officers, agencies or boards for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

9.5 Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the Applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the Plan Approval application.

9.6 Peer Review. The Applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. Chapter 40R, Section 11(a). Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the Applicant forthwith.

10. PLAN APPROVAL DECISIONS

10.1 Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the Applicant has submitted the required fees and information as set forth in the PAA Regulations; and
2. the Project as described in the application meets all of the requirements and standards set forth in Section 10 and the PAA Regulations, or a waiver has been granted therefrom; and
3. any extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

For all Projects, compliance with condition (2) above shall include written confirmation by the Monitoring Agent that all requirements of Section 10. 5.0 have been satisfied. Any Plan Approval decision for a Project shall specify the term of such affordability, which shall be no less than thirty years. The PAA may attach conditions to the Plan Approval decision that are necessary to ensure substantial compliance with Section 10, or to mitigate any extraordinary adverse potential impacts of the Project on nearby properties.

10.2 Plan Disapproval. A Plan Approval application may be disapproved only where the PAA finds that:

1. the Applicant has not submitted the required fees and information as set forth in the Regulations; or
2. the Project as described in the application does not meet all of the requirements and standards set forth in Section 10 and the PAA Regulations, or that a requested waiver therefrom has not been granted; or
3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

10.3 Waivers. Upon the request of the Applicant and subject to compliance with the Governing Laws and Section 10. 5.10, the Plan Approval Authority may waive dimensional and other requirements of Section 10, including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the SGOD, or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under Section 10.

10.4 Project Phasing. The PAA, as a condition of any Plan Approval, may allow a Project to be phased at the request of the Applicant, or it may require a Project to be phased for the purpose of coordinating its development with the construction of Planned Infrastructure Improvements (as that term is defined under 760 CMR 59.00), or to mitigate any extraordinary adverse Project impacts on nearby properties. For Projects that are approved and developed in phases, unless otherwise explicitly approved in writing by the Department in relation to the specific Project, the proportion of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1.

10.5 Form of Decision. The PAA shall issue to the Applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If a plan is approved by reason of the failure of the PAA to timely act, the Town Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of

deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the Applicant.

10.6 Validity of Decision. A Plan Approval shall remain valid and shall run with the land indefinitely, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence construction, or as may be provided in a Plan Approval for a multi-phase Project.

11. CHANGE IN PLANS AFTER APPROVAL BY PAA

11.1 Minor Change. After Plan Approval, an Applicant may apply to make minor changes in a Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision and provide a copy to the Applicant for filing with the Town Clerk.

11.2 Major Change. Those changes deemed by the PAA to constitute a major change in a Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to Sections 10. 8.0 - through 10. 12.0.

12. DESIGN STANDARDS - GENERAL

12.1. Design Standards. The Plan Approval Authority may adopt, by simple majority vote, Design Standards which shall be applicable to Development Projects subject to Plan Approval by the Plan Approval Authority. Such Design Standards must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. DHCD may, at its discretion, may require Design Standards to contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

12.2. DHCD Approval. After adopting Design Standards, the PAA shall submit Design Standards to DHCD for approval. Design Standards shall not take effect until approved by DHCD and filed with the Town Clerk. In submitting proposed Design Standard for DHCD approval, the PAA shall also submit sufficient documentation clearly showing that the proposed Design Standards will not add unreasonable costs to Development Projects or unreasonably impair the economic feasibility of a Development Project. A letter from a developer, property owner or other interested party indicating that the Design Standards will not add unreasonable costs or unreasonably impair (as such term is defined under 760 CMR 59.02) the economic feasibility of a Development Project shall not constitute sufficient documentation. At its discretion, DHCD may disapprove Design Standards if it finds that the PAA has not adopted objective Design Standards or has not submitted such documentation.

12.3. Plan Approval. An application for Plan Approval that has been submitted to the Town Clerk pursuant to this Section 10 shall not be subject to Design Standards that have not been approved by DHCD and filed with the Town Clerk.

13. SEVERABILITY

If any provision of Section 10 is found to be invalid by a court of competent jurisdiction, the remainder of Section 10 shall not be affected but shall remain in full force. The invalidity of any provision of Section 10 shall not affect the validity of the remainder of the Montague Zoning Bylaws.

(Planning Board Request)

ARTICLE 31: That the Town vote in accordance with MGL c. 40, § 15A to transfer from the board or commission having the care, custody, and control of a parcel of land containing 2.27 acres of land, more or less, located at 11 Power Street and identified as Assessors' Parcel ID 03-0-027 further described in a deed recorded with the Franklin Registry of Deeds in Book 6418, Page 65, and referenced in a judgement in a tax lien case recorded with said Registry in Book 7959, Page 332 and shown on a plan recorded with said Registry in Plan Book 133, Page 21 to the Selectboard for the purposes of economic development or the development of low or moderate income housing; and further, that the Selectboard be authorized to sell, lease, transfer or convey any portion or all of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Montague Economic Development and Industrial Corporation, and further that the Selectboard be authorized to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 32: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors'

Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes or for developing low or moderate housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 33: To see if the Town will vote to amend the Town’s General Bylaws to add a new Bylaw, to be titled “Demolition Delay”, as shown below, and to authorize the Town Clerk to assign such numbering as is appropriate to bring said bylaw into conformance with the existing codification, or to pass any vote or votes in relation thereto.

DRAFT submitted for Counsel Review. Approved by Historic Commission

Montague Demolition Delay Bylaw

§ 1 Purpose.

The purpose of this Bylaw is to preserve and protect, through advance notice of their proposed demolition, Significant Buildings within the Town of Montague which constitute or reflect distinctive features of the architectural, cultural, political, economic, or social history of the Town, to encourage owners of Preferably Preserved Significant Buildings to seek out persons who might be willing to purchase and to preserve, rehabilitate, or restore such buildings rather than demolish them, to alert residents of the Town to impending demolitions of Significant Buildings, and by furthering these purposes to promote the public welfare, to preserve the resources of the Town, and to make the Town a more attractive and desirable place to live. To achieve these purposes, the Montague Historical Commission is empowered to advise the Montague Inspector of Buildings with respect to the issuance of permits involving demolition, and the issuance of demolition permits for Significant Buildings is regulated as provided in this Bylaw.

§ 2 Definitions.

As used in this Bylaw, the following terms shall have the meanings indicated:

APPLICATION

An application for a permit involving the demolition of a Significant Building. Every application shall include the address of the building to be demolished, the owner's name, address and telephone number, photographs of all sides of the building visible from a public way taken within the past year, plans, a narrative description of the building and justification of the

proposed demolition, and a brief description of the proposed reuse, reconstruction, or replacement.

BUILDING

Any combination of materials capable of providing shelter for persons, animals, or property.

COMMISSION

The Montague Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing, or razing a structure or significant portion thereof, or commencing the work of total or substantial destruction with the intent of completing the same. Significant portion is defined as twenty-five percent (25%) of the volume of the building or structure, or twenty-five percent (25%) of the roof structure. For purposes of this Bylaw, the term "demolition" shall not include the ordinary maintenance or repair of any building or structure, interior renovations, or removal or demolition of any ancillary portion of a structure such as porches, decks, or windows, provided that in the instance of demolition of said ancillary portions for the purpose of repair or replacement, said repair or replacement shall be done using like-kind or better materials.

DEMOLITION PERMIT

A permit issued by the Inspector of Buildings under the State Building Code for the demolition of a building or structure.

INSPECTOR OF BUILDINGS

The administrative chief of the building department in a municipality who is charged with the administration and enforcement of 780 CMR, the Massachusetts State Building Code.

SIGNIFICANT BUILDING

- A.** Any building or structure individually listed on the National Register of Historic Places or is the subject of a pending application for listing on said National Register; or
- B.** Any building or structure evaluated by Massachusetts Historical Commission to be a contributing building within a National Register or State Register District; or
- C.** Any building or structure which has been certified by the Massachusetts Historical Commission to meet eligibility requirements for individual listing on the National Register of Historical Buildings; or
- D.** Any Building or structure constructed, or a portion of which was constructed, over 100 years ago that contributes to the historical or architectural heritage or resources of the Town.

§ 3 Preferably Preserved Significant Buildings.

A. A Preferably Preserved Significant Building is any Significant Building which the Montague Historical Commission determines, pursuant to the procedure detailed in § 4, is in the public interest to be preserved or rehabilitated rather than to be demolished. A Preferably Preserved Significant Building is subject to the one-year delay period of this Bylaw.

B. The Montague Historical Commission may determine that a building or structure be designated as a Preferably Preserved Significant Building if it meets one or more of the following criteria:

(1) It is listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending application for listing on said National Register; or

(2) The Montague Historical Commission determines that the structure meets one or more of the following three criteria:

(a) Historical importance. The structure meets the criteria of historical importance if it:

[1] Has character, interest, or value as part of the development, heritage or cultural characteristics of the Town of Montague, the Commonwealth of Massachusetts, or the nation; or

[2] Is the site of an historic event; or

[3] Is identified with a person or group of persons who had some influence on society; or

[4] Exemplifies the cultural, political, economic, social, or historic heritage of the community.

(b) Architectural importance. The structure meets the criteria of architectural importance if it:

[1] Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or

[2] Embodies those distinguishing characteristics of an architectural type; or

[3] Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town; or

[4] Contains elements of architectural design, detail, materials, or craftsmanship which represent a significant innovation.

(c) Geographic importance. The structure meets the criteria of geographic importance if:

[1] The site is part of, or related to, a square, park, or other distinctive area; or

[2] The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, or the community as a whole.

§ 4 Procedure.

A. No permit for the demolition of any building or structure shall be issued other than in conformity with this Bylaw. The Inspector of Buildings, on the day of receipt of an application for demolition of a Significant Building or within seven days, shall cause a copy of each such permit application to be forwarded to the Montague Historical Commission. At such time, the applicant will be notified that their permit application has been submitted to the Montague Historical Commission. No demolition permit shall be issued at that time, unless the Inspector of Buildings deems the building is in need of emergency demolition and the emergency demolition provisions of this Bylaw have been met.

B. The Montague Historical Commission shall hold a public hearing within 45 days of receiving a copy of such application and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least 14 days before said hearing. The Montague Historical Commission shall mail a copy of said notice to the applicant and shall, at least seven days prior to said hearing, notify the Selectboard, Town Administrator, Inspector of Buildings, Planning Department, Planning Board, Zoning Board of Appeals, and such other persons as the Montague Historical Commission shall deem entitled to notice. The applicant shall notify all abutting landowners as they appear on the most recent local tax list no later than seven days prior to said hearing.

C. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would not be detrimental to the historical or architectural heritage or resources of the Town, the Montague Historical Commission shall so notify the Inspector of Buildings and Selectboard within seven days of such determination. Upon receipt of such notification, or after the expiration of 21 days from the date of the close of the public hearing, if he or she has not received notification from the Montague Historical Commission, the Inspector of Buildings may, subject to the requirements of the State Building Code and any other applicable laws, rules, or regulations, issue the demolition permit.

D. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would be detrimental to the historical or architectural heritage or resources of the Town, such building shall be considered a Preferably Preserved Significant Building. The Montague Historical Commission's determination remains in effect for one year from the date of decision. Upon a determination by the Montague Historical Commission that the Significant Building which is the subject of the application for a demolition permit is a Preferably Preserved Significant Building, the Montague Historical Commission shall, within seven days, so advise the applicant by registered mail, and the Inspector of Buildings, and no demolition permit may be issued until at least one year after the date of designation as a Preferably Preserved Significant Building. The applicant shall, upon notice of said designation, secure the building or site against vandalism, fire or other destruction and post a copy of said designation on the building in a place visible from the nearest public way. The applicant shall give reasonable access to the building or site to the Montague Historical Commission.

E. Notwithstanding the preceding section, the Inspector of Buildings may issue a demolition permit for a Preferably Preserved Significant Building at any time after receipt of written advice from the Montague Historical Commission to the effect that either:

(1) The Montague Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, or restore such building; or

(2) The Montague Historical Commission is satisfied that reasonable efforts have been made to identify a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

§ 5 Emergency demolition.

Nothing in this Bylaw shall be construed to derogate in any way from the authority of the Inspector of Buildings derived from Massachusetts General Laws Chapter 143.

A. If a building poses an immediate threat to public health or safety due to its deteriorated condition, the owner of such building or structure may request issuance of an emergency demolition permit from the Inspector of Buildings.

B. Upon receipt of any application for an emergency demolition permit, the Inspector of Buildings shall within five days transmit a copy thereof to the Montague Historical Commission.

- C.** As soon as is practicable, but within 14 days after receipt of such an application, and regardless as to whether a copy of the emergency demolition permit has been transmitted to the Montague Historical Commission, the Inspector of Buildings shall inspect the building with an inspection team consisting of the Inspector of Buildings, Fire Chief, Montague Historical Commission Chair, or the designees of said officials.
- D.** Within five days after inspection of the building and after consultation with other members of the inspection team, the Inspector of Buildings shall determine:
- (1)** Whether the condition of the building or structure represents a serious and imminent threat to public health and safety; and
 - (2)** Whether there is any reasonable alternative to the immediate demolition of the building which would protect public health and safety.
- E.** If the Inspector of Buildings finds 1) that the condition of the building or structure poses a serious and imminent threat to public health and safety, and 2) that there is no reasonable alternative to the immediate demolition of the building or structure which would protect public health and safety, then the Inspector of Buildings may issue an emergency demolition permit to the owner of the building.
- F.** If the Inspector of Buildings finds 1) that the condition of the building does not pose a serious and imminent threat to public health and safety, and/or 2) that there are reasonable alternatives to the immediate demolition of the building which would protect public health and safety, then the Inspector of Buildings may refuse to issue an emergency demolition permit to the owner of the building or structure.
- G.** Upon issuing an emergency demolition permit under the provisions of this section, the Inspector of Buildings shall submit a brief written report to the Montague Historical Commission describing the condition of the building and the basis for his/her decision to issue an emergency demolition permit. Nothing in this section shall be inconsistent with the procedure for the demolition and/or securing of buildings and structures established by G.L. c. 143, §§ 6 through 10.

§ 6 Enforcement and remedies.

The Inspector of Buildings is specifically authorized to institute any and all actions and proceedings, in law or equity, as he/she may deem necessary and appropriate to obtain compliance with the provisions of this Bylaw or to prevent a threatened violation thereof.

- A.** No permit for erection of a new structure on the site of an existing Preferably Preserved Significant Building may be issued prior to issuance of a permit for demolition of such existing building.

- B.** No permit for erection of a new building, paving of drives or for parking shall be issued for one year from the commencement of such work if a structure is demolished in violation of this Bylaw. The Commission may suspend this moratorium if it determines that earlier reconstruction, restoration, or other remediation of any demolition in violation of this Bylaw better serves the intent and purpose of this Bylaw.
- C.** Any owner of a building and/or structure subject to this Bylaw who knowingly acts to demolish said building and/or structure, or damage a portion of a building or structure in a way which increases its likelihood of total failure, without first obtaining a building permit for demolition in accordance with the provisions of this Bylaw, or who likewise by some causative action contributes to the deterioration of said building or structure during the demolition review period, shall be in violation of this Bylaw and subject to enforcement by a noncriminal complaint pursuant to the provisions of G.L. c. 40, § 21D, as amended.
- D.** Notwithstanding the provisions of Article 30 of the Town of Montague Bylaws, the fine for any such violation shall be \$300 for each offense. Each day the violation exists shall constitute a separate offense until the demolished building is rebuilt or recreated as directed by the Montague Historical Commission, or unless otherwise agreed to by the Montague Historical Commission.

§ 7 Historic Districts Act.

If any provision of this Bylaw conflicts with Massachusetts General Laws Chapter 40C, the Historic District Act, that Act shall prevail.

(Historical Commission Request)

ARTICLE 34:

FAIR SHARE AMENDMENT-MONTAGUE RESOLUTION OF SUPPORT

WHEREAS, Massachusetts needed new investments in our transportation and public education systems even before the COVID-19 pandemic, and those investments are needed more than ever to lift our economy into an equitable and long-lasting recovery;

WHEREAS, the best way to help working families and rebuild a strong economy for us all is to make sure that we have quality public schools for our children, affordable public higher education, and a reliable transportation system; and

WHEREAS, Montague has numerous structurally deficient bridges and overdue road repair and replacement projects; and

WHEREAS, students need a well-rounded education and major investments in public education are needed to help students recover academically, socially, and emotionally from the COVID-19 pandemic; and

WHEREAS, tuitions and fees at our public colleges are among the highest in the country, forcing students to take on enormous debt just to receive a degree; and

WHEREAS, new state revenue is necessary to rebuild crumbling roads and bridges, improve our public schools from Pre-K through college, expand access to vocational and technical training invest in reliable and decarbonized public transportation, make public higher education affordable again, and expand opportunities for healthy walking and bicycling; and

WHEREAS, wealth Massachusetts residents saw their investments grow during the pandemic while working families struggled, and Massachusetts' wealthiest residents should pay their fair share to support our communities and grow our economy; and

WHEREAS, the Legislature's Constitutional Convention voted 159-41 to place the Fair Share Amendment on the November 2022 statewide ballot;

THEREFORE, let it be resolved that the Montague Town Meeting Supports the proposed Fair Share Amendment that would create an additional tax of four percentage points on annual income above one million dollars and dedicate the funds raised by this tax to quality public education, affordable public colleges and universities, and for the repair and maintenance of roads, bridges, and public transportation.

(Petitioned Article)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 11th day of April in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 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 seven days before said meeting as within directed.

Constable of Montague

Community Development Discretionary Account Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer **\$3,500**

from CD Discretionary Unallocated (225-5-184-5200)

to CD Outdoor Library Facilities (225-5-184-5287)

Request Date: April 4, 2022

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$63,997

CD Outdoor Library Facilities: \$ 3,500

Balances post transfer

CD Discretionary Unallocated: \$60,497

CD Downtown Beautification: \$ 3,500

Massachusetts State Historical Records Advisory Board Regrant Program Application, FY22

Date: 3/28/2022

Institution Name: Montague Public Libraries

Institution Address: 201 Avenue A, Turners Falls, MA 01376

Name and title of person completed application: Caitlin Kelley, Library Director

Total amount of request: \$500.00

Brief history and description of your organization:

The Montague Public Libraries are municipally funded public libraries with locations in three of the five villages of Montague Massachusetts. The Montague Public Libraries provide inviting public common places for people of all ages to meet and interact, and to participate in informational, cultural, and recreational activities. The libraries currently employ 11 people, including three full-time staff members and eight part-time staff members. The libraries are collectively open to the public 298 days of the year and the institution’s FY22 budget is \$437,744.00.

Separately run for decades, in 1982 the Montague Center Library (1869), Millers Falls Library (1903), and Carnegie Public Library (1906) consolidated into the Montague Public Libraries for greater efficiency. The Montague Center Library is housed in the original Montague Town Hall building.

DUNS Number (see information below): 049698962

Description and price quotes of goods or services for which funds are requested:

Funds will be used to purchase supplies, including:

Description	Dimensions	Base Cost	Number of Units	Total Cost
Ledger Preservation Box	12.25" x 16.25" x 4.75"	\$25	6	\$150
Fliptop Pamphlet Box	4" x 10" x 7"	\$10	20	\$200
Fliptop Pamphlet Box	3" x 10" x 12"	\$11.05	2	\$22.10
Textile Box	6" x 18" x 40"	\$62	1	\$62
Textile Box	6" x 18" x 30"	\$56.05	1	\$56.05
Archivist Time	N/A	\$16	15 (hours)	\$240

Total cost of archival supplies = \$490.15

Amount of grant request = \$490.15

Cost share = \$240.00

Description of the use and benefit that the funds will provide:

The local history collection at the Montague Public Libraries consists mainly of primary documents, such as photographs, pamphlets, and maps, many of which are the only known copies in existence. It is vital that these valuable items be preserved and made accessible to the public. In the fall of 2021, using LSTA

grant funds, the Montague Public Libraries hired Conservation Consultant Samantha Couture to review the libraries' local history collection and make recommendations for its preservation. Archivist Taelour Cornett was hired to implement Couture's plan and for the last several months has undertaken the preservation and organization of the collection. All standard-size documents have now been removed from their original storage location and re-housed into archival boxes and folders with appropriate labels. The current grant application seeks to reserve storage supplies for items that have unique dimensions and needs not shared by the bulk of the collection.

This portion of the collection is currently in rapidly degrading condition and located in a space with no humidity control. The requested supplies will allow the Cornett to rehouse our collection of large books and pamphlets into boxes that are appropriately sized to protect them from further damage and subsequently be labeled and placed onto shelves where they can be easily accessible to patrons.

Additionally, the Montague Public Libraries is in possession of several clothing items from the Civil War era. These items have been stored for several decades in the attic, which has no temperature or humidity control. As a result, the items are now covered in mold. It is anticipated that by isolating each piece of clothing in a separate box and removing them from the attic space, the mold will no longer grow and will be unable to transfer from one clothing item to another. When the library system has secured additional funding in the future, the items will be sent to a textile specialist to be effectively treated.

How the institution will meet its funding match:

After reviewing the recommendations of Couture's conservation report, the Trustees of the Montague Public Libraries agreed to allocate State Aid funds to pay for consultant, Cornett, to preserve and organize the libraries' local history collection. The Montague Public Libraries will meet its funding match by paying Cornett his agreed-upon hourly wage of \$16/hr for the fifteen hours that it will take for him to organize, label, and preserve the aforementioned historic materials in the storage containers purchased with grant funds.

- To increase the speed of funding release, a hardcopy, institutional W-9

form with a wet signature is requested at the time of application

5c



Board of Selectmen

Town of Montague

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

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

Name of applicant Montague Public Libraries

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

If applicable, number of years your organization has been running this event in Montague? 10+

Address 201 Avenue A Turners Falls

Contact phone 413-863-3214

Contact email arovatti-leonard@cwmaers.org

FID _____

Dates of proposed event 8/5/22

Location: Peskeompskut Park

Hours 8:30 AM - 12:30 PM Set Up: _____

Clean Up: _____

Approximate number of people expected to attend 150

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

Will the proposed event be:

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

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

Puppet Show

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

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

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A



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

N/A

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

N/A

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

I will carry a cell phone.

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

If so, at which locations? No

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

N/A - Town Agency

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


Signature of applicant Angela Rovatti - Personal

Date 2/17/22

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

BOARD OF SELECTMEN - Approval

Date: _____

POLICE CHIEF - Approval / Comments


Date: 2-24-22

BOARD OF HEALTH - Approval / Comments

Date: _____

6

WendyB-Montague Selectboard

From: WPCF Superintendent
Sent: Tuesday, March 29, 2022 4:12 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator; Matt Lord
Subject: Agenda Items for 4/4/22
Attachments: WPCF_Assembly_Request_April2022.pdf; Montague Draft Representation Agreement (KP).rtf; WPCF_EarthDay_Assembly.jpg

Hey Wendy,

Can you add the following to the next agenda (I am waiting for the Chief to sign off on the Assembly Application):

- Registration for Assembly: WPCF Second Annual Earth Day Celebration, Friday April 22 1pm-2pm, Drive Through Tour with Special Reveal of Commissioned Mural
- PFAS Cost Recovery Program Litigation Retainer Agreement

Thanks in advance!
Chelsey

* Second Annual Earth Day Celebration *
and Facility Tour
Board of Selectmen



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

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

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

Name of applicant: Montague WPCF

Address of applicant: 34 Greenfield Rd, Montague MA

Phone # of applicant: 413-773-8865

Name of organization: Montague WPCF

Name of legally responsible person: Chelsey Little

Location of assembly: 34 Greenfield Rd, Montague

Date of assembly: 4/22/2022

Time of assembly: Begin: 1pm End: 2pm

Number of expected participants: ~ 50

If a procession/parade: Drive-through tour

Route: Upper Gate entrance -> Driveway through facility
-> lower gate exit

Number of people expected to participate: ~ 50

Number of vehicles expected to participate: ~ 20

Subject of demonstration: Celebration of Earth Day, w/ special
reveal of commissioned mural.

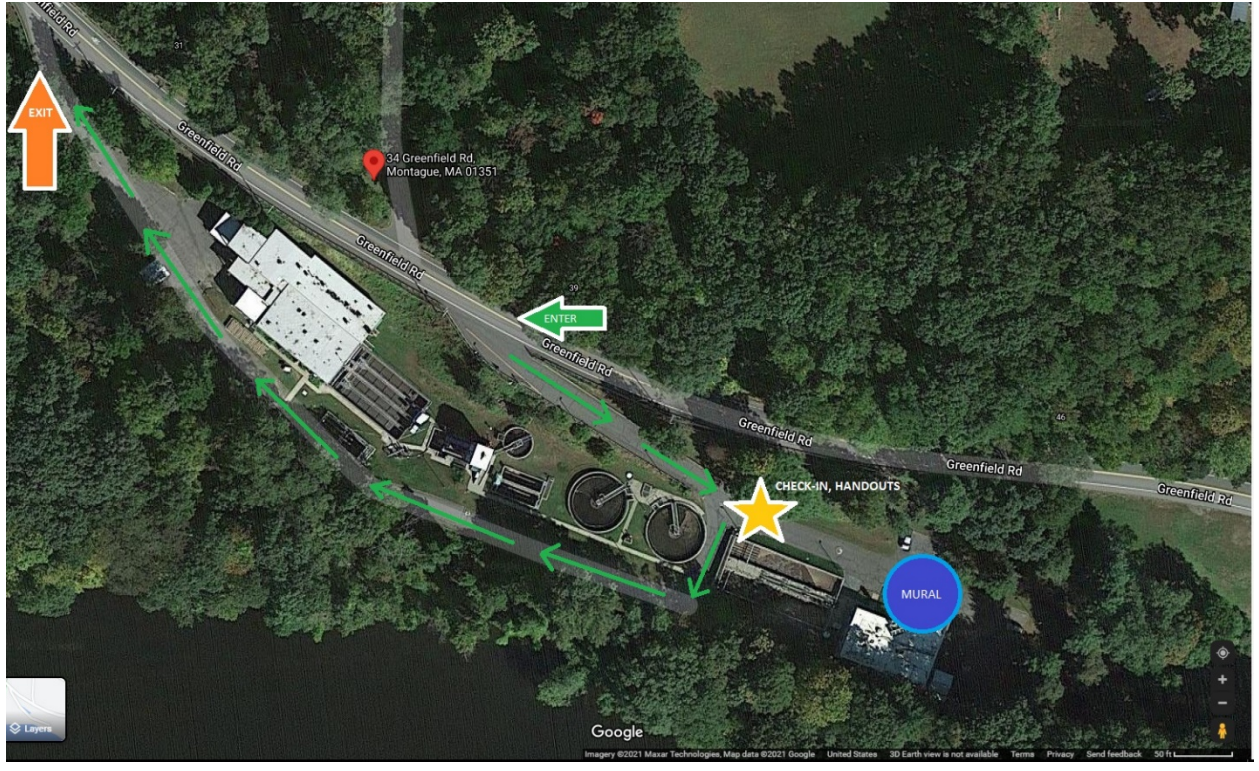
Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

***** Signatures: *****
Police Chief: [Signature] Date: 3-30-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



PFAS LITIGATION RETAINER AGREEMENT

TO: NAPOLI SHKOLNIK PLLC
360 Lexington Avenue, 11th Floor
New York, New York 10017

Town of Montague, retains the law office of *Napoli Shkolnik PLLC*, as the attorney to investigate and prosecute a claim against any and all parties, individuals and/or corporations that are found to be liable under the law, for wrongs and injury suffered by Town of Montague arising out of groundwater supply contamination by Per- and Polyfluoroalkyl Substances ("PFAS"), 1,4 Dioxane, or any emerging, hazardous chemicals of concern to the Town of Montague.

Napoli Shkolnik has both the financial and legal resources to provide Town of Montague with the highest level of representation. Napoli Shkolnik is prepared to investigate the PFAS, 1,4- Dioxane, or any emerging unregulated contaminant contamination of the groundwater on behalf of Town of Montague upon the signing of this retainer agreement. If upon the conclusion of Napoli Shkolnik's initial investigation it is determined there are actionable claims for PFAS, 1,4-Dioxane, or any emerging unregulated contaminant, Napoli Shkolnik shall bring suit on behalf of Town of Montague. Napoli Shkolnik is prepared to finance the entire litigation including all out of pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that will not be responsible for any costs of this litigation whether we are successful or not.

1. COMPENSATION: As compensation for its services, Town of Montague agrees to pay a contingent fee of Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. All costs and disbursements of the litigation will be paid by Napoli Shkolnik and will be reimbursable at the end of the litigation out of the proceeds of any recovery or settlement.

2. COSTS AND EXPENSES: This employment is upon a contingent basis and unless a recovery is made there will be no obligation by Town of Montague to pay costs incurred by the Napoli Shkolnik. If a recovery is made, then Town of Montague will be responsible for all costs and expenses incurred in the handling of the case.

In the event there is no recovery, Town of Montague shall not be obligated to pay Napoli Shkolnik any disbursements or any legal fee for services rendered. Disbursements may include the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for record review, costs of preparation of exhibits and reports, expert depositions costs and court appearance costs, trial exhibits, computer on-line search fees, express mail, postage, and long distance telephone charges. At the time of

Initials

the final settlement, these expenses shall be deducted prior to the computation of the Attorney's Fee.

The firm may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of Town of Montague. Town of Montague understands that Napoli Shkolnik is a professional limited liability company with a number of attorneys. Several of those attorneys are anticipated to work on Town of Montague case.

3. COMPUTATION OF FEE: The contingency fee of 25% shall be calculated based on Town of Montague net recovery, which shall be calculated by subtracting from Town of Montague gross recovery all of the Town of Montague out of pocket costs as described in Paragraph 2, above. The contingency fee does not contemplate any appeal. Napoli Shkolnik is under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees for such work.

In addition, if Napoli Shkolnik borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the lesser of (i) the Bank Rate Monitor National Index for personal loans effective on the date of the initial advance and (ii) the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by Napoli Shkolnik to the lending institution. This interest will be included as a disbursement at the end of the case and will not in any be recoverable unless there is a recovery in the case by suit settlement or otherwise.

4. WITHDRAWAL: Napoli Shkolnik expressly reserves the right to withdraw their representation at any time upon reasonable notification to Town of Montague. In the event that Town of Montague advises: Napoli Shkolnik to transfer the handling of this claim to another law firm, or if Town of Montague fails to cooperate with Napoli Shkolnik in the handling of this claim, Town of Montague agrees to compensate Napoli Shkolnik at a rate of \$375.00 per hour, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties, out of any ultimate recovery. Town of Montague shall not be responsible for any costs if it decides to terminate the prosecution of this claim altogether. Town of Montague understands that Napoli Shkolnik has conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Town of Montague. In the event that Town of Montague desires to transfer the file from these offices, Town of Montague shall be responsible to compensate Napoli Shkolnik for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. ATTORNEYS' LIEN: Napoli Shkolnik shall have a general lien, in addition to any statutory lien, upon cause of action, claim, and/or counterclaim which shall attach to a *final* recovery in favor of the firm to proceeds thereof in whatever hands they may come.

6. STATUTE OF LIMITATIONS: This Agreement is made subject to an investigation of the Statute of Limitations period for the case, as well as an investigation of the Town of Montague entire case. Town of Montague shall not be charged for the firm's time to complete that investigation, regardless of its outcome.

Initials

7. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. This Retainer Agreement is a binding legal contract. Town of Montague will fully and freely cooperate with Napoli Shkolnik in all aspects required for the prosecution of this legal matter and Town of Montague will take no actions that frustrate or impair the success of this action.

8. APPROVAL NECESSARY FOR SETTLEMENT: Napoli Shkolnik is hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to Town of Montague under the claim as fully as Town of Montague could do. Town of Montague retains final approval over the amount of any potential settlement. Napoli Shkolnik is also authorized and empowered to act as Town of Montague's negotiator in any and all negotiations concerning the subject of this Agreement, subject to Town of Montague's approval of the amount of any potential settlement.

9. GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

10. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties, hereto, and their respective heirs, executors, administrators, legal representative, successors, guardians, and assigns.

11. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Initials

I certify and acknowledge that I have had the opportunity to read this Agreement and have answered any questions pertaining thereto. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions. This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the firm has advanced funds to others in representation of Town of Montague, the firms are entitled to be reimbursed for such amounts as the attorneys have reasonably advanced on behalf of the client. The undersigned has, before signing this contract, received and read the **Statement of Client's Rights** and understand each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorneys.

SIGNED AND ACCEPETED ON THIS _____ day of _____, 20__

NAPOLI SHKOLNIK, PLLC

APPROVING AUTHORITY

Initials

CERTIFYING AUTHORITY TO FILE

I hereby certify that the (position) of the **Town of Montague** (hereinafter referred to as the Applicant), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize the (position) to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act.

c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

Asset management planning for water and wastewater collection systems assets.

I hereby certify that (name) is the present incumbent of the position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the _____ day of _____, 20__ and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been dully fulfilled, carried out, and otherwise observed, and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

_____ day of _____, 20__

AUTHORITY TO FILE

Whereas, Town of Montague, after thorough investigation has determined that the work activity consisting of: hydraulic modeling to identify critical combined sewers nearing capacity and field investigations to evaluate CSO reduction solutions as well as I&I source points and solutions is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by Town of Montague as follows:

1. That _____ is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Massachusetts Clean Water Trust
Office of the Treasurer and Receiver - General
Executive Office for Administration and Finance
Department of Environmental Protection



Application for Financial Assistance
State Revolving Fund

Asset Management Planning

March 2021

Department of Environmental Protection
Bureau of Water Resources

Division of Municipal Services
One Winter Street
Boston, Massachusetts 02108-4747

Introduction

Legislative Background

Chapter 275 of the Acts of 1989, as amended by Chapter 203 of the Acts of 1992, and most recently amended by Chapter 78 of the Acts of 1998, (the Act) established the State Revolving Fund (SRF) program in Massachusetts contemplated by Title VI of the federal Clean Water Act (the CWA) and Title XIV of the Amendments to the federal Safe Drinking Water Act (SDWA). It further created the Massachusetts Clean Water Trust (the Trust) to implement the program. The Trust, together with the Massachusetts Department of Environmental Protection (MassDEP), is authorized under the Act to make loans and provide financial assistance to local governmental units (LGU) and Public Water Suppliers (PWS) to finance the costs of eligible water pollution abatement and drinking water protection projects.

What is Asset Management Planning (AMP)?

Asset Management Planning (AMP) is a systematic process that utilities can use to prioritize and schedule maintenance and replacement of capital assets (e.g. pipes, valves, equipment, structures), in a proactive and cost-effective manner that allows for more predictable budget projections. MassDEP and the Trust recognize the value of AMP to the long-term demand for infrastructure financing. Well-maintained systems receive extended service and full value from their systems, while others are prone to early failure or unpredictable service. Therefore, MassDEP and the Trust are promoting AMP by offering subsidized SRF financing for communities interested in developing AMP for their drinking water, stormwater, and wastewater systems. The subsidy for this program is a grant of up to \$150,000 or 60% of the project cost, whichever is less, with the community providing the remaining amount with cash match, In-Kind Services (IKS), or a capital contribution. .

Eligibility Determination

Eligible projects will be determined in accordance with the priority lists established annually by MassDEP. ***A project must appear on the current MassDEP Intended Use Plan (IUP) project listing to be eligible to apply for financial assistance.*** Applications for assistance/loans will be reviewed in accordance with the provisions of 310 CMR 44.00 & 310 CMR 45.00, as applicable: <https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund>
<https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>

Applying for Financial Assistance

Potential borrowers must file an Application for Financial Assistance (Application) with MassDEP, Bureau of Water Resources (BWR). Once MassDEP has approved the Application, it will forward a Project Approval Certificate (PAC) to the Trust. The Trust will then be authorized to fund the project, subject to:

1. subsidy limitations of the program;
2. availability of funds;
3. approval of the application by MassDEP and the Trust; and,
4. the terms and conditions subsequently developed for the assistance.

This application package includes the Application Form, Instructions, and other information relative to supporting documentation required to be submitted as part of the Application. **Please do not submit the instructions with the Application.**

Applicants should note that neither the filing of an Application nor issuance by MassDEP of a Project Approval Certificate constitutes a binding commitment of the Trust or MassDEP to provide assistance or a loan. Binding commitments, subject to the availability of funds, will be issued by the Trust after review of the financial information contained in the Application.

PLEASE NOTE THAT THIS APPLICATION PACKAGE IS SUBJECT TO REVISION. IT DOES, HOWEVER, REFLECT THE MOST CURRENT INFORMATION REQUIRED BY MassDEP AND THE TRUST TO REVIEW AND APPROVE YOUR PROJECT.

General Information

Please complete all parts of this application; incomplete or incorrect applications may delay review.

1. **Use of This Application** – This application is to request a grant to partially fund costs incurred by the local governmental unit (LGU) in the planning of water pollution abatement and drinking water projects through preparation of Asset Management Plans. LGUs interested in receiving SRF financial assistance **must** complete and return this application.
2. **General Eligibility** – A project must meet the eligibility criteria of the SRF program in order to be eligible for financial assistance (See 310 CMR 44.04 or 44.08 & 310 CMR 45.00), as applicable: <https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund> <https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>

3. **The Application Consists of Part I and a Checklist:**

Part I: General information about the applicant and the project, and an applicant certification statement.

Application Checklist - The checklist must be completed and submitted with the application.

4. **Deadlines** - Please keep in mind two important deadlines. A vote on the local appropriation by the City Council, Town Meeting or Wastewater District must be completed by **June 30, 2021** and should be scheduled as far in advance of that date as possible. A complete application must be submitted by **October 15, 2021**.
5. **Submission** – Please submit a PDF file of the application (including the loan application checklist) via email or ftp site access to the following recipients:
Maria.Pinaud@mass.gov
cc
Robin.McNamara@mass.gov
Gregory.D.Devine@mass.gov (for NERO & WERO projects)
Michele.Higgins@mass.gov (for CERO & SERO projects)

Instructions for Part I – Applicant Information and Certification

1. Provide the legal name of the eligible local governmental unit (LGU) or public water supplier (PWS) that will undertake the proposed project. The person named as the authorized representative will be responsible for executing contracts and documents.

List the applicant's Department of Revenue (DOR) identification Number (this is the I.D. number used on all state revenue aid programs).

List the applicant's Federal Employer Identification Number (FEIN).

Authorized Representative - List the name, title, complete address, e-mail address, and telephone and fax numbers of the authorized representative. The application must contain a resolution or authorization designating by title the official (Mayor, City or Town Manager, Chairman of the Board of Water Commissioners, Select Board, etc.) to act as the representative of the applicant to sign for, accept, and take whatever action is necessary relative to the project. In the city form of government, the City Council will generally name the authorized representative. If the community is governed by Town Meeting, then the Town Meeting action will name the appropriate group, such as the Select Board or Board of Public Works. The appropriate governing body will then name the authorized representative. If the authority to file statement names an office, then a certified statement is required specifically identifying the individual currently holding that office. For wastewater districts, provide the requisite authorization of the governing board.

2. If an individual other than the Authorized Representative will serve as the Applicant's contact person for day-to-day management of the project, provide that person's name, address, e-mail address, and telephone and fax numbers.
3. Provide the name and Federal Employer Identification Number (FEIN) of the engineering firm, contact person, address, e-mail address, and telephone and fax numbers.
4. The applicant must self-identify as a small system. For identification purposes, provide the total number of utility connections and corresponding population served by the project. This designation will be assessed during the application review process. Please note additional information may be required to verify status as a small system (<3,300 utility connections).
5. List the project's SRF ID number and name from the current CW SRF Priority List/Intended Use Plan and provide a brief description of the nature and scope of the planning project to be undertaken.
6. Indicate the amount of financial assistance you are requesting.
7. CERTIFICATION must be signed by the authorized representative designated in item 1. ***Please review carefully the 7 conditions with which planning projects financed through the SRF must comply.*** Failure to meet these conditions may preclude MassDEP's approval of the project.

DEFINITIONS FOR APPLICATION CHECKLIST

PART I – Applicant Information and Certification

1. AUTHORITY TO FILE

Authorized Representative - List the name, title, complete address, e-mail address, and telephone and fax numbers of the authorized representative. The application must contain a resolution or authorization designating by title the official (Mayor, City or Town Manager, Chairperson of the Board of Sewer Commissioners, Chairperson of the Select Board, etc.) to act as the representative of the applicant to sign for, accept, and take whatever action is necessary relative to the project. In the city form of government, the City Council will generally name the authorized representative. If the community is governed by Town Meeting, then the Town Meeting action will name the appropriate group, such as the Select Board or Board of Public Works. The appropriate governing body will then name the authorized representative. If the authority to file statement names an office, then a certified statement is required specifically identifying the individual currently holding that office. For wastewater districts, provide the requisite authorization of the governing board.

2. CERTIFYING AUTHORITY TO FILE

Statement must be certified, by either a certification at the bottom of the authority to file or by submitting a separate certifying statement. Suggested forms for Authority to File and Certifying Authority to File are included in **Appendix A**.

In the event the authorized official is replaced while the project is still active, a certified statement naming the new incumbent and the effective date of appointment must be submitted. It is for this reason that it is recommended the Authority to File name only an office or position (Mayor, City or Town Manager, Chairperson of the Board of Water Commissioners, Chairperson of the Select Board, etc.) so when there is a change in the Authorized Representative, only a new Certifying Authority to File needs to be submitted.

On occasion an authorized representative may desire to delegate to another person the authority to also act on their behalf in processing paperwork during the implementation of the project. This is accomplished by having the authorized representative submitting a letter advising of this delegation.

3. LOCAL APPROPRIATION

The applicant must demonstrate that sufficient funds are available to cover the total (both eligible and ineligible) project costs. This is accomplished by means of a vote of Town Meeting, City Council, Water Supply District, or other appropriate action. Local bond counsel should be consulted for exact language depending on whether the applicant uses general obligation or revenue obligation borrowing.

Important points to remember include:

- a. Note that the applicant may borrow its contribution (non-grant amount) of anticipated costs of the project from the Massachusetts Clean Water Trust in accordance with Chapter 29c, as amended, of the General Laws.
- b. The resolution must be certified.
- c. It must denote who can act on behalf of the applicant to file for and accept financing.
- d. It must specifically state what project or type of project is being authorized, such as asset management planning.

PART II – Project Section Information

1. **PLAN OF STUDY** – A detailed Plan of Study must be submitted with the application, outlining the scope of services for the planning work. The plan of study should be of sufficient detail to demonstrate that all MassDEP planning requirements will be met. For further guidance on this issue, contact the appropriate MassDEP Program Manager; refer to the list State Revolving Fund contact list at <https://www.mass.gov/lists/state-revolving-fund-applications-forms>.
Note, schedule duration to complete the project should not exceed 24 months.

PART III – Supplemental Requirements

1. **PROFESSIONAL SERVICES AGREEMENT** – The application must contain draft agreements for all professional services which clearly outline the duties and responsibilities of the applicant and its contractors. The agreement will include, but not be limited to, scope of work for the various planning tasks, cost to perform the work to be paid in accordance with the provisions of eligible contracts, provisional overhead rate, and time of completion.
2. **MODEL SUBAGREEMENT CLAUSES** – The provisions within **Appendix B** are to be made a part of all professional services agreements.
 - a. **MODEL SUBAGREEMENT CLAUSES** – The provisions of **Appendix B** are to be made a part of all professional services agreements.
 - b. **DETAILED FEE BREAKDOWN** – All fees shall be broken out by task (as described in the Scope of Work), job category (vice president, project engineer, draftsman, etc.), purchases, expenses, and cost.
 - c. **SUBCONTRACTS WHERE APPLICABLE** – All lower tier subcontracts more than \$25,000 must be submitted in draft form with the application along with a detailed fee breakdown. The subcontracts must incorporate the Model Sub-agreement Clauses.
3. **CHAPTER 233 - COMPLIANCE STATEMENT ON MA TAXES** – A statement must be signed by the consultant engineer(s) for the project that states that the engineer(s) is in compliance with Massachusetts tax laws. A sample statement is provided in **Appendix D**.
4. **IN-KIND SERVICES (IKS) REPORTING** – Applicants are required to submit a DRAFT format for reporting information related to the In-Kind Services performed for the project. The form must provide at a minimum the information described in **Appendix D**.
5. **CASH FLOW PROJECTION** – Provide a month-by-month schedule of project expenditures. The consulting engineer should be able to provide an estimate of the project schedule and anticipated fund amounts necessary to complete the project. This information will be important to determine subsidy and bonding requirements. (Since it will be necessary to make assumptions regarding project start-up and loan award dates in order to complete this section, it may be necessary to update this information later to reflect the actual date of project initiation.) This schedule should show all expenses, including previously incurred costs if MassDEP had issued a prior approval as provided in 310 CMR 44.08 and 310 CMR 45.04, as applicable.
<https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund>
<https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>
The application must contain a realistic schedule for starting and completing the AMP. Since the Trust will use this timeframe for administration of grants and bonds, it is critical that this schedule be as accurate as possible.

Part I

Applicant Information and Certification

(Attach additional pages as necessary)

1. LOCAL GOVERNMENTAL UNIT (LGU)/PUBLIC WATER SUPPLIER (PWS)			
LGU/PWS Name:		Dept. of Revenue ID No.:	FEIN
Authorized Representative:		Title:	
Street/P.O. Box:			
City:	State:		Zip:
Telephone:	Fax:	E-Mail:	

2. LGU/PWS CONTACT PERSON (if different from item 1)			
Name:		Title:	
Mailing Address (if different from item 1)			
Street/P.O. Box:			
City:	State:		Zip:
Telephone:	Fax:	E-Mail:	

3. ENGINEER OR CONSULTANT FIRM			
Firm/Agency:		FEIN	
Contact Person:			
Mailing Address			
Street/P.O. Box:			
City:	State:		Zip
Telephone:	Fax:	E-Mail:	

4. Small System ($< 3,300$ Utility Connections)	Number of Utility Connections	Corresponding population served by the project
Yes <input type="checkbox"/> No <input type="checkbox"/>		

5. CWSRF/DWSRF PROJECT IDENTIFICATION NUMBER
ID No. from Current Year Priority List:
Project Description:

6. PROJECT FINANCING/ASSISTANCE REQUESTED	Amount	Available Balance
AMP Grant	\$ 0	\$ 0
SRF Loan	\$ 0	\$ 0
In-Kind Services	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0

7. CERTIFICATION

In submitting this Application to MassDEP, the Applicant certifies that it shall comply with the following Project related conditions and understands that the Applicant's non-compliance with one or more of these conditions may preclude MassDEP's issuance of a Project Approval Certificate or entry into a Project Regulatory Agreement.

(1) Prior to receiving final payment for the Project, the Applicant shall certify to MassDEP that the Project has been completed and performed in accordance with the Project Regulatory Agreement.

(2) The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards.

(3) The Applicant understands that if MassDEP issues a Project Approval Certificate for this project, such action does not constitute MassDEP's sanction or approval of any changes or deviation from any applicable state regulatory or permit standards, criteria, or conditions, or from the terms or schedules of state enforcement actions or orders applicable to the Project.

(4) The Applicant shall maintain all Project records for seven years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven-year period is completed and resolved, whichever is longer.

(5) The Applicant agrees to provide any Project information and documentation requested by MassDEP.

(6) Any proposed change in Project-related contracts which substantially modifies the Project initially proposed shall be submitted to MassDEP for prior approval.

(7) The Applicant's implementation of the Project, including the procurement of related contracts, shall comply with all applicable requirements of state and local laws, ordinances, by-laws, rules, and regulations.

To the best of my knowledge and belief, data provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant. Furthermore, the applicant certifies that it possesses the legal authority to apply for the loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application. The same resolution, motion, or similar action is directing and authorizing the person identified below as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Name of Representative
(Type)

Title

Signature of Representative

Date

State Revolving Fund Program Application Checklist

ASSET MANAGEMENT PLANNING PROJECTS

Please use this checklist to confirm that all required forms and supplemental information have been included with the application and submit the checklist with your application.

Item	Included (check)	Previously submitted (date)	Not applicable (check)
Part I - Applicant Information and Certification			
1. Authority to File	<input type="checkbox"/>		
2. Certifying Authority to File	<input type="checkbox"/>		
3. Local Appropriation	<input type="checkbox"/>		
Part II - Project Section Information			
1. Plan of Study	<input type="checkbox"/>		
Part III - Supplemental Requirements			
1. Professional Services Agreements	<input type="checkbox"/>		
2. Model Sub Agreement clauses	<input type="checkbox"/>		
a. Model Sub Agreement clauses	<input type="checkbox"/>		
b. Detailed Fee Breakdown	<input type="checkbox"/>		
c. Subcontracts where Applicable	<input type="checkbox"/>		
3. Chapter 233 - Statement on MA Taxes	<input type="checkbox"/>		
4. In-Kind Services (IKS) Reporting Form (Force Account)	<input type="checkbox"/>		
5. Cash Flow Projection	<input type="checkbox"/>		

Appendix A

Authority to File & Certifying Authority to File

Sample CWSRF: Resolution Authorizing Officer to File Application with the Massachusetts Department of Environmental Protection for State Financial Assistance for Water Pollution Abatement Projects.

AUTHORITY TO FILE

Whereas, _____, after thorough investigation,
(Applicant)

has determined that the work activity consisting of: _____

(describe project)

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by _____

(Governing Body)

as follows:

1. That _____ is hereby authorized on behalf
(Title of Official)

of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;

2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Sample CWSRF: Certification to the Massachusetts Department of Environmental Protection as to Authority to File Applications for State Financial Assistance for Water Pollution Abatement Projects.

CERTIFYING AUTHORITY TO FILE

I hereby certify that the _____ of
(Name of Governing Body)

the _____
(Corporate Name of Local Government Unit)

(hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize

(Title of Local Government Unit Official)

to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction and planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

(describe project)

I hereby certify that _____ is the present incumbent of the
(Name of Person)

position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the ____ day of _____, 20____, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

_____ day of _____, 20____

Appendix B

Model Sub – Agreement Provisions

Professional Services Agreements - Required Provisions

All contracts between SRF beneficiaries and professional services consultants shall contain the following provisions.

- (1) The owner and the contractor agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
- (2) The work under this agreement is funded in part by the water pollution abatement fund. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Clean Water Trust (the Trust) is a party to this agreement. As used in these clauses, the words "the date of execution of this agreement" means the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (3) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.
- (4) The contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the contractor under this agreement. The contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
- (5) The contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable MassDEP requirements in effect on the date of execution of this agreement.
- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner, owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

- (10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.
- (11) In the event that there is a modification of MassDEP's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.
- (12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- (13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- (14) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on services not performed or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the contractor's default.

If the contractor terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred before the termination, in addition to termination settlement costs the contractor reasonably incurs relating to commitments which had become firm before the termination.

- (15) Upon receipt of a termination action under paragraphs (13) or (14), the contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the contractor may have accumulated in performing this agreement, whether completed or in process.
- (16) Upon termination under paragraph (13) or (14), the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the contractor from all claims and damages arising out of improper use of the contractor's work.
- (17) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (14) provides.
- (18) Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.
- (19) The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information

and data used by the contractor in the preparation or support of the cost submission and a copy of the cost summary submitted to the owner. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The contractor will provide proper facilities for such access and inspection.

- (20) The contractor agrees to include paragraphs (19) - (23) in all his contracts and all subcontracts directly related to project performance that are in excess of \$25,000.
- (21) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.
- (23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
- (24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.
- (25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.
- (26) In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.
- (27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- (28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in

awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

- (29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.
- (30) MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other work submitted with an application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement. The owner and the MassDEP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The contractor shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
- (31) All such subject data furnished by the contractor pursuant to this agreement are instruments of his services in respect of the project. It is understood that the contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the contractor's specific written verification or adaptation, such reuse will be at the sole risk of the owner, without liability to the contractor. Any such verification or adaptation will entitle the contractor to further compensation at rates agreed upon by the owner and the contractor.

Appendix C

Statement of Tax Compliance

STATEMENT OF TAX COMPLIANCE

Under the laws of the Commonwealth of Massachusetts, Chapter 233; Section 35, Acts of 1983, the LGU Consultant Engineer is required to complete the following:

I, _____, as _____ of

(Title)

_____, whose principal place of business is located at

(Business)

_____, do hereby certify that the above-named

_____ has complied with all laws of the

Commonwealth of Massachusetts relating to taxes, in accordance with the provisions of Massachusetts General Laws, Chapter 62C, 49A, as amended.

Signed under the penalties of perjury this _____ day of _____, 20____.

DATED: _____

(Authorized Signature)

Appendix D

In-Kind Services Reporting

IN-KIND SERVICES REPORTING

The Trust's Board of Trustees has allocated up to \$2 million in grant funding to this program. The maximum total award provided by the Trust to a single LGU will be \$150,000, or 60% of total eligible cost, whichever is less. Projects may use Clean Water or Drinking Water SRF loans to finance the required local contribution. Eligible entities will be required to provide a minimum 40% of total eligible cost matching contribution that can be made up of no more than 50% In-kind Services (IKS). Small systems will be allowed to increase the IKS contribution up to 70% of their total match.

The IKS match is defined as a contribution, other than cash, donated or pledged, that originates from personnel time. Employees of the eligible applicant may have their hourly wage applied for portions of time that they are actively working on the AMP project. The following are generally accepted as in-kind match / contributions:

- Personnel time provided to the project;
- Personnel on loan from another organization/corporation.

Eligible applicants are required to consistently and accurately track IKS. The documentation must include the following:

1. Employee Name;
2. Title;
3. Organization/Division;
4. Salary (Hourly Rate plus benefits);
5. Date/Time;
6. Task Description;
7. Approximate number of hours worked;
8. Material/Equipment Costs with backup documentation;
9. Daily/Total Costs;
10. Authorized Representative/Delegated Representative Certification.

A model spreadsheet will be provided to track IKS if eligible applicants do not wish to create their own. The Trust will require a signed copy to be included in the reimbursement request package to be submitted at each payment phase (see **Appendix E**).

The Trust reserves the right to review and audit IKS at any time during the grant period. Failure to meet documentation requirements may be grounds for IKS to be disqualified as contributions. Reduction in contributions may lessen the grant/principal forgiveness amount.

When the community signs a final loan/financial assistance agreement with the Trust either the community or the consulting engineer must submit their proposed IKS documentation format to the Program Manager refer to the State Revolving Fund Contact list.

Appendix E

Loan/Assistance Reimbursements

Reimbursement Forms

Once a financial assistance agreement/loan has been executed with the Trust, the community may seek reimbursement for costs incurred on the project. The community or its consultant engineer will complete the requisition forms, gather the appropriate backup documentation and submit the payment reimbursement request package in PDF form to MassDEP via email at DMSDEP.General@mass.gov. MassDEP perform a complete review of the reimbursement packet, recommends payment upon approval and then forwards the signed Form 1000 to the Trust. The Trust will then wire transfer the funds to the community.

The required Form 1000 is needed to seek reimbursement. This form must be signed by the community Authorized Representative.

Project Reporting – For the project's duration, the community or its consultant is required to submit to MassDEP a brief monthly summary listing the tasks completed for the calendar month and the progress to date. A format for monthly progress reporting is provided herein. The last monthly summary report, upon completion of the project, must be accompanied by a project completion report. The project completion report must restate the original project objectives, describe and justify any deviations from the original objectives and describe how the resulting work of the asset management planning project will be implemented. Approval of this completion report is a requirement for final payment and subsequent principal forgiveness (grant award).

Project Closeout – Final payment will be provided upon receipt of a final invoice package (Form 1000) and a certification from the applicant that the project has been certified complete. MassDEP will provide a closeout package with the required Planning Project Completion Certificate in advance of project completion. MassDEP approval of this closeout documentation is requirement for final payment and subsequent principal forgiveness (grant award).

When the community signs a final loan/assistance agreement with the Trust, either the community or its consulting engineer, should contact MassDEP to receive official versions of the Form 1000. For projects in the Northeast and Western regions contact **Aiesha Cummings at (617) 556-1103**, and for projects in the Southeast and Central regions contact **Susan Grant at (617) 292-5917**.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES**

PAYMENT REQUISITION

LOAN NO.: _____ DMS PROJECT NO.: _____	REQUEST NO.: _____ SERVICE DATES: _____ TO _____
---	---

LEGAL NAME AND ADDRESS OF BORROWER:

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST \$
Construction		\$0.00	\$0.00
Construction Services		\$0.00	\$0.00
Construction Contingency			
Other:		\$0.00	\$0.00
Totals	\$ -	\$ -	\$ -

Sample

CERTIFICATION OF THE BORROWER:

The Authorized Representative of the Borrower identified below certifies the following:

(i) *This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;*

(ii) *there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and*

(iii) *the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of of this requisition less retainage.*

Signature: _____ Date: _____

Print Name: _____

Title: _____

(To be completed by the DEP Division of Municipal Services)

Amount Requested: _____ Amount Approved: _____

Signature: _____ Date: _____

Print Name: Maria E. Pinaud

Title: Division Director

Asset Management Project Monthly Status Report

MONTHLY PROGRESS REPORT, through _____ (DATE)

LGU: _____

Project Name: _____

Project Objective Statement:

The following activities were completed since the last Project Monthly Status Report:

-
-
-
-
-
-

The following summarizes the status of all SOW activities performed through current invoice period:

Task	Description	Fee	Invoice Through (Date)	Fee to Date	Progress (%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL					

RPM Fest Info Sheet

Biography

- “A three-day music festival in the woods with rock, punk, metal, and an undying sense of community [...] This really is a community effort and entirely done by everyone involved to make this happen year after year. It truly is a beautiful sight to behold when everything takes shape.”
— Chris Small, Ghost Cult Magazine, October 10th, 2019
- “The normally tranquil woods of Montague just got a taste of [...] RPM Fest, a weekend of camping, games, food vendors, craft beer, and – above all – fast, heavy music. For fans who attended the festival, their love of the intense, adrenaline injection that is metal is a unifier.”
— David McLellan, Greenfield Recorder, September 2nd, 2019
- “That was the most life-changing event I’ve ever had the absolute pleasure of being a part of.”
- “This has been one of the BEST Festivals I have been to in a long time! I am honored to be a part of this crazy, musical family!”

RPM Fest is a three-day, outdoor heavy Rock, Punk, and Metal music festival in Western Massachusetts. Our goal is to put on a high-quality-yet-affordable festival to showcase our favorite local and regional heavy music acts. RPM Fest is run entirely by volunteer fans and musicians, and every cent we bring in goes towards putting on the festival.

PDP Productions began producing rock concerts and fests throughout Western Mass in the early 2000’s before pivoting to focus on providing live sound and lighting for community events, including the Great Falls Festival, the Greenfield Fireworks, and the Franklin County Fair. Owner Brian Westbrook continued to play drums in rock and metal bands, eventually joining thrash stalwarts Lich King in 2009 and becoming a mainstay in the regional metal scene.

Between 2008 and 2011, many venues and festivals in Western Mass folded, leaving a void for local heavy music. In 2011, John Gulow established Promotorhead Entertainment, and with Robo Sound at the audio helm, they quickly grew into a driving force and brought the scene back to life with regular concerts at the 13th Floor Music Lounge in Florence, MA.

In 2014, PDP Productions and Promotorhead Entertainment joined forces, starting out simply to fill the hole that was left after losing a beloved local music event. Through this partnership, the concept for RPM Fest was born.

Overview

- Annual three-day heavy music festival in Western Massachusetts on Labor Day weekend
- 2022 event is Sept 2nd-4th at Millers Falls Rod and Gun in Montague, MA
- Three stages with 50+ rock, punk, and metal bands, primarily New England-based
- Free outdoor tent camping all weekend
- Vendor area with food trucks, arts and crafts, merchandise
- Craft brews from local breweries served by the club
- Extramusical entertainment including wrestling, burlesque and drag show, karaoke
- Independent, volunteer-driven, and supported through partnerships with local businesses

Past Bands

- Psychostick (Chicago, IL), Byzantine (Charleston, WV), Inter Arma (Richmond, VA), Black Tusk (Savannah, GA), King Parrot (Perth, AUS), Vektor, Tombs (Brooklyn, NY), Incite (Phoenix, AZ), Acid Witch (Detroit, MI), Lazer/Wulf (Atlanta, GA), Lich King (Greenfield, MA), Scissorfight (Portsmouth, NH)

Organizers

- RPM Fest LLC is:
 - Brian Westbrook
 - Owner of PDP Productions - sound, lighting, event planning, and DJ services in Western Mass since 2007
 - Clients include Greenfield Fireworks, Franklin County Pumpkinfest, Franklin County Fair, Franklin County Pride, Green River Festival Pre-Fest, Riverside Blues and BBQ, Lefty's Fest, Town of Conway 250th Celebration, Sundays in the Park, GBA Summerfest, Greenfield High School, Deerfield Academy, Four Rivers Charter School
 - Co-owner of Sonic Titan Studios Recording Studio in Shelburne Falls
 - John Gulow
 - Owner of Promotorhead Entertainment - concert booking and promotion in Western Mass since 2012
 - Former venue manager and talent buyer at 13th Floor Music Lounge (JJ's Tavern) in Florence, MA
 - Owner of Slime N' Grime Art and Oddities

Local Partners

- Four Phantoms Brewing (Greenfield), Cherry Rail Farm (Brattleboro), Pro Wrestling Grind (Easthampton), Noble and Cooley Drum Co. (Granville), Prodigy Minigolf (Easthampton), Ryan and Casey Liquors (Greenfield), Jack's Cannabis (Northampton), NiteOwl Tattoo (Northampton)

Safety and Security

- RPM Fest LLC is insured through Akey Insurance
- Skell Entertainment will be providing security crew
- 20 staff and 50 volunteers on site managing the event
- Emergency Action Plan in place and posted on site
- First Aid tent staffed by volunteer licensed RNs and EMTs
- Millers Falls Rod and Gun Club has entertainment and liquor licenses
- Portapotties and showers on site
- Will enforce any COVID-related measures as requested by the appropriate authorities

Local Contractors:

- Audio: Klondike Sound, PDP Productions, Robo Sound
- Portapotties: Carson's Cans
- Tents: Redeker Rentals
- Trash/Recycling: Franklin County Solid Waste Management
- Generator: West County Rentals
- Parking: Chip Dodge
- Wrestling: Pro Grind Wrestling

Attendance

- 2022 (projected): 600 Ticket Sales, 225 Band Members, 100 guests, 50 volunteers, 50 sponsors/vendors, 20 staff
- 2019: 435 Ticket Sales (325 advance / 110 gate), 220 Band Members, 80 guests, 50 Volunteers, 60 Sponsors/Vendors, 16 Staff
- 2018: 308 Ticket Sales (203 advance / 105 gate), 218 Band Members, 44 Volunteers, 54 Sponsors/Vendors, 14 Staff
- 2016: 187 Ticket Sales, 155 Band Members, 35 Volunteers, 31 Sponsors/Vendors, 10 Staff
- 2015: 142 Attendees, 148 Band Members, 30 Volunteers, 15 Sponsors/Vendors, 6 Staff
- 2014: 100 Attendees, 130 Band Members

Projected 2022 Schedule

- Wednesday/Thursday: Sound, lighting, stage setup
- Friday: Gates open 4 PM, Music 5 to 10 PM, DJ dance party 10 PM-12AM
- Saturday: Gates open 12 PM, Music 1 to 10 PM, burlesque and drag show 10 PM-12AM
- Sunday: Gates open 12 PM, Music 1 to 8 PM, wrestling 8 PM-10 PM
- Monday: Attendees clear by 11 AM, site clear by 8 PM

Links

- Website: <http://rpmfest.org>
- Partners: <http://rpmfest.org/partners>
- Volunteers: <http://rpmfest.org/volunteers>
- Facebook: <http://facebook.com/rpmfest>
- Instagram: <http://instagram.com/rpm.fest>
- Twitter: <http://twitter.com/rpmfest>
- YouTube: <http://youtube.com/rpmfest>
- Spotify: <http://spotify.rpmfest.org>
- Band Booking: <http://booking.rpmfest.org>



TENT CAMPING
TENT CAMPING
TENT CAMPING

TO PARKING & MAIN GATE



SITE MAP

- LEGEND**
- STAGES
 - FOOD/DRINK
 - VENDORS
 - FEST INFO
 - TOILETS/SHOWERS
 - RESTRICTED

VIP PARKING AND CAMPING



RESERVED PARKING

CINGER LIBATION STAGE

YARD GAMES

INFO

FOOD VENDORS

THE ENTHUSIAST STAGE

BAR

RESERVED PARKING

FOOD



BAND MERCH

PRIME VENDORS

RPM MERCH

VENDORS

CHERRYRAIL FARM STAGE

SHOWERS

RPM Fest 2019 Emergency Action Plan / Contact List

Statement of Purpose:

The purpose of this document is to maintain a database of contact information and form a plan for any situations requiring immediate emergency action at RPM Fest, which will take place at the Millers Falls Road and Gun Club at 210 Turners Falls Road, Montague, Massachusetts on the dates of August 30th, 31th, and September 1st, 2019. This plan defines responsibilities and provides procedures designed to identify unusual and unlikely conditions that may endanger the audiences and/or participants during the event and to quickly and efficiently respond in order to prevent or minimize any loss of life or property.

Responsible parties present at event:

NAME	ROLE	LOCATION	PHONE
Brian Westbrook	co-event organizer	Stageline Stage FOH tent	██████████
John Gulow	co-event organizer	roaming site	██████████
David Westbrook	Volunteer Coordinator	roaming site	██████████
Connor Roberge	Security Coordinator	roaming site	██████████
Mary Bordewieck	First Aid Coordinator	First Aid tent	██████████
Mat Dziuba	Gate Coordinator	Gate tent	██████████
Jenn Ramsay	Video Coordinator	roaming site	██████████
Anthony Medaglia	Video Coordinator	roaming site	██████████
Joe Nickerson	Merch Coordinator	Merch tent	██████████
Laura Rizza	Backstage Coordinator	Green room	██████████
Robert Ives	Sound tech	Tent Stage FOH table	██████████
Josh Moran	Sound tech	Pavilion Stage FOH table	██████████
Peydon Twing	Stage manager	Stageline Stage	██████████
John McLaughlin	Stage manager	Tent Stage	██████████
John Short	Stage manager	Pavilion Stage	██████████
Sam Nelson	Stage tech	roaming site	██████████

Emergency Phone Numbers:

DEPARTMENT	OFFICE #	EMERGENCY #
Turners Falls Fire	(413) 863-4313	911
Montague Fire	(413) 367-2757	911
Montague Police	(413) 863-8911	911
Baystate Franklin Medical Center	(413) 773-0211	911
Montague Health	(413) 863-3200 Ext. 205	
Montague DPW	(413) 863-2054	
Eversource Electric	(877) 659-6326	

Emergency identification and response sheet

- Minor Injuries (including minor cuts, scrapes, sprains, burns, etc.):
 - Help injured person to first aid tent for treatment
- Medical Emergencies
 - Call 911 and provide:
 - Nature of medical emergency
 - Location of the emergency (Millers Falls Road and Gun Club at 210 Turners Falls Road, Montague, Massachusetts)
 - Name and phone number from which you are calling
 - Do not move victim unless absolutely necessary
 - Call on-site personnel at First Aid tent
 - If personnel are not available, attempt to provide the following assistance
 - Stop bleeding with firm pressure on the wounds, avoiding contacting with blood or other bodily fluids
 - Clear the air passages using the Heimlich Maneuver in case of choking
- Fire Emergencies
 - Call 911 and provide:
 - Nature of the fire emergency
 - Location of the emergency (Millers Falls Rod and Gun Club at 210 Turners Falls Road, Montague, Massachusetts)
 - Name and phone number from which you are calling
 - Announcement will be made over PA to notify attendees and site personnel about emergency
 - Fight the fire ONLY if:
 - The Fire Department has been notified
 - The fire is small and is not spreading to other areas
 - Escaping the area is possible by backing up to the nearest exit
 - Fire extinguisher is in working condition and personnel are trained to use it
 - Upon being notified about the fire emergency, attendees must:
 - Leave the affected site and take shelter
 - Responsible parties will coordinate an orderly evacuation of personnel and attendees
- Severe weather and natural disasters
- Announcement will be made over all PA systems to notify attendees and site personnel about emergency and to engage in following procedures:
 - Thunderstorm
 - Take shelter under pavilion or in personal vehicles
 - Remain inside until storm passes
 - Tornado, hurricane, high winds, etc.:
 - Take shelter in the building basement
 - Stay away from outside walls and windows
 - Remain inside until threat is over
 - Earthquake
 - Stay calm and await instructions
 - Keep away from overhead fixtures, windows, filing cabinets, and electrical power
 - Flood

- Climb to high ground and stay there
 - Do not attempt to walk or drive through flood water
- Extended power loss
 - Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment.
- Active shooter
 - Remain calm and proceed to nearest secure structure
 - Lock and/or barricade all doors
 - Stay in a safe and non-visible place, away from windows and doors
 - Wait until an all-clear signal is given by authorities
- Site Evacuation
 - Proceed to vehicle you arrived in
 - Event staff will direct traffic to exit in an orderly fashion

First aid

The first-aid tent will be stocked with first aid supplies and staffed during festival operating hours with supervision provided by the security coordinator. During off-hours staff with first aid training will be on site.



Board of Selectmen Town of Montague

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

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

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

Name of applicant: Kyle Cogswell

Address of applicant: 21 Norman Circle Turners Falls MA 01376

Phone # of applicant: 413 522 3150

Name of organization: NWTF Guilbault Community Baseball

Name of legally responsible person: Kyle Cogswell

Location of assembly: Turners Falls High School

Date of assembly: April 24, 2022

Time of assembly: Begin: 11 AM End: 12 PM

Number of expected participants: 7 teams of 13 players each. Parental coaches with each team.

If a procession/parade:

Route: Leave TFHS head west on Turnpike Rd. Right onto Montague St. Ending at our fields.

Number of people expected to participate: Approx. 100 people

Number of vehicles expected to participate: 1 Police car - 1 Fire engine - 1 Grand Marshall car.

Subject of demonstration: Opening day parade. 4/24 is the start of our baseball season.

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

*****Signatures:

Police Chief: [Signature] Date: 3-31-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Please also note - we are attempting to secure a band from TFHS. They would be riding on a flat bed trailer. Any questions do not hesitate to reach out.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Nick Davey PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No): 847-953-2873 E-MAIL ADDRESS: Nick.Davey@kandkinsurance.com													
INSURED MEMBER NO: NEWT GUILBAULT/GILL-MONTAGUE REG. SCHOOL DIST. CRL DBA: Newt Guilbault Community Baseball League 21 Norman Circle Turners Falls, MA, 01376		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: New Hampshire Insurance Company	23841	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: New Hampshire Insurance Company	23841														
INSURER B: National Union Fire Ins Co of Pittsburgh	19445														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AIL0003450194700	03/08/2022 12:01 AM	02/01/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL0003450194700	03/08/2022 12:01 AM	02/01/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB # OCCUR <input type="checkbox"/> EXCESS LIAB # CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			AIB0003450195100	03/08/2022 12:01 AM	02/01/2023 12:01 AM	Excess Medical \$250,000 AD&D \$ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

11A

Name: Austin, Bob

MONTAGUE APPOINTED OFFICIAL

NAME: Bob Austin

DATE: 4/4/2022

COMMITTEE: Tree Advisory Committee

TERM: 1 Year

TERM EXPIRATION: 6/30/2023

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/05/22

Austin, Bob personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Tree Advisory Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

WendyB-Montague Selectboard

From: david detmold <daviddetmold@gmail.com>
Sent: Saturday, March 26, 2022 8:45 AM
To: WendyB-Montague Selectboard
Subject: nominating Bob Austin to Montague Tree Advisory Committee

Dear Wendy -

On March 16, the Montague Tree Advisory Committee unanimously approved a motion to nominate Bob Austin, of 40 K Street, to fill an open seat.

Bob has already shown great initiative in attending committee meetings, volunteer work days at the wood bank, and planning upcoming Arbor Day tree plantings in the five villages of Montague.

We hope the selectboard will act favorably on his nomination.

His letter of intent had been forwarded to you.

Thank you very much,

David Detmold

Chair

Montague Tree Advisory Committee

(PS: Wendy, if you could give advance notice of when the selectboard might find room on their agenda to consider his nomination, Bob and I will both try to attend. Thank you.)



Virus-free. www.avast.com

WendyB-Montague Selectboard

From: david detmold <daviddetmold@gmail.com>
Sent: Saturday, March 26, 2022 8:37 AM
To: WendyB-Montague Selectboard
Subject: Fwd: letter of intent

----- Forwarded message -----

From: Bob Austin <raustin22@yahoo.com>
Date: Fri, Mar 25, 2022 at 10:00 AM
Subject: letter of intent
To: David Detmold <daviddetmold@gmail.com>

Hi David,'

Here is a statement for the Selectboard. Let me know if you think I need more.

thanks,
Bob

Hi, my name is Bob Austin and I live on K St in Turners Falls. I would like to join the Montague Tree Advisory Committee.

I love trees for their beauty, their contribution to climate health, and their utility as a building material. I am currently a self-employed carpenter. My educational background includes degrees in Biology and Public Health.

I participated in the Montague wood bank program this past winter, splitting and stacking wood with other volunteers, and would like to continue to be involved in the town's tree advocacy.



Virus-free. www.avast.com

Name: **Steinberg, Robert**

MONTAGUE APPOINTED OFFICIAL

NAME: Robert Steinberg

DATE: 4/4/2022

COMMITTEE: Economic Development and Industrial Corporation

TERM: 2 Years

TERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/05/22

Steinberg, Robert _____ personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Economic Development and Industrial Corporation** 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.**

WendyB-Montague Selectboard

From: Robert J. Steinberg <rob@rjsteinberg.com>
Sent: Wednesday, March 30, 2022 7:00 PM
To: StevenE - Montague Town Administrator; Walter Ramsey - Montague Planner; WendyB-Montague Selectboard
Subject: An appointment to the Montague Economic Development and Industrial Corporation

Dear StevenE and Walter, and the Selectboard,

I'd be honored by an appointment to the Montague Economic Development and Industrial Corporation, and would like to serve.

As for qualifications, I've had a varied career, both as an artist, and in founding, and successfully exiting a number of companies.

As an artist, I had a surging early career, with 40 shows in 10 years, including one man and group shows in NY, Paris and London. I'm now back at it.

In between, I founded The Palladio Company, which manufactured platinum coated paper. After that NAPC, which designed, manufactured, installed and supported graphic arts computer systems for Fortune 500 firms, including most advertising agencies. For example, we did the quality control systems (which I designed on the back of a napkin, at lunch) for the NY Times when it went national with full color.

Finally, I founded and recently exited (to get back to artistry), ARTBnk, which uses advanced artificial intelligence to calculate the value of art. Its technology has been, for example, adopted by Bloomberg as its art index.

As for real estate expertise, my family was in the real estate business for 3 generations. Early in my career, I worked with my Dad, buying and selling land in Southern NJ, and developing small housing tracts (less than 20 homes each, for both middle class and wealthy buyers) as well as industrial manufacturing buildings. Back then, I had a real estate license in NJ.

My personal favorite deal was when I sold a large hole in the ground to Monmouth County, NJ for use as the county land fill. The hole was there since my parents and grandfather had created the hole by selling, over decades, the gravel it contained.

I also was on, and later the chair, of the Montague Broadband Committee.

I am eager to again be of use!

Best regards,

Robert J. Steinberg
617.448.4961
@rjsteinberg

Name: Lord, Matt

11C

MONTAGUE APPOINTED OFFICIAL

NAME: Matt Lord

DATE: 4/4/2022

COMMITTEE: Planning Board

TERM: 4

TERM EXPIRATION: 6/30/2026

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 04/05/22

Lord, Matt _____ personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Planning Board 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.**



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A · TURNERS FALLS, MA 01376 ·
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

To: Selectboard

From: Town Planner

Date: 3/31/2022

RE: Montague participation in Mass Housing Partnership Complete Neighborhoods Partnership

Montague has the opportunity to partner with our Franklin County neighbors (Greenfield, Orange, Erving, Deerfield, Whately) on a regional application to receive some targeted technical assistance regarding the reuse of underutilized properties such as Griswold Mill or the Farren site. This would be a multi-year capacity investment from the state toward helping Montague and our neighbors advance and unlock development in our village centers.

This program is described by the Mass Housing Partnership (MHP) as follows: “MHP is seeking up to six communities or regions to receive targeted, long-term assistance through the Complete Neighborhoods Partnership (CNP) to support efforts in creating human-centric and mobility-oriented neighborhoods. MHP staff and/or third-party consultants will work with communities to identify and implement strategies to accelerate public and private investments in affordable housing near mobility hubs.”

The effort would involve the participation of the Planner in monthly meetings. There is no cash or in-kind match or reporting requirements. The Planner would help develop and oversee a scope of work for technical assistance to be received by Montague.



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108
FAX: (413) 863-3231

Dear Ms. Madore,

The Town of Montague Selectboard writes this letter to share its support of a Regional Application to the Complete Neighborhoods Partnership. The mixed-use and walkable Montague villages of Turners Falls, Millers Falls, and Montague City fit the goals of the program and have capacity for housing growth.

Montague is actively engaged in an effort to develop the first 40R district in Franklin County and the town hopes to amplify that with long term capacity support from Massachusetts Housing Partnership. We understand the value of working with partners like MHP who can help expand the Town's capacity to accelerate development.

If successfully designated, the Montague Selectboard would seek pre-development and financial technical assistance to develop mixed-income housing at underutilized properties in the above named villages.

The Montague Selectboard looks forward to Montague's participation in this regional application. Should you have any questions of Montague's participation, please contact Walter Ramsey, Town Planner at planner@montague-ma.gov.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz
Chair, Montague Selectboard

May 7, 2022 Annual Town Meeting

Abbreviated Motions with Funding Source

Following are abbreviated motions for all “financial” articles included in the draft warrant for the May 7, 2022 Annual Town Meeting. These are not the actual motions but are intended to present the essence of the article and display the proposed funding source, where applicable, for Selectboard recommendation or revision.

Notes:

- Town Operating Budget with funding sources and DPW Discretionary articles were previously voted by the Selectboard in joint session with the Finance Committee on March 24, 2022.
 - Selectboard recommended Town Operating Budget as presented, 3-0.
 - Selectboard recommended DPW Discretionary Account at \$50,000, 3-0.

Specification of Funding Source Not Needed

- Article 3. Moved: To recommend the change to the Airport Fuel Revolving Fund to allow funds to be used for maintenance as well as fuel purchases.
- Article 4. Moved: To recommend adding positions of Assistant Town Administrator, Selectboard Administrative Assistant, and WPCF Laboratory Manager to the Town’s classification plan.
- Article 5. Moved: To recommend approval of Schedule I, Elected Officials’ Wages.
- Article 6. Moved: To recommend approval of Schedule II, Appointed Officials’ Wages.

Must Recommend Funding Source

- Article 7. Moved: To recommend approval of \$11,176,944 for the Town Operating Budget, with \$11,176,930.80 from Taxation and \$13.20 from Transportation Infrastructure Receipts Reserved for Appropriation. *(Recommendation and Source Voted 3/24/22, 3-0)*
- Article 8. Moved: To recommend approval of \$2,872,377 for the WPCF Operating Budget, with \$266,439 from Taxation and \$2,605,938 from Sewer User Fees.
- Article 9. Moved: To recommend \$316,015 for the Airport Operating Budget, to be raised from Airport Revenue.
- Article 10. Moved: To recommend \$49,950 for the Colle, to be raised from Colle Receipts Reserved for Appropriation.
- Article 11. Moved: To recommend \$1,029,566 for the FCTS Assessment, to be raised from Taxation.
- Article 12. Moved: To recommend \$11,341,466 for the GMRSD Assessment, to be raised from Taxation.

- Article 13. Moved: To recommend \$10,000 to increase the Conservation Trust Fund, to be raised from Free Cash.
- Article 14. Moved: To recommend \$45,000 for tuition and transportation for student attending Smith Vocational, to be raised from Taxation.
- Article 15. Moved: To recommend \$50,000 for the DPW discretionary account, to be raised from Taxation. *(Recommendation and Source Voted 3/24/22, 3-0)*
- Article 16. Moved: To recommend \$130,000 for a WPCF Generator, to be raised from WPCF Capital Stabilization Fund.
- Article 17. Moved: To recommend \$21,584 to increase Article #18C from 5/22/21 (Project Bid and Overrun Account), to be raised from Taxation.
- Article 18. Moved: To recommend \$415,000 for Town capital projects, with \$190,000 from Free Cash and \$225,000 from the Town Capital Stabilization Fund.
- a. \$125,000 for Town Hall Roof (Town Capital SF)
 - b. \$60,000 for Shea Front Roof (Free Cash)
 - c. \$130,000 for Carnegie Basement Renovation (Free Cash)
 - d. \$100,000 for Montague Center Library Masonry Repair (Town Capital SF)
- Article 19. Moved: Amend Article #4 from 3/3/22 to allow previously appropriated \$125,000 for lease of a vactor truck to be used toward the outright purchase of that vehicle. *(No source needed)*
- Article 20. Moved: To recommend \$346,164 to increase various reserve accounts, to be funded from Taxation.
- Article 21. Moved: To recommend \$173,800 for substance abuse counselors, to be funded from the Cannabis Impact Fee Stabilization Fund.
- Article 22. Moved: To recommend \$40,000 for afterschool STEM programs, to be funded from the Cannabis Impact Fee Stabilization Fund.
- Article 23. Moved: To recommend \$25,000 for design and feasibility study costs for roadway safety improvements in vicinity of the Millers Falls Rd and Industrial Blvd intersection, to be funded from the Cannabis Impact Fee Stabilization Fund.
- Article 24. Moved: To recommend establishing a Canal District Utility Improvement Fund, and to allow the funds received for that purpose to be directly dedicated to that fund. *(No source needed)*
- Article 25. Moved: To recommend rescission of \$286,081.30 of unused borrowing authority for Airport property acquisition. *(No source needed)*
- Article 26. Moved: To recommend rescission of \$1,305,011.05 of unused borrowing authority for the DPW Facility. *(No source needed)*

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2022**

Franklin, ss.

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

GREETING:

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 in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, May 7, 2022, at **8:30 A.M.** and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by amending the Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2022, with the changes as shown in ~~strikeout~~ and **bold** below; or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, the following revolving funds:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a.	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills

Annual Town Meeting Warrant

May 7, 2022

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<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
SARA Title III Committee)			
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw
Airport Fuel	Airport Manager	Fees from sale of Airport aviation fuel	Purchase of Airport aviation fuel to be sold and used at the Airport, system maintenance, parts, and inspections

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Commission Request)

ARTICLE 4: To see if the Town will vote to amend the classification plan as shown below or pass any vote or votes in relation thereto.

- A. To see if the Town will vote to establish the position of Assistant Town Administrator within the Classification Plan at Grade I, with such benefits as are awarded to other non-union management personnel.
- B. To see if the Town will vote to establish the position of Selectboard Administrative Assistant within the Classification Plan at Grade B as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE).
- C. To see if the Town will vote to establish the position of WPCF Laboratory Manager within the Classification Plan at Grade D as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE).

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard 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 \$11,176,944, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> and for any other necessary charges, or pass any vote or votes in relation thereto.

(Selectboard 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 \$2,872,377, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374>, or pass any vote or votes in relation thereto.

(Selectboard 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 \$316,015, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission 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 \$49,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard 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 \$1,029,566, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

Annual Town Meeting Warrant

May 7, 2022

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ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,341,466, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, 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 \$10,000, or any other amount, for the purpose of supplementing the Waidlich Conservation Fund, or pass any vote or votes in relation thereto.

(Conservation Commission Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$45,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$100,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$130,000, or any other amount, for the purpose of purchasing and installing a facility back-up generator for the Water Pollution Control Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$21,584, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article #18C of the May 22, 2021, Annual Town Meeting, which provided funds for bid and project overruns, or pass any vote or votes in relation thereto.

(Town Administrator and CIC Requests)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$415,000, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$125,000 for Town Hall Roof
- B. \$60,000 for Shea Front Roof
- C. \$130,000 for Carnegie Basement Renovation
- D. \$100,000 for Montague Center Library Masonry Repair

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to amend the vote taken pursuant to Article 4 at the March 3, 2022 Special Town Meeting, which appropriated the sum of \$125,000 from the Capital Stabilization Fund to pay the first year payment on a lease-purchase agreement for a new combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, by authorizing the Selectboard to use said appropriation toward the outright purchase of said vactor truck, with the remaining purchase price to be funded through the use of ARPA grant funds, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	131,200
OPEB Trust Fund	50,000
GMRSD Stabilization Fund	40,608
FCTS Stabilization Fund	124,356
Total:	346,164

(Finance Committee Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$173,800, or any other amount, for costs associated with the establishment and operation of a marijuana establishment known as 253 Pharmacy, or pass any vote or votes in relation thereto.

- A. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Gill-Montague Regional School District
- B. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Franklin County Technical School

(Selectboard Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$40,000, or any other amount, for the purpose of providing Science, Technology, Engineering, and Math afterschool enrichment programs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 24: To see if the Town will vote, in accordance with Massachusetts General Laws, Chapter 40, Section 5B, to establish a special purpose stabilization fund to be known as the “Canal District Utility Improvement Fund”, for the purpose of funding installations, repairs, and upgrades of utility services for the Canal District of the Town, and anything incidental or related thereto; and further to accept the provisions of the fourth paragraph of said Massachusetts General Laws, Chapter 40, Section 5B, to allow one hundred percent (100%) of the funds received pursuant to the Town’s August 9, 2021 Agreement with FirstLight MA Hydro, LLC to be dedicated to said Fund, without further appropriation, to be effective for the Fiscal Year beginning on July 1, 2022; or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to rescind the unused \$286,081.30 borrowing authority as voted pursuant to Article #8 of the February 25, 2021, Special Town Meeting, which appropriated \$1,450,000 for the purpose of acquiring three properties for airport and aviation purposes, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 26: To see if the Town will vote to rescind the unused \$1,305,011.05 borrowing authority as voted pursuant to Article #1 of the March 29, 2018, Special Town Meeting, which

appropriated \$11,146,762 for the purpose of building and equipping a new DPW Facility, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 27. To see if the Town will vote to authorize the Selectboard to petition the General Court for one (1) additional on premises all alcoholic beverages license to be exercised and located at 196 Turners Falls Road in the Montague Center village of the Town, said license not to be transferred to any other location; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard 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.

The petition for special legislation shall take the following form:

AN ACT AUTHORIZING THE TOWN OF MONTAGUE TO GRANT ONE ADDITIONAL LIQUOR LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES
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. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Montague may grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138 to El Nopalito Restaurant, located at 196 Turners Falls Road, in the town of Montague. The license shall be subject to all of said chapter 138 except said section 17.

(b) The licensing authority of the town of Montague shall not approve the transfer of the license granted pursuant to this act to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(c) If the license granted pursuant to this act is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, which may then grant the license to a new applicant at the same location under the same conditions as specified in this act.

(d) The license granted pursuant to this act shall be issued not later than 2 years after the effective date of this act; provided however, that if the license is originally granted within that time period, it may be granted to a new applicant pursuant to subsection (b) or (c) anytime thereafter.

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

(Board of Selectmen Request)

ARTICLE 28: To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation providing that all of the positions in the Police Department after passage of the Act not be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Selectboard to approve such amendments, or pass any vote or votes in relation thereto.

AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF MONTAGUE FROM THE CIVIL SERVICE LAW

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 or special law to the contrary, all positions in the police department of the town of Montague shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

ARTICLE 29: To see if the Town will vote to adopt the 2022 Update to the Montague Economic Development and Industrial Corporation's Economic Development Plan developed in accordance with Mass General Laws Chapter 121 C, a copy of which is on file in the Office of the Town Clerk and on the Town's website at https://www.montague-ma.gov/files/MEDIC_ECON_DEV_PLAN_2022_DRAFT.pdf, or to pass any vote or votes in relation thereto.

(MEDIC Request)

ARTICLE 30. MOVED: That the Town vote to amend the Town’s Zoning Bylaws, in accordance with Chapter 40R of the Massachusetts General Laws, to add a new Section 10, to be titled “Smart Growth Overlay Districts (SGODs), as shown below, or to pass any vote or votes in relation thereto.

SECTION 10: SMART GROWTH OVERLAY DISTRICTS (SGODs)

1. PURPOSE

The purposes of this Section are:

1. To establish Smart Growth Overlay Districts (SGODs) to encourage smart growth in accordance with the purposes of G. L. Chapter 40R;
2. To encourage the revitalization of underutilized properties to benefit the general health and welfare of our residents and the region;
3. To encourage the creation of new multifamily and residential developments in appropriate locations at appropriate densities; and,
4. To maintain or increase the supply of affordable dwelling units;
5. To maintain a consistently high level of design quality.

2. DEFINITIONS

For purposes of this Section the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Governing Laws or Section 2.0, or as set forth in the PAA Regulations. With respect to their application to Section 10, to the extent that there is any conflict between the definitions or terms set forth in, or otherwise regulated by, the Governing Laws and those defined or used in Section 10, inclusive of any applicable Design Standards, PAA Regulations, or any other applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the terms of the Governing Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting the statutory requirements in G.L. Chapter 184, Section 31 and the requirements of Section 5.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

Applicant – the individual or entity that submits a Project application for Plan Approval.

As-of-right - a use allowed under Section 10.4.0 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Project that requires Plan Approval by the PAA pursuant to Sections 10. 8.0 through 10. 12.0 shall be considered an as-of-right Project, subject to review and approval by DHCD of any Municipal 40R regulations, guidelines, application forms, or other requirements applicable to review of Projects by the Plan Approval Authority under the 40R Zoning and 760 CMR 59.00.

Department or DHCD - the Massachusetts Department of Housing and Community Development, or any successor agency.

Design Standards – provisions of Section 12 made applicable to Projects within the SGOD that are subject to the Plan Approval process.

Eligible Household - an individual or household whose annual income is less than or equal to 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Governing Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed-Use Development Project – a Project containing a mix of residential uses and non-residential uses, as allowed in Section 10. 4.2, and subject to all applicable provisions of Section 10.

Monitoring Agent or Administering Agent – the PAA or a qualified housing entity designated by the PAA, pursuant to Section 10. 5.2, to review and implement the Affordability requirements affecting Projects under Section 10. 5.0.

PAA Regulations – the rules and regulations of the PAA adopted pursuant to Section 10. 8.3.

Plan Approval Authority (PAA) - The local approval authority authorized under Section 10. 8.2 to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

Project - a Residential Project or Mixed-use Development Project undertaken within the SGOD in accordance with the requirements of Section 10.

Residential Project - a Project that consists solely of residential and any allowed or required parking and/or accessory uses, as further defined in Section 4.1.

SGOD – A Smart Growth Overlay District established in accordance with Section 10 and as shown on the Smart Growth Overlay District Map referenced in Section 3 herein and as shown of the Town’s Zoning Map.

Zoning Bylaw - the Zoning Bylaw of the Town of Montague.

3. Applicability of SGODs – SCOPE AND AUTHORITY

3.1 Establishment. The Smart Growth Overlay District, herein referred to as the “SGOD,” is an overlay district having a land area of approximately 4 acres in size that is superimposed over the underlying zoning district(s) and is shown on the Zoning Map as set forth on the map entitled “Smart Growth Overlay District, dated ____, prepared by ____.” This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

3.2 Subdistricts. The SGOD contains the following Sub-Districts:
Sub-District A: Griswold Mill comprising approximately 3.02 acres and;
Sub-District B: First Street comprising approximately 1.16 acres.

3.3 Applicability of SGODs. An applicant may seek development of a Project located within the SGOD in accordance with the provisions of the Governing Laws and Section 10, including a request for Plan Approval by the PAA. In such case, notwithstanding anything to the contrary in the Zoning Bylaw, such application shall not be subject to any other provisions of the Zoning Bylaw, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or dwelling unit limitations. To the extent that there is any conflict between the Governing Laws and Section 10, inclusive of the Design Standards, the PAA Regulations, and any otherwise applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the Governing Laws shall govern.

3.4 Underlying Zoning. The SGOD is an overlay district superimposed on all underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s) shall remain in full force, except for those Projects undergoing development pursuant to Section 10. Within the boundaries of the SGOD, an Applicant may elect either to develop a Project in accordance with the requirements of the SGOD, or to develop a project in accordance with requirements of the regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s).

3.5 Administration, Enforcement, and Appeals. The provisions of Section 10 shall be administered by the Building Inspector, except as otherwise provided herein. Any legal appeal arising out of a Plan Approval decision by the PAA under Sections 8 through 12 shall be

governed by the applicable provisions of G. L. Chapter 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. Chapter 40A.

4. PERMITTED USES - GENERAL

The following uses are permitted As-of-Right for Projects within SGODs unless otherwise specified under the corresponding section of the District-specific requirements.

4.1 Sub-District A (Griswold Mill). The following uses are allowed:

- a) Multifamily residential uses
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices.
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments, including daycares.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels.
 - Community, education, or recreational uses, including museums, parks, playgrounds, health clubs and gym/fitness centers.
 - Municipal facilities.
 - Craft workshops or light assembly shops.
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses

4.2 Sub-District B (First Street). The following uses are allowed:

- a. Single-family, two-family, three-family, or multifamily residential uses, any of which may include live/work units.
- b. Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices and co-working facilities
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses.

5. Housing and Housing Affordability

5.1 Number of Affordable Housing Units. For all Projects, not less than twenty percent (25%) of housing units constructed shall be Affordable Housing. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of .5 or greater shall be deemed to constitute a whole unit.

5.2 Monitoring Agent. A Monitoring Agent which may be the PAA or other qualified housing entity shall be designated by the PAA. In a case where the Monitoring Agent cannot adequately carry out its administrative duties, upon certification of this fact by the designating official or by DHCD such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the designating official. In any event, such Monitoring Agent shall ensure the following, both prior to issuance of a Building Permit for a Project within the SGOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
 2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
 3. the housing marketing and resident selection plan conform to all requirements, have been approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR 59.00, and are properly administered;
 4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and
5. Affordable Housing Restrictions meeting the requirements of this section are approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR. 59.00, recorded with the proper registry of deeds.

5.3 Submission Requirements. As part of any application for Plan Approval for a Project within the SGOD submitted under Sections 10, the Applicant must submit the following documents to the PAA and the Monitoring Agent:

- 1) evidence that the Project complies with the cost and eligibility requirements of Section 10. 5.4;
- 2) Project plans that demonstrate compliance with the requirements of Section 10. 5.5; and

- 3) a form of Affordable Housing Restriction that satisfies the requirements of Section 10.5.6.

These documents in combination, to be submitted with an application for Plan Approval, shall include details about construction related to the provision, within the development, of units that are accessible to the disabled and appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly.

5.4 Cost and Eligibility Requirements. Affordable Housing shall comply with the following requirements:

1. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
2. For an Affordable Rental Unit, the monthly rent payment, including applicable utility allowances, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.
3. For an Affordable Homeownership Unit the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, and insurance, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.

Prior to the granting of any Building Permit for a Project, the Applicant must demonstrate, to the satisfaction of the Monitoring Agent, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to Montague.

5.5 Design and Construction. Units of Affordable Housing shall be finished housing units. With respect to the minimum required number for a given Project, units of Affordable Housing shall be equitably integrated and proportionately dispersed throughout the residential portion of the Project of which they are part, across all residential buildings, floors, distinct unit types, and with respect to the gross floor area devoted to residential units, in accordance with the affordable housing restriction and marketing and tenant selection plan approved by DHCD and be comparable in initial construction quality, size, amenities, and exterior design to the other housing units in the Project. Unless expressly required otherwise under one or more applicable state or federal housing subsidy programs, the bedroom-per-unit average for the Affordable Housing must be equal to or greater than the bedroom-per-unit average for the unrestricted/market-rate units.

5.6 Affordable Housing Restriction. Each Project shall be subject to an Affordable Housing Restriction which is approved by DHCD pursuant to the Governing Laws and recorded with the

appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the Affordable Housing Restriction which shall be stipulated in the Plan Approval decision but in no case be less than thirty years;
2. the name and address of the Monitoring Agent with a designation of its power to monitor and enforce the Affordable Housing Restriction;
3. a description of the Affordable Homeownership Unit(s), by address and number of bedrooms in a Project or portion of a Project which is homeownership; and a description of the overall quantity, initial unit designations and number of bedrooms and number of bedroom types of the Affordable Rental Unit(s) in a Project or portion of a Project which is rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project with the initially designated Affordable Rental Units identified in, and able to float subject to specific approval by DHCD in accordance with, the corresponding Affirmative Fair Housing Marketing Plan (AFHMP) and DHCD's AFHMP guidelines.
4. reference to an affirmative fair housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. Such plan shall be consistent with DHCD guidance and approved by DHCD. Consistent with DHCD guidance, such plan shall include a preference based on need for the number of bedrooms in a unit and a preference based on need for the accessibility features of a unit where applicable, and may only provide for additional preferences in resident selection to the extent such preferences are also consistent with applicable law and approved by DHCD.
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of an Affordable Rental Unit or the maximum resale price of an Affordable Homeownership Unit will be set;
7. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease of any Affordable Rental Unit shall be given to the Monitoring Agent;
8. provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Monitoring Agent;
9. provision that the AHR on an Affordable Homeownership Unit shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;
10. provision that the AHR on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;

11. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the Monitoring Agent, in a form specified by that agent certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability;
12. a requirement that residents in Affordable Housing provide such information as the Monitoring Agent may reasonably request in order to ensure affordability.

5.7 Costs of Housing Marketing and Selection Plan. The housing marketing and selection plan or any associated Monitoring Services Agreement may make provision for payment by the Project applicant of reasonable costs to the Monitoring Agent to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements.

5.8 Age Restrictions. Nothing in Section 10 shall permit the imposition of restrictions on age upon Projects unless proposed or agreed to voluntarily by the Applicant. However, the PAA may, in its review of a submission under Section 10. 5.3, allow a specific Project within the SGOD designated exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations and not less than twenty-five percent (25%) of the housing units in such a restricted Project shall be restricted as Affordable Housing units.

5.9 Phasing. For any Project that is approved and developed in phases in accordance with Section 10. 8.4, the percentage of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1. Where the percentage of Affordable Housing is not uniform across all phases, the unit dispersal and bedroom proportionality requirements under Section 10. 5.5 shall be applied proportionately to the Affordable Housing provided for in each respective phase.

5.10 No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in Section 10. 5.0 shall not be waived.

6. Dimensional and Density Requirements - GENERAL

6.1 Residential Density. Multifamily Residential (four or more dwelling units) and Mixed Use Development Projects in a SGOD, and in any Sub-District, may be developed as-of-right at a minimum density of 20 dwelling units per acre of Developable Land. Two-family and three-family residential Projects may be developed as-of-right in Sub-District B at a minimum density of 12 dwelling units per acre of Developable Land. Single-family residential use Projects may be developed as-of-right in Sub-District B at a minimum density of 8 dwelling units per acre of Developable Land.

6.2 Lot Area, Frontage, and Yard Setbacks

Each Project shall have:	
Minimum Project area:	4,000 square feet
Minimum length of frontage:	30 feet
Minimum front yard setback:	0 feet
Maximum front yard setback:	no maximum setback
Minimum side yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District
Minimum rear yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District

For the purposes of this subsection, frontage and front yard setbacks shall be determined with respect to public and private streets, as well as to private ways providing similar access.

Access: Individual buildings or parcels within a Project site shall have coordinated street access. There shall be not more than one driveway (curb cut) per 50 feet of frontage.

6.3 Open Space: A minimum of 20 percent of the total Project area shall be open space. For the purpose of this subsection, “open space” shall be defined as yards, playgrounds, walkways and other areas not covered by parking and driveways; such open space need not be accessible to the public. This minimum percentage may be reduced by the PAA through the Plan Approval process only if the Project provides for direct access or enjoyment of the Connecticut River.

6.4. Building Height, maximum:

Subdistrict A: 60 feet
 Subdistrict B: 40 feet

7. Parking Requirements - GENERAL

The parking requirements applicable for Projects within the SGOD are as follows.

7.1 Number of parking spaces. Unless otherwise found to be Unduly Restrictive with respect to Project feasibility and approved by the PAA, the following minimum and maximum numbers of off-street parking spaces shall be provided and allowed, respectively, by use, either in surface parking, within garages or other structures, or on-street:

Residential Project: Minimum One parking space per residential unit, maximum 2 parking spaces per residential unit.

Mixed-use Project: Same formula for residential units plus the applicable quantity computed per Section 7.2.2 of the Town's Zoning Bylaws for non-residential uses.

The PAA may allow for additional visitor parking spaces beyond the 2 maximum spaces per unit if deemed appropriate given the design, layout and density of the proposed residential or other development. The PAA may allow for a decrease in any required parking as provided in Sections 7.2 and 7.3 below.

7.2 Shared Parking. Notwithstanding anything to the contrary herein, the use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies) or the PAA is otherwise satisfied that the reduced parking is nonetheless sufficient and consistent with smart growth practices.

7.3 Reduction in parking requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

- a) the availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus stop or transit station;
- b) the availability of public or commercial parking facilities in the vicinity of the use being served;
- c) shared use of off-street parking spaces serving other uses having peak user demands at different times;
- d) To the extent consistent with 760 CMR 59.04(1)(g) and 760 CMR 59.04(l)(i)1., age or other occupancy restrictions which are likely to result in a lower level of auto usage;
- e) impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
- f) Any applicable transportation demand management strategies that will be integrated into the Project or such other factors as may be considered by the PAA.

7.4 Location of Parking. Any surface parking lot shall, to the maximum extent feasible, be located at the rear or, where such location is deemed infeasible by the PAA, the side of a building, relative to any principal street, public open space, or pedestrian way.

8. PLAN APPROVAL OF PROJECTS: GENERAL PROVISIONS

8.1 Plan Approval. An application for Plan Approval shall be reviewed by the PAA for consistency with the purpose and intent of Section 10. Such Plan Approval process shall be construed as an As-of-Right review and approval process as required by and in accordance with the Governing Laws. Any Project with uses allowable in Section 4 shall be subject to the Plan Approval Process.

8.2 Plan Approval Authority (PAA). The Montague Planning Board consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Plan Approval Authority (the “PAA”), and it is authorized to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

8.3 PAA Regulations. The Plan Approval Authority may adopt administrative rules and regulations relative to Plan Approval. Such rules and regulations and any amendments thereof must be approved by the Department of Housing and Community Development.

8.4 Project Phasing. An Applicant may propose, in a Plan Approval submission, that a Project be developed in phases, provided that the submission shows the full buildout of the Project and all associated impacts as of the completion of the final phase, and subject to the approval of the PAA. Any phased Project shall comply with the provisions of Section 10.5.9.

9. PLAN APPROVAL PROCEDURES

9.1 Preapplication. Prior to the submittal of a Plan Approval submission, a “Concept Plan” may be submitted to help guide the development of the definitive submission for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

1. Overall building envelope areas;
2. Open space and natural resource areas; and
3. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the Applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and other requirements of the SGOD.

9.2 Required Submittals. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA and approved by DHCD, along with application fee(s) which shall be as set forth in the PAA Regulations. The application shall be accompanied by such plans and documents as may be required and set forth in the PAA Regulations. For all Projects, the application shall be accompanied by all materials required under Section 10.

5.3. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings

prepared at a scale of [one inch equals forty feet (1"=40') or larger], or at a scale as approved in advance by the PAA.

9.3 Filing. An Applicant for Plan Approval shall file the required number of copies of the application form and the other required submittals as set forth in the PAA Regulations with the Montague Clerk and a copy of the application including the date of filing certified by the Montague Clerk shall be filed forthwith with the PAA.

9.4 Circulation to Other Boards. Upon receipt of the application, the PAA shall immediately provide a copy of the application materials to the Select Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Department, Department of Public Works, the Monitoring Agent (if already identified, for any Project subject to the Affordability requirements of Section 10. 5.0), and other municipal officers, agencies or boards for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

9.5 Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the Applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the Plan Approval application.

9.6 Peer Review. The Applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. Chapter 40R, Section 11(a). Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the Applicant forthwith.

10. PLAN APPROVAL DECISIONS

10.1 Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the Applicant has submitted the required fees and information as set forth in the PAA Regulations; and
2. the Project as described in the application meets all of the requirements and standards set forth in Section 10 and the PAA Regulations, or a waiver has been granted therefrom; and
3. any extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

For all Projects, compliance with condition (2) above shall include written confirmation by the Monitoring Agent that all requirements of Section 10. 5.0 have been satisfied. Any Plan Approval decision for a Project shall specify the term of such affordability, which shall be no less than thirty years. The PAA may attach conditions to the Plan Approval decision that are necessary to ensure substantial compliance with Section 10, or to mitigate any extraordinary adverse potential impacts of the Project on nearby properties.

10.2 Plan Disapproval. A Plan Approval application may be disapproved only where the PAA finds that:

1. the Applicant has not submitted the required fees and information as set forth in the Regulations; or
2. the Project as described in the application does not meet all of the requirements and standards set forth in Section 10 and the PAA Regulations, or that a requested waiver therefrom has not been granted; or
3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

10.3 Waivers. Upon the request of the Applicant and subject to compliance with the Governing Laws and Section 10. 5.10, the Plan Approval Authority may waive dimensional and other requirements of Section 10, including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the SGOD, or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under Section 10.

10.4 Project Phasing. The PAA, as a condition of any Plan Approval, may allow a Project to be phased at the request of the Applicant, or it may require a Project to be phased for the purpose of coordinating its development with the construction of Planned Infrastructure Improvements (as that term is defined under 760 CMR 59.00), or to mitigate any extraordinary adverse Project impacts on nearby properties. For Projects that are approved and developed in phases, unless otherwise explicitly approved in writing by the Department in relation to the specific Project, the proportion of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1.

10.5 Form of Decision. The PAA shall issue to the Applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If a plan is approved by reason of the failure of the PAA to timely act, the Town Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of

deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the Applicant.

10.6 Validity of Decision. A Plan Approval shall remain valid and shall run with the land indefinitely, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence construction, or as may be provided in a Plan Approval for a multi-phase Project.

11. CHANGE IN PLANS AFTER APPROVAL BY PAA

11.1 Minor Change. After Plan Approval, an Applicant may apply to make minor changes in a Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision and provide a copy to the Applicant for filing with the Town Clerk.

11.2 Major Change. Those changes deemed by the PAA to constitute a major change in a Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to Sections 10. 8.0 - through 10. 12.0.

12. DESIGN STANDARDS - GENERAL

12.1. Design Standards. The Plan Approval Authority may adopt, by simple majority vote, Design Standards which shall be applicable to Development Projects subject to Plan Approval by the Plan Approval Authority. Such Design Standards must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. DHCD may, at its discretion, may require Design Standards to contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

12.2. DHCD Approval. After adopting Design Standards, the PAA shall submit Design Standards to DHCD for approval. Design Standards shall not take effect until approved by DHCD and filed with the Town Clerk. In submitting proposed Design Standard for DHCD approval, the PAA shall also submit sufficient documentation clearly showing that the proposed Design Standards will not add unreasonable costs to Development Projects or unreasonably impair the economic feasibility of a Development Project. A letter from a developer, property owner or other interested party indicating that the Design Standards will not add unreasonable costs or unreasonably impair (as such term is defined under 760 CMR 59.02) the economic feasibility of a Development Project shall not constitute sufficient documentation. At its discretion, DHCD may disapprove Design Standards if it finds that the PAA has not adopted objective Design Standards or has not submitted such documentation.

12.3. Plan Approval. An application for Plan Approval that has been submitted to the Town Clerk pursuant to this Section 10 shall not be subject to Design Standards that have not been approved by DHCD and filed with the Town Clerk.

13. SEVERABILITY

If any provision of Section 10 is found to be invalid by a court of competent jurisdiction, the remainder of Section 10 shall not be affected but shall remain in full force. The invalidity of any provision of Section 10 shall not affect the validity of the remainder of the Montague Zoning Bylaws.

(Planning Board Request)

ARTICLE 31: That the Town vote in accordance with MGL c. 40, § 15A to transfer from the board or commission having the care, custody, and control of a parcel of land containing 2.27 acres of land, more or less, located at 11 Power Street and identified as Assessors' Parcel ID 03-0-027 further described in a deed recorded with the Franklin Registry of Deeds in Book 6418, Page 65, and referenced in a judgement in a tax lien case recorded with said Registry in Book 7959, Page 332 and shown on a plan recorded with said Registry in Plan Book 133, Page 21 to the Selectboard for the purposes of economic development or the development of low or moderate income housing; and further, that the Selectboard be authorized to sell, lease, transfer or convey any portion or all of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Montague Economic Development and Industrial Corporation, and further that the Selectboard be authorized to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 32: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors'

Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes or for developing low or moderate housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 33: To see if the Town will vote to amend the Town’s General Bylaws to add a new Bylaw, to be titled “Demolition Delay”, as shown below, and to authorize the Town Clerk to assign such numbering as is appropriate to bring said bylaw into conformance with the existing codification, or to pass any vote or votes in relation thereto.

DRAFT submitted for Counsel Review. Approved by Historic Commission

Montague Demolition Delay Bylaw

§ 1 Purpose.

The purpose of this Bylaw is to preserve and protect, through advance notice of their proposed demolition, Significant Buildings within the Town of Montague which constitute or reflect distinctive features of the architectural, cultural, political, economic, or social history of the Town, to encourage owners of Preferably Preserved Significant Buildings to seek out persons who might be willing to purchase and to preserve, rehabilitate, or restore such buildings rather than demolish them, to alert residents of the Town to impending demolitions of Significant Buildings, and by furthering these purposes to promote the public welfare, to preserve the resources of the Town, and to make the Town a more attractive and desirable place to live. To achieve these purposes, the Montague Historical Commission is empowered to advise the Montague Inspector of Buildings with respect to the issuance of permits involving demolition, and the issuance of demolition permits for Significant Buildings is regulated as provided in this Bylaw.

§ 2 Definitions.

As used in this Bylaw, the following terms shall have the meanings indicated:

APPLICATION

An application for a permit involving the demolition of a Significant Building. Every application shall include the address of the building to be demolished, the owner's name, address and telephone number, photographs of all sides of the building visible from a public way taken within the past year, plans, a narrative description of the building and justification of the

proposed demolition, and a brief description of the proposed reuse, reconstruction, or replacement.

BUILDING

Any combination of materials capable of providing shelter for persons, animals, or property.

COMMISSION

The Montague Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing, or razing a structure or significant portion thereof, or commencing the work of total or substantial destruction with the intent of completing the same. Significant portion is defined as twenty-five percent (25%) of the volume of the building or structure, or twenty-five percent (25%) of the roof structure. For purposes of this Bylaw, the term "demolition" shall not include the ordinary maintenance or repair of any building or structure, interior renovations, or removal or demolition of any ancillary portion of a structure such as porches, decks, or windows, provided that in the instance of demolition of said ancillary portions for the purpose of repair or replacement, said repair or replacement shall be done using like-kind or better materials.

DEMOLITION PERMIT

A permit issued by the Inspector of Buildings under the State Building Code for the demolition of a building or structure.

INSPECTOR OF BUILDINGS

The administrative chief of the building department in a municipality who is charged with the administration and enforcement of 780 CMR, the Massachusetts State Building Code.

SIGNIFICANT BUILDING

- A.** Any building or structure individually listed on the National Register of Historic Places or is the subject of a pending application for listing on said National Register; or
- B.** Any building or structure evaluated by Massachusetts Historical Commission to be a contributing building within a National Register or State Register District; or
- C.** Any building or structure which has been certified by the Massachusetts Historical Commission to meet eligibility requirements for individual listing on the National Register of Historical Buildings; or
- D.** Any Building or structure constructed, or a portion of which was constructed, over 100 years ago that contributes to the historical or architectural heritage or resources of the Town.

§ 3 Preferably Preserved Significant Buildings.

A. A Preferably Preserved Significant Building is any Significant Building which the Montague Historical Commission determines, pursuant to the procedure detailed in § 4, is in the public interest to be preserved or rehabilitated rather than to be demolished. A Preferably Preserved Significant Building is subject to the one-year delay period of this Bylaw.

B. The Montague Historical Commission may determine that a building or structure be designated as a Preferably Preserved Significant Building if it meets one or more of the following criteria:

(1) It is listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending application for listing on said National Register; or

(2) The Montague Historical Commission determines that the structure meets one or more of the following three criteria:

(a) Historical importance. The structure meets the criteria of historical importance if it:

[1] Has character, interest, or value as part of the development, heritage or cultural characteristics of the Town of Montague, the Commonwealth of Massachusetts, or the nation; or

[2] Is the site of an historic event; or

[3] Is identified with a person or group of persons who had some influence on society; or

[4] Exemplifies the cultural, political, economic, social, or historic heritage of the community.

(b) Architectural importance. The structure meets the criteria of architectural importance if it:

[1] Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or

[2] Embodies those distinguishing characteristics of an architectural type; or

[3] Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town; or

[4] Contains elements of architectural design, detail, materials, or craftsmanship which represent a significant innovation.

(c) Geographic importance. The structure meets the criteria of geographic importance if:

[1] The site is part of, or related to, a square, park, or other distinctive area; or

[2] The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, or the community as a whole.

§ 4 Procedure.

A. No permit for the demolition of any building or structure shall be issued other than in conformity with this Bylaw. The Inspector of Buildings, on the day of receipt of an application for demolition of a Significant Building or within seven days, shall cause a copy of each such permit application to be forwarded to the Montague Historical Commission. At such time, the applicant will be notified that their permit application has been submitted to the Montague Historical Commission. No demolition permit shall be issued at that time, unless the Inspector of Buildings deems the building is in need of emergency demolition and the emergency demolition provisions of this Bylaw have been met.

B. The Montague Historical Commission shall hold a public hearing within 45 days of receiving a copy of such application and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least 14 days before said hearing. The Montague Historical Commission shall mail a copy of said notice to the applicant and shall, at least seven days prior to said hearing, notify the Selectboard, Town Administrator, Inspector of Buildings, Planning Department, Planning Board, Zoning Board of Appeals, and such other persons as the Montague Historical Commission shall deem entitled to notice. The applicant shall notify all abutting landowners as they appear on the most recent local tax list no later than seven days prior to said hearing.

C. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would not be detrimental to the historical or architectural heritage or resources of the Town, the Montague Historical Commission shall so notify the Inspector of Buildings and Selectboard within seven days of such determination. Upon receipt of such notification, or after the expiration of 21 days from the date of the close of the public hearing, if he or she has not received notification from the Montague Historical Commission, the Inspector of Buildings may, subject to the requirements of the State Building Code and any other applicable laws, rules, or regulations, issue the demolition permit.

D. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would be detrimental to the historical or architectural heritage or resources of the Town, such building shall be considered a Preferably Preserved Significant Building. The Montague Historical Commission's determination remains in effect for one year from the date of decision. Upon a determination by the Montague Historical Commission that the Significant Building which is the subject of the application for a demolition permit is a Preferably Preserved Significant Building, the Montague Historical Commission shall, within seven days, so advise the applicant by registered mail, and the Inspector of Buildings, and no demolition permit may be issued until at least one year after the date of designation as a Preferably Preserved Significant Building. The applicant shall, upon notice of said designation, secure the building or site against vandalism, fire or other destruction and post a copy of said designation on the building in a place visible from the nearest public way. The applicant shall give reasonable access to the building or site to the Montague Historical Commission.

E. Notwithstanding the preceding section, the Inspector of Buildings may issue a demolition permit for a Preferably Preserved Significant Building at any time after receipt of written advice from the Montague Historical Commission to the effect that either:

(1) The Montague Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, or restore such building; or

(2) The Montague Historical Commission is satisfied that reasonable efforts have been made to identify a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

§ 5 Emergency demolition.

Nothing in this Bylaw shall be construed to derogate in any way from the authority of the Inspector of Buildings derived from Massachusetts General Laws Chapter 143.

A. If a building poses an immediate threat to public health or safety due to its deteriorated condition, the owner of such building or structure may request issuance of an emergency demolition permit from the Inspector of Buildings.

B. Upon receipt of any application for an emergency demolition permit, the Inspector of Buildings shall within five days transmit a copy thereof to the Montague Historical Commission.

- C.** As soon as is practicable, but within 14 days after receipt of such an application, and regardless as to whether a copy of the emergency demolition permit has been transmitted to the Montague Historical Commission, the Inspector of Buildings shall inspect the building with an inspection team consisting of the Inspector of Buildings, Fire Chief, Montague Historical Commission Chair, or the designees of said officials.
- D.** Within five days after inspection of the building and after consultation with other members of the inspection team, the Inspector of Buildings shall determine:
- (1)** Whether the condition of the building or structure represents a serious and imminent threat to public health and safety; and
 - (2)** Whether there is any reasonable alternative to the immediate demolition of the building which would protect public health and safety.
- E.** If the Inspector of Buildings finds 1) that the condition of the building or structure poses a serious and imminent threat to public health and safety, and 2) that there is no reasonable alternative to the immediate demolition of the building or structure which would protect public health and safety, then the Inspector of Buildings may issue an emergency demolition permit to the owner of the building.
- F.** If the Inspector of Buildings finds 1) that the condition of the building does not pose a serious and imminent threat to public health and safety, and/or 2) that there are reasonable alternatives to the immediate demolition of the building which would protect public health and safety, then the Inspector of Buildings may refuse to issue an emergency demolition permit to the owner of the building or structure.
- G.** Upon issuing an emergency demolition permit under the provisions of this section, the Inspector of Buildings shall submit a brief written report to the Montague Historical Commission describing the condition of the building and the basis for his/her decision to issue an emergency demolition permit. Nothing in this section shall be inconsistent with the procedure for the demolition and/or securing of buildings and structures established by G.L. c. 143, §§ 6 through 10.

§ 6 Enforcement and remedies.

The Inspector of Buildings is specifically authorized to institute any and all actions and proceedings, in law or equity, as he/she may deem necessary and appropriate to obtain compliance with the provisions of this Bylaw or to prevent a threatened violation thereof.

- A.** No permit for erection of a new structure on the site of an existing Preferably Preserved Significant Building may be issued prior to issuance of a permit for demolition of such existing building.

- B.** No permit for erection of a new building, paving of drives or for parking shall be issued for one year from the commencement of such work if a structure is demolished in violation of this Bylaw. The Commission may suspend this moratorium if it determines that earlier reconstruction, restoration, or other remediation of any demolition in violation of this Bylaw better serves the intent and purpose of this Bylaw.
- C.** Any owner of a building and/or structure subject to this Bylaw who knowingly acts to demolish said building and/or structure, or damage a portion of a building or structure in a way which increases its likelihood of total failure, without first obtaining a building permit for demolition in accordance with the provisions of this Bylaw, or who likewise by some causative action contributes to the deterioration of said building or structure during the demolition review period, shall be in violation of this Bylaw and subject to enforcement by a noncriminal complaint pursuant to the provisions of G.L. c. 40, § 21D, as amended.
- D.** Notwithstanding the provisions of Article 30 of the Town of Montague Bylaws, the fine for any such violation shall be \$300 for each offense. Each day the violation exists shall constitute a separate offense until the demolished building is rebuilt or recreated as directed by the Montague Historical Commission, or unless otherwise agreed to by the Montague Historical Commission.

§ 7 Historic Districts Act.

If any provision of this Bylaw conflicts with Massachusetts General Laws Chapter 40C, the Historic District Act, that Act shall prevail.

(Historical Commission Request)

ARTICLE 34:

FAIR SHARE AMENDMENT-MONTAGUE RESOLUTION OF SUPPORT

WHEREAS, Massachusetts needed new investments in our transportation and public education systems even before the COVID-19 pandemic, and those investments are needed more than ever to lift our economy into an equitable and long-lasting recovery;

WHEREAS, the best way to help working families and rebuild a strong economy for us all is to make sure that we have quality public schools for our children, affordable public higher education, and a reliable transportation system; and

WHEREAS, Montague has numerous structurally deficient bridges and overdue road repair and replacement projects; and

WHEREAS, students need a well-rounded education and major investments in public education are needed to help students recover academically, socially, and emotionally from the COVID-19 pandemic; and

WHEREAS, tuitions and fees at our public colleges are among the highest in the country, forcing students to take on enormous debt just to receive a degree; and

WHEREAS, new state revenue is necessary to rebuild crumbling roads and bridges, improve our public schools from Pre-K through college, expand access to vocational and technical training invest in reliable and decarbonized public transportation, make public higher education affordable again, and expand opportunities for healthy walking and bicycling; and

WHEREAS, wealth Massachusetts residents saw their investments grow during the pandemic while working families struggled, and Massachusetts' wealthiest residents should pay their fair share to support our communities and grow our economy; and

WHEREAS, the Legislature's Constitutional Convention voted 159-41 to place the Fair Share Amendment on the November 2022 statewide ballot;

THEREFORE, let it be resolved that the Montague Town Meeting Supports the proposed Fair Share Amendment that would create an additional tax of four percentage points on annual income above one million dollars and dedicate the funds raised by this tax to quality public education, affordable public colleges and universities, and for the repair and maintenance of roads, bridges, and public transportation.

(Petitioned Article)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 11th day of April in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 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 seven days before said meeting as within directed.

Constable of Montague



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.fрта.org Tel: (413)774-2262 Fax: (413)772-2202

MEETING NOTICE

**The Advisory Board
Of the
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, March 17, 2022
4:00 p.m. – 5:00 p.m.

You may join the meeting from your computer, tablet or smartphone at:
<https://us02web.zoom.us/j/81583176181?pwd=MDIvRHFBbDdJODFDMmJHSHhoYm1HUT09>

You can also dial in by your location:
1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)
Meeting ID: 815 8317 6181
Passcode: 349389

AGENDA

1. Introductions (2 minutes)
2. Review and Vote to Accept Minutes from November 18, 2021 (3 minutes)
3. Old Business: Update on HST and Legislative Task Force (5 minutes)
4. Maintenance Facility Project Update (10 minutes)
5. Discussion/Update on Discretionary Grant and Workforce Transportation Grant (10 minutes)
6. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (5 minutes)
7. Discussion/Update on Public Hearings (5 minutes)
8. New Business: Review Advisory Board By-Laws (10 minutes)
9. Transit Advisory Committee Updates (5 minutes)
10. FRTA Updates (5 minutes)
11. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Tuesday, March 29, 2022 5:37 PM
To: WendyB-Montague Selectboard
Cc: Rich Kuklewicz; Walter Ramsey - Montague Planner
Subject: FirstLight AIP and Comprehensive Settlement Update
Attachments: 20220214 Final AIP Whitewater.pdf; 20220202 Final AIP Recreation.pdf; 20220317 Final AIP Flows and Fish Passage.pdf; 20220317 FL Status Update.pdf

Hi Wendy

Please include the following on the Selectboard’s April 4 agenda as a stand-alone item (not in TA Business). You may include this email in the meeting packet.

FirstLight AIP and Comprehensive Settlement Update

I will suggest we allow ten minutes for it and if the board wants to do a deeper dive we can schedule it for further discussion the week following. I will not detail specifics of the three attached Agreements in Principle, but want them in the public record for accessibility.

I will plan to highlight misalignments relative to the flow rates presented in the Fish & Flow AIP, which are at times promised at only half of what is agreed to in the Whitewater AIP. Additionally, the F Fish & Flow AIP presents some very drawn out timelines for specific improvements that would likely have implications for some recreational projects. These differences have created uncertainty relative to the prospects for a comprehensive settlement, creating uncertainty as we move forward.

With regard to the timeline for a comprehensive settlement, FirstLight has requested that FERC allow the process to be completed by the end of the summer as opposed to June 30.

Steve
Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)



Northfield Mountain Station
99 Millers Falls Road
Northfield, MA 01360
Ph.: (413) 659-4489
Fax: (413) 659-4469
Email: alan.douglass@firstlightpower.com

Alan Douglass
Regulatory Compliance Manager

March 17, 2022

Via Electronic Filing

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC, Status Update

Dear Secretary Bose:

As the Federal Energy Regulatory Commission (FERC) is aware from recent filings, over the course of the past several months, the licensees for the above-referenced projects (collectively, FirstLight) have been engaged with federal and state resource agencies, local communities, environmental organizations, Native American tribes, and other stakeholders in renewed discussions on a broad range of issues pertaining to fish passage, stream flows, recreation, and cultural resources related to relicensing of the projects.

On February 28, 2022, FirstLight filed with FERC Agreements-in-Principle (AIP) on Whitewater Boating Releases and Recreation Improvements. In that same letter, FirstLight indicated it had reached conceptual agreement on a Flows¹ and Fish Passage AIP. Please find attached the AIP for Flows and Fish Passage, including the signature pages.

FirstLight and the stakeholders are now negotiating a comprehensive, binding Settlement Agreement that aims to fully resolve all relicensing issues. FirstLight is targeting the summer 2022, for filing the Settlement Agreement and again requests FERC to reserve issuing its Ready for Environmental Analysis Notice until after the Settlement Agreement is filed. FirstLight and the stakeholders needed to adjust the previous Settlement Agreement schedule due to the delay in finalizing the Flows and Fish Passage AIP.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Alan J. Douglass".

Alan Douglass
Regulatory Compliance Manager

Attachments: AIP for Flows and Fish Passage

¹ Flows refers to Project operations including bypass flows, base flows, ramping, and water level management.

**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**

March 17, 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.

WHEREAS, FirstLight has been engaged specifically with the Parties to this Agreement in Principle (AIP), including the Massachusetts Division of Fisheries and Wildlife (MDFW), Massachusetts Natural Heritage and Endangered Species Program (NHESP), National Marine Fisheries Service (NMFS), The Nature Conservancy (TNC), and the United States Fish and Wildlife Service (USFWS). The Parties have now achieved conceptual agreement on minimum bypass flows to benefit fisheries resources and their habitats, operational restrictions to benefit downstream fish and wildlife habitat, and project modifications to improve upstream and downstream fish passage, designed to function as part of a framework for FERC's proposed action to be analyzed in the ESA section 7 context, Federal Power Act Section 18 prescriptions and for development of a Final Settlement Agreement facilitating the resolution of all issues relating to the relicensing of the Projects. The Parties are still negotiating certain critical elements such as a protocol for dampening Great River Hydro (GRH) peaking flows, the Cobblestone tiger beetle mitigation plan, and fish passage performance metrics and adaptive management provisions.

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

PART I: OVERVIEW AND INTENT

- A. The Parties agree to negotiate toward a Final Settlement Agreement based on the terms of this AIP, with the intention reaching a Final Settlement Agreement, if one can be reached, no later than June 30, 2022.
- B. 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 impoundment bank erosion) and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.
- C. 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. The signatories to this AIP are the principal negotiators for each Party, who represent by their signatures only that:
 - They have informed their respective management or leadership of the terms of this AIP.
 - They have been authorized to negotiate toward a Final Settlement Agreement based in substance on the terms of this AIP.
- D. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- E. 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.
- F. 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 or as evidence that any term should or should not be incorporated into the New Licenses for the Turners Falls and Northfield Mountain Projects.
- G. Nothing in this Agreement shall be construed as a waiver of any state or federal agency authority to carry out its statutory and regulatory mandates, including the requirement for FERC to engage in consultation under Section 7 of the Endangered Species Act. All parties understand that the terms conceptually agreed upon in this document do not circumscribe the authority of the agencies or their analyses under Section 7 of the Endangered Species Act.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- OPERATIONS

1 OPERATIONS

1.1 Project Operations

1.1.1 Turners Falls Project Operations

- (a) FirstLight shall operate the Turners Falls Hydroelectric Project in accordance with the following operational flow regime until the third (3rd) anniversary of the date of license issuance.

FirstLight has included two timing elements to address the new operational paradigm. From license issuance until the third (3rd) anniversary of the date of license issuance, FirstLight shall institute the minimum flows in the bypass and below Cabot Station and Cabot Station up/down ramping in paragraph (a) and (b), as a license condition, and also put processes in place with GRH and ISO-NE to assure success in meeting its obligations for Flow Stabilization restrictions described in paragraph (c). In addition, Station No. 1 upgrades (described later) will be completed during this period. FirstLight also will submit to FERC for approval no later than 1 year after license issuance a project operation, monitoring and reporting plan after consultation with the agencies. On the third (3rd) anniversary of the date of license issuance and upon FERC's approval of the project operation, monitoring and reporting plan, FirstLight shall institute the full suite of flow enhancements shown in paragraphs (a), (b) and (c) (i.e., minimum flows in bypass and below Cabot Station, Cabot Station up/down ramping and flow stabilization restrictions). Table 1.1.1-1 summarizes the operations from license issuance through the third (3rd) anniversary of the date of license issuance.

Table 1.1.1-1: Operating Conditions from License Issuance through the third (3rd) anniversary of the date of license issuance: Turners Falls Dam Minimum Flow, Station No. 1 Minimum Flow, below Cabot Station Minimum Flows, Cabot Station Ramping, and Flexible Operations

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	7. Allowable Deviations from Ramping
01/01-03/31	1,500 cfs or the Naturally Routed Flow (NRF), whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	0 hours of Flexible Operations
04/01-05/15	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
05/16-05/31	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs	6,800 cfs or NRF, whichever is less (4,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs	5,800 cfs or NRF, whichever is less (3,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
07/01-07/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	N/A
07/16-07/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	
08/01-08/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	N/A
08/16-08/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	N/A	
09/01-09/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
09/16-09/30	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
10/01-10/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
10/16-10/31	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
11/01-11/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
11/16-11/30	1,500 cfs or 90% of the NRF, whichever is less	400 cfs ³	1,100 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
12/01-12/31	1,500 cfs or the NRF, whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A

¹The flow split during these periods is approximately 67% from the Turners Falls Dam and 33% from Station No. 1. If FirstLight conducts further testing, in consultation with the National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and Massachusetts Division of Fish and Wildlife (MDFW) and determines that migratory fish are not delayed by passing a greater percentage of the bypass flow via Station No. 1, it may increase the percentage through Station No. 1 upon written concurrence of those agencies. If further testing shows that the flow split could potentially be modified, FirstLight shall consult with American Whitewater (AW), Appalachian Mountain Club (AMC), Zoar Outdoors, Crab Apple Whitewater, Inc and New England FLOW relative to any changes in the flow split and address those entities comments in any filing before FERC or the Massachusetts Department of Environmental Protection (MDEP).

²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1 subject to footnote 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 250 cfs or a maximum of 400 cfs, subject to footnote 6. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 400 cfs subject to footnote 3.

³The design maximum capacity of the canal gate is 400 cfs. FirstLight commits to opening the attraction flow gate to its maximum opening and will implement ice mitigation measures to maintain the maximum opening, if necessary, and monitor gate operations to determine if supplemental measures, such as cable heating the gate, are needed to maintain flows at or as close to 400 cfs as possible.

⁴To maintain the flow split, Station No. 1 must be automated, which will not occur until Year 3 of the license. FirstLight proposes to maintain the flow split such that the Turners Falls Dam discharge will be as shown above, or higher flows will be spilled, in cases where the additional flow cannot be passed through Station No. 1.

⁵The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight may reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight may reduce its Station No. 1 discharge by 113 cfs.

⁶ The 250 cfs is subject to an inspection of rare plant species in the bypass under Turners Falls Dam spillage flows ranging from 250-400 cfs in the first 4 years after license issuance. The entity conducting the inspection of rare plants will be resolved by the Parties as part of the Comprehensive Settlement Agreement. Pending the results of the study, NHESP may authorize that the Turners Falls Dam discharge be increased up to a maximum of 400 cfs with the portion of the bypass flow coming from Station No. 1 reduced by the corresponding amount. The Parties agree to discuss this issue further as part of Comprehensive Settlement discussions due to competing interests from multi-day through paddlers and flatwater paddlers.

The bypass flows and minimum flow below Cabot Station may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among FirstLight for Projects Nos. 1889 and 2485 and the USFWS, NMFS, MDEP, and MDFW.

- (b) The NRF represents the inflow to the Turners Falls Dam. The NRF is defined as the sum of the Vernon Hydroelectric Project total discharge from 12 hours previous, Ashuelot River United States Geological Survey (USGS) gage flow from 12 hours previous, and Millers River USGS gage flow from 12 hours previous.
- (c) FirstLight shall operate the Turners Falls Project in accordance with the conditions in paragraph (a) and the following operational flow regime beginning on the third (3rd) anniversary of the date of license issuance (see Table 1.1.1-2).

Table 1.1.1-2: Operating Conditions starting on the third (3rd) anniversary of the date of license issuance: Turners Falls Dam Minimum Flow, Station No. 1 Minimum Flow, below Cabot Station Minimum Flows, Flow Stabilization, Cabot Station Ramping and Flexible Operations

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Flow Stabilization to Protect Shad Spawning (4/1-5/15), Puritan and Cobblestone Tiger Beetles, and state listed mussel and plant species (5/16-11/30)	7. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	8. Allowable Deviations from Flow Stabilization
01/01-03/31	1,500 cfs or the Naturally Routed Flow (NRF), whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A	0 hours of Flexible Operations
04/01-05/15	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station from 7 PM to Midnight, with deviations up to +/-20% allowed for up to 22 hours.	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
05/16-05/31	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station from 7 pm to Midnight, with deviations up to +/-20% for up to 18 hours.	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs	6,800 cfs or NRF, whichever is less (4,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 7 hours	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs	5,800 cfs or NRF, whichever is less (3,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 7 hours	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
07/01-07/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 55 hours	N/A	20 hours of Flexible Operations with no more than 7 flex events per month (Jul).
07/16-07/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less			
08/01-08/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less			
08/16-08/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 27 hours	N/A	26 hours of Flexible Operations with no more than 7 flex events per month (Aug).
09/01-09/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 44 hours	N/A	23 hours of Flexible Operations with no more than 7 flex events per month (Sep).
09/16-09/30	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
10/01-10/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
10/16-10/31	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
11/01-11/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 11 hours	N/A	28 hours of Flexible Operations with no more than 7 flex events per month (Nov).
11/16-11/30	1,500 cfs or 90 % of the NRF, whichever is less	400 cfs ³	1,100 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
12/01-12/31	1,500 cfs or the NRF, whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A	N/A

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Flow Stabilization to Protect Shad Spawning (4/1-5/15) and Puritan Tiger Beetles (5/16-11/15)	7. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	8. Allowable Deviations from Ramping and Flow Stabilization
<p>¹The flow split during these periods is approximately 67% from the Turners Falls Dam and 33% from Station No. 1. If FirstLight conducts further testing, in consultation with the NMFS, USFWS and MDFW and determines that migratory fish are not delayed by passing a greater percentage of the bypass flow via Station No. 1, it may increase the percentage through Station No. 1 upon written concurrence of those agencies. If further testing shows that the flow split could potentially be modified, FirstLight shall consult with American Whitewater (AW), Appalachian Mountain Club (AMC), Zoar Outdoors, Crab Apple Whitewater, Inc and New England FLOW relative to any changes in the flow split and address those entities comments in any filing before FERC or the Massachusetts Department of Environmental Protection (MDEP).</p> <p>²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1, subject to footnote 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 250 cfs or a maximum of 400 cfs, subject to footnote 6. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 400 cfs subject to footnote 3.</p> <p>³The design maximum capacity of the canal gate is 400 cfs. FirstLight commits to opening the attraction flow gate to its maximum opening and will implement ice mitigation measures to maintain the maximum opening, if necessary, and monitor gate operations to determine if supplemental measures, such as cable heating the gate, are needed to maintain flows at or as close to 400 cfs as possible.</p> <p>⁴To maintain the flow split, Station No. 1 must be automated, which will not occur until Year 3 of the license. FirstLight proposes to maintain the flow split such that the Turners Falls Dam discharge will be as shown above, or higher flows will be spilled, in cases where the additional flow cannot be passed through Station No. 1.</p> <p>⁵The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight may reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight may reduce its Station No. 1 discharge by 113 cfs.</p> <p>⁶ The 250 cfs is subject to an inspection of rare plant species in the bypass under Turners Falls Dam spillage flows ranging from 250-400 cfs in the first 4 years after license issuance. The entity conducting the inspection of rare plants will be resolved by the Parties as part of the Comprehensive Settlement Agreement. Pending the results of the study, NHESP may authorize that the Turners Falls Dam discharge be increased up to a maximum of 400 cfs with the portion of the bypass flow coming from Station No. 1 reduced by the corresponding amount. The Parties agree to discuss this issue further as part of Comprehensive Settlement discussions due to competing interests from multi-day through paddlers and flatwater paddlers.</p>							

FirstLight agrees that as part of an off-license agreement, it will plan for and begin implementation of the proposed flow stabilization measures in Table 1.2.1-2 upon license issuance, recognizing that it will not be required to demonstrate to FERC or the Parties that it is meeting the flow stabilization requirements in Column 6 of Table 1.2.1-2 until the third (3rd) anniversary of the date of license issuance. FirstLight agrees to provide reports to the Parties to demonstrate substantive progress towards implementing the flow stabilization requirements. The Parties agree to determine the frequency of reporting as part of the Comprehensive Settlement Agreement.

In addition, FirstLight will have restricted discretionary flexible operating capability to respond to elevated energy prices (as defined in paragraph (d) below) between July 1 and November 30, as well as unrestricted capability to respond to emergencies, ISO-NE transmission and power system requirements, and other regulatory requirements (as defined in paragraph (e) below).

(d) Flexible operations allow for deviation from the prescribed operating limits (defined as Flow Stabilization and Cabot Station Ramping which are shown in Columns 6 and 7 of Table 1.2.1-2 in paragraph (c)). Such flexible operations are limited to the July 1 to November 30 period and will occur at the discretion of FirstLight and will be limited by a maximum number of hours and events per period as shown in Column 8 of Table 1.2.1-2 in paragraph (c).

(e) If compliance with the prescribed operating limits (defined as Flow Stabilization and Cabot Station Ramping which are shown in Columns 6 and 7 of Table 1.2.1-2 in paragraph (c)) would cause FirstLight to violate or breach any law, any applicable license, permit, approval, consent, exemption or authorization from a federal, state, or local governmental authority, any agreement with a governmental entity, or any tariff, capacity rating requirement, ramping criterion, or other requirement of the ISO-NE or its successors (ISO-NE)¹, FirstLight may deviate from the prescribed operating limitations to the least degree necessary in order to avoid such violation or breach. In addition, FirstLight may deviate from the operating limits for the following reasons:

- To implement Flood Flow Operations as defined in paragraph (g) below.
- To perform demonstrations of the resources' operating capabilities under ISO-NE rules and procedures. FirstLight will use best efforts to be allowed by ISO-NE to perform these demonstrations at times that will not cause it to deviate from the operating limits, with recognition that the April 1 to June 30 period will be avoided to the maximum extent possible.
- To manage the Turners Falls Impoundment (TFI) to stay within license limits, with recognition that the April 1 to June 30 period will be avoided to the maximum extent possible.
- If compliance with the prescribed operating limitations would cause a public safety hazard or prevent timely rescue.

From license issuance until the third (3rd) anniversary of the date of license issuance, FirstLight shall document on an hourly basis for each day any deviations from the Cabot Station Ramping restrictions and the same in the third (3rd) anniversary of the date of license issuance to license expiration from the Cabot Station restrictions and Flow Stabilization restrictions. Each day, between April 1 and November 30 any deviations would be recorded in a spreadsheet showing the daily deviations, the reason for the deviation, the number of hours and scope. The Parties agree to determine the frequency of reporting as part of the

¹ISO-NE requirements are conditions when ISO-NE requires FirstLight to be fully available and, if necessary, responsive. Some examples include ISO-NE reserve deficiencies (a.k.a. reserve constraint penalty factors) when reserves are depleted on the power grid, for fuel security emergencies or scarcity events, for ISO-NE system (or system) stability (e.g., VAR support), and system over supply (negative prices).

Comprehensive Settlement Agreement. In addition, FirstLight shall provide the total number of deviations and supply it to the USFWS, NMFS, MDFW and MDEP on an annual basis no later than March 1 of each year. Deviations will be tracked as follows:

- Identify Deviations: At the top of each hour, FirstLight will record the maximum and minimum total Project discharge and Cabot Station discharge which occurred over the past hour. The NRF (as detailed in paragraph (b) of the “Operational Regime” section) will be compared with the recorded range of Project discharge in a given hour to identify if a Flow Stabilization deviation occurred over the past hour. The recorded range of Cabot Station discharge will be reviewed each hour to see if a Cabot Station Ramping violation occurred. Any deviation within the hour will be counted in one-hour increments.
 - Categorize Deviations: When a deviation is identified it will be categorized as either Regulatory (as detailed in paragraph (e) of the “Turners Falls Project Operations” in Section 1.2.1 of this Proposal), NRF Allowance (as detailed in paragraph (d) of the “Turners Falls Impoundment Water Level Management” in Section 1.2.2 of this Proposal), or Discretionary (as detailed in paragraph (d) of the “Operational Regime” section of this Proposal).
- (f) Cabot Emergency Gate Use. FirstLight shall use the Cabot Emergency Gates under the following conditions: a) in case of a Cabot load rejection², b) in the case of dam safety issues such as potential canal overtopping or partial breach, and c) to discharge approximately 500 cfs between April 1 and June 15 for debris management. FirstLight shall avoid discharging higher flows through the gates from April 1 to June 15 whenever possible; however, if necessary, FirstLight shall coordinate with NMFS to minimize potential impacts to Shortnose Sturgeon in the area below Cabot Station.
- (g) Flood Flow Operations. FirstLight shall operate the Turners Falls Project in accordance with its existing agreement with the United States Army Corp of Engineers (USACOE). This agreement, memorialized in the *Reservoir and River Flow Management Procedures* (1976), as it may be amended from time to time, governs how the Turners Falls Project shall operate during flood conditions³ and coordinate its operations with the Licensee of the Northfield Mountain Project (FERC No. 2485).
- (h) The Parties agree that as part of the Final Settlement Agreement they will work to develop a mutually-agreeable protocol to dampen the magnitude of Great River Hydro’s (GRH) Vernon Hydroelectric Project (FERC No. 1904) flexible operations discharges (i.e., peaking releases) below FirstLight’s Turners Falls Project from July 1 through November 30 .

1.1.2 *Turners Falls Impoundment Water Level Management*

- (a) FirstLight shall operate the TFI, as measured at the Turners Falls Dam, between elevation 176.0 feet and 185.0 feet NGVD29.
- (b) FirstLight shall limit the rate of rise of the TFI water level, as measured at the Turners Falls Dam, to be less than 0.9 feet/hour from May 15 to August 15 between the hours of 8:00 am and 2:00 pm for the protection of odonates.

² A load rejection is when the Cabot Station units are suddenly shut off. If this were to occur, the canal could potentially be overtopped. To prevent overtopping, the Cabot Emergency Gates open so that incoming flow down the power canal can be discharged via the Cabot Emergency Gates. Load rejections could occur at any time.

³ These procedures define a flood as the NRF in excess of 65,000 cfs. However, these procedures implement measures for flood control when the NRF reaches 30,000 cfs.

- (c) The rate of rise of the TFI may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among the Licensees for Projects Nos. 1889 and 2485 and the USFWS, NMFS and MDFW.
- (d) FirstLight is entitled to increase the allowable NRF deviation from $\pm 10\%$ to $\pm 20\%$ in order to better manage TFI water levels. The increased flow deviation would be limited by the number of hours shown in Column 6 of Table 1.2.1-2 in paragraph (c) of "Turners Falls Project" in Section 1.2.1 of this Proposal. The allowance for an increased flow deviation outlined in this paragraph is different from the exceptions outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal. As such, the increased flow deviations outlined in this paragraph shall not count against any time allotment for exceptions outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal, and similarly operations meeting the exception criteria outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal shall not count against any time allotment for deviations outlined in this paragraph. Additionally, flow deviations in excess of $\pm 10\%$ of NRF resulting from conflicting operational requirements shall not count against any time allotment for deviations outlined in this paragraph.

1.1.3 Northfield Mountain Pumped Storage Project Operations

- (a) Flood Flow Operations. FirstLight shall operate the Northfield Mountain Project in accordance with its existing agreement with the USACOE. This agreement, memorialized in the Reservoir and River Flow Management Procedures (1976), as it may be amended from time to time, governs how the Northfield Mountain Project shall operate during flood conditions and coordinate its operations with the Licensee of the Turners Falls Project (FERC No. 1889).
- (b) Upper Reservoir Water Level Management: FirstLight shall operate the Northfield Mountain Project Upper Reservoir between elevation 1004.5 and 920.0 feet NGVD29.

1.1.4 Cobblestone Tiger Beetles

As part of Final Settlement FirstLight agrees to work with the Settlement Parties to develop a Cobblestone Tiger Beetle Mitigation Plan. This plan will not include any requirements that limit the capacity of Cabot Station.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- FISH PASSAGE

2 FISH PASSAGE

2.1 Provisions to Provide Bypass Flows

2.1.1 Station No. 1- Improve Operating Range of Turbines

FirstLight will automate the Station No. 1 turbines to throttle the station over a range of flows within 3 years of license issuance.

2.2 Fish Passage Design and Consultation, Fish Passage Efficiency Metrics and Adaptive Management Plans

The Parties agree to the following:

- For any new fish passage facility described in this AIP, FirstLight will consult and obtain approval from the MDFW, NMFS and USFWS on the facility design and on operation and maintenance procedures. For any new fish passage facility, the Parties will attempt to meet agency design guidelines to the extent practicable.
- As part of the Final Settlement Agreement, the Parties will negotiate upstream and downstream fish passage efficiency and timing metrics for the Projects and include the metrics, if agreed upon, as part of the Final Settlement Agreement. The Parties will also negotiate adaptive management measures to be followed if the agreed upon fish passage metrics are not achieved.

2.3 Downstream Fish Passage

2.3.1 Intake Protection at the Northfield Mountain Pumped Storage Project Intake/Tailrace

FirstLight will install a barrier net as conceptually proposed in the Amended Final License Application for the period August 1 to November 15 to protect out-migrating juvenile shad and silver eel, to be operational no later than August 1 of Year 7 after license issuance. The barrier net will be 3/8-inch on the top and 3/4-inch on the bottom. The Parties agree to FirstLight's proposed operational period so long as there is a mechanism for expanding the operational period if daytime pumping operations at the Northfield Mountain Project during the adult alosine fish passage season increase substantially and there is demonstrated additional entrainment. FirstLight will be required to provide the agencies with annual logs of daily operation data with respect to the timing of pumping and generating. FirstLight will also be required to include the Northfield Mountain Project in the study design for effectiveness studies of upstream and downstream fish passage measures at the Turners Falls Project (e.g., deploy receivers at the Northfield Mountain Project lower reservoir intake and sites upstream and downstream of the intake, as well as in the Northfield Mountain Upper Reservoir).

The Parties agree to discuss the possibility of a fund to be used for habitat improvement projects and/or alosine management activities to offset the potential loss of ichthyoplankton through entrainment as part of final settlement discussions.

2.3.2 Cabot Intake Protection and Downstream Passage Conveyance

Within 4 years⁴ of license issuance, FirstLight will replace the existing trashrack structure with a new full depth trashrack with 1-inch clear spacing. In terms of general design concepts, the Parties agree that the new trashracks will have multiple openings for fish passage and that those openings will include both the top and bottom of the water column. The Parties further agree that they will attempt to maximize the hydraulic capacity of these openings within the constraints of the conveyance mechanisms. The Parties have analyzed a number of alternatives and believe the following conceptual design has merit for future exploration of detailed design alternatives:

The new trashrack will have multiple surface entrances including a.) between Units 2 and 3; b.) between Units 4 and 5; and c.) at the right wall of the intake (looking downstream) at Unit 6. These openings will be 3-feet-wide by 2-feet-tall and will connect to the existing trash trough located behind the racks. Each opening at the top of the trashrack will have an approximate hydraulic capacity of 24 cfs, and the existing trash trough will convey a total hydraulic capacity of approximately 72 cfs from these openings. The new trashrack will have an additional entrance near the bottom at the left wall of the intake (looking downstream) at Unit 1. This entrance will be approximately 3-feet-wide by 3-feet-tall and will and will connect to a vertical pipe to safely convey fish to the existing trash trough or log sluice. This entrance will be sized to provide a velocity that attracts fish to the bypass relative to the turbine intakes (approximately 5 feet-per-second).

In addition to the entrances integral to the new trashrack structure, fish will be conveyed via a new uniform acceleration weir (UAW) and log sluice. The log sluice will be resurfaced to limit turbulence and injury to migrants. A steel panel (or equivalent) will be provided below the UAW to exclude migrants from being delayed in the space below the UAW. Total flow from all downstream passage components at Cabot Station will be at least 5% (685 cfs) of maximum hydraulic station capacity (13,728 cfs). The conveyance at each bypass entrance will be determined during the design phase.

FL will consult and obtain approval from the Agencies during the design process as described in Section 2.2.

2.3.3 Station No. 1 Bar Rack

FirstLight will construct a ¾-inch clear-spaced bar rack at the entrance to the Station No. 1 branch canal the same year (see footnote 6) the Cabot Intake Protection and Downstream Passage Conveyance is built, so as to minimize canal outage time.

2.3.4 Plunge Pool below Bascule Gate No. 1

FirstLight will construct a plunge pool downstream of the Bascule Gate No. 1 as part of the construction of the Spillway Lift, to be operational no later than April 1 of Year 9 after license issuance.

⁴ Relative to the Cabot Intake Protection and Downstream Passage Conveyance and the Station No. 1 Bar Rack, the times cited are from license issuance based on the time needed to complete construction. The actual first year of operation of these two facilities will depend on when the license is issued.

2.4 Upstream Fish Passage

2.4.1 Anadromous Passage

2.4.1.1 Spillway Lift

FirstLight will construct a new Spillway Lift at the Turners Falls Dam to be operational no later than April 1 of Year 9 after license issuance irrespective of what quarter the license is issued.

2.4.1.2 Rehabilitate Gatehouse Trapping Facility

FirstLight will rehabilitate the Gatehouse Trapping facility (sampling facility) to be operational no later than April 1 of Year 9 after license issuance.

2.4.1.3 Retire Cabot Ladder and Portions of Gatehouse Ladder

FirstLight will retire the Cabot ladder and the canal portions of the Gatehouse ladder once the new Spillway Lift is operational.

2.4.2 Eel Passage

2.4.2.1 Eel Passage Measures

FirstLight will conduct the following measures:

- Install and operate interim upstream eel passage in the vicinity of the Spillway Ladder within 1 year of license issuance and continue operating until permanent upstream eel passage becomes operational. The location and design of interim eelway(s) will be determined in consultation with the agencies.
- Conduct up to 2 years of eel ramp siting studies, using a similar methodology to relicensing Study 3.3.4 (both years). Siting surveys will be initiated the year the new Spillway Lift becomes operational.
- Based on siting survey results, design, construct, operate, and maintain up to two permanent upstream eel passage facilities at the Turners Falls Project no later than 3 years after completing the final siting survey. The Parties agree that final eel ramp siting will take into account the ability to maintain the facilities in light of spillage conditions at the Project. In particular, the Parties agree not to site any ramps immediately at the foot of any active spillway structures.

PART III SIGNATURES

Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

By: Justin Trudell

Title: *Justin Trudell*

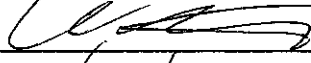
Signature: Chief Operating Officer

Date: 3/17/2021

Organization: Massachusetts Division of Fisheries and Wildlife

By: Caleb Stator

Title: Chief of Hatcheries

Signature: 

Date: 3/17/2022

Organization: Massachusetts Natural Heritage and Endangered Species Program

By: Jesse Leddick

Title: Chief of Regulatory Review

Signature:

A handwritten signature in blue ink, consisting of several loops and a trailing line, positioned to the right of the 'Signature:' label.

Date: March 17, 2022

Organization: National Marine Fisheries Service

By: Christopher Boelke _____

Title: New England Branch Supervisor, Habitat and Ecosystem Services

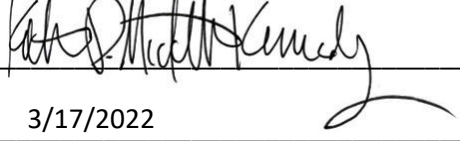
Signature:  _____

Date: 3/17/22

Organization: The Nature Conservancy

By: Katie Kennedy

Title: Applied River Scientist

Signature: 

Date: 3/17/2022

Organization: United States Department of the Interior, United States Fish and Wildlife Service

By: Audrey Mayer, Ph.D.

Title: Field Supervisor, New England Field Office

Signature: AUDREY MAYER Digitally signed by AUDREY MAYER
Date: 2022.03.17 11:38:00 -04'00'

Date: 03/17/2022

**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**

March 17, 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.

WHEREAS, FirstLight has been engaged specifically with the Parties to this Agreement in Principle (AIP), including the Massachusetts Division of Fisheries and Wildlife (MDFW), Massachusetts Natural Heritage and Endangered Species Program (NHESP), National Marine Fisheries Service (NMFS), The Nature Conservancy (TNC), and the United States Fish and Wildlife Service (USFWS). The Parties have now achieved conceptual agreement on minimum bypass flows to benefit fisheries resources and their habitats, operational restrictions to benefit downstream fish and wildlife habitat, and project modifications to improve upstream and downstream fish passage, designed to function as part of a framework for FERC's proposed action to be analyzed in the ESA section 7 context, Federal Power Act Section 18 prescriptions and for development of a Final Settlement Agreement facilitating the resolution of all issues relating to the relicensing of the Projects. The Parties are still negotiating certain critical elements such as a protocol for dampening Great River Hydro (GRH) peaking flows, the Cobblestone tiger beetle mitigation plan, and fish passage performance metrics and adaptive management provisions.

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

PART I: OVERVIEW AND INTENT

- A. The Parties agree to negotiate toward a Final Settlement Agreement based on the terms of this AIP, with the intention reaching a Final Settlement Agreement, if one can be reached, no later than June 30, 2022.
- B. 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 impoundment bank erosion) and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.
- C. 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. The signatories to this AIP are the principal negotiators for each Party, who represent by their signatures only that:
 - They have informed their respective management or leadership of the terms of this AIP.
 - They have been authorized to negotiate toward a Final Settlement Agreement based in substance on the terms of this AIP.
- D. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- E. 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.
- F. 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 or as evidence that any term should or should not be incorporated into the New Licenses for the Turners Falls and Northfield Mountain Projects.
- G. Nothing in this Agreement shall be construed as a waiver of any state or federal agency authority to carry out its statutory and regulatory mandates, including the requirement for FERC to engage in consultation under Section 7 of the Endangered Species Act. All parties understand that the terms conceptually agreed upon in this document do not circumscribe the authority of the agencies or their analyses under Section 7 of the Endangered Species Act.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- OPERATIONS

1 OPERATIONS

1.1 Project Operations

1.1.1 Turners Falls Project Operations

- (a) FirstLight shall operate the Turners Falls Hydroelectric Project in accordance with the following operational flow regime until the third (3rd) anniversary of the date of license issuance.

FirstLight has included two timing elements to address the new operational paradigm. From license issuance until the third (3rd) anniversary of the date of license issuance, FirstLight shall institute the minimum flows in the bypass and below Cabot Station and Cabot Station up/down ramping in paragraph (a) and (b), as a license condition, and also put processes in place with GRH and ISO-NE to assure success in meeting its obligations for Flow Stabilization restrictions described in paragraph (c). In addition, Station No. 1 upgrades (described later) will be completed during this period. FirstLight also will submit to FERC for approval no later than 1 year after license issuance a project operation, monitoring and reporting plan after consultation with the agencies. On the third (3rd) anniversary of the date of license issuance and upon FERC's approval of the project operation, monitoring and reporting plan, FirstLight shall institute the full suite of flow enhancements shown in paragraphs (a), (b) and (c) (i.e., minimum flows in bypass and below Cabot Station, Cabot Station up/down ramping and flow stabilization restrictions). Table 1.1.1-1 summarizes the operations from license issuance through the third (3rd) anniversary of the date of license issuance.

Table 1.1.1-1: Operating Conditions from License Issuance through the third (3rd) anniversary of the date of license issuance: Turners Falls Dam Minimum Flow, Station No. 1 Minimum Flow, below Cabot Station Minimum Flows, Cabot Station Ramping, and Flexible Operations

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	7. Allowable Deviations from Ramping
01/01-03/31	1,500 cfs or the Naturally Routed Flow (NRF), whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	0 hours of Flexible Operations
04/01-05/15	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
05/16-05/31	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs	6,800 cfs or NRF, whichever is less (4,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs	5,800 cfs or NRF, whichever is less (3,500 cfs + 2,300 cfs)	Up/Down to 2,300 cfs/hour	0 hours of Flexible Operations
07/01-07/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	N/A
07/16-07/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	
08/01-08/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Up to 2,300 cfs/hour (8 am to 2 pm)	N/A
08/16-08/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	N/A	
09/01-09/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
09/16-09/30	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
10/01-10/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
10/16-10/31	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
11/01-11/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	N/A
11/16-11/30	1,500 cfs or 90% of the NRF, whichever is less	400 cfs ³	1,100 cfs	1,500 cfs or 90 % of the NRF, whichever is less	N/A	
12/01-12/31	1,500 cfs or the NRF, whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A

¹The flow split during these periods is approximately 67% from the Turners Falls Dam and 33% from Station No. 1. If FirstLight conducts further testing, in consultation with the National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and Massachusetts Division of Fish and Wildlife (MDFW) and determines that migratory fish are not delayed by passing a greater percentage of the bypass flow via Station No. 1, it may increase the percentage through Station No. 1 upon written concurrence of those agencies. If further testing shows that the flow split could potentially be modified, FirstLight shall consult with American Whitewater (AW), Appalachian Mountain Club (AMC), Zoar Outdoors, Crab Apple Whitewater, Inc and New England FLOW relative to any changes in the flow split and address those entities comments in any filing before FERC or the Massachusetts Department of Environmental Protection (MDEP).

²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1 subject to footnote 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 250 cfs or a maximum of 400 cfs, subject to footnote 6. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 400 cfs subject to footnote 3.

³The design maximum capacity of the canal gate is 400 cfs. FirstLight commits to opening the attraction flow gate to its maximum opening and will implement ice mitigation measures to maintain the maximum opening, if necessary, and monitor gate operations to determine if supplemental measures, such as cable heating the gate, are needed to maintain flows at or as close to 400 cfs as possible.

⁴To maintain the flow split, Station No. 1 must be automated, which will not occur until Year 3 of the license. FirstLight proposes to maintain the flow split such that the Turners Falls Dam discharge will be as shown above, or higher flows will be spilled, in cases where the additional flow cannot be passed through Station No. 1.

⁵The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight may reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight may reduce its Station No. 1 discharge by 113 cfs.

⁶ The 250 cfs is subject to an inspection of rare plant species in the bypass under Turners Falls Dam spillage flows ranging from 250-400 cfs in the first 4 years after license issuance. The entity conducting the inspection of rare plants will be resolved by the Parties as part of the Comprehensive Settlement Agreement. Pending the results of the study, NHESP may authorize that the Turners Falls Dam discharge be increased up to a maximum of 400 cfs with the portion of the bypass flow coming from Station No. 1 reduced by the corresponding amount. The Parties agree to discuss this issue further as part of Comprehensive Settlement discussions due to competing interests from multi-day through paddlers and flatwater paddlers.

The bypass flows and minimum flow below Cabot Station may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among FirstLight for Projects Nos. 1889 and 2485 and the USFWS, NMFS, MDEP, and MDFW.

- (b) The NRF represents the inflow to the Turners Falls Dam. The NRF is defined as the sum of the Vernon Hydroelectric Project total discharge from 12 hours previous, Ashuelot River United States Geological Survey (USGS) gage flow from 12 hours previous, and Millers River USGS gage flow from 12 hours previous.
- (c) FirstLight shall operate the Turners Falls Project in accordance with the conditions in paragraph (a) and the following operational flow regime beginning on the third (3rd) anniversary of the date of license issuance (see Table 1.1.1-2).

Table 1.1.1-2: Operating Conditions starting on the third (3rd) anniversary of the date of license issuance: Turners Falls Dam Minimum Flow, Station No. 1 Minimum Flow, below Cabot Station Minimum Flows, Flow Stabilization, Cabot Station Ramping and Flexible Operations

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Flow Stabilization to Protect Shad Spawning (4/1-5/15), Puritan and Cobblestone Tiger Beetles, and state listed mussel and plant species (5/16-11/30)	7. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	8. Allowable Deviations from Flow Stabilization
01/01-03/31	1,500 cfs or the Naturally Routed Flow (NRF), whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A	0 hours of Flexible Operations
04/01-05/15	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station from 7 PM to Midnight, with deviations up to +/-20% allowed for up to 22 hours.	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
05/16-05/31	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs	8,800 cfs between midnight and 7 pm or NRF, whichever is less (6,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station from 7 pm to Midnight, with deviations up to +/-20% for up to 18 hours.	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs	6,800 cfs or NRF, whichever is less (4,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 7 hours	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs	5,800 cfs or NRF, whichever is less (3,500 cfs + 2,300 cfs)	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 7 hours	Up/Down to 2,300 cfs/hour (ramping will take precedence over flow stabilization)	0 hours of Flexible Operations
07/01-07/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 55 hours	N/A	20 hours of Flexible Operations with no more than 7 flex events per month (Jul).
07/16-07/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less			
08/01-08/15	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less			
08/16-08/31	1,800 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,550 cfs	1,800 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 27 hours	N/A	26 hours of Flexible Operations with no more than 7 flex events per month (Aug).
09/01-09/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 44 hours	N/A	23 hours of Flexible Operations with no more than 7 flex events per month (Sep).
09/16-09/30	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
10/01-10/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
10/16-10/31	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
11/01-11/15	1,500 cfs or 90 % of the NRF, whichever is less	250 cfs ⁶	1,250 cfs	1,500 cfs or 90 % of the NRF, whichever is less	Provide NRF ±10% below Cabot Station, with deviations up to +/-20% for up to 11 hours	N/A	28 hours of Flexible Operations with no more than 7 flex events per month (Nov).
11/16-11/30	1,500 cfs or 90 % of the NRF, whichever is less	400 cfs ³	1,100 cfs	1,500 cfs or 90 % of the NRF, whichever is less			
12/01-12/31	1,500 cfs or the NRF, whichever is less	400 cfs ³	1,100 cfs	3,800 cfs or NRF, whichever is less (1,500 cfs + 2,300 cfs)	N/A	N/A	N/A

1. Date	2. Total Bypass Flow ²	3. Turners Falls Dam	4. Station No. 1 ^{4,5}	5. Below Cabot Station Minimum Flow	6. Flow Stabilization to Protect Shad Spawning (4/1-5/15) and Puritan Tiger Beetles (5/16-11/15)	7. Cabot Station Ramping to Protect Shortnose Sturgeon and Odonates	8. Allowable Deviations from Ramping and Flow Stabilization
<p>¹The flow split during these periods is approximately 67% from the Turners Falls Dam and 33% from Station No. 1. If FirstLight conducts further testing, in consultation with the NMFS, USFWS and MDFW and determines that migratory fish are not delayed by passing a greater percentage of the bypass flow via Station No. 1, it may increase the percentage through Station No. 1 upon written concurrence of those agencies. If further testing shows that the flow split could potentially be modified, FirstLight shall consult with American Whitewater (AW), Appalachian Mountain Club (AMC), Zoar Outdoors, Crab Apple Whitewater, Inc and New England FLOW relative to any changes in the flow split and address those entities comments in any filing before FERC or the Massachusetts Department of Environmental Protection (MDEP).</p> <p>²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1, subject to footnote 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 250 cfs or a maximum of 400 cfs, subject to footnote 6. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 400 cfs subject to footnote 3.</p> <p>³The design maximum capacity of the canal gate is 400 cfs. FirstLight commits to opening the attraction flow gate to its maximum opening and will implement ice mitigation measures to maintain the maximum opening, if necessary, and monitor gate operations to determine if supplemental measures, such as cable heating the gate, are needed to maintain flows at or as close to 400 cfs as possible.</p> <p>⁴To maintain the flow split, Station No. 1 must be automated, which will not occur until Year 3 of the license. FirstLight proposes to maintain the flow split such that the Turners Falls Dam discharge will be as shown above, or higher flows will be spilled, in cases where the additional flow cannot be passed through Station No. 1.</p> <p>⁵The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight may reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight may reduce its Station No. 1 discharge by 113 cfs.</p> <p>⁶ The 250 cfs is subject to an inspection of rare plant species in the bypass under Turners Falls Dam spillage flows ranging from 250-400 cfs in the first 4 years after license issuance. The entity conducting the inspection of rare plants will be resolved by the Parties as part of the Comprehensive Settlement Agreement. Pending the results of the study, NHESP may authorize that the Turners Falls Dam discharge be increased up to a maximum of 400 cfs with the portion of the bypass flow coming from Station No. 1 reduced by the corresponding amount. The Parties agree to discuss this issue further as part of Comprehensive Settlement discussions due to competing interests from multi-day through paddlers and flatwater paddlers.</p>							

FirstLight agrees that as part of an off-license agreement, it will plan for and begin implementation of the proposed flow stabilization measures in Table 1.2.1-2 upon license issuance, recognizing that it will not be required to demonstrate to FERC or the Parties that it is meeting the flow stabilization requirements in Column 6 of Table 1.2.1-2 until the third (3rd) anniversary of the date of license issuance. FirstLight agrees to provide reports to the Parties to demonstrate substantive progress towards implementing the flow stabilization requirements. The Parties agree to determine the frequency of reporting as part of the Comprehensive Settlement Agreement.

In addition, FirstLight will have restricted discretionary flexible operating capability to respond to elevated energy prices (as defined in paragraph (d) below) between July 1 and November 30, as well as unrestricted capability to respond to emergencies, ISO-NE transmission and power system requirements, and other regulatory requirements (as defined in paragraph (e) below).

(d) Flexible operations allow for deviation from the prescribed operating limits (defined as Flow Stabilization and Cabot Station Ramping which are shown in Columns 6 and 7 of Table 1.2.1-2 in paragraph (c)). Such flexible operations are limited to the July 1 to November 30 period and will occur at the discretion of FirstLight and will be limited by a maximum number of hours and events per period as shown in Column 8 of Table 1.2.1-2 in paragraph (c).

(e) If compliance with the prescribed operating limits (defined as Flow Stabilization and Cabot Station Ramping which are shown in Columns 6 and 7 of Table 1.2.1-2 in paragraph (c)) would cause FirstLight to violate or breach any law, any applicable license, permit, approval, consent, exemption or authorization from a federal, state, or local governmental authority, any agreement with a governmental entity, or any tariff, capacity rating requirement, ramping criterion, or other requirement of the ISO-NE or its successors (ISO-NE)¹, FirstLight may deviate from the prescribed operating limitations to the least degree necessary in order to avoid such violation or breach. In addition, FirstLight may deviate from the operating limits for the following reasons:

- To implement Flood Flow Operations as defined in paragraph (g) below.
- To perform demonstrations of the resources' operating capabilities under ISO-NE rules and procedures. FirstLight will use best efforts to be allowed by ISO-NE to perform these demonstrations at times that will not cause it to deviate from the operating limits, with recognition that the April 1 to June 30 period will be avoided to the maximum extent possible.
- To manage the Turners Falls Impoundment (TFI) to stay within license limits, with recognition that the April 1 to June 30 period will be avoided to the maximum extent possible.
- If compliance with the prescribed operating limitations would cause a public safety hazard or prevent timely rescue.

From license issuance until the third (3rd) anniversary of the date of license issuance, FirstLight shall document on an hourly basis for each day any deviations from the Cabot Station Ramping restrictions and the same in the third (3rd) anniversary of the date of license issuance to license expiration from the Cabot Station restrictions and Flow Stabilization restrictions. Each day, between April 1 and November 30 any deviations would be recorded in a spreadsheet showing the daily deviations, the reason for the deviation, the number of hours and scope. The Parties agree to determine the frequency of reporting as part of the

¹ISO-NE requirements are conditions when ISO-NE requires FirstLight to be fully available and, if necessary, responsive. Some examples include ISO-NE reserve deficiencies (a.k.a. reserve constraint penalty factors) when reserves are depleted on the power grid, for fuel security emergencies or scarcity events, for ISO-NE system (or system) stability (e.g., VAR support), and system over supply (negative prices).

Comprehensive Settlement Agreement. In addition, FirstLight shall provide the total number of deviations and supply it to the USFWS, NMFS, MDFW and MDEP on an annual basis no later than March 1 of each year. Deviations will be tracked as follows:

- Identify Deviations: At the top of each hour, FirstLight will record the maximum and minimum total Project discharge and Cabot Station discharge which occurred over the past hour. The NRF (as detailed in paragraph (b) of the “Operational Regime” section) will be compared with the recorded range of Project discharge in a given hour to identify if a Flow Stabilization deviation occurred over the past hour. The recorded range of Cabot Station discharge will be reviewed each hour to see if a Cabot Station Ramping violation occurred. Any deviation within the hour will be counted in one-hour increments.
 - Categorize Deviations: When a deviation is identified it will be categorized as either Regulatory (as detailed in paragraph (e) of the “Turners Falls Project Operations” in Section 1.2.1 of this Proposal), NRF Allowance (as detailed in paragraph (d) of the “Turners Falls Impoundment Water Level Management” in Section 1.2.2 of this Proposal), or Discretionary (as detailed in paragraph (d) of the “Operational Regime” section of this Proposal).
- (f) Cabot Emergency Gate Use. FirstLight shall use the Cabot Emergency Gates under the following conditions: a) in case of a Cabot load rejection², b) in the case of dam safety issues such as potential canal overtopping or partial breach, and c) to discharge approximately 500 cfs between April 1 and June 15 for debris management. FirstLight shall avoid discharging higher flows through the gates from April 1 to June 15 whenever possible; however, if necessary, FirstLight shall coordinate with NMFS to minimize potential impacts to Shortnose Sturgeon in the area below Cabot Station.
- (g) Flood Flow Operations. FirstLight shall operate the Turners Falls Project in accordance with its existing agreement with the United States Army Corp of Engineers (USACOE). This agreement, memorialized in the *Reservoir and River Flow Management Procedures* (1976), as it may be amended from time to time, governs how the Turners Falls Project shall operate during flood conditions³ and coordinate its operations with the Licensee of the Northfield Mountain Project (FERC No. 2485).
- (h) The Parties agree that as part of the Final Settlement Agreement they will work to develop a mutually-agreeable protocol to dampen the magnitude of Great River Hydro’s (GRH) Vernon Hydroelectric Project (FERC No. 1904) flexible operations discharges (i.e., peaking releases) below FirstLight’s Turners Falls Project from July 1 through November 30 .

1.1.2 Turners Falls Impoundment Water Level Management

- (a) FirstLight shall operate the TFI, as measured at the Turners Falls Dam, between elevation 176.0 feet and 185.0 feet NGVD29.
- (b) FirstLight shall limit the rate of rise of the TFI water level, as measured at the Turners Falls Dam, to be less than 0.9 feet/hour from May 15 to August 15 between the hours of 8:00 am and 2:00 pm for the protection of odonates.

² A load rejection is when the Cabot Station units are suddenly shut off. If this were to occur, the canal could potentially be overtopped. To prevent overtopping, the Cabot Emergency Gates open so that incoming flow down the power canal can be discharged via the Cabot Emergency Gates. Load rejections could occur at any time.

³ These procedures define a flood as the NRF in excess of 65,000 cfs. However, these procedures implement measures for flood control when the NRF reaches 30,000 cfs.

- (c) The rate of rise of the TFI may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among the Licensees for Projects Nos. 1889 and 2485 and the USFWS, NMFS and MDFW.
- (d) FirstLight is entitled to increase the allowable NRF deviation from $\pm 10\%$ to $\pm 20\%$ in order to better manage TFI water levels. The increased flow deviation would be limited by the number of hours shown in Column 6 of Table 1.2.1-2 in paragraph (c) of "Turners Falls Project" in Section 1.2.1 of this Proposal. The allowance for an increased flow deviation outlined in this paragraph is different from the exceptions outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal. As such, the increased flow deviations outlined in this paragraph shall not count against any time allotment for exceptions outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal, and similarly operations meeting the exception criteria outlined in paragraphs (d) and (e) of "Turners Falls Project" in Section 1.2.1 of this Proposal shall not count against any time allotment for deviations outlined in this paragraph. Additionally, flow deviations in excess of $\pm 10\%$ of NRF resulting from conflicting operational requirements shall not count against any time allotment for deviations outlined in this paragraph.

1.1.3 Northfield Mountain Pumped Storage Project Operations

- (a) Flood Flow Operations. FirstLight shall operate the Northfield Mountain Project in accordance with its existing agreement with the USACOE. This agreement, memorialized in the Reservoir and River Flow Management Procedures (1976), as it may be amended from time to time, governs how the Northfield Mountain Project shall operate during flood conditions and coordinate its operations with the Licensee of the Turners Falls Project (FERC No. 1889).
- (b) Upper Reservoir Water Level Management: FirstLight shall operate the Northfield Mountain Project Upper Reservoir between elevation 1004.5 and 920.0 feet NGVD29.

1.1.4 Cobblestone Tiger Beetles

As part of Final Settlement FirstLight agrees to work with the Settlement Parties to develop a Cobblestone Tiger Beetle Mitigation Plan. This plan will not include any requirements that limit the capacity of Cabot Station.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- FISH PASSAGE

2 FISH PASSAGE

2.1 Provisions to Provide Bypass Flows

2.1.1 Station No. 1- Improve Operating Range of Turbines

FirstLight will automate the Station No. 1 turbines to throttle the station over a range of flows within 3 years of license issuance.

2.2 Fish Passage Design and Consultation, Fish Passage Efficiency Metrics and Adaptive Management Plans

The Parties agree to the following:

- For any new fish passage facility described in this AIP, FirstLight will consult and obtain approval from the MDFW, NMFS and USFWS on the facility design and on operation and maintenance procedures. For any new fish passage facility, the Parties will attempt to meet agency design guidelines to the extent practicable.
- As part of the Final Settlement Agreement, the Parties will negotiate upstream and downstream fish passage efficiency and timing metrics for the Projects and include the metrics, if agreed upon, as part of the Final Settlement Agreement. The Parties will also negotiate adaptive management measures to be followed if the agreed upon fish passage metrics are not achieved.

2.3 Downstream Fish Passage

2.3.1 Intake Protection at the Northfield Mountain Pumped Storage Project Intake/Tailrace

FirstLight will install a barrier net as conceptually proposed in the Amended Final License Application for the period August 1 to November 15 to protect out-migrating juvenile shad and silver eel, to be operational no later than August 1 of Year 7 after license issuance. The barrier net will be 3/8-inch on the top and 3/4-inch on the bottom. The Parties agree to FirstLight's proposed operational period so long as there is a mechanism for expanding the operational period if daytime pumping operations at the Northfield Mountain Project during the adult alosine fish passage season increase substantially and there is demonstrated additional entrainment. FirstLight will be required to provide the agencies with annual logs of daily operation data with respect to the timing of pumping and generating. FirstLight will also be required to include the Northfield Mountain Project in the study design for effectiveness studies of upstream and downstream fish passage measures at the Turners Falls Project (e.g., deploy receivers at the Northfield Mountain Project lower reservoir intake and sites upstream and downstream of the intake, as well as in the Northfield Mountain Upper Reservoir).

The Parties agree to discuss the possibility of a fund to be used for habitat improvement projects and/or alosine management activities to offset the potential loss of ichthyoplankton through entrainment as part of final settlement discussions.

2.3.2 Cabot Intake Protection and Downstream Passage Conveyance

Within 4 years⁴ of license issuance, FirstLight will replace the existing trashrack structure with a new full depth trashrack with 1-inch clear spacing. In terms of general design concepts, the Parties agree that the new trashracks will have multiple openings for fish passage and that those openings will include both the top and bottom of the water column. The Parties further agree that they will attempt to maximize the hydraulic capacity of these openings within the constraints of the conveyance mechanisms. The Parties have analyzed a number of alternatives and believe the following conceptual design has merit for future exploration of detailed design alternatives:

The new trashrack will have multiple surface entrances including a.) between Units 2 and 3; b.) between Units 4 and 5; and c.) at the right wall of the intake (looking downstream) at Unit 6. These openings will be 3-feet-wide by 2-feet-tall and will connect to the existing trash trough located behind the racks. Each opening at the top of the trashrack will have an approximate hydraulic capacity of 24 cfs, and the existing trash trough will convey a total hydraulic capacity of approximately 72 cfs from these openings. The new trashrack will have an additional entrance near the bottom at the left wall of the intake (looking downstream) at Unit 1. This entrance will be approximately 3-feet-wide by 3-feet-tall and will and will connect to a vertical pipe to safely convey fish to the existing trash trough or log sluice. This entrance will be sized to provide a velocity that attracts fish to the bypass relative to the turbine intakes (approximately 5 feet-per-second).

In addition to the entrances integral to the new trashrack structure, fish will be conveyed via a new uniform acceleration weir (UAW) and log sluice. The log sluice will be resurfaced to limit turbulence and injury to migrants. A steel panel (or equivalent) will be provided below the UAW to exclude migrants from being delayed in the space below the UAW. Total flow from all downstream passage components at Cabot Station will be at least 5% (685 cfs) of maximum hydraulic station capacity (13,728 cfs). The conveyance at each bypass entrance will be determined during the design phase.

FL will consult and obtain approval from the Agencies during the design process as described in Section 2.2.

2.3.3 Station No. 1 Bar Rack

FirstLight will construct a ¾-inch clear-spaced bar rack at the entrance to the Station No. 1 branch canal the same year (see footnote 6) the Cabot Intake Protection and Downstream Passage Conveyance is built, so as to minimize canal outage time.

2.3.4 Plunge Pool below Bascule Gate No. 1

FirstLight will construct a plunge pool downstream of the Bascule Gate No. 1 as part of the construction of the Spillway Lift, to be operational no later than April 1 of Year 9 after license issuance.

⁴ Relative to the Cabot Intake Protection and Downstream Passage Conveyance and the Station No. 1 Bar Rack, the times cited are from license issuance based on the time needed to complete construction. The actual first year of operation of these two facilities will depend on when the license is issued.

2.4 Upstream Fish Passage

2.4.1 Anadromous Passage

2.4.1.1 Spillway Lift

FirstLight will construct a new Spillway Lift at the Turners Falls Dam to be operational no later than April 1 of Year 9 after license issuance irrespective of what quarter the license is issued.

2.4.1.2 Rehabilitate Gatehouse Trapping Facility

FirstLight will rehabilitate the Gatehouse Trapping facility (sampling facility) to be operational no later than April 1 of Year 9 after license issuance.

2.4.1.3 Retire Cabot Ladder and Portions of Gatehouse Ladder

FirstLight will retire the Cabot ladder and the canal portions of the Gatehouse ladder once the new Spillway Lift is operational.

2.4.2 Eel Passage

2.4.2.1 Eel Passage Measures

FirstLight will conduct the following measures:

- Install and operate interim upstream eel passage in the vicinity of the Spillway Ladder within 1 year of license issuance and continue operating until permanent upstream eel passage becomes operational. The location and design of interim eelway(s) will be determined in consultation with the agencies.
- Conduct up to 2 years of eel ramp siting studies, using a similar methodology to relicensing Study 3.3.4 (both years). Siting surveys will be initiated the year the new Spillway Lift becomes operational.
- Based on siting survey results, design, construct, operate, and maintain up to two permanent upstream eel passage facilities at the Turners Falls Project no later than 3 years after completing the final siting survey. The Parties agree that final eel ramp siting will take into account the ability to maintain the facilities in light of spillage conditions at the Project. In particular, the Parties agree not to site any ramps immediately at the foot of any active spillway structures.

PART III SIGNATURES

Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

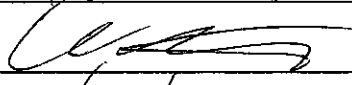
By: Justin Trudell

Title: *Justin Trudell*

Signature: Chief Operating Officer

Date: 3/17/2021

Organization: Massachusetts Division of Fisheries and Wildlife

By: Caleb Stator
Title: Chief of Hatcheries
Signature: 
Date: 3/17/2022

Organization: Massachusetts Natural Heritage and Endangered Species Program

By: Jesse Leddick

Title: Chief of Regulatory Review

Signature:

A handwritten signature in blue ink, consisting of several loops and a trailing line, positioned to the right of the 'Signature:' label.

Date: March 17, 2022

Organization: National Marine Fisheries Service

By: Christopher Boelke _____

Title: New England Branch Supervisor, Habitat and Ecosystem Services

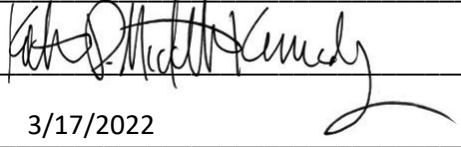
Signature:  _____

Date: 3/17/22

Organization: The Nature Conservancy

By: Katie Kennedy

Title: Applied River Scientist

Signature: 

Date: 3/17/2022

Organization: United States Department of the Interior, United States Fish and Wildlife Service

By: Audrey Mayer, Ph.D.

Title: Field Supervisor, New England Field Office

Signature: AUDREY MAYER Digitally signed by AUDREY MAYER
Date: 2022.03.17 11:38:00 -04'00'

Date: 03/17/2022

**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 2, 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, 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.

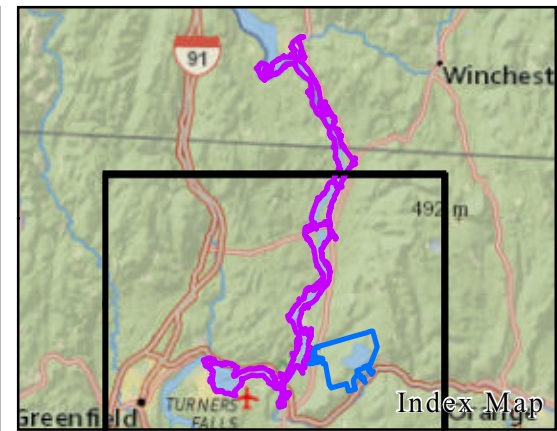
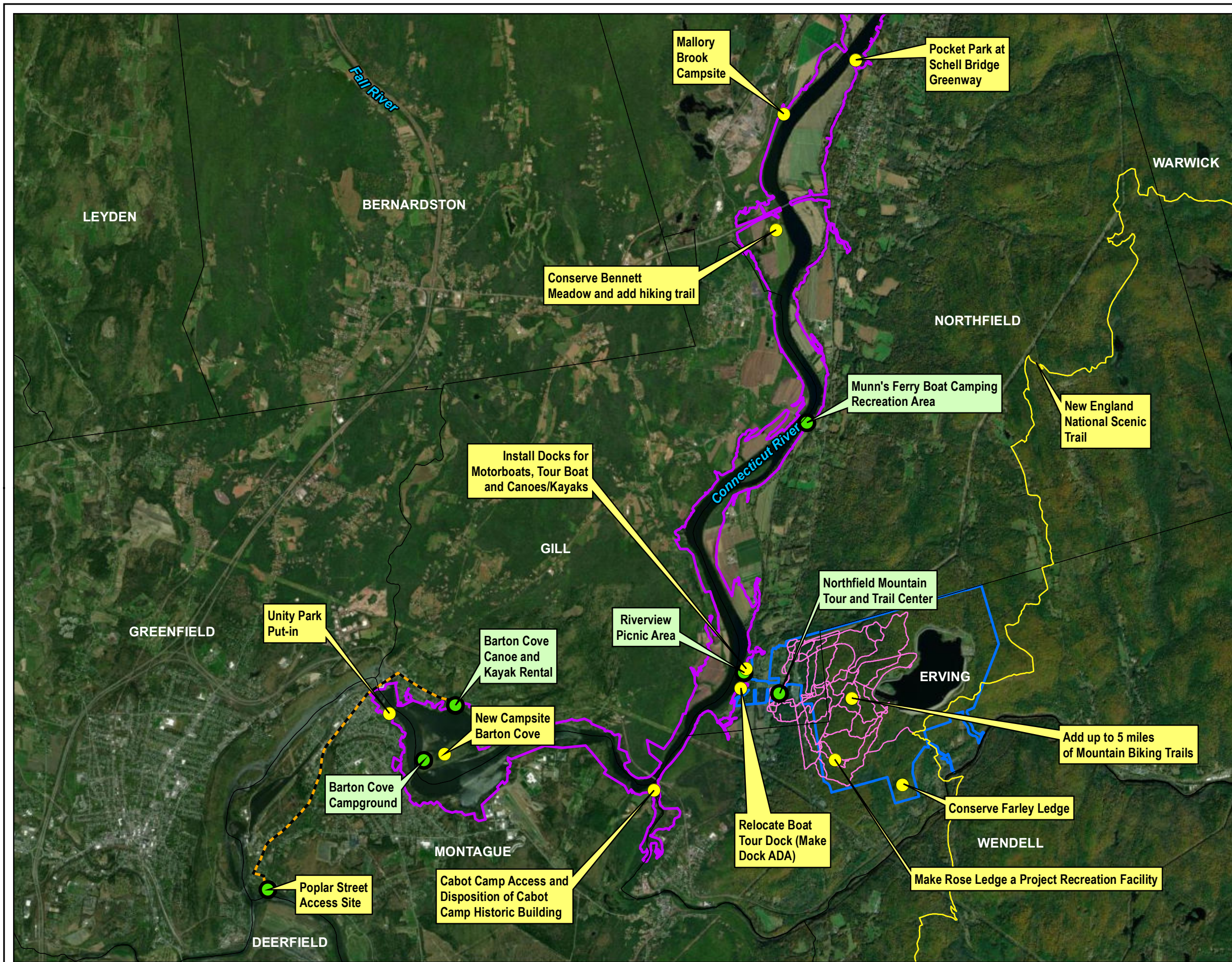
Table 1.0-1 Existing and Proposed Recreation Facilities or Features at the Northfield Mountain and Turners Falls Projects, Listed by Town

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. 			



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

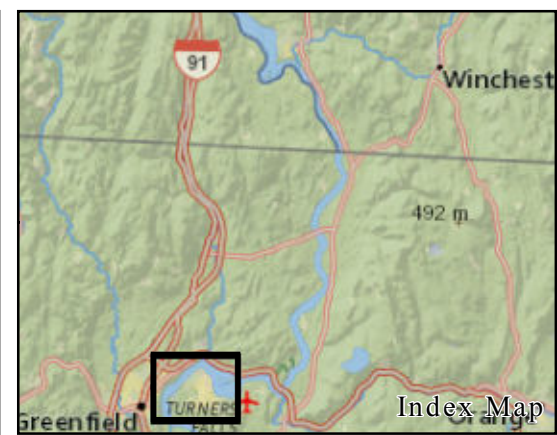
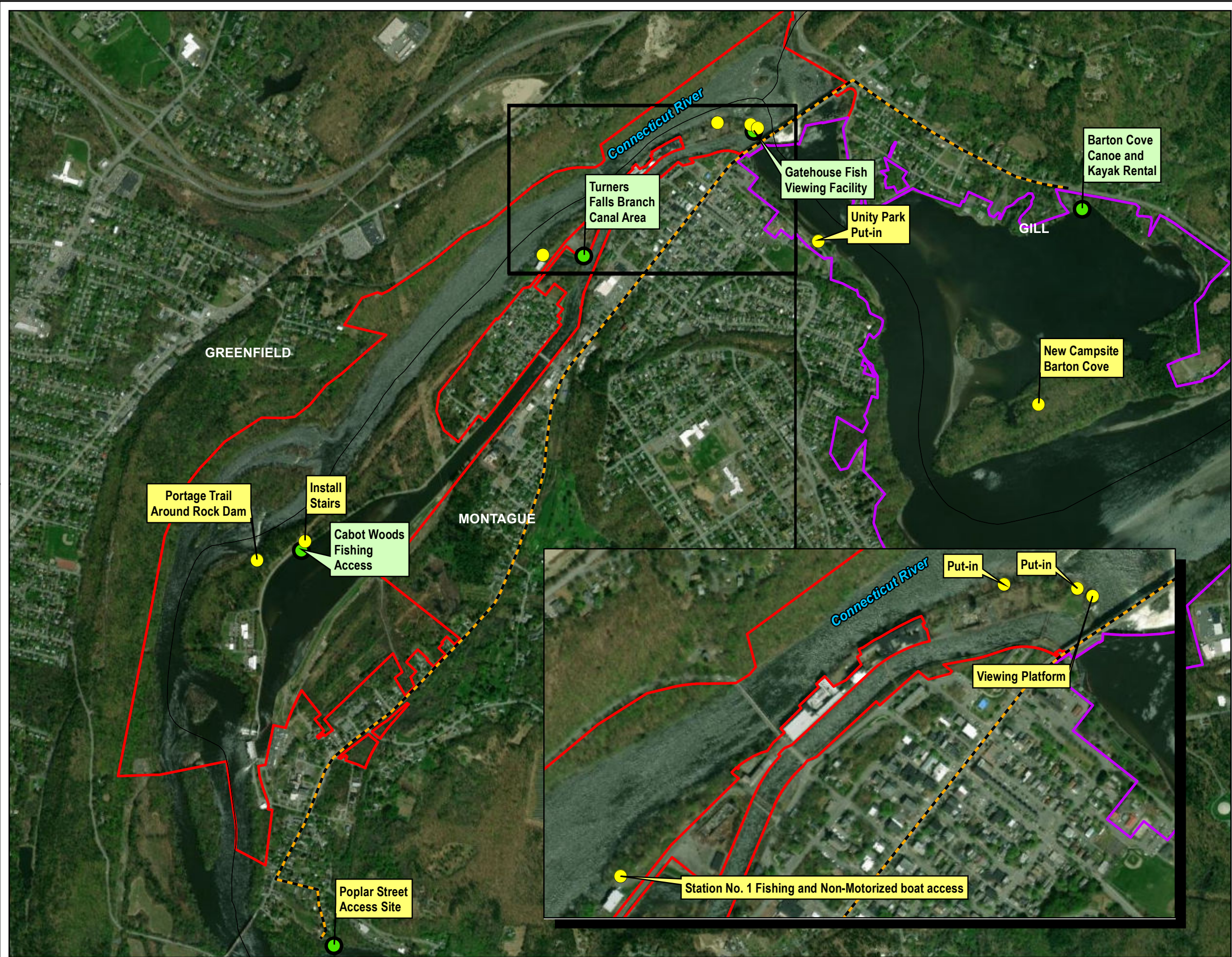


Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 1 miles





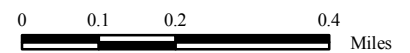
Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

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



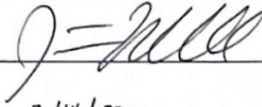
PART III SIGNATURES

The signing of this AIP is a good faith indication by the Parties that they support this AIP and commit to developing a Final Settlement Agreement and other necessary documents for the comprehensive settlement of all issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project.

Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

By: JUSTIN TRUDELL

Title: COO

Signature: 

Date: 2/14/2022

Organization: Appalachian Mountain Club

By: Susan Arnold _____

Title: Interim President and CEO _____

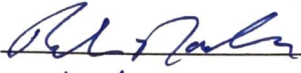
Signature: *Susan Arnold* _____

Date: February 2, 2022 _____

Organization: American Whitewater

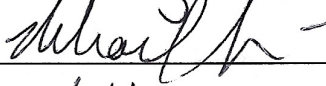
By: ROBERT NASDOR

Title: NORTHEAST STEWARDSHIP DIR

Signature: 

Date: 2/15/22


Organization: Access Fund

By: Michael J. Morin
Title: NE Regional Director
Signature: 
Date: 02/14/21

Organization: Connecticut River Conservancy

By: Andrew Fisk

Title: Executive Director

Signature:  Andrew Fisk
2022.02.14 14:58:47 -05'00'

Date: _____

Organization: Crab Apple Whitewater, Inc

By: FRANK J MOONEY II

Title: OPERATIONS MANAGER

Signature: Frank J Mooney II

Date: 2-14-22

Organization: Franklin Regional Council of Governments

By: Linda Dunlavy

Title: Executive Director


Signature: Linda Dunlavy

Date: 2/17/22

Organization: Massachusetts Department of Conservation and Recreation

By: Stephanie C. Cooper

Title: Acting Commissioner

Signature: 

Date: February 15, 2022

Organization: New England Flow

By: Thomas J. Christopher
Title: Secretary / Director
Signature: Thomas J. Christopher
Date: 2/16/22

Organization: New England Mountain Bike Association

By: Sam Veggeberg

Title: President - Pioneer Valley NEMBA

Signature: *Sam Veggeberg*

Date: 02/14/2022

Organization: Town of Erving, MA

By: Bryan Smith

Title: Town Administrator

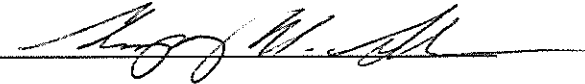
Signature: 

Date: February 09, 2022

Organization: Town of Gill ,MA

By: Gregory M. Snedeker

Title: Chair, Selectboard

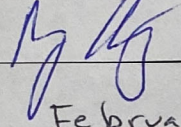
Signature: 

Date: February 14, 2022

Organization: Town of Montague, MA

By: Richard Kuklewicz

Title: Selectboard Chair

Signature: 

Date: February 14, 2022

Organization: Town of Northfield, MA

By: HEATH F. CUMMINGS

Title: SELECTBOARD CHAIR

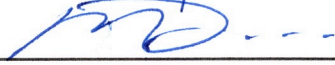
Signature: 

Date: 2/22/22

Organization: Western Massachusetts Climbing Coalition

By: Pamela Matsuda-Dunn

Title: Secretary, Board of Directors

Signature: 

Date: 02.14.2022

6

Organization: Zoar Outdoor~~s~~

By: JANET Cowie

Title: General Manager

Signature: Janet Cowie

Date: 2/15/22

**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 14, 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 American Whitewater, Appalachian Mountain Club, Crab Apple Whitewater, Inc., New England FLOW, and Zoar Outdoors, on flow releases for whitewater boating. The Parties have now achieved conceptual agreement on a proposal for whitewater flow releases 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 (including the Section 401 Water Quality Certification to be issued by Massachusetts Department of Environmental Protection), 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. 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 and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.
- H. 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.
- I. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- J. 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.

- K. 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- WHITEWATER

1 BOATING RELEASES

FirstLight will provide the releases described below or inflow, whichever is less. Inflow shall be the Naturally Routed Flow (NRF) measured 12 hours prior to real time.¹ The NRF is defined as the sum of the Vernon Hydroelectric Project total discharge from 12 hours previous, Ashuelot River United States Geological Survey Gage (USGS) gage flow from 12 hours previous, and Millers River USGS gage flow from 12 hours previous. Boating flow releases in the July 1 through October 31 period may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among FirstLight and the United States Fish and Wildlife Service, National Marine Fisheries Service, Massachusetts Division of Fisheries and Wildlife, and the Parties to this Agreement.

April 1 to June 30

FirstLight is proposing certain flow releases to the Turners Falls bypass for the benefit of fisheries that also have benefits for recreational boating. These flow releases are shown in Table 1.0-1. The Parties recognize that flow discussions are ongoing with the state and federal fish and wildlife agencies and that any final flow agreement is subject to resolution of issues of concern to those agencies.

¹ The Parties to this AIP acknowledge that the definition of NRF is being negotiated separately with the state and federal fish and wildlife agencies and therefore could be subject to change.

Table 1.0-1. April 1 to June 30 Aquatic Flow Releases

Date	Total Bypass Flow ²	Turners Falls Dam	Station No. 1 ^{3,4}
04/01-05-31 ¹	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs

¹The flow split during these periods is approximately 67% from the Turners Falls Dam and 33% from Station No. 1. If FirstLight conducts further testing, in consultation with the National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and Massachusetts Division of Fish and Wildlife (MDFW) and determines that migratory fish are not delayed by passing a greater percentage of the bypass flow via Station No. 1, it may increase the percentage through Station No. 1 upon written concurrence of those agencies. If further testing shows that the flow split could potentially be modified, FirstLight shall consult with American Whitewater (AW), Appalachian Mountain Club (AMC), Zoar Outdoors, Crab Apple Whitewater, Inc and New England FLOW relative to any changes in the flow split and address those entities comments in any filing before FERC or the Massachusetts Department of Environmental Protection (MDEP).

²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 500 cfs. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 300 cfs for Years 1-3, but thereafter at 500 cfs.

³To maintain the flow split, Station No. 1 must be automated, which will not occur until Year 3 of the license. FirstLight proposes to maintain the flow split such that the Turners Falls Dam discharge will be as shown above, or higher flows will be spilled, in cases where the additional flow cannot be passed through Station No. 1.

⁴The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight will reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight will reduce its Station No. 1 discharge by 113 cfs.

July 1 to October 31

FirstLight shall provide the boating releases described below, which will be updated annually at the beginning of each calendar year and posted on a website.

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, from the Turners Falls Dam. 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 from the Turners Falls Dam.

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, except when Special Release Events or August and October Releases are required.

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.


PART III SIGNATURES

The signing of this AIP is a good faith indication by the Parties that they support this AIP and commit to developing a Final Settlement Agreement and other necessary documents for the comprehensive settlement of all issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project.

Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

By: JUSTIN TRUDEL

Title: COO

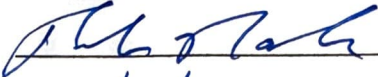
Signature: 

Date: 2/14/2022

Organization: American Whitewater

By: ROBERT NASON

Title: NORTHEAST STEWARDSHIP DIR

Signature: 

Date: 2/15/22

Organization: Appalachian Mountain Club

By: Susan Arnold

Title: Interim President and CEO

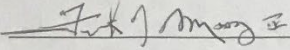
Signature: *Susan Arnold*

Date: February 16, 2022

Organization: Crab Apple Whitewater, Inc

By: FRANK J MOONEY II

Title: OPERATIONS MANAGER

Signature: 

Date: 2-16-22

Organization: New England Flow

By: Thomas J. Christopher
Title: Secretary/Director
Signature: Thomas J. Christopher
Date: 2/16/22

Organization: Zoar Outdoorx

By: JANET COWIE
Title: GENERAL MANAGER
Signature: Janet Cowie
Date: 2/14/22

15C



Gill-Montague Regional School District

35 Crocker Avenue
Turners Falls, MA 01376
tel 413-863-9324
fax 413-863-4560

March 25, 2022

Steven Ellis and Richard Kuklewicz
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ellis and Mr. Kuklewicz:

Please be advised that on April 12, 2022 the Gill-Montague Regional School Committee will hold a meeting at which the chief executive officers or chairmen of boards of selectmen from the member towns shall elect one of their number to represent them in collective bargaining pursuant to M.G.L. c. 150E, § 1.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Beck".

Brian Beck
Superintendent of Schools