



SELECTBOARD AGENDA & MEETING NOTICE

February 14, 2022

***Indicates item added after the 48 hour posting
bold underlined time = invited guest or advertised hearing
(all other times are approximate)

Location: Gill Town Hall, 2nd Floor

Face coverings required per Board of Health mandate.

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

Old Business

- Review of Minutes from 1/31
- Leaf Joy – Updates on Host Community Agreement, Selectboard input on key provisions including charitable donations, education/prevention programs, & community service
- FirstLight Relicensing – “Agreement in Principle to Develop a Relicensing Settlement Agreement” - discussion and vote

New Business

- Public Gathering Permit for Turners Falls Schuetzen Verein (2022 clam bakes, car shows, and grounds rentals)
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Warrants

FY22 #16 Vendors (\$35,800.08) & Payroll (\$25,926.83) – reviewed & signed on 1/31/22

FY22 #17 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 2/28	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor
Mon 3/14	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor
Mon 3/28	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF A
MARIJUANA RETAIL ESTABLISHMENT
IN THE TOWN OF GILL**

THIS HOST COMMUNITY AGREEMENT (the "Agreement") is entered into this [REDACTED] day of [REDACTED], 2022 by and between the Town of Gill, a Massachusetts municipal corporation with a principal address of 325 Main Road, Gill, MA 01354 (the "Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein, and Leaf Joy LLC, a Massachusetts company, and any successor in interest, with a principal office address of 1 Main Road, Gill, MA 01354 (the "Company") (the Company and Town collectively, referred to as the "Parties").

WHEREAS, the Company wishes to locate a Marijuana Retail Establishment in the Town of Gill on a parcel of land known as 1 Main Road, Gill, MA, 01354, more accurately described on Map 101 and numbered Lot 2 in the Assessor's database (the "Property"), for the retail of cannabis products, cannabis accessories and other incidental and related products (the "Establishment"), in accordance with Massachusetts General Law 94G, "Regulation of the use and distribution of Marijuana not Medically Prescribed", and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw, Board of Health and other applicable local regulations (collectively the "Regulations"), as may be amended; and

WHEREAS, notwithstanding the anticipated benefits to certain members of the community, the Company may impact Town resources in ways unique to the business of the Company and draw upon Town resources in a manner not shared by the general population; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, said impacts may include but are not limited to (i) increased use of Town Services, (ii) increased traffic and traffic congestion, (iii) increased issues related to public safety and addictive behavior, (iv) greater need for youth and adult ~~drug-use~~substance misuse prevention education, and (v) general quality of life; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town; and

WHEREAS, for purposes of licensure, the Company is required to submit to the CCC documentation evidencing the Company and Town have executed a Host Community Agreement; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of M.G.L. c.94G, §3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS, the Town supports the Company's intention to operate a Marijuana Retail Establishment for retail sale of marijuana for adult use.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite license and/or approval as may be required for the operation of the Establishment, including but not limited to an occupancy permit from the Town's Building Commissioner and a final license and approval to operate from the CCC, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment at the Property, then the Company agrees to provide the Town the following Annual Payments.

A. Community Impact Fees. The Company anticipates that, as a result of the Company's operations of the Establishment, the Town will incur additional expenses and impacts upon its roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting services, administrative services, educational services, public health and substance abuse counseling services, environmental protection services including air, noise, odor, light and water pollution and management, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impacts upon the Town and use of the Town's resources, both quantifiable and unquantifiable, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Community Impact Fee").

1. The Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from any and all operations of the Establishment. The term "Gross Sales" as used herein shall mean total sales on or from the Establishment, as determined in accordance with generally accepted accounting principles or tax accounting methods,

reduced by customer returns, if any, and not including the amount of state or local sales tax collected.

2. The Establishment shall be deemed to have commenced operations on the day the Company first commences regular sales from the Establishment (the "Sales Commencement Date"), with respect to all sales on or from the Property. The Annual Community Impact Fee shall be paid in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 with the first payment due thirty (30) days after the close of each quarter following the Sales Commencement Date. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months that the Establishment is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company. Payment obligations for sales made prior to the termination of this Agreement shall survive such termination.
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the Sales Commencement Date.
4. In the event the Company's obligation to provide Annual Community Impact Fee funding to the Town under this Agreement is determined to be unenforceable or stricken either mutually by the Parties or by a court of competent jurisdiction after all periods of appeals have lapsed or by legislative action, then the Company and the Town will negotiate in good faith an amendment to this Agreement or a new Agreement containing provisions, including community funding provisions that removes any unenforceable or stricken provision(s) and is otherwise substantially similar to the terms contained in this Agreement within one hundred twenty (120) days following such agreement or determination, it being understood by the Parties that such new Agreement shall comply with all applicable laws.
5. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting services, administrative services, educational services, public health and substance abuse counseling services, environmental protection services including air, noise, odor, light and water pollution and management, and any necessary and related legal and enforcement costs, as well as unforeseen impacts upon the Town. The Town shall keep a record of all such expenditures of the Annual Community Impact Fee and provide such record to the Company on request for the Company's annual license renewal

obligations for the CCC, which require the Company to request from the Town such accounting of funds. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner, and the Town acknowledges and agrees that the Company has no input over the Town's use of such funds, and any use of such funds in contravention to M.G.L. c. 94G is undertaken at the Town's own risk and sole liability.

6. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.1 above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. Accordingly, the Town acknowledges and agrees that the Company has no input over the Town's use of such funds, and any use of such funds in contravention to M.G.L. c. 94G §3(d) is undertaken at the Town's own risk and sole liability.
7. Annual Community Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or sewer bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.
8. Payments of the Annual Community Impact Fee by the Company to the Town shall be held by the Treasurer of the Town in a separate account, to be expended by the Town without further appropriation pursuant to M.G.L. c. 44, §53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Annual Community Impact Fee is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may

expend the Annual Community Impact Fees at its sole and absolute discretion. Notwithstanding the Annual Community Impact Fee, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local ~~drug abuses~~ substance misuse prevention/treatment/education programs.

~~9-8. To the extent that any payments to be made by the Company in accordance with this Agreement are deemed not enforceable or not required, the Company agrees to voluntarily donate or gift the equivalent of such payments to the Town.~~

~~10-9.~~ The Company acknowledges that but for its agreement to provide Annual Community Impact Fee funding hereunder, the Town would not have entered into this Agreement; thus, (i) in the event the Company takes any action (“Action”) to seek a determination from any regulatory authority or a decision from a state or Federal court seeking to enjoin, strike, limit or otherwise render moot its obligation to provide any or all Annual Community Impact Fee funding under this Agreement the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorneys’ fees, and all other related expenses incurred in such Action, provided that the Town is the prevailing party, and (ii) in the event of any action taken by the Town against the Company arising from or related to this Agreement, the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorney’s fees, and all other related expenses incurred in such Action, provided that the Town is the prevailing party, and (iii) in the event the Town commences an action to collect (“Collection Action”) Annual Community Impact Fee funding due, the Town shall be entitled to recover from the Company all reasonable costs incurred, including court costs, attorneys’ fees, and all other related expenses incurred in such Collection Action.

Commented [JM1]: The CCC see this as a violation of 94(G) – please see Section 2 of the CCC’s Guidance on Host Community Agreements

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company anticipates that it will make purchases of water and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment, including Town Counsel’s reasonable and standard legal fees for all services rendered in negotiating this agreement upon presentment of a detailed invoice from Town and reviewing any issues related to the Company’s license application with the CCC, ~~regardless~~ Counsel, regardless of whether the CCC issues the license, and

Commented [JM2]: What is TC’s fee structure? Let’s put a cap on this amount to reduce uncertainty here – say \$2,500.00?

Commented [JM3]: The Town has no purview of or participation in the application process aside from signing a form letter that all zoning requirements have been met by the applicant in their location, or if not yet met, that the applicant is in good standing to complete such requirements. The letter takes about 10 minutes to review and execute. What other review of issues is contemplated here?

said fees shall not be considered part of the Annual Community Impact Fee. If the Town receives other payments from the Department of Revenue or any other source, the funds which have been collected by assessment or fee against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts or by Town Meeting, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments. The Company also hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town, unless such challenge, contest, or appeal is made in good faith based off the Company's evidence to the contrary of the assessed charges and fees, and follows the usual Town procedures for a similar challenge, contest or appeal of such charges or fees.

2. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments. The Board of Selectmen, in its discretion, may agree to waive all or a portion of the late payment penalty, for good cause, upon prior written request of the Company.

C. Annual Reporting for Host Community Impact Fees

The Company shall submit annual written reports to the Town within thirty (30) days after the payment of its fourth (4th) quarterly installments of the Annual Community Impact Fees with a certification of: (1) its annual Gross Sales; and (2) its compliance with all other requirements of this Agreement. Said annual written report shall include certified copies of all financial records which relate to the determination of Gross Sales that it is required to submit to the CCC. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town or its agents with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth, including the CCC and Department of Revenue, for purposes of obtaining and maintaining a license(s) at the Establishment.

Upon request of the Town, during the term of this Agreement and for three (3) years following the termination of this Agreement, and no more than once in any year, the Company shall have its financial records examined, copied and audited by an Independent Financial Auditor to be selected by the Company from professionals from the area surrounding Gill, MA. The initial cost of such audit shall be borne by the company, and if no discrepancies are found, shall be offset against the next Annual Community Impact Fee payment; if discordances are found, the Company shall not offset such costs, the expense of which shall be borne by the Company provided however, that the reasonable costs of such audit may be off set against the next Annual Community Impact Fee payment. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours or other mutually acceptable times and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities. If, after such audit, an additional fee or payment is owed to the Town, it shall be remitted to the Town within thirty (30) days of receipt of the audit report and shall include the applicable Late Payment Fee as described in Paragraph 2.B.2 above.

Commented [RP4]: I understand the proposed change, but want to get Town Counsel's input.

3. Charitable Donations and Education/Prevention Programs

The Company agrees to make an annual charitable donation in the aggregate amount of \$10,000 to a maximum of three charitable, research, educational or community organizations that benefit the residents of the Town. The Company will consider the recommendation of the Board of Selectmen, or its designee, if any. This annual charitable donation shall not be considered part of the Annual Community Impact Fee and shall be used solely for charitable or educational purposes. Said donation shall be made no later than sixty (60) days following the end of each twelve (12) months of operation of the Establishment, and shall continue for the term of this Agreement.

The Company, in addition to any other payments specified herein, shall annually donate an amount no less than five thousand dollars (\$5,000) to the Gill-Montague Regional School District or a non-profit entity or entities approved by the Town for the purposes of drug abuse substance misuse prevention/treatment/education programs and/or health and wellness programs to benefit the students of the Gill-Montague Regional School District ("District") or any successor thereto. Said programs shall be conducted in the Town or Regional School District. Prior to the selection of a non-profit entity program for this purpose, the Company will review their intentions with the Town, acting through its Town Administrator and Chief of Police, and with the District, acting through its Superintendent, to ensure the proposed programming is consistent with community needs. The contribution for said programs shall not be considered part of the Annual Community Impact Fee and shall be used solely for charitable or educational purposes. Said contribution shall be made no later than sixty (60) days following

the end of each twelve (12) months of operation of the Establishment, and shall continue for the term of this Agreement.

Documentation of the donations and contributions made in accordance with this section shall be included in the Company's annual report to the Board of Selectmen.

4. Local Property Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord or by the owner of the property and ~~neither the Company nor its landlord nor the owner of the property shall not~~ object or otherwise challenge the taxability of such property unless such challenge, contest, or appeal is made in good faith based off the Company's evidence to the contrary of the assessment, and follows the usual Town procedures for a similar challenge, contest or appeal of such taxes, and shall not seek a non-profit, agricultural or any other exemption or reduction with respect to such taxes.

~~Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment of the Annual Community Impact Fee made by the Company under Section 2 of this Agreement. Nothing in this Agreement shall prohibit the Company from challenging the fair cash value of all real and personal property, as assessed by the Town, pursuant to an abatement application or otherwise.~~

5. Local Tax Option

The Company acknowledges the Town accepted M.G.L. c. 64N, §3, imposing a local sales tax upon the sale or transfer of marijuana, marijuana products and marijuana accessories by a marijuana retailer operating within the Town at a rate of three percent (3%) of the total sales price (the "Local Sales Tax"). The Company and the Town understand that compliance oversight, collection and remitting of this Local Sales Tax is the responsibility of the Massachusetts Department of Revenue. The Company and the Town understand and acknowledge that the Local Sales Tax is separate and distinct from the Annual Community Impact Fee payment referred to in Section 2 of this Agreement.

6. Vehicle Management

Commented [JM5]: Happy to make the donations, but per the CCC guidance on Host Community Agreements: "Any fee that is more than 3% of gross annual sales is not a valid community impact fee. Moreover, any fee whether characterized as a fee, donation or other exaction, including any assessment above 3% of gross annual sales, must also comply with applicable law and the legal requirements discussed above."

Commented [RP6R5]: Will need the Selectboard to weigh in – do they like the idea of the charitable contributions, or would they rather have the \$ come to the Town in the ACIF?

Commented [RP7R5]: Would adding the following language at the end of this section eliminate the technicality raised by James M.? It would just be a question of whether Leaf Joy will agree to it.
"The Parties hereby recognize and agree that the donations to be made by the Company in accordance with this section shall not be deemed an impact fee subject to the requirements or limitations set forth in M.G.L. c. 94G, s. 3(d)."

Commented [JM8]: We can agree that the Company will not object but cannot agree to compel the behavior of a third party not subject to this Agreement.

Commented [JM9]: Help me understand this section – the Company can pursue abatement, but then if the abatement is granted, they have to pay a gross-up to what the value would have been if not abated? This seems inefficient – why not simply say "The Company will pay all real or personal property taxes assessed against the Company at the assessed rates?" – we should be treated as any other taxpayer in town.

The Company agrees to keep in Town any and all vehicles owned by the Company and used in connection with the delivery and/or transportation of marijuana and other products to or from the Establishment, to register in Town all vehicles used for such purpose and owned by the Company and to pay motor vehicle excise taxes on such vehicles to the Town. However, any use of a third-party transportation service shall be exempt from this Section 5.

7. Community Support

A. Local Vendors: To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive. The Company also agrees to make reasonable efforts to utilize women-owned, veteran-owned and minority-owned vendors within the Town. Best and reasonable efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact.

B. Employment: Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use its best efforts in a legal and non-discriminatory manner to give priority to hire residents of the Town as employees of the Establishment when such residents are properly qualified, have equivalent availability, are requesting equivalent compensation, and at an equal or greater skill set than individuals under consideration outside of the Town.

C. Approval of On-Site Manager: If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.00 *et seq.*, or such other state regulations, as the case may be, of the person proposed to act as On-Site Manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check or provision of the results of a CORI check performed by the Company with the proposed Manager's authorization to disclose same to the Town. The Town, through its Town Administrator, shall promptly and reasonably consider such information for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as On-Site Manager. Should the Town not object within seven (7) days following submittal, such applicant shall be considered to be approved. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of On-Site Manager.

D. Positive Impacts on Youths: The Company shall meet at least annually with representatives from the Partnership for Youth/Communities That Care Coalition, or a successor organization, to discuss ways the Company can support young people in positive ways, including youth mental health, youth activities, and youth workforce development.

E. Community Service: Upon the Sales Commencement Date, the Company agrees to provide no less than one hundred fifty (150) paid or unpaid volunteer hours annually, to be provided by the

Commented [JM10]: 30 days is too long – we will lose candidates if we make them wait a month to be approved for hire. A week seems more reasonable.

Commented [RP11R10]: Ok, with addition of “proposed”

Company's management and employees. Such volunteer hours shall be intended, to support to support community development and/or community improvement projects within the Town of Gill at the Company's discretion, including but not limited to: participation on or support for Town committees, arts and educational programs, youth programs, senior assistance, veteran assistance, or community clean up. Should Company employees be unable to participate in such events, the Company shall offset any volunteer hours against a donation to the community improvement or development projects of \$2,250.00 (150 hours x \$15.00 minimum wage), with any such donation to be credited to the Annual Community Impact Fee.

Commented [JM12]: This provides a safety valve if employees may object in some fashion to participation in the events.

Commented [RP13R12]: If employees "volunteered" for community service and were paid for that time, would the cost of that time count against the ACIF?

F. Mitigation of Community Concerns: The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Establishment. Said written policies and procedures shall be presented to the Board of Selectmen as part of the Company's annual report. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Board of Selectmen shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more reasonable and valid complaints from citizenstown residents or property owners within any three (3) month period relative to the failure to mitigate reasonable concerns or issues relative to the operation of the Establishment, the Company shall be required to meet with the Board of Selectmen or its designee if requested by the Town, which may require that additional usual, reasonable, and industry standard measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board of Selectmen. Said cost of any additional measures shall not be considered part of the Annual Community Impact Fee.

Commented [RP14]: Three immediate neighbors are businesses, and the State owns land that abuts the Property.

G. Annual Reporting of Community Support Measures: The Company's annual report to the Board of Selectmen shall include information concerning the Company's use of local vendors, the number of Gill residents employed at the Establishment and a description of the measures taken to fulfill this workforce hiring commitment, and the Company's activities with regard to having a positive impact on youths. The Company shall furnish the Town with such further information and documentation as the Town may reasonably request to support and document compliance with this Agreement.

8. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and the Sales Commencement Date at the Establishment.

The Company shall provide to the Police Department its hours of operation and after-hours contact information, access to surveillance operations, and shall require employees and other agents of the Company to produce their CCC-issued registration card to law enforcement upon request. A key-and-lock system shall not be the sole means of controlling access to the Establishment, and prior to the Sales Commencement Date the Company agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to the Establishment and to areas in which marijuana or marijuana products are kept.

The Company agrees to cooperate with the Police Department, including but not limited to reasonable periodic meetings to review operational concerns, security, delivery schedule and procedures, determining the placement of interior and exterior security cameras and ensuring security cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Establishment is located, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any reasonable and industry-standard anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a reasonable and industry-standard comprehensive diversion prevention plan, such plan to be in place prior to the Sales Commencement Date at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors, Company employees or others that may indicate the potential for diversion through a CCC-accredited Responsible Vendor Trainer; (ii) utilizing appropriate tracking of all inventory at the Establishment, which shall be fulfilled by use of the METRC seed-to-sale tracking system; and (iii) refusing to complete a transaction if the customer appears to be under the influence of ~~drugs or alcohol~~ alcohol, drugs, or other controlled substances.

~~The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the need for police or EMS details, if said details are deemed necessary by the special permit granting authority, the Police Chief, or the Fire Chief. The Company will pay any and all fees associated with such details.~~

Should the Company or the Town receive five (5) or more complaints regarding traffic in any three (3) month period, the Company shall meet with the Police Chief to discuss and implement reasonable and industry standard traffic calming measures, which may include use of a detail.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security

Commented [JM15]: There is not a single entity in Massachusetts still using any form of details for retail operations. To waive any right to discuss the necessity of such could lead to abuse of the privilege.

Commented [RP16R15]: Ok

alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

9. Additional Obligations

A. Retained Authority of the Municipality

This Agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations. However, the Town shall not deny or restrict any approvals and/or permits solely on the grounds of the Establishment being used for Marijuana purposes, and shall use the same standards of review and burden of proof as would be used for a similarly-situated non-marijuana use of the Establishment.

B. Annual Reporting

The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report. Such report shall be kept confidential to the greatest extent permitted by law, and may be accompanied by a public-facing executive summary with confidential exhibits, for the purposes of security and/or protecting sensitive business information from competitors.

The Company shall, at least annually, provide the Town with copies of all reports submitted to the CCC regarding the Company's operations at the Establishment, including but not limited to a report certifying to the Town the gross revenue for the preceding calendar year.

C. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters. Any such inspection shall take place during regular business hours or at a mutually acceptable time and will not unreasonably impede or interfere with business operations. All such inspections shall follow all CCC-required access control and visitor regulations.

D. Improvements to the Property

The Company shall make capital improvements to the Property such that the Property will match the look and feel of the Town and the surrounding parcels used for similar non-marijuana purposes, and be of construction standards at least at the quality of other nearby similar non-marijuana businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Company agrees that the Establishment shall be adequately screened from the public way and nearby properties to the reasonable satisfaction of the Board of Selectmen.

E. Cooperation

The Company will work cooperatively with all necessary Town departments, boards, commissions, and agencies to ensure the Company's operations are compliant with all Town bylaws, codes, rules, and regulations.

F. Compliance

The Company agrees to comply with all laws, rules, regulations and orders applicable to the license, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

10. On-Site Consumption

The Company agrees, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana products at the Establishment.

11. Limitation on Operations

The Company acknowledges and agrees that this Agreement covers the operation of a Marijuana Retail Establishment for dispensing and selling adult-use marijuana and no other business enterprise, including the delivery of marijuana, shall be undertaken at the Establishment absent express written agreement of the Town.

12. Hours of Operation

The Company agrees that it will submit a proposal for regular and fixed hours of operation, which in no case shall exceed the hours of operation of any package store in the Town, and shall not be restricted to less than the hours of any package store in the Town.

13. Notice of Licensure and Sales Commencement

The Company shall notify the Town within seven (7) days of the issuance of a final license from

the CCC. The Company will provide written notice to the Town at least thirty (30) days in advance of the anticipated Sales Commencement Date, and thereafter within seven (7) days shall provide written notice to the Town of the actual date of its first sale from the Establishment.

14. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation.

While under no obligation to enroll, the Company and its landlord shall annually review the opportunities provided by the Gill Community Choice Power Supply Program.

The Company shall use lighting practices to reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only when and where needed, and shielding any indoor lighting after sunset and before sunrise.

15. Waste and Waste Water Controls

The Company shall comply with all regulations and reasonable requests of the Town's Sewer Commissioners and the Riverside Water District.

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program, Town of Gill Sewer Use Regulations), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105. When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

Product packaging, including exit bags, shall be recyclable or re-usable to the maximum extent practicable and permissible.

16. Odor Control

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. Any reasonable complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties shall be addressed thoroughly and expediently by the Company. The Town shall treat any odor complaints regarding the facility with the same process and scrutiny as they would odor complaints from any other non-agricultural, non-cannabis business within the Town.

Commented [RP17]: Right to Farm bylaw has a different process, but otherwise this equal treatment provision makes sense. The gas station across the street, or the Mexican food truck across Route 2, are just as likely to produce odors as this retail store.

17. Re-Opener/Review

The Company or any “person or entity having direct or indirect control” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any person or entity having direct or indirect control in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or person or entity having direct or indirect control enters into a Host Community Agreement that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

18. Municipal Support

The Town agrees to timely submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company’s application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town’s normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

19. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in Town, or five (5) years from the date of this Agreement, whichever is earlier. Unless agreed upon or required sooner, within one hundred twenty (120) days of the conclusion of the term of this Agreement the Parties shall begin negotiations in good faith to extend the Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or

replaced. Any renegotiation of this Agreement shall include a review of the positive and negative impacts upon the Town, its residents and businesses resulting from operation of the Establishment, including, without limitation, community health, associated business growth, traffic, crime, use of Town resources, proximate property value impacts, and other documented impacts. The Annual Community Impact Fee shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d) or other term as may be allowed by the Legislature.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation, unless the matter cannot be cured within thirty (30) days and the Company has begun efforts to cure such matter within 30 days of such written notice; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation unless the breach cannot be cured within thirty (30) days and the Company has begun efforts to cure such breach within 30 days of such written notice.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Establishment.

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Establishment within two (2) years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time to pursue or await the determination of an appeal of any permit or other legal proceeding.

20. Successors/Assigns

This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other material change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance

in writing by the Town, which approval shall not be unreasonably withheld, restricted, or conditioned so long as the proposed assignees meet all qualification standards as outlined by the CCC.

21. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement shall be in writing, with copy by email, and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service to the addresses below or as furnished from time to time in writing hereafter by one party to the other party. Notice shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the Town: Town Administrator
325 Main Road
Gill, MA 01354
administrator@gillmass.org

To the Company: Greg Faiziev
1 Main Road
Gill, MA 01354
leafjoygill@gmail.com

With a copy to: James McMahon, Esq.
McMahon Strategic Development, LLC
517 Boston Post Road #642, Sudbury, MA 01776
james@mcmahonstrategic.com

22. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

23. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes any and all prior agreements, negotiations and representations, either oral or in writing, between the Parties hereto. This Agreement shall not be modified or amended except by a written document executed by authorized representatives of both Parties to the original Agreement.

24. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

25. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. ~~Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the enforceability and/or validity of this Agreement is challenged by the Company in any agency or a court of competent jurisdiction, the Company shall pay for all fees and costs, including attorneys' fees and costs at a rate customary for private municipal counsel work, incurred by the Town in enforcing this Agreement.~~

Commented [JM18]: If the Town acts in contravention to the Agreement, or attempts to abrogate the terms of this Agreement, the Company must reserve the right to challenge such actions– it keeps both sides even and honest.

26. Governing Law and Exclusive Venue

The Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the courts of Franklin County, Massachusetts for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

The Company acknowledges that its operations pursuant to the State licenses to sell marijuana and marijuana products is as permitted under the laws and regulations of the Commonwealth of Massachusetts and that such activities are currently illegal under the laws and regulations of the United States of America. The Company acknowledges that it may be subject to claims and actions by governmental entities and private individuals or entities related to the current inconsistency of its operations with federal law or otherwise. The Company agrees that the Town shall not have any obligation to the Company or liability arising out of any enforcement action by governmental authorities or lawsuit by any private individuals or entity related to the Company's operations in connection with the Establishment or license(s). ~~The Company shall indemnify, defend and hold the Town harmless with respect to any governmental enforcement actions, or any private claims or actions, related to the Establishment or license(s) operations and shall pay for all reasonable fees and costs, including reasonable attorneys' fees and costs, resulting to the Town therefrom.~~

Commented [JM19]: Covered in later Indemnity section

27. Not Construed Against the Drafter

Both Parties acknowledge they have read this Agreement, have had the opportunity to review it with their respective counsel, and have agreed to all of its terms. No provision(s) of this Agreement shall be construed by any court or other jurisdictional authority against any party hereto by reason of such party being deemed to have drafted or structured such provision(s).

28. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

29. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

30. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

31. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

32. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in Town or relocates the Establishment out of Town; provided however, in the case of any relocation out of the Town, the Company agrees that an adjustment of Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town and due immediately, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

In the event the Establishment is relocated out of the Town prior to the second anniversary of the Sales Commencement Date, the Company shall pay the Town as liquidated damages an amount equal to ten thousand dollars (\$10,000) in consideration of the expenditure of resources by the Town in negotiating this agreement and preparing for impacts.

33. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable attorneys' fees and costs, reasonable consultants' fees and costs, as well as all other fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands, and in enforcing this Agreement. The Company agrees, within thirty

Commented [JM20]: If we are already paying TC to review this agreement, and paying the CIF to cover any other impacts, what other expenditure of resources is contemplated here?

Commented [RP21R20]: My time, Police Chief's time,

(30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

The Town shall indemnify, defend, and hold the Company harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Company, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the Town's use of the Community Impact Fee and/or any other fees and payments required under this Agreement

~~The Town shall indemnify, defend, and hold the Company harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Company, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the Town's use of the Community Impact Fee and/or any other fees and payments required under this Agreement.~~

34. Representation of Authority

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

[SIGNATURE PAGE TO FOLLOW]

Commented [JM22]: Why is this objectionable? If the Company has no purview over how such funds are used, and the Town uses them in a manner in contravention of 94G, it stands to reason that the Company would be named as a co-defendant in any such action. Why should the Company bear that burden if they have no input into the use of such funds?

Commented [RP23R22]: Want to hear from Donna first. Some of the example HCAs I looked at dealt with Indemnification by simply omitting the section entirely, nobody indemnifies anybody.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the day and year first above written.

TOWN OF GILL,

LEAF JOY, LLC,

Ray Purington
Town Administrator
Duly authorized by vote of the Gill Board of
Selectmen on (date)

Greg Faiziev
Chief Executive Officer

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

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

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

February X, 2022

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

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

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

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

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

PART I: OVERVIEW AND INTENT

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

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

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- RECREATION

1 RECREATION

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

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

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

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

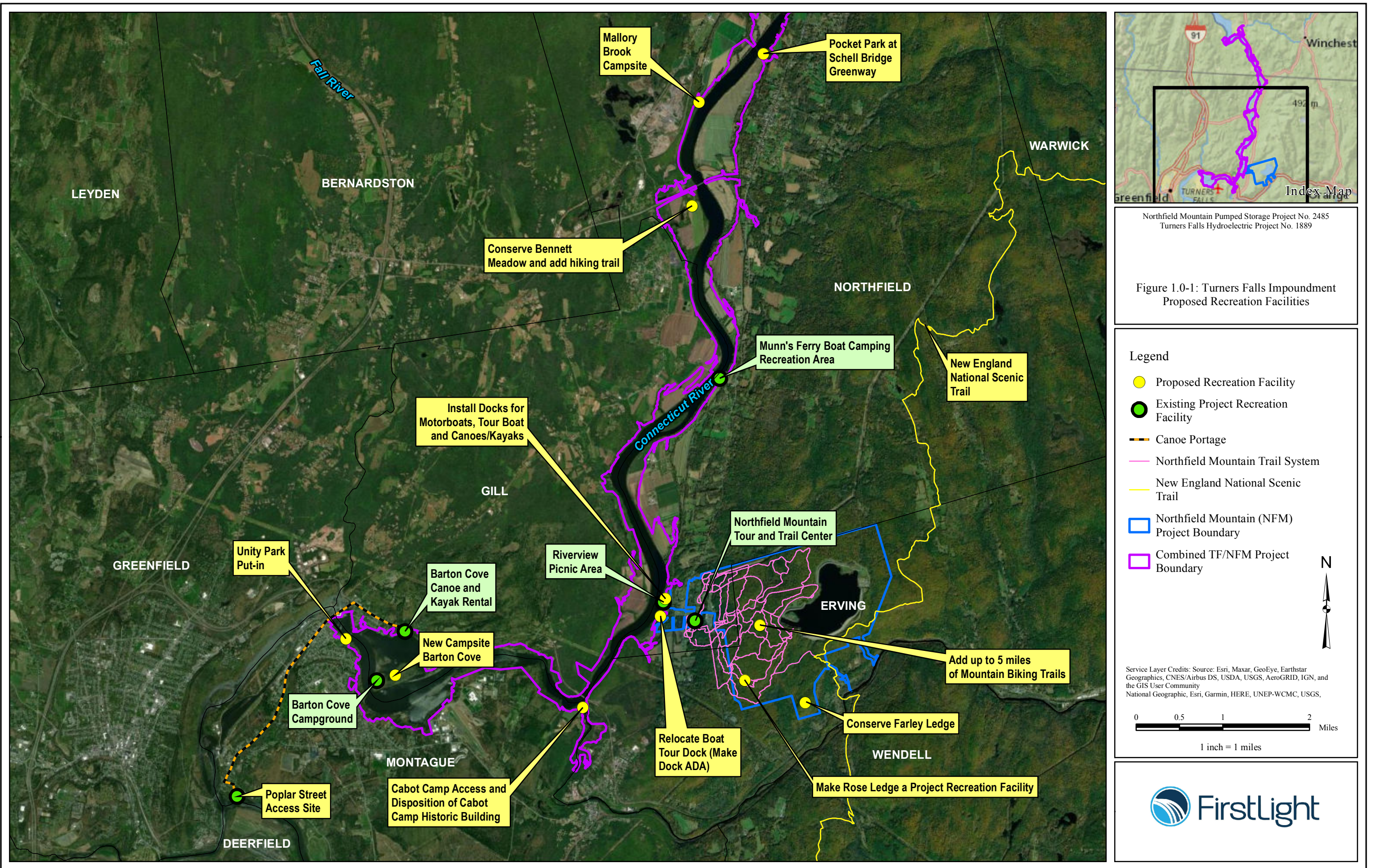
Table 1.0-1 Existing and Proposed Recreation Facilities or Features at the Northfield Mountain and Turners Falls Projects, Listed by Town

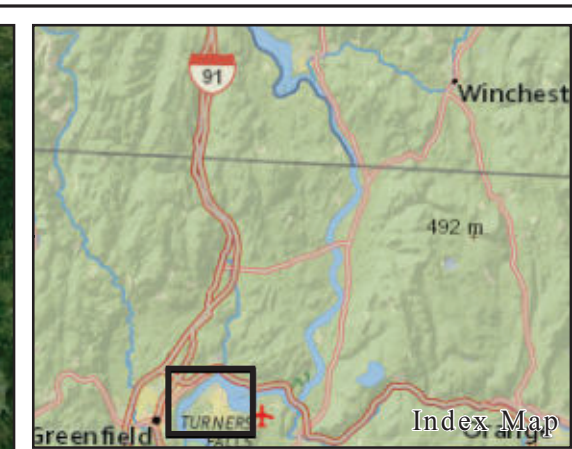
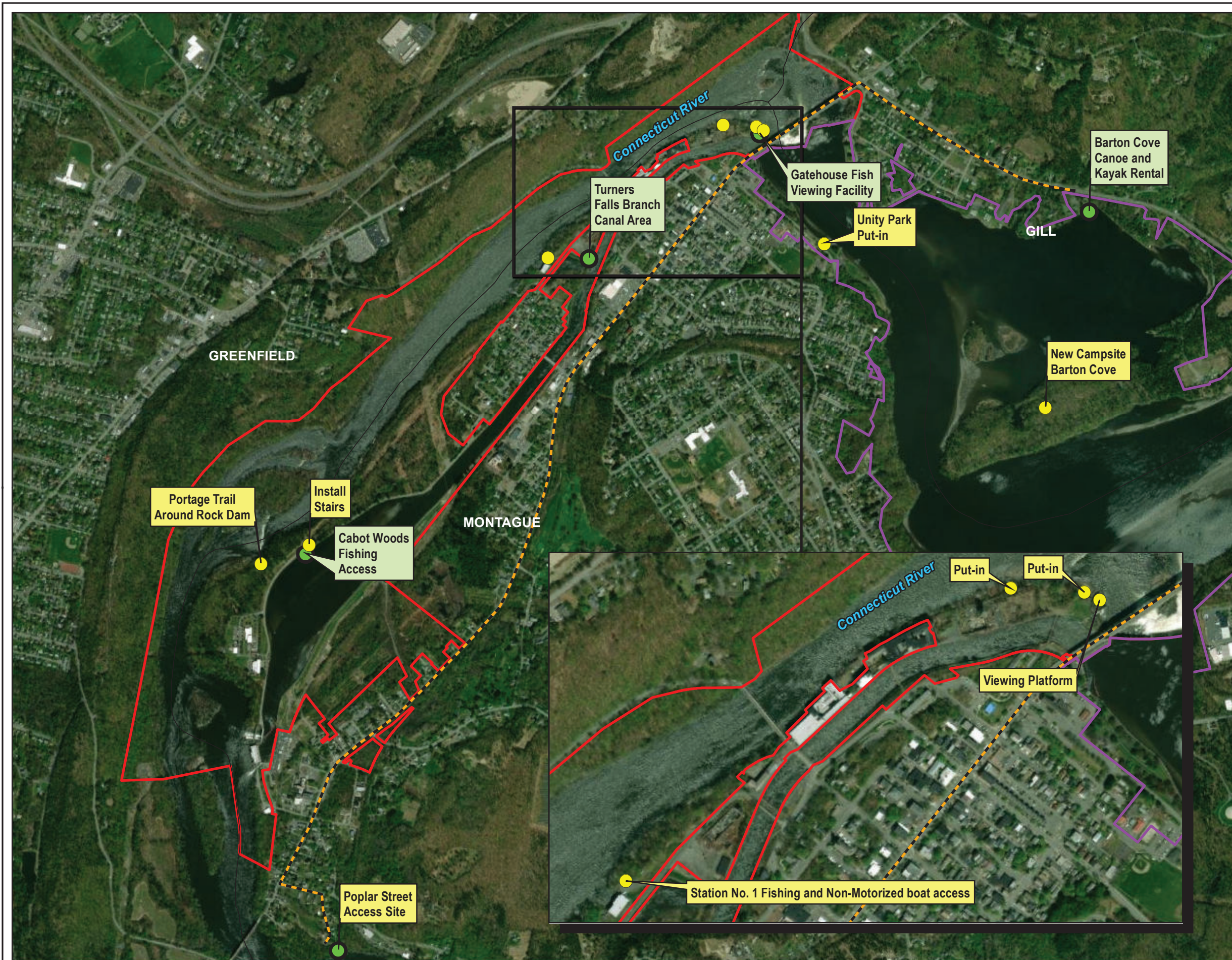
Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
Town of Northfield			
<u>Bennett Meadow</u> <ul style="list-style-type: none">FirstLight will permanently conserve FirstLight’s lands within Bennett Meadow that are not already under conservation easement,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

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

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

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





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,

0 0.1 0.2 0.4
Miles

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: _____

Title: _____

Signature: _____

Date: _____

Organization: Appalachian Mountain Club

By: _____

Title: _____

Signature: _____

Date: _____

Organization: American Whitewater

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Access Fund

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Connecticut River Conservancy

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Crab Apple Whitewater, Inc

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Franklin Regional Council of Governments

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Massachusetts Department of Conservation and Recreation

By: _____

Title: _____

Signature: _____

Date: _____

Organization: National Park Service

By: _____

Title: _____

Signature: _____

Date: _____

Organization: New England Flow

By: _____

Title: _____

Signature: _____

Date: _____

Organization: New England Mountain Bike Association

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Town of Erving, MA

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Town of Gill ,MA

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Town of Montague, MA

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Town of Northfield, MA

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Western Massachusetts Climbing Coalition

By: _____

Title: _____

Signature: _____

Date: _____

Organization: Zoar Outdoors

By: _____

Title: _____

Signature: _____

Date: _____

TOWN OF GILL

The Board of Selectmen, Town of Gill, received an application for a Public Gathering Permit from Turners Falls Schuetzen Verein on January 24, 2022.

A public hearing is scheduled to be held on February 14, 2022, at 5:30 PM at the Gill Town Hall second floor meeting room.

A copy of this application has been submitted to the following departments for review and comment:

			<i>Returned (X)</i>
Health	(X)	Fire	(X)
Highway	()	Inspection	(X)
Police	(X)		

As a result of a Public Hearing and comments received, this application is hereby:

Approved	(X)
Denied	()

Subject to the following:

- All fire lanes must be kept open at all times for access by fire & medical services
- Per past practice (a police detail for crowds over 300 people), except the monthly car show shall have a detail officer as may be required by the Police Chief
- Maintain egress pathways and emergency lighting if required
- All current Federal, State, and/or local COVID regulations, requirements, & guidelines must be followed. (i.e., food service, dining, gathering, etc.)

Date: February 14, 2022

Gill Selectboard

APPLICATION FOR PUBLIC GATHERING PERMIT

1) Name of Applicant/s _____ Turners Falls Schuetzen
Verein _____

Address _____ 55 Barton Cove Rd _____ Phone 413-863-
2686 _____

2) Name of Sponsoring Organization _____ Same as
above _____

Address _____ Phone # _____ 413-863-
2686 _____

3) Purpose of Gathering _____ Clam Bakes and seasonal
rentals and car cruises (3rd Thursday in May thru September)

4) Date/s of Gathering _____ May 15, 2022, September 18, 2022 clam
bakes _____

5) Location of Gathering _____ club
grounds _____

6) Gathering Start Time _____ 11:00 AM _____ Ends _____ 5:00
pm _____

7) Is entertainment provided? Yes () No (x) If yes, describe in detail the entertainment and equipment
to be used: _____

8) Number of people expected: _____ 500 _____ Are tickets being sold? Yes (x) No ()

If Yes, where are they being sold? _____ Club
Membership _____

How many have been
printed? _____ 500 _____

9) Describe sanitary facilities to be used _____ outdoor
bathrooms _____

10) Is food to be provided or sold? Yes (x) No () If Yes, described the food and kitchen facilities
to be used to provide safe and sanitary storage and preparation of all foods: _____ Kiln steamed seafood, kitchen
prep clam chowder made on site _____

11) Describe all buildings, tents or other structures to be used, including whether the buildings,
etc. are fire resistant, number of exits and seating capacity: _____ 500 _____ outside pavilion and a seasonal tent

12) Describe proposed parking site _____ 3 acre grass
field _____

How many vehicles can be parked safely? 300 What precautions will be taken to ensure vehicles
park only in designated locations? Police hired and members direct
parking

Will there be any off road parking? Yes () No (x)

What are the main points of access to and from the site: Barton Cove
Road

13) Who will provide crowd control and security coverage: Police detail and
membership

14) Are alcoholic beverages to be sold or furnished Yes (x) No () If Yes, Describe Locally License bar,
beer-wine-liquor

15) Other information needed to completely describe the proposed activity and its effect on the public's health,
safety and welfare: Commercial Kitchen inspected each year, Members Serve Safe Certified, DFIB on premises

The undersigned hereby applies to the Selectboard of the Town of Gill, 325 Main Road, Gill, MA 01354 for a Public
Gathering Permit pursuant to the provisions of the Town bylaw as follows:

PUBLIC GATHERING

Passed October 24, 1978
Amendment Passed May 12, 1979
Amendment passed November 6, 1989
Amendment passed April 10, 1990
Amendment passed June 7, 2004

No individual, group of people, or corporation shall conduct or participate in any gathering of more than three hundred people unless a permit for such gathering has been obtained from the Board of Selectmen. A written application for a permit shall be made at least thirty (30) days prior to the proposed gathering on a form provided by the Selectmen. Payment of Thirty-Dollars (\$30.00) shall accompany the application.

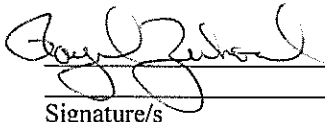
The Selectmen may send a copy of the application to the Board of Health, Highway Superintendent, Fire Department, Police Department and Building Inspector for their review and comment. The Board of Selectmen shall hold a public hearing on the application within 21 days of the receipt thereof and shall grant the permit unless it determines that the proposed gathering would threaten the public health, safety or welfare.

The Selectmen shall given written reasons for any permit application that is denied by them and shall have the right to revoke any permit if the applicant does not abide with the conditions attached to it or if the application failed to completely and accurately describe the proposed activity and its effect on the public health, safety, and welfare. Whoever violates any provisions of this bylaw shall be punished by a fine of \$200.00 for each offense. Each day that an individual, group of people, or corporation violates this bylaw shall constitute a separate offense.

The Select Board shall have the authority to issue a permit to an applicant which authorized the applicant to conduct a limited or unlimited number of gatherings during a period up to but not to exceed twelve (12) months in duration.

Approved by Attorney General January 12, 1979
Amendment approved by Attorney General July 3, 1979
Amendment approved by Attorney General February 6, 1989
Amendment approved by Attorney General June 8, 1990
Amendments approved by Attorney General July 19, 2004

By signing this application, the applicant states that the information supplied is true and complete and accurately described the proposed activity.

 _____ Raymond Zukowski _____ 01-24-2022 _____
Signature/s Print name Date
____ 413-522-5781 _____ raymondzukowski@gmail.com _____
Telephone # Email address

Revised 5/2/2017



m e m o r a n d u m

To: Building Inspector, Board of Health, Highway, Police and Fire Departments

From: Ray Purington, Town Administrator

Date: January 24, 2022

Re: Public Hearing on Gathering Permit Application

The attached application requires your review per Town bylaw. Please indicate conditions that may be applicable, endorse and return to the Selectboard before the Zoom public hearing, scheduled for Monday, February 14, 2022.

BOARD OF HEALTH Reviewed by [Signature] Date: 2-1-22

Are there any licenses or permits required to be issued by you for this gathering? ☒ Yes () No

Have any licenses or permits been applied for and issued? ☒ Yes () No

Are sanitary facilities adequate? ☒ Yes () No

Recommendations/comments: _____

HIGHWAY DEPARTMENT Reviewed by _____ Date: _____

Recommendations/comments: _____

POLICE DEPARTMENT Reviewed by _____ Date: _____

Is parking adequate? () Yes () No

Crowd Control () Yes () No

Security () Yes () No

Recommendations/comments: Per past practice (a police detail for crowds over 300 people), except the monthly car show shall have a detail officer as may be required by the Police Chief.

FIRE DEPARTMENT Reviewed by [Signature] Date: 1/25/22

Is fire protection adequate ☒ Yes () No

Recommendations/comments: All fire lanes must be kept open at all times for access by fire & medical services

BUILDING INSPECTOR Reviewed by Jim Hawkins by RP Date: 2/11/22

Do the proposed structures, enclosures, etc. comply with applicable building code? ☒ Yes () No

Recommendations/comments: No issues / No concerns



m e m o r a n d u m

To: Building Inspector, Board of Health, Highway, Police and Fire Departments

From: Ray Purington, Town Administrator

Date: January 24, 2022

Re: Public Hearing on Gathering Permit Application

The attached application requires your review per Town bylaw. Please indicate conditions that may be applicable, endorse and return to the Selectboard before the Zoom public hearing, scheduled for Monday, February 14, 2022.

BOARD OF HEALTH Reviewed by _____ Date: _____

Are there any licenses or permits required to be issued by you for this gathering. () Yes () No

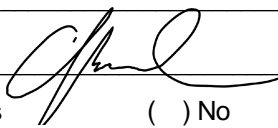
Have any licenses or permits been applied for and issued? () Yes () No

Are sanitary facilities adequate? () Yes () No

Recommendations/comments: _____

HIGHWAY DEPARTMENT Reviewed by _____ Date: _____

Recommendations/comments: _____

POLICE DEPARTMENT Reviewed by  Date: 01-25-2022

Is parking adequate? ☒ Yes () No

Crowd Control ☒ Yes () No

Security ☒ Yes () No

Recommendations/comments: Per past practice (a police detail for crowds over 300 people), except the monthly car show shall have a detail officer as may be required by the Police Chief.

FIRE DEPARTMENT Reviewed by _____ Date: _____

Is fire protection adequate () Yes () No

Recommendations/comments: All fire lanes must be kept open at all times for access by fire & medical services

BUILDING INSPECTOR Reviewed by _____ Date: _____

Do the proposed structures, enclosures, etc. comply with applicable building code? () Yes () No

Recommendations/comments: _____