



## ***SELECTBOARD AGENDA & MEETING NOTICE***

***Mon., July 3, 2023***

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

Location: Town Hall, 2<sup>nd</sup> floor meeting room, 325 Main Road, Gill

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: 8/29/22, 9/12/22, 10/11/22, 11/21/22, 12/5/22, 12/19/22, 1/30/23, 2/13/23, 2/27/23, 3/13/23, 3/28/23, 3/30/23, 4/10/23, 4/24/23, 5/8/23, 5/22/23, 6/5/23, 6/20/23
- FY24 Annual Appointments – Christopher Hample as a Firefighter through 6/30/24

### New Business

- Application by Denise Elwell for a One Day Beer & Wine License on September 2, 2023 for daughter's wedding reception at 231 West Gill Rd (former Oak Ridge Golf Course)
- Memorandum of Understanding between Towns of Gill, Erving, Northfield, Montague and the FRCOG to hire a qualified consultant to provide technical assistance and expert testimony on erosion related to the Northfield Mountain and Turners Falls hydroelectric facilities relicensing. (Gill's share is \$2,500, approved at 6/20/23 meeting)
- Appointment – Lynda Hodsdon Mayo as a Member of the Historical Commission through 6/30/26 (currently serving as an Alternate Member)
- Request from Ag Commission for Town to donate one Earth Machine Backyard Compost Bin as a giveaway for the September 24<sup>th</sup> Gill Fall Harvest Festival
- Other business as may arise after the agenda has been posted.
  - Invitation from Northfield 350<sup>th</sup> Parade Committee
- Public Service Announcements, if any
  - Trash & Recycling collection postponed to FRIDAY, July 7<sup>th</sup> due to holiday
- Warrants  
FY23 # 26 Vendors (\$38,762.43) & Payroll (\$44,916.11) – reviewed & signed on 6/20/23  
FY23 # 27 & FY24 #1 – review & sign

### Adjournment

### **Other Invitations/Meetings:**

Date	Time	Event	Location
Tues 7/4		Fourth of July holiday	
Mon 7/17	5:30 PM	Selectboard Meeting	Town Hall
Mon. 7/31	5:30 PM	Selectboard Meeting	Town Hall
Mon. 8/14	5:30 PM	Selectboard Meeting	Town Hall

# TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

## SPECIAL & ONE DAY LIQUOR LICENSE APPLICATION FORM

### CHECK ONE

☒ Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐ Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: Sept 2, 2023

1. Full name, address and phone number(s) of the organization and authorized representative making this application:

Denise Elwell  
443 Hoosac Road  
Conway MA 01341 (413) 772-9006

2. Full name, address and phone number(s) of manager who shall be responsible for the license:

Denise Elwell  
443 Hoosac Rd  
Conway MA 01341 (413) 772-9006

3. Nature of Event and Number of Attendees: \_\_\_\_\_

Wedding - Approx 140 people  
my daughters wedding reception on  
my property

4. Is the applicant a non-profit organization duly registered with the Secretary of State and/or the Attorney General's Non-Profit Organizations/Public Charities Division? If Yes, please **attach** appropriate documentation. YES ☐ NO ☒

5. Address and Location on the property where event shall be held:

231 West Gill Road  
(Oak Ridge)

6. Has the approval of the property owner been obtained? **YES** **NO**

7. Exact times of the license: **FROM** 3 o'clock AM/ **PM** (circle one)

**TO** 10 o'clock AM/ **PM** (circle one)

8. Has the applicant been issued similar licenses in Gill in the past 12 calendar months?

**YES** **NO**

If Yes, when? But, one was obtained July 2021

9. Does the applicant have an application for a license to sell alcoholic beverages pending before the Licensing Authority of the Town of Gill? **YES** **NO**

10. **Attach** a plan of the parking area, showing the number of parking spaces available and adequate space for emergency access.

11. Proof of Liquor Liability Insurance provided? **YES** **NO** Date: \_\_\_\_\_

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Lemuel Elwell  
Signature of Authorized Representative  
of Applicant

owner  
Title

6/6/2023  
Date

**Office Use Only:**

Date Approved: \_\_\_\_\_

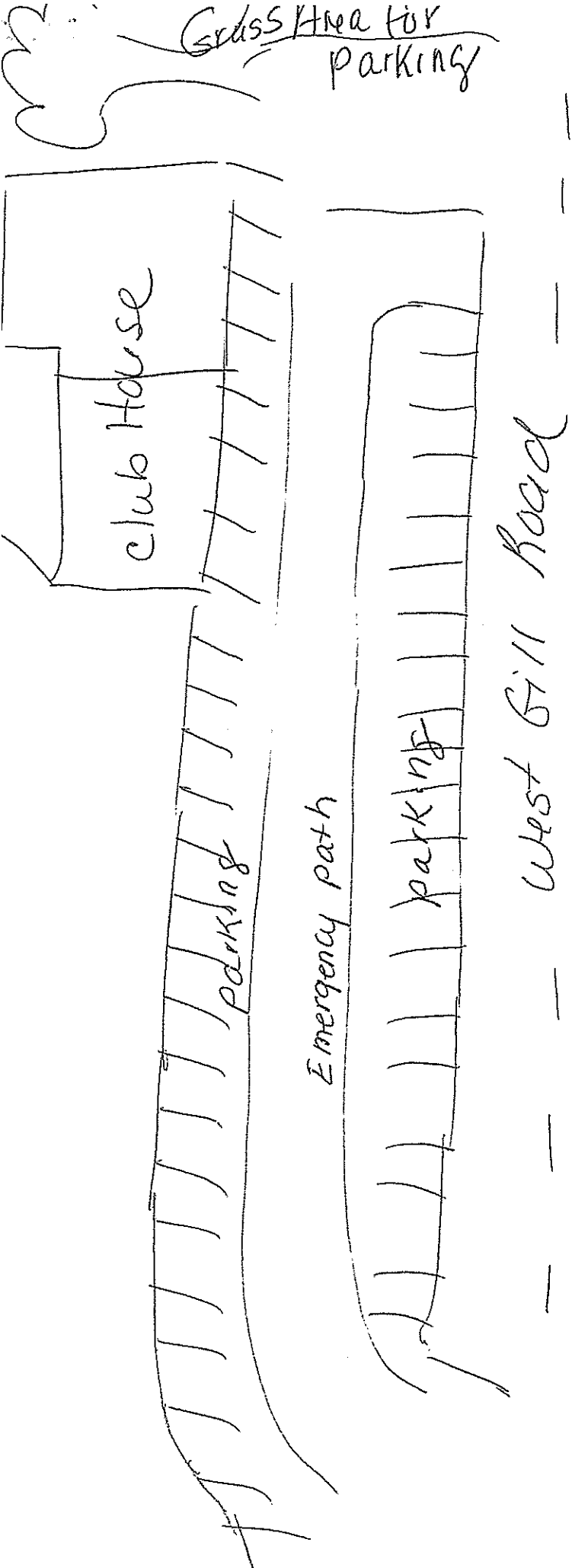
# Days Permit Issued For: \_\_\_\_\_

Start Date of License: \_\_\_\_\_

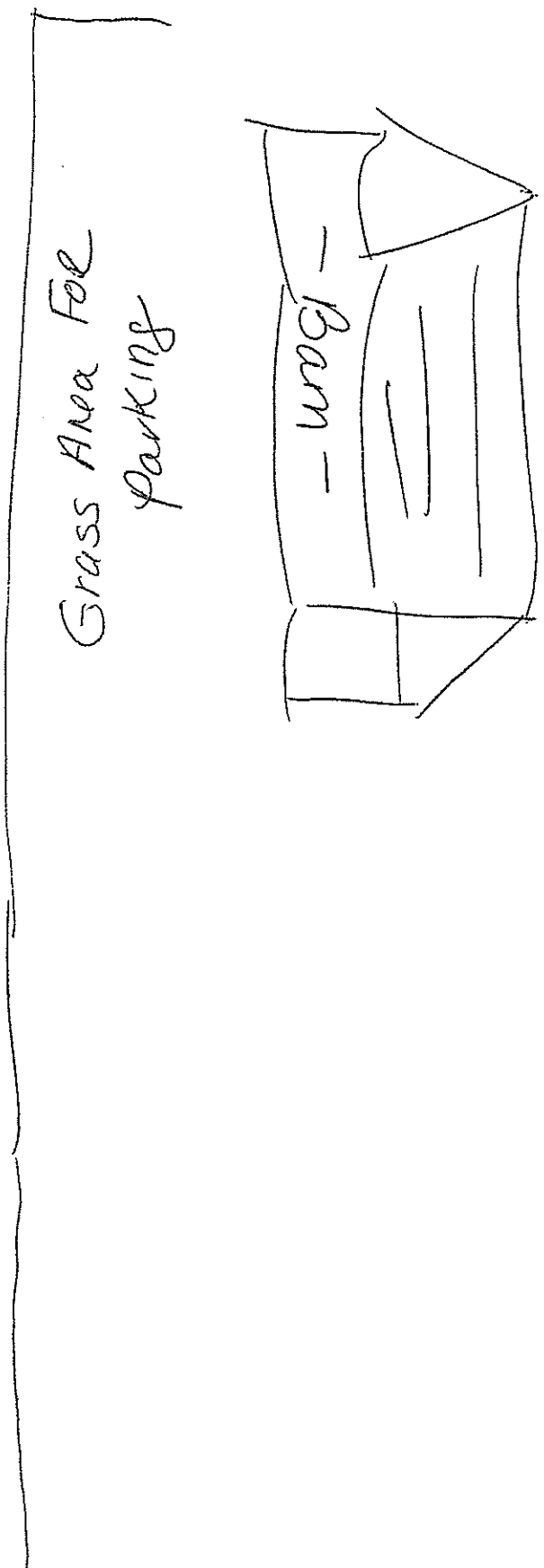
End Date of License: \_\_\_\_\_

Police Chief Signature: \_\_\_\_\_

Selectboard Authorized Signature: \_\_\_\_\_



Grass Area For Parking.



# TOWN OF GILL

MASSACHUSETTS



[www.gillmass.org](http://www.gillmass.org)

## SPECIAL & ONE DAY LIQUOR LICENSE

License #: 1D-2023-01

Fee: \$27.50

The Selectboard, as the Local Licensing Authority for the Town of Gill, hereby grants permission to:

Denise Elwell

(Full name of person, firm or organization applying for license)

To serve: X Beer X Wine      All Alcoholic Beverages (check all that apply)

On the Day of: 09/02/2023

Between the Hours of : 3:00 PM and 10:00 PM

At: 231 West Gill Road, Gill, Massachusetts  
(Street Address)

Former Oak Ridge Golf Course clubhouse and surrounding grounds being used for wedding reception  
(Location on Property)

To allow for compliance with all storage requirements under Massachusetts General Laws, Chapter 138, this license is valid beginning on 09/01/2023 and ending on 09/05/2023.  
(date) (date)

This License is issued and the activities of the Licensee shall be in accordance with the provisions of Massachusetts General Laws, Chapter 138.

Date approved: July 3, 2023

by the GILL SELECTBOARD

Local Licensing Authority

Issued by:

Ray Purington  
Town Administrator

**Memorandum of Understanding (MOU)**  
**between the Towns of**  
**Gill, Erving, Montague and Northfield**  
**and**  
**the Franklin Regional Council of Governments**

This Agreement is made by and between the Franklin Regional Council of Governments (FRCOG), with its principal place of business at 12 Olive Street, Suite 2, Greenfield, MA 01301, and the Massachusetts Towns of Gill, Erving, Montague, and Northfield (Towns or Participating Towns).

WHEREAS, FRCOG is a membership-based organization comprised of all Franklin County towns; and,

WHEREAS, the FRCOG serves the Towns by dealing with regional issues and needs that cross city, town, county, and even state boundaries through planning, policymaking, communication, coordination, advocacy, education, analysis, and technical assistance;

WHEREAS, Participating Towns, acting through FRCOG, desire to engage the services of a qualified consultant to provide technical assistance and expert testimony on erosion related to the Northfield Mountain and Turners Falls hydroelectric facilities relicensing and agree to work with the FRCOG to share erosion consulting services; and

NOW, THEREFORE, FRCOG agrees to work cooperatively with the Towns to hire a qualified consultant to provide environmental consulting services related to erosion including technical and procurement assistance provided by the FRCOG, within the parameters of the following Articles:

**ARTICLE 1: SCOPE OF SERVICES**

The Franklin Regional Council of Government (FRCOG) will coordinate erosion consulting services and share in the expense with the Participating Towns for assistance related to the FERC Relicensing of Northfield Mountain and Turners Falls Hydroelectric Facilities.

Erosion consulting services will be provided by a qualified environmental consultant to be selected. The consultant selected will assist in providing some or all of the services outlined in Attachment A – Scope of Work. FRCOG will provide direction and oversee the work of the Consultant selected in coordination with the Connecticut River Conservancy. Any specific request for services related to this MOU should be submitted to the FRCOG.

**ARTICLE 2: TERM OF MEMORANDUM OF UNDERSTANDING**

The term of the MOU will be from June 26, 2023 through June 30, 2024.

### ARTICLE 3: PAYMENT TERMS

Participating Towns will pay the Franklin Regional Council of Governments \$2,500 (two thousand five hundred dollars) each, for a total of \$10,000 (ten thousand dollars) at the time of signing. Such amount will be placed in a special account to draw from to pay for consulting services expenses. Reporting on expenses will be made to the Participating Towns semi-annually by FRCOG Staff. Any unspent town funding remaining after June 30, 2024 will be distributed to the Participating Towns in equal amounts unless the term and/or scope of this Agreement is extended and/or modified. The FRCOG is requesting \$10,000 towards the shared erosion consulting services, but requires the approval of FRCOG Council at their meeting on July 20, 2023. All expenditures will be shared on an equal basis with the Participating Towns provided approval is received from the FRCOG Council.

### ARTICLE 4: AMENDMENTS/MODIFICATIONS

Modifications to this contract shall not be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this MOU, and all other regulations and requirements of law.

### ARTICLE 5: INDEMNITY

The Participating Towns shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Towns under this Agreement. By entering into this agreement, the FRCOG and the Towns have not waived any governmental immunity that may be granted to them by operation of law.

The Participating Towns acknowledge that work completed under this MOU may not result in a positive outcome with respect to the decisions made by the FERC and/or MassDEP and shall hold the FRCOG harmless.

### ARTICLE 6: FORCE MAJEURE

Neither the Towns nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or

unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this Article, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### ARTICLE 7: SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and shall be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

#### ARTICLE 8: ASSIGNABILITY

Participating Towns shall not assign any interest in this MOU, and shall not transfer any interest in the same, without prior written consent of the FRCOG.

#### ARTICLE 9: CONFLICT OF INTEREST

No officer, employee, agent, or member of FRCOG or a Participating Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or a Participating Town, whether such interest is direct or indirect. FRCOG and Participating Towns shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### ARTICLE 11: NON DISCRIMINATION

The Towns and the FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.



## ARTICLE 12: GOVERNING LAW

This MOU shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

## ARTICLE 13: VIOLATION OF LAW

Participating Towns and the FRCOG shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

## ARTICLE 14: AVAILABILITY OF FUNDS

The consulting services provided by this MOU is subject to the availability of Town funds provided to the FRCOG.

## ARTICLE 15: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this MOU are for convenience only and shall not be deemed to be a binding portion of this MOU. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

## ARTICLE 16: ENTIRE UNDERSTANDING

This MOU, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the FRCOG and the Towns have caused this Memorandum of Understanding to be executed by their respective authorized officers.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

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Executive Director  
Linda L. Dunlavy

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Date

TOWN OF GILL

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

TOWN OF ERVING

\_\_\_\_\_  
Board of Selectmen, Chair

\_\_\_\_\_  
Date

TOWN OF MONTAGUE

\_\_\_\_\_  
Board of Selectmen, Chair

\_\_\_\_\_  
Date

TOWN OF NORTHFIELD

\_\_\_\_\_  
Board of Selectmen, Chair

\_\_\_\_\_  
Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org).

For FRCOG Use Only

MOU Reviewed by Finance: cem, 6/23/23 Account Line # 01- -2xxx

MOU Reviewed by Procurement: aw, 6/21/23

## ATTACHMENT A – PROPOSED SCOPE OF WORK

### **Expert Technical Review of Project Proponent FirstLight Power Resources' Erosion Causation Studies Prepared for the FERC Hydropower Relicensing and Massachusetts 401 Water Quality Certificate Processes for**

FERC Project No. 1889 Turners Falls Dam

and

FERC Project No. 2485 Northfield Mountain Pumped Storage Project

#### **Overview:**

The final scope of work will be determined by the Franklin Regional Council of Governments (FRCOG) in coordination with the Connecticut River Conservancy (CRC). The purpose of the work is to prepare expert written and oral testimony, as well as License term recommendations, grounded in river science and peer reviewed literature that supports stakeholders' position that hydropower operations alter river hydrology and morphology leading to shoreline instabilities. Specifically, the operation of the Turners Falls Dam and Northfield Mountain Pump Storage Project cause, or are a significant contributing factor to, bank instability and erosion along the Connecticut River in the Turners Falls Impoundment (TFI). The consultants' expert written and oral testimony will be used by stakeholders in the FERC relicensing process and the Massachusetts Clean Water Act 401 Water Quality Certification process ("401 WQC") process.

The effective dates of the scope of work for the project shall include Consultant's work between the Effective Date and issuance of the 401 WQC. This work will be done in consultation with Ron Shem, Legal Counsel, Tarrant, Gillies & Shems, Kelsey Wentling, River Steward at CRC, and Andrea Donlon and Kimberly MacPhee at the Franklin Regional Council of Governments (FRCOG). The scope of work shall include Consultant's review of and consultation with CRC, FRCOG and Legal Counsel related to First Light's 401 Water Quality Certification application and application to FERC for a new License including potential License terms. In addition, Consultant shall provide professional expertise and opinions to assist CRC and FRCOG in generating written and verbal comments on First Light's 401 WQC application, on any draft 401 Certification issued by Massachusetts Department of Environmental Protection ("DEP") and on the application to FERC for a new 50-year License. This Scope of Work does not include an appeal of DEP's 401 WQC decision, although the Parties may enter into a new scope of work to cover future work on a potential appeal if needed.

#### **Proposed Scope of Work Tasks:**

- Provide a general overview of scientific literature regarding the relationship between hydropower dams and river level fluctuations and erosion of shoreline, with a focus on the impact of pumped storage projects on erosion. If possible, this may include drawing comparisons between Northfield Mountain and similar projects in the northeast region, or areas with geology, climate, and/or watershed characteristics that are similar to that of the Connecticut River.
- Review the Princeton Hydro peer review of relicensing studies, as well as stakeholder memos regarding the reports, which will be made available to the consultant in a DropBox folder (key documents include a review from USGS and a modeler from USDA that were appended to comments submitted by NOAA National Marine Fisheries Service and FRCOG's U of Illinois peer review).
- Become familiar with FirstLight's studies: Study 3.1.1., the Full River Reconnaissance (along with appendices), Study 3.1.2 the Causation Study, Study 3.2.2 the Hydraulic Model, and Study 3.3.9 Appendix B (modeled velocities in the vicinity of the Northfield Mountain tailrace) in order to

understand Princeton Hydro's peer review (and others) and identify areas of concern and provide professional opinions (and literature support, etc.) regarding problematic areas of FirstLight's studies or provide comments and arguments to demonstrate the need to avoid, minimize, and mitigate project effects.

- Review FirstLight's Bank Stability Toe Erosion Model (BSTEM) modeling inputs and outputs with a focus on analyzing the appropriateness of the data inputs to the model, particularly the toe of slope data and groundwater level data); critique of the use of the model to assign percentages of erosion "causation" to various factors (e.g., FirstLight asserts almost all erosion is due to high flows); and the extrapolation of model results across 44 miles of shoreline. We have not found any peer reviewed literature that supports the use of BSTEM in the way FirstLight has used the model and interpreted the model results.
- Compile and analyze existing data on erosion rates in the TFI and examine how erosion may be exacerbated by operations at Northfield Mountain (we will provide relevant data sources and reports)
- Review Massachusetts Water Quality Standards and listed impairments in the TFI and the impact of erosion on achieving WQS in these river segments
- Work with FRCOG and CRC to provide written and verbal testimony with the above findings and assessment of primary factors driving erosion in the TFI

#### **Qualifications:**

- Demonstrated, technical expertise in the areas of river hydrology and geomorphology, river hydraulic modeling and shoreline erosion specifically related to hydropower operations
- Demonstrated knowledge of the current state of science related to erosion causation in rivers with multiple causal factors including hydropower
- Describe familiarity or technical expertise with riverine or hydraulic system modeling, such as HEC-RAS, BSTEM or other hydraulic modeling Ability to communicate technical information to both regulatory agencies and the public
- Strong written and oral communication skills
- Familiarity with Massachusetts water quality standards and the 401 Water Quality Certification process
- Ability and interest in working with a team of technical experts and advocates

**A specific scope of work and budget will be negotiated with the selected consultant.**



***"Reconnecting Northfield"***

Dear Neighbors,

We are writing to you on behalf of the Northfield 350<sup>th</sup> Parade and Birthday Celebration. What an exciting event for our town! Think of the growth Northfield has gone through since its founding in 1723. We welcome you, our neighbors, and friends, to come and help celebrate the uniqueness of our wonderful town and neighboring area with us!

The Parade Committee is looking for participants from your community to help make the 350<sup>th</sup> Celebration extra special! We anticipate that we will have many visitors on September 30<sup>th</sup> and we would love to showcase some of your special community members as well.

To let us know you would like to come, please fill out the enclosed form and mail it back to us in the enclosed, stamped envelope, or you can go to our website at [northfield350.org](http://northfield350.org) and complete a parade entry form online.

If you have any additional questions about the parade, please contact the parade participant coordinator Kathy Llamas at (413) 695-5626.

We hope you will sign up to join us on our special day!

Sincerely,

The Northfield 350<sup>th</sup> Parade Committee

**Town of Northfield 350<sup>th</sup> Anniversary Committee**  
**[www.northfield350.org](http://www.northfield350.org)**

# Northfield 350th Anniversary Parade Entry Form

Thank you for your interest in participating in the 350th Anniversary parade!

Please fill us in about your parade entry. If you cannot answer a "required" item at this time, just type "na" in the answer space.

\* Indicates required question

Parade Date: Saturday Sept. 30, 2023



*Reconnecting Northfield*

1. Entry / Organization Name \*

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2. Entry Description \*

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Contact Information

3. First Name \*

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4. Last Name \*

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5. Daytime Phone \*

---

6. Evening / Cell Phone

---

Mailing Address for Parade Information

7. Street Address / P.O. Box \*

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8. City \*

---

9. State \*

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10. Zip Code \*

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## Information About Your Entry

Please fill in all applicable information

### 11. Unit Type \*

*Check all that apply.*

- ☐ Antique Vehicle(s)
- ☐ Emergency Services (Ambulance / Fire / Police)
- ☐ Float(s)
- ☐ Marching Unit
- ☐ Tractor(s)
- ☐ Other (Please describe below)
- ☐ Check if your unit will have / provide music

### 12. Length of float in feet - including vehicle

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### 13. Number of marchers

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### 14. Multiple vehicles - number and type

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### 15. Animals - number and type (cleanup crew must be provided)

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16. Other Unit Type - please describe

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17. Any other information we should know

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#### Special Requirements

18. Are there any costs for which you would need reimbursement? Please describe

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19. Are there any other requirements with which you would need assistance?  
Please describe

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