

**Buckland Select Board
Meeting Minutes
January 24, 2023 5:00 p.m.
Buckland Town Hall**

Listing of Topics

5:00 p.m. Executive Session - Under the provisions of M.G.L. C.30A, Sec. 21(a) Exp. 2

Appointments

5:30 p.m. State Representative Natalie Blais

6:00 p.m. Public Hearing FY22-23 CDBG Application

Agenda Items

> Request for Determination - Financial Disclosure of Non-Elected Municipal Official -
> DLTA Request Form
> Annual Town Meeting
> FY24 Budget COLA, employee and retiree commitments -
> Appointments - Special Municipal Employee designation for Franklin County Solid Waste District representatives

Documents to Sign

Contract & Grant Documents -

> Letter of Support, Cultural Facilities Fund Grant for Memorial Hall Shelburne -

Permits & Licenses -

> Liquor License Amendment Application: Pledge of License, Amsoni, Inc.

Minutes - November 29, 2022 and January 10, 2023

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting

Select Board Member Concerns

Town Administrator's Report

Public Comment

Volunteer Recognition

Announcements & Upcoming Meetings

Attendees

Barry Del Castilho - Select Board Chair

Clinton Phillips - Select Board Vice-chair

Lawrence Wells - Select Board Member
 Heather Butler - Town Administrator
 Dana McNay - Falls Cable
 Mary Bolduc - Boards' Clerk
 Natalie Blais - State Representative
 Carmela Lanza-Weil
 Martin Yaffee
 Deborah Yaffee
 Marilyn Kelsey
 John Gould
 Michael Hoberman
 Linda Overing
 Michael Carter
 Sam Bartlett
 Christie Moore
 Janna Tetreault
 Nina Hrebenko
 Jacob Hanson

Meeting

Mr. Del Castilho called the meeting to order at 5:00 p.m. Mr. Phillips moved to go into Executive Session under the provision of M. G. L. c. 30A, Sec. 21 (a) Exp. 2. Mr. Wells seconded and a roll call vote was taken. Vote: Phillips, Aye; Wells, Aye; Del Castilho, Aye. Vote in favor of motion was unanimous. Board moved into executive session, and returned to open session at 5: 31 p.m.

Appointments

5:30 p.m. State Representative Natalie Blais - Rep. Blais provided Board members handouts on legislative initiatives, one focused on rural schools. She recognized the needs and struggles of rural communities, and welcomed questions/ comments from the Board. Mr. Del Castilho asked if the house budget will be delayed due to the governor's budget, stated that he is pushing MMA for school aid, and discussed the legislative process relative to school funding with Rep. Blais. She also addressed rural roads and Winter Road Recovery.

6:00 p.m. Public Hearing FY22-23 CDBG Application - Linda Overing opened by stating that this is a required public hearing for infrastructure improvements at the freight yard, Depot Street, and continued support of the food pantry. She then introduced Jenna Tetreault of Community Action to report on the Food Pantry. Jenna reported on the number of Buckland residents availing themselves of the Food Pantry services, the amount of food distributed in terms of pounds, numbers of deliveries to households, and the numbers associated with the pick up sites available to Buckland residents. She also quoted projections for 2023-34 use. She answered questions from the Board and thanked them for their support.

Mike Carter of GCG Associates handed out the final draft for proposed improvements on the Depot Street/Freight Yard project and gave a brief overview, noting the requests/suggestions made at the last forum. Mr. Phillips thanked him for “hitting it out of the park” by taking the feedback from the last meeting and incorporating it into the final draft. Mr. Wells and Mr. Del Castilho echoed his remarks.

Comments and questions included but were not limited to:

- > Q - Are there plans for beautification? A - Plants cannot be put on railroad property,
- > Q - Estimated time to finish? A - Put out to bid in winter of 2024. Project done in spring of 2024.
- > Q - What about storm water drainage? A- Mike Carter addressed, calling attention to map.
- > Q - Are you aware of problems with EV chargers starting fires? A hazard on RR crossing. Just an FYI.
- > Q - No way for handicap parking in front of Blue Rock? A - Mike Carter responded that it is not possible because of pitch of topography; would not fit specifications for handicap parking.
- > Q - Reiterated request for no buses. See a bus parking space. A - Mr. Phillips pointed out, that space implies “this is where we want you to park”, otherwise they will access multiple car spaces.
- > Q - First, thank you to Mr. Carter for a fantastic job. Appreciates Mr. Phillips comments on buses, but one is a visual suggestion for more. Suggests buses park in park & ride, church parking lots, perhaps the Sweetheart, or pay to park? A - Ms. Butler responded that CDBG grant applications have to check a lot of boxes, reference past studies, and bus parking is recommended in all of them. It makes the application weaker if not addressed. Linda Overing agreed with and expanded upon Ms. Butler’s answer.
- > Public Comment - Buses don’t add to the economy, followed by discussion.
- Q - How long do buses take to charge? What about amenities like trash cans? Pet waste? Linda responded that those items are not grant eligible.
- Q - Are things pitched toward the catch basin and is there a curb along parking? A - Mike Carter addressed both.
- > Public Comment - There need to be signage directing people/traffic “To Downtown”.

Each question and/or comment generated further discussion, the most highly debated being buses. Concern was voiced again over idling buses and it was noted that it is not allowed under state law. Also, there are incentive programs for private buses to go EV and the parking layout will allow for a charger for the bus. As requested in previous forums, the plan did not include public restrooms. Overall, the final draft was well received. Persons participating in discussion were Carmela Lanza Weil, Lynn Kelsey, Christy Moore, Sam Bartlett, and Deborah Yaffee.

At the end of the discussion, Linda Overing recapped the budget.

To be voted on in one vote: Mr. Phillips moved to submit the FY22/23 CDBG application for Depot Street and Freight Yard Parking Lot Improvements and Food Pantry

Assistance. Mr. Phillips further moved to authorize the Chairperson to sign all related documents; and to designate Heather Butler, Town Administrator, as Environmental Certifying Officer for the Town of Buckland. Mr. Wells seconded the motions, and vote in favor was unanimous.

Agenda Items

> Request for Determination - Financial Disclosure of Non-Elected Municipal Official - Planning Board Co-chair Michael Hoberman submitted a Financial Disclosure of Non-Elected Municipal Official and was present to discuss whether his financial interest would interfere with the discussions being held by the Planning Board with regards to a zoning bylaw amendment for short term rentals. If the Board approved the waiver, Mr. Hoberman could continue to participate in the process. If the Board did not approve the waiver, Mr. Hoberman would be required to abstain from the process.

Mr. Hoberman stated his wife runs an Air BNB which may bring in up to \$10,000/year. He further stated that he felt he could be objective/unbiased in his Planning Board deliberations and that by coming forward he was being transparent, that the town would know the process was being conducted fairly. He also called attention to the burden his absence would place on the remaining Planning Board members.

Mr. Del Castilho stated he had mixed feelings. Mr. Wells recognized Mr. Hoberman's service to the town. Mr. Phillips stated he chose to err on the side of caution. Discussion followed involving Mr. Hoberman and Board members. Mr. Del Castilho moved that the financial interest, as disclosed, is substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.. Mr. Wells seconded the motion. Vote in favor of motion: Wells, yes; Phillips, yes; Del Castilho, no. Motion carried by a vote of 2:1.

> DLTA Request Form - Mr. Del Castilho noted his thoughts and preferences, and John Gould of the Planning Board asked if Ms. Butler had received his message requesting continued assistance with the short-term rental bylaw process and other zoning recommendations. It was noted that this form was not to be used for shared police services purposes. Ms. Butler told Board members to send any other preferences/recommendations to her attention. No motion/action was taken on this agenda item.

> Annual Town Meeting - Because there was no desire stated to move the date of Town Meeting from May 6th, no motion/action was necessary.

> FY24 Budget COLA, employee and retiree commitments - Ms. Butler informed the Board of the following, followed by discussion:

Regarding employees, the current FY24 operating budget draft is modeled at a 3.5 increase which is the same percentage offered by Shelburne but potentially higher than the state average. The Town is also participating in a wage and compensation study to review the job descriptions and salary ranges for Town of Buckland employees. Should that study be complete in time for FY24 budget deliberations and there is a need to revisit COLA to consider other adjustments we can, and should, revisit.

Regarding retirees, documents provided by the FRRS provide an overview of the impact to the Town's future assessment, starting in FY26 if the Town votes to approve an additional 2% COLA for retirees. The Finance Committee has been asked to make a recommendation.

During discussion Mr. Del Castilho noted that although a municipal retiree, he is not a retiree of this Town, thus no conflict.

No action was taken at this time.

> Appointments - Special Municipal Employee designation for Franklin County Solid Waste District representatives - Jan Ameen, Director of the Solid Waste Management District has requested that each participating town appoint its representatives as Special Municipal employees, and once voted, the positions will be added to the list of special municipal employees on file in the Town Clerk's office and filed with the State Ethic's Commission. There was a brief discussion.

Mr. Phillips moved that the Select Board designate the position of Franklin County Solid Waste Management District representative as a special municipal employee position for the Town pursuant to M. G. L. c. 268A, section 1(n). Mr. Wells seconded and vote in favor of the motion was unanimous.

Mr. Phillips moved that the Select Board designate the position of Franklin County Solid Waste Management District Alternate representative as a special municipal employee for the town pursuant to M. G. L. c. 268A, section 1(n). Mr. Wells seconded and vote in favor of the motion was unanimous.

Documents to Sign

Contract & Grant Documents -

> Letter of Support, Cultural Facilities Fund Grant for Memorial Hall Shelburne - Carmela Lanza-Weil was present to discuss a grant opportunity for the restoration of Memorial Hall in Shelburne and request a letter of support for the application. Mr. Phillips moved to sign a letter of support to the Massachusetts Cultural Council for a grant to provide funding for the restoration of Memorial Hall in Shelburne. Mr. Wells seconded the motion and vote in favor was unanimous.

Permits & Licenses -

> Liquor License Amendment Application: Pledge of License, Amsoni, Inc. - Amsoni Inc., Buckland Neighbors, had requested the Pledge of their Liquor License

which they are eligible for due to their license being in good standing. Mr. Phillips moved to approve the application for the Pledge of Liquor License held by Amsoni, inc. and authorize the Chair to sign the application to be submitted to the Massachusetts Alcohol Beverage Control Commission. Mr. Wells seconded the motion, and vote in favor was unanimous.

Minutes -

> November 29, 2022 and January 10, 2023 - Mr. Phillips moved to approve both sets of minutes as written, seconded by Mr. Wells. Vote in favor of the motion was unanimous.

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting -

There were no unanticipated items.

Select Board Member Concerns - Mr. Del Castilho stated that since the final administrative structure for the Senior Center will not be completed for the 2023 Annual Town Meeting, he suggested two delegates from each member town be appointed to work with the administrative team. He proposed a Select Board member and a delegate from the Council on Aging. Due to Mr. Del Castilho's extensive participation in the Senior Center project, and Ellen Eller's as a COA member, Mr. Phillips moved to appoint them as Buckland's delegates. Mr. Wells seconded and vote in favor of the motion was unanimous.

Town Administrator's Report -

- > The Historical Society did not receive the original grant for which they applied (mill restoration), but have applied for another for the same purpose. The \$2500 appropriated for them will be applied to that grant instead.
- > Problems have been reported with winter sidewalks. There is a new person in facilities this year and understandably there is a learning curve. He is a one man show, so Ms. Butler asks that people be patient.
- > Regarding shared policing, Chief Bardwell and the Collins Center have met to iron out specifics on the budget. There is a meeting with Shelburne on February 1st, and Chief Bardwell presented scenarios to the Finance Committee at their January 23rd meeting.
- > The budget is moving forward with sessions scheduled for February 4 and February 6.
- > FRCOG is helping to move forward on the property at 50 Conway Street. There is a meeting at 4:40 on Thursday, January 26.
- > Conway Road - Weather is not helping. Ms. Butler referred to 18 Conway Street, home of Dana McNay, and the problems he has encountered during the project. His comments were the beginning of Public Comment as follows.

Public Comment

- > Dana McNay of 18 South Street outlined for the Board a timeline starting when he purchased his property in 1995. He detailed original flood plain designation, the cost of insurance, the release from flood plain designation, reinstatement, the current cost of

insurance, and the impact on the value of his property and what it would mean to his heirs. Prior to the Conway Street project, he never experienced flooding at his residence, but gave detailed information including dates and damages as a result of water damages due to the project. To be released from flood plain designation would require engineering studies and surveys at a significant cost to Mr. McNay. He is requesting access to those studies and surveys done for Conway Street project for his use in his pursuit to change his property's designation. Board members were not sure if current information would support the documentation Mr. McNay needs, but it can be explored.

> Marilyn Kelsey had reported earlier during the Freight Yard discussion that this meeting was not accessible on cable television. She went home after that portion of the meeting, and came back to report that although it was being recorded, it was still not able to be viewed on cable. She expressed her concerns for those who expect to watch meetings at home and are unable to, and wanted an explanation for the technical difficulties.

> John Gould addressed the Board about the impact of their earlier vote to not grant Mr. Hoberman the waiver he requested. He supported Mr. Hoberman's request, citing his years of service, his integrity, and the burden now placed on the remaining Planning Board members.

Volunteer Recognition - Everyone involved in the budgetary process was recognized for their participation and efforts.

Announcements & Upcoming Meetings - February 14th Select Board meeting including a Clesson Brook Watershed Assessment update.

With no further business, Mr. Phillips moved to adjourn seconded by Mr. Wells. Vote in favor was unanimous. Meeting adjourned at 8:20 p.m.

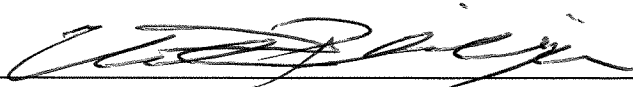
Respectfully Submitted by Mary Bolduc, Boards' Clerk, February 14, 2023

Signed:

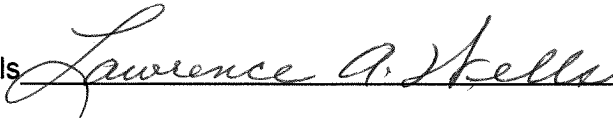
Barry Del Castillo



Clinton Phillips



Lawrence Wells



From: [Coryat, Corinne \(HOU\)](#) on behalf of [Blais, Natalie - Rep. \(HOU\)](#)
To: [Coryat, Corinne \(HOU\)](#)
Subject: Legislative Update from Rep. Blais
Date: Monday, January 23, 2023 9:55:06 AM

Dear 1st Franklin Selectboard Member:

The beginning of each two-year legislative session is a whirlwind of activity between reflecting on the last session, being sworn in, and introducing legislation for this session.

After being sworn in, we have 16 days to file "timely filed legislation." The 38 bills I introduced this session are the direct result of conversations I have had with you. Below please find a summary of the bills that you may be particularly interested in as a municipal official. You can find a summary of all 38 bills I introduced on my website at <https://www.repblais.org/sponsored>

In the next few weeks, we will learn what committees we have been assigned to and I look forward to sharing that news with you. Each and every bill introduced gets a hearing and committee assignments are the beginning of this diligent work.

I remain grateful for the opportunity to serve you as your State Representative and am thankful for your partnership and support. As always, please do not hesitate to reach out at any time if you have questions, comments or concerns.

All my very best,
Natalie

Natalie M. Blais
State Representative
Proudly Representing the 19 Communities of the 1st Franklin District
Email: Natalie.blais@mahouse.gov
Phone: 413-362-9453
Web: repblais.com
Twitter and Facebook: [@repblais](#)

Economic Development

An Act relative to the rural policy advisory commission (HD231)

The 15-member Massachusetts Rural Policy Advisory Commission (RPAC) was created by the legislature in 2015. The RPAC Commissioners have identified the lack of a full-time staff member as a major challenge in accomplishing its mandate. This legislation would create an Office of Rural Policy, staffed by an Executive Director, whose mission would be to enhance the economic vitality of rural communities and to advance the health and well-being of rural residents.

An Act to support rural job creation and business expansion (HD579)

The 170 rural communities in the Commonwealth require a comprehensive and sustained commitment from the state to address decades of disinvestment – resulting

in declining population growth; a disproportionately aging population; lower wages; and difficulty attracting or retaining a young, skilled workforce. A slower recovery from the great recession, compounded by the COVID-19 pandemic, has further deteriorated the economic and demographic conditions of rural communities. This legislation establishes a rural development initiative to provide technical assistance to identify and implement strategies that will spur direct investment in rural communities to create jobs and expand businesses, identify cross-sector partnerships, accelerate the engagement of community members in actionable planning, and implement local economic development initiatives.

Education

An Act to provide a sustainable future for rural schools (HD500)

Rural school districts in Massachusetts face unique and long-standing fiscal challenges. The Student Opportunity Act of 2019 acknowledged the need for the state to examine this area in further detail and established the *Commission on the Long-term Fiscal Health of Rural School Districts* for that purpose. This omnibus bill builds on the [commission's 36 recommendations](#) and serves as a continuation of the work of the Student Opportunity Act. Passage of this legislation will ensure students in every corner of the Commonwealth receive the resources and opportunity they deserve.

Municipal Support

An Act to reform payments in lieu of taxes for state-owned land (HD501)

In December 2020, State Auditor Bump issued a report that found that the Commonwealth's payments in lieu of taxes (PILOT) program for state-owned lands (SOL) is underfunded and disproportionately disadvantages smaller, rural communities in favor of larger, wealthier communities. Per a recommendation in the report, this legislation changes the formula to address this finding.

An Act creating a municipal and public safety building authority (HD3675)

Small towns across the Commonwealth do not have the tax base or borrowing ability to upgrade or build new public safety complexes and municipal buildings. This legislation creates an independent public authority, similar to authorities that help finance municipal school buildings and libraries, to provide matching funds for local public safety and municipal buildings.

Public Safety

An Act relative to non-membership service in public safety (HD578)

Small-town, non professional fire and police departments are unable to work past the age of 65 without obtaining special legislation to do so. Because of demographic shifts in rural western Massachusetts where population is decreasing and getting increasingly older, towns are relying more and more on fire and police members to work past the age of 65. This legislation allows towns the ability to continue the employment of these public safety professionals up to the age of 72 with town approval.

Transportation

An Act relative to unpaved roads (HD360)

In many rural communities across the Commonwealth, unpaved roads and paved low

volume roads (LVR) constitute a significant portion of the total road miles. Unpaved roads are relatively cheap to construct but require a high annual investment for maintenance. With town budgets stretched to the limit and limited Chapter 90 funding available, it is a struggle for municipalities to fund roadway maintenance and improvements. This legislation instructs the Massachusetts Department of Transportation and the Executive Office of Energy and Environmental Affairs to convene a working group to identify and evaluate the safe, efficient and environmentally sound maintenance and improvement of unpaved roads and paved low volume roads (LVR) in the Commonwealth.

An Act to invest in local roads (HD3495)

This legislation builds on Chapter 90 by codifying a local roads improvement program to be distributed using a formula based on each municipality's share of road mileage. The program will provide grants to municipalities for the rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; the repair or replacement of traffic control devices, signage, guardrails and storm grates; or road striping or painting.

Veterans

An Act providing for timely reimbursement of cities and towns for veterans' benefits (HD494)

Our local veterans' services offices provide vital services to veterans living in our communities. This legislation directs the state Veterans' Administration to reimburse municipalities in a more timely manner, so that our municipalities can continue to provide a high level of service to our veterans and not be financially burdened while awaiting reimbursement.

**TOWN OF BUCKLAND
MASSACHUSETTS**



NOTICE

**TOWN OF BUCKLAND
PUBLIC HEARING
FFY22/23 CDBG APPLICATION**

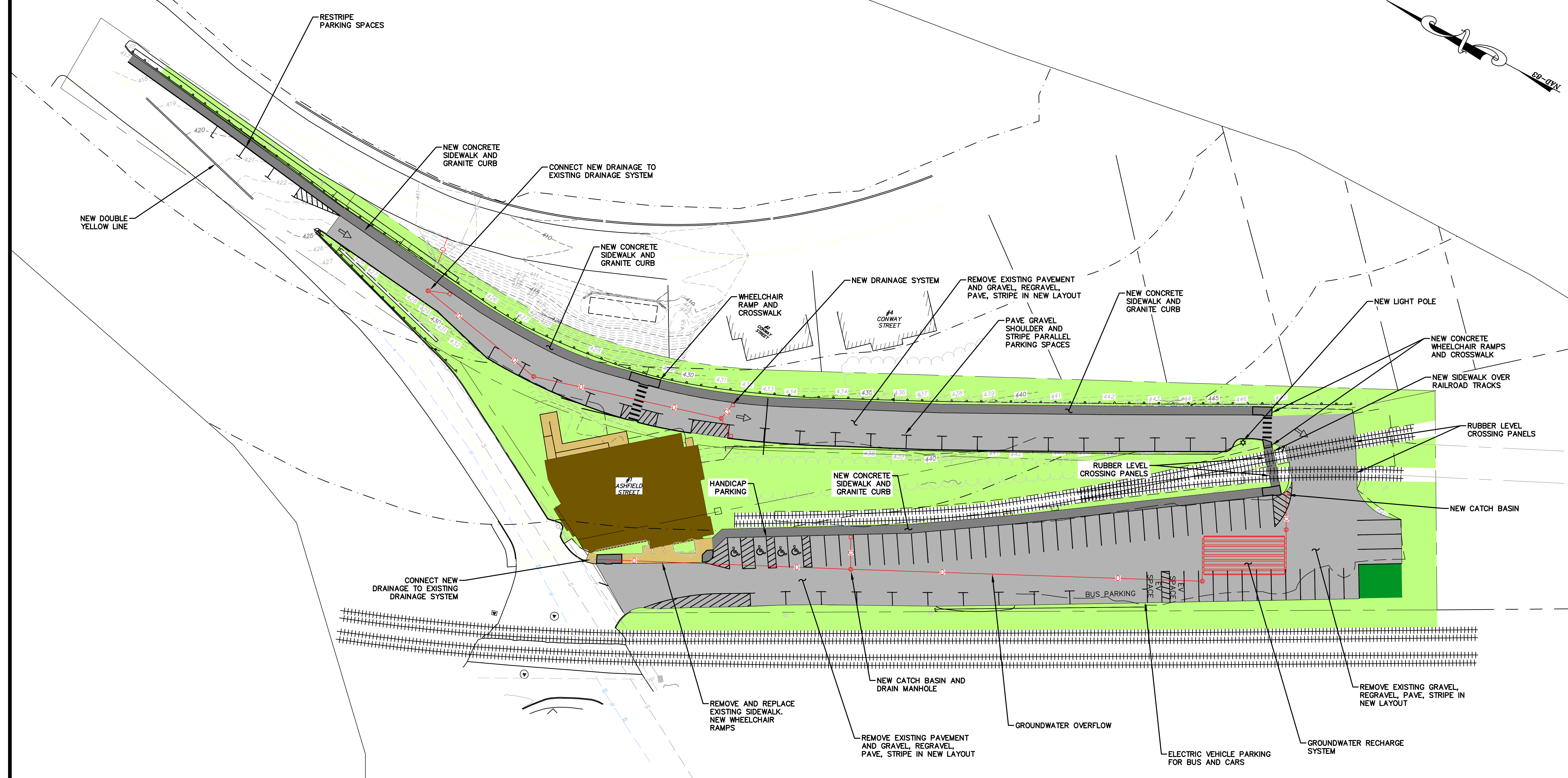
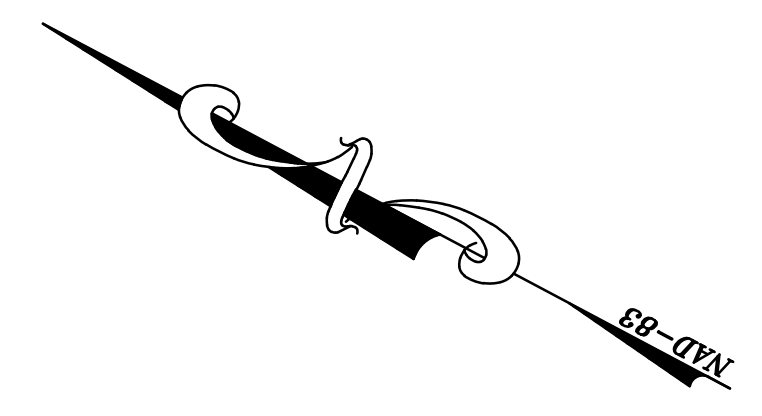
The Buckland Select Board will hold a **PUBLIC HEARING** to receive comment on its combined FFY22 and FFY23 Community Development Block Grant Application on **Tuesday, January 24, 2023 at 6:00 PM** (*Snow date:* January 31, 2023 at 6:00 PM, same location), at the Buckland Town Hall, 17 State Street, Shelburne Falls, MA.

Projects to be included in the FFY 22/23 CDBG application are infrastructure improvements to Depot Street and the Freight Yard Parking Lot as well as provision of Food Pantry Services by Community Action Pioneer Valley for income eligible Buckland residents. Program delivery and general administration expenses also will be budgeted. The Town will contract with a private consultant to administer this grant. Buckland's grant request can be for up to \$1,350,000.

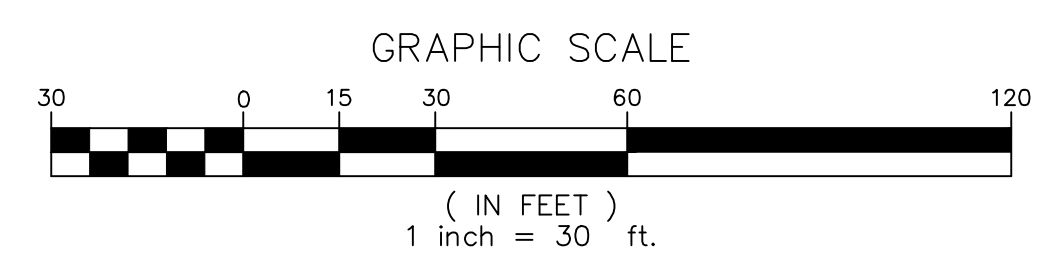
Any person or organization who wishes to be heard on this matter will be afforded the opportunity to speak. Previous years' CDBG projects may be discussed. The meeting room is handicapped accessible and the Town will make reasonable accommodation with seven days prior written notice to the Select Board's office. In addition, comments in writing to Heather Butler, Town Administrator, 17 State Street, Shelburne Falls, MA or by email to townadmin@town.buckland.ma.us, will be accepted prior to the hearing.

Buckland Select Board

DEPOT STREET



PLAN
SCALE: 1" = 30'



TOWN OF BUCKLAND, MASSACHUSETTS DEPOT STREET		
PROPOSED IMPROVMENTS DEPOT STREET AND PARKING LOT RECONSTRUCTION PROJECT		
GCG ASSOCIATES, INC.		
WILMINGTON		MASSACHUSETTS
SCALE: 1" = 30'		DATE: JANUARY 24, 2023
JOB NO. \FILE NAME:	DESIGNED BY: L.P.B.	PLAN NO.
2295-WORKING-20SCALE	DRAWN BY: L.P.B.	1 OF 1
	CHECKED BY: M.J.C.	

T:\Utility\2023\20SCALE.dwg: 2023-01-24 8:50 AM: L.P.B. (L.P.B.)

2295-WORKING-20SCALE.dwg Saved: 1/24/2023 8:50 AM Plotted: Jan 24, 2023 8:52 am



**COMMUNITY ACTION
CENTER FOR SELF-RELIANCE
FOOD PANTRIES**

WEST COUNTY EMERGENCY FOOD PANTRY STATISTICS

FY20 Activities

(Grant period: 4/1/2021—3/31/2023)

Statistics:

- 87 Buckland residents have been served through 12/30/2022. (7 Quarters)
- Average distribution of 24 meals per month per person.
- The West County Emergency Food Pantry (WCEFP) has distributed 85,078 pounds of food to date (42.5 tons) during the FY20 contract, including 28,984 pounds of fresh produce. Fresh produce is 34% of all of the food distributed.
- In FY20, we made 43 deliveries to 5 households. We deliver weekly to Buckland, Shelburne, Greenfield and Montague residents. Participants can request a delivery online using our online order form or by calling the pantry directly.
- The WCEFP is open every Wednesday from 11:00 a.m.—3:30 p.m. Participants are welcome to come twice a month for groceries and every week for fresh produce.
- For CAPV FY22 (10/1/21—9/30/22): West County pantry served 342 individuals and overall, both pantry locations served 2,968 Franklin County residents. 71 residents were from Buckland and 17 Buckland residents used the Greenfield pantry location.

Request for FY23 and FY24 Contract

The West County Emergency Food Pantry and Community Action Pioneer Valley have been proud to partner with the Town of Buckland to provide important services to food insecure residents of the community. We look forward to continuing our partnership and request to \$25,000 per year for \$50,000 total for the next Community Development Block Grant cycle.

We anticipate serving 103 Buckland residents over 21 months from 10/1/2023—6/30/2025.

The Center for Self-Reliance is a program of Community Action Pioneer Valley

CENTER FOR SELF-RELIANCE FOOD PANTRIES ♦ 156 MAIN ST, GREENFIELD MA 01301
PHONE: 413-773-5029 ♦ FAX: 413-773-9523 ♦ WEBSITE: www.communityaction.us



Town of Buckland - FY22/23 CDBG Application - Proposed Project & Budget Outline

1/24/2023 Public Hearing

Funds available to Buckland for FY22/23 Application	\$ 1,350,000
---	--------------

DEPOT STREET/FREIGHT YARD PARKING LOT IMPROVEMENTS PROJECT	
<i>Uses of Construction Funds</i>	
Construction	\$ 1,125,504
Engineering Services & Clerk of the Works	\$ 83,960
Total Uses of Funds	\$ 1,209,464
CDBG Grant Application for construction	\$ 1,209,464
Total Sources	\$ 1,209,464

INFRASTRUCTURE PROGRAM DELIVERY EXPENSES:	
Legal Services	\$ 500
Advertising	\$ 1,000
Repro/Printing	\$ 250
Total Infrastructure Program Delivery	\$ 1,750

FOOD PANTRY SERVICES:	\$ 50,000
------------------------------	------------------

FOOD PANTRY PROGRAM DELIVERY EXPENSES:	
Legal Services	\$ 250
Repro/Printing	\$ 250
Total Food Pantry Program Delivery	\$ 500

GENERAL ADMINISTRATIVE EXPENSES:	
Legal Services	\$ 250
Advertising	\$ 1,000
Repro/Printing	\$ 250
Communication	\$ 250
Supplies/Materials	\$ 250
Audit	\$ 4,000
Prof. Services	\$ 45,000
App. Prep	\$ 6,000
TOTAL ADMIN	\$ 57,000

TOTAL CDBG to be Requested	\$ 1,318,714
-----------------------------------	---------------------

**TOWN OF BUCKLAND
MASSACHUSETTS**



January 24, 2023

RE: Designation of Environmental Certifying Officer

In our capacity as the Buckland Select Board, we certify that at the Select Board meeting of January 24, 2023, it was voted to designate Heather Butler, Town Administrator, as Environmental Certifying Officer for the Town of Buckland.

Name

Date

Name

Date

Name

Date

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Michael Hoberman
Title or Position:	Co-chair
Municipal Agency:	Buckland Planning Board
Agency Address:	17 State St. Shelburne Falls MA 01370
Office Phone:	
Office E-mail:	mhoberman@fitchburgstate.edu
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	PARTICULAR MATTER
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	<p>Please describe the particular matter.</p> <p>My wife, Janice Sorensen, operates a short-term rental business out of our residence, at 19 Depot Rd.</p> <p>The PB is deliberating over a Short-term Rental bylaw, and I was advised by an attorney at the State Ethics Commission that I must submit this form and gain the Select Board's approval in order to continue participating in these deliberations.</p> <p>My wife typically earns \$10,000 per year from her short-term rental business.</p> <p>It is difficult for me to predict how or whether the bylaw, once approved, will affect her business. Its effects could be adverse, favorable, or neither.</p>
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	<p>Please describe the task you are required to perform with respect to the particular matter.</p> <p>My Planning Board tasks include deliberation at the moment, but eventually will extend to either approval or disapproval once we begin taking votes.</p>

	FINANCIAL INTEREST IN THE PARTICULAR MATTER
Write an X by all that apply.	<p><input type="checkbox"/> I have a financial interest in the matter.</p> <p><input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter.</p> <p><input type="checkbox"/> My business partner has a financial interest in the matter.</p> <p><input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter.</p> <p><input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.</p>
Financial interest in the matter	<p>Please explain the financial interest and include a dollar amount if you know it.</p> <p>As stated above, roughly \$10,000 annually (this is the current amount).</p>
Employee signature:	
Date:	January 6, 2023

DETERMINATION BY APPOINTING OFFICIAL

	APPOINTING AUTHORITY INFORMATION
Name of Appointing Authority:	Buckland Select Board
Title or Position:	Chair, Select Board
Agency/Department:	
Agency Address:	17 State Street, Shelburne Falls 01370
Office Phone:	413 625-6330
Office E-mail	townadmin@town.buckland.ma.us
	DETERMINATION
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	Jan. 24, 2023
Comment:	



2023 Local Technical Assistance Request Form

Town: Buckland

Date: Jan. 24, 2023

Your Name: Heather Butler

Board/Department: Select Board / Planning Board

INSTRUCTIONS:

1. Review form with Town/City committees, boards, and departments, and **compile one consolidated request form.**
2. Check the column or box for each project your Town/City is interested in. List contact info for each project.
3. Rank your top 3 priorities at the end of the form.
4. **Email completed form to Amanda Doster at adoster@frcog.org by January 27, 2023.** Email/call Amanda with questions: 413-774-3167 x120

NOTE: If all Franklin County towns respond by 1/27/2023, we aim to have projects selected by early February. We will send out notification to you once that is complete. Thank you for your time – we look forward to working with you!

✓ YES	CLIMATE CHANGE ADAPTATION AND RESILIENCE / ENERGY & ENVIRONMENT	Contact for Project: name & email or phone #
	Community Food Assessments. Examine a town's food system, including analysis of food supply and demand, economic development through food processing or distribution, increased food production of farmland, increased food access for residents, and other elements.	
	Managing Flood Risks Regionally. Implement the recommendations in the Framework for Resilience: Responding to Climate Change in the Deerfield River Watershed. Work with neighboring watershed towns to prioritize and implement appropriate river corridor management strategies, flood resiliency, and infrastructure improvements.	
	Northfield Mountain Pumped Storage Project /Turners Falls Dam FERC relicensing and MassDEP 401 Certification of Water Quality process. Provide technical assistance, advocacy, testimony, and analysis, and participate as a convener and stakeholder on behalf of impacted towns.	
	Pollinator Habitat Corridor. Create a town pollinator plan that expands the regional Franklin County pollinator habitat corridor plan. The town plan includes identification and mapping of existing and potential pollinator habitat, review of land use regulations, landscape management recommendations, and planting plans for a variety of landscapes and built environments to support pollinator life cycle needs. <i>Note: Work in the following towns is completed or underway: Ashfield, Bernardston, Buckland, Colrain, Conway, Deerfield, Greenfield, Heath, Montague, Orange, Shelburne, Shutesbury, Wendell.</i>	

✓ YES	ECONOMIC DEVELOPMENT AND HOUSING	Contact for Project: name & email or phone #
	Brownfields Redevelopment Support. Provide site specific technical assistance to assess, clean-up, and/or redevelop a brownfield site, with property owner support.	
	Business and Industry/Sector Assistance. <ul style="list-style-type: none"> <input type="checkbox"/> Provide and support access to small business assistance resources. <input type="checkbox"/> Provide industry specific support to expand, promote and/or preserve important economic sectors: <ul style="list-style-type: none"> ○ Manufacturing ○ Outdoor Recreation ○ Tourism ○ Agriculture <input type="checkbox"/> Other: _____ 	
	Community Economic Development (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Conduct survey to understand what residents, businesses, and visitors want for economic activity in their downtown or community. <input type="checkbox"/> Conduct a parcel-level analysis of village center or downtown uses and businesses, and identify properties with potential for redevelopment. <input type="checkbox"/> Develop a mixed use, economic development and/or housing action plan for a village center or downtown. <input type="checkbox"/> Provide technical assistance to create new or expand planned industrial park land. <input type="checkbox"/> Update Industrial Park Master Plan, including review of current bylaws and regulations governing the park, and assessing developable land remaining. <input type="checkbox"/> Prepare guidance and identification of resources for site specific property development or redevelopment for economic development uses. <input type="checkbox"/> Develop and implement a pop-up park or public art project, including how to create and implement a project that fosters economic and main street activity. <i>For projects seeking funds from MassDevelopment Commonwealth Places, work can include assistance in developing a funding campaign.</i> <input type="checkbox"/> Provide technical assistance to advance project identified in a Rapid Recovery Plan. <input type="checkbox"/> Other: _____ 	

	Regional Housing Plan. Conduct an inventory of existing and needed housing by type and cost to determine future housing needs by subregion in Franklin County.	
	<i>See Zoning section below for housing-related zoning assistance.</i>	
✓ YES	MUNICIPAL AND REGIONAL CAPACITY BUILDING	Contact for Project: name & email or phone #
	Abandoned and Distressed Property Inventory and Action. Inventory abandoned and distressed properties in town and work with town stakeholders to prioritize them for action through receivership or other methods.	
	COVID After Action Report Implementation. Work with first responders and Emergency Management Directors to improve regional emergency response and coordination re: the recommendations of the Covid After Action reports.	
	Diversity, Equity, and Inclusion Training for Municipal Officials and Staff.	
	Foster Municipal Engagement and Involvement. Consider how towns can increase citizen engagement and prepare for retirements of long-term public servants in key municipal positions – appointed, elected and volunteer – through development of a Citizen’s Academy, succession planning, participation in career fairs and expos, etc.	
	Local Official Continuing Education Workshops. Continue to offer workshops to Select Board, Planning Board, Board of Health, Finance Committee members and other public officials (fiscal planning, open meeting law, school finance, new state policies and initiatives, etc.). <i>Please share your ideas for workshop topics: _____</i>	
	Regional Municipal Wage & Classification Study. Expand sections of the Franklin County Wage and Classification Study to include data on salaries and benefits of municipalities outside of but near Franklin County to provide information on competing salaries.	
	Rural Policy Plan Implementation. Pursue and advocate for projects, programs and policies that benefit Franklin County, such as advocating for changes to Chapter 90 and PILOT formulas; create an Office of Rural Policy; develop a Municipal Building funding source. Create an addendum to the Rural Policy Plan that addresses the implications of 2020 Census population numbers; long-term effect of COVID on rural economies; and recognizes important policy work completed.	

✓ YES	SHARED SERVICES	Contact for Project: name & email or phone #
	Municipal Service Sharing Feasibility, Matchmaking, or Other Technical Assistance (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Conservation Commission Agent <input type="checkbox"/> Department of Public Works <input type="checkbox"/> Facilities management of municipal buildings and grounds <input type="checkbox"/> Grant Management Assistance, including ARPA <input type="checkbox"/> Human Resource management <input type="checkbox"/> Information Technology, Digital Equity and Cybersecurity: design regional shared services to maximize technology resources across communities and make the region competitive for digital equity and cybersecurity state and federal funding. <input type="checkbox"/> Library Programming/Administration <input type="checkbox"/> Municipal Financial Services <input type="checkbox"/> Public safety <ul style="list-style-type: none"> <input type="checkbox"/> Ambulance services and EMTs <input type="checkbox"/> Fire services sharing <input type="checkbox"/> Police <input type="checkbox"/> Risk Manager/ OSHA Compliance & Safety Manager <input type="checkbox"/> Town Planner <input type="checkbox"/> Other: _____ 	
	New Collective Purchasing ideas (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Expansion of fuel bids to include additional fuels <input type="checkbox"/> Other: _____ 	
	Older Adult Services (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Age and Dementia-friendly community planning (application to the AARP Network; development of an assessment and an action plan for the Town; assistance with implementing an existing plan) <input type="checkbox"/> Senior Center Expansion, Regional Sharing <input type="checkbox"/> Other: _____ 	
	Water & Sewer (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Regional sludge pressing and composting opportunities <input type="checkbox"/> Regional public water supply opportunities and feasibility 	

	<input type="checkbox"/> Sewage treatment and /or water operators <input type="checkbox"/> Support, advocacy and technical assistance to move water and sewer projects forward <input type="checkbox"/> Work with DEP to support more operator training programs for western MA <input type="checkbox"/> Other: _____	
✓ YES	TRANSPORTATION	Contact for Project: name & email or phone #
	Northern Tier Rail Study expert assistance. Hire a consultant to assist region in assuring that the methodologies, analysis and assumptions used by MassDOT and its consultants conducting the Northern Tier Rail Project are reflective of the region's needs and opportunities.	
	Signs and Lines Assessment. Assess signs and pavement markings for clarity, visibility and reflectivity. Assess for obstructions to visibility like overgrown vegetation at intersections and near roads.	
	Roadway Speed Study. Assess roadway speeds and prepare speed zoning study to provide guidance for new or revised regulatory speed limits on local roadways.	
	EV Charging Station Implementation Assistance. Assist towns through the process of siting, applying for incentives, and purchasing and installing public EV charging stations.	
✓ YES	ZONING, POLICIES, AND PLANS*	Contact for Project: name & email or phone #
	Open Space and Recreation Plan (OSRP) Update. Work with the town to update their existing OSRP, a document to inventory and assess the condition of open space, natural resources, parks, and other recreation facilities. <input type="checkbox"/> New update <input type="checkbox"/> Update continued from previous year <input type="checkbox"/> OSRP Expiration Date: _____	
	Master Plans <input type="checkbox"/> Develop or update a Master Plan chapter (e.g. Housing, Economic Development, etc.)	
	Recreational Marijuana Assistance (<i>please specify</i>): <input type="checkbox"/> Development of local Board of Health regulations <input type="checkbox"/> Zoning for retail sales and/or cultivation <input type="checkbox"/> Other: _____	

	Wellhead Protection Plans to Protect Public Drinking Water Supplies. Develop a Wellhead Protection Plan, which can help towns manage and protect their water supply sources.	
	Zoning Bylaws and/or City Ordinance Development (<i>please specify</i>): <ul style="list-style-type: none"> <input type="checkbox"/> Clean energy (e.g. large scale solar facility bylaws and/or updates to solar bylaws to protect pollinator habitat) <input type="checkbox"/> Climate Resilient Stormwater Management Standards for new development and redevelopment projects. <input checked="" type="checkbox"/> Housing –related: Affordable housing / Diversifying housing options / Accessory Dwelling Units / Short-Term Rental <input type="checkbox"/> Large-scale commercial / industrial development <input type="checkbox"/> Mixed use districts / Village districts <input type="checkbox"/> New development standards for tree retention <input type="checkbox"/> Updates to Open Space Residential Development / Natural Resource Protection Zoning to align with current best practices to protect natural resources <input type="checkbox"/> Recreational marijuana (retail, cultivation, processing) <input type="checkbox"/> River Corridor Management for towns with a mapped River Corridor (Ashfield, Conway, Colrain, Heath, Greenfield, Leyden) <input checked="" type="checkbox"/> Short term residential rentals (such as VRBO and Airbnb) <input type="checkbox"/> Update Existing Floodplain Bylaws/Ordinances with the new state model Floodplain Bylaw for the FEMA regulated 100-year floodplain <input type="checkbox"/> Climate Resilient Stormwater Management updates to Subdivision Rules and Regulations to incorporate Low Impact Development (LID) and to align with current stormwater and neighborhood roadway design best practices <input type="checkbox"/> Other: _____ 	

* Note: Anticipated staffing changes at the FRCOG in the coming year will limit the zoning work the FRCOG takes on in 2023.

RANK	Of all of the projects you selected, what are your municipality's <u>top three</u> priorities? While we can't guarantee that these projects will be selected, we will make every effort.
Your Municipality's Top 3 Choices: 1. 2. 3.	

	CULVERT ASSESSMENTS: WAITING LIST <u>ONLY</u> If your town is interested in being put on a waiting list for a culvert inventory and assessment, please check the box to the left and provide your contact information.	Contact for Project: name & email or phone #
	<p>Culvert Assessments. Assess roadway culverts to identify the crossings that are at risk due to more frequent and intense storm events caused by climate change. Information will help towns prioritize infrastructure upgrades in addition to providing an inventory of physical infrastructure.</p> <p>Due to high demand, the following towns are in queue for culvert assessments. Gill (Spring 23) Wendell (Spring/Summer 2023)</p>	



TOWN OF BUCKLAND

MASSACHUSETTS

ANNUAL TOWN MEETING

MAY 6, 2023

SCHEDULE

February 14, 2023	Select Board vote to schedule the Annual Town Meeting
February 15, 2023	Warrant is open
March 9, 2023	Deadline to submit Warrant Articles for Town or Bond Counsel review.
March 24, 2023	Warrant closed. Deadline to submit all other warrant articles.
March 28, 2023	Select Board to review Draft warrant, including budget
April 11, 2023	Select Board to approve Final warrant, including budget
Post Warrant and upload to website on or before Wednesday, April 27, 2023/ (7 days for ATM, 14 days for STM)	
April 24, 2023	Motions prepared and submitted to Select Board for review.
April 24-28, 2023	Recommendations from Finance, Planning and Select Board
May 1, 2023	Final warrant with Motions and Recommendations to the Town Clerk and Moderator

Annual Town Meeting on Saturday, May 6, 2023 at 10:00 a.m.

17 STATE STREET - BUCKLAND • SHELBURNE FALLS, MA • 01370
PHONE: (413) 625-6330 • FAX: (413) 625-8570

Re: Petition Articles for Zoning Amendment

The provisions of G.L. c. 40A, sec. 5 state with respect to the submission of zoning bylaws and amendments in pertinent part as follows:

Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

Thus, if a petitioned zoning article is submitted to the Select Board in accordance with G.L. c. 39, sec. 10, the Board is then required to submit that article to the Planning Board for its review.

The provisions of G.L. c. 40A, sec. 5 further state with respect to consideration of a zoning bylaw or amendment at Town Meeting, “No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard.” Thus, regardless of how the zoning bylaw is initiated, whether by petition or otherwise, it must be submitted to the Planning Board and the Planning Board must hold a public hearing in order for the zoning bylaw or amendment to be adopted by action of Town Meeting. The statute also states, “No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report.” Thus, Town Meeting may not vote to adopt a zoning bylaw or amendment until a report with recommendations is submitted by the Planning Board or twenty-one (21) days have passed since the Planning Board public hearing with no report having been submitted.

It is important to note that a petitioned zoning article does not gain any status or benefit, in that such article is still subject to the petition process contained in G.L. c. 39, sec. 10 as well as the Planning Board hearing requirement found in G.L. c. 40A, sec. 5. While the article must be placed on the warrant as petitioned, a vote to adopt may not occur absent a public hearing by the Planning Board and a report and recommendations or the passage of 21 days after the public hearing without the submission of a report. There Select Board sets the date for the closing of the warrant. The closing of the warrant does not dictate the actions of the Planning Board, meaning that it is possible a public hearing will not occur in a timely manner to allow a vote to adopt the zoning bylaw or amendment at Town Meeting.

As noted above, a petitioned article must be included on the warrant as petitioned, although it may be amended by motion at Town Meeting provided such amendment is deemed by the Moderator to be within the scope of the article. Often, such amendments are made to proposed zoning bylaws or amendments to address recommendations of the Planning Board. The Town has no obligation to assist petitioners and submit any proposed petitioned article to Town Counsel for review and revision prior to its being submitted by petition. Again, once the article is submitted by petition it must appear in that form whether or not the form is legally acceptable.

-Mark Reich, KP Law

From: Dale Kowacki
To: Town Administrator
Subject: Re: 2% addition to FY2023 retirees" COLA
Date: Thursday, January 19, 2023 11:46:07 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image.png](#)
[image.png](#)

Hi Heather,

Great question, and one I am Bcc'ing to the others.

Yes, your FY2024 assessment will not change if we do the extra 2%. Here's why: The actuary does a new valuation every 2 years, part of which includes a new assessments payment schedule for the next 40 years. The next valuation will be as of 1/1/2024 and calculated in April/May of 2024 and will be when the actuary adds in the extra 2% to the calculation. By that time I will have already given you the FY2025 assessment amounts (tell you in January 2024, payment is July 1 2024) and so the first FY assessment to include the 2% will be FY2026 (as per the new assessments payment schedule).

Two years are certain, the rest will change on the next schedule because of many factors - the 2% being just one of many.

Dale

You can find the schedule, and the latest valuation report here on our website (FRRSMA.com):

<https://frrsma.com/appropriationsassessments-and-actuarial-valuations/>

[Understanding An Actuarial Valuation Report](#)
[Decision in 2014 to not change the actuarial method to separate employers](#)

[2022 Valuation Report \(FY2024, and FY2025\)](#)
[FRRS funding schedule start FY2024](#)
[2020 Valuation Report \(FY2022, and FY2023\)](#)
[2018 Valuation Report \(FY2020, and FY2021\)](#)

- Treasurers)
- [Appointment of Fifth Member of the Board](#)
- [Appropriations/Assessments and Actuarial Valuations](#) ✓
 - [FY2023 Assessment Invoices](#)
 - [FY2024 Assessment Invoices](#)
- [Basic Membership and Retirement Criteria](#)
- [Board Members](#)
- [Contact/Directions/Hours/Staff](#)
- [Election 2020 of Third Member of the Board](#)

SECTION 3 - CHAPTER 32 OF M.G.L. APPROPRIATIONS

Exhibit 3.1 - 30-Year Forecast of Annual Appropriations

Fiscal Year Ending	Employer Normal Cost	Amortization Payment of UAL	Net 3(8)(c) Transfers	Total Employer Cost	Increase over Prior Year	Unfunded Actuarial Accrued Liability
✓ 2023	\$3,112,910	\$4,157,176	\$1,000,000	\$8,270,086		\$50,930,396
2024	3,232,416	4,528,914	1,000,000	✓ 8,761,330	5.94%	50,391,643
2025	3,337,469	4,944,283	1,000,000	9,281,752	5.94%	49,435,474
2026	3,445,936	5,387,152	1,000,000	9,833,088	5.94%	47,987,216
2027	3,557,930	5,859,244	1,000,000	10,417,174	5.94%	45,983,204
2028	3,673,562	6,362,392	1,000,000	11,035,954	5.94%	43,353,402
2029	3,792,954	6,898,536	1,000,000	11,691,490	5.94%	40,020,831
2030	3,916,225	7,469,739	1,000,000	12,385,964	5.94%	35,900,957
2031	4,043,501	8,078,189	1,000,000	13,121,690	5.94%	30,901,017
2032	4,174,915	8,726,204	1,000,000	13,901,119	5.94%	24,919,296
2033	4,310,599	9,416,246	1,000,000	14,726,845	5.94%	17,844,346
2034	4,450,693	10,067,524	1,000,000	15,518,217	5.37%	9,554,131
2035	4,595,341	-	1,000,000	5,595,341	-63.94%	-
2036	4,744,690	-	1,000,000	5,744,690	2.67%	-
2037	4,898,893	-	1,000,000	5,898,893	2.68%	-
2038	5,058,107	-	1,000,000	6,058,107	2.70%	-
2039	5,222,496	-	1,000,000	6,222,496	2.71%	-
2040	5,392,227	-	1,000,000	6,392,227	2.73%	-
2041	5,567,474	-	1,000,000	6,567,474	2.74%	-
2042	5,748,417	-	1,000,000	6,748,417	2.76%	-
2043	5,935,240	-	1,000,000	6,935,240	2.77%	-
2044	6,128,135	-	1,000,000	7,128,135	2.78%	-
2045	6,327,300	-	1,000,000	7,327,300	2.79%	-
2046	6,532,936	-	1,000,000	7,532,936	2.81%	-
2047	6,745,256	-	1,000,000	7,745,256	2.82%	-
2048	6,964,476	-	1,000,000	7,964,476	2.83%	-
2049	7,190,822	-	1,000,000	8,190,822	2.84%	-
2050	7,424,523	-	1,000,000	8,424,523	2.85%	-
2051	7,665,820	-	1,000,000	8,665,820	2.86%	-
2052	7,914,959	-	1,000,000	8,914,959	2.87%	-

Dale Kowacki

Executive Director, Franklin Regional Retirement System

On Thu, Jan 19, 2023 at 10:06 AM Town Administrator <twnadmin@town.buckland.ma.us> wrote:

Hi Dale

I just left a message but thought I would try to phrase my question in an email without sound too foolish.

I read through the materials, including the most important Added Costs to Assessments chart and can see plainly there is no column for FY24 or FY25. Does that mean that I should assume there is no adjustment to the assessment for FY24 ? In other words my Select Board can approve the additional 2% and still not see an increase to the FY24 assessment of \$153,270?

Thank you

From: [Dale Kowacki](#)
To: [Dale Kowacki](#)
Subject: 2% addition to FY2023 retirees" COLA
Date: Tuesday, January 17, 2023 4:14:11 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[FRRS added 2 percent COLA FY2023 information packet sent to towns..pdf](#)

Town Selectboards;
 Bcc to the other employer units - schools, housing agencies, fire districts, etc.

Typically this retirement system gives an annual Cost-of-Living-Allowance (COLA) of 3% to your retirees (on only the first \$17,000 of annual retirement benefit) but this year the legislature and governor passed legislation that allows for an additional 2% as long as the retirement board and 2/3rds of the selectboards agree to do so.

The board has voted to approve the additional 2% and so now I present the following data to the selectboards and ask that you each vote approval or not and report back to me the results of your vote.

Thank you, Dale

The added 2% would increase the average FRRS retiree's benefit by \$259 (total COLA \$647). Because of the \$17,000 cap on FRRS COLAs the average COLA benefited FRRS retirement is \$12,925, whereas the average Social Security benefit to residents of Franklin County is \$19,016 (average FRRS benefit, ignoring the \$17k cap, is \$18,857). COLAs to the average Social Security recipient in Franklin County, for 2022 and 2023 respectively, are \$1,122 and \$1,654 - compared to the FY2023 FRRS COLA of \$647 (adding the 2%). The full chart can be seen in the attached data packet.

7/1/2021	1.3%	17,730	18,301	3.0%	17,000	12,718	510	382
7/1/2022	5.9%	19,016	18,857	3.0%	17,000	12,926	510	388
7/1/2022			Extra	2.0%				259
2022 Soc Sec average COLA		1,122						
2023 Soc Sec	8.7%	1,654						
								FY23 total FRRS average COLA 647

Although Social Security's COLA percentage average (2.45%) is less than FRRS's, Social Security's average dollar payout (\$434), and accumulated total (\$10,413 since 2000) are higher than FRRS's again because of the \$17,000 cap on the amount of benefit that is COLA eligible. The full chart can be seen in the attached data packet.

2019	2.8%	3.0%	546	20,046	476	20,628	2.8%	2.36%	6,710	7,956
2020	1.6%	3.0%	321	20,366	510	21,138	1.6%	2.47%	7,030	8,466
2021	1.3%	3.0%	265	20,631	510	21,648	1.3%	2.41%	7,295	8,976
2022	5.9%	5.0%	1,217	21,848	850	22,498	5.9%	3.93%	8,512	9,826
2023	8.7%	3.0%	1,901	23,749	510	23,008	8.7%	2.27%	10,413	10,336
averages	2.45%	3.03%	434		431		2.45%	2.52%		

The Board asked its actuary how much it would cost (via assessments) to give the added 2%. The actuary calculated it would initially add \$246,000 in FY2026, and then an additional 3.4% on top of that each year thereafter. The actuary's letter, and my expense chart can be seen in the attached packet.

COLA	Accrued Liability	Increase in FY2026 Appropriation
5% on July 1, 2022 up to \$850	\$1,512,700	\$246,000

The increase in the FY2026 appropriation is without regard to any limits on the annual increases in appropriations and assumes that appropriations of \$8,761,330 and \$9,281,752 will be made for FY2024 and FY2025, respectively. The additional FY2026 appropriation of \$246,000 will increase by approximately 3.4% annually until the system is expected to be fully funded in 2034.

Based on the actuary's letter, in the following chart you can see that Ashfield's assessment will increase \$3,936. Deerfield will increase \$24,551.

	Added cost to assessments of Additional 2% COLA									
		additional 3.4% each year								
	FY2026	2027	2028	2029	2030	2031	2032	2033	2034	FY2024 actual assessment
Town of Ashfield	3,936	4,070	4,208	4,351	4,499	4,652	4,810	4,974	5,143	137,771
Town of Bernardston	4,010	4,146	4,287	4,433	4,584	4,740	4,901	5,068	5,240	140,354
Bernardston Fire & Water District	197	204	211	218	225	233	241	249	257	6,888
Town of Buckland	4,379	4,528	4,682	4,841	5,006	5,176	5,352	5,534	5,722	153,270
Buckland Fire District	148	153	158	163	169	175	181	187	193	861
Town of Charlemont	2,706	2,798	2,893	2,991	3,093	3,198	3,307	3,419	3,535	94,718
Town of Colrain	3,542	3,662	3,787	3,916	4,049	4,187	4,329	4,476	4,628	123,994
Town of Conway	6,986	7,224	7,470	7,724	7,987	8,259	8,540	8,830	9,130	244,543
Town of Deerfield	24,551	25,386	26,249	27,141	28,064	29,018	30,005	31,025	32,080	860,207
Town of Erving	13,333	13,786	14,255	14,740	15,241	15,759	16,295	16,849	17,422	467,559



Dale Kowacki

Executive Director, Franklin Regional Retirement System

413.774.4837,,,,,4

FRRS01@Gmail.com


www.FRRSMA.com

Send secure files via this link:

<https://frsma.sharefile.com/share/filedrop>

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director 

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: John W. Parsons, Esq., Executive Director
RE: 5% Local COLA option
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.

Acts (2022)

Chapter 269

AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

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

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied,

shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

Approved, November 16, 2022.

FRANKLIN REGIONAL RETIREMENT BOARD

HISTORY OF COLA INCREASES

date to add COLA	SocSec (Jan1)	*SocSec Avg Bene(Jan1)	FRRS Avg Bene(Jul1)	FRRS (Jul1)	FRRS COLA Base	FRRS Avg COLA base	FRRS COLA Max	FRRS Avg COLA
In 1998 the State passed the COLA expense to the local systems.								
7/1/1998	2.1%			2.1%	12,000		252	
7/1/1999	1.3%			3.0%	12,000		360	
7/1/2000	2.5%			3.0%	12,000		360	
7/1/2001	3.5%			3.0%	12,000		360	
7/1/2002	2.6%			3.0%	12,000		360	
7/1/2003	1.4%			3.0%	12,000		360	
7/1/2004	2.1%			3.0%	12,000		360	
7/1/2005	2.7%			3.0%	12,000		360	
7/1/2006	4.1%			3.0%	12,000		360	
7/1/2007	3.3%			3.0%	12,000		360	
7/1/2008	2.3%			3.0%	12,000		360	
7/1/2009	5.8%			3.0%	12,000		360	
7/1/2010	0.0%			3.0%	12,000		360	
7/1/2011	0.0%	13,863	12,446	3.0%	13,000	8,900	390	267
7/1/2012	3.6%	14,405	13,250	3.0%	14,000	9,568	420	287
7/1/2013	1.7%	14,761	13,962	3.0%	14,000	9,600	420	288
7/1/2014	1.5%	15,053	14,577	3.0%	15,000	10,400	450	312
7/1/2015	1.7%	15,451	15,060	3.0%	16,000	10,933	480	328
7/1/2016	0.0%	15,542	15,479	3.0%	17,000	11,200	510	336
7/1/2017	0.3%	15,751	15,538	3.0%	17,000	11,600	510	348
7/1/2018	2.0%	16,243	16,715	2.0%	17,000	12,050	340	241
7/1/2019	2.8%	16,863	16,967	2.8%	17,000	12,222	476	342
7/1/2020	1.6%	17,339	18,435	3.0%	17,000	12,422	510	373
7/1/2021	1.3%	17,730	18,301	3.0%	17,000	12,718	510	382
7/1/2022	5.9%	19,016	18,857	3.0%	17,000	12,926	510	388
7/1/2022			Extra	2.0%				259
2022 Soc Sec average COLA		1,122	FY'23 total FRRS average COLA					647
2023 Soc Sec	8.7%	1,654						

*Social Security retirees' benefits in Franklin County

Status of the goal to keep pace with Social Security

Applying each annual COLA to a starting base amount and watching the end numbers over time.

Year	Base start		Base start							
	13,336		12,672							
	Historical Percentages (with out limits)		SocSec		FRRS		Actual %s (FRRS adjusted for the limit)		Cumulative COLA	
	SocSec	FRRS	\$'s	cuml.	\$'s	cuml.	SocSec	FRRS	SocSec	FRRS
2000	3.5%	3.0%	467	13,803	360	13,032	3.5%	2.84%	467	360
2001	2.6%	3.0%	359	14,162	360	13,392	2.6%	2.76%	826	720
2002	1.4%	3.0%	198	14,360	360	13,752	1.4%	2.69%	1,024	1,080
2003	2.1%	3.0%	302	14,661	360	14,112	2.1%	2.62%	1,325	1,440
2004	2.7%	3.0%	396	15,057	360	14,472	2.7%	2.55%	1,721	1,800
2005	4.1%	3.0%	617	15,675	360	14,832	4.1%	2.49%	2,339	2,160
2006	3.3%	3.0%	517	16,192	360	15,192	3.3%	2.43%	2,856	2,520
2007	2.3%	3.0%	372	16,564	360	15,552	2.3%	2.37%	3,228	2,880
2008	5.8%	3.0%	961	17,525	360	15,912	5.8%	2.31%	4,189	3,240
2009	0.0%	3.0%	-	17,525	360	16,272	0.0%	2.26%	4,189	3,600
2010	0.0%	3.0%	-	17,525	360	16,632	0.0%	2.21%	4,189	3,960
2011	0.0%	3.0%	-	17,525	390	17,022	0.0%	2.34%	4,189	4,350
2012	3.6%	3.0%	631	18,156	420	17,442	3.6%	2.47%	4,820	4,770
2013	1.7%	3.0%	309	18,465	420	17,862	1.7%	2.41%	5,129	5,190
2014	1.5%	3.0%	277	18,742	450	18,312	1.5%	2.52%	5,406	5,640
2015	1.7%	3.0%	319	19,060	480	18,792	1.7%	2.62%	5,724	6,120
2016	0.0%	3.0%	-	19,060	510	19,302	0.0%	2.71%	5,724	6,630
2017	0.3%	2.0%	57	19,117	510	19,812	0.3%	2.64%	5,781	7,140
2018	2.0%	2.8%	382	19,500	340	20,152	2.0%	1.72%	6,164	7,480
2019	2.8%	3.0%	546	20,046	476	20,628	2.8%	2.36%	6,710	7,956
2020	1.6%	3.0%	321	20,366	510	21,138	1.6%	2.47%	7,030	8,466
2021	1.3%	3.0%	265	20,631	510	21,648	1.3%	2.41%	7,295	8,976
2022	5.9%	5.0%	1,217	21,848	850	22,498	5.9%	3.93%	8,512	9,826
2023	8.7%	3.0%	1,901	23,749	510	23,008	8.7%	2.27%	10,413	10,336
averages	2.45%	3.03%	434		431		2.45%	2.52%		

Notes:

Using the average benefit/salary for the year 2011 as the base



December 7, 2022

Franklin Regional Retirement Board
278 Main Street
Suite 311
Greenfield, MA 01301

Members of the Board:

As requested, we have prepared an analysis of the impact on the Franklin Regional Retirement System's liabilities and funding schedule as a result of a one-time increase in the COLA of an additional 2% on July 1, 2022, up to the COLA base of \$17,000. We used the data and results of the January 1, 2022 valuation to develop the change in the unfunded actuarial accrued liability and the resulting impact on the FY2026 and later appropriations. The results of our analysis are provided under a 7.25% investment return rate assumption.

Cost-of-living adjustments (COLA) may be granted by the retirement board under M.G.L. c. 32, § 103 each year. If an increase is given, the COLA percentage is applied to a retiree's retirement allowance up to \$17,000. If the COLA on July 1, 2022 increased from 3% to 5%, a one-time increase that will become a permanent part of retirees' current retirement allowance, and as allowed in the recently enacted Chapter 269 of the Acts of 2022, the accrued liability and FY2026 appropriation are expected to increase as follows:

COLA	Accrued Liability	Increase in FY2026 Appropriation
5% on July 1, 2022 up to \$850	\$1,512,700	\$246,000

The increase in the FY2026 appropriation is without regard to any limits on the annual increases in appropriations and assumes that appropriations of \$8,761,330 and \$9,281,752 will be made for FY2024 and FY2025, respectively. The additional FY2026 appropriation of \$246,000 will increase by approximately 3.4% annually until the system is expected to be fully funded in 2034.

In closing, we are happy to answer any questions you may have regarding the material we have provided in this supplemental report.

Sincerely,

A handwritten signature in black ink that reads "Linda Bournival".

Linda L. Bournival, FSA, EA
Consulting Actuary

K M S A C T U A R I E S

52 Hunt Road • Kingston, New Hampshire 03848-3456 • phone: (603) 792-9494 • kmsactuaries.com

From: [Jan Ameen-FCSWMD](#)
To: [Bernardston BOS](#); [Town Administrator](#); [Charlemont Administrator - Sarah](#); [Deerfield BOS](#); [Deerfield ATA - Alex](#); [Erving - Bryan](#); [Betsy - Erving BOS](#); [Hawley BOS](#); [Heath BOS](#); [Montague BOS-Steve](#); [Montague - Wendy](#); [New Salem BOS](#); [Orange asst. Brianne](#); [Orange BOS](#); [Rowe BOS](#); [Sunderland BOS - Geoff](#); [Warwick BOS](#); [Wendell BOS](#); [Whately Asst - Amy Lavallee](#); [Whately BOS - Brian](#); [Cindy - Sunderland](#)
Subject: FW: FCSWMD Special Municipal Employee votes - checking in
Date: Wednesday, January 18, 2023 2:27:33 PM
Attachments: [Special Municipal Employee - Fact Sheet.pdf](#)
[Conflict of Interest - Special Muni Employee info.pdf](#)
[FCSWMD Special Municipal Employee motions.docx](#)
Importance: High

Hi,

I'm following up on my email from December 12th requesting that your town's Selectboard vote to classify the District representative and alternate as a special municipal employee.

Some towns have hesitated to put this on an agenda and I don't understand the reasoning. A positive set of votes does not impact the town in any way. This issue came up because some of our board members serve on other town committees or work for the town. There is an inherent conflict-of-interest in this situation, according to the State Ethics Commission. The vote is not for the person but for the position. So the current rep might be conflict-free but a future rep might not be. Also, we must have votes for both the rep and alternate position even if you don't have someone filling either or both of those positions.

The Ethics Commission has ruled that for a regional board *every* town must make the position a SME or none are SMEs. So, your rep/alternate might not have a conflict of interest but other town reps do and so we need every town to help meet the Commission's requirements.

Here is an advisory from the Ethics Commission regarding this very issue:
<https://www.mass.gov/advisory/advisory-84-02-municipal-districts-and-authorities-and-their-special-municipal-employees>

In Section II Special Municipal Employees the advisory details this issue and process. Specifically, the 5th paragraph reads: "With regard to employees of regional entities, the Commission has decided that an employment position or a board position within a regional entity may be designated as a special municipal employee position if so classified by vote of the Board of Selectmen or City Council of **all** of the member municipalities."

Please let me know when your town can take up these votes. I am certainly available to participate in a discussion at a BOS meeting or to answer questions in advance of a meeting.

Thank you for your assistance getting this issue resolved for all 21 member towns.

Jan

From: Jan Ameen-FCSWMD [mailto:fcswmd@crocker.com]
Sent: Monday, December 12, 2022 11:06 AM
To: Bernardston BOS <bos@townofbernardston.org>; Buckland BOS <twadmin@town.buckland.ma.us>; Charlemont Administrator - Sarah (administrator@townofcharlemont.org) <administrator@townofcharlemont.org>; Colrain BOS

<bos@colrain-ma.gov>; 'Veronique Blanchard' <townadmin@conwayma.gov>; Deerfield BOS <townadmin@town.deerfield.ma.us>; Erving - Bryan <bryan.smith@erving-ma.gov>; Gill BOS <administrator@gillmass.org>; Hawley BOS <info@townofhawley.com>; Heath BOS <bos@townofheath.org>; Leverett BOS <townadministrator@leverett.ma.us>; Montague BOS-Steve <townadmin@montague-ma.gov>; New Salem BOS <coordinator@newsalemma.org>; Andrea Llamas <allamas@NorthfieldMA.gov>; Orange BOS (gvoelker@townoforange.org) <gvoelker@townoforange.org>; Rowe BOS <admin@rowe-ma.gov>; Shelburne BOS <townadmin@townofshelburnema.gov>; Warwick BOS <coordinator@town.warwick.ma.us>; Wendell BOS <coordinator@wendellmass.us>; Whately BOS - Brian <townadmin@whately.org>; Whately Asst - Amy Lavallee <adminassist@whately.org>; Sunderland BOS - Geoff <townadmin@townofsunderland.us>; Cindy - Sunderland <selectmen@townofsunderland.us>

Subject: Special Municipal Employee - FCSWMD Board Reps/Alternates

Importance: High

Hi,

Earlier this year it came to my attention that some of the District's Board representatives have conflicts of interest as a county "employee" and their other roles in town or their roles as citizens before the Selectboard. It took me quite some time to understand the state's conflict of interest law as it applies to county positions and different positions in town. I worked with the District's legal counsel to understand the issues and how to resolve them.

After months of reading and discussion, it seems that the only solution to this conflict of interest situation is for each member town to classify their Board representative and alternate as a Special Municipal Employee. This classification goes with the position, not the person.

Each Selectboard will need to vote on this classification. It is a simple majority vote. Sample motions are attached. One challenge with the state's rules concerning county positions is that *every board member must be a Special Municipal Employee* in order for the classification to take effect. In other words, all 21 towns must affirmatively vote for their representative and alternate to be a Special Municipal Employee. If even one town votes no then all the other town votes are invalid. I'm honestly not sure what that would mean for board members with inherent conflicts of interest due to their other town work. It could mean that they have to resign from the District's board.

To me, this is a very convoluted issue with a simple solution. I have attached information from our legal counsel, information from the state's Ethics Commission website, and sample motions.

In the hope that all towns approve this reclassification and all Board positions are Special Municipal Employees, the next step will be for me to work with each board member individually to ascertain if there are any conflicts of interest that need to be reported to the state. While the ultimate authority is the state Ethics Commission, our legal counsel and I believe we can offer some initial guidance based on each person's other roles in the town or as a representative for a community organization.

Let me know if you have any questions. If possible, I would appreciate each town taking up this vote prior to February 1st.

Jan Ameen-FCSWMD

From: Jan Ameen-FCSWMD <fcswmd@crocker.com>
Sent: Friday, September 9, 2022 1:32 PM
To: 'Jan Ameen-FCSWMD'
Subject: FW: Conflict of Interest issues for Board

From: Donna MacNicol [mailto:donna.mtb@verizon.net]
Sent: Thursday, September 8, 2022 3:25 PM
To: Jan Ameen-FCSWMD <fcswmd@crocker.com>
Cc: Donna MacNicol <donna.mtb@verizon.net>
Subject: Conflict of Interest issues for Board

Jan -

You have requested that I provide a summary of the substantive law and process regarding special municipal employee status for FCSWD Board members. You specifically asked, what if the representative was only a citizen, or a town administrator or on other town boards. For each board member because of the individual circumstances the answer to avoiding a conflict of interest will be different.

For example, a citizen with no other roll in town government, would not have a conflict being appointed to the Board of the FCSWD. Town Administrators could avoid a conflict of multiple office holding if being on the Board was added to their job description as one of the duties of the Town Administrator. What to do if you are a Board representative serving on other towns boards, commissions or committees is answered in more detail below. One of the ways to avoid a conflict may be to have one of the positions you hold designated as a special municipal employee position.

The best approach would be for each board member who believes they may have a conflict to call the State Ethics Commission, 617-371-9500, to get a determination of whether they have a conflict and if so how to resolve it. One way may be for the Select Board to vote the Board member a special municipal employee and then follow the guidance of the Ethics Commission as to disclosure statement requirements and Select Board votes for an exemption from section 20 as more detailed below. But that is not the only way to resolve the conflict and there maybe no way to resolve the conflict under certain circumstances. Special Municipal Employee status may not protect everyone under certain circumstances. Thus each individual case must be considered on a case-by-case basis.

The conflict of Interest law, M.G.L. c. 268A, covers all municipal officials and employees, whether elected or appointed, paid or unpaid, full-time or part-time. However, Sections 17 and 20 of c. 268A apply less restrictively to part-time or unpaid municipal officials who have been designated as “special municipal employees.” All other sections of c. 268A apply to all positions whether special municipal employee positions or not.

Special Municipal Employee status is assigned to certain qualifying municipal **positions** by a vote of the Select Board. It is the position that attains special municipal employee status NOT the person. Once the position has special municipal employee status, that status can only be rescinded by a vote of the Select Board.

The Select Board may vote a position as a special municipal employee position if:

- 1) the position is not paid; or
- 2) the position is part-time thereby allowing the employee to work at another job during normal working hours; or
- 3) employee is not paid by the town for more than 800 working hours during the preceding 365 days.

(**Note:** Select Board members in towns with less than 10,000 residents are automatically special municipal employees. Also, if Town Administrators are assigned to serve on the FCSWD Board, the assignment should be added to their job description so that it is not considered a second job, but rather a part of their administrator job duties.)

A list of special municipal employee positions should be on file at the town clerk's office and should also be filed with the Ethics Commission.

Section 17 generally prohibits a municipal employee from representing, acting as an agent or attorney for a private party before municipal boards or department.

However, if the employee is in a position that is designated as a special municipal employee position, that employee may:

- 1). Represent private parties before municipal boards other than their own, provided that they have not officially participated in the matter and the matter is not now (and was not within the past year) within their official responsibility;
- 2). Act as agent for private parties in connection with a matter of interest to your city or town, provided that they have not officially participated in the matter and the matter is not now (and was not within the past year) within their official responsibility;
- 3). Receive pay or other compensation in connection with matters involving your town, provided that they have not officially participated in the matter and the matter is not now (and was not within the past year) within their official responsibility.

Section 20 restricts municipal employees from having a direct or indirect financial interest in contracts with the town, keeping in mind that being an employee is considered having an employment contract. (There are many exemptions to this provision, for example, having less than 1 percent of the stock of a company that does business with the municipality does not create a conflict.)

In addition, a municipal employee may have a financial interest in a contract with a municipal department which is completely independent of the one where s/he works, provided that the contract has been publicly advertised or competitively bid, and the employee has filed a disclosure of his interest in the contract with the town clerk.

Two additional exemptions are:

- 1). You may have a financial interest in a contract with a department which is completely independent of the one where you work, provided that you file a disclosure of your interest in the contract with the town clerk, (there is no public notice or competitive bid requirement for this special municipal employee exemption).
- 2). You may even have a financial interest in a contract with your own department provided that you file a disclosure of your interest in the contract with the town clerk and the Select Board vote to grant you an exemption to section 20.

So as you can see special municipal employee status does protect certain municipal employees from violations of the conflict of interest law, but each situation must be taken on its own basis. There cannot be a blanket answer for each Board member.

Also, Section 20 generally restricts municipal employees from holding multiple municipal positions but again there are exemptions.

You may:

- 1) hold any number of unpaid positions;
- 2) hold any number of elected positions; and,
- 3) in some instances may hold more than one paid appointed position, provided they are in separate departments, jobs have been publicly advertised and the Select Board votes to exempt you from section 20. In certain situations there are other requirements as well. For example, if you are serving as an appointed employee for a board, committee or commission you also sit on, you will need an annual town meeting vote to hold that position.

This memo because of its general nature cannot be considered as legal advice to any one Board member of the FCSWD. It is meant as a general guidance so that each member can determine if they should be seeking further advice relative to the conflict of interest law.

Call if you have any questions .

Donna

Donna MacNicol
donna.mtb@verizon.net
MacNicol & Tombs, LLP
393 Main Street
P.O. Box 985
Greenfield, MA 01301
413-772-8600
413-7721999 (FAX)
donna.mtb@verizon.net



Franklin County Solid Waste Management District

117 Main Street, Second Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

Fact Sheet from the Mass. Ethics Commission

www.mass.gov/service-details/special-municipal-employees

Special Municipal Employees

An explanation of how the conflict of interest law applies to "Special Municipal Employee" positions

The conflict of interest law, G.L. c. 268A, covers all municipal officials and employees, whether elected or appointed, paid or unpaid, full-time or part-time. However, two sections of the conflict law apply less restrictively to those part-time or unpaid municipal officials who have been designated as "special municipal employees."

"Special municipal employee" status can be assigned to certain municipal positions by a vote of the board of selectmen, board of aldermen, town council or city council. Several specific municipal positions are automatically designated as "special" under the law. Your position is eligible to be designated as a "special municipal employee" position provided that:

- you are not paid; or
- you hold a part-time position which allows you to work at another job during normal working hours; or
- you were not paid by the city or town for more than 800 working hours (approximately 20 weeks full-time) during the preceding 365 days.

It is the municipal position that is designated as having "special" status, not the individual. Therefore, all employees holding the same office or position must have the same classification as "special municipal employees." For instance, one member of a school committee cannot be classified as a "special" unless all members are similarly classified.

The designation may be made by a formal vote of the board of selectmen, board of aldermen, town council or city council at any time. Votes should be taken individually for each board or position being designated, expressly naming the positions being designated. Once a position is designated as having "special" status, it remains a "special municipal employee" position unless and until the classification is rescinded. A list of all the "special municipal employee" positions should be on file at the town or city clerk's office. This list should also be filed with the Ethics Commission.

Under no circumstances may a mayor, city councilor, town councilor, alderman, or selectman in a town with a population of more than 10,000 be designated as a "special." However, in towns of 10,000 or less, selectmen are automatically considered "special" employees. Other municipal positions in towns with a population of less than 10,000 must still be designated as "special municipal employee" positions by the selectmen.

The Legislature may also designate certain positions to have "special municipal employee" status. For example, board members and part-time employees of local housing and redevelopment authorities are defined by law as "special municipal employees" and do not need to have local authorities approve their designation as "specials." (See G.L. c. 121B, section 7.)

THE CONFLICT LAW IS LESS RESTRICTIVE FOR "SPECIALS"

Only two sections of the conflict of interest law apply less restrictively to "specials", §§ 17 and 20. All other sections of the conflict law that govern regular municipal employees apply to "special municipal employees" in exactly the same way. See the Summary of the Conflict Law for Municipal Managers or the Practical Guide to the Conflict Law for Municipal Employees for information on your responsibilities under the law (these publications are available from the State Ethics Commission). Remember that even if you serve on an unpaid part-time board or commission, you are still considered a regular municipal employee, unless your position has been expressly designated as having "special municipal employee" status.

Section 17 - Acting on Behalf of Others

Section 17 generally prohibits municipal employees from representing a private party before municipal boards or departments. It also prohibits municipal employees from acting as agent (or attorney) for a private party in connection with any matter of direct and substantial interest to their city or town. Finally, it prohibits municipal employees from accepting pay or other compensation in connection with any matter of direct and substantial interest to their municipality.

However, if you are a "special municipal employee," you may:

- represent private parties before municipal boards other than your own, provided that you have not officially participated in the matter and the matter is not now (and was not within the past year) within your official responsibility;
- act as agent for private parties in connection with a matter of interest to your city or town, provided that you have not participated in the matters as a municipal official, and that the matter is not (and has not been, during the past year) within your official responsibility; and
- receive pay or other compensation in connection with matters involving your city or town, provided that you have not officially participated in the matters and they are not (and have not been, within the past year) within your official responsibility.

Example: You are a Conservation Commissioner. The Commission has been given "special municipal employee" status. You are also an engineer in private practice in town.

- You may be hired as site engineer and represent a private development company at a Planning Board hearing, as long as the hearing does not in any way involve Conservation Commission matter.
- However, if the hearing is about a wetlands dispute, you could not represent the developer before the Planning Board because the matter is under your official responsibility as Conservation Commissioner.
- Also, if you prepare site plans, blueprints, structural analyses or other professional documents, you may not allow the developer to submit those materials to the

Conservation Commission (or to any other municipal boards, in connection with matters under the Conservation Commission's responsibility).

- Also, you may not be paid for giving the developer advice about how to get his project approved by the Conservation Commission, or for any other activity related to the Conservation Commission review process.

Note that the prohibition against "acting as agent" covers any type of activity that involves representing someone other than your city or town. Activities which can be considered "acting as agent" include: serving as someone's spokesperson; making phone calls or writing letters; acting as a liaison; affixing professional seals or signing supporting documentation; and participating as an electrician, plumber or other contractor during municipal building inspections. For more information about section 17, request Advisory No. 13: Municipal Employees Acting as Agent from the State Ethics Commission.

Section 20 -- Restrictions on Having an Interest in Contracts with your City or Town

Section 20 generally prohibits municipal employees from having a direct or indirect financial interest in a contract with their city or town. However, there are many exemptions in this section of the law. For instance, a municipal employee may own less than 1% of the stock of a company that does business with the municipality.

Also, a municipal employee may have a financial interest in a contract with a municipal department which is completely independent of the one where he works, provided that the contract has been publicly advertised or competitively bid, and the employee has filed a disclosure of his interest in the contract with the city or town clerk. Note that there are additional requirements for personal services contracts: contact your town counsel or city solicitor or the State Ethics Commission's Legal Division for more information.

However, if you are a "special municipal employee," you have two additional exemptions to section 20:

As a "special municipal employee," you may have a financial interest in a contract with a department which is completely independent of the one where you work, provided that you file a disclosure of your interest in the contract with the city or town clerk (there is no "public notice" or "competitive bid" requirement for this "special municipal employee" exemption).

As a "special municipal employee", you may even have a financial interest in a contract with your own department (or with a department which has overlapping jurisdiction with your department), provided that you file a disclosure of your interest in the contract with the city or town clerk and the board of selectmen, board of aldermen, town council or city council vote to grant you an exemption to section 20.

Example: You are a member of the School Committee, which has been given "special municipal employee" status. You also own a hardware store in town.

- You may sell light bulbs to the town's Department of Public Works, because Public Works is not under the jurisdiction of the School Committee; however, you must file a disclosure of your interest in the light bulb sales with the Town Clerk.
- You also may sell light bulbs to the School Department (which is under the School Committee's jurisdiction), but only if you file a disclosure of your interest in the light bulb sales with the Town Clerk and the Board of Selectmen vote to exempt your light bulb sales from the restrictions of section 20.

For more information about restrictions on holding an interest in municipal contracts, contact your city solicitor or town counsel or the Legal Division of the State Ethics Commission.

Section 20 -- Restrictions on Holding Multiple Municipal Positions

Because the restrictions of section 20 also apply to employment contracts, municipal employees are generally prohibited from holding more than one municipal position. However, there are many exemptions to this general prohibition. If you are a municipal employee -- regular or "special", you may:

- hold any number of unpaid positions, because you do not have a financial interest in any of the positions (however, if you hold even one paid appointed position, you must look for other exemptions);
- hold any number of elected positions, whether paid or unpaid, because you serve in those positions by virtue of your election, rather than because of an appointment or employment contract (however, if you hold even one paid appointed position, you must look for other exemptions); and
- in some instances, you may hold more than one paid appointed position, provided that the jobs are in separate departments (which do not have overlapping responsibilities) and all paid jobs have been publicly advertised. However, your board of selectmen, board of aldermen, town council or city council must vote to exempt you from section 20, and there are also other requirements you must meet. For more information, see Advisory No. 7: Multiple Office Holding from the State Ethics Commission, or contact your town counsel or city solicitor or the State Ethics Commission's Legal Division.
- If you serve in a town with a population of less than 3,500, you may hold more than one position with the town if the board of selectmen formally approves the additional appointments.

If you are a "special municipal employee", you may also:

- hold any number of other "special municipal employee" positions, provided that the positions are with totally independent departments and you file a disclosure of your financial interest in all the positions with the city or town clerk;
- hold any number of other "special municipal employee" positions, even if the departments' jurisdictions overlap, provided that you file a disclosure of your financial interest in all the positions with the city or town clerk, and the board of selectmen, board of aldermen, town council or city council vote to exempt you from section 20.

Example: As a Cemetery Commissioner, you are a "special municipal employee."

- You may also hold "special municipal employee" positions on the Board of Library Trustees and on the Waterways Commission, because the three positions are completely independent of each other. However, you must file a disclosure of your financial interest (e.g., stipends, per diem payments, salary) in the positions with the Town Clerk.

If you wish to hold a "special municipal employee" position with the Department of Public Works (which maintains buildings on the cemetery grounds) or as the town's Tree Warden (who cares for the trees on the cemetery grounds), you must file a disclosure of your financial interest in the positions with the Town Clerk, and the Board of Selectmen must vote to exempt you from section 20.

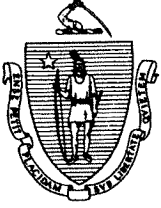
For more information about holding more than one municipal position, request Advisory No. 7: Multiple Office Holding from the State Ethics Commission, or contact your town counsel or city solicitor or the State Ethics Commission's Legal Division.

* * *

The definition of "special municipal employee" can be found in section 1(n) of the conflict of interest law (G.L. c. 268A). Note that town councils are empowered by G.L. c. 39, section 1 to exercise all duties and powers of boards of aldermen.

Added cost to assessments of Additional 2% COLA

		additional 3.4% each year								
	FY2026	2027	2028	2029	2030	2031	2032	2033	2034	FY2024 actual assessment
Town of Ashfield	3,936	4,070	4,208	4,351	4,499	4,652	4,810	4,974	5,143	137,771
Town of Bernardston	4,010	4,146	4,287	4,433	4,584	4,740	4,901	5,068	5,240	140,354
Bernardston Fire & Water District	197	204	211	218	225	233	241	249	257	6,888
Town of Buckland	4,379	4,528	4,682	4,841	5,006	5,176	5,352	5,534	5,722	153,270
Buckland Fire District	148	153	158	163	169	175	181	187	193	861
Town of Charlemont	2,706	2,798	2,893	2,991	3,093	3,198	3,307	3,419	3,535	94,718
Town of Colrain	3,542	3,662	3,787	3,916	4,049	4,187	4,329	4,476	4,628	123,994
Town of Conway	6,986	7,224	7,470	7,724	7,987	8,259	8,540	8,830	9,130	244,543
Town of Deerfield	24,551	25,386	26,249	27,141	28,064	29,018	30,005	31,025	32,080	860,207
Town of Erving	13,333	13,786	14,255	14,740	15,241	15,759	16,295	16,849	17,422	467,559
Franklin County Regional Housing Authority	9,053	9,361	9,679	10,008	10,348	10,700	11,064	11,440	11,829	316,873
Franklin County Solid Waste Management District	959	992	1,026	1,061	1,097	1,134	1,173	1,213	1,254	33,581
Franklin Regional Transit Authority	2,681	2,772	2,866	2,963	3,064	3,168	3,276	3,387	3,502	93,856
Frontier Regional School District	14,908	15,415	15,939	16,481	17,041	17,620	18,219	18,838	19,478	521,807
Town of Gill	3,100	3,205	3,314	3,427	3,544	3,664	3,789	3,918	4,051	108,495
Hawlemont Regional School District	2,337	2,416	2,498	2,583	2,671	2,762	2,856	2,953	3,053	81,802
Town of Hawley	1,132	1,170	1,210	1,251	1,294	1,338	1,383	1,430	1,479	39,609
Town of Heath	2,509	2,594	2,682	2,773	2,867	2,964	3,065	3,169	3,277	87,829
Town of Leverett	6,224	6,436	6,655	6,881	7,115	7,357	7,607	7,866	8,133	217,850
Town of Leyden	1,132	1,170	1,210	1,251	1,294	1,338	1,383	1,430	1,479	39,609
Mahar Regional School District	10,332	10,683	11,046	11,422	11,810	12,212	12,627	13,056	13,500	362,509
Mohawk Regional School District	22,853	23,630	24,433	25,264	26,123	27,011	27,929	28,879	29,861	799,932
Town of Monroe	910	941	973	1,006	1,040	1,075	1,112	1,150	1,189	31,860
Town of New Salem	1,796	1,857	1,920	1,985	2,052	2,122	2,194	2,269	2,346	62,858
New Salem/Wendell Union School District	5,683	5,876	6,076	6,283	6,497	6,718	6,946	7,182	7,426	198,907
Town of Northfield	6,371	6,588	6,812	7,044	7,283	7,531	7,787	8,052	8,326	223,878
Town of Orange	32,938	34,058	35,216	36,413	37,651	38,931	40,255	41,624	43,039	1,152,968
Orange Housing Authority	295	305	315	326	337	348	360	372	385	10,333
Pioneer Valley Regional School District	14,981	15,490	16,017	16,562	17,125	17,707	18,309	18,932	19,576	524,390
Town of Rowe	5,068	5,240	5,418	5,602	5,792	5,989	6,193	6,404	6,622	177,380
Town of Shelburne	4,526	4,680	4,839	5,004	5,174	5,350	5,532	5,720	5,914	158,436
Shelburne Falls Fire District	1,550	1,603	1,658	1,714	1,772	1,832	1,894	1,958	2,025	54,247
Town of Shutesbury	6,863	7,096	7,337	7,586	7,844	8,111	8,387	8,672	8,967	241,099
South Deerfield Fire District	935	967	1,000	1,034	1,069	1,105	1,143	1,182	1,222	32,721
South Deerfield Water Supply District	1,673	1,730	1,789	1,850	1,913	1,978	2,045	2,115	2,187	58,553
Town of Sunderland	11,193	11,574	11,968	12,375	12,796	13,231	13,681	14,146	14,627	391,786
Town of Warwick	1,919	1,984	2,051	2,121	2,193	2,268	2,345	2,425	2,507	67,163
Town of Wendell	1,747	1,806	1,867	1,930	1,996	2,064	2,134	2,207	2,282	61,135
Town of Whately	6,544	6,766	6,996	7,234	7,480	7,734	7,997	8,269	8,550	229,044
totals:	246,000	254,362	263,010	271,952	281,199	290,759	300,646	310,869	321,436	8,610,675



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR AMENDMENT-Pledge of Collateral

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.
INVOICE #: 82755be-79ce-45b4-acb2-166832db887d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00009-PK-0158	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 11/9/2022 1:38:12 PM EDT

Payment On Behalf Of

License Number or Business Name:
00009-PK-0158

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Viveck

Last Name:
Sharma

Address:
195 State Street

City:
Shelburne Falls

State:
MA

Zip Code:
01370

Email Address:
vickvyas@yahoo.com



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0365632448
Notice Date: September 15, 2022
Case ID: 0-001-696-214



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



AMSONI INC
195 STATE STREET
SHELBURNE FALLS MA 01370-0224

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, AMSONI INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



403340663

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

AMSONI INC
P.O. BOX 224
SHELburnE FALLS, MA 01370

EAN: 83772380
September 16, 2022

Certificate Id:62714

The Department of Unemployment Assistance certifies that as of 9/16/2022 ,AMSONI INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



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

APPLICATION FOR AMENDMENT-Pledge of Collateral

☒ **Pledge of License** ☐ **Pledge of Stock** ☐ **Pledge of Inventory**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Pledge of License, Stock or Inventory Application
- Vote of the Entity
- Pledge documentation
- Promissory note

1. BUSINESS ENTITY INFORMATION

Entity Name

Amsoni, Inc.

Municipality

Buckland

ABCC License Number

00009-PK-0158

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

Applicant is applying for a Pledge of License in order to secure financing from Greenfield Savings Bank.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name Title Email Phone

Stephen F. Narey

Attorney

narey@docatty.com

(413) 663-3200

2. AMENDMENT-Pledge Information

Pledge of License

To whom is the pledge being made:

Greenfield Savings Bank

Pledge of Inventory

Pledge of Stock

3. FINANCIAL DISCLOSURE

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Greenfield Savings Bank	\$552,000	Mortgage	<input type="radio"/> Yes <input checked="" type="radio"/> No
Greenfield Savings Bank	\$385,975	Mortgage	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Amsoni, Inc. is seeking to pledge its license to secure financing of a first and second mortgage given by Alivya, LLC on the real estate at 195 State Street, Buckland.

APPLICANT'S STATEMENT

I, Vivek Sharma the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Amsoni, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

[Signature]

Date:

10-24-2022

Title:

President

ENTITY VOTE

The Board of Directors or LLC Managers of Amsoni, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Buckland and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

☒ Pledge of License

☐ Pledge of Inventory

☐ Pledge of Stock

☐ Other

"VOTED: To authorize

Vivek Sharma

Name of Person

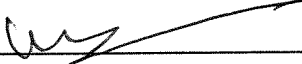
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

For Corporations ONLY

A true copy attest,

A true copy attest,

Corporate Officer /LLC Manager Signature



Corporation Clerk's Signature

(Print Name)

Vivek Sharma

(Print Name)

CORPORATE VOTE

of

AMSONI, INC.

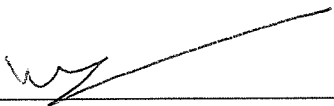
This is to certify that I am the duly elected Secretary of Amsoni, Inc. a Massachusetts corporation with a principal office at 195 State Street, Shelburne Falls, MA 01370.

That on the 30th day of September, 2022, at a special meeting of the Board of Directors of Amsoni, Inc., the following vote was made, seconded and adopted:

VOTED that the Corporation shall apply to the Massachusetts Alcoholic Beverages Control Commission for an amendment to its liquor license to allow the Pledge of License to secure financing from Greenfield Savings Bank.

I further certify that the above vote has not been rescinded nor amended and is still in force and effect.

Dated at North Adams, Massachusetts this 24th day of October, 2022.



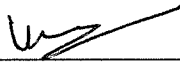
Vivek Sharma as Secretary

CONSENT OF DIRECTORS
OF
AMSONI, INC. IN LIEU OF A MEETING

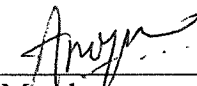
The undersigned, being all of the directors of Amsoni, Inc. (the "Corporation") hereby consent to the following in lieu of a directors' meeting this 30th day of September, 2022:

RESOLVED: That the Corporation be, and on behalf of the Corporation, each of Vivek Sharma (President and Clerk) and Amyn Merchant (Treasurer) acting together or individually is hereby authorized and empowered:

That the Corporation apply to the Massachusetts Alcoholic Beverages Control Commission for an amendment to its liquor license to allow the Pledge of License to secure financing from Greenfield Savings Bank.



Vivek Sharma



Amyn H. Merchant

mdm

PLEDGE OF ALCOHOLIC BEVERAGE LICENSE

For valuable consideration, and as collateral security for the payment and performance of those obligations contained in a certain Term Note of even date in the original principal amount of Five Hundred Fifty-Two Thousand and 00/100 Dollars (\$552,000.00) and a certain Time Note of even date in the original principal amount of Three Hundred Eighty-Five Thousand Nine Hundred Seventy-Five 00/100 Dollars (\$385,975.00), and any existing or future obligations of the undersigned to GREENFIELD SAVINGS BANK (the "Lender"), a Massachusetts Savings Bank with an address of 400 Main Street, Greenfield, MA, the undersigned, AMSONI, INC., a Massachusetts corporation with a principal business address at 195 State Street, Buckland, MA 01338, in accordance with M.G.L. c. 138, §23, hereby pledges to the Lender the alcoholic beverage license more particularly described as follows:

Retail sale license for use at the premises located at 195 State Street, Buckland, Massachusetts (hereinafter referred to as the "License.")

The undersigned represent and warrant as follows:

1. The undersigned has the power and authority to enter into this Pledge Agreement.
2. The undersigned will not transfer, agree to or apply for a transfer, pledge or sell the License to any other individual or entity for so long as any obligations secured hereby remain outstanding, without the prior written consent of the Lender.
3. The undersigned will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License. The undersigned will perform any and all acts required to keep the License in good standing, including filing timely applications for the renewal thereof, and will not suffer or permit the License to lapse.
4. The undersigned shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including but not limited to any action taken by any local or state regulatory agencies which in any manner restricts the use of the License.
5. The undersigned will comply with all applicable laws and regulations with respect to the License or its use.
6. The undersigned agrees to do such further acts or execute such further documents as may be deemed necessary by the Lender to perfect the interest granted herein including, but not limited to, filing a complete Application for Amendment with the Massachusetts Alcoholic Beverages Commission to register this pledge of the license as collateral to Greenfield Savings Bank.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender, the Lender shall have any and all rights provided by law, including those of a secured party under the Uniform Commercial Code. The Lender shall have the right to apply the proceeds of any disposition of the License, to the payment of any obligations of the undersigned to the Lender after deducting therefrom the expenses relating to such sale or disposition, including Court

costs and attorneys' fees.

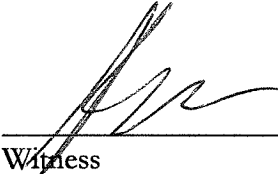
The undersigned hereby grants to the Lender a power of attorney to endorse the name of the undersigned on any and all documents deemed necessary to effectuate the prompt transfer of the License.

THE UNDERSIGNED AND THE LENDER HEREBY EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY, WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

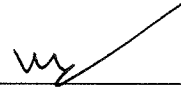
The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any costs or expenses incurred by reason of this Agreement.

Signed as a sealed instrument this 20 day of September, 2022.

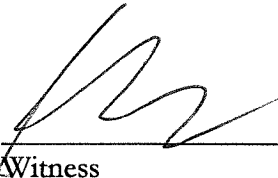
AMSONI, INC.



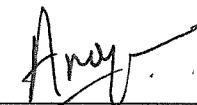
Witness

By: 

Vivek Sharma, President



Witness

By: 

Aryn Hassan Ali Merchant, Treasurer

Loan No. 70-00008480

TIME NOTE

September 30, 2022

\$385,975.00

Greenfield, MA

For value received, the undersigned **Alivya LLC, a Massachusetts limited liability company**, with an address of **195 State Street, Buckland, Massachusetts 01338** and **AMSONI, INC., a Massachusetts corporation**, with an address of **195 State Street, Shelburne Falls, Massachusetts 01370** (collectively, the "Borrower"), jointly and severally, promise to pay to the order of Greenfield Savings Bank, a Massachusetts Savings Bank with an address of 400 Main Street, Greenfield, MA 01301 (together with its successors and assigns, the "Bank"), the principal amount of **Three Hundred Eighty-Six Thousand, Four Hundred Dollars and Zero Cents (\$385,975.00)** on or before **September 30, 2023** (the "Maturity Date"), as set forth below, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **Five and One-Quarter Percent (5.25%)**. All accrued and unpaid interest shall be payable monthly in arrears on the 30th day of each month, commencing on **October 30, 2022**.

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

At the option of the Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank continuing for 15 days with respect to the payment of money or continuing for 30 days with respect to any other default; (2) failure of the Borrower, any endorser or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank continuing for 30 days; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor of the Obligations to any other party continuing for 30 days; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower, any endorser or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or the division of such organization into one or more entities, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor of the Obligations and, if the Borrower, any endorser or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower, any endorser or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, any endorser or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (8) the service upon the Bank of a writ in which the Bank is named as trustee of the Borrower, any endorser or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower, any endorser or any guarantor of the

Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor of the Obligations; (11) the termination or revocation of any guaranty of the Obligations; or (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor of the Obligations to the Bank has been or may be impaired.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be applied first, to any costs, expenses or charges then owed to the Bank by the Borrower; second, to accrued and unpaid interest; third, to the unpaid principal balance hereof; and the balance to escrows, if any. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank, whether for safekeeping or otherwise, or in transit to or from the Bank (regardless of the reason the Bank had received the same or whether the Bank has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or

guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to 18.0%. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 5.0% of such unpaid amount.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

This Note shall be governed by the laws of the Commonwealth of Massachusetts.


Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Note. Each of the Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each of the Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown below or as notified to the Bank and (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER, EACH ENDORSER AND GUARANTOR TO THE BANK, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed as an instrument under seal as of **September 30, 2022**.


Witness:



Borrower:

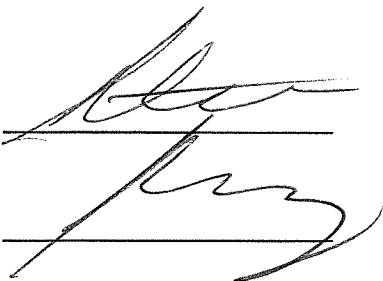
Alivya LLC

By:


Vivek X. Sharma, Manager

195 State Street
Buckland, Massachusetts
01338

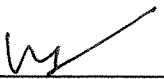
Witness:



Borrower:

AMSONI, INC.

By:


Vivek X. Sharma, President

By:


Amyn H. Merchant, Treasurer

195 State Street
Shelburne Falls, Massachusetts
01370

FIVE YEAR ADJUSTABLE TERM NOTE

September 30, 2022

\$552,000.00

Greenfield, MA

For value received, the undersigned Alivya LLC, a Massachusetts limited liability company, with an address of **195 State Street, Buckland, Massachusetts 01338** and AMSONI, INC., a Massachusetts corporation, with an address of **195 State Street, Shelburne Falls, Massachusetts 01370** (collectively, the "Borrower"), jointly and severally, promise to pay to the order of Greenfield Savings Bank, a Massachusetts Savings Bank with an address of **400 Main Street, Greenfield, MA 01301** (together with its successors and assigns, the "Bank"), the principal amount of **Five Hundred Fifty-Two Thousand Dollars and Zero Cents (\$552,000.00)** on or before **September 30, 2047** (the "Maturity Date"), as set forth below, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The Borrower shall pay monthly installments of interest only at the rate set forth in this paragraph commencing on **October 30, 2022** and on the 14th day of each month thereafter through and including **December 30, 2022**. The Borrower shall pay consecutive monthly installments of principal and interest, as follows: **\$3,348.88** commencing on **January 30, 2023**, and the same amount (except the last installment which shall be the unpaid balance) on the 30th day of each month thereafter. The aggregate principal balance outstanding shall initially bear interest thereon at a per annum rate equal to **5.25%**. The interest rate on the aggregate principal balance shall change on **September 30, 2027** and on that day every sixtieth month thereafter (each a "Change Date") to a fixed rate equal to **Two and Three-Quarters Percent (2.75%)** above the FHLB Rate (as hereinafter defined) as of 45 days prior to such Change Date. On each Change Date each monthly installment due and payable until the next Change Date shall be recalculated (increased or reduced) to reflect the adjusted interest rate, the outstanding principal balance at such time and a **297** month amortization period commencing on **December 30, 2022** in accordance with the Bank's calculation in the Bank's sole discretion.

Notwithstanding anything to the contrary in this Note, the interest rate on this Note is limited by a floor as follows: the minimum interest rate (i.e. floor) is **5.25%** per annum.

FHLB Rate means the Current Classic Advance Rate for Fixed Rate Advances for the Applicable FHLB Rate Period (as hereinafter defined), as published by the Federal Home Loan Bank of Boston, or, in the event the FHLB Rate is no longer available, the base, reference or other rate then designated by the Bank, in its sole discretion, for general commercial loan reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto. The Applicable FHLB Rate Period is **5 Years**.

The effective interest rate applicable to the Borrower's loans evidenced hereby shall be rounded to the nearest One-Eighth Percent (.125%).

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

Borrower shall have the right to prepay this Note at any time; however, if this Note is prepaid through refinancing with another financial institution, Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the product of: (a) the principal amount prepaid and (b) the percentage set forth in the table below for any prepayment made during the indicated period.

Period	Percentage
September 14, 2022 - September 13, 2023	5.00%
September 14, 2023 - September 13, 2024	4.00%
September 14, 2024 - September 13, 2025	3.00%
September 14, 2025 - September 13, 2026	2.00%
September 14, 2026 - September 13, 2027	1.00%

After the last period indicated in the above table this Note may be prepaid in whole or in part without any prepayment charge.

At the option of the Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor hereof to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor hereof under any other loan document delivered by the Borrower, any endorser or any guarantor, or in connection with the loan evidenced by this Note or any other agreement by the Borrower, any endorser or any guarantor with the Bank continuing for 15 days with respect to the payment of money or continuing for 30 days with respect to any other default; (2) failure of the Borrower, any endorser or any guarantor hereof to maintain aggregate collateral security value satisfactory to the Bank continuing for 30 days; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor hereof to any other party continuing for 30 days; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower, any endorser or any guarantor hereof shall be determined by the Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or the division of such organization into one or more entities, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor hereof and, if the Borrower, any endorser or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower, any endorser or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, any endorser or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon the Bank of a writ in which the Bank is named as trustee of the Borrower, any endorser or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower, any endorser or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between the Bank and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor hereof; (11) the termination or revocation of any guaranty hereof; or (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor hereof, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor hereof to the Bank has been or may be impaired.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be

applied first, to any costs, expenses or charges then owed to the Bank by the Borrower; second, to accrued and unpaid interest; third, to the unpaid principal balance hereof; and the balance to escrows, if any. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank, whether for safekeeping or otherwise, or in transit to or from the Bank (regardless of the reason the Bank had received the same or whether the Bank has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to 18.0%. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall

pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 5.0% of such unpaid amount.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

This Note shall be governed by the laws of the Commonwealth of Massachusetts.

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Note. Each of the Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each of the Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown below or as notified to the Bank and (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER, EACH ENDORSER AND GUARANTOR TO THE BANK, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed as an instrument under seal as of **September 30, 2022.**


Witness:



Borrower:

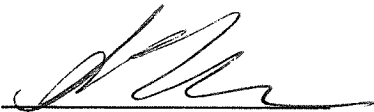
Alivya LLC

By:


Vivek X. Sharma, Manager

195 State Street
Buckland, Massachusetts
01338

Witness:



Borrower:

AMSONI, INC.

By:


Vivek X. Sharma, President

By:


Aryn H. Merchant, Treasurer

195 State Street
Shelburne Falls, Massachusetts
01370

**TOWN OF BUCKLAND
MASSACHUSETTS**



January 24, 2023

Ms. Miranda Cook
Program Officer
Mass Cultural Council
10 Saint James Avenue
Boston, MA 02116

Dear Ms. Cook,

We, the Selectboard members of the Town of Buckland, strongly support and endorse the plans for improvements to Memorial Hall and encourage you to award our neighbor, the Town of Shelburne, a Cultural Facilities Fund Grant for \$500,000.

The Village of Shelburne Falls comprises the most populated areas of our two contiguous towns, Buckland and Shelburne, and it is the commercial anchor of the Hilltowns of western Franklin County. Memorial Hall presents important arts and cultural offerings that greatly benefit the residents of Buckland, Shelburne, and many other Hilltowns, as well as the many people who visit the area to see the Bridge of Flowers or ski at Berkshire East, among other local attractions. The variety of programming at Memorial Hall--including movies and events presented by Pothole Pictures, live-streaming of the Metropolitan Opera, local theater productions, and concerts--enriches our community. Re-opening this venue will provide immediate, positive economic activity in our towns, which, like so many others across the Commonwealth, have suffered over the last few years.

Memorial Hall provides one of the few community gathering options in the Hilltowns and its almost three-year closure has made rebuilding the community more challenging. As elected representatives of Buckland, we urge you to fully support this request as it will bring back a valuable and unique resource to our community.

Sincerely,

Barry Del Casthilo, Chair

Clint Philips, Vice Chair

Larry Wells, Member

17 STATE STREET - BUCKLAND • SHELburne FALLS, MA • 01370
PHONE: (413) 625-6330 • FAX: (413) 625-8570

**Buckland Select Board
Meeting Minutes
November 29, 2022 5:30 p.m.
Buckland Town Hall**

Listing of Topics

Appointments

5:30 p.m.- *Shelburne Fall Initiative: Connecting & Growing Downtown*, Whit Sanford

6:00 p.m. - *Public Forum II - Freight Yard Parking Lot to Depot Street Improvements*,
Breezeway Farm Consulting & GCG Engineering, Inc. *Final Presentation Documents*.

Agenda Items -

Highway Department Personnel Updates -

Documents to Sign

> Contract & Grant Documents

FY20 CDBG Budget Amendment -

FY23 Community Compact Grant Award -

FY23 Cultural Council Grant Award

Recycling Dividend Program Grant Award -

> Permits & Licenses

Town Hall Use Permit

> Minutes -

Sewer Commissioners

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting

Select Board Member Concerns

Town Administrator's Report

Public Comment

Volunteer Recognition

Announcements & Upcoming Meetings

Attendees

Barry Del Castilho - Select Board Chair
 Clint Phillips - Select Board Vice-chair
 Larry Wells - Select Board Member
 Heather Butler - Town Administrator
 Mary Bolduc - Boards' Clerk
 Dana McNay - Falls Cable
 Linda Overing - Breezeway Farm Consulting
 Mike Carter - GCG Engineer
 Martin Yaffee
 Deb Yaffee
 Phoebe Walker
 Sam Bartlett
 Nancy Dole
 Lynn Kelsey

Meeting

The Meeting was called to order at 5:30 p.m. by Mr. Del Castilho, Select Board Chair.

Appointments

5:30 p.m.- *Shelburne Fall Initiative: Connecting & Growing Downtown*, Whit Sanford - Ms. Sanford updated the Board on grant opportunities the Initiative is seeking to avail themselves of, particularly a \$50,000 Mass Development Grant for which they must raise an equal amount (\$50,000) in order to collect the grant money. Presented also was a photograph of a Cindy Fisher mosaic representative of those proposed to be installed along Conway Street from the Bridge of Flowers to The Mill which will artistically connect the Riverfront area with the rest of the Village. Ms. Sanford discussed both aesthetic and financial aspects of the project and requested any monetary support the town was able to offer. Following a brief discussion, Ms. Butler offered to meet with Ms. Sanford to discuss possibilities for the Town to contribute.

6:00 p.m. - *Public Forum II - Freight Yard Parking Lot to Depot Street Improvements*, Breezeway Farm Consulting & GCG Engineering, Inc. *Final Presentation Documents* - Mr. Del Castilho introduced the Public Forum II regarding the Freight Yard Parking Lot to Depot Street Improvements, and turned the meeting over to Linda Overing. Ms. Overing spoke briefly recapping recent forums and stated that nothing yet is set in stone, and in turn, referred the presentation to Mike Carter, Engineer for GCG Associates, Inc. Three options were offered for consideration and were available as handouts as well as projected on a screen so Mr. Carter could point to areas on maps/diagrams during discussions. Some, but not all, of the differences in the three designs were location of sidewalk on Depot Street, proximity of parking in relation to sidewalk, direction of one way traffic flow on Depot Street, and aspects of design elements of parking area of freight yard. All generated input/discussion.

Two of the models were based on traffic flowing in the direction going "up" Depot Street, entering from where it intersects with Ashfield Street and moving toward the Blue Rock Restaurant and eventually the Trolley Museum.. Traffic would have to exit through the

freight yard and Elm or Ashfield Street. The third model has traffic moving in the opposite direction, “down” Depot Street which means it would have to enter from Ashfield Street, through the Freight Yard, and down Depot Street. Engineer recommendation was for Option 3 based on the fact that vehicles have to cross traffic to access Depot Street to travel in the other direction. However, given traffic numbers, he conceded that it is not a major issue. Sentiment from those in attendance was largely in favor of traffic flowing up Depot Street. Josh Simpson asked if there has historically been left turn accidents onto Depot Street; there has not. Location of sidewalk was also debated and it was noted that most people who frequently walk there walk on the river side so it makes most sense to put the sidewalk on the river side. With the sidewalk on the riverside. location of crosswalks to access the restaurant were also discussed.

Ground water issues were raised by Martin Yaffee and Sam Bartlett and addressed by Mr. Carter.

Tour buses were again a concern for their idling (fumes), turning radius, and imposing presence; the issue was discussed at length. Also given much input were public restrooms, lighting, and handicap parking followed by discussion/debate on each topic.

In summation, Mike Carter will go back to the drawing board with consensus from this forum: 1)no public restrooms 2) only 1 bus 3) sidewalk on river side of Depot Street 4) traffic flow “up” Depot Street, and 5) handicap parking by loading dock (of restaurant).

Residents participating in the forum were Martin Yaffee, Deb Yaffee, Phoebe Walker, Nancy Dole, Sam Bartlett, and Lynn Kelsey. Josh Simpson, owner of Salmon Falls Gallery building was also present and participated as well as Ms. Butler, Select Board members, Linda Overing and Mike Carter.

Linda Overing proposed a hearing on January 24, 2023.

Agenda Items -

Highway Department Personnel Updates - Ms. Butler presented the Board with a Letter of Hire for Roger Purington for a position with the Highway Department. Following Ms. Butler’s recommendation of Mr. Purington and a brief Board discussion, Mr. Phillips moved to approve/sign the letter of hire, seconded by Mr. Wells. Vote in favor of the motion was unanimous. Ms. Butler also recommended Derek Girard of the Highway Department for a promotion/pay raise in recognition of his mechanical aptitude and its benefit to the department. Mr. Phillips moved to approve the promotion/pay raise and sign the letter to Mr. Girard announcing same. Mr. Wells seconded the motion which was approved unanimously.

Documents to Sign

> Contract & Grant Documents

FY20 CDBG Budget Amendment - Linda Overing explained the transfer of funds from one administrative account to another to properly fund the Breezeway Farm Consulting increase for the Freight Yard design, simply a bookkeeping function. Mr. Phillips moved

to request DHCD to reprogram surplus funds from the Design Engineering and Program Delivery accounts to general administration. Mr. Wells seconded. Vote in favor of the motion was unanimous

FY23 Community Compact Grant Award - Tabled.

FY23 Cultural Council Grant Award - This is the annual grant funding received from the Mass Cultural Council that funds all the programs sponsored by the Buckland Cultural Council. Mr. Phillips moved to approve the contract to Mass Cultural Council in the amount of \$5,500 for the sponsorship of cultural programs in Buckland. Mr. Wells seconded, and vote in favor of the motion was unanimous.

Recycling Dividend Program Grant Award - Ms. Butler explained the background of the grant, the purposes for which it could be used, and that Buckland has for several years been accruing these funds with the intention of using them toward a capital improvement at the transfer station. Mr. Phillips moved to approve the contract to the Department of Environmental Protection in the amount of \$4,900, seconded by Mr. Wells. Vote in favor of the motion was unanimous.

> Permits & Licenses

Town Hall Use Permit - Mr. Del Castillo recused himself from this item. The Mary Lyon Foundation had submitted a Town Hall Use Permit Application for an event on January 13, 2023. Mr. Phillips moved to approve the permit, seconded by Mr. Wells. Vote in favor of the motion: Phillips, yes; Wells, yes.

> Minutes - Board members had reviewed Select Board meeting minutes for November 9, 2022. Mr. Phillips moved to approve as written, seconded by Mr. Wells. Vote in favor of the motion was unanimous.

Sewer Commissioners - Mr. Wells reported on the screening committee's interview for a candidate for the half time wastewater collections position. He highly recommended candidate Jillian "Rook" Schatz. In addition to Mr. Wells, screening committee members were Ms. Butler, Lisa Provencher, and Paula Consolo. Mr. Wells moved to offer Ms. Schatz the position, seconded by Mr. Phillips. Vote in favor of the motion was unanimous.

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting -
There were no items not reasonably anticipated.

Select Board Member Concerns - There were no Select Board Member Concerns stated.

Town Administrator's Report -

> Property & Casualty Insurance Insurance Rate Guarantee MIIA - Ms. Butler will accept if there are no objections or questions from Board; it is within her purview/job description.

- > Direct Local Technical Assistance (DLTA) Program update - Jessica Atwood from FRCOG will be on December 13th agenda for input from Board regarding projects.
- > Class & Comp Study update - Study has been initiated and there will be an online informational meeting for employees this week. Meeting will be taped for any employees not present at initial viewing.
- > Conway Street Problem - There is a problem with how the precast culvert aligns with the sewer line. Since it does not make sense to recast the culvert, the sewer line must be re-engineered. Ms. Butler will bring back more information for December 13th meeting regarding funding for the resulting cost overage. To date, the issue has not caused a project delay.
- > The Town's new hybrid cruiser was backed into by a State Police vehicle while in for repairs for problems it exhibited shortly after arriving in Buckland. Its condition raises the question of whether the Town wants a practically new vehicle returned to us which did not function properly shortly after delivery and has now already been in a collision.

Public Comment - There was no Public Comment.

Volunteer Recognition - All Moonlight Magic volunteers were recognized for making the event happen and making it such a success for the Village.

Announcements & Upcoming Meetings - Next Select Board meeting on December 13, 2022. Tentative meeting on December 27, only if necessary. With no further business, Mr. Phillips moved to adjourn, seconded by Mr. Wells. Vote in favor of the motion was unanimous. Meeting adjourned at 7:15 p.m.

Respectfully Submitted by Mary Bolduc, Boards' Clerk, January 10, 2023

Signed:

Barry Del Castilho_____

Clint Phillips_____

Larry Wells_____

**Buckland Select Board
Meeting Minutes
January 10, 2023 5:30 p.m.
Buckland Town Hall**

Agenda

Appointments -

5:30 p.m. - Introduction of new employees; Highway, Building & Grounds, Wastewater

5:40 p.m. - Shelburne Falls Taskforce updates

Agenda Items

DLTA Request Form -

Annual Town Meeting schedule -

West County Senior Services District -

Request for Determination - Financial Disclosure of Non-Elected Municipal Official -

Surplus Property Determination -

Documents to Sign

Contract and Grant Documents -

> FY20 CDBG Fund Repurposing Allowance and Contract Amendment

Minutes

> November 29, 2023

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting

Select Board Member Concerns

Town Administrator Report

Public Comment

Volunteer Recognition

Announcements & Upcoming Meetings

Attendees

Barry Del Castilho - Select Board Chair

Clint Philips - Select Board Vice-chair

Larry Wells - Select Board Member

Heather Butler - Town Administrator
 Mary Bolduc - Boards' Clerk
 Dana McNay - Falls Cable
 Michael Parker - Building & Grounds
 Rook Schatz - Wastewater Treatment Facility
 Andrew Baker - Shelburne Falls Select Board/Taskforce

Meeting

Mr. Del Castilho, Chair, opened the meeting at 5:30 p.m.

Agenda

Appointments -

5:30 p.m. - *Introduction of new employees; Highway, Building & Grounds, Wastewater* - Ms. Butler introduced Michael Parker and Rook Schatz as the new Building & Grounds and part-time Wastewater Treatment Facility employees respectively. Roger Purtington, new Highway Department employee, was not present but was announced. Ms. Butler welcomed them all to Team Buckland, and noted that this is the first time since her arrival that all positions are filled.

5:40 p.m. - *Shelburne Falls Taskforce updates* - Shelburne Falls Select Board member and Taskforce representative Andrew Baker addressed the Board on collaborative efforts between the towns of Buckland and Shelburne. He cited areas of successful collaboration and gave examples of projects where he felt those efforts fell short. Brief discussion followed.

Agenda Items

DLTA Request Form - Mr. Del Castilho suggested that Board members send their thoughts/priorities to Ms. Butler.

Annual Town Meeting schedule - The Board reviewed a proposed Annual Town Meeting Schedule, discussed the Mohawk budget timeline and Finance Committee Calendar, and concerns regarding a Short Term Rental Bylaw. At this point, there was no vote taken on the schedule, but there was consensus that it was acceptable.

West County Senior Services District - Mr. Del Castilho initiated the discussion by stating that the Special Legislation has been signed into law and the consortium can be dissolved when the member towns choose. Discussion followed on how best to oversee the District; a working group for the time being evolving into a board of managers seemed likely but would have to be discussed with Ashfield and Shelburne. The size of the board of managers, the members that comprise the board, its functions, budget, etc. were among topics that would need to be addressed. Director Julie Moreno and the Senior Center staff will be included in discussions going forward to keep them informed and for their valuable input.

Request for Determination - Financial Disclosure of Non-Elected Municipal Official - This request was submitted by Michael Hoberman of the Planning Board relative to current

Planning Board deliberations concerning Short Term Rentals. Mr. Hoberman was not present at the meeting so no action was taken.

Surplus Property Determination - The Highway and Wastewater Departments updated their surplus property lists. Items of value will be sold on Municibid, while items with no value will be scrapped. Mr Phillips moved to declare items from Highway and Wastewater inventories surplus and authorize their disposal. Mr. Wells seconded, and vote in favor of the motion was unanimous.

Documents to Sign

Contract and Grant Documents -

> FY20 CDBG Fund Repurposing Allowance and Contract Amendment - Mr. Phillips moved to request DHCD to reprogram \$6,250 of surplus funds from the Design Engineering account to West County Emergency Food Pantry and to authorize the Select Board Chair to sign the amendment request and, contingent on DHCD approval, a subsequent Community Action Contract Amendment. Mr. Wells seconded and vote in favor of the motion was unanimous.

Minutes

> November 29, 2022 - Tabled.

Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting -

There were no items within 48 hours.

Select Board Member Concerns - Mr. Del Castilho raised the question of how best to get the word out regarding rules and regulations for the transfer station. Ms. Butler suggested that perhaps a solid waste representative could address a meeting. In addition, she supported purchasing signs and promotional material. Mr. Del Castilho emphasized that the first line should note that transfer station rules are EPA rules, not the Town's rules or those of a specific person. However, Ms. Butler clarified that the Buckland Transfer Station has its own operating permit, thus has its own rules regarding the refuse it accepts.

Mr Phillips asked if there is another date set for the next shared police services public hearing. Mr. Del Castilho reported that no date is set yet, but hopefully there will be a hearing in February.

Town Administrator Report - There have been reports of people accessing the Buckland Recreation Area, walking there, etc. It is still closed to the public and will be for the duration of the project. It is a safety issue and the public is asked to please respect and obey the closing. The construction company is still on site, and project is moving along well.

Ms. Butler is still working to resolve the damage done to the salt shed on Conway Street, and plans are progressing for the new salt shed. The existing Mayhew building

cannot be used as planned. Wetlands on site of the proposed new salt shed are to be re-delineated and surveyed.

Work on the second culvert on South Street has begun with an estimated three weeks for the road closure/detour. After completion of the culvert, the road will be open for the duration of the winter, and construction crews will return in the spring for paving.

Public Comment - There was no public comment.

Volunteer Recognition - None announced at this meeting.

Announcements & Upcoming Meetings - January 24, 2023 Select Board Meeting, including FY22 CDBG Public Hearing (Depot St & Freight Yard Design) & meet with Rep. Natalie Blais

February 14, 2023, Select Board Meeting, including Clesson Brook Watershed Assessment update

Mr. Del Castilho announced that he would be attending the MMA annual meeting as well as Ms. Butler, and his focus would be on the Rural Schools Commission recommendations.

With no further business, Mr. Phillips moved to adjourn, seconded by Mr. Wells. Vote in favor of the motion was unanimous. Meeting adjourned at 6:51 p.m.

Respectfully Submitted by Mary Bolduc, Boards' Clerk, January 24, 2023

Signed:

Barry Del Castilho_____

Clint Phillips_____

Larry Wells_____

Fluvial Geomorphic Assessment of the Clesson Brook Watershed, MA - DRAFT

Prepared for
Town of Buckland, MA



Confluence of Clesson Brook and Smith Brook

Prepared by
Nicolas Miller
Field Geology Services
Charlemont, MA

December 2022

Table of Contents

1.0 INTRODUCTION	4
2.0 FLUVIAL GEOMORPHIC ASSESSMENT	4
2.1 Reach and segment delineation.....	5
2.2 Review of existing studies and available data	6
2.4 Watershed characterization.....	9
2.5 Mapping of channel features.....	10
2.6 Topographic survey.....	13
3.0 ONGOING WORK AND STREAM CORRIDOR DELINEATION.....	13
4.0 REFERENCES.....	13
FIGURES.....	15
TABLES	36

List of Figures

- Figure 1. Land use in Clesson Brook watershed.
- Figure 2. Protected Open Space in Clesson Brook watershed.
- Figure 3. Phase I reach breaks on Clesson Brook and its major tributaries.
- Figure 4. Surficial geologic map of a portion of the Clesson Brook watershed.
- Figure 5. LiDAR elevation data and shaded relief map of Clesson Brook watershed.
- Figure 6. Comparison of cross valley profiles from LiDAR.
- Figure 7. A portion of a 1794 map of Buckland, Ma.
- Figure 8. A portion of an 1858 map of “Buckland Centre”.
- Figure 9. Portions of an 1895 map of Buckland, Ma.
- Figure 10. Historic aerial photographs from 1940.
- Figure 11. Photos of the aftermath of Tropical Storm Irene.
- Figure 12. Photos of post-Irene emergency work.
- Figure 13. Channel bars were mapped during the assessment of Clesson Brook.
- Figure 14. Headcuts, or knickpoints, represent vertical instabilities in the streambed.

Figure 15. Bank armoring along Clesson Brook.

Figure 16. Upstream view of headcut undermining boulder armor.

Figure 17. Wood is introduced to the channel through mass failures of high banks.

Figure 18. Channel-spanning log on Smith Brook storing significant volume of sediment.

Figure 19. Log jams provide important geomorphic and habitat functions.

Figure 20. Wood is unevenly distributed along Clesson Brook.

List of Tables

Table 1. Phase I reach data.

Table 2. Stream bank stability data.

1.0 INTRODUCTION

This draft report is an interim report describing a fluvial geomorphology assessment performed by Field Geology Services, LLC of Clesson Brook and its major tributaries in Franklin County, Massachusetts (Figure 1). Flowing northeast through the towns of Buckland, Ashfield, and Hawley, Clesson Brook is a tributary to the Deerfield River. With a drainage area of 21.3 mi² (13,621 acres) the Clesson Brook watershed makes up the majority of the Town of Buckland (62 percent of Town lies within Clesson Brook watershed). The watershed is steep with a mean basin slope of 17 percent (USGS StreamStats, 2022). State Route 112 and several other main town roads are located along the stream corridors of Clesson Brook and its tributaries. The watershed is primarily forested (74 %), with a significant amount of agricultural land (12%), which is concentrated along the stream corridor and primarily in the lower half of the watershed (FRCOG, 2017) (Figure 1). Agricultural practices currently active in the watershed include dairy, cattle and livestock, corn, hay, vegetable row crops, nurseries, and many apple and fruit orchards. Agriculture is an important part of the economy and land use in the Clesson Brook watershed.

Developed land makes up 11 percent of the land use in the watershed, while there is little permanently protected land (FRCOG, 2017). Protected open space makes up 2,466 acres, or 18 percent of the total land area (Figure 2). This conserved land is located largely in the upper portions of the watershed, with a majority of the land in the town of Hawley. In fact, 46 percent of the Hawley portion of the watershed is conserved, while less than 7 percent of the Buckland portion of the watershed enjoys a protected status.

The Clesson Brook watershed includes a significant amount of BioMap2 Core Habitat and Critical Natural Landscape Block lands as defined by the Nature Conservancy (TNC) and the Massachusetts Natural Heritage and Endangered Species Program (NHESP). These lands include critical areas for preserving biodiversity, protecting water supply, providing flood and carbon storage, and maintaining healthy natural ecosystems (FRCOG, 2017).

2.0 FLUVIAL GEOMORPHIC ASSESSMENT

Fluvial geomorphic assessments are devoted to understanding how the natural setting and history of human land use in a watershed effect river channel processes and form (i.e., channel dimensions and shape). River channels are in constant adjustment as watershed conditions change, but eventually approach an equilibrium channel form where the channel's dimensions, although not necessarily its position, remain constant, absent a significant watershed perturbation. River channel adjustments may persist for thousands of years when responding to climatic influences (e.g., deglaciation in New England), so river channel changes may be ongoing throughout the design life of flood control, bank protection, and river restoration projects. Channels can also respond quickly to a single large flood or to direct human activities in the stream channel such as the construction of a dam across the river. Furthermore, rivers can experience rapid bank

erosion and changes in channel position even while maintaining an equilibrium condition by balancing erosion with an equivalent amount of sediment deposition. Consequently, geomorphology assessments are essential for identifying sustainable management solutions related to channel instability, habitat degradation, and downstream sediment loading. River restoration projects are more likely to succeed with a thorough understanding of how the channel is responding to natural conditions and human activities in the basin and how the channel may respond to future management efforts. Therefore, geomorphic assessments must focus on both the natural and human conditions in the watershed that engender channel adjustments and describe the current channel conditions that reflect the ongoing evolution of the channel.

Identifying how conditions in one part of the watershed are linked to channel adjustments elsewhere are essential for developing restoration options that not only reduce hazards and improve habitat conditions at the site of restoration but also promote equilibrium conditions throughout the watershed. Within this context, the specific objectives of the South River geomorphic assessment are to: 1) characterize past and current channel conditions; 2) determine past and current human land uses that have resulted in ongoing channel adjustments; and 3) identify natural watershed conditions that control the character and rates of channel adjustment. The draft geomorphic assessment presented below consists of five parts: 1) reach and segment delineation; 2) review of existing studies and available data; 3) review of archival and historic resources; 4) watershed characterization; and 5) mapping of channel features. Topographic survey, channel classification, stream corridor delineation, and restoration and conservation prioritization will be discussed in the final geomorphic assessment report to be submitted by April 1, 2023.

2.1 Reach and segment delineation

Since different portions of a river can respond differently to the same natural and human influences, the first assessment task is to subdivide the river into distinct reaches of varying length. Within a given reach, the river is likely to respond similarly to changing watershed conditions, while adjacent reaches may respond differently. Reaches that share similar traits are referred to as “like-reaches” and an understanding of channel response or effective restoration techniques gained in one reach may apply to other “like-reaches”.

Reaches downstream of valley constrictions occupy more confined valleys where the river channel has a greater likelihood of flowing against glacial sediments exposed along the high valley walls. The potential for high rates of sediment production in these locations can affect channel morphology differently than less confined reaches (i.e., in wider portions of the valley) where the channel will predominantly encounter low banks of floodplain sediments. Reaches downstream of tributary confluences will generally have morphologies different than reaches immediately upstream of the confluence because of the higher discharge and input of sediment. The morphological impacts of tributary confluences, as well as valley constrictions and expansions, are generally most

noticeable at or near the reach break itself. Consequently, the locations of the reach breaks are often points of the greatest channel instability where active bar formation, bank erosion, and channel migration are possible. For example, mid-channel bars typically form just downstream of valley expansions where the stream power to carry the sediment is lost with flow expansion. Bars are also commonly observed downstream from tributaries because of the excess sediment added at the confluence. Delineating the reach breaks and characterizing the morphological conditions present in each reach are critical for identifying the natural and human factors leading to channel instability and degraded aquatic habitat.

As part of the Phase I assessment, Clesson Brook and its major tributaries were divided into reaches based on remote sensing data (Figure 3 and Table 1). Reach breaks were delineated at significant tributary confluences, changes in valley confinement (constrictions and expansions), changes in valley slope, changes in channel planform (ie. straight to meandering), dams and other grade controls, and some stream crossings (bridges and culverts).

The identified reaches are further subdivided into shorter “segments” during Phase II field mapping, reflecting the location and occurrence of various human impacts (e.g., channel straightening, dams) and channel responses to those impacts (e.g., braided channel, bar deposition, redeveloping meanders). Segmenting the stream into smaller sections based on human impacts and channel response serves as the basis for identifying and prioritizing restoration options at various points along the stream. The reaches and segments are of uneven length and the breaks between each occur where there are observable changes resulting from various natural and human conditions, respectively.

Phase II field mapping was conducted along the entire length of Clesson Brook from Pond Road down to the confluence with the Deerfield River and along the lower three reaches of Smith Brook, as was specified in Task 1 in the Scope of Work. During Phase II field mapping reaches were further subdivided into segments based on observed features such as changes in sinuosity, bedform, sediment character and transport, channel manipulation, presence of grade controls, constrictions, and other changes in stream morphology. Based on both remote sensing and field mapping data, Clesson Brook was divided into 23 reaches and 66 segments, while Smith Brook was divided into 8 reaches, with the lower three reaches further divided into 12 segments.

2.2 Review of existing studies and available data

2.2a Soils and Surficial Geology

Surficial geologic maps are available from MassGIS at the 1:24,000 scale. The maps show a prevalence of abundant outcrops, shallow bedrock, coarse glacial stratified deposits and thin till along large portions of the watershed (Figure 4). Windshield surveys and channel mapping confirm the abundance of bedrock, outcropping as grade controls across the stream channels and along banks and valley walls. Coarse glacial

deposits and till are visible in mass failures that were re-activated along the stream corridors following Tropical Storm Irene. These mass failures represent significant sources of coarse sediment adding to enlarged channel bars, and fine sediments contributing to suspended sediment loads and water quality impacts. These sediment sources and their impacts are discussed further in Section 2.5.

2.2b Climate, Stream Flow and Precipitation

The USGS maintains a system of stream gages throughout the United States measuring stream stage and discharge. Unfortunately, there is not a gage on Clesson Brook, so for the purposes of this study, the gage on the South River in Conway, MA (with data back to 1966) will be used as a surrogate (USGS Water Resources, 2022). By using a gage transfer equation based on watershed drainage area GZA GeoEnvironmental was able to calculate discharge for specified return interval flows (ie. 100-year flood). These data will be used in hydraulic modeling of Clesson Brook as part of this study. Mean annual precipitation from 1971 to 2000 was 50.8 inches for the Clesson Brook watershed (USGS StreamStats, 2022). Climate studies predict increased frequency and intensity of precipitation events for the region, including the Clesson Brook watershed. A discussion of expected impacts of climate change including projections of increased stream flows can be found in the hydraulic modeling memorandum which was prepared as part of this study (GZA, 2022). Online resources, such as the NOAA Atlas 14 Precipitation data were also consulted as part of the Phase I data collection (NOAA, 2022).

2.2 c LiDAR and Elevation Data

LiDAR (Light Detection and Ranging) data was gathered for the Deerfield River watershed in 2015 following Tropical Storm Irene (Figure 5). This digital elevation data can be used to measure and display topographic profiles such as the cross-valley profiles presented in Figure 6, or to calculate slope, create contour lines, display relief, and interpolate steepest paths or streamlines. LiDAR data was used to delineate reach breaks, identify confining surfaces and extant and historic flow paths, and will be further utilized as a primary data source in the delineation of the stream corridor, as work continues on the Clesson Brook Watershed Assessment.

2.3 Review of historic and archival resources

Historic maps, atlases, and other archival information provide context to a watershed assessment study and can be an important tool for analysis; understanding past changes can help to predict future conditions.

2.3a Historic maps and town history

Historic maps dating back to 1780 have been acquired by the Buckland Historical Society and were accessed at the Buckland Public Library. The collection includes a 1780

original land grant map for the town, a more detailed 1794 map, as well as maps from 1830, 1858, Beers Atlas from 1871, 1895, 1909, 1937, and topographic maps from 1894, 1945, 1961, and 1990. Historic maps display former locations of roads, bridges, schools, mills, and mill races. A hand-drawn map from 1794 gives the location of several mills, including a saw and grist mill in the lower watershed just upstream of the current Rt. 112 bridge (Figure 7). This map also identifies several historic bridges crossing Clesson Brook which are no longer extant. The map pre-dates the railroad constructed along the Deerfield River valley, and another point of interest: this map labels “Clesson’s River” as measuring 4 rods in width, or 66 feet wide. An 1858 town map includes “Buckland Centre” showing two saw mills and two impoundments, one on either side of Hog Hollow Road (Figure 8). Note that the stream channels are drawn as low amplitude meanders along generally straight channel reaches, a clue that artificial channel straightening had previously been conducted. A town map by D.L. Miller from 1895 shows the channel and road configuration in “Upper City” and “Buckland Four Corners” (Figure 9). This map clearly illustrates various mills and mill races, or canals feeding them. Mill infrastructure was densely clustered along the river in several locations where the stream gradient allowed for the hydraulic head necessary to drive production. From the *History of Buckland, 1779-1935* by Fannie Shaw Kendrick, 1937:

“It must be remembered that, when the hills were covered with virgin timber, the brooks and rivers were much larger than at the present time. This was especially true of Clesson’s River which runs through the center of the town. Almost its entire length small turning, sawing and grinding mills dotted the banks at short intervals. Through the west part of the town, near the Hawley boundary, business was so flourishing that the section was known as the Upper City.”

In Upper City fine wagons were made by Deacon Harris Wight, Elijah Phillips ran a blacksmith shop, built around 1818, Abel Parker owned and operated a fulling and grist mill (opposite house owned by Halbert Dodge), just downstream Asa Davis ran both a saw and turning mill (Kendrick, 1937).

“All these mills stood within a few rods of each other.” (Kendrick, 1937)

A fuller accounting of the mills along Clesson Brook is provided in the *The History of Buckland, Volume II, 1935-1979 Bicentennial Edition* (Cross, 1979):

“The first sawmill and gristmill were at the Millyard, near Frederic Bohmer’s residence.”

These mills are identified on the 1794 map in Figure 7, near the confluence of Clesson Brook and Clark Brook.

“In 1879 it was noted that there had been five other gristmills, eight other sawmills, seven turning shops for wooden ware and two for iron, two carding machines, two sash and blind factories, two woodenware shops,

two shops for grinding and polishing cutlery, three cider mills, four distilleries, two cloth-dressing and fulling works, two handle factories, a trip-hammer and forge, flax-dressing machinery, a bit-brace factory, a file shop, a factory for surgical instruments, a shingle mill and a tannery.”
(Cross, 1979)

Waterpower, and the mills that harnessed it clearly played an important role in the history of the watershed, one whose legacy continues to influence stream morphology today.

2.3b Historic aerial photographs

Historic aerial photographs dating back to 1940 were downloaded from USGS and examined for changes in land use / land cover, channel location and planform, development and encroachments such as roads and other infrastructure (Figure 10). The 1940 aerial photographs show anastomosing (multi-threaded) stream channel segments with large exposed channel bars. It is hypothesized that sediment transport and channel morphology were significantly impacted by large flood events in 1936 and 1938 resulting in excess sediment along Clesson Brook and its tributaries, such as the Upper Branch shown in Figure 10. The Clesson Brook watershed likely took decades to adjust to the impacts of these two large floods, and the 1940 aerial photographs capture some of those adjustments in progress.

2.3c Ground photographs of flooding and emergency work

Landowner outreach resulted in several meetings with residents of Buckland and Hawley, many of whom shared photographs taken during and after flood events along Clesson Brook. Many of these photographs captured the aftermath of Tropical Storm Irene (August 28, 2011). Figure 11 shows some of the extensive damages to Clesson Brook Road, which included the failure of bridges and culverts, undermining and erosion of the road bed, significant damage to the paved road surface, damage to power lines, and many damages to residences and private property. Rebuilding efforts following the flood included extensive windrowing, as gravel and cobbles were excavated from the channel and piled as berms along Clesson Brook and its tributaries (Figure 12). Much of this emergency work was carried out by the Army Corps of Engineers and contractors attempting to put the river back in its channel and protect roadways and infrastructure.

2.4 Watershed characterization

River channels adjust to changes in water discharge, sediment loading, and wood inputs brought about by natural conditions (e.g. floods, landslides) and human activities (desnagging of wood, dams) in the watershed. Basic morphometric measurements such as channel gradient, valley confinement, and watershed size provide a framework for interpreting the assessment information and determining whether the existing channel morphology is consistent with natural conditions or reflects adjustments that have resulted from human impacts. Ascertaining the difference between the existing channel

conditions and what might be expected under natural conditions with minimal human influence is important for implementing sustainable restoration projects that reduce flood hazards, effectively manage downstream sediment loading, and improve aquatic habitat.

The mainstem of Clesson Brook is 10.4 miles long with an overall channel slope of 2.4 percent. However, for discussion it is useful to divide Clesson Brook in two, into upper and lower reaches, with the division being made at the Smith Brook confluence (downstream end of Reach 12), where Clesson Brook begins following Rt. 112 to the north. Upstream of this point, the channel flows through a steeper, more confined valley, and downstream Clesson Brook flows through a wider low gradient valley until it reaches the Deerfield River. There is a marked change in channel slope (from 3.4% to 0.9%) that is accompanied by a change in planform and sediment transport. The upper reaches tend to be steeper and more confined while the lower reaches flow through a wider valley, with sediment deposition contributing to bank erosion and channel change (Figure 6). The major tributaries are generally steep and confined and are generally sediment sources for downstream reaches.

2.5 Mapping of channel features

2.5a Headcuts (knickpoints) and sediment deposition

On August 28, 2011, 3 to 10 inches of rain fell on already saturated ground following several significant rain events in the preceding week (Bent et al., 2016). Rivers throughout New England overtopped their banks causing inundation of low-lying areas and significant fluvial erosion. Locally, Tropical Storm Irene was approximately a 200-year recurrence interval flood. The impact of this flood event can still be seen along Clesson Brook and its tributaries. Significant quantities of sediment were mobilized from the hillsides and valley side slopes. This sediment was transported down the steeper headwater streams and tributaries and deposited in reaches of Clesson Brook and its larger tributaries. This sediment deposition was mapped as channel bars along the length of the assessed stream channel (Figure 13), and as changes in channel substrate (ie. sand and gravel aggrading and filling pools). Sediment tends to be deposited where sediment-carrying capacity decreases, such as upstream of channel and valley constrictions (ie. undersized bridges and culverts). Any areas where backwatering may occur at high flows, such as upstream of tributary confluences or sharp meander bends are also locations where sediment is deposited. Because of the significant discharge during Tropical Storm Irene and the quantity of sediment that was mobilized and transported the volume of sediment deposited in these areas was excessive.

In the eleven years since the flood Clesson Brook and its tributaries have been adjusting to lower discharges (relative to TS Irene) and a higher sediment load, one that includes a significant suspended load of clay and silt as well as bedload gravel, cobbles and boulders. One of the responses to these changes has been the initiation of headcuts, or knickpoints, in the stream channel. Headcuts represent a vertical instability in the stream bed, in this case one that was initiated in the aftermath of Tropical Storm Irene

(Figure 14). At a waterfall such as Niagara Falls, hydraulic forces are concentrated at the point where water flows over a steep step in the bedrock, and because of the force of this flowing water the rock erodes and the falls to slowly migrate upstream over the centuries. The concentration of hydraulic forces in a headcut is similar (although on a much different scale than Niagara Falls), however the headcut is formed in the boulder/cobble/gravel substrate of the stream bed. Eighty-seven headcuts were mapped along the length of Clesson Brook. In reaches with coarser substrates composed of larger boulders these headcuts still appear steep and hydraulically rough after eleven years whereas in reaches with coarse gravel and cobble beds it is often difficult to identify these features as the bed morphology transitions back to one more in equilibrium with the current flow conditions.

2.5b Bank erosion, mass wasting, and bank armoring

Twenty percent of the banks along the assessed reaches of Clesson Brook and lower Smith Brook were mapped as eroding. In addition, fifteen percent of the banks were armored. Together, 35 percent of the total length of the stream banks were classified as unstable. Bank erosion however was not spread evenly throughout the mapped study area; there are many stream segments with little or no mapped bank erosion. Clesson Brook segments CLE10D, CLE17C, CLE17B, CLE03A, CLE07B all had eroding banks for more than 40 percent of their length, while CLE05C had no mapped erosion, but 62 percent of its banks were armored with boulder riprap (Table 2). Note that the right bank of CLE05C is composed of the armored road grade of Route 112 along its entire length.

The headcuts and vertical instabilities described in 2.5a above often correspond to lateral instabilities in the form of eroding banks (and formerly eroding armored banks). The vertical incision, or channel-downcutting, following upstream knickpoint migration leaves a deeper channel with higher stream banks. This is part of a well-documented channel evolution model where channel incision is followed by bank erosion and channel widening as more water is contained within the channel before spreading out onto the floodplain. There is a tendency for banks to become destabilized and erode following knickpoint migration, and this tendency was observed along the length of Clesson Brook.

Long sections of Clesson Brook Road were rebuilt after Tropical Storm Irene, as in some areas the entire road grade had been eroded. The sections of the road that were reconstructed are armored extensively with boulder riprap, gabion baskets, stacked boulder, and concrete retaining walls (Figure 15). In some areas this armor constricts the stream channel, potentially increasing the risk of future fluvial erosion. In other areas the riprap has started to be undermined by migrating headcuts (Figure 16).

2.5c Wood and pools (aquatic habitat)

Large pieces of wood (greater than 0.5 ft diameter and 6.0 ft in length) (aka large woody debris or LWD) and deep pools were also mapped along the length of the assessed reaches of Clesson Brook and lower Smith Brook. In the northeast, approximately 175-

225 pieces per mile of large wood may be expected to have occurred naturally under forested conditions (McKinley et al., undated). Wood is introduced to the channel through mass failures of high banks (Figure 17), low bank erosion, and age and disease-related mortality.

Wood provides many geomorphic and habitat benefits for a New England stream. Wood in the channel is important for creating flow complexity, scouring pools, providing cover, and segregating particle sizes such that fines are removed from spawning gravels. Sediment is often stored adjacent to large wood, especially channel-spanning logs which can store significant volumes of sediment upstream (Figure 18). Wood that accumulates in log jams can have large impacts on the reach morphology, and on the instream and riparian habitat (Figure 19).

The wood in the channel of Clesson Brook is unevenly distributed. Wood entering the channel is not retained for long periods in the higher energy confined and straightened segments, so large accumulations of wood occur in relatively short segments of the channel (where flow energy rapidly declines) with long lengths of channel devoid of wood entirely (Figure 20). The uneven distribution of wood along South River implies such habitat elements are lacking for long lengths of river.

2.5d Migration features and stream corridor encroachments

Clesson Brook Road and Route 112 follow the stream for the majority of its length. In some places the road encroaches right up to the stream channel. This results in the high degree of bank armoring seen in the mapped channel segments (Table 2), but also results in impairments to the riparian buffer. No buffer was mapped both during Phase I desktop analysis and in the field and is defined as areas where the forested buffer is less than 25 feet wide. Long lengths along Clesson Brook Road and Route 112 fit this description. Healthy riparian buffers are essential for maintaining bank stability, channel shading and canopy, watershed connectivity for wildlife movement and migration, recruitment of wood and organic material, and limiting nutrient and sediment loading to the stream and its receiving waters.

Migration features such as channel avulsions, flood chutes, braiding and anastomosing (anabranching) planforms, oxbows, and historic channels were mapped as points in the field. Migration features are often the result natural geomorphic processes as the stream adjusts to changes in its controlling variables. Stream segments that have been artificially straightened, or have a high sediment load, often adjust in dynamic ways by migrating, shifting course, or cutting off meanders. This often leads to increased flow complexity and enhanced aquatic habitat. Other migration features such as historic channels or oxbows may be the result of historic channel management. When this manipulation leads to straightened channels, both the complexity and the quality of the aquatic habitat tends to be reduced.

2.6 Topographic survey

Topographic survey of four selected sites was completed. These sites include 1) Clessons River Farm (aka Willis Farm) – an agricultural reach with an eroding bank along a cornfield on one of the only operating dairy farms in the region; 2) Lower Clesson Brook at the downstream-most Route 112 Bridge – a series of active mass failures and an undersized crossing represent a significant fluvial erosion and flood hazard; 3) a straightened reach along the upper reaches of Clesson Brook – bank armoring constricts the steep gradient channel; and 4) a dynamic anastomosed reach along upper Clesson Brook – a recent avulsion likely driven by excess sediment and wood deposition during Tropical Storm Irene represents some of the more dynamic stream segments in the watershed. Results of the surveys and further discussion will be included in the final report.

3.0 ONGOING WORK AND STREAM CORRIDOR DELINEATION

Fieldwork has been completed for this project, but data processing and analysis continues. Channel classification, stream corridor delineation, and restoration and conservation prioritization will be discussed in the final geomorphic assessment report to be submitted by April 1, 2023.

4.0 REFERENCES

Bent, G.C., Olson, S.A., and Massey, A.J., 2016, Tropical storm Irene flood of August 2011 in northwestern Massachusetts: U.S. Geological Survey Scientific Investigations Report 2016–5027, 28 p., <http://dx.doi.org/10.3133/sir20165027>.

Cross, Beulah, 1979, The History of Buckland, Massachusetts Volume II, 1935-1979 Bicentennial Edition, 312 p.

Franklin Regional Council of Governments (FRCOG), 2017, A Watershed-Based Plan to Maintain the Health and Improve the Resiliency of the Deerfield River Watershed, 15-04/319. Prepared for Massachusetts Department of Environmental Protection, Bureau of Water Resources, and U.S. Environmental Protection Agency Region 1, 169 p.

GZA GeoEnvironmental, Draft Technical Memorandum: Hydrologic and Hydraulic Analysis Clesson Brook Watershed Based Assessment & Climate Resiliency Plan Project, April, 18, 2022.

Kendrick, Fannie Shaw, 1937, History of Buckland, 1779-1935, Printed by Tuttle Publishing Co, Rutland, VT; Published by Town of Buckland, Buckland, Mass, 799 p.

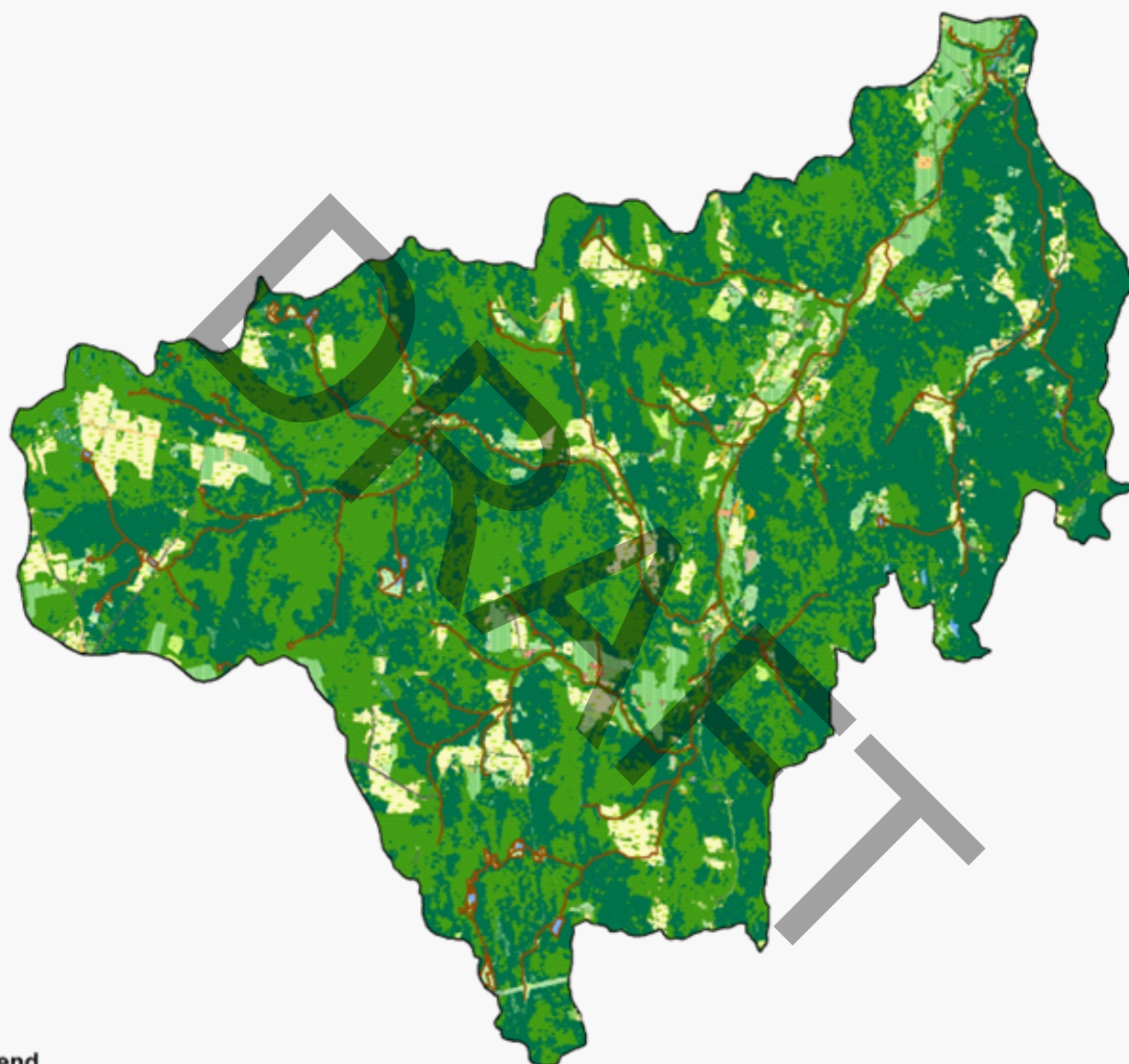
McKinley, D., Monthey, R., Welsh, D., and Alexopoulos, C., no date, Restoring brook trout habitat in headwater streams using large woody debris: U.S. Forest Service pamphlet, 3 p.

National Oceanic and Atmospheric Administration (NOAA), Hydrometeorological Design Studies Center, Precipitation Frequency Data Server (PFDS), <https://hdsc.nws.noaa.gov/hdsc/pfds/>. Accessed February 7, 2022.

USGS StreamStats, web application, <https://streamstats.usgs.gov/ss/>. Accessed February 7, 2022.

USGS Water Resources, National Water Information System: Web Interface, <https://nwis.waterdata.usgs.gov/nwis/uv?01169900>. Accessed February 16, 2022.

FIGURES



Legend

Residential - Single Family	Developed Open Space
Residential - Multi-Family	Deciduous Forest
Residential - Other	Evergreen Forest
Commercial	Grassland
Industrial	Scrub/Shrub
Mixed Use - Primarily Residential	Bare Land
Mixed Use - Primarily Commercial	Forested Wetland
Mixed Use - Other	Non-forested Wetland
Other Impervious	Saltwater Wetland
Right-of-way	Water
Cultivated	Unconsolidated Shore
Pasture/Hay	Aquatic Bed

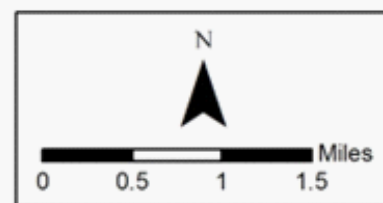


Figure 1. Land use in Clesson Brook watershed is primarily forested with agricultural land use concentrated along the stream corridors.

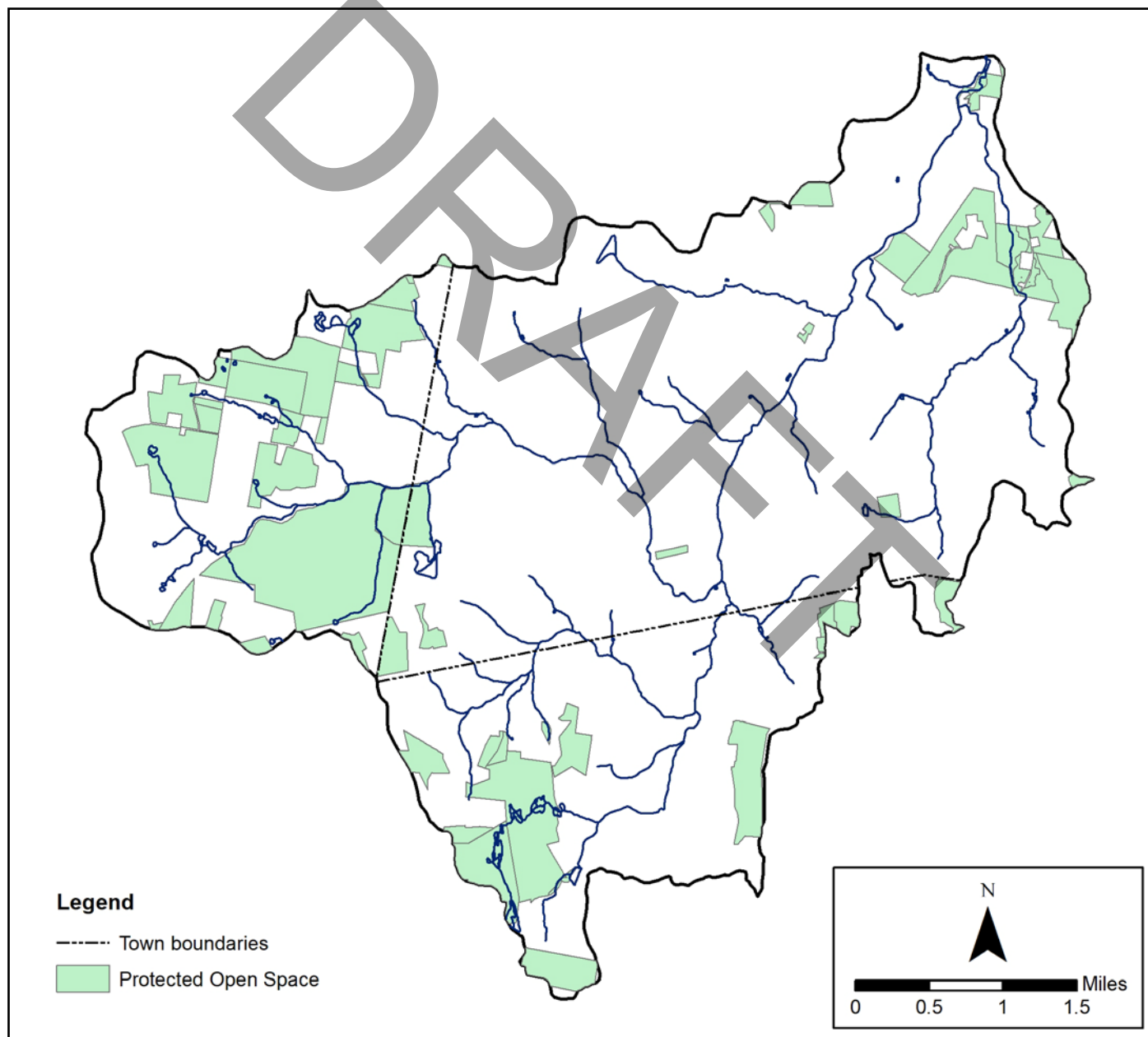


Figure 2. Protected Open Space in Clesson Brook watershed.

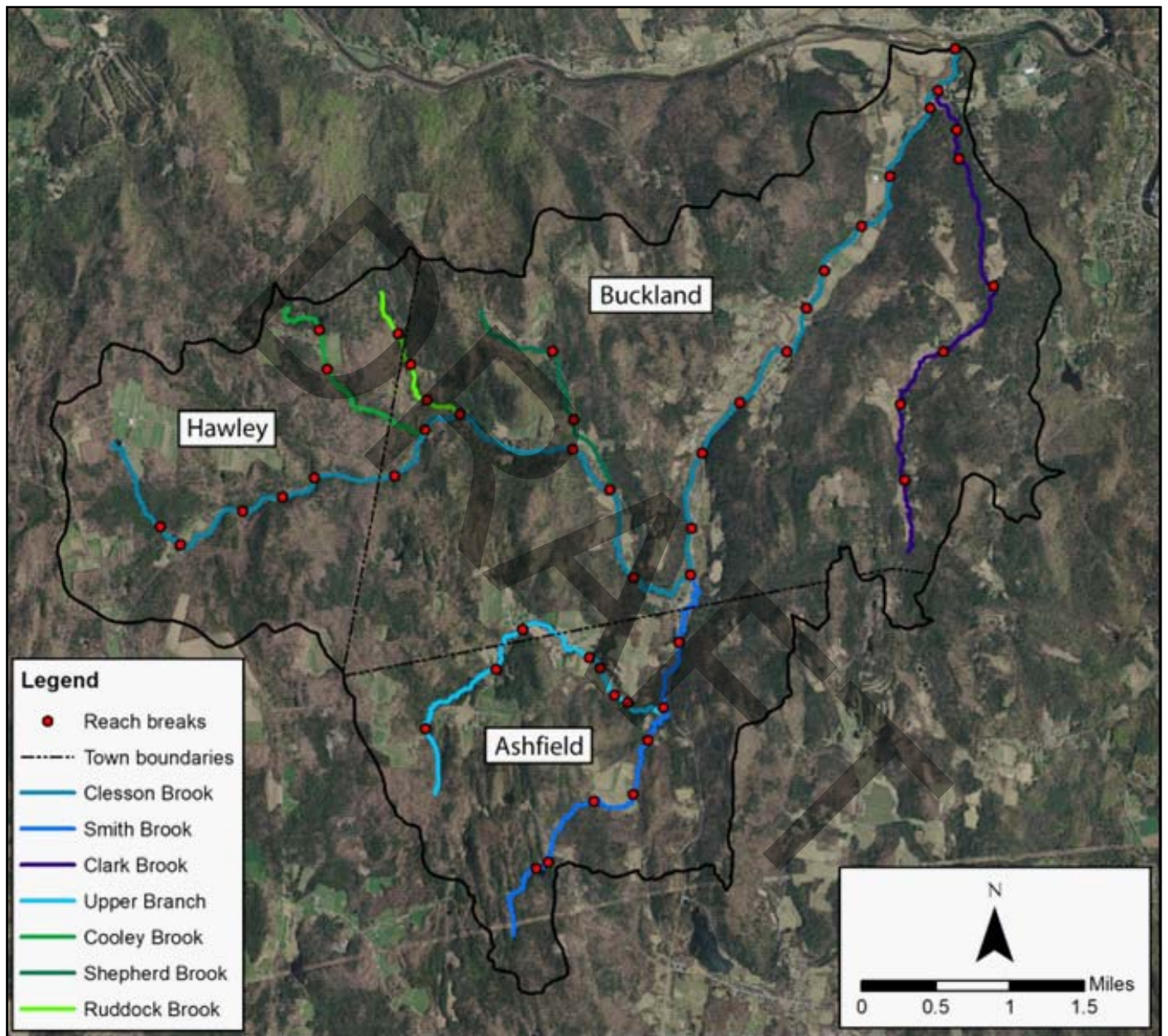


Figure 3. Phase I reach breaks on Clesson Brook and its major tributaries.

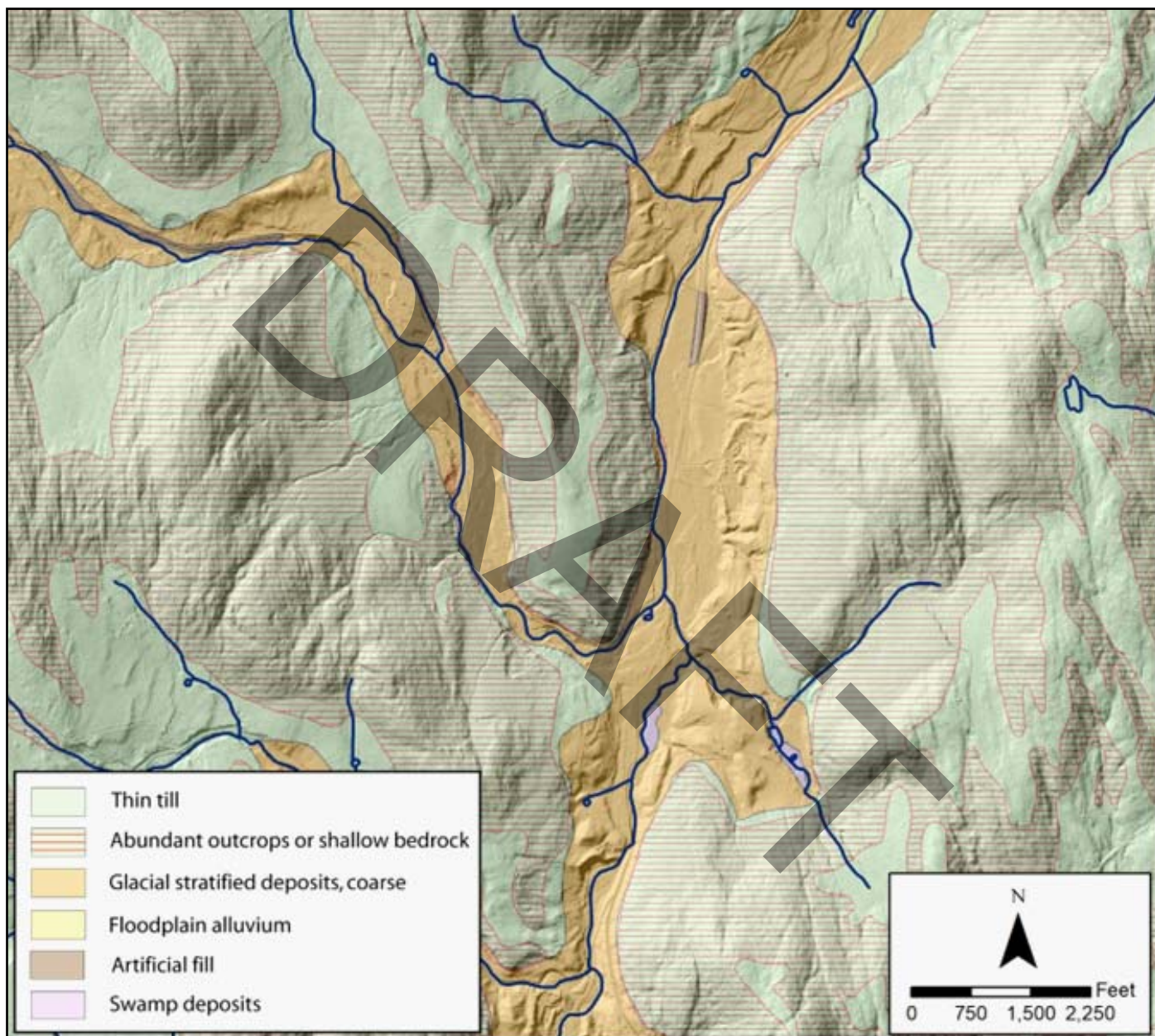


Figure 4. Surficial geologic map of a portion of the Clesson Brook watershed showing the prevalence of bedrock and coarse glacial sediments along the valley sides and stream corridors.

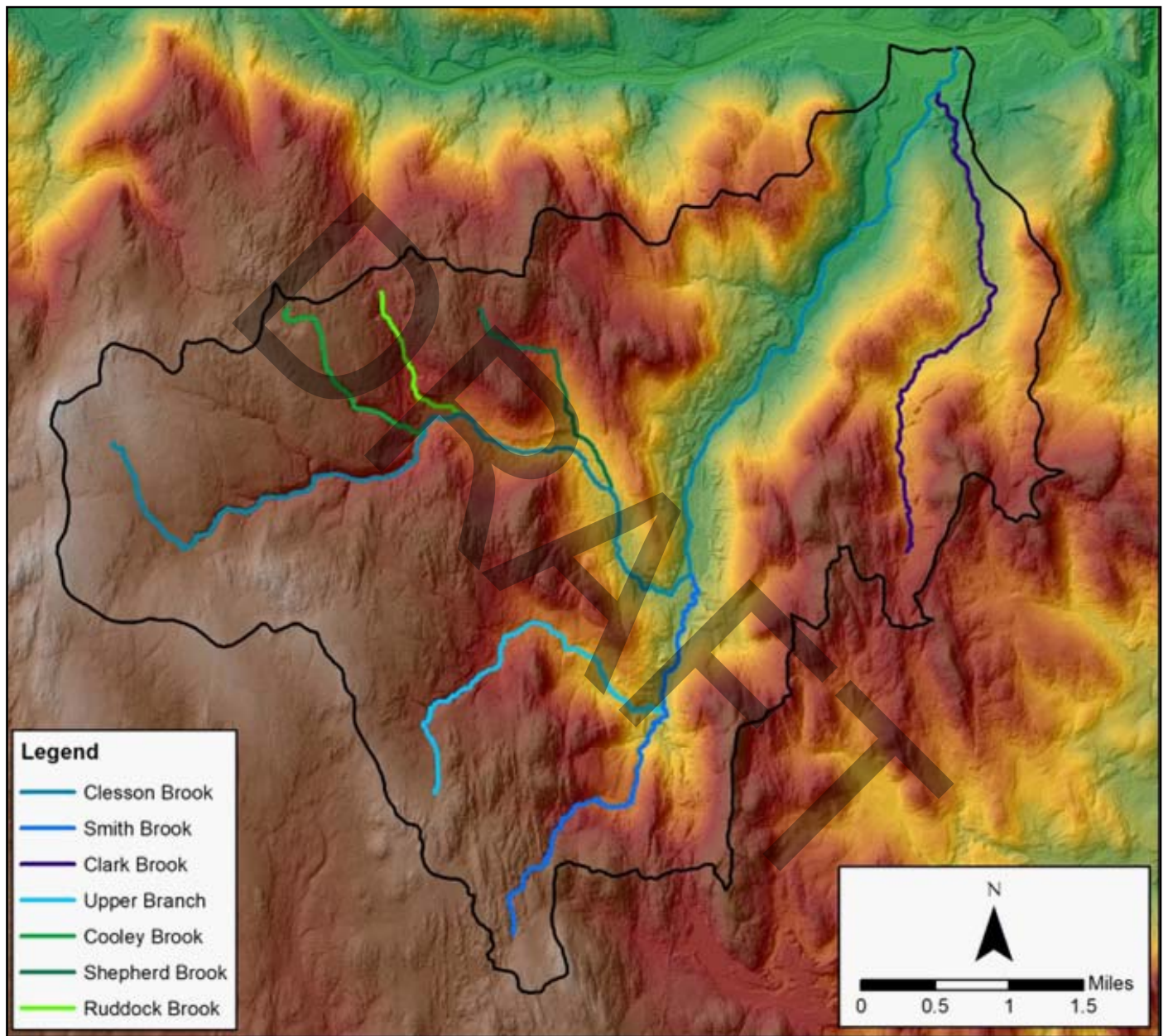


Figure 5. LiDAR elevation data and shaded relief map of Clesson Brook watershed.

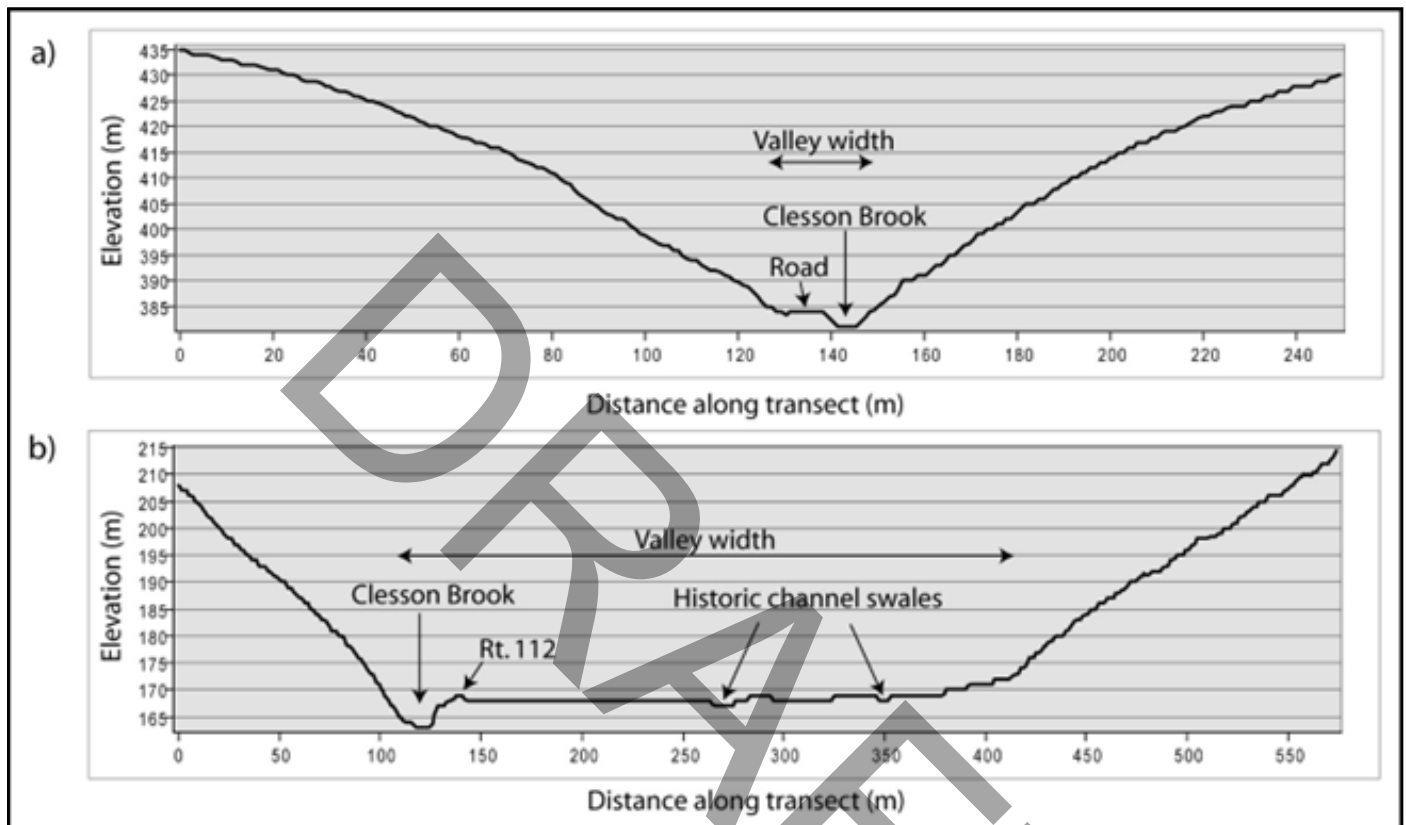


Figure 6. Comparison of cross valley profiles (from LiDAR) show a) confined stream channel typical of upper reaches of Clesson Brook and b) less confined valley bottom stream. Note in b) that channel is still confined by encroachment of Route 112; also note historic channels across wide floodplain.



Figure 7. A portion of a 1794 map of Buckland, Mass showing the confluence of Clesson Brook and the Deerfield River.



Figure 8. A portion of an 1858 map of "Buckland Centre" with two mill pond impoundments highlighted (white arrows).

UPPER CITY

HOG MT.

W

A

S.A. Riddlock

J.P. Tyrrell

J. Smith

W.E. Hart

Mrs. A. Rood

Mrs. C. Thayer

W.E. Riddlock

S. Homes

Jesse M. Ward

P. Ward

E.H. Ward School

Mrs. W. Porter

Mrs. J.E. Frost

E.K. Kenney Saw Mill

J. Ward

H.A. Smith Grist Mill

S.J. Ward

E. W. H. H.

F. H. H.

E.K. H. H.

Shepherd Bridge

A hand-drawn map of Buckland Four Corners, showing the intersection of Highway 198 and Highway 199. The map includes various landmarks such as E.K. Kenney Saw Mill, J. Ward, H.A. Smith Grist Mill, S.J. Ward, E. Whitney Est., F. Hartwell, E.K. Kenney, W. Smith, Cider Mill, Mrs. Goodnow, L. Sanderson, Mrs. O.A. Townley, G.A. Ham, N. Clark, and Mrs. E.J. Bradford. The map is titled "BUCKLAND FOUR CORNERS" in large, bold letters at the bottom right.

Figure 9. Portions of an 1895 map of Buckland, Mass showing mills and mill races in a) “Upper City” and b) “Buckland Four Corners”:

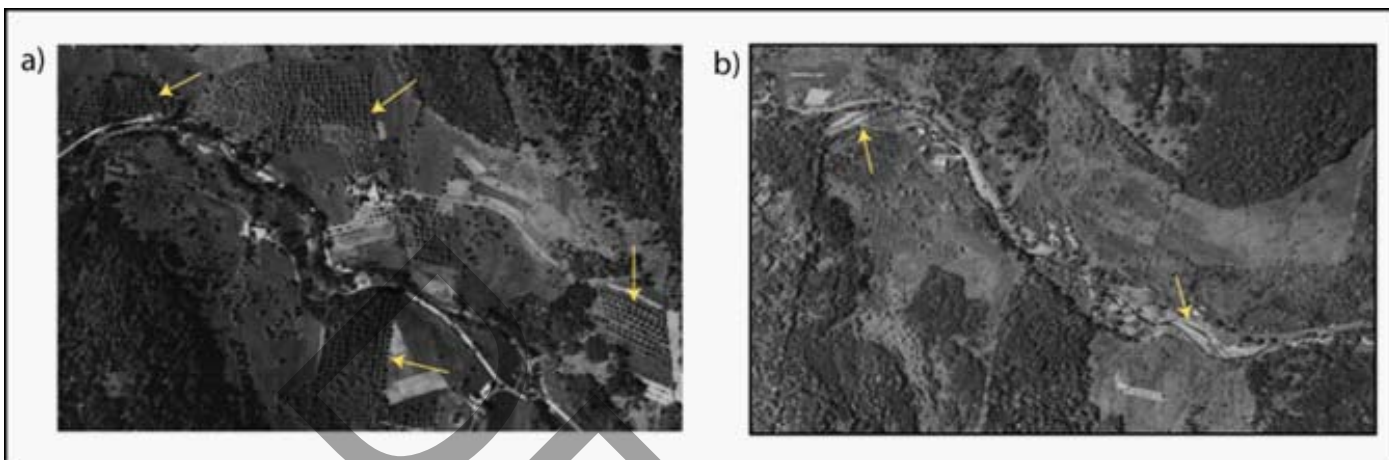


Figure 10. Historic aerial photographs from 1940 with arrows highlighting a) orchards planted along the Upper Branch valley and b) anastomosing (multi-threaded) stream channel segments with large exposed channel bars.

a)



b)



Figure 11. Photos of the aftermath of Tropical Storm Irene show a) extensive damage to paved surface of Clesson Brook Rd, and b) channel cutting through bridge crossing on Clesson Brook Rd (photos courtesy of Andrea Donlon).

a)



b)



Figure 12. Emergency work completed in the months following Tropical Storm Irene included extensive windrowing, as gravel and cobbles were excavated from the channel and piled as berms along Clesson Brook (photos courtesy of Andrea Donlon).



Figure 13. Channel bars, such as this coarse gravel/cobble point bar, were mapped during the assessment of Clesson Brook.

a)



b)



Figure 14. Headcuts, or knickpoints, migrating upstream during high flow events represent vertical instabilities in the streambed initiated in the aftermath of Tropical Storm Irene.

a)



b)



c)



d)



Figure 15 - Bank armoring along Clesson Brook includes a) boulder riprap, b) gabion baskets, c) stacked boulder walls, and d) concrete retaining walls.



Figure 16. Upstream view of headcut undermining boulder riprap along Clesson Brook Rd.



Figure 17. Wood is introduced to the channel through mass failures of high banks.



Figure 18. Channel-spanning log on Smith Brook storing significant volume of sediment upstream.

a)



b)



Figure 19. Log jams provide important geomorphic and habitat functions, by a) increasing flow complexity and encouraging meander formation in previously straightened channels, and b) by encouraging pool formation and providing cover habitat.

a)



b)



Figure 20. Wood is unevenly distributed along Clesson Brook. Many artificially straightened channel segments in a) upper, and b) lower Clesson Brook are devoid of large wood.

TABLES

DRAFT

Stream	Stream length (ft)	Stream length (mi)	Stream reaches	Upstream elevation (ft)	Downstream elevation (ft)	Channel slope (%)
Clesson Brook	55,095	10.4	23	1768	469	2.4%
Clesson Brook (upper reaches)	31,398	5.9	12	1768	686	3.4%
Clesson Brook (lower reaches)	23,697	4.5	11	686	469	0.9%
Clark Brook	20,732	3.9	7	1201	479	3.5%
Smith Brook	18,819	3.6	8	1650	686	5.1%
Upper Branch	15,935	3.0	8	1660	787	5.5%
Shepherd Brook	9,148	1.7	3	1388	843	6.0%
Cooley Brook	7,943	1.5	3	1650	1129	6.6%
Ruddock Brook	5,961	1.1	4	1355	1070	4.8%
Total	133,633	25.3	56	1768	469	2.4%

Table 1. Phase I reach data.

Table 2. Stream bank stability data

Stream segment	Stream length (ft)	Length of eroding banks (ft)			Percent eroding	Length of armored banks (ft)			Percent armored
		Left	Right	Combined		Left	Right	Combined	
CLE21D	700	0	0	0	0%	87	83	170	12%
CLE21C	568	57	27	84	7%	0	0	0	0%
CLE21B	344	0	0	0	0%	0	0	0	0%
CLE21A	1649	208	248	456	14%	0	0	0	0%
CLE20D	279	0	0	0	0%	0	0	0	0%
CLE20C	321	0	0	0	0%	0	0	0	0%
CLE20B	474	80	0	80	8%	0	123	123	13%
CLE20A	687	0	0	0	0%	0	85	85	6%
CLE19B	548	67	0	67	6%	391	144	535	49%
CLE19A	980	404	182	586	30%	149	0	149	8%
CLE18F	706	0	0	0	0%	706	0	706	50%
CLE18E	469	184	0	184	20%	0	0	0	0%
CLE18D	505	66	56	122	12%	392	173	565	56%
CLE18C	252	0	0	0	0%	252	0	252	50%
CLE18B	393	0	0	0	0%	0	0	0	0%
CLE18A	650	71	110	181	14%	197	0	197	15%
CLE17D	638	0	55	55	4%	485	0	485	38%
CLE17C	475	175	229	404	43%	0	0	0	0%
CLE17B	479	222	184	406	42%	189	142	331	35%
CLE17A	584	0	128	128	11%	0	0	0	0%
CLE16C	252	0	0	0	0%	111	0	111	22%
CLE16B	671	146	0	146	11%	143	27	170	13%
CLE16A	678	378	0	378	28%	131	0	131	10%
CLE15E	543	0	166	166	15%	219	261	480	44%
CLE15D	676	296	129	425	31%	185	0	185	14%
CLE15C	514	0	241	241	23%	438	208	646	63%
CLE15B	1463	404	271	675	23%	332	99	431	15%
CLE15A	1437	91	263	354	12%	496	0	496	17%
CLE14C	651	53	0	53	4%	0	0	0	0%
CLE14B	402	0	226	226	28%	0	0	0	0%
CLE14A	1085	127	164	291	13%	0	121	121	6%
CLE13D	632	0	0	0	0%	439	208	647	51%
CLE13C	582	0	84	84	7%	414	0	414	36%
CLE13B	1092	214	162	376	17%	0	0	0	0%
CLE13A	1258	436	169	605	24%	56	0	56	2%
CLE12D	1069	147	101	248	12%	428	358	786	37%
CLE12C	450	143	99	242	27%	0	0	0	0%
CLE12B	516	118	201	319	31%	0	0	0	0%
CLE12A	799	0	95	95	6%	0	0	0	0%
CLE11B	744	120	0	120	8%	0	0	0	0%
CLE11A	977	81	391	472	24%	0	0	0	0%
CLE10D	383	0	383	383	50%	0	0	0	0%
CLE10C	939	159	308	467	25%	0	0	0	0%
CLE10B	866	164	390	554	32%	0	0	0	0%
CLE10A	713	0	168	168	12%	0	273	273	19%

Table 2. Stream bank stability data

Stream segment	Stream length (ft)	Length of eroding banks (ft)			Percent eroding	Length of armored banks (ft)			Percent armored
		Left	Right	Combined		Left	Right	Combined	
CLE09C	478	147	0	147	15%	72	430	502	53%
CLE09B	756	207	134	341	23%	0	63	63	4%
CLE09A	1136	159	560	719	32%	0	0	0	0%
CLE08C	743	0	0	0	0%	0	647	647	44%
CLE08B	962	79	337	416	22%	0	83	83	4%
CLE08A	1030	487	0	487	24%	226	226	452	22%
CLE07C	649	0	438	438	34%	163	158	321	25%
CLE07B	514	323	97	420	41%	191	75	266	26%
CLE07A	810	0	274	274	17%	627	43	670	41%
CLE06B	622	213	145	358	29%	98	0	98	8%
CLE06A	975	56	564	620	32%	256	75	331	17%
CLE05C	744	0	0	0	0%	178	744	922	62%
CLE05B	915	158	444	602	33%	0	471	471	26%
CLE05A	571	0	377	377	33%	0	194	194	17%
CLE04B	965	114	409	523	27%	99	121	220	11%
CLE04A	1471	278	741	1019	35%	442	0	442	15%
CLE03C	820	496	0	496	30%	71	0	71	4%
CLE03B	648	193	142	335	26%	214	0	214	17%
CLE03A	1568	788	535	1323	42%	23	0	23	1%
CLE02	822	322	170	492	30%	54	65	119	7%
CLE01	1951	390	902	1292	33%	0	151	151	4%
SMI03C	473	66	80	146	15%	0	0	0	0%
SMI03B	439	0	113	113	13%	0	0	0	0%
SMI03A	932	93	79	172	9%	221	118	339	18%
SMI02D	845	158	51	209	12%	0	207	207	12%
SMI02C	826	0	207	207	13%	0	0	0	0%
SMI02B	224	43	0	43	10%	22	172	194	43%
SMI02A	703	90	171	261	19%	339	56	395	28%
SMI01E	410	0	0	0	0%	250	0	250	30%
SMI01D	1008	416	203	619	31%	0	0	0	0%
SMI01C	634	105	358	463	37%	0	0	0	0%
SMI01B	434	312	0	312	36%	0	0	0	0%
SMI01A	776	161	61	222	14%	227	432	659	42%