

COMMENTS ON COMMUNITY BENEFIT PLANS AND AGREEMENTS

Submitted by:

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(You will note *Some but not all cross over with our interpreter (that's a joke) Michael De Chiara who is our Shutesbury Planning board's comments. We are lucky to have him do some translating for us. But these comments are very much also our own.)

Enforcement Capabilities

The statement that "OEJE strongly encourages project applicants to treat the commitments made in CBPs or CBAs as binding moral and operational obligations" seems naïve in the context of a for-profit development, regulatory process. Without enforcement, accountability is dubious.

OEJE states that EFSB has no enforcement of a CBP or a CBA, so the only mechanism is legal action. The same is true with a local government regulatory process. In all cases, it is likely that compliance by an uncooperative applicant will require legal action on the part of the host municipality, Key Stakeholders, or the EFSB.

Sustainability and Long-term Impact

The term "sustained beyond the construction phase" is highly concerning and makes me wonder what timeframe and scope OEJE is assuming. While the construction phase can be intense and bring challenges/harms to a community, the scope of a CBP must be on the life of the project – 20 to 25 years of operation and there period post-operation since one must consider decommissioning and a changed landscape for residents several decades down the road. In that context, construction is a blink of an eye.

VII. Oversight and Accountability

OEJE's statement that "project applicants should commit to regular, transparent reporting and open communication with the community" will likely not occur without being required. This can be required through regulatory conditions in a permit. OEJE should suggest this to EFSB and DOER so these activities are explicitly allowed, if not required, in the Large and Small Clean Energy regulations and in turn can then be included in permit conditions. This would include the

five bullet points provided by OEJE.

- A monitoring and reporting schedule, aligned with project milestones.
- Designated point(s) of contact for community members and regulatory bodies. Public-facing progress reports published at least quarterly and made available in the languages spoken by the host community and accessible formats.
- Opportunities for the community to review progress either through advisory committees, community listening sessions, or other forums; and/or Approaches for transitioning community stewardship across generations,
- ensuring that local leadership isn't dependent on a few individuals. This might involve youth mentorship, compensated advisory roles, or rotating governance structures.

It is important to note that a permit is different from a CBA, especially in terms of the possible signatories. But the accountability needs to be the same.

VIII. Long-Term Sustainability

While I agree that community needs change over time, I have a hard time seeing that "mechanisms for the community to propose adjustments or raise concerns as the project evolves and/or advances" will or can be put in place unless required.

A QUESTION/ SUGGESTION

Given the stated importance of a CBA, can a municipal bylaw require one? I would suggest that since statute states that if municipalities comply with DOER guidance, then they are deemed compliant with the Dover Amendment (Ch40A Sec3 para9), then it would be good

for DOER regulations to explicitly state that municipalities can in local bylaws require a Community Benefit Agreement for clean energy projects.