



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

Alan Douglass
Regulatory Compliance Manager

February 28, 2022

Via Electronic Filing

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

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

Dear Secretary Bose:

As last reported by letter dated January 31, 2022, over the course of the past several months, the licensees for the above-referenced projects (collectively, FirstLight) have been engaged with federal and state resource agencies, local communities, environmental organizations, Native American tribes, and other stakeholders in renewed discussions on a broad range of issues pertaining to fish passage, stream flows, recreation, and cultural resources related to relicensing of the projects.

We are pleased to announce that FirstLight along with certain relicensing participants have reached Agreements-in-Principle (AIP) on the following: Whitewater Boating Releases, and Recreation Improvements. Please find attached the AIPs and signature pages.

On February 22, 2022, FirstLight and a separate group of federal and state resource agencies and other stakeholders reached a conceptual agreement on a Flows¹ and Fish Passage AIP. FirstLight circulated a Draft AIP to these stakeholders for review and comment on February 23, 2022. We anticipate filing the Flows and Fish Passage AIP with FERC within two weeks, or by March 14.

FirstLight and the stakeholders will now turn to negotiating a comprehensive, binding Settlement Agreement that aims to fully resolve all relicensing issues. FirstLight is targeting June 30, 2022, for filing the Settlement Agreement and again requests FERC to reserve issuing its Ready for Environmental Analysis Notice until after the Settlement Agreement is filed.

Thank you for your consideration.

Respectfully,

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

Alan Douglass
Regulatory Compliance Manager

Attachments: AIPs for Whitewater Boating Releases and Recreation

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

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

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

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

February 14, 2022

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

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

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

WHEREAS, FirstLight has been engaged specifically with the Parties to this Agreement in Principle (AIP), including American Whitewater, Appalachian Mountain Club, Crab Apple Whitewater, Inc., New England FLOW, and Zoar Outdoors, on flow releases for whitewater boating. The Parties have now achieved conceptual agreement on a proposal for whitewater flow releases designed to function as part of a framework for the development of a Final Settlement Agreement resolving all issues relating to the relicensing of the Projects.

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

PART I: OVERVIEW AND INTENT

- A. The Parties agree to negotiate a Final Settlement Agreement collaboratively and in good faith as soon as possible. The intent of the Parties is to execute a Final Settlement Agreement no later than June 30, 2022, that would resolve all issues related to the Project relicensings, including outstanding issues not covered by this AIP.
- B. Each Party to this AIP agrees that it will not use negotiation of the Final Settlement Agreement as an opportunity to renegotiate the measures on which the Parties have conceptually agreed as set forth in Part II of this AIP.
- C. As soon as possible following execution of a Final Settlement Agreement, FirstLight will submit the Final Settlement Agreement to FERC as an offer of settlement pursuant to 18 C.F.R. § 385.602, accompanied by an Explanatory Statement.
- D. The Final Settlement Agreement will include PM&E measures in the form of proposed license articles and/or proposed management plans that the Parties will jointly request FERC to include in the new Project licenses.
- E. The Final Agreement may also include measures that will not be included in the new Project licenses but they will be independently enforceable.
- F. The Parties anticipate that the Final Settlement Agreement will contain provisions to encourage federal and state agencies with independent regulatory authority to impose conditions on the FERC Project licenses (including the Section 401 Water Quality Certification to be issued by Massachusetts Department of Environmental Protection), to the extent they exercise such authority, to do so in a manner that is consistent with the Final Settlement Agreement. The Parties further expect that the Final Settlement Agreement will include language that commits the Parties not to challenge license conditions that are consistent with the Final Settlement Agreement, or advocate for license conditions that are inconsistent with the Final Settlement Agreement.
- G. All Parties enter into this AIP without any admission of law or fact. The Parties acknowledge that the Final Settlement Agreement must include other material terms that have not yet been agreed upon and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.
- H. The Parties recognize that the Final Settlement Agreement and any other related agreements negotiated pursuant to this AIP are subject to formal and final review and approval of the Parties' management, executives, boards of directors, and other leadership, as necessary and appropriate to comply with corporate, municipal and agency requirements.
- I. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- J. Unless and until a Final Settlement Agreement is executed by the Parties, any Party may take any action before FERC or any other agency as that Party unilaterally determines necessary to protect its interests.

- K. In the event that this AIP does not culminate in a Final Settlement Agreement, it shall be null and void. No Party shall use this AIP as evidence of any other Party's position on any issue addressed in this AIP.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- WHITEWATER

1 BOATING RELEASES

FirstLight will provide the releases described below or inflow, whichever is less. Inflow shall be the Naturally Routed Flow (NRF) measured 12 hours prior to real time.¹ The NRF is defined as the sum of the Vernon Hydroelectric Project total discharge from 12 hours previous, Ashuelot River United States Geological Survey Gage (USGS) gage flow from 12 hours previous, and Millers River USGS gage flow from 12 hours previous. Boating flow releases in the July 1 through October 31 period may be modified temporarily: (1) during and to the extent required by operating emergencies beyond the control of FirstLight; and (2) upon mutual agreement among FirstLight and the United States Fish and Wildlife Service, National Marine Fisheries Service, Massachusetts Division of Fisheries and Wildlife, and the Parties to this Agreement.

April 1 to June 30

FirstLight is proposing certain flow releases to the Turners Falls bypass for the benefit of fisheries that also have benefits for recreational boating. These flow releases are shown in Table 1.0-1. The Parties recognize that flow discussions are ongoing with the state and federal fish and wildlife agencies and that any final flow agreement is subject to resolution of issues of concern to those agencies.

¹ The Parties to this AIP acknowledge that the definition of NRF is being negotiated separately with the state and federal fish and wildlife agencies and therefore could be subject to change.

Table 1.0-1. April 1 to June 30 Aquatic Flow Releases

Date	Total Bypass Flow ²	Turners Falls Dam	Station No. 1 ^{3,4}
04/01-05-31 ¹	6,500 cfs or the NRF, whichever is less	4,290 cfs	2,210 cfs
06/01-06/15 ¹	4,500 cfs or the NRF, whichever is less	2,990 cfs	1,510 cfs
06/16-06/30 ¹	3,500 cfs of the NRF, whichever is less	2,280 cfs	1,220 cfs

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

²If the NRF is less than 6,500 cfs (04/01-05/31), 4,500 cfs (06/01-06/15) or 3,500 cfs (06/16-06/30) the flow split will still be set at approximately 67% of the NRF from the Turners Falls Dam and 33% of the NRF from Station No. 1. If 90% of the NRF is less than 1,800 cfs (7/1-8/31) or 1,500 cfs (9/1-11/15), FirstLight shall maintain the Turners Falls Dam discharge at 500 cfs. If the NRF is less than 1,500 cfs (11/16-3/31), FirstLight shall maintain the Turners Falls Discharge at 300 cfs for Years 1-3, but thereafter at 500 cfs.

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

⁴The Turners Falls Hydro (TFH) project (FERC No. 2622) and Milton Hilton, LLC project (unlicensed) are located on the power canal and discharge into the bypass reach upstream of Station No. 1. The hydraulic capacities of the TFH project and Milton Hilton, LLC project are 289 and 113 cfs, respectively. If the TFH project is operating, FirstLight will reduce its Station No. 1 discharge by 289 cfs. If the Milton Hilton, LLC project is operating, FirstLight will reduce its Station No. 1 discharge by 113 cfs.

July 1 to October 31

FirstLight shall provide the boating releases described below, which will be updated annually at the beginning of each calendar year and posted on a website.

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Special Release Events

Independence Day, Labor Day, and Columbus Day weekends: provide 3 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before, from the Turners Falls Dam. If July 4 falls on a weekday, the release will be held that day plus the first full weekend of July. Labor Day always falls on the first Monday in September. Columbus Day always falls on the second Monday in October.

August and October Releases

On the first full weekend in August and on the fourth full weekend in October: provide 2 days of 4-hour releases (10:00 am-2:00 pm) of 5,000 cfs, or NRF, whichever is less, as measured 12 hours before from the Turners Falls Dam.

Station No. 1 Releases

From Station No. 1 release 2,000 cfs or NRF, whichever is less, as measured 12 hours before + 500 cfs from Turners Falls Dam. from 10:00 am-2:00 pm on weekends from July through October, except when Special Release Events or August and October Releases are required.

Canal Drawdown

NRF spilled at Turners Falls Dam for 24 hours/day. The canal drawdown schedule will be determined at FirstLight's discretion working with ISO-NE. It will be a 4-day event and the canal drawdown will start on Sunday.


PART III SIGNATURES

The signing of this AIP is a good faith indication by the Parties that they support this AIP and commit to developing a Final Settlement Agreement and other necessary documents for the comprehensive settlement of all issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project.

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

By: JUSTIN TRUDEL

Title: COO

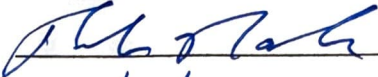
Signature: 

Date: 2/14/2022

Organization: American Whitewater

By: ROBERT NASON

Title: NORTHEAST STEWARDSHIP DIR

Signature: 

Date: 2/15/22

Organization: Appalachian Mountain Club

By: Susan Arnold

Title: Interim President and CEO

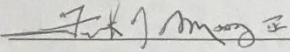
Signature: *Susan Arnold*

Date: February 16, 2022

Organization: Crab Apple Whitewater, Inc

By: FRANK J MOONEY II

Title: OPERATIONS MANAGER

Signature: 

Date: 2-16-22

Organization: New England Flow

By: Thomas J. Christopher
Title: Secretary/Director
Signature: Thomas J. Christopher
Date: 2/16/22

Organization: Zoar Outdoor~~s~~

By: JANET COWIE

Title: GENERAL MANAGER

Signature: Janet Cowie

Date: 2/14/22

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

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

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

February 2, 2022

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

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

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

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

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

PART I: OVERVIEW AND INTENT

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

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

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- RECREATION

1 RECREATION

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

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

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

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

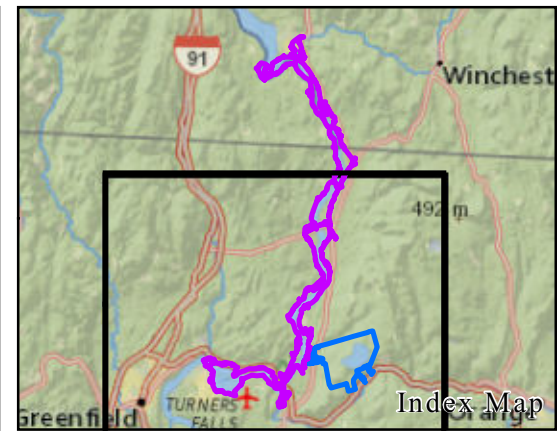
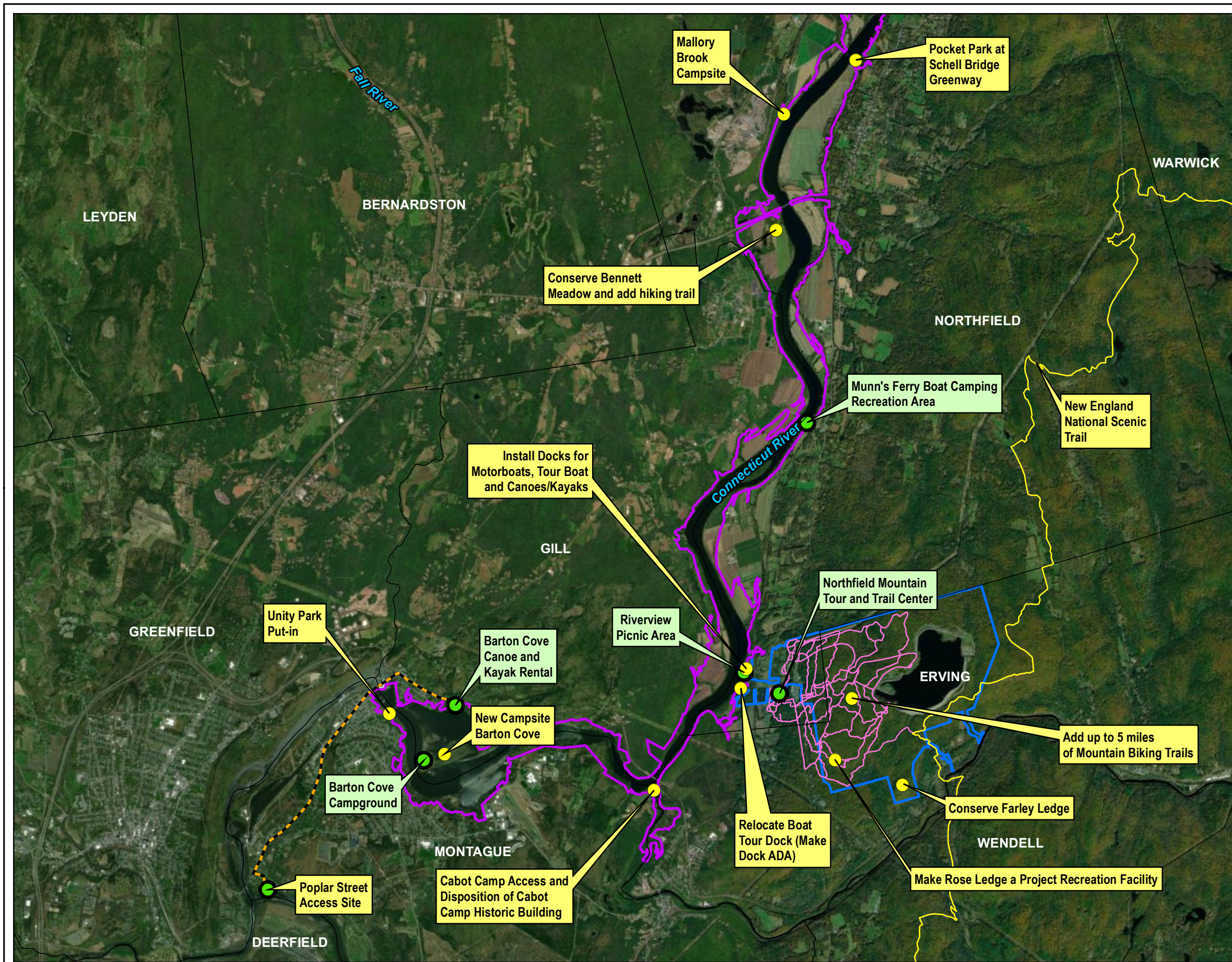
Table 1.0-1 Existing and Proposed Recreation Facilities or Features at the Northfield Mountain and Turners Falls Projects, Listed by Town

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

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

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

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



Northfield Mountain Pumped Storage Project No. 2485
Turners Falls Hydroelectric Project No. 1889

Figure 1.0-1: Turners Falls Impoundment
Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Northfield Mountain Trail System
- New England National Scenic Trail
- Northfield Mountain (NFM) Project Boundary
- Combined TF/NFM Project Boundary

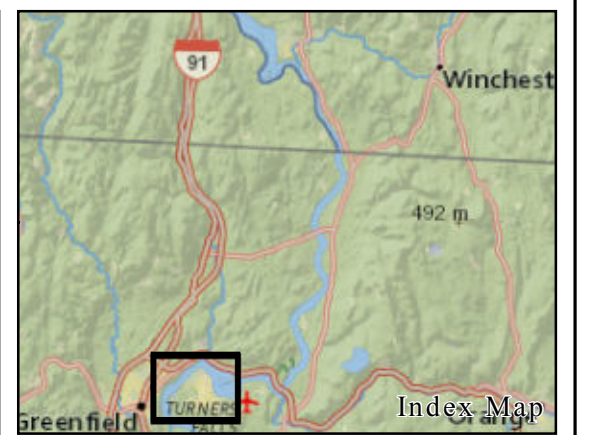
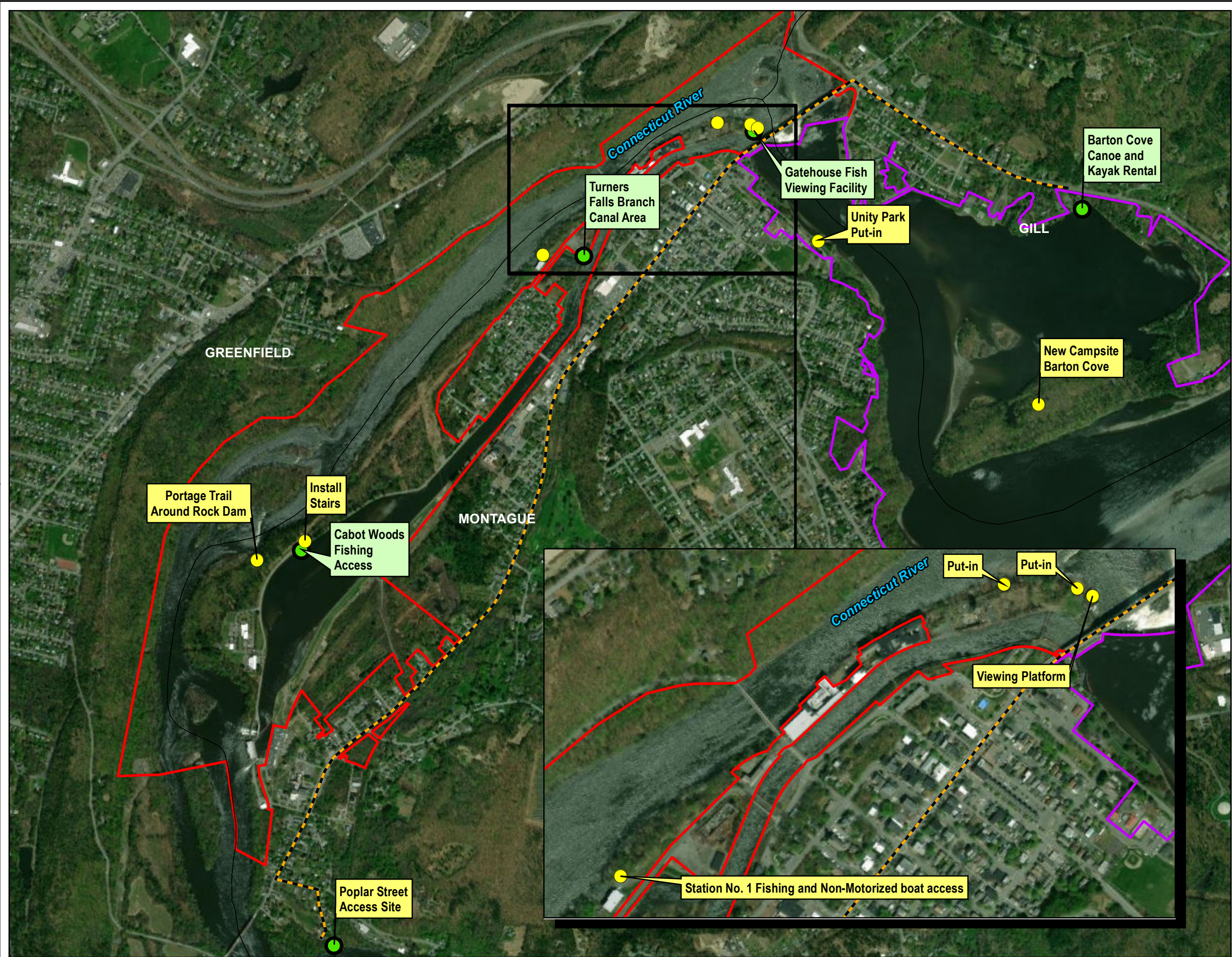


Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 1 miles





Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

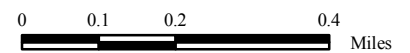
Figure 1.0-2: Turners Falls Area
 Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Turners Falls (TF) Project Boundary
- Combined TF/NFM Project Boundary



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 0 miles



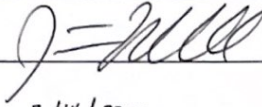
PART III SIGNATURES

The signing of this AIP is a good faith indication by the Parties that they support this AIP and commit to developing a Final Settlement Agreement and other necessary documents for the comprehensive settlement of all issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project.

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

By: JUSTIN TRUDEL

Title: COO

Signature: 

Date: 2/14/2022

Organization: Appalachian Mountain Club

By: Susan Arnold _____

Title: Interim President and CEO _____

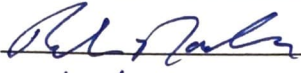
Signature: *Susan Arnold* _____

Date: February 2, 2022 _____

Organization: American Whitewater

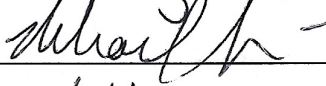
By: ROBERT NASDOR

Title: NORTHEAST STEWARDSHIP DIR

Signature: 

Date: 2/15/22


Organization: Access Fund

By: Michael J. Morin
Title: NE Regional Director
Signature: 
Date: 02/14/21

Organization: Connecticut River Conservancy

By: Andrew Fisk

Title: Executive Director

Signature:  Andrew Fisk
2022.02.14 14:58:47 -05'00'

Date: _____

Organization: Crab Apple Whitewater, Inc

By: FRANK J MOONEY II

Title: OPERATIONS MANAGER

Signature: Frank J Mooney II

Date: 2-14-22

Organization: Franklin Regional Council of Governments

By: Linda Dunlavy

Title: Executive Director


Signature: Linda Dunlavy

Date: 2/17/22

Organization: Massachusetts Department of Conservation and Recreation

By: Stephanie C. Cooper

Title: Acting Commissioner

Signature: 

Date: February 15, 2022

Organization: New England Flow

By: Thomas J. Christopher
Title: Secretary / Director
Signature: Thomas J. Christopher
Date: 2/16/22

Organization: New England Mountain Bike Association

By: Sam Veggeberg

Title: President - Pioneer Valley NEMBA

Signature: *Sam Veggeberg*

Date: 02/14/2022

Organization: Town of Erving, MA

By: Bryan Smith

Title: Town Administrator

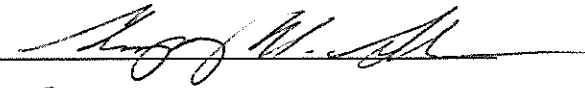
Signature: 

Date: February 09, 2022

Organization: Town of Gill ,MA

By: Gregory M. Snedeker

Title: Chair, Selectboard

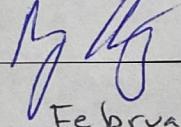
Signature: 

Date: February 14, 2022

Organization: Town of Montague, MA

By: Richard Kuklewicz

Title: Selectboard Chair


Signature: 

Date: February 14, 2022

Organization: Town of Northfield, MA

By: HEATH F. CUMMINGS

Title: SELECTBOARD CHAIR

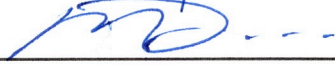
Signature: 

Date: 2/22/22

Organization: Western Massachusetts Climbing Coalition

By: Pamela Matsuda-Dunn

Title: Secretary, Board of Directors

Signature: 

Date: 02.14.2022

6

Organization: Zoar Outdoor~~s~~

By: JANET Cowie

Title: General Manager

Signature: Janet Cowie

Date: 2/15/22