



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

March 24, 2023

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 No. 5 (03/24/23) and Memorandum of Understanding in Principle relative to
Cultural Resources

Dear Secretary Bose:

On January 12, 2023, the Federal Energy Regulatory Commission (FERC) directed FirstLight to file bi-weekly updates on the status of settlement discussions on relicensing of the Turners Falls and Northfield Mountain Projects through March 31, 2023. FERC also requested that any settlement agreement(s) be filed by March 31, 2023, and indicated it would delay the Ready for Environmental Assessment (REA) notices until May 31, 2023. Please find below FirstLight's fifth and final status update for the period March 11-24, 2023.

Flows and Fish Passage Settlement Agreement

The Flows and Fish Passage Settlement Agreement was further updated from the status update provided on March 10 to include additional draft license articles pertaining to the time period for fishway operation and a requirement to develop a Fishway Operation and Management Plan. The revised Final Flows and Fish Passage Settlement Agreement is now out for signature with the goal of filing with FERC by March 31, 2023.

Recreation Settlement Agreement

There are no new status updates to report on recreation. FirstLight intends to reengage recreation stakeholders after March 31.

Turners Falls Impoundment Shoreline Erosion

There are no new status updates to report on shoreline erosion.

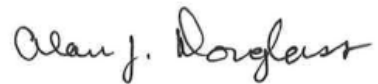
Cultural Resources

Please find attached a Memorandum of Understanding in Principle (MOUIP) relative to cultural resources signed by FirstLight, the Elnu Abenaki Tribe, the Chaubunagungamaug Band of Nipmuck Indians and The Nolumbeka Project. Pursuant to the MOUIP the signatories intend to move forward with a settlement agreement as soon as possible.

Whitewater Recreation

Measures pertaining to whitewater recreation are incorporated into the Final Flows and Fish Passage Settlement Agreement.

If you have any questions regarding this status update, please feel free to contact me at the telephone number above.

A handwritten signature in cursive script that reads "Alan J. Douglass".

Respectfully,
Alan Douglass
Regulatory Compliance Manager

Attached: MOUIP Relative to Cultural Resources

JG 3/1/23
DB 3/1/23
LS-HB 3/1/23

RH 3/1/23

NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT FERC NO. 2485

MEMORANDUM OF UNDERSTANDING IN PRINCIPLE (MOUIP) TO DEVELOP A RELICENSING SETTLEMENT AGREEMENT

February 15, 2023

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 (collectively, Projects) 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. FirstLight filed a separate Amended Final License Application (AFLA) for each Project on December 4, 2020, including FirstLight's proposed Protection, Mitigation and Enhancement (PM&E) measures to be included in the new project licenses. FirstLight also conducted archaeological studies and a Traditional Cultural Properties (TCP) study.

WHEREAS, Native American Tribes, the Nolumbeka Project, and other stakeholders maintain that the current 50-year licenses issued for the Projects, have had a significant adverse effect on indigenous, colonial, post-contact, modern era cultural and historic land and real estate properties in the area of potential effect (APE), and beyond. This includes the submersion and permanent flooding of ancient village sites, fishing resource areas, and historic Battlefield Sites currently under the impoundment waters of the Turners Falls Project dam, and in the area below the Falls commonly referred to as the "Bypass Reach" where the Nolumbeka Project stewarded ancient village site land abuts the Connecticut River, and the associated islands in that cultural stretch of river. The tribes, the Nolumbeka Project, and other stakeholders also believe the TCP study previously conducted by FirstLight to be obsolete and incomplete.

WHEREAS, since filing for the AFLAs, FirstLight has been engaged with federal and state resource agencies, local communities, environmental organizations, Native American tribes/Tribes, and other stakeholders including the Nolumbeka Project, the Elnu Abenaki Tribe, and the Chaubunagungamaug Band of Nipmuck Indians, to consider resource agency and stakeholder proposals for additional PM&E measures on issues pertaining to fish passage, stream flows, (including stream flows and fish passage in the area known as the "Bypass Reach"), cultural resource protection, recreation and other issues. The goal of these discussions is to develop settlement agreements that addresses a range of issues for the relicensing of the Projects and associated regulatory approvals.

WHEREAS, the Signatories to this Memorandum of Understanding in Principle (MOUIP), include FirstLight, the Nolumbeka Project, the Elnu Abenaki Tribe, and the Chaubunagungamaug Band of Nipmuck Indians, which together have been engaged to address a number of issues regarding cultural resource preservation and/or mitigation directives.

JG 3/1/23
DB 3/1/23
LSK 3/1/23
RH 3/1/23

THEREFORE, the Signatories agree to work toward creating the language for a Final Settlement Agreement relating to the licensing of the Projects.

PART I: OVERVIEW AND INTENT

- A. The Signatories agree to negotiate a Settlement Agreement collaboratively and in good faith as soon as possible, including outstanding cultural and environmental issues not covered by this MOUIP.
- B. As soon as possible following the execution of a Final Settlement Agreement, FirstLight shall submit the Final Settlement Agreement to FERC as an offer of settlement pursuant to 18 C.F.R. ss 385.602, accompanied by an Explanatory Statement.
- C. The Final Settlement Agreement shall include PM&E measures in the form of proposed license articles and/or proposed management plans that the Signatories will jointly request FERC to include in the new project licenses.
- D. The Final Agreement may also include measures that will not be included in the new project licenses but shall be independently enforceable.
- E. The Signatories anticipate that the Final Settlement Agreement will contain provisions to encourage federal and state agencies with independent regulatory authority to impose conditions on the new project licenses, to the extent they exercise such authority to do so.
- F. Notwithstanding anything in this MOUIP or Final Settlement Agreement, the Signatories 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 MOUIP, and that nothing herein shall be deemed to waive any Signatory's obligations to apply for and comply with all such permits, approvals and conditions, and no Signatory hereby guarantees that any such permits, licenses or approvals will be granted. The Signatories further acknowledge and agree that any use of and/or work done with respect to the properties and PM&E measures described in this MOUIP or in the Final Settlement Agreement will not be construed as a waiver of any Signatory's right to enforce the laws within its jurisdiction, set enforcement rights being expressly retained.
- G. The Signatories acknowledge that the Final Settlement Agreement may 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 Signatories recognize that the Final Settlement Agreement and any other related agreements negotiated pursuant to this MOUIP are subject to formal and final review and approval of the Signatories' management, executives, board of directors, and other leadership, as necessary and appropriate to comply with corporate, municipal, Tribal and agency requirements.
- I. All Signatories recognize and acknowledge that this MOUIP is not legally binding and does not give rise to any enforceable rights in contract unless clearly agreed upon by all Signatories.
- J. Unless and until a Final Settlement Agreement is executed by the Signatories, any Signatory may take any action before FERC or any other agency that the Signatory unilaterally determines necessary to protect its interests.
- K. The Signatories intend that additional Tribal Signatories may be added to this MOUIP and/or to the Final Settlement Agreement with the consent of the original Signatories.

JG 3/1/23
DB 3/1/23
LS-H 3/1/23
RH 3/1/23

PART II:

1. TRADITIONAL CULTURAL PROPERTIES AND HISTORIC PROPERTIES MANAGEMENT PLAN

Traditional Cultural Properties

FirstLight shall actively consult with the Nolumbeka Project, the Elnu Abenaki, and the Chaubunagungamaug Band of Nipmuck Indians to fully fund and supplement the Traditional Cultural Properties (TCP) study previously conducted by FirstLight as part of the FERC-approved study plan, including the following steps:

- A mutually agreed-upon qualified ethnographic expert will be selected by the Signatories to review the existing TCP study, conduct further investigations including interviews with Tribal/tribal elders and a representative designated by the Tribal Signatories (the Tribal/tribal Representative), and produce a draft and final supplemental TCP study. The scope of the supplemental investigation shall be conducted consistent with the National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties (1990).
- FirstLight shall pay, up to a reasonable amount commensurate with the scope of work, for the Tribal/tribal representative to participate in the supplemental TCP study, the same hourly rate paid to the qualified ethnographic expert.
- The Signatories shall agree on a timetable for completing the supplemental TCP study including milestones.
- Each of the Signatories shall have an opportunity to review and comment on the draft supplemental TCP study report. The report will not be considered final or complete until it has the approval of all of the Signatories.

Modifications to Historic Properties Management Plans

FirstLight shall amend the Historic Properties Management Plans (HPMP) submitted to FERC as part of its AFLAs for the Projects as follows:

- The Tribal Signatories shall designate a Tribal Signatory Liaison to be the primary point of contact between the Tribal Signatories and FirstLight.
- The Tribal Signatories or their designated successor shall name the entities to be consulted when FirstLight is planning ground-disturbing activities or other project activities that have the potential to adversely effect cultural resources. FirstLight agrees to notify the Tribal Signatory Liaison when FirstLight undertakes activities that disturb the overburden within the Project boundaries for the purposes of providing an opportunity for site inspection prior to and during any activities. For planned activities, FirstLight shall notify the Tribal Signatory Liaison at least two weeks prior to the work. If the Tribal Signatory Liaison does not respond within that timeframe, FirstLight will proceed with the work according to protocols to be agreed upon. If ground disturbing or other Project activities having the potential to adversely effect cultural resources must be carried out on an emergency basis, FirstLight shall consult with the Tribal Signatories in a timely fashion and as soon as reasonably practicable. The Tribal Signatories shall have the option to designate an expert who will be compensated by FirstLight at the same hourly rate as FirstLight's expert consultant, up to a reasonable amount commensurate with the scope of work.
- The Final Settlement Agreement shall include FirstLight's agreement to update Section 5.6 of the HPMP

JG 3/1/23
DB 3/1/23
LST 3/1/23
RH 3/1/23

to reflect FirstLight's commitment to engage the Tribal Signatories in the supplemental TCP study.

- FirstLight shall submit revised HPMPs to FERC as a required part of the AFLA following the Tribal/tribal Signatories' review and approval of the proposed revisions.
- If the Signatories agree that the final supplemental TCP Study report results in the identification of TCPs not previously identified, FirstLight shall file revised HPMPs with FERC for FERC's review and approval that shall reflect the newly identified historic properties.
- Any other requested changes to the HPMPs shall be mutually agreed upon by the Signatories.
- Relative to the identification of artifacts and or cultural features that may be encountered within the project Area of Potential Effect during the normal course of operations or reported to the Signatories by third parties, FirstLight will consult with the SHPO, Tribal Signatory Liaison, and THPOs regarding the need for either a Phase 1B or Phase II investigation to determine eligibility for the National Register of Historic Places (NRHP).
- If there are artifacts and/or archaeological resources found that are eligible for the NRHP then FirstLight shall consult with the SHPO, Tribal Signatory Liaison, and THPOs to evaluate alternatives to minimize or mitigate the adverse effects.
- The Project HPMPs will be edited to include the above commitments.

2. HISTORICAL/CULTURAL/CEREMONIAL SITE ACCESS

FirstLight shall provide access and accommodations for ceremonial practices to its lands from the mouth of the Deerfield River north to and including the Millers River. For safety reasons, the lands will remain open for free access to the river unless flows are greater than 38,000 cfs as measured at the United States Geological Survey gauge on the Connecticut River at Montague City, MA. These lands may be accessed by Tribes/tribes, and used for historical, cultural and ceremonial interpretation.

FirstLight and the Tribal Signatories shall consult as to any special protections, that may include the public during ceremonial activities for certain highly sensitive locations.

3. FLOODED CULTURAL RESOURCES REMEDIATION PLAN

Part of the Village/Native Camp that was attacked on May 19, 1676 is now under the impoundment waters known as Barton Cove. This historic battlefield site is a part of the National Park Service Battlefield Study and no longer accessible. To remediate the flooding and impoundment of this important cultural and historic site, FirstLight shall work with the town of Gill in pursuing the funding needed to purchase a substitute ceremonial site located nearby above the Falls in Gill, Massachusetts, home to documented native burials associated with the May 19 attack, commonly referred to as the Mariamante / Conway Site, as part of the future National Battlefield Monument Historic Park.

4. SIGNAGE AND EDUCATIONAL PROGRAMMING

FirstLight shall work with the Tribal Signatories to develop interpretive signage on FirstLight property at the following locations.

- At the new trail at Bennett Meadow,
- At the new pocket park at the Pauchaug-Schell Bridge Greenway,

JG 3/1/23
DB 3/1/23
LSK 3/1/23
RH 3/1/23

- At Rock Dam
- At Peskeompskut/Great Falls, and
- At Riverview Park
- Or other TCP identified significant cultural sites.

FirstLight shall consult with the Tribal Signatories on narrative content and visuals. Once agreed upon language and visuals are established, FirstLight shall pay for and install the signage.

FirstLight shall consult with the Tribal Signatories as part of the education management plan on potential programmatic opportunities

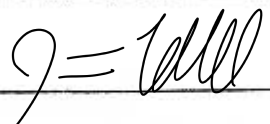
Part III SIGNATURES

The signing of this MOUIP is a good-faith indication by the Signatories that they support this MOUIP. Signatories shall commit to developing a Final Settlement Agreement and other necessary documents for the settlement of cultural and historic preservation issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project. This MOUIP shall not exclude the Nolumbeka Project and Tribal/tribal signatories from working in partnership with other stakeholders to resolve cultural and historic preservation issues where they overlap with Nolumbeka Project and Tribal/tribal cultural preservation interests.

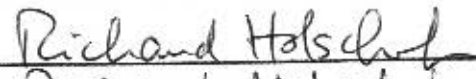
Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

By: Justin Trudell

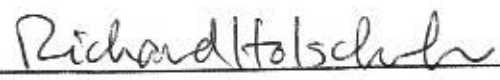
Title: COO

Signature:  3/23/2023

Date: **Organization:** The Einu Abenaki Tribe/tribe

By: 
Richard Holschuh

Title: THPO

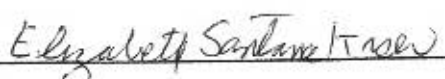
Signature: 

Date: 3-1-23

Organization: The Chaubunagungamaug Band of Nipmuck Indians

By: LIZCOLDWIND SANTANA-KISER

Title: Tribal Historic Preservation Officer

Signature:  by D. Bule, proxy

DB 3/1/23
LS-K 3/1/23
RH 3/1/23
JG 3/1/23

Date: 3/1/23

Organization: The Nolumbeka Project

By: DAVID BRULE

Title: President, Nolumbeka Project, Inc

Signature: David P. Brule

Date: 3/1/23

Organization: The Nolumbeka Project

By: Joe Graveline

Title: Senior Advisor

Signature: Joe Graveline

Date: 3/1/23