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Justin Trudell
Chief Operating Officer

June 12, 2023

Via Electronic Filing

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

Re: Turners Falls Hydroelectric Project (FERC No. 1889), FirstLight MA Hydro LLC, Northfield Mountain Pumped Storage Project (FERC No. 2485), Northfield Mountain LLC, Recreation Settlement Agreement and Explanatory Statement

Dear Secretary Bose:

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”),¹ FirstLight MA Hydro LLC, owner and operator of the Turners Falls Hydroelectric Project (“Turners Falls Project”) and Northfield Mountain LLC, owner and operator of the Northfield Mountain Pumped Storage Project (“Northfield Mountain Project”) (collectively, “FirstLight”), are pleased to submit the attached Recreation Settlement Agreement for the relicensing of the Turners Falls Project and Northfield Mountain Project (together, “Projects”). Also enclosed is FirstLight’s Explanatory Statement as required by Rule 602.

The Recreation Settlement Agreement (“RSA”) was executed among FirstLight and the National Park Service, Massachusetts Department of Conservation and Recreation, Franklin Regional Council of Governments, Towns of Erving, Gill, Montague and Northfield, Massachusetts, American Whitewater, Appalachian Mountain Club, Crab Apple Whitewater, Inc., New England FLOW, Zoar Outdoor, Access Fund, and Western Massachusetts Climbers Coalition (“Recreation Settling Parties”). FirstLight wishes to express its great appreciation to each of these entities for their efforts in achieving this important milestone and the collaborative spirit in which they engaged to achieve this agreement.

The Recreation Settlement Agreement is a package that resolves all issues among the Recreation Settling Parties pertaining to recreation, except recreational flow releases, which are included in the Flows and Fish Passage Settlement Agreement filed with the Commission on March 31, 2023. While recognizing that regulatory processes related to the relicensing of the Projects are not yet completed, the Recreation Settlement Agreement reflects agreement as to FirstLight’s obligations with regard to recreation at the Projects. It further reflects agreement among the Recreation Settling Parties concerning recommendations, terms, conditions, and prescriptions to be submitted to the Commission pursuant to Sections 10(a) of the Federal Power Act.

¹ 18 C.F.R. § 385.602 (2022).

The Recreation Settlement Agreement includes a single proposed license article for each Project as set forth in Appendices A and B requiring FirstLight to implement the Recreation Management Plan (May 2023) (“RMP”), which is attached as Appendix E. The RMP supersedes the proposed recreation management plans FirstLight included with its December 2020 Amended Final License Applications as well as the Agreement in Principle on recreation FirstLight filed with the Commission on February 28, 2022. In addition to maintaining the extensive existing recreation facilities at the Projects, under the RMP FirstLight would construct numerous new recreation facilities and upgrades. These include, for example: establishing several new public recreation access points to the Connecticut River including campsites, parks and picnic areas, boater put-ins, portages, and trails; constructing improvements at the Boat Tour Dock; establishing conservation restrictions on FirstLight-owned lands within the Project boundaries totaling 761.4 acres; constructing several miles of new mountain biking trails; establishing Rose Ledges, a climbing area, as a Project recreation facility; making improvements to meet Americans with Disabilities Act requirements; and installing historical and cultural interpretive signage at several locations throughout the Projects. The total cost of these improvements will be almost \$6 million, representing a substantial investment by FirstLight in the local communities.

Appendix C of the RSA includes measures that the Recreation Settling Parties do not intend to be incorporated into the new licenses for the Projects but are included for the Commission’s information only. The measures in Appendix C include installation of a potential additional pocket park, a conservation restriction at Farley Ledges for rock climbing, establishment of a Recreation Advisory Group, and coordinating advertising of Project recreation facilities with the local communities. To facilitate the conservation restriction at Farley Ledges, FirstLight seeks Commission approval to revise the Northfield Mountain Project boundary to exclude a portion (52.3 acres) of Farley Ledges that is not needed for Project purposes and has attached to its Explanatory Statement a proposed revised Exhibit G map showing the proposed boundary change.

Appendix D of the Recreation Settlement Agreement lists the authorized representative for each Settling Party.

Collectively, the recreational improvements in the RMP reflect the preferences and priorities of federal and state agencies, local communities, and recreation users as articulated by the Recreation Settling Parties. As such, FirstLight asks that the Commission approve the RMP as proposed and without material modification in the public interest.

In accordance with Rule 602(d)(2), FirstLight hereby notifies all relicensing participants that unless otherwise provided by the Commission, comments on the RSA must be filed on or before July 3, 2023, and reply comments must be filed on or before July 12, 2023.

Please do not hesitate to contact the undersigned if you have questions or require additional information regarding the attached.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Trudell". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke.

Justin Trudell
Chief Operating Officer

Enclosures: Explanatory Statement, Recreation Settlement, Proposed Revised Northfield Mountain Exhibit G

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

**FirstLight Hydro MA LLC)
Northfield Mountain LLC)**

**Project Nos. 1889-____
2485-____**

**RECREATION SETTLEMENT AGREEMENT
EXPLANATORY STATEMENT**

JUNE 12, 2023

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

FirstLight Hydro MA LLC)	Project Nos. 1889-	___
Northfield Mountain LLC)	2485-	___

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Attachment A - Proposed Exhibit G Map

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

FirstLight Hydro MA LLC)	Project Nos. 1889-___
Northfield Mountain LLC)	2485-___

**RECREATION SETTLEMENT AGREEMENT
EXPLANATORY STATEMENT**

I. INTRODUCTION

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”),¹ FirstLight Hydro MA LLC, owner and operator of the Turners Falls Hydroelectric Project (“Turners Falls Project”) and Northfield Mountain LLC, owner and operator of the Northfield Mountain Pumped Storage Project (“Northfield Mountain Project”) (collectively, “FirstLight”), hereby submit this Explanatory Statement in support of the Recreation Settlement Agreement for the relicensing of the Turners Falls Project and Northfield Mountain Project (“Recreation Settlement Agreement”).

The Recreation Settlement Agreement was executed among FirstLight and the National Park Service (“NPS”), the Massachusetts Department of Conservation and Recreation (“MDCR”), Franklin Regional Council of Governments, the Towns of Erving, Gill, Montague and Northfield, Massachusetts, Access Fund, American Whitewater, Appalachian Mountain Club (“AMC”), Crab Apple Whitewater, Inc., New England FLOW, Western Massachusetts Climbing Coalition, and Zoar Outdoor (“Recreation Settling Parties”).²

¹ 18 C.F.R. § 385.602 (2022).

² The other Recreation Settling Parties have had an opportunity to review this Explanatory Statement in advance but FirstLight takes sole responsibility for its content.

The Recreation Settlement Agreement is a package that, by its terms, addresses all of the issues among the Recreation Settling Parties pertaining to recreation for relicensing of the Turners Falls Project and Northfield Mountain Project (“Projects”), with the exception of recreational boating flows which are addressed in a separate Flows and Fish Passage Settlement Agreement.³ While recognizing that regulatory processes related to the relicensing of the Projects are not yet completed, the Settling Parties expressly intend that the Recreation Settlement Agreement establish FirstLight’s obligations with regard to non-flow recreation measures at the Projects. The Recreation Settlement Agreement reflects agreement among the Recreation Settlement Parties concerning recommendations, terms, and conditions to be submitted to the Commission pursuant to Section 10(a) of the Federal Power Act (“FPA”) regarding this topic.⁴

To this end, the Recreation Settlement Agreement includes proposed license articles for the Projects as set forth in Appendices A (Turners Falls Project) and B (Northfield Mountain Project). The proposed license articles would require FirstLight to implement a Recreation Management Plan (May 2023) (“RMP”),⁵ which is Appendix E to the Recreation Settlement Agreement. Consistent with the Recreation Settlement Agreement, FirstLight requests that the Commission adopt the proposed license articles in the new licenses for the Projects and approve the RMP. FirstLight further requests that the Commission not include in the new licenses for the Projects or the RMP any requirement that constitutes a material modification of, or addition to, the

³ FirstLight filed the Flows and Fish Passage Settlement Agreement (March 2023) with FERC on March 31, 2023.

⁴ See Recreation Settlement Agreement, Sections 2.1, 4.2.1.

⁵ The RMP, if approved by the Commission, would supersede the recreation management plans FirstLight filed with its Amended Final License Applications (“AFLA”) on December 4, 2020.

proposed license articles or that is otherwise inconsistent with the RMP or this Recreation Settlement Agreement.⁶

As explained in this document and as supported by substantial evidence in the record of this proceeding, the RMP measures adequately protect and enhance public recreation at the Projects and thus are in the public interest. Approving the RMP as proposed by the Recreation Settling Parties, which include federal and state resource agencies, local communities, and a broad range of other stakeholders with interests in recreation, also would be consistent with the Commission's long-standing policy favoring licensing settlement agreements.⁷

The Recreation Settlement Agreement also includes measures, set forth in Appendix C, which the Recreation Settling Parties do not intend to be incorporated into the new licenses for the Projects. Appendix C is included for the Commission's information only. The measures in Appendix C include FirstLight's commitments to Recreation Settling Parties that relate to recreation activities outside the Project boundaries, are intended to promote community development, exceed regulatory requirements, or are otherwise inappropriate as license conditions. As such, they are not required to address FirstLight's obligations under the FPA and are not subject to FERC's jurisdiction.⁸

II. BACKGROUND

The Turners Falls Project is located on the Connecticut River in Massachusetts at river mile 122. The Turners Falls Dam creates the Turners Falls Impoundment ("TFI"), extending upstream approximately 20 miles to the Vernon Hydroelectric Project (FERC No. 1904). The

⁶ Sections 1.3.6 and 1.3.7 of the Recreation Settlement Agreement define the term "Inconsistent with this Settlement Agreement."

⁷ *Settlements in Hydropower Licensing Proceedings under Part I of the Federal Power Act*, 116 FERC ¶ 61,270 at P 2 (2006).

⁸ *See id.* at P 7.

Turners Falls Project also includes a gatehouse, a power canal, two hydroelectric plants located on the power canal named Station No. 1 and Cabot Station, and fish passage facilities. Cabot Station is the largest conventional hydroelectric station in Massachusetts at over 62 megawatts (“MW”). Between the Turners Falls Dam and Cabot Station tailrace there is an approximately 2.5-mile-long bypass reach; Station No. 1 discharges into the bypass approximately 0.9 miles below the Turners Falls Dam.

The TFI also serves as the lower impoundment for the Northfield Mountain Project, an approximately 1,168 MW pumped storage project in Northfield, Massachusetts that includes an off stream upper reservoir. The Northfield Mountain Project is the largest pumped storage project in New England.

The current licenses for the Turners Falls Project and Northfield Mountain Project were issued on May 5, 1980, and May 14, 1968, respectively. Both licenses expired on April 30, 2018, and the Projects have been operating under annual licenses issued by the Commission.

FirstLight commenced the relicensing process by filing a Notice of Intent and Pre-Application Document (“PAD”) on October 31, 2012. In the PAD, FirstLight indicated that it would use the Integrated Licensing Process (“ILP”) to relicense the Projects. Pursuant to the ILP, FirstLight then engaged with relicensing participants, FERC and the public in scoping environmental issues related to the Projects and in developing and implementing a rigorous study plan to assess the Projects’ environmental impacts and recreation needs. As required by the FPA, FirstLight filed a Final Application for New License for the Projects with FERC two years prior to expiration of the existing licenses, on April 29, 2016.

Because certain environmental studies required by FERC had not yet been completed in 2016, FirstLight filed AFLAs for each Project on December 4, 2020. The AFLAs included

FirstLight's proposed protection, mitigation, and enhancement measures to be included in the new licenses and the scientific and evidentiary basis for those measures. Included with the AFLAs was a proposed recreation management plan for each Project. FirstLight's recreation proposal was based on its relicensing studies which, in FirstLight's view, showed that its existing recreation facilities, combined with informal access and other public recreation sites, currently provide the public with a diversity of recreation opportunities and an abundance of options for accessing and utilizing Project lands and waters for recreation that is sufficient to meet forecasted demand. Nonetheless, FirstLight proposed several enhancements to existing Project recreation sites and new or modified recreation sites in the AFLAs.

In 2017, FirstLight began formal settlement discussions with relicensing participants. The initial focus of these discussions was with state and federal fish and wildlife agencies and certain conservation organizations on fish passage and stream flows for aquatic species protection. Following submittal of the AFLAs, FirstLight, the state and federal fish and wildlife agencies, and conservation organizations resumed discussions on fish passage and flows. The discussions ultimately expanded to include discussions with interested parties on flow releases for recreational boating. Those discussions resulted in the Flows and Fish Passage Settlement Agreement (March 2023), filed with the Commission on March 31, 2023.⁹

In parallel discussions, FirstLight engaged in extensive stakeholder outreach on non-flow recreation measures. These discussions led to an Agreement in Principle on recreation which FirstLight filed with the Commission on February 28, 2022. The Recreation Settling Parties temporarily deferred a final settlement on recreation while relicensing stakeholders explored the

⁹ The Flows and Fish Passage Settlement Agreement superseded an Agreement in Principle on whitewater boating flow releases filed with FERC on February 28, 2022.

possibility of a comprehensive settlement involving all relicensing issues. On January 12, 2023, FERC issued a letter instructing FirstLight to submit any settlement agreements for the Commission's consideration by March 31, 2023.¹⁰ The Recreation Settling Parties were not able to meet this deadline. However, the Recreation Settling Parties have now finalized the settlement and are submitting it for the Commission's consideration. The Recreation Settlement Agreement supersedes the Agreement in Principle on recreation previously filed with FERC.

In the Recreation Settlement Agreement, FirstLight has agreed to implement a number of recreation improvements in addition to those it proposed in the AFLAs. These better reflect the preferences and priorities of federal and state agencies, local communities, and recreation users as articulated during the extensive negotiations over the RMP. In addition, the Recreation Settling Parties anticipate a higher level of recreation use at the Project as a result of the increased flows in the bypass reach of the Connecticut River provided in the Flows and Fish Passage Settlement Agreement. The Recreation Settlement Agreement includes recreation facilities and amenities to account for such increased use as well as to attract additional recreation users to the Project area for the benefit of the local economy. The total cost of the recreation improvements in the Recreation Settlement Agreement RMP is almost \$6 million, representing a substantial investment by FirstLight in the local communities.

¹⁰ Letter from Vincent Yearick, FERC, to Alan Douglass, FirstLight, at 2, Project Nos. 1889-085 and 2485-071 (issued Jan. 12, 2023).

III. OVERVIEW OF THE RECREATION SETTLEMENT MEASURES

A. Proposed License Terms and Conditions

1. Proposed License Articles for the Turners Falls and Northfield Mountain Projects

Proposed License Article A100 for the Turners Falls Projects and B100 for the Northfield Mountain Project would require FirstLight to implement the RMP.

2. RMP

The RMP contains FirstLight's commitments to enhancing public recreation at the Projects for the next license term. For convenience and to avoid having to submit two separate and overlapping RMPs, recreational improvements for both Projects are contained in a single RMP. The RMP designates which recreational improvements pertain to which Project.

Section 5 of the RMP describes and lists the recreational facilities and amenities currently in place at the Projects. Section 6 describes the new recreation sites to be constructed as well as the proposed upgrades to existing sites. Table 6.3-1 of the RMP contains a comprehensive listing and summary of all existing and proposed recreational facilities and features under the RMP. Section 7 of the RMP provides an implementation schedule for the new facility construction and upgrades. FirstLight's commitments to manage and maintain the existing and new facilities are found in Section 8 of the RMP.

Section 4 of the RMP sets forth a number of programmatic or non-Project specific commitments of FirstLight. Highlights of these components are:

Ten-Year Comprehensive Review. The RMP Section 4.1.1 commits FirstLight to conduct a comprehensive review of recreation at the Projects every 10 years to evaluate recreation use and demand. FirstLight will review the information it collects from its recreation facilities, along with information which it will gather from the Recreation Settling Parties. Any updates to the RMP will

be based on consensus among the Recreation Settling Parties and FirstLight. FirstLight will file any updated RMP for FERC's approval. If no updates are proposed, FirstLight will file an explanation of why no changes are needed along with any written comments from consulted entities.

Americans with Disabilities Act. Under RMP Section 4.1.2, for any new construction or rehabilitation of existing Project recreation buildings and facilities, FirstLight will comply with applicable state and federal disability access standards. In addition, within two years of license issuance, FirstLight will conduct a comprehensive assessment of existing Project recreation facilities for consistency with Americans with Disabilities Act ("ADA") requirements. FirstLight will implement applicable ADA improvements within a reasonable period.

Conservation Restrictions. RMP Sections 4.2.1 and 4.3.1 provide that FirstLight will place certain lands it owns within the Project boundaries that are not used for specific Project activities into conservation restriction. These include lands along the river right immediately downstream of the Turners Falls Dam, as well as lands along the TFI. Details will be worked out in consultation with the relevant towns and with MDCR.

FirstLight also will permanently conserve its lands within the Bennett Meadow Wildlife Management Area managed by the Massachusetts Division of Fisheries and Wildlife ("MDFW") in consultation with MDFW. FirstLight will further consult with NPS, the Town of Erving, MDCR, and AMC to conserve, by way of a permanent trail easement, an approximately 1.3-mile long portion of the New England National Scenic Trail that lies inside the Northfield Mountain Project boundary on the eastern side of the Project's upper reservoir.

FirstLight recognizes the Commission may need to approve any conveyances of Project property rights to third parties.¹¹

Flow and Water Level Notification Website. Under Section 4.2.2, FirstLight will provide certain real-time and forecasted data on a website accessible to the public to facilitate recreational use of the Project area. FirstLight will provide hourly TFI water level information measured at the Turners Falls Dam, Turners Falls Dam spill rates, and Station No. 1 discharges. The real-time data will be posted year-round, 24 hours a day.

FirstLight also will include on the website the Naturally Routed Flow (“NRF”),¹² the anticipated Turners Falls Dam spill rate, and the anticipated Station No. 1 discharge for a 12-hour window into the future at any given time. Should FirstLight deviate from passing the 12-hour previous NRF, it will post the revised flows (in the 12-hour look ahead window) to the website as soon as practicable after those flows are known.

Cabot Camp. Cabot Camp consists of multiple structures that are in varying states of disrepair due to insect and animal damage. It is not suitable for use in its current condition. Cabot Camp is not currently designated as a Project recreational facility. Section 4.2.3 of the RMP provides that FirstLight, in consultation with the Town of Montague, will attempt to find a qualified organization to take responsibility for preserving the Cabot Camp historic buildings. FirstLight will conduct a topographic and property survey and a condition assessment of the Cabot Camp parcel and will conduct a market/redevelopment study in collaboration with the Town. If no acceptable means to otherwise preserve the historic structures of Cabot Camp is identified,

¹¹ See Form L-3, Terms and Conditions of License for Constructed Major Project Affecting Navigable Waters of the United States, Article 5, 54 F.P.C. 1817, 1818-19 (1975).

¹² For the definition of the NRF, see Appendix A to Flows and Fish Passage Settlement Agreement, Proposed License Article A110.

FirstLight will repurpose the property for other recreation or alternative use consistent with the FERC-approved Historic Properties Management Plan.

In addition to these programmatic components, FirstLight has agreed to a broad range of new recreational facility construction projects and upgrades to existing sites. These improvements are described in detail in Section 6 of the RMP. They include, for the Turners Falls Project:

- Construct a new pocket park (viewing location, picnic table) at the Pauchaug-Schell Bridge Greenway with signage for historical and cultural interpretation.
- Construct a new paddle access campsite at Mallory Brook or alternate location.
- Construct a new formal access trail and put-in at Cabot Camp with picnic area.
- Construct a new car-top access and put-in at the eastern end of Unity Park, with a means of storing and locking vessels, and reconfigure the Unity Park parking lot to improve vehicle and pedestrian safety.
- Construct a new river access and two put-ins below Turners Falls Dam, one for whitewater rafters closer to the dam and the other to accommodate pass-through boaters who want to avoid Peskeomskut Island.
- Construct a new viewing platform and picnic area below Turners Falls Dam.
- Construct a new river access trail for fishing and non-motorized boats to a put-in just upstream of the Station No. 1 tailrace.
- Install new stairs at the Cabot Woods fishing area just below Rock Dam.
- Construct a new portage trail around Rock Dam for boaters who may want to avoid the sizable vertical drop.
- Improve the existing Poplar Street river access by installing timber stairs with a boat slide railing leading to a concrete landing; anchor a gangway to the concrete abutment which will lead to a floating dock.
- Install interpretive cultural signage at key locations in consultation with area Tribes and the Town of Montague.

For the Northfield Mountain Project:

- Enhance existing trails at Bennett Meadow and add historical and cultural interpretive signage.

- Relocate the Boat Tour Dock further upstream to avoid the fish barrier net that will be installed under the Flows and Fish Passage Settlement Agreement.
- Construct a new, ADA-accessible dock layout in place of the current Boat Tour Dock that will support motorboats, canoes, kayaks, and the Tour Boat.
- Construct approximately five miles of new trails for mountain biking to be incorporated into the existing trail system.
- Provide paddle access camping at a new campsite in the Barton Cove area.
- Establish Rose Ledges as a Project recreation facility to ensure continued use of the area for rock climbing.
- Provide a means to lock canoes and kayaks during the day at the Barton Cove canoe and kayak rental facility in the picnic area.

In total, these improvements will significantly enhance the recreation experience for members of the local communities and others visiting the Projects. As detailed in the RMP, FirstLight will undertake these improvements working closely with the local towns, federal and state agencies, and interested organizations.

3. Fifty-Year License Terms

As stated in the Recreation Settlement Agreement, the Recreation Settling Parties agree that the investment of funds and other commitments associated with the terms of the Recreation Settlement Agreement and the Flows and Fish Passage Settlement Agreement support the issuance of 50-year licenses for the Projects.¹³ Where settling parties request a particular license term, it is the Commission’s policy to defer to the settling parties.¹⁴ Under the terms of the Recreation Settlement Agreement, a license term less than 50 years is defined as “Inconsistent with this Settlement Agreement,” permitting FirstLight to withdraw from the agreement.¹⁵

¹³ Recreation Settlement Agreement, Section 4.3.2.

¹⁴ *See Policy Statement on Establishing License Terms for Hydroelectric Projects*, 161 FERC ¶ 61,078 at P 15 (2017).

¹⁵ Recreation Settlement Agreement, Sections 1.3.6, 6.1.

B. Off-License Provisions

These are the measures, to which the Recreation Settling Parties have agreed, that should not be included in the new Project licenses.

1. Additional Pocket Park

FirstLight has agreed to construct a second pocket park within three years of license issuance at a location yet to be determined in the Town of Northfield. Alternatively, FirstLight will make an equivalent investment for a single river access point which may be within or outside of the Town. The park may include signage for historical and cultural interpretation. Details will be developed in consultation with the Recreation Settling Parties. Because the exact nature and location of this recreation improvement are yet to be determined and may be outside the FERC Project boundaries, the Recreation Settling Parties have agreed to pursue this improvement as an off-license measure.

2. Farley Ledges Conservation Restriction

Farley Ledges is a rock climbing area on the eastern side of Northfield Mountain, some of which lies inside the FERC Northfield Mountain Project boundary and is owned by FirstLight. FirstLight has agreed to grant a conservation restriction to permanently conserve, for public recreational purposes, a portion of Farley Ledges as shown in Exhibit A to the Recreation Settlement Agreement.

FirstLight also has agreed to request the Commission to amend the Northfield Mountain Project boundary to exclude this area from the FERC-licensed Project. This will facilitate the potential conveyance of the property to a third party which would administer the conservation restriction. Attached to this Explanatory Statement as Attachment A is an Exhibit G map to show the proposed boundary change. FirstLight is hereby requesting the Commission to approve the

boundary change as part of its order issuing the new Northfield Mountain Project license. The conservation restriction will ensure that the property continues to be used for rock climbing and other recreational purposes following the boundary change. Rose Ledges, another popular climbing area, would remain within the boundary because it is surrounded by the Project's recreational trail system. FirstLight has agreed to formally designate Rose Ledges as a Project recreational feature.¹⁶

3. Recreation Advisory Group

FirstLight will form and chair a Recreation Advisory Group ("RAG") consisting of any of the Recreation Settling Parties who wish to be members of the RAG. The RAG will meet at least annually to discuss recreation use at the Projects and any operation and maintenance needs. The purpose of the RAG is to address shorter term recreation needs at the Projects, as opposed to the longer term needs to be assessed in the ten-year periodic reviews under the RMP.

4. Advertising

FirstLight has agreed to promote use of its Project recreational facilities with local communities and organizations and improve its digital presence. FirstLight will work with the RAG to identify targeted audiences for this outreach including Environmental Justice communities, Indigenous communities, those with disabilities, visitors to the region, residents, and local communities and organizations. FirstLight will also work with the RAG to develop a schedule for pushing out promotional materials.

III. CONCLUSION

For all of the above reasons, the Commission should (1) adopt the proposed RMP in the new Project licenses without material modification, (2) revise the Northfield Mountain Project

¹⁶ See RMP, Section 6.2.5.

boundary to exclude the portion of Farley Ledges currently within the boundary as shown on Attachment A, and (3) issue FirstLight new Project licenses for terms of 50 years.

Respectfully submitted,

/s/ Michael A. Swiger

Michael A. Swiger

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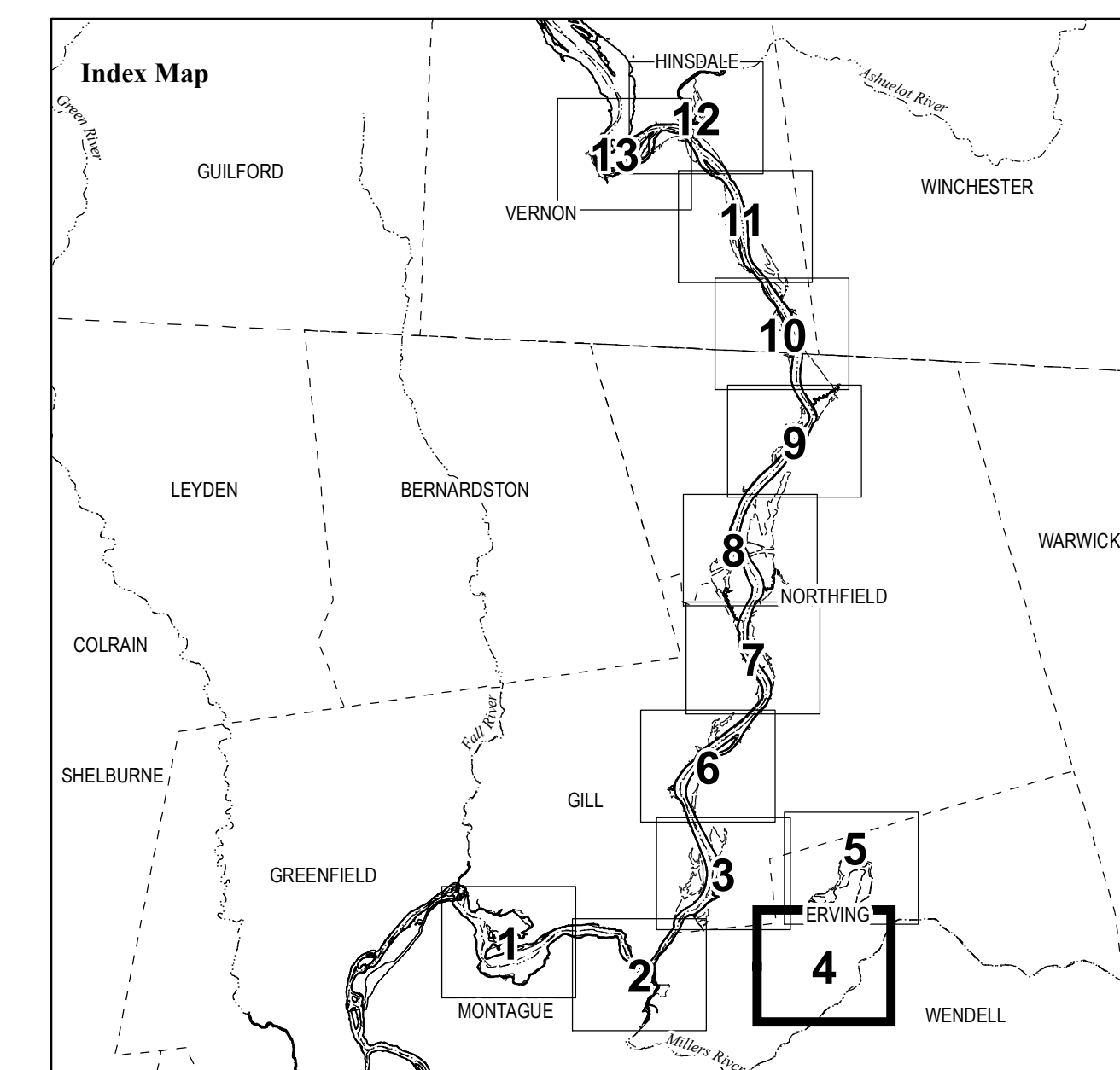
Counsel to FirstLight Hydro MA LLC
and Northfield Mountain LLC

DATED: June 12, 2023

Attachment

Attachment A

Exhibit G Map



Legend

	Project Boundary		Reference Point
	Point No. (see Project Boundary Data table for metes and bounds)		Maximum Water Surface Elevation (in feet)
	Project Recreation Site		Minimum Water Surface Elevation (in feet)
	Project Recreation Site Proposed to be Non-Project Recreation Site		Shoreline
	Town Boundary		Major Creek
	Area Added to Project Boundary		Project Trail
	Area Removed From Project Boundary		Railroad
	Licensee Land Rights		Transmission Lines
	Own in Fee		Roads
	Flowage Easement		
	License to Occupy		
	Right to be Acquired		

Coordinate System:
 NAD83 State Plane
 Massachusetts Mainland Zone (feet)
 Horizontal Datum:
 NAD 1983
 Vertical Datum:
 NGVD 1929

Declination changing by 0° 3' E/Year

I HEREBY STATE THAT THE PROJECT BOUNDARY DELINEATION FOR THE NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT (FERC #2485) AS SHOWN ON THIS EXHIBIT "G" DRAWING IS DEVELOPED WITHIN REASONABLE ACCURACIES AS REQUIRED IN 18CFR4.41 TO THE GEOGRAPHIC LOCATION BASED ON A GRAPHICAL POSITIONING IN REFERENCE TO USGS QUADRANGLE MAPPING WITHIN +/-40 FEET. THE NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT DOCUMENTED PROJECT BOUNDARY LINE WAS ADJUSTED AND/OR ROTATED TO BEST FIT WITH THE USGS QUADRANGLE MAP FEATURES GRAPHICALLY AND WAS NOT FIELD SURVEYED.

Northfield Mountain LLC
 NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT
 FERC PROJECT NO. 2485

SHEET 4 of 13

EXHIBIT G-4 1 inch = 400 feet 1:4,800

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Federal Energy Regulatory Commission in these proceedings.

Dated at Washington, DC this 12th day of June, 2023.

/s/ Mealear Tauch

Mealear Tauch

Van Ness Feldman, LLP

1050 Thomas Jefferson Street, NW

Seventh Floor

Washington, DC 20007-3877

RECREATION SETTLEMENT AGREEMENT

**FOR THE RELICENSING OF THE TURNERS FALLS
HYDROELECTRIC PROJECT, FERC PROJECT NO. 1889, AND
NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT,
FERC PROJECT NO. 2485**

MAY 2023



**RECREATION SETTLEMENT AGREEMENT FOR
THE RELICENSING OF THE TURNERS FALLS HYDROELECTRIC PROJECT AND
NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT**

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APPENDICES

- Appendix A - Proposed License Article on Recreation to be Included in the New Turners Falls Hydroelectric Project License
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- Appendix C - Measures Agreed to Among the Parties But Not to be Included in New Project Licenses
- Appendix D - Authorized Representatives of the Parties
- Appendix E - Recreation Management Plan

This Recreation Settlement Agreement for the relicensing of the Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project (“Settlement Agreement”) is made and entered into pursuant to Federal Energy Regulatory Commission (“Commission” or “FERC”) Rule 602, 18 C.F.R. § 385.602, by and among:

FirstLight MA Hydro LLC
Northfield Mountain LLC
National Park Service
Massachusetts Department of Conservation and Recreation
Town of Erving, Massachusetts
Town of Gill, Massachusetts
Town of Montague, Massachusetts
Town of Northfield, Massachusetts
American Whitewater
Appalachian Mountain Club
Crab Apple Whitewater, Inc.
New England FLOW
Zoar Outdoor
Access Fund
Franklin Regional Council of Governments
Western Massachusetts Climbers Coalition

each referred to individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS,

- A. FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, “FirstLight”) are the 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 on April 30, 2018. The Projects have been operating on annual licenses pursuant to Section 15 of the Federal Power Act (“FPA”) since that time.
- B. In accordance with the requirements of the FPA and FERC’s regulations, FirstLight filed a Notice of Intent to file an application for new license for each of the Projects on October 31, 2012. Pursuant to FERC’s Integrated Licensing Process, FirstLight then engaged with relicensing participants, FERC, and the public in scoping environmental issues related to the Projects and in developing and implementing a rigorous study plan to assess the Projects’ environmental impacts.
- C. As required by the FPA and FERC’s regulations, FirstLight filed a Final Application for New License (“FLA”) for the Projects with FERC on April 29, 2016. Because certain environmental studies required by FERC 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 (“AFLAs”) on December 4, 2020, 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. FirstLight’s filing also included a proposed recreation management plan.

- D. In 2017, FirstLight began formal settlement discussions with relicensing participants. Those discussions initially were not focused on recreation and did not result in agreement on all issues, but nevertheless informed FirstLight’s PM&E proposals in the AFLAs. FirstLight’s PM&E proposals in the AFLAs also were informed by further non-FERC required environmental studies undertaken in consultation with the state and federal fish and wildlife agencies.
- E. Subsequently, FirstLight entered into settlement discussions with a broad group of state and federal agencies, local communities, and other recreation stakeholders which led to the filing with FERC of an Agreement in Principle on recreation on February 28, 2022. This Settlement Agreement is the end product of the Parties’ work on issues relating to recreation at the Projects and, as to the Parties, resolves all outstanding issues for the relicensing of the Projects on recreation.
- F. On March 31, 2023, FirstLight filed with FERC a fully executed Flows and Fish Passage Settlement Agreement among FirstLight, the U.S. Fish and Wildlife Service (“USFWS”), the National Marine Fisheries Service (“NMFS”), the Massachusetts Division of Fisheries and Wildlife, The Nature Conservancy, American Whitewater, Appalachian Mountain Club, Crab Apple Whitewater, Inc., New England FLOW and Zoar Outdoor addressing all issues among those parties pertaining to fish passage, flows (including flows for recreation boating), and protected, threatened and endangered species.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 General Provisions

1.1 Effective Date of Settlement Agreement

Except as provided in Section 1.1.1, this Settlement Agreement shall become effective upon the execution by all Parties of this Settlement Agreement (“Effective Date”).

1.1.1 FirstLight’s Affirmative Acceptance of License

FirstLight’s contractual obligation to the Parties to implement the measures set forth in Appendices A-C and E of this Settlement Agreement shall become effective only upon FirstLight’s acceptance, in its sole discretion, of the Final

New Project Licenses. Within 45 days of the New Project Licenses becoming Final, FirstLight shall provide Notice to all Parties whether it affirmatively accepts the New Project Licenses and its concomitant obligations under this Settlement Agreement. If FirstLight does not timely provide such Notice, it shall be deemed to have affirmatively accepted the New Project Licenses. If FirstLight rejects the New Project Licenses this Settlement Agreement will terminate pursuant to Section 6.5 and will not be binding on FirstLight or any other Party in any subsequent proceeding at FERC or otherwise.

1.1.2 Effective Date of Parties' Obligations

The Parties' obligations under Sections 2 through 8, including the obligation to support this Settlement Agreement in the relicensing and related regulatory proceedings, take effect on the Effective Date.

1.2 Term of Settlement Agreement

The term of this Settlement Agreement shall commence on the Effective Date and shall continue (unless terminated as otherwise provided herein) for the term of the New Project Licenses plus the term(s) of any annual license(s) that may be issued after the foregoing New Project Licenses have expired.

1.3 Definitions

1.3.1 Commission or FERC shall mean the Federal Energy Regulatory Commission.

1.3.2 Consultation shall mean the process under this Settlement Agreement by which FirstLight seeks views through providing drafts of proposals, plans and reports, and seeking and considering comments on such proposals, plans, and reports as appropriate from relevant Parties. Consultation under this Settlement Agreement shall not be construed to satisfy "consultation" under Section 7 of the Endangered Species Act ("ESA") or other federal laws specifically requiring consultation, unless specifically noted.

1.3.3 Disputing Party or Disputing Parties shall mean the Party providing Notice of the dispute, the Party alleged to have failed to perform an obligation, and any other Party that provides Notice of its intent to participate in the dispute resolution.

1.3.4 Final, with respect to the New Project Licenses under this Settlement Agreement, shall mean such licenses after exhaustion of administrative and judicial remedies for any challenge which any Party or other person brings against the New Project Licenses or against any other regulatory approval integral to issuance of the New Project Licenses.

1.3.5 Fishway Prescription shall mean a prescription issued by NMFS or USFWS under Section 18 of the FPA, whether designated as preliminary, modified or final.

1.3.6 Inconsistent with this Settlement Agreement shall mean: (1) any material modification to, deletion of, or addition to the Recreation Management Plan or Proposed License Articles in the New Project Licenses; (2) any material modification to, deletion of, or addition to the Recreation Management Plan or the Proposed License Articles in any ESA Section 7 Biological Opinion, or Clean Water Act (“CWA”) Section 401 Certification issued in connection with the New Project Licenses; (3) changes to the Projects proposed by FirstLight that are materially inconsistent with the assumptions underlying the Settlement Agreement; or (4) New Project Licenses issued for terms of less than 50 years. The term “material” for purposes of this section means a deviation from the Recreation Management Plan that, either individually or collectively with other such deviations, substantially affects a Party’s bargained-for benefits under this Settlement Agreement.

1.3.7 Inconsistent with this Settlement Agreement shall not mean: (1) the inclusion of standard articles from the appropriate L-Form (as defined by 18 C.F.R. § 2.9) in the New Project Licenses; (2) FERC’s reservation of its authority to require changes to implementation schedules, plans, or other requirements of the New Project Licenses; (3) the inclusion in any Fishway Prescription of the issuing agency’s reservation of authority to reopen its prescription, provided that the reservation of authority is consistent with this Settlement Agreement, and provided further that each Party reserves its right to contest the exercise of such reserved authority at such time as the agency may exercise the reserved authority; (4) the inclusion in any ESA Section 7 Biological Opinion of the issuing agency’s criteria for re-initiation of Section 7 consultation pursuant to 50 C.F.R. § 402.16; (5) the inclusion in the New Project Licenses, any Fishway Prescription, any ESA Section 7 Biological Opinion, or any CWA Section 401 Certification, of such reasonable minimization and reporting requirements as FERC or the issuing agency determines are necessary to ensure FirstLight’s compliance; or (6) the exercise of a reserved right under Section 3.2 of this Settlement Agreement or a condition in a CWA Section 401 Certification relating to erosion.

1.3.8 Material New Information shall mean significant and relevant new information which was neither in the administrative record for the relicensing nor otherwise known as of the Effective Date to the Party who seeks to use the Material New Information. Each Party agrees in good faith to share any such information with the other Parties in a timely manner.

1.3.9 New Project Licenses shall mean the new licenses, not to include any annual license extending the current licenses, issued by the Commission to FirstLight pursuant to Section 15 of the FPA for the continued operation of Project Nos. 1889 and 2485.

1.3.10 Notice shall mean a written communication to the Parties which meets the requirements of Section 7.9 and any other requirements for notice specifically provided in any other applicable section of this Settlement Agreement.

1.3.11 Projects shall mean the Turners Falls Hydroelectric Project, currently licensed to FirstLight MA Hydro LLC as FERC Project No. 1889, and the Northfield Mountain Pumped Storage Project, currently licensed to Northfield Mountain LLC as FERC Project No. 2485.

1.3.12 Proposed License Articles shall mean the terms and conditions set forth in Appendices A and B of this Settlement Agreement that the Parties request that the Commission include in the New Project Licenses for the continued operation of the Projects.

1.3.13 Recreation Management Plan shall mean the plan, attached as Appendix E to this Settlement Agreement, to which the Parties have agreed and which the Parties hereby propose for FERC's approval and inclusion as a requirement in the New Project Licenses.

1.3.14 Settlement Agreement shall mean the entirety of this Recreation Settlement Agreement, including the Appendices.

1.4 Acronyms

1.4.1 AFLAs – Amended Final License Applications

1.4.2 CWA – Clean Water Act

1.4.3 ESA – Endangered Species Act

1.4.4 FERC – Federal Energy Regulatory Commission

1.4.5 FLA – Final License Application

1.4.6 FPA – Federal Power Act

1.4.7 MADEP – Massachusetts Department of Environmental Protection

1.4.8 NMFS – National Marine Fisheries Service

1.4.9 NEPA – National Environmental Policy Act

1.4.10 REA – Ready for Environmental Analysis

1.4.11 USFWS – U.S. Fish and Wildlife Service

2 Purpose of Settlement Agreement

2.1 Purpose

The Parties have entered into this Settlement Agreement for the purpose of resolving all issues that have or could have been raised by the Parties in connection with FERC's orders issuing New Project Licenses relating to recreation. While recognizing that several regulatory and statutory processes are not yet completed, it is the Parties' intention that this Settlement Agreement considers all significant issues concerning recreation that may arise in the issuance of all regulatory approvals integral to FERC's issuance of the New Project Licenses, including but not limited to ESA Section 7 Biological Opinions to be

issued by USFWS and NMFS, the CWA Section 401 Certifications to be issued by the Massachusetts Department of Environmental Protection (“MADEP”), and any Environmental Impact Statement or Environmental Assessment issued pursuant to the National Environmental Policy Act (“NEPA”). The Parties recognize that MADEP is the agency responsible for Section 401 Certification and is not a Party to this Settlement Agreement. Pursuant to the Parties’ various rights, authorities, and responsibilities under the FPA, as well as other statutory and regulatory authorities and implied powers, this Settlement Agreement is intended to establish FirstLight’s obligations concerning recreation under the New Project Licenses. It also specifies procedures to be used among the Parties to ensure that implementation of the New Project Licenses is not Inconsistent with this Settlement Agreement, and with other legal and regulatory mandates. The Parties agree that FirstLight’s performance of its obligations under this Settlement Agreement will be consistent with and is intended to fulfill FirstLight’s existing statutory and regulatory obligations relating to the relicensing of the Projects with respect to recreation, with the exception of flows for recreational boating which are addressed in the Flows and Fish Passage Settlement Agreement (March 2023).

2.2 Relationship to Flows and Fish Passage Settlement Agreement

Subject to rights reserved under Section 3.2, the Parties to this Settlement Agreement who are not Parties to the Flows and Fish Passage Settlement Agreement agree that they will not oppose the Flows and Fish Passage Settlement Agreement.

2.3 No Precedent for Other Proceedings

This Settlement Agreement is made with the understanding that it constitutes a negotiated resolution of issues relating to recreation for the New Project Licenses. Accordingly, this Settlement Agreement shall not be offered against a Party as argument, admission or precedent in any mediation, arbitration, litigation, or other administrative or legal proceeding that does not involve or relate to the New Project Licenses or the operation of the Projects. Further, no Party shall be deemed to have approved, admitted, accepted, or otherwise consented to any operation, management, valuation, or other principle underlying any of the matters covered by this Settlement Agreement, except as expressly provided herein. With respect to any mediation, arbitration, litigation, or other administrative or legal proceeding involving or relating to the New Project Licenses, the Parties’ rights and responsibilities shall be as set forth in this Settlement Agreement. This Section shall survive any termination of this Settlement Agreement.

3 Reservations of Rights

3.1 No Effect on Parties’ Other Legal Duties or Rights

Nothing in this Settlement Agreement is intended to, or shall be construed to, affect or limit the authority or obligation of any Party to fulfill its constitutional, statutory, and regulatory responsibilities, to comply with any judicial decision or order, to exercise

reserved rights, or to pursue and advocate on issues defined as not Inconsistent with this Agreement.

3.2 Reserved Rights

Notwithstanding Sections 1.3.6, 2.2, 4.2.1, 4.3.1, and any other provision of this Settlement Agreement, the Parties to this Settlement Agreement who are not a party to the Flows and Fish Passage Settlement Agreement expressly reserve the right, without limitation or restriction, and regardless of whether exercise of this reserved right may affect Project operations or impoundment levels, to pursue and advocate for the inclusion of articles, conditions, or other requirements related to the prevention and mitigation of erosion in the Turners Falls impoundment.

3.3 Future Relicensings

Nothing in this Settlement Agreement is intended or shall be construed to affect or restrict any Party's participation in or comments about the provisions of any future relicensing of the Projects subsequent to the current relicensing.

4 Settlement Agreement Commitments and Implementation

4.1 Parties Bound by Settlement Agreement

The Parties shall be bound by this Settlement Agreement for the term stated in Section 1.2, provided the New Project Licenses are not Inconsistent with this Settlement Agreement.

4.2 Recommendations of Parties to Regulatory Agencies

4.2.1 Recommendations To Be Consistent with Settlement Agreement

(1) Each Party agrees to request that FERC approve and incorporate in the New Project Licenses, without material modification, the Proposed License Articles and the Recreation Management Plan. The Parties shall further request that FERC not include in the New Project Licenses additional measures that are Inconsistent with this Settlement Agreement.

(2) Any Party participating in the Section 401 Certification process shall request that MADEP not include as conditions to the Section 401 Certifications conditions that are Inconsistent with this Settlement Agreement.

(3) Any recommendations of the Parties to FERC or other state or federal agencies with regulatory authority over the New Project Licenses, including but not limited to USFWS, NMFS, the Massachusetts Division of Fisheries and Wildlife, and MADEP, shall not be Inconsistent with this Settlement Agreement;

(4) Any information, comments, or responses to comments by the Parties in the context of relicensing of the Projects shall not be Inconsistent with this Settlement Agreement;

(5) The Parties shall use reasonable efforts to support FERC orders approving this Settlement Agreement and issuing New Project Licenses not Inconsistent with this Settlement Agreement in a timely manner;

(6) The Parties shall support, in all relevant regulatory proceedings in which they participate, regulatory actions not Inconsistent with this Settlement Agreement; and

(7) A Party may only use Material New Information to submit comments or recommendations Inconsistent with this Settlement Agreement if it believes in good faith that such information significantly undermines the Settlement Agreement, taken as a whole for the affected Party, and significantly affects the adequacy of the Recreation Management Plan under the FPA or other applicable law.

4.2.2 Biological Opinion and Incidental Take Statement Inconsistent with This Settlement Agreement

4.2.2.1 If any Biological Opinion or Incidental Take Statement issued by NMFS or USFWS pursuant to Section 7 of the ESA is Inconsistent with this Settlement Agreement, this Settlement Agreement shall be deemed modified to conform to the provisions of the Biological Opinion and Incidental Take Statement, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the Biological Opinion and Incidental Take Statement are filed with FERC.

4.2.2.2 The Disputing Party may, to the extent provided by applicable law, seek administrative and/or judicial review of any Biological Opinion or Incidental Take Statement that is Inconsistent with this Settlement Agreement. The Parties shall follow the dispute resolution process to the extent reasonably practicable while such administrative or judicial review is pursued.

4.2.2.3 Except as provided in Section 4.3.5.4 for omissions based on jurisdiction or if the Settlement Agreement is terminated pursuant to Section 6.5, if any Biological Opinion or Incidental Take Statement is Inconsistent with this Settlement Agreement after a final and non-appealable decision on the administrative or judicial action, this Settlement Agreement shall be deemed modified to conform to the final decision.

4.2.3 Section 401 Certifications Inconsistent with This Settlement Agreement

4.2.3.1 If the MADEP denies FirstLight's application for Section 401 Certification for either of the Projects, the Parties agree such denial shall be considered Inconsistent with this Settlement Agreement, unless (1) the denial is without prejudice, and (2) the denial is not based on a determination that the Recreation Management Plan measures are insufficient for MADEP to issue Section 401 Certifications. If the MADEP issues the Section 401 Certifications and any condition of a Section 401 Certification is Inconsistent with this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the Section 401 Certification, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the issuance of the Section 401 Certification.

4.2.3.2 The Disputing Party may, to the extent provided by applicable law, seek administrative and/or judicial review of any Section 401 Certification or denial of Section 401 Certification that is Inconsistent with this Settlement Agreement. The Parties shall follow the dispute resolution process to the extent reasonably practicable while such administrative and/or judicial review is pursued.

4.2.3.3 If any Party or non-party seeks administrative and/or judicial review of the Section 401 Certification, FirstLight or any Party may request that FERC hold the New Project Licenses in abeyance pending a final adjudication of the Section 401 Certification. Any Party objecting to such a request may oppose it, after complying with the dispute resolution procedures of this Settlement Agreement.

4.2.3.4 Except as provided in Section 4.3.5.4 for omission based on jurisdiction or if the Settlement Agreement is terminated pursuant to Section 6.5, if any condition of a Section 401 Certification is Inconsistent with this Settlement Agreement after a final and non-appealable decision on the administrative or judicial action, this Settlement Agreement shall be deemed modified to conform to the final decision.

4.3 New Project Licenses

4.3.1 Support for Issuance of New Project Licenses

The Parties shall support this Settlement Agreement in appropriate written communications to FERC, USFWS, NMFS, and MADEP. The Parties agree not to propose, support, or advocate proposed measures Inconsistent with this Settlement Agreement, except as specifically permitted herein.

4.3.2 Term of New Project Licenses

The Parties recognize the investment of funds associated with the terms of this Settlement Agreement and with the Flow and Fish Passage Settlement Agreement and support FirstLight's request for 50-year licenses to FERC.

4.3.3 Comments on the NEPA Document

The Parties shall comment on any measure recommended by FERC in its draft or final NEPA document which, if approved in the New Project Licenses, would be Inconsistent with this Settlement Agreement. Such comment(s) would aim to urge FERC to adopt the full settlement terms before the issuance of the New Project Licenses.

4.3.4 Measures Not to Be Included in New Project Licenses

The Parties shall request that measures and actions agreed to among the Parties as set forth in Appendix C (Off-License) not be incorporated in the New Project Licenses.

4.3.5 New Project Licenses Inconsistent with This Settlement Agreement

4.3.5.1 Consistency of Licenses with Settlement Agreement

If the New Project Licenses issued by FERC are Inconsistent with this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the inconsistency, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the date of the FERC order issuing license.

4.3.5.2 Disputing Inconsistencies

The Disputing Party may, in addition, if it is a party to the FERC relicensing proceeding, petition FERC for rehearing and seek judicial review of the New Project Licenses. If any Party, including FirstLight, or non-party seeks rehearing or judicial review of the New Project Licenses, FirstLight may seek a stay or an extension of time of any or all requirements of the New Project Licenses. Any Party objecting to such a request may oppose it, after complying with the dispute resolution procedures of this Settlement Agreement.

4.3.5.3 Modification of Agreement if Inconsistency

Except as provided in Section 4.3.5.4 for omission based on jurisdiction and Section 4.3.5.5 for inclusion based on jurisdiction, or if the Settlement Agreement is terminated pursuant to Section 6.5, if a provision in the Final New Project Licenses is Inconsistent with this Settlement Agreement, this

Settlement Agreement shall be deemed modified to conform to the final decision.

4.3.5.4 Omission Based on Jurisdiction

If the New Project Licenses do not contain all the measures included in the Recreation Management Plan because FERC expressly determines that it does not have jurisdiction to adopt or enforce the omitted measures, this Settlement Agreement shall not be deemed modified to conform to such omission, and such omission shall not be used as the basis for dispute among the Parties; provided that any measure that FERC excludes from the New Project Licenses based on a lack of jurisdiction shall be automatically included in Appendix C without material modification (including all funds needed to carry out or implement any such measure).

4.3.5.5 Inclusion Based on Jurisdiction or Section 401 Certification

If the New Project Licenses include measures stated in Appendix C of this Settlement Agreement because FERC determines that such measures are required to be included under the FPA and are within FERC's jurisdiction to enforce, or MADEP includes such measures as conditions of a Section 401 Certification, such action shall not be considered Inconsistent with this Settlement Agreement provided there is no material change to the measure other than its inclusion in the New Project Licenses. However, Parties may not assert in any regulatory forum including FERC or MADEP that any measures in Appendix C of this Settlement Agreement should be included in the New Project Licenses.

4.4 Cooperation Among Parties

The Parties shall cooperate in good faith in the implementation of this Settlement Agreement and the New Project Licenses.

4.5 Support for Implementation

Upon notification by FirstLight of the need therefore, the other Parties shall provide written communications (or orally, in the event written communication is impossible to obtain due to reasons outside a Party's control) of support in any administrative approval process required for implementation of this Settlement Agreement, subject to available Party resources.

4.6 Defense Against Measures Inconsistent with This Settlement Agreement

If a Party files a pleading or other document before FERC or another regulatory agency advocating a measure Inconsistent with this Settlement Agreement, whether prior to or following issuance of the New Project Licenses, any other Party may defend by: (1)

stating its opposition to the measure Inconsistent with this Settlement Agreement; (2) requesting that FERC or other regulatory agency disapprove the measure Inconsistent with this Settlement Agreement; and (3) explaining what offsetting measures should be included in and/or excluded from the New Project Licenses if the measure Inconsistent with this Settlement Agreement is approved.

4.7 Responsibility for Compliance with New Project Licenses

Upon acceptance of the New Project Licenses, FirstLight is ultimately responsible for compliance with the New Project Licenses. By entering into this Settlement Agreement, except as expressly provided herein, none of the other Parties is accepting any new or additional legal liability or responsibility for compliance with the obligations under the New Project Licenses. FirstLight shall not be excused from its duty to comply with the New Project Licenses due to a failure by any other Party, entity, or person to provide funding or carry out a duty, obligation, or responsibility it may have with respect to the Projects pursuant to other laws or agreements. Notwithstanding the foregoing, this Settlement Agreement does not alter or abrogate any duty, obligation, or responsibility that any other Party or person may have to provide such funding pursuant to other laws or agreements, nor does this Settlement Agreement prevent FirstLight or any other Party from seeking to enforce such duty, obligation, or responsibility. Further, FirstLight shall have no obligation to reimburse or otherwise pay any other Party for its assistance, participation, or cooperation in any activities pursuant to this Settlement Agreement of the New Project Licenses unless expressly agreed to by FirstLight or as required by law. In the event of administrative rehearing or judicial review, Parties shall bear their own costs and attorneys' fees.

4.8 Availability of Funds

Implementation of this Settlement Agreement by any Party other than FirstLight is subject to the availability of funds. In addition, implementation of this Settlement Agreement by any federal agency is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. Section 1341 *et seq.*

4.9 Implementation

4.9.1 Implementation Schedule

FirstLight shall ensure that implementation of the Recreation Management Plan is consistent with any schedule specified therein (as it may be modified by the New Project Licenses). FirstLight and other responsible Parties shall implement the measures stated in Appendix C consistent with the applicable schedules.

4.9.2 Permits

Upon acceptance of the New Project Licenses and FERC approval of the Recreation Management Plan, FirstLight shall apply for and use reasonable efforts to obtain in a timely manner and in final form all necessary federal, state,

regional, and local permits, licenses, authorizations, certifications, determinations, and other governmental approvals for purposes of implementing this Settlement Agreement and the New Project Licenses (“Permits”). The applications for such Permits shall be consistent with the terms of this Settlement Agreement. Each Party, upon FirstLight’s request, shall, subject to a Party’s available resources, use reasonable efforts to support FirstLight’s applications for Permits, and shall not file comments or recommend Permit conditions that are Inconsistent with this Settlement Agreement. FirstLight shall pay all fees required by law related to such Permits. The Parties shall work together and cooperate as appropriate during the permitting, environmental review, and implementation of this Settlement Agreement. FirstLight shall not be required by the Settlement Agreement to implement an action required under this Settlement Agreement or the New Project Licenses if a Permit has been denied or contains conditions that are materially Inconsistent with this Settlement Agreement, or until all applicable Permits required for that action are obtained. If a proceeding challenging any Permit required for the action has been commenced, FirstLight shall be under no obligation under this Settlement Agreement to implement the action or any related action until any such proceeding is terminated. In the event any Permit has been denied, FirstLight determines that the Permit contains conditions that are Inconsistent with this Settlement Agreement, or any Permit is not obtained in a timely manner, the Parties shall confer to evaluate the effect of such event on implementation of this Settlement Agreement and seek to develop actions to respond to that event. If the Parties do not agree on actions to respond to that event and nonperformance or prolonged delay in performance of one or more measures due to the event materially reduces the benefit of this Settlement Agreement, a Party may initiate dispute resolution, except that dispute resolution regarding denial of a Permit shall be restricted to the issue of actions to respond to that event. Nothing contained in this section shall be construed to limit FirstLight’s right to apply for a Permit before issuance of the New Project Licenses, provided that any such applications shall not be Inconsistent with this Settlement Agreement.

4.10 Reopener or Amendment of New Project Licenses

4.10.1 Limitation on Reopeners and Modifications

No Party to this Settlement Agreement may seek to modify or otherwise reopen the measures included in the Recreation Management Plan in a manner that is Inconsistent with this Settlement Agreement unless that Party, relying on Material New Information, reasonably demonstrates that such proposed modification or reopener fulfills a statutory, regulatory, or court ordered responsibility, or reasonably demonstrates that the New Project Licenses no longer comply with applicable law.

4.10.1.1 Notice of Proposed Reopener

Prior to seeking modification or reopener, a Party shall provide all Parties at least 90-day Notice to consider the Material New Information and that Party's position. A Party shall not be required to comply with this 90-day Notice provision if it reasonably believes an emergency situation exists. If a Party proposes a modification or reopener that another Party believes would be Inconsistent with this Settlement Agreement and objects, then the dispute resolution provisions of Section 5 apply, and the objecting Party must invoke dispute resolution during the 90-day Notice period or waive its objection.

4.10.2 Amendment of New Project Licenses

Nothing in this Settlement Agreement is intended, or shall be construed, to affect or limit the right of FirstLight to seek amendments of the New Project Licenses that are not Inconsistent with this Settlement Agreement.

4.10.2.1 Notice of Proposed License Amendment

Prior to filing any proposed license amendment that relates to a subject covered by this Settlement Agreement, including a temporary amendment, FirstLight shall provide the other Parties at least 90-day Notice of its intention to do so. At the request of any Party, FirstLight shall consult with any/all interested Parties regarding the need for and the purpose of the amendment. If a Party believes the proposed amendment is Inconsistent with this Settlement Agreement and objects, then the dispute resolution provisions in Section 5 apply, and the objecting Party must invoke dispute resolution within this 90-day Notice period or waive its objection. FirstLight shall not be required to comply with this 90-day Notice provision if it reasonably believes an emergency situation exists or if required to meet its responsibilities under applicable law or an order of an agency with jurisdiction over it.

4.10.2.2 Consultation on Amendments

Except as provided in the New Project Licenses or in the case of an emergency, FirstLight shall allow a minimum of 60 days for any Party to comment and to make recommendations before filing any application for a Project license amendment that relates to a subject covered by this Settlement Agreement and where consultation with Parties is required. If FirstLight does not adopt a recommendation or comment of a Party, it shall include in any filing with FERC copies of the comments/recommendations and an explanation as to why the comment/recommendation was not adopted.

4.10.2.3 Exception for FERC Compliance Directives

The notice and consultation requirements of this Section shall not apply to license amendments in connection with compliance matters under Section 4.11 below.

4.10.2.4 Parties' Option to Intervene in Amendment Proceeding

FirstLight shall not oppose, based on the issue of standing, an intervention request by any Party in a proceeding for a Project license amendment that the Party has concluded would be Inconsistent with this Settlement Agreement. The Parties acknowledge that intervention in the relicensing proceeding docket at FERC does not make the Party an intervenor in any post-licensing proceeding.

4.11 Compliance with FERC Project Safety and Other Directives

FirstLight expressly reserves the right to fully and timely comply with any FERC directive or compliance order, including but not limited to any requirement related to Project safety or security. In no instance will any action by FirstLight that is reasonably necessary or appropriate to comply with any such order or direction from FERC trigger the dispute resolution protocols of this Settlement Agreement or be construed as a breach of the Settlement Agreement or an action Inconsistent with this Settlement Agreement. FirstLight agrees to consult with relevant Parties to the extent practicable prior to taking action. All Parties reserve their rights to defend their interests at FERC.

4.12 Amendment of Settlement Agreement

This Settlement Agreement may be amended at any time through the term of the New Project Licenses plus the term(s) of any annual license(s) that may be issued after the New Project Licenses have expired, with the unanimous agreement of all Parties still in existence, including any successor thereto. The Party seeking amendment shall give each other Party at least 60-day prior written Notice. Such Notice shall state that failure of any Party, with the exception of FirstLight, to respond in writing or by electronic mail to the Notice within the applicable 60-day period shall be deemed to be an approval of such amendment. Any amendment of this Settlement Agreement shall be in writing and executed by the responding Parties.

5 Dispute Resolution

5.1 General Applicability

5.1.1 All disputes among the Parties regarding any Party's performance or compliance with this Settlement Agreement, including resolution of any disputes related to the New Project Licenses, Fishway Prescriptions, Biological Opinions, Section 401 Certifications, or Permits related to the New Project Licenses, shall

be subject to the dispute resolution process provided in this Section 5, unless otherwise specifically provided in this Settlement Agreement or required by applicable law. The Parties agree that disputes shall be brought in a prompt and timely manner.

5.1.2 The Disputing Parties shall devote such resources as are needed and as can be reasonably provided to resolve the dispute expeditiously.

5.1.3 The Disputing Parties shall cooperate in good faith to promptly schedule, attend, and participate in the dispute resolution.

5.1.4 Unless otherwise agreed among the Disputing Parties, each Disputing Party shall bear its own costs for its participation in this or any administrative dispute resolution process related to the Settlement Agreement.

5.1.5 Each Disputing Party shall promptly implement any resolution of the dispute.

5.1.6 The dispute resolution process in this Section does not preclude any Party from timely filing and pursuing an action for administrative or judicial relief of any FERC order, compliance matter, or other regulatory action related to the New Project Licenses, provided that any such Party shall pursue dispute resolution pursuant to this process as soon as practicable thereafter or concurrently therewith.

5.1.7 The Party initiating a dispute under this Section may notify FERC when dispute resolution proceedings are initiated relevant to the New Project Licenses. The Parties acknowledge that the initiation of dispute resolution proceedings shall have no effect on filing deadlines or applicable statutes of limitation before FERC.

5.2 Process

5.2.1 Dispute Initiation Notice

A Party claiming a dispute shall give Notice of the dispute. If the dispute includes a claim that a New Project License, or related regulatory approval, is Inconsistent with this Settlement Agreement, the Notice shall be issued within the applicable time periods specified in Section 4. Such Notice shall describe: (A) the matter(s) in dispute; (B) the identity of any other Party alleged to have not performed an obligation provided by the Settlement Agreement; and (C) the specific relief sought. The Parties agree that disputes shall be brought in a prompt and timely manner.

5.2.2 Informal Meetings

The Disputing Parties shall hold at least two informal meetings to resolve the dispute, commencing within 30 days after the Dispute Initiation Notice.

5.2.3 Mediation

If the dispute is not resolved in the informal meetings, the Disputing Parties shall decide whether to use a neutral mediator, such as FERC's Office of Dispute Resolution Services. The decision whether to pursue mediation shall be made within 20 days after conclusion of the informal meetings in Section 5.2.2. The Disputing Parties shall agree on an appropriate allocation of any costs of the mediator employed under this section. Mediation shall not occur if the Disputing Parties cannot agree on the allocation of costs. The Disputing Parties shall select a mediator within 30 days of the decision to pursue mediation, including the agreement of allocation of costs. The mediation process shall be concluded not later than 60 days after the mediator is selected. The above time periods may be shortened or lengthened upon mutual agreement of the Disputing Parties.

5.2.4 Dispute Resolution Notice

The Disputing Parties shall provide Notice of any resolution of the dispute achieved under Sections 5.2.2 and 5.2.3. The Notice shall: (A) restate the disputed matter, as initially described in the Dispute Initiation Notice; (B) describe the alternatives which the Disputing Parties considered for resolution; and (C) state whether resolution was achieved, in whole or part, and state the specific relief agreed-to as part of the resolution.

5.3 Enforcement of Settlement Agreement After Dispute Resolution

5.3.1 Enforcement Regarding New Project Licenses

A Disputing Party may seek administrative or judicial relief for an unresolved dispute regarding FirstLight's performance of its obligations under the New Project Licenses only after exhaustion of the dispute resolution process under Section 5, unless applicable processes require a filing for relief before dispute resolution can conclude. Any such relief shall be sought and obtained from FERC or other appropriate regulatory or judicial forum. No Party to the Settlement Agreement may seek damages for breach of the Recreation Management Plan, whether before or after acceptance of the New Project Licenses.

5.3.2 Enforcement Regarding Contractual Obligations

A Disputing Party may seek administrative or judicial relief for breach of a contractual obligation established by this Settlement Agreement only after exhaustion of the dispute resolution process in Section 5. Venue for such action

shall lie in a court with jurisdiction located in the Commonwealth of Massachusetts. In such action, a Disputing Party may only seek specific performance of the contractual obligation or other equitable relief. No Party shall be liable for damages for such breach of contractual obligations. Nothing in this agreement waives the sovereign immunity of the United States, or the Commonwealth of Massachusetts, or any political subdivisions thereof, or constitutes a waiver of any statutory or common law immunity or consent to suit by either a sovereign or any Party in any manner not otherwise provided for by law.

6 Withdrawal from Settlement Agreement

6.1 Withdrawal of Party from Settlement

A Party may withdraw from this Settlement Agreement only if (1) it objects to a Biological Opinion, CWA 401 Certification, or FERC order issuing a New Project License that is Inconsistent with this Settlement, (2) it has complied with the required dispute resolution procedures stated in Section 5 to attempt to resolve the objection, and (3) the objection is to a CWA 401 Certification or FERC order issuing a New Project License, that Party does not file for appeal of the inconsistency. If the Party files an appeal to resolve the inconsistency, that Party may not withdraw until its appeal is concluded and the inconsistency remains uncured. In addition, FirstLight may withdraw as provided in Section 6.2. A Party that withdraws will provide Notice of withdrawal, including its basis for withdrawal.

6.2 Withdrawal of FirstLight from Settlement Agreement Prior to Acceptance of the New Project Licenses

In addition to the provisions of Section 6.1, prior to the acceptance of the New Project Licenses, FirstLight may withdraw from this Settlement Agreement if a Party withdraws from this Settlement Agreement and FirstLight determines, after providing the remaining Parties a reasonable opportunity to meet and discuss the matter with FirstLight, that the withdrawal: (1) may adversely affect the likelihood of NMFS or USFWS issuing a Fishway Prescription or Biological Opinion that is consistent with this Settlement Agreement, (2) may adversely affect the likelihood of MADEP issuing a CWA 401 Certification that is consistent with this Settlement Agreement, (3) may adversely affect the likelihood of FERC issuing a license that is consistent with this Settlement Agreement, or (4) substantially diminishes the value of this Settlement Agreement for FirstLight. FirstLight shall give Notice identifying the reason for withdrawal within 30 days of its knowledge of the event creating the right to withdraw.

6.3 Effective Date of Withdrawal

Withdrawal by a Party shall become effective 10 calendar days after Notice is given by the withdrawing Party.

6.4 Continuity After Withdrawal

The withdrawal of a Party, other than FirstLight, does not automatically terminate this Settlement Agreement for the remaining Parties. If a Party withdraws from this Settlement Agreement, the withdrawing Party shall not be bound by any term contained in this Settlement Agreement, except as provided in this section and in Section 2.3. The withdrawing Party shall not use any documents and communications related to the development, execution, and submittal of this Settlement Agreement to FERC as evidence, admission, or argument in any forum or proceeding for any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. § 385.606. This provision does not apply to any information that was in the public domain prior to the development of this Settlement Agreement or that became part of the public domain at some later time through no unauthorized act or omission by any Party. This provision does not apply to: (1) any information held by a federal agency that is not protected from disclosure pursuant to the Freedom of Information Act or other applicable law; or (2) any information held by a state or local agency that is not protected from disclosure pursuant to M.G.L. ch. 66 §§ 10-10B or other applicable state or federal law. The withdrawing Party shall continue to maintain the confidentiality of all settlement communications to the extent permitted by applicable law.

6.5 Termination of Settlement Agreement

This Settlement Agreement shall terminate as to all Parties and have no further force or effect upon expiration of the New Project Licenses and any annual licenses issued after expiration thereof, upon withdrawal from this Settlement Agreement by FirstLight or upon FirstLight's decision not to affirmatively accept the New Project Licenses, or upon FERC issuing an order approving FirstLight's surrender of one or both of the New Project Licenses. Upon termination, all documents and communications related to the development, execution, and submittal of this Settlement Agreement to FERC shall not be used as evidence, admission, or argument in any forum or proceeding for any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. § 385.606. This provision does not apply to any information that was in the public domain prior to the development of this Settlement Agreement or that became part of the public domain at some later time through no unauthorized act or omission by any Party. This provision does not apply to: (1) any information held by a federal agency that is not protected from disclosure pursuant to the Freedom of Information Act or other applicable law; or (2) any information held by a state or local agency that is not protected from disclosure pursuant to M.G.L. ch. 66 §§ 10-10B or other applicable state or federal law. Notwithstanding the termination of this Settlement Agreement, all Parties shall continue to maintain the confidentiality of all settlement communications to the extent permitted by applicable law, and all Parties remain subject to Section 2.3 of this Settlement Agreement.

7 **General Provisions**

7.1 Non-Severable Terms of Settlement Agreement

The terms of this Settlement Agreement are not severable one from the other. This Settlement Agreement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire Settlement Agreement. If a court of competent jurisdiction rules that any provision in Sections 1 through 8.2 of this Settlement Agreement is invalid, this Settlement Agreement is deemed modified to conform to such ruling, unless a Party objects. If a Party objects, the other Parties agree to meet and confer regarding the continued viability of this Settlement Agreement.

7.2 No Third-Party Beneficiaries

This Settlement Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, and shall not authorize any non-Party to maintain a suit at law or equity pursuant to this Settlement Agreement. The duties, obligations, and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law.

7.3 Successors and Assigns

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their successors and approved assigns, unless otherwise specified in this Settlement.

7.3.1 Assignment

Any voluntary assignment by a Party shall not be effective unless approved by FirstLight, which approval shall not be unreasonably withheld. A partial assignment is not permitted. After FirstLight's approval of the assignment, the assignee shall sign the Settlement Agreement and become a Party.

7.3.2 Succession

In the event of succession between public agencies, whether by statute, executive order, or operation of law, the successor agency shall become a Party to and be bound by the terms of this Settlement Agreement, to the extent permitted by law.

7.3.3 Continuation of Certain Obligations

7.3.3.1 Upon completion of a succession or assignment, the initial Party shall no longer be a Party. It shall continue to be bound by Sections 2.3, 6.4, 6.5, 7.2, and 7.3. The initial Party shall not take any action adverse to the Settlement Agreement, or the New Project Licenses to the extent they incorporate the Settlement Agreement.

7.3.3.2 No change in ownership of the Project or transfer of the existing or New Project Licenses by FirstLight shall in any way modify or otherwise affect any other Party's rights or obligations under this Settlement Agreement. Unless prohibited by applicable law, FirstLight shall require in any transaction for a change in ownership of the Projects or transfer of the existing or New Project Licenses, that such new owner shall be bound by, and shall assume all of the rights and obligations of FirstLight under this Settlement Agreement upon completion of the change of ownership and approval by FERC of the license transfer.

7.3.4 Notice

FirstLight transferring pursuant to Section 7.3.3.2 or an assigning Party shall provide Notice to the other Parties at least 30 days prior to the proposed effective date of such transfer or assignment.

7.4 Extension of Time; Inability to Perform

7.4.1 Obligations under New Project Licenses

7.4.1.1 Extension of Time

If FirstLight has good cause, consistent with FERC's standard in 18 C.F.R. § 385.2008, to seek an extension of time to fulfill an obligation under the New Project Licenses, it may file with FERC such a request after consulting with the relevant Parties. The Parties acknowledge that FERC's standard for any such request shall apply. If any Party provides Notice that it disputes the good cause for extension, FirstLight and the Disputing Party shall follow the dispute resolution process in Section 5 of this Settlement Agreement. If the dispute cannot be timely resolved by such process, FirstLight may proceed with its request, if it has not done so already, and any Disputing Party may oppose the request.

7.4.1.2 Inability of FirstLight to Perform

If FirstLight is unable to perform an obligation under the New Project Licenses due to an event or circumstances beyond its reasonable control, FirstLight may file with FERC an appropriate request for relief. The Parties acknowledge that FERC's standard for any such request shall apply. If any Party provides Notice that it disputes the non-performance, FirstLight and the Disputing Party shall follow the dispute resolution process in Section 5 of this Settlement Agreement. If the dispute cannot be timely resolved by such process, FirstLight may proceed with its request to FERC, if it has not done so already, and any Disputing Party may oppose its request.

7.4.2 Contractual Obligations

No Party shall be liable to the other, or be deemed to be in breach of this Settlement Agreement, for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, unusually severe weather, or unforeseen breakdown or failure of the Project works for the period of time necessary to cure. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the Party whose performance is affected notifies the others as provided in Section 7.4.3.

7.4.3 Notice of Delay or Inability to Perform

The Party whose performance of an obligation under this Settlement Agreement is affected by any delay or inability to perform under Section 7.4 shall provide Notice as soon as reasonably practicable. This Notice shall include: (1) a description of the event causing the delay or anticipated delay; (2) an estimate of the anticipated length of the delay; (3) a description of the measures taken or to be taken to avoid or minimize the delay; and (4) a proposed timetable for the implementation of the measures or performance of the obligation. The affected Party shall make all reasonable efforts to promptly resume performance of the obligation. It shall provide Notice when it resumes performance of the obligation.

7.5 Governing Law

The New Project Licenses and any other terms of this Settlement Agreement over which a federal agency has statutory or regulatory jurisdiction shall be governed, construed, and enforced in accordance with such authorities. This Settlement Agreement shall otherwise be governed and construed under the laws of the Commonwealth of Massachusetts. By executing this Settlement Agreement, no federal agency is consenting to the jurisdiction of a state court unless such jurisdiction otherwise exists. All activities undertaken pursuant to this Settlement Agreement shall be in compliance with all applicable law.

7.6 Elected Officials Not to Benefit

No elected officials shall be entitled to any share or part of this Settlement Agreement or to any benefit that may arise from it.

7.7 No Partnership

Except as otherwise expressly set forth herein, this Settlement Agreement does not and shall not be deemed to make any Party the agent for, partner of, or joint venturer with any other Party.

7.8 Reference to Regulations

Any reference in this Settlement Agreement to any federal or state regulation shall be deemed to be a reference to such regulation, or successor regulation, in existence as of the date of the action at the time in question.

7.9 Notice

Except as otherwise provided in this Section, any Notice required by this Settlement Agreement shall be written. Notice shall be sent to all Parties still in existence and, as applicable, filed with FERC. For the purpose of this Settlement Agreement and unless otherwise specified, a Notice shall be effective upon receipt, but if provided by U.S. Mail, seven (7) business days after the date on which it is mailed. The Parties agree that if practicable, electronic mail or fax are the preferred methods of providing Notice under this Settlement Agreement. When this Settlement Agreement requires Notice in fewer than seven (7) business days, Notice shall be provided by telephone, fax, or electronic mail and shall be effective when provided. For the purpose of Notice, the list of authorized representatives of the Parties as of the Effective Date is attached as Appendix D. FirstLight shall keep the names and contact information for the Parties to this Settlement Agreement. The Parties shall provide Notice of any change in the authorized representatives designated in Appendix D, and FirstLight shall maintain the current distribution list of such representatives. The Parties agree it is their responsibility to keep FirstLight informed of their current address, telephone, fax, and electronic mail information, and that failure to provide FirstLight with current contact information will result in a waiver of that Party's right to Notice under this Settlement Agreement.

7.10 Section Titles for Convenience Only

The titles for the Sections of this Settlement Agreement are used only for convenience of reference and organization and shall not be used to modify, explain, or interpret any of the provisions of this Settlement Agreement or the intentions of the Parties. This Settlement Agreement has been jointly drafted by the Parties and therefore shall be construed according to its plain meaning and not for or against any Party.

7.11 Entire Agreement

This Settlement Agreement and its Appendices A-E shall exclusively constitute the entire agreement among the Parties, superseding all oral, written, or other understandings and agreements.

8 Execution of Settlement Agreement

8.1 Signatory Authority

Each signatory to this Settlement Agreement certifies that he or she is authorized to execute this Settlement Agreement and to legally bind the Party he or she represents, and

that such Party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such Party.

8.2 Signing in Counterparts

This Settlement Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Settlement Agreement may be detached from any counterpart of this Settlement Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Settlement Agreement identical in form hereto but having attached to it one or more signature pages.

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

FirstLight MA Hydro LLC and Northfield Mountain LLC,



Date: 5/25/2023

By: Justin Trudell, COO

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

National Park Service

K Fellner

Date: 5/15/2023

By: Kelly Fellner

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Massachusetts Department of Conservation and Recreation

A handwritten signature in cursive script, appearing to read "Ben G.", is written above a horizontal line.

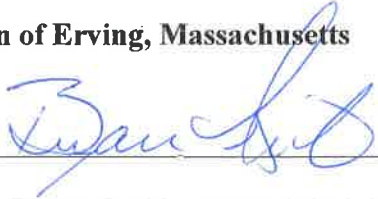
Date: 6.8.23

By:

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Town of Erving, Massachusetts



Date: May 22, 2023

By: Bryan Smith, Town Administrator

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Town of Gill, Massachusetts

Ray Purington

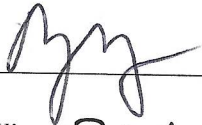
Date: June 5, 2023

By: Ray Purington
Town Administrator

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Town of Montague, Massachusetts



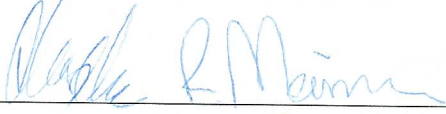
Date: May 15, 2023

By: Richard Kuklewicz
Selectboard Chairman

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Town of Northfield, Massachusetts



Date: May 16th, 2023

By:

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

American Whitewater



Date: 5/10/2023

By: Robert Nasdor
Northeast Stewardship & Legal Director
American Whitewater

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Appalachian Mountain Club

Nicole Zussman

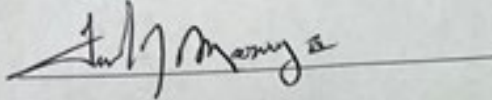
Date: 5/10/2023

By: Nicole Zussman, President & CEO of Appalachian Mountain Club

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Crab Apple Whitewater, Inc.

_____

By:

Date: 5-18-23

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

New England FLOW

New England FLOW

Date: 6/7/23

By: Thomas J. Christopher
Secretary/Director

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Zoar Outdoor

Janet Cowie

By:

Date: 5/9/2023

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Access Fund

 _____

Date: 05/08/2023

By: *Zachary Lesch-Huie*



IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Franklin Regional Council of Governments



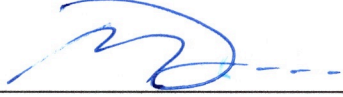
Date: 5/18/23

By:

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have caused this Recreation Settlement Agreement to be executed as of the date set forth in this Recreation Settlement Agreement.

Western Massachusetts Climbers Coalition



Date: 05.05.2023

By: Pamela Matsuda-Dunn

**Appendix A - Proposed License Article on Recreation to be Included in the New
Turners Falls Hydroelectric Project License**

Draft License Article

Article A100. Recreation Management Plan

The Licensee shall implement the Recreation Management Plan dated May 2023.

**Appendix B - Proposed License Article on Recreation to be Included in the New
Northfield Mountain Pumped Storage Project License**

Draft License Article

Article B100. Recreation Management Plan

The Licensee shall implement the Recreation Management Plan dated May 2023.

Appendix C - Measures Agreed to Among the Parties But Not to be Included in New Project Licenses

RECREATION

Section C101. Pocket Park

Within 3 years of license issuance, the Licensee shall install a pocket park at a location to be determined in the town of Northfield, or an equivalent investment for a single river access point in consultation with the signatories of the Recreation Settlement Agreement. This may include signage for historical and cultural interpretation. The pocket park will be in Northfield; the access point may or may not be in the town of Northfield.

Section C102. Farley Ledges Conservation Restriction

Farley Ledges is a rock climbing area on the eastern side of Northfield Mountain, a portion of which is owned by the Licensee and currently within the Northfield Mountain Project FERC-licensed project boundary. Licensee shall use diligent and commercially reasonable efforts to grant and record a conservation restriction pursuant to M.G.L. c. 184, § 31 (the “Farley CR”) for the purpose of permanently conserving, for recreational purposes, that portion of Farley Ledges owned by Licensee and which Licensee intends to remove from the project boundary as shown in Figure 1 (the “CR Property”). The Licensee will seek FERC approval to revise the project boundary to exclude the portion of Farley Ledges shown in Figure 1 for the purpose of facilitating potential conveyance of property rights under the CR to a third party. The Parties recognize that any conveyance of property rights to a third party may require FERC approval if FERC declines to revise the project boundary to exclude Farley Ledges. The Farley CR shall specifically permit the CR Property to be used for climbing among other defined recreation uses. If, prior to granting the Farley CR, Licensee conveys its interest in any portion of the CR Property to a third party, such conveyance shall be made subject to restrictions, expressly enforceable in gross by any Party to this Agreement, requiring the grantee to (x) make the conveyed property available for public climbing among other defined recreation uses (on substantially the same terms and scope as would be in effect if the Farley CR had been established) and (y) use diligent efforts to encumber the conveyed property with a conservation restriction substantially similar to the Farley CR.

The Licensee shall consult the town of Erving and the Massachusetts Department of Conservation and Recreation regarding the details of the Farley CR, which consultation will be completed within two years after license issuance. Parties intend that the Farley CR will be recorded against the Property no later than six years after FERC license issuance, and Licensee agrees to employ diligent and commercially reasonable efforts to meet that deadline.

If despite these efforts the Farley CR is not in place within six years after FERC license issuance and Licensee has not first conveyed the Property to a third party subject to the conditions specified above, then Licensee shall record an easement or reasonably equivalent instrument that permits the public to access the Property for climbing and other defined recreational uses to an extent and in a manner substantially equivalent to the rights that would have been conferred to the public in the Farley CR.

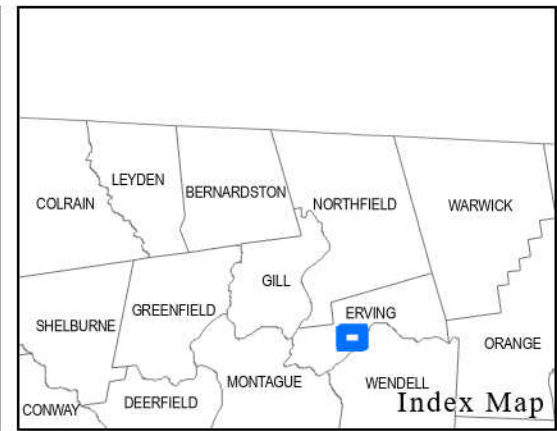
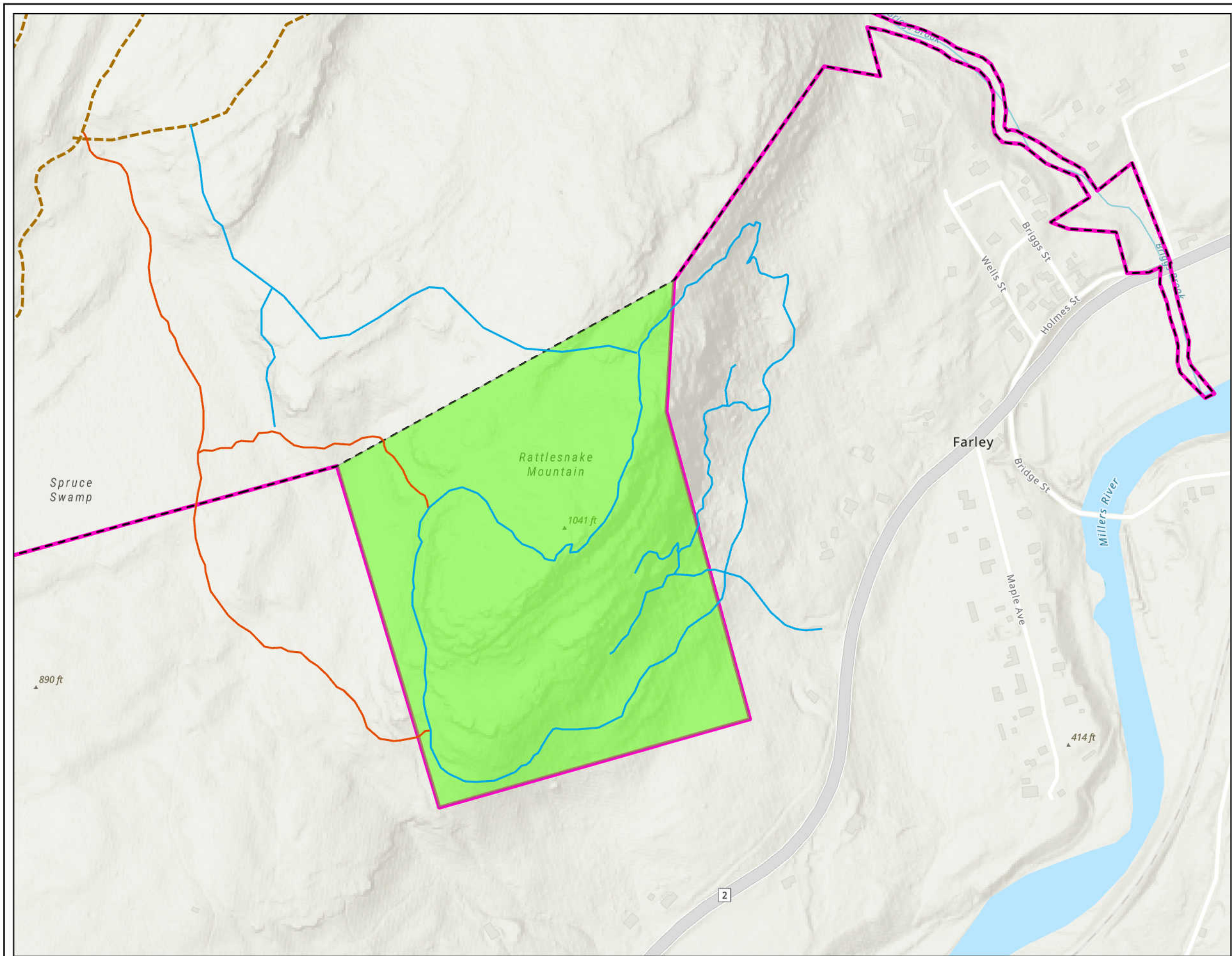
Section C103. Recreation Advisory Group and Recreation Management Plan

The Licensee shall form and chair a Recreation Advisory Group (“RAG”) and shall convene meetings of the RAG (“RAG Meeting”) no less than annually, with the first RAG Meeting to occur within one year of license issuance. Members of the RAG (“RAG Members”) will include signatories to the Recreation

Settlement Agreement, provided that any such signatory may elect not to be a RAG Member by submitting written notice to the Licensee. The purpose of the RAG Meetings shall be to discuss recreation use and operation and maintenance needs at all Project Recreation Facilities included in the Recreation Management Plan.

Section C104. Advertising

Starting one year after license issuance, the Licensee shall coordinate promoting its Turners Falls and Northfield Mountain Project facilities with local communities and organizations and improve its digital presence. The Licensee shall work with the RAG to identify the targeted audiences for this outreach, including Environmental Justice 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.



FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Figure 1.
 Proposed Northfield Mountain
 Project Boundary Adjustments
 around Farley Ledges

Legend

- Project Trails
- Non-Project Trails
- WMCC Trail
- Potential Rescue Route
- Current FERC Project Boundaries
- Proposed FERC Project Boundary
- Farley Conservation Restriction



Service Layer Credits: World Topographic Map, Esri Community Maps Contributors, MassGIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA
 World Hillshade: Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



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Appendix D - Authorized Representatives of the Parties

FirstLight MA Hydro LLC

Northfield Mountain LLC

Justin Trudell
Chief Operating Officer
FirstLight Power
111 Soth Bedford Street, Suite 103
Burlington, MA 01803
Phone: 781-653-4247
Email: justin.trudell@firstlightpower.com

Access Fund

Zachary Lesch-Huie
Vice President of Programs & Acquisitions
Access Fund
PO Box 17010
Boulder, CO 80308
Phone: 303-545-6772
Email: zachary@accessfund.org

American Whitewater

Bob Nasdor
Northeast Stewardship & Legal Director
American Whitewater
65 Blueberry Hill Lane
Sudbury, MA 01776
Phone: 617-584-4566
Email: bob@americanwhitewater.org

Appalachian Mountain Club

Mark Zakutansky
Director of Conservation Policy Engagement
Appalachian Mountain Club
45 Jordan Road, PO Box 527
Albrightsville, PA 18210
Phone: 610-868-6915
Email: mzakutansky@outdoors.org

Crab Apple Whitewater, Inc.

Frank Mooney
River Manager/Ownership Family
Crab Apple Whitewater, Inc.
PO Box 295
Charlemont, MA 01370
Phone: 413-824-1842
Email: frank@crabapplewhitewater.com

Franklin Regional Council of Governments

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Appendix E - Recreation Management Plan

Recreation Settlement Agreement

Recreation Management Plan

Turners Falls Hydroelectric Project (FERC Project Number 1889)
Northfield Mountain Pumped Storage Project (FERC Project Number 2485)



MAY 2023

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LIST OF ABBREVIATIONS

ADA	Americans with Disabilities Act
AIP	Agreement in Principle
AMC	Appalachian Mountain Club
AW	American Whitewater
CFR	Code of Federal Regulations
CMR	Code of Massachusetts Regulations
Conte Lab	U.S. Geological Survey's Conte Anadromous Fish Laboratory
FERC	Federal Energy Regulatory Commission
FirstLight	FirstLight MA Hydro LLC and Northfield Mountain LLC
FRCOG	Franklin Regional Council of Governments
GRH	Great River Hydro
HPMP	Historic Properties Management Plan
MA	Massachusetts
MDCR	Massachusetts Department of Conservation and Recreation
MDFW	Massachusetts Division of Fisheries and Wildlife
Northfield Mountain Project	Northfield Mountain Pumped Storage Project
NH	New Hampshire
NHESP	Natural Heritage and Endangered Species Program
NMFS	National Marine Fisheries Service
NMTTC	Northfield Mountain Tour and Trail Center
NPS	National Park Service
NRF	Naturally Routed Flow
OSRP	Open Space and Recreation Plans
PM&E	Protection, Mitigation and Enhancement
RMP	Recreation Management Plan
TFI	Turners Falls Impoundment
Turners Falls Project	Turners Falls Hydroelectric Project
USGS	United States Geological Survey
VT	Vermont
WMCC	Western Massachusetts Climbers Coalition

1 INTRODUCTION AND BACKGROUND

A single Recreation Management Plan (RMP) has been developed for the Turners Falls Hydroelectric Project (Turners Falls Project, FERC No. 1889) and the Northfield Mountain Pumped Storage Project (Northfield Mountain Project, FERC No. 2485). FirstLight MA Hydro LLC and Northfield Mountain LLC (referred to collectively in this document as FirstLight) own the Turners Falls Project and Northfield Mountain Project. In this RMP, FirstLight has separated what recreation facilities are part of the Turners Falls Project and Northfield Mountain Project.

1.1 Turners Falls Project

The Turners Falls Project is located on the Connecticut River in the states of Massachusetts (MA), New Hampshire (NH), and Vermont (VT). It includes the Turners Falls Dam, which creates the approximate 20-mile-long Turners Falls Impoundment (TFI). Below the dam are two FirstLight hydroelectric projects including Station No. 1 and Cabot Station. The Project Boundary includes the TFI and the reach below the dam. The lands and waters within the Turners Falls Project Boundary provide a variety of recreational activities, such as walking, hiking, angling, boating, camping, biking, and picnicking.

1.2 Northfield Mountain Project

The Northfield Mountain Project is located adjacent to the Connecticut River and uses the TFI as its lower reservoir. It includes an Upper Reservoir, intake, underground powerhouse, tailrace tunnel and tailrace into the TFI. The Project Boundary includes the TFI and the area around Northfield Mountain. The land and water in the Project Boundary provide a variety of recreational activities, such as walking, hiking, cross-country skiing, snowshoeing, angling, boating, camping, biking, rock climbing, and picnicking.

1.3 Agreement in Principle and Recreation Settlement Agreement

Between September 2021 and February 2022, FirstLight and recreation stakeholders met to discuss recreation needs in the Turners Falls and Northfield Mountain Project area. On February 2, 2022, FirstLight and recreation stakeholders reached an Agreement-in-Principle (AIP) on recreation related issues on both Projects. The AIP addresses various recreation issues including, but not limited to, new recreation facilities having Americans with Disabilities Act (ADA) accessibility, upgrades to existing recreation facilities, establishing a website to post real-time flow and forecasted flow information, and establishing conservation easements/restrictions. Also, as part of this AIP, FirstLight and the recreation stakeholders agreed to file a revised RMP for the Turners Falls and Northfield Mountain Projects reflecting the agreements in the AIP as part of a Recreation Settlement Agreement. The revised RMP was updated based on stakeholder input when the Recreation Settlement Agreement was finalized. This revised single RMP replaces the separate RMPs filed with the Federal Energy Regulatory Commission (FERC) as part of the Amended Final License Application in December 2020.

The purpose of this revised RMP is to guide FirstLight's management and maintenance of recreation facilities at the Turners Falls and Northfield Mountain Projects over the new license term consistent with the AIP and FERC's requirements to provide adequate public access to Project lands and waters.

2 PROJECT DESCRIPTIONS

2.1 Turners Falls Project

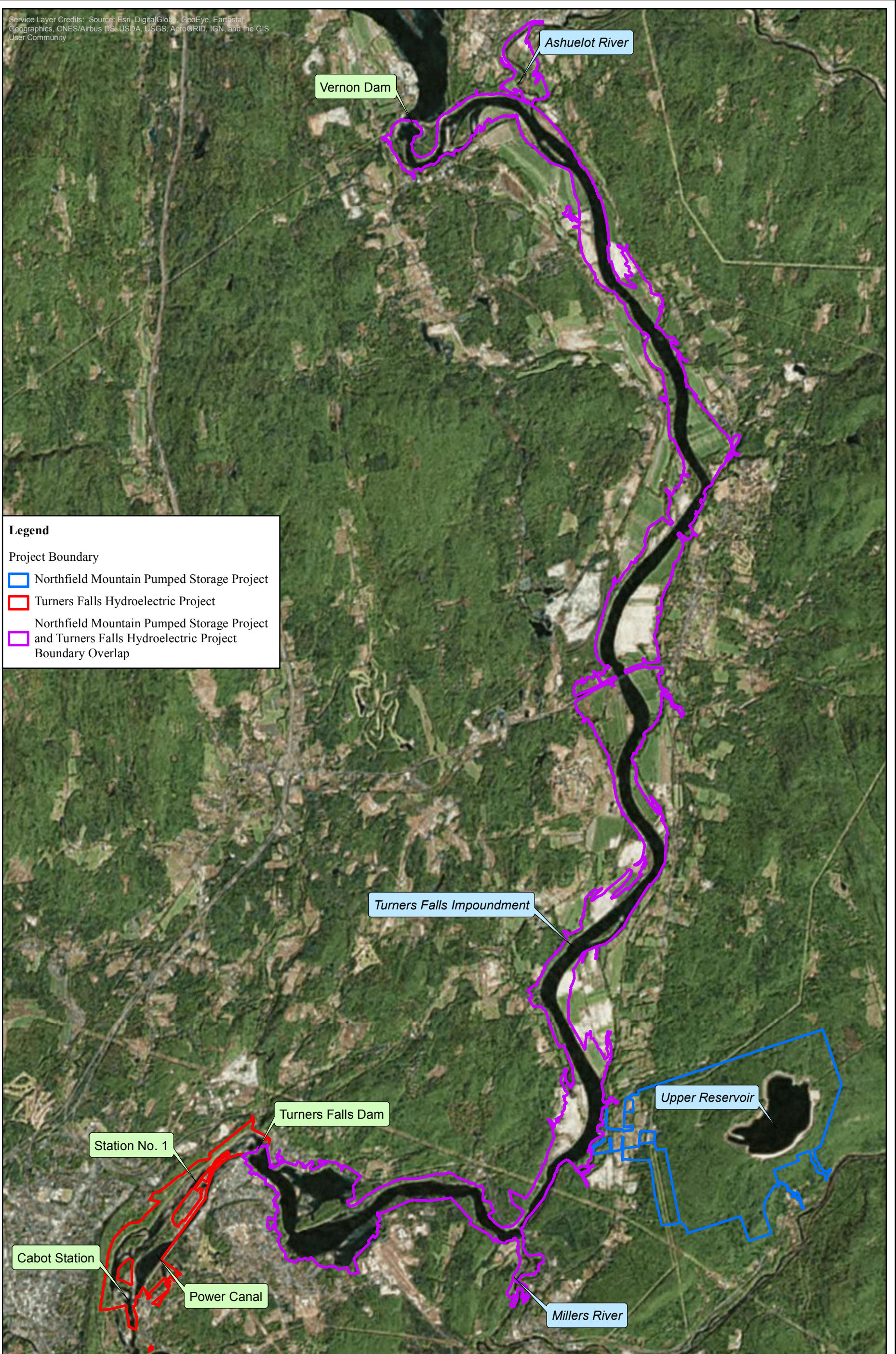
The Turners Falls Project is located on the Connecticut River in the states of MA, NH, and VT. The TFI serves as the lower reservoir for the Northfield Mountain Project. The Project Boundary is shown on [Figure 2.1-1](#) and overlaps with the Northfield Mountain Project Boundary along nearly the entire perimeter of the TFI. The TFI is a shared Project feature with the Northfield Mountain Project. The greater portion of the Turners Falls Project, including developed facilities and most of the lands within the Turners Falls Project Boundary, is located in Franklin County, MA; specifically, in the towns of Erving, Gill, Greenfield, Montague and Northfield. The northern reaches of the shared Project Boundary (TFI) extend into the towns of Hinsdale, in Cheshire County, NH, and Vernon, in Windham County, VT. The TFI extends upstream to the base of Great River Hydro's (GRH) Vernon Hydroelectric Project and Dam (FERC No. 1904). The discharges from GRH's Vernon Project comprise approximately 87% of the drainage area at the Turners Falls Project.

Key Turners Falls Project features are shown in [Figure 2.1-2](#) and consist of the following: a) two individual concrete gravity dams separated by an island; b) a gatehouse controlling flow to the power canal; c) a power canal and a short branch canal leading to Station No. 1; d) two hydroelectric powerhouses, located on the power canal, known as Station No. 1 and Cabot Station; e) a bypassed section of the Connecticut River and f) three fish ladders including the Cabot fish ladder, Spillway fish ladder and Gatehouse fish ladder. Note that as part of the next license, the Cabot fish ladder will be retired and the existing Spillway fish ladder will be replaced with a Spillway Lift.

2.2 Northfield Mountain Project

The Northfield Mountain Project is a pumped-storage facility located on the Connecticut River in MA that uses the TFI as its lower reservoir. The Northfield Mountain Project Boundary is also shown on [Figure 2.1-1](#), which overlaps with the Turners Falls Project Boundary along nearly the entire perimeter of the TFI, but it does not include the Turners Falls Dam. The greater portion of the Northfield Mountain Project, including developed facilities and most of the lands within the Northfield Mountain Project Boundary, are located in Franklin County, MA; specifically, in the towns of Erving, Gill, Montague and Northfield.

Key Northfield Mountain Project features are shown in [Figure 2.2-1](#) and consist of the following: a) Upper Reservoir dam/dikes, b) an intake channel, pressure shaft, c) an underground powerhouse and d) a tailrace tunnel. The tailrace is located approximately 5.2 miles upstream of Turners Falls Dam, on the east side of the TFI. Note that as part of the next license, a barrier net will be installed around the tailrace/intake.



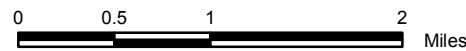
Legend

Project Boundary

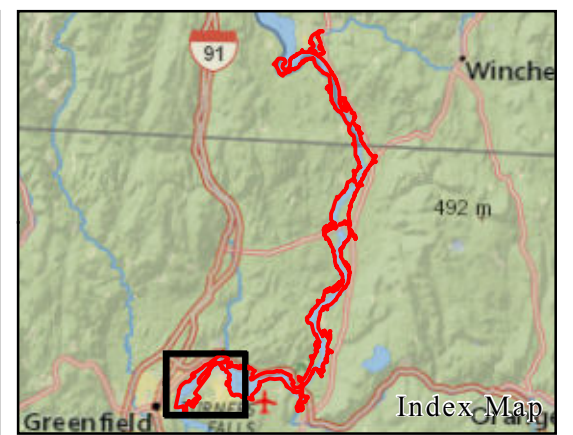
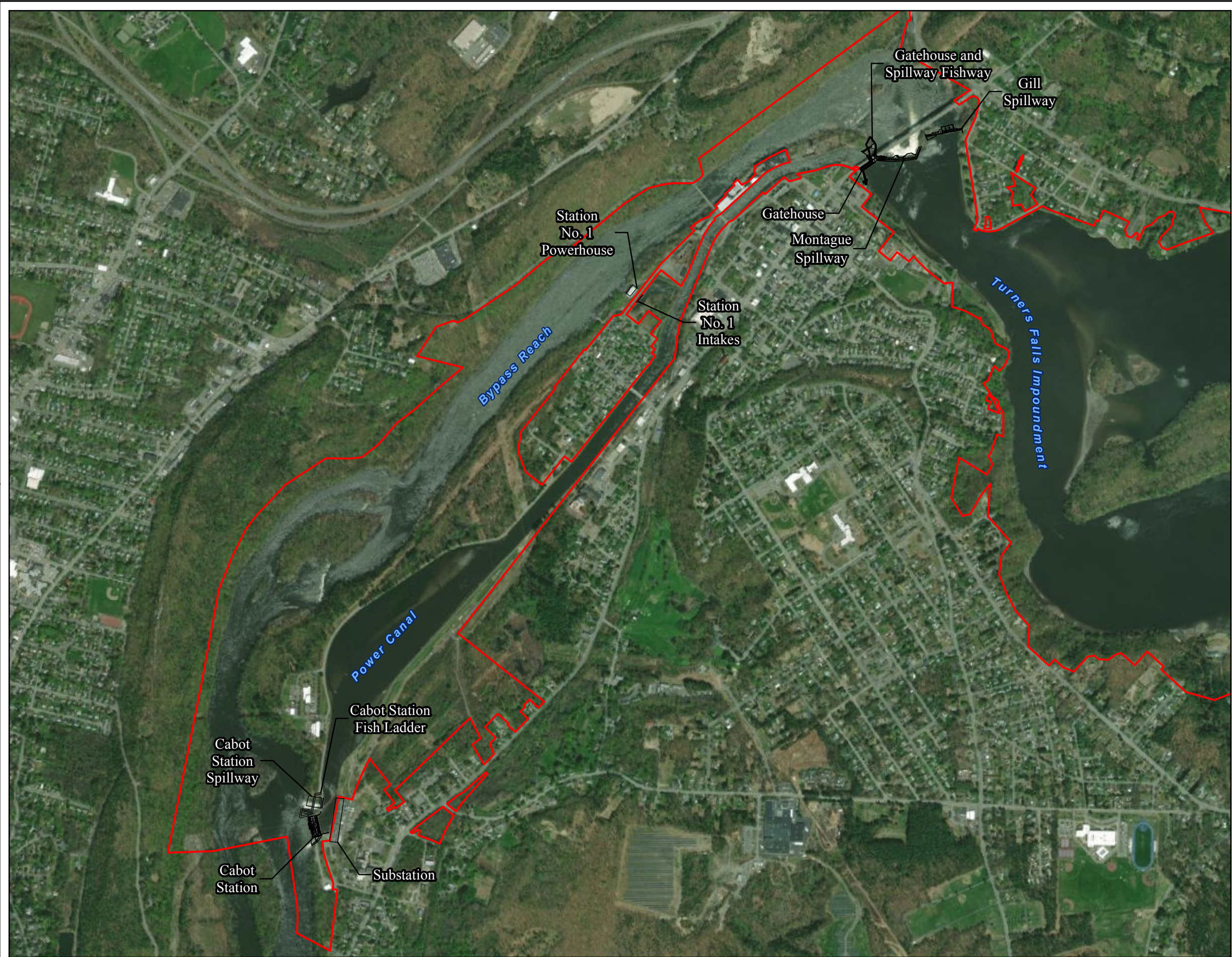
- Northfield Mountain Pumped Storage Project
- Turners Falls Hydroelectric Project
- Northfield Mountain Pumped Storage Project and Turners Falls Hydroelectric Project Boundary Overlap



Turners Falls Hydroelectric Project (No. 1889)
Northfield Mountain Pumped Storage Project (No. 2485)
Recreation Management Plan




**Figure 2.1-1:
Turners Falls Hydroelectric Project and
Northfield Mountain Pumped Storage
Project- Project Boundary Map**




Turners Falls Hydroelectric Project (No. 1889)
 Northfield Mountain Pumped Storage Project (No. 2485)
 Recreation Management Plan

Figure 2.1-2:
 Turners Falls Hydroelectric Project Features

Legend

 Project Boundary

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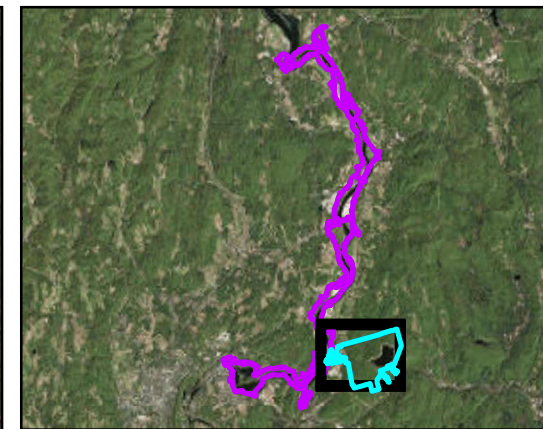
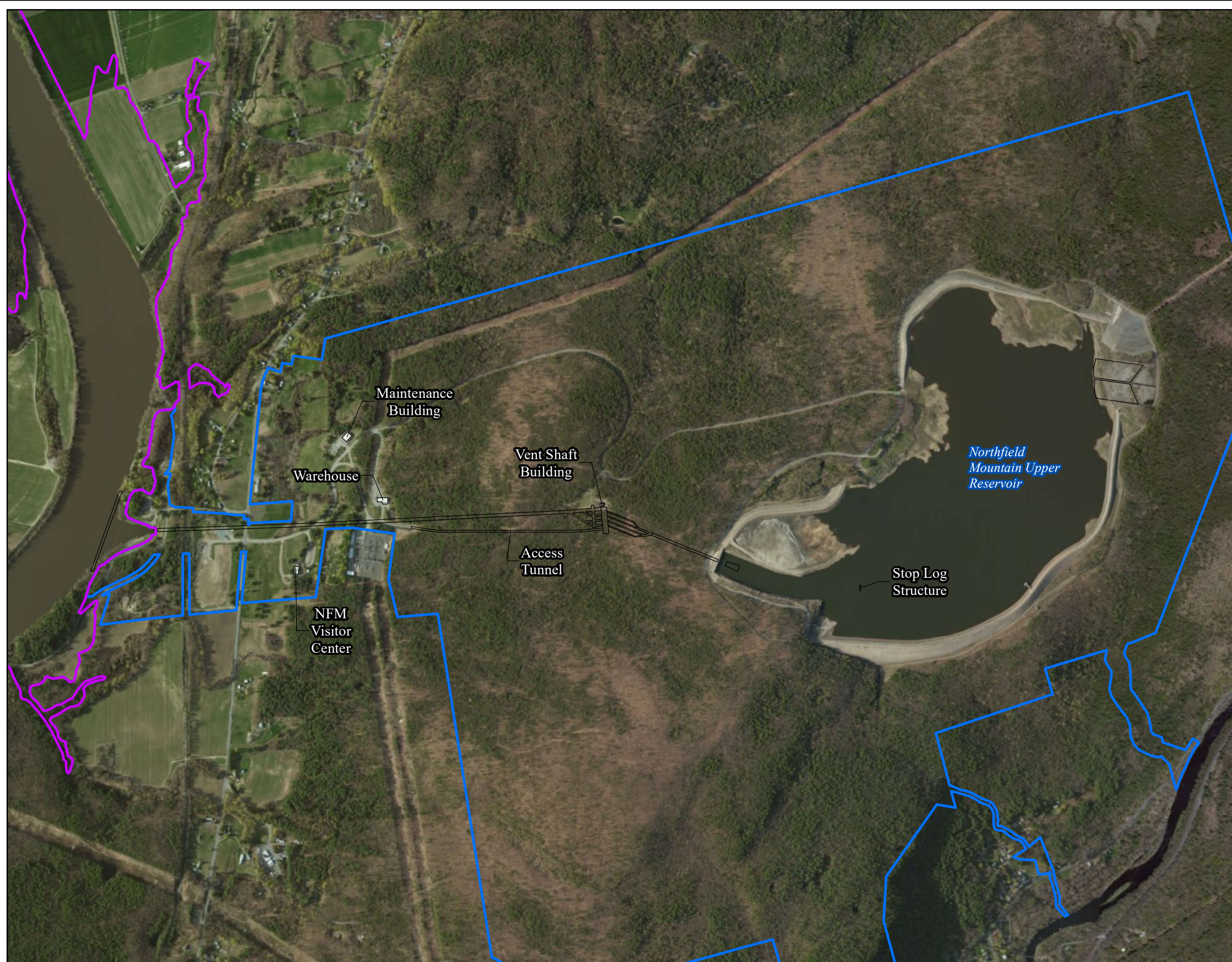
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 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

0 600 1,200 2,400 Feet

1 inch = 1,200 feet



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Turners Falls Hydroelectric Project (No. 1889)
 Northfield Mountain Pumped Storage Project (No. 2485)
 Recreation Management Plan

Figure 2.2-1:
 Northfield Mountain Pumped Storage
 Project Features

Legend

Project Boundary Polygon

- ▭ Northfield Mountain (NFM) Project Boundary
- ▭ Combined TF/NFM Project Boundary



Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics,
 IGN, and the GIS User Community



1 inch = 1,200 feet



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3 CONTEXT AND IMPORTANCE OF PROJECT RECREATION FACILITIES IN THE REGION

Outdoor recreation is vital to the economy of rural Franklin County and plays a major role in shaping the identity of this area. The recreation facilities provided by FirstLight under the FERC Licenses for the Northfield Mountain Project and the Turners Falls Project are a critical part of the regional network of recreational assets. Outdoor recreation opportunities are a major attraction for residents and businesses to locate in Franklin County. Supporting projects that enhance outdoor adventure, recreation and cultural tourism was among the top strategic goals for the 2021 regional economic development plan for Franklin County.¹

The FERC relicensing process provides an opportunity for diverse stakeholders to discuss recreation needs with FirstLight. It is also an opportunity to collaborate to conserve, protect and enhance the outstanding recreational, cultural, and natural resources found in the Project Area. Franklin County is the most rural and one of the poorest counties in the state of Massachusetts.² Recreation opportunities enhance the lives of those who reside or work here and attract visitors to the region. In an area struggling economically, recreation opportunities should remain affordable and accessible to residents.

FirstLight owns and/or operates multiple recreation sites along the Connecticut River in the Project Area, making it the largest manager of recreation sites in central Franklin County. The vibrancy and sustainability of recreation opportunities along the Connecticut River is inextricably tied to the health of the river ecosystem. With this as context, FirstLight is committed to protecting ecosystem health. A healthy, easy-to-access river, with abundant recreation opportunities, will greatly enhance life for all those who call Franklin County home and will attract new people to visit here. FirstLight seeks to ensure equitable access to recreational facilities for residents, disabled and underserved populations, and Environmental Justice and Indigenous communities. FirstLight is committed to working with host communities and regional stakeholders to maintain and improve our recreational facilities and to protect cultural and natural resources located in the Project Area.

3.1 State, Local, and Project-Specific Studies and Plans

The existing recreation amenities at the Turners Falls and Northfield Mountain Projects were originally developed as part of a Recreation Management Plan written in 1968. To inform recommendations and planning for the new license, FirstLight conducted seven recreation-related studies as part of the relicensing effort as follows:

- Study No. 3.6.1 Recreation Use/User Contact Survey
- Study No. 3.6.2 Recreation Facilities Inventory and Assessment Report and Addendum
- Study No. 3.6.3 Whitewater Boating Evaluation
- Study No. 3.6.4 Assessment of Day Use and Overnight Facilities Associated with Non-motorized Boating
- Study No. 3.6.5 Land Use Inventory
- Study No. 3.6.6 Assessment of Effects of Project Operation on Recreation and Land Use
- Study No. 3.6.7 Recreation Study at Northfield Mountain, including Assessment of Sufficiency of Trails for Shared Use

¹ [2021 Annual Report Draft 06.10.21 FINAL \(frcog.org\)](https://www.frcog.org/2021-Annual-Report-Draft-06.10.21-FINAL) - Comprehensive Economic Development Strategy

² Residents of Franklin County earn less money than others in the state. According to estimates from the 2016-2020 American Community Survey, Franklin County has a much lower median household income of \$61,198 compared to \$84,385 statewide.

RECREATION MANAGEMENT PLAN

These studies have been summarized in FirstLight’s Amended Final License Application (2020), and results were used and referenced to develop ideas for the new recreation facilities included in this RMP.

Statewide Recreation Priorities

As part of Study No. 3.6.1, FirstLight researched the Statewide Comprehensive Outdoor Recreation Plan (SCORP) for Massachusetts, Vermont, and New Hampshire. FirstLight found that the recreation opportunities, sites, facilities, and amenities proposed to be provided for the Turners Falls and Northfield Mountain Projects are consistent with the findings of, and goals/objectives established by, the three state SCORPs. All three state SCORPs identified outdoor recreation as being of great importance to state residents.

Among the more popular activities identified by the three SCORPs were hiking and walking, and the MA SCORP in particular noted that trails were of particular importance for meeting future recreation demand. This is generally consistent with the findings of FirstLight’s use and user survey which found that hiking/walking/jogging is the most popular recreation activity at the Project. Other popular outdoor recreation activities identified by the three state SCORPs include water-based sports including boating, paddling, and fishing. Again, the use and user surveys conducted at the Projects’ recreation sites also found these activities to be popular and well supported by existing recreation sites, facilities, and amenities.

Local and Regional Open Space and Recreation Plans

FirstLight reviewed local plans, ordinances, statutes, policies, and guidelines that may affect the use and/or management of lands inside the Projects’ boundaries. Table 4.6.5-1 in Study No. 3.6.1 lists the Open Space and Recreation Plans (OSRPs) for the communities in the Project area. Generally, the local plans reviewed recommend the protection of natural resources, farmland, and open space, and promote additional recreation opportunities along the Connecticut River in the vicinity of the Projects. In addition, some of the plans provide specific acknowledgement or notations regarding public recreation use of the Projects. Some of the plans also provide general recommendations for public recreation in the Project vicinity, while others provide more specific recommendations regarding public recreation site/facility needs and improvements at the Projects. Acknowledgements and recommendations regarding Project-related public recreation needs and improvements that are included in the open space plans are summarized in Table 4.6.5-2 of Study No. 3.6.1. Many town OSRPs recommend additional access along the Connecticut River.

These plans informed the discussion between FirstLight and recreation stakeholders when negotiating the Agreement in Principle that led to this RMP.

3.2 Northfield Mountain Tour and Trail Center

The Northfield Mountain Tour and Trail Center (NMTTC) is the central hub of all of the Projects’ recreation facilities, and so is highlighted here in this plan and described in this section. The Visitor Center building has restrooms, seasonal rental equipment, and parking. The parking area is designed to accommodate 50 vehicles and has an additional three (3) American with Disabilities Act (ADA) spaces. The Center is accessible by ramp and has ADA accessible sanitation facilities. Amenities at the Center include three (3) men’s and three (3) women’s bathroom units, one of each being ADA accessible, a rental Yurt, numerous picnic tables, some grills, a fire ring, benches, trash cans and interpretive displays.

The Northfield Mountain trail system includes over 26 miles of trail, which are available for hiking, biking, horseback riding, snowshoeing, and cross-country skiing. The trail system also provides access to additional recreational opportunities, such as rock climbing at Rose Ledge. The trail system begins at the Visitor Center near the parking lot. Most of the trails are located within the Northfield Mountain Project boundary, and the trails can be used to access the mountaintop observation area offering panoramic views of the Northfield Mountain Project’s Upper Reservoir. Surrounding the NMTTC are a variety of important

RECREATION MANAGEMENT PLAN

recreational facilities including a fishway viewing area, river access put-ins for canoes and kayaks, camp sites, picnic areas and hiking trails. These facilities are located in the host communities of Northfield, Montague, Gill, and Erving and support recreational tourism in the towns and region, which benefits businesses that serve visitors as well as residents.

NMTTC staff provide monthly environmental education activities to the public and also educate school groups and field trips. NMTTC staff coordinate with the FirstLight staff at the Barton Cove paddle boat rental and campground, run the staffing and ticket sales of the Heritage Boat Tours, and schedule reservations of the Riverview Pavilion and the Munn's Ferry camp site. Events are often held at the NMTTC, such as state or regional cross-country running races.

This RMP outlines the current and new recreation amenities that will be offered in the renewed license, some of which will be located or related to the NMTTC. The goal of the NMTCC is to be a recreation destination and regional asset offering varied and affordable recreation and education opportunities for visitors and residents of the region.

4 OVERARCHING COMPONENTS OF THE RECREATION MANAGEMENT PLAN

[Section 5](#) describes the existing recreation facilities at the Turners Falls and Northfield Mountain Projects and [Section 6](#) describes the proposed new recreation facilities or upgrades to existing recreation facilities. Overarching components are discussed below.

4.1 Turners Falls Project and Northfield Mountain Project

4.1.1 Updates to Recreation Management Plan

Recreation use and activities may change over the license term. Given this, the RMP will be reviewed following each 10 years of the license, to evaluate recreation use and demand. FirstLight will review information it collects at its recreation facilities as well as feedback from the towns of Gill, Montague, Northfield and Erving, Massachusetts Department of Conservation and Recreation (MDCR), Franklin Regional Council of Governments (FRCOG), Appalachian Mountain Club (AMC), American Whitewater (AW), Access Fund, Crab Apple Whitewater, Inc, New England Flow, Western Massachusetts Climbers' Coalition (WMCC) and Zoar Outdoor relative to evaluating recreation use³, demand, maintenance, user fees, and condition of the recreation facilities. Any update to the RMP will be based on the consensus of the consulted entities and FirstLight. FirstLight will file any updated RMP with FERC for FERC's approval. If an updated RMP is not filed, FirstLight will file a letter with FERC explaining why no changes are needed, including any written comments from the consulted entities.

4.1.2 Compliance with Americans with Disabilities Act

For any new construction or rehabilitation of existing FirstLight recreation buildings and facilities over the license term, FirstLight will comply with 521 CMR⁴ and with Title III⁵ of the ADA to the extent applicable. In addition, FirstLight will conduct a programmatic assessment of the existing public recreation buildings and facilities for consistency with the requirements of the ADA and will implement ADA improvements within a reasonable period, to the extent applicable. The programmatic assessment, with expected timelines for updates, will be completed within two (2) years of license issuance and will be distributed to the towns of Gill, Montague, Northfield, Erving, MDCR, FRCOG, AMC, AW, Access Fund, Crab Apple Whitewater, Inc, New England Flow, New England Mountain Bike Association, WMCC, and Zoar Outdoor for a 30-day comment period before being filed with FERC.

4.1.3 Donation of Used Sporting Equipment

FirstLight will donate used sporting equipment to local youth organizations.

³ In the case of the Poplar Street take-out, after the first year of operation, FirstLight, the town of Montague, AW, AMC, Crab Apple Whitewater, New England FLOW, Zoar Outdoors, and MDCR will consult relative to vandalism (including to the porta-potty), overnight parking, and inappropriate uses at the location, given its proximity to the residential neighborhood.

⁴ CMR- Code of Massachusetts Regulations Title 521.

⁵ Title III prohibits discrimination on the basis of disability in the activities of place of public accommodations (businesses that are generally open to the public and fall into one of 12 categories listed in the ADA including recreation facilities) and requires newly constructed or altered places of public accommodation to comply with ADA standards.

4.1.4 Recreation Implementation Schedule

FirstLight will complete construction of the proposed and upgraded recreation facilities and meet the other commitments in this RMP according to the schedule shown in [Table 7.0-1](#).

4.2 Turners Falls Project

4.2.1 Establish Conservation Easements/Restrictions

FirstLight will place lands it owns that are not used for specific Project activities (e.g., power production, Project recreation facilities, conflicting existing uses, etc.) located on river right⁶ immediately downstream of the Turners Falls Dam into conservation easement/restriction subject to existing third party property rights. [Appendix A](#) shows FirstLight parcels to be placed in conservation easement/restrictions. FirstLight will consult with the towns of Gill and Greenfield and the MDCR relative to the details of the conservation easement/restriction within two (2) years of license issuance along with a timeline for implementation, with implementation to be completed within six (6) years of license issuance, contingent on any necessary FERC approvals.

4.2.2 Establish Flow and Water Level Notification Website

Real-Time Data

FirstLight will provide real-time (every hour) TFI water level information where it is measured at the Turners Falls Dam. Also, FirstLight will provide real-time (hourly) Turners Falls Dam spill rates and Station No. 1 discharges (in cubic feet per second or cfs). All of the real-time data will be provided year-round, 24 hours a day, on a website accessible to the public within one (1) year of license issuance.

Forecasted Data

FirstLight will also include on its website the Naturally Routed Flow⁷ (NRF), the anticipated Turners Falls Dam spill rate, and the anticipated Station No. 1 discharge for a 12-hour window into the future at any given time. Should FirstLight deviate from passing the 12-hour previous NRF, it will post the revised flows (in the 12-hour look ahead window) to the website as soon as practicable after those flows are known.

4.2.3 Disposition of Cabot Camp Historic Structures

FirstLight, in consultation with the town of Montague (Selectboard and Historical Commission), will attempt to find a qualified organization within the first three (3) years of license issuance to take responsibility for preserving the Cabot Camp historic buildings. During this three (3) year period FirstLight will: a) conduct a topographic and property survey, and a condition assessment of the Cabot Camp parcel, and b) plan and conduct a market/re-development study of Cabot Camp in collaboration with the town of Montague. If no acceptable means to otherwise preserve the historic structures of Cabot Camp is identified, including through a potential transfer of stewardship to a credible and well-established preservation-focused

⁶ River-right assumes one is looking in a downstream direction.

⁷ From December 1 through June 30, the NRF is defined as the hourly sum of the discharges from 12 hours previous as reported by the: Vernon Hydroelectric Project (FERC No. 1904), Ashuelot River United States Geological Survey gauge (USGS, Gauge No. 01161000), and Millers River USGS gauge (Gauge No. 01166500).

From July 1 through November 30, the NRF is defined as the hourly sum of the discharges averaged from 1 to 12 hours previous as reported by the: Vernon Hydroelectric Project, Ashuelot River USGS gauge, and Millers River USGS gauge. Upon license issuance until 3 years thereafter, the Licensee shall operate the Turners Falls Project based on the NRF computational method from July 1 through November 30 to determine if the Turners Falls Project can be operated in this manner. If the Turners Falls Project cannot be operated in this manner, the Licensee shall consult MDFW, NMFS, and United States Fish and Wildlife Service on alternative means of computing the NRF that are feasible for Turners Falls Project operation and sufficiently dampen upstream hydroelectric project flexible operations.

RECREATION MANAGEMENT PLAN

organization, the property will be repurposed for other recreation or alternative uses consistent with the Historic Properties Management Plan (HPMP) and the RMP within eight (8) years of license issuance. During this period of time, FirstLight will continue to maintain the property and address any emergent safety issues associated with the condition of these structures, in consultation with the town of Montague and, as appropriate, its Historical Commission.

4.3 Northfield Mountain Project

4.3.1 Establish Conservation Restrictions and Trail Easement

FirstLight will place lands it owns that are not used for specific Project activities (e.g., power production, Project recreation facilities, etc.) along the TFI shoreline into conservation easement/restriction to maintain riparian buffers. [Appendix A](#) shows FirstLight parcels to be placed in conservation easement/restrictions. FirstLight will consult with the towns of Gill, Northfield, Montague, and Erving and MDCR relative to the details of the conservation easements/restrictions within two (2) years of license issuance along with a timeline for implementation, with implementation to be completed within six (6) years of license issuance, contingent on any necessary FERC approvals.

FirstLight will permanently conserve its lands within Bennett Meadow within six (6) years of license issuance. Within (2) years of license issuance FirstLight will consult with the Massachusetts Division of Fisheries and Wildlife (MDFW) on provisions necessary to include in the conservation easement/restriction that would allow continued operation of the property as a Wildlife Management Area., including provisions for hunting, fishing, and wildlife management.

FirstLight will also, in consultation with the National Park Service (NPS), town of Erving, MDCR and AMC conserve via a permanent trail easement the approximately 1.3-mile-long 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. FirstLight will consult with these same groups relative to the details of the permanent trail easement and allocation of responsibility within two (2) years of license issuance along with a timeline for implementation, with conveyance of the trail easement to be completed within six (6) years of license issuance, contingent on any necessary FERC approvals.

Collectively, the conservation easements/restrictions that are part of the Turners Falls (see Section 4.2.1) and Northfield Mountain Projects equates to 761.4 acres, which breaks down on a town basis as follows:

Town	Acres FirstLight is Placing into Conservation Easement/Restriction
Northfield, MA	238.4
Erving, MA	65.8
Gill, MA	93.7
Montague, MA	251.4
Greenfield, MA	112.1
Total	761.4

5 EXISTING PROJECT RECREATION SITES

From upstream to downstream, FirstLight operates and maintains the following existing Turners Falls Project and Northfield Mountain Recreation Sites, as shown in [Figure 5.0-1](#) and [Figure 5.0-2](#) (blown up below Turners Falls Dam). Consistent with past practice, FirstLight will continue to operate and maintain the Recreation Sites as part of the RMP. [Table 5.0-1](#) and [Table 5.0-2](#) list the facilities and amenities associated with the Turners Falls Project Recreation Sites. [Table 5.0-3](#) and [Table 5.0-4](#) list the facilities and amenities associated with the Northfield Mountain Project Recreation Sites. (FirstLight, [2014](#) & [2015](#)).

5.1 Turners Falls Project

5.1.1 Gatehouse Fishway Viewing Area

Location: The Gatehouse Fishway Viewing Area is located on the north side of 1st Street across from the town operated Unity Park in the town of Montague.

Description of Facilities: The Gatehouse Fishway Viewing Area provides the public an opportunity to view the fish using the fishway. There are two floors to the facility. On the upper level there are ADA accessible restrooms. The upper level also has a viewing platform that is ADA accessible and contains interpretive displays and a closed-circuit television feed from the fishway counting room. The bottom level contains the fishway viewing area, additional interpretive displays, and also contains the counting room, which is not open to the public. The facility is staffed with seasonal employees during viewing times. The site also contains a picnic area on the north side of 1st Street. The picnic area contains picnic tables, grills, a bike rack, and parking, including an electric vehicle charging station. The Canalside Rail Trail starts at the upstream parking lot adjacent to the old Turners Falls-Gill Bridge abutment and continues along the Turners Falls Power Canal.

Site Operation: The fishway viewing facility is open to the public free of charge during fish migration season, typically mid-May to mid-June. Timing may vary depending on weather and river conditions. Hours of operation are Wednesday through Sunday from 9:00 am to 5:00 pm. The viewing area is contained within a fence which is locked during the off-season. The picnic area is located outside of the fence, allowing it to be open year-round from dawn until dusk, unless there is a scheduled event.

5.1.2 Turners Falls Branch Canal Area

Location: Turners Falls Branch Canal Area is located off Power Street in Montague, along the Station No. 1 forebay.

Description of Facilities: The Turners Falls Branch Canal Area is a day use overlook that provides benches.

Site Operation: The site is available to the public free of charge year-round. There are no posted hours of operation.

5.1.3 Cabot Woods Fishing Access

Location: Cabot Woods Fishing Access is located on Migratory Way in Montague between the power canal and the bypass reach.

Description of Facilities: Cabot Woods Fishing Access is open for day use activities. Recreation facilities provided at the site include picnic tables and two parking areas (upper and lower). The access road along the canal is open to the public. Over time, several informal trails to the shore have been established by anglers.

Site Operation: The fishing access is open year-round free of charge. Anglers access the river either by walking in at the corner of 12th and I Streets, or along paths from Migratory Way. The site abuts a fence

RECREATION MANAGEMENT PLAN

belonging to the U.S. Geological Survey's Conte Anadromous Fish Laboratory (Conte Lab). At the head of the road (Migratory Way), there is a gate leading to Cabot Woods and the Conte Lab. If the gate is closed, the upper parking lot can be used. Migratory Way is plowed in the winter by the Conte Lab allowing use of the access road, although the parking areas are not plowed. Swimming is prohibited at this site and signs are posted indicating that it is not safe to swim.

Please see [Section 6.1.8](#) for updates to the Cabot Woods Fishing Access under the new license term.

5.1.4 Turners Falls Canoe Portage

Location: The Turners Falls canoe portage operation provides boaters with transportation around the Turners Falls Dam and canal/river section downstream of the dam. Boaters not wishing to navigate the section directly downstream of the dam can get out at Barton Cove and call FirstLight for vehicular portage. They are then picked up and driven downstream of the Turners Falls Dam to the Poplar Street Access site in Montague, where they can continue their trip. Signs explaining the canoe portage operation procedures and providing the portage request call-in number are located at the following Project and Northfield Mountain Project Recreation Sites: Munn's Ferry Boat Camping Recreation Area, Boat Tour and Riverview Picnic Area, Barton Cove Nature Area and Campground, Barton Cove Canoe and Kayak Rental Area, and at the Poplar Street Access Site. Instructions are to paddle to the Barton Cove Canoe and Kayak Rental Area, unload gear, and then call (413) 659-3761 to request a pickup. Typically, a vehicle for the portage will arrive within 15 to 90 minutes of the telephone call. Barton Cove Canoe and Kayak Rental Area has a phone during business hours that boaters can use from Memorial Day through Labor Day. During the off-season, boaters need to use their own phones to make the portage request.

Site Operation: Portage around the Turners Falls Dam for paddlers is available to the public at no charge seven days per week during the paddling season, typically May 1 to October 15. The site is open from dawn until dusk.

5.2 Northfield Mountain Project

5.2.1 Munn's Ferry Boat Camping Recreation Area

Location: Munn's Ferry is located on the east side of the Connecticut River in Northfield.

Description of Facilities: Munn's Ferry is a water access-only overnight and day use site. The camping area at Munn's Ferry includes tent campsites each with a trash can, tent platform, picnic table, grill, and, in some cases, a fire ring.

Site Operation: Munn's Ferry is open from Memorial Day to Columbus Day. Individuals must reserve a site and pay a fee prior to camping. The dock is available during the operating season.

5.2.2 Boat Tour and Riverview Picnic Area

Location: The Boat Tour and Riverview Picnic Area is located off Pine Meadow Road on the east shore of the Connecticut River in Northfield.

Description of Facilities: The Boat Tour and Riverview Picnic area provides an area for picnicking along the river, which includes picnic tables and grills. There is a pavilion, which can be rented from Memorial Day to Columbus Day for group events. The site includes restroom facilities and benches. The site also offers river tours on the Heritage Riverboat, which travels along the Connecticut River between Barton Cove and the Riverview Picnic Area. The riverboat is operated by FirstLight and typically leaves from the Riverview Picnic Area dock.

A formal parking lot is available for those using the picnic area and those who are boarding the Heritage Riverboat. There are ADA accessible parking spaces and an ADA compliant bathroom at the site.

RECREATION MANAGEMENT PLAN

Please see [Section 6.2.2](#) for upgrades to this site under the new license term.

Site Operation: The site is open from dawn to dusk free of charge, although there is a fee to rent the pavilion or cruise on the riverboat. The site opens once the FirstLight boat barrier upstream of Turners Falls Dam is installed (typically May 15th) through Columbus Day weekend. The river boat operates from July to mid-October. The dock is in place during the operating season once the FirstLight boater barriers are installed and removed during the off-season. The entrance to the site has a gate, which is open when the site is open to the public.

5.2.3 Northfield Mountain Tour and Trail Center

Location: The NMTTC is located off Millers Falls Road in Northfield, MA.

Description of Facilities: The NMTTC offers a Visitor Center, parking area, trails, and a mountaintop observation area. The Visitor Center offers self-guided interpretive displays, meeting rooms, a lounge, and public restrooms. The center also offers recreation and environmental education programs year-round, including programs for school classes and organized groups. There is a paved parking area located adjacent to the Visitor Center. Additional overflow parking is provided on a nearby mowed area. Horse trailers and buses utilize the cul-de-sac on the west side of the Visitor Center for parking. ADA accessible parking is available at the Visitor Center, along with a ramp to access the facility.

Site Operation: The Visitor Center is typically open year-round for day use activities from 9:00 am to 4:30 pm Wednesday through Sunday. The Center is also open on certain holidays, which are noted on FirstLight's web page. The Northfield Mountain trail system is also open year round, depending on trail and weather conditions. Use of the Visitor Center is free, as is summer trail use and snowshoeing. FirstLight charges a fee for cross country skiing. Seasonal equipment is rented out to users in the winter. A fee may also be charged for the recreation and environmental educational activities to help offset costs.

Mountaintop Observation Area

The Mountaintop Observation Area is a wooden observation platform providing views of the Upper Reservoir from its southern shore. The platform is approximately 20 feet by 20 feet and is accessible from the Northfield Mountain Trail System's Summit Trail.

Trail System

The Northfield Mountain Trail System includes approximately 26 miles of trails, which are used for hiking, mountain biking, equestrian use, snowshoeing, cross-country skiing, and other non-motorized multi-use activities. Trails will continue to be maintained for these uses. A map of the trail system is provided in [Figure 5.3.2-1](#). Approximately 19 miles of trail are wide (8'-15') level corridors with an improved base. Approximately 7 miles are narrow single track trails on natural soils. These trails are typically used for hiking, biking, and snowshoeing. Rose Ledge and a portion of the Farley Ledges are also located within the vicinity of the Northfield Mountain Tour and Trail Center. Rose Ledges can be accessed via the NMTTC parking area and trail system. Both Rose Ledge and Farley Ledges can be accessed via parking and trails outside the Project Boundary on private property.

5.2.4 Barton Cove Nature Area and Campground

Location: Barton Cove Nature Area and Campground are located on Barton Cove Road in Gill.

Description of Facilities: The Barton Cove Nature Area has a set of flush toilets and showers. The site has grills, picnic tables, and a walking trail leading to an overlook. There is a paved parking area at the Nature Area and an adjacent overflow parking area.

The Barton Cove Campground has group campsites, trailer sites, and tent sites. One of the tent sites is considered ADA accessible. Each campsite has a picnic table and fire ring. There are community trash

RECREATION MANAGEMENT PLAN

containers in the campground. The group sites also have grills and additional picnic tables. There are vault toilets located within the campground. There is an additional parking area within the campground.

See Section 5.2 for improvements to this facility under the new license agreement.

Site Operation: The Nature Area is open to the public free of charge, from dawn to dusk year round. The parking area at the Nature Area is plowed during the winter months. The campground is open from Memorial Day to Labor Day. Quiet hours are from 10:00pm to 8:00 am. There is a fee for overnight camping and sites may be reserved ahead of time.

5.2.5 Barton Cove Canoe and Kayak Rental Area

Location: This site is located on the northern shore of the Connecticut River, off Route 2 in Gill.

Description of Facilities: Barton Cove Canoe and Kayak offers paddlecraft rentals and picnicking. There is a natural gravel carry-in paddlecraft launch, a rental office, picnic tables, parking, and a portable sanitation facility. Paddlecraft rentals include personal flotation devices and paddles or oars.

Site Operation: The facility is open from Memorial Day weekend to Labor Day weekend and is gated in the off-season. The rental office is open on weekends from 9:00 am to 6:00 pm and Monday through Friday 9:00 am to 5:00 pm. Individuals can use the site free of charge, although there is a fee to rent paddlecraft.

RECREATION MANAGEMENT PLAN

Table 5.0-1. Turners Falls Project: Existing FERC-Approved Project Recreation Sites and Facilities Summary

Recreation Site Name	Recreation Facilities/Amenities
Gatehouse Fishway Viewing Area	<ul style="list-style-type: none"> • parking area (approximately 27 single vehicle spaces; 2 ADA spaces) • picnic area (approximately 6 tables) • bike rack • trail • fishway viewing visitor center (ADA accessible) • restrooms (ADA accessible) • interpretive sign
Turners Falls Branch Canal Area	<ul style="list-style-type: none"> • Overlook (approximately 4 benches) for fishing and picnicking
Cabot Woods Fishing Access	<ul style="list-style-type: none"> • parking areas (approximately 17 single vehicle spaces; 2 ADA spaces) • picnic area (approximately 3 tables)
Turners Falls Canoe Portage	<ul style="list-style-type: none"> • canoe portage take-out (at Barton Cove Canoe & Kayak Rental area) • canoe portage put-in (at Poplar Street Access Site) • On-call vehicular canoe & kayak transport service

RECREATION MANAGEMENT PLAN

Table 5.0-2. Turners Falls Project: Existing FERC-Approved Recreation Sites, Facilities, and Amenities

Recreation Site Name	Recreation Facility/Amenity Type	Facility/Amenity Status	Latitude	Longitude	FERC Citation & Date	Notes
Barton Cove Canoe and Kayak Rental Area	Take-out	Constructed	42.6082	72.5375	18 FERC 62,467 03/17/1982	Put-in and take-out counted as 1 canoe portage
Gatehouse Fishway Viewing Area	Visitor Center	Constructed	42.6097	72.5542	18 FERC 62,467 03/17/1982	fishway viewing areas
Gatehouse Fishway Viewing Area	Picnic Area	Constructed	42.6088	72.5532	18 FERC 62,467 03/17/1982	Approximately 6 tables
Gatehouse Fishway Viewing Area	Interpretive Sign	Constructed	42.6092	72.5536	18 FERC 62,467 03/17/1982	fish species traveling through fish ladder system
Turners Falls Branch Canal Area	Overlook	Constructed	42.6062	72.5629	18 FERC 62,467 03/17/1982	Approximately 4 benches
Cabot Woods Fishing Access	Picnic Area	Constructed	42.5948	72.5788	18 FERC 62,467 03/17/1982	Approximately 3 tables
Cabot Woods Fishing Access	Access Point	Constructed	42.5950	72.5772	18 FERC 62,467 03/17/1982	Angler access
Turners Falls Canoe Portage	Put-in	Constructed	42.5802	72.5752	18 FERC 62,467 03/17/1982	Poplar Street Access Site

RECREATION MANAGEMENT PLAN

Table 5.0-3. Northfield Mountain Project: Existing FERC-Approved Recreation Sites and Facilities Summary

Recreation Site Name	Recreation Facilities/Amenities
Munn’s Ferry Boat Camping Recreation Area	<ul style="list-style-type: none"> • water access only campsites (approximately 4-5 tent platform sites) • pedestrian foot bridge • picnic area (approximately 1 table) • dock
Boat Tour and Riverview Picnic Area	<ul style="list-style-type: none"> • parking area (approximately 54 single vehicle spaces; 2 ADA) • restroom (ADA compliant) • picnic area (approximately 10 tables) • pedestrian foot bridge • picnic pavilion (approximately 8 tables) • boat tour • dock
Northfield Mountain Tour and Trail Center	<ul style="list-style-type: none"> • parking area (approximately 50 single vehicle spaces; 3 ADA) • restroom • picnic area (approximately 7 tables) • overlook • visitor center and interpretive displays • winter area • trail system • Winter rentals such as cross-country skis • Staffing for educational programming
Barton Cove Nature Area and Campground	<ul style="list-style-type: none"> • nature area parking area (approximately 26 single vehicle spaces) • campground parking (approximately 28 single vehicle spaces) • showers • restroom facilities (2 facilities; ADA compliant) • picnic area (approximately 15 tables) • overlook • interpretive sign • walk-in campground (approximately 2 group sites; 28 campsites; and 1 ADA campsite) • nature trail • dock
Barton Cove Canoe and Kayak Rental Area	<ul style="list-style-type: none"> • parking area (approximately 28 single vehicle spaces) • picnic area (approximately 6 tables) • seasonal restroom • paddlecraft rental service

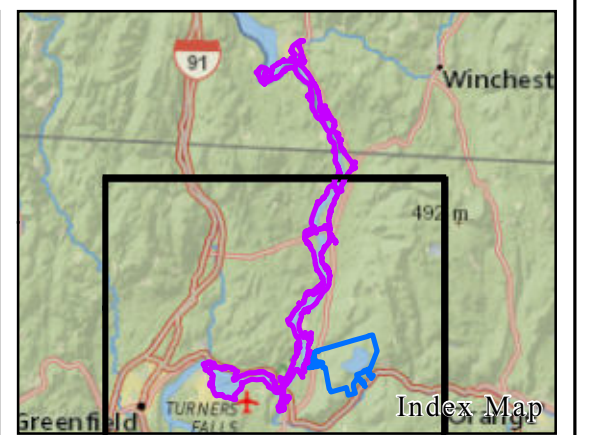
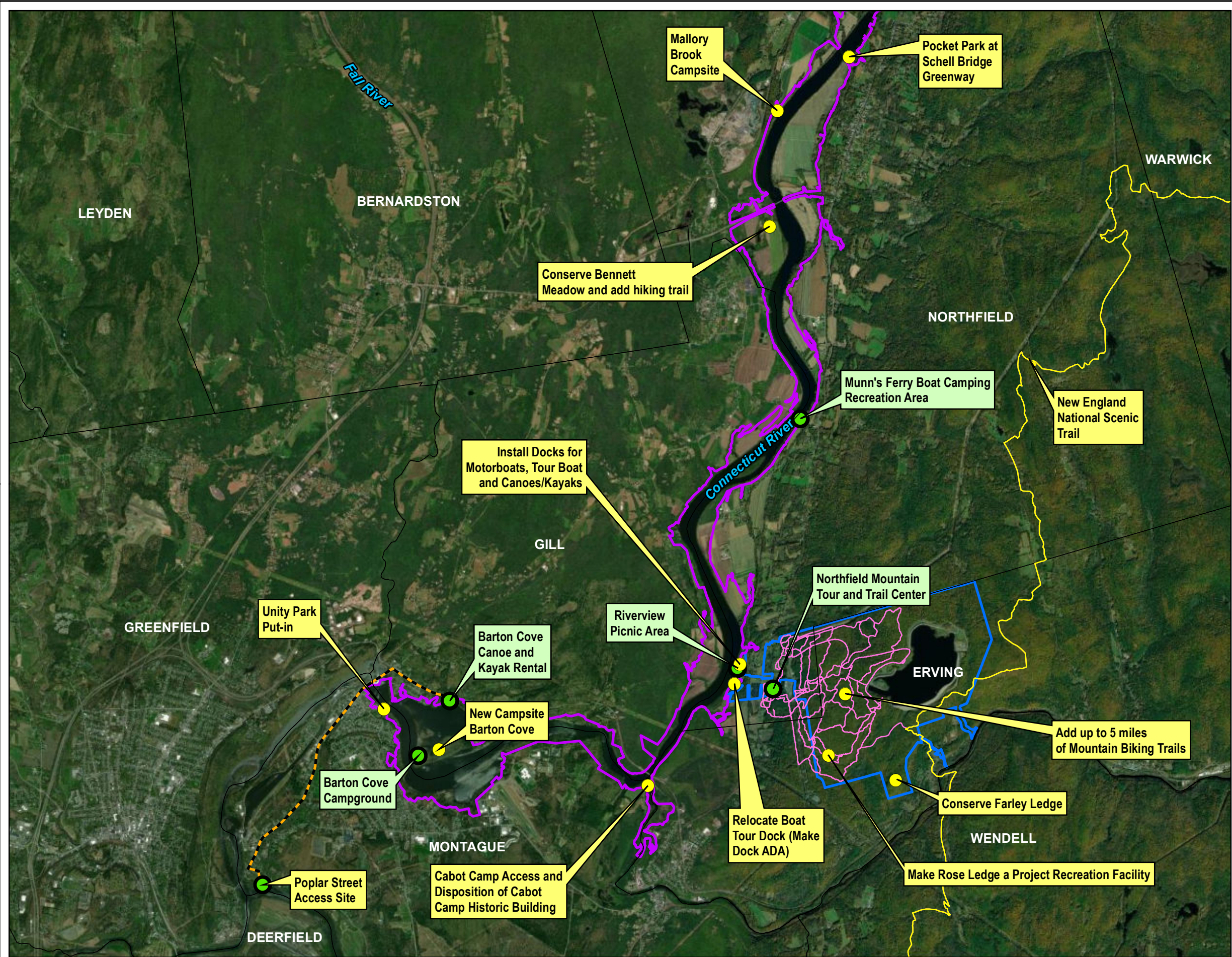
RECREATION MANAGEMENT PLAN

Table 5.0-4. Northfield Mountain Project: Existing FERC Approved Recreation Sites, Facilities, and Amenities

Recreation Site Name	Recreation Facility/Amenity Type	Facility/Amenity Status	Latitude	Longitude	FERC Citation & Date	Notes
Munn's Ferry Boat Camping Recreation Area	Campground	Constructed	42.6512	72.4666	59 FPC 126 July 5, 1977	Water access only, approximately 4 tent sites and 1 shelter site
Munn's Ferry Boat Camping Recreation Area	Picnic Area	Constructed	42.6512	72.4666	59 FPC 126 July 5, 1977	Approximately 1 table
Boat Tour and Riverview Picnic Area	Picnic Area	Constructed	42.6133	72.4792	59 FPC 126 July 5, 1977	Approximately 12 tables
Boat Tour and Riverview Picnic Area	Picnic Pavilion	Constructed	42.6140	72.4788	59 FPC 126 July 5, 1977	Approximately 8 tables
Boat Tour and Riverview Picnic Area	Other Use (Interpretive Boat Tour)	Constructed	42.6130	72.4797	59 FPC 126 July 5, 1977	Heritage Dock
Northfield Mountain Tour and Trail Center	Picnic Area	Constructed	42.6104	72.4713	59 FPC 126 July 5, 1977	Approximately 7 tables
Northfield Mountain Tour and Trail Center	Overlook	Constructed	42.6095	72.4495	59 FPC 126 July 5, 1977	Platform overlooking upper reservoir
Northfield Mountain Tour and Trail Center	Trails	Constructed	N/A	N/A	59 FPC 126 July 5, 1977	
Northfield Mountain Tour and Trail Center	Visitor Center	Constructed	42.6108	72.4716	59 FPC 126 July 5, 1977	Environmental and Educational programs, video displays
Northfield Mountain Tour and Trail Center	Interpretive Display	Constructed	42.6108	72.4716	59 FPC 126 July 5, 1977	
Northfield Mountain Tour and Trail Center	Winter Area	Constructed	42.6108	72.4716	59 FPC 126 July 5, 1977	Skiing, cross country skiing, snowshoeing

RECREATION MANAGEMENT PLAN

Recreation Site Name	Recreation Facility/Amenity Type	Facility/Amenity Status	Latitude	Longitude	FERC Citation & Date	Notes
Barton Cove Nature Area and Campground	Picnic Area	Constructed	42.6040	72.5332	59 FPC 126 July 5, 1977	Approximately 15 tables
Barton Cove Nature Area and Campground	Overlook	Constructed	42.6031	72.5336	59 FPC 126 July 5, 1977	Platform overlooking Barton Cove
Barton Cove Nature Area and Campground	Campground	Constructed	42.5999	72.5440	59 FPC 126 July 5, 1977	Approximately 2 group sites and 29 camp sites (1 ADA)
Barton Cove Nature Area and Campground	Interpretive Display	Constructed	42.6042	72.5328	59 FPC 126 July 5, 1977	
Barton Cove Nature Area and Campground	Trail	Constructed	N/A	N/A	59 FPC 126 July 5, 1977	Approx. 4,250 feet long nature trail
Barton Cove Canoe and Kayak Rental Area	Picnic Area	Constructed	42.6082	72.5377	103 FERC 62,189 06/30/2003	Approximately 6 tables
Barton Cove Canoe and Kayak Rental Area	Other Use (paddlecraft rentals)	Constructed	42.6082	72.5377	103 FERC 62,189 06/30/2003	Paddlecraft for rent



Turners Falls Hydroelectric Project (No. 1889)
 Northfield Mountain Pumped Storage Project (No. 2485)
 Recreation Management Plan

Figure 5.0-1:
 Existing and Proposed Recreation Facilities
 at the Turners Falls and Northfield
 Mountain Projects

- 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

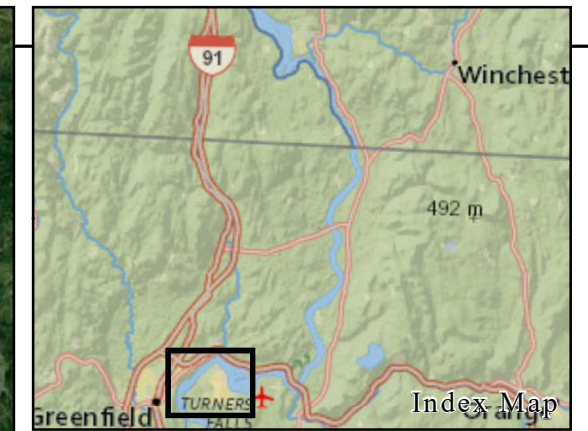
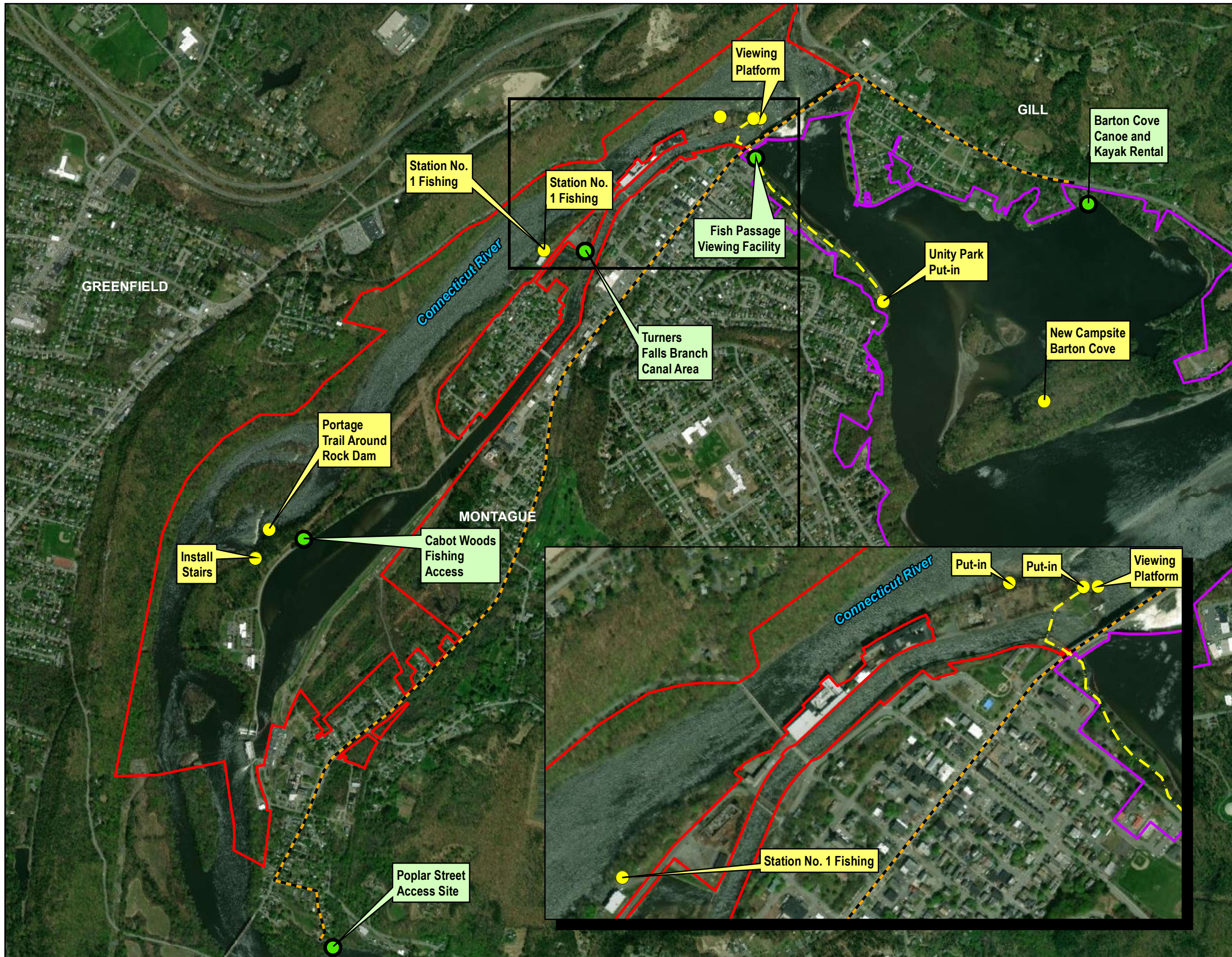
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Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,

0 0.5 1 2 Miles

1 inch = 1 miles





Turners Falls Hydroelectric Project (No. 1889)
 Northfield Mountain Pumped Storage Project (No. 2485)
 Recreation Management Plan

Figure 5.0-2:
 Existing and Proposed Recreation
 Facilities at the Turners Falls and
 Northfield Mountain Projects
 Blown-Up Map below Turners Falls Dam

Legend

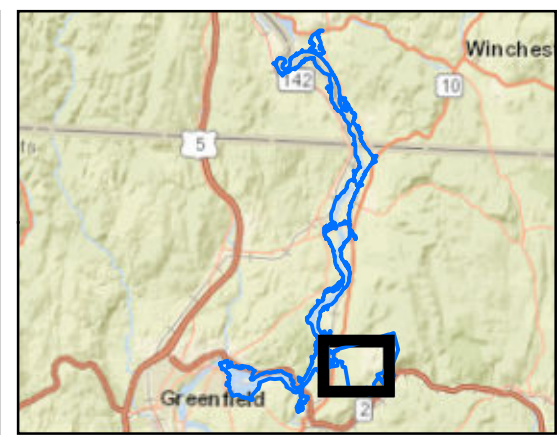
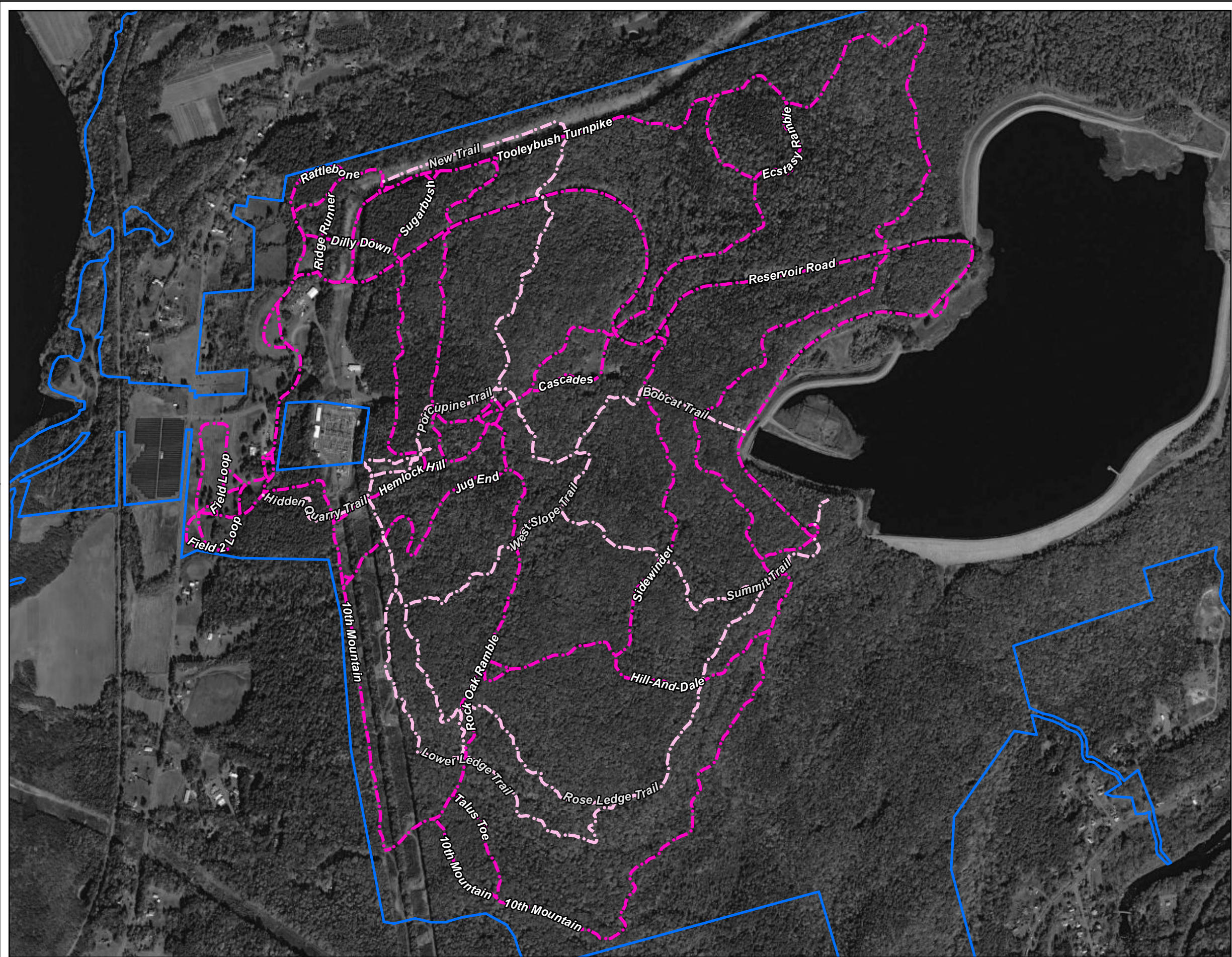
- Proposed Recreation Facility
- Existing Project Recreation Facility
- - - Walking Portage
- - - Canoe Portage
- ▭ Turners Falls (TF) Project Boundary
- ▭ Combined TF/NFM Project Boundary

N

Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

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 1 inch = 0 miles









Turners Falls Hydroelectric Project (No. 1889)
 Northfield Mountain Pumped Storage Project (No. 2485)
 Recreation Management Plan

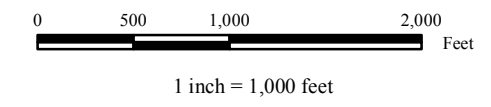
Figure 5.3.2-1:
 Existing Northfield Mountain
 Trail System

Legend

 FERC Project Boundary
NFM Trail Type
 Ski Trail
 Snowshoe Trail

 N

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



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6 NEW AND UPGRADED RECREATION FACILITIES

New and upgraded recreation facilities are summarized below. [Figure 5.0-1](#) and [Figure 5.0-2](#) (blown up version below Turners Falls Dam) show the general location of existing and proposed recreation facilities.

6.1 Turners Falls Project

6.1.1 Construct Pocket Park

New Project Recreation Site: FirstLight will construct one pocket park (viewing location, picnic table) at the Pauchaug-Schell Bridge Greenway and include signage for historical and cultural interpretation. FirstLight will consult with the town of Northfield and MDCR in finalizing the design and will consult with the Nolumbeka Project Inc, Elnu Abenaki Tribe, and the town of Northfield (Historical Commission) regarding signage.

6.1.2 Construct Mallory Brook Campsite

New Project Recreation Site: FirstLight will provide paddle access camping at a new campsite at Mallory Brook (if for some reason that location proves to be problematic, another site will be chosen) in the town of Northfield in consultation with AMC, and the town of Northfield.

6.1.3 Construct Formal Access Trail and Put-In at Cabot Camp

New Project Recreation Site: FirstLight will construct a 10-foot-wide formal path leading from the Cabot Camp parking area to an access point on the Millers River just upstream of the confluence with the Connecticut River. A sign (Project Name and FERC No.) and directional portage sign will be installed along the formal path leading the public from the parking lot directly to the 10-foot-wide gravel path leading to the water's edge. A picnic area will also be added. FirstLight will consult with the town of Montague, AMC, and MDCR in finalizing the design. Shown in [Figure 6.1.3-1](#) and [6.1.3-2](#) is a conceptual layout of the Access Trail and Put-In at Cabot Camp.

6.1.4 Construct Car-Top Access at East End of Unity Park and Reconfigure Parking Lot

New Project Recreation Site: FirstLight will add a new car-top access and put-in at the eastern end of Unity Park, provide a means of storing and locking vessels, and will reconfigure the Unity Park parking lot to improve vehicle and pedestrian safety. The put-in will require construction of a gated road, controlled by FirstLight, from the parking lot to the eastern end of Unity Park that will be usable by cars to off-load canoes/kayaks, and then return to park. FirstLight will consult with the town of Montague, which will conduct public outreach, and MDCR to provide input on the design. Signage will assist paddlers portaging their craft from this location to below the dam (those who will not be using FirstLight's assistance to portage down to the Poplar Street Access). Shown in [Figure 6.1.4-1](#) is a conceptual layout of the Car-Top Access at the North End of Unity Park.

6.1.5 Construct River Access and Two Put-Ins Just Below Turners Falls Dam

New Project Recreation Site: The new access will start via the existing bridge (aka the "IP Bridge") spanning the power canal just below the Gatehouse. Once over the power canal, a 12-foot-wide path will lead recreationists to an elevated bench and opening above the river channel. From this elevated bench there will be two routes to access the river. One route will continue with a 12-foot wide path leading further upstream to a put-in closer to the dam and upstream of Peskeomskut Island. This route will be designed to accommodate whitewater rafters. The second route will lead further downstream to a put-in below Peskeomskut Island. The second route currently consists of an uneven path with jagged rocks creating

RECREATION MANAGEMENT PLAN

unstable footing. The proposed second route will require clearing and grubbing to create an approximate 12-foot-wide level path with better footing before turning right to the put-in. This route will be designed to accommodate pass-through boaters (canoes and kayaks) that want to avoid Peskeomskut Island. Shown in [Figure 6.1.5-1](#) and [6.1.5-2](#) is a conceptual layout of the Two Put-Ins below Turners Falls Dam.

Paddlers using this access can park either at the Fishway Viewing and Picnic area or the Great Falls Discovery Center parking lots and can carry or wheel their boats along the bike path to the IP Bridge. Signage for the walkable portage from Unity Park to the access areas will assist both through-paddlers and paddlers putting in at this location.

Signage including the Project name and FERC No. will be included just after exiting the IP bridge. Signage with directional signs will also be added along the two river access paths leading to the two put-ins. FirstLight will consult with the town of Montague, AW, AMC, MDCR, Massachusetts Natural Heritage and Endangered Species Program (NHESP), and National Marine Fisheries Service (NMFS) (relative to Shortnose Sturgeon) in finalizing the design. Aesthetic improvements to landscaping and man-made features will be made and maintained throughout the area to ensure a respectfulness of the physical environment commensurate with the cultural significance of the Great Falls area to Native American Tribes.

FirstLight, in consultation with the town of Montague (including the town's Historical Commission) will develop ways to restrict access to some of the historic industrial caverns and structures in this area, to reduce the possibility of accidents and degradation from misuse.

6.1.6 Construct Viewing Platform and Picnic Area just Below Turners Falls Dam

New Recreation Site: A viewing platform and picnic area will be constructed below the Turners Falls Dam with the best feasible view of Great Falls (the Turners Falls Dam). The exact location of the viewing platform and picnic area are yet to be determined, with one option being forming a platform atop the existing Spillway Ladder as it is elevated and provides a good view of the Turners Falls Dam. Signage will be added as well. FirstLight will consult with the town of Montague and MDCR in finalizing the design.

6.1.7 Construct River Access Trail at Station No. 1

New Recreation Site: Although there is currently informal access to the Station No. 1 tailrace, FirstLight will provide formal access for fishing and non-motorized boats. It will include an approximately 10-foot-wide path leading from Power Street to a put-in just upstream of the Station No. 1 tailrace. Signage will be added to the path entrance. FirstLight will consult with the town of Montague, AW, AMC, MDCR, NHESP, and NMFS (relative to Shortnose Sturgeon) in finalizing the design. Shown in [Figure 6.1.7-1](#) is a conceptual layout of the Access Trail at Station No. 1.

6.1.8 Install Stairs at the Cabot Woods Fishing Access

Improvements: Historically, there were stairs along the steep topography leading from the picnic area in Cabot Woods to the river's edge; however, they are no longer in place. FirstLight will install and maintain new stairs at the same location as the previous stairs, which leads to just below Rock Dam. Signage will be added to steer the public to the stairs.

6.1.9 Construct Portage Trail Around Rock Dam

New Recreation Site: The "Rock Dam" is a natural rock feature with a sizeable vertical drop located in the bypass reach of the Connecticut River near the Cabot Woods Fishing Area. With boating opportunities expected to increase under the new flow regime, some boaters may opt to avoid Rock Dam and portage around it for safety reasons. Alternatively, some boaters may view the vertical drop at Rock Dam as a "play" area and may want to "run" the drop more than once. For these reasons, FirstLight will construct a portage trail around Rock Dam. Shown in [Figure 6.1.9-1](#) is a conceptual layout for the Portage Trail around Rock Dam.

RECREATION MANAGEMENT PLAN

The portage trail route and design will be determined in consultation with NMFS, NHESP, MDCR, AW, AMC, the Nolumbeka Project Inc., the Elnu Abenaki Native American Tribe, and the town of Montague. The pool below Rock Dam contains habitat for the federally endangered Shortnose Sturgeon. Consultation with NMFS will minimize the potential for construction of the portage trail and potential increased recreation usage of the area to disrupt Shortnose Sturgeon habitat and spawning activity. Consultation with NHESP will minimize the potential for impacts to state-listed rare plants. Consultation with the Nolumbeka Project Inc. and Elnu Native American Tribe will minimize the potential to disturb sensitive cultural resources.

The portage trail is not slated to be completed until Year 5 after license issuance. However, given that the new bypass flow regime will be in place after license issuance, the Licensee will consult with the above parties in Year 1 to stake out and/or flag a desired trail, with directional signage, to avoid critical features. It is anticipated that the portage trail may require clearing of some low lying vegetation and tree saplings after consultation is completed. In Year 5, if needed, the portage trail will be improved.

6.1.10 Improve Poplar Street River Access

Project Recreation Site Improvements: There is existing cartop access at Poplar Street; however, it is extremely steep. Due to steep topography and land ownership restrictions, FirstLight will use the existing gravel parking lot, leading to 20-foot-wide timber stairs with a boat slide railing leading to a 5-foot-long, 20-foot-wide concrete landing/abutment. A 32-foot-long gangway will be anchored to the concrete abutment and lead to a floating dock in the Connecticut River to accommodate fluctuations in the river elevation. As soon as flows, as measured at the USGS (Gage No. 01170500) on the Connecticut River at Montague City are below 38,000 cfs, the floating dock will be installed but no sooner than April 1. The floating dock will be removed by October 31. The site will include signage (Project name and FERC No.) at the top of the timber stairs. In addition, a porta-potty will be added between Memorial Day and Labor Day subject to re-evaluation as discussed below. Shown in [Figure 6.1.10-1](#) and [6.1.10-2](#) is a conceptual layout for the Poplar Street Take-Out. Final design will consider input from the town of Montague, AW, AMC, Crab Apple Whitewater, New England FLOW, Zoar Outdoors, MDCR, NHESP and NMFS (relative to Shortnose Sturgeon).

The take-out is located at the end of Poplar Street in a residential neighborhood. The existing gravel parking area will be slightly re-designed to make the parking pattern and lot boundaries more obvious; signage will also assist with parking directions. After the first year the Poplar Street take-out is operational, FirstLight, the town of Montague, AW, AMC, Crab Apple Whitewater, New England FLOW, Zoar Outdoors, and MDCR will consult relative to vandalism (including to the porta-potty), variable flow release events⁸ and overnight parking, and inappropriate uses at the location, given its proximity to the residential neighborhood. Modifications to the take-out may be required pending usage. FirstLight will also consult with the same group in finalizing the design. FirstLight will actively engage and support efforts of the town of Montague and relevant state agencies with regard to the potential to link this lot to other available overflow parking, including via the adjacent state-owned Rail Trail.

6.1.11 Install Interpretive Cultural Signage at Key Locations

FirstLight will install interpretive signage in consultation with the Nolumbeka Project Inc., Elnu Abenaki Tribe, and the town of Montague Historical Commission at Cabot Woods (Rock Dam) and Peskeompskut/Great Falls (Turners Falls Dam). FirstLight will work with these parties in the consideration of any other proposed historical/cultural interpretative installations to be located in these areas. Interpretive

⁸The Variable Flow Releases are defined in the Flows and Fish Passage Settlement Agreement filed with FERC on March 31, 2023 (see Draft License Article A150).

signage at Cabot Woods (Rock Dam) will be completed when a) the Cabot Wood stairs are installed and b) the two put-ins below the Turners Falls Dam are constructed.

6.2 Northfield Mountain Project

6.2.1 Enhance Existing Bennett Meadow Trails

Enhance Project Recreation Site: FirstLight will enhance existing riverfront trails south of Route 10 off the parking lot at Bennett Meadow and include historical and cultural interpretive signage. FirstLight will consult with the town of Northfield, MDCR, MDFW, Nolumbeka Project Inc, and the Elnu Abenaki Tribe in finalizing the design, placement of a bench, and the interpretive signage.

6.2.2 Construct Riverview Improvements (Docks)

Modification: The proposed barrier net will be in place during a portion of the summer recreation season. The current layout of the barrier net encloses the existing Boat Tour Dock. Given this, FirstLight proposes to relocate the dock further upstream of its current location. Moving the dock will entail extending the existing road further north and allowing boaters or users of the area the ability to drop a boat closer to the dock or operate a wheelchair down the access road. The dock will be integrated into the New Project Recreation Facility described below.

New Project Recreation Facility: FirstLight will provide an ADA-accessible dock layout that supports motor boats, canoes/kayaks, and Riverboat. Shown in [Figure 6.2.2-1](#) and [6.2.2-2](#) is a conceptual layout for the docks and access at Riverview. FirstLight will try to design access to preserve as many pre-existing trees as possible.

FirstLight will consult with the town of Northfield, MDCR, FRCOG, and AMC in finalizing the design.

6.2.3 Construct New Mountain Biking Trails at Northfield Mountain

New Project Recreation Facility: FirstLight will construct approximately five (5) miles of new trails for mountain biking to be designed all in consultation with the New England Mountain Bike Association and MDCR and to be incorporated into the NMTCC trail system.

6.2.4 Construct Barton Cove Campsite

New Project Recreation Sites: FirstLight will provide paddle access camping at a new campsite in the Barton Cove area in Gill, in consultation with the town of Gill and AMC.

6.2.5 Establish Rose Ledges as a Project Recreation Facility

New Project Recreation Site: Rose Ledges is a rock climbing area on the eastern side of Northfield Mountain. FirstLight will make Rose Ledges a new Project Recreation Facility to allow rock climbing as it is already in the Northfield Mountain Project Boundary. Notwithstanding any other provision of this RMP, access to Rose Ledges shall remain free of charge for the duration of FirstLight's license. FirstLight is not proposing to include additional parking and is limiting the use at Rose Ledges to only climbing.

6.2.6 Implement Barton Cove Improvements (Locking Canoes and Kayaks)

Modification: FirstLight will add the ability to lock canoes and kayaks during the day at the Barton Cove Canoe and Kayak rental facility in the picnic area.

6.3 Summary of Existing and Proposed Recreation Facilities

[Table 6.3-1](#) is a summary of the existing and new/upgraded recreation facilities at the Northfield Mountain and Turners Falls Project, by town.

RECREATION MANAGEMENT PLAN

Table 6.3-1. 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
Town of Northfield		
<u>Bennett Meadow</u> <ul style="list-style-type: none"> • FirstLight will permanently conserve its lands within Bennett Meadow that are not already under conservation easement. • FirstLight will enhance the existing riverfront trails at Bennett Meadow (southern side of Route 10) and include historical and cultural interpretation and bench. 	Proposed	Northfield
<u>Munn’s Ferry Boat Camping Recreation Area</u> <ul style="list-style-type: none"> • Water access only at camping sites. • Pedestrian footbridge. • Tent campsites, each with trash can, tent platform, picnic table, grill, and some fire rings. 	Existing	Northfield
<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. 	Existing	Northfield
<u>Riverview</u> <ul style="list-style-type: none"> • FirstLight to relocate the dock that would be enclosed by the fish barrier net in the Northfield Mountain Project tailrace. • FirstLight to provide for an ADA-accessible dock layout that supports motor boats, canoes/kayaks, and Riverboat. 	Proposed	Northfield
<u>Northfield Mountain Tour and Trail Center</u> (also includes the Town of Erving) <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. • 26 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. 	Existing	Northfield

RECREATION MANAGEMENT PLAN

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License
<p><u>Northfield Mountain Tour and Trail Center</u></p> <ul style="list-style-type: none"> • FirstLight will construct approximately 5 miles of new trails for mountain biking to be incorporated into the NMTCC trail system. • FirstLight to donate used sporting equipment to local youth organizations. 	Proposed	Northfield
<p><u>Turners Falls Impoundment Access and Viewing</u> (also includes the Town of Gill)</p> <ul style="list-style-type: none"> • FirstLight to provide paddle access camping at 2 new campsites- one in the Barton Cove area in Gill and the other (if possible) at Mallory Brook in Northfield. If for some reason the Mallory Brook location is problematic, another site will be chosen. • FirstLight will install one pocket park at the Pauchaug-Schell Bridge Greenway and include signage for historical and cultural interpretation. 	Proposed	Northfield Turners Falls
Town of Erving		
<p><u>Climbing Ledges</u></p> <ul style="list-style-type: none"> • FirstLight will make Rose Ledges a designated Project Recreation Facility to allow climbing. 	Proposed	Northfield
Town of Montague		
<p><u>Cabot Camp</u></p> <ul style="list-style-type: none"> • FirstLight will construct a formal path leading from the Cabot Camp parking area to a put-in to the Millers River and add a picnic table and improve signage. • FirstLight will attempt to find a qualified organization to take responsibility for preserving the Cabot Camp historic buildings as summarized in Section 4.2.3. 	Proposed	Northfield
<p><u>Unity Park</u></p> <ul style="list-style-type: none"> • FirstLight will add a new car-top access and put-in at the northern end of Unity Park, provide a means of storing and locking vessels, and reconfigure the Unity Park parking lot to improve vehicle and pedestrian safety. 	Proposed	Northfield
<p><u>Gatehouse Fishway Viewing Area</u></p> <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
<p><u>River Access below Turners Falls Dam</u> FirstLight will provide the following river access points:</p> <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. 	Proposed (note that Poplar Street is an existing facility that	Turners Falls

RECREATION MANAGEMENT PLAN

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License
<ul style="list-style-type: none"> 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. 	is being improved)	
<p><u>Safety Improvements</u></p> <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
<p><u>Viewing Platform</u></p> <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
<p><u>Turners Falls Branch Canal</u></p> <ul style="list-style-type: none"> FirstLight will continue to provide the overlook and benches. 	Existing	Turners Falls
<p><u>Cabot Woods</u></p> <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. 	Existing	Turners Falls
<p><u>Cabot Woods</u></p> <ul style="list-style-type: none"> FirstLight will replace and maintain stairs at Cabot Woods. 	Proposed	Turners Falls
<p><u>Portage</u></p> <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). 	Existing	Turners Falls
<p><u>Portage</u></p> <ul style="list-style-type: none"> FirstLight will construct a portage trail around Rock Dam (on river left; on the Cabot Woods side of the river). 	Proposed	Turners Falls
Town of Gill		
<p><u>Barton Cove Nature Area and Campground</u></p> <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

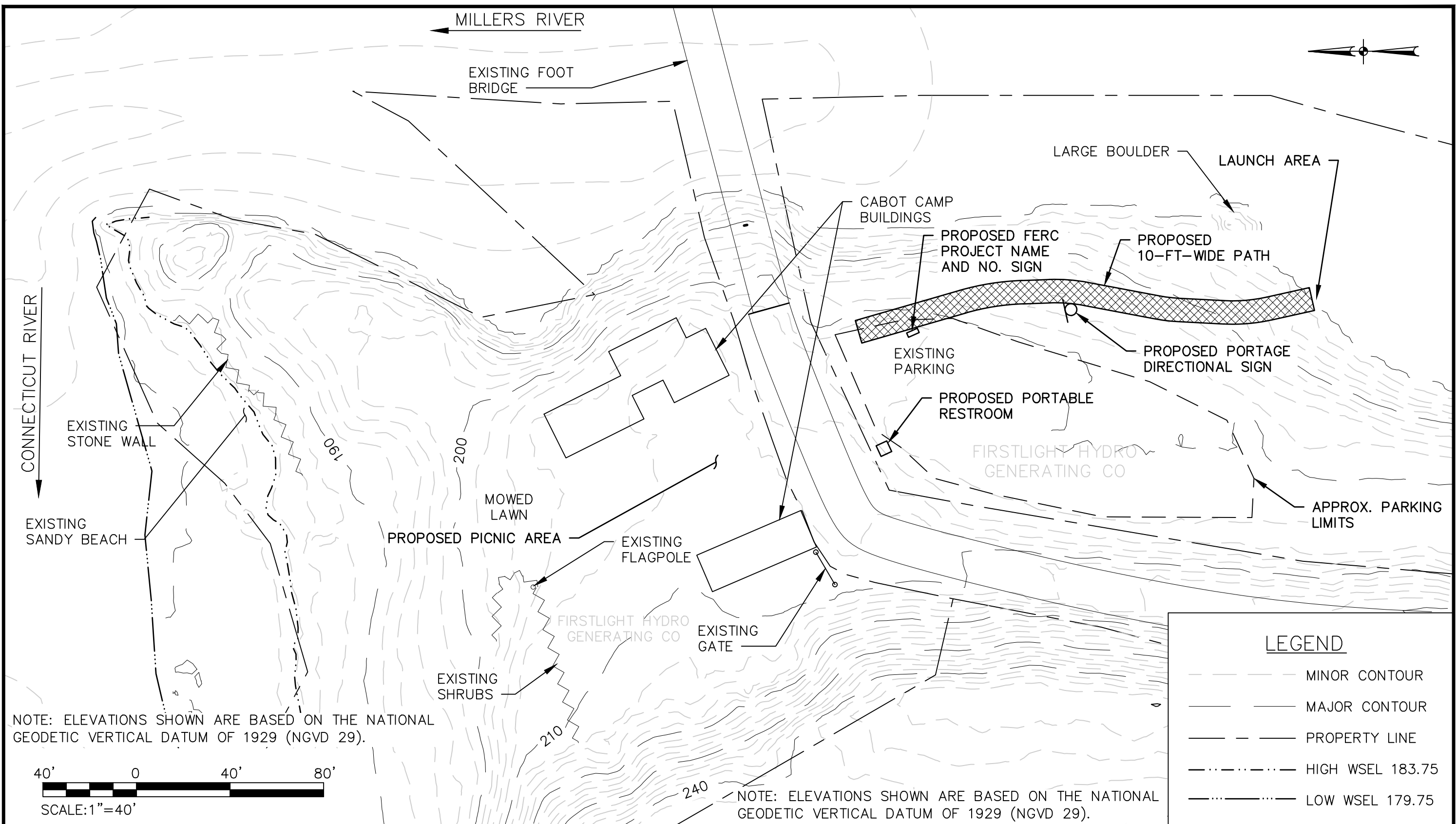
RECREATION MANAGEMENT PLAN

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License
<p><u>Barton Cove Canoe and Kayak Rental Area</u></p> <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. 	Existing	Northfield
<p><u>Barton Cove Canoe and Kayak Rental Area</u></p> <ul style="list-style-type: none"> • FirstLight 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. 	Proposed	Northfield
<p><u>Flow Notification</u></p> <ul style="list-style-type: none"> • FirstLight will provide real-time TFI water level information as measured at the Turners Falls Dam and provide real-time Turners Falls Dam spill rates and Station No. 1 discharges 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 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 contingent upon advance notification procedures to be followed by the Licensee of the Vernon Hydroelectric Project (FERC No. 1904). 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 the Licensee of the Vernon Hydroelectric Project provide FirstLight with flow data more than 12 hours in advance, FirstLight will publish the information sooner. 	Proposed	Northfield and Turners Falls
<p><u>ADA</u></p> <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 RMP 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 ADA and will implement applicable ADA improvements. 	Proposed	Northfield and Turners Falls
<p><u>Recreation Management Plan</u></p> <ul style="list-style-type: none"> • The RMP will be revisited once every 10 years to evaluate recreation use and demand. 	Proposed	Northfield and Turners Falls

RECREATION MANAGEMENT PLAN

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License
<p><u>Conservation Easements</u></p> <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. • 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. 	Proposed	Northfield and Turners Falls

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NO.	DATE	DESCRIPTION	BY	APP

FOR: 

BY: 
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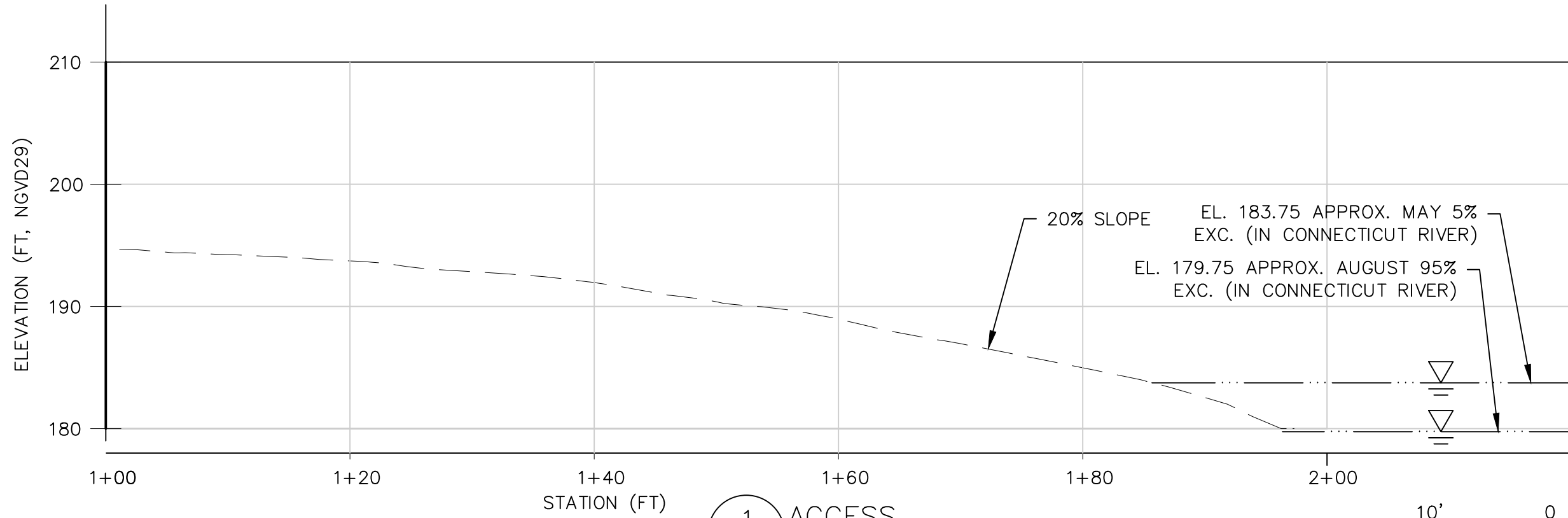
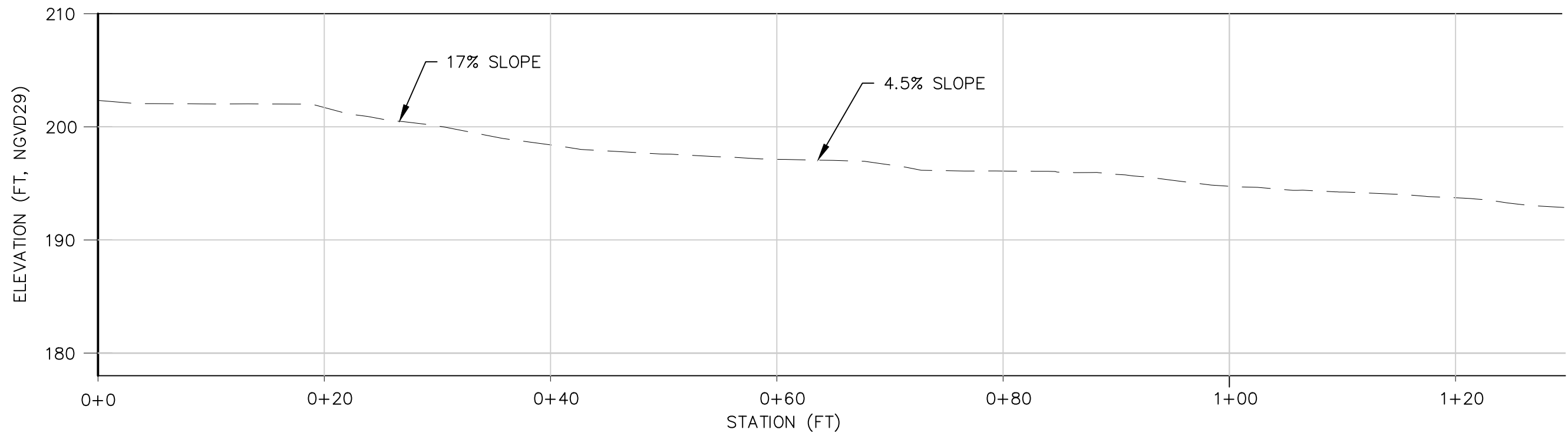
DESIGNED BY:	KJC
DRAWN BY:	JSC
CHECKED BY:	RLS
APPROVED BY:	-
PROJECT NO.:	1490
DATE:	5-4-22

AMENDED FINAL LICENSE APPLICATION

CONCEPTUAL LAYOUT OF ACCESS TRAIL AND PUT-IN AT CABOT CAMP

SCALE: 1" = 40' DRAWING NO.: 6.1.3-1

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



1 ACCESS
2 SCALE: 1" = 10'



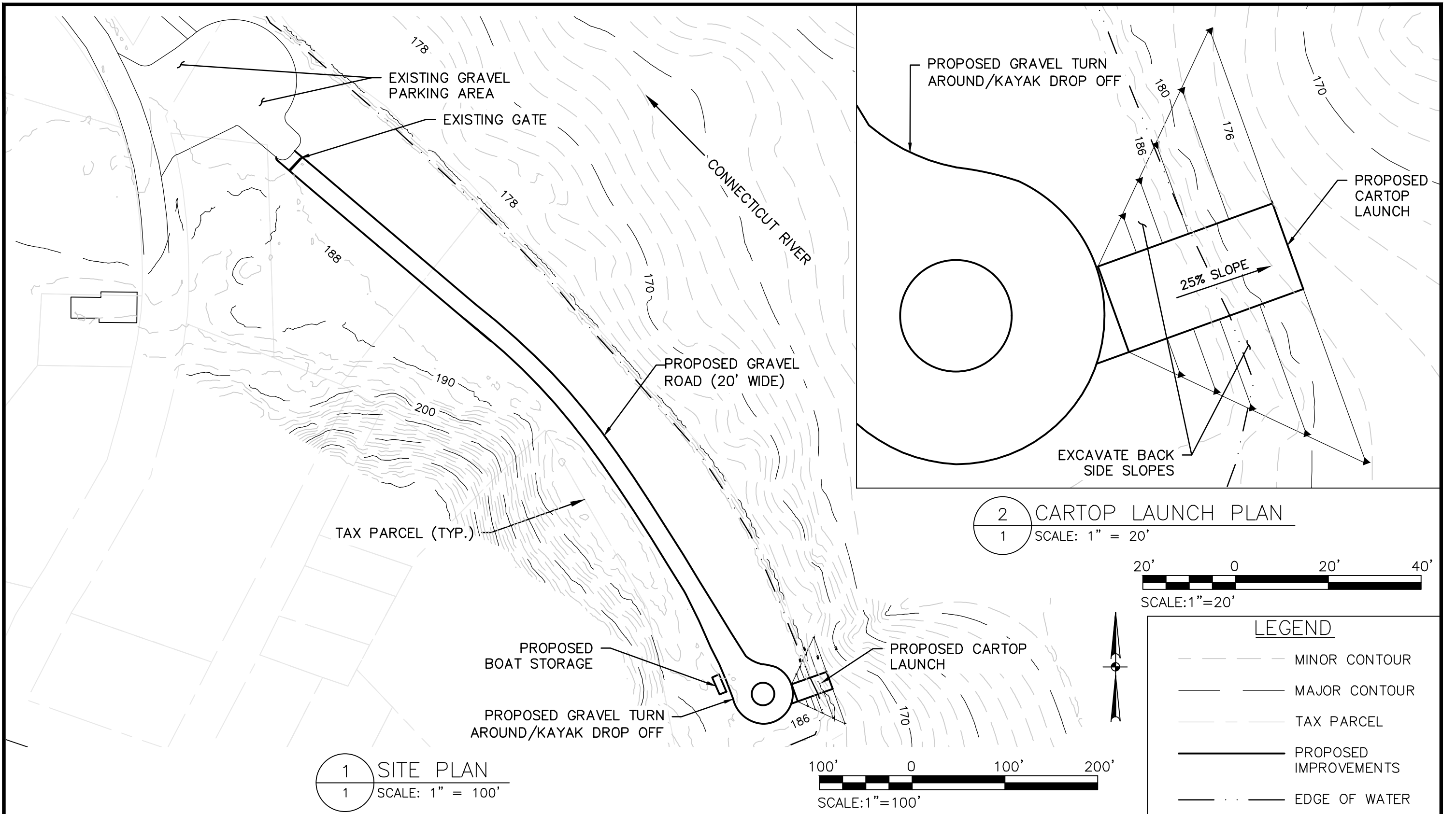
NOTE: ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

NO.	DATE	DESCRIPTION	BY	APP

FOR:		DESIGNED BY:	KJC
BY:		DRAWN BY:	JSC
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		APPROVED BY:	-
		PROJECT NO.:	1490
		DATE:	2-19-20

AMENDED FINAL LICENSE APPLICATION	
CONCEPTUAL PROFILE OF ACCESS TRAIL AND PUT-IN	
SCALE:	1" = 10'
DRAWING NO.:	6.1.3-2

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1 SITE PLAN
SCALE: 1" = 100'

2 CARTOP LAUNCH PLAN
SCALE: 1" = 20'



LEGEND	
	MINOR CONTOUR
	MAJOR CONTOUR
	TAX PARCEL
	PROPOSED IMPROVEMENTS
	EDGE OF WATER

NO.	DATE	DESCRIPTION	BY	APP

FOR:

BY:

Williamsville, NY Utica, NY Albany, NY Henniker, NH
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DESIGNED BY:	KJC
DRAWN BY:	JSC
CHECKED BY:	KJC
APPROVED BY:	-
PROJECT NO.:	1490
DATE:	3-1-23

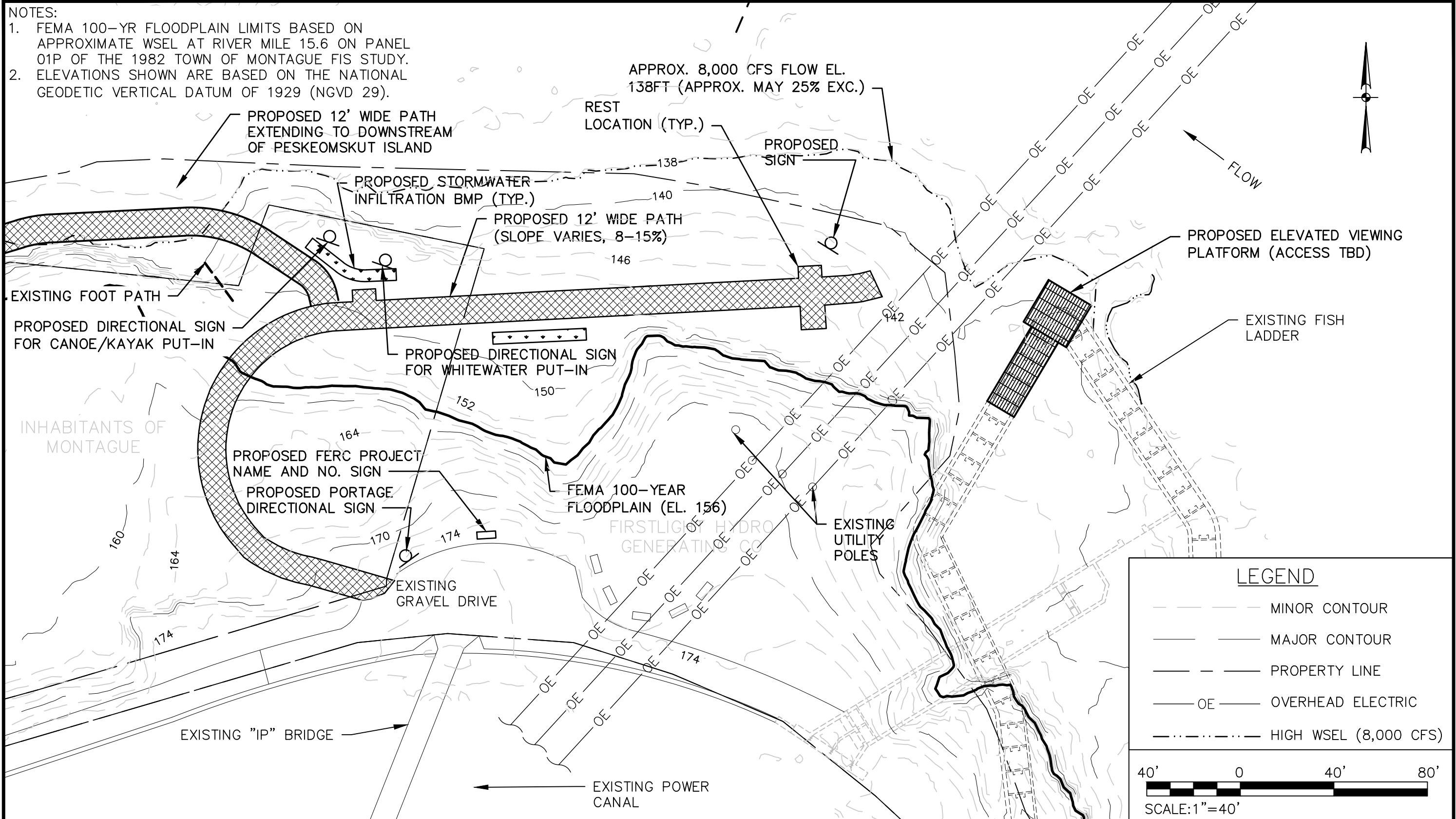
CONCEPTUAL LAYOUT OF CAR-TOP ACCESS AT NORTH END OF UNITY PARK

SCALE: AS NOTED DRAWING NO.: 6.1.4-1

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.

NOTES:

1. FEMA 100-YR FLOODPLAIN LIMITS BASED ON APPROXIMATE WSEL AT RIVER MILE 15.6 ON PANEL 01P OF THE 1982 TOWN OF MONTAGUE FIS STUDY.
2. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).



LEGEND

- MINOR CONTOUR
- MAJOR CONTOUR
- - - PROPERTY LINE
- OE — OVERHEAD ELECTRIC
- · - · - · - HIGH WSEL (8,000 CFS)

40' 0 40' 80'

SCALE: 1"=40'

NO.	DATE	DESCRIPTION	BY	APP

FOR: **FirstLight**

BY: **GOMEZ AND SULLIVAN ENGINEERS**
Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH
 www.gomezandsullivan.com

DESIGNED BY: KJC
 DRAWN BY: KSC
 CHECKED BY: KJC
 APPROVED BY: -
 PROJECT NO.: 1490
 DATE: 5-3-22

AMENDED FINAL LICENSE APPLICATION

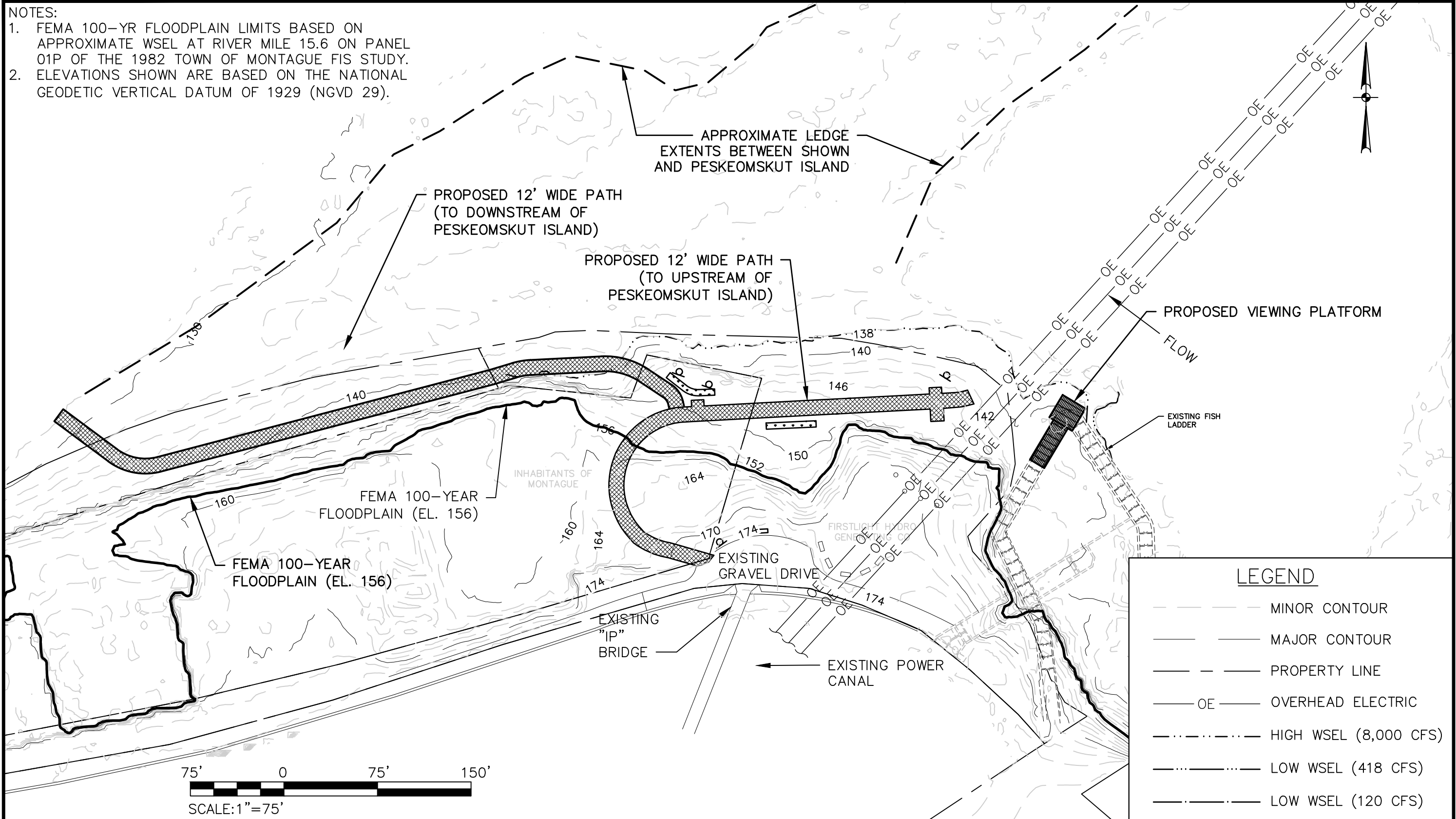
CONCEPTUAL LAYOUT OF TWO PUT-INS BELOW TURNERS FALLS DAM
 (PUT-IN UPSTREAM OF PESKEOMSKUT ISLAND)

SCALE: 1" = 40' DRAWING NO.: 6.1.5-1

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2. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).



NO.	DATE	DESCRIPTION	BY	APP

FOR: **FirstLight**

BY: **GOMEZ AND SULLIVAN ENGINEERS**
Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH
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DESIGNED BY: KJC
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 CHECKED BY: KJC
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 DATE: 5-3-22

AMENDED FINAL LICENSE APPLICATION

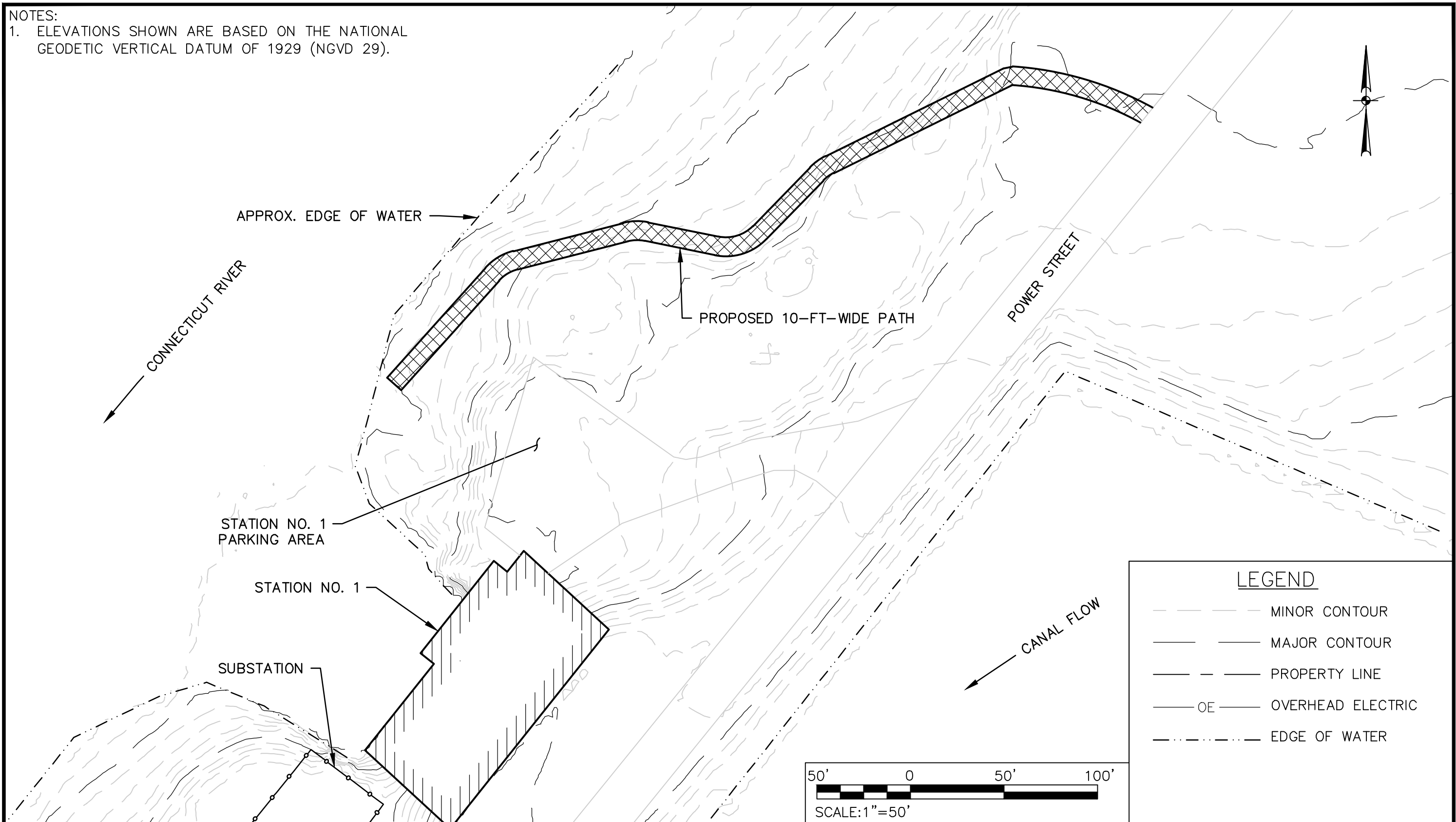
**CONCEPTUAL LAYOUT OF TWO PUT-INS BELOW TURNERS FALLS DAM
 (PUT-IN DOWNSTREAM OF PESKEOMSKUT ISLAND)**

SCALE: 1" = 75' DRAWING NO.: 6.1.5-2

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.

NOTES:

- ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).



NO.	DATE	DESCRIPTION	BY	APP

FOR: 

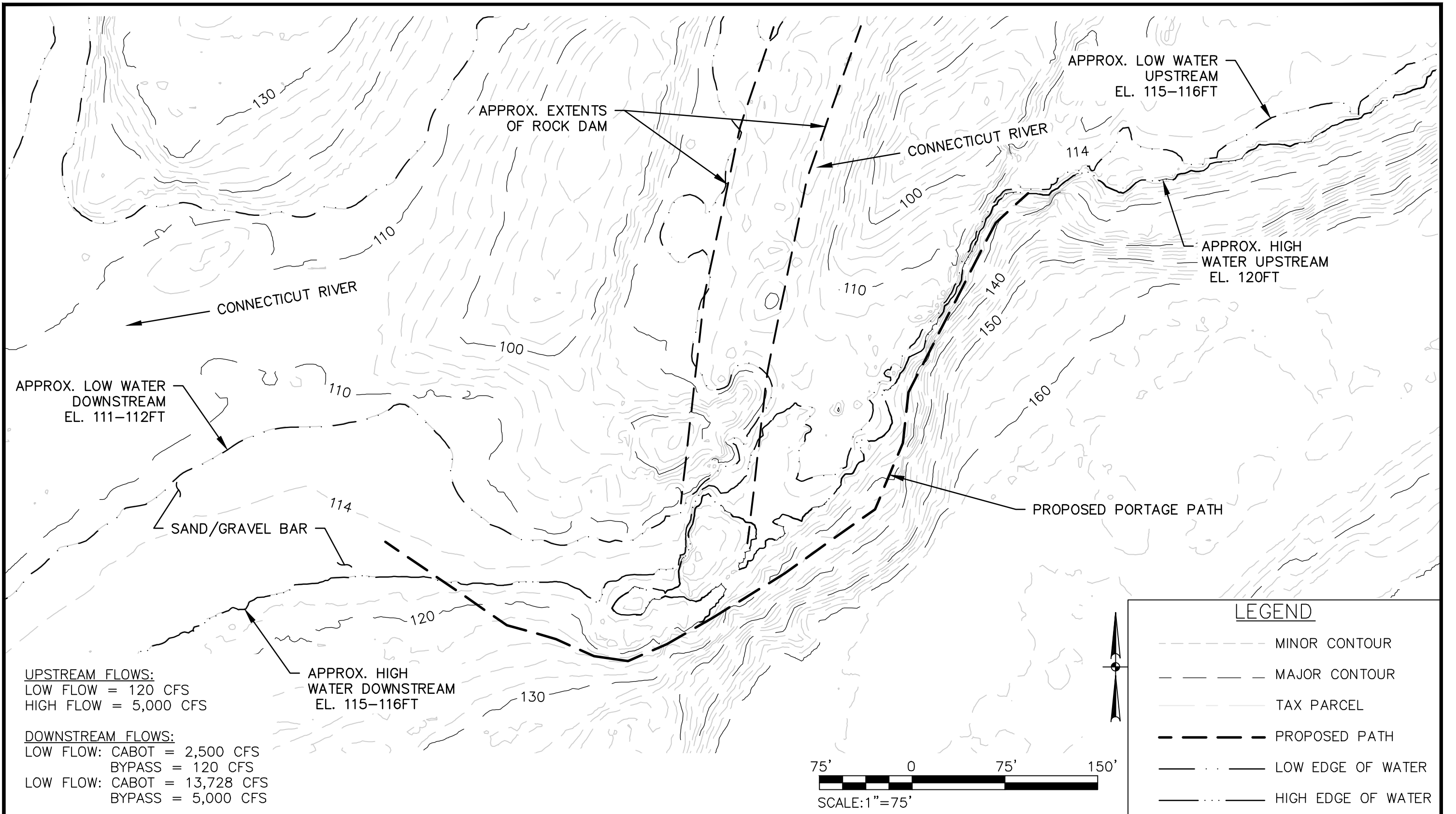
BY: 
Williamsville, NY Utica, NY Albany, NY Henniker, NH
 www.gomezandsullivan.com

DESIGNED BY:	KJC
DRAWN BY:	JSC
CHECKED BY:	KJC
APPROVED BY:	-
PROJECT NO.:	1490
DATE:	3-1-23

CONCEPTUAL LAYOUT OF ACCESS TRAIL AT STATION NO. 1

SCALE:	1" = 50'	DRAWING NO.:	6.1.7-1
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IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



UPSTREAM FLOWS:
 LOW FLOW = 120 CFS
 HIGH FLOW = 5,000 CFS

DOWNSTREAM FLOWS:
 LOW FLOW: CABOT = 2,500 CFS
 BYPASS = 120 CFS
 LOW FLOW: CABOT = 13,728 CFS
 BYPASS = 5,000 CFS

NO.	DATE	DESCRIPTION	BY	APP

FOR: 

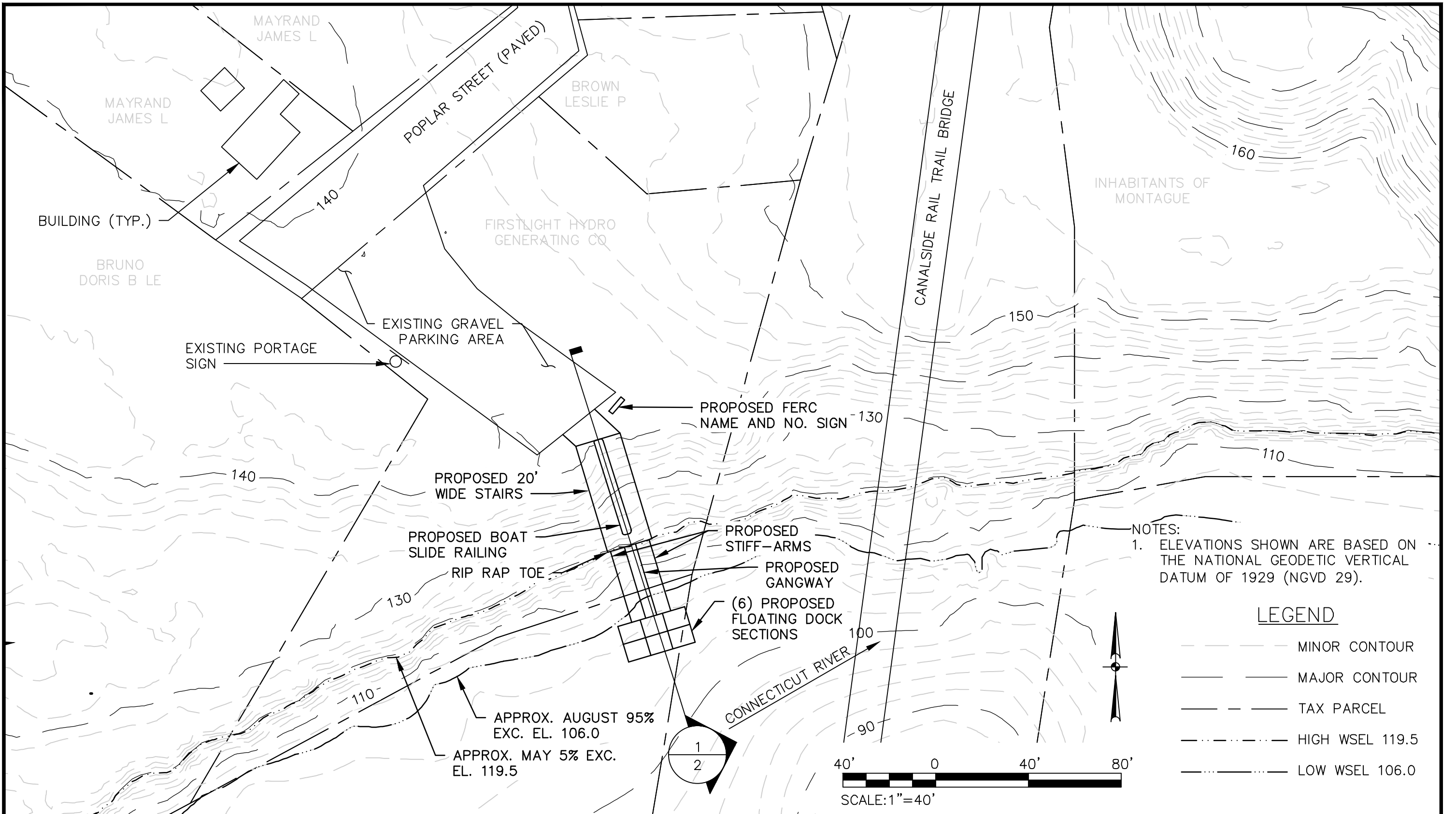
BY: 
 Williamsville, NY Utica, NY Albany, NY Henniker, NH
 www.gomezandsullivan.com

DESIGNED BY:	KJC
DRAWN BY:	JSC
CHECKED BY:	KJC
APPROVED BY:	-
PROJECT NO.:	1490
DATE:	3-1-23

**CONCEPTUAL LAYOUT OF PORTAGE TRAIL
AROUND ROCK DAM**

SCALE: 1" = 75' DRAWING NO.: 6.1.9-1

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



NOTES:
 1. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

LEGEND	
	MINOR CONTOUR
	MAJOR CONTOUR
	TAX PARCEL
	HIGH WSEL 119.5
	LOW WSEL 106.0

APPROX. AUGUST 95%
 EXC. EL. 106.0
 APPROX. MAY 5% EXC.
 EL. 119.5

NO.	DATE	DESCRIPTION	BY	APP

FOR:

BY:

Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH
 www.gomezandsullivan.com

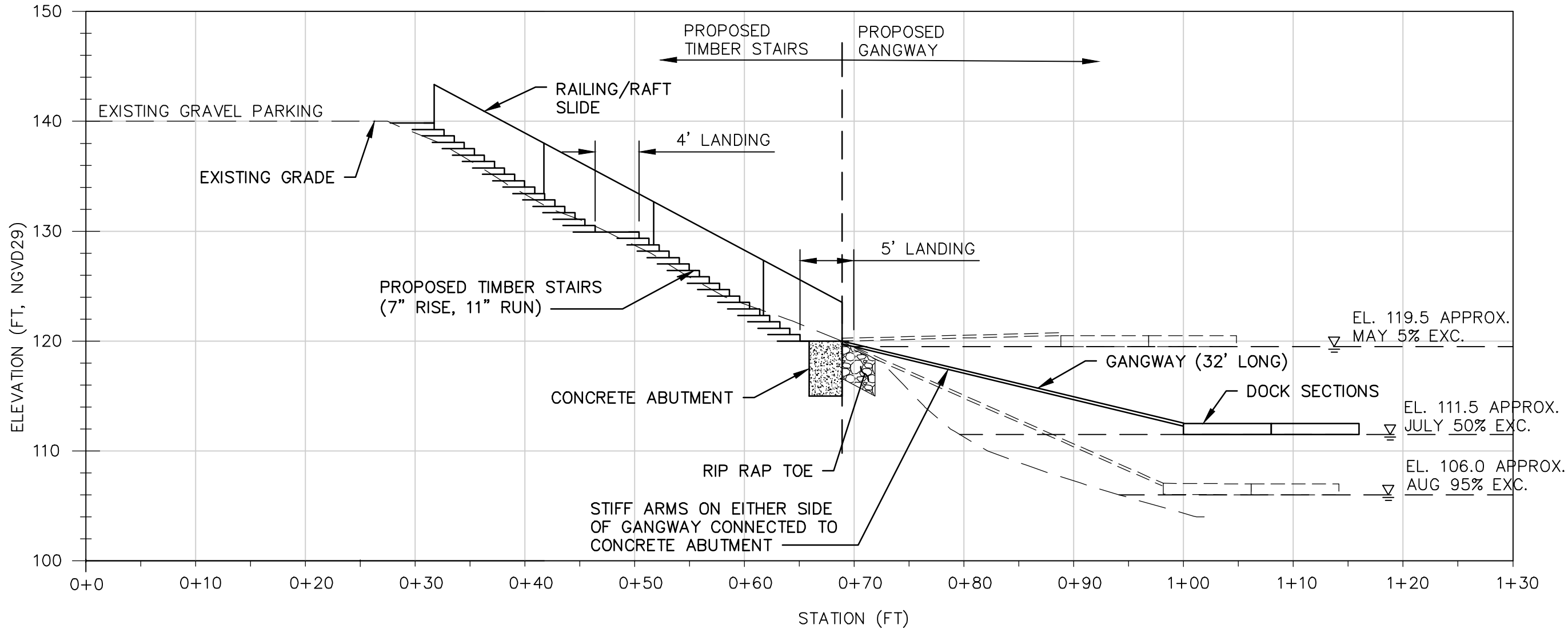
DESIGNED BY: KJC
DRAWN BY: KJC
CHECKED BY: RLS
APPROVED BY: -
PROJECT NO.: 1490
DATE: 4-9-20

AMENDED FINAL LICENSE APPLICATION

CONCEPTUAL LAYOUT OF POPLAR STREET TAKE-OUT

SCALE: 1" = 40'	DRAWING NO.: 6.1.10-1
-----------------	-----------------------

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



NOTES:
 1. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

1 STAIR PROFILE
 2 SCALE: 1" = 10'



NO.	DATE	DESCRIPTION	BY	APP

FOR: 

BY: 
 Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH
 www.gomezandsullivan.com

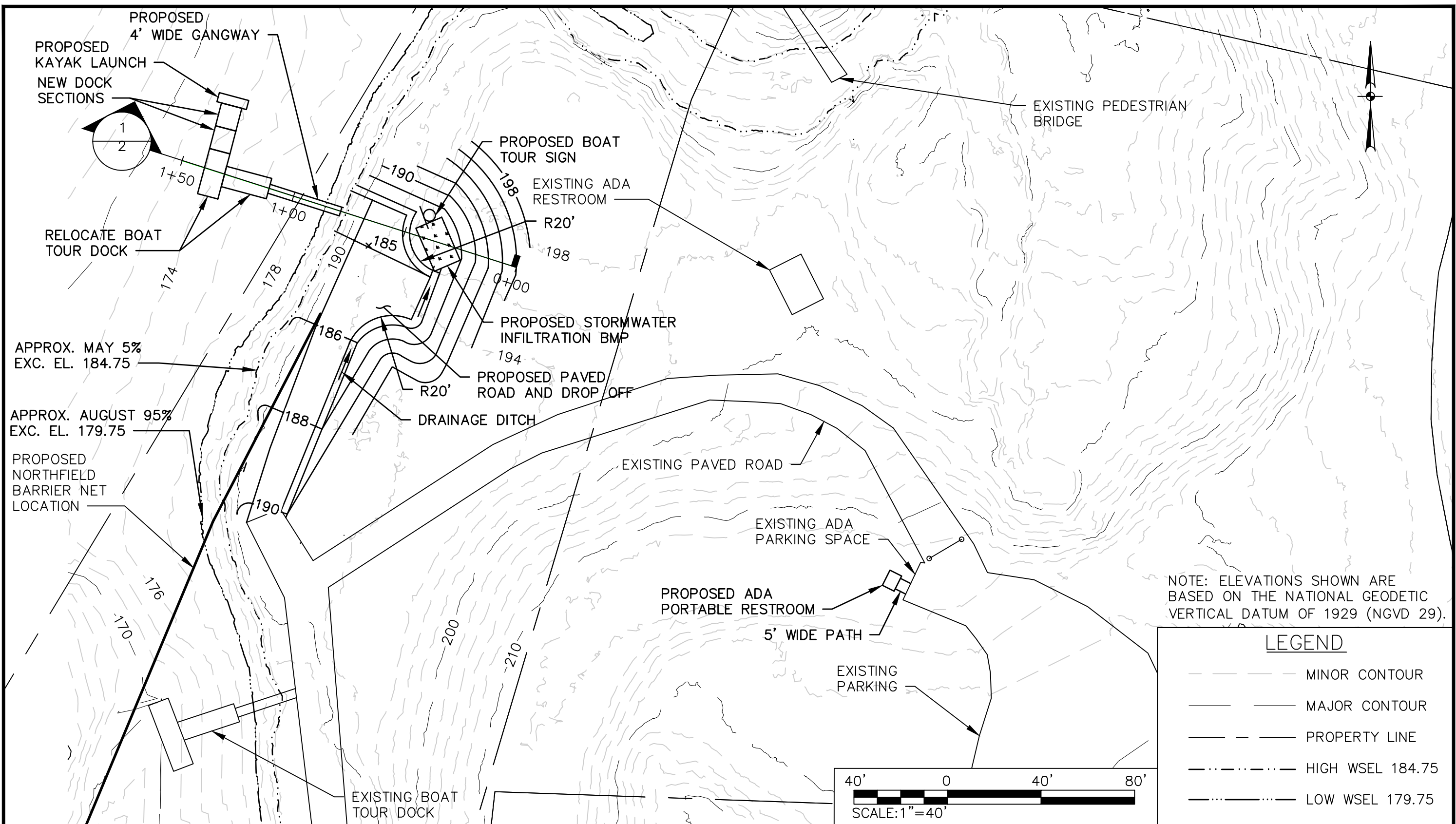
DESIGNED BY: KJC
 DRAWN BY: KJC
 CHECKED BY: RLS
 APPROVED BY: -
 PROJECT NO.: 1490
 DATE: 4-9-20

AMENDED FINAL LICENSE APPLICATION

CONCEPTUAL PROFILE OF POPLAR STREET TAKE-OUT

SCALE: 1" = 10' DRAWING NO.: 6.1.10-2

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



NOTE: ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

LEGEND	
	MINOR CONTOUR
	MAJOR CONTOUR
	PROPERTY LINE
	HIGH WSEL 184.75
	LOW WSEL 179.75

NO.	DATE	DESCRIPTION	BY	APP

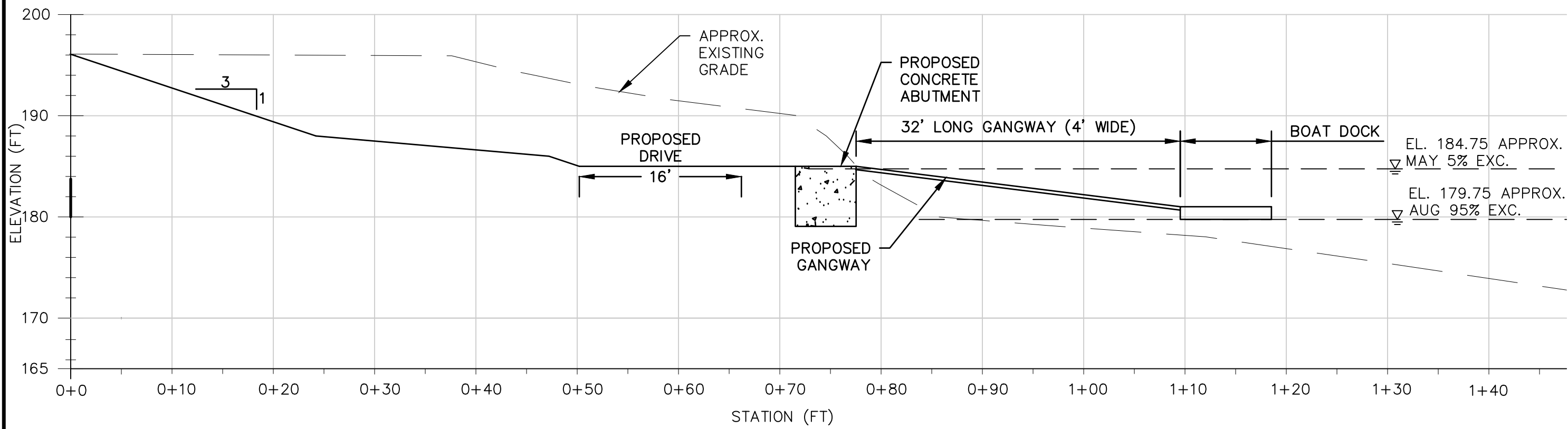
FOR: **FirstLight**

BY: **GOMEZ AND SULLIVAN ENGINEERS**
Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH
www.gomezandsullivan.com

DESIGNED BY: KJC
DRAWN BY: KJC
CHECKED BY: RLS
APPROVED BY: -
PROJECT NO.: 1490
DATE: 02-19-20

AMENDED FINAL LICENSE APPLICATION	
RIVERVIEW - BOAT TOUR DOCK RELOCATION - PLAN	
SCALE: 1" = 40'	DRAWING NO.: 6.2.2-1

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANYWAY UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. ALTERATIONS MUST HAVE THE ENGINEER'S SEAL AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.



1 BOAT DOCK PROFILE
2 SCALE: 1" = 10'

NOTE: ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).



NO.	DATE	DESCRIPTION	BY	APP

FOR:		DESIGNED BY: KJC
BY:		DRAWN BY: KJC
	Williamsville, NY • Utica, NY • Albany, NY • Henniker, NH www.gomezandsullivan.com	CHECKED BY: RLS
		APPROVED BY: -
		PROJECT NO.: 1490
		DATE: 02-19-20

AMENDED FINAL LICENSE APPLICATION	
RIVERVIEW - BOAT TOUR DOCK RELOCATION - PROFILE	
SCALE: 1" = 10'	DRAWING NO.: 6.2.2-2

RECREATION MANAGEMENT PLAN

7 IMPLEMENTATION SCHEDULE FOR RECREATION MODIFICATIONS AND UPGRADES

There are many new recreation features associated with the Turners Falls and Northfield Mountain Projects. FirstLight will complete construction of the proposed and upgraded recreation facilities within six (6) years of license issuance. [Table 7.0-1](#) lists FirstLight's new and upgraded recreation protection, mitigation, and enhancement (PM&E) measures including the number of years after license issuance the recreation feature will become operational.

Table 7.0-1. Recreation Implementation Schedule

Feature	Year after License Issuance Feature becomes Operational					
	1	2	3	4	5	6
Updates to Recreation Management Plan	completed					
Compliance with American with Disabilities Act	x	x	x	x	x	x
Donate Used Sporting Equipment	when available					
Establish Conservation Easements/Restrictions (details in Year 2, implementation in Year 6)		x				x
Install Interpretive Signage at Cabot Woods (Rock Dam) and at the Put-in below Turners Falls Dam		x	x			
Turners Falls Project						
Establish Flow and Water Level Notification Website	x					
Disposition of Cabot Camp Historic Structures			x			
Construct Pocket Park			x			
Construct Mallory Brook Campsite			x			
Construct Formal Access Trail and Put-In at Cabot Camp				x		
Construct Car-Top Access at North End of Unity Park and Reconfigure Parking Lot (locking canoes and kayaks)					x	
¹ Construct River Access and Two Put-Ins just below Turners Falls Dam			x			
¹ Construct Viewing Platform and Picnic Area just below Turners Falls Dam					x	
Construct River Access Trail at Station No. 1			x			
Install Stairs at the Cabot Woods Fishing Access		x				
Construct Portage Trail around Rock Dam (trail to be marked in Year 1 after consultation)					x	
Improve Poplar Street River Access/Take-Out			x			
Northfield Mountain Project						
Construct Bennett Meadow Trail	x					
Construct Riverview Improvements (Docks)				x		
Construct New Mountain Biking Trails at Northfield Mountain					x	
Construct Barton Cove Campsite			x			
Establish Rose Ledges as a Project Recreation Facility		x				
Implement Barton Cove Improvements (locking canoes and kayaks)	x					

¹These facilities will be constructed prior to Year 9 when the Spillway Lift will be completed. The facilities may be temporarily disturbed during the Spillway Lift construction.

8 MANAGEMENT AND MAINTENANCE MEASURES FOR PROJECT RECREATION SITES

FirstLight will continue to operate and maintain the existing Project Recreation Sites, as well as the new Project Recreation Sites. [Table 8.0-1](#) and [Table 8.0-2](#) identifies the amenities at the Turners Falls Project and Northfield Mountain Project Recreation Sites, respectively, that are governed by the management and maintenance measures discussed herein. Note that some of the maintenance measures only apply to the Northfield Mountain Project, which are called out below.

8.1 Access Roads and Parking Areas

Access roads and parking areas with paved or gravel surfaces will be inspected prior to the beginning of the summer recreation season and periodically over the course of the operating season. If an issue with the condition of a road or paved surface is noted, a plan to repair the road will be developed and action will be taken. If the road condition is unsafe, it will be closed until repairs can be made. Parking lots shall be maintained and re-graded as needed over the course of the year to ensure the public's ability to use them safely.

8.2 Boat Docks

Prior to installation, boat docks will be inspected. The inspection will include access ramps, docks, deck surface, hardware, and other components. If a problem is noted, plans to repair, or replace the docks will be developed and implemented. Docks will be periodically inspected during the operating season. In the case of the Poplar Street dock access, during the boating season the steps leading to the floating dock may need to be maintained/cleaned from excess sediment build-up.

8.3 Picnic Areas

Picnic areas will be inspected prior to the beginning of the summer recreation season to ensure that the sites are free of debris. Amenities such as picnic tables, grills, and benches will be reviewed for vandalism and condition prior to opening of the sites. Excess vegetation will be removed as needed. If an issue with the amenities arises, a plan to repair or replace the amenity will be developed and implemented. If recreationists note an issue at a facility, an inspection will occur to determine if actions are needed.

8.4 Campsites

Campsites will be inspected prior to opening to assure that the sites are free of debris. Amenities such as picnic tables, grills, and fire rings will be reviewed for vandalism and condition prior to opening of the sites. Excess vegetation will be removed as needed. If an issue with the amenities arises, a plan to repair or replace the amenity will be developed and implemented. If recreationists note an issue at a facility, an inspection will occur to determine if actions are needed.

For the two new primitive campsites at Mallory Brook and Barton Cove, subject to a maintenance agreement, AMC, or its designee, will inspect the facilities at the beginning of the camping season and maintain the campsites throughout the season. AMC, or its designee, will be responsible for notifying FirstLight upon completion of its inspection and indicate what, if any, repairs are needed or if equipment replacement is needed. FirstLight will be responsible for major repairs to the two campsites and replacing equipment, specifically tent platforms, stairs (if applicable) and moldering privy.

8.5 Restrooms

Project Recreation Sites containing restroom facilities will be inspected prior to opening to assure that they are clean and functioning properly. These facilities will be maintained on a regular basis. Vault toilets and portable restroom facilities will be pumped out as necessary to maintain sanitary conditions. If a problem with the structure or facility is noted, it may be closed to execute needed repairs. Restrooms will be inspected on a routine basis and repairs or maintenance will be performed as issues arise. Any portable toilets will be well maintained and monitored for signs of abuse and shall be accessible in design.

8.6 Shower Facilities (Northfield Mountain Project)

Shower facilities will be inspected prior to opening to assure that they are clean and functioning properly. These facilities will be maintained on a regular basis and will be inspected on a routine basis. Repairs or maintenance will be performed as issues arise. If a problem with the structure or facility is noted, it may be closed to execute needed repairs.

8.7 Signs

All signs posted at points of public access to the Project as required by 18 CFR Section 8.2 (known as Part 8 signs) and public safety signs at recreation sites will be inspected and repaired prior to the beginning of the summer recreation season. This inspection will include the condition of the sign and a review of presented information to ensure that it is appropriate and legible. If an issue with the sign is noted or reported the sign will be scheduled for repair or replacement.

8.8 Buildings and Other Structures

Buildings and other structures that are part of the Project Recreation Sites will be maintained and cleaned on a regular basis during the operating season. Structures will be inspected annually and if a structure requires repair, it may be closed until the repairs are complete.

8.9 Trails

All access trails will be inspected on an annual basis to determine if there are existing safety hazards. If an issue is observed FirstLight will establish a plan to correct the issue and execute the plan.

Northfield Mountain Project

The NMTTC trail system, Barton Cove Nature Trail, and Bennett Meadow Trail will be inspected on a routine basis to determine if there is a need for maintenance to the trail tread or drainage, as well as the need for trail clearing or grading. The trail system will be routinely inspected for potential damaged or hazard trees. If an issue is reported or observed, a plan to correct the issue will be developed and implemented.

In the winter, trails at Northfield Mountain will be maintained for cross-country skiing when snow is present.

8.10 FirstLight Heritage Riverboat (Northfield Mountain Project)

The Heritage will be maintained and operated in accordance with Federal (including U.S. Coast Guard), State, and Local, laws and regulations.

8.11 Non-Motorized Boat Put-Ins/Take-Outs

Non-motorized boat put-ins/take-outs will be inspected for condition prior to the beginning of the summer recreation season and periodically over the course of the operating season. If an issue with the condition of the put-in/take-out is noted, a plan to repair the site will be developed and action will be taken. If recreationists note an issue at a put-in/take-out, an inspection will occur to determine if actions are needed.

RECREATION MANAGEMENT PLAN

Table 8.0-1. Amenities at Turners Falls Project Recreation Sites to which Management and Maintenance Measures Apply

Project Recreation Site	Management and Maintenance Measures								
	Access Roads and Parking Areas	Boat Docks	Picnic Areas	Campsites	Restrooms	Signs	Buildings and Other Structures	Trails	Non-motorized Boat Put-ins/Take-Outs
Construct Pocket Park			✓			✓			
Construct Mallory Brook Campsite				✓ (Maintenance by AMC, or its designee)					
Construct Formal Access Trail and Put-in at Cabot Camp	✓		✓		✓ (Porta-potty)				✓
Construct Car-Top Access at North End of Unity Park and Reconfigure Parking Lot	✓					✓	✓ Lockers/racks for canoes	✓	✓
Gatehouse Fishway Viewing Area	✓		✓		✓	✓	✓		
Construct River Access and Two Put-Ins below Turners Falls Dam						✓		✓	✓
Construct Viewing Platform and Picnic Area just below Turners Falls Dam			✓			✓	✓	✓	
Construct River Access Trail at Station No. 1						✓		✓	✓
Turners Falls Branch Canal Area							✓		
Install Stairs at the Cabot Woods Fishing Access	✓		✓			✓			
Construct Portage Trail around Rock Dam						✓		✓	
Turners Falls Canoe Portage	✓					✓			✓
Improve Poplar Street Access	✓	✓			✓ (Porta-potty)	✓			✓
Install Interpretive Cultural Signs at Key Locations						✓			

RECREATION MANAGEMENT PLAN

Table 8.0-2. Amenities at Northfield Project Recreation Sites to which Management and Maintenance Measures Apply

Project Recreation Site	Management and Maintenance Measures										
	Access Roads and Parking Areas	Boat Docks	Picnic Areas	Campsites	Restrooms	Shower Facilities	Signs	Buildings and Other Structures	Trails	Riverboat	Non-motorized Boat Put-ins/Take-Outs
Munn's Ferry Boat Camping Recreation Area		✓	✓	✓	✓		✓	✓			✓
Construct Bennett Meadow Trail							✓		✓		
Boat Tour and Riverview Picnic Area	✓	✓	✓		✓		✓	✓		✓	✓
Construct Riverview Improvements (docks)	✓	✓					✓				✓
Construct New Mountain Biking Trails at Northfield Mountain							✓		✓		
Construct Barton Cove Campsite				✓ (Maintenance by AMC, or its designee)			✓				
Northfield Mountain Tour and Trail Center	✓		✓		✓		✓	✓	✓		
Establish Rose Ledge as a Project Recreation Facility									✓		
Barton Cove Nature Area and Campground	✓	✓	✓	✓	✓	✓	✓		✓		✓
Barton Cove Canoe and Kayak Rental Area	✓		✓		✓		✓	✓			✓
Implement Barton Cove Improvements (locking canoes and kayaks)							✓	✓ (Locking canoes)			
Install Interpretive Cultural Signs at Key Locations							✓				

9 FEES

FirstLight will provide free access to Project waters and undeveloped Project Lands. FERC allows FirstLight to collect fees at Project-developed Recreation Sites to help defray the cost of constructing, operating, and maintaining such facilities. FERC does not allow FirstLight to earn a profit on recreation amenities it offers. FirstLight currently does not charge fees for many of its existing recreation features but may do so for new recreation features to offset operating and maintenance costs. Over the term of the new license, FirstLight may choose to implement reasonable fees to offset rising costs in labor and utilities; changes in operation; or to offset the costs of operating and maintenance costs at the Project Recreation Sites and capital recreation investments. FirstLight will not charge fees at recreation facilities that provide sole direct access to Project waters or undeveloped Project lands unless FirstLight is required to provide additional amenities or services not currently contemplated.

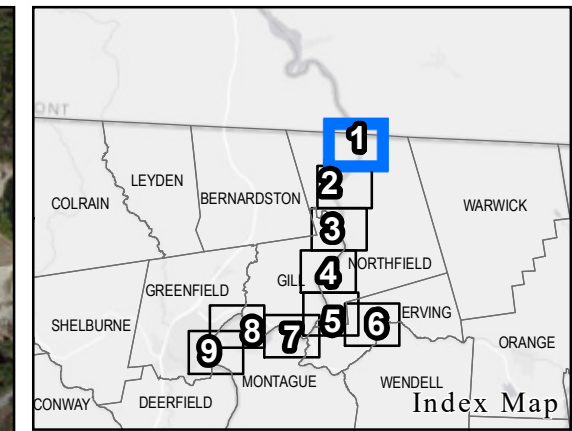
FirstLight will develop a schedule for reduced or no fees for residents in the host towns and Franklin County. No fees will be imposed without consultation with host community officials.

10 LITERATURE CITED

FirstLight (2014). Initial Study Report Summary Relicensing Study 3.6.2 Recreation Facilities Inventory and Assessment. Prepared for FirstLight Hydro Generating Company.

FirstLight (2015). Relicensing Study 3.6.2 Recreation Facilities Inventory and Assessment Addendum. Prepared for FirstLight Power Resources. Northfield, MA.

**11 APPENDIX A: MAPS SHOWING FIRSTLIGHT LANDS TO BE
PLACED INTO CONSERVATION RESTRICTION**



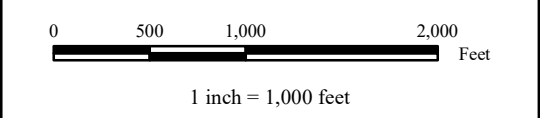
FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 1

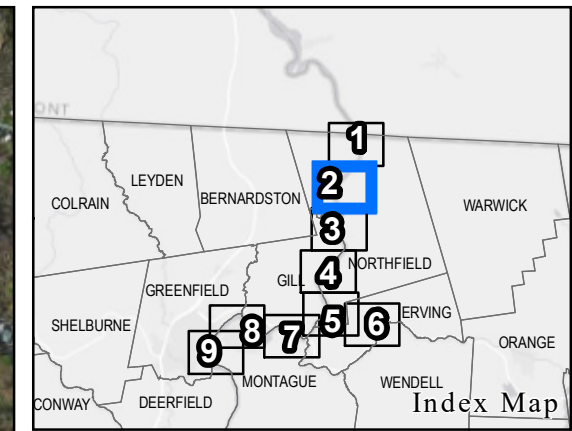
Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community



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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 2

Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

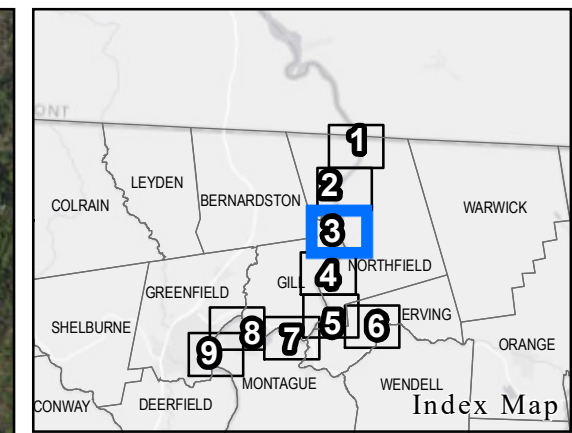
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Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

0 500 1,000 2,000
 Feet

1 inch = 1,000 feet

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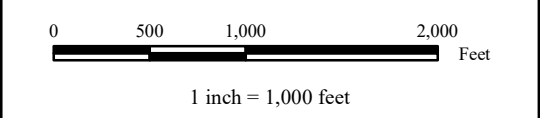
FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 3

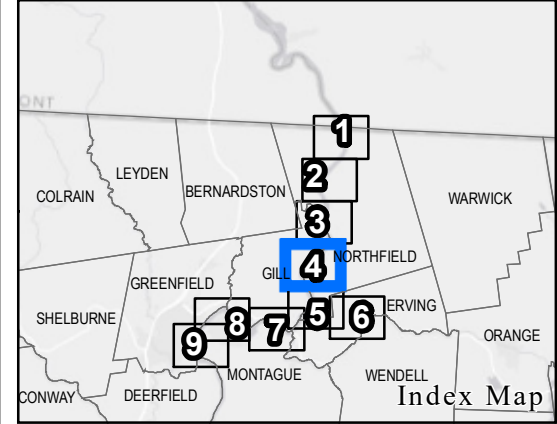
Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

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 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community



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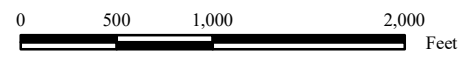
FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 4

- Legend
- Conservation Easements/Restrictions
 - Conservation Easements/Restrictions (Subdivided Parcel)



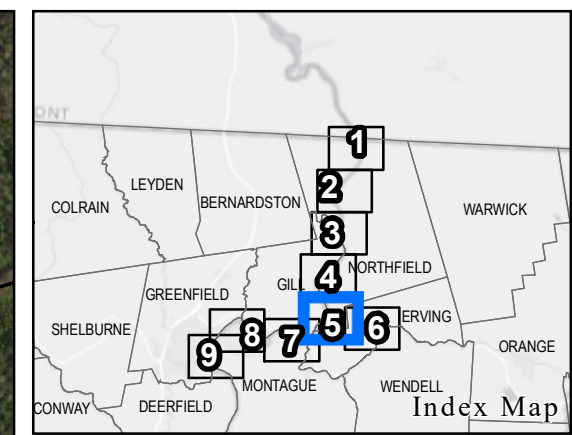
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1 inch = 1,000 feet



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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 5

Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

N

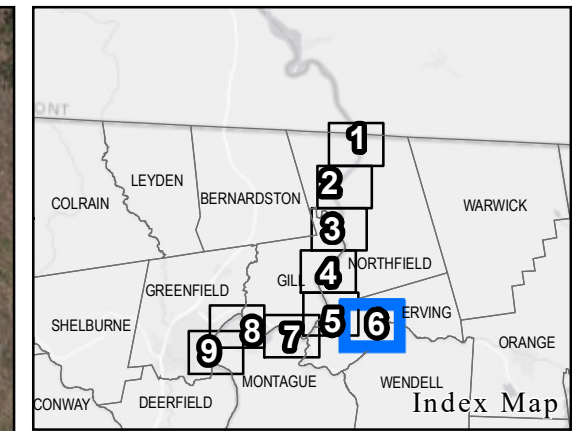
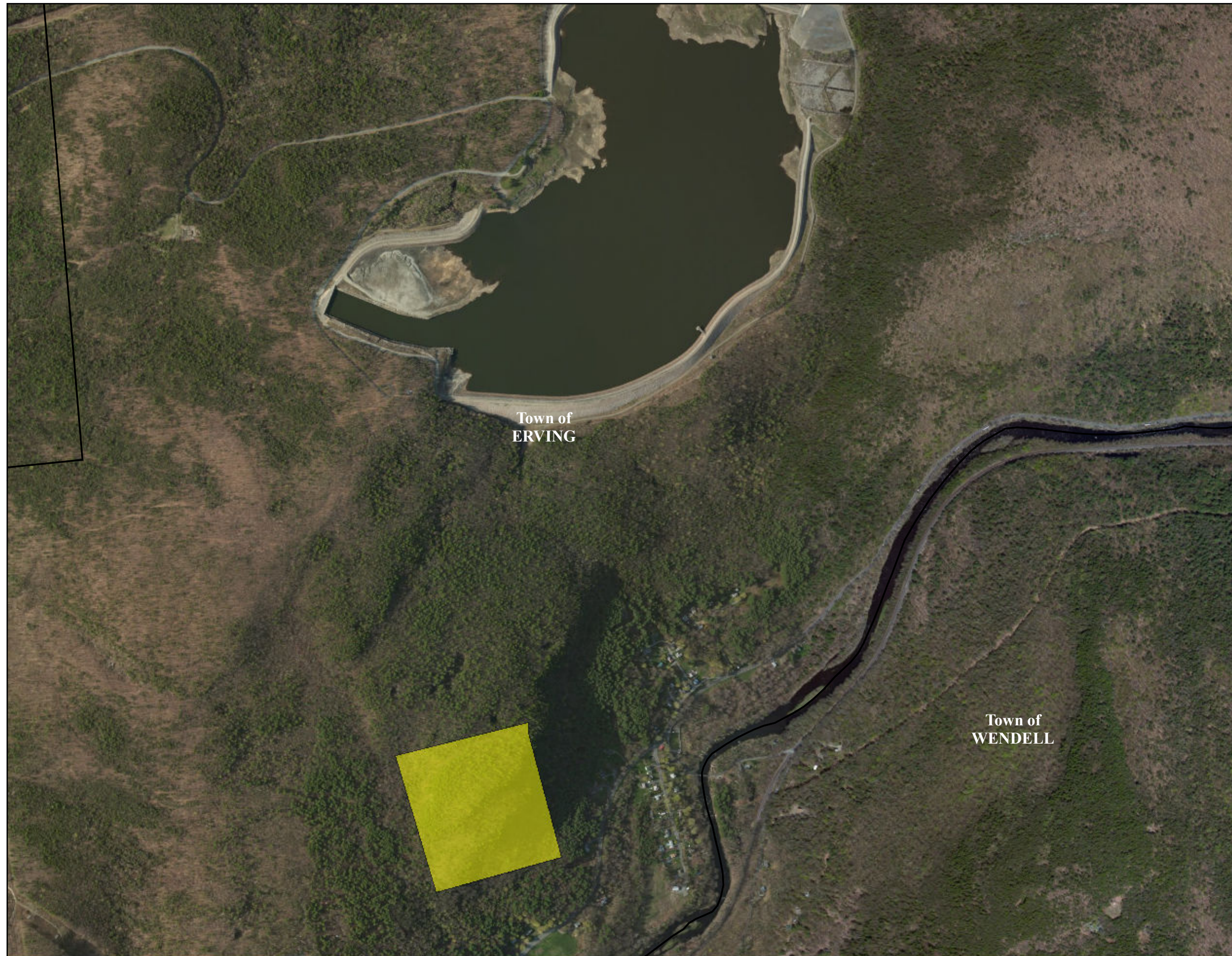
Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

0 500 1,000 2,000

 Feet

1 inch = 1,000 feet

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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 6

Legend

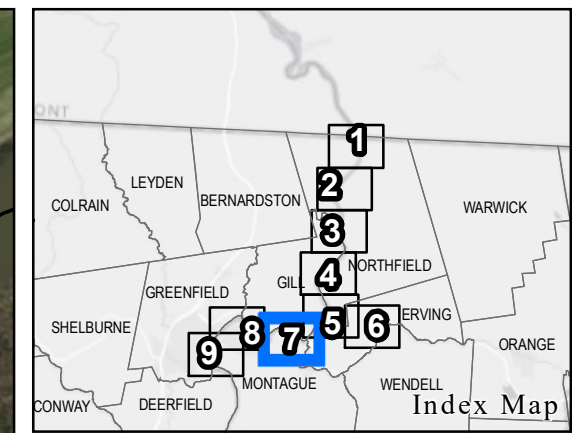
- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

0 500 1,000 2,000 Feet

1 inch = 1,000 feet

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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 7

Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

N

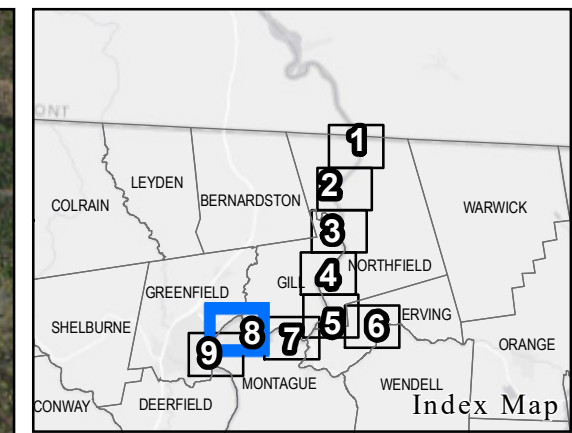
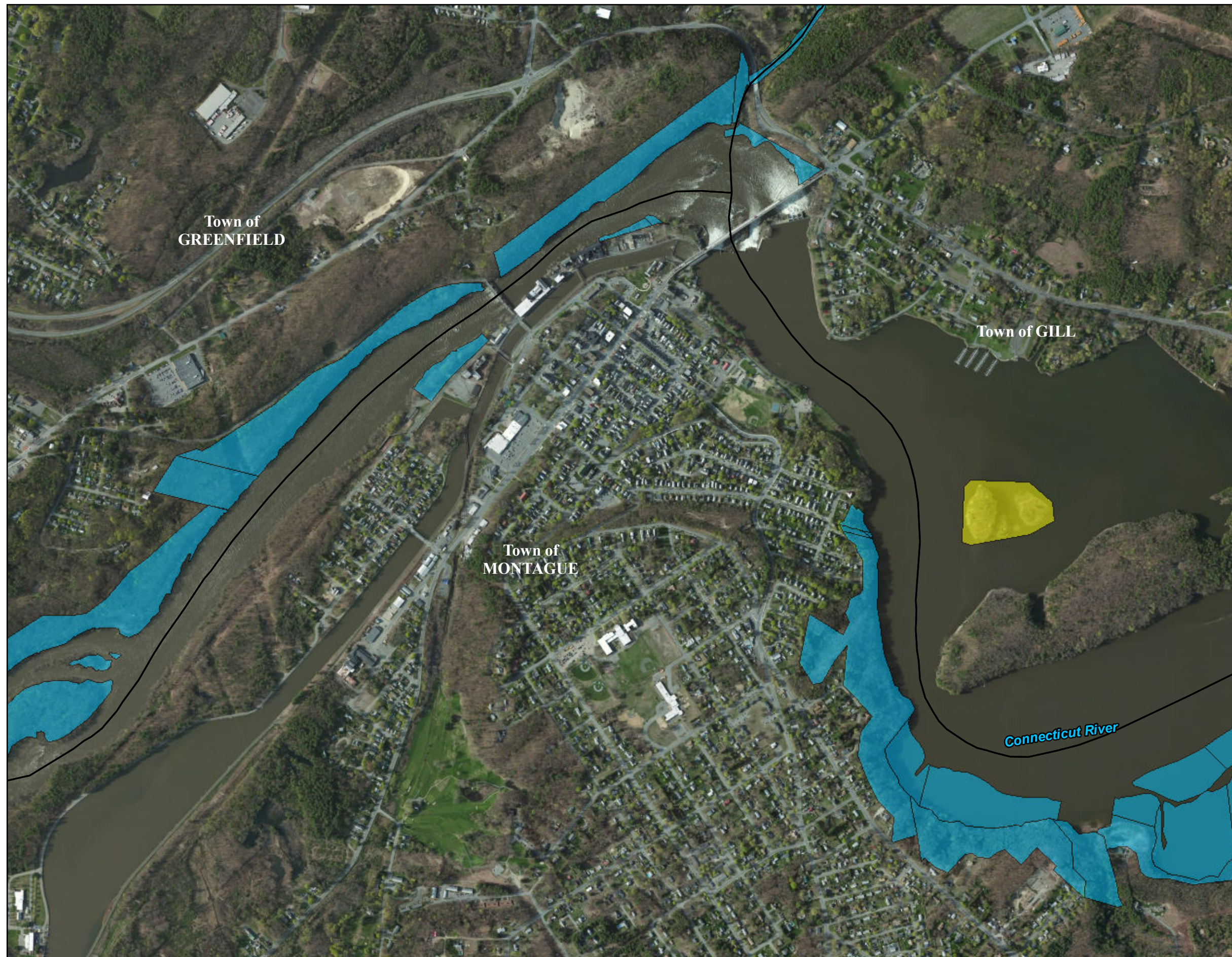
Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

0 500 1,000 2,000

 Feet

1 inch = 1,000 feet

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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 8

Legend

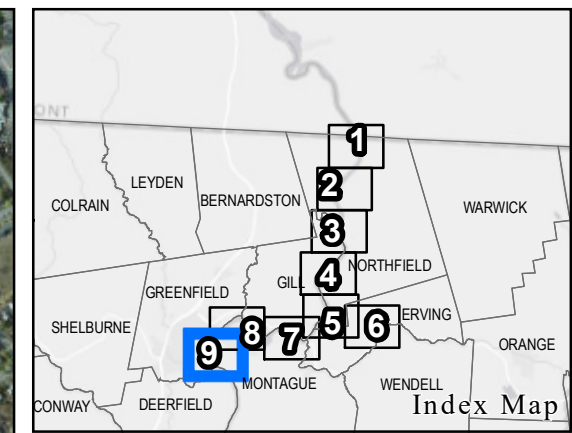
- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
 Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

0 500 1,000 2,000 Feet

1 inch = 1,000 feet

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FIRSTLIGHT HYDRO GENERATING COMPANY
 Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

Appendix A:
 Conservation Easement/Restriction Areas
 Map 9

Legend

- Conservation Easements/Restrictions
- Conservation Easements/Restrictions (Subdivided Parcel)

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
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0 500 1,000 2,000 Feet

1 inch = 1,000 feet

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