



SELECTBOARD AGENDA & MEETING NOTICE

Mon., April 10, 2023

***Indicates item added after the 48 hour posting
bold underlined time = invited guest or advertised hearing
 (all other times are approximate)

Location: 2nd floor of Town Hall, 325 Main Road, Gill

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

Old Business

- o Review of Minutes: 8/29/22, 9/12/22, 10/11/22, 11/21/22, 12/5/22, 12/19/22, 1/30/23, 2/13/23, 2/27/23, 3/13/23, 3/28/23, 3/30/23
- o Update on Town Hall Frozen/Burst Water Pipe – Cleanup, Remediation, Restoration
 - Abatement project for asbestos floor tiles will start Mon. April 24th and Town Hall will be closed to public access
 - Town Hall offices will be moving to 2nd floor sometime during week of April 17th

New Business

- o Steve Bathory-Peeler – discussion of possible article for Annual Town Meeting related to the “For Our Freedom Amendment” to the US Constitution in order to limit money in politics and restore government by the people (aka “Corporations are not People)
- o Review proposed agreement with Town of Northfield for Emergency Medical Services for FY24; vote to approve agreement subject to Town Meeting funding \$15,000 annual assessment
- o Review Indicative Pricing from Colonial Power Group for next contract period of Gill’s Municipal Electricity Aggregation Program. Provide comments and/or take vote related to authorization to award contract when Executable Pricing is received on April 24th.
- o Review and sign warrant for May 15th Town Election (note 10A-6PM voting hours)
- o Confirm June 5th as date for Sen. Comerford to attend Selectboard meeting
- o Other business as may arise after the agenda has been posted.
 - FERC Notice of Settling Agreement and Comment Period for fish passage and flows
- o Public Service Announcements, if any
 - Deadline to submit Town Meeting petition articles – Mon. May 1st @ Noon
- o Warrants
 FY23 # 20 Vendors (\$60,026.84) & Payroll (\$36,647.16) – reviewed & signed on 3/28/23
 FY23 # 21 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 4/24	5:30 PM	Selectboard Meeting	Slate Memorial Library
Mon 5/8	5:30 PM	Selectboard Meeting	TBD

TOWN OF GILL

M A S S A C H U S E T T S



SELECTBOARD & BOARD OF ASSESSORS MEETING MINUTES

March 30, 2023

The meeting was held in the second floor meeting room at the Gill Town Hall, 325 Main Road, Gill.

Called to Order: The meeting was called to order at 5:30 PM.

Selectboard Members Present: Charles Garbiel and Randy Crochier Members Absent: Greg Snedeker

Board of Assessors Members Present: Bill Tomb, Pam Lester, and Tim Storrow Members Absent: None

Others Present: Ray Purington, Town Administrator; Diane Sumrall, Assistant to the Assessors; Matt Thomas, Special Legal Counsel

For the Selectboard, Randy made a motion, seconded by Charles, to go into Executive Session for the purpose of discussing strategy with respect to litigation, i.e. privileged details and strategy regarding the Kearsarge Gill LLC case before the Appellate Tax Board, and further to invite the Board of Assessors, Diane Sumrall, Matt Thomas, and Ray Purington into the Executive Session. The motion was approved by a unanimous (2-0) roll call vote.

It was announced the Selectboard and Assessors would come out of Executive Session only to adjourn their respective public meetings. The boards entered the Executive Session at 5:32 PM.

The boards returned from Executive Session at 7:31 PM. Randy made a motion, seconded by Charles, to adjourn the Selectboard meeting. The motion was approved by a unanimous (2-0) vote. Tim made a motion, seconded by Pam, to adjourn the Assessors meeting. The motion was approved by a unanimous vote.

Minutes respectfully submitted by Ray Purington, Town Administrator

Randy Crochier, Selectboard Clerk

Adopted by the Board of Assessors in lieu of separate Board of Assessors minutes on _____.

DRAFT of article proposed by Steve Bathory-Peeler for May 15th Annual Town Meeting

Article: "A RESOLUTION TO INSTRUCT OUR GOVERNMENT OFFICIALS TO VOTE IN FAVOR OF THE PROPOSED 28TH AMENDMENT - AMERICAN PROMISE"

In June of 2012 the town of Gill passed a resolution (passed my majority) to instruct our US Senators and members of the US House of Representatives to "ratify an amendment to the US Constitution to provide that corporations are not entitled to the constitutional rights of real people and that money is not speech for purposes of campaign-related expenditures and contributions". This resolution was in response to the Supreme Court case *Citizens United v Federal Election Commission* in which corporations were given the same rights as human beings, including super PACs and dark money. In the years since 2012 a proposed amendment to the US Constitution has been drafted to ensure that We the People have meaningful power over our government. (When the Supreme Court rules incorrectly, an amendment is a way for the citizenry to correct it.)

The amendment returns power to Congress and the States to reasonably regulate and limit "contributions and expenditures in campaigns, elections, or ballot measures" **if they so desire**. It also **allows** Congress and the States to distinguish between living persons and non-human entities (corporations), prohibiting non-human entities from "raising and spending money in campaigns, elections, or ballot measures".

NOW THEREFORE, BE IT RESOLVED that the voters of Gill, Massachusetts hereby instruct the Senators representing the Commonwealth of Massachusetts and the members of the United States House of Representatives representing this Congressional District to vote in favor of the proposed 28th Amendment to the United States Constitution (American Promise) when it is presented before them.

The text of the proposed Amendment is as follows:

Section 1. We the People have compelling sovereign interests in representative self-government, federalism, the integrity of the electoral process, and the political equality of natural persons.

Section 2. Nothing in this Constitution shall be construed to forbid Congress or the States, within their respective jurisdictions, from reasonably regulating and limiting contributions and expenditures in campaigns, elections, or ballot measures.

Section 3. Congress and the States shall have the power to implement and enforce this article by appropriate legislation, and may distinguish between natural persons and juridical persons, including by prohibiting juridical persons from raising and spending money in campaigns, elections, or ballot measures.

Motion: Move the Town vote to adopt the resolution as written in the above article.

**AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF NORTHFIELD WITH THE TOWN OF GILL**

This Intermunicipal Agreement is made this 20th day of December, 2022, entered into pursuant to the provisions of M.G.L. c. 40, § 4A, by and between the Town of Northfield, a Massachusetts municipal corporation having an address of 69 Main Street Northfield, MA 01360 ("Northfield") and the Town of Gill a Massachusetts municipal corporation having an address of 325 Main Rd, Gill, MA 01354 ("Gill").

Article I. Purpose

WITNESSETH THAT:

WHEREAS, The Towns of Northfield and Gill desire to access the services of Basic and Advanced Life Support Services (EMS); and

WHEREAS, Northfield is willing and capable of providing the services of EMS; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A; and

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

Article II. TERM OF AGREEMENT

- A. Agreement dates shall be July 1 – June 30 of each fiscal year. The initial agreement shall be during the period July 1st 2023 through June 30th 2024. The term of this agreement may renew each year for two years, upon annual agreement of the parties, for a total of three years, after which it may be further extended by written amendment between the parties. In no case will the term, including all extensions, exceed twenty-five (25) years.
- B. In accordance with G.L. c. 40, §4A, each party, as applicable, shall be responsible for providing: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; and the performance of regular audits of such records, and periodic financial statements be issued to all participants.

Article III. RESPONSIBILITIES OF NORTHFIELD

- A. During the terms of this agreement, Northfield shall provide Emergency Medical Services (EMS) to the residents of both Towns under this agreement. The service is

subject to annual appropriation and to availability, as further described in the in business plan proposal, attached hereto and incorporated herein as Attachment A.

- B. This service shall be available on a 24 hours per day, seven days per week, continual basis during the entire term of the Agreement.
- C. Said services shall be provided through personnel duly trained and certified in accordance with the requirements of the Commonwealth of Massachusetts Office of Emergency Medical Services. Northfield shall employ, train, and supervise all necessary personnel to perform the services required by this Agreement.
- D. Northfield shall bill third party insurance carriers for services provided to residents of both member towns.
- E. Northfield will reasonably endeavor to provide Gill with the benefits as outlined in Attachment A.

Article IV. RESPONSIBILITIES OF GILL

- A. During the Term of this Agreement, Gill will retain Northfield as its primary ambulance and first back up ambulance for Gill's service zone.
- B. Gill will support Northfield's EMS Service with an annual assessment of \$15,000 each fiscal year, subject to renegotiation for each successive term.
- C. Gill will support and participate in a regionalization study related to EMS.
- D. Gill will make every attempt to provide Northfield with the benefits as outlined in the business plan proposal (see attachment A).

Article V. INDEMNIFICATION AND INSURANCE

- A. The Town of Gill shall indemnify the Town of Northfield from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town of Gill's performance under this agreement, but only to the extent and in an amount that the Town of Gill would otherwise be liable for pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.
- B. The Town of Northfield shall indemnify the Town of Gill from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town of Northfield's performance under this agreement, but only to the extent and in an amount that the Town of Northfield

would otherwise be liable for pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

- C. By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

Article VI. WAIVERS

- A. All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the parties. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

Article VII. AMENDMENTS

- A. No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

Article VIII. FORCE MAJEURE

- A. No Town in this contract shall be liable to the other, nor be deemed to be in breach of this 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, or unusually severe weather. 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 other promptly of the existence and nature of such delay.

Article IX. ASSIGNABILITY

- A. The parties shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the other party. No subcontract may be awarded by either party, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the other.

Article X. TERMINATION

- A. This agreement may be terminated by either party for any reason upon three (3) months' written notice, or if not funded at annual or special town meeting. The termination date shall be calculated from the date notice is received by either party, sent by certified mail, return receipt requested for the three month termination. The termination date for failure to fund shall be effective upon receipt by either party, sent by certified mail, return receipt requested.

Article XI. CONFLICT OF INTEREST

- A. No officer, employee, agent, or member of the governing bodies of Gill and Northfield shall participate in any decision or service relating to this Agreement that affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. Gill and Northfield shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

Article XII. SEVERABILITY

- A. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect so long as the Agreement continues to reflect the intent of the Parties at signing.

Article XIII. APPLICABLE LAW

- A. The Parties agree to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, and any action brought relative to this agreement shall be brought in the courts of Franklin County, Massachusetts.
- B. The Parties hereto acknowledge that each Town is a "Covered Entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations adopted thereunder. Each Town shall comply fully with the requirements of HIPAA, including but not limited to the Privacy Rule, Security Rule and the procedures for notification in the case of a breach of the security of protected health information as provided in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (otherwise known as the "ARRA" or the "Stimulus Act") upon their effective date of February 17, 2010.

TOWN OF NORTHFIELD SELECT BOARD

Chair

Date

TOWN OF GILL SELECT BOARD

Chair

Date

ATTACHMENT A:

TOWN OF NORTHFIELD
EMERGENCY MEDICAL SERVICES



TOWN OF NORTHFIELD

EMERGENCY MEDICAL SERVICES

Northfield EMS HQ 41 Main Street Northfield, MA 01360	Phone: 413-498-5112 Fax: 413-522-3066 E-mail: nfdems@verizon.net
---	--

Business Plan for proposed ambulance service to the Town of Gill

Facts

- Gill has a population of approximately 1500 residence covering approximately 15 square miles.
- Gill currently has no contract for a primary ambulance
- AMR ambulance is the current first call for an ambulance into the Town of Gill
- Gill is currently not paying any assessment for ambulance service as it has no contracted service.
- Total annual EMS call volume for Gill is approximately 140.
- The Town of Gill has already agreed to participate in the ambulance regionalization study sponsored by the Town of Northfield and being performed by the Collins Center

Proposal

Commencement

Northfield EMS would provide a contract to the Town of Gill to replace the non contracted services of American Medical Response as the primary ambulance provider for the Town of Gill. Services provided by Northfield EMS to the Town of Gill would commence at an agreed upon date after execution of the agreement between both communities, proper notifications are made to American Medical Response, Shelburne Control, and the Office of Emergency Medical Services. An estimated start date of July 1 2023 is anticipated.

Operations

The Town of Northfield would provide ambulance service to The Town of Gill by utilization of its ambulance service Northfield EMS. The Town of Northfield would retain full ownership of Northfield EMS and replace the services provided to the Town of Gill currently by American Medical Response. The Town of Gill would continue to provide First Response with its own fire and police departments at its own expense.

Northfield EMS is licensed at the paramedic level of ambulance service and operates two ambulances. The service being licensed at the paramedic level allows for operations at all levels of pre hospital care including BLS (Basic Life Support), advanced ALS (Advanced Life Support), and Paramedic with Paramedic being the highest level of pre hospital emergency care. Both the primary and secondary ambulances are stocked at the Paramedic level and require no additional supplies or modifications. Both ambulances would be available to the entire Northfield EMS service area on a first call, first response basis and as staffing allows.

Northfield EMS will bill transported patients for services rendered. The Town of Northfield will retain 100% of those revenues collected.

Staffing

Northfield EMS relies on a combination of volunteer EMT's and Paramedics as well as paid shift coverage to staff its ambulances.

Paid Shift Coverage -

16 hours each day (normally 8am to midnight) a full hourly rate provider is budgeted. This provider is expected to be at the station to respond at a moment's notice. The hours of midnight to 8am a ½ hourly rate provider is budgeted to be on call and available to respond. Preference is given to providers at the Paramedic level. If unable to fill with a Paramedic, the shift becomes available to any level of EMS provider.

A second EMT is also budgeted 24 hours each day at ½ hourly pay to be available on call.

As we rely on members who have other employment to fill shifts, at times shifts will go unfilled.

As the budget and revenue allows, more full hourly rate paid shifts are offered beyond the described coverage above.

Volunteer Coverage - Some members choose to respond only by notification of a call (by pager).

We would continue to remain reliant of volunteer EMT's for the second ambulance. We would encourage residents of Gill to join Northfield EMS. They would be offered the same benefits including monetary assistance (as budget allows) with paying for the EMT Basic class to gain certification in exchange for an ongoing commitment to Northfield EMS.

Gill Police and Gill Fire's EMT's would remain employees of and compensated by the Town of Gill but could be recognized as members of Northfield EMS to be utilized if necessary to meet the mandatory staffing of ambulances for calls in Gill or other Towns serviced by Northfield EMS if allowed by Gill department policy. If not utilized for transport for Gill calls, they would be recognized as a Gill First responder.

If Gill EMT's so wish, they would be eligible to join Northfield EMS as a Northfield EMS employee and be

eligible for paid shift coverage as well as internal EMT recertification assistance and reimbursement. No expectation should be made that a paramedic will attend every call. Some calls after being reviewed by the Shelburne Control dispatch center utilizing the Emergency Medical Dispatching system (A.K.A as EMD) may determine that a lower level of care may be sufficient. A BLS or advanced level crew may be dispatched in an effort to keep the paramedic available for higher level calls. If at any time, the BLS or advanced level crew determines the need for a higher level of care, Northfield EMS would attempt to provide itself with a paramedic intercept.

In the event Northfield EMS is able to provide a staffed ambulance at the BLS level but unable to provide its own paramedic, an ALS intercept may be requested from a third party provider. Northfield EMS currently has agreements for ALS intercept services with Orange Fire, and Rescue Inc. In the event Northfield EMS is unable to provide a staffed ambulance at any level, mutual aid would be requested from another service. The running order for ambulances for the Town of Gill would be updated with Shelburne Control. Final running order changes would be agreed to with the Gill Fire Chief or his designee. An example may be:

Current Running order	Proposed Running Order
AMR	Northfield
AMR	Northfield
Greenfield	Turners Falls
Turners Falls	Greenfield
South County	AMR
Rescue Inc	South County
Northfield	Orange

In the event Northfield EMS is unable to provide a transport crew, it is still likely that a Paramedic Intercept may still be possible. The proposed running order would bring in a local BLS mutual aid ambulance for transport with efforts of providing an intercept. Northfield EMS has agreements to provide paramedic intercepts with Orange, Turners Falls and Greenfield Fire ambulances.

Benefits

Town of Gill

- Securing a municipal based ambulance service in uncertain times of EMS in Franklin County
- No unannounced or unpredicted fees for services
- Gaining an Ambulance service with a vested interest in their community
- Direct lines of communication to the leadership of Northfield EMS

Town of Northfield

- Increased revenue generated for EMS enterprise fund.
- Increased number of EMT's at all levels to better secure necessary staffing for both Towns.

As Northfield EMS and the Town of Gill would embrace this agreement as a partnership, Northfield EMS agrees to provide First Responder training and BLS CPR training for its members at minimal costs (similar to the costs experienced in the past for training provided by Northfield instructors). Members of the Gill Fire Department at all levels of certification are encouraged to participate in Northfield EMS trainings. Used EMS supplies for First Response would be exchanged and or replaced within reason by Northfield EMS on a one for one basis.

Questions & Responses

- What will this cost the Town of Gill?
 - o An annual assessment of \$15,000. The assessment would be reviewed from time to time with proper notice of any increase prior to its implementation.
- What if the Town of Northfield has a call when the ambulance is in Gill?
 - o Northfield EMS has two ambulances capable of being staffed at the Paramedic level. A second crew would be requested from off duty / volunteer members for the second call as is done today. If for some reason a crew from Northfield EMS cannot be assembled, a mutual aid ambulance would be requested.
- Will either Town incur any additional costs?
 - o Additional costs related to payroll and overhead will increase based on this proposal, but should be offset with the increased revenue generated by insurance billings to a larger number of patients. As Northfield EMS is not a for profit entity, it is our goal to always at least break even. However, we cannot control the actual call volume or the patient's ability to pay our bills for service. As an enterprise fund format, we are tasked to pay our own way, but there may be situations in the future that based on our inability to generate sufficient revenue, the communities we service may be required to offset any balances due.

Commented [RP1]: It seems like this could open up the opportunity for Gill personnel who are EMTs to respond to a call as a Gill First Responder, and, if Northfield EMS is en route, the person could function as an EMT. But, insurance coverage for the Gill person, as well as liability insurance, gets murky and needs to be clarified. However, since the allowance for this is by Gill department policy, this concern doesn't need to slow down adoption of the EMS agreement. If either insurance situation is found to be an issue, then department policy can prohibit the practice.

Commented [RP2]: With the understanding that no service community will be asked for any additional payments beyond the annual assessment unless and until the guidelines for those payments have been incorporated as an amendment to the EMS Agreement.

Annual Elections: Monday, May 15, 2023

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

Franklin SS

To any of the Constables of the Town of **GILL**

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Elections to vote at Precinct 1, Gill Town Hall, 325 Main Road, Gill

On **MONDAY, MAY 15, 2023, 10AM TO 6PM** for the following purpose:

To cast their votes in the Annual Election for the candidates for the following offices:

- Selectman/Sewer Commissioner –one three-year term
- Assessor– one three-year term
- Cemetery Commissioner – one three-year term
- Constables – three positions, each for a three-year term
- Board of Health Member – one three-year term
- Library Trustee –one three-year term
- Tax Collector – one three-year term
- Tree Warden – one three-year term

Here of fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands on this..... day of, 2023

.....
Charles J. Garbiel, II
Chair

.....
Randy P. Crochier
Clerk

.....
Greggory M. Snedeker
Board Member

Gill Selectboard

A true copy. Attest..... *Town Clerk of Gill*

Doreen J. Stevens

Date:

Franklin SS.

Pursuant to the within warrant I have notified and warned the inhabitants of the Town of Gill by posting up attested copies of the same at Town Hall, Main Road; Post Office, Mt. Hermon; Gill Tavern, Main Road; and Riverside Municipal Building, Route 2, seven days before the date hereof as within directed.

..... *Constable of Gill*

..... *Date*

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

FirstLight MA Hydro LLC
Northfield Mountain LLC

Project No. 1889-085
Project No. 2485-071

NOTICE OF SETTLEMENT AGREEMENT AND SOLICITING COMMENTS

(April 7, 2023)

Take notice that the following settlement agreement has been filed with the Commission and is available for public inspection.

- a. Type of Application: Settlement Agreement
- b. Project Nos.: 1889-085 and 2485-071
- c. Date Filed: March 31, 2023
- d. Applicant: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively FirstLight)
- e. Name of Projects: Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project (collectively, projects)
- f. Location: The existing projects are located on the Connecticut River in the counties of Windham, Vermont; Cheshire, New Hampshire; and Franklin, Massachusetts. There are approximately 20 acres of federal land within the current Turners Falls Project boundary, associated with the U.S. Geological Survey's Silvio Conte Anadromous Fish Laboratory. There are no federal lands within the Northfield Mountain Project boundary.
- g. Filed Pursuant to: Rule 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602.
- h. Applicant Contact: Alan Douglass, Regulatory Compliance Manager, FirstLight MA Hydro LLC and Northfield Mountain LLC, 99 Millers Falls Road, Northfield, MA 01360; (413) 659-4416 or alan.douglass@firstlightpower.com.
- i. FERC Contact: Steve Kartalia, (202) 502-6131, stephen.kartalia@ferc.gov.
- j. Deadline for filing comments: **May 7, 2023**. Reply comments due **May 22, 2023**.

The Commission strongly encourages electronic filing. Please file comments using the Commission's eFiling system at <http://www.ferc.gov/docs-filing/efiling.asp>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <http://www.ferc.gov/docs-filing/ecomment.asp>. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). In lieu of electronic filing, you may submit a paper copy. Submissions sent via the U.S. Postal Service must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, Maryland 20852. The first page of any filing should include docket numbers **P-1889-085 and P-2485-071**.

The Commission's Rules of Practice require all intervenors filing documents with the Commission to serve a copy of that document on each person on the official service list for the project. Further, if an intervenor files comments or documents with the Commission relating to the merits of an issue that may affect the responsibilities of a particular resource agency, they must also serve a copy of the document on that resource agency.

k. FirstLight filed the Settlement Agreement for the projects' relicensing proceedings, on behalf of itself, the National Marine Fisheries Service, U.S. Fish and Wildlife Service, Massachusetts Division of Fisheries and Wildlife, Nature Conservancy, American Whitewater, Appalachian Mountain Club, Crabapple Whitewater, Inc., New England FLOW, and Zoar Outdoor. The purpose of the Settlement Agreement is to resolve, among the signatories, relicensing issues related to fish passage, flows for the fishery, ecological conservation, recreation, and protected, threatened, and endangered species. The Settlement Agreement includes proposed license articles that reflect agreement among the parties concerning the recommendations, terms, conditions, and fishway prescriptions to be submitted to the Commission pursuant to sections 10(a), 10(j), and 18 of the Federal Power regarding these topics. FirstLight requests, and the Settlement Agreement includes a proposed term of 50 years for any new licenses issued for the projects. FirstLight requests that the Commission accept and incorporate all of the proposed license articles in any new licenses for the projects, and issue new licenses for terms of 50 years.

l. A copy of the Settlement Agreement may be viewed on the Commission's website at <http://www.ferc.gov> using the "eLibrary" link. Enter the docket number, excluding the last three digits, in the docket number field to access the document (i.e., P-1889 and P-2485). At this time, the Commission has suspended access to the Commission's Public Reference Room, due to the proclamation declaring a National Emergency concerning

the Novel Coronavirus Disease (COVID-19), issued by the President on March 13, 2020. For assistance, contact FERC Online Support.

You may also register online at <http://www.ferc.gov/docs-filing/esubscription.asp> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

Kimberly D. Bose,
Secretary.