



September 12, 2021

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

Re: Comments on Draft Supplemental Environmental Impact Statement for Atlantic Coast Pipeline Restoration Project and Supply Header Restoration Project, Dockets CP15-554-009 & CP15-555-007

Dear Secretary Bose:

In response to the Federal Energy Regulatory Commission's ("FERC's" or the "Commission's") July 23, 2021 notice,¹ Friends of Nelson hereby submits these comments on the draft supplemental environmental impact statement ("Draft SEIS") for the Atlantic Coast Pipeline Restoration Project and Supply Header Restoration Project.² Friends of Nelson is a non-profit citizens advocacy organization. Its mission is to protect property rights, property values, rural heritage and the environment for all the citizens of Nelson County, Virginia.³

These comments will focus solely on the thousands of temporary and permanent easements⁴ that Atlantic Coast Pipeline, LLC (collectively with Eastern Gas

¹ Notice of Availability of the Draft Supplemental Environmental Impact Statement for the Proposed Atlantic Coast Pipeline Restoration Project and Supply Header Restoration Project, Dkt. Nos. CP15-554-009 et al. (July 23, 2021) (eLibrary No. 20210723-3018).

² Draft Suppl. Env'tl. Impact Statement for the Atlantic Coast Pipeline Restoration Project and Supply Header Restoration Project, Dkt. Nos. CP15-554-009 et al. (July 2021) (eLibrary No. 20210723-3006) ("Draft SEIS").

³ PO Box 33, Nellysford, VA 22958, friendsofnelson@gmail.com.

⁴ For purposes of these comments, the term "easements" shall include "rights-of-way."

Transmission and Storage, Inc., or EGTS, "Atlantic") obtained from private landowners on the proposed path of the now-abandoned Atlantic Coast Pipeline ("ACP" or the "Pipeline"). Specifically, we submit that the Commission's order resolving this Certificate amendment proceeding should require Atlantic to release both temporary and permanent easements upon request from private landowners or open-space easement holders. To the extent that access is essential for restoration work that Atlantic is performing on a specific property and subsequent monitoring of that work on that property, the Commission's order should limit the use of the temporary and permanent easements by Atlantic solely to completion of restoration work and subsequent monitoring.

These comments present the Commission with a clear choice – that is, the Commission may act "in the public interest" and "for the public convenience and necessity" and order Atlantic to immediately release all easements that it obtained for the now-abandoned ACP if requested by the landowner. In so doing, the Commission will end the serious burdens on private land that are imposed by these easements, easements that were obtained by Atlantic by legal force or coercion when the Commission issued the certificate of public necessity and convenience for the ACP (the "Certificate"). Or, the Commission may act "in the private interest" and "for the private convenience and necessity" of Atlantic and permit Atlantic to retain the temporary and permanent easements for many years to come and to extract further financial or other concessions from the affected property owners even though the sole reason for the easements to exist, and the sole "public interest" justification for the easements – the construction of the ACP – no longer exists. We submit that it is the Commission's responsibility to act solely "in the public interest" and "for the public convenience and necessity," and to reject Atlantic's attempts to retain the easements "in its private interest."

I. Comments by FERC regarding Easement Issues

As we have urged FERC in prior letters,⁵ now that the ACP will not be built, the Commission should require Atlantic to give private landowners and open-space easement holders the opportunity to regain full ownership of their property through Atlantic's release of its temporary and permanent easements. In the draft Supplemental EIS, FERC declines to even address the disposition of these easements, saying that:

⁵ See Letter from Friends of Nelson to Kimberly D. Bose, FERC, Dkt. Nos. CP15-554 et al. (March 2, 2021); Letter from Friends of Nelson to Kimberly D. Bose, FERC, Dkt. Nos. CP15-554 et al. (April 15, 2021). Also, by letters dated August 3, 2020, February 9, 2021 and April 16, 2021, the Southern Environmental Law Center filed additional comments addressing the need to release these easements. These comments were submitted on behalf of Friends of Nelson and a number of other citizen advocacy groups. And by letters dated April 16, 2021 and June 30, 2021, the Niskanen Center filed comments on behalf of Friends of Nelson, affected landowners and landowner advocacy organizations.

"We received a number of comments that the Commission should require the relinquishment of the easements held by Atlantic due to the fact that Atlantic has cancelled the ACP Pipeline Project. While we understand there appears to be no obvious cause for Atlantic to retain an easement for disconnected segments of pipe that are not flowing gas, easements between landowners and Atlantic or EGTS are legal instruments and as such, any requests for Atlantic or EGTS to relinquish easements or rights-of-way are not within the scope of this supplemental EIS."⁶

The Commission provides only the most conclusory explanation as to why the release of easements or rights-of-way is not within the scope of the Draft SEIS. The Commission simply recites, with no explanation or rationale, that:

"During scoping, we received comments that raised issues that are outside the scope of this supplemental EIS. For example, many commenters object to Atlantic and EGTS not relinquishing easements, request that easements are to be returned to landowners, indicated the potential for the companies to sell/sublease easement rights, and requested for FERC to intervene on behalf of landowners to negotiate the final disposition of easement agreements. Contractual issues regarding easement agreements are not environmental issues and therefore are outside the scope of the supplemental EIS."⁷

The Commission further recites that "[t]he land obtained by Atlantic and EGTS as permanent right-of-way would generally be allowed to revert to its former use, and landowners would have use of it, except that certain activities such as the construction of permanent structures, including houses, house additions, trailers, tool sheds, garages, poles, patios, pools, mobile homes, septic tanks, or other objects not easily removable, or the planting of trees, would be prohibited within the 50-foot-wide permanent easement."⁸ Certainly, a prohibition against planting trees has a direct environmental impact and presumably is an appropriate subject for an environmental impact statement. Similarly, the prohibition against constructing any permanent structures, such as houses, patios and pools, has a direct effect on the landowners' peaceful enjoyment of their property and prohibits many positive improvements that will be very beneficial to the environment. Again, this seems to be an appropriate subject for an environmental impact statement. Finally, it is entirely appropriate for this concern to be included in Section 4.10.1 "Socioeconomics." Indeed, FERC incorrectly claims in Table 1.4-1 that some of the easement issues raised in the comments⁹ of a Nelson County title attorney (and echoed in the

⁶ Draft SEIS at 4-66.

⁷ Draft SEIS at 1-16.

⁸ *Id.*

⁹ Letter from Lisa Tully to Kimberly D. Bose, FERC, Dkt. Nos. CP15-554 et al., (March 5, 2021), Accession number 20210305-5258

docket by Friends of Nelson and other stakeholders) are addressed in that very section.¹⁰

However, even if the Commission continues to assert that the release of easements or rights-of-way are not within the scope of the Draft SEIS, the releases are an appropriate topic for the order that the Commission will issue in this Certificate amendment proceeding (the "Proceeding"). We therefore request that all public comments pertaining to these concerns be forwarded to the Commissioners directly if they are not going to be addressed by the Staff in the Final SEIS.¹¹ In issuing that order, it is the obligation of the Commission to take action that is "in the public interest" and "for the public convenience and necessity." As detailed below, the responses of Atlantic as to its intent to retain some or all of the temporary and permanent easements are "in the private interest" of Atlantic and contrary to "the public interest" and "the public convenience and necessity."

II. The vast majority of temporary and permanent easements should be released "in the public interest" because there is no restoration work to be done on these properties

The temporary and permanent easements that Atlantic acquired to build the now-abandoned ACP fall into two categories. The great majority of the easements are on property where no construction has occurred and, with the abandonment of the ACP, will never occur. There is no restoration work to be done on these properties, so there is no justification for these easements to continue to burden the properties. Said differently, it is "in the public interest" for these easements to be cancelled immediately if requested by the affected landowner.

The second category is easements on property where some construction has occurred, such as tree felling. For these properties, an argument can be made that it is "in the public interest" for the temporary and permanent easements to remain on the property until all restoration work has been completed and any monitoring period ends. A better argument can be made, however, that the easements are

¹⁰ Draft SEIS at 1-15. However, see also Draft SEIS section 4.10.1 at 4-68, 4-68 where, despite Table 1.4-1's claims, the listed easement concerns are actually not even mentioned.

¹¹ There is clear precedent for the Commission to use the Certificate amendment proceeding to limit the easements beyond what is in the easement document. For example, ACP's Certificate provides: Atlantic shall not exercise eminent domain authority granted under section 7(h) of the NGA to acquire a permanent pipeline right-of-way exceeding 50 feet in width. In addition, where Atlantic has obtained a larger permanent right-of-way width through landowner negotiations, routine vegetation mowing and clearing over the permanent right-of-way shall not exceed 50 feet in width. (Section 2.2.1.1) Certificate, p. 138. In other words, FERC explicitly imposes certificate conditions that bind the certificate holder regardless of what rights it may have coerced from landowners."

much broader than is needed for restoration work and monitoring. For those properties, the Commission should limit the use of the easements by Atlantic solely to what is needed for completion of restoration work and subsequent monitoring on individual impacted properties rather than permitting Atlantic to retain them through completion of the work and monitoring needed on all other properties along the route. If the restoration work requires no monitoring, the easements should be released promptly. For example, if the sole restoration work is to remove two felled trees, there is no need for a "monitoring" period. Those easements should be released upon completion of the tree removal.

Nelson County is a good example of the two categories of easements. Friends of Nelson has researched the more than 250 easements and easement modification agreements that were filed at the Nelson County Courthouse between October 2015 and July 2020. Of the properties impacted by these easements and easement modification agreements, Atlantic has engaged in construction activity (felling trees) on only one property. So only one property potentially has restoration work to be done. The rest of the properties in Nelson County have had no construction activity. It clearly is "in the public interest" to release all of those easements immediately if requested by the landowner.

Looking beyond Nelson County, a similar picture emerges when the full length of the ACP is considered. On May 07, 2021, FERC issued an Environment Information Request ("Information Request") to ACP. Accession No. 20210507-3045. Among other items, FERC requested that Atlantic address its plans for the permanent easements, temporary easements, workspaces, and access roads that it has acquired with FERC's authorization of the Section 7 Certificate. *Id.* at 1. Atlantic supplied a partial response on May 17, 2021, addressing in part FERC's questions on what Atlantic planned to do with the property it obtained to construct the project ("Atlantic's Response"). Accession No. 20210517-5093. Atlantic supplied the remainder of its response to other questions from FERC on June 7, 2021. Accession No. 20210607-5185.

Atlantic disclosed that over the full length of the ACP it controls 4,849 temporary easements, workspaces, access roads, and staging areas that cover a total of 5,668 acres. Atlantic's Response, PDF p. 7. However, Atlantic also stated that it has only built 31.4 miles of pipeline, disturbed earth and felled trees across 222.5 miles; and 1,100 of the pipelines' approximately 3,100 tracts (or around one-third) have had "ground disturbance or tree felling activities." *Id.* Since the tree felling and ground disturbing activities do not impact the vast majority of the tracts of land under Atlantic's control, Atlantic must terminate the temporary easements on undisturbed land immediately, as there is no need for, and no public interest in, 'restoration' or 'monitoring' of these areas. Similarly, the vast majority of the 2,603 permanent easements that Atlantic took do not require any restoration or monitoring, and therefore there is no reason why Atlantic should retain these easements. Undisturbed permanent easements should be returned immediately to the landowners' possession upon request.

With this background, it is clear that the requirement that easements be relinquished unless there is restoration complies with the “public interest” and “public convenience and necessity” standard that applies to the amendment of the Certificate. It is equally clear that the benefits of releasing the great majority of the easements outweigh the adverse effects. In fact, we are unable to identify any adverse effects. Atlantic’s insistence that it will retain all temporary easements until restoration and monitoring is complete, even on properties where there is no restoration and monitoring, serves only the private interests of Atlantic. Atlantic’s statement that it intends to retain the permanent easements forever is the ultimate self-serving position. The benefits accrue solely to Atlantic and the serious adverse effects are imposed only on the public. The only possible conclusion is that ordering Atlantic to relinquish the easements will serve the public interest, and allowing Atlantic to selfishly retain the easements serves only the private interests of Atlantic.¹²

III. Legal Considerations - The Public Interest v. Atlantic’s Private Interest

A final set of issues relates to whether there is any legal reason why FERC is precluded from ordering Atlantic to relinquish the easements. No filing in this Docket by either FERC or Atlantic contains any legal rationale as to why FERC is precluded from ordering Atlantic to relinquish the easements, nor is there any assertion by FERC or Atlantic that FERC cannot, in fact, order the relinquishment of the easements. FERC’s sole statement is that “[c]ontractual issues regarding easement agreements are not environmental issues and therefore are **outside the scope of the supplemental EIS.**” (emphasis added).¹³ While we dispute this conclusion, FERC does not state that it has no authority to order Atlantic to relinquish or modify the easements in the overall context of the Certificate amendment proceeding.

To understand FERC’s views with respect to the relinquishment of the easements, we are left to snippets of statements by FERC and Atlantic. Atlantic simply assumes that it has the right to retain the temporary and permanent easements, and that it is the only entity that has any say as to whether the easements will be relinquished. Thus, in response to the Information Request, Atlantic states that “

¹² There is precedent for the Commission to include in the Certificate limitations on the easements that go beyond what is in the standard easement document. For example, ACP’s Certificate provides that Atlantic shall not exercise eminent domain authority granted under section 7(h) of the NGA to acquire a permanent pipeline right-of-way exceeding 50 feet in width. In addition, where Atlantic has obtained a larger permanent right-of-way width through landowner negotiations, routine vegetation mowing and clearing over the permanent right-of-way shall not exceed 50 feet in width. (Section 2.2.1.1) Certificate, p. 138. In other words, FERC has explicitly imposed Certificate conditions that bind the certificate holder regardless of what rights it may have coerced from landowners.

¹³ Draft SEIS at 1-16.

[A]ll temporary construction easements, TWS, ATWS access roads and staging areas will be returned to the **landowners in accordance with their contractual terms,**” and “ [in] order to fulfill its commitments to perform restoration work and monitoring on the permanent ROW, Atlantic will need to retain ownership of those (temporary) easements until restoration and closeout of federal, state and local permits and the appropriate monitoring periods have been completed. At such time, **ACP will communicate with landowners on a case-by-case basis to determine the permanent disposition of the (temporary) easement.**” Further, “Landowners will have to abide by the terms of easement agreements until restoration work is complete. Following completion of the restoration work, **Atlantic will coordinate with individual landowners on a case-by-case basis to accommodate landowner’s use of the permanent easement area on their property.** It is anticipated that landowner activities, including planting of trees, will be limited only to the extent such activities do not impede Atlantic’s maintenance and monitoring obligations required by federal, state, and local permits.” **(emphasis added).** Note that Atlantic is specifically stating that Atlantic will continue to own the permanent easement area even after restoration work, if any, is complete, and that landowners will have to seek Atlantic’s permission to engage in any activities in the permanent easement area. Atlantic makes no commitment that it will allow any activities in the permanent easement area (“it is anticipated that”), and it makes no commitment that it will not exact a financial payment from the landowners in exchange for approving their requests.

In the Draft SEIS, FERC discusses Atlantic’s ownership and control of the temporary and permanent easements using somewhat different language, but with the same implication that Atlantic has sole control over these easements, and FERC will allow Atlantic to dictate the terms under which it will allow landowners to do anything that is contrary to the current terms of the easements. Thus, in Section 4.9.2.1, regarding Temporary Easements, FERC states:

“For the ACP and SHP Restoration Projects, **all temporary construction easements** (i.e., temporary workspace, access roads, and staging areas) **would be restored, returned to the landowners in accordance with the terms of the landowner agreement,** and allowed to revert to prior uses. Atlantic and EGTS have stated that the temporary construction easements would remain in place until restoration and closeout of federal, state, and local permits and post-construction monitoring periods are complete. During the restoration and monitoring periods, Atlantic and EGTS may use these temporary easements to complete restoration and to access monitoring locations. **Following completion of these activities, Atlantic and EGTS have stated that the temporary easement would be relinquished to the landowner.” (emphasis added)** Draft SEIS at 4-65.

We note that FERC’s description of the disposition of the temporary easements is different in certain important respects from Atlantic’s description of its intent. Atlantic stated that it “will need to retain ownership of those (temporary) easements until restoration and closeout of federal, state and local permits and the

appropriate monitoring periods have been completed. At such time, ACP will communicate with landowners on a case-by-case basis to determine the permanent disposition of the easement.” FERC states that “[f]ollowing completion of these activities, Atlantic and EGTS have stated that the temporary easement would be relinquished to the landowner.” Consistent with FERC’s statements, we submit that, if requested by the landowner, FERC must order Atlantic to relinquish all temporary easements when restoration and monitoring is completed. If no restoration work is required for a specific property, FERC should order that the temporary easement be relinquished immediately if requested by the landowner.

Section 4.9.4.2 in the Draft SEIS relates to Permanent Easements. As previously indicated above, FERC states that:

“We received a number of comments that the Commission should require the relinquishment of the (permanent) easements held by Atlantic due to the fact that Atlantic has cancelled the ACP Pipeline Project. **Atlantic has stated that as part of its ACP Restoration Project it would retain the permanent easement.** While we understand there appears to be no obvious cause for Atlantic to retain an easement for disconnected segments of pipe that are not flowing gas, **easements between landowners and Atlantic or EGTS are legal instruments and as such, any requests for Atlantic or EGTS to relinquish easements or rights-of-way are not within the scope of this supplemental EIS.” (emphasis added)** Draft SEIS at 4-66.

We read FERC’s statement that “easements between landowners and Atlantic or EGTS are legal instruments” as stating that FERC will allow Atlantic to insist that landowners comply with the terms of the easements, even after all restoration work, if any, is completed. Atlantic clearly indicates that it intends to retain the permanent easements when it states that “[f]ollowing completion of the restoration work, Atlantic will coordinate with individual landowners on a case-by-case basis to accommodate landowner’s use of the permanent easement area on their property.” *Id.* Atlantic also clearly believes that it has the legal right to retain all permanent easements even after all restoration work is completed, and that individual landowners will have to get Atlantic’s permission to use the permanent easement area. Implicit in this is the possibility, or even the probability, that Atlantic will exact a financial payment from the landowner in return for permission to use the permanent easement area. And this is true even after the Certificate authorizing construction of the ACP is formally cancelled and all restoration work and monitoring is completed.

Similarly, FERC seems to accept that Atlantic has the unlimited right to retain the permanent easements when it states in the Draft SEIS that “[t]he land obtained by Atlantic and EGTS as permanent right-of-way would generally be allowed to revert to its former use, and landowners would have use of it, except that certain activities such as the construction of permanent structures, including houses, house additions, trailers, tool sheds, garages, poles, patios, pools, mobile homes, septic tanks, or other objects not easily removable, or the planting of trees, would be prohibited within the 50-foot-wide permanent easement.” *Id.* These exceptions are

extremely burdensome to landowners, and landowners may well be forced to pay Atlantic to obtain permission to use their land for many important purposes. This would promote the "private interests" of Atlantic at the expense of the "public interests" of the landowners.

Essentially, Atlantic is stating that it has two businesses. The first business is the construction of the ACP. FERC's action in granting the certificate of public convenience and necessity for the ACP bestowed on Atlantic the right to forcibly acquire easements on private property through the exercise of eminent domain. Atlantic acquired easements over a number of properties by suing property owners and exercising their right of eminent domain, and negotiations for "voluntary" easements were coerced by Atlantic's statements that it would use its power of eminent domain to forcibly acquire the easements if the property owners resisted. FERC directly supported Atlantic's coercive actions by informing landowners that Atlantic had a right to acquire easements across their property using the power of eminent domain. FERC informed landowners that they could not refuse to grant the easements – they had only two options, to try to negotiate the terms of the easements with Atlantic or be taken to court by Atlantic and ordered to grant the easements. The entire process was terribly tilted in Atlantic's favor. Especially after their attorneys' fees and other expenses were factored in, most landowners did not receive "just compensation" for the easements that were imposed. Landowners certainly did not feel so. Landowners were up against the most powerful multi-billion-dollar utilities in the states, with unlimited resources. Those mega-corporations were represented by a phalanx of the largest, most sophisticated law firms. And any "negotiations" with the landowners were prefaced with, "if we don't reach agreement, we're going to sue you, you'll have to pay thousands of dollars in attorneys' fees, and in the end you'll lose. Here are a few court cases that prove this."

Now that Atlantic has abandoned the construction of the ACP, Atlantic indicates that they are entering a second business – retaining all temporary and permanent easements and negotiating with landowners on a case-by-case basis to grant variances to allow landowners to use their property in ways that are prohibited by those easements, such as planting trees or building a house or barn. Lurking in the background is the implication that it is completely in Atlantic's discretion whether to allow such uses, and that Atlantic may require a landowner to pay them for granting such variances. We submit that there is no conceivable "public interest" justification for FERC allowing Atlantic to engage in this second business. The only public interest justification for Atlantic to retain the easements is to complete restoration work on the proposed path of the ACP and then close up shop. For Atlantic to utilize the easements it holds for the purpose of private enterprise money-making activities violates the sole public interest basis for allowing Atlantic to obtain the easements in the first place – construction of the ACP. Serving the "private interests" of Atlantic is contrary to FERC's mission and must not be allowed. FERC should specifically order Atlantic to relinquish the easements upon request by a landowner.

IV. Taking of Property without Just Compensation

There is a final potential issue that neither FERC nor Atlantic has articulated. The apparent hesitancy of FERC to state clearly that Atlantic must immediately relinquish all temporary and permanent easements on properties for which there is no restoration work to be completed may reflect a concern that cancelling these easements would constitute an unconstitutional taking of property without just compensation. For several reasons, such an analysis fails. First, as Friends of Nelson has stated in its previous comment letters, from the public reporting of Dominion Energy, Inc. and Duke Energy, the owners of Atlantic, it seems clear that Dominion and Duke Energy have fully written off the costs relating to the cancelled and abandoned ACP Project. The costs relating to the Project include the costs of acquiring the easements. As a result, requiring Dominion and Duke Energy (through Atlantic) to release all of the easements, which are carried on their balance sheets as having zero value, will have no financial impact on Dominion or Duke Energy or Atlantic. No compensation for relinquishing the easements is required.¹⁴

In addition, Atlantic initiated this Certificate amendment proceeding in large part because it will benefit financially from FERC's determinations in the proceeding and will be protected legally from subsequent damage claims where it has failed to restore land. For example, Atlantic has already made a number of variance requests, and FERC has approved a number of these variance requests to the benefit of Atlantic. For example, on June 22, 2021, Atlantic made a variance request that FERC allow it to leave in place the stone that has been placed at the CY-Spr 01A (Brushy Fork) construction yard.¹⁵ This variance request allowed Atlantic to save money by not being required to remove the stone, and it also gave Atlantic the certainty that it could not later be sued for failing to fulfill its obligation to remove the stone. FERC approved the variance request.

Similarly, the Certificate amendment proceeding has provided Atlantic with a venue to request that it not be required to complete substantial restoration work, thereby providing substantial financial benefits to Atlantic and providing Atlantic with the certainty that it could not be sued for failing to restore property it had damaged. Again, as just one example, even over certain landowner's repeated objections,¹⁶ Atlantic proposes to leave all installed pipeline in place (approximately 31.4 miles of the pipeline right-of-way) and leave felled trees in place in areas where trees have not yet been cleared (approximately 25.2 miles of the pipeline

¹⁴ Letter from Friends of Nelson to Kimberly D. Bose, FERC, Dkt. Nos. CP15-554 et al., at pp. 12-14 (April 15, 2021)

¹⁵ Letter from Atlantic Coast Pipeline, LLC of Nelson to Kimberly D. Bose, FERC, Dkt. Nos. CP15-554 et al., (June 22, 2021) (Document Accession #: 20210622-5135)

¹⁶ See, for example, DKT. Nos. CP15-554 et al., Document Accession Numbers 20210907-5077, 20210812-5139 and 20210416-5279.

right-of-way).¹⁷ The cost savings to Atlantic will be very substantial, and, if approved by FERC, will protect Atlantic from subsequent damage claims. In the totality of the Certificate Amendment Proceeding, the value of the financial and legal liability protections that Atlantic will receive will vastly exceed any financial loss from a FERC order to relinquish the easements if, in fact, there is any financial loss.

* * *

For the reasons set forth herein, the Commission should require Atlantic to give private landowners and open-space easement holders the opportunity to regain full ownership of their property by releasing easements held by Atlantic for a Pipeline it will not build. Specifically, Atlantic must contact the owners of all properties where a right-of-way easement exists and inform them that (a) Atlantic will release the right-of-way easement within 90 days of a written request from an affected landowner or open-space easement holder; (b) Atlantic will provide the affected landowner or open-space easement holder with the proposed written release of the right-of-way easement; (c) Atlantic will pay the reasonable attorneys' fees of the affected landowner or open-space easement holder incurred in reviewing and negotiating changes to the proposed written release of the right-of-way easement; and (d) Atlantic will file the final, executed written release of the right-of-way easement in the land records of the appropriate jurisdiction. The sole exception should be with respect to specific properties that require restoration work and subsequent monitoring. As to those properties, the Commission's order should limit the use of the temporary and permanent easements by Atlantic solely to completion of such restoration work and monitoring on those properties. Any monitoring period should be tailored to each property based on the extent and type of restoration work. The easements should be released promptly upon completion of the monitoring period.

Respectfully submitted,

/s/Douglas Wellman

Douglas Wellman
President
Friends of Nelson

¹⁷ Cover Letter to Draft SEIS, unnumbered page 2.

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 Secretary in this proceeding.

Dated: September 12, 2021

/s/ Douglas Wellman

Douglas Wellman

President

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