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August 3, 2020

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

**Re: Atlantic Coast Pipeline LLC, Dominion Energy Transmission LLC  
Docket Nos. CP15-554, CP15-555  
Comments in Response to ACP Modified Request for Extension of Time  
for Certificate**

Dear Secretary Bose,

Please accept these comments in response to the Commission's Notice of Dominion Modified Request for Extension dated July 22, 2020. These comments are filed on behalf of the Wintergreen Property Owners Association (WPOA) and Friends of Wintergreen (FOW), intervenors in the above-captioned proceeding.

On July 2, 2020, WPOA and FOW filed a letter in opposition to a Commission notice published June 17, 2020 concerning a request by Dominion Energy to grant a two-year extension of time or until October 13, 2022, to construct and place the Atlantic Coast Pipeline (ACP) into service. Subsequently, on July 5, 2020, Dominion announced its plans to cancel the ACP, and accordingly, filed a modified request to extend the certificate for the project by one year or until October 13, 2021 to allow Dominion time to complete any construction activities that may be required to complete the abandonment.

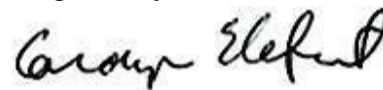
WPOA and FOW do not object to Dominion's request for a one-year extension, so long as the extended certificate is used solely for the purpose of allowing Dominion to complete restoration activities. The Commission must make absolutely clear that an extended certificate does not authorize construction and operation of the ACP or any other pipeline. This clarification is important because it will signify that the pipeline has been abandoned, thereby enabling landowners to initiate (or ask Dominion to initiate) proceedings for removal of the easement encumbering their deeds and reversion of full legal title to the landowners.

In addition, although the Notice did not solicit specific comments on applicable restoration for the properties, WPOA and FOW ask that the Commission adopt an approach that gives landowners whose property has been damaged the final say on how restoration should be accomplished. Neither the damage caused by ACP's premature construction nor the properties themselves are uniform and therefore, a solution that works for one property may be unsuitable for another. On WPOA's property, hundreds of trees were removed from a steeply sloped mountainside characterized by unstable terrain and prone to landslides. Thus, certain procedures for clearing felled trees or replanting that might be appropriate for flat farmland could cause even more damage to the WPOA property.

WPOA has an easement agreement in place with Dominion and desires to resolve restoration either under the terms of its agreement or through additional negotiations with the company. On several occasions, the Commission has recognized that a company's easement agreements with landowners supersede the Commission's standard approvals. See e.g., FERC Upland Erosion, Revegetation and Maintenance Plan (2013), online at <https://www.ferc.gov/sites/default/files/2020-04/upland-pocket-guide.pdf> (allowing landowner agreements to trump minimum standards of remediation); *Klaphake v. Columbia Gas Transmission, LLC*, Civil Action No. 17-1359, at \*5 (W.D. Pa. Oct. 16, 2018)(noting that "FERC's approval is not always sufficient for abandonment, as independent agreements with landowners are not covered by FERC's approval" and may also be required); *CenterPoint Energy*, 109 FERC ¶61,091 (2004)(requiring removal of pipe following abandonment of project where desired by landowners).

Although Dominion's abandonment of a massive project like the ACP is unprecedented, the Commission's willingness to accommodate specific landowner needs is not. Therefore, before the restoration process begins, the Commission must allow ample opportunity for input from landowners, and must require Dominion to remediate damages in accordance with the terms of existing easement agreements or individual preferences of the landowners.

Respectfully submitted,



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