



August 23, 2017

Amit Pinjani  
Ampersand Energy Partners LLC  
717 Atlantic Ave, Suite 1A  
Boston, MA 02111

Subject: Collins Hydroelectric Project (LIHI #88)  
Condition Appeal Request

Dear Mr. Pinjani:

I have reviewed your letter dated August 18, 2017, requesting an appeal of the language in Condition 2 of our preliminary decision to recertify the Collins Hydroelectric Project. The current condition language is below.

**Condition 2.** Within 90 days of issuance of re-certification, the Owner shall convene a meeting(s) with interested recreational boating stakeholders to design an approach that would result in formalization of a portage route around the Collins Dam. This meeting shall also address measures to help minimize over-use of the area adjacent to the Columbia Gas property by members of the boating public. Minutes of the meeting(s) shall be issued to meeting participants and to LIHI. If a formal agreement for the improvement to and maintenance of such a portage, including an implementation schedule of not later than the summer of 2018, cannot be reached by January 31, 2018, LIHI shall be provided an explanation why an agreement is not possible. This notification from LIHI shall be provided within 30 days of when that decision is reached. LIHI at that time may find that the certification can nonetheless continue, or alternatively, provide notice to Owner to take appropriate actions within a reasonable timeframe to avoid the certification to be rescinded due to not meeting the requirements of the Recreational Resources Criterion. Should an agreement be reached, the Owner shall notify LIHI within 30 days of when the portage and signage identifying the portage is complete. Any new agreement on a portage route must be consistent with reasonable safety of employees, the public, and other affected property owners, and with critical energy infrastructure protection dictated by state or federal authorities.

In your letter you request that the following language be included in the condition: "Under no circumstances will the Owner of the Collins Project be responsible for incurring any costs associated with building or maintaining the portage. In addition, the owner will be absolved from any and all liabilities associated with the use of the portage." The primary argument to include the language is that the Collins Project "does not believe it is reasonable for being responsible for incurring ongoing maintenance costs or being responsible for undertaking any liabilities associated with its use." You point out that the Recreational Needs Assessment Consultation Report submitted to FERC by the prior owner does not include commitment to pay

for the costs of building or maintaining the portage. Finally, you quote Appalachian Mountain Club's letter stating that Massachusetts General Law provides protection against liability for owners who provide modest recreational utilization.

For the reasons stated below, it is my determination that an appeal is not warranted.

In prior conversations between ourselves and you, the views regarding Collins' concerns over the passage were communicated. Your prior request to include the above language was considered thoroughly and was determined to not be feasible to include. There is no new information in your request for an appeal that would serve to support an appeal.

The condition language included in the preliminary decision does not bind the Collins Project to any specific expenses. The primary purpose of the condition is to ensure that the Collins Project works cooperatively with stakeholders to fulfill the commitments made in the Recreational Needs Assessment Consultation Report, which you also point out contains no monetary commitments. The agreement could be successful without having Collins invest monetary resources. The condition also includes a provision whereby LIHI will review the failure to reach agreement on formal portage. It is possible that the Collins Project could retain certification even without reaching agreement on the portage.

Regarding liability, LIHI has no statutory authority that would enable it to release Collins from any liability regarding its hydropower operations or land ownership. As you and AMC have pointed out, Massachusetts law provides for protection of landowners already and such law should provide the assurance you seek.

Thank you for supporting Low Impact hydropower.

Sincerely,



Shannon Ames  
Executive Director

Cc: Stella Jhang, Ampersand Energy Partners LLC  
Mike Sale, Low Impact Hydropower Institute