**AGRICULTURAL IMPACT MITIGATION AGREEMENT**

**between**

**Company Name**

**and the**

**ILLINOIS DEPARTMENT OF AGRICULTURE**

**Pertaining to the Construction of Project Name,**

**kV Electric Line**

**and Related Appurtenances in**

**County, Illinois**

The Company (hereafter referred to as Company or Company) and the Illinois Department of Agriculture (IDOA) agree to the following conditions, standards, and policies in this Agricultural Impact Mitigation Agreement (AIMA) that Company will implement as it constructs, operates, and maintains the Project Name project on privately owned Agricultural Land in (List Counties) Count(y/ies) in Illinois as described in Company’s application to the Illinois Commerce Commission (ICC) for a Certificate of Public Convenience and Necessity (CPCN), Docket No.      . As part of this AIMA, Company agrees to follow all local, state, and federal regulations, as applicable. The mitigative actions outlined in this AIMA will serve to reduce the risk of negative impacts to privately owned Agricultural Land in Illinois that may occur due to the Project.

Table of Contents

[Introduction 1](#_Toc130220531)

[Agreement Limitations 1](#_Toc130220532)

[Project Sequence 1](#_Toc130220533)

[Qualified Professionals 2](#_Toc130220534)

[Conditions of the AIMA 4](#_Toc130220535)

[Definitions 7](#_Toc130220536)

[Electric Line Construction Standards and Policies 12](#_Toc130220537)

[1. Other Regulations 12](#_Toc130220538)

[2. Contacts for Landowner 12](#_Toc130220539)

[3. Advance Notice to Landowner for Access 12](#_Toc130220540)

[4. Elevation and Contour Data 12](#_Toc130220541)

[5. Support Structures 13](#_Toc130220542)

[6. Guy Wires and Anchors 13](#_Toc130220543)

[7. Aboveground Facilities 13](#_Toc130220544)

[8. Ingress and Egress Locations 13](#_Toc130220545)

[9. Temporary Roads 14](#_Toc130220546)

[10. Tree and Brush Clearing 14](#_Toc130220547)

[11. Erosion and Sediment Controls 14](#_Toc130220548)

[12. Project Activities During Wet Conditions 15](#_Toc130220549)

[13. Support Structure Foundation Spoils 16](#_Toc130220550)

[14. Dewatering Operations 16](#_Toc130220551)

[15. Concrete Operations 16](#_Toc130220552)

[16. Construction Debris 16](#_Toc130220553)

[17. Drain Tile 17](#_Toc130220554)

[18. Installation of Additional Tile Lines 18](#_Toc130220555)

[19. Land Leveling 18](#_Toc130220556)

[20. Compaction and Rutting 19](#_Toc130220557)

[21. Soil Inputs 19](#_Toc130220558)

[22. Drainage 20](#_Toc130220559)

[23. Conservation Practices 20](#_Toc130220560)

[24. Irrigation Systems 21](#_Toc130220561)

[25. Weed Control 21](#_Toc130220562)

[26. Private Property 21](#_Toc130220563)

[27. Neighboring Communications Circuits 21](#_Toc130220564)

[28. Notice of Project Status 21](#_Toc130220565)

[29. Inspections 22](#_Toc130220566)

[Weekly Inspections – (Construction Phase) 22](#_Toc130220567)

[Daily Inspections – (Restoration Phase) 22](#_Toc130220568)

[Quarterly Inspections – (Monitoring Phase) 23](#_Toc130220569)

[30. Quarterly Reports 23](#_Toc130220570)

[31. Inspection and Entry by the IDOA 24](#_Toc130220571)

[32. Fee Simple Land Acquisition 24](#_Toc130220572)

[33. Indemnification 24](#_Toc130220573)

[34. Retention of Records 25](#_Toc130220574)

[Concurrence of the Parties to this AIMA 26](#_Toc130220575)

# Introduction

Company is proposing to construct, operate, and maintain a new       kV Electric Line, approximately       miles in length. The Project includes       and related appurtenances on Agricultural Land through (List Counties) Count(y/ies) in Illinois. A temporary workspace easement      -feet (     ’) wide will also be required and will revert to the Landowner upon completion of construction activities.

If construction does not commence within two years from the issuance of the Illinois Commerce Commission’s (ICC’s) Certificate of Public Convenience and Necessity (CPCN), the Agricultural Impact Mitigation Agreement (AIMA) will be revised to reflect the Illinois Department of Agriculture’s (IDOA’s) most current Electric Line AIMA Conditions and Construction Standards and Policies. This AIMA, and any updated AIMA, will be filed with the ICC by Company.

Unless an Underlying Agreement between the Landowner and Company provides to the contrary, the actions specified in the Electric Line Construction Standards and Policies contained in this AIMA will be implemented in accordance with this AIMA.

The purpose of this document is to present the proposed measures for minimizing impacts to and restoring privately owned Agricultural Land in Illinois as a result of the Project.

# Agreement Limitations

The Construction Standards and Policies described below apply to construction activities occurring partially or wholly on privately owned Agricultural Land in Illinois. With the exception of Item No. 17., the Construction Standards and Policies are not intended to apply to construction activities occurring entirely on public ROW, railroad ROW, publicly owned land, or privately owned land that is not Agricultural Land. Company will, however, adhere to the Construction Standards and Policies relating to the repair of drain tile when drain tiles are encountered on public highway ROW, railroad ROW, and publicly or privately owned land.

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# Project Sequence

Electric Line construction is anticipated to commence as soon as practicable following the receipt of required permits and approvals. The construction of the Electric Line in Illinois will take approximately       months to complete, with expected durations on individual parcels to be significantly shorter. The sequence of events for Electric Line construction will begin with advance notification of affected Landowners, Tenants, and governmental agencies. **Table 1.** identifies the general sequence of activities that will be undertaken in the respective project phase, following notification:

Table 1. General Project Activity Sequence Per Project Phase

|  |  |
| --- | --- |
| **Project Phase** | **Project Activities** |
| Pre-Construction | * Complete final surveys and soil analysis * Stake ROW boundaries and workspace * Clearing of trees and brush * Install entrances * Staging of equipment |
| Construction | * Installation of sediment controls, as necessary * Weekly inspections * Grubbing of the ROW * Install access roads * Drilling holes for structure piers * Temporary repairs to drain tile lines, if encountered * Pouring concrete for structure piers * Erection of structures * Stringing of the Electric Line * Energization of the Electric Line * Permanent repairs to drain tile lines |
| Restoration | * Daily inspections * Restoring pre-construction elevation and contours of the ROW * Decompacting areas of the ROW * Soil sampling and installation of soil inputs * Installation of permanent erosion controls in accordance with the AIMA (or other Underlying Agreement) |
| Monitoring | * Quarterly inspections for two years or until Final Restoration has been achieved, whichever is longer |
| Final Restoration | * Removal of temporary sediment controls * Submittal of Notice of Completion |

# Qualified Professionals

Company shall retain Qualified Professionals on each work phase of the project. The Qualified Professionals shall use Best Efforts to ensure that, 1) the provisions set forth in this AIMA or in any Underlying Agreement will be adhered to by Company and by the Electrical Line contractors, and 2) all Underlying Agreements protect the resources of both the Landowner and Company and comply with local, state, and federal regulations.

The IDOA and Company shall agree on the selection of the Qualified Professionals listed below; Company shall pay for the cost of the work performed by the Qualified Professionals.

The IDOA, in consultation with Company, can remove any Qualified Professionals due to failure to comply with this AIMA. If a Qualified Professional is removed, Company shall hire a qualified replacement in accordance with this AIMA within 45 days of the previous individual being removed.

If utilizing the local Soil and Water Conservation District (SWCD) staff for technical assistance, the SWCD staff can invoice the Company directly. The respective SWCDs where project work is occurring shall be provided with an address to submit such invoices, during Pre-Construction. Technical assistance may include recommendations or work to mitigate issues that arise as a result of this Project, such as compaction remediation, seeding recommendations, erosion and sediment remediation, streambank and conservation practices remediation, and other soil and water issues that may arise as a direct result of the Project.

The Company shall retain the following Qualified Professionals, at a minimum, to comply with this AIMA:

#### Agricultural Inspectors

Company shall hire Agricultural Inspectors that are: (i) selected by the Company based upon criteria agreed to by the IDOA; (ii) approved by the IDOA; and (iii) supervised by Company and the IDOA. Company agrees that a minimum of one Agricultural Inspector shall be employed to monitor the ROW during the various phases of the project per Spread (see Definitions).

Agricultural Inspectors shall be thoroughly familiar with the following, at a minimum:

* This AIMA
* Company’s Plans and Procedures
* Electric Line Construction Sequence and Processes
* Midwest agricultural operations and activities
* Midwest drain tile operations
* Effects of construction on agricultural soils as they relate to crop yields and fertility levels
* Illinois soils, soil profiles, components, structures, and textures
* Best Management Practices (BMPs) to mitigate impacts to agricultural lands
* NPDES permit requirements, if applicable to the project
* Contents of a project-specific stormwater pollution prevention plan (SWPPP) as required by the NPDES permit, if applicable to the project

The Agricultural Inspector shall possess the following:

* Proof of qualifications as a Certified Professional in Erosion and Sediment Control (CPESC), or equivalent certification approved by the IDOA, and be in good standing
* Good oral and written communication skills, and the ability to work closely with the Landowner, Tenants, Company, and project contractor(s)
* At least 2 years of experience in an agricultural setting, working in some aspect of production agriculture or farm operations

The Agricultural Inspectors shall perform the following duties/tasks:

* During Pre-Construction, establish and maintain contact with the affected Landowners and Tenants in conjunction with Company right-of way (ROW) agents and contractors, as well as local SWCD personnel concerning farm resources and management matters pertinent to the agricultural operations and the site-specific implementation of this AIMA
* Train all Electric Line contractors on the terms of this AIMA and provide a copy of this AIMA to them
* During wet conditions, determine acceptable work activities in accordance with this AIMA and communicate that determination with the Company project manager(s), site supervisor(s), Electric Line contractors, and Landowners or Tenants, as appropriate
* Conduct weekly inspections from the date Construction commences to the start of Restoration
* Conduct daily inspections during the Restoration phase
* Conduct quarterly inspections for at least two years during the Monitoring phase until Final Restoration has been achieved
* Complete and submit quarterly reports of inspections, documenting the status of the Project to Company. (Company shall retain the completed reports for a period of at least three years from the date the Notice of Completion is submitted to the IDOA)

#### SWPPP Inspector

Company shall comply with the NPDES permit requirements, including hiring a qualified stormwater pollution prevention plan (SWPPP) inspector, if applicable to the project. The SWPPP inspector may perform the duties of an Agricultural Inspector if he/she possesses the requisite qualifications to perform such duties.

#### Drain Tile Contractors

Company shall use Best Efforts to hire local drain tile contractors to redesign, reconstruct, and/or repair any damaged subsurface drain tile lines as a result of the Project. Ideally, drain tile contractors shall be employed during Construction to repair damaged drain tile, but may be utilized during any phase of the project when drain tile damages occur. Often, the local drain tile contractors have installed the Landowner's drain tile system and have valuable knowledge as to the location, depth of cover, appurtenances, and any other factors affecting the tile operation. The drain tile contractor(s) shall follow the attached construction specifications (See Item No. 17.).

#### Crop Specialist

Prior to Restoration, Company shall make available to the Landowners the name and contact information of a Crop Specialist such as a professional soil scientist, agronomist, or other professional trained in soil productivity and crop production with whom the Landowner can communicate information regarding project-related diminished crop yields, soil productivity, and the need for reimbursement for the cost of agricultural inputs (See Item No. 21.C.). The Agricultural Inspector(s) may perform the duties of the Crop Specialist if they possess the requisite qualifications to perform such duties.

#### Forester

Company shall hire an Illinois licensed forester or accredited forester with local expertise. Prior to clearing, the forester shall identify the trees in the forested acres of the ROW, appraise the value of any timber to be felled for construction of the Electric Line, and notify the Landowner of the appraised value prior to felling. Company shall make available to the Landowners of forested parcels the name and contact information of the forester prior to clearing (See Item No. 10.).

See **Table 2**. for a general list of ROW work performed by the Qualified Professionals identified in this AIMA during specific phases of the project.

Table 2. General List of Qualified Professionals' ROW Work by Project Phase

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Phase** | **Ag Inspector(s)** | **Forester** | **Crop Specialist** | **Drain Tile Contractor(s)** | **SWPPP Inspector** |
| **Pre-Construction**  (Landowner contacts, Surveys,  Staking ROW, Clearing, Entrances, Staging Equipment) | Establish and maintain contact with the affected Landowners and Tenants. | Identify and appraise trees in the forested acres of the ROW.  Notify Landowner and IDOA of results. |  |  |  |
| **Construction**  (Land-Disturbing Activities through Energization) | Conduct weekly inspections.  Complete quarterly reports. |  | Contact information provided to Landowner and Tenant prior to Restoration. | Redesign, reconstruct, and/or repair any subsurface drain tiles damaged during the Construction phase. | Refer to the NPDES permit for inspection and reporting requirements |
| **Restoration**  (Land-Leveling, Decompaction, Soil Sampling, Installation of Soil Inputs and Permanent Erosion Controls) | Conduct daily inspections.  Complete quarterly reports. |  | Available to Landowner or Tenant in case of diminished crop yields or soil productivity, or the need for reimburse-ment for the cost of agricultural inputs. | Additional repairs may be needed if drain tile issues are observed during the Restoration or Monitoring phases. |
| **Monitoring**  (2 years from implementation of Restoration measures or until Final Restoration is achieved,  whichever is longer.  If project-related issues arise during this phase, Remediation measures shall be implemented) | Conduct quarterly inspections  (At least two inspections during the growing season).  Complete quarterly reports.  (No less than 2 years) |  |
| **Final Restoration** | Submit Notice of Completion |  |  |  |

**Table 2.** is intended to serve as a general guide regarding the sequence of qualified professionals on the Project and respective tasks. This table does not limit any requirements specifically addressed throughout this AIMA.

# Conditions of the AIMA

The mitigative actions specified in the Construction Standards and Policies of this AIMA will be implemented in accordance with the Conditions listed below:

1. Company shall use its Best Efforts to determine all affected Landowners and Tenants along the route of the Electric Line. Company shall use Best Efforts to keep the Landowners and Tenants informed of the Project’s status, meetings, and other factors that may have an impact upon their farming operations, and to consult with both Landowners (and Tenants, as necessary) in accordance with the terms of this AIMA.
2. No less than 45 days prior to Construction, Company shall provide the IDOA with a current list (electronically) of affected Landowners and Tenants. This list shall include Landowner and Tenant mailing addresses on a county-by-county basis. This list will be privileged and confidential document not subject to FOIA discovery unless already publicly disclosed in the course of permitting of the project. Company will notify the IDOA of the status of any additions or deletions to the affected Landowner and Tenant list on a monthly basis from the start of Construction until Final Restoration has been achieved. The IDOA will use the Landowner and Tenant contacts for mailing of this AIMA to them.

The IDOA will also provide this AIMA to the respective SWCD and Farm Bureau office(s) in the affected counties for informational purposes.

The IDOA will invoice Company for the cost of postage for sending project-specific notices or information to Landowners, Tenants, local SWCDs, and Farm Bureau offices, as applicable. Company shall provide postage reimbursement to the IDOA for such mailings.

1. During Pre-Construction, Company shall conduct a pre-construction elevation survey of the Temporary and Permanent ROW. The Company shall create a pre-construction topographic map(s) with no less than 1-foot contours from this pre-construction elevation survey data. The Company shall provide the IDOA with the pre-construction elevation survey data and a copy of the pre-construction topographic map(s). If requested by the Landowner, the Company shall provide the Landowner with a copy of the pre-construction topographic map(s) for the ROW on their respective parcel(s) for the purposes of dispute management. These elevations shall be used by Company to restore the ROW to as close to its pre-construction state as practicable. (See Item No. 4. for standards and policies regarding the accuracy of the pre-construction elevation analysis).
2. Company shall comply with the Illinois Timber Buyers Licensing Act, 225 ILCS 735/1. An Illinois Licensed Forester or Accredited Forester with local expertise shall be hired by Company to identify the trees in the forested acres of the ROW and appraise the value of any timber to be felled for construction of the Electric Line. The Landowner shall be notified of the appraised value prior to felling and shall be compensated 100 percent of the value of the timber that is not retained by the Landowner. Company shall work with the Landowner regarding the disposition of the felled timber in accordance with this AIMA, Underlying Agreements, and all applicable permit conditions.
3. Prior to Construction, Company shall use Best Efforts to identify all parcels enrolled in conservation practices such as CREP and CRP, among others, and shall notify the IDOA of those parcels and their respective Landowners’ contact information.

1. Company shall use Best Efforts to identify the location of and avoid or minimize damage to private property, drain tile, tile risers, natural drainage patterns, waterways, filter strips, culverts, surface ditches, and other relatable structures within the ROW and any other staging area of the project.
2. Company shall make available to the Landowner the name and contact information of a Crop Specialist with whom the Landowner can communicate information regarding diminished crop yields, soil productivity, and the need for reimbursement of the cost of applicable remedies for outstanding issues.
3. The terms of this AIMA and the mitigative actions described herein apply to current and associated future construction, operation, and maintenance of the Electric Line by Company. Company shall ensure that any Electric Line contractor or sub-contractor employed by it adheres to the term of this AIMA.
4. All mitigative actions shall comply with requirements of the ICC Certificate issued for the project as well as comply with applicable local, state, and federal regulations. Furthermore, Company shall include the executed AIMA as part of its submission to the ICC.
5. Company shall incorporate by reference, the terms of this AIMA, in Underlying Agreements executed with Landowners on privately owned Agricultural Land in Illinois. In the event of a conflict between this AIMA and an Underlying Agreement, the Underlying Agreement will control, pursuant to applicable local, state, or federal regulations.
6. All mitigative actions are subject to modification through negotiation between the Landowner and a representative of Company, and shall be documented in writing in advance of the action being initiated. Any negotiated modifications to mitigative actions must still comply with applicable local, state, and federal regulations, including requirements set forth by applicable drainage districts and the Illinois Drainage Law. (See Item Nos. 17 and 22 regarding drainage).
7. Company may negotiate with Landowners those mitigative actions Landowners wish to perform themselves. In such instances, Company shall compensate Landowners for their costs, including offering Landowners the commercial rate for their labor and machinery costs.
8. All mitigative actions employed by Company, unless otherwise specified in this AIMA, negotiated in an Underlying Agreement between the Landowner and Company, or required per local, state, or federal regulations or permits, shall be implemented no later than 45 days of completion of the Electric Line construction on any affected property, weather and Landowner permitting. All negotiated agreements between the Landowner and Company shall be documented in writing prior to initiating the mitigative action. If some factor such as weather or work phase prevents the implementation of permanent final repairs, temporary repairs shall be made by Company, as needed and as specified in this AIMA, to minimize the risk of property damage until permanent repairs can be completed.

1. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.
2. In the event Company elects not to construct the Electric Line, it may terminate this AIMA by providing written notice to the IDOA.
3. No later than 45 days after Construction is complete, Company shall provide the IDOA, with “as-built” drawings and respective GIS files showing the location and GPS coordinates of all drain tile lines encountered or damaged in the construction of the Electric Line. Drawings shall also identify the respective County, parcel identification number(s), Landowner(s), and any repairs performed on the drain tiles.

In addition, no later than 45 days after Construction is complete, Company will provide all affected Landowners with a map identifying the respective locations, GPS coordinates, and any repairs or modifications performed on drain tiles of their respective parcel(s).

# Definitions

|  |  |
| --- | --- |
| Agricultural Impact  Mitigation Agreement (AIMA) | The Agreement between Company and the Illinois Department of Agriculture described herein pertaining to the Electric Line Project. |
| Agricultural Land | Land used for cropland, hay land, pasture, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs. |
| Best Efforts | The good faith efforts, time, and costs that a prudent person would use, expend, or incur in similar circumstances to ensure a certain result is achieved as expeditiously as possible. |
| Best Management  Practices (BMPs) | Any structural, vegetative or managerial practice used to treat, prevent, manage, or reduce soil erosion. Such practices may be temporary or permanent. |
| Certificate of Public  Convenience and Necessity | A certificate issued by the Illinois Commerce Commission to provide essential public services. |
| Company | Company and any contractor or sub-contractor in the employ of Company for the purpose of completing construction of the Electric Line or any mitigative actions covered by this AIMA. |
| Conservation Practices | Practices used to protect or conserve a natural resource. Practices are established and supported by science and technical guides. Examples of conservation practices include conservation easements, Agricultural Land enrolled in a conservation program, sensitive areas, wetlands, filter strips, terraces, grassed waterways, etc. Conservation practices can be promoted by both public entities (such as IDNR, NRCS, FSA) and private groups. |
| Construction | The phase of the project that starts at the initiation of land-disturbing activities and ends with the energization of the Electric Line. Land-disturbing activities for Electric Line projects include, but are not limited to, drilling for support structure piers, grubbing, grading, and excavation of land. |
| Cropland | All land from which crops were harvested or hay was cut; all land in orchards, citrus groves, vineyards, and nursery greenhouse crops; land in rotational pasture, and grazing land that could have been used for crops without additional improvements; land used for cover crops, legumes, and soil improvement grasses, but not harvested and not pastured; land on which crops failed; land in cultivated summer fallow; and idle cropland. Cropland also includes land which was formerly used as cropland but is currently in a government set-aside program and pastureland comprised of Prime Farmland. |
| Drain Tile | Artificial subsurface drainage system including, but not limited to, clay and concrete tile, vitrified sewer tile, corrugated plastic tubing, and stone drains. |
| Electric Line | Includes the electric transmission line and its associated components. |
| Energization | The point at which the Electric Line is transmitting electrical energy. |
| Erosion Control | A BMP or measure that stabilizes a surface by preventing, controlling, or reducing the risk of erosion. Erosion Controls can be temporary or permanent. Temporary erosion controls include temporary seed, straw, mulch, or other temporary surface cover. Permanent erosion controls include permanent seed, permanent sod, rock, gabions, pavement, or other permanent surface cover. Permanent Erosion Controls are needed to establish Final Restoration. |
| Final Restoration | The phase of the project after the Monitoring phase in which all Restoration measures (and if necessary, Remediation measures) that were implemented have been achieved in accordance with this AIMA, and the ROW has been returned as close to its pre-construction state as practicable. Once Final Restoration has been achieved, the Notice of Completion can be submitted. |
| Illinois Commerce  Commission (ICC) | A quasi-judicial court of law which regulates public utility services in [Illinois](https://en.wikipedia.org/wiki/Illinois) and also oversees certain transportation activities. The ICC’s mission is to balance the interests of consumers and utilities to ensure adequate, efficient, reliable, safe and least-cost public utility services, while promoting the development of an effectively competitive energy supplier market. |
| Landowner | Person(s) holding legal title to property on the Electric Line route from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property. |
| Landowner’s Designee | Any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property. For purposes of this AIMA, Landowner Designee is synonymous with Landowner. |
| Mitigative Actions | Actions taken to minimize disturbance prior to construction or actions to restore conditions as close as practicable to those present prior to construction with respect to the type of project. |
| Pre-Construction | A phase of the project that initiates activities on the ROW. Pre-Construction activities include marking the ROW, soil boring, tree and brush clearing, installation of culverts and rock at entrances/exits to the ROW, and staging of equipment. This phase ends with the commencement of land-disturbing activities. |
| Monitoring Phase | A phase of the project that starts from the implementation of Restoration measures, for at least two years or until Final Restoration has been achieved, whichever is longer. If project-related issues are observed during this phase, Remediation measures shall be implemented to achieve Final Restoration. |
| Non-Agricultural Land | Any land that is not "Agricultural Land" as defined above. |
| Notice of Completion | Notification submitted by Company to the IDOA that all phases of the project are complete. The Notice of Completion is submitted once construction has ceased, the Electric Line is in service, remediation has been completed, the project has been monitored for at least two years, and all disturbed areas have been achieved Final Restoration. Submittal of the Notice of Completion to the IDOA also initiates the three-year record retention period (see Item No. 34.). |
| Parent material | The unconsolidated more or less chemically weathered mineral or organic matter from which the solum of soils is developed by pedogenic processes. Parent material consists of the C soil horizon and may or may not consist of materials similar to those from which the A and B soil horizons developed. It may be blue clay; it may include rocks or sand. It will not promote or support viable plant growth. |
| Prime Farmland | Land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils. This land is generally considered the most productive soils with the least input of nutrients and management. It has the soil quality, growing season, and moisture supply needed to produce economically sustained high yields of crops when treated and managed according to acceptable farming methods, including water management and has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these uses. Prime farmlands are not excessively erodible or saturated with water for a long period of time, and they either do not flood frequently or are protected from flooding. [SSM, USDA Handbook No. 18, October 1993]. |
| Restoration | A phase of the project after Construction in which measures are taken to return the ROW to as close to its pre-construction state as practicable. This phase includes returning the ROW to its pre-construction elevation and contours (through land-leveling and/or importing topsoil); performing decompaction and repairing rutting of the ROW (through ripping), as necessary; installing permanent erosion controls to revegetate pasture lands and areas enrolled in conservation practices, and to vegetate previously-forested areas; returning the ROW to its pre-construction soil constituents (through soil sampling and the addition of soil inputs, as necessary); and, depending on the season and factors affecting the area’s risk of erosion, installing temporary erosion controls in fields to reduce the risk of erosion until the next planting season. |
| Remediation | A component of the Monitoring phase, if needed, during which additional mitigation measures are implemented to resolve issues identified during the two-year Monitoring phase to return all areas disturbed during the Project to as close to their pre-construction state as practicable. |
| Right-of-way (ROW) | The permanent and temporary easements the Company acquires for the purpose of constructing, maintaining, and operating the Electric Line. |
| Rutting | Compaction caused by the tires of vehicles or equipment. Rutting occurs when the tires of vehicles/equipment sink into the soil, forming trenches or furrows. Rutting displaces soil and damages the soil structure by causing compaction. Rutting often occurs when vehicles/equipment are driven on wet soils but could also occur if the soil has recently been worked (tilled or ripped), or if a vehicle/equipment is so heavily laden that the weight of the vehicle compacts the soil in the path of the tires. |
| Spread | Each major segment of the project ROW where Construction will occur. Each spread length is typically 20 miles, unless the project crosses county boundaries, then the spread length is defined by the county boundaries. If a county segment is longer than 20 miles, the county will be divided into 20-mile increments. |
| Subsoil | The layer of soil located below the topsoil, but above the parent material. The subsoil layer contains the maximum accumulation of clay minerals, iron, and aluminum oxides and other compounds. The subsoil commonly has blocky or prismatic structure and generally is firmer and lighter in color than the topsoil layer. The subsoil is also called the “B” horizon. |
| Surface Drain(s) | Any defined conveyance of surface water such as, but not limited to, shallow surface field drains, grassed waterways, and open ditches. |
| Tenant | Any person lawfully residing on, leasing, or renting property within the Electric Line ROW from whom the Company is seeking, or has obtained, a temporary or permanent easement. |
| Topsoil | The uppermost layer of the soil that has the darkest color or the highest content of organic matter, more specifically defined as the "A" horizon. |
| Underlying Agreement | The written agreement with a Landowner including, but not limited to, an easement, option, lease or license under the terms of which another person has constructed, constructs or intends to construct an Electric Line on the property of the Landowner. |

# Electric Line Construction Standards and Policies

The following Construction Standards and Policies shall be implemented in accordance with this AIMA, unless a separate agreement between the Landowner and Company and/or local, state, or federal regulations provide to the contrary.

## Other Regulations

No condition of this AIMA shall release the Company from its responsibility to comply with other applicable local, state, or federal regulations.

## Contacts for Landowner

No less than 45 days prior to the start of Construction, the Company shall provide Landowners and Tenants with telephone numbers for the Company and the Agricultural Inspector(s) that can be used both during and following completion of the Project should the Landowner or Tenant observe unsatisfactory agricultural mitigation work relating to the Electric Line Project on the Landowner’s property. The Company shall respond promptly to Landowner or Tenant’s telephone calls and correspondence.

## Advance Notice to Landowner for Access

1. The Company shall use its Best Efforts to provide the Landowner or Tenant at least 24-hours’ notice prior to accessing private property at the onset of Pre-Construction activities and for any O&M activity that may cause disturbance.
2. Notwithstanding the foregoing, these Construction Standards and Policies for advance notice to access private property shall not apply to emergency repairs to the Electric Line.

## Elevation and Contour Data

1. The Company shall conduct a pre-construction elevation survey of the Temporary and Permanent ROW. This data will be used during the Restoration phase to aid in the restoration of pre-construction elevation and contours of the ROW. The Company shall provide the IDOA with the pre-construction elevation survey data within 45 days of completion of the pre-construction elevation survey.
2. The Company shall use the pre-construction elevation survey data to create topographic map(s) with no less than 1-foot contours. The Company shall provide the IDOA with a copy of the pre-construction topographic map(s) prior to the start of Restoration. If requested by the Landowner, the Company shall provide the Landowner with a copy of the pre-construction topographic map(s) for the ROW on their respective parcel(s) for the purposes of dispute management.
3. The topographic model shall be defined by a minimum accuracy range of 10 millimeters or less and must contain ground surveyed checkpoints. Plot points will be taken at a minimum of every 5 feet across the Temporary and Permanent ROW and spread 100 feet down/up the line unless LiDAR is used. If LiDAR is used, the data shall have a minimum accuracy range of 10 millimeters or less that produces an image with a minimum pixel size of 1 pixel per 1 foot.
4. In the event of disputed restoration, settling concerns, impacted natural drainage, wetlands, or other functional pre-construction features either natural, designed, or manmade, the Company shall conduct a post-construction elevation survey of the Temporary and Permanent ROW on the respective Landowner’s property (using the same standard of accuracy as the pre-construction elevation survey) to identify discrepancies in restoration measures that require additional remediation. The Company shall provide the raw post-construction elevation survey data to the IDOA within 45 days of completion of the post-construction elevation survey.
5. The pre-construction elevation survey results (and results from the post-construction elevation survey, if necessary) shall be maintained by the Company for three years from the date the Notice of Completion is submitted to the IDOA. (See Item No. 34).

## Support Structures

1. Unless otherwise provided herein, only single-foundation type support structures that are typical of single pole style structures which do not require permanent supporting guy wires will be used.
2. Lattice structures shall only be used on Non-Agricultural Land, unless otherwise provided in an Underlying Agreement.
3. The Company shall use its Best Efforts to place support structures in locations that minimize their impact on Agricultural Land and agricultural operations by selecting routes that follow existing rights-of-way, field lines, and property lines.
4. Where the Electric Line is adjacent and parallel to highway and/or railroad ROW but on privately owned property, the support structures will be placed as close as practical to the edge of the highway and/or railroad ROW such that no part of the structure overhangs or occupies the highway and/or railroad right of way. The only exception may be at jogs or weaves on the highway alignment.

## Guy Wires and Anchors

1. If guy wires or anchors are structurally necessary as determined by a licensed professional engineer and in accordance with good engineering practice, the Company shall employ Best Efforts to place guy wires and their anchors out of crop and hay land, placing them instead along existing utility lines and on land not used for row crops or hay.
2. All guy wires will be shielded with highly visible guards.

## Aboveground Facilities

There will be no aboveground facilities located on cropland other than the support structures, foundations, conductors, guy wires, and anchors, as determined by a licensed professional engineer and in accordance with good engineering practice. Priority shall be made to locate aboveground facilities on a portion of the ROW that is not Agricultural Land. If this is not feasible, such facilities shall be located to minimize the impact to Agricultural Land and to minimize the hindrance to agricultural operations on, or adjacent to, the parcel where the facilities are located (i.e., field corners or parcels where at least one side is not used for cropping purposes).

## Ingress and Egress Locations

During Pre-Construction, the Company and the Landowner shall reach a mutually acceptable agreement on the entrance and exit locations to access the ROW on their respective parcel(s) on segments where access to the ROW is not practical or feasible from adjacent segments of the Electric Line ROW or from other suitable public access.

## Temporary Roads

1. The Company and the Landowner shall reach a mutually acceptable agreement on the location of any temporary roads on the respective Landowner’s property to be used for access to or along the ROW throughout the phases of the Project.
2. Any temporary roads shall be designed by the Company so as not to affect surface drainage and shall be constructed to minimize soil erosion both on and because of the temporary roads. No fill shall be placed in a wetland or stream without prior approvals or permits from respective local, state, and/or federal agencies or entities.
3. Upon completion of the Electric Line project, temporary roads may be left intact through mutual agreement of the Landowner and the Company, unless otherwise restricted by local, state, or federal regulations.
4. If the temporary roads are to be removed, the ROW upon which the temporary roads are constructed will be returned to their previous use(s) and restored to equivalent condition(s) as existed prior to their construction. All temporary access roads that are removed shall be ripped to a depth consistent with Item No. 20.

## Tree and Brush Clearing

1. The Company shall comply with the Illinois Timber Buyers Licensing Act, 225 ILCS 735/1. Prior to clearing, the Company shall hire an Illinois licensed forester or accredited forester with local expertise. The forester shall identify the trees in the forested acres of the ROW, appraise the value of any timber to be felled for construction of the Electric Line, and notify the Landowner of the appraised value prior to felling any trees.
2. Prior to clearing, the Company shall provide the IDOA with a list of all parcels with forested acres within the ROW to be cleared. This list shall identify the County, parcel ID, Landowner, number of forested acres, tree species, quantity of each species, and the estimated market value (for each felled tree and cumulative total for all ROW forested acres for that parcel).
3. The Company shall make available to the Landowners of forested parcels the name and contact information for the Company’s forester prior to felling.
4. The Company shall consult with the Landowner, and through mutual agreement or in accordance with Underlying Agreements, determine the disposition of trees prior to tree clearing unless otherwise restricted by local, state, or federal regulations. The Company shall allow the Landowner the right to retain ownership of any felled timber that is of commercial or other value to the Landowner. The Company shall compensate the Landowner 100 percent of the value of the felled timber that is not retained by the Landowner.
5. At no point should felled tree stumps, mulch, or tree debris be buried in the ROW. Wood mulch shall not be used to permanently stabilize any portion of the ROW or used as rooting medium for seed on any portion of the ROW.

## Erosion and Sediment Controls

1. The Electric Line project shall comply with the requirements of this AIMA and the NPDES Permit for Construction Activities, if applicable to the Project. This includes the timeframe for the installation of erosion and sediment control BMPs.
2. The Company shall install erosion and sediment control BMPs to manage and reduce the risk of erosion and sediment transport within the ROW and downslope from the ROW as a result of construction activities. BMPs shall be at least as protective as the requirements contained in the Illinois Urban Manual and the Project’s Stormwater Pollution Prevention Plan, if applicable. BMPs shall be maintained, as necessary, to keep them in effective operating condition throughout the life of the Project. Temporary sediment control BMPs may be removed once the upslope has achieved Final Restoration (see Definitions). Permanent erosion controls shall be installed to revegetate pasture lands and areas enrolled in conservation practices, and to vegetate previously forested areas. On cropland in the ROW, factors such as soil type, steepness and length of slope, level of disturbance and compaction, adjacent tillage practices, and proximity to sensitive areas such as streams or wetlands will determine the area’s risk of erosion and therefore will also determine the temporary erosion controls that are needed on the ROW to reduce the risk of erosion, until the cropland can be planted again.
3. The Company and Landowner shall consult with the local SWCD in the event that an agreement regarding a reasonable method to control erosion on the Landowner's ROW cannot be achieved.

## Project Activities During Wet Conditions

Except as provided below or as otherwise expressly permitted by the Landowner, construction activities are not allowed on Agricultural Land when wet conditions exist and normal farming operations, such as plowing, discing, planting, or harvesting, cannot take place due to the increased risk for erosion, the increased risk for rutting, and the increased risk for compaction. Wet conditions are to be determined by the Agricultural Inspector at the time the planned activity is to take place on a field-by-field basis and not for the project as a whole.

1. Project activities may occur on existing stabilized surfaces that are not at risk for erosion, rutting, or compaction (e.g., rocked or paved surface) at the discretion of the Company during wet weather conditions.
2. Project activities on unprepared surfaces will be done only when work will not likely result in rutting, erosion, or compaction. If low ground pressure equipment or weight dispersion material such as equipment mats are used, they must also not cause rutting, erosion, or compaction.
3. Determination as to the acceptable work activities and the potential impacts to the Agricultural Land shaill be made by the Agricultural Inspector. The Company and Landowner shall consult with the local SWCD in the event that a dispute occurs between the Landowner and the Company with regard to acceptable Project activities that comply with the AIMA during wet conditions.
4. The Agricultural Inspector has the authority to stop work at any location on the ROW experiencing wet conditions. If the appropriate Agricultural Inspector is not immediately available, the Bureau Chief of the IDOA Bureau of Land and Water Resources, or his/her designee, may stop work on any and all spreads under wet weather conditions.
5. Notwithstanding the foregoing, these Construction Standards and Policies for construction during wet conditions shall not apply to emergency repairs to the Electric Line.

## Support Structure Foundation Spoils

1. The Company shall provide the Landowner the option to retain excess soil material (spoils) after pier drilling and backfilling operations or the option to have excess spoils removed from the ROW. Spoils containing subsoil and/or parent material should not be spread over the ROW.
2. If excess spoil material is requested to be removed by the Landowner, the Company shall remove or compensate the Landowner for the removal of the spoil material no later than 45 days, weather and Landowner permitting, after Construction of the Electric Line is complete. Payments to the Landowner for removal shall be comparable to the commercial rate for such work.

## Dewatering Operations

1. In the event it becomes necessary to dewater a site within the ROW, the Company shall utilize appropriate BMPs to pump the water in a manner that reduces the risk of erosion and avoids damaging adjacent Agricultural Land and complies with local, state, and/or federal regulations (including but not limited to applicable drainage laws, local ordinances relating to such activities, and provisions of the Clean Water Act). Damages could include, but are not limited to, erosion, inundation of crops for more than 24 hours, and deposition of sediment in ditches, streams, fields, and pastures.
2. If damages to private property occur as described in Item No. 14.A., the Company shall reasonably compensate the Landowners for the damages or correct the damages to restore the Agricultural Land to its pre-construction condition.

## Concrete Operations

1. The Company shall utilize appropriate concrete waste BMPs to reduce the risk of damaging and/or contaminating soil and water; and to comply with local, state, and/or federal regulations.
2. BMPs to manage concrete wash water and concrete waste shall be at least as protective as the requirements contained in the Illinois Urban Manual and the project’s Stormwater Pollution Prevention Plan, if applicable to the project, for temporary concrete washout facilities. Concrete waste BMPs shall be maintained throughout the life of concrete operations.
3. If the Landowner is not satisfied with the implementation of concrete wash water and concrete waste BMPs, the Company shall follow the recommendations of the County SWCD, in accordance with local, state, and/or federal regulations.
4. All concrete operations-related debris shall be removed from the Landowner's property no later than 45 days after energization of the Electric Line, weather and Landowner permitting.

## Construction Debris

All construction-related debris and material that are not an integral part of the operation of the Electric Line shall be removed from the Landowner's property no later than 45 days after energization of the Electric Line, weather and Landowner permitting. Such material to be removed may include, but is not limited to silt fence, wooden stakes, matting and wooden crate debris, piles of excess concrete, and litter generated by the construction crews. Litter shall be removed daily.

## Drain Tile

If underground drain tile is damaged by the Electric Line’s construction, it shall be repaired in a manner that assures the tile line's proper operation at the point of repair and ensures the functionality of the tile. The following shall apply to drain tile repair:

1. During Pre-Construction, the Company shall request from all affected Landowners and Tenants information concerning the location of drain tile lines within the ROW and temporary roads. The Company shall record the GPS location of all drain tile lines identified by the Landowner and those identified, damaged and/or repaired during the Project. The Company shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to Construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until the tile line has been permanently repaired.
2. Where tile lines are severed or damaged by the Electric Line Project, repairs shall be made in accordance with the USDA Natural Resources Conservation Service Conservation Practice Standard document, “Subsurface Drain – Code 606”, IDOA Figures 1 and 2.
3. If water is flowing through any damaged tile line, the Company shall use Best Efforts to immediately repair the damaged tile until such time that permanent repairs can be made.
4. If the damaged drain tile lines are dry and water is not flowing, temporary repairs are not required so long as permanent repairs can be made within 14 days of the time damage occurred or before the next forecasted rain event, whichever is sooner, *and* the drain tile remains dry. Any exposed drain tile lines shall be screened or otherwise protected to prevent the entry of foreign materials, small animals, etc. into the tile lines until permanent repairs are made.
5. Permanent repairs must be made within 14 days of the Company being made aware of the damaged drain tiles, weather and soil conditions permitting.
6. The drain tile repairs must be properly sealed, adjoined, taped, or otherwise interconnected, including slip couplings, to prevent silt fill from damaging the functionality of the system.
7. The original (pre-construction) tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more.
8. Before completing permanent tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they must be repaired so they operate as well after construction as before the construction began.
9. If a drain tile needs to be relocated per an agreement between the Company and the affected Landowner, the tile shall be located not less than 50 feet upstream and 50 feet downstream of the interception. The drain tile shall be rerouted over that 100+ feet according to the recommendations of the *Illinois Drainage Guide,* Circular 1226, Cooperative Extension Service, College of Agricultural, Consumer and Environmental Sciences, University of Illinois at Urbana-Champaign, 1984 (available at <http://www.wq.illinois.edu/DG/DrainageGuide.html>). In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.
10. Following completion of the Electric Line, the Company shall be responsible for correcting all drain tile repairs that fail, provided those repairs were made by the Company. The Company will not be responsible for drain tile repairs that the Company pays the Landowner to perform.
11. The Company shall use Best Efforts to consult with both Landowners and Tenants of an affected property as appropriate, with regard to drain tile damages and repairs.
12. If the Company is advised of possible drain tile interference with a support structure location, then the Company will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. The Company will make its Best Efforts to relocate the support structure if the engineering integrity of the Electric Line can be maintained.
13. The Company shall reasonably compensate any Landowners who elect to make repairs to drain tile lines themselves that were damaged as a result of the Project.
14. If there is a concern of damages to drain tiles as a result of equipment and vehicle traffic along temporary access roads, weight dispersion material such as mats should be used.

## Installation of Additional Tile Lines

1. The Company shall be responsible for installing additional drain tile and other drainage measures as necessary to properly drain wet areas on the permanent and temporary easements caused by the construction and/or existence of the Electric Line in accordance with local, state, and federal regulations, including those of the Illinois Drainage Law, local Farm Service Agency (FSA) office, and regional U.S. Army Corps of Engineers (USACE) office (if applicable).
2. It is presumed that any wet areas located in permanent and temporary easements are caused by the construction and/or existence of the new Electric Line unless the Company can prove that the construction and/or existence of the new Electric Line is not the cause of the wet areas (e.g., as demonstrated with pre-construction elevation and contour data and historical aerial imagery).

## Land Leveling

1. During Restoration, the Company shall restore the ROW to its original pre-construction elevation and contours. Any deviation from the pre-construction elevation and contours on the ROW shall be restored with land leveling and/or imported topsoil that is consistent with the quality of topsoil on the affected site.
2. The Company shall provide the Landowners with a telephone number and address that may be used to contact the Company of the need to perform additional land leveling services.
3. If, in the future, surface drainage problems develop on the ROW as a result of the post-construction contours not matching pre-construction contours, the Company will provide land leveling services within 45 days of a Landowner's written notice, weather and soil conditions permitting. Alternately, if the Landowner negotiates with the Company to perform land leveling activities on the ROW on their respective parcels, the Company shall reasonably reimburse the Landowner for that work.
4. The Company shall consult with the local SWCD in the event that a dispute occurs between the Landowner and the Company with regard to areas that need additional land leveling.

## Compaction and Rutting

1. The Company will rip or pay to rip all areas that were traversed by vehicles and/or construction equipment according to the following, unless otherwise stated in an Underlying Agreement between the Company and the Landowner: cropland shall be ripped to a depth of 18 inches, pasture land shall be ripped at least 16-inches deep, and woodland shall be ripped at least 12-inches deep if stumps were removed from the ROW during clearing/grading activities. The existence of tile lines, underground utilities, or shallow topsoil and subsoil horizons may necessitate less depth. The existence of tile lines, underground utilities, or shallow topsoil and subsoil horizons may necessitate less depth. Decompaction shall be conducted according to the guidelines provided in Appendices A and B.

1. When done correctly, with the proper equipment and soil conditions, ripping across any Agricultural Land should only take one pass. Additional passes should only be conducted with the Landowner’s approval and if the previous pass did not sufficiently shatter the soil and is not precluded by the Landowner’s Underlying Agreement.
2. Decompaction of compacted ROW topsoil shall occur after importing of topsoil (if needed) and land leveling to return the ROW to pre-construction contours. The entire ripped area may then be disced in preparation for seeding, as necessary; however, additional tracking/driving on the ROW after decompaction activities risks re-compacting or rutting the area.
3. The Company shall use its Best Efforts to restore all compacted or rutted land as a result of the Electric Line Project to its pre-construction condition, in compliance with local, state, and federal regulations.
4. All ripping and discing shall be done at a time when the soil is dry enough for normal tillage operations to occur on undisturbed farmland adjacent to the areas to be ripped or disced.
5. If there is a dispute between the Landowner and the Company with regard to compaction, rutting, which areas need to be ripped, or the depth at which ripping should occur, the Landowner and the Company shall consult the local SWCD.

## Soil Inputs

1. Soil sampling and testing shall be completed by a third party accredited with the Illinois Soil Testing Association and must follow Natural Resources Conservation Service (NRCS) guidelines to determine necessary soil inputs such as amendments, fertilizer, and/or lime to be added to return the soil to its pre-construction state. Soil samples shall be taken every 200 feet along the ROW, at a depth of 8 inches using an approved NRCS method (randomly or grid pattern).
2. The Company shall coordinate with the Landowner the application timing of soil inputs to replenish the soil’s chemical constituents and return the affected land to its pre-construction state. This shall be a continuing obligation of the Company for as long as, and to the extent, that the Landowner can reasonably demonstrate diminished yields resulting from the Electric Line Project activities. If the Company applies the soil inputs, they shall be applied at a rate specified by the local University of Illinois Extension office to help restore the fertility of disturbed soils.

1. The Company shall make available to Landowner the name and contact information of a Crop Specialist with whom the Landowner can communicate information regarding diminished crop yields and need for reimbursement of the cost of agricultural inputs.
2. The Company and Landowner shall consult with the local SWCD in the event that a dispute occurs between the Landowner and the Company with regard to soil productivity, crop yields, or the application of soil inputs.

## Drainage

All actions (such as compaction, rutting, dewatering, or activities to move water from one area to another, etc.) associated with the Electric Line project that result in disturbance to natural or historic hydrologic conditions within or across the ROW and within or across the adjacent parcels shall be mitigated by the Company to return the ROW and its adjacent parcels to pre-construction hydrologic conditions. All mitigative actions shall comply with local, state, and federal regulations, including requirements set forth by applicable drainage districts and the Illinois Drainage Law.

## Conservation Practices

The Company shall use Best Efforts to identify all parcels containing conservation tracts prior to Construction and shall notify the IDOA of those parcels and their respective Landowners’ contact information prior to Construction of the Electric Line. All conservation practices (such as conservation easements, Agricultural Land enrolled in a conservation program, sensitive areas, wetlands, filter strips, terraces, grassed waterways, etc.), which are damaged as a result of the Electric Line project, shall be restored to pre-construction condition.

1. The Company shall repair or pay the Landowner to repair any soil conservation practice that is damaged by activities associated with the Electric Line project. Repairs shall be made with Landowner approval and in accordance with the specifications of the respective SWCD and USDA NRCS standards.
2. If the Landowner is paid for any work that is needed to correct damage to conservation practices, the Company shall pay the commercial rate for such work.
3. Repairs to conservation practices shall be completed as soon as possible but no later than 45 days from the initiation of mitigative work in an area. Exceptions to these time frames with regard to the stabilization of disturbed areas are specified in Item No. 11. of this AIMA.

## Irrigation Systems

1. If the construction of the Electric Line interrupts an operational (or soon to be operational) irrigation system, the Company shall establish with the Landowner an acceptable amount of time the irrigation system may be out of service.
2. If, as a result of construction activities, an irrigation system interruption results in crop damages on a Landowner’s field intersected by the ROW, either on the ROW or off the ROW within the irrigation system’s range, the Company shall reasonably compensate the Landowner for all such crop damages.
3. If practical, the Company shall implement temporary measures to allow an irrigation system to continue to operate across land on which the Electric Line is being constructed, so long as the irrigation system does not create drainage, erosion, or pollutant discharge issues in or across the ROW.

## Weed Control

On the ROW, the Company shall provide for chemical or integrated vegetation management weed control in a manner that prevents the spread of weeds onto adjacent Agricultural Land. Spraying will be done by a pesticide applicator who is appropriately licensed to perform such work in the State of Illinois.

## Private Property

1. The Company shall repair, replace, or compensate Landowners to repair or replace damaged private property as a result of the Electric Line project. This includes possible damages caused by the Company during Construction, Restoration, Remediation, operation, maintenance, and repairs as well as future work of the same nature relating to the Electric Line. Repairs, replacement, or compensation shall occur any time, but no later than 45 days, weather and Landowner permitting, after the Electric Line has been energized, unless otherwise required by other local, state or federal laws or regulations.
2. The Company shall consult the respective SWCD in the event that a dispute occurs between the Landowner and the Company with regard to restoration of private property.
3. The Company shall compensate any Landowners who elect to correct damage to his/her property at the commercial rate for such work.

## Neighboring Communications Circuits

If interference should develop between the Company’s new facilities and a Landowner’s communication circuits, the Company shall use Best Efforts to eliminate or compensate the Landowner for such interference at its own expense within 45 days of receiving a verbal or written notice from the affected Landowner.

## Notice of Project Status

The Company shall notify the IDOA of the Project’s status. Notices of the current project status shall be submitted to the IDOA in writing or by email within 14 days from 1) the date crews mobilize on the ROW; 2) the date land disturbing activities commence; 3) the date of energization of the Electric Line; 4) the date Restoration activities have been completed; and 5) the date Remediation activities have been completed (if necessary). The project status notices shall include the following information:

* The current phase of the Project
* Contact information for the Qualified Professional(s) working during the current phase (name, email address, and telephone number)
* Contact information for the general contractor(s) working during the current phase (name, email address, and telephone number)
* The dates when the last phase of the Project ended and when the current phase started
* Any issues or concerns regarding the Project or Landowners/Tenants

Once Restoration (and Remediation, if necessary) has been completed, the project has been monitored for at least two years, and all disturbed areas have achieved Final Restoration, the Company shall submit a Notice of Completion to the IDOA. The Notice of Completion shall state that all phases of the project are complete. Submittal of the Notice of Completion to the IDOA initiates the three-year record retention period (see Item No. 34.).

Notices of project status and the Notice of Completion are to be sent to the IDOA by email at **agr.aima@illinois.gov**, or by mail to: **Attn: Bureau of Land and Water,** **Illinois Department of Agriculture, John R. Block Building, 801 E. Sangamon Ave.,** **PO Box 19281, Springfield, IL 62794****-9281.**

## Inspections

The Company shall be responsible for monitoring the Project from Pre-Construction until Final Restoration. (See Table 1. for a general inspection schedule per Project phase).

### Weekly Inspections – (Construction Phase)

Agricultural Inspectors shall conduct weekly inspections from the start of land-disturbing activities through the end of Construction. (See the Introduction for qualifications and duties/tasks of the Agricultural Inspectors and the Sequence of Construction and Definitions for a limited set of activities per phase of the project).

### Daily Inspections – (Restoration Phase)

Agricultural Inspectors shall conduct daily inspections from the start of Restoration activities through the installation of permanent erosion controls. (See the Sequence of Construction and Definitions for a limited set of activities per phase of the project). During this phase, Agricultural Inspectors shall oversee the implementation of Restoration measures such as land-leveling, decompaction, soil sampling, addition of soil inputs, and the installation of permanent and temporary erosion controls, as necessary, to return the ROW to pre-construction conditions.

General ROW conditions to be monitored during this period include relative content of rock from temporary entrance/exit locations, presence of excess concrete, presence of construction debris, crop condition, surface, and subsurface drainage (observation of sinkholes or tile effluent), erosion, and repair of severed fences, etc.

ROW conditions shall be determined by a visual inspection of the ROW. Results shall be compared to portions of the same field located outside of the ROW. Included in the determination of the ROW’s relative content of excess rocks, concrete, and construction debris is the ROW's condition subsequent to tillage and the concentration of such materials within the ROW as compared to off the ROW. All excess rocks, concrete, and construction debris shall be removed from the ROW and disposed of by the Company.

All affected Landowners shall be periodically apprised of the duration of Restoration (and, if necessary, Remediation) by the Company.

### Quarterly Inspections – (Monitoring Phase)

Agricultural Inspectors shall conduct quarterly inspections for twoyears immediately following the implementation of Restoration measures or until Final Restoration is achieved, whichever is longer. The Company shall maintain an Agricultural Inspector on at least a part-time basis through this period. During this phase, the Agricultural Inspectors shall identify any remaining impacts associated with the Electric Line project that need to be addressed and appropriate Remediation measures shall be implemented by the Company to return the ROW to pre-construction conditions and achieve Final Restoration.

During quarterly inspections, areas exhibiting significant crop growth differences on the ROW compared to that immediately off-ROW will be logged. The problems or concerns shall be identified through monitoring of all areas along the ROW via onsite and/or drone inspections and include information received from respective Landowners, Tenants, and respective County SWCD. Crop monitoring on Agricultural Lands shall be conducted at least twice during the growing season and shall include a comparison of growth for crops on and off the ROW. Should a crop issue be visible during one of these visits, the observations will be recorded at that time. The Landowner may also provide yield results from harvesting equipment, if available. In the fourth quarter of the second year after construction, prior to the completion of the two-year post-construction crop monitoring period, Landowners with cropped agricultural lands will be sent an enrollment form for a crop yield monitoring program. At their discretion, Landowners may enroll in the crop yield monitoring program, which will begin the third growing season after construction. Crop yield monitoring will be conducted at the expense of the Company. Alternatively, Landowners may elect to provide the Company actual yield information as gathered by harvesting equipment. In order to plan for yield monitor staffing and equipment needs, enrollment forms must be received by the Company no later than July 1 of the year monitoring is to take place. Yield monitoring methods will be used to collect replicated and quantitative crop yield data both on and off the ROW for the purpose of determining the percent crop loss of the ROW area relative to the adjacent off ROW area. The crop loss data can be utilized to determine both the level of crop loss and the potential need for additional restoration efforts. Cropped lands where significant yield losses are observed shall be automatically reenrolled in the crop yield monitoring program for the following year. When the subsequent crop productivity within the affected ROW is significantly less than that of the adjacent unaffected Agricultural Land, the Agricultural Inspector, in conjunction with the Company as well as other appropriate organizations, shall help to determine the appropriate rehabilitation measures for the Company to implement. Properties enrolled in the crop yield monitoring program will be released from yield monitoring when the yield difference between the ROW and adjacent off ROW areas are of similar yield and no longer significantly different as agreed upon by the Landowner and the Company.

After completion of the quarterly inspections and Monitoring phase, the Company shall continue to respond to the reasonable requests of the Landowner to correct project related adverse effects on the agricultural resources.

On lands subject to erosion, the Company shall patrol the Electric Line ROW with reasonable frequency to detect erosion. Whenever erosion of the ROW creates a safety issue or creates a scenario where the post-construction state does not match the pre-construction state, the Company shall take corrective action.

## Quarterly Reports

The Company shall complete and maintain quarterly reports that document the status of the project observed by the Agricultural Inspectors during their respective inspections. Quarterly reports shall document the Project from the date Construction commences until Final Restoration has been achieved. Each report shall summarize the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, and observations.

The reports shall further include by milepost or structure number the following observations relating to the implementation of practices that support the successful execution of this AIMA:

* Method of application, application rate, and type of fertilizer, pH modifying agent, and seed used
* Acreage treated
* Dates of backfilling and seeding
* Names of Landowner(s) requesting special seeding treatment and a description of the follow-up actions
* The location of any subsurface drainage repairs or improvements made during or after Construction
* Any problem areas and how they were or plan to be addressed

Reports shall be retained as part of this AIMA for at least three years from the date the Notice of Completion is submitted to the IDOA.

## Inspection and Entry by the IDOA

The Company shall allow IDOA, or an authorized representative, to perform the following with Landowner approval where applicable:

* Enter upon the ROW from Pre-Construction until Final Restoration, with proper notice to Landowners
* Have access to and copy at reasonable times, any records that must be kept under the conditions of this AIMA
* Inspect at reasonable times any equipment, practices, or operations required under this AIMA
* Sample or monitor at reasonable times, for the purposes of assuring AIMA compliance at any location within or immediately adjacent to the ROW

## Fee Simple Land Acquisition

Unless otherwise established in a contract, no land will be purchased in fee simple for the ROW corridor needed for the Electric Line.

## Indemnification

The Company shall indemnify all Landowners and Tenants of Agricultural Land on which the ROW is located, their heirs, successors, legal representatives, assigns (collectively “Indemnitees”), from and against all claims by third parties losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, laying, maintenance, removal, repair, use or existence of such Electric Line, whether heretofore or hereafter constructed, including damages caused by such Electric Line or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees and/or their invitees, including contractors, provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to the Company.

## Retention of Records

The Company shall retain copies of project plans, inspection reports, pre-construction contours, correspondence, and notices required by this AIMA for a period of at least three years from the date the Notice of Completion is submitted to the IDOA.

# Concurrence of the Parties to this AIMA

Company and the Illinois Department of Agriculture concur that this AIMA is the complete instrument governing the mitigation of agricultural impacts that may result from the construction, operation, and maintenance of Company’s Electric Line on privately owned Agricultural Land in Counties within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

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| --- | --- | --- |
| **STATE OF ILLINOIS**  **DEPARTMENT OF AGRICULTURE** |  | **Company** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  (Name), Director |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  (Name), (Title) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  (Name), Deputy General Counsel |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  (Name), (Title) |
| Illinois Department of Agriculture,  Bureau of Land and Water  John R. Block Building  801 E. Sangamon Avenue, P.O. Box 19281  Springfield, IL 62794-9281 |  | (Insert Address) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202 |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202 |

Last updated on 03202023