**AGRICULTURAL IMPACT MITIGATION AGREEMENT**

**between**

**Company Name, LLC**

**and the**

**ILLINOIS DEPARTMENT OF AGRICULTURE**

**Pertaining to the** **Project Name,**

**Type of Product Pipeline**

**and Related Appurtenances in**

**(List Counties) Count(y/ies), Illinois**

The (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 the will implement as it constructs, operates, and maintains the Pipeline (Project) under privately owned Agricultural Land in (List Counties) Count(y/ies) in Illinois as described in ’s application to the Federal Energy Regulatory Commission (FERC) or the Illinois Commerce Commission (ICC) for a Certificate of Authority or Public Convenience and Necessity or in Good Standing, FERC or ICC Docket No.      . will construct the Pipeline in accordance with applicable laws, rules, and regulations such as but not limited to, those contained in the ICC and the U.S. Department of Transportation’s Pipeline and Hazardous Material Safety Administration (PHMSA) as set out in 49 CFR 195. As part of this AIMA, 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.

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# Introduction

is proposing to construct, operate, and maintain a new Type of Product pipeline. The Project consists of approximately       miles of new      -inch-diameter       pipeline commencing in      County, Illinois, traversing through       Count     , Illinois, and ending in       County, Illinois. The Pipeline will require a permanent easement      -feet (     ’) wide. An additional 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 Federal Energy Regulatory Commission (FERC) or the Illinois Commerce Commission (ICC)’s Certificate, the Agricultural Impact Mitigation Agreement (AIMA) may be revised to reflect the IDOA’s most current Pipeline Construction Standards and Policies. This AIMA, and any updated AIMA, will be filed with the FERC or ICC by .

Unless an Underlying Agreement between the Landowner and provides to the contrary, the actions specified in the Pipeline 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. 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.

# Project Sequence

Pipeline construction is anticipated to commence as soon as practicable following the receipt of required permits and approvals. The construction of the Pipeline in Illinois will take approximately       months to complete, with expected durations on individual parcels to be significantly shorter. The sequence of events for pipeline 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
* Daily inspections (Soil Specialist)
* Weekly inspections (AI)
* Grubbing of the ROW
* Install access roads
* Topsoil stripping and windrow separation
* Stringing of pipe and other supplies along the ROW
* Excavation of the Pipeline trench and windrow separation
* Temporary repairs to drain tile lines, if encountered
* Pipeline welding and bending, where necessary
* Inspection of welds via industry accepted methods, weld repairs where required, and coating field welds
* Lowering of the Pipeline within the trench
* Permanent repairs to drain tile lines
* Backfilling the trench and rough grading
* Hydrostatic testing of the Pipeline and final tie-ins
 |
| Restoration | * Daily inspections (AI)
* Replacing topsoil and 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 (AI) 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

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 and by the Pipeline installation contractor(s), and 2) all Underlying Agreements protect the resources of both the Landowner and and comply with local, state, and federal regulations.

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

#### Agricultural Inspectors

 shall hire Agricultural Inspectors (AIs) that are: (i) selected by the Company based upon criteria agreed to by the IDOA; (ii) approved by the IDOA; and (iii) supervised by 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
* Pipeline Construction Sequences 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 collaboration with 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 Pipeline 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), Pipeline contractors, and consult with 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)

#### Soil Specialists

Company shall hire qualified Soil Specialists that are: (i) selected by based upon criteria agreed to by the IDOA; (ii) approved by the IDOA; and (iii) supervised by and the IDOA. agrees that a minimum of one Soil Specialist shall be employed to conduct a topsoil survey during the Pre-Construction phase and monitor the ROW during the Construction phase of the Project, per Spread (see Table 1., the Definitions, and Item No. 29.). The Soil Specialists must be soil scientists, soil technicians, or other similarly trained individuals. The Soil Specialists shall be qualified in soil identification and able to distinguish and identify topsoil, subsoil, and parent material and shall provide guidance to construction crews on proper segregation of soils and backfilling of the Pipeline in accordance with this AIMA.

The qualified Soil Specialists shall possess the following, at a minimum:

* Proof of qualifications (i.e. soil scientists, soil technicians, or other similarly trained individuals)
* Good oral and written communication skills, and the ability to work closely with the Landowner, Tenants, Company, and Project contractor(s)

The Soil Specialists shall perform the following duties/tasks:

* During Pre-Construction, conduct a topsoil depth survey, in accordance with Item No. 9. (Data from the topsoil depth survey shall be submitted to and retained by the Company for at least three years from the date the Notice of Completion is submitted to the IDOA).
* Conduct daily inspections during the Construction phase to ensure proper windrow separation of topsoil from subsoil and parent material and to provide guidance to construction crews on proper backfilling of the pipeline to reduce the risk of soil horizons being mixed
* Complete and submit quarterly reports of inspections, documenting the status of Construction, 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).

The Agricultural Inspectors may perform the duties of the Soil Specialist(s) if they possess the requisite qualifications to perform such duties as specified in this AIMA.

#### SWPPP Inspector

 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 and/or a Soil Specialist if he/she possesses the requisite qualifications to perform such duties.

#### Drain Tile Contractors

 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 prior to backfilling, 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. 22.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 pipeline, 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. 8.).

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** | **Soil Specialist(s)** | **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. | Identify topsoil depth  |  |  |  |
| **Construction**(Land-Disturbing Activities through Backfilling and Soil Replacement) | Conduct weekly inspections.Complete quarterly reports. |  | Daily 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 Pipeline. 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 the Landowners (and Tenants, as necessary) in accordance with the terms of this AIMA.
2. No less than 45 days prior to Construction, 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. 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 for the cost of postage for sending project-specific notices or information to Landowners, Tenants, local SWCDs, and Farm Bureau offices, as applicable. shall provide postage reimbursement to the IDOA for such mailings.

1. During Pre-Construction, 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 to restore the ROW to as close to its pre-construction state as practicable. (See Item No. 4. for standards and policies regarding the pre-construction elevation analysis).
2. 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 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 Pipeline. 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. 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, shall use Best Efforts to identify all parcels enrolled in conservation practices such as CREP or CRP, among others, and shall notify the IDOA of those parcels and their respective Landowners’ contact information.
4. shall identify the location of and take Best Efforts to 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.
5. 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 cost of applicable remedies for outstanding issues.
6. The terms of this AIMA and the mitigative actions described herein apply to current and associated future construction, operation, and maintenance of the Pipeline by . shall ensure that any Pipeline contractor or sub-contractor employed by it adheres to the term of this AIMA.
7. All mitigative actions shall comply with requirements of the FERC and/or 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 FERC and/or ICC.
8. 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.
9. All mitigative actions are subject to modification through negotiation between the Landowner and a representative of , 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 laws and regulations, including requirements set forth by applicable drainage districts and the Illinois Drainage Law. (See Item Nos. 17 and 23 regarding drainage).
10. 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.
11. All mitigative actions employed by , unless otherwise specified in this AIMA, negotiated in an Underlying Agreement between the Landowner and , or required per local, state, or federal regulations or permits, shall be implemented no later than 45 days of completion of pipeline construction on any affected property, weather and Landowner permitting. All negotiated agreements between the Landowner and 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 , as needed and as specified in this AIMA, to minimize the risk of property damage until permanent repairs can be completed.
12. 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.
13. In the event elects not to construct the Pipeline, it may terminate this AIMA by providing written notice to the IDOA.
14. No later than 45 days after Construction is complete, shall provide the IDOA with “as-built” drawings and respective GIS files showing the location and GPS coordinates of all drain tile lines by survey station encountered or damaged in the construction of the Pipeline. 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, shall 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 Pipeline Project. |
| Agricultural Land | Land used for cropland, hay land, pasture, managed woodlands, truck gardens (farm- or garden-to-market operations), farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs. |
| Best EffortsBest Management Practices (BMPs) | 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. Any structural, vegetative, or management practice used to treat, prevent, manage, or reduce soil erosion. Such practices may be temporary or permanent. |
| Certificate of Authority or Public Convenience and Necessity or in Good Standing  | 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 Pipeline 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 | A phase of the project that starts at the initiation of land-disturbing activities and includes topsoil stripping, windrow separation, grading, pipe stringing, welding and bending, trenching, lowering-in, drain tile repair, backfill, soil replacement, and ends with hydrostatic testing of the pipeline. Land-disturbing activities for Pipeline projects include, but are not limited to, 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. |
| 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 includepermanent seed, permanent sod, rock, gabions, pavement, or other permanent surface cover. Permanent Erosion Controls are needed to establish Final Restoration. |
| Final Restoration | A 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 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 Pipeline route from whom 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. |
| 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 to the IDOA that all phases of the project are complete. The Notice of Completion is submitted once construction has ceased, the pipeline is in service, the project has been monitored for at least two years, and all disturbed areas have 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.   |
| Pipeline | The Company’s **Error! Reference source not found.** pipeline and related appurtenances located in     Counties in Illinois, as described in Company’s application to ICC or FERC for a Enter Type of Certificate.  |
| Pipeline and Hazardous Materials Safety Administration (PHMSA) | PHMSA is an operating administration within the U.S. Department of Transportation that develops and enforces regulations for the safe, reliable, and environmentally sound operation of the nation's pipeline transportation system and shipments of hazardous materials by land, sea, and air.  |
| 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. |
| 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].  |
| 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.  |
| 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); 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.  |
| Right-of-Way (ROW) | The permanent and/or temporary easements (including the temporary workspace) Company acquires for the purpose of constructing, maintaining, and operating the Pipeline. |
| Rutting | Linear depressions, trenches, or furrows made by the tires or tracks of vehicles or equipment when soil strength is not sufficient to support the applied loads. Rutting destroys soil aggregates and can occur on any surface that is not sufficient to support the applied loads including topsoil and/or subsoil. Mixing, smearing, and/or displacement of mineral soil often occur on the sidewalls of ruts. For the purposes of this document, ruts are defined as being 12 inches or greater in depth at some point and are greater than 5 feet in length from depression start to depression end. Rutting and ruts 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 the weight of the vehicle is sufficient to compact the soil in the path of the tires/tracks, resulting in a rut.  |
| Spread | Each major segment of the project ROW where pipeline 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.  |
| Statewide Important Farmland | Land that is of statewide importance for the production of food, fiber, forage, and oilseed crops. Generally, these lands include those that are nearly Prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods; some may produce as high a yield as Prime farmland if conditions are favorable. |
| 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 Drains  | 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 Pipeline 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.  |
| U.S. Dept. of Energy, Federal Energy Regulatory Commission (FERC) | Federal agency that regulates the transmission and wholesale distribution of electricity and natural gas in interstate commerce and regulates the transportation of oil by pipeline in interstate commerce. FERC also reviews proposals to build interstate natural gas pipelines, natural gas storage projects, and liquefied natural gas (LNG) terminals. FERC’s scientific, legal, and economic experts evaluate the environmental, cultural, geological, land use, and socioeconomic aspects of the project. As part of this review, FERC seeks written comments from the public and holds public meetings.  |
| 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 a Pipeline on the property of the Landowner. |

# Pipeline 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 Landowners or Tenants observe unsatisfactory agricultural mitigation work relating to the Pipeline Project on Landowner’s property. The Company shall respond promptly to Landowner or Tenant’s telephone calls and correspondence.

## Advance Notice to Access Private Property

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 Operations and Maintenance 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 Pipeline.

## 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).

## Aboveground Facilities

There will be no aboveground facilities located on cropland unless determined necessary 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 Pipeline 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 Pipeline 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. 21.A.

## 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 Pipeline, 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 of 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 used to backfill the trench, or 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.

## Topsoil Depth Identification

During Pre-Construction, a topsoil depth survey of the ROW shall be completed by a Soil Specialist. A published soil map shall be used to determine the approximate soil map unit transition locations across the ROW landscape. The topsoil depth shall be physically measured and recorded at least every 200 feet or within 25 feet on either side of soil unit transitions along the length of the entire ROW, whichever is shorter. To measure topsoil depth, the Soil Specialist shall use a coring, non-auger, soil sample probe that is at least 24 inches long. The most current published soil map shall only be used to determine topsoil depth when the topsoil depth cannot be determined because it exceeds the length of the soil sample probe. The Soil Specialist shall set stakes or flags physically identifying the topsoil depth at each of these survey points. A record of the topsoil depths and survey points shall be maintained by the Company for at least three years from the date the Notice of Completion is submitted to the IDOA (see Item No. 34.) in the event of disputed topsoil depth.

The topsoil depth survey shall serve as a guide for determining the depth of topsoil to be segregated. The Company shall segregate the actual depth of topsoil in the event it varies from the survey as a result of visual observation by the Soil Specialist during inspections of grading and profile stripping activities.

## Erosion and Sediment Controls

1. The Pipeline 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 or 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 (e.g., rocked or paved surface) that are not at risk for erosion, rutting, or compaction at the discretion of the Company during wet conditions.
2. Project activities in the ROW during wet conditions will be done only when the soil is firm enough to avoid rutting, erosion, or mixing of the topsoil and subsoil as a result of compaction or other means. If low ground pressure equipment or weight dispersion material such as equipment mats are used, they must also not cause rutting, erosion, or mixing of the topsoil and subsoil as a result of compaction or other means. At no time shall any topsoil, subsoil, or parent material be intermixed.
3. Determination as to the acceptable work activities and the potential impacts to the Agricultural Land shall 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, or if the IDOA receives a Landowner or Tenant complaint, 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, pursuant to the aforementioned protocols.
5. Notwithstanding the foregoing, these Construction Standards and Policies for construction during wet conditions shall not apply to emergency repairs to the Pipeline.

## Dewatering Operations

1. In the event it becomes necessary to dewater the trench, 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. 12.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.

## Profile Stripping

1. During Construction, topsoil will be stripped and stored in a windrow parallel to the Pipeline trench in such a manner that it shall not become intermixed with subsoil or parent materials. BMPs such as silt fence, or similar sediment control, shall be installed to divide the windrows. BMPs should be utilized to ensure that soil mixing does not occur. If space is an issue, additional ROW should be secured to provide the best possibly segregation of soils layers throughout each spread.
2. Topsoil that will be or is expected to be windrowed or stockpiled for greater than 14 days in areas where earth disturbing work has ceased shall be protected from erosion and weed infestation by applying a stabilization measure such as temporary seeding within 1 working day of cessation of earth disturbing activities and completed no later than 14 days thereafter.
3. All subsoil material that is removed from the trench will be placed in a second windrow parallel to the pipeline trench that is separate from the topsoil windrow.
4. Parent material that is removed from the trench will be placed in a third windrow parallel to the pipeline trench that is separate from the subsoil and topsoil windrows. Parent material is not rooting material and should never be spread over the ROW, either within the topsoil or subsoil.

## Pipeline depth

1. Except for aboveground piping facilities, such as mainline block valves, tap valves, meter stations, etc., the Pipeline shall be buried such that it maintains the following finished depth with:
2. A minimum of 5 feet of top cover where it crosses cropland, regardless of USDA soil classification of the soil.
3. A minimum of 5 feet of top cover where it crosses pasture or other agricultural land comprised of soils that are classified by the USDA as being prime or statewide important farmland soils.
4. A minimum of 3 feet of top cover where it crosses pasture and other agricultural land not comprised of prime or statewide important farmland soils.
5. A minimum of 3 feet of top cover where it crosses wooded/brushy land.
6. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length are encountered, the minimum top cover will be 30 inches.
7. When the Pipeline requires weights to keep it from floating, the Pipeline shall be buried deep enough to maintain the depth of top cover above the weights as specified in Item No. 14.A. above.
8. On Agricultural Land subject to erosion, the Company will patrol the Pipeline ROW with reasonable frequency to detect areas of erosion to ensure compliance with the respective pipeline top cover identified in Item No. 14.A.

## Backfill Profile and Trench Crowning

Unless otherwise stated in an Underlying Agreement, the following shall apply:

1. The trench shall be backfilled in an order and manner that corresponds to the original profile: that is, parent material followed by subsoil and then topsoil. Trench crowning shall occur during backfilling operations to allow for trench settling. Due to the increased elevation of the crown compared to the rest of the ROW, surface drainage across the trench may be hindered until the crown has settled completely; however, surface drainage should not be permanently blocked or hindered in any way. Adding additional soil to the crown over the trench in excess of that required for settlement will not be permitted. Temporary BMPs may be warranted to manage any erosional issues caused by crowning.
2. In areas where minor trench settling occurs after topsoil spreading, land leveling or imported topsoil shall be used to fill each depression. In areas where major trench settling occurs after topsoil spreading, and land leveling cannot be utilized; imported topsoil shall be used to fill each depression.
3. On Agricultural Land where the materials excavated during trenching are insufficient to meet backfill requirements, no soil from adjacent Agricultural Land outside of the ROW shall be used as either backfill or surface cover material.
4. Under no circumstances shall any topsoil materials sourced from the ROW, be used for pipe padding material or trench backfill. In situations where imported soil materials are employed for backfill on Agricultural Lands, such material shall be of similar soil type, texture, and quality to the existing soils on site. Imported soils should be free from noxious weeds and other pests to the extent possible.
5. When backfilling the trench, respective soil material (parent material, subsoil, and topsoil) shall be returned to the trench such that it matches that of the adjacent, original, soil profile. Any parent material encountered during excavation shall be backfilled below and around the pipe to match the in-trench soil profile. Parent material is not rooting material and should never be spread over the ROW, nor mixed with the topsoil or subsoil. Any excess parent material that exceeds the level of the adjacent soil profile after backfilling shall be hauled off the ROW and properly disposed of. Stockpiled subsoil material shall be placed back into the trench before replacing the topsoil, such that it matches the adjacent soil profile.
6. Refer to Items No. 19.A. and 19.C. for procedures pertaining to rock removal from the subsoil and topsoil.
7. Refer to Items No. 21.A. through 21.D. for procedures pertaining to the alleviation of compaction of the topsoil.
8. The topsoil must be replaced (with an allowance for settling) so that after settling occurs, the topsoil's pre-construction depth and contour will be restored in accordance with data gathered during the topsoil depth survey (see Item No. 9.). The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose.

## Construction Debris

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

## Drain Tile

If underground drain tile is damaged by the Pipeline’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 or damaged and repaired during Construction or other phases of 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 Pipeline Project, repairs shall be made using the attached IDOA Temporary and Permanent Drain Tile Repair Drawings (see Figures 1 and 2) or theTile Bridge Permanent Tile Repair.
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 to damaged drain tiles must be made within 14 days of the Pipeline being laid in the trench on the Landowner's property, 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. There will be a minimum of one foot of separation between the tile line and the Pipeline whether the Pipeline passes over or under the tile line.
8. 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.
9. 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.
10. 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.
11. Following completion of the Pipeline, 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.
12. 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.
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 equipment and/or 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 Pipeline 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. If the Pipeline’s route parallels an existing pipeline within a 200-foot perpendicular offset, the Company shall be responsible for installing tile and/or other drainage measures, as necessary, to properly drain the area between the two pipelines to the extent the wet areas between the pipelines are caused by the construction and/or existence of the Pipeline.
3. It is presumed that any wet areas located in permanent and temporary easements and/or between two parallel pipelines are caused by the construction and/or existence of the new Pipeline unless the Company can prove that the construction and/or existence of the new Pipeline is not the cause of the wet areas (e.g., as demonstrated with pre-construction elevation and contour data and historical aerial imagery).

## Rock Removal

The following rock removal procedures only pertain to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois.

1. All rocks greater than 3 inches in any dimension shall be removed by the Company from the exposed subsoil and topsoil prior to replacing soil back in the trench.
2. If trenching, blasting, or boring operations are required through rocky terrain in the temporary or permanent ROW, suitable precautions will be taken to minimize the potential for oversized rocks to become interspersed with adjacent soil material within the ROW.
3. The removal and proper disposal of rocks from the subsoil, topsoil, finished surface, or from any excavations, shall be performed by the Company, unless otherwise stated in an Underlying Agreement with the Landowner.

## Land Leveling

1. During Restoration, the Company shall restore the ROW to its original pre-construction elevation and contours. Topsoil deficiency and trench settling shall be restored with land leveling and/or imported topsoil that is consistent with the quality of topsoil on the affected site. See Item No. 15. regarding temporary trench crowning.
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, uneven settling occurs on the ROW or 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 within the ROW 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. Decompaction shall be conducted according to the guidelines provided in Appendices A and B.
2. 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 Landowner’s approval and if the previous pass did not sufficiently shatter the soil and is not precluded by the Landowner’s Underlying Agreement.
3. Decompaction of compacted ROW topsoil shall occur after the replacement of topsoil, 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, if necessary; however, any additional tracking/driving on the ROW after decompaction activities risks re-compacting or rutting the area.
4. The Company shall use its Best Efforts to restore all compacted or rutted land as a result of the Pipeline Project to its pre-construction condition, in compliance with local, state, and federal regulations.
5. 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.
6. 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. On Agricultural Land (limited to cropland, hay land, and pasture), the Company shall pay for soil sampling and testing to be completed by a third party accredited with the Illinois Soil Testing Association. Soil sampling must follow Natural Resources Conservation Service (NRCS) guidelines to determine the 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). Alternately, if the Landowner or Tenant elects to coordinate soil sampling and lab analysis under these same guidelines, the Company shall compensate the Landowner for that work.
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 Pipeline 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.
3. The 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 and need for reimbursement of the cost of agricultural inputs.
4. 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 Pipeline 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 Pipeline. 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 Pipeline project, shall be restored to their pre-construction condition.

1. The Company shall repair or pay the Landowner to repair any conservation practice that is damaged by activities associated with the Pipeline 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. 10. of this AIMA.

## Irrigation Systems

1. If the construction of the Pipeline 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 pipeline 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 Pipeline is also 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, including surface use (i.e., valve sites, metering stations, booster stations, launcher/receiver sites, etc.), 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 Pipeline 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 Pipeline. Repairs, replacement, or compensation shall occur any time, but no later than 45 days, weather and Landowner permitting, after the Pipeline has been energized, unless otherwise required by other local, state, or federal laws or regulations.
2. The Company shall consult with 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.

## 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 in-service operation of the Pipeline; 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 – (Construction and Restoration Phases)

#### Soil Specialist(s) – (Construction Phase)

Soil Specialist(s) shall conduct daily inspections on the ROW from the start of Construction to the start of Restoration to ensure proper windrow separation of topsoil from subsoil and parent material, and to provide guidance to construction crews on proper backfilling of the pipeline to reduce the risk of soil horizons being mixed. (See the Introduction for qualifications and duties/tasks of the Soil Specialists, and the Sequence of Construction and Definitions for a limited set of activities per phase of the project).

#### Agricultural Inspector(s) – (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 topsoil thickness, relative content of rock and large stones, trench settling, 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 rock, large stone, and construction debris content is the ROW's condition subsequent to tillage and the concentration of such material within the ROW as compared to off the ROW. All excess rocks, large stones, 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 Pipeline 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 Pipeline ROW with reasonable frequency to detect erosion of the top cover. Whenever the loss of cover due to erosion creates a safety issue, the amount of top cover is less than specified in Item No. 14. of this AIMA, or whenever the topsoil erodes such that it is less than the pre-construction depth identified in Item No. 9, 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 and the Soil Specialists 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 the following information, as applicable, 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 facilities, equipment (including monitoring and control 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 with the Landowner, no land shall be purchased in fee simple for the ROW corridor needed for the Pipeline.

## 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 Pipeline, whether heretofore or hereafter laid, including damages caused by such Pipeline or any of its appurtenances and the leaking of its contents, 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. For activities undertaken by the Indemnitees and/or invitees near the Pipeline, failure by such Indemnitees and/or invitees to call the Illinois 811, *Call Before You Dig* line, shall be deemed negligence.

## Retention of Records

The Company shall retain copies of project plans and all inspection reports, pre-construction contours, topsoil survey data, 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 ’s Pipeline 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 19281Springfield, IL 62794-9281 | (Insert Address) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202  |

Last updated on 07252023