

ELECTRIC TRANSMISSION LINE CONSTRUCTION STANDARDS AND POLICIES

**Recommended by the
Illinois Department of Agriculture**

The following electric line construction standards and policies are recommended by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any agricultural land that is impacted by electric line construction. They were developed with the cooperation of agricultural agencies, organizations, landowners, tenants, drainage contractors and electric utility companies.

The below prescribed construction standards and policies are applicable to construction activities occurring partially or wholly on privately owned agricultural land. With the exception of Item No. 3, they are not intended to apply to construction activities occurring entirely on public right-of-way, railroad right-of-way, or privately owned land that is not agricultural land.

Conditions

The mitigative actions specified in the construction standards and policies set forth below will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to modification through negotiation by landowners and a representative of the Company, provided such changes are negotiated in advance of any construction, maintenance, or repairs.
- B. The Company may negotiate with landowners to carry out the mitigative actions that landowners wish to perform themselves.
- C. All mitigative actions employed by the Company, unless otherwise specified in these construction standards and policies or in an easement negotiated with an individual landowner, will be implemented within 45 days of completion of the electric transmission line facilities on any affected property, weather and landowner permitting. Temporary repairs will be made by the Company during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action beyond the 45 day period, the Company will provide the affected landowner(s) with a written estimate of the time needed for completion of the mitigative action.
- D. All mitigative actions will extend to associated future construction, maintenance, and repairs by the Company.
- E. Every effort will be made by the Company to determine all affected tenants along the route of the electric transmission line. The Company will endeavor to keep the tenants informed of the project's status, meetings, and other factors that may have an impact upon their farming operations.
- F. The Company agrees to include a statement of its adherence to the construction standards and policies in any environmental assessment and/or environmental impact statement that may be prepared on the project.

- G. The Company will implement all mitigative actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Company for the project.
- H. If any mitigative action(s) is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the mitigative actions shall be interpreted as if they did not contain the unenforceable provision.

Definitions

- Agricultural land - Land used for cropland, hayland, pasture land, 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.
- Company - Utility company, and any contractor or sub-contractor in the employ of the Company, for the purpose of completing the electric transmission line or any mitigative actions contained herein.
- Cropland - Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of prime farmland.
- Electric Line - Includes the electric transmission line and its related appurtenances.
- Landowner - Person(s) holding legal title to property on the electric transmission 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.
- Prime farmland - Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).
- Right-of-way - Includes the permanent and temporary easements that the Company acquires for the purpose of constructing and operating the electric transmission line.
- 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.

Electric Transmission Line Construction Standards and Policies

1. Support Structures

- A. Only single pole support structures will be used.
- B. Where the electric line is adjacent and parallel to highway and/or railroad right-of-way but on privately owned property, the support structures will be placed on the highway and/or railroad right-of-way or a maximum of one foot from the edge of the highway and/or railroad right-of-way. The only exception may be at jogs or weaves on the highway alignment.
- C. The highest priority will be given to locating the electric line parallel and adjacent to highway and/or railroad right-of-way. When this is not possible, all support poles will be spaced in such a manner so as to minimize their placement on cropland (i.e., longer than normal spans will be utilized when traversing cropland).

2. Land to be Purchased via Fee Simple Acquisition

No land will be purchased via fee simple acquisition.

3. Aboveground Facilities

There will be no aboveground facilities located on cropland other than the support structures, conductors, guy wires, and anchors.

4. Guy Wires and Anchors

- A. Concerted effort will be made to place guy wires and their anchors out of crop and hayland, placing them instead along existing utilization lines and on land not used for row crops or hay.
- B. All guy wires will be shielded with highly visible guards.

5. Drainage Tile

- A. If tiling is practiced in the area where an electric line is to be constructed, the Company will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.
- B. If the Company is advised of possible drainage tile interference with a support structure location, the Company will relocate the support structure to avoid interference with the tile.
- C. In the event that the landowner does not advise the Company of a tile location problem and one is found to exist when drilling the hole for the support structure, the Company will relocate in the support structure and repair the tile line if it is damaged in accordance with the repair specifications of the county Soil and Water Conservation District.

6. Damages to Private Property

- A. The Company will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 days, weather and landowner permitting, after the electric line had been constructed across the effected property.

- B. If the landowner is paid for any work that is needed to correct damage to his/her property, the Company will pay the ongoing commercial rate for such work.
- C. The Company will remain liable to correct damages to private property beyond the construction of the electric line, to associated future construction, maintenance, and repairs as well.

7. Restoration of Soil for Compaction and Rutting

- A. The Company will chisel to a depth of 18 inches all cropland, which has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- B. The Company will chisel to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- C. The Company will chisel or pay to have chiseled all compacted and rutted soil within 45 days, weather and landowner permitting, after the electric line has been constructed across any affected property.

8. Fertilization of Disturbed Soils

- A. If desired by the landowner, the Company will agree to apply fertilizer and lime to land disturbed by construction at a rate specified by the local University of Illinois Extension office to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.
- B. Unless other arrangements are made with the landowner, the Company will apply fertilizer and lime to the disturbed right-of-way within 45 days, weather and landowner permitting, after the electric line has been constructed across an affected property.

9. Repair of Damaged Soil Conservation Practices

- A. The Company will repair or pay the landowner to repair any soil conservation practices (such as terraces, grassed waterways, etc.), which are damaged by the electric line's construction.
- B. If the Company will be responsible for repairing any damaged soil conservation practices, the repairs will be made in accordance with the specifications of the county Soil and Water Conservation Districts (unless the landowner and the Company agree to the other repair specifications).
- C. The Company will repair or pay to have repaired damaged soil conservation practices within 45 days, weather and landowner permitting, of the electric line's construction across any affected property.

10. Removal of Construction Debris

- A. The Company will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the electric line. (Note: Such material to be removed would also include litter generated by the construction crews.)

- B. The Company will make all reasonable efforts to insure that all construction debris will be removed within 45 days, weather and landowner permitting, after the electric line has been constructed.

11. Preventing Erosion

- A. The Company will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion as suggested by the landowner.
- B. If the landowner A) does not suggest a reasonable erosion control method, or B) does not suggest any method of erosion control, the Company will follow the recommendations of the county Soil and Water Conservation District.
- C. The Company will use all reasonable efforts to insure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the electric line across any affected property subject to erosion.

12. Soil Removed from Support Structures Holes/Foundations

- A. It is expected that most soil material will be back-filled in and around the hole augered for the structures. If the landowner expresses concern regarding remaining soil, the Company will agree to remove the spoil material or pay the comparable area hauling charge to the landowner for removal of the spoil material.
- B. If spoil material is to be removed, the Company will remove or pay to have removed the spoil material within 45 days, weather and landowner permitting, following the construction of the electric line across any affected property.

13. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from privately owned land, the Company will consult with the landowner to see if there are trees of commercial or other value to the landowner.
- B. If there are trees of commercial or other value to the landowner, the Company will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. The Company will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by burning, burial, or complete removal from any affected property.

14. Interference with Neighboring Communications Circuits

If interference should develop between the Company's new facilities and a landowner's communication circuits, the Company will seek to eliminate such interference at its own expense within 45 days of receiving a verbal or written notice from the affected landowner.

15. Advance Notice of Access to Private Property

- A. The Company will provide the landowner with a minimum of 24 hours prior notice before accessing private property for the purpose of constructing the electric line.

- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the landowner is actually informed of the Company's intent to access the landowner's land. If the landowner cannot be reached in person or by telephone, the Company will mail or hand deliver to the landowner's home a dated, written notice of the Company's intent. The landowner need not acknowledge receipt of the second notice before the Company enters the landowner's property.

16. Reporting of Inferior Agricultural Impact Mitigation Work

Prior to the construction of the electric line, the Company will provide the landowner with a number to call to alert the Company should the landowner observe inferior work relating to the agricultural impact mitigation work that performed on the owner's property.

17. Indemnification

The Company will indemnify all owners of agricultural land upon which such electric line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, use or existence of such electric line, whether heretofore or hereafter installed, including damage to 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 owners, their heirs, successors, legal representatives, and assigns.