

Appendix K
Draft Agricultural Impact Mitigation Plan

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DRAFT – AGRICULTURAL IMPACT MITIGATION PLAN
Big Stone South to Alexandria 345 kV Transmission Line
Project

MPUC DOCKET NO. E017, ET10/TL-23-160

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Definitions

Capitalized terms used in this Agricultural Impact Mitigation Plan shall have the meanings provided below. The definitions provided for the defined words used herein shall apply to all forms of the words.

Agricultural Land	Land that is actively managed for cropland, hay land, or pasture, and land in government set-aside programs.
Applicants	Otter Tail Power Company (OTP) and Western Minnesota Municipal Power Agency (Western Minnesota), through its agent, Missouri River Energy Services (MRES).
Apply	To intentionally or inadvertently spread or distribute any substance onto the exposed surface of the soil.
Environmental/ Agricultural Monitor	Monitor retained by the Applicants responsible for overall project compliance with permit conditions and commitments made in this document. The Environmental/Agricultural Monitor, or Monitor, shall also report directly to the Minnesota Department of Agriculture and will be responsible for auditing the Applicants' compliance with provisions of this AIMP. The Monitor will have demonstrated experience with electric transmission line construction on Agricultural Land.
Certifying Agent	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Cropland	Land actively managed for growing row crops, small grains, or hay.
Decertified or Decertification	Loss of Organic Certification.
Easement	The agreement(s) and/or interest in privately owned Agricultural Land held by the Applicants by virtue of which it has the right to construct, operate, and maintain the transmission line together with such other rights and obligations as may be set forth in such agreement.
Final Clean-up	Transmission line activity that occurs after the power line has been constructed. Final Clean-up activities may include: removal of construction debris, de-compaction of soil as required, removal of temporary erosion control structures, final grading, and restoration of fences and required reseeding. Once Final Clean-up is finished, Landowner will be contacted to settle all damage issues and will be provided a form to sign acknowledging final construction settlement.

Inspector	The individual or contractor identified by the Applicants to provide inspection services related to construction of the Project.
Landowner	Person(s), or their representatives, holding legal title to Agricultural Land on the transmission line route from whom the Applicants are seeking, or has obtained, a temporary or permanent Easement.
Non-Agricultural Land	Any land that is not “Agricultural Land” as defined above.
Organic Agricultural Land	Farms or portions thereof described in 7 CFR Parts 205.100, 205.101, and 205.202.
Organic Buffer Zone	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Organic Certification or Organic Certified	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.100 and 7 CFR Part 205.101.
Organic System Plan	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Prohibited Substance	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.600 through 7 CFR 205.605 using the criteria provided in 7 USC 6517 and 7 USC 6518.
Right-of-Way	The Land included in permanent and temporary Easements which the Applicants acquire for the purpose of constructing, operating and maintaining the transmission line.
Subsoil	Soil that is not Topsoil and located immediately below Topsoil.
Tenant	Any Person(s) lawfully renting or sharing land for agricultural production which makes up the “Right-of-Way” as defined in this AIMP.
Tile	Artificial subsurface drainage system.
Topsoil	The uppermost horizon (layer) of the soil, typically with the darkest color and highest content of organic matter.

1.0 Introduction

This Agricultural Impact Mitigation Plan (AIMP) was developed by Otter Tail Power Company (OTP) and Western Minnesota Municipal Power Agency (Western Minnesota), through its agent, Missouri River Energy Services (MRES) (together, referred to as the Applicants), with the Minnesota Department of Agriculture (MDA) in compliance with Minnesota Statutes 216E.10, subdivision 3(b). The Big Stone South to Alexandria Transmission Project (Project) is a 345 kilovolt (kV) transmission line from the existing Big Stone South Substation located west of Big Stone City, South Dakota, east and north to the existing Alexandria Substation near the City of Alexandria, Minnesota. The Project will be jointly owned by OTP and Western Minnesota. The Project is needed to provide additional transmission capacity, to mitigate current capacity issues, and to improve electric system reliability throughout the region as more renewable energy resources are added to the electric system in and around the region.

2.0 Purpose

The overall objective of this AIMP is to identify measures the Applicants will take to avoid, mitigate, minimize, repair, and/or provide compensation for impacts on Agricultural Land. The AIMP and its provisions will be implemented during construction and restoration activities that the Applicants undertake for the Project prior to filing notice of completion of construction with the Minnesota Public Utilities Commission (Commission).

Capitalized words and other defined terms have the meanings given to them in this AIMP.

This AIMP and its construction standards and policies apply only to construction and restoration activities occurring partially or wholly on privately owned Agricultural Land. The measures do not apply to construction or restoration activities occurring entirely on public rights-of-way, railroad rights-of-way, publicly owned land, or private land that is not Agricultural Land. The Applicants will, however, adhere to the same construction and restoration standards relating to the repair of agricultural tile when tiles are encountered, whether on Non-Agricultural Land or Agricultural Land, on public highway rights-of-way, railroad rights-of-way, or publicly or privately owned land.

This AIMP also applies to Organic Agricultural Land as described in the National Organic Program Rules, 7 CFR Parts 205.100, 205.101, and 205.202 (Section 7 of this AIMP). Portions of this AIMP that identify standards and policies as they apply to Organic Agricultural Land apply only to the types of lands defined in the National Organic Program Rules. Further, construction and restoration standards and policies identified in this AIMP can be modified through Easement or other agreement between the Applicants

and the Landowner of Agricultural Land, as appropriate. In such case, the Easement or other agreement will control.

Unless the Easement or other agreement, regardless of nature, between the Applicants and the Landowner or Tenant specifically provides to the contrary, the mitigative actions specified in the construction and restoration standards and policies set forth in this AIMP will be implemented in accordance with the General Provisions in Section 3.0 below.

3.0 General Provisions

The mitigative actions are subject to change by Landowners or Tenants, provided such changes are negotiated with and acceptable to the Applicants.

Certain provisions of this AIMP require the Applicants to consult with the Landowner and Tenant, if known, of a property. The Applicants will engage in a good faith effort to secure the agreement of both Landowner and Tenant in such cases.

Unless otherwise specified, the Applicants will retain qualified contractors to execute mitigative actions. However, the Applicants may negotiate with Landowners or Tenants to carry out the mitigative actions that Landowners or Tenants wish to perform themselves.

Mitigative actions employed by the Applicants pursuant to this AIMP, unless otherwise specified in this AIMP or in an Easement or other agreement negotiated with an individual Landowner or Tenant, will be implemented within 90 days following completion of Final Clean-up on an affected property, weather permitting, or unless otherwise delayed by mutual agreement between Landowner or Tenant and Applicant. Temporary repairs will be made by the Applicants during construction as needed to minimize the risk of additional property damage or interference with the Landowner's or Tenant's access to or use of the property that may result from an extended time period to implement permanent mitigative actions.

The Applicants will implement the mitigative actions contained in this AIMP to the extent that they do not conflict with the requirements of any applicable federal and/or state rules and regulations and other permits and approvals that are obtained by the Applicants for the Project. To the extent a mitigative action required by this agreement is determined to be unenforceable in the future due to requirements of other federal or state permits issued for the Project, the Applicants will so inform the Landowner or Tenant and will work with them to develop a reasonable alternative mitigative action.

Prior to the construction of the transmission line, the Applicants will provide each Landowner and known Tenant with a telephone number and address which can be used

to contact the Applicants, both during and following the completion of construction, regarding the agricultural impact mitigation work which will be performed on their property or other construction-related matters. If the contact information changes at any time before completion of Final Clean-up and/or after the completion of construction, the Applicants will provide the Landowner and Tenant with updated contact information. The Applicants will respond to Landowner and Tenant telephone calls and correspondence within a reasonable time.

The Applicants will use good faith efforts to obtain a written acknowledgement of completion from each Landowner and known Tenant upon the completion of Final Clean-up on their respective property.

If any provision of this AIMP is determined to be unenforceable, no other provision will be affected by that determination, and the remainder of the AIMP will be interpreted as if it did not contain the unenforceable provision.

4.0 Working with Landowners

4.1 Advance Notice of Access to Private Property

The Applicants will endeavor to provide the Landowner and/or known Tenant advanced notice before beginning construction on the property. Prior notice will consist of a personal contact, email, letter or a telephone contact, whereby the Landowner and the Tenant are informed of the Applicants' intent to access the land.

5.0 Environmental/Agricultural Monitor

5.1 Qualifications and Selection of the Environmental/Agricultural Monitor

The Applicants will hire an Environmental/Agricultural Monitor (Monitor) to act as an independent third party to monitor compliance with this AIMP and other permit conditions/regulatory requirements¹. The Applicants will coordinate with the MDA in identifying potential contractors to conduct environmental and agricultural monitoring and to select the Monitor. The Applicants will direct the selected contractor to communicate independently with the MDA and set up a reporting relationship as the MDA instructs.

The selected Monitor will:

¹ For example, if a Monitor is required to implement other permit requirements (such as a Vegetation Management Plan) the Applicants will hire a Monitor that is qualified to conduct compliance monitoring for all such environmental permits, upon review and approval of applicable permitting authorities.

1. Have a bachelor's degree in agronomy, soil science or equivalent work experience.
1. Have demonstrated practical experience with electric transmission line construction, restoration, and compliance monitoring on Agricultural Land.
2. Have demonstrated practical experience with soils and hydrology in agricultural settings.
3. If work is being performed on Organic Agricultural Land, the Monitor will be trained, in organic inspection, by the Independent Organic Inspectors Association, unless the Monitor received such training during the previous three years.

Final selection of the Monitor will be a joint decision between the MDA and the Applicants.

5.2 Roles and Responsibilities of the Environmental/Agricultural Monitor

The Monitor will be retained and funded by the Applicants but will report directly to the MDA. The primary function of the Monitor will be to audit the Applicants' compliance with this AIMP. While the Monitor will not have the authority to direct construction activities and will not have authority to stop construction, the Monitor will be required to immediately report compliance issues and observation of a significant non-compliant activity to the Applicants' Inspector. The MDA may also instruct the Monitor to report non-compliant activities to the MDA. If after reviewing the non-compliant activity, and if judgment is made that continuing the activity will cause damage to the environment or Agricultural Land, the Applicants would issue a stop work order.

The Monitor will have full access to Agricultural Land crossed by the Project and will have the option of attending meetings where construction on Agricultural Land is discussed. Specific duties of the Monitor will include, but are not limited to the following:

1. Participate in preconstruction training activities sponsored by the Applicants and provide construction personnel with training on provisions of this AIMP before construction begins.
2. Monitor construction and restoration activities on Agricultural Land for compliance with provisions of this AIMP. The Monitor will be allowed full access to the Agricultural Land where construction occurs.
3. Work with construction crews to ensure all practices are in compliance with the provisions of this AIMP.
4. Document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.

5. Report instances of noncompliance with the AIMP to the MDA, Applicants, and Applicants' Inspector.
6. Coordinate with the MDA to develop a reporting structure and report directly to the MDA on events or schedule as agreed upon with the MDA.
7. Prepare regular compliance reports and submit to MDA, as requested by the MDA.
8. Act as liaison between Landowners and Tenants and MDA, if necessary, and coordinate communication of Landowner/Tenant concerns to the MDA, if necessary.
9. Maintain a written log of communications from Landowners and/or Tenants regarding compliance with this AIMP. Report Landowner complaints to the Applicants' Inspector and/or Right-of-Way representative. The written log will record whether the Monitor reported each logged concern to the MDA.
10. Be responsible for determining whether weather conditions have caused the soil to become so wet that mitigation measures designed to alleviate soil compaction would be ineffective and would actually reduce the future production capacity of the land. The Monitor would advise the Applicants of these conditions. The Applicants will be solely responsible in making the decision on whether it will proceed with construction under these conditions. Compensation by Landowner, as appropriate, will be determined as described in the "Procedures for Determination of Damages and Compensation" Section 6.8 of this AIMP.
11. In disputes between Applicants and a Landowner and/or Tenant over restoration, advise the MDA on whether the agricultural restoration is reasonably adequate in consultation with the Applicants.

6.0 Impact and Mitigation Practices

The Applicants will make good faith efforts to provide notice to the Landowner and known Tenants in advance of the commencement of initial construction activities on Agricultural Land. Notice may include personal contact, email, letter, or telephone contact. The Applicants will reasonably restore or compensate Landowners and/or Tenants, as appropriate, for damages caused by the Applicants as a result of transmission line or related facility construction, and as outlined in this AIMP. The decision to restore land or compensate Landowners will be made by the Applicants after discussion with the Landowner or Tenant.

6.1 Structure Placement

During the design of the Project, the Applicants' engineering, real estate, and permitting staff will seek input from Landowners, as practicable, to address structure placement issues. Prior to construction, the Applicants' agents will review the planned structure locations with the Landowner when requested to do so by the Landowner.

6.2 Structure Removal

If the Project is constructed along existing transmission and distribution lines, and the Applicants determine the existing facilities can be reasonably co-located, the Applicants may remove existing transmission and distribution line structures. For transmission and distribution line structures that do not have a footing, the Applicants will extract the pole from the ground if possible. In the event a pole cannot be extracted by pulling, the Applicants will excavate an area and an attempt will be made to extricate an excavated pole entirely. If an excavated pole cannot be removed in its entirety, the pole will either be cut off at the excavated depth (in the range of approximately five feet) or pushed over if the pole cannot be cut. To the extent that a transmission or distribution structure with a concrete footing needs to be removed, the Applicants will work with the Landowner to determine at what depth the footing must be removed so farming operations can continue on the property. If the Applicants remove an existing pole, all support anchors for the structure will be removed. In these instances, the Applicants will work with the Landowner to identify any tile lines located near the structure prior to removal. Additionally, if any damage to tile occurs as a result of a structure removal, the Applicants will adhere to the Agricultural Tile Section 6.3 of this AIMP.

6.3 Agricultural Tile

6.3.1 Damaged and Adversely Affected Tile

The Applicants will contact affected Landowners or known Tenants for their knowledge of Tile locations prior to the transmission line's installation. Applicants will make every attempt to probe for Tile if the Landowner does not know if Tile is located in the proposed structure location. Tile that is damaged, cut, or removed as a result of this probe will be immediately repaired. The repair will be reported to the Inspector.

If Tile is damaged by the transmission line installation, the Tile will be repaired in a manner that restores the Tile's operating condition at the point of repair. If Tiles on or adjacent to the transmission line's construction area are adversely affected by the construction of the transmission line, the Applicants will take such actions as are necessary to restore the functioning of the Tile, including the relocation, reconfiguration, and replacement of the existing Tile. The affected Landowner or Tenant may elect to

negotiate a fair settlement with the Applicants for the Landowner or Tenant to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile. In the event the Landowner or Tenant chooses to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile, the Applicants will not be responsible for correcting Tile repairs after completion of the transmission line (the Applicants are responsible for correcting Tile repairs after completing construction of the transmission line, provided the repairs were made by the Applicants or their agents or designees).

Where the damaged Tile is repaired by the Applicants, the following standards and policies will apply to the Tile repair:

1. Tiles will be repaired with materials of the same or better quality as that which was damaged. If water is flowing through a damaged Tile, temporary repairs will be promptly installed and maintained until such time that permanent repairs can be made.
2. Before completing permanent Tile repairs, Tiles will be examined within the work area to check for Tile that might have been damaged by construction equipment. If Tiles are found to be damaged, they will be repaired so they operate as well after construction as before construction began.
3. The Applicants will make efforts to complete permanent Tile repairs within a reasonable timeframe after Final Clean-up, taking into account weather and soil conditions.
4. Following completion of the Final Clean-up and damage settlement, the Applicants will be responsible for correcting and repairing Tile breaks, or other damages to Tile systems that are discovered on the Right-of-Way to the extent that such breaks are reasonable found to be the result of transmission line construction. These damages are usually discovered after the first significant rain event. The Applicants will not be responsible for Tile repairs the Applicants have paid the Landowner or Tenant to perform.

6.3.2 Installation of Additional Tiles

The Applicants will be responsible for installing such additional Tile and other drainage measures as are necessary to properly drain wet areas on the Right-of-Way caused by the construction of the transmission line.

6.4 Excavation/Grading

Topsoil and Subsoil layers that are removed during construction for facility structures, structure placement, or temporary road impacts will be stored separately and replaced in

the proper sequence after the transmission line is installed. Unless otherwise specified in an Easement or other agreement negotiated between the Applicants and Landowner, the Applicants will not use this soil for other purposes, including creating access ramps at road crossings. No Topsoil or Subsoil (other than incidental amounts) may be removed from Agricultural Land without permission of the Landowner.

6.5 Soil Compaction, Rutting, Fertilization, Liming, and Soil Restoration

Compaction will be alleviated as needed on Cropland traversed by construction equipment. Cropland that has been compacted will be plowed using appropriate deep-tillage and draft equipment. Alleviation of compaction of the topsoil will be performed during suitable weather conditions and must not be performed when weather conditions have caused the soil to become so wet that activity to alleviate compaction would damage the future production capacity of the land as determined by the Agricultural Monitor.

The Applicants will restore rutted land to as near as practical to its pre-construction condition.

If there is a dispute between the Landowner or Tenant and the Applicants as to what areas need to be ripped or chiseled, the depth at which compacted areas should be ripped or chiseled, or the necessity or rates of lime, fertilizer, and organic material application, the Agricultural Monitor's opinion will be considered by the Applicants.

6.6 Excess Soil and Rocks

Excess soil and rock will be removed from the site unless otherwise requested by the Landowner. After Final Clean-up and restoration of Agricultural Lands, Applicants will make good faith efforts to obtain written acknowledgement of completion of such activities from the Landowner.

6.7 Construction Debris

Construction-related debris and material which are not an integral part of the transmission line, and which have been placed there by the Applicants, will be removed from the Landowner's property at the Applicants' cost. Such material to be removed would include excess construction materials or litter generated by the construction crews.

6.8 Procedures for Determining Construction-Related Damages and Providing Compensation

The Applicants will develop and put into place a procedure for the processing of anticipated Landowners' or Tenants' claims for construction-related damages. The procedure will be intended to standardize and minimize Landowner and Tenant concerns

in the recovery of damages, to provide a degree of certainty and predictability for Landowners, Tenants and the Applicants, and to foster good relationships among the Applicants, Landowners and their Tenants over the long term.

Negotiations between the Applicants and any affected Landowner or Tenant will be voluntary in nature and no party is obligated to follow any particular method for computing the amount of loss for which compensation is sought or paid. The compensation offered is only an offer to settle, and the offer shall not be introduced in any proceeding brought by the Landowner or Tenant to establish the amount of damages the Applicants must pay. In the event the Applicants and a Landowner or Tenant are unable to reach an agreement on the amount of damages, the Landowner or Tenant may seek recourse through mediation.

6.9 Damaged Soil Conservation Practices

Soil conservation practices such as terraces and grassed waterways which are damaged by the transmission line's construction, will be restored to their pre-construction condition.

6.10 Irrigation Systems

If the transmission line and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, the Applicants will establish with the Landowner or Tenant, an acceptable amount of time the irrigation system may be out of service.

If, as a result of the transmission line construction activities, an irrigation system interruption results in crop damages, either on the Right-of-Way or off the Right-of-Way, compensation of Landowners and/or Tenants, as appropriate, will be determined as described in Sections 6.8 and 7.7 of this AIMP.

If it is feasible and mutually acceptable to the Applicants and the Landowner or Tenant, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which the transmission line is also being constructed. Applicants will work with the Landowner or Tenant to identify a preferable construction time.

To the extent practicable, the Applicants will work with the Landowner or Tenant to place transmission structures in locations close to existing Rights-of-Way in an attempt to minimize impacts to existing irrigation systems.

If impacts to an irrigation system cannot be avoided, the Applicants will work with the Landowner to maintain operation of the irrigation system across land on which the transmission line crosses to the extent practical.

6.11 Access Routes/Temporary Roads

The location of temporary roads to be used for construction purposes will be discussed with the Landowner or Tenant.

1. The temporary roads will be designed so as to not impede proper drainage and will be built to mitigate soil erosion on or near the temporary roads.
2. If grading is required to create a temporary road, temporary roads may be left intact through mutual agreement of the Landowner or Tenant and the Applicants unless otherwise restricted by federal, state or local regulations.
3. If a temporary road is to be removed, the Agricultural Land upon which the temporary road is constructed will be returned to its previous use and restored to an equivalent condition that existed prior to their construction.

6.12 Construction in Wet Conditions

If it is necessary to construct the transmission line during wet conditions, and if the Agricultural Monitor believes conditions are too wet for continued construction, damages which may result from such construction will be paid for by the Applicants and/or appropriate restoration will be conducted. Compensation for Landowners and/or Tenants, as appropriate, will be determined as described in Sections 6.8 and 7.7 of this AIMP.

7.0 Mitigation Practices for Organic Agricultural Farms

The Applicants recognize that Organic Agricultural Land is a unique feature of the landscape and will treat this land with the same level of care as other sensitive environmental features. This AIMP identifies mitigation measures that apply specifically to farms that are Organic Certified or farms that are in active transition to become Organic Certified and is intended to address the unique management and certification requirements of these operations. All protections provided in the Agricultural Impact Mitigation Plan will also be provided to Organic Agricultural Land in addition to the provisions of this Section.

The provisions of this Section will apply to Organic Agricultural Land for which the Landowner or Tenant has provided to the Applicants a true, correct and current version of the Organic System Plan within 60 days after the signing of the Easement for such land or 60 days after the issuance of a Route Permit to the Applicants by the PUC, whichever is sooner. In the event the Easement is signed later than 60 days after the issuance of the Route Permit, the provisions of this Section are applicable when the Organic System Plan is provided to the Applicants at the time of the signing of the Easement.

7.1 Organic System Plan

The Applicants recognize the importance of the individualized Organic System Plan to the Organic Certification process. The Applicants will work with the Landowner or Tenant, the Landowner's or Tenant's Certifying Agent, and/or a mutually acceptable third-party Organic consultant to identify site-specific construction practices that will minimize the potential for Decertification as a result of construction activities. Possible practices may include, but are not limited to: equipment cleaning, planting a deep-rooted cover crop in lieu of mechanical decompaction, applications of composted manure or rock phosphate, preventing the introduction of disease vectors from tobacco use, restoration and replacement of beneficial bird and insect habitat, maintenance of organic buffer zones, use of organic seeds for any cover crop, or similar measures. The Applicants recognize that Organic System Plans are proprietary in nature and will respect the need for confidentiality.

7.2 Prohibited Substances

The Applicants will avoid the application of Prohibited Substances onto Organic Agricultural Land. No pesticides, fertilizers or seed will be applied unless requested and approved by the Landowner. Likewise, no refueling, fuel or lubricant storage or routine equipment maintenance will be allowed on Organic Agricultural Land. Equipment will be checked prior to entry to make sure that fuel, hydraulic and lubrication systems are in good working order before working on Organic Agricultural Land. If Prohibited Substances are used on land adjacent to Organic Agricultural Land, these substances will be used in such a way as to prevent them from entering Organic Agricultural Land.

7.3 Temporary Road Impacts

Topsoil and subsoil layers that are removed during construction on Organic Agricultural Land for temporary road impacts will be stored separately and replaced in the proper sequence after the transmission line is installed. Unless otherwise specified in the site-specific plan described above, the Applicants will not use this soil for other purposes, including creating access ramps at road crossings.

No topsoil or subsoil (other than incidental amounts) may be removed from Organic Agricultural Land. Likewise, Organic Agricultural Land will not be used for storage of soil from non-Organic Agricultural Land.

7.4 Erosion Control

On Organic Agricultural Land, the Applicants will, to the extent feasible, implement erosion control methods consistent with the Landowner's or Tenant's Organic System

Plan. On land adjacent to Organic Agricultural Land, the Applicants' erosion control procedures will be designed so that sediment from adjacent non-Organic Agricultural Land will not flow along the Right-of-Way and be deposited on Organic Agricultural Land. Treated lumber, non-organic hay bales, non-approved metal fence posts, etc. will not be used in erosion control on Organic Agricultural Land.

7.5 Weed Control

On Organic Agricultural Land, the Applicants will, to the extent feasible, implement weed control methods consistent with the Landowner's or Tenant's Organic System Plan. Prohibited Substances will not be used in weed control on Organic Agricultural Land. In addition, the Applicants will not use Prohibited Substances in weed control on land adjacent to Organic Agricultural Land in such a way as to allow these materials to drift onto Organic Agricultural Land.

7.6 Monitoring

In addition to the responsibilities of the Agricultural Monitor described in the AIMP, the following will apply:

1. The Agricultural Monitor will monitor weather conditions as well as construction and restoration activities on Organic Agricultural Land for compliance with the provisions of this AIMP and will document any activities that may result in Decertification of Organic Agricultural Land.
2. Instances of non-compliance will be documented according to Independent Organic Inspectors Association protocol consistent with the Landowner's Organic System Plan, and will be made available to the MDA, the Landowner, the Tenant, the Landowner's or Tenant's Certifying Agent, the Inspector and to the Applicants.

If the Agricultural Monitor is responsible for monitoring activities on Organic Agricultural Land, he/she will be trained, at the Applicants' expense, in organic inspection, by the Independent Organic Inspectors Association, unless the Agricultural Monitor received such training during the previous three years.

7.7 Compensation for Construction-Related Damages

The settlement of damages will be based on crop yield and/or crop quality determination and the need for additional restoration measures. Unless the Landowner or Tenant of Organic Agricultural Land and Company agree otherwise, at the Applicants' expense, a mutually agreed upon professional agronomist will make crop yield determinations, and the Minnesota Department of Agriculture Fruit and Vegetable Inspection Unit will make

crop quality determinations. If the crop yield and/or crop quality determinations indicate the need for soil testing, the testing will be conducted by a commercial laboratory that is properly certified to conduct the necessary tests and is mutually agreeable to the Applicants and the Landowner or Tenant. Field work for soil testing will be conducted by a Professional Soil Scientist or Professional Engineer licensed by the State of Minnesota. The Applicants will be responsible for the cost of sampling, testing and additional restoration activities, if needed. Landowners or Tenants may elect to settle damages with the Applicants in advance of construction on a mutually acceptable basis or to settle after construction based on a mutually agreeable determination of actual damages.

7.8 Compensation for Damages Due to Decertification

Should any portion of Organic Agricultural Land be Decertified as a result of construction activities, the Applicants will pay damages for crops and/or livestock within the area impacted by the lost Certification equal to the full difference between the market value of conventional crops and/or livestock and the market value of the organic crops and/or livestock lost for three years or the period of time necessary for the Landowner or Tenant to regain Certification, whichever comes first. The market value of the crop will be determined as set forth in the damage claim policy. At the request of the Applicants, the Landowner shall provide verification of its loss of Organic Certification through the accredited certifying agent prior to any compensation for organic crop loss being paid.