

# Agricultural Impact Mitigation Provisions for Organic Farms

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## Introduction

This document identifies mitigation measures that apply specifically to farms that are Certified Organic or farms that are in active transition to become Certified Organic, and is intended to address the unique management and certification requirements of these operations. All protections provided in the Agricultural Impact Mitigation Plan must also be provided to Organic Agricultural Land and Animals in addition to the provisions of this document. The provisions contained in this document will apply to Organic Agricultural Land and Animals for which the Landowner or Tenant has provided to (company) 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 routing permit to (company) by the Public Utilities Commission of Ohio, whichever is sooner, or in the event the easement is signed later than 60 days after the issuance of the routing permit, the provisions of this document are applicable when the Organic System Plan is provided to (company) at the time of the signing of the easement. (company) recognizes that Organic Agricultural Land is a unique feature of the landscape and will treat this land and the Organic Animals being raised on it with the same level of care as other sensitive environmental features.

## Definitions

In the event of a conflict between this document and the AIMP with respect to definitions, the definition provided within this document will prevail, but only to the extent such conflicting terms are used in this document. The definition provided for the defined words used herein shall apply to all forms of the words.

**Apply:** To intentionally or inadvertently spread or distribute any substance onto the exposed surface of the soil.

**Certifying Agent:** As defined by the National Organic Program Standards, Federal Regulations 7 CFR Parts 205.100, 205.202 and 205.101.

**Decertified or Decertification:** Loss of Organic Certification

**Organic Agricultural Land:** Farms or portions thereof described in 7CFR parts 205.100, 205.202 & 205.101

**Organic Animals:** Certified organic livestock and poultry as described in 7CFR parts 205.236 through 7CFR part 205.240.

**Organic Buffer Zone:** As defined by the National Organic Program Standards, Federal Regulations 7CFR Part 205.2

**Organic Certification or**

**Certified Organic:** As defined by the National Organic Program Standards, Federal Regulations 7CFR Part 205.100 and 7CFR Part 205.101

**Organic System Plan:** As defined by the National Organic Program Standards, Federal Regulations 7CFR Part 205.2

**Prohibited Substance:** As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 2305.600 through 7 CFR Part 205.605 using the Regulations 7 CFR Part 2305.600 through 7 CFR Part 205.605 using the criteria provided in 7 USC 6517 and 7 USC 6518.

Organic System Plan

The state of Ohio and (name of company) recognize the importance of the individualized Organic System Plan (OSP) to the organic certification process. (company) will work with the Landowner or Tenant, the Landowner 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 of land or animals as a result of construction activities. Possible practices may include, but are not limited to: equipment cleaning, use of drop cloths during welding and coating activities; removal and storage of topsoil; 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; scheduling construction activities around the constraints of the growing or grazing season; or similar measures. (company) recognizes that Organic System Plans are proprietary in nature and will respect the need for confidentiality.

Prohibited Substances

(company) will avoid the application of prohibited substances onto Organic Agricultural Land. No herbicides, 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.

Soil Handling

Topsoil and subsoil layers that are removed during construction on Organic Agricultural Land will be stored separately and replaced in the proper sequence after the pipeline is installed. Unless otherwise specified in the site specific plan, (company) 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.

#### Erosion Control

On Organic Agricultural Land, (company) will, to the extent feasible, implement erosion control methods consistent with the Landowner or Tenant's Organic System Plan. On land adjacent to Organic Agricultural Land, (company's) 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.

#### Water in Trenches

During construction (company) will leave an earthen plug in the trench at the boundary of Organic Agricultural Land to prevent trench water from adjacent land from flowing into the trench on Organic Agricultural Land. Likewise, (company) will not allow trench water from adjacent land to be pumped onto Organic Agricultural Land.

#### Weed Control

On Organic Agricultural Land, (company) will, to the extent feasible, implement weed control measures consistent with the Landowner or Tenant's Organic System Plan. Prohibited substances will not be used in weed control on Organic Agricultural Land. In addition, (company) 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.

#### Mitigation of Natural Resource Impacts

(company) will not use Organic Agricultural Land for the purpose of required compensatory mitigation of impacts to natural resources such as wetlands or woodlands unless approved by the Landowner.

#### Monitoring

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

- The Agricultural Monitor or a USDA-approved Organic Certifier retained by (company) will monitor construction and restoration activities on Organic Agricultural Land for compliance with

the provisions of this appendix and will document activities that could result in decertification of land or animals.

- Instances of potential non-compliance will be documented according to Independent Organic Inspectors Association protocol consistent with the Landowner's OSP, and will be made available to the ODA, the Landowner, the Tenant, the Landowner's or Tenant's Certifying agent, and to (company).

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

#### Compensation for Construction Damages

For crops (including pasture) and products from crops (such as livestock feed, maple syrup, or other value-added products) 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 company's expense, a mutually agreed upon professional agronomist will make crop yield determinations, and the Ohio State University (OFFER program) will make crop quality determinations. Because organic animals are required to eat organic feed and derive 30% dry matter intake from grazing during the grazing season, organic pastureland consumed by a construction site may also qualify as damages. Producers may be required to pasture animals on others' organic land or buy in additional hay to supplement pasture. 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 (company) and Landowner or Tenant. Field work for soil testing will be conducted by a professional soil scientist or professional engineer licensed by the state of Ohio. (company) will be responsible for the cost of sampling, testing and additional restoration activities, if needed.

For livestock products, such as milk, the settlement of damages will be based on product yield (quantity of milk) and/or quality (including considerations of Somatic Cell Count), and the need for additional restoration measures (such as the replacement of watering troughs, cow lanes, or shelter structures). Unless the Landowner or Tenant of Organic Agricultural Land and company agree otherwise, at the company's expense, a mutually agreed upon professional livestock professional will make product yield determinations, and the Ohio State University (OSU Preventive Veterinary Medicine) determinations regarding animal health. If the yield or animal health determinations indicate the need for testing, the testing will be conducted by a commercial or university laboratory that is properly certified to conduct the necessary tests and is mutually agreeable to (company) and Landowner or Tenant. Any contact with animals will be conducted by an agricultural professional or qualified animal scientist. (company) will be responsible for the cost of sampling, testing, and additional health restoration activities, if needed.

Landowner or Tenants may elect to settle damages with (company) on a mutually agreeable determination of actual damages.

### Compensation for Damages Due to Decertification

Should any portion of the Organic Agricultural Land or Animals be decertified as a result of construction activities, the settlement of damages will be based on the difference between revenue generated from the land or animals affected before decertification and after decertification for a period of time necessary to bring the land back into certification or replace decertified animals, so long as a good faith effort is made by the Landowner or Tenant to regain certification.