

Cooperative Light & Power
Board Policy II-13

SUBJECT: Integrated Vegetation Management (IVM)

ADOPTED: 2/17/00

REVISED: 3/18/10, 5/19/16, 5/16/19, 9/27/23, 1/24/24

REVIEWED: 9/27/23, 1/24/24

I. OBJECTIVES:

The primary objective of the Cooperative Light and Power (CLP) Integrated Vegetation Management Program is to control the growth of vegetation along the electric lines so that the Cooperative can provide safe, reliable, affordable energy services to our members. This is accomplished by defining a cycle, using qualified personnel, contractors, and/or foresters, to monitor the condition of the utility right of way and by initiating various vegetation control practices to reduce, manage or eliminate undesirable growth. This approach is called an Integrated Vegetation Management (IVM) Program. The intended goals for the IVM Program are as follows:

- Accommodate the intended use of the site (delivery of electricity).
- Advance environmental stewardship and sustainability, including restoring or enhancing ecological benefits.
- Comply with applicable laws and regulations.
- Control incompatible species.
- Ensure operational flexibility.
- Maintain site security.
- Optimize maintenance cost.
- Promote public and line worker safety.
- Protect cultural sites.
- Protect, enhance, and propagate compatible species.

CLP utilizes an IVM Program for all aspects of its management of vegetation on distribution right of way. IVM Programs incorporate manual, mechanical, and chemical maintenance to comprehensively manage the vegetation that is incompatible with the right of way use. Depending on vegetation species, densities, locations, and sizes, the most appropriate tool will be utilized for the given situation and circumstances. IVM Programs are designed to incorporate management tools to provide long term, environmentally sound right of way.

The consistent implementation of industry-accepted vegetation management practices greatly reduces the risk and likelihood of tree and power line conflicts, as well as service

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interruptions, and allows for the full utilization of the electric distribution system.

Three-Step Right-of-Way Corridor Maintenance Cycle

STEP 1: Trees and brush are removed from the corridor.

STEP 2: Selective spot treatment of an EPA-approved biodegradable herbicide where there are unwanted trees, brush, and noxious weeds. This includes poison ivy around the utility poles and trees and brush that will eventually interfere with electrical service, reliability, or accessibility. This does not include areas near gardens or mowed areas.

STEP 3: A review of any areas that may have been missed in prior herbicide treatments will follow 1-2 years after step two. Subsequent maintenance cycles follow in 6-8 year increments, which will be less intensive due to the decreased amount of trees and brush.

SUMMARY POLICY OBJECTIVES:

- A. To provide guidelines for the Cooperative for controlling vegetation in and near existing rights of way that may interrupt service or hinder restoration of electrical service to CLP members, and to mitigate fire risk.
- B. To ensure reasonable service continuity is maintained during the clearing or removal of vegetation.
- C. To ensure the safety of CLP employees, CLP contractors and the public during the clearing or removal of vegetation.

III. POLICY:

- A. The Cooperative shall follow the provisions and guidelines contained in the *Cooperative Light and Power Association's Vegetation Management Program* regarding vegetation and overall, right of way maintenance.
- B. Vegetation control methods used by CLP employees or CLP contractors shall follow accepted practices identified in the National Electric Safety Code and current ANSI and OSHA Standards.
- C. The Cooperative or its agent shall make reasonable effort to notify members and/or property owners prior to entering or crossing their private property during scheduled vegetation control. It is important to note that not all members are property owners. Right of Way Easements are with the property owner, therefore all rights and responsibilities regarding the Cooperative's integrated vegetation management reside with the legal property owner. This may include notifications, tree requests, variances, or objections. If you are a

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member and rent, lease, or have a contract for deed property it is the member's responsibility to contact the property owner.

- D. When managing vegetation outside of CLP's established right of way, property owner consent of the necessary work will be obtained prior to it being performed. Once obtained, the work will be performed at no cost to the property owner provided that the work is required to comply with this vegetation management program. Exceptions to the member and/or property owner notifications and consent include outage restoral, emergency, or danger/hazard tree work, including removal, within the right of way or danger/hazard tree work, including removal, located outside of the right of way that pose an immediate, imminent threat to the safety of the members, contractors, line workers, or general public. In adherence to industry-accepted tree pruning standards limbs of trees with the trunk located outside of the right of way encroaching into the right of way shall be pruned to the trunk of the tree, not at the point of which the limb enters the right of way. In such case, no additional member and/or property owner notification shall be made other than those in accordance with the guidelines outlined in the *Cooperative Light and Power Association's Vegetation Management Program*. Property owner's consent shall be obtained for removal of any other non-danger/hazard tree or non-immediate, non-imminent danger/hazard tree located outside of the right of way.

If consent is not provided and the vegetation in question threatens CLP's facilities or poses a fire or safety risk resulting from contact with energized lines, the property owner will be formally notified of the following:

1. The work required and the hazards posed.
 2. The property owner's legal liability associated with the identified hazards.
 3. The Cooperative's right and intent to pursue legal and financial recourse in the event the identified vegetation causes damage to CLP's facilities, creates an outage, or starts a fire.
 4. The property owner's indemnification of the Cooperative against liability resulting from the vegetation hazard.
 5. The Cooperative's continued willingness to remove the vegetation, at no cost to the property owner, upon consent.
- E. CLP may remove vegetation that reasonably threatens CLP facilities, whether located within established rights of way or not, at the request of a property owner. CLP will investigate and, if appropriate, act on pruning/removal requests by members. If acting on such request, CLP will work cooperatively with the property

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owner in scheduling the necessary work and will perform it at no cost to the property owner. CLP shall not perform work for property owners, regardless of cost, if the vegetation to be removed does not threaten CLP's facilities or its removal conflicts with the standards identified in the *Cooperative Light and Power Association's Vegetation Management Program*.

- F. The removal of vegetation threatening the Cooperative's facilities is provided at no cost to the property owner. In turn, property owners have a responsibility to notify the Cooperative of vegetation management activities they plan which could threaten its facilities. In the event a property owner fails to notify the Cooperative of such work and, as a consequence of that work, CLP's facilities are damaged, the Cooperative will pursue legal recourse and financial restitution for damages incurred.
- G. The Cooperative will identify line segments prone to frequent right-of-way related disruptions of service. In those cases where the existing easements are narrower than currently required or are difficult to patrol or maintain with a line truck, means of mitigating future disruptions will be considered. In these cases, the Cooperative will consider updating the existing easement, procurement of additional right of way, conversion to underground, relocation of the line along a more accessible route or any other reasonable approach.
- H. Options for refusals/reluctance to yield right of way: Where consistent with CLP standards for line maintenance/improvement, rerouting of lines or moving lines underground at the member's expense (full cost) will be considered.
- I. It is the position of CLP that a member and/or property owner may choose to keep the ROW clear of any obstructions via means of self-maintenance provided the ROW has been initially cleared as part of an IVM cycle. Once cycled, the member and/or property owner may self-maintain the ROW as a landscaped/manicured area, or non-maintained area. The ROW will remain part of the IVM cycle, however, if properly self-maintained, there will be no need for additional work to be performed. Refer to the *Cooperative Light and Power Association's Vegetation Management Program* specific details on the standards required for self-maintenance.
- J. The Cooperative has the legal right to maintain its right-of-way (ROW) which includes mechanical and herbicide treatment methods. CLP is using an integrated long-term approach, to vegetation management based on Quality Vegetation Management practices with the goal to provide more effective, targeted vegetation control, restoring and improving plant, animal and human habitat, and strengthening relationships with members and communities by reducing the need for long term ROW maintenance activity. This approach utilizes both mechanical

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& herbicide methods and is superior over “mechanical-only” methods. However, to accommodate members and/or property owners who have strong concerns regarding herbicide treatment, the following has been implemented to provide a non-herbicide option.

PURPOSE:

- To provide Cooperative members and/or property owners an alternative to herbicide treatment on Cooperative’s right-of-way by listing property for non-herbicide methods during right-of-way (ROW) maintenance.

PROPERTY OWNER REQUIREMENTS:

- Complete, sign, and return the *Right of Way Herbicide Variance Agreement* a minimum of 5 business days prior to the scheduled work.
- List a specific reason why they object to herbicide application.
- Allow the opportunity for future discussion with a licensed forester/contractor experienced in herbicides.
- Agree to not put signs in right of way. Due to safety concerns regarding buried underground facilities (electric, gas, sewer, fiber, telephone) in no circumstance shall any signs (no spray) be placed in the right of way or on any Cooperative poles or equipment. CLP will not provide no spray signs as it is not required because the refusal/variance is tracked via Parcel-ID and is tracked via the vegetation management/workflow management software systems. At any time, a member may request to see a copy of their individual herbicide refusal/variance parcel map.

IV. RESPONSIBILITY: It shall be the responsibility of the CEO to implement this policy

COOPERATIVE LIGHT & POWER

RIGHT OF WAY HERBICIDE VARIANCE AGREEMENT

It is the policy of Cooperative Light & Power to utilize an Integrated Vegetation Management program to maintain the vegetation growth in the power line rights-of-way. Integrated Vegetation Management utilizes both mechanical clearing and selective herbicide applications to control problem vegetation.

This form is an agreement for a variance (no-spray) to the selective herbicide application portion of *Cooperative Light and Power Association's Vegetation Management Program* for the parcels described below. The completed, signed **Right of Way Herbicide Variance Agreement** shall constitute a contract between the parties upon acceptance by the Cooperative Light & Power Association of Lake County (CLP). This agreement will not diminish any rights entitled to Cooperative Light and Power by grants, easements, or licenses.

PROPERTY OWNER SECTION: PLEASE COMPLETE

Parcel ID: _____
Variance (Opt-Out) Property Address (leave blank if no address): _____

Reason why I object to herbicide application:

Property Owner must agree to the following: (must check all)

- I agree the duration of this herbicide variance is until sale of the property or until I terminate this agreement in writing to the Cooperative.
- I allow the opportunity for future discussion with a licensed forester/contractor experienced in herbicides.
- I agree to not put signs in the right of way. Due to safety concerns regarding buried underground facilities (electric, gas, sewer, fiber, telephone) in no circumstance shall any signs (no spray) be placed in the right of way or on any Cooperative poles or equipment.
- I acknowledge refusal to complete, sign and return this Agreement to the Cooperative within 5 business days of scheduled work for the Parcel-ID listed above constitutes removal from the herbicide opt-out program for future Integrated Vegetation Management cycles. Therefore, the property owner will be put back on the regularly scheduled Integrated Vegetation Management cycle, INCLUDING, but not limited to, herbicide application.
- I acknowledge that all brush, trees and stump sprouts may be hand cut or mechanically mowed by CLP or its contractors as an alternative to applying herbicides for controlling problem vegetation.
- Terminated *Right of Way Herbicide Variance Agreements* are limited for re-application for a period of 2 years.

I warrant that the above information for the purpose of obtaining an herbicide variance (no-spray) is true and complete. It is agreed that the Cooperative reserves the right to discontinue the variance in case of violation of any terms or for falsification of any of the above information. I have read the "Right of Way Herbicide Variance Agreement" and hereby agree to comply with the same.

			(____)_____
Property Owner Name (Printed)	Signature	Date	Primary Phone
Mailing Address	City	State	Zip Code

OFFICE USE ONLY: Complete Prior to Sending to Member for Signature

Date herbicide variance sent to Property owner _____
Footages of Property Owner's parcel requesting variance _____ feet.
Date completed herbicide variance received from property owner _____
Authorized Employee _____

**Return this signed and dated agreement to: Cooperative Light & Power, ATTN: ROW, 1554 Highway 2, Two Harbors, MN 55616
218-834-2226, Email: office@clpower.com**