

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

REVIEWED: 9/27/23

I. OBJECTIVES:

The primary objective of the 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 of 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

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practices greatly reduces the risk and likelihood of tree and power line conflicts, as well as service 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 prior to entering or crossing their private property during scheduled vegetation control.

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- D. When managing vegetation outside of CLP's established right of way, landowner 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 landowner provided that the work is required to comply with this vegetation management program. 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 landowner will be formally notified of the following:
1. The work required and the hazards posed.
 2. The landowner'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 landowner'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 landowner, 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 landowner. CLP will investigate and, if appropriate, act on pruning/removal requests by members. If acting on such request, CLP will work cooperatively with the landowner in scheduling the necessary work and will perform it at no cost to the landowner. CLP shall not perform work for landowners, 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 landowner. In turn, landowners have a responsibility to notify the cooperative of vegetation management activities they plan which could threaten its facilities. In the event a landowner 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 procurement of additional right of way, conversion

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

PURPOSE:

- To provide cooperative members an alternative to herbicide treatment on cooperative's right-of-way by listing property for non-herbicide methods during right-of-way (ROW) maintenance.
- To ensure that any increased costs from non-standard ROW treatments are not subsidized by other members, the additional cost for said non-standard ROW treatments will be paid for by the individual member desiring the non-standard treatment as listed and adjusted annually in the *Right of Way Herbicide Variance Agreement Rate Schedule*.

MEMBER REQUIREMENTS:

- Complete and sign the Right of Way Herbicide Variance Agreement.
- 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

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poles or equipment. CLP will not provide no spray signs as it is not required because the refusal/variance is tracked via parcel number 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 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.

MEMBER/PROPERTY OWNER SECTION: PLEASE COMPLETE

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

Reason why I object to herbicide application:

Four horizontal lines for writing reasons for objecting to herbicide application.

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

- Checkboxes for: 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 agree the Right of Way Herbicide Variance Agreement (no-spray) Fee will be billed monthly and added to my regular electric bill at the tier and rate listed in the Right Of Way Herbicide Variance Agreement Rate Schedule. 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. I acknowledge that the Right of Way Herbicide and Variance Agreement Rate Schedule is adjusted annually and billed accordingly on May 1. 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. I also agree pay for said variance in accordance with applicable tier and rate schedule of the "Right of Way Herbicide Variance Agreement". 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.

Member/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 application sent to Member/Property owner _____
Footages of Member/Property Owner's parcel requesting variance _____ feet.
Tier Price per foot billed _____ foot
Total price to be billed to Member/Property Owner \$_____ per month. (at time variance requested. Subject to annual adjustments)
Authorized Employee _____

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

Right of Way Herbicide Variance Agreement Rate Schedule

Rate Table Formulas:

Description	Calculations	Price
2 Year Cost per Span Averages Based on Years	2021, 2022	
2 Year Cost per Span Averages Difference (Manual/Mechanical Brushing vs. Spray)		\$346.48
Average Cost per Span per Mo. on 6 Year (72 mo.) IVM cycle	$\$346.48/72$	\$4.81 span/mo.
Monthly Average Price per Foot Based on 300 Foot Spans	$\$4.81/300$	\$.016 ft/mo.
TIER 1: Herbicide Variance Linear Footage – Under 330 Feet	$\$.016 \times 330$	\$5.28/mo.
TIER 2: Herbicide Variance Linear Footage – 331-660 Feet	$\$.016 \times 660$	\$10.56/mo.
TIER 3: Herbicide Variance Linear Footage – Over 661 Feet	$\$.016 \times 1,320$	\$21.12/mo.