

# **Attachment No. 13**

# LAND RECLAMATION of the Bison Pipeline

TRANSCANADA'S BISON PIPELINE in  
Montana 04/12/2011

Pictures: Bob Zellar – Billing Gazette  
Lincoln Star Journal

A cattleguard damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011



Blowing and blown soil on Robert Rusley's property on the Bison high pressure gas pipeline right of way in southeast Montana. 10/27/2010

152



10/27/2010 02:54

A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline sunk in spring on Robert Rusley's property in southeast Montana 04/12/2011



One sign has fallen while another leans in the soft soil on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks on a concrete creek crossing damaged during installation of the Bison high pressure gas pipeline in southeast Montana 04/12/2011



Janelle Reiger stand in a trench left after the soil over the Bison pipeline sunk this spring on Wade Klauzer's property in southeast Montana 04/12/2011



Wade Kllauzer stands by a trench left after the soil over the Bison pipeline sunk this spring on his property in southeast Montana 04/12/2011



A pipeline sign lies fallen in a trench left after the soil over the Bison pipeline  
sunk this spring on Robert Rusley's property in southeast Montana  
04/12/2011



Water erosion on Wade Klauzer's property on the Bison high pressure gas pipeline right of way in southeast Montana 04/12/2011



Janelle Reiger walks by a trench left after the soil over the Bison pipeline sunk  
this spring in southeast Montana 04/12/2011





**GRAY & PAPE**  
HERITAGE MANAGEMENT

*Since 1987*

1318 Main Street  
Cincinnati, OH 45202  
513.287.7700

September 18, 2017

Betty J. Strom Trust  
7504 West Loganberry Street  
Sioux Falls, SD 57106

RE: Return of Artifacts from Archaeological Survey for the Dakota Access Pipeline, South Dakota

Dear Landowner:

Gray & Pape, Inc., acting on behalf of Dakota Access, LLC., performed archaeological investigations in 2014 and 2015 as part of a cultural resources survey for the Dakota Access Pipeline in South Dakota. This work was conducted according to federal and state legislated requirements and standards.

During the course of the investigation, artifact samples were recovered from your property. The artifact location was recorded as a site with the South Dakota Historic Preservation Office and given a State Site number. An artifact inventory is included with this letter. On behalf of Dakota Access, LLC., we are returning the artifacts recovered from your property.

Sincerely,

Beth McCord  
Midwest Regional Manager  
GRAY & PAPE

FS# 1028

F.S. Survey Bag # 1

Name LES Project # 14-6502.1

Date 4/6/15 Site # AR-01-LA-CO

Segment/LA-045.200 old/ FU1

Section \_\_\_\_\_ Area \_\_\_\_\_

General Surface

Controlled Surface centerline

Transect \_\_\_\_\_ No. \_\_\_\_\_

North \_\_\_\_\_ East \_\_\_\_\_

Radial \_\_\_\_\_ Strat \_\_\_\_\_

Depths \_\_\_\_\_

Contents 1 paint base

H \_\_\_\_\_ BOTH \_\_\_\_\_

GRAY & PAPE INC.

Sep

Betty  
7504  
Sioux

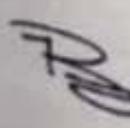
RE: R

Dear

Gray &  
2014 c  
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During  
location  
number  
the artif

Sincerely



Beth McC  
Midwest F  
GRAY & P





# Organic Agriculture Impact Mitigation Plan

A Template for  
the Protection of  
Organic Farming

Revised 12.17.20



Ohio Ecological Food and Farm Association



## Contents

|   |   |
|---|---|
| Introduction .....                                    | 1 |
| Definitions .....                                     | 1 |
| Organic System Plan .....                             | 2 |
| Prohibited Substances .....                           | 2 |
| Soil Handling .....                                   | 2 |
| Erosion Control .....                                 | 3 |
| Seed and Planting Stock .....                         | 3 |
| Water in Trenches .....                               | 3 |
| Weed and Noxious Invasive Species Control .....       | 4 |
| Mitigation of Natural Resource Impacts .....          | 4 |
| Monitoring .....                                      | 4 |
| Compensation for Construction Damages .....           | 5 |
| Compensation for Damages Due to Decertification ..... | 5 |

## 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 Organic Agriculture 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 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 Utility, whichever is sooner. 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 of 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

All parties 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 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 and riparian buffers; 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 including land used for raising organic animals. No herbicides, pesticides, fertilizers or seed will be applied unless requested and approved by the Landowner or Tenant. 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 or coming into contact with organic animals.

### Soil Handling

Topsoil and subsoil layers that are removed during construction on Organic Agricultural Land will be stored separately to eliminate the opportunity for mixing, and replaced in the proper sequence after energy infrastructure 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.

Construction during very wet working conditions when the soil is saturated is likely to result in significant damage to the soil resulting in yield and income loss. All efforts to prevent soil compaction and mishandling should be taken. Specifically, detrimental working conditions will be determined as part of this agreement in conjunction with County Extension staff and/or Soil Scientists based on the specific soil types, slopes, and plasticity indices, limits, and bulk densities. Soil moisture monitoring equipment such as the Delta T SM150 Soil Moisture kit, or the Stevens Hydra Go are suitable options for use in soil moisture monitoring.

### **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, installed and maintained so that sediment from adjacent non-Organic Agricultural Land will not flow along the right-of-way and be deposited on Organic Agricultural Land. Potentially contaminated materials such as chemically treated lumber, non-organic hay bales, treated or GE seeds, sticking agents, etc. will not be used for erosion control on Organic Agricultural Land.

### **Seed and Planting Stock**

In accordance with the section on Prohibited Substances, no seed will be applied unless requested and approved by the Landowner or Tenant. Certified organic farms require the use of organic seed if commercially available. Any re-seeding of soil disrupted through the construction process must be in consultation with and approved by the Landowner or Tenant, and be in accordance to the organic regulations and the Organic System Plan.

### **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 and Noxious Invasive Species Control**

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

(company) will not engage in construction activities in inclement weather that would lead to compaction of soil resources. For example, (company) would not engage in construction during or immediately following a heavy rain event until the soil had dried to a sufficient degree as to maintain soil structure and mitigate compaction.

## **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 or Tenant's Organic System Plan, and will be made available to the State Department of Agriculture, 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.

## **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 reductions in crop or product 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 with experience in organic production will make crop yield determinations, and 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 affected by a construction site may also qualify for damages if producers are required to pasture animals on others' organic land or buy additional hay to supplement impacted pasture they will be compensated accordingly. 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. Soil testing will be conducted by a professional soil scientist. (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) compared to pre-construction data of the same time of year, 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 Land Grant University ( 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 Tenant 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.