



Boardman to Hemingway  
Transmission Line Project

## Appendix I—Framework Agricultural Protection Plan

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**November 2011**



## TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
1.1	Purpose.....	1
2.0	CONDITIONS.....	1
3.0	OTHER APPLICABLE PLANS.....	2
4.0	ENVIRONMENTAL PROTECTION MEASURES.....	2
5.0	PLAN UPDATES.....	2



## 1 1.0 INTRODUCTION

2 Idaho Power Company (IPC) is proposing to construct and operate approximately 304 miles of  
3 new transmission line known as the Boardman to Hemingway Transmission Line Project  
4 (Project), including 299 miles of a 500-kilovolt (kV) single circuit and rebuild of 5.3 miles of  
5 existing 138-kV and 69-kV double circuits between the proposed Grassland Substation near  
6 Boardman, Oregon, and the Hemingway Substation approximately 30 miles southwest of Boise,  
7 Idaho. The Project includes ground-disturbing activities associated with the construction of  
8 above-ground, single- and double-circuit transmission lines involving towers, access roads,  
9 staging areas, fly yards, pulling sites, and associated substations, communication sites, and  
10 electrical-supply distribution lines. The Project crosses private land and public lands  
11 administered by the Bureau of Land Management (BLM), U.S. Forest Service (USFS), and the  
12 states of Idaho and Oregon.

### 13 1.1 Purpose

14 This Framework Agricultural Protection Plan (Plan) describes the framework for the measures  
15 intended to mitigate or provide compensation for agricultural impacts that may occur due to the  
16 construction of the Project. A goal of this Plan is to provide a basis for IPC's discussions with  
17 owners of property where the final Project will be sited. This Plan shall not be construed as  
18 establishing any contractual obligations or representations between IPC and any party and shall  
19 not create any third-party beneficiary rights between IPC and any party. Proposed agriculture  
20 protection measures that will be included in the final agricultural protection plan (Final Plan) are  
21 included in Appendix E of the Plan of Development.

## 22 2.0 CONDITIONS

23 For the purpose of the Plan, agricultural land is defined as annually cultivated or rotated  
24 cropland, land in perennial field crops, improved pasture, hayfields, and land in the conservation  
25 or grazing reserve programs.

26 Unless an easement agreement specifically provides to the contrary, IPC will implement the  
27 protection measures described in the Final Plan in accordance with the following conditions:

- 28 A. The protection measures and conditions described in the Final Plan apply only to  
29 construction activities occurring partially or wholly on privately owned agricultural land.  
30 They do not apply to construction activities on public right-of-ways (ROW), railroad  
31 ROWs, public land, or private land that is not agricultural land, except where agricultural  
32 structures, such as drainage tile and irrigation systems associated with privately owned  
33 agricultural land, pass through or extend into these areas.
- 34 B. IPC will provide a copy of the Final Plan to any landowner or landowner's designate and  
35 tenant of agricultural land prior to obtaining an easement.
- 36 C. IPC may negotiate with the landowner or landowner's designate to carry out the  
37 protections that landowners wish to perform themselves.
- 38 D. IPC will implement the protection measures contained in the Final Plan to the extent that  
39 they do not conflict with the requirements of any applicable federal, state, and local rules  
40 and regulations and other permits and approvals obtained by IPC for the Project.
- 41 E. IPC will implement the protection measures contained in the Final Plan to the extent that  
42 they are consistent with the protection measures approved by, or other requirements of,  
43 permits and approvals issued by governing agencies.

1 F. Certain provisions of the Plan require that IPC consult with and/or obtain agreement with  
2 the landowner and the tenant of a property. IPC will make a good-faith effort to secure  
3 the agreement of both the landowner and tenant in such cases. If there is a  
4 disagreement between the landowner and tenant, IPC will secure the landowner's  
5 agreement unless the tenant can demonstrate a superior legal right in the matter.

6 Nothing in this document is intended to grant or suggest jurisdiction by any agency over  
7 remedies for property compensation resolved in accordance with Oregon or Idaho law.

### 8 **3.0 OTHER APPLICABLE PLANS**

9 Measures for erosion control, dust control, soil protection, weed control, and restoration that will  
10 reduce impacts on agriculture are contained in the following plans:

- 11 • Traffic and Transportation Management Plan
- 12 • Spill Prevention, Containment, and Countermeasures (SPCC) Plan
- 13 • Storm Water Pollution Prevention Plan (SWPPP)
- 14 • Framework Reclamation Plan
- 15 • Waters and Wetland Mitigation Plan

### 16 **4.0 ENVIRONMENTAL PROTECTION MEASURES**

17 IPC is committing to implementing the environmental protection measures contained in Plan of  
18 Development (POD), Appendix E.

### 19 **5.0 PLAN UPDATES**

20 When the preferred route is selected and final engineering is complete, a final Framework  
21 Agricultural Protection Plan will be prepared. The final Plan will be updated prior to the start of  
22 construction. As IPC better defines the construction order and schedule, the final Plan will be  
23 updated to include the schedule for baseline inventories, negotiations, and road locations.