

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of NextEra Energy       )  
Transmission Southwest, LLC for a Siting Permit for       )  
the Construction of a 345 kV Transmission Line       )       Docket No. 23-NETE-585-STG  
Through Coffey, Anderson, Allen, Bourbon, and       )  
Crawford Counties, Kansas.       )

**CORRECTED COMPLIANCE FILING**

On December 29, 2023, NextEra Energy Transmission Southwest, LLC (“NEET Southwest”) submitted a Compliance Filing containing its Standards and Procedures for Construction, Repair, and Maintenance of Right-of-Way for the Wolf Creek to Blackberry 345 kV Project (“Standards and Procedure”) to the State Corporation Commission of the State of Kansas (“Commission”) and served the same on all parties to Docket No. 23-NETE-585-STG. Although the service copy of the Compliance Filing was complete in all respects, the filed copy—as it appears on the Commission’s eLibrary—is missing several pages. To correct the filed copy, NEET Southwest hereby submits a Corrected Compliance Filing, inclusive of all pages.

As stated above, the service copy of the original Compliance Filing was complete in all respects, so no party has been prejudiced by the missing pages on eLibrary. Further, there was no date-certain on which the Compliance Filing was due, so other than the Commission’s acceptance of this Corrected Compliance Filing, no further relief is required.

The Standards and Procedures address the recommendation by Leo Haynos, who filed Testimony on behalf of Commission Staff (“Staff”) in the Siting Docket. Mr. Haynos’ Testimony stated, “I recommend the Commission require [NEET Southwest] to file its permit and reclamation plans with the Commission when they are completed. The reclamation plan will set out the measures that NEET will use to restore affected land.”<sup>1</sup> The Commission adopted this recommendation in Paragraph 55 of its Order on Siting Application.

Paragraph 55 also directed NEET Southwest to notify easement grantors of their right to appeal to the Commission regarding restoration issues, consistent with NEET Southwest’s agreement to do so in its Initial Post Hearing Brief.<sup>2</sup> NEET Southwest confirms that such notifications will be provided prior to the start of construction, along with notification of the landowners’ right to request an electromagnetic field (“EMF”) study once the transmission line is operational, pursuant to Paragraph 66 of the Order on Siting Application.

/s/ *Andrew O. Schulte*

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**ATTORNEYS FOR NEXTERA ENERGY  
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<sup>1</sup> Direct Testimony of Leo Haynos, p. 23.

<sup>2</sup> Initial Post Hearing Brief of NEET Southwest, ¶ 49.

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**AFFIRMATION OF ANDREW O. SCHULTE**

I, Andrew O. Schulte, hereby swear and affirm that I am an attorney for NextEra Energy Transmission SW, LLC, and that I have read the foregoing and that the facts set forth therein are true and correct to the best of my knowledge and belief.

/s/ Andrew O. Schulte  
Andrew O. Schulte

**NextEra Energy Transmission Southwest, LLC**  
**Standards and Procedures for Construction, Repair, and Maintenance of Right-of-Way**  
**for the Wolf Creek to Blackberry 345 kV Project**

**I. Applicability**

The following standards and procedures apply to construction, maintenance and repair activities occurring partially or wholly on privately owned land affected by the activities of NextEra Energy Transmission Southwest, LLC (“NEET SW”) as part of the Wolf Creek to Blackberry 345 kV Transmission Line Project (“Project”). They do not apply to such activities occurring on highway or railroad right-of-way or on other publicly owned land. To the extent the standards and procedures conflict with an easement or other right-of-way agreement as between NEET SW and the landowner, the language in the easement or other agreement shall govern.

All standards and procedures are subject to modification through negotiation by landowners and a designated representative of NEET SW, provided such changes are negotiated in advance of any construction, maintenance, or repairs.

NEET SW will implement the standards and procedures to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits that apply to the Project. If any standard or procedure is held to be unenforceable, no other provision shall be affected by the holding, and the remaining standards and procedures shall remain in effect.

**II. Right-of-Way Acquisition**

Every landowner from whom NEET SW requires an easement or other right-of-way agreement will be contacted personally, and NEET SW will negotiate with each such landowner in good faith on the terms and conditions of the easement or agreement, its location, and compensation therefor. For easements, landowners will be shown a specific, surveyed location for the easement and be provided NEET SW’s standard easement agreement template.

**III. Construction and Clearing**

Prior to construction, NEET SW will notify all landowners the name and telephone number of NEET SW’s designated representative so that they may contact the designated representative with questions or concerns before, during, or after construction, including, but not limited to concerns over inferior work being performed on the landowner’s property. Such notice will also advise the landowners of the expected start and end dates of construction on their properties. Landowners will be contacted in person, by phone, and/or in writing at least 24 hours prior to the beginning of construction and provided a name and phone number of a NEET SW real estate employee or contractor to contact if they have any questions or concerns. Following construction, landowners will be contacted to settle crop, land restoration, or other damages.

1. Prior to construction, NEET SW's designated representative will personally contact or attempt to contact each landowner (or at least one owner of any parcel with multiple owners) to discuss access to the right-of-way on their parcel and any special concerns or requests about which the landowner desires to make NEET SW aware.
2. During construction, and through the completion of clean-up of the right-of-way, NEET SW's designated representative will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.
3. NEET SW's intent is to mulch trees and brush on site; mulch will either be spread in the right-of-way if the landowner desires or hauled off to a designated disposal location, in accordance with federal, state, and/or local permitting and regulations.
4. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade as terrain allows.
5. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.
6. Unless the landowner specifically states that they do not want the area seeded, disturbed areas in non-crop producing land will be restored using a native seed mix consisting of native grasses and forbs using the local county's USDA-Natural Resources Conservation Service seed mix for their conservation practice 643 – Restoration of Rare and Declining Habitats, and in accordance with Project plans and specifications, federal, state and/or local permitting and regulations. Deep-rooted native species will be used based on their abilities to enhance wildlife, soil permeability, pollutant filtering, and their reduced needs for fertilizer, herbicides, irrigation, and mowing. In addition, the native grasses and forbs will be selected for the region and site conditions. Before seeding the disturbed areas will be prepared to allow for good seed to soil contact to promote seed-germination and early growth. The native seed mix will be applied with any needed soil amenities and a cover crop consisting of oats or winter wheat depending on the time of year the seed is applied. The seeded area will be covered to protect the seed from being dislodged by storm events or erosion. Seeding cover may include crimped straw, erosion blanket, spray on erosion control products, or other methods depending on slopes or existing erosion conditions. Final restoration activities will be considered achieved when 70% or greater of the restored area has established permanent (not cover crop) vegetation with no large barren areas, in accordance with Project plans and specifications, federal, state and/or local permitting and regulations.
7. Best management practices will be followed to minimize erosion, in accordance with Project plans and specifications, federal, state, and/or local permitting and regulations, employed at given location depending upon terrain, soil, and other relevant factors.
8. If necessary for construction, NEET SW will reimburse landowner for their time required to move livestock from one location to another and, where feasible, may install temporary fences or gates to keep livestock out of the construction area.
9. Gates will be securely closed after use.

10. Should NEET SW damage a gate, NEET SW will repair that damage in coordination with the landowner.

11. If NEET SW installs a new gate, NEET SW will either remove it after construction and repair the fence to its pre-construction condition, or will secure the gate so as to prevent the escape of livestock.

12. If landowners inform NEET SW or if tiling is discovered in the area where a transmission line is to be constructed, NEET SW will discuss with the relevant landowners to request information as to whether support structure locations will interfere with any drainage tiles.

If NEET SW is advised of possible drainage tile interference with a support structure location, then NEET SW will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. NEET SW will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.

If the tile is intercepted and needs to be relocated, NEET SW shall negotiate a relocation agreement with landowner. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.

If the tile line is intercepted and repair is necessary, such repair shall be performed in accordance with local requirements (if any), and if no requirements are available, NEET SW shall reference the USDA Natural Resources conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN"- CODE 606, to aid in the repair of the damaged tile.

13. NEET SW will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 calendar days, weather and landowner permitting, after the transmission line has been constructed. If the landowner is paid for any work that is needed to correct damage to his/her property, NEET SW will pay the ongoing commercial rate for such work. After construction is completed, NEET SW will make reasonable efforts to contact each landowner personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred. NEET SW will restore all disturbed slopes and terraces to their original condition following construction.

14. In order to minimize the impact of soil compaction and rutting, NEET SW, unless the landowner opts to do the restoration work, will deep rip to a depth of 18 inches all cropland, which has been traversed by construction equipment, unless the landowner specifies other arrangements that are acceptable to NEET SW.

NEET SW will deep rip to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to NEET SW.

NEET SW will deep rip or pay to have deep ripped all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

15. If requested by the landowner, NEET SW will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed time frame following the completion of final construction to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.

16. NEET SW will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews).

17. NEET SW will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction. NEET SW will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.

18. Excess soil material will be generated from the area displaced by the foundation for the support structures. NEET SW will remove the excess soil material in tillable and pasture lands.

19. All NEET SW contractors will be required to carry and maintain a minimum of one million dollars of liability insurance available to respond to damage claims of landowners. All contractors will be required to respond to any landowner damage claims within 24 hours. All contractors will be required to have all licenses required by state, federal, or local law.

#### **IV. Maintenance and Repair**

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, NEET SW will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of NEET SW's presence, particularly if access is near their residence.

2. NEET SW will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.

3. All right-of-way vegetation management line clearance contractors will employ a general foreman who is a certified arborist.

4. If herbicides are used, only herbicides registered with EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.

5. To the extent maintenance outage availability permits, routine maintenance will not be planned during wet conditions so as to minimize rutting.

6. Existing access roads will be used to access the right-of-way wherever available.

7. Prior to commencing any scheduled vegetation management on the right-of-way, NEET SW or a NEET SW representative, upon request, will meet personally with all landowners who wish to discuss NEET SW's vegetation management program and plans for their property and to determine if the landowner does or does not want herbicides used on their property. If the landowner does not want herbicides used, they will not be used.

## **V. Indemnity**

NEET SW will hold all landowners harmless for any claims whether known or unknown that arise from NEET SW exercising its rights pursuant to the easement agreements or other right-of-way agreements including claims resulting in injuries to persons who enter onto the property in the exercise of its such rights or any failure of NEET SW to adequately maintain its facilities on the easements, except where landowner has engaged in whole or in part in negligence or intentional misconduct. NEET SW will maintain sufficient liability insurance that is standard in the industry.



## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served upon the parties listed below by email or U.S. mail, postage prepaid, this 8<sup>th</sup> day of April, 2024.

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