

December 9, 2009

& BYRON, P.A.

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DEC 09 2009

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

PUBLIC SERVICE COMMISSION

**RE: Hawthorn Oil Transportation
(North Dakota), Inc.
Case No. PU-09-153**

Dear Mr. Nitschke:

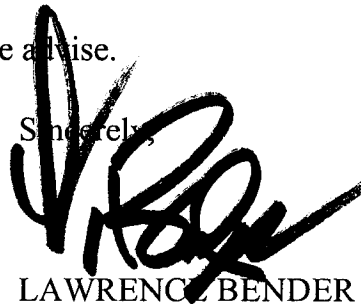
Please find enclosed herewith for filing an original and ten copies of the following:

1. Exhibit 8 - Certification Relating to Order Provisions – Pipeline Siting; and
2. Exhibit 9 - proposed Order Granting Corridor Certificate and Route Permit with attached Tree and Shrub Mitigation Specifications, Certificate of Corridor Compatibility and Route Permit.

Also enclosed herewith is a disk containing the same in both Word and PDF formats.

Should you have any questions, please advise.

Sincerely,



LAWRENCE BENDER

LB/leo

Enclosure

cc: Mr. Pat Fahn – (w/enc.) *Via Hand Delivery*
Ms. Illona Jeffcoat-Sacco – (w/enc.) *Via Hand Delivery*
Mr. Cary Loughman – (w/o enc.) *Via Email*
Mr. Greg Jacobsen – (w/o enc.) *Via Email*
Mr. Jodie Davis – (w/o enc.) *Via Email*

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STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Hawthorn Oil Transportation (North Dakota), Inc.
8-inch Crude Oil Pipeline – Mountrail County
Siting Application

Case No. PU-09-153

CERTIFICATION RELATING TO ORDER PROVISIONS -
PIPELINE SITING

I am Ray Ingle, a representative of Hawthorn Oil Transportation (North Dakota), Inc. (Hawthorn) with authority to bind Hawthorn to requirements to be set forth by the Commission in its Order and I certify the following:

1. Hawthorn agrees to hold a preconstruction conference prior to commencement of any construction, which must include a Hawthorn representative, its construction supervisor, and a representative of Commission Staff to ensure that Hawthorn fully understands the conditions set forth in the Commission's order.
2. Hawthorn agrees to comply with the rules and regulations of all other agencies having jurisdiction over any phase of the proposed pipeline, will obtain all other necessary licenses and permits, and shall provide copies of all licenses and permits to the Commission prior to construction of the pipeline.
3. Hawthorn agrees to inform the Commission of its intent to start construction on the pipeline prior to the commencement of construction, and once construction has started, it will keep the Commission updated on construction activities on a weekly basis.
4. Hawthorn agrees that the pipeline will be buried to a minimum depth from the ground surface to the top of the pipe of 48 inches in rangeland, 48 inches for cultivated land, 48 inches at the bottom of the ditch for road crossings, and 72 inches across undeveloped section lines.
5. Hawthorn agrees to construct and operate the pipeline in the manner described in its application, in any late filed exhibits and supplemental materials, and in accordance with all applicable safety requirements.
6. Hawthorn agrees to promptly report to the Commission the presence in the permit area of any critical habitat of threatened species, endangered species, bald eagles, or golden eagles of which Hawthorn becomes aware and which were not previously reported to the Commission.

7. Hawthorn understands that all cultural resource mitigation plans must be submitted to the North Dakota State Historic Preservation Office for approval prior to the start of any fieldwork or construction activity.
8. Hawthorn understands and agrees that if any cultural resource, paleontological site, archeological site, historical site, or grave site is discovered during construction, it must be marked, preserved and protected from further disturbances until a professional examination can be made and a report of such examination is filed with the Commission and the State Historical Society and clearance to proceed is given by the Commission.
9. Hawthorn understands and agrees that all crossings of graded roads must be bored unless the responsible governing agency specifically permits Hawthorn to open cut the road.
10. Hawthorn understands and agrees that all pre-existing roads and lanes used during construction must be restored to a condition that will accommodate their previous use, and areas used as temporary roads or working areas during construction must be restored to their original condition.
11. Hawthorn understands and agrees that construction must be suspended when weather conditions are such that construction activities will cause irreparable damage, unless adequate protection measures approved by the Commission are taken.
12. Hawthorn understands and agrees that all topsoil, up to 12 inches, or topsoil to the depth of cultivation, whichever is greater, over and along trench areas where cuts will be made, must be stripped and segregated from the subsoil. Except along segments of the line using the double ditching method, any area on which excavated subsoil will be placed must also be stripped of topsoil. After backfilling is completed, any excess subsoil must be placed over the excavation area, blending the grade into existing topography. Topsoil must be replaced over areas from which it was stripped only after the subsoil is replaced.
13. Hawthorn understands and agrees that reclamation and clean up along the right-of-way must be continuous and coordinated with construction.
14. Hawthorn understands and agrees that reclamation, fertilization, and reseeding is to be done according to the Natural Resources Conservation Service recommendations, unless otherwise specified by the landowner and approved by the Commission.
15. Hawthorn understands and agrees that its obligation for reclamation and maintenance of the right-of-way will continue throughout the life of the pipeline.

16. Attached is a document entitled Tree and Shrub Mitigation Specifications. Hawthorn agrees to comply with the Tree and Shrub Mitigation Specifications from this attachment that the Commission requires in its Order.
17. Hawthorn agrees to work with landowners and residents to mitigate any increase in television and residential radio interference that results from the route of the pipeline.
18. Hawthorn understands and agrees that it must obtain approval from the Commission prior to any changes in the facility route or structure locations.
19. Hawthorn agrees to provide the Commission, within 3 months of the Commission's order approving a corridor, a map of the corridor as approved (in both paper and electronic form) and an electronic version of the corridor as approved that can be imported into ESRI GIS mapping software.
20. Hawthorn agrees to provide the Commission, within 3 months of the completion of the construction, a copy of the facility alignment drawings with alignment data showing the facility as built (in both paper and electronic form) and an electronic version of the as-built facility that can be imported into ESRI GIS mapping software.
21. Hawthorn understands and agrees that the authorizations granted by the corridor certificate and route permit are subject to modification by order of the Commission if deemed necessary to further protect the public or the environment.

Dated this 8th day of December, 2009.

Hawthorn Oil Transportation (North Dakota), Inc.

By Ray Dale CSH

Its PRESIDENT