



**RECEIVED**

May 5, 2010

**MAY 06 2010**

**PUBLIC SERVICE COMMISSION**

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

RE: Bison 1 Wind Project  
230 kV Transmission Line – Oliver/Morton Counties  
Siting Application  
Case No. PU-09-587

Dear Mr. Nitschke:

Attached please find the following documents related to the above-referenced case.

- Notes from Preconstruction Conference Meeting held 5-5-10 and Notice of Construction Commencement Plan
- North Dakota Department of Transportation Crossing Permit and Traffic Plan
- Oliver County Utility Crossing Permit
- Morton County Utility Crossing Permit

Please contact me at the number below if you have any questions relating to this matter.

Sincerely,

David R. Moeller

kl  
c: Jim Atkinson, Minnesota Power  
Ron Gullicks, Minnesota Power

38 PU-09-587 Filed: 5/6/2010 Pages: 16  
Permits

Allete, Inc.  
David Moeller, Atty.



# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
*Director*

John Hoeven  
*Governor*

April 23, 2010

Minnesota Power  
30 West Superior Street  
Duluth, MN 55802-2093

UTILITY PERMIT #12262, HIGHWAY 31

One copy of your requested utility permit is enclosed.

Installation and maintenance provisions have been included with the permit and must be adhered to. A copy of the permit is required at the work site for reference by the work crew or contractor.

All equipment used for installing the crossing must be outside the clear zone which is a minimum of 48 feet from the centerline.

If you have any questions please call. Thanks!

A handwritten signature in cursive script that reads "Renee Seibel".

RENEE SEIBEL - ADMINISTRATIVE ASSISTANT III

rs  
enclosure

# UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division  
SFN 7995 (Rev. 11-2008)

|                              |                      |                                   |
|------------------------------|----------------------|-----------------------------------|
| Document Number <b>12262</b> | (FOR STATE USE ONLY) | Permit Number <b>1-31-87.5910</b> |
|------------------------------|----------------------|-----------------------------------|

## APPLICANT INFORMATION

|   |                       |                    |   |
|---|-----------------------|--------------------|---|
| Owner of Facility<br><b>Minnesota Power</b>       | City<br><b>Duluth</b> | State<br><b>MN</b> | Zip Code<br><b>55802 - 2093</b>           |
| Mailing Address<br><b>30 West Superior Street</b> |                       |                    | Telephone Number<br><b>(218) 722-5642</b> |
| Owner's Agent<br><b>Ron Gullicks</b>              | City<br><b>Duluth</b> | State<br><b>MN</b> | Zip Code<br><b>55802-2093</b>             |
| Owner's Contractor<br><b>MJ ELECTRIC</b>          |                       |                    | City<br><b>IRON MOUNTAIN</b>              |
|   |                       |                    | State<br><b>MI</b>                        |
|   |                       |                    | Telephone Number<br><b>(906) 776-4481</b> |

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point **87.5910** End Ref. Point \_\_\_\_\_

|   |  |   |
|---|--|---|
| Highway No. <u>31</u>   | <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across | Lanes of traffic <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 |
| Direction <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W  | Begin <u>2158.72</u> feet from reference marker <u>88</u>                    |   |
| Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W   | End _____ feet from reference marker _____                                   |   |
| <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____ |  |   |

## TYPE OF FACILITY (Complete appropriate spaces only.)

|  |   |                     |
|--|---|---------------------|
| Description of Proposed Facility<br><b>230 kV Overhead Transmission Line, Single Circuit, Wood H-Frame</b>     |   |                     |
| <b>Wire - 1780 kcmil ACSS/TW - "Chuckar/TW", 7/16" EHS Shield Wire, 64mm2/.528 (24 Fiber) OPGW Shield Wire</b> |   |                     |
| Size of Facility<br><b>230 kV</b>  | Number of Cables<br><b>3 Conductors, 2 Shield Wires</b> | Length of Down Guys |
| Pipeline Pressure  | Size of Casing  | Length of Casing    |
| Location of Pole(s)  | Location of Appurtenances                               | Location - Others   |

**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (E) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The installation shall be completed on or before September 17, 20 10

MARCH 23, 2010  
DATE

Ronald E. Gullicks  
OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 26 day of April, 20 10.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Kevin J. Lev.  
DISTRICT ENGINEER (TYPE OR PRINT)

Kevin J. Lev.  
SIGNATURE

BY

## Risk Management Appendix

### Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

**NOTICE:** The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

**INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.

Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.

Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.

The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.

The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.

If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flagpersons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.

Reflectorized guy guards shall be installed on all down guys located within highway right of way.

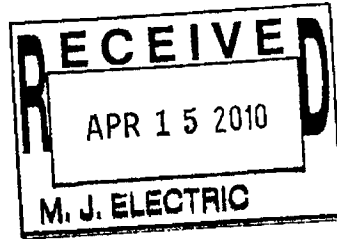


# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
Director

John Hoeven  
Governor

April 9, 2010



M. J. Electric, LLC  
200 W Frank Pipp Dr.  
Iron Mountain, MI 49801

## INSURANCE CERTIFICATE – UTILITY PERMIT FOR TRANSMISSION LINE CROSSING HIGHWAY 31

You have submitted to the North Dakota Department of Transportation (NDDOT), along with your certificate of insurance, additional pages which either purport to limit or qualify the information reflected on the certificate of insurance or which purport to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

KEVIN J. LEVI – BISMARCK DISTRICT ENGINEER

M. J. Electric, LLC hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 4/19/10

Type or Print Name & Title

Thomas H. Nagy, Vice President  
Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2010

|   |   |           |
|---|---|-----------|
| PRODUCER<br>John L. Wortham & Son, L.P.<br>P. O. Box 1388<br>Houston, TX 77251-1388<br><br>713-526-3366<br>713-526-5587 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |           |
|   | INSURERS AFFORDING COVERAGE   | NAIC # -- |
| INSURED<br>M.J. Electric, LLC<br>200 W. Frank Pipp Dr.<br>Iron Mountain MI 49801  | INSURER A: Old Republic Insurance Company   | 24147     |
|   | INSURER B: Ace Property & Casualty Insurance Co.  | 20699     |
|   | INSURER C:  |           |
|   | INSURER D:  |           |
|   | INSURER E:  |           |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE  | POLICY NUMBER                     | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|----------------------|--|-----------------------------------|------------------------------------|-------------------------------------|---|
| A                    | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MWZY58430                         | 8/1/2009                           | 8/1/2010                            | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person) \$ excluded<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000   |
| A                    | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                     | MWTB20698                         | 8/1/2009                           | 8/1/2010                            | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC AGG \$<br>AUTO ONLY: AGG \$ |
| B                    | <b>EXCESS / UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$   | XOOG24898970<br><br>CM Retro Date | 8/1/2009<br><br>8/1/2002           | 8/1/2010                            | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$<br>\$<br>\$  |
| A                    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N   | MWC11619200                       | 8/1/2009                           | 8/1/2010                            | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| A                    | <b>OTHER</b><br>Stop Gap Liability   | MWC11564900                       | 8/1/2009                           | 8/1/2010                            | \$1,000,000 Each Accident<br>\$1,000,000 Disease - Policy Limit<br>\$1,000,000 Disease - Each Employee  |

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Bison Wind Project - MJ Job 60450- & 60451  
see attached addendum

## CERTIFICATE HOLDER

State of North Dakota  
Department of Transportation  
218 Airport Rd.  
Bismarck ND 58504-6003

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

### AUTHORIZED REPRESENTATIVE

John L. Wortham &amp; Son, L.

### IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

### CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium of (2) any other circumstance permitted by state law or policy conditions.

### - ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

# CERTIFICATE - ADDENDUM

Named Insured:

M.J. Electric, LLC  
200 W. Frank Pipp Dr.  
Iron Mountain MI 49801

Certificate Holder:

Issue Date: 4/1/2010

State of North Dakota  
Department of Transportation  
218 Airport Rd.  
Bismarck ND 58504-6003

General Liability policy includes The State of North Dakota, Minnesota Power Company and their respective agencies, officers, and employees as an additional insured when required by written contract but only as respects liability arising out of named insured's work for additional insured.

Auto Liability policy includes The State of North Dakota, Minnesota Power Company and their respective agencies, officers, and employees as an additional insured when required by written contract but only with respect to legal responsibility for acts or omissions of the named insured.

General Liability and Auto Liability policies include waiver of subrogation in favor of The State of North Dakota when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.

Workers Compensation does not include North Dakota based employees.

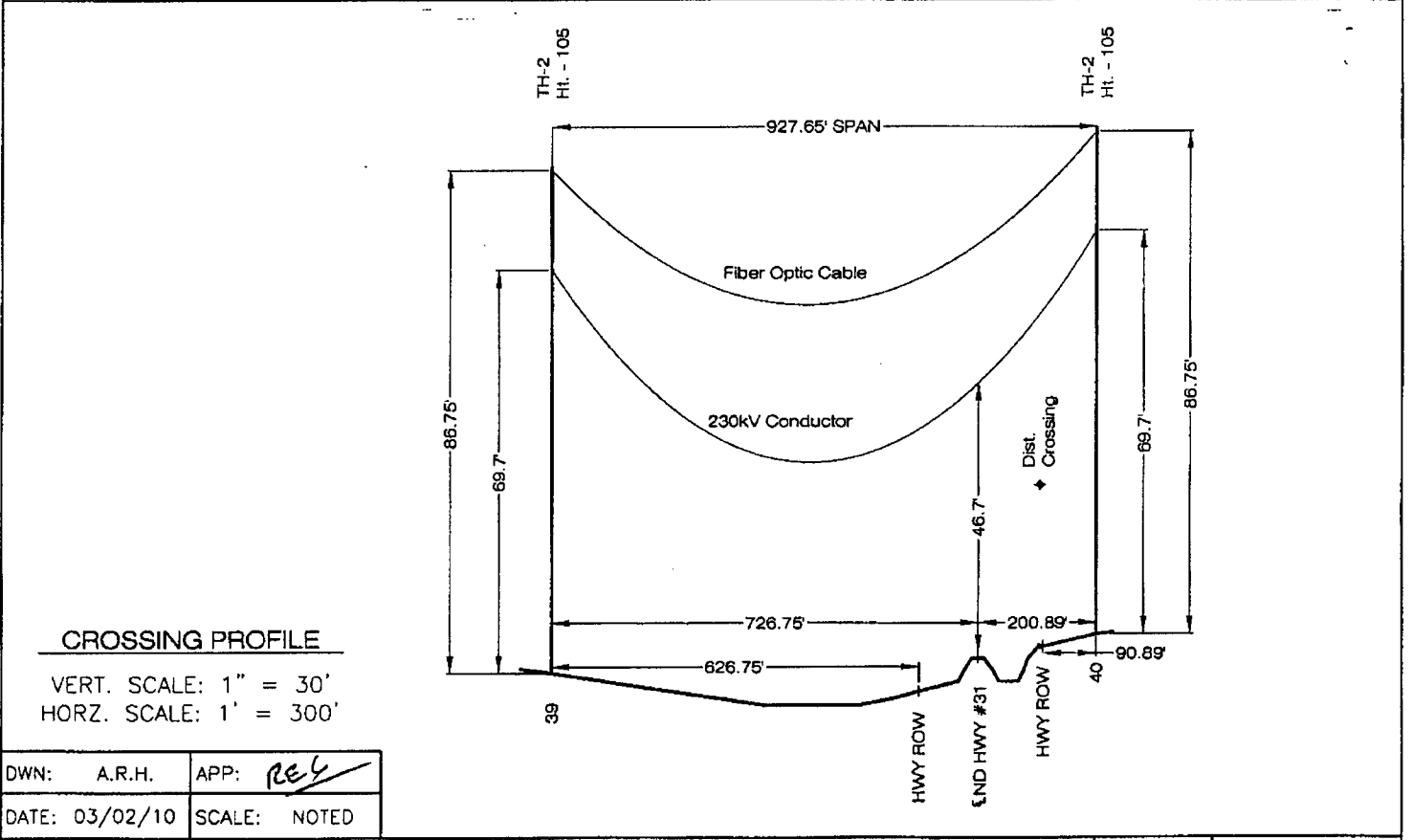
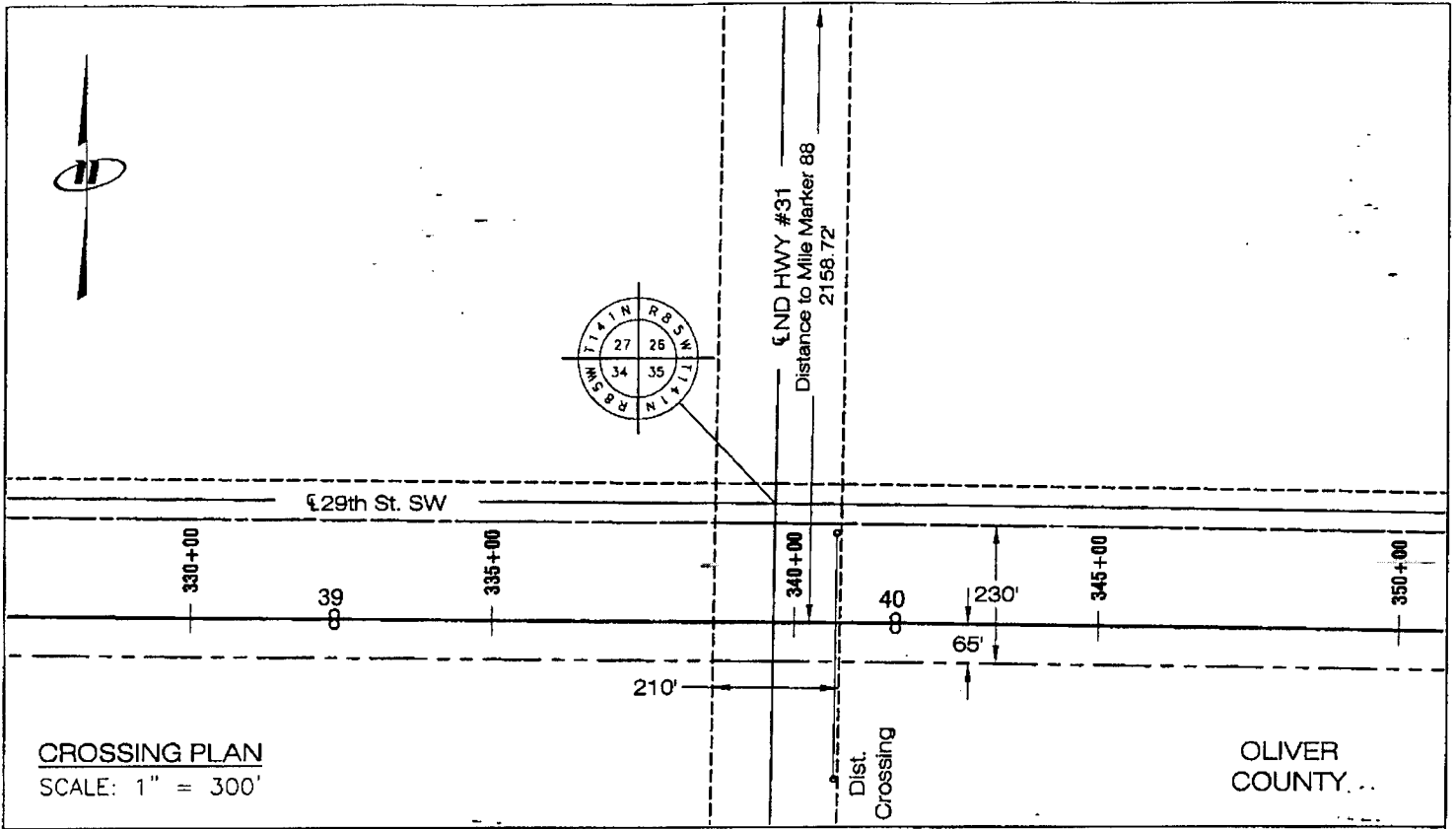
**CERTIFICATE - ATTACHMENT**

Named Insured:

Issue Date: 4/1/2010

M.J. Electric, LLC  
200 W. Frank Pipp Dr.  
Iron Mountain MI 49801

General Liability policy includes aggregate limits of insurance per project subject to a maximum policy aggregate of \$20,000,000.



|       |          |        |            |
|-------|----------|--------|------------|
| DWN:  | A.R.H.   | APP:   | <i>REL</i> |
| DATE: | 03/02/10 | SCALE: | NOTED      |



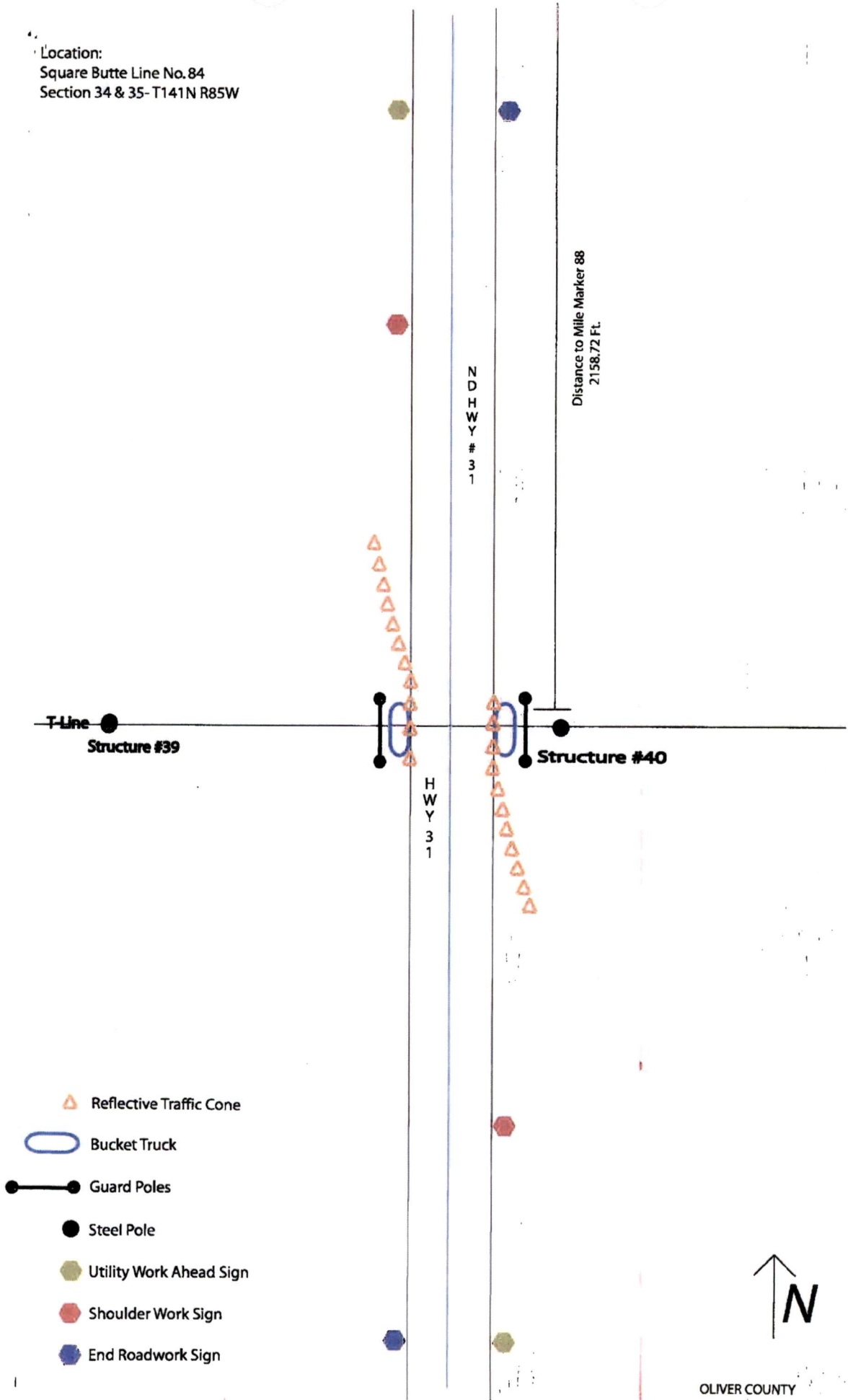
230KV BISON - SQUARE BUTTE LINE NO. 84  
OVERHEAD HIGHWAY CROSSING  
SECTION 34 & 35 - TOWNSHIP 141N - RANGE 85W

|                 |               |
|-----------------|---------------|
| Rev. 0          | Date: 3-02-10 |
| <b>MA-32910</b> |               |


FILE: \\P\projects\CADD\private\files2\XMSN\MA-32910.dwg

|       |      |      |
|-------|------|------|
| CODE  |      |      |
| T141N | R85W | 003# |

Location:  
Square Butte Line No. 84  
Section 34 & 35- T141N R85W



-  Reflective Traffic Cone
-  Bucket Truck
-  Guard Poles
-  Steel Pole
-  Utility Work Ahead Sign
-  Shoulder Work Sign
-  End Roadwork Sign

  
N  
OLIVER COUNTY

Town:

Job:

### Oliver County Highway Utility Permit

The Board of Oliver County Commissioners, in the State of North Dakota hereby grant permission to Minnesota Power right-of-way at the following location (s) and under the following conditions:

1. The Utility shall be located at least 76 feet from the section line and/or roadway centerline.
2. The Utility shall be placed under roads by means of a pipe, boring tool or plow pushed under the surface of the road, at a minimum depth of 4 feet.
3. The Utility shall place permanent markers at all road crossings.
4. Above ground fixtures shall be located 76 feet off the road right-of-way.
5. All trenches and other excavations shall be carefully backfilled in such a manner as to eliminate settlement and that the surface of the ground shall be returned to its original condition.
6. It is understood and agreed by that Oliver County will not be liable for any costs in connection with the future required relocation of the Utility due to road improvement.
7. If at any time Oliver County wants to excavate in this area and if it should require the cable to be moved, it will be at the expense of \_\_\_\_\_

Along or Crossing County Highway SEE ATTACHED DRAWINGS MA-32913 THRU MA-32934

Location: \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Dwaine Helmers Date: 7-6-10  
Dwaine Helmers, Chairman of Oliver County Board

Attest: Barbara Fleming Date: 4-6-10  
Barbara Fleming, Oliver County Auditor

[Signature] Date: MARCH 15, 2010  
Signature of Applicant

COPY

PERMIT NO. 06-06-10

MORTON COUNTY  
UTILITY OCCUPANCY APPLICATION AND PERMIT FORM

THE FOLLOWING APPLICANT IS HEREBY GRANTED PERMISSION TO INSTALL AND MAINTAIN THE FOLLOWING DESCRIBED FACILITY ON HIGHWAY RIGHT-OF-WAY AS SHOWN ON THE PLANS ATTACHED HERETO AND MADE A PART OF HEREOF:

OWNER OF FACILITY Minnesota Power PHONE NUMBER 218 722-5642 ADDRESS 30 West Superior Street Duluth, MN  
LOCATION OF FACILITY \_\_\_\_\_ QTR \_\_\_\_\_ SEC. 4-2 TWP. 140 N RGE. 86 W 55802  
TYPE OF FACILITY 230 kV Overhead Transmission Line, single circuit, Wood H-Frame  
ADDITIONAL COMMENTS: \_\_\_\_\_

PERMIT FEE \$50.00

**INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right-of-way shall conform to the following provisions:

- (1) Upon construction, maintenance, relocation or removal of said facilities, any right-of-way scars shall be removed and the disturbed areas restored to original condition, including the reseeded thereof where necessary. Trenches dug within highway right-of-way shall be backfilled and compacted to a density equal to that of the adjacent undisturbed soil.  
**Note:** The aforementioned conditions shall be met within 60 days of completion of the work requested.
- (2) All construction and maintenance work must be signed properly in accordance with the latest manual of Uniform Traffic Control Devices.

**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right-of-way shall be subject to the following terms and conditions:

- (1) Installation, maintenance, relocation, and removal of said facilities on highway right-of-way shall be done in a manner satisfactory to, and subject to supervision by the County Road Superintendent for the County Highway Department.
- (2) Morton County shall not be liable for damage to said facilities resulting from reconstruction or maintenance of the highway. Applicant shall hold the County harmless for injury to persons or damage to property resulting from the location of said facilities on highway right-of-way.
- (3) Applicant shall repair or replace highway structures and appurtenances, and any existing facilities located on, over and under highway right-of-way, which may be damaged as a result of the installation and maintenance of said facilities on highway right-of-way.
- (4) Applicant shall promptly remove said facilities from highway right-of-way or from within a distance of 75 feet from center of road or section line when requested to do so by the County. Such relocation or removal shall be at the sole cost and expense of applicant.
- (5) Applicant shall furnish a map showing the location of the utility as requested by the permit.
- (6) No construction shall be permitted across paved roadway. All facilities must be bored.

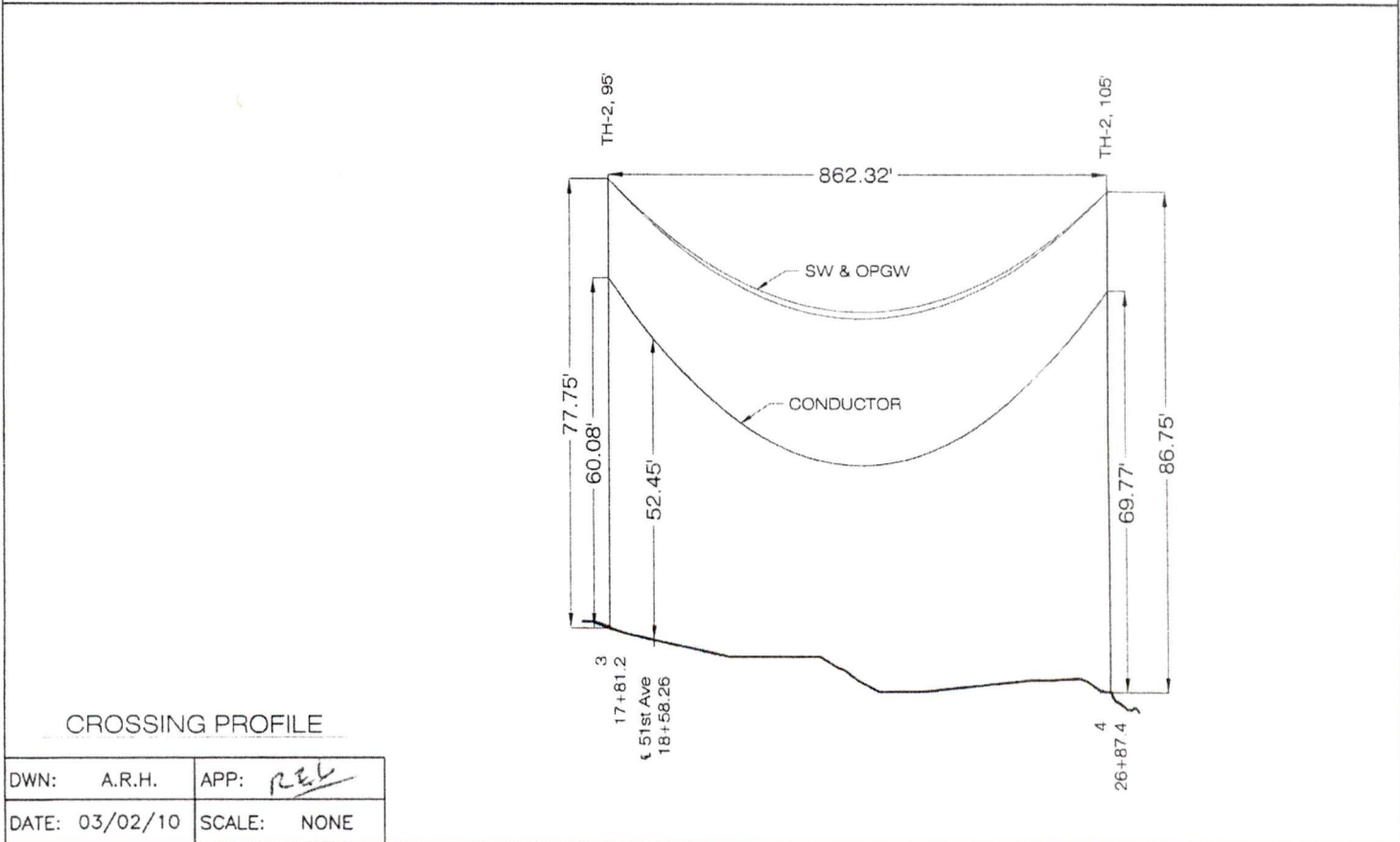
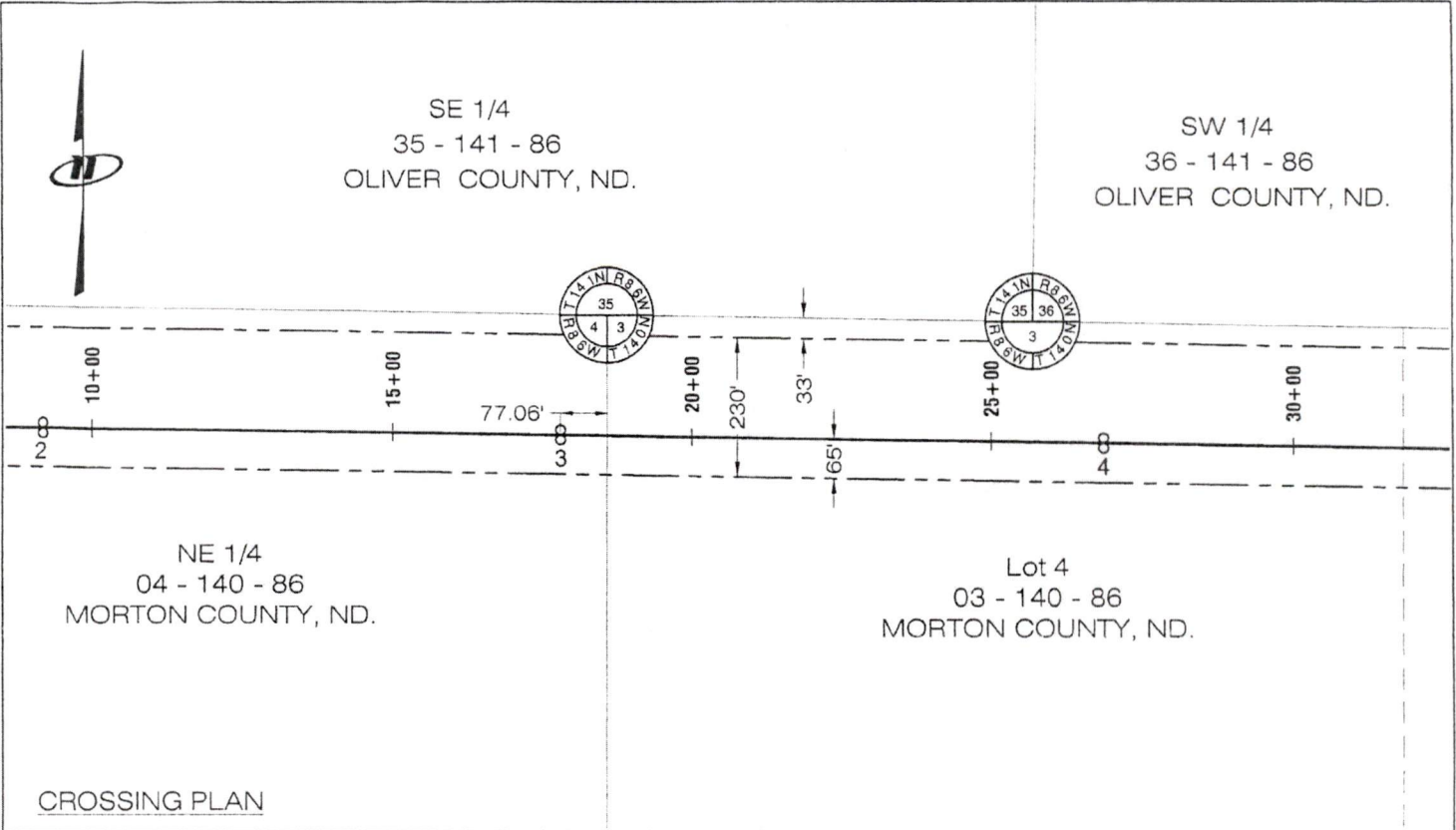
ADDITIONAL CONDITIONS FOR APPROVAL: \_\_\_\_\_

Project Manager  
APPLICANT TITLE Bison I Wind Project  
MA  
FIELD INSPECTION \_\_\_\_\_ DATE \_\_\_\_\_


ACCEPTANCE OF TERMS AND CONDITIONS:

[Signature] 3/15/2010  
APPLICANT ROBERT E. GULLICKS DATE  
APPROVAL: [Signature]  
COUNTY ROAD SUPERINTENDENT 04-28-10 DATE  
Engineer

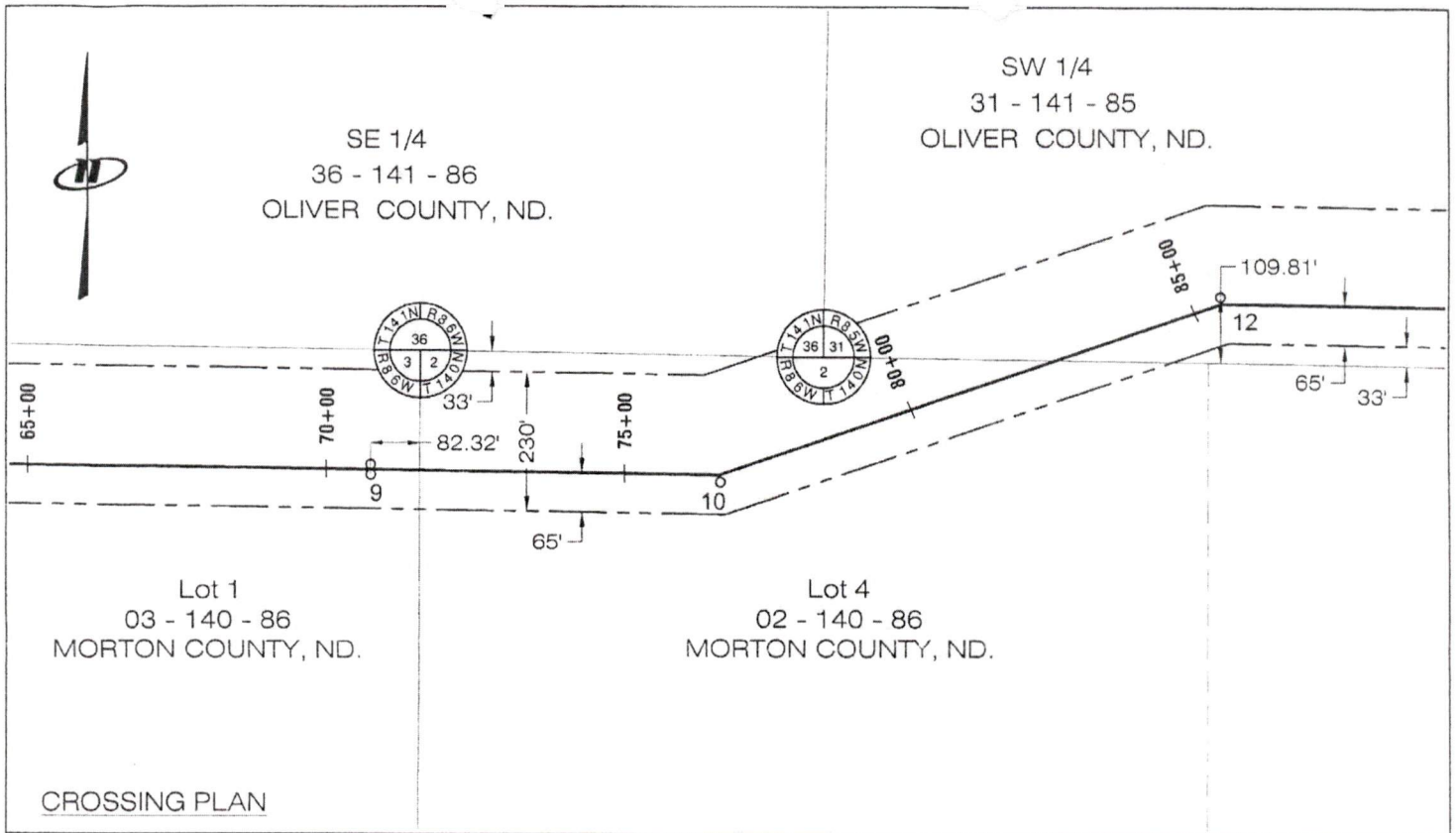
0070  
REV. 11-91, 4-93, 6-96, 11-96, 11-2001, 08-2007  
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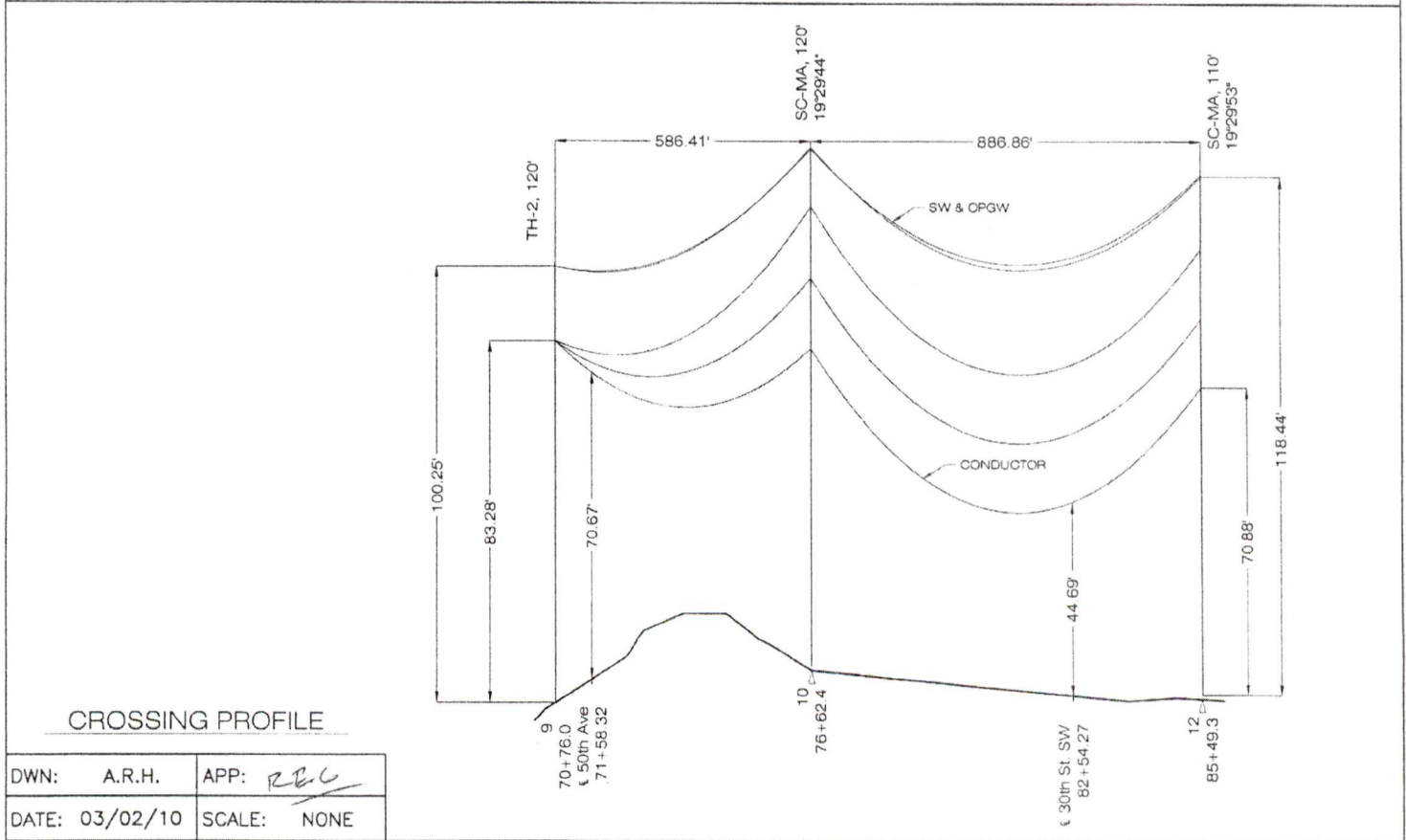
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|----------------|-----------------|
| DWN: A.R.H.    | APP: <i>REL</i> |
| DATE: 03/02/10 | SCALE: NONE     |

|  |   |                   |                |
|--|---|-------------------|----------------|
| <br>minnesota power | 230KV BISON - SQUARE BUTTE LINE NO. 84<br>OVERHEAD COUNTY HIGHWAY UTILITY CROSSING<br>SECTION 03 & 04 - TOWNSHIP 140N - RANGE 86W | Rev. 0            | Date: 03-02-10 |
|  |   | <h1>MA-32911</h1> |                |

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| FILE: \\P\projects\CADD\private\files2\XMSN\MA-\MA-32911.dwg | CODE  |      |      |
|  | T140N | R86W | 0003 |



CROSSING PLAN



CROSSING PROFILE

|                |                 |
|----------------|-----------------|
| DWN: A.R.H.    | APP: <i>RBC</i> |
| DATE: 03/02/10 | SCALE: NONE     |



230KV BISON - SQUARE BUTTE LINE NO. 84  
 OVERHEAD COUNTY HIGHWAY UTILITY CROSSING  
 SECTION 02 & 03 - TOWNSHIP 140N - RANGE 86W

Rev. 0 Date: 03-02-10

MA-32912

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| CODE  |      |      |
| T140N | R86W | 0002 |