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PUBLIC SERVICE COMMISSION

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Bismarck, ND 58501

March 22, 2011

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Daniel S. Kuntz  
MDU Resources Group, Inc  
P.O. Box 5650  
Bismarck, ND 58502-5650

In re: Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc.  
230 kV Transmission Line – McIntosh & Dickey County  
Siting Application  
Case No.: PU-10-164

Dear Mr. Kuntz:

Enclosed please find Certification Relating to Order Provisions and Tree and Shrub Mitigation Specifications. Please have an appropriate representative review and sign the Certification prior to the hearing in this matter and return it to the undersigned. You can also provide the original signed certification to me at the hearing if you prefer. Please contact me if you wish to discuss this matter further.

Respectfully,

MITCHELL D. ARMSTRONG  
Special Assistant Attorney General for  
Public Service Commission

Sheldon A. Smith\*  
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sif  
enclosures  
cc: Patrick Fahn (w/ enc.)

Kuntz.1

\* Licensed in North Dakota

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• Licensed in South Dakota

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27 PU-10-164 Filed: 3/23/2011 Pages: 8  
Letter enclosing certification relating to order  
provisions

Public Service Commission

Mitchell Armstrong, Special Assist. AG

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

**Montana-Dakota Utilities Co., a Division of MDU  
Resources Group, Inc.  
230 kV Transmission Line – McIntosh & Dickey Cty  
Siting Application**

**Case No. PU-10-164**

**CERTIFICATION RELATING TO ORDER PROVISIONS - TRANSMISSION FACILITY  
SITING**

I am \_\_\_\_\_, a representative of Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (MDU) with authority to bind MDU to requirements to be set forth by the Commission in its Order and I certify the following:

1. MDU understands and agrees that any Certificate of Corridor Compatibility or Route Permit issued by the Commission will be subject to the conditions and criteria set forth in Chapter 49-22 of the North Dakota Century Code and Chapter 69-06-08 of the North Dakota Administrative Code, and that MDU shall be responsible for compliance with this order and conditions and criteria set forth in the applicable laws and rules.
2. MDU agrees to hold a preconstruction conference prior to commencement of any construction, which must include a MDU representative, its construction supervisor, and a representative of Commission Staff, to ensure that MDU fully understands the conditions set forth in the Commission's order.
3. MDU agrees to comply with the rules and regulations of all other agencies having jurisdiction over any phase of the transmission facility including all city, township, and county zoning regulations.
4. MDU understands and agrees that it shall obtain all other necessary licenses and permits, and shall provide copies of all licenses and permits to the Commission prior to construction activity associated with the transmission facility that requires said license or permit.
5. MDU agrees to inform the Commission of its intent to start construction on the transmission facility prior to the commencement of construction. Once construction has started, MDU shall keep the Commission updated on construction activities on a weekly basis.
6. MDU understands and agrees that any Certificate of Corridor Compatibility or Route Permit issued by the Commission is subject to suspension or revocation and

may, in an appropriate and proper case, be suspended or revoked for failure to comply with the Commission's order, the conditions and criteria of the certificate or subsequent modification, or failure to comply with the applicable statutes, rules, regulations, standards, and permits of other state or federal agencies.

7. MDU agrees to maintain records that will demonstrate that it has complied with the requirements of the Commission's order issuing a Certificate of Corridor Compatibility or Route Permit, and that it will preserve these records for Commission inspection at any reasonable time upon reasonable notice.
8. MDU agrees to construct and operate the transmission facility in the manner described in MDU's application, in any late filed exhibits and supplemental materials, and in accordance with all applicable safety requirements.
9. MDU agrees to report promptly to the Commission the presence in the permit area of any critical habitat or threatened species, endangered species, bald eagles, or golden eagles of which MDU becomes aware and which were not previously reported to the Commission.
10. MDU understands and agrees that all cultural resource mitigation plans must be submitted to the North Dakota State Historic Preservation Office and approved prior to the start of any fieldwork and construction activity in the affected area.
11. MDU 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.
12. MDU understands and agrees that all buried facility crossings of graded roads must be bored unless the responsible governing agency specifically permits MDU to open cut the road.
13. MDU understands and agrees that all pre-existing township and county roads and lanes used during construction must be repaired or restored to a condition that is equal to or better than the condition prior to the construction of the transmission facility and that will accommodate their previous use, and that areas used as temporary roads or working areas during construction must be restored to their original condition.
14. MDU understands and agrees that construction must be suspended when weather conditions are such that construction activities will cause irreparable damage to

roads or land, unless adequate protection measures approved by the Commission are taken.

15. MDU 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.
16. MDU understands and agrees that its obligation for reclamation and maintenance of the right-of-way will continue throughout the life of the transmission facility.
17. MDU 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.
18. MDU understands and agrees that its obligation for reclamation and maintenance of the transmission facility, associated facilities, and roadways will continue throughout the life of the transmission facility.
19. MDU agrees to comply with the Tree and Shrub Mitigation Specifications, attached.
20. MDU understands and agrees that it shall work with landowners and residents to mitigate any increase in television and residential radio interference that results from the route of the transmission facility.
21. MDU understands and agrees that it shall repair or replace all fences and gates removed or damaged during all phases of construction and operation of the transmission facility.
22. MDU understands and agrees that it shall repair or replace all broken or damaged drainage tile during all phases of construction and operation of the transmission facility.
23. MDU understands and agrees that staging areas or equipment shall not be located on land owned by a person other than MDU unless otherwise negotiated with landowners.
24. MDU understands and agrees that it shall remove all waste that is a product of construction and operation, restoration, and maintenance of the site, and properly dispose of it on a regular basis.

25. MDU understands and agrees that it shall, as soon as practicable upon the completion of the construction of the transmission facility, restore the area affected by the activities to as near as is practicable to the condition as it existed prior to the beginning of construction.
26. MDU understands and agrees that it shall provide any necessary safety measures for traffic control or to restrict public access to the transmission facility.
27. MDU understands and agrees that it shall advise the Commission of any extraordinary events which take place at the site of the transmission facility, including injuries to any person, or the death of any threatened or endangered species on the site within five business days of such event.
28. MDU understands and agrees that it shall advise the Commission of the discovery of a large number of dead birds or bats on the site within five business days of such event.
29. MDU understands and agrees that it shall implement a procedure for how complaints concerning the transmission facility will be handled by MDU.
30. Upon request, MDU agrees to provide the Commission with engineering design drawings of the transmission facility prior to construction.
31. MDU understands and agrees that it shall inform the Commission in writing of any modifications to the transmission facility or of any plans to modify the site plan for the transmission facility. MDU understands and agrees to obtain written approval from the Commission prior to any additions or modifications to the site plan for the transmission facility. Approval may be granted after notice and opportunity for hearing.
32. MDU agrees to provide the Commission with both an electronic and a paper copy of the design specifications for the construction of the transmission facility showing the location of the transmission facility as built, and will provide this information within three months of the completion of the construction. MDU also agrees to provide an electronic version of the as-built facility design specifications that can be imported into ESRI GIS mapping software within 3 months of the completion of the construction. This electronic map data must be referenced to the North Dakota coordinate system of 1983, North and/or South zones US Survey feet (NAD 83) UTM Zone 13N or 14N feet (NAD 83), or geographic coordinate system (WGS 84) feet. The vertical data must be in the appropriate vertical datum for the coordinate system used. All submissions must specify the datum in which the data was developed.

- 33. MDU understands and agrees that the authorizations granted by any Certificate of Corridor Compatibility or Route Permit issued by the Commission for the transmission facility are subject to modification by order of the Commission if deemed necessary to protect further the public or the environment.
- 34. MDU understands and agrees that in the event MDU desires to construct, within any corridor granted by a Certificate of Corridor Compatibility in this proceeding, a new transmission facility that was not included in MDU's application in this proceeding, MDU shall apply to the Commission for a Route Permit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

MONTANA-DAKOTA UTILITIES CO.

By \_\_\_\_\_

Its \_\_\_\_\_

## STATE OF NORTH DAKOTA

### PUBLIC SERVICE COMMISSION

Montana-Dakota Utilities Co., a Division of MDU  
Resources Group, Inc.  
230 kV Transmission Line – McIntosh & Dickey Cty  
Siting Application

Case No. PU-10-164

### Tree and Shrub Mitigation Specifications

#### Inventory

1. Trees and shrubs anticipated to be cleared, including those that are considered invasive species or noxious weeds (e.g., *Caragana arborescens*, *Elaeagnus angustifolia*, *Rhamnus cathartica*, *Tamarix chinensis*, *T. parviflora*, *T. ramosissima*, *Ulmus pumila*), shall be inventoried before cutting. The inventory shall record the location, number, and species of trees and shrubs.
2. In windbreaks, shelterbelts, and other planted areas, trees or shrubs anticipated to be cleared, regardless of size, shall be inventoried for replacement.
3. In native growth areas, trees anticipated to be cleared that are 1-inch diameter at breast height (dbh) or greater shall be inventoried for replacement.
4. In native growth areas, shrubs anticipated to be cleared in the permanent right-of-way shall be inventoried for replacement.
5. In native growth areas outside the permanent right-of-way, shrubs shall be cut flush with the surface of the ground, taking care to leave the naturally occurring seed bank and root stock intact. If soil disturbance is necessary, the native topsoil shall be preserved and replaced after construction. Shrubs shall be allowed to regenerate naturally where native topsoil is preserved and replaced. Where native topsoil is not preserved and replaced, shrubs anticipated to be cleared shall be inventoried for replacement.
6. In native growth areas, trees and shrubs may be inventoried by actual count or by sampling method that will properly represent the woody vegetation population. A sampling plan developed by the company, filed with the North Dakota Public Service Commission (Commission), and approved prior to the start of construction shall define the sampling method to be used for trees, for tall shrubs and for low shrubs. The data from the sample plots shall be extrapolated to the total acreage of the wooded area to be cleared to determine the species and quantity of trees and shrubs to be replaced.

## **Clearing for Construction**

7. Trees and shrubs shall be selectively cleared, leaving mature trees and shrubs intact where practical.
8. The width of clear cuts through windbreaks, shelterbelts and all other wooded areas shall be limited to 50 feet or less unless otherwise approved by the Commission.
9. If the area of trees or shrubs actually cleared differs from the area inventoried, the difference in number of trees and shrubs to be replaced shall be noted on the inventory.

## **Replacement**

10. Prior to replacement, documentation identifying the number and variety of trees removed as well as the mitigation plan for the proposed number, variety, type, location and date of replacement plantings shall be filed with the Commission for approval.
11. Tree replacement shall be on a 2 to 1 basis with 2-year-old saplings. Shrub replacement shall be on a 2 to 1 basis with stem cuttings.
12. Trees and shrubs shall be replaced by the same species or similar species, except in the case of invasive species or noxious weeds, suitable for North Dakota growing conditions as recommended by the North Dakota Forest Service.
13. Landowners shall be given the option of having replacement trees or shrubs planted off the right-of-way on the landowner's property or waiving that requirement in writing and allowing those replacement trees or shrubs to be planted at alternative locations.
14. At the conclusion of the project, documentation identifying the actual number, variety, type, location, and date of the replacement plantings shall be filed with the Commission.
15. Tree and shrub replacements shall be inspected once a year for three years, on or about the anniversary of the plantings, and, on or shortly before October 1 of each year, a report shall be submitted to the Commission documenting the condition of replacement planting and any woodlands work completed. If after three years from the anniversary of the plantings the survival rate is less than 75%, the Commission may order additional planting(s).