

July 13, 2018

VIA E-MAIL AND FEDERAL EXPRESS

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



RE: Meadowlark Wind I LLC's Application for a Certificate of Site Compatibility for the New Frontier Wind Energy Project in McHenry County, North Dakota Case No. PU-11-69

Dear Mr. Nitschke:

In accordance with Certification Provision No. 3 attached to the North Dakota Public Service Commission's ("Commission") May 10, 2017 Order of Continuing Suitability for the New Frontier Wind Energy Project, Meadowlark Wind I LLC provides two (2) copies of North Dakota Department of Transportation Utility Occupancy Application and Permit.

A copy of this letter is also enclosed. Electronic copies of this letter and the above-referenced document were filed with the Commission today via e-mail.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Mollie M. Smith".

MOLLIE M. SMITH

MMS/ms
Enclosures

cc: Jerry Lein (via e-mail – w/o encl.)
Todd Hartleben (via e-mail – w/o encl.)
Chad Tucker (via e-mail – w/o encl.)

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Attorneys & Advisors
main 612.492.7000
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fredlaw.com

Fredrikson & Byron, P.A.
200 South Sixth Str
Minneapolis, Minne:
55402-1425

137

PU-11-69

Filed: 7/13/2018

Pages: 9

Letter enclosing copies of NDDOT Utility Occupancy Application and Permit

Meadowlark Wind I LLC

Mollie Smith, Fredrikson&Byron, P.A.

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (6-2016)

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 42332	Contract Number 64181098	District Tracking Number 15-18
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APPLICANT INFORMATION

Authorized Utility Agent (must be same as signatory for permit)

Company Name Meadowlark Wind I LLC	Contact Name Christopher L. Kopecky	Telephone Number 617-274-7706
Mailing Address Street #1200-10423, 101 St NW	City Edmonton	State AB
	ZIP Code T5H 0E9	Email Address ckopecky@capitalpower.com

Preparer - Consultant

Company Name Blattner Energy, Inc.	Contact Name Jeremy Moore	Telephone Number 320-241-0063
Mailing Address 392 County Road 50	City Avon	State MN
	ZIP Code 56310	Email Address jmoore@blattnerenergy.com

Utility Contractor

Company Name Blattner Energy, Inc.	Contact Name Jeremy Moore	Telephone Number 320-241-0063
Mailing Address 392 County Road 50	City Avon	State MN
	ZIP Code 56310	Email Address jmoore@blattnerenergy.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Underground collection cables		
Size of Facility 100 MW	Number of Cables 3	Length of Down Guys
Pipeline Pressure	Size of Casing 8" HDPE	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

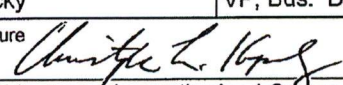
TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before:

Date 10/01/2018

See page 2 for additional Terms and Conditions.

APPROVAL

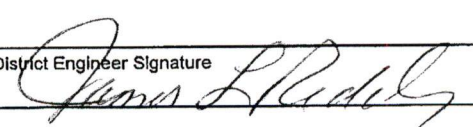
Company Name (Utility Agency) Meadowlark Wind I LLC	Authorized Utility Agent Name (Type or Print) Christopher L. Kopecky	Authorize Agent Title VP, Bus. Development & Commercial
Date July 3, 2018	Authorized Agent's Signature 	

To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

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.

NDDOT Approved Date 7/9/2018

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) James L. Redding	District Engineer Signature 
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- (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 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) 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.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (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. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (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 Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

District Tracking Number 15-18

Please attach detail location map for each Utility Location. Use multiple utility locations when changing lateral offsets.

Highway Number 41		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. ND Hwy 53		Direction (N, S, E, W) North	Approximate Miles From 4.05	Begin		End		
Begin	Reference Marker 62	Direction (N, S, E, W) North	Longitudinal Offset (feet) 468	Location Number 1	Reference Pt 62	Offset 0.0886	Reference Pt	Offset
	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Reference Marker		Direction (N, S, E, W)	Longitudinal Offset (feet)	
End	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)		

Highway Number 41		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. ND Hwy 53		Direction (N, S, E, W) North	Approximate Miles From 2.62	Begin		End		
Begin	Reference Marker 61	Direction (N, S, E, W) South	Longitudinal Offset (feet) 1547	Location Number 2	Reference Pt 60	Offset 0.7052	Reference Pt	Offset
	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Reference Marker		Direction (N, S, E, W)	Longitudinal Offset (feet)	
End	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)		

Highway Number 41		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. ND Hwy 53		Direction (N, S, E, W) North	Approximate Miles From 1.51	Begin		End		
Begin	Reference Marker 60	Direction (N, S, E, W) South	Longitudinal Offset (feet) 2135	Location Number 3	Reference Pt 59	Offset 0.5468	Reference Pt	Offset
	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Reference Marker		Direction (N, S, E, W)	Longitudinal Offset (feet)	
End	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)	Direction From Centerline (N, S, E, W)		Lateral Offset (feet)		

UTILITY PERMIT REGULATIONS

Facility Owner **MUST** review **ALL** requirements and is responsible for ensuring they are followed.

THE POLICY FOR ACCOMMODATION OF UTILITIES ON STATE HIGHWAY RIGHT-OF-WAY MANUAL can be obtained online at:

<http://www.dot.nd.gov/manuals/environmental/policy-utilities-state-row.pdf>

NDDOT, Minot District would like all applicants made aware of our permit conditions, some of which are as follows:

- The utility work location will be inspected for compliance with all conditions attached to the permit.
- 48 hour notice before starting the work is required. Call 857-6925 and indicate permit number and date to start.
- Open trenches, pits and material stockpiles are not allowed within safety clear zone, typically 30' from edge line.
- Open trenches, pits and material stockpiles must be barricaded if left unattended.
- Compaction of any disturbed soil is required (except topsoil) for backfilling trenches and pits. Backfilling shall be tamped in 6 inch maximum layers. Any future settling shall be repaired by the facility owner.

Erosion and Sediment Control

Erosion control measures are required for **ANY** soil disturbance.

Compliance with the Clean Water Act is mandatory and is the responsibility of the facility owner.

Erosion control measures must be implemented in order to prevent sediment runoff into waterways, lakes, wetlands, etc. Appropriate erosion control devices must be placed **before work starts**. The surface area disturbed by utility installations or relocations must be kept to a minimum.

Disturbed Areas

Within 30 days after installation, maintenance, or removal of utility facilities within highway right-of-way, all scars must be removed and the disturbed areas restored to their original condition and reseeded or re-sodded as specified in the permit. The class of seed and the amounts to be used shall be appropriate to provide proper vegetative cover. The applicant shall be responsible for maintaining the disturbed areas and erosion control measures until the grass has achieved 70% of the preexisting vegetative cover. After 70% cover is achieved, the erosion control measure shall be removed. Punched in straw mulching may be used to **stabilize** the area. If the area is not restored properly, the NDDOT may complete the restoration or hire a contractor and charge the facility owner.

Failure to comply with these or any of the permit conditions may result in requests being denied. If you have questions, contact us.

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.

Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. Open trenches and pits shall be barricaded if left unattended.

Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.

The buried electrical cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.

Splice pits, risers, and other above-ground facilities associated with the buried cable may be installed one (1) foot inside the highway right of way line.

On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.

The buried electrical cable shall be installed under surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.

Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.

The top of manholes installed within the right of way shall be flush with the existing ground line of the highway or surface of the street or approach.

For highway crossings, marker posts with warning signs, including the words, "WARNING - BURIED ELECTRICAL CABLE," shall be placed over the cable at the right of way line on each side of the highway at the cable crossing. An identification sign shall be placed on one of the marker posts and shall show the name, address, and telephone number of the Recipient. Buried cable installed along the highway shall be identified by marker posts with warning signs placed at the right of way line at least every 1,000 feet along the length of the installation.

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.

RM Consulted 2007
Revised 5-09





North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

June 5, 2018

Meadowlark Wind I LLC
Street #1200-10423, 101 St NW
Edmonton AB T5H 0E9

UTILITY PERMIT – Underground cable
4-041-062.0886—Across (\$100)
4-041-060.7052—Across (\$50)
4-041-059.5486⁶⁸ -- Across (\$50)

The Utility Occupancy Application and Permit form you submitted to the DOT for consideration is attached. An authorized agent, of the owner of the permit, must sign and date the permit.

Owner will keep in force approved insurance complying with Risk Management.

Please return the original signed, dated permit and \$150.00 in payment to the address below.

JAMES L. REDDING, PE
NDDOT MINOT DISTRICT ENGINEER

Attachments
File