

September 6, 2013

Executive Secretary
ND Public Service Commission
State Capitol Building
Bismarck, ND 58505

Re: Heskett Station Natural Gas Pipeline
Case No. PU-11-680

Montana-Dakota Utilities Co. (Montana-Dakota), a Division of MDU Resources Group, Inc., herewith respectfully electronically files copies of the following licenses and permits as required by the Certification Relating to Order Provisions – Transmission Facility Siting; Section 4:

- U.S. Army Corps of Engineers Jurisdictional Determination – Section 404 Review
- U.S. Bureau of Reclamation – License Agreement
- N.D. Department of Health
 - Stormwater Permit
 - Discharge Permit
- Burlington Northern Santa Fe Railway (BNSF) – Pipeline License
- N.D. Department of Transportation – Utility Crossing Permits
- Morton County
 - Road Crossing Permit – 38th Street
 - Building Permit – 54th Street
 - Approach Permit – 54th Street
- City of Mandan – Building Permit for 38th Street
- Misc. Notification Responses from Mor-Gran-Sou Electric

If you have any questions, please contact me at 701-222-7856 or tamie.aberle@mdu.com.

Sincerely,



Tamie Aberle
Director of Regulatory Affairs

U.S. Army Corps of Engineers

Jurisdictional Determination –

Section 404 Review



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
1513 SOUTH 12TH STREET
BISMARCK ND 58504-6640

August 2, 2013

North Dakota Regulatory Office

[NWO-2011-2748-BIS]

Mr. Shawn Williams
ProSource Technologies, LLC
9219 East River Road NW
Minneapolis, Minnesota 55433

Dear Mr. Williams:

This letter is in reference to your July 29, 2013 letter regarding the proposed Montana-Dakota Utilities Company's proposed Heskett Station Natural Gas Pipeline Project. The Corps recently completed a jurisdictional determination for the pipeline corridor that included review of 26 wetland sites. The proposed pipeline is located within several Sections, Townships 136, 137, 138 and 139 North, Range 81 and 82 West, Morton County, North Dakota.

Based on the information that was provided in your letter, the 9 sites that were determined to be jurisdictional waters of the United States, sites 1, 2, 8, 13, 14, 16, 17, 21 and 24, will be crossed by horizontal directional drill method. Since the proposed pipeline project would not result in the discharge of dredge or fill material into jurisdictional waters of the United States, we have determined that the project is not subject to DA regulatory authorities. Therefore, as currently proposed no permit, pursuant to Section 404 of the Clean Water Act, is required from the Corps of Engineers.

Although a DA permit will not be required for the project, this does eliminate the need to obtain any other applicable Federal, State, Tribal, or local approvals that may have regulatory jurisdiction over this project.

If you have any questions regarding this determination or jurisdiction, please feel free to contact Mr. Jason Renschler of this office at telephone number (701) 255-0015 and reference project number **NWO-2011-2748-BIS**.

Sincerely,

Daniel Cimarosti
Regulatory Program Manager
North Dakota Regulatory Office

9219 East River Road NW
Minneapolis, MN 55433
Phone 763-786-1445
Fax 763-786-1030
www.prosourcetech.com

July 29, 2013

Mr. Jason Renschler
U.S. Army Corps of Engineers
North Dakota Regulatory Office
1513 South 12th Street
Bismarck, North Dakota 58504

Subject: Montana-Dakota Utilities Co. – Heskett Station Natural Gas Pipeline Project
Confirmation of No Section 404 Permit Required
[NWO-2011-2748-BIS]

Dear Mr. Renschler:

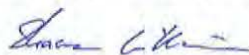
ProSource received the approved Jurisdictional Determination (JD) for the aforementioned project (attached). Thank you for providing this documentation. After review of the approved JD, Montana-Dakota Utilities Co. (Montana-Dakota) has determined that no impacts to jurisdictional wetlands, as identified in the JD, will occur as a result of the project. Montana-Dakota will cross the pipeline underneath wetland Sites 1, 2, 8, 13, 14, 16, 17, 21, and 24 using the horizontal directional drill (HDD) method.

Because no impacts to jurisdictional wetlands will occur, Montana-Dakota has determined that a Section 404 Clean Water Act permit is not required. Accordingly, Tribal consultation is not required, and Section 7 compliance of the Federal Endangered Species Act is not required because a Federal Action (issuing a Section 404 permit) is not occurring.

Montana-Dakota requests concurrence from the U.S. Army Corps of Engineers- North Dakota Regulatory Office (COE) for the statements in the aforementioned paragraph, and that the project construction is approved to proceed, in regards to COE review.

If you have questions or require additional information, please contact me at swilliams@prosourcetech.com or 763-786-1445.

Sincerely,
ProSource Technologies, LLC.



Shawn Williams
Wetland/Permitting Specialist

Attachments:

- Wetland Summary Table
- Approved Jurisdictional Determination Form

cc: David Yexley, Montana-Dakota Utilities Co.
Dave Hennen, ProSource Technologies, LLC.

Final

Heskett Station Natural Gas Pipeline Project Wetland Summary Table- Updated 7/29/2013

All Sites in Yellow Highlight must be avoided and crossed via Horizontal Directional Drill (HDD)!

Site* No.	Wetland Type	Wetland Location (Lat/Long)	Soil Type	NWI	Proposed Crossing Method/Impact?	Temporary Impact (acres)	Dominant Plants at Data Plot	Approx. Linear Feet Crossed For HDD (subject to MDU Engineering Measurements)	Isolated? Y/N **
Site 1	Depression/Swale	46.864663/ -100.890086	Water	No	Directional Bore/ Avoid	0.00	common reed grass, narrow-leaved cattail	450	N
Site 2	Depression/Swale	46.864005/ -100.906081	Dogtooth- Janesburg- Cabba complex	No	Directional Bore/ Avoid	0.00	Pointed broom sedge, common spike-rush	1432	N
Site 3	Depression	46.873186/ -100.930901	Dogtooth- Janesburg- Cabba complex	No	Trench/Temporary	0.06	Foxtail-Barley		Y
Site 4	Ravine	46.868577/ -100.928258	Dogtooth- Janesburg- Cabba complex	No	Trench/Temporary	0.31	Green ash, Twinsisters, Bluejoint, Yellowcress		Y
Site 5	Depression/Swale	46.870003/ -100.929337	Dogtooth- Janesburg silt loams	No	Trench/Temporary	0.06	Foxtail-Barley, Bluejoint, Pointed broom sedge, bulrush		Y
Site 6	Depression/Swale	46.876070/ -100.947105	Farland silt loam	No	Trench/Temporary	0.35	Foxtail-Barley		Y
Site 7	Depression/Swale	46.874073/ -100.980117	Lawther silty clay	No	Trench/Temporary	0.18	Brome		Y
Site 8	Ravine	46.857289/ -100.980215	Flasher-Vebar- Parshall Complex	No	Directional Bore/ Avoid	0.00	Green ash, mint, manna grass	750	N
Site 9	Ravine	46.798885/ -100.985563	Flasher-Vebar- Parshall Complex	No	Trench/Temporary	0.29	Bur oak, Green ash, common buckthorn, Fowl Blue grass, Devil's Pitchfork, Red-Root		Y
Site 10	Depression/Swale	46.781961/ -100.985822	Belfield- Daglum silt loams	No	Avoid	0.00	Broad-leaved cattail, Rough-Fruit amaranth		N/A- outside

Site* No.	Wetland Type	Wetland Location (Lat/Long)	Soil Type	NWI	Proposed Crossing Method/Impact?	Temporary Impact (acres)	Dominant Plants at Data Plot	Approx. Linear Feet Crossed For HDD (subject to MDU Engineering Measurements)	Isolated? Y/N **
Site 11	Depression/Swale	46.774660/ -100.985538	Belfield-Daglum silt loams	No	Avoid	0.00	American plum, Foxtail-Barley, common spike rush		N/A- outside
Site 12	Depression/Swale	46.773649/ -100.985521	Regent-Savage silty clay loams	No	Avoid	0.00	Foxtail-Barley, common spike rush		N/A- outside
Site 13	Depression/Swale	46.762469/ -100.985373	Arnegard loam	No	Directional Bore/ Avoid	0.00	Willow spp., Yellow cress, Broad-Leaf Cat-Tail, common spike rush, Turion duckweed.	611	N
Site 14	Tributary/ Swale	46.762469/ -100.985373	Ekalaka-Lakota fine sandy loams	PEMA	Directional Bore/ Avoid	0.00	Hard-stem club rush, common spike rush,	1250	N
Site 15	Depression/Swale	46.748985/ -100.985613	Daglum-Rhoades complex	PEMC	Trench/Temporary	0.08	Broad-Leaf Cat-Tail, Creeping Meadow-Foxtail		Y
Site 16	Depression/Swale	46.744036/ -100.985012	Williams-Zahl loams	PEMC/PABFh	Directional Bore/ Avoid	0.00	Juncus spp., Foxtail Barley	900	N
Site 17	Unnamed Tributary	46.729764/ -100.983999	Daglum-Rhoades complex	No	Directional Bore/ Avoid	0.00	Reed Canary grass, Common spike rush	57	N
Site 18	Forested Ephemeral Depression	46.729017/ -100.983440	Daglum-Rhoades complex	No	Avoid	0.00	Eastern cottonwood, sedge spp., common spike rush, Freshwater Cord Grass		N/A- outside
Site 19	Depression/Swale	46.693120/ -100.984622	Ekalaka-Lakota fine sandy loams	No	Trench/Temporary	0.43	Curly dock, Hard-stem club rush		Y
Site 20	Depression	46.680114/ -100.983764	Belfield-Daglum silt loams	No	Avoid	0.00	Elymus spp., Foxtail-Barley		N/A- outside

Site* No.	Wetland Type	Wetland Location (Lat/Long)	Soil Type	NWI	Proposed Crossing Method/Impact?	Temporary Impact (acres)	Dominant Plants at Data Plot	Approx. Linear Feet Crossed For HDD (subject to MDU Engineering Measurements)	Isolated? Y/N **
Site 21	Little Heart River (WOUS)	46.648516/-100.983654	Rhoades-Slickspots-Daglum complex	No	Directional Bore/Avoid	0.00	Alfalfa	95	N
Site 22	Oxbow/Depression	46.644749/-100.983877	Daglum-Rhoades complex	No	Trench/Temporary	0.66	Sedge spp., Foxtail-Barley, Red Fescue		Y
Site 23	Oxbow/Depression	46.632102/-100.983240	Rhoades-Slickspots-Daglum complex	No	Avoid	0.00	Tussock sedge, Freshwater Cord Grass		N/A-outside
Site 24	Heart River (WOUS)	46.831889/-100.976376	Banks loamy fine sand	R2UBG	Directional Bore/Avoid	0.00	Eastern cottonwood	1,070	N
Site 25	Ephemeral Depression	46.778702/-100.985801	Belfield-Daglum silt loams	No	Avoid	0.00	Foxtail-Barley		N/A-outside
Site 26	Ephemeral Depression	46.774779/-100.988731	Belfield-Daglum silt loams	No	Avoid	0.00	Foxtail-Barley, Lady's Thumb		N/A-outside
						2.42 (Temporary, Non-COE Jurisdictional)			

WOUS – “Waters of the U.S.”

*Number assigned by ProSource during wetland delineations.

** Isolated is based on professional judgment in the field and review of data sources listed in Section 3. The COE makes all final jurisdictional determinations. Isolated applies to a lack of hydrological connection to a “Waters of the U.S.”

U.S. Bureau of Reclamation

License Agreement

Transmission Line Crossing

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

LICENSE AGREEMENT

Bismarck-Medora 230-kV Transmission Line

NW1/4 of Section 12,
Township 139 North, Range 82 West
5th Principal Meridian
Morton County, North Dakota
Vicinity of Towers: 194/1 and 194/2
at approx. Sta. 10561+52

Bismarck-Medora 230-kV Transmission Line

NE1/4 of Section 8,
Township 139 North, Range 81 West
5th Principal Meridian
Morton County, North Dakota
Vicinity of Towers: 196/3 and 196/4
at approx. Sta. 10673+90

THIS LICENSE AGREEMENT, made this 29nd day of May, 2013, Montana-Dakota Utilities Co., a Division of MDU Resources Inc. whose address is: 400 North 4th Street, Bismarck, ND 58501, telephone 1-800-638-3278 and Option 1 (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

Western concurs that the **natural gas line** (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of Western's Bismarck-Medora 230-kV transmission line, if constructed in the manner and at the locations shown on Drawing/Exhibit(s), attached hereto and made a part hereof.

In consideration of Western's concurrence, the LICENSEE agrees to the following:

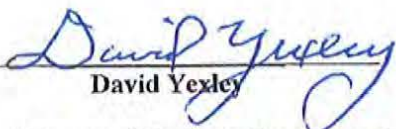
- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by Western. LICENSEE agrees to alter or relocate its FACILITY, at no cost to Western, to accommodate future modifications of Western's facilities, including but not limited to, upgrades of the transmission line.

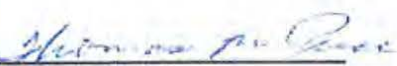
- (c) LICENSEE shall notify Western at least 10 days prior to commencing installation of the FACILITY to permit inspection by WESTERN; Contact Mr. Gerald Paulson at (701) 221-4531.
- (d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.
- (e) LICENSEE agrees to indemnify and hold harmless Western, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement. The Licensee, shall at its own expense, immediately notify Western by telephone of any damage(s) that occurs on the Licensed Premises and take corrective action to restore any damage(s) the occur.
- (f) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western.
- (g) The Licensee agrees to comply with all provisions and rules of the latest edition of the National Electric Safety Code applicable to the design and construction of the aforesaid FACILITY crossings.
- (h) The Licensee agrees to maintain at least 13 feet of clearance at all times based on maximum sag from any of Western's transmission line conductors, including placement of the FACILITY. If the Licensee is uncertain as to the clearance, they must contact Western for clarification before working under or near the transmission line.
- (i) In the event the Licensee's FACILITY restricts access along Western Area Power Administration's transmission line right-of-way, the Licensee, its successor and/or assigns, shall (at their own expense) grant the Western Area Power Administration or its successor and/or assigns rights of ingress and egress over and across any property owned by the Licensee or its successor for access to the transmission line easement. Licensee agrees to maintain reasonable and unrestricted access to Western's transmission line structures at all times.
- (j) Before operating construction equipment capable of contacting or approaching transmission line conductors within less than **Thirteen (13) feet**, the Licensee or his authorized representative agrees to obtain from the Western Area Power Administration a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.
- (k) That all or any part of this License may be terminated by the North Dakota Maintenance Manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure to the Licensee to use for any continuous 2-year period from the date of the license for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the Licensee in writing of his intention to suspend or terminate such grant 10 days from the date of the notice, stating the reasons therefore, unless prior to that time the Licensee completes such corrective actions as are specified in the notice.
- (l) That the Licensee shall not use or store hazardous waste, toxic or other chemicals on the Licensed Premises.
- (m) That the Licensee shall adequately mark the location of the buried FACILITY to show its location lying within Western's transmission line 125' wide (62.5 feet on each side of the centerline) right-of-way using visible permanent gas line markers/signs that include a valid telephone contact number for the Licensee.

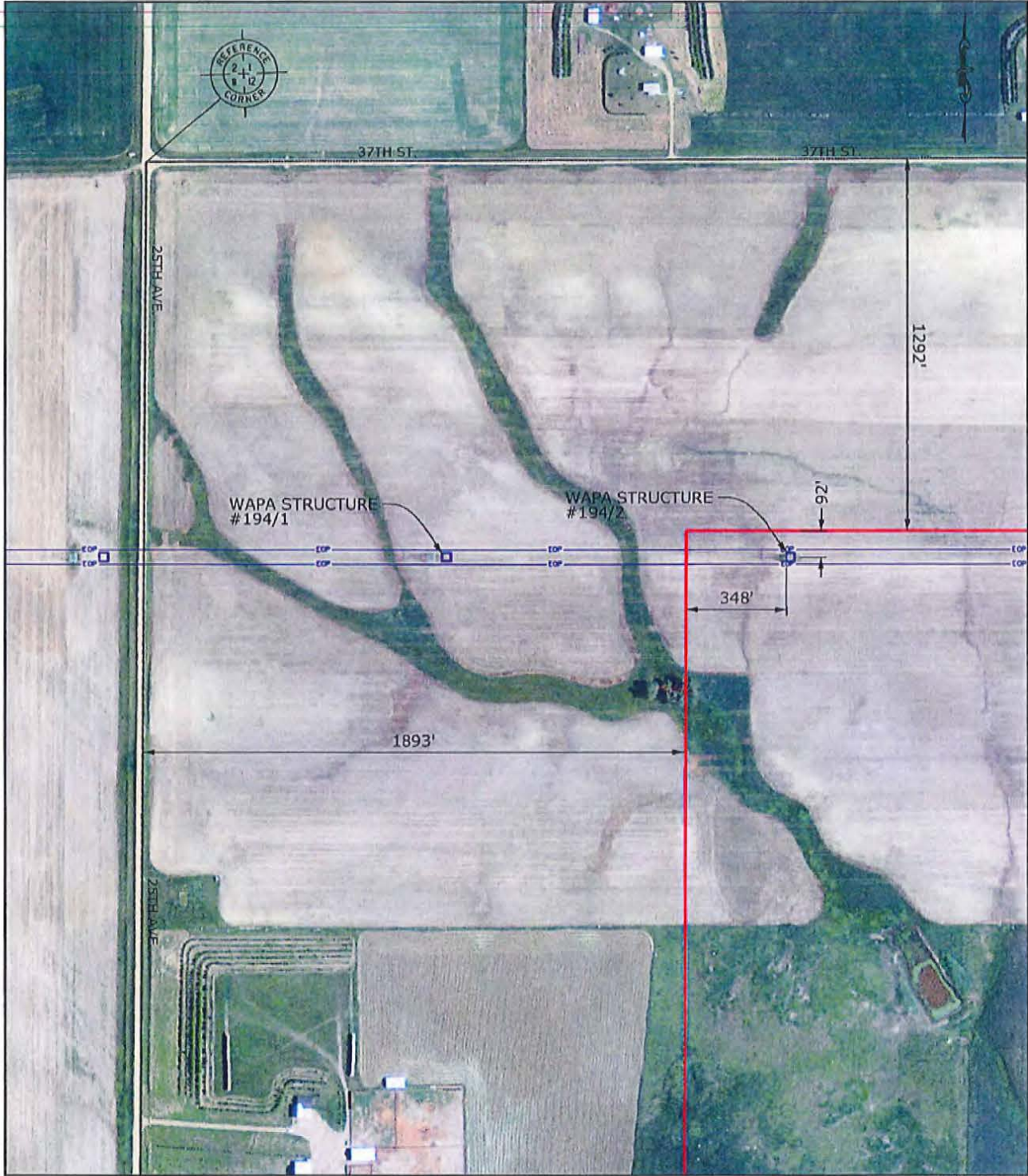
(n) That this License Agreement is not valid unless signed by the Licensee and Western.

LICENSEE
Montana-Dakota Utilities Co.,
A Division of MDU Resources, Inc.

THE UNITED STATES OF AMERICA
Western Area Power Administration

By: 
David Yexley
Title: Director of Business Development
And Special Projects

By: 
Thomas M. Price
North Dakota Maintenance Manager
PO Box 1173
Bismarck, ND 58502-1173



NOTE: THIS SKETCH IS NOT A SURVEY DRAWING. ALL DISTANCES AND BEARINGS ARE SCALED AND ARE APPROXIMATE.



LEGEND	
	PROPOSED PIPELINE
	EXISTING OVERHEAD POWERLINE
	EXISTING WAPA STRUCTURE

OVERHEAD POWERLINE CROSSING NW 1/4 SEC. 12, T139N, R82W MORTON CO., ND	
 MONTANA-DAKOTA UTILITIES CO. <small>A Division of MDU Resources Group, Inc.</small> <i>In the Community to Serve®</i>	 ProSource <small>TECHNOLOGIES, INC.</small>
DWG NO.:	EXHIBIT 01



NOTE: THIS SKETCH IS NOT A SURVEY DRAWING. ALL DISTANCES AND BEARINGS ARE SCALED AND ARE APPROXIMATE.



LEGEND	
	PROPOSED PIPELINE
	EOP EXISTING OVERHEAD POWERLINE
	EXISTING WAPA STRUCTURE

OVERHEAD POWERLINE CROSSING
NE 1/4 SEC. 12, T139N, R82W
MORTON CO., ND

 MONTANA-DAKOTA UTILITIES CO. <small>A Division of MDU Resources Group, Inc.</small> <i>In the Community to Serve®</i>	ProSource <small>TECHNOLOGIES, INC.</small>
	DWG NO.: EXHIBIT 02

N.D. Department of Health

Stormwater Permitting

Notice of Intent

SWPPP & SPCC

Discharge Permit

Dewatering/Hydrostatic Testing



**APPLICATION (NOTICE OF INTENT) TO OBTAIN
 COVERAGE UNDER NDPDES GENERAL PERMIT
 FOR STORMWATER DISCHARGES ASSOCIATED
 WITH CONSTRUCTION ACTIVITY (NDR10-0000)**
 NORTH DAKOTA DEPARTMENT OF HEALTH
 DIVISION OF WATER QUALITY
 SFN 19145 (01/10)

FOR DEPT. USE ONLY

Application No.

 Date Received

GENERAL INFORMATION

Name of Owner of Construction Project Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc.	Contact Person Name (Mr / Ms) David Yexley	Contact Phone No. 701-356-3765	
Mailing Address 400 North Fourth Street	City Bismarck	State/Province ND	Zip Code 58501
Name of Operator Working at Site (attach additional, if needed) Same as Above	Contact Person Name (Mr / Ms)	Contact Phone No.	
Mailing Address	City	State/Province	Zip Code

PROJECT INFORMATION

Name of Construction Project Heskett Station Natural Gas Pipeline			
Brief Description of Construction Activity Construction of a 10 inch diameter, approximately 24 mile long natural gas pipeline to provide natural gas to supply the gas requirements for the proposed 88-megawatt Simple Cycle Combustion Turbine associated with the proposed generating facility north of Mandan.			
Project Start Date July 2013	Estimated Completion Date December 2013	Estimated Total Area of Site (acres) 240	Estimated Area of Disturbance (acres) 240
Project Location	Street Address See Attached Location Map		City Mandan
	OR	Township Range Section NA ¼ NA ¼ NA ¼	County Morton
	Latitude Origin: 46°37'55.67"N Terminus: 46°51'52.24"N		Longitude Origin: 101°00'29.42"W Terminus: 100°53'08.03"W
Receiving Waters	Name of Municipal Storm Sewer System, Including Receiving Water		
	OR	Name or Description of Receiving Water Unnamed wetlands, the Heart River, the Little Heart River, the North Branch of the Little Heart River, and various tributaries of these rivers.	

Stormwater Pollution Prevention Plan (SWPPP) Requirements

Has a SWPPP been developed in accordance with Part II.C of NDR10-0000?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	STOP: A SWPPP must be prepared and available for review at the time of application. See Part I.D.2 of NDR10-0000 for submittal information.
SWPPP Contact (NDR10-0000, Part II.C.2.a) David Yexley P.E.	SWPPP Contact Phone No. 701-356-3765	SWPPP Location (NDR10-0000, Part III.B) Field office/construction trailer

Signature Information

RETURN COMPLETED APPLICATION TO: North Dakota Department of Health Division of Water Quality, 4 th Floor 918 East Divide Avenue Bismarck, ND 58501-1947 Telephone: (701) 328-5210 Fax: (701) 328-5200	I certify under penalty of law that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.	
	Printed Name of Owner(s) David Yexley	Title Project Manager
	Signature of Owner(s) <i>David Yexley</i>	Date 6/13/2013
	Printed Name of Operator(s) Same as Above	Title
	Signature of Operator(s)	Date

Storm Water Pollution Prevention Plan for Construction Activities

Montana-Dakota Utilities Co.

Heskett Station Natural Gas Pipeline



June 2013

ProSource
TECHNOLOGIES

Stormwater Pollution Prevention Plan

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APPENDICES

APPENDIX A	National Pollutant Discharge Elimination System and State Disposal System Permit No. NDR10-0000
APPENDIX B	Project Location Map
APPENDIX C	Typical Detail Drawings
APPENDIX D	Spill Prevention, Containment and Countermeasure Plan
APPENDIX E	Stormwater Inspection Form

INTRODUCTION

As a requirement of Montana-Dakota Utilities Company's (Montana-Dakota) North Dakota Pollutant Discharge Elimination System General Permit associated with stormwater discharges from construction activity, NDR10-0000 (Appendix A), Montana-Dakota has prepared this Storm Water Pollution Prevention Plan (SWPPP). The SWPPP identifies measures to be implemented during construction to control erosion and minimize sediment loss from areas of ground disturbance as a result of construction activities. The SWPPP and revisions are subject to review by the North Dakota Department of Health. This SWPPP applies only to those stormwater discharges authorized under the NDR10-0000.

1.0 PROJECT DESCRIPTION

Montana-Dakota proposes to construct an approximately 24-mile long, 10-inch diameter natural gas pipeline in Morton County, North Dakota (Appendix B). The pipeline will originate at a new Town Border Station (TBS) located northwest of the City of St. Anthony and ¼ mile west of the intersection of 54th Street and 26th Avenue. The pipeline will terminate at the proposed Natural Gas-Fired Power Plant, located approximately two miles north of Mandan.

The width of the majority of the Project right-of-way is proposed to be 85 feet. This right-of-way includes a 15-foot temporary workspace to be used during construction for material staging, work equipment and workspace and a 70-foot-wide permanent right-of-way. A portion of the route will have a 75-foot right-of-way, with 60-foot-wide permanent and 15 foot-wide temporary workspace. The pipeline will be buried to a depth of at least 48 inches from the ground surface to allow full use of the land for agricultural use after construction. The total surface disturbance will be approximately 240 acres.

Origin:

Latitude: 46°37'55.67"N

Longitude: 101°00'29.42"W

Terminus:

Latitude: 46°51'52.24"N

Longitude: 100°53'08.03"W

2.0 EXISTING SITE CONDITIONS

The proposed route generally parallels road right-of-way, but in several locations it traverses away from road corridors across private property to avoid road curves, reduce landowner and environmental impacts, and reduce the overall length of the alignment. The pipeline route is primarily utilized for a mixture of rangeland and cropland. The topography of the pipeline route is relatively flat and occasionally gently rolling; the existing topography will only be temporarily disturbed and will be restored to existing slope and drainage patterns post construction. Montana-Dakota will acquire easements where necessary. Montana-Dakota will also request temporary extra workspace in most areas to ensure a safe construction right-of-way. Project location maps are included in Appendix B.

The topography of the surface grade along the pipeline route has an overall difference of approximately 384 feet. The ground surface elevation is approximately 1,170 feet at the north end and 1,780 feet at the south end. The topography change is fairly gradual throughout the

route with a high point of approximately 2,040 feet and a low point of approximately 1,656 feet. The project site drains to the Heart River, the Little Heart River, the North Branch of the Little Heart River, and other small tributaries that all drain to the Missouri River drainage basin. The existing topography will only be temporarily disturbed and will be restored to as close to possible to preexisting slopes and drainage patterns after construction is complete. The total maximum area of disturbance is estimated to be approximately 240 acres. Of this area, zero to ten percent is impervious (pavement section of road crossings), and there will be no increase in impervious surface area once construction activities have been completed.

A total of twenty-four (24) wetlands and two (2) Waters of the United States (WOUS) were identified within the route, for a total of 26 sites. Total proposed temporary wetland impacts are approximately 6.7 acres. Rivers and streams will be avoided by using the underground horizontal directional drilling (HDD) method to install the pipeline. All proposed construction activities regarding temporary wetland impacts will occur in compliance with the conditions of the U.S. Army Corps of Engineers Nationwide Permit 12.

The U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey was reviewed to determine the soil types within the proposed route. The NRCS National List of Hydric Soils for Morton County, ND was reviewed to determine the presence of hydric soil, and which landforms they occur in. There is a mixture of hydric and nonhydric soil types within the pipeline corridor. The soil types (map units) within the proposed route include:

<u>3 Velva fine sandy loam, 0 to 2 percent slopes</u>	<u>41B Daglum-Rhoades complex, 0 to 6 percent slopes</u>
7 Korell loam, 0 to 2 percent slopes	41C Daglum-Rhoades complex, 6 to 9 percent slopes
<u>9 Straw and Velva soils, channeled, 0 to 2 percent slopes</u>	<u>42F Dogtooth-Janesburg-Cabba complex, 6 to 30 percent slopes</u>
10 Arnegard loam, 0 to 2 percent slopes	<u>44B Ekalaka-Lakota fine sandy loams, 0 to 6 percent slopes</u>
11 Amor-Arnegard loams, 0 to 3 percent slopes	45 Harriet silt loam, 0 to 2 percent slopes Partially Hydric 2.2 0.3%
11B Amor-Shambo loams, 3 to 6 percent slopes	51D Vebar-Flasher-Tally complex, 9 to 15 percent slopes
12C Amor-Cabba loams, 6 to 9 percent slopes	51F Flasher-Vebar-Parshall complex, 9 to 35 percent slopes
13D Amor-Cabba loams, 9 to 15 percent slopes	52B Vebar-Parshall fine sandy loams, 0 to 6 percent slopes
15C Chama-Cabba-Sen silt loams, 6 to 9 percent slopes	53B Tally-Parshall fine sandy loams, 0 to 6 percent slopes
15D Cabba-Chama-Sen silt loams, 9 to 15 percent slopes	53C Tally-Parshall fine sandy loams, 6 to 9 percent slopes
15F Cabba-Chama-Arnegard complex, 15 to 70 percent slopes	54C Vebar-Flasher complex, 6 to 9 percent slopes

17B Sen-Chama silt loams, 3 to 6 percent slopes	55B Beisigl-Lihen loamy fine sands, 0 to 6 percent slopes
19 Farland silt loam, 0 to 2 percent slopes	56 Parshall fine sandy loam, 0 to 2 percent slopes
19B Farland silt loam, 2 to 6 percent slopes	57D Beisigl-Flasher loamy fine sands, 6 to 15 percent slopes
19C Farland silt loam, 6 to 9 percent slopes	58B Lihen-parshall complex, 0 to 6 percent slopes
19D Farland silt loam, 9 to 15 percent slopes	59F Flasher-Rock outcrop-Vebar complex, 9 to 70 percent slopes
20 Shambo loam, 0 to 2 percent slopes	60D Wabek-Manning complex, 6 to 15 percent slopes
20B Shambo loam, 2 to 6 percent slopes	63B Lehr-Stady loams, 0 to 6 percent slopes
<u>21B Morton-Farland silt loams, 3 to 6 percent slopes</u>	68D Telfer loamy fine sand, 6 to 15 percent slopes
<u>23C Morton-Cabba silt loams, 3 to 9 percent slopes</u>	<u>70 Bowbells loam, 0 to 3 percent slopes</u>
26 Grail silty clay loam, 0 to 2 percent slopes	<u>71B Williams-Bowbells loams, 3 to 6 percent slopes</u>
27 Belfield-Grail silty clay loams, 0 to 2 percent slopes	<u>73B Williams-Reeder loams, 3 to 6 percent slopes</u>
27B Grail-Belfield silty clay loams, 2 to 6 percent slopes	76C Williams-Zahl loams, 6 to 9 percent slopes
28 Belfield-Daglum silt loams, 0 to 2 percent slopes	76D Zahl-Williams loams, 9 to 15 percent slopes
28B Belfield-Daglum silt loams, 2 to 6 percent slopes	76F Zahl-Williams loams, dissected, 15 to 45 percent slopes
29B Savage silty clay loam, 2 to 6 percent slopes	77 Temvik-Wilton silt loams, 0 to 3 percent slopes
30 Regent-Savage silty clay loams, 0 to 3 percent slopes	77B Temvik-Williams silt loams, 3 to 6 percent slopes
30B Regent-Savage silty clay loams, 3 to 6 percent slopes	85B Banks loamy fine sand, 0 to 6 percent slopes
30C Regent-savage silty clay loams, 6 to 9 percent slopes	98 Mandan-Linton silt loams, 0 to 3 percent slopes
31B Regent-Janesburg complex, 0 to 6 percent slopes	98B Linton-Mandan silt loams, 3 to 6 percent slopes
31C Regent-Janesburg complex, 6 to 9 percent slopes	100 Pits, gravel and sand
35B Moreau silty clay, 0 to 6 percent slopes	<u>161F Beisigl-Flasher-Arikara complex, 15 to 70 percent slopes</u>

35D Moreau-Wayden silty clays, 9 to 15 percent slopes	<u>W Water</u>
<u>40C Rhoades-Slickspots-Daglum complex, 0 to 9 percent slopes</u>	

These soils above that are bolded and underlined are listed as hydric in certain landforms, according to the NRCS National List of Hydric Soils for Morton County, ND. The landforms, in which these soils are considered hydric, may include drainageways, floodplains, oxbows, flats, and depressions.

3.0 SEQUENCE OF MAJOR ACTIVITIES

- Stake the running line.
- Install stabilized construction entrances, if necessary.
- Clear and grub the construction area, if necessary.
- Install erosion and sediment control measures, as necessary.
- String pipe.
- Trench or excavate ditchline.
- Lower pipe into trench.
- Backfill the ditchline.
- Complete final grade of construction area.
- Test the pipe segments.
- Perform clean-up and restoration.
- Upon final stabilization, remove temporary erosion and sediment controls, as necessary.

4.0 PHASING OF GROUND DISTURBING ACTIVITIES

Construction of the pipeline is proposed to take place between July 2013 and December 2013. The following provides more detail on the pipeline construction process.

The project area will be monitored by Montana-Dakota in order to ensure that the temporary erosion and sediment control measures remain effective and implement repairs if necessary. Duration of soil exposure is anticipated to be minimal and final restoration will proceed as soon as practicable, weather permitting. The entrances to the working area should be protected from sediment tracking, and if it occurs, the sediment will be swept within 24 hours of discovering it.

Clearing and Grading

Preparation of the right-of-way is the initial step in the construction of the project. Clearing and grading will commence along the right-of-way after the center-line survey and staking has been completed. Clearing of the right-of-way will take place in accordance with all regulatory permit conditions, as well as agreed upon landowner considerations. Clearing of vegetation and obstacles will be limited to the extent necessary to allow safe and effective use of construction equipment. Debris created from preparation of the right-of-way will be disposed of at a licensed facility, mulched or otherwise handled using methods approved by the landowner and in accordance with applicable regulations.

Following clearing activities, grading will be conducted as necessary in certain areas to create level working surfaces across the right-of-way in order to allow for the safe operation and travel

of equipment. Grading will also be utilized to reduce grade along the right-of-way and to segregate topsoil if required. After construction is completed, graded areas will be restored as close as possible to pre-construction contours.

Temporary erosion control measures such as silt fences and temporary slope breakers, will be installed as necessary during clearing and grading activities to contain disturbed soils on the construction right-of-way. These erosion control methods will help minimize the potential for upland soils to enter wetlands or waterbodies. Temporary erosion control measures will be regularly inspected and maintained throughout the duration of construction until the right-of-way has been stabilized. Typical erosion control drawings are included in Appendix C of this application.

Trenching

Prior to any trenching activities, notification will be provided to the North Dakota One Call as required to ensure all utilities are properly identified. All other safety procedures will be adhered to as required by the Federal and State Offices of Pipeline Safety, Montana-Dakota safety procedures and worker safety regulations.

Trenching involves excavating a trench for the pipe and is typically accomplished using ditch digging machines or backhoes. The ditch (trench) will be excavated to allow adequate cover to avoid interference with normal land uses. During construction, dewatering of the trench may be necessary to ensure successful pipeline installation.

Montana-Dakota will take necessary precautions during construction and restoration to protect against the pollution of the environment by construction equipment. Montana-Dakota Inspectors will ensure that spill response activities are properly accomplished. Montana-Dakota will utilize a Spill Prevention Containment and Countermeasure Plan (SPCC) (Appendix D) if required, which will be enforced by Inspectors.

Backfilling

After the pipe has been lowered in, the trench will be backfilled. Precautions will be taken during backfilling to protect the pipe and pipe coating from damage from rocks and other debris. Large rocks will be removed from the backfill and taken off the property to avoid interference with land use. Backfilling will most likely be accomplished with an angle blade dozer, dragline or backhoe.

Clean-up and Restoration

Clean-up and restoration of the right-of-way will be the final phase of construction and typically begins immediately after backfilling, or as soon as weather and soil conditions permit. The right-of-way will be cleaned up by the removal and disposal of construction debris and surplus materials.

The purpose of restoration is to return the right-of-way as close as possible to pre-construction conditions. Restoration efforts may involve smoothing with disc harrows or other equipment, stabilization using erosion control devices, and finally, revegetation activities. Preconstruction contours are restored to the extent possible, except in upland areas where a slight crown may be formed over the trench to allow for settling of the backfill. Permanent slope breakers will be constructed as necessary, and seed, fertilizer and mulch will be applied in accordance with permits.

5.0 SOIL EROSION AND SEDIMENT CONTROL MEASURES

Construction of the pipeline is expected to proceed as quickly as is reasonable and safe, thereby ensuring that as little soil is exposed for as short a time as possible. The Best Management Practices (BMPs) discussed below address the needs for erosion control measures required for the project area. General erosion and sediment controls would include filter fabric fencing, fiber rolls, straw bale dikes, sand bags, silt fencing, or combinations of these to prevent run-on and uncontrolled run-off from the work area.

Temporary Sediment Barriers

Montana-Dakota will install temporary sediment barriers (silt fences and/or staked hay bales, etc.) at the base of slopes adjacent and parallel to surface waters and in other areas as needed to control runoff on the right-of-way and to prevent the flow of sediment off the right-of-way (Appendix C). Temporary sediment barriers will be maintained and will not be removed until permanent revegetation measures have been judged successful or the potential for a sediment release has been minimized.

Temporary Slope Breakers

Montana-Dakota will construct slope breakers, where necessary, across the pipeline right-of-way to slow the velocity of runoff and divert water from the right-of-way (Appendix C). Temporary slope breakers may be installed during construction to shorten slope lengths along the right-of-way and to prevent soil from entering streams and wetlands. Temporary slope breakers may be constructed with biorolls or other material as directed by Montana-Dakota and the permit requirements and will be installed across the construction right-of-way. Whenever possible, the outfall of each temporary slope breaker will be positioned to minimize sediment discharge into wetlands or waterbodies.

6.0 TYPICAL DETAIL DRAWINGS

Due to the variability of site conditions at the time of construction, Montana-Dakota will make the final determination on the placement of all temporary and/or permanent erosion and sediment control devices. Montana-Dakota has prepared typical detail drawings for the installation of typically used erosion and sediment controls devices. The installation of these devices may vary. The following typical detail drawings are included in Appendix C:

- Silt Fence Installation
- Typical Straw Bale Installation
- Permanent Slope Breaker
- Typical Straw Bale Dewatering Structure
- Typical Dewatering Filter Bag
- Trench Breaker

7.0 RESPONSIBLE PARTY

NDR10-0000 requires the applicant identify the person(s) or entity which will have legal responsibility for maintenance of erosion control structures and measures during development and after development is completed. The legal entity for permit compliance is Montana-Dakota. Each individual working on a Montana-Dakota project is responsible for complying with environmental stipulations. If site conditions or engineering constraints make any of these requirements unworkable, or when questions arise concerning environmental requirements, a representative of Montana-Dakota will interpret compliance requirements and offer recommendations.

The Montana-Dakota contact for this project is:

Contact Name: David Yexley, PE Telephone Number: 701-356-3765

8.0 WASTE MANAGEMENT AND POTENTIAL CONTAMINANTS

Non-hazardous construction wastes generated will be containerized and properly disposed of off-site. Stormwater contact with wastes will be minimized. All wastes not native to the construction site will be disposed off-site. No hazardous wastes are anticipated to be generated during this project. All construction entrances will be maintained in order to minimize vehicle tracking of sediments onto roads. Tracked sediments will be promptly removed from the road surface.

Identification of Potential Storm Water Contaminants

The primary pollutant sources are disturbed soils and subsequent surface water runoff within the construction right-of-way. Other potential pollutant sources include debris from the clearing operations and petroleum products (see below) needed for the construction equipment.

9.0 SPILL PREVENTION PROCEDURES

The following practices will be followed during the course of the project for spill prevention.

Fuels and Hazardous Materials Handling

- No refueling or hazardous material transfer will occur within 100 feet of any wetland or waterbody.
- Where conditions require that construction equipment (*i.e.*, pumps used in trench dewatering) be refueled within 100 feet of wetlands or waterbodies, sufficient oil and fuel containment booms and absorbent materials will be on-hand to allow for rapid containment and recovery of any spill.

10.0 SPILL RESPONSE PROCEDURES

The response procedures for a hazardous material spill which occurs on a Montana-Dakota construction site are detailed in Appendix D. The procedures include the following major steps.

- Upon identifying a spill, the person discovering the spill should evaluate the situation and initiate necessary actions to protect human health and safety.
- Stop the source and contain it.
- Notify Montana-Dakota using the contact information provided in Appendix D.

11.0 INSPECTIONS

Visual inspections of areas of ground disturbance for the construction site will be performed once every fourteen days during active construction and within 24 hours after a storm event greater than 0.5 inches of rainfall. Montana-Dakota or other designated personnel will conduct the site inspections. The inspection will verify that the structural BMPs are in good condition and are minimizing erosion and sediment migration. The inspection will also verify that the procedures used to prevent storm water contamination from the construction activities are effective. Inspections will continue until the site has reached final stabilization (refer to Section 12.0) and a Notice of Termination has been submitted to the North Dakota Department of Health. The following inspection and maintenance practices will be used to maintain erosion and sediment controls:

- Silt fences will be inspected for: depth of sediment, tears, fabric is securely attached to the fence posts, and to ensure that the fence posts are firmly in the ground.
- Where silt fence is identified with sediment levels reaching one-third the height of the silt fence, the sediment will be removed from the silt fence, and if necessary, the silt fence repaired.
- Straw bales will be inspected for proper installation and any areas where the straw bale is failing.
- Ineffective or damaged erosion and sediment controls will be repaired within 24 hours of identification. In cases where field conditions don't allow access within 24 hours, repairs will be made as soon as field conditions allow.
- Temporary and permanent seeding will be inspected for bare spots, washouts, and growth.

Inspection Reports

An inspection report (Appendix E) will be prepared after each inspection and will be maintained on-site during the entire construction project. Records of each inspection and of maintenance activities will include:

- Date and time of inspection.
- Name of person(s) conducting inspections.
- Findings of inspections, including recommendations for corrective actions.
- Corrective actions taken (including dates, times and party completing maintenance activities).
- Date and amount of all rainfall events greater than 0.5 inches in 24 hours.
- Documentation of changes made to the SWPPP.

Record Retention

The following records will be maintained on-site during construction activities and at Montana-Dakota's office for a minimum of 3 years after the stormwater permit is terminated.

- A completed and signed copy of the Notice of Intent (NOI).
- The permit coverage letter from the North Dakota Department of Health.
- The stormwater pollution prevention plan.
- Notification from North Dakota Department of Health that NOI was received.
- Site inspection records.
- A copy of the North Dakota Pollutant Discharge Elimination System General Permit.

12.0 PLAN REVIEW AND REVISIONS

The plan will be made available, upon request, to the North Dakota Department of Health, United States Environmental Protection Agency, or operator of the local municipal separate storm sewer system.

The log of changes to the SWPPP will include:

- Additions of new BMPs.
- Replacement of failed BMPs.
- Significant changes in activities or timing.
- Changes in personnel.
- Changes in inspection or maintenance procedures.
- Updates to maps.

13.0 FINAL STABILIZATION AND NOTICE OF TERMINATION

The criteria for determining that Final Stabilization of a construction site has occurred are:

- All soil disturbing activities have been completed and a uniform perennial vegetative cover of 70% has been maintained or other equivalent means have been implemented to prevent soil failure under erosive conditions.
- All temporary BMPs have been removed.
- Sediment has been removed from any stormwater conveyances.

Once final stabilization has been achieved, a Notice of Termination will be submitted to the agency within 30 days. At this time, stormwater inspections will be discontinued.

APPENDIX A

NORTH DAKOTA POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT

Permit No. NDR10-10000

Permit No: NDR10-0000
Effective Date: October 12, 2009
Expiration Date: September 30, 2014

AUTHORIZATION TO DISCHARGE UNDER THE
NORTH DAKOTA POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with Chapter 33-16-01 of the North Dakota Department of Health rules as promulgated under Chapter 61-28 (North Dakota Water Pollution Control Act) of the North Dakota Century Code,

Facilities both qualifying for and satisfying the requirements identified in Part I of the permit are authorized to discharge stormwater associated with **construction activity** to waters of the state in accordance with conditions set forth in this permit.

This permit and the authorization to discharge shall expire at midnight, September 30, 2014.

Signed this 12th day of October, 2009.



Dennis R. Fewless, Director
Division of Water Quality

BP 2009.02.05

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I. PERMIT COVERAGE AND LIMITATIONS

A. Discharges Covered

1. This permit applies to all areas within the jurisdiction of the state of North Dakota.
2. This permit applies to stormwater discharges associated with construction activity and small construction activity as defined in Title 40 of the Code of Federal Regulations (CFR), Parts 122.26(b)(14)(x) and (b)(15), respectively. The reference to construction activity in this permit includes both large construction activity and small construction activity as described below.
 - a. Large construction activity includes clearing, grading and excavation, that disturbs land of equal to or greater than five (5) acres and includes the disturbance of less than five (5) acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five (5) acres or more.
 - b. Small construction activity includes clearing, grading and excavation, that disturbs land of equal to or greater than one (1) acre, and includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater that one and less than five (5) acres.
3. Stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) may be covered by this permit as part of a related construction site.
4. Certain non-stormwater discharges from facilities covered by this permit and meeting the requirements specified in Part II.A.

B. Discharges Not Covered

1. Stormwater discharges associated with industrial activity from any source other than construction activities described in Part I.A.
2. Post-construction discharges from industrial activity that originate from the site after construction activities have been completed at the site. Industrial and post-construction stormwater discharges may need to be covered by a separate stormwater permit.
3. The placement of fill into waters of the state requiring local, state, or federal authorizations (such as U.S. Army Corps of Engineers Section 404 permits).
4. This permit does not substitute for obligations under the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), or National Historic Preservation Act (NHPA), it is your responsibility to ensure the project and resulting discharges comply with the respective requirements.
5. Discharges to waters for which there is a total maximum daily load (TMDL) allocation for sediment, suspended solids or turbidity are not covered unless you develop a Stormwater Pollution Prevention (SWPP) plan that is consistent with the assumptions, allocations and requirements in the approved TMDL. Information about TMDL allocations may be found at the following website:
www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm.
6. Stormwater discharges that the Department determines will cause, or have the reasonable potential to cause or contribute to violations of water quality standards.

C. Obtaining Coverage and Authorization Effective Date

1. To obtain authorization under this general permit for stormwater discharges you must submit a complete application and develop a Stormwater Pollution Prevention (SWPP) plan in accordance with Part II.C of this permit. A plan must be in place as a condition of the permit and a copy of the plan must be retained by the permittee. A copy of the plan must be submitted with the application for certain facilities as described in Part I.D.
2. Permit coverage will become effective 7 days after you submit a complete application unless otherwise notified by the Department (based on the department receipt date).
3. Upon the effective date of permit coverage you as the permit applicant are authorized to discharge stormwater from eligible activities under the terms and conditions of this permit.

D. Application (Notice of Intent) Process

1. You may use a Notice of Intent (NOI) form for Construction Activity (or a photocopy thereof) to complete your application. The NOI form (or a replacement application form) is available at the following website: www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm.
2. Application Content and Conditions.
 - a. The owner or the owner jointly with the operator (usually the general contractor) shall submit a completed application for this permit. The owner is responsible for compliance with all terms and conditions of this permit. The operator has day to day supervision of construction activities and is jointly responsible with the owner for compliance with the permit conditions as they pertain to the construction activities delegated to the operator.
 - b. The application (Notice of Intent) shall contain, at a minimum, the following information:
 - (1) Owner name, mailing address and phone number;
 - (2) Project contact name and phone number;
 - (3) Project/site name;
 - (4) Project/site location (street address; section, township, range; or latitude and longitude), county;
 - (5) A brief description of the construction activity;
 - (6) The anticipated start date and the anticipated completion date for the project (if known);
 - (7) The estimated total area of the site and the total area of disturbance in acres;
 - (8) Name of receiving water(s) or the name of the municipal storm sewer system and receiving water(s);
 - (9) The signature of the applicant(s), owner (and operator if co-applicants) signed in accordance with Part IV.A.6 of this permit.
 - c. A Stormwater Pollution Prevention (SWPP) plan (Part II.C) for the project must be prepared and available for review by the Department at the time of application. A partially complete plan is acceptable when it clearly identifies the item(s) to be completed, the person(s) responsible for completing the item(s) and the deadline for completing the item(s). The SWPP plan must be completed prior to the start of construction (or the applicable construction phase).

- d. You must include a copy of the SWPP plan if the project involves 50 or more acres; or the project will have a discharge point located within 2000 feet of, and flow to, a water body listed as impaired under section 303(d) of the Federal Clean Water Act due to sediment, suspended solids or turbidity. The Department's 303(d) list may be found at the following website in the most recent Integrated Report:
www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.
3. For residential construction activity occurring within a common plan of development (such as a subdivision) subject to the permit requirements, coverage may be obtained by the following:
 - a. The owner of the lot(s) shall submit one application for all of the owner's construction activity within the common plan, or
 - b. The operator, such as a homebuilder who may represent one or more lot owners, shall submit one application for all of the operator's construction activity within the common plan.

In addition, a SWPP plan must be developed and implemented for the permittee's activities within a common plan of development. Additional phases of the common plan may be included under the initial application and permit coverage, provided the SWPP plan is amended to include the additional area or phases.

4. For oil and gas exploration, production, processing, and treatment operations or transmission facilities, coverage under this permit is not required for small construction activity. For oil and gas related large construction activity, permit applications may be submitted for individual project sites or for an area of operations such as well field area.

To obtain permit coverage for an area of operations, the application must include a map outlining the area or a list of counties encompassing the area. Also include a copy of the SWPP plan or similar BMP document developed for construction related activities within the coverage area. The information for individual project sites and future sites within the coverage area including those meeting the criteria in Part I.D.2.d does not need to be submitted.

5. Completed applications and any reports required by this permit shall be submitted to:

North Dakota Department of Health
Division of Water Quality
918 East Divide Avenue
Bismarck, ND 58501-1947

6. Local Authority. This permit does not preempt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm sewer systems or other water courses within their jurisdiction.

E. Notice of Termination (NOT)

1. Permittees wishing to terminate coverage under this permit must submit a Notice of Termination (NOT) or other written request identifying the facility, reason why the permit is no longer needed and signed in accordance with Part IV.A.6 of this permit. Compliance with the conditions of this permit is required until a NOT is submitted to and accepted by the Department.

2. Permittees may only submit a NOT after one of the following conditions have been met.
 - a. Final stabilization (see Part II.E and definitions) has been achieved on all portions of the site for which the permittee is responsible.
 - b. Another operator/permittee has assumed control, in accordance with the transfer provisions (Part I.F), over all areas of the site that have not achieved final stabilization.
 - c. For residential construction only, a NOT is not required for each lot that is sold or has achieved final stabilization. Instead the permittee may modify their SWPP plan to indicate that permit coverage is no longer required for that lot. The SWPP plan should indicate the reason coverage is no longer needed and the date it was achieved. In order to terminate coverage, all lots under the control of the owner or operator must:
 - (1) Be sold to homeowners for private residential use with temporary erosion protection and down gradient perimeter controls installed. In addition, the permittee must distribute a "homeowner fact sheet" to the homeowner to inform the homeowner of the need for, and benefits of, final stabilization; or
 - (2) Achieve final stabilization (See Part II.E and definitions) on all portions of the site for which the permittee is responsible.

F. Transfer of Ownership or Control

1. When the owner or operator of a construction project changes, the new owner or operator must submit a written request for permit transfer/modification within 14 days of assuming control of the site or commencing work on-site, or of the legal transfer, sale or closing on the property; except as provided in Part I.F.2 below. Late submittals will not be rejected; however, the Department reserves the right to take enforcement for any unpermitted discharges or permit noncompliance. For stormwater discharges from construction activities where the owner or operator changes, the new owner or operator can implement the original SWPP plan created for the project or develop and implement their own SWPP plan. Permittee(s) shall ensure either directly or through coordination with other operators that their SWPP plan meets all terms and conditions of this permit and that their activities do not interfere with another party's erosion and sediment control practices.
2. A permit transfer/modification request is not required for the legal transfer, sale or closing on a property between permittees covered by this permit. Examples include the sale of a property parcel from a developer to a builder, or the transfer of an easement from a developer to a local government authority. If the new party is not covered by this permit at the time of transfer or sale, then the new owner/operator must submit a completed application/NOI within 14 days of assuming control of the site.

G. Municipal Separate Storm Sewer System (MS4) Permittees

The submittal of an application (NOI) is not required for small construction activity owned or operated by an entity with general permit coverage for Municipal Separate Storm Sewer System (MS4) discharges. The small construction activity owned or operated by the permitted MS4 is subject to the conditions outlined in this permit except for the Application Process (Part I.D).

II. STORMWATER DISCHARGE REQUIREMENTS

A. Prohibition of Non-Stormwater Discharges

The discharge of wastewater from processing operations or sanitary facilities is not authorized by this permit. The following non-stormwater discharges may be authorized if the non-stormwater sources are identified in the SWPP plan with a description of the pollution prevention measures to be implemented: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate.

B. Releases in Excess of Reportable Quantities

This permit does not relieve the permittee of the reporting requirements of 40 CFR 110, 40 CFR 117, and 40 CFR 302. Any release of a hazardous substance, including a release in a stormwater discharge, must be reported to the agencies identified in Part IV.A.7. The discharge of hazardous substances in stormwater discharges shall be minimized in accordance with the applicable SWPP plan for the facility. Should a reportable quantity release occur, the SWPP plan shall be revised to prevent the recurrence of such a release.

C. Stormwater Pollution Prevention Plans

All permittees shall implement a Stormwater Pollution Prevention (SWPP) plan for any construction project requiring this permit until final stabilization is achieved. The SWPP plan and revisions are subject to review by the Department. The objectives of the plan are to identify potential sources of sediment or other pollution from construction activity and to ensure practices are used to reduce the contribution of pollutants from construction site runoff. Stormwater management documents developed under other regulatory programs can be included in the SWPP plan or incorporated by reference, or used in whole as a SWPP plan if it meets the requirements of this part.

The SWPP plan may identify more than one permittee and may specify the responsibilities of each permittee by task, area, and/or timing. Permittees may coordinate and prepare more than one SWPP plan to accomplish this. However, in the event there is a requirement under the SWPP plan for which responsibility is ambiguous or is not included in the SWPP plan, each permittee shall be responsible for implementation of that requirement. Each permittee is also responsible for assuring that its activities do not render another permittee's controls ineffective.

The SWPP plan must incorporate the guidelines provided in Appendix 1, to the extent practicable, and shall include the following information.

1. **Site Description.** Each plan shall provide a description of the construction site and potential pollutant sources as indicated below:
 - a. A description of the overall project and the type of construction activity;
 - b. Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, grubbing, or other activities during the life of the project;
 - c. A proposed timetable of activities that disturb soils for major portions of the site;
 - d. A description of the soil within the disturbed area(s);
 - e. The name of the surface water(s) and municipal storm sewer system at or near the disturbed area that may receive discharges from the project site; and

- f. A site map indicating:
 - 1) Drainage patterns including flow direction, dividing lines, and the existing and final grades
 - 2) Construction site boundaries and areas of soil disturbance;
 - 3) Location of major structural and nonstructural controls identified in the plan;
 - 4) Location of areas where stabilization practices are expected to occur;
 - 5) Surface waters, including an aerial extent of wetland acreage;
 - 6) Locations where stormwater is discharged to surface waters;
 - 7) Where included as part of the project, the site maps for off-site concrete/asphalt batch plants, equipment staging areas, borrow sites or excavated fill material disposal sites.
 - g. Projects that have a discharge point within 2000 feet of, and flow to, a water body listed as impaired under section 303(d) of the Federal Clean Water Act due to sediment, suspended solids or turbidity, must identify the water body and impairment in the plan. The Department's 303(d) list may be found at the following website under Integrated Reports:
www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.
2. **Operational Controls.** The plan shall describe the Best Management Practices (BMPs) used in day to day operations on the project site that reduce the contribution of pollutants in stormwater runoff.
- a. The plan must identify a person knowledgeable and experienced in the application of erosion and sediment control BMPs who will oversee the implementation of the SWPP plan, and the installation, inspection and maintenance of the erosion and sediment control BMPs before and during construction. The owner shall develop a chain of responsibility with all operators on the site to ensure that the SWPP plan will be implemented and stay in effect until the construction project is complete, the entire site has undergone final stabilization, and a NOT has been submitted to the Department.
 - b. Good housekeeping practices to maintain a clean and orderly site. Litter, debris, chemicals and parts must be handled properly to minimize the exposure to stormwater. This includes measures to reduce and remove sediment tracked off-site by vehicles or equipment, and the generation of dust.
 - c. Preventative maintenance practices must be provided to ensure the proper operation, inspection and maintenance of stormwater control devices (e.g., oil-water separators, catch basins, and silt fences) and equipment used or stored on site.
 - d. Spill prevention and response procedures must be developed where potential spills can occur. Where appropriate, specific handling procedures, storage requirements, spill containment and cleanup procedures must be identified. Bulk storage structures for petroleum products and other chemicals shall have adequate leak and spill protection to prevent any spilled materials from entering waters of the state, storm sewer systems or draining onto adjacent properties.
 - e. Employee training informs personnel of their responsibility in implementing the practices and controls included in the plan such as spill response, good housekeeping, and sediment control practices. Employee training must be provided at least annually, as new employees are hired or as necessary to ensure compliance with the plan and the general permit.
 - f. Concrete wash water, grindings and slurry, shall not be discharged to waters of the state, storm sewer systems or allowed to drain onto adjacent properties.
 - g. Dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) related to the permitted activity must be managed with the appropriate BMPs, such that the discharge

does not adversely affect the receiving water or downstream landowners. The following conditions and considerations apply to the dewatering activities:

- 1) The dewatering is limited to stormwater and groundwater that may collect on site and those sources identified in Part II.A. A separate permit must be obtained to discharge water from other sources such as hydrostatic testing or contaminated groundwater or surface water.
 - 2) The permittee(s) must operate the discharge to minimize the release of sediment and provide adequate BMPs where necessary to minimize erosion due to the discharge. Discharges must not lead to the deposition of sediment within stormwater conveyance systems or surface waters. Discharges must not cause or potentially cause a visible plume within a surface water body.
 - 3) In addition to the inspection requirements in Part III, the dewatering activities should be inspected daily. The inspection must include the dewatering site, areas where the BMPs are being implemented and the discharge location. A record should be maintained to document the inspections of the dewatering operation and actions taken to correct any problems that may be identified.
 - 4) Local authorities may require specific BMPs for discharges affecting their storm sewer system.
3. **Erosion and Sediment Controls.** An erosion and sediment control plan shall be developed to identify the appropriate control measures and when they will be implemented during the project for each major phase of site activity (e.g., clearing, grading and building phases). The erosion and sediment control plan must conform to the guidelines provided in Appendix 1. The description and implementation of controls shall address the following minimum components:
- a. Sediment basins, or an appropriate combination of equivalent sediment controls such as smaller sediment basins, and/or sediment traps, silt fences fiber logs, vegetative buffer strips, berms, etc., are required for all down slope boundaries of the disturbance area and for those side slope boundaries as may be appropriate for site conditions.
 - b. Temporary erosion protection (such as cover crop planting or mulching) or permanent cover must be provided as outlined in Appendix 1 for the exposed soil areas where activities have been completed or temporarily ceased. These areas include graded slopes, pond embankments, ditches, berms and soil stockpiles.
 - c. All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control for site situations. The permittee may deviate from the manufacturer's specifications and erosion and sediment control guidelines in Appendix 1 if they provide justification for the deviation and document the rationale for the deviation in the SWPP plan.
 - d. If sediment escapes from the site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts. The plan must be modified to prevent further sediment deposition off-site.
 - e. The stormwater controls are expected to withstand and function properly during precipitation events of up to the 2 year, 24 hour storm event. Visible erosion and/or off-site sediment deposition from such storm events should be minimal. The 2 year, 24 hour rainfall event in North Dakota ranges from about 1.9 inches in the west to 2.3 inches in the east.

- f. For projects that discharge to waters that have a TMDL allocation for sediment, suspended solids or turbidity, the plan must be consistent with the assumptions, allocations and requirements of the approved TMDL. If a TMDL specifies certain BMPs or controls to meet a wasteload allocation (WLA) applicable to the project's discharges, then the BMPs or controls must be incorporated into the plan. Information about TMDL allocations may be found at the following website: www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm.
4. **Stormwater Management.** The plan must identify permanent practices incorporated into the project to control pollutants in stormwater discharges occurring after construction operations have been completed.
 - a. Identify stormwater ponds; flow reduction by use of open vegetated swales and natural depressions; infiltration of runoff on-site; and sequential systems which combine several practices.
 - b. Identify velocity / energy dissipation devices placed at discharge locations and appropriate erosion protection for outfall channels and ditches.
 - c. Maintenance for on-site stormwater management features is the responsibility of the permittee until the NOT is submitted or the feature is accepted by the party responsible for long term maintenance.
 - d. The design, installation and use of stormwater management features must comply with applicable local, state or federal requirements.
 5. **Maintenance.** All erosion and sediment control measures and other protective measures identified in the plan must be maintained in effective operating condition. The plan must indicate, as appropriate, the maintenance or clean out interval for sediment controls. If site inspections, required in Part III of this permit, identify BMPs that are not operating effectively, maintenance shall be arranged and accomplished as soon as practicable.
 6. **Inspections.** The plan must provide for site inspections as outlined in Part III. The permittee shall ensure that personnel conducting site inspections are familiar with permit conditions and the proper installation and operation of control measures. The erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly and in serviceable condition. Inspections shall also include discharge outlets from areas used for storage of materials, permanent stormwater control measures and vehicle maintenance areas. These areas shall be inspected for evidence of, or the potential for, pollutants entering a drainage system. If necessary, the plan shall be revised based on the observations and deficiencies noted during the inspection.
 7. **Plan Review and Revisions.**
 - a. The plan shall be signed in accordance with the signatory requirements, Part IV.A.6, and retained on-site for the duration of activity as outlined in Part III.B.
 - b. The permittee shall make plans available upon request to the Department, EPA, or, in the case of discharges to a municipal storm sewer system, to the operator of the municipal system.
 - c. The permittee shall amend the SWPP plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to waters of the state. The plan shall also be amended if the plan is found to be ineffective in controlling pollutants present in stormwater.

D. Local Requirements

All stormwater discharges must comply with the requirements, policies, or guidelines of municipalities and other local agencies as applicable to the construction site. Any discharges to a storm sewer, ditch or other water course under the jurisdiction of a municipality must comply with any specific conditions or BMPs required by the municipality.

E. Final Stabilization

The permittee(s) must ensure final stabilization of the site. The permittee(s) should submit a NOT within 30 days after final stabilization has been achieved, or another owner/operator (permittee) has assumed control according to Part I.F for all areas of the site that have not undergone final stabilization. Final stabilization can be achieved in one of the following ways.

1. All soil disturbing activities at the site have been completed and all soils must be stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions and;
 - a. All drainage ditches, constructed to drain water from the site after construction is complete, must be stabilized to preclude erosion;
 - b. All temporary synthetic, and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization; and
 - c. The permittee(s) must clean out all sediment from conveyances and from temporary sedimentation basins that will be used as permanent water quality management basins. Sediment must be stabilized to prevent it from being washed back into the basin, conveyances or drainage ways discharging off-site; or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity.
2. For residential construction only, final stabilization has been achieved when temporary erosion protection and down gradient perimeter control for individual lots has been completed and the residence has been transferred to the homeowner. Additionally, the permittee must distribute a "homeowner fact sheet" to the homeowner to inform the homeowner of the need for, and benefits of, final stabilization. The permittee also must demonstrate that the homeowner received the fact sheet.

III. SELF MONITORING AND REPORTING

A. Inspection and Maintenance Requirements

1. Inspections shall be performed by or under the direction of the permittee at least once every 14 calendar days and within 24 hours after any storm event of greater than 0.50 inches of rain per 24-hour period during active construction. The permittee shall use a rain gauge near the site or utilize the nearest National Weather Service precipitation gauge station. Any gauge used shall be located within 5 miles of the stormwater discharge.
2. All inspections and maintenance conducted during construction must be recorded in writing and these records must be retained in accordance with Part III.B. Records of each inspection and maintenance activity shall include:

- a. Date and time of inspections;
 - b. Name of person(s) conducting inspections;
 - c. Findings of inspections, including recommendations for corrective actions;
 - d. Corrective actions taken (including dates, times, and party completing maintenance activities);
 - e. Date and amount of all rainfall events greater than 1/2 inch (0.50 inches) in 24 hours; and
 - f. Documentation that the SWPP plan has been amended when substantial changes are made to the erosion and sediment controls or other BMPs in response to inspections.
3. Completed areas that have been stabilized but do not meet the 70% perennial vegetative cover criteria for final stabilization may be inspected once per month. Inspections may be suspended for parts of the construction site that meet final stabilization. Inspections also may be suspended where earthwork has been suspended due to frozen ground conditions. The required inspections and maintenance must resume as soon as runoff occurs or the ground begins to thaw at the site.
 4. There may be times when a site inspection may not be practical at the specified time. Adverse climatic conditions, such as flooding, high winds, tornadoes, electrical storms, etc., may prohibit inspections. Should this occur, the permittee must record a description of why the inspection(s) could not be performed at the designated time.
 5. The permittee may submit an alternative inspection plan for long, narrow, linear construction projects such as pipeline or utility line inspection, and similar projects in remote areas where vehicle traffic is restricted or could compromise native vegetation or stabilization measures. A copy of the SWPP plan and proposed inspections plan shall be submitted to the Department 30 days prior to implementing an alternative inspection plan. Any alternative plan must provide for the timely recognition and repair of erosion and sediment damage.
 6. Some erosion and sediment control measures may require more frequent inspection based on location (e.g., sensitive areas or waters of the state) or as a result of recurring maintenance issues. Erosion or sediment control measures found in need of maintenance between inspections must be repaired or supplemented with appropriate measures as soon as practicable.

B. Records Location

A copy of the completed and signed Notice of Intent, coverage letter from the Department, SWPP plan, site inspection records, and this general permit shall be kept at the site of the construction activity in a field office, trailer, or shed, or in a vehicle that is on-site during normal working hours. If the site does not have a reasonable on-site location, then the documents must be retained at a readily available alternative location; preferable with the individual responsible for overseeing the implementation of the SWPP plan. If the site is inactive, then the documents may be stored at a local office.

IV. STANDARD CONDITIONS

A. COMPLIANCE RESPONSIBILITIES

1. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

2. Operation and Maintenance

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. If necessary to achieve compliance with the conditions of this permit, this shall include the operation and maintenance of backup or auxiliary systems.

3. Planned Changes

The Department shall be given advance notice of any planned changes at the permitted facility or of an activity which may result in permit noncompliance. Any anticipated facility expansions, production increase, or process modifications which might result in new, different, or increased discharges of pollutants shall be reported to the Department as soon as possible. Changes which may result in a facility being designated a "new source" as determined in 40 CFR 122.29(b) shall also be reported.

4. Duty to Provide Information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit. When a permittee becomes aware that it failed to submit any relevant facts or submitted incorrect information in a permit application or any report, it shall promptly submit such facts or information.

5. Records Retention

All records and information (including calibration and maintenance) required by this permit shall be kept for at least three years or longer if requested by the Department or EPA.

6. Signatory Requirements

All applications, reports or information submitted to the Department shall be signed and certified.

- a. All permit applications shall be signed by a responsible corporate officer, a general partner, or a principal executive officer or ranking elected official.
- b. All reports required by the permit and other information requested by the Department shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described above and submitted to the Department; and
 - (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.

If an authorization under "Compliance Responsibilities-Signatory Requirements" section is no longer accurate for any reason, a new authorization satisfying the above requirements must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment."

7. Noncompliance Notification

The permittee shall report any noncompliance which may seriously endanger health or the environment as soon as possible, but no later than twenty-four (24) hours from the time the permittee first became aware of the circumstances. The report shall be made to the EPA, Region VIII, Emergency Response Branch at 1.800.424.8802 and the State of North Dakota, Division of Homeland Security at 1.800.472.2121. The following occurrences of noncompliance shall be reported by telephone to the Department at 701.328.5210 by the first workday (8:00 a.m.-5:00 p.m. Central time) following the day the permittee became aware of the circumstances:

- a. Any lagoon cell overflow or any unanticipated bypass which exceeds any effluent limitation in the permit (see "Compliance Responsibilities-Bypass of Treatment Facilities" section);
- b. Any upset which exceeds any effluent limitation in the permit (see "Compliance Responsibilities-Upset Conditions" section); or
- c. Violation of any daily maximum effluent or instantaneous discharge limitation for any of the pollutants listed in the permit.

A written submission shall also be provided within five days of the time that the permittee became aware of the circumstances. The written submission shall contain:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including exact dates and times;
- c. The estimated time noncompliance is expected to continue if it has not been corrected; and
- d. Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

Reports shall be submitted to the address in the "Reporting and Recordkeeping Requirements-Reporting" section. The Department may waive the written report on a case by case basis if the oral report has been received within 24 hours by the Department at 701.328.5210 as identified above.

All other instances of noncompliance shall be reported no later than at the time of the next Discharge Monitoring Report submittal. The report shall include the four items listed in this subsection.

8. Bypass of Treatment Facilities

Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to any of the following provisions in this section.

Bypass exceeding limitations-notification requirements.

- a. Anticipated Bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of bypass.
- b. Unanticipated Bypass. The permittee shall submit notice of an unanticipated bypass as required in the "Compliance Responsibilities-Noncompliance Notification" section.

Prohibition of Bypass. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- c. The permittee submitted notices as required in the "Bypass of Treatment Facilities-Anticipated Bypass" section.

The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three (3) conditions listed above.

9. Upset Conditions

An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of the following paragraph are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- a. An upset occurred and the permittee can identify its cause(s);
- b. The permitted facility was, at the time being, properly operated;
- c. The permittee submitted notice of the upset as required under "Compliance Responsibilities-Noncompliance Notification" section; and
- d. The permittee complied with any remedial measures required under "Compliance Responsibilities-Duty to Mitigate" section.

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

10. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. The permittee, at the Department's request, shall provide accelerated or additional monitoring as necessary to determine the nature and impact of any discharge.

11. Removed Materials

Collected screenings, grit, solids, sludges, or other pollutants removed in the course of treatment shall be buried or disposed of in such a manner to prevent any pollutant from entering any waters of the state or creating a health hazard. Sludge/digester supernatant and filter backwash shall not be directly blended with or enter either the final plant discharge and/or waters of the state. The permit issuing authority shall be contacted prior to the disposal of any sewage sludges. At that time, concentration limitations and/or self-monitoring requirements may be established.

12. Duty to Reapply

Any request to have this permit renewed should be made 15 days prior to its expiration date.

B. GENERAL REQUIREMENTS

1. Right of Entry

The permittee shall allow Department and EPA representatives, at reasonable times and upon the presentation of credentials if requested, to enter the permittee's premises to inspect the wastewater treatment facilities and monitoring equipment, to sample any discharges, and to have access to and copy any records required to be kept by this permit.

2. Availability of Reports

Except for data determined to be confidential under 40 CFR Part 2, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department and EPA. As required by the Act, permit applications, permits, and effluent data shall not be considered confidential.

3. Transfers

This permit is not transferable except upon the filing of a Statement of Acceptance by the new party and subsequent Department approval. The current permit holder should inform the new controller, operator, or owner of the existence of this permit and also notify the Department of the possible change.

4. New Limitations or Prohibitions

The permittee shall comply with any effluent standards or prohibitions established under Section 306(a), Section 307(a), or Section 405 of the Act for any pollutant (toxic or conventional) present in the discharge or removed substances within the time identified in the regulations even if the permit has not yet been modified to incorporate the requirements.

5. Permit Actions

This permit may be modified, revoked and reissued, or terminated for cause. This includes the establishment of limitations or prohibitions based on changes to Water Quality Standards, the development and approval of waste load allocation plans, the development or revision to water quality management plans, changes in sewage sludge practices, or the establishment of prohibitions or more stringent limitations for toxic or conventional pollutants and/or sewage sludges. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

6. Need to Halt or Reduce

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation preserved under Section 510 of the Act.

8. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

9. Property Rights

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

10. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

11. General Permits

Coverage under this permit may be modified, revoked and reissued, or terminated for cause. The Department may require any operator covered by this permit to apply for and obtain an individual or alternative general permit if:

- a. The discharge is not in compliance with the conditions of the general permit
- b. Conditions or standards have changed so that the discharge no longer qualifies for a general permit
- c. Information becomes available which indicates that the permittee's discharge has a reasonable potential to contribute to an exceedance of a water quality standard

When an individual NDPDES permit is issued to an operator otherwise subject to this permit or the operator is approved for coverage under an alternative NDPDES general permit, the applicability of this permit to the operator is automatically inactivated upon the effective date of the individual permit or coverage under the alternative general permit.

V. DEFINITIONS

"303d List" or "Section 303d List" means a list of North Dakota's water quality-limited waters needing total maximum daily loads or TMDLs developed to comply with section 303d of the Clean Water Act. A copy of the latest integrated report is available on the state's web site at:
www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm.

"Act" means the Clean Water Act.

"BMP" or "Best Management Practices" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

"Common Plan of Development or Sale" means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur.

"Construction Activity" means construction activity as defined in 40 CFR part 122.26(b)(14)(x) and small construction activity as defined in 40 CFR part 122.26(b)(15). This includes a disturbance to the land that results in a change in topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of construction activity may include clearing, grading, filling and excavating. Construction activity includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb on (1) acre or more. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Department" means the North Dakota Department of Health, Division of Water Quality.

"Energy Dissipation" means methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to: concrete aprons, riprap, splash pads, and gabions that are designed to prevent erosion.

"Final Stabilization" means that:

1. All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of 70 percent of the native cover for unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) has been achieved.
2. For areas with an average annual rainfall of less than 20 inches only, all soil disturbing activities at the site have been completed and temporary erosion control measures (e.g., degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years and achieve 70 percent vegetative coverage within three years without active maintenance.
3. For soil disturbing activities on land used for agricultural purposes, final stabilization may be accomplished by returning the disturbed land to its pre-disturbance agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to waters of the state, and areas which are not being returned to their pre-disturbance agricultural use must meet the final stabilization criteria in (1) or (2) above.

"Large Construction Activity" means land disturbance of equal to or greater than 5 acres. Large construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than five acres.

"Normal Wetted Perimeter" means the area of a conveyance, such as a ditch, channel, or pipe that is in contact with water during flow events that are expected to occur once every year.

"Non-Stormwater Discharges" means discharges other than stormwater. The term includes both process and non-process sources. Process wastewater sources that require a separate NDPDES permit include, but are not limited to industrial processes, domestic facilities and cooling water. Non-stormwater sources that may be addressed in this permit include, but are not limited to: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate.

"Operator" means the person (usually the general contractor) designated by the owner who has day to day operational control and/or the ability to modify project plans and specifications related to the SWPP plan. The person must be knowledgeable in those areas of the permit for which the operator is responsible and must perform those responsibilities in a workmanlike manner.

"Owner" means the person or party possessing the title of the land on which the construction activities will occur; or if the construction activity is for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

"Permanent Cover" means final stabilization. Examples include grass, gravel, asphalt, and concrete.

"Severe Property Damage" means substantial physical damage to property, damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"Significant Materials" includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharges.

"Significant Spills" includes, but is not limited to: releases of oil or hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (see 40 CFR 110.10 and CFR 117.21) or Section 102 of CERCLA (see 40 CFR 302.4).

"Small Construction Activity" means land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one and less than five acres

"Stabilized" means the exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, wood fiber blanket, or other material that prevents erosion from occurring. Grass seeding alone is not stabilization.

"Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage.

"Stormwater Associated with Industrial Activity" means stormwater runoff, snow melt runoff, or surface runoff and drainage from industrial activities as defined in 40 CFR 122.26(b)(14).

"Stormwater Associated with Small Construction Activity" means the discharge of stormwater from:

(i) Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

(ii) Any other construction activity designated by EPA or the Department, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the state.

"Temporary Erosion Protection" means methods employed to prevent erosion. Examples of temporary cover include; straw, wood fiber blanket, wood chips, and erosion netting.

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

"Waters of the State" means any and all surface waters that are contained in or flow in or through the state of North Dakota as defined in NDCC 61-28-02. This definition includes all water courses, even if they are usually dry.

"You" means the owner, operator or permittee as appropriate.

Appendix 1 – Erosion and Sediment Control Guidelines

Guidelines for designing, implementing and maintaining erosion and sediment controls.

A. Erosion and Sediment Control Practices

1. Temporary (or permanent) sediment basins, or equivalent control, must be provided where ten (10) or more acres of disturbed area drain to a common location prior to the runoff leaving the site or entering surface waters. The permittee is encouraged, but not required, to install temporary sediment basins where appropriate in areas with steep slopes or highly erodible soils even if less than ten (10) acres drains to one area. The basins must provide at least the following:

The basins shall be sized to provide 3,600 cubic feet of storage below the outlet pipe per acre drained to the basin. Alternative designs may be used which provide storage below the outlet for a calculated volume of runoff from a 2 year, 24 hour storm and provides not less than 1800 cubic feet of storage below the outlet pipe from each acre drained to the basin.

Basin outlets must be designed to avoid short-circuiting and the discharge of floating debris. The basin must be designed with the ability to allow complete basin drawdown (e.g., perforated riser pipe wrapped with filter fabric and covered with crushed gravel, pumps or other means) for maintenance activities. The drawdown should be designed to release the storage volume in a 24 hour or longer period. The basin must have a stabilized emergency overflow to prevent failure of pond integrity. Energy dissipation must be provided for the basin outlet.

2. Where the temporary sediment basin is not practical due to site limitations or nature of disturbance (such as developing a roadway, pipeline, or diversion) a combination of measures must be used to provide equivalent sediment control for all down slope boundaries of the construction area and for side slope boundaries as deemed appropriate by individual site conditions. Equivalent sediment controls include such things as smaller sediment basins and/or sediment traps, silt fences, and vegetative buffer strips. In determining whether installing a sediment basin is attainable, the permittee must consider public safety and may consider factors such as site soils, slope and available area on site.
3. Provide temporary erosion protection or permanent cover for the exposed soil areas where activities have been completed or temporarily ceased. For those areas with a continuous positive slope within 200 lineal feet of a surface water, temporary erosion protection or permanent cover must be applied within 21 days of completing or ceasing earth moving activities. These areas include pond embankments, ditches, berms and soil stockpiles. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) are exempt from this requirement.
4. Temporary soil stockpiles must have effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches.
5. The normal wetted perimeter of any temporary or permanent drainage ditch that drains water from a construction site, or diverts water around a site, must be stabilized at least 200 lineal feet from the property edge, or from the point of discharge to any surface water. Stabilization should be completed within 24 hours of connecting to a surface water.
6. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water. Splash pads and/or downspout extensions must be provided for roof drains to prevent erosion from roof runoff.
7. In order to maintain sheet flow and minimize rills and/or gullies, there should be no unbroken slope length of greater than 75 feet for slopes with a grade of 3:1 or steeper.

8. Temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system (e.g., ditches with rock check dams) require sediment control practices only as appropriate for site conditions.
9. All storm drain inlets in the immediate vicinity of the construction site must be protected by the appropriate BMPs during construction until all sources with the potential for discharging to the inlet have been stabilized. This includes storm drain inlets which may be affected by sediment tracked onto paved surfaces by vehicles or equipment.

Inlet protection devices are a last line of control – sediment and erosion control practices must be used on site. Inlet protection devices must conform to local ordinances or regulations. In general inlet protection devices need to provide for drainage adequate to prevent excessive roadway flooding. Inlet protection may be removed for a particular inlet if a specific concern (i.e., street flooding/freezing, snow removal) has been identified and documented in the SWPP plan. In this situation, additional erosion and sediment control practices must be used to supplement for the loss of the inlet protection device to prevent sediment from entering a storm sewer system.

Maintenance and cleaning of inlet protection devices, including on-site sediment and erosion controls, must be performed in a timely manner.

10. Vegetated buffers must have a minimum width of 25 feet for every 125 feet of disturbed area which drains to the buffer. For each additional 5 feet of disturbance, an additional 1 foot of width must be added. The width of the buffer shall have a slope of 5% or less and the area draining to the buffer shall have a slope of 6% or less. Concentrated flows should be minimized throughout the buffer.

Buffers shall consist of dense grassy vegetation, 3 to 12 inches tall with uniform coverage over 90% of the buffer. Woody vegetation shall not be counted for the 90% coverage. No more than 10 % of the overall buffer may be comprised of woody vegetation.

B. Maintenance Considerations for Erosion and Sediment Controls

1. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs. The Permittee(s) must investigate and comply with the following inspection and maintenance requirements:

All control devices similar to silt fence or fiber rolls must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.

Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches 1/2 the storage volume. Drainage and removal must be completed within 72 hours of discovery, or as soon as field conditions allow access.

2. Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of sediment being deposited by erosion. The permittee(s) must remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place immediately, but no more than, seven (7) days after the discovery unless precluded by legal, regulatory, or physical access constraints. The permittee shall use all reasonable efforts to obtain access. If precluded, removal and stabilization shall take place immediately, but no more than, seven (7) calendar days after obtaining access. The permittee is responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work.

3. Construction site egress locations must be inspected for evidence of sediment being tracked off-site by vehicles or equipment onto paved surfaces. Accumulations of tracked and deposited sediment must be removed from all off-site paved surfaces within 24 hours or, if applicable, within a shorter time specified by local authorities or the Department.

Vehicle tracking of sediment from the site must be minimized by BMPs. This may include having a designated egress with aggregate surfacing from the site, or by designating off-site parking. The permittee(s) is responsible for (or making the arrangements for) street sweeping and/or scraping if BMPs are not adequate to prevent sediment from being tracked onto the street from the site.

4. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in streets could be washed into storm sewers by the next rain and/or pose a safety hazard to users of public streets).
5. Vegetative buffers must be inspected for proper distribution of flows, sediment accumulation and signs of rill formation. If a buffer becomes silt covered, contains rills, or is otherwise rendered ineffective, other control measures shall be implemented. Eroded areas shall be repaired and stabilized.

C. Housekeeping and Standard Operating Procedures

1. Properly handle construction debris and waste materials.

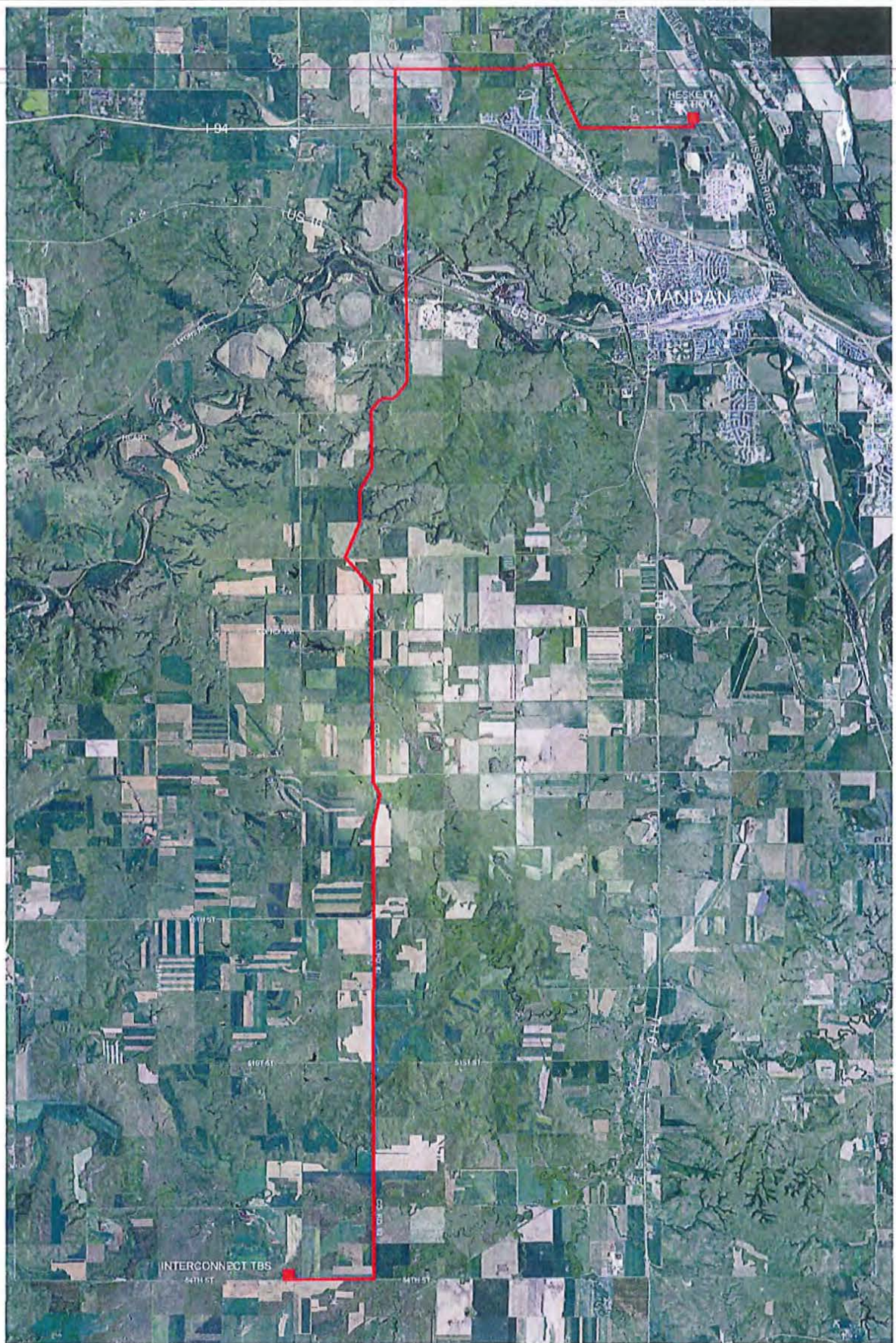
Provide appropriate container(s) on site (or centrally located at several sites) for storing debris and other wastes until disposal. Litter and debris shall be picked-up regularly to reduce the chance for materials to be carried off the site by wind or water. Collected material shall be taken to the appropriate facility for disposal or recycling.

Liquid or soluble materials including oil, fuel, paint and any other hazardous substances must be properly stored, to prevent spills, leaks or other discharges. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with applicable regulations.

2. Concrete wash water shall not be discharged to any waters of the state, storm sewer systems or allowed to drain onto adjacent properties. Wash water disposal must be limited to a defined area of the site or to an area designated for cement washout. The area(s) must be sufficient to contain the wash water and residual cement.

APPENDIX B

PROJECT LOCATION MAP



LEGEND

— DENOTES PROPOSED PIPELINE ROUTE

Montana-Dakota Utilities Co.
Heskett Station
Natural Gas Pipeline Project

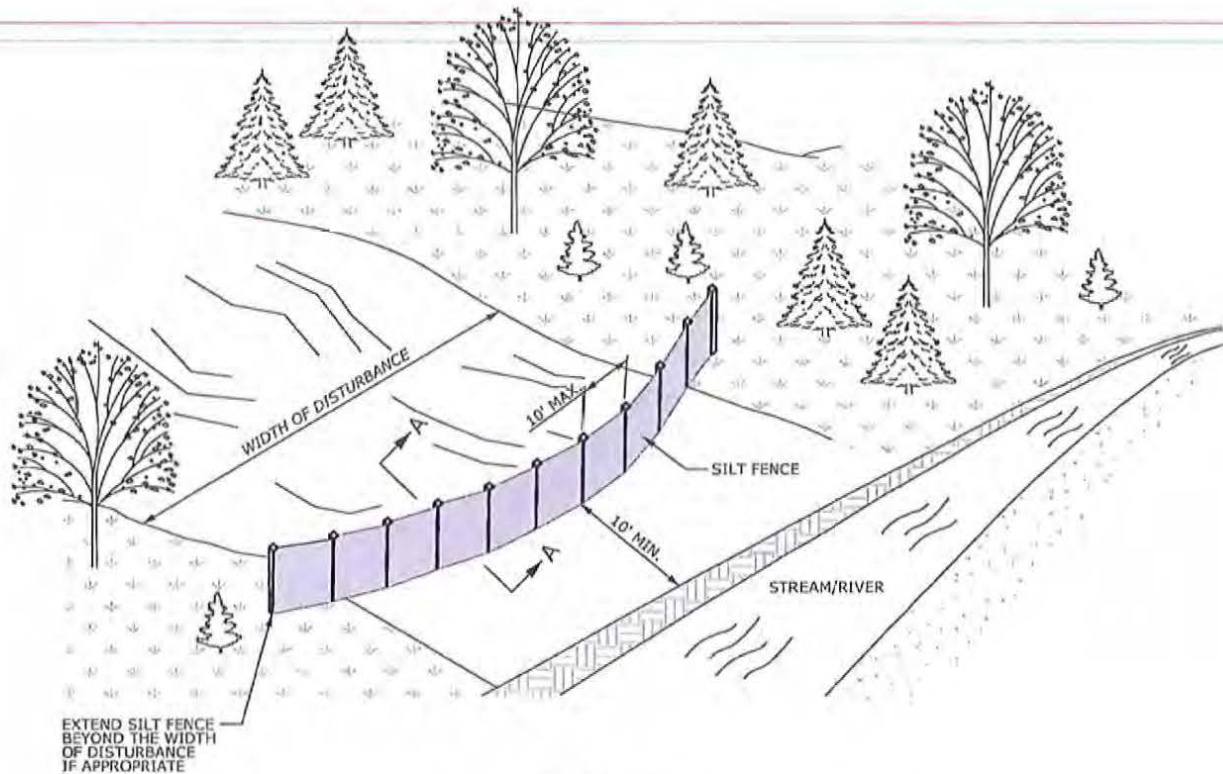
MONTANA-DAKOTA
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ENERGY SERVICES

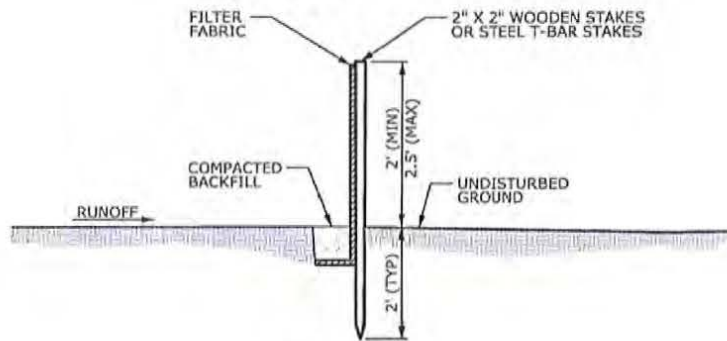
PROJECT OVERVIEW MAP

APPENDIX C

TYPICAL DETAIL DRAWINGS



PLAN VIEW



SECTION A-A

NOTES:

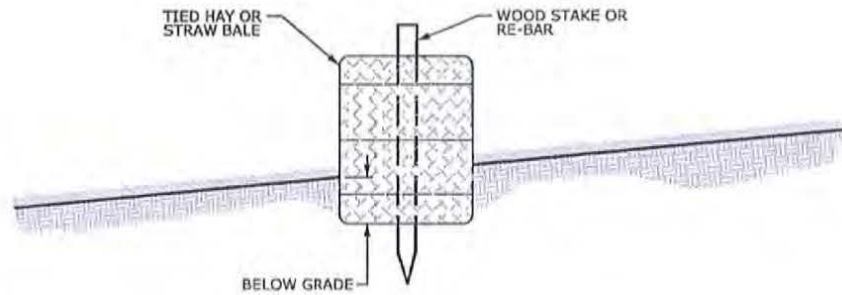
1. Material should be woven geotextile fabric such as Exxon GTF 180 or Mirafi 600X, or an approved equivalent. Secondary reinforcement, such as a construction barrier fence or wire mesh can also be used behind the filter fabric.
2. Silt fence to be reinforced with wooden stakes or steel T-bar stakes placed every 8' or closer as conditions require.
3. The filter fabric minimum length of 1' is to be anchored in a trench with well compacted backfill over the fabric to prevent undermining.
4. To eliminate possible end flow, both ends of the silt fence shall be turned and extended upslope.
5. Silt fences are to be checked and maintained on a regular basis.
6. Where anchoring conditions for the silt fence are poor, place straw bales on downstream side of the silt fence.
7. Installation specifications to be modified based on site specific conditions.

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TECHNOLOGIES

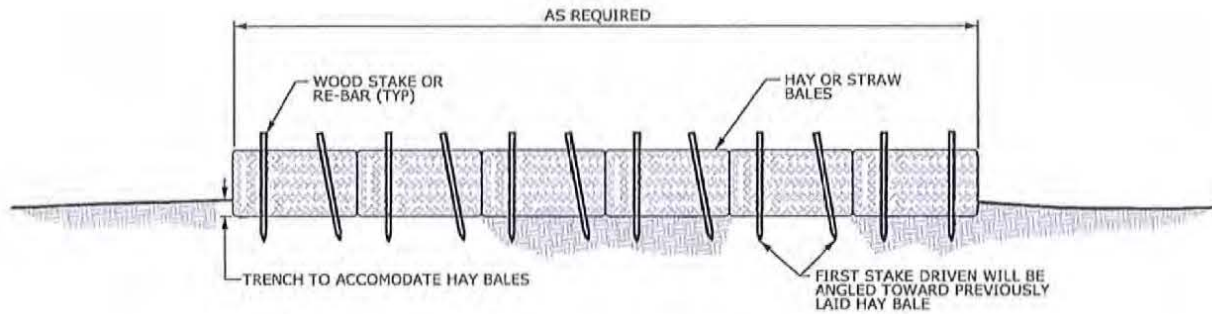
MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

TYPICAL SILT FENCE
BARRIER

 **MONTANA-DAKOTA**
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SECTION



SECTION

NOTES:

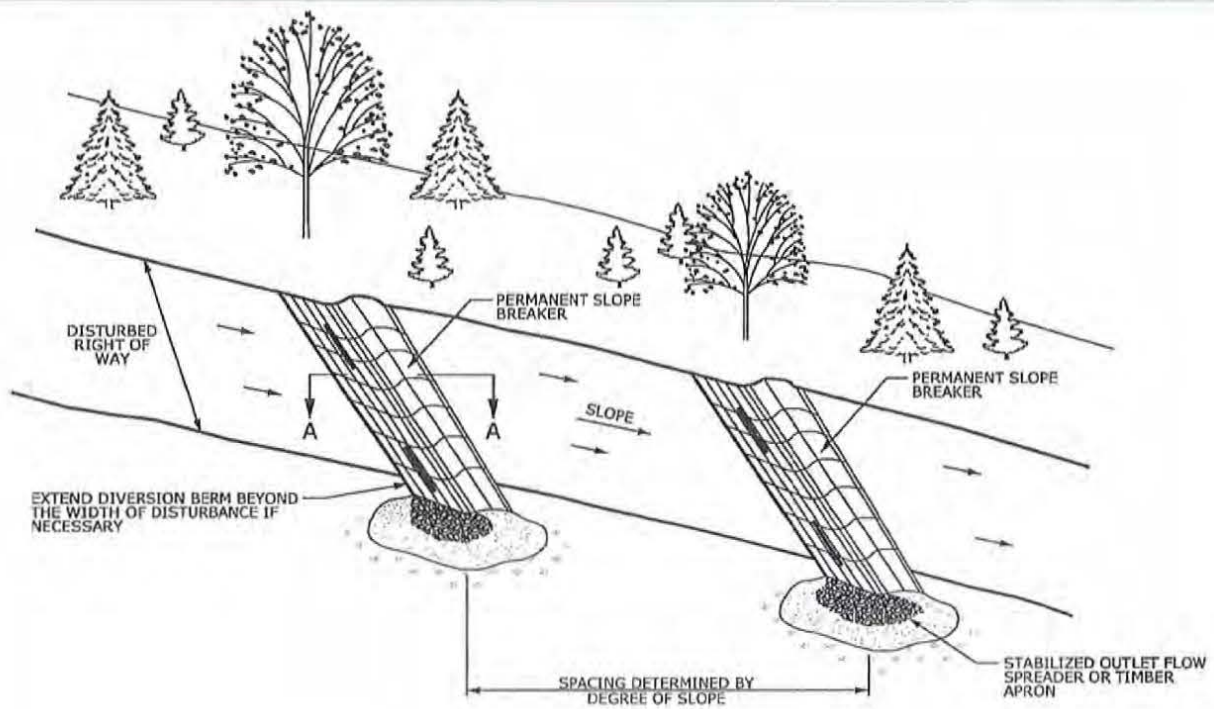
1. To eliminate possible end flow, both ends of the straw bale barrier should be turned and extend upslope.
2. Each bale should be secured by at least 2 stakes. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Any gaps can be filled in by wedging loose straw between the bales. Stakes should be driven. Rebar or standard "T" or "U" posts can be used as stakes, but it should be noted that they may pose a hazard to equipment if the bales disintegrate.
3. Compact the excavated soil against the uphill side of the barrier to prevent piping.
4. Straw or hay bale barriers require continual maintenance to remove collected sediment and replace damaged bales. Pay close attention to the repair of damaged bales, end runs and undercutting beneath bales.
5. To eliminate possible end flow, both ends of straw or hay bale runs should be turned and extended upslope.
6. Installation to be modified as necessary to suit actual site conditions.

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TECHNOLOGIES

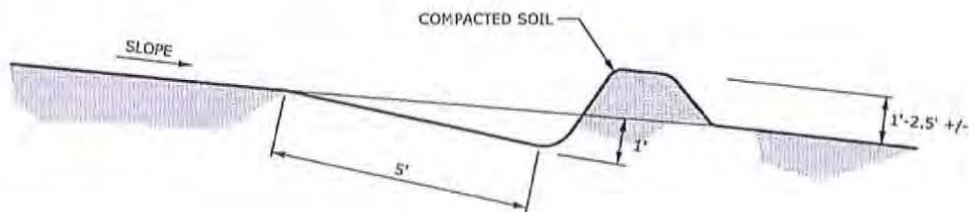
MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

TYPICAL STRAW OR
HAY BALE BARRIER

 **MONTANA-DAKOTA**
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SECTION



SECTION A-A

NOTES:

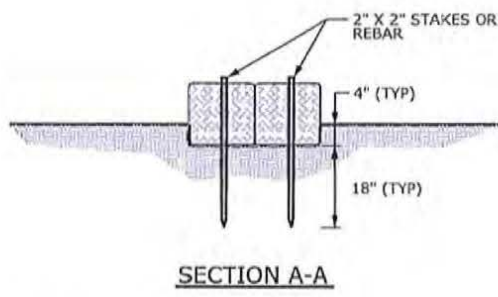
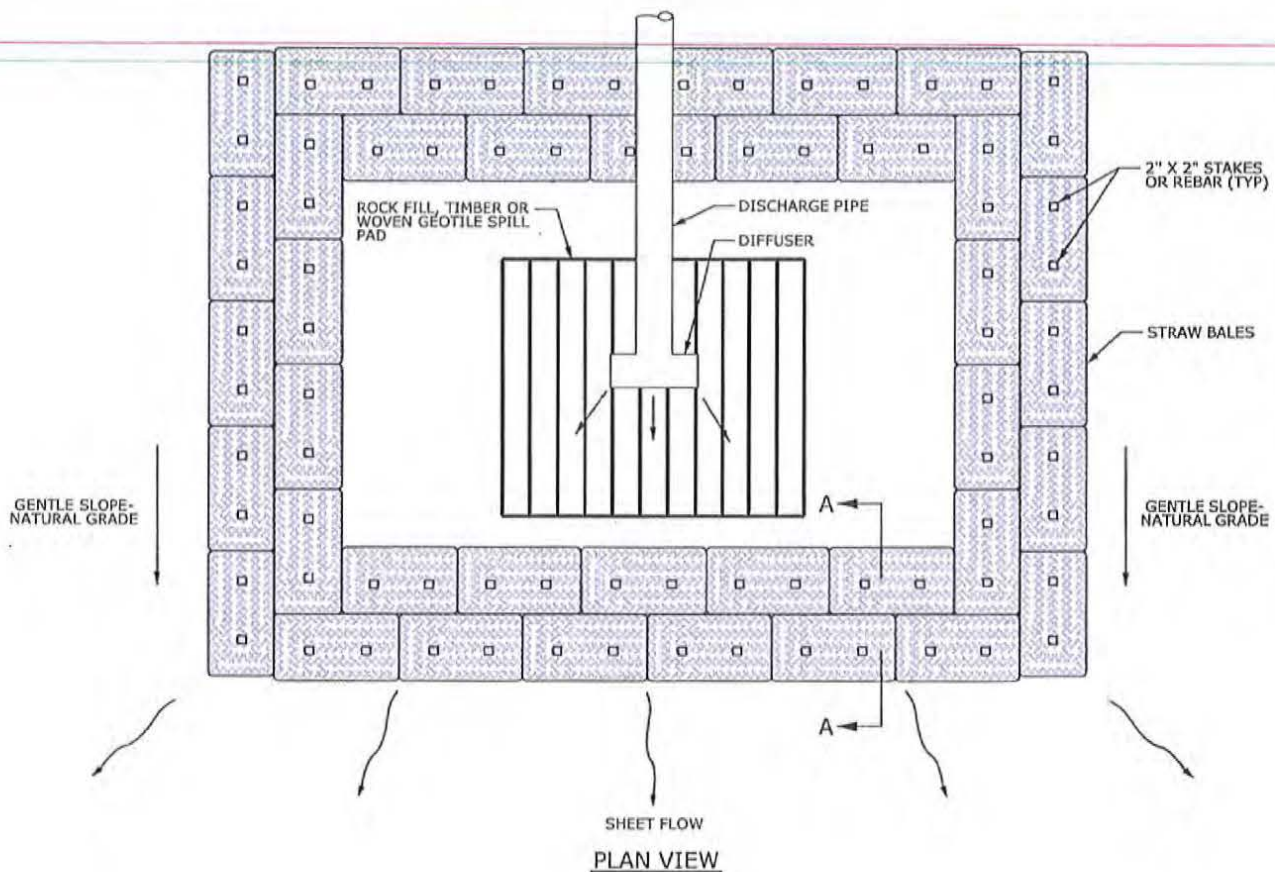
1. Drainage to be directed to adjacent vegetated area.
2. Slope breakers may be modified based on site specific conditions.

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TECHNOLOGIES

MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

PERMANENT SLOPE BREAKERS
(WATER BARS)

MONTANA-DAKOTA
UTILITIES CO.
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NOTES:

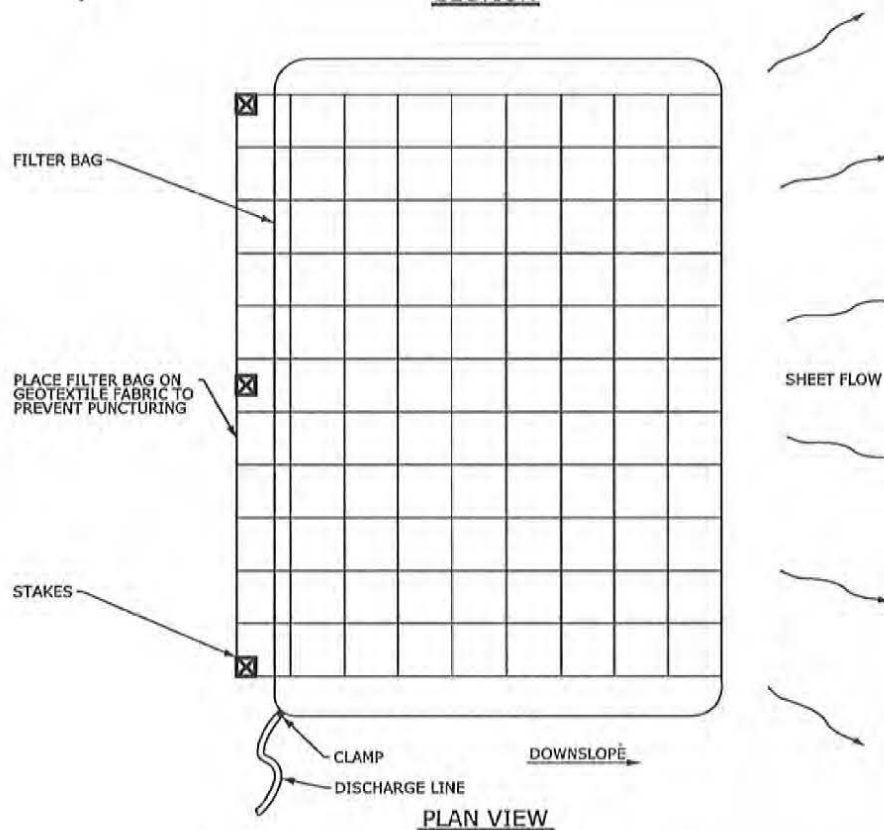
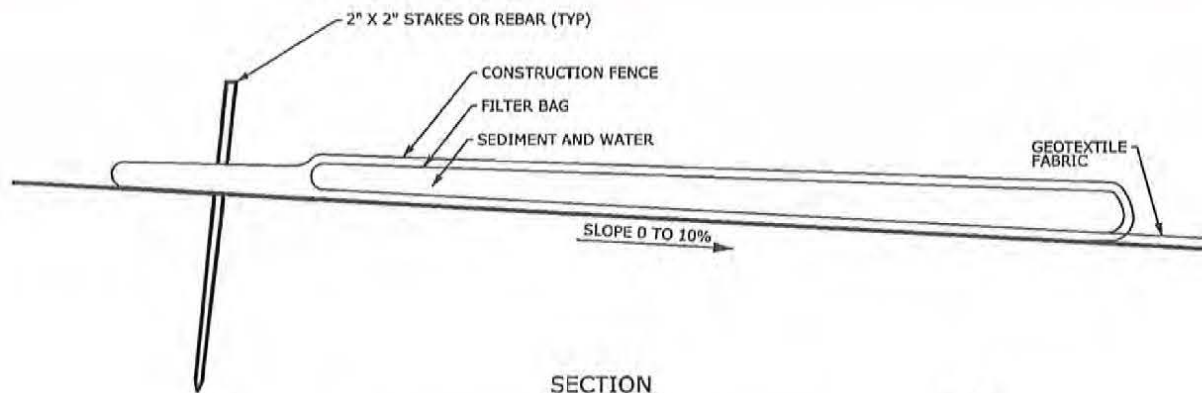
1. Install a straw bale dewatering structure when necessary to prevent the flow of heavily silt laden water into waterbodies or wetlands.
2. Discharge site should be well vegetated and located at least 50 feet away from any waterbody. The topography of the site should be such that water will flow into the dewatering structure and away from any work areas. The area downslope from the dewatering site must be reasonably flat or stabilized by vegetation or other means to allow the filtered water to continue as sheet flow.
3. Direct the pumped water onto a stable spill pad constructed of rockfill, weighted timbers or a woven geotextile staked to the ground surface. Beyond the spill pad force the discharge water into sheet flow using straw bales and the natural topography.
4. Discharge rates should not exceed the structures capacity.
5. Installation specifications to be modified as necessary based on site specific conditions.

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TECHNOLOGIES

MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

TYPICAL STRAW BALE
DEWATERING STRUCTURE

MONTANA-DAKOTA
UTILITIES CO.
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NOTES:

1. Manufactured filter bags are a suitable alternative to straw bale structures for trench dewatering. Filter bags shall be installed as specified by the manufacturer.
2. Installation specifications to be modified as necessary to suit actual site conditions.

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TECHNOLOGIES

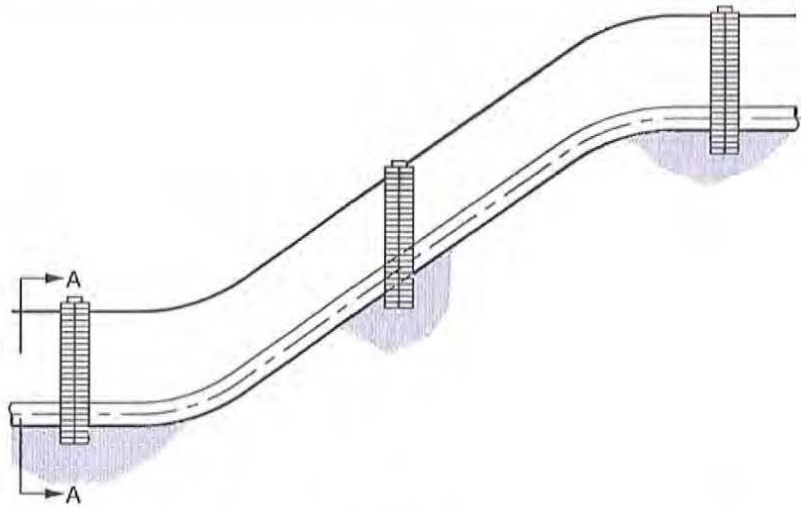
MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

TYPICAL DEWATERING
FILTER BAG

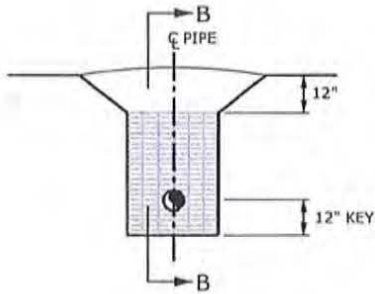


MONTANA-DAKOTA
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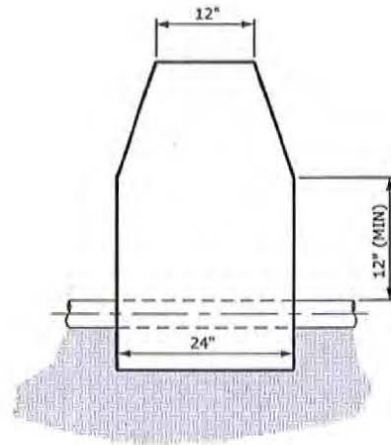
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SECTION



SECTION A-A



SECTION B-B

NOTES:

1. Install trench breakers as directed on the construction drawings.
2. Key each trench breaker a minimum of 1' into bottoms and sides of trench.
3. Foam trench breakers may be used in lieu of sand sack trench breakers.
4. Installation specifications to be modified as necessary based on site specific conditions.

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TECHNOLOGIES

MDU - HESKETT STATION
10" NATURAL GAS
PIPELINE PROJECT
MANDAN, ND

TYPICAL PERMANENT
TRENCH BREAKERS

 **MONTANA-DAKOTA**
UTILITIES CO.
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APPENDIX D

**MONTANA-DAKOTA UTILITIES CO., SPILL
PREVENTION, CONTAINMENT AND
COUNTERMEASURE PLAN**

SPILL PREVENTION, CONTAINMENT AND COUNTERMEASURE PLAN

Montana-Dakota Utilities Co.

Heskett Station Natural Gas Pipeline



June 2013

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TECHNOLOGIES

**Montana-Dakota Utilities Co.
Heskett Station Natural Gas Pipeline**

Spill Prevention, Containment and Countermeasure Plan

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**Montana-Dakota Utilities Co.
Heskett Station Natural Gas Pipeline**

Spill Prevention, Containment and Countermeasure Plan

INTRODUCTION

Montana-Dakota Utilities Co. (Montana-Dakota) is utilizing this Spill Prevention, Containment and Countermeasure (SPCC) Plan for its Heskett Station Natural Gas Pipeline. This SPCC Plan describes the preventative and mitigative measures to be implemented to minimize environmental impacts associated with accidental discharges of a hazardous or controlled substance.

1 SPILL PREVENTION, CONTAINMENT AND COUNTERMEASURE - GENERAL REQUIREMENTS

This SPCC Plan describes planning, prevention and countermeasures to minimize impacts resulting from spills of fuels, petroleum products, or other construction related materials. The Contractor shall implement these measures during the Heskett Station Natural Gas Pipeline Project. Each individual working on this project is responsible for complying with environmental stipulations. If site conditions or engineering constraints make any of these requirements unworkable, or when questions arise concerning environmental requirements, Montana-Dakota shall interpret compliance requirements and offer recommendations.

2 SPILL PLANNING AND PREVENTION

Potential sources of spills include tank leaks, machinery and equipment failure, and fuel handling and transfer operations. To prevent spills from occurring, the Contractor shall adopt, at a minimum, the following procedures.

2.1 Training

- * Contractor shall train all employees handling fuels and other regulated substances to follow spill prevention procedures.
- * Contractor shall train all employees who handle fuels and other regulated substances to quickly and effectively contain and clean up spills.
- * Fuels shall be dispensed by authorized personnel during daylight hours whenever possible. Fuel dispensing operations may not be left unattended.

2.2 Equipment

- * Contractor must supply each construction crew with spill response kits containing a sufficient quantity of absorbent and barrier materials to adequately contain and recover all spills. These kits may include, but are not limited to, drip pans, buckets, absorbent pads, containment booms, straw bales, absorbent clay, sawdust, floor-drying agents, spill containment barriers, and covered drums.
- * Contractor is responsible to have all tools and materials to stop the flow of leaking tanks and pipes kept on-site. Such equipment includes plugs of various sizes, a hammer, assorted sizes of metal screws with rubber washers, a screwdriver, and plastic tape.
- * Plastic lining materials shall also be available for placing below and on top of temporarily-stored contaminated soils and materials.
- * Contractor must inform its on-site employees of the locations of spill response materials and these materials must be readily accessible during construction activities.

2.3 Inspection

- * Contractor shall regularly inspect hoses, pipes, valves, and tanks for leaks and deterioration. Leaks or deterioration that are identified shall be fully repaired prior to resuming use of the equipment on the project. Montana-Dakota reserves the right to require the removal of leaking equipment from the work sites.

3 STORAGE AND HANDLING OF FUELS/HAZARDOUS LIQUIDS

3.1 Storage - General

- * All petroleum products and hazardous materials, chemical, and wastes on-site must be kept in secure containers within secondary structures as described below. Container labels must identify the contents of the container and whether the contents are hazardous.
- * The contractor shall provide Montana-Dakota with a copy of the Material Safety Data Sheet (MSDS) for each hazardous material or chemical product brought on-site. No hazardous chemical/material will be brought on-site without prior consent by Montana-Dakota.
- * The total amount of each hazardous substance stored on-site shall not exceed 5,000 pounds without prior approval from Montana-Dakota.
- * Typical fuel and fluid types, amounts, storage and transport modes are shown on the following table. Some variation can be expected as to the quantities shown depending on the size, location, and time of year for a given construction project.

Typical Petroleum Storage and Handling Volumes on a Construction Spread

Uses	Fluids	Typical Amounts	Storage	Typical Transport Mode		
Fuels	Diesel	500 - 3000 Gallons				
	Military Aviation Kerosene ¹	500 - 3000 Gallons				
	Kerosene ¹	500 - 3000 Gallons	1-2 Tanks or Tankers stored at Contractor Yard	1-2 Fuel Trucks, 1-2 "Fuel Skids"		
	Gasoline	3000 Gallons	5 Gallon cans, 100 Gallon storage in pickups, etc.			
Lubricants	Engine Oil	<500 Gallons				
	Transmission/Drive Train Oil	<500 Gallons			Bulk Storage or Retail Packaging at Contractor Yard Warehouse	1-2 "Grease" Trucks
	Hydraulic Oil	<500 Gallons				
	Gear Oil	<500 Gallons				
	Lubricating Greases	20-30 cases of 24 cans per case				
Coolants	Ethylene Glycol	100 Gallons				
	Propylene Glycol	100 Gallons				

¹ Used generally as additives. Used straight only in extremely cold temperatures.

3.2 Specifications

The Contractor shall follow proper fuel and fluid storage practices, including, but not limited to the following:

- * Storage tanks for fuels, lubricants, waste oil, and other regulated substances shall be located above ground within secondary containment structures.
- * Storage tanks must conform to all applicable industry codes (NFPA, UFC, etc.).
- * Secondary containment structures shall be constructed by forming an unsegmented berm around the storage area, and lining the bottom and sides of the enclosure with heavy plastic sheeting. The bottom of the structure must provide sufficient support to the storage tanks so the liner will not be ripped or punctured. Secondary containment structures must provide a containment volume equal to 150% of the volume of the largest storage vessel with at least one foot of freeboard.

- * The berm shall be constructed of soil, sand bags, or other structurally stable material approved by Montana-Dakota. If soil is used for the containment berm, it shall be constructed with stable slopes to limit erosion and improve stability.
- * The plastic used to line the bottom of the secondary containment structure shall be at least 10 mil thick, and be compatible with the substance stored. The plastic sheeting must extend over the top of the berm, and provide an impervious waterproof barrier between the storage area and the ground.
- * Secondary containment structures must not have drains. Precipitation collected in the structures must be visually inspected and approved for disposal by Montana-Dakota before it may be drawn off and discharged to the ground.
- * Adequate amounts of spill response materials must be kept near secondary containment structures to allow for rapid cleanup of any spilled material.
- * Vehicle maintenance wastes, including used oils and other fluids, will be handled and managed by personnel trained in the procedures outlined in this plan. Vehicle maintenance wastes must be stored and disposed of in accordance with applicable environmental regulations. Materials (i.e., rags, filters) containing oils, fuels and other regulated substances must be stored and disposed of in accordance with applicable environmental regulations.

4 FUEL STORAGE AND REFUELING PROCEDURES IN WETLANDS

Montana-Dakota prohibits fuel and lubrication storage and equipment refueling in or within close proximity to wetlands. Montana-Dakota requires that the storage of petroleum products, refueling and lubricating operations take place in upland areas that are: 1) outside municipal watershed areas; 2) more than 100 feet from wetlands and water bodies; and 3) at least 200 feet from private water supply wells (400 feet from community wells). Equipment yards are best suited for these activities.

5 SPILL CONTAINMENT AND CLEANUP

In the event of a spill, Contractor will abide by all applicable federal, state and local regulations with respect to cleaning up the spill. All cleanup and other spill-related activities must be completed by, and costs assumed by, Contractor. Specific cleanup measures for both upland and wetland/waterbody spills are described below.

5.1 Immediate Response

Immediately upon learning of the spill of any fuel, oil, hazardous material or other regulated substances, or upon learning of conditions that could lead to a spill, the person discovering the situation shall:

- * Initiate actions to contain the fluid that has spilled or is about to spill, and eliminate the source of the spill to the maximum extent that is safely possible;
- * Remove all potential ignition sources if the spilled material is combustible or flammable;
- * Evacuate the spill site as necessary to safeguard human health. Evacuation parameters shall include consideration for the potential of fire, explosion and hazardous gases; and
- * Notify Montana-Dakota and provide them with the 1) location, time and cause of the spill; 2) type of material that has spilled; and 3) whether the spill has reached or is likely to reach any surface water.

5.2 Mobilization

- * Contractor shall mobilize on-site personnel, equipment and materials for containment and/or clean-up commensurate with the extent of the spill.
- * If Contractor determines a spill is beyond the response capability of on-site equipment and personnel, Contractor shall immediately notify Montana-Dakota that an emergency response contractor is needed.
- * Contractor shall assist the emergency response contractor and monitor their response activities to ensure that the actions are consistent with the requirements of this SPCC Plan.

5.3 Clean-up

- * Barricade or isolate the spill area, if necessary, to keep unauthorized personnel out.
- * Contain the spill area, as necessary, using booms, soil berms, ditches or similar means.
- * Flowing spills must be contained and/or absorbed before reaching surface waters or wetlands.
- * Absorbent material shall be placed over spills to minimize spreading and to reduce its penetration into the soil.
- * Smaller spills on land shall be cleaned up with absorbent materials. Contaminated soil or other materials associated with these releases shall also be collected and disposed of in accordance with applicable regulations.
- * For large spills on land, pooled material must be pumped immediately into tank trucks. Contractor or, if necessary, an emergency response contractor shall excavate all contaminated soil. The spilled material and the contaminated soil must be treated and/or disposed of in accordance with all applicable federal, state, and local agency requirements.

- * For spills that occur on surface waters and/or in wetlands, floating booms and skimmer pumps shall be used to contain and recover released materials in these waterbodies. An emergency response contractor must be secured to further contain and clean up the spill. Contaminated soils in wetlands and drainage ditches will be excavated and placed on, and covered by, plastic sheeting in bermed areas away from the waterbody.
- * Remove all contaminated material and place in Department of Transportation approved containers. Use pumps as needed for liquids.
- * Use rags and cleaning agents, as needed, to clean reusable spill response equipment.

5.4 Storage and Disposal of Contaminated Materials

- * All contaminated soils, absorbent materials and other contaminated wastes shall be handled, contained and disposed of by Contractor in accordance with all applicable state and federal regulations.
- * Contaminated soil and used spill response materials shall be placed in sealable containers and temporarily stored within an approved secondary containment structure on-site until arrangements can be made for testing (if required) and disposal.
- * Label all containers with the type of waste and start date of accumulation.
- * If it is impractical to temporarily store contaminated materials in containers, the materials shall be placed within a pre-approved secondary containment structure; e.g., placed on, and covered by, plastic sheeting in a bermed area away from any waterbody.
- * Contractor will coordinate with Montana-Dakota to arrange for sampling to determine clean-up and disposal requirements, and proper transportation and disposal of all contaminated materials.
- * Contractor will submit test results to Montana-Dakota and documentation of proper transportation and disposal.

5.5 Pipe Coating Overspray

- * Drop cloths shall be used to catch overspray resulting from pipe coating operations.
- * All pipe coating overspray wastes shall be handled, contained and disposed of by Contractor in accordance with all applicable state and federal regulations.

6 SPILL NOTIFICATION

In the event of a spill, Contractor and Montana-Dakota will comply with by all applicable federal, state and local regulations with respect to notifying the regulatory agencies of the spill. Notification responsibilities, agency contacts and spill information requirements are described below.

6.1 Notification Responsibilities

- * Report any spill that may seriously endanger health or the environment as soon as possible, but no later than 24 hours from the time you became aware of the spill.
- * Contractor must notify Montana-Dakota immediately of any spill of a petroleum product or hazardous materials regardless of the amount.
- * Montana-Dakota or its representatives will report spills to appropriate federal, state, and local agencies as required.
- * Some releases may require immediate response by trained emergency personnel. This may be coordinated through the Department of Health, Department of Emergency Services and any other state or local emergency response agencies that may be needed. If there is any question as to proper response, call the Department of Health at 701.328.5210 or the North Dakota hazardous materials emergency assistance and spill reporting number (800.472.2121) and provide all relevant information about the incident.
- * For spills in waterbodies, including wetlands, Montana-Dakota will notify the National Response Center immediately.

6.2 State and Federal Agencies

Montana-Dakota will notify the appropriate agencies in the event of an accidental release. These may include, but are not limited to the following:

EPA-Region 8, Emergency Response Branch
Phone: (800) 424-8802 (24 hours)

North Dakota, Division of Homeland Security
Phone: (800) 800.472-2121(24-hour Duty Officer)

6.3 Notification Information

In the event of a spill, Contractor shall collect the following information to support spill notification requirements and planning of subsequent activities. Non-emergency releases may be reported by filling out the online Environmental Incident Report Form at www.ndhealth.gov/WQ/GW/spills.htm.

- * A legal description of the spill location and specific directions from the nearest roadway intersection and from the nearest community.
- * The time and date of the spill and the time and date the spill was discovered.
- * The type and estimated volume of spilled material and the manufacturer's name.
- * The media in which the spill exists (e.g., soil, water, etc.).
- * The topography and surface conditions of the spill site.
- * Proximity of surface waters including wetlands.
- * Weather conditions.
- * The cause of the spill.
- * Immediate containment and/or cleanup actions taken.
- * The extent of any spill-related injuries and if the spill still poses a risk to human health.
- * Name, company, address and telephone number of person who reported the spill.
- * Name, company, address and telephone number of responsible party (Contractor).

The Contractor will submit follow-up written reports, associated laboratory analyses and other documentation, if applicable, to Montana-Dakota.

APPENDIX E

STORMWATER INSPECTION FORM

Project Name: Heskett Station Natural Gas Pipeline Project

Coverage Number: _____

Inspector: _____ Date: _____ Time: _____

Precipitation Amount: _____ Date: _____

- Areas Inspected (Choose Applicable):
- Active areas
 - Stabilized areas with less than 70% cover
 - Areas that have achieved final stabilization

Is there evidence of, or the potential for, pollutants entering drainage systems or waters of the state from:

- Material Storage Areas Y N
- Vehicle Maintenance Areas Y N

Observations / Corrective Actions:

<input type="checkbox"/> Y <input type="checkbox"/> N	Have all erosion and sediment controls and best management practices identified in the plan been installed or implemented?
<input type="checkbox"/> Y <input type="checkbox"/> N	Are erosion and sediment controls operating correctly and in serviceable condition?
<input type="checkbox"/> Y <input type="checkbox"/> N	Are erosion and sediment controls operating consistently and effectively?
<input type="checkbox"/> Y <input type="checkbox"/> N	Are there any devices similar to silt fence or fiber rolls where sediment has reached more than 1/3 the height of the device? (Removal and repairs must be made within 24 hours.)
<input type="checkbox"/> Y <input type="checkbox"/> N	Are there any sediment basins where collected sediment has reduced the storage capacity by 1/2? (Drainage and removal must be completed within 72 hours.)
<input type="checkbox"/> Y <input type="checkbox"/> N	Is there evidence of sediment deposits in surface waters, drainage ditches or other stormwater conveyance systems? (Removal and stabilization must be completed within 7 days unless prohibited by legal, regulatory or physical access constrains. All reasonable efforts must be made to obtain access. Once permission is granted, removal must take place within 7 days.)
<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	Is there evidence of sediment being tracked off-site by vehicles or equipment? (Sediment tracked or deposited on paved surfaces must be removed within 24 hours.)
<input type="checkbox"/> Y <input type="checkbox"/> N	Is there evidence of sediment depositing off-site other than in surface waters, drainage ditches and stormwater conveyance systems? (Sediment must be recovered in a manner and frequency sufficient to minimize off-site impacts – for example, sediment could wash away during the next precipitation event.)
<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	Is stormwater flow distributed evenly over vegetative buffers?
<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	Is sediment accumulating in vegetative buffers?
<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	Are rills forming within vegetative buffers? (If vegetative buffers are silted covered, contain rills or are otherwise rendered ineffective, other erosion and sediment controls must be implemented. Eroded areas must be repaired and stabilized.)
<input type="checkbox"/> Y <input type="checkbox"/> N	Are litter, debris, chemicals and parts being managed properly to minimize stormwater pollution?
<input type="checkbox"/> Y <input type="checkbox"/> N	Are liquid or soluble materials like oil, fuel, paint, etc., properly stored to prevent spills, leaks or other discharges?
<input type="checkbox"/> Y <input type="checkbox"/> N	Is there evidence of concrete wash water discharging to waters of the state, storm sewer systems or onto adjacent properties?

Site Inspection Record Construction

<input type="checkbox"/> Y <input type="checkbox"/> N	Is there evidence of wastewater from processing operations or sanitary facilities (i.e., portable toilets) discharging from the site? <small>(These types of discharges are not covered by the construction general permit, NDR10-0000. They must be stopped immediately if they are not covered by another type of permit. The following non-stormwater discharges are allowable if the appropriate prevention measures are in place: fire-fighting, fire hydrant flushing, potable water line flushing, infrequent building and equipment wash down without detergents, uncontaminated foundation drains, springs, lawn watering and air conditioning condensate. Please note that discharges from temporary dewatering activities, such as hydrostatic testing or disinfection of new pipelines may require coverage under the temporary dewatering general permit, NDG07-0000.)</small>
<input type="checkbox"/> Y <input type="checkbox"/> N	Is there evidence of wash water from tools or equipment draining to waters of the state, drainage ditches or storm sewer systems?
<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	Are permanent stormwater management measures (e.g., oil-water separators, rain gardens) functioning properly?

Corrective Actions and Schedule:

- Are best management practices effective to minimize the discharge of sediment from the site?
 Y N
- Do best management practices need to be adjusted?
 Y N
- Are additional best management practices needed?
 Y N

Comments:

List all spills, leaks or hose-breaks that have occurred since the last inspection:

-Size	-Location	-Was it reportable?	-Was it reported?
<hr/>	<hr/>	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
<hr/>	<hr/>	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
<hr/>	<hr/>	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

- Were Spill Prevention Procedures adequate?
 Y N
- What Spill Response Procedures were used?
 Y N

Comments

- Has the SWPP Plan been updated as a result of this inspection?
 Y N
- Has the Site Map been updated as a result of this inspection?
 Y N



NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov



July 10, 2013

David Yexley
Montana-Dakota Utilities Co.
400 N 4th Street
Bismarck, ND 58501

Re: NDPDES Permit No. NDG070385

We have received your "Application for Permit to Discharge - NDPDES Industrial-Short Form C" and have granted authority to discharge under the General Permit for Temporary Dewatering/Hydrostatic Testing Permit NDG070000. Your facility has been assigned permit no. NDG070385. This permit has been issued by the North Dakota Department of Health (NDDoH) with the understanding that all other applicable permits and permissions have been obtained for the start of the following project. The application indicates that the discharge(s) will consist of Missouri River water from the hydrostatic test and ground water from trench dewatering of a new natural gas line:

<u>Discharge Point</u>	<u>Volume (Gallons)</u>	<u>Location</u>
001H	≈ 532,000	Heskett NG Line – Hydrostatic Morton County
002D	NA	Heskett NG Line – Dewatering Morton County

All discharge points shall be inspected daily. On a daily basis record the total volume of discharge and make a visual inspection for Oil and Grease. Analytical parameters for pH and Total Suspended Solids (TSS) shall be tested weekly while discharging for this project. The parameter of Oil and/or Grease is waived unless sheen is observed in the discharge; if observed then collect a sample for Total Petroleum Hydrocarbon (TPH). The department shall be contacted on all findings of Oil and Grease. All discharges made directly to a surface water body or wetland shall be inspected closely so as to minimize any turbidity issues. Best Management Practices (BMPs) must be used to minimize the impact of the discharge.

ADDITIVES: No additives were reviewed for this project.

Enclosed are Discharge Monitoring Report (DMR) forms for your use. If someone else is responsible for the submittal of the DMRs, please forward this letter and the enclosed forms to them. The reports cover three months; the dates and location have been filled out. If no discharge occurs during the reporting period, check "No" in section one. The reports must be post-marked by the last day of the month following the end of each reporting period. All original DMR forms should be sent to NDDoH and a copy should be kept for your files. EPA no longer requires a copy of the DMR form.

If any other testing is conducted during this project, copies of the results of any such test should be forwarded to the Department. **Should you wish to no longer be covered under this permit, you must submit a written request to terminate and cite the reasons for termination.** Coverage shall be maintained until a written notification to release has been issued to the permittee by NDDoH. Should you have any questions about your permit or how to complete the DMRs, please contact me at (701) 328-5234.

Sincerely,

Marty Haroldson
Environmental Scientist
Division of Water Quality

Enc.
Cc: EPA

Environmental Health
Section Chief's Office
701.328.5150

Division of
Air Quality
701.328.5188

Division of
Municipal Facilities
701.328.5211

Division of
Waste Management
701.328.5166

Division of
Water Quality
701.328.5210

Burlington Northern Santa Fe Railway (BNSF)

Pipeline License – Crossing Permit



JONES LANG
LASALLE

Jones Lang LaSalle Americas, Inc.
4300 Arnon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2685
tel +1 817-230-2600, fax +1 817 306-8285

May 9, 2013

Tracking # 13-47433

Montana-Dakota Utilities Co.,
a Division of MDU Resources Group, Inc.
Attention: Mr David Yexley
400 North Fourth Street
Bismarck, North Dakota 58501

Dear Mr Lunder

Enclosed please find one (1) fully executed Agreement for your file. **A copy of the executed Agreement must be available upon** request at the job site allowing authorization to do the work. Please contact the Roadmaster at *300 1st Street SW, Mandan, ND 58554, telephone (701) 667-2235 or cell (701) 426-8611*, ten (10) days in advance of entry and **BEFORE YOU DIG, CALL 1-800-533-2891, OPTIONS 1, 2, 4.**

If you need additional information please contact me at (817) 230-2634.

Sincerely,

A handwritten signature in cursive script that reads "Camille Barbosa".

Camille Barbosa
Contract Specialist

Enclosure

cc: Kevin Kemmet, Roadmaster - Kevin.Kemmet@bnsf.com

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective May 9, 2013 (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a Delaware corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) steel pipeline, 10.136 inches in diameter (the "Pipeline"), across or along Licensor's rail corridor at or near the station of Mandan, County of Morton, State of North Dakota, Line Segment 0039, Mile Post 4.00 as shown on the attached Drawing No. 1-57547, dated April 15, 2013, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").

Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A BNSF Flagman must be present during installation and will monitor the ballast and roadbed.

2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry *natural gas*, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Nine Hundred Ninety and No/100 Dollars (\$3,990.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the *Pipeline*, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay

Licensors representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 300 1st Street SW, Mandan, ND 58554, telephone (701) 667-2235, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
12. Boring and Excavation.
- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession

regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2. For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "Indemnities" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following Insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional Insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of Insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily Injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of Insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in

any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,150.00.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted, not required for this permit

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's Insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation; liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of-way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.
- 23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
 - 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
 - 26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or

consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: Montana-Dakota Utilities Co.,
a Division of MDU Resources Group, Inc.
400 North Fourth Street
Bismarck, North Dakota 58501
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
 - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
 - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc, is acting as representative for BNSF Railway Company.

END OF PAGE

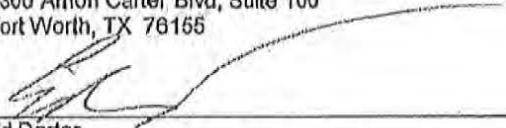
SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76165

By: 

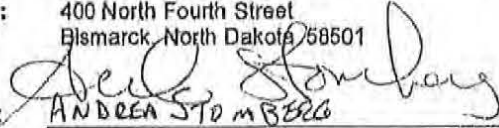
Ed Darter
Title: Vice President - National Accounts

Date: _____

LICENSEE:

MONTANA-DAKOTA UTILITIES CO.,
A DIVISION OF MDU RESOURCES GROUP, INC. a Delaware corporation

By: 400 North Fourth Street
Bismarck, North Dakota 58501

By: 

ANDREA STOMBERG DK

Title: VICE PRESIDENT - ELECTRIC SUPPLY

Date: APRIL 26, 2013

TRACKING NO. 13-47433

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

MONTANA-DAKOTA UTILITIES CO.,
 A DIVISION OF MDU RESOURCES GROUP, INC.

SCALE: 1 IN. = 150 FT.

MONTANA DIV.

DICKINSON SUBDIV. L.S. 0039

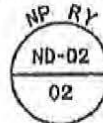
DATE 04/15/2013

SECTION: 25

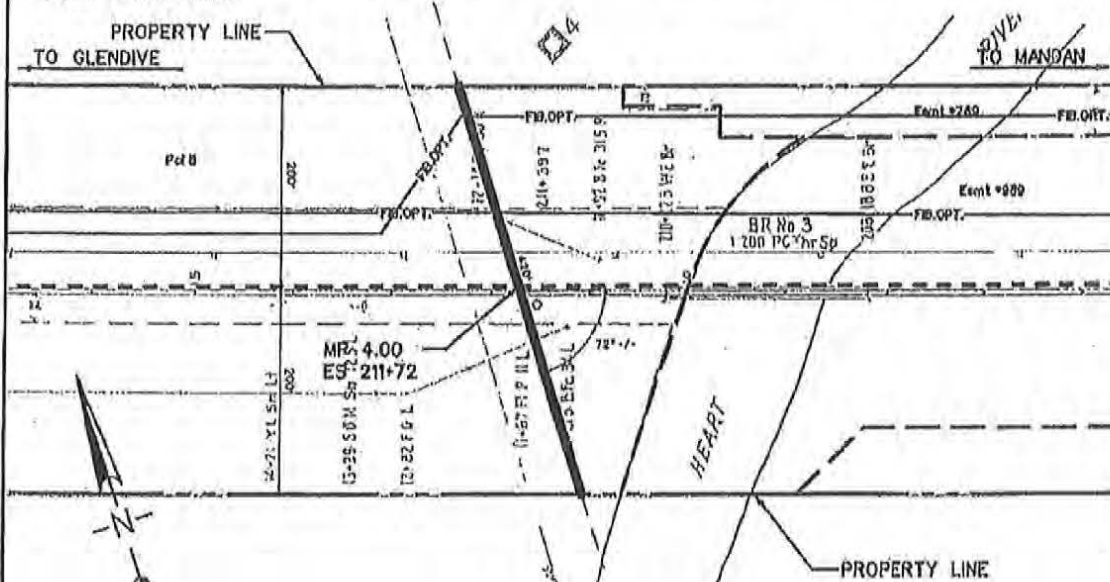
TOWNSHIP: 139N

RANGE: 82W

MERIDIAN: 5PM



MAP REF. S63601



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	10.136"	-	LENGTH ON R/W:	420'	-
CONTENTS:	NATURAL GAS	-	WORKING PRESSURE:	1200 PSIG	-
PIPE MATERIAL:	STEEL	-	BURY: BASE/RAIL TO TOP OF PIPE		10' MIN.
SPECIFICATION/GRADE:	X60	-	BURY: NATURAL GROUND		6' MIN.
WALL THICKNESS:	0.307"	-	BURY: ROADWAY DITCHES		6' MIN.
COATING:	FBE	-	CATHODIC PROTECTION		YES

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: PIPE TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

NEAR MANDAN
 COUNTY OF MORTON

STATE OF ND

JWD

DRAWING NO. 1-57547

North Dakota Department of Transportation

Utility Crossing Permits

I-94; I-94 Business Loop; Hwy. 1806



North Dakota Department of Transportation

Grant Levi, P.E.
Interim Director

Jack Dalrymple
Governor

May 14, 2013

Montana-Dakota Utilities Co.
400 N 4th St.
Bismarck, ND 58501

UTILITY PERMIT #12453, HIGHWAYS I-94, 1806 & I-94 BUSINESS LOOP

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.

The bore pits and equipment used for the buried crossings on Highway 1806 and the I-94 Business Loop must be outside the clear zone which is a minimum of 38 feet from the centerline. The bore pits for the crossing on I-94 must be outside the right of way limits.

If you have any questions please call. Thanks!

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

RENEE SEIBEL – ENGINEERING TECHNICIAN IV

rs
enclosure

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 04-2011)

Document Number <u>12453</u>	(FOR STATE USE ONLY)	Permit Number <u>1-94-148.5426</u>
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APPLICANT INFORMATION

Owner of Facility Montana-Dakota Utilities Company		City Bismarck	State ND	Zip Code 58501
Mailing Address 400 North Fourth Street				Telephone Number (701) 222-7900
Owner's Agent Dave Hennen/ProSource Technologies	City Coon Rapids	State MN	Zip Code 55433	Telephone Number (763) 786-1445
Owner's Contractor TBD	City	State	Telephone Number	

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 148.5426 End Ref. Point _____

Highway No. <u>I-94</u>	<input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	Begin <u>2,415</u> feet from reference marker	Mile <u>149</u>
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	End <u>2,415</u> feet from reference marker	Mile <u>149</u>
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W from city of <u>Mandan</u> or _____ miles from junction highway _____		

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility <u>Construct an approximately 24-mile long, 10 inch outside diameter steel natural gas pipeline in Morton County, ND.</u> <u>The purpose of this pipeline project is to provide the required natural gas to MDU's new Heskett Generating Station.</u>		
Size of Facility <u>10" steel pipe .307 wall in ROWs - bored</u>	Number of Cables <u>NA</u>	Length of Down Guys <u>NA</u>
Pipeline Pressure <u>Operating Pressure: 800-1200 PSI</u>	Size of Casing <u>NA - .307 wall thickness in ROW</u>	Length of Casing <u>NA</u>
Location of Pole(s) <u>NA</u>	Location of Appurtenances <u>NA</u>	Location - Others <u>Markers at edge of ROW as required</u>

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) 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.
- (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.

LOCATION NO. 2 (FOR STATE USE ONLY) Begin Ref. Point 911.9352 End Ref. Point _____

Highway No. <u>U.S. 10</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 type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	Begin <u>342</u> feet from reference marker	<u>Mile 912</u>
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	End <u>342</u> feet from reference marker	<u>Mile 912</u>
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W from city of <u>Mandan</u> or _____ miles from junction highway _____		

LOCATION NO. 3 (FOR STATE USE ONLY) Begin Ref. Point 76.4830 End Ref. Point _____

Highway No. <u>1806</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 checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin <u>2,550</u> feet from reference marker	<u>Mile 76</u>
Direction <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End <u>2,550</u> feet from reference marker	<u>Mile 76</u>
<input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of <u>Mandan</u> or _____ miles from junction highway _____		

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____ feet from reference marker	_____
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 _____		

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____ feet from reference marker	_____
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 _____		

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____ feet from reference marker	_____
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 _____		

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____ feet from reference marker	_____
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 _____		

INTERSTATE HIGHWAYS - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

(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, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be 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, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

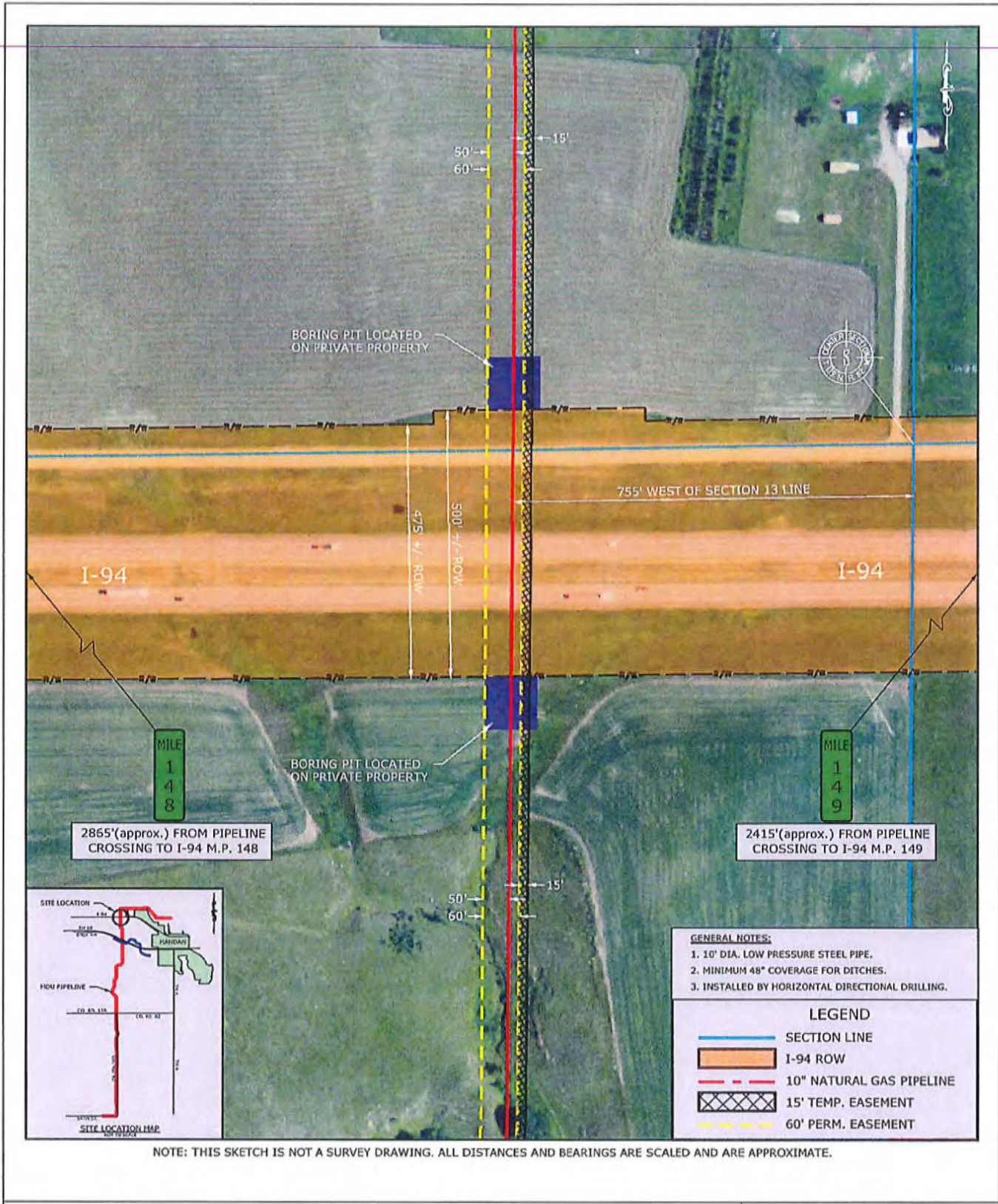
(I) The installation shall be completed on or before July 30, 20 14

5/7/2013 DATE David Yessley 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 22 day of May, 20 13.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Kevin J. Lewis
DISTRICT ENGINEER (TYPE OR PRINT)
K J L
SIGNATURE



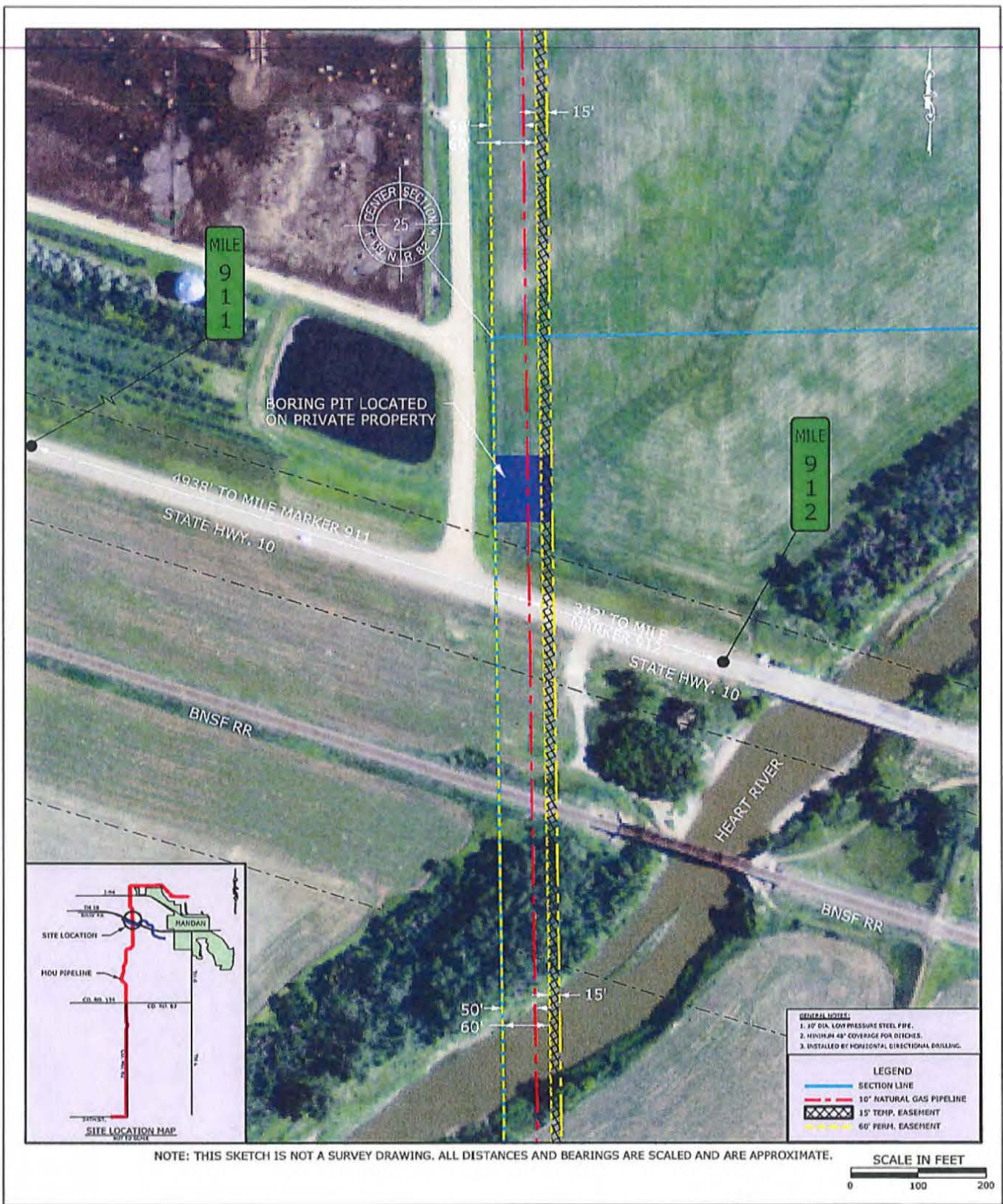
MDU - HESKETT STATION
10" NATURAL GAS PIPELINE
I-94 PIPELINE ROAD CROSSING
Mandan,ND

DATE: 05/01/2013

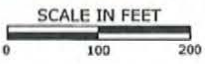
OWNER NAME
NDDOT I-94


MONTANA-DAKOTA
 UTILITIES CO.
A Division of MDU Resources Group, Inc.
In the Community to Serve®


ProSource
TECHNOLOGIES



NOTE: THIS SKETCH IS NOT A SURVEY DRAWING. ALL DISTANCES AND BEARINGS ARE SCALED AND ARE APPROXIMATE.

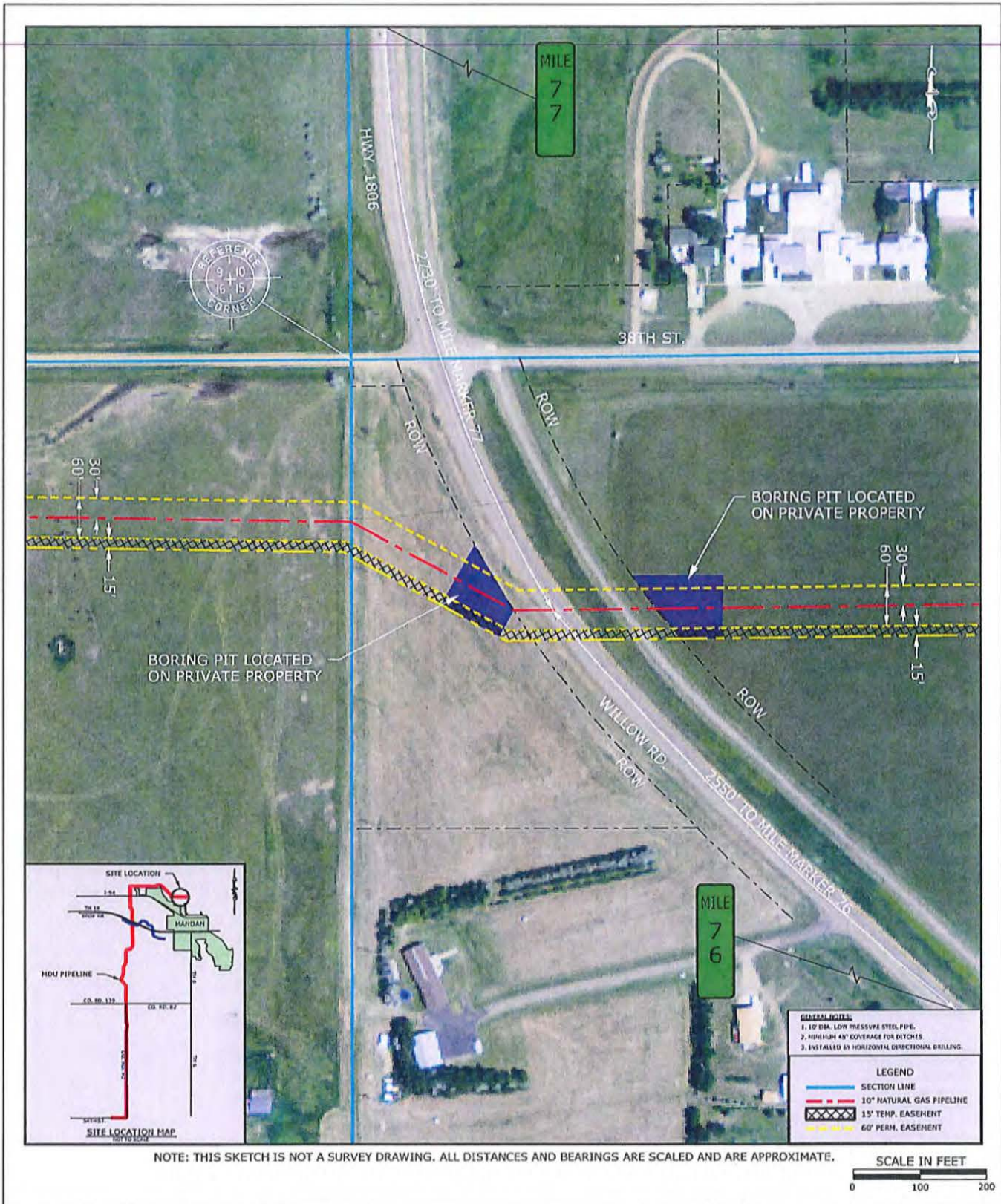


MDU - HESKETT STATION
 10" NATURAL GAS PIPELINE
 STATE HWY. 10
 Mandan, ND

STATE HWY. 10

MONTANA-DAKOTA
 UTILITIES CO.
 A Division of MDU Resources Group, Inc.
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ProSource
 TECHNOLOGIES



MDU - HESKETT STATION
 10" NATURAL GAS PIPELINE
 STATE HWY. 1806 CROSSING
 Mandan, ND

STATE HWY. 1806

MONTANA-DAKOTA
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 TECHNOLOGIES

Morton County

Road Crossing Permit – 38th Street

Building Permit – 54th Street

Approach Permit – 54th Street

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: Montana-Dakota Utilities Co. PHONE NUMBER: 701.222.7900 ADDRESS: 400 North Fourth Street, Bismarck, ND 58501

LOCATION OF FACILITY: 38th Street QTR SW-SE SEC. 10 TWP. 139 N RGE. 81 W

TYPE OF FACILITY : Installation of a 10-inch, Steel API 5L X60 PSL2 epoxy coated, Natural Gas Pipeline.

ADDITIONAL COMMENTS: MDU – Heskett Pipeline Project (Refer to map of crossing location)

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: _____

ACCEPTANCE OF TERMS AND CONDITIONS:

Project Manager
 APPLICANT: David Yexley
 Director of Business Development & Special Projects
 Montana-Dakota Utilities, Co.

SIGNATURE:
 DATE: 6/27/2013

David Yexley

APPROVAL:

[Signature]

COUNTY ROAD SUPERINTENDENT

7/24/13
 DATE

FIELD INSPECTION _____ DATE _____

APPLICATION FOR BUILDING PERMIT

MORTON COUNTY BUILDING DEPARTMENT
210 2ND AVE NW, MANDAN, ND 58554
PHONE: 701-667-3325 FAX: 701-667-3380

Permit: B-71	Parcel ID: 23-0136000	Date: July 19, 2013
---------------------	-----------------------	---------------------

SITE ADDRESS: 54th Street	LEGAL DESCRIPTION: See site plan
----------------------------------	---

OWNER: Montana-Dakota Utilities, Co.	ADDRESS: 400 North 4th St. Bismarck, ND 58501
---	--

HOME PHONE: <input type="text"/>	WORK PHONE: 701-222-7900	CELL PHONE: <input type="text"/>
----------------------------------	---------------------------------	----------------------------------

BUILDING CONTRACTOR: Parkline Inc.	CONTRACTOR PHONE: 304-586-2113
---	---------------------------------------

DESCRIPTION OF BUILDING: Nat. Gas Station	TYPE OF CONSTRUCTION: PreFab Steel
--	---

(IE: HOUSE, GARAGE, SHOP, ECT.)

(IE: WOOD, STEEL, POLE, ECT)

CLASS OF WORK: NEW X	ADDITION	ALTERATION	REPLACEMENT
-----------------------------	----------	------------	-------------

OTHER INSTALLATIONS NEEDED (PLBG, HTG, ELEC, GAS) YES **X** NO

If yes, separate applications are required, Plbg & Elec inspections are to be done by the State Of ND Board of Inspectious
Plumbing- 701-328-9979 Electrical - 701-328-9522

HOME OWNER MUST COMPLY WITH SUBDIVISION COVENANTS

CERTIFICATE OF OCCUPANCY IS NOT REQUIRED FOR ADDITIONS, ALTERATIONS, GARAGES OR SHOPS

FEE SCHEDULE

BUILDING PERMIT FEES ARE BASED ON TOTAL VALUE OF: NEW CONSTRUCTION, ADDITIONS, ALTERATIONS, & REPLACEMENT INCLUDING BASEMENT AND ATTACHED GARAGES. FLOOR PLANS MUST BE INCLUDED.

BASEMENT SQ. FT.	1 ST FLOOR SQ. FT.	2 ND FLOOR SQ. FT.	GARAGE SQ. FT.	TOTAL SQ. FT.	OUT/OTHER BLDG
	24' x 36'			864 sq. ft.	

FEE

Construction Value	\$50,922--								
Permit Fees	\$379.00								
Special Approvals:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Zoning</td> <td style="width: 25%;">Sewage</td> <td style="width: 25%;">Fire</td> <td style="width: 25%;">Others</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Zoning	Sewage	Fire	Others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zoning	Sewage	Fire	Others						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Special Conditions, (if any)									

APPROACH PERMIT NUMBER _____

THIS PERMIT IS NULL & VOID IF CONSTRUCTION AS AUTHORIZED IS NOT STARTED WITHIN 180 DAYS OR IF CONSTRUCTION IS SUSPENDED FOR A PERIOD OF 180 DAYS AFTER CONSTRUCTION IS STARTED.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR A PERMIT FOR THE CONSTRUCTION, INSTALLATION, REPLACEMENT, ALTERATION OF A BUILDING AS HEREIN SPECIFIED, AGREEING THAT ALL SUCH CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE COUNTY AND/OR STATE REGULATIONS AND/OR ORDINANCES AND TO SAVE MORTON COUNTY HARMLESS FROM ANY AND ALL DAMAGES.

FLOOR PLANS SUBMITTED:

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT METHOD:

CHECK	N
MONEY ORDER	
CASH	

SIGNATURE OF OWNER/CONTRACTOR/OR AUTHORIZED AGENT: David Yessley DATE: 7/19/2013

SIGNATURE OF COUNTY OFFICIAL: [Signature] DATE: 7-26-13

SITE PLAN

150' x 150' within E1/2 of E1/2

SITE ADDRESS 54th Street

LEGAL DESCRIPTION of 34-137N-82W

LOT: NA BLOCK: NA

SUBDIVISION NA

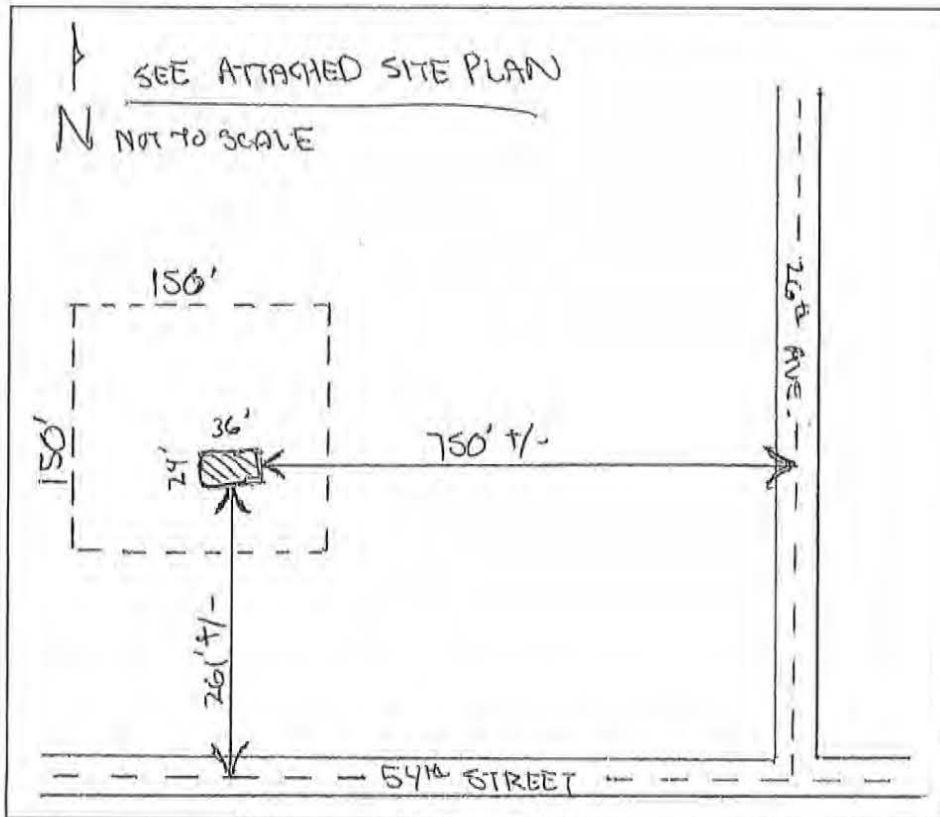
TOTAL SITE AREA 22,500 SQ FT/ACRES
(150' x 150')

TOTAL AREA OCCUPIED BY BLDG 864 SQ FT

INSTRUCTIONS

IN THE BOX BELOW, DRAW YOUR LOT AND SHOW WHERE THE NEW BUILDING AS WELL AS ANY EXISTING BUILDINGS ARE LOCATED. SHOW DISTANCES TO THE PROPERTY LINES, DISTANCES BETWEEN BUILDINGS AND DISTANCE TO THE CENTERLINE OF THE ROAD.

SHOW WHERE THE WATERLINES, GAS LINES, ELECTRIC LINES, SEPTIC TANK AND DRAIN FIELD ARE LOCATED. ALSO SHOW ANY EASEMENTS FOR UTILITIES AND DRAINAGE. INCLUDE A NORTH ARROW.



WE CERTIFY THAT THE PROPOSED CONSTRUCTION WILL CONFORM TO THE DIMENSIONS AND USES SHOWN ABOVE AND THAT NO CHARGES WILL BE MADE WITHOUT FIRST OBTAINING APPROVAL.

Montana-Dakota Utilities Co.

NAMES(S) OF OWNER(S) OF SITE/STRUCTURE

David Yafley

SIGNATURE OF OWNER(S) OR AUTHORIZED REP

Morton County Highway Dept.
2916 37th Street NW
Mandan, ND 58554

Phone: (701) 667-3346
Fax: (701) 667-3362

Approach Permit & GIS Address Form

****HIGHWAY DEPT. USE ONLY****

Permit #: 42-38-13

GIS Address: 2615 54th St, St Anthony

Applicant/Property Owner: Montana-Dakota Utilities Co.			Current Mailing Address: 400 N. 4th Street Bismarck, ND 58501			
E-mail Address: Gene.Brown@mdu.com			Daytime Phone # or Cell #: (701) 356-3765			
Lot:	Block:	Subdivision:	Quarter: SW SE 1/4	Section: 10 34	Twp: 139N 137	Rge: 81W 82

Approach Type:
 New Existing Temporary Improved

Reason For Approach:
 New Home Construction Additional Access Commercial Access Field Access Other Natural Gas Facilities

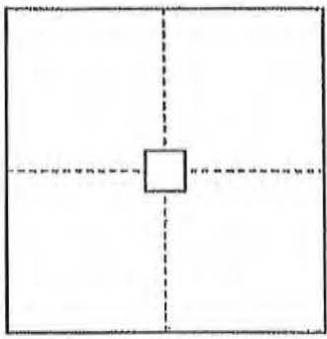
****HIGHWAY DEPT. USE ONLY****

Culvert Needed? (If yes, what size?)
 Yes No Culvert Size: 24" Diam x 40' plus length

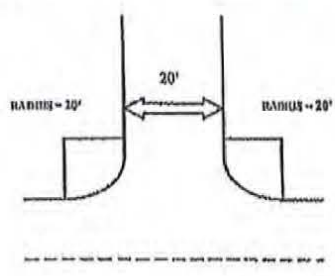
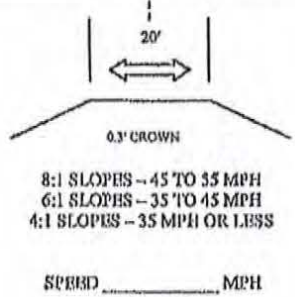
Approach Comments: (Right of Way? Problems? Etc.)
Place a minimum 4" gravel on approach top @ time of construction

Approved: CF

Approach Approved By: [Signature] Date Approved: 8/16/13 Date: 8-21-13



LOCATION MAP



APPROACH - 20' WIDTH TOP MINIMUM

Present GIS Address (if applicable):	New GIS Address: <u>2615 54th St, St. Anthony</u>
Lat: <u>46° 37.93' N</u>	Long: <u>101° 0.45' W</u>
GIS Address Approved By: <u>[Signature]</u>	Date Approved: <u>8/16/13</u>

I, the owner/contractor of the above mentioned property/project, agree to construct the approach for the property noted above, as required by the Morton County Highway Department. I also agree that if I don't follow the standards, Morton County shall give a thirty (30) day notice to get the approach built to standards. If this isn't done, Morton County may construct the approach, as needed, and charge all costs to the owner/applicant. The owner/applicant also understand that according to the County Policy dated, May 2nd, 2006, my future maintenance cost for this approach shall be my responsibility.

Owner/Applicant: David Yexley David Yexley Date: 7/31/2013

RECEIVED
AUG 20 2013
BY: CF

City of Mandan

Building Permit – 38th Street

City of Mandan / Morton County
BUILDING DEPARTMENT

This card will be posted on front
of lot before any excavation, or
work of any kind is started.

Work shall not proceed until
Inspector has approved the var-
ious stages of construction.

Address

2025 38 St.

Project

28 X 36 Prefab Bldg

Permit Number

Owner

Phone Number

492-13-010

Contractor

Phone Number

MDU

INSPECTION

DATE

INSPECTOR

Footings _____

Wall Forms _____

Weather Proofing _____

Setback and Sidelines _____

Inspections can be arranged for by telephone, 667-3230, or written notification.

ANYONE REMOVING AND OR TAMPERING WITH THIS CARD WILL BE LIABLE TO PROSECUTION.

THIS IS NOT YOUR PERMIT.

(You will receive it by mail.)

BUILDING PERMIT CITY PERMIT #: 442-13-010
CITY OF MANDAN/MORTON COUNTY, NORTH DAKOTA

PHONE 687-2230 PERMIT DATE: 7/26/2013
ID #: 09500

JOB ADDRESS: 2025 38 STREET

OWNER NAME: BO HESKEI PLANT PHONE:
ADDRESS: 2025 38 STREET, MANDAN ND 58554-0000

CONTRACTOR: MONTANA DAKOTA UTILITIES LICENSE #: 099 PHONE: 221-4345
ADDRESS: PO BOX 1457, BISMARCK ND 58505-0000

CLASS OF WORK: NEW

BRANCH OF WORK: NEW COMMERCIAL & INDUSTRIAL BLDGS
BUILDING A SERIES PREFAB STREN. BUILDING

ZONING :
LOT SIZE : R
LOT COVERAGE : .000

VALUATION OF WORK: \$60,125
NO. UNITS : 0
PERMIT FEE : 357.00 PAID
SPECIAL CONDITIONS/MISCELLANEOUS:

APPROVED FOR ISSUANCE BY:

THE ABOVE STATED PROPERTY (IS OR IS NOT)
IN THE 100 YEAR FLOOD ZONE.

* IF VALUATION OF WORK IS UNDER- *
* ESTIMATED, AN ADDITIONAL FEE MAY *
* BE CHARGED. *
* *
* SMOKE DETECTORS; REQUIRED IN ALL *
* NEW CONSTRUCTION. *
* *
* NOTIFY UTILITY COMPANIES FOR *
* LOCATION OF SERVICE LINES FOR *
* ALL CONSTRUCTION *
* *
* CALL FOR INSPECTION BEFORE ANY *
* CONCRETE IS POURED, WHEN FRAMING *
* IS DONE, AND WHEN JOB IS *
* COMPLETED. *
* *****
* PLEASE CALL BEFORE DIGGING *
* *
* NORTH DAKOTA ONE - CALL *
* *
* 1-800-795-0555 *
* *****

*** N O T E S ***

- * NO SURVEY IS REQUIRED. BUT THE CONTRACTOR OR OWNER IS RELIABLE TO MEET ALL SETBACK REQUIREMENTS PER ZONING OR PLAT REQUIREMENTS. THIS MUST BE SURVEYED IF YOU ARE UNABLE TO ESTABLISH PROPERTY LINES.
- * NO SURVEY IS REQUIRED FOR GAS, ELECTRICAL AND PLUMBING.
- * SEPARATE PERMITS ARE REQUIRED FOR GAS, ELECTRICAL, PLUMBING OR SIDEWALK/DRIVEWAY.
- * THIS PERMIT BECOMES NULL AND VOID IF WORK ON CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.
- * I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

CONTRACTOR / OWNER SIGNATURE DATE

- * ALL PERMITS MUST HAVE AN ACCURATE PLOT PLAN OR HAVE A WAITING PERIOD OF 24 HOURS FOR APPROVAL.
- * ACCURATE PLOT PLAN (YES/NO)

City of Mandan

Application for Building Permit

The undersigned hereby makes application for a permit and in consideration of the issue and delivery by the building inspector for the City of Mandan of such permit, hereby agrees to do the proposed source in accordance with the description set forth below and in accordance to the provisions of the regulations of the City of Mandan/County of Morton and hereby states that the facts set forth are true and correct. The undersigned further agrees and understands that if the proposed work is not done in accordance with the description hereinafter set forth, the building permit shall immediately terminate and become null and void and of no effect and the undersigned shall be in the same position as respects all incidents of the law, as though no permit has been issued and shall be subject to prosecution accordingly.

Sketch the proposed project. Include all existing buildings that are located on the lot. Indicate distances from all existing buildings, lot lines and roads (when applicable).

1. Applicant's Name MONTANA-DAKOTA UTILITIES Co. Phone # 701-222-7900

2. Applicant's Mailing Address 400 NORTH 4th ST. BISMARCK ND 58501

3. Job Site Business Name HESKETT STATION GAS LINE

4. Job Site Address 2025 38th STREET

5. Legal Description SE 1/4 OF SW 1/4 OF SEC 10-139N-81W

6. Contractor's Name PARKLINE INC. Phone # 304-586-2113

7. Contractor's Address RT. 62 ELEANOR IND. PARK License #
ELEANOR WV. 25070

8. Description of Project
PRE-FAB STEEL BUILDING FOR NATURAL GAS
LINE CONTROLS

Signature David Yesley Date 7/26/2013

***** For Office Use Only *****

Value _____ Fee _____

Conditions _____

Parcel ID # _____ Building Permit # _____



Front View of Property

Misc. Notification Responses

Mor-Gran-Sou Electric

Morton County Water Resource District

Morton County Water Resource District

Jay Roos

From: Jay Roos
Sent: Tuesday, March 12, 2013 12:10 PM
To: 'BSchulz@missouriwest.com'; 'Tom Bair'
Cc: Mike Kemnitz
Subject: RE: FW: Water Resource District - water pipeline easements

Barry –

Thanks for taking my call earlier. As I mentioned, our company is working with a natural gas provider on a proposed gas line in the Mandan area. The proposed gas line route is designed to cross a 30' and 40' District waterline easement on a number of parcels.

Based on our discussion, I understand that a permit or authorization from your agency is not needed for the construction of the proposed natural gas line. The gas line will be at a depth of approximately 4' below grade, above the water lines. If your agency has any concerns as this project proceeds, please feel free to contact me with any questions. Thank you.

Jay Roos | Real Estate & Permitting Specialist
ProSource Technologies, LLC | jroos@prosourcetech.com
763.786.1445 | cell 612.840.3438 | fax 763.786.1030

From: Tom Bair [<mailto:tbair@bbglaw.net>]
Sent: Monday, March 11, 2013 4:52 PM
To: Jamie Wetsch; Andrew; Mike Aubol; Wade Bachmeier; Mcwrd
Cc: Jay Roos; Mike Kemnitz
Subject: RE: FW: Water Resource District - water pipeline easements

Jay,

I represent the Morton County Water Resource District. The district owns and operates Missouri West Water System, a rural water system. I am 99% sure that you need to visit with Mike Kemnitz, the manager for the Water System. His phone number 663-8549.

Tom Bair
Bair Law Firm
P.O. Box 100
210 1st Avenue NW
Mandan, ND 58554-0100
701-663-6568
701-663-6951 (fax)
tbair@bbglaw.net

From: Jamie Wetsch [<mailto:jwetsch@extendwireless.net>]
Sent: Monday, March 11, 2013 1:12 PM
To: Andrew; Mike Aubol; Tom Bair; Wade Bachmeier; Mcwrd