

From: David Moeller (ALLETE)
To: 'NDPSC@ND.GOV'; 'Jerry Lein (jlein@nd.gov)'
Cc: Daniel McCourtney (MP)
Subject: RE: Minnesota Power - Bison 4 PU-13-127



RE: Bison 4 Wind Project: Oliver/Morton Counties
Siting Application
Case No. PU-13-127

Dear Mr. Lien:

Please find attached for filing in the above-referenced Case, Minnesota Power's Response to a Complaint. Please also note that the original was placed in the U.S. Mail on today's date.

David R. Moeller
MINNESOTA POWER
Senior Attorney
30 West Superior Street
Duluth, MN 55802
PH: 218-723-3963
EM: dmoeller@allete.com





December 21, 2016

Keith & Deanna Kessler
6001 26th Street SW
Glen Ullin, ND 58631

**RE: Minnesota Power's Proposed Mitigation Agreement
with Mr. Keith Kessler and Mrs. Deanna Kessler**

Dear Mr. Kessler,

On December 1, 2015 the North Dakota Public Service Commission (PSC) sent a landowner complaint to Minnesota Power (MP) in regards to its Bison 4 Wind Project located north of New Salem, North Dakota. The complaint was given to the PSC by you, Mr. Keith Kessler and Mrs. Deanna Kessler (participating landowners in Minnesota Power's Bison 4 Wind Project). In the complaint, several items were identified in regards to the Project.

Minnesota Power understands the importance of its landowner partnerships and the value in maintaining these relationships. As a result, Minnesota Power developed the following Mitigation Action Plan in response to the complaint.

Complaint Items:

Fencing -

- 1.) Mr. Kessler noticed an abundance of splices in his fence that was replaced after Bison 4 Construction was complete (Open Item).

MP has documented all the splices in the attached map (Exhibit A) and has followed the below course of action to eliminate 69 of the 76 splices (91%).

- a. Replace fence wire on the North ½ of the West side of the SW¼ of Section 21-141-87.
- b. Replace fence wire on the North Side of the SW¼ of Section 21-141-87 from the "H" brace on the West side of the turbine access road, East to the Turbine Access Road.
- c. Replace the fence wire on the North side of Turbine 451.
- d. Replace fence wire on the West side of property located in the N½SE¼ of Section 15-141-87.
- e. Replace the fence wire on the East side of the NE¼ of Section 21-141-87.

In agreement with Mr. Kessler, MP has performed the proposed actions for items A, B, C, & E. Item D was not finished due to cattle pasturing but will be installed at Mr. Kessler's earliest convenience.

- 2.) Mr. Kessler would like the fence at Turbine 450 run across the existing turbine pad (Closed Item).

MP has made the accommodation and the fence has been installed per Mr. Kessler's request. If maintenance is required, a temporary fence around the crane pad will need to be installed

3.) Mr. Kessler would like the fence around Turbine 441 across the existing turbine pad (Open Item).

- a. MP can accommodate the request with two different options:
 - i. OPTION 1 – Run the fence on the property line with steel gates for future access. The cattle guard would be left in place for future maintenance.
 - ii. OPTION 2 – MP can leave the current configuration of the cattle guard around the turbine pad

MP is waiting on a response as to which option is preferred.

Rocks -

1.) Mr. Kessler noticed several rocks around turbine pads (Closed Item).

MP has removed all rocks around the project's turbine pads and along collector line easements.

Crane Walk -

1.) Mr. Kessler noticed some locations where compaction occurred from crane walks (Closed Item).

MP had de-compacted areas of noticeable compressions and reseeded. Photos of the areas and their current state as of September 20, 2016 are included in Attachment 1.

2.) Additional compensation was requested for an extra crane-walk area that was 25' x 100' (Open Item).

MP agreed to pay for a crane-walk area approximately 50' wide x 2,680' in length in its original landowner project agreement. This resulted in a 134,000 square foot disturbance and was compensated at a rate of \$2,500 or \$0.0186 per square foot. Based on the additional land used (25' X 200' or 5000 square feet), MP would agree to pay an additional \$93.00.

MP will make the additional payment upon Mr. Kessler signing the enclosed mitigation agreement.

Please review MP's proposed accommodations and evaluate which option under Fencing Item #3 meets your needs. If you have any questions or comments please contact MP Right-of-Way Agent Scott Monroe at 701-214-7349.

If you agree to the action plan that MP has listed above, please sign the attached Mitigation Agreement and return in the included self-addressed stamped envelope. Thank you for your attention in this matter.

Regards,



Todd Simmons
General Manager- Wind Operations
Minnesota Power

Encl.



Bison Wind Energy Center | 410 South 1st St. / P.O. Box 383 | New Salem, ND 58563 | 701.843.6100 | www.mnpower.com

Mitigation Agreement

Mr. Keith Kessler and Mrs. Deanna Kessler, whose property is located in Sections 15 & 21 Township 141N-Range 86W, CONSENTOR, for valuable consideration, hereby acknowledge consent and convey unto MINNESOTA POWER legally incorporated as ALLETE, Inc., a Minnesota corporation, CONSENTEES, the right to perform the Mitigations Actions stipulated in Minnesota Powers letter to the CONSENTOR dated December 20, 2016 and located on the CONSENTOR personal property.

CONSENTOR

Keith Kessler _____

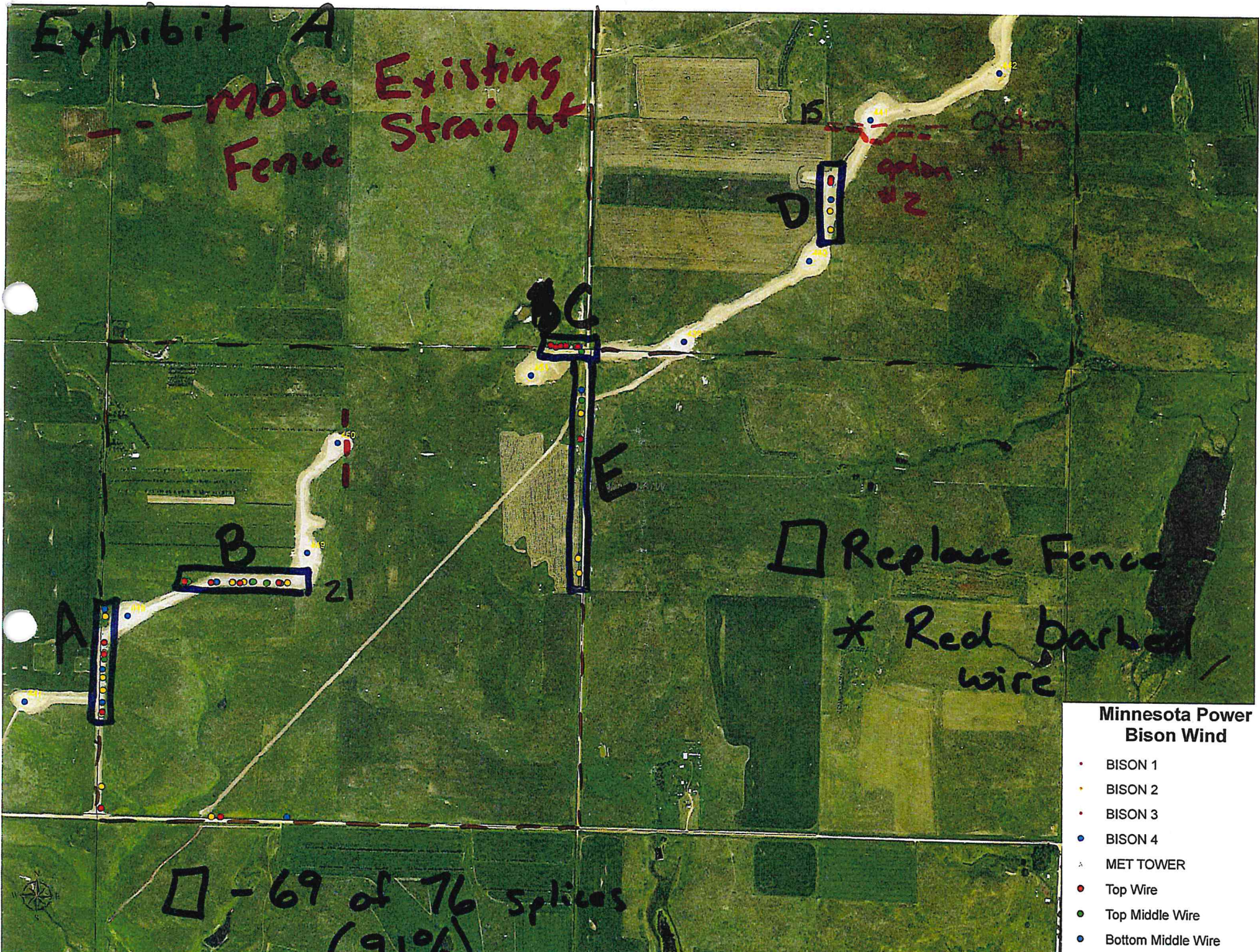
Deanna Kessler _____

COUNTY OF Oliver.

This instrument was drafted by:
Minnesota Power
30 West Superior Street
Duluth, MN 55802

Exhibit A

--- Move Fence
Existing Straight



□ Replace Fence
* Red barbed wire

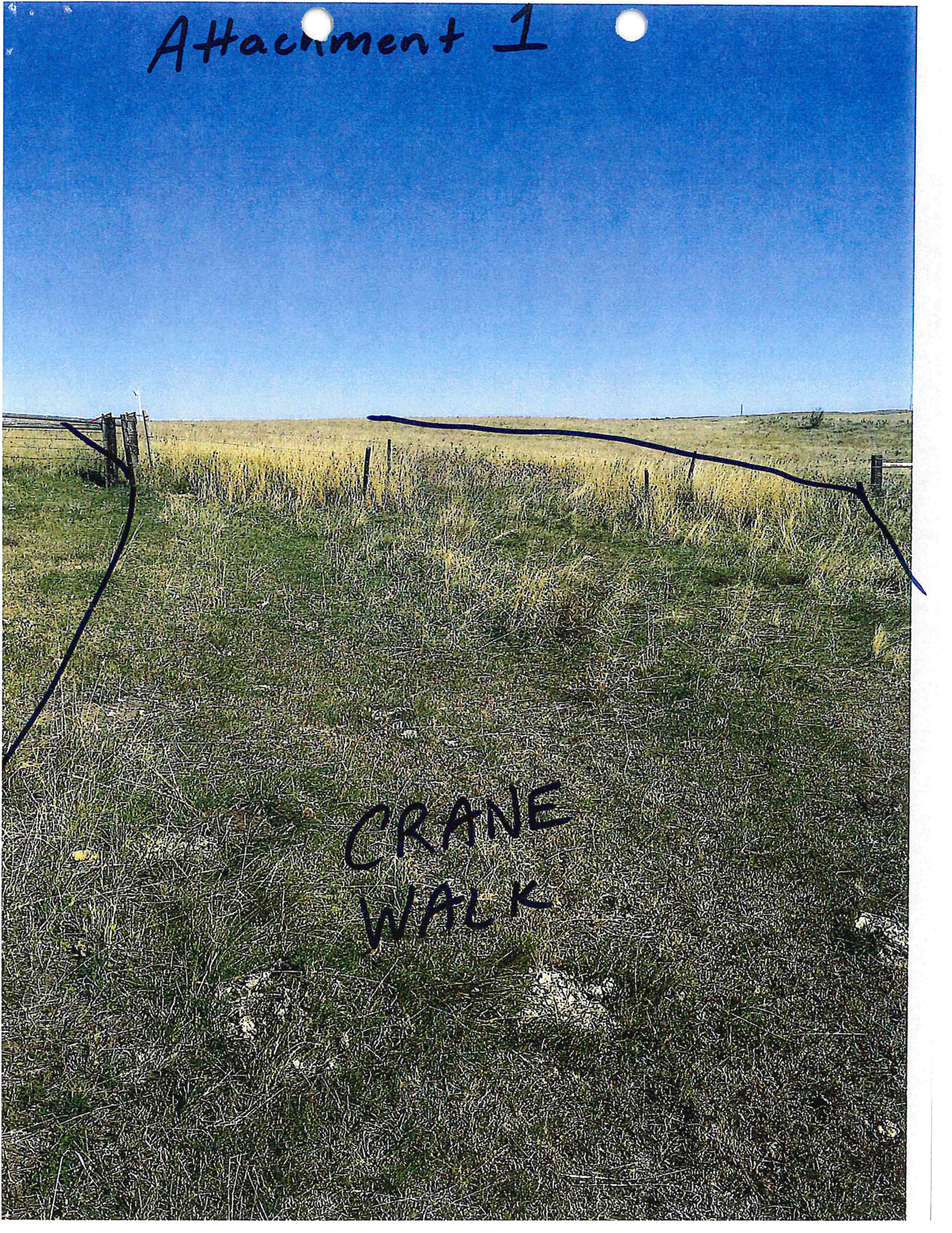
□ - 69 of 76 splices (91%)

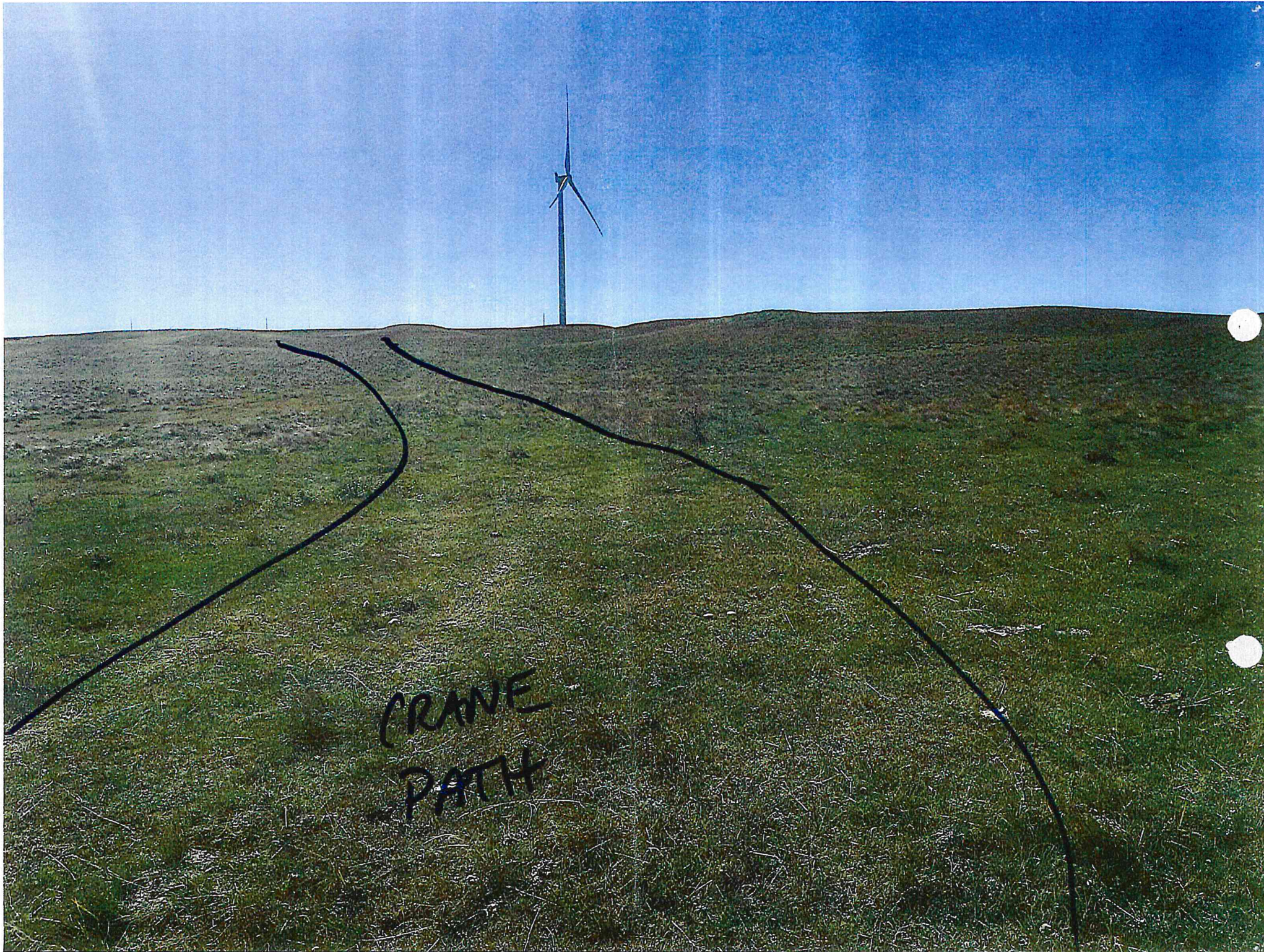
Minnesota Power Bison Wind

- BISON 1
- BISON 2
- BISON 3
- BISON 4
- ▲ MET TOWER
- Top Wire
- Top Middle Wire
- Bottom Middle Wire

Attachment 1

CRANE
WALK





CRANE
PATH



CRANE
WALK



CRANE
PATH

CRANE
PATH

