

Table 2-1: Project Specifications with Written or Site Verification Information

Source of Project Specification	Description of Project Specification	Written Verification*	Site Verification*
	SITING & LOCATION		
Case No. PU-15-486 Finding of Fact Item 1 Page 2	Hiland is an Oklahoma limited liability company. Hiland has been authorized to do business in the State of North Dakota since July 28, 2006, and is currently in good standing, as evidenced by the corporate papers filed with the Commission on July 20, 2015, in Case No. PU-13-148.	Corporate papers filed with the Commission on July 20, 2015, in Case No. PU- 13-148.	<i>Doc. 30 Item 1</i>
Case No. PU-15-486 Finding of Fact Item 2 Page 2	The Project consists of approximately 4.5 miles of pipeline located in McKenzie County.	Doc. 30	<i>Doc. 30 Item 2</i>
Case No. PU-15-486 Finding of Fact Item 3 Page 3	The Project utilizes 8-inch diameter steel pipeline capable of transporting a maximum of 50,000 barrels of oil per day. The pipeline has a maximum operating pressure of 1,440 pounds per square inch.	Doc. 30	<i>Doc. 30 Item 3</i>
Case No. PU-15-486 Recommended Order Item 1 Page 6	That Hiland Crude, LLC's application for a waiver of procedures and time schedules is granted.	Doc. 38	<i>Doc. 38 Item 1</i>
Case No. PU-15-486 Recommended Order Item 2 Page 6	Certificate of Corridor Compatibility No. 174 is issued to Hiland Crude, LLC designating a corridor for the operation and maintenance of an approximately 4.5-mile, 8-inch crude oil pipeline in McKenzie	Doc. 38	<i>Doc. 38 Item 2</i>
Case No. PU-15-486 Recommended Order Item 3 Page 6	Route Permit No. 186 is issued to Hiland Crude, LLC designating a route for the operation and maintenance of an approximately 4.5-mile, 8-inch crude oil pipeline in McKenzie County, North Dakota. The	Doc. 38	<i>Doc. 38 Item 3</i>
Case No. PU-15-486 Recommended Order Item 4 Page 6	That the October 9, 2015 Certification Relating to Order Provisions - Transmission Facility Siting, with accompanying Tree & Shrub Mitigation Specifications be incorporated by reference and attached	Doc. 38	<i>Doc. 38 Item 4</i>
Case No. PU-15-486 Recommended Order Item 5 Page 6	To the extent there are any conflicts or inconsistencies between Hiland Applications and the Certification, the Certification provisions control.	Doc. 38	<i>Doc. 38 Item 5</i>

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	CERTIFICATION RELATING TO ORDER PROVISIONS TRANSMISSION FACILITY SITING GATHERING LINE CONVERSION TO TRANSMISSION LINE		
Case No. PU-15-486 Conversion Agreement Item 4 Page 3	Company agrees that it shall obtain all necessary licenses and permits, and shall provide copies of all licenses and permits to the Commission prior to initiating operation of the transmission	Doc. 39	<i>Doc. 39 Item 4</i>
Case No. PU-15-486 Conversion Agreement Item 5 Page 3	Company agrees to maintain records that will demonstrate that it has complied with the requirements of the Commission's order issuing a Certificate of Corridor Compatibility or Route Permit, and that I twill preserve these records for Commission inspection at any reasonable time upon reasonable notice.	Doc. 39	<i>Doc. 39 Item 5</i>
Case No. PU-15-486 Conversion Agreement Item 8 Page 3	Company understands and agrees that all cultural resource mitigation plans must be submitted to the North Dakota State Historic Preservation Office and approved prior initiating operation of the facility as a transmission facility	Doc. 39	<i>Doc. 39 Item 8</i>
Case No. PU-15-486 Conversion Agreement Item 10 Page 2	Company certifies that the pipeline has been buried to a minimum depth from the ground surface to the top of the pipe of 48 inches in range land, 48 inches for cultivated land, 48 inches at the bottom of the ditch for road crossings, and 72 inches across undeveloped section lines.	Doc. 39	<i>Doc. 39 Item 10</i>
Case No. PU-15-486 Conversion Agreement Item 11 Page 2	Company certifies that all topsoil, up to 12 inches, or topsoil to the depth of cultivation, whichever is greater, over and along trench areas where cuts were made, was stripped and segregated from the subsoil.	Doc. 39	<i>Doc. 39 Item 11</i>
Case No. PU-15-486 Conversion Agreement Item 12 Page 2	Company certifies that all buried facility crossings of graded roads were bored unless the responsible governing agency permitted Company to open cut the road.	Doc. 39	<i>Doc. 39 Item 12</i>

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Case No. PU-15-486 Conversion Agreement Item 13 Page 2	Company certifies that staging areas or equipment were not located on land owned by a person other than Company unless otherwise negotiated with landowners.	Doc. 39	<i>Doc. 39 Item 13</i>
Case No. PU-15-486 Conversion Agreement Item 14 Page 2	Company understands and agrees that if any cultural resource, paleontological site, archeological site, historical site, or grave site discovered during construction, was marked, preserved and protected from further disturbances until a professional examination could be made and a report of such examination was filed with the Commission and the State Historical Society and clearance to proceed was given by the North Dakota State Historic Preservation Office.	Doc. 39	<i>Doc. 39 Item 14</i>
Case No. PU-15-486 Conversion Agreement Item 15 Page 3	Company certifies that construction was suspended when weather conditions were such that construction activities would cause irreparable damage to roads or land, unless adequate protection measures were taken by Company.	Doc. 39	<i>Doc. 39 Item 15</i>
	Restoration and Maintenance		
Case No. PU-15-486 Restoration Agreement Item 16 Page 3	Company certifies that upon completion of the construction of the facility, Company restored the area affected by the activities to as near as was practicable to the condition as it existed prior to the beginning of construction.	Doc. 39	<i>Doc. 39 Item 16</i>
Case No. PU-15-486 Restoration Agreement Item 17 Page 3	Company certifies that all pre-existing township and county roads and lanes used during construction were, or are being, repaired to a condition that is equal to or better than the condition prior to the construction.	Doc. 39	<i>Doc. 39 Item 17</i>
Case No. PU-15-486 Restoration Agreement Item 18 Page 3	Company certifies that reclamation, fertilization, and reseeding was, or is being done according to the Natural Resources Conservation Service recommendations, unless otherwise specified by the landowner and approved by the Commission.	Doc. 39	<i>Doc. 39 Item 18</i>

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Case No. PU-15-486 Restoration Agreement Item 19 Page 3	Company understands and agrees that its obligation for reclamation and maintenance of the transmission facility right-of-way, transmission facility, associated facilities, fences and gates, drainage tile, and roadways will continue throughout the life of the transmission facility.	Doc. 39	<i>Doc. 39 Item 19</i>
Case No. PU-15-486 Restoration Agreement Item 20 Page 3	Company agrees to comply with the Tree and Shrub Mitigation Specifications.	Doc. 39	<i>Doc. 39 Item 20</i>
Case No. PU-15-486 Restoration Agreement Item 21 Page 3	Company understands and agrees that it shall remove all waste that is a product of operation, restoration, and maintenance of the site, and properly dispose of it on a regular basis.	Doc. 39	<i>Doc. 39 Item 21</i>
	Communication with Landowners and PSC:		
Case No. PU-15-486 Communication Agreement Item 23 Page 3	Company understands and agrees that, prior to operating its facility as a transmission facility, it shall send a letter to each landowner with whom an easement was executed for that location specifying the name and phone number of the company representative who is responsible for receiving and resolving landowner issues for the life of the easement	Doc. 39	<i>Doc. 39 Item 23</i>
Case No. PU-15-486 Communication Agreement Item 24 Page 4	.Company understands and agrees that it will file with the Commission the name and phone number of the current company representative who is responsible for receiving and resolving landowner issues for the transmission facility.	Doc. 39	<i>Doc. 39 Item 24</i>
Case No. PU-15-486 Communication Agreement Item 25 Page 4	Upon request, Company agrees to provide the Commission with engineering design drawings of the transmission facility prior initiating operation of the facility as a transmission facility	Doc. 39	<i>Doc. 39 Item 25</i>

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Case No. PU-15-486 Communication Agreement Item 27 Page 4	Company agrees to report to the Commission, as soon as reasonably possible, the presence in the permit area of any critical habitat or threatened or endangered species of which Company becomes aware and which were not previously reported to the Commission.	Doc. 39	<i>Doc. 39 Item 27</i>
Case No. PU-15-486 Communication Agreement Item 29 Page 4	Company agrees to provide the Commission with both an electronic and a paper copy of the corridor approved by the Commission and the facility design specifications for the construction of the transmission facility showing the location of the transmission facility as built, and will provide this information within 3 months of commencement of operation of the facility as a transmission facility	Doc. 39	<i>Doc. 39 Item 29</i>
	Tree and Shrub Mitigation Specifications Inventory		
Case No. PU-15-486 Tree and Shrub Mitigation Agreement Item 1 Page 1	Trees and shrubs anticipated to be cleared, including those that are considered invasive species or noxious weeds must be inventoried before cutting. The inventory must record the location, number, and species of trees and shrubs.	Doc. 39	<i>Doc. 39 Item 1</i>
Case No. PU-15-486 Communication Agreement Item 2 Page 2	In windbreaks, shelterbelts and other planted areas, trees or shrubs anticipated to be cleared, regardless of size, must be inventoried for replacement.	Doc. 39	<i>Doc. 39 Item 2</i>
Case No. PU-15-486 Communication Agreement Item 3 Page 2	In native growth areas, shrubs anticipated to be cleared in the permanent right-of-way must be inventoried for replacement.	Doc. 39	<i>Doc. 39 Item 3</i>
Case No. PU-15-486 Communication Agreement Item 5 Page 2	in native growth areas outside the permanent right-of-way, shrubs must be cut flush with the surface of the ground, taking care to leave the naturally occurring seed bank and root stock intact. If soil disturbance is necessary, the native topsoil must be preserved and	Doc. 39	<i>Doc. 39 Item 5</i>

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Case No. PU-15-486 Communication Agreement Item 6 Page 2	In native growth areas, trees and shrubs may be inventoried by actual count or by a sampling method that will properly represent the woody vegetation 1 of 3 population. A sampling plan developed by the company, filed with the North Dakota Public Service Commission (Commission) and approved prior to the start of construction.	Doc. 39	<i>Doc. 39 Item 6</i>
	Tree and Shrub Mitigation Specifications Clearing for Construction		
Case No. PU-15-486 Clearing Agreement Item 7 Page 2	Trees and shrubs must be selectively cleared, leaving mature trees and shrubs intact where practical	Doc. 39	<i>Doc. 39 Item 7</i>
Case No. PU-15-486 Clearing Agreement Item 8 Page 2	The maximum width of clear cuts through windbreaks, shelterbelts and all other wooded areas is 50 feet, unless otherwise approved by the Commission	Doc. 39	<i>Doc. 39 Item 8</i>
Case No. PU-15-486 Clearing Agreement Item 9 Page 2	If the area of trees or shrubs actually cleared differs from the area inventoried, the difference in number of trees and shrubs to be replaced must be noted on the inventory.	Doc. 39	<i>Doc. 39 Item 9</i>
	Tree and Shrub Replacement Specifications		
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 10 Page 2	Prior to tree and shrub replacement, documentation identifying the number and variety of trees and shrubs removed, as well as the mitigation plan for the proposed number, variety, type, location and date of replacement plantings, must be filed with the Commission for approval..	Doc. 39	<i>Doc. 39 Item 10</i>

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Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 11 Page 2	Two 2-year-old saplings must be planted for every one tree removed. Two shrubs (stem cuttings) must be planted for every one shrub removed.	Doc. 39	<i>Doc. 39 Item 11</i>
Tree and Shrub Mitigation Specifications Replacement			
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 12 Page 2	Except in the case of invasive or noxious species, trees and shrubs must be replaced by the same species or similar species, suitable for North Dakota growing conditions as recommended by the North Dakota Forest Service.	Doc. 39	<i>Doc. 39 Item 12</i>
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 13 Page 2	Tree and shrub replacement must not be conducted within a 20 to 30 foot wide path over the pipeline to facilitate visual inspections of the right-of-way	Doc. 39	<i>Doc. 39 Item 13</i>
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 14 Page 3	Landowners must be given the option of having replacement trees and shrubs planted on the landowner's property, either on or off the right-of-way.	Doc. 39	<i>Doc. 39 Item 14</i>
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 15 Page 3	At the conclusion of the project, documentation identifying the actual number, variety, type, location and date of the replacement plantings must be filed with the Commission	Doc. 39	<i>Doc. 39 Item 15</i>
Case No. PU-15-486 Tree and Shrub Replacement Agreement Item 16 Page 3	Tree and shrub replacements must be inspected annually, in September, for three years. The first annual inspection must be at least one year from the anniversary date of the original plantings.	Doc. 39	<i>Doc. 39 Item 16</i>

***Note: Green-shaded boxes represent non-compliance or potential non-compliance issues.**