

August 8, 2016

**VIA FEDERAL EXPRESS**

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



**RE: NuStar Pipeline Operating Partnership L.P.'s Consolidated Application for a Certificate of Corridor Compatibility and Route Permit, and Waiver Application  
Case No. PU-15-674**

Dear Mr. Nitschke:

In accordance with Certification Provision No. 3 of the North Dakota Public Service Commission's February 24, 2016 Findings of Fact, Conclusions of Law and Order issuing a Certificate of Corridor Compatibility and Route Permit for the Laurel Interconnect Pipeline Project, NuStar Pipeline Operating Partnership L.P. hereby submits two (2) copies of the following documents:

1. United States Army Corps of Engineers Nationwide Permit 12;
2. Application for Permit to Discharge (NDPDES) Industrial – Short Form C, dated August 5, 2016, with NDPDES Permit No. NDG07-0000;
3. Notice of Intent to Obtain Coverage Under NDPDES General Permit for Stormwater Discharges Associated with Construction Activity, dated August 4, 2016, with accompanying NDPDES Permit No. NDR10-0000;
4. North Dakota Department of Transportation Utility Occupancy Permit No. 81678, dated September 14, 2015;
5. Cass County Highway Department Utility Permits – Highway 15 (165<sup>th</sup> Ave. SE) (two crossings/permits), dated January 7, 2016;
6. Cass County Highway Department Utility Permits – Highway 13 (166<sup>th</sup> Ave. SE) (two crossings/permits), dated January 7, 2016;
7. Cass County Highway Department Utility Permit – Highway 10 (36<sup>th</sup> St. SE), dated January 12, 2016;
8. Cass County Highway Department Utility Permit – Highway 20 (33<sup>rd</sup> St. SE), dated January 7, 2016;

|                      |                                    |
|----------------------|------------------------------------|
| Attorneys & Advisors | Fredrikson & Byron, P.A.           |
| main 612.492.7000    | 200 South Sixth Street, Suite 4000 |
| fax 612.492.7077     | Minneapolis, Minnesota             |
| www.fredlaw.com      | 55402-1425                         |

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9. Cass County Highway Access Permit, dated October 28, 2015;
10. Mapleton Township Floodplain Development Permit, dated January 13, 2016;
11. Mapleton Township Findings and Resolution Granting Permits, Approvals and Variances, dated November 24, 2015;
12. Mapleton Township Findings and Resolution Granting Amended Permits, Approvals, and Variances, dated June 30, 2016;
13. Raymond Township Floodplain Development Permit, dated January 13, 2016;
14. Raymond Township Findings and Resolution Granting Conditional Use Certificate, Permits, and Approvals, dated December 11, 2015;
15. Raymond Township Findings and Resolution For Conditional Use Certificate, Floodplain Permits, and Other Permits and Approvals, dated August 1, 2016;
16. Rush River Water Resource District Utility Permit, dated November 17, 2015;
17. Maple River Water Resource District Utility Permit, dated December 3, 2015; and
18. BNSF Railway Company Pipeline License, effective December 17, 2015.

Electronic copies of the above-referenced documents and this letter are provided on the enclosed CD. A copy of this letter is also enclosed.

If you have any questions, please let me know.

Sincerely,



MOLLIE M. SMITH

MMS/ms/59335843  
Enclosures

cc: Julie Prescott (*via e-mail, w/o encl.*)  
Emmy Baskerville (*via e-mail, w/o encl.*)  
Christopher Jimenez (*via e-mail, w/o encl.*)  
Michael Dillinger (*via e-mail, w/o encl.*)

# NATIONWIDE PERMIT 12

**UTILITY LINE ACTIVITIES:** Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

**Utility lines:** This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours.

A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily side cast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate.

In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

**Utility line substations:** This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States.

This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

**Foundations for overhead utility line towers, poles, and anchors:** This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

**Access roads:** This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States.

This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR Part 322). Overhead utility lines constructed over

section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites.

Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

\* **Notification:** The permittee must submit a Pre-Construction Notification (PCN) to the district engineer prior to commencing the activity if any of the following criteria are met:

- (1) *The activity involves mechanized land clearing in a forested wetland for the utility line right-of-way;*
- (2) *A section 10 permit is required;*
- (3) *The utility line in waters of the United States, excluding overhead lines, exceeds 500 feet;*
- (4) *The utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area;*
- (5) *Discharges that result in the loss of greater than 1/10-acre of waters of the United States;*
- (6) *Permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or*
- (7) *Permanent access roads are constructed in waters of the United States with impervious materials;*

See general condition 31 (Section 10 and 404)

**NOTE 1:** Where the proposed utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, copies of the pre-construction notification and NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

**NOTE 2:** Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills.

**NOTE 3:** Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

**NOTE 4:** For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

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## **WATER QUALITY CERTIFICATION, NWP 12:**

Agency responsible for administration of water quality, based on project location is listed below. *If DENIED, then an Individual Water Quality Certification or Waiver of Certification is required, prior to the commencement of any work activities and/or issuance of a DA verification, authorization and/or permit.*

**State of Idaho:** **DENIED**, except for activities occurring on man-made waters; activities requiring a PCN\* (pre-construction notification) for NWP 12 are also categorically **DENIED**

**Coeur d'Alene Tribal Lands:** **DENIED**

**Shoshone-Bannock Tribal Lands:** **DENIED**

**U.S. Environmental Protection Agency for all other Tribal Lands:** **DENIED**

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## **NATIONWIDE – SPECIFIC CONDITION**

**Trenching Materials:** Materials from exploratory trenching may be temporarily side cast into the de-watered coffered area for up to 30 days but not within flowing waters. Materials from exploratory trenching in wetlands may be temporarily side cast into emergent and scrub-shrub wetlands up to 30 days. Materials from exploratory trenching in forested wetlands may be side cast up to 30 days provided the District Engineer determines in writing that the discharge will only result in minimal adverse effects.

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## **REGIONAL CONDITIONS, WALLA WALLA DIVISION**

### **Watersheds Requiring Pre-Construction Notification, Specific to Anadromous Fish:**

“Pre-construction notification will be required for all nationwide permits in geographic areas as shown on Figure 1: *Watersheds Requiring Pre-Construction Notification*,” dated March 06, 2012 (see pg 16).

**Vegetation Protection & Restoration:** Permittee shall minimize removal of native vegetation in riparian and wetland areas to the maximum extent possible. Areas subject to temporary vegetation removal in riparian and wetland areas during construction shall be replanted with appropriate native species by the end of the first growing season following the disturbance, except as waived by the District Engineer.

**Select Waters and Wetlands:** Corps shall coordinate with Idaho Department of Fish and Game for activities in the following waters and wetlands that require notification:

|   |   |
|---|---|
| Henry’s Fork, Snake River                                   | Medicine Lodge Creek                            |
| Teton River, upstream of State Highway 33                   | Crooked Creek Mud Lake Basin                    |
| South Fork, Snake River                                     | Kootenai River Basin                            |
| Big Lost River, upstream of US 93 crossing, south of Leslie | Big Sand Creek                                  |
| East Fork Big Lost River                                    | Potlatch River                                  |
| Boise River, upstream of Arrow Rock Reservoir               | Hog Meadow Creek                                |
| Salmon River and its tributaries                            | East Fork, Palouse River                        |
| St. Joe River   | Lolo Creek                                      |
| Priest River  | Musselshell Creek                               |
| Falls River   | Eldorado Creek                                  |
| Big Wood River  | Camas Prairie (northern Idaho)                  |
| Closed Basins of Beaver-Camas Creeks                        | Middle and South Fork Clearwater River Basins   |
|   | Weiser River Basin, Adams & Washington Counties |

Or, when the project would affect forested wetlands, peat lands, vernal pools, kettles or wetlands identified in Idaho Department of Fish and Game Wetland Conservation Strategy as Class I, Class II and Reference Habitat Sties.

**De-Watering:** Permittee shall comply with the following conditions:

- 1) Water removed from within the coffered area must be pumped to a sediment basin or otherwise treated to remove suspended sediments prior to its return to the
- 2) The intake of the water pipe must be screened (openings <3/32 inch) to prevent entrainment of fish trapped in the coffered area;
- 3) Where ESA listed fish are present, fish trapped within the coffered area shall be salvaged by a qualified professional and returned to the waterway upstream of the project area.

**Waiver Requirement:** The applicant must request a wavier in writing and provide documentation and environmentally based reasons to support the waiver request. Native riparian plants shall be incorporated into bank stabilization projects unless the permittee demonstrates, in writing, that a planting plan is not appropriate or practicable. District coordination with IDEQ and EPA (for projects on tribal lands) will be conducted prior to the District Engineer making the waiver determination to ensure the proposed activity will result in only minimal impacts and is in compliance with Section 401 Water Quality Standards.

## **REGIONAL ADDITIONS to the GENERAL CONDITIONS**

*General Condition #2, Aquatic Life Movement:* The stream bed shall be returned to pre-construction contours after construction, unless the purpose of the activity is to eliminate a fish barrier and restore the natural substrate and contour.

*General Condition #4, Migratory Bird Breeding Areas:* The U.S. Fish and Wildlife Service (USFWS) is the primary Federal agency responsible for the conservation and management of migratory bird resources. Applicants should contact the Spokane Office at (509) 893-8009, for additional information.

*General Condition #9, Management of Water Flows:* Expected high flows referenced in this general condition are defined at the minimum as a 25-year flood event, as identified by the Idaho Department of Water Resources (IDAPA 37.03.07, Rule 62.03.04.a). For culverts or bridges located in a community qualifying for the national flood insurance program, the minimum size culvert shall accommodate the 100-year flood design flow frequency (IDAPA 37.03.07, Rule 62.03.04.c).

*General Condition #12, Soil Erosion and Sediment Controls:* If the permittee does not have a Best Management Plan (BMP), refer to the Idaho Department of Environmental Quality Catalog of Stormwater Best Management Practices for Idaho Cities and Counties at <http://www.deq.idaho.gov/media/494058-entire.pdf>.

Use of native vegetation is the preferred method to treat soil erosion and stabilize areas disturbed during construction. Eroded and/or disturbed areas shall be replanted with native vegetation and stabilized until vegetative root mass can become established, unless the District Engineer determines this is not practicable. Non-biodegradable materials, such as chicken or hog wire or plastic netting that may entrap wildlife or pose a safety concern should not be used for soil stabilization.

*General Condition #13, Removal of Temporary Fills:* Temporary stockpiles in waters of the United States may not be placed so a berm or levee is formed parallel to the stream that could confined flows or restrict overbank flow to the floodplain.

*General Condition #18, Endangered Species:* Non-Federal applicants must contact either their local Idaho Department of Fish and Game (IDFG) or the U.S. Fish and Wildlife Service (USFWS) to determine if any listed species or designated critical habitat might be in the vicinity of their project. Applicants shall notify District Engineer of their findings (see County contact numbers below).

Contact USFWS at (509) 893-8009 for *Bonner, Boundary, Kootenai, Shoshone, Benewah* and *Latah* Counties

Contact USFWS at (208) 378-5388 for all other Idaho Counties

*General Condition #20, Historic Properties:* Applicants must contact the Idaho State Historic Preservation Office at (208) 334-3847 located in Boise, Idaho to determine if their project may affect historic properties listed in the National Register of Historic Places. Applicant shall notify the District Engineer of their findings.

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## **GENERAL CONDITIONS**

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer.

Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

### **1. Navigation.**

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

### **2. Aquatic Life Movements.**

*\*See Regional Addition*

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbody shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

### **3. Spawning Areas.**

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity)

of an important spawning area are not authorized.

### **4. Migratory Bird Breeding Areas.**

*\*See Regional Addition*

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

### **5. Shellfish Beds.**

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

### **6. Suitable Material.**

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

### **7. Water Supply Intakes.**

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

### **8. Adverse Effects From Impoundments.**

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

### **9. Management of Water Flows.**

*\*See Regional Addition*

To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream

channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course; condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

### **10. Fills Within 100-Year**

**Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

### **12. Soil Erosion and Sediment**

**Controls.** *\*See Regional Addition*

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

### **13. Removal of Temporary Fills.**

*\*See Regional Addition*

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

### **14. Proper Maintenance.**

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions

added by the district engineer to an NWP authorization.

**15. Single and Complete Project.**

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.**

No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or Study River (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

**17. Tribal Rights.**

No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

**18. Endangered Species.**

*\*See Regional Addition*

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing

the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until

Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

**19. Migratory Birds and Bald and Golden Eagles.**

The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection

Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

## **20. Historic Properties.**

### *\*See Regional Addition*

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultations is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation

Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)).

When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k))

prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

## **21. Discovery of Previously Unknown Remains and Artifacts.**

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

## **22. Designated Critical Resource Waters.**

Critical resource waters include, NOAA managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are **not authorized** by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

### **23. Mitigation.**

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate Compensatory Mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the

applicable requirements of 33 CFR 332.4(c)(2)-(14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP's. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP's.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible

mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

#### **24. Safety of Impoundment Structures.**

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

#### **25. Water Quality.**

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

#### **26. Coastal Zone Management.**

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an

individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

#### **27. Regional and Case-By-Case Conditions.**

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

#### **28. Use of Multiple Nationwide Permits.**

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

#### **29. Transfer of Nationwide Permit Verifications.**

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide

permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property.

To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

### **30. Compliance Certification.**

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

### **31. Pre-Construction Notification**

**(a) Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to General Condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the

potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

### **(b) Contents of Pre-Construction Notification:**

The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed

project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-

Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

**(c) Form of Pre-Construction**

**Notification:** The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

**(d) Agency Coordination:**

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater

than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, sites specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization

should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer

will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

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## FURTHER INFORMATION

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project

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## DEFINITIONS

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Discharge:** The term "discharge" means any discharge of dredged or fill material and any activity that causes or results in such a discharge.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Ephemeral stream:** An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

**Establishment (creation):** The manipulation of the physical, chemical or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Intermittent stream:** An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from

rainfall is a supplemental source of water for stream flow.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

**Perennial stream:** A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects

waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete project:** The term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a “single and complete project” is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWPs, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent—meaning bordering, contiguous, or neighboring—to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbody” include streams, rivers, lakes, ponds, and wetlands.

## DEFINITIONS, REGIONAL ADDITIONS

**Forested Wetlands:** Wetlands characterized by woody vegetation that is 6 meters tall or taller; They are located where moisture is relatively abundant, particularly along rivers and in the mountains and normally possess an overstory of trees and an understory of young trees or shrubs and an herbaceous layer.

REFERENCE: *Classification of Wetlands and Deepwater Habitats of the United States*, Mr. Lewis M. Cowardin; Office of Biological Services; Fish & Wildlife Services; 1979

**High Value Wetlands:** Forested wetlands, peatlands, vernal pools, playa lakes, kettles, prairie potholes and Class I, Class II, reference and habitat sites identified in Wetland Conservation Strategies, prepared by the Idaho Department of Fish & Game, Conservation Data Center.

**Invasive Species:** Species of plants not native to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

REFERENCE: Executive Order No. 13112; U.S. Department of Agriculture National Invasive Species Information Center

**Kettle:** A steep sided, usually basin or bowl shaped hole or depression, commonly without surface drainage, in glacial drift deposits, often containing a lake or swamp.

REFERENCE: Bates, Robert L. & Jackson, Julia A.; *Glossary of Geology*, American Geological Institute; Falls Church; 1980

**Native Species:** Species that occurs naturally in a particular region, state, ecosystem and habitat without direct or indirect human actions.

REFERENCE: *Federal Native Plant Conservation Committee*; 1994

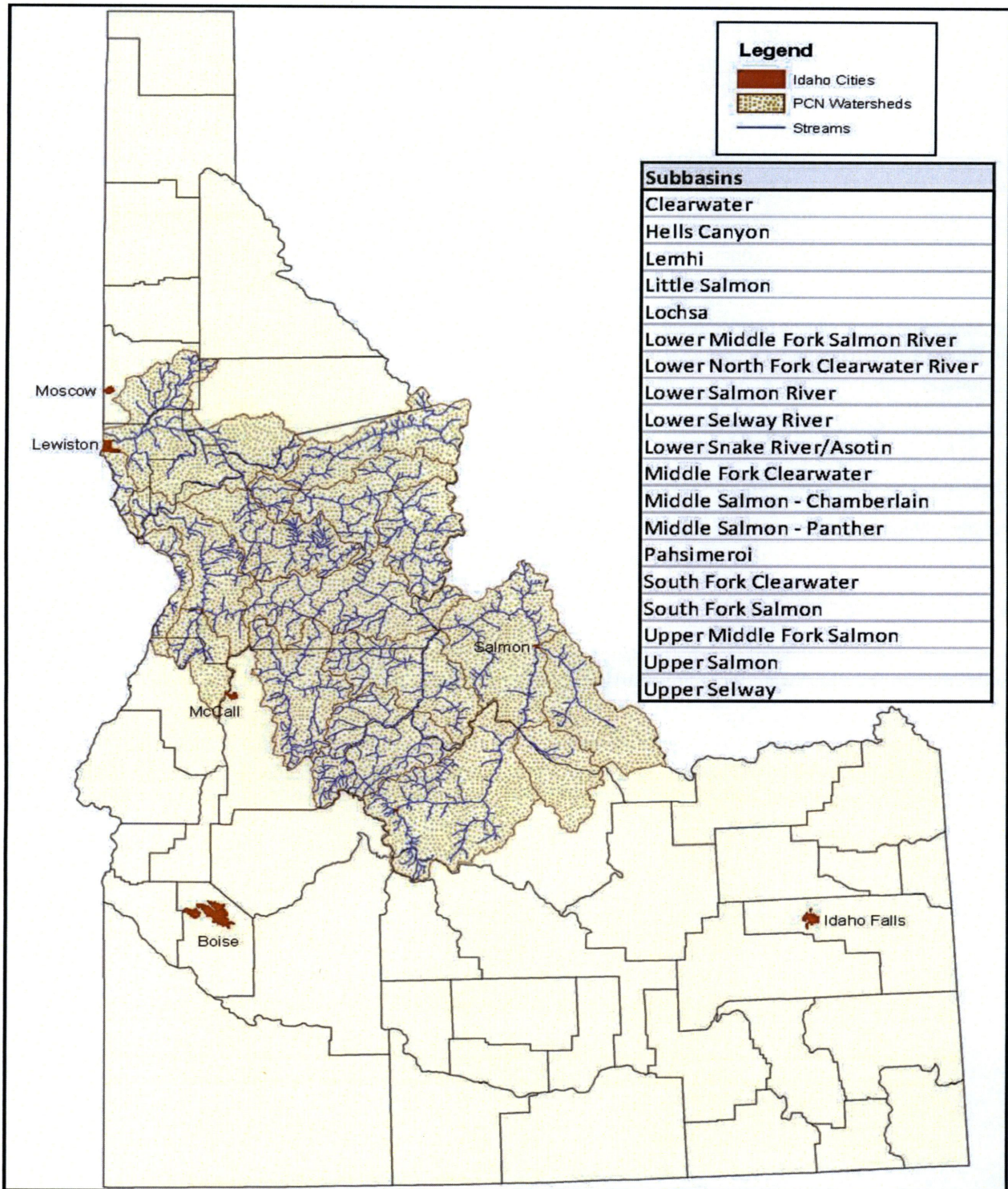
**Peatland:** Wetlands with waterlogged substrates and at least 30cm of peat accumulation.

REFERENCE: Bursik, R.J. and Moseley, R.K.; *Ecosystem Conservation Strategy for Idaho Panhandle Peatlands*; Cooperative project between Idaho Panhandle National Forest and Idaho Department of Fish & Game; Conservation Data Center; Boise 28 pp plus Appendix; 1995

**Vernal Pools:** Precipitation-filled seasonal wetlands inundated during periods when temperature is sufficient for plant growth, followed by a brief waterlogged-terrestrial stage and culminating in extreme desiccating soil conditions of extended duration.

REFERENCE: Keely, J.E. & Zedler, P.H.; *Characterization and Global Distribution of Vernal Pools*; Pp 1-14 in C.W. Witham, E.T. Bauder, D. Belk, W.R. Ferren Jr., and R. Ornduff (Editors); *Ecology, Conservation, and Management of Vernal Pool Ecosystems* (Proceedings from Conference, 1996); California Native Plant Society, Sacramento, CA; 1998

Figure 1: Watersheds Requiring Pre-Construction Notification



06-March-2012



**APPLICATION FOR PERMIT TO DISCHARGE  
(NDPDES) INDUSTRIAL-SHORT FORM C**  
NORTH DAKOTA DEPARTMENT OF HEALTH  
DIVISION OF WATER QUALITY  
SFN 8319 (1-96)

**FOR DEPT USE ONLY**

|                    |       |
|--------------------|-------|
| Application Number | _____ |
| Date Received      | _____ |

|  |                     |   |                       |
|--|---------------------|---|-----------------------|
| Organization Responsible for Facility <b>NuStar Pipeline Operating Partnership L.P.</b>  |                     |   |                       |
| Individual Responsible for Discharge <b>Dale E. Smith</b>  |                     | Telephone Number<br><b>(316) 737-5106</b> |                       |
| Mailing Address <b>7340 W. 21st Street North, Suite 200</b>  | City <b>Wichita</b> | State <b>KS</b>                           | Zip Code <b>67205</b> |
| Brief description of nature of operations which produce the discharge<br><b>Construction of the Laurel Interconnect Pipeline in Cass County, ND. Permit for potential dewatering of shallow groundwater that may be encountered during construction and discharge of hydrostatic test water for pipeline segments and equipment.</b> |                     |   |                       |

Check all possible substances which discharge may contain:

|                                   |                                    |                                   |                                  |                                  |                                   |  |
|-----------------------------------|------------------------------------|-----------------------------------|----------------------------------|----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> Aluminum | <input type="checkbox"/> Beryllium | <input type="checkbox"/> Chromium | <input type="checkbox"/> Cyanide | <input type="checkbox"/> Mercury | <input type="checkbox"/> Phenols  | <input type="checkbox"/> Zinc                        |
| <input type="checkbox"/> Ammonia  | <input type="checkbox"/> Cadmium   | <input type="checkbox"/> Copper   | <input type="checkbox"/> Lead    | <input type="checkbox"/> Nickel  | <input type="checkbox"/> Selenium | <input checked="" type="checkbox"/> Other <u>TSS</u> |

**METHOD OF TREATMENT IS TO ROUTE WATER TO:**

|  |   |  |                      |
|--|---|--|----------------------|
| <input checked="" type="checkbox"/> Municipal Sewer System | Owner of System   | If discharge is to a municipal sewer system, skip to signature area at bottom. |                      |
| OR   | <input type="checkbox"/> Evaporation Lagoon or Ponds  | Number of Ponds  | Size of Each (Acres) |
| OR   | <input type="checkbox"/> No Treatment, Goes to Surface Waters Directly  | Name of Body of Water  |                      |
| OR   | <input checked="" type="checkbox"/> Other (Specify) <b>Discharge on pipeline right-of-way through filter bags/energy dissipation devices.</b> |  |                      |

Method of Treating Sanitary Wastes (if different from above)

|  |
|--|
|  |
|--|

TYPE AND AMOUNT OF WASTEWATER DISCHARGED TO TREATMENT SYSTEM(S) OR WATER OF THE STATE

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Sanitary Wastewater _____ gal/day | <input type="checkbox"/> Cooling Water _____ gal/day | <input type="checkbox"/> Hydrostatic Testing <u>720,000</u> gal/day         |
| <input type="checkbox"/> Process Water _____ gal/day       | <input type="checkbox"/> Surface Runoff Water        | <input type="checkbox"/> Other: Type <u>Dewater</u> / <u>20,000</u> gal/day |

Frequency of Discharge from Treatment Facility (if only certain months please indicate) See attached discharge plan.

Number of Separate Discharge Points:  1  2  3  4 or more **If more than one, attach sheet with locations and types of waters handled at each point.**

|                                 |          |                    |           |                    |        |        |
|---------------------------------|----------|--------------------|-----------|--------------------|--------|--------|
| <b>DISCHARGE POINT LOCATION</b> | Latitude | 0 [ ]   [ ]    [ ] | Longitude | 0 [ ]   [ ]    [ ] | County | Cass   |
|                                 | OR       | [ ] ¼ [ ] ¼        | Section   | Township           | Range  | County |

Provide a brief description of area to which treated discharge flows (i.e., river, unnamed stream, landlocked slough, lake, etc.). Use names whenever possible. See attached discharge plan.

RETURN COMPLETED APPLICATION TO:  
North Dakota Department of Health  
Division of Water Quality  
P.O. Box 5520  
Bismarck, ND 58506-5520  
Telephone: 701.328.5210

**CERTIFICATION:**  
I certify I am familiar with NDCC 61-28-08 and with the information contained in this application. To the best of my knowledge and belief the information in this application is true, complete and accurate.

|   |   |
|---|---|
| Name of Applicant <b>William C. Buchanan, III</b> | Title <b>Vice President, Project Engineer</b> |
| Signature of Applicant                            | Application Date <b>8/5/2016</b>              |

Permit No: NDG07-0000  
Effective Date: April 01, 2015  
Expiration Date: March 31, 2020

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,

operations engaged in temporary discharge activities

is authorized to discharge from locations throughout the state of North Dakota

to waters of the State

provided all the conditions of this permit are met.

This permit and the authorization to discharge shall expire at midnight,  
March 31, 2020.

Signed this 25 day of March, 2015.



Karl H. Rockeman, P.E.  
Director  
Division of Water Quality

Permit No: NDG07-0000  
Effective Date: April 01, 2015  
Expiration Date: March 31, 2020

AUTHORIZATION TO DISCHARGE UNDER THE  
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provided all the conditions of this permit are met.

This permit and the authorization to discharge shall expire at midnight,  
March 31, 2020.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Karl H. Rockeman, P.E.  
Director  
Division of Water Quality

BP 2014.06.12

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**DEFINITIONS Standard Permit BP 2013.12.31**

1. "**Act**" means the Clean Water Act.
2. "**Average monthly discharge limitation**" means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
3. "**Average weekly discharge limitation**" means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.
4. "**Best management practices**" (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. 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 areas.
5. "**Bypass**" means the intentional diversion of waste streams from any portion of a treatment facility.
6. "**Composite**" sample means a combination of at least 4 discrete sample aliquots, collected over periodic intervals from the same location, during the operating hours of a facility not to exceed a 24 hour period. The sample aliquots must be collected and stored in accordance with procedures prescribed in the most recent edition of Standard Methods for the Examination of Water and Wastewater.
7. "**Daily discharge**" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
8. "**Department**" means the North Dakota Department of Health, Division of Water Quality.
9. "**DMR**" means discharge monitoring report.
10. "**EPA**" means the United States Environmental Protection Agency.
11. "**Geometric mean**" means the  $n^{\text{th}}$  root of a product of  $n$  factors, or the antilogarithm of the arithmetic mean of the logarithms of the individual sample values.
12. "**Grab**" for monitoring requirements, means a single "dip and take" sample collected at a representative point in the discharge stream.
13. "**Instantaneous**" for monitoring requirements, means a single reading, observation, or measurement. If more than one sample is taken during any calendar day, each result obtained shall be considered.
14. "**Maximum daily discharge limitation**" means the highest allowable "daily discharge."
15. "**Salmonid**" means of, belonging to, or characteristic of the family Salmonidae, which includes the salmon, trout, and whitefish.

16. "**Severe property damage**" means substantial physical damage to property, damage to the 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.
17. "**Total drain**" means the total volume of effluent discharged.
18. "**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.

**DEFINITIONS Whole Effluent Toxicity (WET) BP 2010.03.24**

19. "**Acute toxic unit**" ("TUa") is a measure of acute toxicity. TUa is the reciprocal of the effluent concentration that causes 50 percent of the organisms to die by the end on the acute exposure period (i.e.,  $100/\text{LC50}$ ).
20. "**Chronic toxic unit**" ("TUc") is a measure of chronic toxicity. TUc is the reciprocal of the effluent concentration that causes no observable effect on the test organisms by the end of the chronic exposure period (i.e.,  $100/\text{NOEC}$ ).
21. "**Inhibition concentration**", ("IC"), is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a non-quantal biological measurement (e.g., reproduction or growth) calculated from a continuous model (e.g., Interpolation Method).
22. "**LC50**" means the concentration of toxicant (e.g., effluent) which is lethal to 50 percent of the organisms exposed in the time period prescribed by the test.
23. "**No observed effect concentration**", ("NOEC"), is the highest concentration of toxicant (e.g., effluent) to which organisms are exposed in a chronic toxicity test [full life-cycle or partial life-cycle (short term) test], that causes no observable adverse effects on the test organisms (i.e., the highest concentration of effluent in which the values for the observed responses are not statistically significantly different from the controls).

## PERMIT SUBMITTALS SUMMARY

| Coverage Point | Submittal                   | Frequency | First Submittal Date |
|----------------|-----------------------------|-----------|----------------------|
| 001, etc.      | Discharge Monitoring Report | Quarterly | July 31, 2015        |

## SPECIAL CONDITIONS

### Daily Logs

The permittee shall maintain a log relating to the authorized discharge(s). The following information shall be included in the summaries with appropriate discharge monitoring report forms:

- a. Flow information and dates discharges;
- b. sample results;
- c. records of visual observations;
- d. notations of any problems relating to treatment of the discharge; and
- e. name of receiving water.

## COVERAGE UNDER THIS PERMIT

### Applicability of General Permit

Under this general permit, authorization to discharge relatively uncontaminated waters from temporary dewatering activities into the waters of the state of North Dakota may be granted. Such activities are hydrostatic testing of pipes, tanks or other similar vessels; disinfection of potable water lines; construction dewatering; and the treatment of gasoline or diesel contaminated ground water. The water discharged from any of these activities must not contribute non-conventional or toxic pollutant loadings to waters of the state.

Temporary dewatering activities as related to construction activities may be covered under the 2015 Construction-Storm Water permit NDR10-0000. The department feels that if construction dewatering activities are discharging relatively uncontaminated water using items outlined in their Storm Water Pollution Prevention Plan (SWPPP) then there is no need to administratively provide multiple permits for the same activities. This concept may change as rules and regulations change for storm water activities.

### Request for Authorization-Notice of Intent (NOI)

To be eligible for authorization to discharge under this general permit, the owner, operator, and/or authorized agent of any facility conducting temporary dewatering activities must fulfill the requirements of a Notice of Intent (NOI) by submitting a Short Form C, North Dakota Pollutant Discharge Elimination System (NDPDES) permit application to the North Dakota Department of Health at its address listed in the permit at least 30 days prior to the anticipated start of any discharge. The department will then have 30 days to grant discharge authority, deny discharge authority, or request additional information. If the department fails to act on any request within the 30-day period, the facility is automatically covered under the permit. The department may waive, at its discretion, the 30-day period in special cases.

After coverage has been obtained, all permittees shall be required to provide the following information to the department, in writing, at least five days prior to the start of any discharge. If all this information was included in/with the permit application, it need not be resubmitted.

- a. The name, address, and descriptive location of the facility.
- b. The name of principal in charge of operation of the facility.
- c. The name of receiving waters.
- d. The location of the discharge point(s).
- e. A brief description of the type of activity resulting in the discharge.
- f. A map or schematic diagram showing the general area and/or routing of the activity.
- g. The anticipated total volume to be discharged.
- h. The anticipated average and maximum rates of discharge.
- i. The anticipated dates of discharge.
- j. For hydrostatic testing only, the type (size and material) of pipe or vessel, whether the pipe or vessel has been used or is of virgin material and a description of the fluid normally transported through the pipeline or contained in the vessel.
- k. For hydrostatic testing only, the source of water to be used in the testing. If water is to be obtained from a well, (other than used for potable water supply) or from an impoundment, the concentration of total dissolved solids or the specific conductance of this water shall be reported.
- l. Describe briefly what measures will be taken to minimize, within practical means, the effects of the discharge on water quality in the receiving waters. A list of BMPs are listed in appendix C of the statement of basis.

The department may waive, at its discretion, some of the items listed above and/or the five-day period in special cases.

### **Discharges Not Covered**

Dewatering discharged associated with the process wastewater or any waster containing sanitary waste.

Any discharge not permitted correctly by local, state, or federal agencies (such as the U.S. Army Corps of Engineers Section 404 permits).

This general permit does not substitute for obligations under the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), or the National Historic Preservation Act (NHPA), it is your responsibility to ensure the project and resulting discharges comply with the respective requirements.

Discharges to waters for which there is a total maximum daily load (TMDL) allocation for sediment and/or parameters associated with sediment transport are not covered unless you develop a Pollution Prevention Plan that is consistent with the assumptions, allocations and requirements in the approved TMDL. If a specific numeric waste load allocation has been established that would apply to the project's discharges, the permittee(s) must incorporate that allocation into the Pollution Prevention Plan and implement necessary steps to meet that allocation.

**POLLUTION PREVENTION PLAN**

Instead of monitoring for total suspended solids, the permittee may request to develop and implement a pollution prevention plan before beginning temporary discharge activities. The plan must detail the best management practices the permittee will undertake to reduce or eliminate any discharge of pollutants. The following table lists some examples of best management practices to temporary discharge activities.

| Best Management Practice | Description of Practice   |
|--------------------------|---|
| Filter Berm              | <ul style="list-style-type: none"> <li>• A temporary ridge of gravel or crushed rock.</li> <li>• Retains sediment on-site by retarding and filtering runoff while allowing water to be discharged from site.</li> </ul> |
| Vegetative Buffer        | <ul style="list-style-type: none"> <li>• An area of growing vegetation between the discharge and receiving waters.</li> <li>• Filters runoff and minimized erosion.</li> </ul>  |
| Filter Fence             | <ul style="list-style-type: none"> <li>• A low fence made of filter cloth and fencing material.</li> <li>• Filters runoff water before discharge.</li> </ul>  |
| Sediment Pond            | <ul style="list-style-type: none"> <li>• Small ponding area either diked or excavated.</li> <li>• Allows sediment to settle out before discharge.</li> </ul>  |

**Deadlines for Plan Preparation and Compliance**

If the permittee develops a pollution prevention plan instead of sampling, the plan must be developed and implemented prior to the start of dewatering.

**Signature and Plan Review**

The plan shall be signed in accordance with the signatory requirements and retained on-site at the location which generates the dewatering discharge.

The permittee shall make plans available upon request to the department or in the case of a discharge through a municipal separate storm sewer system, to the operator or the municipal system.

The department may notify the permittee at any time that the plan does not meet the minimum requirements of this part. Such notification shall identify those provisions of the permit which are not being met by the plan and identify which provisions require modifications in order to meet the minimum requirements. Within 7 days of notification, the permittee shall make the required changes to the plan and shall submit to the department a written certification that the requested changes have been made.

### **Keeping Plans Current**

The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has significant effect on the potential for the discharge of pollutants to the waters of the state. The plan shall also be amended if the plan proves to be ineffective in eliminating or significantly minimizing pollutants present in the dewatering discharge.

### **Request for Discharge of Water Treatment Additives**

In the event a permittee proposes to discharge water additives, the permittee shall submit a request to discharge water additives to the department for review. Written notice from the department to discharge such additives at specified levels shall be obtained prior to discharge by the permittee. Additional monitoring and reporting may be required as a condition for approval to discharge the additive.

A request to discharge water additives shall include all of the following water additive usage and discharge information:

- a. Material Safety Data Sheet (MSDS);
- b. the proposed water additive discharge concentration;
- c. the discharge frequency (i.e. number of hours per day and number of days per year);
- d. the monitoring point from which the product is to be discharged;
- e. the type of removal treatment, if any, that the water additive receives prior to discharge;
- f. product function (i.e. microbiocide, flocculant, etc.);
- g. a 48-hour LC<sub>50</sub> or EC<sub>50</sub> for a North American freshwater planktonic crustacean (either *Ceriodaphnia* so., *Daphnia* sp. or *Simocephalus* sp.); and
- h. the results of toxicity test for one other North American freshwater aquatic species (other than a planktonic crustacean).

## **I. LIMITATIONS AND MONITORING REQUIREMENTS**

### **A. Discharge Authorization**

During the period beginning on the effective date of this permit and the effective date of an individual coverage letter, and lasting until the expiration of this permit or termination of the individual coverage, the permittee is authorized to discharge pollutants from the outfall(s) as specified to the following:

#### **Waters of the State of North Dakota.**

This permit authorizes the discharge of only those pollutants resulting from facility processes, waste streams, and operations that have been clearly identified in the permit application process.

### **B. Effluent Limitations and Monitoring**

1. The permittee must limit and monitor all discharges as specified below:

| <b>Table 1: Effluent associated with disinfection of potable water lines, swimming pools and similar structures.</b> |   |                   |                     |                         |             |
|--|---|-------------------|---------------------|-------------------------|-------------|
| Parameter  | Effluent Limitations  |                   |                     | Monitoring Requirements |             |
|  | Avg. Monthly Limit  | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type |
| Total Suspended Solids (TSS)   | *   | *                 | 100 mg/l            | 1/week                  | Grab        |
| pH, SU   | Shall remain between 7.0 to 9.0 for all Class I and IA waters; Shall remain between 6.0 to 9.0 for all Class II and Class III waters. |                   |                     | 1/week                  | Grab        |
| Total Residual Chlorine <sup>f</sup>   | *   | *                 | 0.05 mg/l           | <sup>a</sup>            | Grab        |

| <b>Table 2: Effluent associated with pump testing of water wells.</b> |   |                   |                     |                         |             |
|---|---|-------------------|---------------------|-------------------------|-------------|
| Parameter   | Effluent Limitations  |                   |                     | Monitoring Requirements |             |
|   | Avg. Monthly Limit  | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type |
| Total Suspended Solids (TSS)  | *   | *                 | 100 mg/l            | 1/week                  | Grab        |
| pH, SU  | Shall remain between 7.0 to 9.0 for all Class I and IA waters; Shall remain between 6.0 to 9.0 for all Class II and Class III waters. |                   |                     | 1/week                  | Grab        |
| Total Radium (uranium-bearing wells)                                  | 5pCi/l  | *                 | *                   | <sup>a</sup>            | Grab        |

| <b>Table 3: Effluent associated with construction dewatering</b> |   |                   |                     |                         |             |
|--|---|-------------------|---------------------|-------------------------|-------------|
| Parameter  | Effluent Limitations  |                   |                     | Monitoring Requirements |             |
|  | Avg. Monthly Limit  | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type |
| Total Suspended Solids (TSS)                                     | *   | *                 | 100 mg/l            | 1/week                  | Grab        |
| pH, SU   | Shall remain between 7.0 to 9.0 for all Class I and IA waters; Shall remain between 6.0 to 9.0 for all Class II and Class III waters. |                   |                     | 1/week                  | Grab        |
| Oil and Grease <sup>c</sup>                                      | *   | *                 | 10 mg/l             | 1/week                  | Visual      |

| <b>Table 4: Effluent produced from the treatment of contaminated ground or surface water from remediation activities.</b> |   |                   |                     |                         |             |
|---|---|-------------------|---------------------|-------------------------|-------------|
| Parameter   | Effluent Limitations  |                   |                     | Monitoring Requirements |             |
|   | Avg. Monthly Limit  | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type |
| Total Suspended Solids (TSS)  | *   | *                 | 100 mg/l            | 1/week                  | Grab        |
| pH, SU  | Shall remain between 7.0 to 9.0 for all Class I and IA waters; Shall remain between 6.0 to 9.0 for all Class II and Class III waters. |                   |                     | 1/week                  | Grab        |
| Benzene   | For direct discharges, the concentration shall not exceed 5 µg/l.   |                   |                     | a                       | Grab        |
| Total BTEX <sup>d</sup>   | For direct discharges, the concentration shall not exceed 100 µg/l.   |                   |                     | a                       | Grab        |
| Total Petroleum Hydrocarbons <sup>e</sup>   | A limit of 1 mg/l shall apply to water classification for domestic water supply. Otherwise the limit shall be 10 mg/l.                |                   |                     | a                       | Grab        |
| Oil and Grease <sup>c</sup>   | *   | *                 | 10 mg/l             | 1/week                  | Visual      |

| <b>Table 5: Effluent produced from the hydrostatic testing of pipes, tanks or other vessels</b> |   |                   |                     |                         |             |
|---|---|-------------------|---------------------|-------------------------|-------------|
| Parameter   | Effluent Limitations  |                   |                     | Monitoring Requirements |             |
|   | Avg. Monthly Limit  | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type |
| Total Suspended Solids (TSS)  | *   | *                 | 100 mg/l            | 1/week                  | Grab        |
| pH, SU  | Shall remain between 7.0 to 9.0 for all Class I and IA waters; Shall remain between 6.0 to 9.0 for all Class II and Class III waters. |                   |                     | 1/week                  | Grab        |
| Benzene <sup>b</sup>  | For direct discharges, the concentration shall not exceed 5 µg/l.   |                   |                     | a                       | Grab        |
| Total BTEX <sup>b,d</sup>   | For direct discharges, the concentration shall not exceed 100 µg/l.   |                   |                     | a                       | Grab        |
| Total Residual Chlorine <sup>f</sup>  | *   | *                 | 0.05 mg/l           | a                       | Grab        |
| Total Petroleum Hydrocarbons <sup>b,e</sup>   | A limit of 1 mg/l shall apply to water classification for domestic water supply. Otherwise the limit shall be 10 mg/l.                |                   |                     | a                       | Grab        |
| Oil and Grease <sup>c</sup>   | *   | *                 | 10 mg/l             | 1/week                  | Visual      |

| Total Volume Discharged |                      |                   |                     |                         |                             |
|-------------------------|----------------------|-------------------|---------------------|-------------------------|-----------------------------|
| Parameter               | Effluent Limitations |                   |                     | Monitoring Requirements |                             |
|                         | Avg. Monthly Limit   | Avg. Weekly Limit | Daily Maximum Limit | Sample Frequency        | Sample Type                 |
| Flow, gpm               | Report               | *                 | Report              | Daily                   | Instantaneous or Calculated |
| Total Drain, MG         | *                    | *                 | Report              | Quarterly               | Calculated                  |

**Notes:**

- \*. This parameter is not limited. However, the department may impose limitations based on sample history and to protect the receiving waters.
- a. Sample frequency shall be assigned based on the type of activity and what type of treatment is being provided. Sample frequencies may consist of daily, weekly, monthly, or quarterly.
- b. This parameter shall be analyzed if the discharge is from hydrostatic test water from the testing of used pipes, tanks, or other similar vessels which have or may have contained petroleum products.
- c. In the event that an oil sheen or floating oil is observed in the discharge, a grab sample shall be immediately taken, analyzed and reported. The sample shall not exceed 10 mg/l. Any noncompliance shall be reported as required to the department.
- d. BTEX shall be measured as the sum of benzene, ethyl benzene, toluene, and xylene. EPA methods 602, 624, or 1624 shall be used for the measurement of benzene, ethyl benzene, and toluene. EPA methods 8260 or equivalent method shall be used for the measurement of xylene including ortho-, meta-, and para-xylene. (Note: Depending on Regional/State policy, EPA method 8260 may be used a substitute or equivalent for the CWA methods 602, 624, or 1624 required under the CWQ in 40 CFR Part 136.)
- e. Acceptable methods for this parameter are 1664 in the latest edition of Standard Methods for the Examination of Water and Wastewater and EPA SW846 Method 8015 (modified) for Total Purgeable Petroleum Hydrocarbons.
- f. Total residual chlorine shall be analyzed if chlorinated water is used during the hydrostatic test.

**C. Notice of Termination (NOT)**

Permittees wanting 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 not longer needed and signed in accordance with the signatory requirements of the permit. Compliance with the conditions of this permit is required until an official cancellation letter from the department is received.

**II. MONITORING, RECORDING, AND REPORTING REQUIREMENTS BP 2014.12.08**

**A. Representative Sampling (Routine and Non-Routine Discharges)**

All samples and measurements taken shall be representative of the monitored discharge.

In order to ensure that the effluent limits set forth in this permit are not violated at times other than when routine samples are taken, the permittee must collect additional samples at the appropriate outfall whenever any discharge occurs that may reasonably be expected to cause or contribute to a violation that is unlikely to be detected by a routine sample. The permittee must analyze the additional samples for those parameters limited under **Part I Effluent Limitations and Monitoring** requirements of this permit that are likely to be affected by the discharge.

The permittee must collect such additional samples as soon as the spill, discharge, or bypassed effluent reaches the outfall. The samples must be analyzed in accordance with B. Test Procedures. The permittee must report all additional monitoring in accordance with D. Additional Monitoring.

#### **B. Test Procedures**

The collection and transportation of all samples shall conform with EPA preservation techniques and holding times found in 40 CFR 136. All laboratory tests shall be performed by a North Dakota certified laboratory in conformance with test procedures pursuant to 40 CFR 136, unless other test procedures have been specified in this permit or approved by EPA as an alternate test procedure under 40 CFR 136.5. The method of determining the total amount of water discharged shall provide results within 10 percent of the actual amount.

#### **C. Recording of Results**

Records of monitoring information shall include:

1. the date, exact place and time of sampling or measurements;
2. the name(s) of the individual(s) who performed the sampling or measurements;
3. the name of the laboratory;
4. the date(s) and time(s) analyses were performed;
5. the name(s) of the individual(s) who performed the analyses;
6. the analytical techniques or methods used; and
7. the results of such analyses.

#### **D. Additional Monitoring**

If the discharge is monitored more frequently than this permit requires, all additional results, if in compliance with B. Test Procedures, shall be included in the summary on the Discharge Monitoring Report.

#### **E. Reporting of Monitoring Results**

Monitoring results shall be summarized and reported on Discharge Monitoring Report forms. If no discharge occurs during a reporting period, "No Discharge" shall be reported. All reports must be postmarked by the last day of the month following the end of each reporting period. All original documents and reports required herein shall be signed and submitted to the department at the following address:

**ND Department of Health  
Division of Water Quality  
918 East Divide Ave  
Bismarck ND 58501-1947**

#### **F. 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.

### **III. COMPLIANCE RESPONSIBILITIES**

#### **A. 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.

#### **B. Proper 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.

#### **C. 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.

#### **D. 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.

#### **E. Signatory Requirements**

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

All permit applications shall be signed by a responsible corporate officer, a general partner, or a principal executive officer or ranking elected official.

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 E. Signatory Requirements 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 this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

#### **F. Twenty-four Hour Notice of Noncompliance Reporting**

1. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally as soon as possible, but no later than twenty-four (24) hours from the time the permittee first became aware of the circumstances. The following occurrences of noncompliance shall be included in the oral report to the department at 701.328.5210:
  - a. Any lagoon cell overflow or any unanticipated bypass which exceeds any effluent limitation in the permit under G. Bypass of Treatment Facilities;
  - b. Any upset which exceeds any effluent limitation in the permit under H. Upset Conditions; or
  - c. Violation of any daily maximum effluent or instantaneous discharge limitation for any of the pollutants listed in the permit.
2. 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 **Part II.E. Reporting of Monitoring Results.** 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.

### G. Bypass of Treatment Facilities

1. 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 under F. Twenty-four Hour Notice of Noncompliance Reporting.
2. 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 under the 1. Anticipated Bypass subsection of this 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.

### H. 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:

1. An upset occurred and the permittee can identify its cause(s);
2. The permitted facility was, at the time being, properly operated;
3. The permittee submitted notice of the upset as required under F. Twenty-four Hour Notice of Noncompliance Reporting and

4. The permittee complied with any remedial measures required under I. Duty to Mitigate.

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

**I. Duty to Mitigate**

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal 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.

**J. 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.

**K. Duty to Reapply**

Any request to have this permit renewed should be made six months prior to its expiration date.

**IV. GENERAL PROVISIONS**

**A. Inspection and 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.

**B. 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.

**C. 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.

**D. 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.

#### **E. 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.

#### **F. Need to Halt or Reduce Activity Not a Defense**

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.

#### **G. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

### **V. BENEFICIAL REUSES**

#### **A. Irrigation**

Discharged water may be used for irrigation provided soil and water compatibility testing confirms the water is suitable for irrigation. Wastewater used for irrigation shall be applied at a rate which would allow complete infiltration and not result in ponding or runoff from the irrigated area.

Agricultural land may be irrigated as well as forage crops used for livestock consumption or pastures. Public properties such as golf courses or parks may be irrigated.

Runoff that occurs from irrigated areas shall be monitored at the frequencies and with the types of measurements described in Part I.B.

The permittee shall maintain monitoring records indicating the location and usage (e.g., park or agricultural) of the land being irrigated, the dates irrigation occurred, the amount of wastewater used, and

the total flow. In addition, monitoring records must include results from collected samples

**B. Construction**

Discharged water may be used for construction purposes such as soil compaction, dust suppression and washing aggregate, provided the wastewater is applied in a manner that does not result in runoff or ponding.

Runoff that occurs from the application areas shall be monitored at the frequencies and with the types of measurements described in Part. I.B.

The permittee shall maintain monitoring records indicating the location and usage of the land where application occurs, the dates application occurred, the amount of wastewater used, and the total flow. In addition, monitoring records must include results from collected samples.

**C. Oil and Gas Production (including Hydraulic Fracturing)**

The specific user of the discharged water may determine the specific treatment requirements for receiving wastewater.

The permittee shall maintain monitoring records indicating the specific user, the amount of wastewater used, and the total flow. In addition, monitoring records must include results from collected samples.

**D. Other Uses as Approved**

The permittee must consult with the department before beneficially reusing wastewater for purposes not identified in this permit.



**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 (04/15)

FOR DEPT. USE ONLY

|                 |
|-----------------|
| Application No. |
| Date Received   |

**GENERAL INFORMATION**

|  |   |  |  |
|--|---|--|--|
| 1. Name of Owner of Construction Project<br><b>NuStar Pipeline Operating Partnership</b> | 2. Contact First Name<br><b>Christopher</b> | 3. Contact Last Name<br><b>Jimenez</b> | 4. Contact Phone No.<br><b>(210) 918-3393</b>  |
| 5. Contact E-mail Address<br><b>Christopher.Jimenez@nustarenergy.com</b>                 |   |  |  |
| 6. Mailing Address<br><b>19003 IH-10 West</b>  | 7. City<br><b>San Antonio</b>               | 8. State/Province<br><b>TX</b>         | 9. Zip Code<br><b>78247</b>                    |
| 10. Name of Operator Working at Site<br><b>NuStar Pipeline Operating Partnership</b>     | 11. Contact First Name<br><b>Dale</b>       | 12. Contact Last Name<br><b>Smith</b>  | 13. Contact Phone No.<br><b>(316) 721-7078</b> |
| 14. Contact E-mail Address<br><b>Dale.Smith@nustarenergy.com</b>                         |   |  |  |
| 15. Mailing Address<br><b>7340 W. 21st Street North, Suite 200</b>                       | 16. City<br><b>Wichita</b>                  | 17. State/Province<br><b>KS</b>        | 18. Zip Code<br><b>67205</b>                   |

**PROJECT INFORMATION**

|  |  |   |  |
|--|--|---|--|
| 19. Name of Construction Project<br><b>Laurel Interconnect Pipeline</b>  |  |   |  |
| 20. Brief Description of Construction Activity<br><b>Construct a 7.3-mile-long, 8-inch-diameter refined petroleum products pipeline to connect the existing Cenex Pipeline and NuStar's existing 10-inch North System Pipeline, with an intermediate storage facility.</b> |  |   |  |
| 21. Project Start Date<br><b>08/29/2016</b>  | 22. Estimated Completion Date<br><b>12/31/2016</b> | 23. Estimated Total Area of Site (acres)<br><b>190</b>  | 24. Estimated Area of Disturbance (acres)<br><b>70</b> |
| Project Location   | 25. Physical Address                               |   | 26. City   |
|  | OR   | 27. Township  | 28. Range  |
|  |  | 29. Section   | 30. Quarter Section (ABCD Format)                      |
| 31. County<br><b>Cass</b>  |  | 32. Latitude (Decimal Degrees)  |  |
| 33. Longitude (Decimal Degrees)  |  | 34. Name of Municipal Storm Sewer System or Description of Receiving Water<br><b>Maple River and Lower Branch Rush River -- see attachment.</b> |  |

35. A SWPPP must be prepared and available for review at the time of application. You are not required to submit the SWPPP with the application unless otherwise notified by the department. The SWPPP must be completed prior to the start of construction (or the applicable construction phase). Please refer to Part I(D)(2)(c) of the permit.

|   |   |   |
|---|---|---|
| <b>RETURN COMPLETED APPLICATION TO:</b><br><br>North Dakota Department of Health<br>Division of Water Quality, 4 <sup>th</sup> Floor<br>918 East Divide Avenue<br>Bismarck, ND 58501-1947<br><br>Telephone: (701) 328-5210<br>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. |   |
|   | 36. Printed Name of Owner(s)<br><b>William C. Buchanan, III</b>   | 37. Title<br><b>Vice President, Project Engineering</b> |
|   | 38. Signature of Owner(s)<br><i>[Signature]</i>   | 39. Date<br><b>8/4/2016</b>                             |
|   | 40. Printed Name of Operator(s)<br><b>William C. Buchanan, III</b>  | 41. Title<br><b>Vice President, Project Engineering</b> |
|   | 42. Signature of Operator(s)<br><i>[Signature]</i>  | 43. Date<br><b>8/4/2016</b>                             |



## Instructions

Submission of this application is notice that the owner(s) and operator(s) identified on the application intend to discharge stormwater associated from construction activity to waters of the state in accordance with conditions set forth in North Dakota Pollution Discharge Elimination System general permit NDR10-0000.

Permit coverage becomes effective seven days after a complete application is submitted (based on the department receipt date) unless otherwise notified by the department.

## General Information

1. **Name of Owner of Construction Project.** Enter the individual, company, organization or state who owns the property where the construction project is to take place. "Owner" means the person or party possessing the title of the land on which the construction activities will occur; or . . . for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

2-3. **Contact Person.** Provide the contact person for the owner. If the contact person is an agent of the owner, such as a consultant, provide this information on a separate page.

4. **Contact Phone No.** Provide a valid phone number for the contact person.

5. **E-mail Address.** Provide a valid e-mail address for the contact.

6-9. **Mailing Address.** Provide a valid mailing address for the owner.

10. **Name of Operator Working at Site (attach additional, if needed).** List the operator(s) who will be responsible for the construction activities at the site. The operator is someone who 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.

11-12. **Contact Person Name.** State the contact person who will be responsible for overseeing construction activities at the site for the operator.

13. **Contact Phone No.** Provide a valid phone number for the contact person.

14. **E-mail Address.** Provide a valid e-mail address for the contact.

15-18. **Mailing Address.** Provide a valid mailing address for the operator.

## Project Information

19. **Name of Construction Project.** Provide a descriptive, but brief, name of the construction project. Limit the name to 75 characters.

20. **Brief Description of Construction Activity.** Provide a brief description of the scope of work for the construction project.

21. **Project Start Date.** Provide the estimated project start date.

22. **Project end date.** Provide the estimated project end date, if known. The date provided does not imply that the permit will expire on the projected end date. The permit will be terminated only after a notice of termination is submitted to the department.

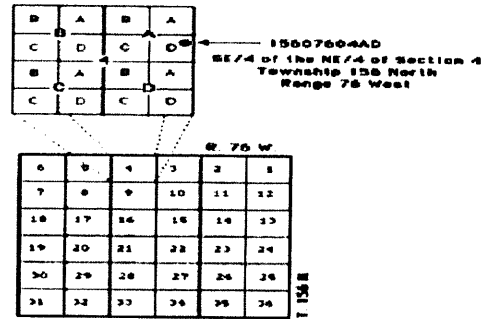
23. **Estimated Total Area of Site.** Enter the estimated acreage of the site/property in acres.

24. **Estimated Area of Disturbance.** Enter the estimated total acreage of land to be disturbed by construction activity.

25. **Physical Address.** Enter a physical address if one is available. For residential construction, avoid using a recorded plat survey, such as lot and block number. If a street addresses it not available, please use an alternative project location description (boxes 23 through 26).

26. **City.** Enter city in which project is located. If the project is located in a rural area, enter the nearest city.

27-30. **Township, Range, Section, Quarter Section.** Provide the numerical township, range and section of the construction project. Provide the quarter section in the ABCD format. See below.



31. **County.** Provide the county in which the project is occurring.

32-33. **Latitude and Longitude.** Provide the latitude and longitude in decimal degrees at the center of the site.

34. **Municipal Storm Sewer System or Description of Receiving Water.** If the project is located within city limits, enter the name of the city along with receiving water of the city storm sewer. Provide the name of the receiving body of water if outside city limits (i.e. Red River, unnamed tributary to Cherry Creek, wetlands, etc.).

## Stormwater Pollution Prevention Plan (SWPPP) Requirements

35. As part of the permit, a SWPPP must be developed and available for review at the time of application. You are not required to submit the SWPPP with the application unless otherwise notified by the department. The SWPPP must be completed prior to the start of construction (or the applicable construction phase). Please refer to Part I(D)(2)(c) of the permit.

## Signature Information

36-39. **Owner Information.** The signatory must be a responsible corporate officer, general partner, principal executive officer, or ranking elected official as required in Part IV.6.a of the permit number NDR10-0000.

40-43. **Operator Information.** The signatory must be a responsible corporate officer, general partner, principal executive officer, or ranking elected official as required in Part IV.6.a of the permit number NDR10-0000.

**Please Note:** Some internet browsers may not display the form properly and some features of the form may not be available or displayed. If you experience issues viewing the form, please read the following options for possible solutions:

In Firefox® browser: Go to the tools menu>options>applications. Under the actions column for Portable Document Format, change to Use Adobe® Reader in the drop down menu.

In Google Chrome™ Browser: Go to the address bar and type in chrome://plugins/ and click enter. Once in the plugin menu, go to the Chrome pdf viewer and click disable. Then go to the Adobe® Reader viewer and click enable. Once these changes are made, refresh the document.

Permit No: NDR10-0000  
Effective Date: April 01, 2015  
Expiration Date: March 31, 2020

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,

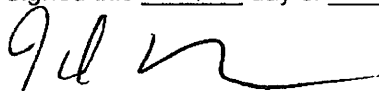
Facilities both qualifying for and satisfying the requirements identified in Part I of the permit are authorized to discharge stormwater associated with **construction activity**

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,  
March 31, 2020.

Signed this 31 day of March, 2015.



Karl H. Rockeman, P.E.  
Director  
Division of Water Quality

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## I. PERMIT COVERAGE AND LIMITATIONS

### A. Discharges Covered

1. This permit applies to all areas within the state of North Dakota, except for those areas defined as Indian Country. Construction activity located within Indian Country within the state of North Dakota must obtain a permit through the United States Environmental Protection Agency. If the construction activity is located with the jurisdiction of the state of North Dakota, and the United States Environmental Protection Agency, a permit must be obtained from both regulatory entities.
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 (1) and less than five (5) acres.
  - c. Discharges of stormwater from oil and gas exploration, production, processing or treatment operations, or transmission facilities composed of contaminated runoff by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished product, byproduct, or waste products located on the site of such operations.
3. Stormwater discharges from support activities (e.g., 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. The support activities may only be in association with one project. If the support activity is associated with more than one project, a separate stormwater permit (Industrial or mining, extraction or paving material preparation) is required.
4. Certain non-stormwater discharges from facilities covered by this permit and meeting the requirements specified in Part II(A).
5. Stormwater discharges from construction activity covered by the previous permit, issued October 12, 2009, where a notice has been submitted to obtain coverage under this permit.
6. Projects which have obtained coverage under this permit shall amend and implement a Stormwater Pollution Prevention Plan (SWPPP) that meets the requirements of this permit within ninety (90) days of the effective date of this permit.
7. Discharges from dewatering activities related to construction activities (discharges of uncontaminated stormwater).
8. Local Authority. This permit does not preempt or supersede the authority of local agencies or operators of municipal separate storm sewer systems to prohibit, restrict, or control discharges of stormwater to storm sewer systems or other water courses within their jurisdiction.

## **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), Wild and Scenic Rivers Act, 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 and/or parameters associated with sediment transport are not covered unless you develop a Stormwater Pollution Prevention plan (SWPPP) that is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, the SWPPP must incorporate the conditions applicable to the discharge necessary for consistency with the assumptions, allocations and requirements of the TMDL. If a specific numeric wasteload allocation has been established that would apply to discharges from construction activity, the permittee must incorporate that allocation into the SWPPP and implement necessary steps to meet that allocation. Information about TMDL allocations may be found at the following website: [www.ndhealth.gov/WQ/SW/Z2\\_TMDL/default.htm](http://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 a violation of the standards for quality for waters of the state (North Dakota Administrative Code (N.D.A.C.) 33-16-02.1).
7. Discharges from hydrostatic testing, well points, water line disinfection and treatment of gasoline or diesel contaminated groundwater.
8. Discharges of wash water using detergents, wastewater, or sanitary waste.

## **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 SWPPP in accordance with Part II(C) of this permit. A SWPPP must be in place as a condition of the permit and a copy of the SWPPP must be retained by the permittee.
2. Permit coverage will become effective seven (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 must use a Notice of Intent (NOI) to complete your application. An NOI form (or a replacement application form) is available at the following website:  
[www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm](http://www.ndhealth.gov/WQ/Storm/Construction/ConstructionHome.htm).
2. Application Content and Conditions.
  - a. The owner, or 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) and 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) The 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 the signatory requirements in Part IV(A)(6) of this permit.
  - c. A SWPPP (Part II(C)) for the project must be prepared and available for review, upon request, 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 SWPPP must be completed prior to the start of construction (or the applicable construction phase). You are not required to submit the SWPPP with the application unless otherwise notified by the department.
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 (1) NOI for all of the owner's construction activity within the common plan of development, or
  - b. The operator, such as a homebuilder who may represent one (1) or more lot owners, shall submit one (1) NOI for all of the operator's construction activity within each addition of the common plan of development.

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

4. For oil and gas exploration, production, processing, treatment operations, or transmission facilities, which discharge contaminated stormwater, permit applications may be submitted for individual project sites or for an area of operations such as well field or by county.
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

#### **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 the department.
2. Permittees may only submit a NOT after one of the following conditions have been met:
  - a. Final stabilization (Part II(E)) has been achieved on all portions of the site for which the permittee is responsible.
  - b. Another owner/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, transferred, or has achieved final stabilization. The permittee must modify their SWPPP to indicate that permit coverage is no longer required for that lot. The SWPPP shall indicate the reason why coverage is no longer needed and the date the lot was sold, transferred, or achieved final stabilization. In order to terminate coverage, all lots under the control of the owner or operator must be sold, transferred, or achieved final stabilization (Part II(E)).

#### **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 fourteen (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). 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 SWPPP created for the project or develop and implement their own SWPPP. Permittee(s) shall ensure either directly or through coordination with other operators that their SWPPP 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.

## II. STORMWATER DISCHARGE REQUIREMENTS

### A. Prohibition of Non-Stormwater Discharges

The discharge of wastewater is not authorized by this permit. The following sources of non-stormwater discharges are allowed if they are not a significant source of pollution and are identified in the SWPPP: fire-fighting, fire hydrant flushing, potable water line flushing, equipment wash down without detergents or hazardous cleaning products, uncontaminated foundation drains, springs, surface water, lawn watering, chemical treatment of stormwater and air conditioning condensate. Impervious surface wash water may not be directed into any surface water or storm drain inlet unless appropriate pollution prevention measures have been implemented. Discharges may not come into contact with oil and grease deposits or any other toxic or hazardous materials (unless cleaned up using dry clean-up methods). The SWPPP must include a description of the pollution prevention measures to be implemented while non-stormwater discharges are occurring.

If chemical treatment for sediment removal is intended to be used on-site, the permittee shall provide the department with the information outlined in Appendix 1(A)(14) of this permit for approval prior to use. This information shall be provided to the department no later than sixty (60) days prior to use.

### 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, nor the reporting requirements found in Chapter 33-16-02.1 of the North Dakota Administrative Code. Any releases which meet any reporting requirement, must be reported to the agencies identified in Part IV(A)(7).

### C. Stormwater Pollution Prevention Plans

All permittees shall implement a SWPPP for any construction activity requiring this permit until final stabilization is achieved. The SWPPP and revisions are subject to review by the department. The objectives of the SWPPP is to identify potential sources of sediment and other sources of pollution associated with construction activity, and to ensure practices are implemented and maintained to reduce the contribution of pollutants in stormwater discharges from the construction site to waters of the state and storm sewer systems. Stormwater management documents developed under other regulatory programs may be included or incorporated by reference in the SWPPP, or used in whole as a SWPPP if it meets the requirements of this part.

The SWPPP 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 SWPPP to accomplish this. However, in the event there is a requirement under the SWPPP for which responsibility is ambiguous or is not included in the SWPPP, each permittee shall be responsible for implementation of that requirement. Each permittee is responsible for assuring that their activities do not render another permittee's controls ineffective.

The SWPPP must incorporate the requirements provided in Appendix 1 and shall include the following information.

1. **Site Description.** Each plan shall provide a description of the construction activity and potential sources of pollution 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/schedule, or chart, of activities that includes major phases/stages, BMP implementation, BMP removal, disturbances, and stabilization 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 will receive stormwater runoff from the project site; and
- f. A site map which indicates the following items as applicable (more than one (1) map may be needed). If an item is not applicable, provide rationale describing why the item is not applicable to the construction activity:
  - 1) Project boundaries;
  - 2) Areas of ground disturbance during each phase/stage of the project;
  - 3) Areas where disturbance will not occur, such as avoidance areas (e.g. wetlands, critical habitat, Threatened and Endangered Species, etc);
  - 4) Drainage patterns including: flow direction (run-on and runoff);
  - 5) Dividing lines, discharge points, and storm sewer system inlets which the site drains to or may be affected by the activity;
  - 6) Pre-existing and final grades;
  - 7) Location of all temporary and permanent sediment and erosion controls during each particular phase;
  - 8) Location of any stormwater conveyances such as: retention ponds, detention ponds, ditches, pipes, swales, stormwater diversions, culverts, and ditch blocks;
  - 9) Location of potential sources of pollution (e.g. portable toilets, trash receptacles, etc.);
  - 10) Location of soil stockpiles;
  - 11) Identify steep slopes;
  - 12) Surface waters, including an aerial extent of wetland acreage;
  - 13) Location of surface water crossings;
  - 14) Locations where stormwater is discharged to surface waters;
  - 15) Location of dewatering discharge points;
  - 16) Locations of where chemical treatment of stormwater will be performed, including discharge points;
  - 17) Fueling locations, vehicle and equipment maintenance areas, designated wash water collection site, lubricant and chemical storage, paint storage, material storage, staging areas, and debris collection area;
  - 18) Location of any impervious surfaces upon completion of construction; and
  - 19) 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. Site maps must show items 1 through 18 of this section.
- g. Projects that discharge stormwater which flows 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 SWPPP. 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](http://www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm).
- h. For water bodies which have a TMDL, the SWPPP must describe and conform to the Waste Load Allocations (WLA) of the water body as per Part II(C)(4)(g) of this permit. Information about TMDL allocations may be found at the following website:  
[www.ndhealth.gov/WQ/SW/Z2\\_TMDL/default.htm](http://www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm).

2. **Narrative.** The SWPPP must include a narrative description of the selected operational controls and sediment and erosion controls as outlined in Part II(C)(3), Part II(C)(4), and Appendix 1 of this permit. When applicable, a description of the requirements for any additional environmental regulations (federal) and local requirements related to the project, as it relates to waters of the state, must also be included or incorporated by reference (e.g. The Wild and Scenic Rivers Act, The National Historic Preservation Act, The Endangered Species Act, Fish and Wildlife Coordination Act, National Environmental Policy Act, Section 404 of the Clean Water Act, etc.).

The narrative shall describe at a minimum:

- a. The installation, removal (if applicable), and maintenance requirements of selected Best Management Practices (BMPs) for each phase/stage of construction activity;
  - b. The rationale for the selection of all BMPs (calculations should be included if appropriate);
  - c. Whether selected BMPs are temporary or permanent;
  - d. Any descriptions of infeasibility or explanations as required in Part II, Part III(A), and Appendix 1 of this permit.
3. **Operational Controls.** The SWPPP shall describe the BMPs used in day to day operations on the project site that reduce the contribution of pollutants in stormwater runoff.

- a. The SWPPP must identify a person knowledgeable and experienced in the application of erosion and sediment control BMPs who will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion and sediment control BMPs before and during construction, until a NOT is filed or the permit is transferred. A knowledgeable and experienced person is someone who meets the requirements of Part II(C)(3)(e) of this permit.

The owner shall develop a chain of responsibility with all operators on the site to ensure that the SWPPP 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. The SWPPP must include a description of good housekeeping practices used to maintain a clean and orderly site. The SWPPP shall describe how litter, debris, chemicals and parts will be handled to minimize exposure to stormwater. The SWPPP also shall describe what measures will be used to reduce and remove sediment tracked off-site by vehicles or equipment. In addition, the SWPPP shall describe methods which will be used to reduce the generation of dust.
- c. The SWPPP shall describe preventative maintenance practices used to ensure the proper operation of erosion and sediment control devices (e.g., fiber rolls, erosion control blankets and silt fences) and equipment used or stored on site. The SWPPP shall describe proper inspection procedures for ensuring proper operation of erosion and sediment control devices.
- d. The SWPPP shall describe spill prevention and response procedures where potential spills can occur. Specific handling procedures, storage requirements, spill containment, cleanup procedures, and disposal must be identified. 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 or storm sewer systems.

The potential discharge of hazardous substances in stormwater discharges shall be minimized by including measures onsite, detailed in the SWPPP to prevent and respond to releases of hazardous substances. If a reportable quantity release occurs, the SWPPP shall be revised to prevent the reoccurrence of such a release.

- e. The SWPPP shall outline how employees and responsible parties shall be trained on the implementation of the SWPPP. Training must be provided at least annually, as new employees or responsible parties are hired or as necessary to ensure compliance with the SWPPP and the general permit. Employees and responsible parties include individuals who are responsible for design, installation, maintenance and repair of stormwater controls and conducting inspections.
  - 1) On-site personnel must understand the requirements of this permit as it pertains to their role in implementing the SWPPP. On-site personnel must know:
    - a. The purpose of the SWPPP, requirements of the SWPPP, and how the SWPPP will be implemented;
    - b. The location of all BMPs identified in the SWPPP; and
    - c. Correct installation, function, maintenance and removal (if applicable) of BMPs identified in the SWPPP.
  - 2) Personnel responsible for performing site inspections must understand when inspections must be conducted (Part III(A)), what must be inspected (Part II(C)(7)), how to record findings, when to initiate corrective actions, and properly document corrective actions.
  - 3) Maintenance personnel must understand when maintenance must be performed on BMPs in order to maintain properly functioning BMPs and what needs to be recorded for corrective actions/maintenance records in accordance with Part III(A)(5) of this permit.
- f. The SWPPP must describe how concrete grindings and slurry will be managed. Wastewater from concrete washout, cleanout or washout from: stucco, paint, joint compound, and other building materials shall not be discharged to waters of the state, storm sewer systems or curb and gutter systems.
  - 1) Wash water must be collected in leak-proof containers or leak-proof pits. Containers or pits must be designed and maintained so that overflows cannot occur due to inadequate sizing, precipitation events, or snowmelt.
- g. The SWPPP shall describe any dewatering activities planned at the site. Dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) related to the permitted activity must be managed with appropriate BMPs, such that the discharge does not adversely affect the receiving water. The following conditions apply to dewatering activities:
  - 1) Dewatering is limited to un-contaminated stormwater, surface water, and groundwater that may collect on-site and those sources identified in Part II(A), if they are not a significant source of pollution. A separate permit must be obtained to discharge water from other sources such as hydrostatic testing of pipes, tanks, or other similar vessels; disinfection of potable water lines; pump testing of water wells; and the treatment of gasoline or diesel 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) When dewatering, utilize structures or BMPs which allow for draw down to occur from the surface of the water, unless infeasible. If infeasible, documentation must be provided in the SWPPP. In addition, you must describe what BMP(s) will be used in its place.
- 4) In addition to the inspection requirements in Part III, dewatering activities shall be inspected daily. The inspection must include the dewatering site, areas where BMPs are being implemented and the discharge location. A record shall be maintained to document the inspections of the dewatering operation and actions taken to correct any problems that may be identified.
  - a. Records shall contain at a minimum:
    - i. Date and time of the inspection,
    - ii. Inspector name,
    - iii. Approximate volume of water discharged,
    - iv. Findings of the inspection, including recommendations and schedule for corrective actions;
    - v. Corrective actions taken (including dates, times, and party completing maintenance activities); and
    - vi. Documentation that the SWPPP has been amended when changes are made to the dewatering activity in response to inspections.
  - 5) Local authorities may require specific BMPs for discharges affecting their storm sewer system.
4. **Erosion and Sediment Controls.** Erosion and sediment controls and stabilization requirements must be implemented for each major phase of site activity (e.g., clearing, grading, building, and landscaping phases). A description of the erosion and sediment controls and site stabilization methods must be provided in accordance with Part II(C)(2) of this permit. Erosion and sediment controls, and site stabilization must conform to the requirements provided in Appendix 1. The description and implementation of controls shall address the following minimum components:
  - a. The selection of erosion and sediment controls, and site stabilization shall consider the following:
    1. The expected amount, frequency, intensity, and duration of precipitation events;
    2. The nature of stormwater run-on and runoff from the site as well as changes during, and as a result of, construction activity. This includes changes to impervious surfaces, slopes, seasonal changes, and drainage features on-site;
    3. Channelized flow, must be handled in order to minimize erosion at outlets and to minimize impacts to downstream receiving waters;
    4. Soil types (wind and water erodibility, and settling time); and
    5. Seasonal conditions.
  - b. 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.

- c. Temporary or permanent erosion protection and stabilization (such as cover crop planting or mulching) must be initiated immediately, as described in Appendix 1(A), for all exposed soil areas where activities have been completed or temporarily ceased.
- d. 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. Corrective actions must be made prior to the next anticipated rainfall event of within 24 hours of discovery (whichever comes first) or as soon as field conditions allow. Documentation must be provided in the maintenance records if field conditions do not allow access along with a plan of action for performing maintenance activities.

The permittee may deviate from the manufacturer's specifications and erosion and sediment control requirements in Appendix 1 if they provide justification for the deviation and document the rationale for the deviation in the SWPPP. Any deviation must provide equivalent erosion and sediment control.

- e. If sediment escapes from the site, off-site accumulations of sediment must be removed in a manner and frequency sufficient to minimize off-site impacts as outlined in Appendix 1(B). The SWPPP must be modified to prevent further sediment deposition off-site.
  - f. 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.
  - g. For projects that discharge stormwater which flows to a water body for which there is a TMDL allocation for sediment and/or parameters associated with sediment transport, the SWPPP must be consistent with the assumptions, allocations, and requirements in the approved TMDL. If a TMDL specifies certain BMPs or controls to meet a WLA applicable to the project's discharges, the BMPs or controls must be incorporated into the SWPPP. Information about TMDL allocations may be found at the following website:  
[www.ndhealth.gov/WQ/SW/Z2\\_TMDL/default.htm](http://www.ndhealth.gov/WQ/SW/Z2_TMDL/default.htm).
5. **Stormwater Management.** The SWPPP 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 methods; infiltration of runoff on-site; sequential systems which combine several practices or other post-construction stormwater management features.
  - 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.

6. **Maintenance.** All erosion and sediment control measures and other protective measures identified in the SWPPP must be maintained in effective operating condition. The SWPPP 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 in accordance to Appendix 1 or as soon as practicable.
7. **Inspections.** The SWPPP 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. Inspectors must be knowledgeable in their role of the SWPPP, as outlined in Part II(C)(3)(e) of this permit. The erosion and sediment control measures and stabilized areas identified in the SWPPP shall be observed to ensure they are operating correctly and in serviceable condition. Inspections shall include 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.
8. **SWPPP Review and Revisions.**
  - a. The SWPPP 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 the SWPPP available upon request to the department, EPA, or, in the case of discharges to a municipal storm sewer system, the operator of the municipal system.
  - c. The permittee shall amend the SWPPP whenever there is a change in design, construction, operation, maintenance, or BMPs. The SWPPP shall be amended if the plan is found to be ineffective in controlling pollutants present in stormwater. The SWPPP shall be amended as soon as practicable.

#### **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 or agency.

#### **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 of the pre-existing cover 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 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 remove all sediment from conveyances and temporary sedimentation basins that will be used as permanent water quality management basins. Sediment must be stabilized to prevent it from being washed into basins, 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 areas of the state where the average annual rainfall is less than 20 inches, all soil disturbing activities at the site have been completed and erosion control measures (e.g., degradable rolled erosion control product) and stabilization methods are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years and achieve 70 percent of the pre-existing vegetative cover within three (3) years without active maintenance. Sites must meet the criteria outlined in items 1(a), (b), and (c) above.
  3. Disturbed areas on land used for agricultural purposes that are restored to their pre-construction agricultural use are not subject to these final stabilization criteria. If the construction activity removed standing crop, the area must be restored in accordance with the landowner.  
  
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 use must meet the final stabilization criteria in (1) or (2) above.
  4. For residential construction only, final stabilization may be achieved when soil is stabilized (see Appendix 1(A)(3)) and down gradient perimeter control for individual lots has been implemented 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 0.25 inches of rain per 24-hour period. Inspections are only required during normal working hours. The permittee shall use a rain gauge on-site or utilize the nearest National Weather Service precipitation gauge station. Rain gauge locations or stations must be representative of the site.
  - a. "Within 24 hours after any storm event greater than 0.25 inches rain per 24-hour period" means that you are required to conduct an inspection within 24 hours once a storm event has produced 0.25 inches, even if the storm event is still continuing. If there is a storm event at your site that continues for multiple days, and each day of the storm produces 0.25 inches or more rain, you are required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

2. 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, site access constraints, etc., may prohibit inspections. The permittee must include a description of why the inspection(s) could not be performed at the designated time in the next inspection record. If an inspection is delayed due to adverse weather conditions or rain events outside normal working hours, an inspection must be conducted during the next working day, or as conditions allow.
3. 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. Erosion and sediment control measures which require more frequent inspection based on location or as a result of recurring maintenance issues must be identified in the SWPPP.
4. All inspections conducted during construction must be recorded in writing and these records must be retained in accordance with Part III(B). Records of each inspection activity shall include:
  - a. Date and time of inspections;
  - b. Name of person(s) conducting inspections;
  - c. Findings of inspections, including recommendations and schedule for corrective actions;
  - d. Date and amount of all rainfall events greater than 1/4 inch (0.25 inches) in 24 hours; and
  - e. Documentation that the SWPPP has been amended when changes are made to BMPs in response to inspections.
  - f. All inspection reports shall be signed in accordance with Part IV(A)(6) of this permit.
5. Corrective actions (maintenance activities) performed during construction must be recorded in writing and these records must be retained in accordance with Part III(B). Records for maintenance activity shall include:
  - a. Best Management Practice corrected;
  - b. Date and time of corrective action;
  - c. Name of person(s) performing corrective actions;
  - d. Corrective actions taken; and
  - e. Corrective actions/maintenance records shall be signed in accordance with Part IV(A)(6) of this permit.
6. Completed areas that have been stabilized but do not meet the 70 percent 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 requirements of Part II(E) of this permit. The SWPPP must update to identify any areas which meet this condition.

7. Inspections 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. The permittee must record freeze/thaw and runoff dates as part of the inspection records.

**B. Records Location**

A copy of the completed and signed NOI, coverage letter from the department, SWPPP, site inspection records, and this general permit shall be kept at the site of the construction activity in a field office, trailer, 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; preferably with the individual responsible for overseeing the implementation of the SWPPP. Electronic copies of records are acceptable if the records can be accessed on-site. If the site is inactive, then the documents may be stored at a local office. Permittees should avoid using personal electronic devices for storing electronic records.

## IV. STANDARD CONDITIONS

### A. COMPLIANCE RESPONSIBILITIES BP 2014.12.08

#### 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. Proper 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.

All permit applications shall be signed by a responsible corporate officer, a general partner, or a principal executive officer or ranking elected official.

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:

- a. The authorization is made in writing by a person described above and submitted to the department; and
- b. 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 6. Signatory Requirements 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 this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

## 7. Twenty-four Hour Notice of Noncompliance Reporting

1. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally as soon as possible, but no later than twenty-four (24) hours from the time the permittee first became aware of the circumstances. The following occurrences of noncompliance shall be included in the oral report to the department at 701.328.5210:
  - a. Any lagoon cell overflow or any unanticipated bypass which exceeds any effluent limitation in the permit under 8. Bypass of Treatment Facilities;
  - b. Any upset which exceeds any effluent limitation in the permit under 9. Upset Conditions; or
  - c. Violation of any daily maximum effluent or instantaneous discharge limitation for any of the pollutants listed in the permit.
2. 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 **Part I(D) Application (Notice of Intent) Process**. 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

1. 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 under 7. Twenty-four Hour Notice of Noncompliance Reporting.
2. 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 under the 8(a). Anticipated Bypass subsection of this 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 erosion and sediment or site stabilization methods 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:

1. An upset occurred and the permittee can identify its cause(s);
2. The permitted facility was, at the time being, properly operated;
3. The permittee submitted notice of the upset as required under 7. Twenty-four Hour Notice of Noncompliance Reporting and
4. The permittee complied with any remedial measures required under 10. Duty to Mitigate.

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 or sludge use or disposal 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.

## **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. Inspection and 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 construction activity 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 Transfer/Modification request (Part I(F)) by the new party. 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, 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 Activity Not a Defense**

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.

**V. DEFINITIONS Permit Specific BP 2009.02.05**

"303(d) List" or "Section 303(d) List" means a list of North Dakota's water quality-limited waters needing total maximum daily loads or TMDLs developed to comply with section 303(d) 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](http://www.ndhealth.gov/WQ/SW/Z2_TMDL/Integrated_Reports/B_Integrated_Reports.htm).

"Act" means the Clean Water Act.

"Bankfull" means the channel is filled to the top of one or both of its banks.

"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 construction 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 one (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.

"Indian Country" means (1) All land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservations; (2) All dependent Indian communities within the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state; and (3) All Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

"Infeasible" means not technologically possible or not economically practicable and achievable in light of best industry practices.

"Immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.

"Large Construction Activity" means land disturbance of equal to or greater than five (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, equipment wash down without detergents or hazardous cleaning products, uncontaminated foundation drains, springs, surface water, lawn watering, chemical treatment of stormwater 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 SWPPP. 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.

"Permanently Ceased" means clearing and excavation within any area of your construction site that will not include permanent structures has been completed.

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

"Severe Property Damage" means substantial physical damage to property, damage to best management practices 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 construction.

"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; 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, erosion control blanket, or other material that prevents erosion from occurring. Grass seeding alone is not stabilization. Snow cover and frozen ground conditions are not considered stabilized.

"Steep Slopes" means slopes which are fifteen (15) percent or greater in grade.

"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 once 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.

"Temporarily Ceased" means clearing, grading, and excavation within any area of the site that will not include permanent structures, will not resume (i.e., the land will be idle) for a period of 14 or more calendar days, but such activities will resume in the future.

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

"Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with permit requirements 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 erosion and sediment controls or site stabilization methods, inadequate erosion and sediment controls or site stabilization methods, 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 Requirements

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

### A. Erosion and Sediment Control Practices

1. Sites using temporary (or permanent) sediment basins must meet the following requirements:
  - a. Sediment basins shall be designed for a calculated volume of runoff from a 2-year, 24-hour storm per acre drained to the basin and provides not less than 1,800 cubic feet of sediment storage below the invert of the outlet pipe from each acre drained to the basin; or
  - b. Basins shall be sized to provide 3,600 cubic feet of sediment storage below the invert of the outlet pipe per acre drained to the basin if calculations are not performed.
  - c. Basin outlets must be designed to avoid short-circuiting and the discharge of floating debris. Basins must be designed with the ability to allow complete basin drawdown for maintenance activities. Basins must release the storage volume in at least 24 hours. Outlet structures must be designed to withdraw water from the surface, unless not practicable. If not practicable, rationale must be provided in the SWPPP. The basin must have a stabilized emergency overflow to prevent failure of pond integrity. Energy dissipation must be provided for the basin outlet.
2. Erosion, sediment, and stabilization practices shall be provided. Erosion, sediment and stabilization practices include such things as: silt fences, fiber logs, vegetative buffer strips, erosion control blankets, mulch, hydro-seeding combined with mulch or tackifiers, etc.
3. All exposed soil areas must be stabilized (see definitions). Stabilization must be initiated immediately where activities have been permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days. Stabilization must be completed as soon as practicable, but no later than fourteen (14) calendar days after the initiation of soil stabilization. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) are exempt from this requirement.
  - a. For slopes with a grade of 3:1 or greater, stabilization must be initiated immediately once activities have been completed or temporarily ceased. Stabilization must be completed as soon as practicable, but no later than seven (7) calendar days after the initiation of soil stabilization.
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 linear feet from the property edge, or from the point of discharge to any surface water. Stabilization shall be completed prior to connection with a surface water. Any remaining portion of the temporary or permanent drainage ditch must be stabilized within fourteen (14) calendar days for portions which construction activities have temporarily or permanently ceased.
6. If stabilization requirements cannot be met due to circumstances beyond the control of the permittee, the permittee may comply with following:
  - a. If vegetative stabilization is to be used, immediately initiate, and within 14 calendars days complete, the installation of temporary non-vegetated stabilization; or
  - b. Complete all methods of initiating stabilization as soon as conditions or circumstances allow.

If any conditions in parts a or b above are encountered, the permittee must document the circumstances which prevented you from meeting the stabilization requirements in the SWPPP of this paragraph and provide a schedule in the SWPPP which will be followed in order to meet the stabilization requirements.

Permittees are responsible for implementing winter stabilization methods during frozen ground conditions if the site was not stabilized prior to the ground freezing.

7. Stream diversions or any temporary or permanent drainage ditch or trench, which will have continuous flow, shall be stabilized with appropriate controls prior to connection with any surface water. The entire area (channel and bank) of the stream diversion or temporary or permanent drainage ditch, or trench, must be appropriately stabilized to bankfull height.
8. While working in or around surface waters, sediment and erosion controls must be used above the anticipated level of the surface water. Floating silt curtain does not satisfy the down slope and side slope boundary requirements in Part II(C)(4)(b) of this permit, unless the construction activity is on or below the elevation of the surface water. The floating silt curtain must be placed as close to shore as possible. Sediment control must be installed where exposed soils drain to the surface water immediately after construction activity along the waterline has been completed.
9. Pipe and culvert outlets must be provided with energy dissipation within 24 hours of connection to a surface water.
10. Splash pads and/or downspout extensions must be provided for roof drains to prevent erosion from roof runoff.
11. All storm drain inlets in the immediate vicinity of the construction site must be protected by appropriate BMPs during construction until all disturbed areas and stockpiles with the potential to discharge 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.
12. Inlet protection devices are a last line of control – erosion and sediment 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 adequate drainage 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 SWPPP. In this situation, additional erosion and sediment control practices, or stabilization methods must be used to supplement the loss of the inlet protection device to prevent sediment from entering the storm sewer system.
13. Vegetated buffers must have a minimum width of 1 foot for every 5 feet of disturbed area that drains to the buffer. The width of the buffer shall have a slope of 5 percent or less and the area draining to the buffer shall have a slope of 6 percent 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 percent of the buffer. Woody vegetation shall not be counted for the 90 percent coverage. No more than 10 percent of the overall buffer may be comprised of woody vegetation.

14. A 50 foot natural buffer or equivalent erosion and sediment controls must be provided when a project is within 50 feet of a surface water and stormwater flows to the surface water. If equivalent erosion and sediment controls are used, rationale for using equivalent controls must be provided in the SWPPP.

If working within 100 feet of a surface water listed as impaired for sediment, suspended solids or turbidity, a 100 foot natural buffer or equivalent sediment and erosion controls must be provided. If equivalent erosion and sediment controls are to be used, rationale for using equivalent controls must be provided in the SWPPP.

15. If the permittee(s) intend to use chemical treatment for sediment removal, they must be used in accordance with the manufacturer's specifications. Treatment chemicals must be selected appropriately for the anticipated soil particle size and characteristics of the stormwater (pH, turbidity, flow rate of stormwater flowing into the chemical treatment system, etc.). A description of the chemical treatment process must be included in the SWPPP.

a. To ensure selection and management of chemicals minimize the potential for harmful effects in the discharge, the permittee shall provide a written request to the department for review and approval. Additional monitoring and reporting may be required as a condition for the approval to discharge.

A request to discharge chemically treated water shall include all of the following information and be provided sixty (60) days prior to use:

- i. Material Safety Data Sheet/Safety Data Sheet (MSDS/SDS);
  - ii. Proposed water additive discharge concentration;
  - iii. Discharge frequency (i.e., number of hours per day and number of days per year);
  - iv. Monitoring point for product discharge;
  - v. Type of removal treatment, if any, that the water additive receives prior to discharge;
  - vi. Product function (e.g., coagulant, flocculant, etc.);
  - vii. A 48-hour LC<sub>50</sub> or EC<sub>50</sub> for a North American freshwater planktonic crustacean (*Ceriodaphnia* sp., *Daphnia* sp., or *Simocephalus* sp.); and
  - viii. Results for a toxicity test for one other North American freshwater aquatic species (other than a planktonic crustacean).
- b. Discharges from the chemical treatment of stormwater must not cause a violation of the standards of quality for waters of the state (N.D.A.C. § 33-16-02.1). The discharge must meet the dewatering or basin draining requirements provided in Part II(C)(3)(g) of this permit.

16. Minimize the duration of exposed soils on steep slopes.

#### **B. Maintenance Requirements 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, maintained or supplemented with functional BMPs. If a nonfunctioning BMP is supplemented, the nonfunctional BMP shall be removed. Corrective actions must be made prior to the next anticipated rainfall event or within 24 hours of discovery (whichever comes first), or as soon as field conditions allow access. Documentation must be provided in the maintenance records if field conditions do not allow access along with a plan of action for performing maintenance activities.

Permittee(s) must investigate and comply with the following inspection and maintenance requirements:

- a. All control devices similar to, and including, silt fence or fiber rolls must be repaired, replaced, maintained or supplemented when they become nonfunctional (torn from posts, visible tears, etc.). Collected sediment must be removed as it approaches 1/2 of the above ground capacity of the control device.
- b. Fiber rolls must be replaced when 1/2 of the original above ground height of the device when it was installed has been lost as a result of flattening or other damage.

- c. 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. Documentation must be provided in the maintenance records if field conditions do not allow access along with a plan of action for performing maintenance activities.
  - d. Maintenance and cleaning of inlet protection devices must be performed when sediment accumulates, the filter becomes clogged, and/or performance is compromised.
2. Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of sediment deposited by erosion. Permittees must remove all deltas and sediment deposits in surface waters, drainage ways, catch basins, and other drainage systems. Areas where sediment removal results in exposed soil must be stabilized. Removal and stabilization must take place immediately, but no more than, seven (7) calendar days after the discovery unless precluded by legal, regulatory or physical access constraints. Permittees 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. Permittees are responsible for contacting all local, regional, state, and federal authorities, and receiving any applicable permits prior to conducting any work.
  3. 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. Permittees are 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.

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

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 event 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 within 24 hours of discovery, or as soon as conditions allow access. Documentation must be provided in the maintenance records if field conditions do not allow access along with a plan of action for performing maintenance activities.

### **C. Operational Controls**

1. Properly handle construction debris and waste materials.
  - a. Debris and waste must be handled appropriately until disposal. Litter and debris shall be collected and stored to reduce the potential for wind and water to carry the materials off-site or leachate discharging from a site. Collected material shall be taken to the appropriate facility for disposal or recycling.
  - b. 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 liquid or soluble material must be in compliance with applicable regulations.

2. Wash water containments must be cleaned out (solids and liquid) before 80 percent of storage capacity is attained.
3. Best management practices used in surface waters must be cleaned immediately upon removal from surface waters to prevent the transfer of aquatic nuisance species.



# North Dakota Department of Transportation

Grant Levi, P.E.  
Director

Jack Dalrymple  
Governor

October 6, 2015

NuStar Pipeline Operating Partnership L.P.  
Attention: Steve Roane  
PO Box 12506  
Beaumont, TX 77726

RE: Utility Permits 81678

Enclosed is your Permit No. 81678 issued for a fee of \$100.00. Payment of \$100.00 has been received.

Thank you.

A handwritten signature in blue ink that reads "Kathy Lockwood".

Kathy Lockwood, Administrative Assistant, Fargo

KL

**UTILITY OCCUPANCY APPLICATION AND PERMIT**

North Dakota Department of Transportation, Design Division  
SFN 7995 (Rev. 11-2012)

|                              |                      |                            |
|------------------------------|----------------------|----------------------------|
| Document Number <b>28-15</b> | (FOR STATE USE ONLY) | Permit Number <b>81678</b> |
|------------------------------|----------------------|----------------------------|

**APPLICANT INFORMATION**

|   |                     |  |                   |
|---|---------------------|--|-------------------|
| Prepared Company Name<br>NuStar Pipeline Operating Partnership L.P. |                     | Prepared by<br>Steve Roane, <a href="mailto:steve@smithcorp.org">steve@smithcorp.org</a> |                   |
| Owner of Facility<br>NuStar Pipeline Operating Partnership L.P.     | City<br>San Antonio | State<br>TX  | Zip Code<br>78257 |
| Mailing Address<br>19003 IH-10 West                                 |                     | Telephone Number<br>(210) 918-2073   |                   |
| Owner's Agent<br>Steve Roane, PO Box 12506                          | City<br>Beaumont    | State<br>TX  | Zip Code<br>77726 |
| Telephone Number<br>(409) 651-0290                                  |                     |  |                   |
| Owner's Contractor<br>TBD   | City<br>TBD         | State  | Telephone Number  |

**TYPE OF FACILITY (Complete appropriate spaces only.)**

|   |                                 |                           |
|---|---------------------------------|---------------------------|
| Description of Proposed Facility<br><u>Installation of an 8" nominal diameter, steel, petroleum products pipeline</u> |                                 |                           |
| Size of Facility<br>8" nominal diameter   | Number of Cables<br>NA          | Length of Down Guys<br>NA |
| Pipeline Pressure<br>1480 MAOP  | Size of Casing<br>NA            | Length of Casing<br>NA    |
| Location of Pole(s)<br>NA   | Location of Appurtenances<br>NA | Location - Others<br>NA   |

**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/SEA 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.
- (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 September 30, 20 16

|  |  |
|--|--|
| Company Name<br>NuStar Pipeline Operating Partnership L.P. | Owner's Name (Please Print)<br>NuStar Pipeline Operating Partnership L.P.<br>By and through its general partner, NuStar Pipeline Company LLC |
|--|--|

September 4, 2015

DATE

Carrin Koch - Vice President

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 14 day of September, 20 15.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Troy Gilbertson

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point 340.98 End Ref. Point Crossing

Highway No. I-94  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin MP340.98 feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End MP340.98 feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or 0.25 miles from junction highway CR15

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

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

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

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

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

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

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

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  W from city of \_\_\_\_\_ or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

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

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

N  S  E  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.

**NOTICE:** The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

**INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.

Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final cleanup of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.

The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.

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

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

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

The diameter of the hole for bored or jacked installations shall not exceed by more than one (1) inch the outside diameter of the facility. Oversized bores, over-breaks, and unused holes shall be backfilled with grout.

The Department of Transportation shall be notified in advance of any proposed change in the type of transmittant carried by the pipeline, or any increase in the maximum working pressure specified in the application for the permit.

Excavated material shall not be placed on the through-traffic lanes, shoulders, or in-slopes of the highway. Any unused excavated material shall be removed from the right of way or deposited on the right of way at a location approved by the Department of Transportation.

Vehicles and other equipment shall not be parked on the through-traffic lanes or shoulders of the highway during the installation. A flag person shall be provided to warn highway traffic whenever work equipment is moved into, or out of, the highway median.

The highway access control fence may be temporarily relocated during installation of said facility. The fence shall be replaced in its existing location and restored to its original condition or better.

Access for construction and maintenance of said facilities on highway right of way within the control of access lines shall be via: (a) a service road, (b) a nearby public road or street, or (c) a trail along the highway right of way which connects to a gate in the access control fence, or to a crossroad, from which entry may be made to the outer portion of the highway right of way.

Vehicles and other work equipment shall not use the through-traffic roadways or ramps of the highway for maintenance of said facilities located on or across highway right of way, except that in extreme

emergencies involving danger to life or property, the through-traffic roadways and ramps may be used by utility vehicles and other work equipment to approach the facilities endangering life or property provided (a) that prior consent to do so is obtained from the Department of Transportation or the State Highway Patrol and (b) that the utility complies with requirements specified by the Department of Transportation or the State Highway Patrol for the safety and protection of highway users.

The Recipient shall obtain prior consent from the Department of Transportation before entering upon highway right of way for maintenance of said facilities and shall comply with conditions specified by the Department of Transportation for the safety and protection of highway users. Such consent shall be obtained from the District Engineer of the Department of Transportation at Fargo, North Dakota.

The pipeline shall be encased and installed under surfaced sections of the highway by boring or jacking the casing pipe through the roadbeds between the clear zone limits. Wet boring or jetting of the pipe under the roadways is not permissible.

The casing pipe shall be continuous and shall extend a minimum of two (2) feet beyond the clear zone or two (2) feet beyond the toes of outer in-slopes of the highway, whichever is further from the highway center line. The casing pipe shall be adequately sealed at both ends with suitable material that will prevent the formation of a waterway.

A vent pipe shall be installed on the casing pipe. The vent pipe shall be not less than two inches in diameter and shall project through the ground surface outside the access control fence. The vent pipe shall extend not less than three feet above the ground surface.

The location of the pipeline crossing shall be indicated by a line marker installed on each side of the crossing just outside the access control fence. An identification sign shall be attached to one of the marker posts showing the name, address, and telephone number of the Recipient.

VMD

**Risk Management Appendix**

**Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):**

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** -- minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

NuStar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
San Antonio, TX 78257

Dear Permitte:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

---

**UTILITY OCCUPANCY APPLICATION AND PERMIT #**

**UTILITY COMPANY NAME/PERMITTE NAME;** states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date October 2, 2015

Ron Walton, VP-Risk Management  
Type or Print Name & Title

  
Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |                       |
|--|--|--|-----------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>500 Dallas St, Suite 1500<br>Houston, TX 77002<br>Attn: Julie Kosik<br><br>937972-basic-15/16 | <b>CONTACT NAME:</b><br>PHONE (A/C, No. Ext):<br>E-MAIL ADDRESS: |  | <b>FAX (A/C, No):</b> |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                             |  | <b>NAIC #</b>         |
| <b>INSURED</b><br>NuStar Pipeline Operating Partnership LP<br>19003 IH 10 West<br>San Antonio, TX 78278                            | <b>INSURER A:</b> Zurich American Insurance Company              |  | 16535                 |
|  | <b>INSURER B:</b> American Zurich Insurance Company              |  | 40142                 |
|  | <b>INSURER C:</b>  |  |                       |
|  | <b>INSURER D:</b>  |  |                       |
|  | <b>INSURER E:</b>  |  |                       |
| <b>INSURER F:</b>  |  |  |                       |

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002695996-03                      **REVISION NUMBER:** 6

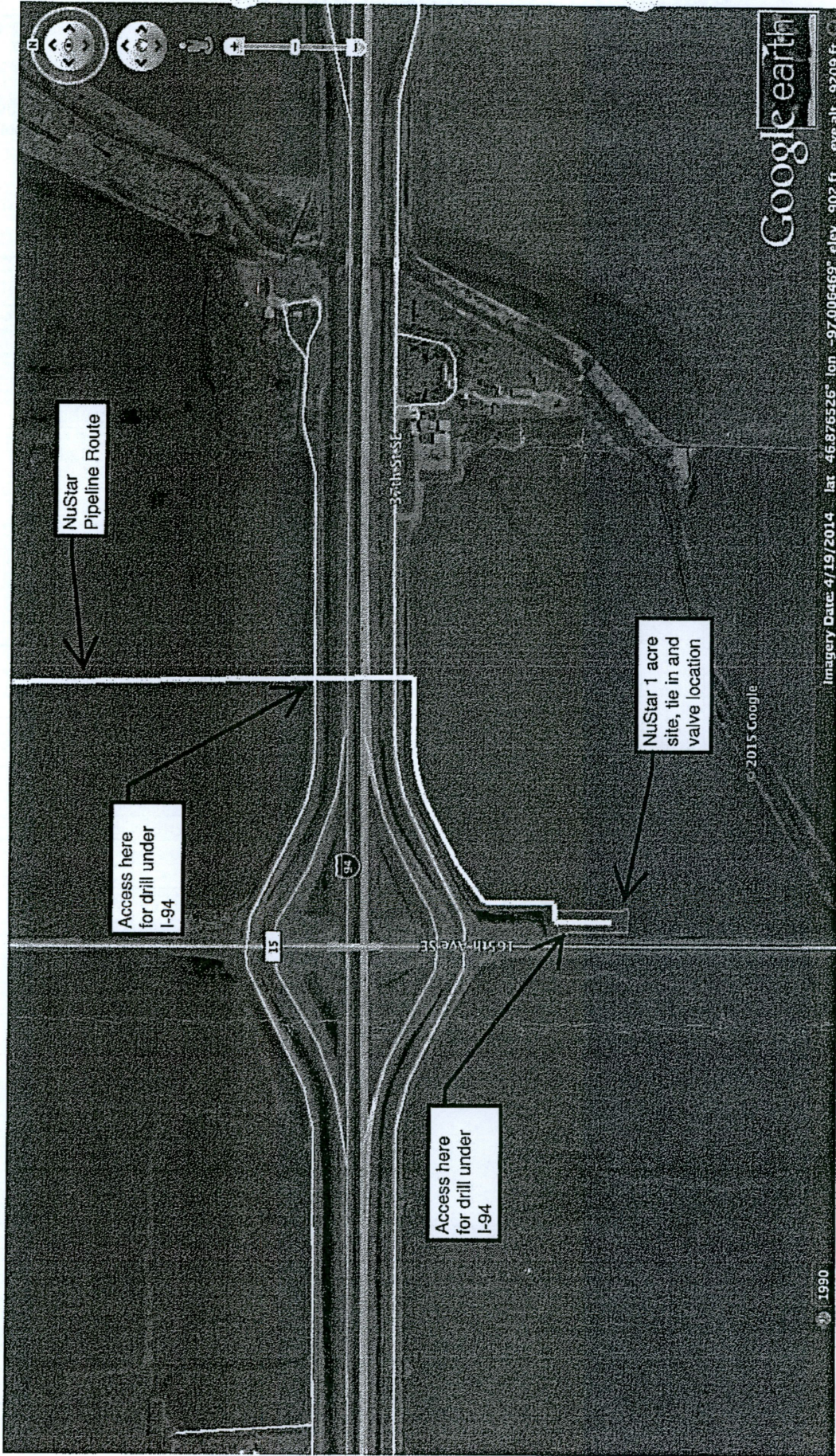
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Marine Terminal Operators Liab<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL 6724286-05       | 09/01/2015              | 09/01/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ EXCLUDED<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |           |          | BAP 6724287-05      | 09/01/2015              | 09/01/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$      RETENTION \$  |           |          |                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | WC 6724283-05 (AOS) | 09/01/2015              | 09/01/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
North Dakota Department of Transportation is included as additional insured, except for Workers' Compensation, where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>North Dakota Department of Transportation<br>608 East Boulevard Avenue<br>Bismarck, ND 58505-0700 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>of Marsh USA Inc.<br><br>Keith Wright   |

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NuStar Pipeline Route

Access here for drill under I-94

Access here for drill under I-94

NuStar 1 acre site, tie in and valve location

Google earth

© 2015 Google

Imagery Date: 4/19/2014 lat: 46.876526° lon: -97.006469° elev: 902 ft eye alt: 9209 ft

|                                   |                   |  |
|-----------------------------------|-------------------|--|
| Project<br>NuStar Laurel 8"       |                   |  |
| Location<br>I-94 HDD Cass Co., ND | Date<br>8/25/2015 |  |

## HDD - Pull Force and Installation Stress Analysis

### PIPE AND PROFILE DATA:

|  |        |
|--|--------|
| Pipe Outside Diameter [in.]            | 8.63   |
| Pipe Wall Thickness [in.]              | 0.322  |
| Specified Minimum Yield Strength [psi] | 42,000 |
| Young's Modulus for Steel [ksij]       | 30,000 |
| Poisson's Ratio for Steel              | 0.30   |
| Mud Weight [lbs/ft³]                   | 89.8   |
| Soil Friction Coefficient              | 0.30   |
| Fluid Drag Coefficient [psi]           | 0.05   |
| Water Density [lbs/ft³]                | 62.40  |
| Pipe Filled with Water:                | No     |

### Straight Section "A - B" Downslope:

|                          |      |
|--------------------------|------|
| Measured Length [ft]     | 28.3 |
| Angle of Inclination [°] | 10   |

### Curved Section "B - C" Downslope:

|                                      |       |
|--------------------------------------|-------|
| Measured Length [ft]                 | 137.1 |
| Half of the Angle of Inclination [°] | 5     |
| Radius of Curvature [ft]             | 800   |

### Straight Section "C - D":

|                      |       |
|----------------------|-------|
| Measured Length [ft] | 352.8 |
|----------------------|-------|

### Curved Section "D - E" Upslope:

|                                      |       |
|--------------------------------------|-------|
| Measured Length [ft]                 | 136.1 |
| Half of the Angle of Inclination [°] | 5     |
| Radius of Curvature [ft]             | 800   |

### Straight Section "E - F" Upslope:

|                          |    |
|--------------------------|----|
| Measured Length [ft]     | 29 |
| Angle of Inclination [°] | 10 |

Notes:

Reference: "Installation of Pipelines by Horizontal Directional Drilling", PRCI Report PR-227-9424

### RESULTS OF CALCULATION:

|                                   |               |
|-----------------------------------|---------------|
| Pipe Weight in Air [lbs/ft]       | 28.57         |
| Pipe Exterior Volume [ft³/ft]     | 0.41          |
| Pipe Interior Volume [ft³/ft]     | 0.35          |
| Weight of Water [lbs/ft]          | 0.00          |
| Displaced Mud Weight [lbs/ft]     | 36.48         |
| Effective Weight of Pipe [lbs/ft] | -7.907        |
| <b>Total Pull Force [lbs]</b>     | <b>14,832</b> |

|                               |             |                  |
|-------------------------------|-------------|------------------|
| Prepared By Robert Stever, PE | Approved By | Revision: 10.0.0 |
|-------------------------------|-------------|------------------|

|                                   |                   |  |
|-----------------------------------|-------------------|--|
| Project<br>NuStar Laurel 8"       |                   |  |
| Location<br>I-94 HDD Cass Co., ND | Date<br>8/25/2015 |  |

## HDD - Installation Stress Analysis

| Point: "B"                                  | This Project | Allowable | PASS/FAIL |
|---|--------------|-----------|-----------|
| Tensile Stress [psi]                        | 67           | 37,800    | Pass      |
| Bending Stress [psi]                        | 0            | 31,500    | Pass      |
| External Hoop Stress [psi]                  | 41           | 17,010    | Pass      |
| Unity Check: Tensile & Bending Stress       | 0.00         | 1.00      | Pass      |
| Unity Check: Tensile, Bending & Hoop Stress | 0.00         | 1.00      | Pass      |
| Point: "C"                                  | This Project | Allowable | PASS/FAIL |
| Tensile Stress [psi]                        | 470          | 37,800    | Pass      |
| Bending Stress [psi]                        | 13,484       | 31,500    | Pass      |
| External Hoop Stress [psi]                  | 143          | 17,010    | Pass      |
| Unity Check: Tensile & Bending Stress       | 0.44         | 1.00      | Pass      |
| Unity Check: Tensile, Bending & Hoop Stress | 0.17         | 1.00      | Pass      |
| Point: "D"                                  | This Project | Allowable | PASS/FAIL |
| Tensile Stress [psi]                        | 1,252        | 37,800    | Pass      |
| Bending Stress [psi]                        | 0            | 31,500    | Pass      |
| External Hoop Stress [psi]                  | 143          | 17,010    | Pass      |
| Unity Check: Tensile & Bending Stress       | 0.03         | 1.00      | Pass      |
| Unity Check: Tensile, Bending & Hoop Stress | 0.00         | 1.00      | Pass      |
| Point: "E"                                  | This Project | Allowable | PASS/FAIL |
| Tensile Stress [psi]                        | 1,705        | 37,800    | Pass      |
| Bending Stress [psi]                        | 13,484       | 31,500    | Pass      |
| External Hoop Stress [psi]                  | 41           | 17,010    | Pass      |
| Unity Check: Tensile & Bending Stress       | 0.47         | 1.00      | Pass      |
| Unity Check: Tensile, Bending & Hoop Stress | 0.20         | 1.00      | Pass      |
| Point: "F"                                  | This Project | Allowable | PASS/FAIL |
| Tensile Stress [psi]                        | 1,765        | 37,800    | Pass      |
| Bending Stress [psi]                        | 0            | 31,500    | Pass      |
| External Hoop Stress [psi] [psi]            | 0            | 17,010    | Pass      |
| Unity Check: Tensile & Bending Stress       | 0.05         | 1.00      | Pass      |
| Unity Check: Tensile, Bending & Hoop Stress | 0.00         | 1.00      | Pass      |

Notes:

Reference: "Installation of Pipelines by Horizontal Directional Drilling", PRCI Report PR-227-9424

Prepared By Robert Stever, PE

Approved By

Revision: 10.0.0

|                                   |                   |  |
|-----------------------------------|-------------------|--|
| Project<br>NuStar Laurel 8"       |                   |  |
| Location<br>I-94 HDD Cass Co., ND | Date<br>8/25/2015 |  |

## Installation of Pipelines by HDD - Operating Stress Analysis

### PIPE AND OPERATIONAL DATA:

|  |           |
|--|-----------|
| Young's Modulus for Steel [ksi]              | 30000     |
| Poisson's Ratio for Steel                    | 0.3       |
| Coefficient of Thermal Expansion [per°F]     | 0.0000065 |
| Operating Pressure [psig]                    | 1480      |
| Pipe Outside Diameter [in.]                  | 8.63      |
| Pipe Wall Thickness [in.]                    | 0.322     |
| Specified Minimum Yield Strength [psi]       | 42,000    |
| Installation Temperature [°F]                | 40        |
| Operating Temperature [°F]                   | 70        |
| Depth of the Pipe at Horizontal Section [ft] | 20        |
| Groundwater Table below Datum [ft]           | 10        |
| Shortest Radius of Curvature [ft]            | 800       |

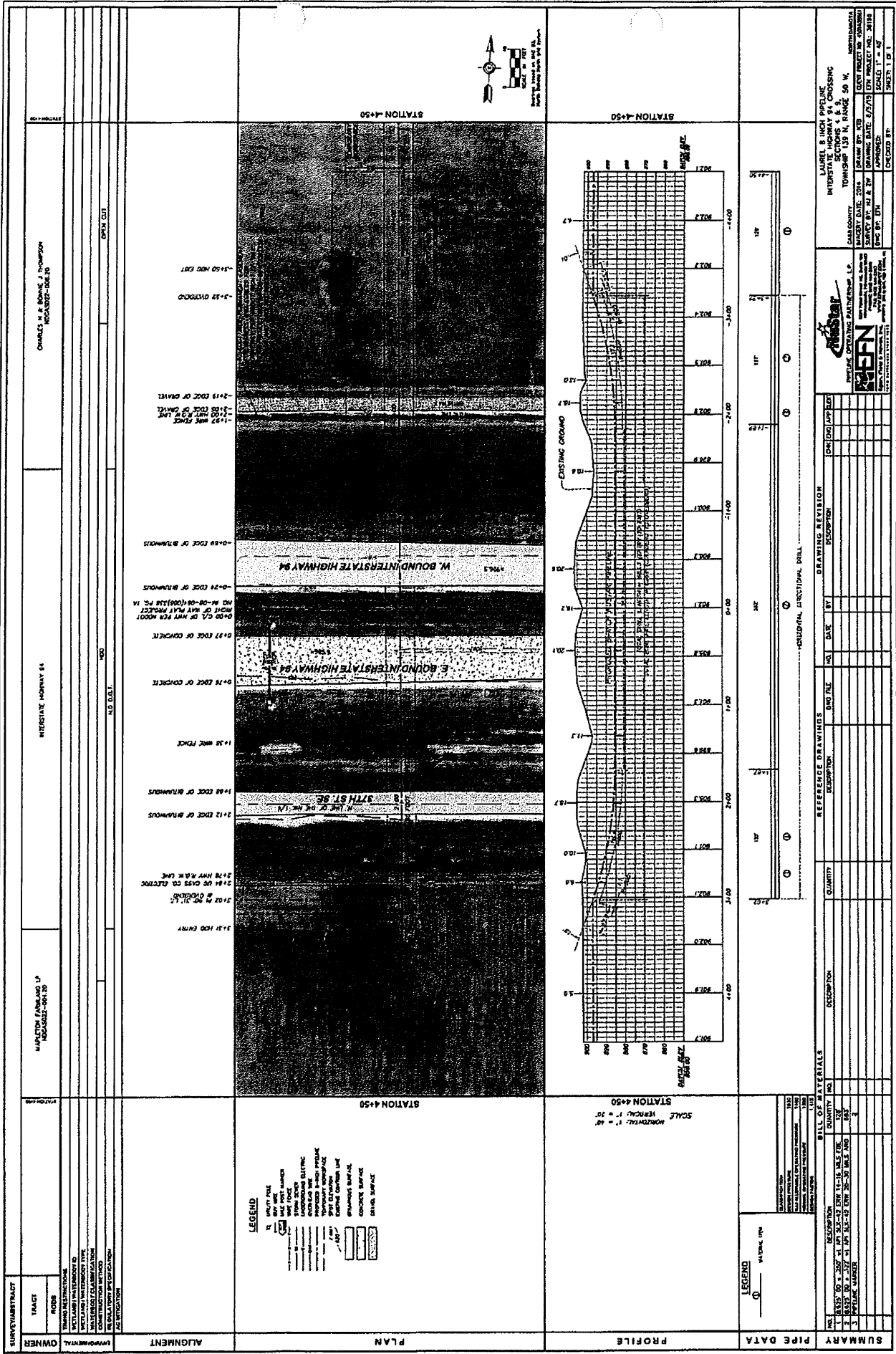
### RESULTS OF CALCULATION:

|  |         |
|--|---------|
| Bending Stress [psi]                         | 13,484  |
| Hoop Stress [psi]                            | 19,775  |
| Thermal Stress [psi]                         | -5,850  |
| Total Longitudinal Compressive Stress [psi]  | -13,402 |
| Maximum Shear Stress [psi]                   | 16,588  |
| Maximum Allowable Shear Stress (45% of SMYS) | 18,900  |
| Operating Conditions: <b>ACCEPTABLE</b>      |         |

Notes:

Reference: "Installation of Pipelines by Horizontal Directional Drilling", PRCI Report PR-227-9424

|                               |             |                  |
|-------------------------------|-------------|------------------|
| Prepared By Robert Stever, PE | Approved By | Revision: 10.0.0 |
|-------------------------------|-------------|------------------|



| NO. | DESCRIPTION   | QUANTITY | DISPOSITION |
|-----|---------------|----------|-------------|
| 1   | PIPE          | 1000     | AS SHOWN    |
| 2   | MANHOLE       | 1        | AS SHOWN    |
| 3   | VALVE         | 1        | AS SHOWN    |
| 4   | FLANGE        | 1        | AS SHOWN    |
| 5   | PIPE WELDS    | 1000     | AS SHOWN    |
| 6   | PIPE FITTINGS | 1000     | AS SHOWN    |
| 7   | PIPE COUPLERS | 1000     | AS SHOWN    |
| 8   | PIPE END CAPS | 1000     | AS SHOWN    |
| 9   | PIPE BRACKET  | 1000     | AS SHOWN    |
| 10  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 11  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 12  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 13  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 14  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 15  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 16  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 17  | PIPE END CAPS | 1000     | AS SHOWN    |
| 18  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 19  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 20  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 21  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 22  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 23  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 24  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 25  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 26  | PIPE END CAPS | 1000     | AS SHOWN    |
| 27  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 28  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 29  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 30  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 31  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 32  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 33  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 34  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 35  | PIPE END CAPS | 1000     | AS SHOWN    |
| 36  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 37  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 38  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 39  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 40  | PIPE BRACKETS | 1000     | AS SHOWN    |
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| 42  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 43  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 44  | PIPE END CAPS | 1000     | AS SHOWN    |
| 45  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 46  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 47  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 48  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 49  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 50  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 51  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 52  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 53  | PIPE END CAPS | 1000     | AS SHOWN    |
| 54  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 55  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 56  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 57  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 58  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 59  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 60  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 61  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 62  | PIPE END CAPS | 1000     | AS SHOWN    |
| 63  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 64  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 65  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 66  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 67  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 68  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 69  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 70  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 71  | PIPE END CAPS | 1000     | AS SHOWN    |
| 72  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 73  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 74  | PIPE SUPPORTS | 1000     | AS SHOWN    |
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| 78  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 79  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 80  | PIPE END CAPS | 1000     | AS SHOWN    |
| 81  | PIPE BRACKET  | 1000     | AS SHOWN    |
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| 83  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 84  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 85  | PIPE BRACKETS | 1000     | AS SHOWN    |
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| 87  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 88  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 89  | PIPE END CAPS | 1000     | AS SHOWN    |
| 90  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 91  | PIPE HANGERS  | 1000     | AS SHOWN    |
| 92  | PIPE SUPPORTS | 1000     | AS SHOWN    |
| 93  | PIPE ANCHORS  | 1000     | AS SHOWN    |
| 94  | PIPE BRACKETS | 1000     | AS SHOWN    |
| 95  | PIPE CLAMPS   | 1000     | AS SHOWN    |
| 96  | PIPE COLLARS  | 1000     | AS SHOWN    |
| 97  | PIPE COUPLERS | 1000     | AS SHOWN    |
| 98  | PIPE END CAPS | 1000     | AS SHOWN    |
| 99  | PIPE BRACKET  | 1000     | AS SHOWN    |
| 100 | PIPE HANGERS  | 1000     | AS SHOWN    |

LAUREL 8 INCH PIPELINE CROSSING SECTIONS 4 & 5, CROSSING TOWNSHIP 139 N, RANGE 56 W, COUNTY: NORTH DAKOTA  
 PROJECT NO. 139-56-001  
 DRAWING DATE: 5/27/11  
 DRAWING BY: JH & JH  
 CHECKED BY: JH  
 SCALE: 1" = 40'



| NO. | DESCRIPTION             | DATE    | BY | REVISION |
|-----|-------------------------|---------|----|----------|
| 1   | ISSUED FOR PERMITS      | 5/27/11 | JH | 1        |
| 2   | ISSUED FOR CONSTRUCTION | 5/27/11 | JH | 2        |
| 3   | ISSUED FOR RECORD       | 5/27/11 | JH | 3        |

| NO. | DESCRIPTION             | DATE    | BY | REVISION |
|-----|-------------------------|---------|----|----------|
| 1   | ISSUED FOR PERMITS      | 5/27/11 | JH | 1        |
| 2   | ISSUED FOR CONSTRUCTION | 5/27/11 | JH | 2        |
| 3   | ISSUED FOR RECORD       | 5/27/11 | JH | 3        |

| NO. | DESCRIPTION             | DATE    | BY | REVISION |
|-----|-------------------------|---------|----|----------|
| 1   | ISSUED FOR PERMITS      | 5/27/11 | JH | 1        |
| 2   | ISSUED FOR CONSTRUCTION | 5/27/11 | JH | 2        |
| 3   | ISSUED FOR RECORD       | 5/27/11 | JH | 3        |

| NO. | DESCRIPTION             | DATE    | BY | REVISION |
|-----|-------------------------|---------|----|----------|
| 1   | ISSUED FOR PERMITS      | 5/27/11 | JH | 1        |
| 2   | ISSUED FOR CONSTRUCTION | 5/27/11 | JH | 2        |
| 3   | ISSUED FOR RECORD       | 5/27/11 | JH | 3        |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                |
|--|--|--------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>500 Dallas St, Suite 1500<br>Houston, TX 77002<br>Attn: Julie Kosik | <b>CONTACT NAME:</b><br>_____                        |                                |
|  | <b>PHONE (A/C, No, Ext):</b><br>_____                | <b>FAX (A/C, No):</b><br>_____ |
| <b>E-MAIL ADDRESS:</b><br>_____  |  |                                |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>                  |
| <b>937972--basic-14/15</b>   | <b>INSURER A :</b> Zurich American Insurance Company | 16535                          |
| <b>INSURED</b><br>NuStar Pipeline Operating Partnership LP<br>19003 IH 10 West<br>San Antonio, TX 78278  | <b>INSURER B :</b> American Zurich Insurance Company | 40142                          |
| <b>INSURER C :</b> _____   |  |                                |
| <b>INSURER D :</b> _____   |  |                                |
| <b>INSURER E :</b> _____   |  |                                |
| <b>INSURER F :</b> _____   |  |                                |

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002695996-01                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Marine Terminal Operators Liab<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |           |          | GL 6724286-04       | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE \$ 250,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ EXCLUDED<br>PERSONAL & ADV INJURY \$ 250,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>_____ \$ _____ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |           |          | BAP 6724287-04      | 09/01/2014              | 09/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____<br>_____ \$ _____   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED _____ RETENTION \$ _____   |           |          |                     |                         |                         | EACH OCCURRENCE \$ _____<br>AGGREGATE \$ _____<br>_____ \$ _____  |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N | WC 6724283-04 (AOS) | 09/01/2014              | 09/01/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 North Dakota Department of Transportation is included as additional insured, except for Workers' Compensation, where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>North Dakota Department of Transportation<br>608 East Boulevard Avenue<br>Bismarck, ND 58505-0700 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Keith Wright <i>Keith Wright</i> |
|--|---|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                                      |                               |
|--|--------------------------------------|-------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>500 Dallas St, Suite 1500<br>Houston, TX 77002<br>Attn: Julie Kosik<br><br>937972-basic-14/15 | <b>CONTACT NAME:</b><br>_____        |                               |
|  | <b>PHONE (A/C No, Ext):</b><br>_____ | <b>FAX (A/C No):</b><br>_____ |
| <b>E-MAIL ADDRESS:</b><br>_____  |                                      |                               |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      | <b>NAIC #</b>                 |
| <b>INSURER A:</b> Zurich American Insurance Company  |                                      | 16535                         |
| <b>INSURER B:</b> American Zurich Insurance Company  |                                      | 40142                         |
| <b>INSURER C:</b>  |                                      |                               |
| <b>INSURER D:</b>  |                                      |                               |
| <b>INSURER E:</b>  |                                      |                               |
| <b>INSURER F:</b>  |                                      |                               |

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002695996-01                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Marine Terminal Operators Liab<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |           |          | GL 6724286-04       | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE \$ 250,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ EXCLUDED<br>PERSONAL & ADV INJURY \$ 250,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          | BAP 6724287-04      | 09/01/2014              | 09/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WC 6724283-04 (AOS) | 09/01/2014              | 09/01/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
North Dakota Department of Transportation is included as additional insured, except for Workers' Compensation, where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>North Dakota Department of Transportation<br>608 East Boulevard Avenue<br>Bismarck, ND 58505-0700 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Keith Wright |
|--|---|

**CASS COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMIT**

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

Applicants Name

Company

THE APPLICANT is hereby granted permission to install and maintain the following described facilities on highway right of way, as shown on the plans attached hereto and made a part hereof:

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

- 1) Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas reseeded and restored to original conditions. The area will be maintained by the applicant or a period of one (1) year from the date of completion.
- 2) The utility shall be placed at a minimum depth of 42 inches below the ditch elevation within 100 feet of the centerline of the road.
- 3) The utility shall be placed under all County roads by means of pipe, pushed at a minimum depth of 42 inches under the road surface.
- 4) Marker posts shall be installed on all crossings on the right of way line or farther from the centerline of the road.

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- 5) Applicant shall, upon installation and restoration, call the Cass County Highway Department for inspection.

Applicant hereby agrees to the above terms and conditions and when this application is signed by both the applicant and the County, it shall become a permit to do the work herein described.

Highway 15 (165<sup>th</sup> Ave. SE)

Raymond, SW ¼ Sec 28 & E ½ Sec 29

County Highway Number

Township/Section(s)

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

*Chris Hook*

Applicant Signature

*Vice President*

*12/16/2015*

Date

*[Signature]*

Authorized Highway Department Signature

*1/7/16*

Date Approved

APPROVED  
LEGAL  
*[Signature]*

# CASS COUNTY HIGHWAY DEPARTMENT UTILITY PERMIT

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

Applicants Name

Company

THE APPLICANT is hereby granted permission to install and maintain the following described facilities on highway right of way, as shown on the plans attached hereto and made a part hereof:

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

- 1) Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas reseeded and restored to original conditions. The area will be maintained by the applicant or a period of one (1) year from the date of completion.
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Highway 15 (165<sup>th</sup> Ave. SE)

Raymond, NE ¼ Sec 32 & NW ¼ Sec 33

County Highway Number

Township/Section(s)

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

*[Handwritten Signature]*  
Applicant Signature Vice-President

12/18/2015  
Date

*[Handwritten Signature]*  
Authorized Highway Department Signature

1/7/16  
Date Approved

APPROVED  
LEGAL  
*[Handwritten Signature]*

**CASS COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMIT**

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

Applicants Name

Company

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Highway 13 (166<sup>th</sup> Ave. SE)

Raymond, NW ¼ Sec 22 & NE ¼ Sec 21

County Highway Number

Township/Section(s)

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

*Cheryl Hoch*  
Applicant Signature *Vice-President*

*12/18/2015*  
Date

*[Signature]*  
Authorized Highway Department Signature

*1/7/16*  
Date Approved

APPROVED  
LEGAL  
*[Signature]*

**CASS COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMIT**

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

---

Applicants Name

Company

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Highway 13 (166<sup>th</sup> Ave. SE)

Raymond, NE ¼ Sec 16 & NW ¼ Sec 15

County Highway Number

Township/Section(s)

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

---

Colin Hock  
Applicant Signature Vice-President

12/18/2015  
Date

[Signature]  
Authorized Highway Department Signature

1/7/16  
Date Approved

APPROVED  
LEGAL  
[Signature]

## CASS COUNTY HIGHWAY DEPARTMENT UTILITY PERMIT

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

Applicants Name

Company

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Highway 10 (36<sup>th</sup> St. SE)

Mapleton & Raymond, SW ¼ Sec 33 & NW ¼ Sec 4  
Township/Section(s)

County Highway Number

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

Applicant Signature - Vice President

*Caren Deen*

Date

1/11/2016

Authorized Highway Department Signature

Date Approved

*[Signature]* 1/12/16

APPROVED  
LEGAL  
*[Signature]*

**CASS COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMIT**

NuStar Pipeline Operating Partnership L.P., 19003 IH-10 West, San Antonio, TX 78257

Applicants Name

Company

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Highway 20 (33<sup>rd</sup> St. SE)

Raymond, SW ¼ Sec 15 & NW ¼ Sec 22

County Highway Number

Township/Section(s)

Carin Hoch, Vice President, NuStar Pipeline Operating Partnership L.P.

By and through its general partner, NuStar Pipeline Company LLC

Carin Wood  
Applicant Signature Vice-President


12/18/2015  
Date

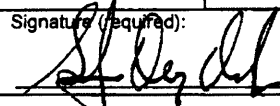
[Signature]  
Authorized Highway Department Signature

1/7/16  
Date Approved

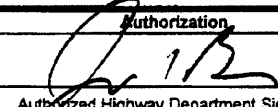
APPROVED  
LEGAL  
[Signature]

|   |  |
|---|--|
| <b>CASS COUNTY HIGHWAY DEPARTMENT<br/>HIGHWAY ACCESS PERMIT APPLICATION</b> | Cass County application acceptance date: |
|---|--|

|                             |  |   |
|-----------------------------|--|---|
| <b>Instructions:</b>        | <ul style="list-style-type: none"> <li>- Complete this form (some questions may not apply to you) and attach all necessary documents and submit to the Cass County Highway Department</li> <li>- Submit an application for each access affected</li> <li>- If you have any questions contact the Cass County Highway Department</li> <li>- For additional information visit the Highway Departments website at: <a href="http://www.casscountygov.com/departments/highway/">http://www.casscountygov.com/departments/highway/</a></li> </ul> |  |
| <b>Please print or Type</b> |  |   |

|  |                         |  |   |
|--|-------------------------|--|---|
| 1) Property Owner (Applicant)<br>NuStar Pipeline Operating Partnership L.P.  |                         | 2) Agent for applicant (if different from property owner)<br>Stefan Olafson  |   |
| Street Address<br>19003 IH-10 West   |                         | Mailing Address<br>3350 38th Ave. South  |   |
| City, State & Zip<br>San Antonio, TX 78257   | Phone #<br>210/918-2000 | City, State & Zip<br>Fargo, SD 58104   | Phone #<br>701/280-8628   |
| Email Address<br>Matt.McGee@nustarenergy.com   |                         | Email Address<br>Oly.Olafson@ulteig.com  |   |
| 3) Address of property to be served by permit (if applicable)<br>1,050 feet south of the centerline of IH-94/US 52 on the east side of County Hwy 15   |                         |  |   |
| 4) Legal description of property (required)  |                         |  |   |
| city   | subdivision             | block  | lot<br>NW 1/4 of 9  |
|  |                         |  | section<br>139N   |
|  |                         |  | township<br>R50W  |
| 5) What County Highway are you requesting access from?<br>County Highway 15  |                         | 6) What side of the highway?<br><input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W |   |
| 7) What is the approximate date you intend to begin construction/or use of the access?<br>Between April 15 & July 15, 2016   |                         |  |   |
| 8) Type of permit requested: To access fields and pipeline right of way and appurtenances  |                         |  |   |
| <input checked="" type="checkbox"/> new permanent access <input type="checkbox"/> temporary access (duration anticipated: ) <input type="checkbox"/> improve existing approach<br><input type="checkbox"/> field access <input type="checkbox"/> change in land use or land use density <input type="checkbox"/> removed existing approach                                   |                         |  |   |
| 9) Current land use of property:<br><input checked="" type="checkbox"/> agricultural <input type="checkbox"/> business <input checked="" type="checkbox"/> other: Pipeline and appurtenances<br><input type="checkbox"/> residential   |                         |  |   |
| 11) Does the property owner own or have any interest in any adjacent property?<br><input type="checkbox"/> no <input checked="" type="checkbox"/> yes, describe: Pipeline easement   |                         |  |   |
| 12) Are there other existing or dedicated public interest streets, road, highways or access easements bordering or within the property?<br><input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.<br>IH-94/US 52 borders the property but there is no access off of it. |                         |  |   |
| 13) If you are requesting agricultural field access - how many acres will the access serve?<br>~75 acres   |                         |  |   |
| 14) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage   |                         |  |   |
| business   | square footage          | business   | square footage  |
| Pipeline and appurtenances   | 43,560                  |  |   |
| 15) If you are requesting residential development access, what is the type (single family, apartment, condo) and the number of units?  |                         |  |   |
| type   | number of units         | type   | number of units   |
| NA   |                         |  |   |
| 16) Applicant name (printed):<br>Stefan "Oly" Olafson  |                         | Date:<br>10-27-15  | Signature (required):<br> |

**DO NOT WRITE BELOW THIS LINE**

|  |   |  |
|--|---|--|
| <br>Authorized Highway Department Signature<br>10/28/15<br>Date | <b>Performance Guarantee</b><br><input type="checkbox"/> no deposit required<br><input checked="" type="checkbox"/> deposit required: \$ 1000.00<br>date deposit received:<br>deposit returned upon satisfactory completion of all work | <b>Project Deadlines</b><br><input type="checkbox"/> permanent/field access completion date:<br><input type="checkbox"/> temporary access removal date:<br><input type="checkbox"/> temporary change in land use permitted length of time: |
|--|---|--|

Community: Mapleton Township, North Dakota

## **FLOODPLAIN DEVELOPMENT PERMIT** **APPLICATION**

FOR A PIPELINE & APPURTENANCE SITE

### **SECTION 1: GENERAL INFORMATION**

PERMIT #: \_\_\_\_\_

DATE: \_\_\_\_\_

Applicant: Nustar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
Address: San Antonio, TX  
78257

Telephone # 210/918-2000

Property Owner: SAME AS ABOVE  
Address:

Telephone # 210/918-2000

Location of Proposed Development: See attached pipeline route

Legal description: See attached pipeline route and above ground appurtenance exhibits

Contractor: TBD  
Address:

Telephone #

### **FLOODPLAIN DETERMINATION:**

NA for pipeline (belowground), appurtenance site  
ground elevation=900'

Ground elevation(s) at the building site: \_\_\_\_\_ feet (msl)

Project location (check one only):

- Not located in the 100-year floodplain  
 Floodplain (flood fringe, 100-year floodplain, A Zone, AE, AO, AH Zone)  
 Floodway (engineering analysis required)

Map information: See attached maps 3802610025D, 38017C0565G & 3802620001C

FIRM Date: 3802610025D=7/31/12, 38017C0565G=1/16/15 & 3802620001C=7/31/12

FIRM Zone: \_\_\_\_\_

BFE at Development Site: \_\_\_\_\_  
A - belowground pipeline \_\_\_\_\_ (msl)

Lowest floor must be elevated or floodproofed to: \_\_\_\_\_  
NA - belowground pipeline will be floodproof \_\_\_\_\_ (msl)

**SECTION 2: BUILDING DEVELOPMENT**

**DESCRIPTION OF WORK:**

(Check all that apply)

| Activity           |   | Structure Type           |       |
|--------------------|---|--------------------------|-------|
| New Structure      | _____   | Residential (1-4 Family) | _____ |
| Addition           | _____   | Residential (Multiple)   | _____ |
| Alteration         | _____   | Manufactured Home        | _____ |
| Replacement        | _____   | Combined Use             | _____ |
| Removal/Demolition | _____   | Non-Residential          | X     |
| Remodel/Renovate   | belowground pipeline and associated aboveground appurtenances |                          |       |
| Other (explain):   | _____   |                          |       |

Substantial Improvement? (50% or more of market value): \$ \_\_\_\_\_  
 Existing market value of Structure? \$ \_\_\_\_\_  
 Estimated Cost of project: (labor and materials) \$ \$3,860,000 in Mapleton Township

**ELEVATION OR FLOODPROOFING CERTIFICATION forms:**  
**FEMA form 81-31 ELEVATION CERTIFICATE;**  
**FEMA form 81-65 NON-RESIDENTIAL FLOODPROOFING CERTIFICATE**

Attach Certification(s)

- Certificate signed by a registered professional engineer or registered land surveyor.
- The certified as-built elevation of the lowest floor of the structure is \_\_\_\_\_ feet (msl).
- The certified as-built floodproofed elevation of the structure is \_\_\_\_\_ feet (msl).

**ADDITIONAL INFORMATION REQUIRED:**

Attach property description, building plans, blueprints, drawings, diagrams as available.  
 See attached pipeline route and above ground appurtenance exhibits

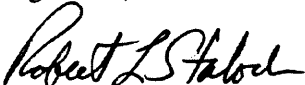
**OTHER PERMITS NECESSARY??:**

Please list:

ND DOT I-94 crossing, BNSF Railroad crossing Mapleton Township CUP, Cass County Subdivision

**ACTION/APPROVAL:**

The proposed development is in conformance with applicable floodplain standards.

|   |  |
|---|--|
| Signature (Local Administrator):<br> | Date:<br><p align="center">1-13-2016</p> |
|---|--|

|  |       |
|--|-------|
| Signature acknowledging Permit Compliance: | Date: |
|--|-------|



**FLOODPROOFING CERTIFICATE  
 FOR NON-RESIDENTIAL STRUCTURES**

OMB No. 1660-0008  
 Expiration Date: July 31, 2015

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

|  |             |                   |  |
|--|-------------|-------------------|--|
| BUILDING OWNER'S NAME<br>Nustar Pipeline Operating Partnership L.P.  |             |                   |  |
| STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER<br>19003 IH-10 West, San Antonio, TX, 78257 |             |                   |  |
| OTHER DESCRIPTION (Lot and Block Numbers, etc.)<br>See attached pipeline exhibits and plot plan  |             |                   |  |
| CITY<br>San Antonio  | STATE<br>TX | ZIP CODE<br>78257 |  |

**SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION**

Provide the following from the proper FIRM:

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | DATE OF FIRM INDEX | FIRM ZONE | BASE FLOOD ELEVATION<br>(In AO Zones, Use Depth) |
|------------------|--------------|--------|--------------------|-----------|--|
| 380262           | 0001         | C      | January 16, 2015   | A         | 903  |

Indicate elevation datum used for Base Flood Elevation shown above:  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

**SECTION II – FLOODPROOFING INFORMATION (By a Registered Professional Engineer or Architect)**

Elevations are based on:  Construction Drawings  Building Under Construction  Finished Construction

**Floodproofing Design Elevation Information:**

Building is floodproofed to an elevation of 909.00 feet (In Puerto Rico only: \_\_\_\_\_ meters).  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_  
 (Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is \_\_\_\_\_ feet (In Puerto Rico only: \_\_\_\_\_ meters).

**For Unnumbered A Zones Only:**

Highest adjacent (finished) grade next to the building (HAG) 906.00 feet (In Puerto Rico only: \_\_\_\_\_ meters)

NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium.)

**SECTION III – CERTIFICATION (By a Registered Professional Engineer or Architect)**

**Non-Residential Floodproofed Construction Certification:**

I certify that, based upon development and/or review of structural design, specifications, and plans for construction, the design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions:

The structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation indicated above, with walls that are substantially impermeable to the passage of water.

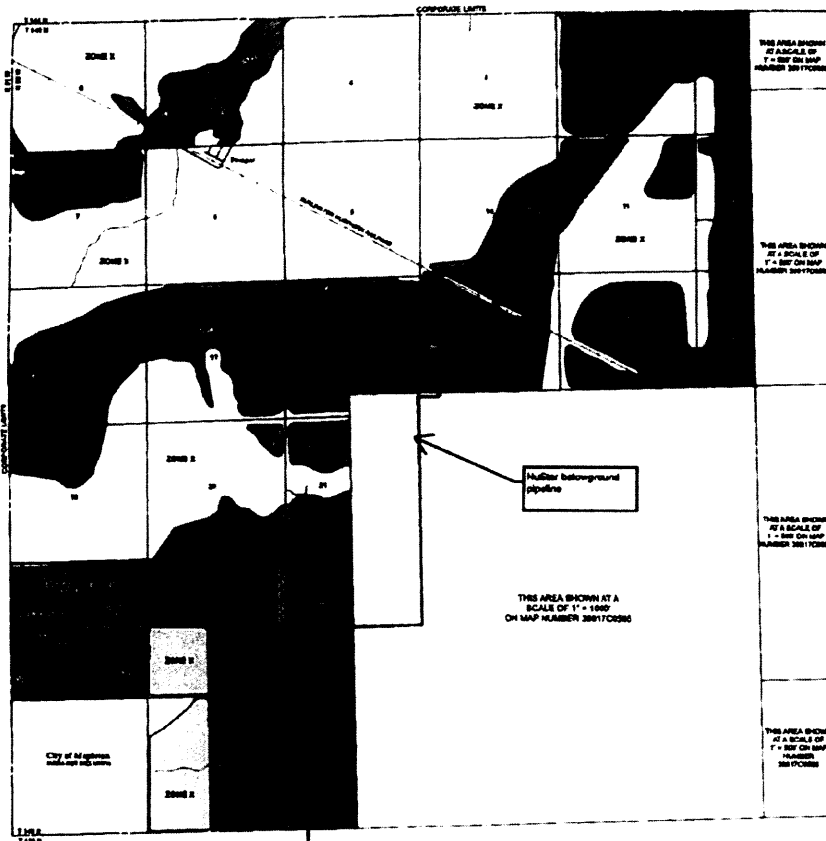
All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

I certify that the information on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

|  |                  |  |                   |
|--|------------------|--|-------------------|
| CERTIFIER'S NAME<br>Kevin Knott  |                  | LICENSE NUMBER (or Affix Seal)<br>5679 |                   |
| TITLE<br>Senior Engineer   |                  | COMPANY NAME<br>Ulteig                 |                   |
| ADDRESS<br>3350 38th Ave S   | CITY<br>Fargo    | STATE<br>ND                            | ZIP CODE<br>58104 |
| SIGNATURE<br> | DATE<br>11/18/15 | PHONE<br>701-280-8500                  |                   |

Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.





### LEGEND

**SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO ENFORCEMENT OF THE FLOOD CONTROL ACT**

**ZONE 1** Areas of special flood hazard which are subject to the enforcement of the Flood Control Act.

**ZONE 2** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 3** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 4** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 5** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 6** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 7** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 8** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**ZONE 9** Areas of special flood hazard which are not subject to the enforcement of the Flood Control Act.

**FLOODWAY AREAS IN ZONE #1**

**OTHER FLOOD AREAS**

**OTHER AREAS**

**CENTRAL BARRIER REDUCED SYSTEM (CBRS) AREAS**

**GENERAL PROTECTED AREAS (GPA)**

**ADDITIONAL INFORMATION**

**Scale:** 1" = 1 mile

**North Arrow**

SEE SEPARATELY PUBLISHED FIRM OF CASS COUNTY, ND (ALL JURISDICTIONS) FOR BREAKOUT PANELS

FOR ADDITIONAL INFORMATION REGARDING THE SPECIAL FLOOD HAZARD AREA IN THE CITY OF MAPLETON, ND SEE THE SEPARATELY PUBLISHED FIS REPORT FOR CASS COUNTY, ND (ALL JURISDICTIONS).

**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0800**

**FIRM FLOOD INSURANCE RATE MAP**

**TOWNSHIP OF RAYMOND, NORTH DAKOTA, CASS COUNTY**

**ONLY PANEL PRINTED**

**GEORGE W. WATSON, INC.**

**REVISION PRELIMINARY**

**JULY 21, 2011**

**MAP NUMBER 38617C080**

**MAP REVISED**

**Federal Emergency Management Agency**



**NORTH DAKOTA  
MAPLETON TOWNSHIP  
BOARD OF SUPERVISORS**

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**NUSTAR PIPELINE OPERATING  
PARTNERSHIP L.P.: APPLICATION FOR  
PERMITS, APPROVALS, AND VARIANCES FOR  
PETROLEUM PRODUCTS PIPELINE**

**FINDINGS AND RESOLUTION GRANTING  
PERMITS, APPROVALS, AND VARIANCES**

---

**INTRODUCTION**

On November 10, 2015, NuStar Pipeline Operating Partnership L.P. ("NuStar") submitted an application for any and all permits, approvals, and variances required ("Application") for a proposed eight-inch petroleum products pipeline and associated facilities, a portion of which is to be located in Mapleton Township.

On November 24, 2015, the Mapleton Township Zoning Commission and the Mapleton Township Board of Supervisors met to consider the Application. The Mapleton Township Zoning Commission unanimously recommended approval of the Application.

Having heard, reviewed and considered the Application, all information presented regarding the Application, and the Zoning Commission's recommendation, the Mapleton Township Board of Supervisors hereby makes the following:

**FINDINGS OF FACT**

1. NuStar proposes to construct an eight-inch petroleum products pipeline and associated facilities extending from the proposed Cenex Pipeline, LLC ("Cenex") Fargo Terminal site, located southeast of Prosper, North Dakota in Raymond Township, to NuStar's existing North System Pipeline, located southeast of Mapleton, North Dakota in Mapleton Township. The pipeline and associated facilities are referred to as the Laurel Interconnect Pipeline Project ("Laurel Project").

2. The portion of the Laurel Project in Mapleton Township will consist of the pipeline, and above-ground facilities located on an approximately one-acre site at the southern end of the pipeline, referred to as the Mapleton Junction.

3. In the Application, NuStar provided maps and other documentation, including the following: the pipeline route and above-ground appurtenances; a preliminary plot plan and subdivision plat; names and addresses of owners within a one mile radius of Mapleton Junction; legal descriptions of the tracts to be crossed, including dimensions and shapes; the existing land uses of the subject tracts; the existing zoning classifications of the subject tracts; designs for the

pipeline crossings of township roads; and a typical cross section of the pipeline relative to natural ground. NuStar reserved the right to revise its plans based on completion of final design work.

4. NuStar also submitted in its Application a development/floodplain permit application, floodplain maps showing the pipeline route, and an Additional Information document.

5. NuStar representatives presented information on, and answered questions regarding, the Laurel Project at the November 24, 2015 Mapleton Township meeting.

6. All parcels in Mapleton Township that will be crossed by the Laurel Project are zoned agricultural.

7. In Mapleton Township, NuStar has acquired all easements necessary to construct the pipeline along the proposed route, and has acquired an option to purchase the one-acre site for the Mapleton Junction.

8. NuStar selected the pipeline route and the Mapleton Junction site as a result of a thorough site analysis, as well as coordination with landowners, local officials, agencies, Cenex, and existing infrastructure owners.

9. Based on the Application and information presented, Mapleton Township hereby makes and incorporates all the findings required by the Mapleton Township Zoning Ordinance, and finds NuStar has satisfied all the requirements of the Mapleton Township Zoning Ordinance necessary to grant: a Conditional Use Permit; a Floodplain Development Permit; variances and building permits associated with the Mapleton Junction facilities and site; and any township road-related approvals, such as township road and section line crossings.

10. NuStar has complied with all notice and hearing requirements, and paid all applicable permit fees required for consideration and approval of the Application.

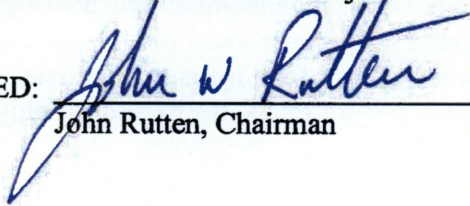
Based on the above Findings of Fact, the Mapleton Township Board of Supervisors hereby adopts the following:

#### **RESOLUTION**

1. Mapleton Township hereby grants to NuStar the following permits, approvals, and variances for the Laurel Project: a Conditional Use Permit; a Floodplain Development Permit; variances and building permits associated with the Mapleton Junction facilities and site; and any township road-related approvals, such as township road and section line crossings; and

2. No other permits, certificates, notices, hearings, or approvals from Mapleton Township are required for NuStar to construct, operate, and maintain the Laurel Project.

APPROVED: \_\_\_\_\_

  
John Rutten, Chairman

ATTEST: Bern A. Bulting  
Township Clerk

DATE: 11-24-15

The motion for the adoption of the foregoing resolution was made by Supervisor RUTTEN and duly seconded by Supervisor Folstad. On roll call vote, the following Supervisors voted aye:

Unanimous Approval  
The following voted nay: —

The majority of the Board of Supervisors having voted aye, the motion carried and the resolution was duly adopted.

**NORTH DAKOTA  
MAPLETON TOWNSHIP  
BOARD OF SUPERVISORS**

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**NUSTAR PIPELINE OPERATING  
PARTNERSHIP L.P.: APPLICATION FOR  
PERMITS, APPROVALS, AND VARIANCES FOR  
PETROLEUM PRODUCTS PIPELINE**

**FINDINGS AND RESOLUTION GRANTING  
AMENDED PERMITS, APPROVALS, AND  
VARIANCES**

---

**INTRODUCTION**

On November 10, 2015, NuStar Pipeline Operating Partnership L.P. ("NuStar") submitted an application for any and all permits, approvals, and variances required ("Application") for a proposed eight-inch petroleum products pipeline and associated facilities, a portion of which is to be located in Mapleton Township.

On November 24, 2015, the Mapleton Township Zoning Commission ("Zoning Commission") and the Mapleton Township Board of Supervisors ("Board") met to consider the Application. The Zoning Commission unanimously recommended approval of the Application, and the Board unanimously approved the Application. The approved project included construction of a control building and other facilities on a one-acre site referred to as the Mapleton Junction.

On June 8, 2016, NuStar submitted applications for an amended conditional use permit, variances, and any and all permits and approvals ("Amended Application") required to authorize construction of a pump station, and make other facility modifications, on the Mapleton Junction site. On June 28, 2016, NuStar also submitted an application for an amended development/floodplain permit ("Amended Floodplain Permit Application").

On June 30, 2016, the Zoning Commission and the Board met to consider the Amended Application and the Amended Floodplain Permit Application. At the meeting, NuStar submitted and incorporated into its Amended Application information regarding plans to install a loop line as an associated facility to its proposed eight-inch petroleum products pipeline, a portion of which will be located in Mapleton Township. The Zoning Commission unanimously recommended approval of the Amended Application, including the modifications, and the Amended Floodplain Permit Application.

Having heard, reviewed and considered the Amended Application and the Amended Floodplain Permit Application, all information presented regarding the applications, and the Zoning Commission's recommendation, the Board hereby makes the following:

### FINDINGS OF FACT

1. NuStar proposes to construct an eight-inch petroleum products pipeline and associated facilities extending from the Cenex Pipeline, LLC ("Cenex") Pipeline, located east of Prosper, North Dakota in Raymond Township, to NuStar's existing North System Pipeline, located southeast of Mapleton, North Dakota in Mapleton Township, at a site referred to as Mapleton Junction. The pipeline and associated facilities are referred to as the Laurel Interconnect Pipeline Project ("Laurel Project").
2. As set forth above, on November 24, 2015, the Board previously granted the following permits and approvals for the Laurel Project: a Conditional Use Permit; a Floodplain Development Permit; variances and building permits associated with the Mapleton Junction facilities and site; and any township road-related approvals, such as township road and section line crossings. The approved Laurel Project included construction of a control building and other facilities on the one-acre Mapleton Junction site.
3. Since the Board's approval of the Laurel Project, NuStar has identified a need to make modifications, including to construct and operate the following associated facilities in Mapleton Township: (1) a pump station, and other facility modifications, on the Mapleton Junction site ("Mapleton Junction Modifications"); and (2) pipeline modifications, including a portion of a loop line, and associated components, adjacent to the proposed eight-inch petroleum products pipeline ("Loop Line Modifications").
4. On June 8, 2016, NuStar submitted the Amended Application, requesting an amended conditional use permit, variances, and any and all permits and approvals required for the Mapleton Junction Modifications. In the Amended Application, NuStar provided the following: a letter regarding the Mapleton Junction Modifications and the permits, variances, and approvals requested; a preliminary proposed modified Mapleton Junction site plan; a copy of the previously approved Mapleton Junction site plan; a map depicting the existing land uses of the Mapleton Junction site; a list of names and addresses of owners within a one mile radius of the Mapleton Junction site; an application for an amended conditional use permit; an amended application for variances; an application for an amended building permit and zoning certificate; and proposed findings and resolution granting amended permits, approvals, and variances.
5. NuStar also separately submitted the Amended Floodplain Permit Application, requesting an amended development/floodplain permit in connection with the modifications, including the Mapleton Junction Modifications and the Loop Line Modifications.
6. On June 30, 2016, NuStar submitted and incorporated into its Amended Application information regarding the modifications, including the Loop Line Modifications, and maps showing the proposed location of the facilities. NuStar also submitted amended proposed findings and resolution granting amended permits, approvals and variances. Other information relevant to the Loop Line Modifications, such as legal descriptions, a map of existing land uses,

and information regarding zoning district classification of the affected area, was previously provided as part of the original Application.

7. On June 30, 2016, NuStar representatives presented information on, and answered questions regarding, the modifications, including the Mapleton Junction Modifications, the Loop Line Modifications, the Amended Application, and the Amended Floodplain Permit Application.

8. Based on the Amended Application, the Amended Floodplain Permit Application, and other information presented, Mapleton Township hereby makes and incorporates all the findings required by the Mapleton Township Zoning Ordinance, and finds NuStar has satisfied all the requirements of the Mapleton Township Zoning Ordinance necessary to grant the following authorizing the modifications, including the Mapleton Junction Modifications and the Loop Line Modifications: an Amended Conditional Use Permit; an Amended Floodplain Development Permit; an Amended Building Permit; any variances necessary to construct the Laurel Project including the modifications; and any required township road-related approvals, such as township road and section line crossings.

9. NuStar has complied with all notice and hearing requirements, and paid all applicable permit fees required for consideration and approval of the Amended Application and Amended Floodplain Permit Application.

Based on the above Findings of Fact, the Mapleton Township Board of Supervisors hereby adopts the following:

REST OF PAGE LEFT INTENTIONALLY BLANK

**RESOLUTION**

1. Mapleton Township hereby grants to NuStar the following authorizing the modifications, including the Mapleton Junction Modifications and the Loop Line Modifications: an Amended Conditional Use Permit; an Amended Floodplain Development Permit; an Amended Building Permit; any variances necessary to construct the modifications; and any required township road-related approvals, such as township road and section line crossings.

2. To the extent not superseded herein, the Board's November 24, 2015 Findings and Resolution Granting Permits, Approvals, and Variances remains in full force and effect.

3. No other permits, certificates, notices, hearings, or approvals from Mapleton Township are required for NuStar to construct, operate, and maintain the Laurel Project, or the modifications, including the Mapleton Junction Modifications and the Loop Line Modifications.

APPROVED: \_\_\_\_\_

*John W Rutten*  
John Rutten, Chairman

ATTEST: \_\_\_\_\_

*Sam A. Balthus*  
Township Clerk

DATE: \_\_\_\_\_

*6/30/16*

The motion for the adoption of the foregoing resolution was made by Supervisor Rutten and duly seconded by Supervisor Folstead. On roll call vote, the following Supervisors voted aye:

Rutten, Folstead  
The following voted nay: \_\_\_\_\_

The majority of the Board of Supervisors having voted aye, the motion carried and the resolution was duly adopted.

Community: Raymond Township, North Dakota

## FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

FOR A PIPELINE

### SECTION 1: GENERAL INFORMATION

PERMIT #: 1

DATE: 1-13-16

Applicant: Nustar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
Address: San Antonio, TX  
78257

Telephone # 210/918-2000

Property Owner: SAME AS ABOVE  
Address:

Telephone # 210/918-2000

Location of Proposed Development: See attached pipeline route

Legal description: See attached pipeline route

Contractor: TBD  
Address:

Telephone #

### **FLOODPLAIN DETERMINATION:**

Ground elevation(s) at the building site: NA - pipeline to be feet (msl)  
belowground

Project location (check one only):

- Not located in the 100-year floodplain  
 Floodplain (flood fringe, 100-year floodplain, A Zone, AE, AO, AH Zone)  
 Floodway (engineering analysis required)

Map information: See attached maps 3802610025D, 38017C0565G & 3802620001C

FIRM Date: 3802610025D=7/31/12, 38017C0565G=1/16/15 & 3802620001C=7/31/12

FIRM Zone: A

BFE at Development Site: NA - belowground pipeline (msl)

Lowest floor must be elevated or floodproofed to: NA - belowground pipeline will be floodproof (msl)

**SECTION 2: BUILDING DEVELOPMENT**

**DESCRIPTION OF WORK:**  
(Check all that apply)

| Activity           |                      | Structure Type           |              |
|--------------------|----------------------|--------------------------|--------------|
| New Structure      | _____                | Residential (1-4 Family) |              |
| Addition           | _____                | Residential (Multiple)   |              |
| Alteration         | _____                | Manufactured Home        | _____        |
| Replacement        | _____                | Combined Use             | _____        |
| Removal/Demolition | _____                | Non-Residential          | <u>  X  </u> |
| Remodel/Renovate   | _____                |                          |              |
| Other (explain):   | belowground pipeline |                          |              |

Substantial Improvement? (50% or more of market value): \$ \_\_\_\_\_  
 Existing market value of Structure? \$ \_\_\_\_\_  
 Estimated Cost of project: (labor and materials) \$ \$9,580,000 in Raymond Township

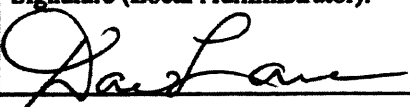
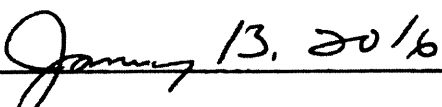
**ELEVATION OR FLOODPROOFING CERTIFICATION forms:**  
**FEMA form 81-31 ELEVATION CERTIFICATE;**  
**FEMA form 81-65 NON-RESIDENTIAL FLOODPROOFING CERTIFICATE**

- Attach Certification(s)
- Certificate signed by a registered professional engineer or registered land surveyor.
  - The certified as-built elevation of the lowest floor of the structure is \_\_\_\_\_ feet (msl).
  - The certified as-built floodproofed elevation of the structure is \_\_\_\_\_ feet (msl).

**ADDITIONAL INFORMATION REQUIRED:**  
 Attach property description, building plans, blueprints, drawings, diagrams as available.  
 See attached pipeline route exhibits

**OTHER PERMITS NECESSARY??:**  
 Please list: Raymond Township CUP

**ACTION/APPROVAL:**  
 The proposed development is in conformance with applicable floodplain standards.

|   |   |
|---|---|
| Signature (Local Administrator):<br> | Date:<br> |
|---|---|

|  |       |
|--|-------|
| Signature acknowledging Permit Compliance: | Date: |
|--|-------|



## FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

OMB No. 1660-0008  
 Expiration Date: July 31, 2015

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

|   |       |          |
|---|-------|----------|
| BUILDING OWNER'S NAME<br><b>Nustar Pipeline Operating Partnership L.P.</b>  |       |          |
| STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER<br><b>19003 IH-10 West, San Antonio, TX, 78257</b> |       |          |
| OTHER DESCRIPTION (Lot and Block Numbers, etc.)<br><b>See attached pipeline route exhibits</b>  |       |          |
| CITY  | STATE | ZIP CODE |

### SECTION I - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM: **3802610025D=7/31/12, 38017C0565G=1/16/15 & 3802620001C=7/31/12**

| COMMUNITY NUMBER          | PANEL NUMBER         | SUFFIX   | DATE OF FIRM INDEX            | FIRM ZONE | BASE FLOOD ELEVATION<br><small>(In AO Zones, Use Depth)</small> |
|---------------------------|----------------------|----------|-------------------------------|-----------|---|
| 38017, 380261 &<br>380262 | 0565, 0025 &<br>0001 | G, D & C | 1/16/15, 7/31/12 &<br>7/31/12 | A         | NA  |

Indicate elevation datum used for Base Flood Elevation shown above:  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

### SECTION II - FLOODPROOFING INFORMATION (By a Registered Professional Engineer or Architect)

Elevations are based on:  Construction Drawings  Building Under Construction  Finished Construction  NA

**Floodproofing Design Elevation Information:**

Building is floodproofed to an elevation of NA feet (In Puerto Rico only: \_\_\_\_\_ meters).  NGVD 1929  NAVD 1988  Other/Source: NA  
 (Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is NA feet (In Puerto Rico only: \_\_\_\_\_ meters).

**For Unnumbered A Zones Only:**

Highest adjacent (finished) grade next to the building (HAG) NA feet (In Puerto Rico only: \_\_\_\_\_ meters)  
 NGVD 1929  NAVD 1988  Other/Source: NA

(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium.)

### SECTION III - CERTIFICATION (By a Registered Professional Engineer or Architect)

**Non-Residential Floodproofed Construction Certification:**

*I certify that, based upon development and/or review of structural design, specifications, and plans for construction, the design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions:*

The structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation indicated above, with walls that are substantially impermeable to the passage of water.

All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

*I certify that the information on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

|                  |                                |       |          |
|------------------|--------------------------------|-------|----------|
| CERTIFIER'S NAME | LICENSE NUMBER (or Affix Seal) |       |          |
| TITLE            | COMPANY NAME                   |       |          |
| ADDRESS          | CITY                           | STATE | ZIP CODE |
| SIGNATURE        | DATE                           | PHONE |          |

Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.







**NORTH DAKOTA  
RAYMOND TOWNSHIP  
BOARD OF SUPERVISORS**

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**NUSTAR PIPELINE OPERATING  
PARTNERSHIP L.P.: APPLICATION FOR  
CONDITIONAL USE CERTIFICATE, PERMITS,  
AND APPROVALS FOR PETROLEUM  
PRODUCTS PIPELINE**

**FINDINGS AND RESOLUTION GRANTING  
CONDITIONAL USE CERTIFICATE, PERMITS,  
AND APPROVALS**

---

**INTRODUCTION**

On November 13, 2015, NuStar Pipeline Operating Partnership L.P. ("NuStar") submitted an application for a Conditional Use Certificate, a Floodplain Development Permit, and all other permits and approvals required ("Application") for a proposed eight-inch petroleum products pipeline and associated facilities, a portion of which is to be located in Raymond Township.

On December 11, 2015, the Raymond Township Zoning Commission and the Raymond Township Board of Supervisors met to consider the Application. The Raymond Township Zoning Commission recommended approval of the Application.

Having heard, reviewed and considered the Application, all information presented regarding the Application, and the Zoning Commission's recommendation, the Raymond Township Board of Supervisors hereby makes the following:

**FINDINGS OF FACT**

1. NuStar proposes to construct an eight-inch petroleum products pipeline and associated facilities extending from the proposed Cenex Pipeline, LLC ("Cenex") Fargo Terminal site, located southeast of Prosper, North Dakota in Raymond Township, to NuStar's existing North System Pipeline, located southeast of Mapleton, North Dakota in Mapleton Township. The pipeline and associated facilities are referred to as the Laurel Interconnect Pipeline Project ("Laurel Project").

2. The portion of the Laurel Project in Raymond Township will consist of the pipeline, an above-ground valve access, and a pump station and other above-ground facilities located on an approximately two-acre site within Cenex's Fargo Terminal site, referred to as the Fargo Pump Station.

3. In the Application, NuStar submitted maps and other documentation, providing the following: Cenex's preliminary site plan, which depicts the location of NuStar's above-ground facilities and pipeline within the Cenex site; the pipeline route and location of other

above-ground appurtenances; legal descriptions of the tracts to be crossed, including dimensions and shapes; the existing land uses of the pipeline route tracts; the existing zoning classifications of the pipeline route tracts; designs for the pipeline crossings of township roads, undeveloped section lines, certain waterbodies and ditches, Interstate 94, and a railroad; and a typical cross section of the pipeline relative to natural ground.

4. In the Application, NuStar also provided the following information:
  - a. There are no existing, nor any proposed, buildings on the tracts to be crossed by the pipeline, except for the portion of the pipeline within the Cenex Terminal site;
  - b. The existing or proposed use of the land being crossed by the pipeline is agricultural and, as of the date of the Application, the existing zoning classification of each tract is agricultural;
  - c. There are no existing, nor any proposed, parking areas on the tracts to be crossed by the pipeline;
  - d. There are no plans for family, housekeeping unit, or rental unit buildings on the tracts to be crossed by the pipeline;
  - e. The conditions existing on the tracts being crossed by the pipeline are agricultural; and
  - f. No change to the zoning classification is being sought for the pipeline and, except for the portion of the pipeline within the Cenex Terminal site, the land above the pipeline will remain in agricultural use after the pipeline is constructed.

5. In addition, NuStar submitted in its Application a development/floodplain permit application, floodplain maps showing the pipeline route, and an Additional Information document.

6. NuStar representatives presented information on, and answered questions regarding, the Laurel Project at the December 11, 2015 Raymond Township meeting.

7. Within the Cenex Terminal site, NuStar will lease land from Cenex in order to construct and operate the facilities necessary to interconnect the Cenex facilities to the NuStar facilities, including a portion of the pipeline, a pump station, and associated facilities. NuStar is in the process of finalizing the proposed pipeline route exiting the Cenex Terminal site and extending east along the south side of 32nd Street SE, and plans to acquire an easement from the landowner (who has already executed an easement for other portions of the pipeline route) once the route is final. NuStar has acquired all other easements necessary to construct the pipeline along the proposed route.

8. NuStar selected the pipeline route and the Fargo Pump Station site as a result of a thorough site analysis, as well as coordination with landowners, local officials, agencies, Cenex, and existing infrastructure owners.

9. Based on the Application and information presented, Raymond Township hereby makes and incorporates all the findings required by the Raymond Township Zoning Ordinance, and finds NuStar has satisfied the requirements of the Raymond Township Zoning Ordinance necessary to grant: a Conditional Use Certificate; a Floodplain Development Permit; any building permits required for the Fargo Pump Station facilities; all crossing approvals; and all township road-related approvals.

10. NuStar has complied with all notice and hearing requirements, and paid all applicable permit fees required for consideration and approval of the Application.

Based on the above Findings of Fact, the Raymond Township Board of Supervisors hereby adopts the following:

**RESOLUTION**

1. Raymond Township hereby grants to NuStar the following permits and approvals for the Laurel Project: a Conditional Use Certificate; a Floodplain Development Permit; any building permits required for the Fargo Pump Station facilities; all crossing approvals; and all township road-related approvals;

2. The Zoning Administrator shall issue a Certificate of Zoning Compliance to NuStar for the Laurel Project; and

3. No other permits, certificates, notices, hearings, or approvals from Raymond Township are required for NuStar to construct, operate, and maintain the Laurel Project.

APPROVED: Dane M. Larsen, Chairman

ATTEST: [Signature]  
Township Clerk

DATE: December 11, 2015

The motion for the adoption of the foregoing resolution was made by Supervisor Barry Bowman and duly seconded by Supervisor Dane Larsen. On roll call vote, the following Supervisors voted aye:

Dane Larsen Barry Bowman DAVID GUST

The following voted nay: ~~DAVID GUST~~ ~~GUST (D)~~

The majority of the Board of Supervisors having voted aye, the motion carried and the resolution was duly adopted.

**NORTH DAKOTA  
RAYMOND TOWNSHIP  
BOARD OF SUPERVISORS**

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**NUSTAR PIPELINE OPERATING  
PARTNERSHIP L.P.: CONDITIONAL USE  
CERTIFICATE, FLOODPLAIN PERMITS, AND  
OTHER PERMITS AND APPROVALS FOR  
PIPELINE**

**FINDINGS AND RESOLUTION FOR  
CONDITIONAL USE CERTIFICATE,  
FLOODPLAIN PERMITS, AND OTHER PERMITS  
AND APPROVALS**

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**INTRODUCTION**

On November 13, 2015, NuStar Pipeline Operating Partnership L.P. ("NuStar") filed for a Conditional Use Certificate, a Floodplain Development Permit, and all other permits and approvals required for an eight-inch pipeline and associated facilities, a portion of which is to be located in Raymond Township. On July 7, 2016, NuStar filed for the following and any amendments to any previously issued: Conditional Use Certificate, Floodplain Development Permit, and any and all other permits and approvals ("Filing").

The Filing incorporated the November 13, 2015 filing for the project, and proposed modifications, including moving the pump station and the following: (1) originating the eight-inch pipeline from a direct interconnect with Cenex Pipeline, LLC's ("Cenex") existing Laurel Pipeline at a location southeast of Prosper, North Dakota and installing associated facilities, piping, components, valves, traps and other appurtenances; and (2) installing loop line piping, components, valves, traps and other appurtenances as an associated facility to the eight-inch pipeline, a portion of which will be located in Raymond Township.

On August 1, 2016, the Raymond Township Zoning Commission ("Zoning Commission") and the Raymond Township Board of Supervisors ("Board") met to consider the Filing. The Zoning Commission recommended approval of the Filing.

Having heard, reviewed and considered the Filing, all information presented, and the Zoning Commission's recommendation, the Board hereby makes the following:

## FINDINGS OF FACT

1. NuStar proposes to construct an eight-inch pipeline and associated facilities extending from Cenex's existing Laurel Pipeline, located southeast of Prosper, North Dakota, in Raymond Township, to NuStar's existing North System Pipeline, located southeast of Mapleton, North Dakota in Mapleton Township, at a site that has been referred to as Mapleton Junction. The pipeline and associated facilities are referred to as the NuStar Laurel Interconnect Pipeline Project ("Laurel Project").

2. The Laurel Project previously included proposed construction of a pump station and other facilities on the then proposed Cenex terminal site, located southeast of Prosper in Raymond Township. NuStar has now identified a need to modify the Laurel Project ("Modifications"), including moving the pump station and as follows: (1) originating the eight-inch pipeline from a direct interconnect with Cenex's existing Laurel Pipeline at a location southeast of Prosper, North Dakota, and installing associated facilities, piping, components, valves, traps and other appurtenances; and (2) installing loop line piping, components, valves, traps and other appurtenances as an associated facility to the eight-inch pipeline, a portion of which will be located in Raymond Township.

3. On July 7, 2016, NuStar submitted a Filing for the following and any amendments to any previously issued: Conditional Use Certificate, Floodplain Development Permit, and any and all other permits and approvals for the Laurel Project and Modifications. In the Filing, NuStar provided mapping and information regarding the Laurel Project and Modifications. All other relevant information, such as legal descriptions of the tracts to be crossed, including dimensions and shapes; the existing land uses of the pipeline route tracts; the existing zoning classifications of the pipeline route tracts; designs for the pipeline crossings of township roads, undeveloped section lines, certain waterbodies and ditches, Interstate 94, and a railroad; and a typical cross section of the pipeline relative to natural ground, was previously provided or has been incorporated into the Filing.

4. NuStar representatives presented information and answered questions at the August 1, 2016 Raymond Township meeting.

5. Based on the Filing and information presented, Raymond Township hereby makes and incorporates all the findings required by the Raymond Township Zoning Ordinance, and finds NuStar has satisfied the requirements of the Raymond Township Zoning Ordinance necessary to grant the following, and any amendments to any previously issued, authorizing the Laurel Project and Modifications: Conditional Use Certificate; Floodplain Development Permit; all crossing approvals; all township road-related approvals; and any and all other permits and approvals.

6. NuStar has complied with all notice and hearing requirements, and paid all applicable permit fees.

Based on the above Findings of Fact, the Raymond Township Board of Supervisors hereby adopts the following:

**RESOLUTION**

1. Raymond Township hereby grants to NuStar the following, and any amendments to any previously issued, authorizing the NuStar Laurel Project and Modifications: Conditional Use Certificate; Floodplain Development Permit; all crossing approvals; all township road-related approvals; and any and all other permits and approvals.

2. No other permits, certificates, amendments, notices, hearings, or approvals from Raymond Township are required for NuStar to construct, operate, and maintain the NuStar Laurel Project, including the Modifications.

3. NuStar will maintain own access to 32<sup>nd</sup> Ave SE from 166<sup>th</sup> Ave SE to Rail Crossing.

APPROVED: [Signature], Chairman

SUPERVISOR MOTION  
Barry Bowne  
SUPERVISOR 2<sup>nd</sup>  
Evan Wag

ATTEST: [Signature]  
Township Clerk

DATE: 8-1-16

The motion for the adoption of the foregoing resolution was made by Supervisor Barry Bowne and duly seconded by Supervisor Evan Wag. On roll call vote, the following Supervisors voted aye:

All

The following voted nay: \_\_\_\_\_.  
The majority of the Board of Supervisors having voted aye, the motion carried and the resolution was duly adopted.



December 8, 2015

**Rush River  
Water Resource  
District**

Raymond Wolfer  
Manager  
Argusville, North Dakota

William A. Hejl  
Manager  
Amenia, North Dakota

Dick Sundberg  
Manager  
Harwood, North Dakota

Carin Hoch  
Vice President  
NuStar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
San Antonio, TX 78257

Dear Carin:

RE: *Utility Permit* for NuStar Pipeline Operating Partnership L.P. to install an 8" petroleum products pipeline under the Rush River in Section 15 of Raymond Township

Enclosed please find a copy of the above referenced permit, which has been approved by the Rush River Water Resource District, subject to the following conditions:

1. There shall be no excavation within the channel, on the berms, or within 25 feet of the outside berm toe.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
4. The carrier pipe shall be bored horizontally below the drain at a constant elevation for a distance of 25 feet beyond each side of the outside channel berm toe.
5. The top of the carrier pipe shall be a minimum of 5 feet below the current design invert of the channel bottom.
6. The utility shall not be installed below any existing structures, bridges, or culverts.

If you have any questions, please feel free to contact us.

Thank you.

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosure

Carol Harbeke Lewis  
Secretary-Treasurer  
1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
FAX 701-298-2397  
[wrdr@casscountynod.gov](mailto:wrdr@casscountynod.gov)  
[www.casscountynod.gov](http://www.casscountynod.gov)

RUSH RIVER WATER RESOURCE DISTRICT  
UTILITY PERMIT

NuStar Pipeline Operating Partnership L.P., a Limited Partnership, Delaware with a post office address of 19003 IH-10 West, San Antonio, Texas 78257 ("Applicant"), applies for this Permit to install an 8" petroleum products pipeline and related appurtenances under Cass County Drain No. 2 - Lower Rush River (the "Drain") on right of way or facilities owned by the Rush River Water Resource District (the "District"), as shown on the plans attached as **Exhibit A** ("Applicant's Utilities").

Applicant may install Applicant's Utilities under the river as specifically shown on **Exhibit A**. Installation, operation, and maintenance of Applicant's Utilities on the District's right of way will conform to the following provisions:

1. Applicant will complete construction and maintenance at Applicant's sole expense.
2. Applicant will place Applicant's Utilities at the designated depth below the original design grade as set forth in the plans attached as **Exhibit A**.
3. Within 30 days after construction, maintenance, relocation, or removal of Applicant's Utilities, Applicant will remove any right of way scars; Applicant will restore any disturbed areas to original condition; and Applicant will re-seed the vicinity disturbed by Applicant's activities. Applicant will maintain any disturbed areas for a period of one year from the date of completion.
4. Applicant will install marker posts at all Drain crossings on the right of way line, or at any other point as designated by the District.
5. Applicant will complete installation, maintenance, relocation, and/or removal of Applicant's Utilities on the District's right of way in a manner satisfactory to the District.
6. The District will not be liable for any damages to the Applicant's Utilities resulting from reconstruction or maintenance of the Drain or any of the District's facilities or right of way. To the extent permitted by law and to the extent caused by negligence of Applicant. Applicant will release, defend, indemnify, and hold harmless the District, and all of the District's employees, officers, agents, and representatives, from and against any and all claims, demands, causes of action, or demands for relief, including costs, expenses,

and attorney's fees, that may arise out of or result from any acts or omissions regarding this Permit or Applicant's installation or maintenance of Applicant's Utilities, or any accident, injury, or damage to person, property, or equipment as a result of Applicant's entry upon or use of the District's right of way or property.

7. Applicant, at Applicant's own cost, will repair or replace the District's structure, facilities, right of ways, or any other property owned by the District which may be damaged as a result of Applicant's installation and maintenance of Applicant's Utilities on the District's right of way, or otherwise as a result of Applicant's entry upon on or use of the District's right of way.
8. Applicant will promptly relocate Applicant's Utilities from the District's right of way, or will adjust Applicant's Utilities, all at Applicant's sole cost and expense upon notice from the District, as necessary for the purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the Drain.
9. Applicant will be solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of any other federal, state, county or local governments or governmental entities which may be applicable regarding Applicant's Utilities or Applicant's activities. Further, Applicant will be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding Applicant's Utilities or Applicant's activities under this Permit.
10. Applicant will be solely responsible for all costs and expenses associated with complying with Applicant's obligations under this Permit.
11. Applicant will not transfer or assign this Permit, nor any of Applicant's rights or obligations under this Permit, without the express written consent of the District.
12. Upon Applicant's completion of installation of Applicant's Utilities, Applicant will notify the District and the District, in its discretion, may require an inspection of Applicant's Utilities to ensure compliance with this Permit. Applicant will be responsible for the District's costs associated with the inspection; following an inspection, the District will provide Applicant with notice of costs incurred and Applicant will reimburse the District within 60 days.
13. If Applicant fails to perform any of Applicant's obligations under this Permit within a reasonable time following request or demand from the District, the District may perform Applicant's obligations and may recover its costs incurred by assessing the costs against any property owned by Applicant in

Cass County, North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection.

14. The failure or delay of the District to insist on the timely performance of any of the terms of this Permit, or the waiver of any particular breach of any of the terms of this Permit, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred. Upon the occurrence of any default by Applicant, the District may, immediately and without the need for any prior notice, enforce the provisions of this Permit and may take any and all other actions necessary, in law or in equity, to collect all amounts due under this Permit or to enforce any of Applicant's other obligations under this Permit. The remedies provided for in this Permit are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Applicant will be responsible for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Permit, or incurred in litigating the terms or validity of this Permit.

15. Special Conditions:

See attached.

Applicant agrees to the above terms and conditions. This application will become effective as a Permit upon execution by both Applicant and the District.

APPLICANT:

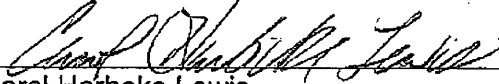
NuStar Pipeline Operating Partnership L.P.  
By and through its general partner,  
NuStar Pipeline Company, LLC

By: Craig Sheehy

Its: Vice - President

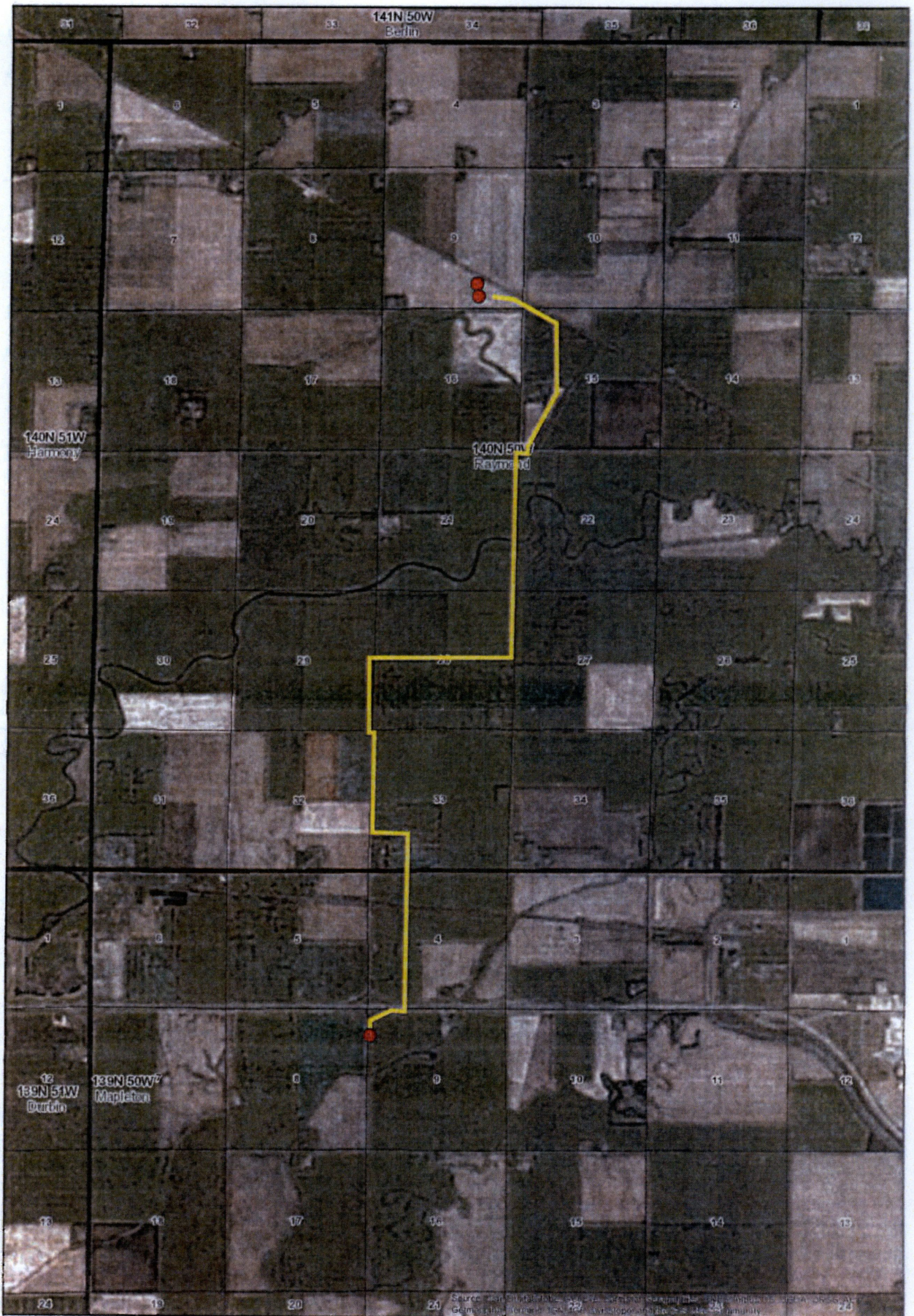


RUSH RIVER WATER  
RESOURCE DISTRICT

  
Carol Harbeke Lewis  
Secretary-Treasurer

Date Approved: 11-17-15

**EXHIBIT A**  
**Applicant's Plans**

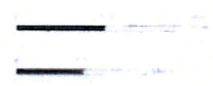


Source: Aerial Imagery from USDA, National Agricultural Imagery Program (NAIP), 2014. Digitized by Ulteig & Associates, Inc. All rights reserved.

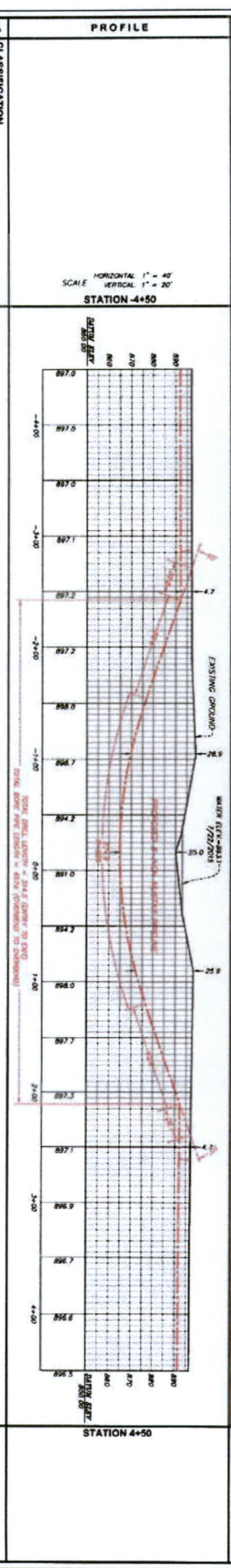
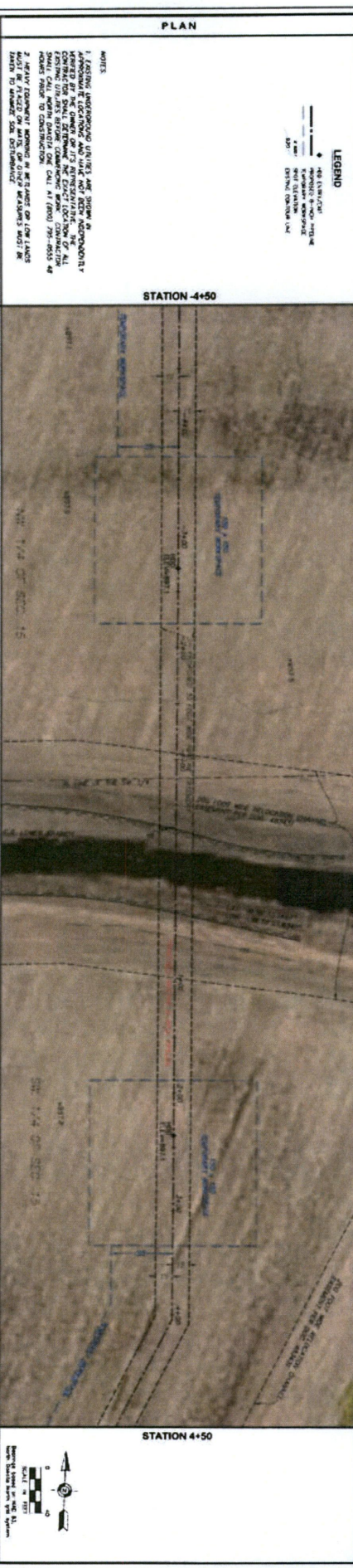
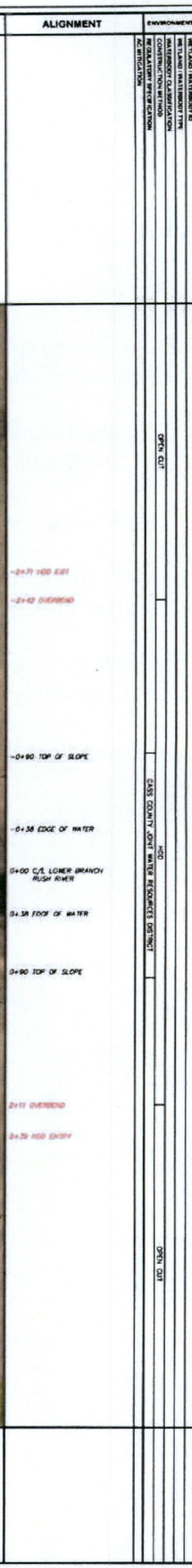
WWW.Ulteig.COM  
 1000 W. 10th Ave.  
 Fort Collins, CO 80521



**Secured Route**  
 7/16/2015  
 7.16.2015



|                      |   |
|----------------------|---|
| <b>SUBJECT/TRACT</b> | TRACT 1   |
| <b>OWNER</b>         | ROBERTS AND LEGGETT LLC ET AL<br>ROBERTS-194-25   |
| <b>ENVIRONMENTAL</b> | FEDERAL REGISTER<br>WETLAND Delineation Form<br>CONSTRUCTION PERMITS<br>REGULATORY RESTRICTIONS<br>OPEN CUT<br>STATE COUNTY GOVT WATER RESOURCES DIVISION<br>NO<br>OPEN CUT |
| <b>DATE</b>          | 11/10/2011  |



|   |       |
|---|-------|
| <b>CLASSIFICATION</b>                   | 1830  |
| <b>DESIGN PRESSURE</b>                  | 1480  |
| <b>MAX ALLOWABLE OPERATING PRESSURE</b> | 1480  |
| <b>NORMAL OPERATING PRESSURE</b>        | 1300  |
| <b>DESIGN FACTOR</b>                    | 1.41X |

|                  |             |          |                     |            |     |
|------------------|-------------|----------|---------------------|------------|-----|
| <b>PIPE DATA</b> | DESCRIPTION | QUANTITY | REFERENCES DRAWINGS | DATE       | BY  |
| 1                | 1830        | 1.00     | 1830                | 11/10/2011 | ... |
| 2                | 1480        | 1.00     | 1480                | 11/10/2011 | ... |
| 3                | 1300        | 1.00     | 1300                | 11/10/2011 | ... |

|                          |             |      |     |
|--------------------------|-------------|------|-----|
| <b>DRAWING REVISIONS</b> | DESCRIPTION | DATE | BY  |
| 1                        | ...         | ...  | ... |
| 2                        | ...         | ...  | ... |

|                      |   |
|----------------------|---|
| <b>GENERAL NOTES</b> | 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MISSOURI DEPARTMENT OF TRANSPORTATION, DIVISION OF CONSTRUCTION. |
| <b>OWNER</b>         | ROBERTS AND LEGGETT LLC ET AL   |
| <b>DESIGNER</b>      | ...   |
| <b>DATE</b>          | 11/10/2011  |
| <b>PROJECT</b>       | ...   |
| <b>SCALE</b>         | 1" = 40'  |

**CONDITIONS TO UTILITY PERMIT FOR  
NUSTAR PIPELINE OPERATING L.P.  
UNDER THE RUSH RIVER IN SECTION 15 OF RAYMOND TOWNSHIP  
NOVEMBER 17, 2015**

1. There shall be no excavation within the channel, on the berms, or within 25 feet of the outside berm toe.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
4. The carrier pipe shall be bored horizontally below the drain at a constant elevation for a distance of 25 feet beyond each side of the outside channel berm toe.
5. The top of the carrier pipe shall be a minimum of 5 feet below the current design invert of the channel bottom.
6. The utility shall not be installed below any existing structures, bridges, or culverts.



December 8, 2015

Maple River  
Water Resource  
District

Rodger Olson  
Chairman  
Leonard, North Dakota

Jurgen Suhr  
Manager  
Page, North Dakota

Gerald Melvin  
Manager  
Buffalo, North Dakota

Carin Hoch  
Vice President  
NuStar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
San Antonio, TX 78257

Dear Carin:

RE: *Utility Permit* for NuStar Pipeline Operating Partnership L.P. to install an 8" petroleum products pipeline and related appurtenances under the Maple River in Section 21 of Raymond Township

Enclosed please find a copy of the above referenced permit, which has been approved by the Maple River Water Resource District, subject to the following conditions:

1. There shall be no excavation within the river channel, on the river banks, or within 50 feet of the river bank daylight.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
4. The carrier pipe shall be bored horizontally below the river at a constant elevation for a distance of 50 feet beyond each river bank daylight.
5. The top of the carrier pipe shall be a minimum of 3 feet below the river bottom.
6. The utility shall not be installed below any existing structures, bridges, or culverts.

If you have any questions, please feel free to contact us.

Thank you.

Sincerely,

MAPLE RIVER WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosure

Carol Harbeke Lewis  
Secretary-Treasurer

1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
FAX 701-298-2397  
[wrд@casscountynд.gov](mailto:wrд@casscountynд.gov)  
[www.casscountynд.gov](http://www.casscountynд.gov)

COPY

MAPLE RIVER WATER RESOURCE DISTRICT  
UTILITY PERMIT

NuStar Pipeline Operating Partnership L.P., a Limited Partnership, Delaware with a post office address of 19003 IH-10 West, San Antonio, Texas 78257 ("Applicant"), applies for this Permit to install an 8" petroleum products pipeline and related appurtenances under the Maple River (the "Drain") on right of way or facilities owned by the Maple River Water Resource District (the "District"), as shown on the plans attached as **Exhibit A** ("Applicant's Utilities").

Applicant may install Applicant's Utilities under the river as specifically shown on **Exhibit A**. Installation, operation, and maintenance of Applicant's Utilities on the District's right of way will conform to the following provisions:

1. Applicant will complete construction and maintenance at Applicant's sole expense.
2. Applicant will place Applicant's Utilities at the designated depth below the original design grade as set forth in the plans attached as **Exhibit A**.
3. Within 30 days after construction, maintenance, relocation, or removal of Applicant's Utilities, Applicant will remove any right of way scars; Applicant will restore any disturbed areas to original condition; and Applicant will re-seed the vicinity disturbed by Applicant's activities. Applicant will maintain any disturbed areas for a period of one year from the date of completion.
4. Applicant will install marker posts at all Drain crossings on the right of way line, or at any other point as designated by the District.
5. Applicant will complete installation, maintenance, relocation, and/or removal of Applicant's Utilities on the District's right of way in a manner satisfactory to the District.
6. The District will not be liable for any damages to the Applicant's Utilities resulting from reconstruction or maintenance of the Drain or any of the District's facilities or right of way. To the extent permitted by law and to the extent caused by negligence of Applicant. Applicant will release, defend, indemnify, and hold harmless the District, and all of the District's employees, officers, agents, and representatives, from and against any and all claims, demands, causes of action, or demands for relief, including costs, expenses,

and attorney's fees, that may arise out of or result from any acts or omissions regarding this Permit or Applicant's installation or maintenance of Applicant's Utilities, or any accident, injury, or damage to person, property, or equipment as a result of Applicant's entry upon or use of the District's right of way or property.

7. Applicant, at Applicant's own cost, will repair or replace the District's structure, facilities, right of ways, or any other property owned by the District which may be damaged as a result of Applicant's installation and maintenance of Applicant's Utilities on the District's right of way, or otherwise as a result of Applicant's entry upon on or use of the District's right of way.
8. Applicant will promptly relocate Applicant's Utilities from the District's right of way, or will adjust Applicant's Utilities, all at Applicant's sole cost and expense upon notice from the District, as necessary for the purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the Drain.
9. Applicant will be solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of any other federal, state, county or local governments or governmental entities which may be applicable regarding Applicant's Utilities or Applicant's activities. Further, Applicant will be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding Applicant's Utilities or Applicant's activities under this Permit.
10. Applicant will be solely responsible for all costs and expenses associated with complying with Applicant's obligations under this Permit.
11. Applicant will not transfer or assign this Permit, nor any of Applicant's rights or obligations under this Permit, without the express written consent of the District.
12. Upon Applicant's completion of installation of Applicant's Utilities, Applicant will notify the District and the District, in its discretion, may require an inspection of Applicant's Utilities to ensure compliance with this Permit. Applicant will be responsible for the District's costs associated with the inspection; following an inspection, the District will provide Applicant with notice of costs incurred and Applicant will reimburse the District within 60 days.
13. If Applicant fails to perform any of Applicant's obligations under this Permit within a reasonable time following request or demand from the District, the District may perform Applicant's obligations and may recover its costs incurred by assessing the costs against any property owned by Applicant in

Cass County, North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection.

14. The failure or delay of the District to insist on the timely performance of any of the terms of this Permit, or the waiver of any particular breach of any of the terms of this Permit, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred. Upon the occurrence of any default by Applicant, the District may, immediately and without the need for any prior notice, enforce the provisions of this Permit and may take any and all other actions necessary, in law or in equity, to collect all amounts due under this Permit or to enforce any of Applicant's other obligations under this Permit. The remedies provided for in this Permit are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Applicant will be responsible for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Permit, or incurred in litigating the terms or validity of this Permit.

15. Special Conditions:

See attached.

Applicant agrees to the above terms and conditions. This application will become effective as a Permit upon execution by both Applicant and the District.

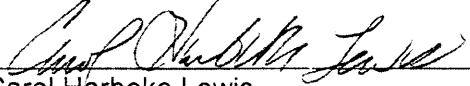
APPLICANT:  
NuStar Pipeline Operating Partnership L.P.  
By and through its general partner,  
NuStar Pipeline Company, LLC

By: *Chris Hoch*

Its: Vice - President

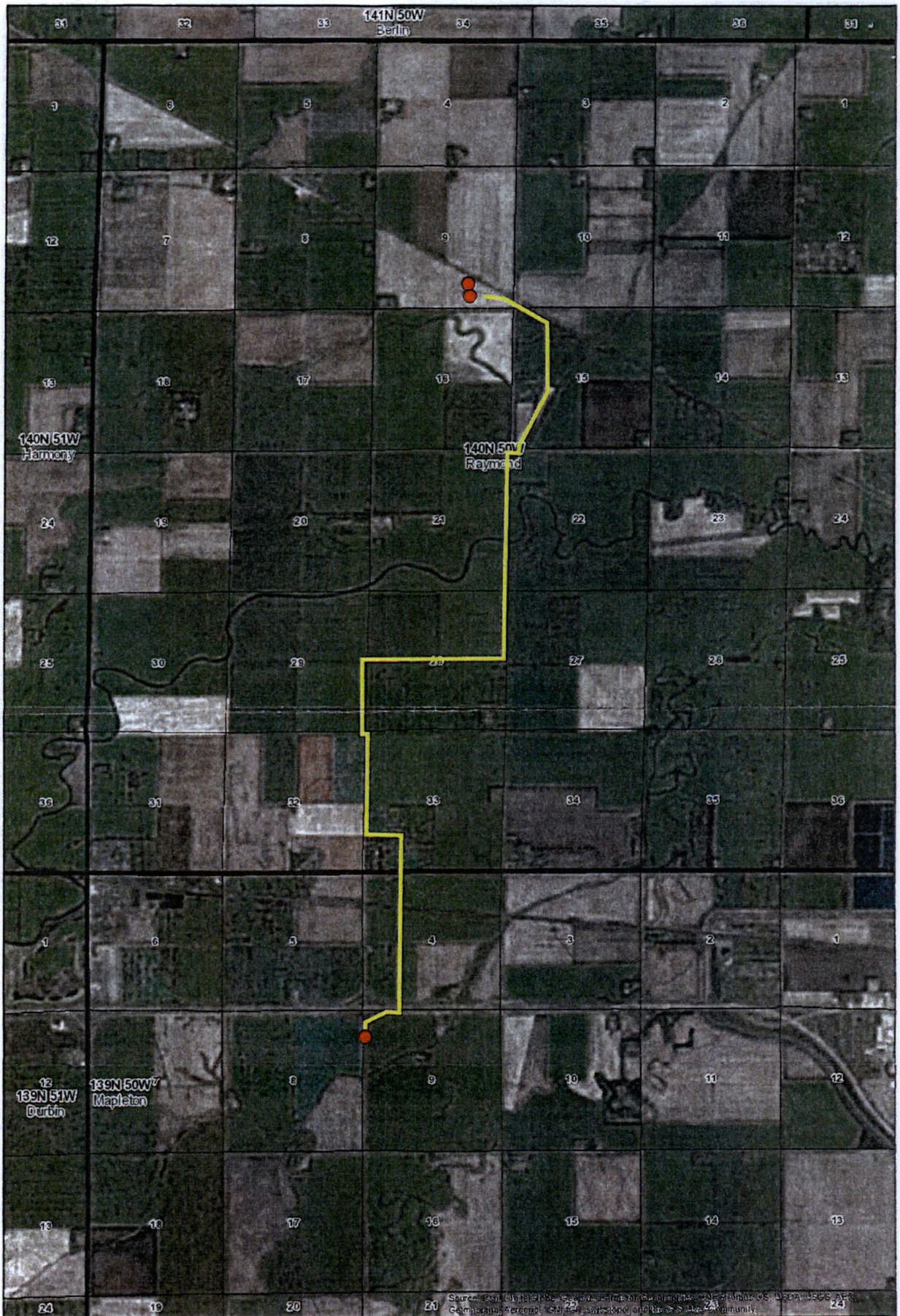


MAPLE RIVER WATER  
RESOURCE DISTRICT

  
\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date Approved: 12-3-15

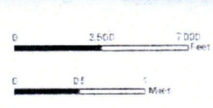
**EXHIBIT A**  
**Applicant's Plans**



www.ulteig.com  
 888-858-3441  
 info@ulteig.com



**Secured Route**  
 7/16/2015  
 7-16-2015





**CONDITIONS TO UTILITY PERMIT FOR  
NUSTAR PIPELINE OPERATING LP  
UNDER THE MAPLE RIVER IN SECTION 21 OF RAYMOND TOWNSHIP  
DECEMBER 3, 2015**

1. There shall be no excavation within the river channel, on the river banks, or within 50 feet of the river bank daylight.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
4. The carrier pipe shall be bored horizontally below the river at a constant elevation for a distance of 50 feet beyond each river bank daylight.
5. The top of the carrier pipe shall be a minimum of 3 feet below the river bottom.
6. The utility shall not be installed below any existing structures, bridges, or culverts.

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective December 17, 2015 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**, a Delaware limited partnership ("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) pipeline, 7.981 inches in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Mapleton, County of Cass, State of North Dakota, Line Segment 0026, Mile Post 17.92 as shown on the attached Drawing No. 64928, dated November 30, 2015, 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 refined petroleum products (limited to liquid gasoline, diesel, kerosene, propane, butane, natural gasoline and jet fuel with such commodity changing based upon market demands thereof). 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, as compensation for this license, the sum of the sum of Four Thousand Eight Hundred Ninety-Four and No/100 Dollars (**\$4,894.00**) for the first year this License is in effect, and the annual sum of Two Thousand and No/100 Dollars (**\$2,000.00**) beginning with the second year this License is in effect, payable annually and in advance. Licensor reserves the right to implement a reasonable increase as conditions warrant, but shall not exceed 3% of the current annual sum. Billing or acceptance by Licensor of any licensing fee shall not imply a definite term or otherwise restrict either party from canceling this License as provided herein.

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 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 *801 Main Ave, Fargo, ND 58102, telephone (701) 280-7232*, 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) "Indemnitees" 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 per occurrence, 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 Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS (\$5,000,000) per claim including but not limited to the following:

- Coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- Coverage for property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Coverage for defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.
- 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.
- Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.
- Amend the definition of Property Damage to provide coverage for natural resource damage.

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 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 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.BNSFcontractor.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

Licensors 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 WARRANTIES**

18. **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  
2301 Lou Menk Drive, GOB-3W  
Fort Worth TX 76131  
Attn: Senior Manager Real Estate
- If to Licensee: NuStar Pipeline Operating Partnership L.P.  
19003 IH-10, West  
San Antonio, TX 78257
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: BNSF Railway Company  
2301 Lou Menk Drive, GOB-3W  
Fort Worth TX 76131

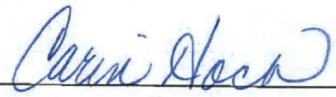
By:   
Kurt Geringer  
Title: General Director Real Estate

Date: 12/17/15

**LICENSEE:**

**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.** a Delaware limited partnership

By and through its general partner Nustar Pipeline Company, LLC, a Delaware limited liability corporation  
19003 IH-10, West  
San Antonio, TX 78257

By:   
Title: Vice-President

Date: 12/3/2015



**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND

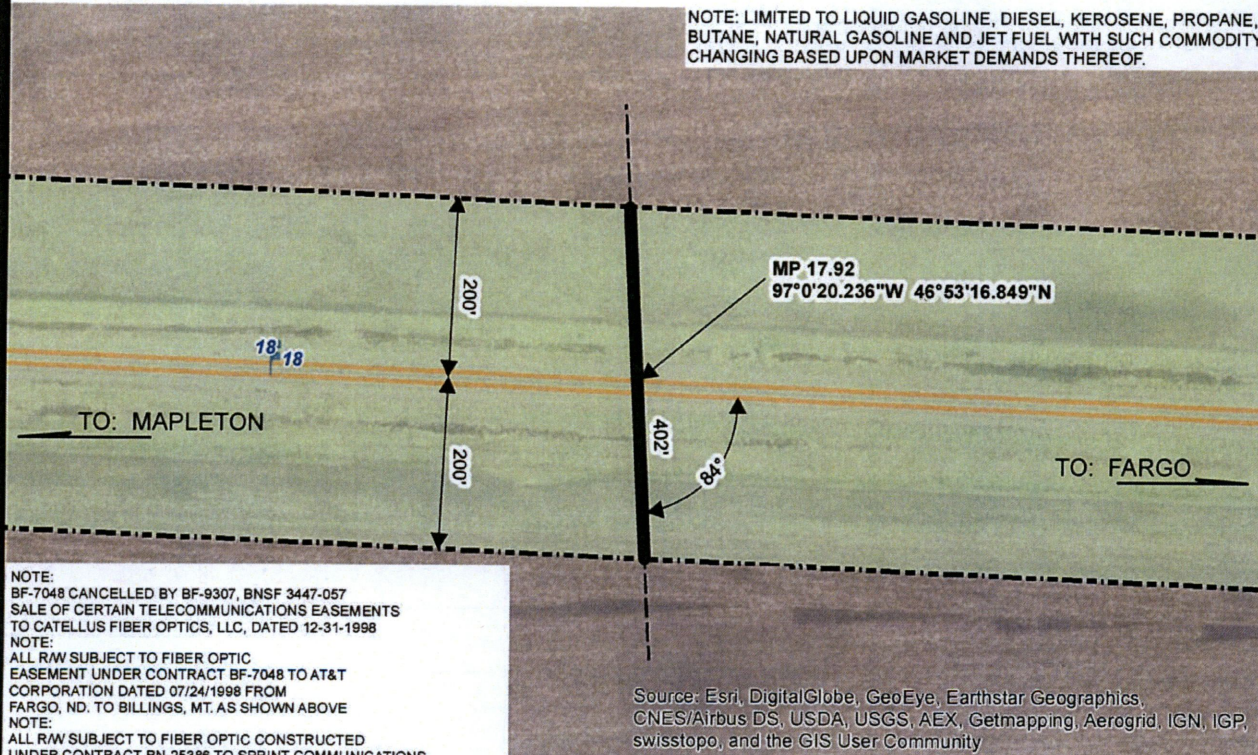


**NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**

SCALE: 1 IN. = 200 FT.  
TWIN CITIES DIV.  
K O SUBDIV.  
 L.S. 0026 MP 17.92  
 DATE 11/30/2015

SECTION: 4  
 TOWNSHIP: 139N  
 RANGE: 50W  
 MERIDIAN: 5PM

NOTE: LIMITED TO LIQUID GASOLINE, DIESEL, KEROSENE, PROPANE, BUTANE, NATURAL GASOLINE AND JET FUEL WITH SUCH COMMODITY CHANGING BASED UPON MARKET DEMANDS THEREOF.



NOTE:  
 BF-7048 CANCELLED BY BF-9307, BNSF 3447-057  
 SALE OF CERTAIN TELECOMMUNICATIONS EASEMENTS  
 TO CATELLUS FIBER OPTICS, LLC, DATED 12-31-1998  
 NOTE:  
 ALL R/W SUBJECT TO FIBER OPTIC  
 EASEMENT UNDER CONTRACT BF-7048 TO AT&T  
 CORPORATION DATED 07/24/1998 FROM  
 FARGO, ND, TO BILLINGS, MT. AS SHOWN ABOVE  
 NOTE:  
 ALL R/W SUBJECT TO FIBER OPTIC CONSTRUCTED  
 UNDER CONTRACT BN-25386 TO SPRINT COMMUNICATIONS,  
 DATED 2/18/1998 FROM FARGO, N.D TO SPOKANE, WA,  
 AS SHOWN ABOVE, AND SUBSEQUENTLY COVERED BY FIBER  
 OPTIC ESM'T NO. S-13917, BN-10030-05 TO US SPRINT, DATED 7/19/1991

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD**

|                         | CARRIER PIPE                    | CASING PIPE |                                | CARRIER PIPE    | CASING PIPE              |
|-------------------------|---------------------------------|-------------|--------------------------------|-----------------|--------------------------|
| SIZE:                   | <u>7.981"</u>                   | -           | LENGTH ON R/W:                 | <u>402'</u>     | -                        |
| CONTENTS:               | REFINED PETROLEUM PRODUCTS      |             | WORKING PRESSURE:              | <u>1300 PSI</u> |                          |
| PIPE MATERIAL:          | <u>STEEL</u>                    | -           | BURY: BASE/RAIL TO TOP OF PIPE |                 | <u>30'</u>               |
| SPECIFICATIONS / GRADE: | <u>API 5L X42</u>               | -           | BURY: NATURAL GROUND           |                 | <u>8'</u>                |
| WALL THICKNESS:         | <u>0.322"</u>                   | -           | BURY: ROADWAY DITCHES          |                 | <u>8'</u>                |
| COATING:                | <u>20-30 MILS FBE &amp; ARO</u> | -           | CATHODIC PROTECTION            |                 | <u>IMPRESSED CURRENT</u> |

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

NOTE: PIPE TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

**NEAR MAPLETON  
 COUNTY OF CASS**

**STATE OF ND**

**JNC**

MAP REF. 161270