

Casey A. Furey  
100 West Broadway, Suite 250  
P.O. Box 2798  
Bismarck, ND 58502-2798  
701.223.6585  
cfurey@crowleyfleck.com

*Via Electronic Mail*

June 22, 2020

Mr. Steve Kahl  
Executive Director  
North Dakota Public Service Commission  
600 E. Boulevard, Dept. 408  
Bismarck, North Dakota 58505-0480  
ndpsc@nd.gov

**In re: Northern Divide Wind, LLC  
Northern Divide Wind 345-kV Transmission Line  
Case No. PU-19-377  
Our Matter No. 035218-000045**

Dear Mr. Kahl:

On behalf of Northern Divide Wind, LLC, please find enclosed for filing in Case No. PU-19-377 electronic copies of the following:

- North Dakota Dept. of Transportation Utility Crossing Permits;
- Road Use Agreements (Burke County, Keller Township, Harmonious Township); and,
- Stormwater Pollution Prevention Plan.

Please feel free to contact me with any questions.

Sincerely,

CROWLEY FLECK PLLP

  
Casey A. Furey

Enc.

cc: Tracy Davis (via e-mail)  
Jerry Lein (via e-mail)

180 PU-19-377 Filed 06/23/2020 Pages: 145

Permits - electronic only  
Northern Divide Wind, LLC  
Casey Furey, Crowley Fleck, PLLP

## ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 7th day of May, 2019 ("**Effective Date**") by and between the Burke County, whose address for purposes of this Agreement is P.O. Box 310, Bowbells, North Dakota 58721 ("**County**") and Burke Wind, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

### RECITALS

WHEREAS, Wind Operator is developing a commercial wind turbine electrical generation facility ("**Project**") on a site located in Burke County, North Dakota, with approximately seventy six (76) wind turbine generators and an expected total nameplate capacity of approximately 200 megawatts ("**MW**"); and

WHEREAS, Wind Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is **Clay Cameron, (561) 267-5044**.

b. At least sixty (60) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying turbine locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Erect permanent markers indicating the presence of the Cables and install tape in any trench in which Wind Operator has placed or will place Cables in a County right-of-way. Any permanent markers in County Right of Way shall be approved prior to placement by the Burke County Road Supervisor. All Cables shall be buried at a minimum depth of forty-eight (48) inches below the road surface;

e. Notify the County Highway Superintendent in advance of all oversize transportation and crane crossings over, across or along any Road;

f. Transport or cause to be transported the tower segments and other oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

g. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than twenty-four (24) hours notice when reasonably practicable and will provide all materials necessary to close the Road;

h. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

i. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or an Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible. When requested by the Burke County Road Supervisor, make repairs to the roadway during construction period in order to ensure the integrity of the roadway is maintained;

j. Cables may cross a road, in which case, these Cables will be bored under the road, buried at a minimum depth of forty-eight (48) inches below the road surface and the crossing shall be restored promptly to its pre-construction condition. All road crossings shall conform to Burke County Standards and bore permits shall be obtained prior to crossing any county road;

k. Shall comply with all load size and weight restrictions and regulations of Burke County.

2. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate a County representative with authority to represent the County at **Kenny Tetrault, (701) 339-2455**;

b. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair;

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A and B**;

d. Timely review and approve plans for all Project-related utility encroachments on County rights-of way; which are submitted by Wind Operator in accordance with **Exhibit A and B**;

e. Authorize the designated County representative to agree on behalf of County to revisions to **Exhibit A and B** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Wind Operator.

3. Planning Inventory

a. Evaluation of Roads

1. Initial Evaluations. As soon as practicable after the execution of this Agreement, but in any event prior to the commencement of Project construction and before delivery of materials and equipment to the Project, Wind Operator shall, at its own expense, hire a mutually agreed upon third party qualified independent engineer (“**Qualified Engineer**”) to inspect and structurally assess all Roads and to provide a report (the “**Initial Evaluation**”). The Initial Evaluation shall include or address the following:

i. The Qualified Engineer shall determine if the Roads have the structural capacity to carry the loads generated by Wind Operator.

ii. If the Qualified Engineer determines that the Roads are insufficient to carry the loads generated by Wind Operator, the Qualified Engineer shall provide a recommendation to the Wind Operator and County as to how the Roads will be made sufficient. All cost associated with making the Roads sufficient for the Wind Operator shall be the responsibility of the Wind Operator.

2. Updates to Exhibit B. If Wind Operator submits an updated version of **Exhibit B** to County, County and Wind Operator shall perform an Initial Evaluation with respect to each additional Road that Wind Operator has included in **Exhibit B** as a Road. The costs of each Initial

Evaluation will be borne by Wind Operator. Additional evaluations shall be conducted only in the event the Parties mutually agree.

b. Road Inventory

1. Pre-Construction Inventory. No later than **June 1, 2019**, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse the County for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of each phase of the Project, representatives of the County and Wind Operator will perform a post-construction inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the County and Wind Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to make any or all repairs necessary to return the roads to a pre-construction condition, at its sole cost and expense. Within ten (10) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to the County identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

c. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and the County shall review and approve the same in accordance with Section 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This

indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

b. Limitations of Liability. In no event shall Wind Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. End of Project Life. Should Wind Operator decide to substantially disassemble and/or abandon the Project and the result of such activity would require use of the Roads, Wind Operator agrees to return the Roads to the same or better condition than they were on the day the end of the Project began, with all costs associated to be borne solely by Wind Operator.

6. Miscellaneous

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

k. Failure of County or Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Whenever in this Agreement the approval or consent of either County or Wind Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

m. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

**Wind Operator:**

Burke Wind, LLC  
a Delaware limited liability company

By:   
John Di Donato, Vice President


**County:**

By:   
Name: Allen L. Ryberg  
Title: Chairman

**ATTEST:**

By:   
Jeanine Jensen, Burke County Auditor

**Approved as to Form:**

By:   
Amber J. Fiesel  
Burke County State's Attorney

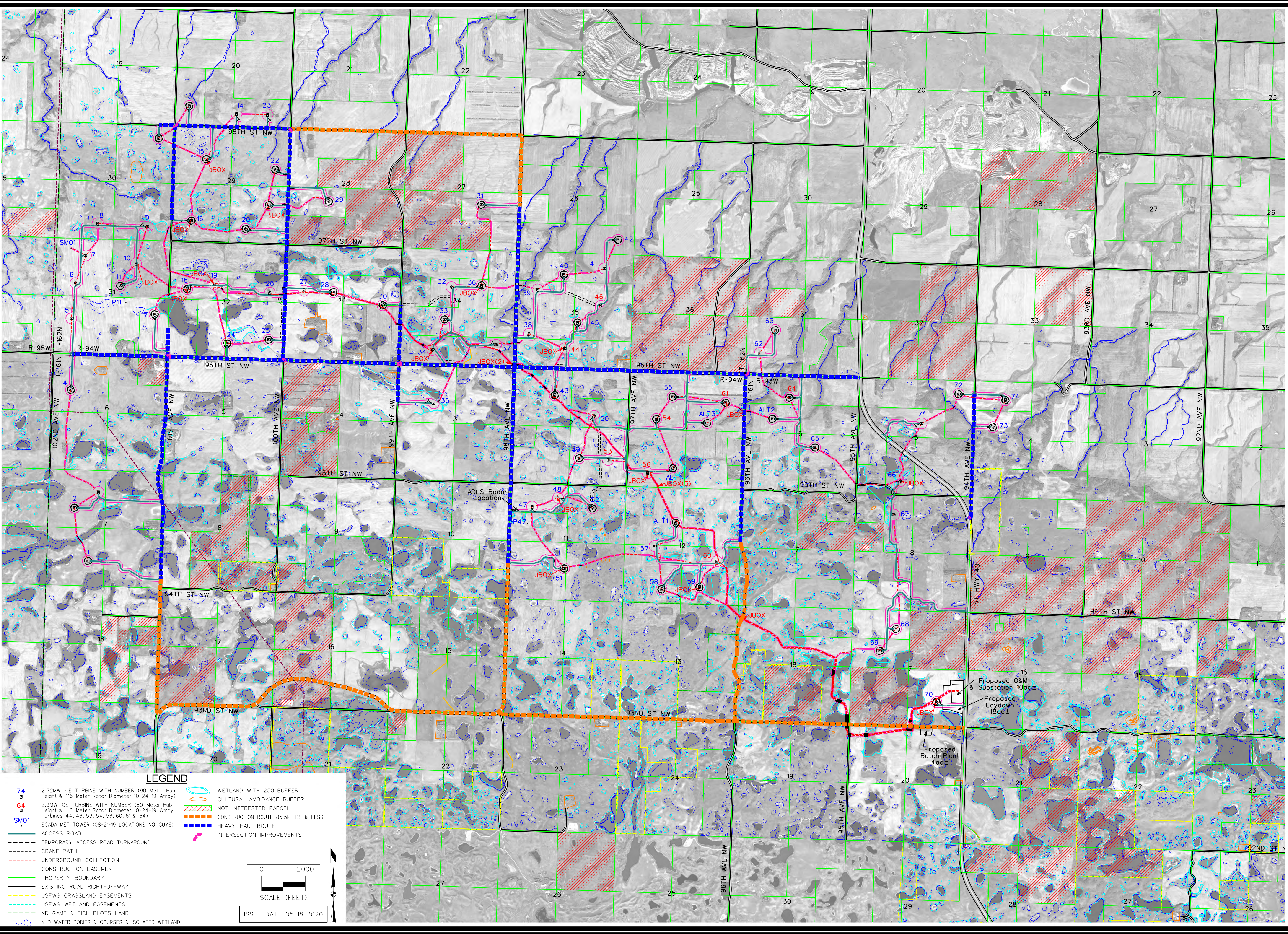
**EXHIBIT A**

**Preliminary Site Plan**

**EXHIBIT B**

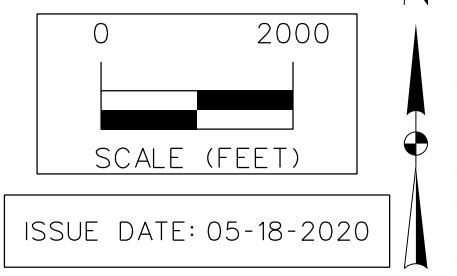
**Preliminary Transportation Route**

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**LEGEND**

<b>74</b>	2.72MW GE TURBINE WITH NUMBER (90 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array)		WETLAND WITH 250' BUFFER
<b>64</b>	2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 56, 60, 61 & 64)		CULTURAL AVOIDANCE BUFFER
<b>SM01</b>	SCADA MET TOWER (08-21-19 LOCATIONS NO GUYS)		NOT INTERESTED PARCEL
	ACCESS ROAD		CONSTRUCTION ROUTE 85.5k LBS & LESS
	TEMPORARY ACCESS ROAD TURNAROUND		HEAVY HAUL ROUTE
	CRANE PATH		INTERSECTION IMPROVEMENTS
	UNDERGROUND COLLECTION		
	CONSTRUCTION EASEMENT		
	PROPERTY BOUNDARY		
	EXISTING ROAD RIGHT-OF-WAY		
	USFWS GRASSLAND EASEMENTS		
	USFWS WETLAND EASEMENTS		
	ND GAME & FISH PLOTS LAND		
	NHD WATER BODIES & COURSES & ISOLATED WETLAND		



MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: MGG	Scale: 1"= 2000'	
Technician: DW	Date: 09-05-17	Field Bk:	Pg:
Project No: 1170725			Sheet 1 of 1

**NEXTERA ENERGY - NORTHERN DIVIDE WIND**

**HAUL ROUTE SITE PLAN**

**BURKE COUNTY, NORTH DAKOTA**

**SNYDER & ASSOCIATES, INC.**

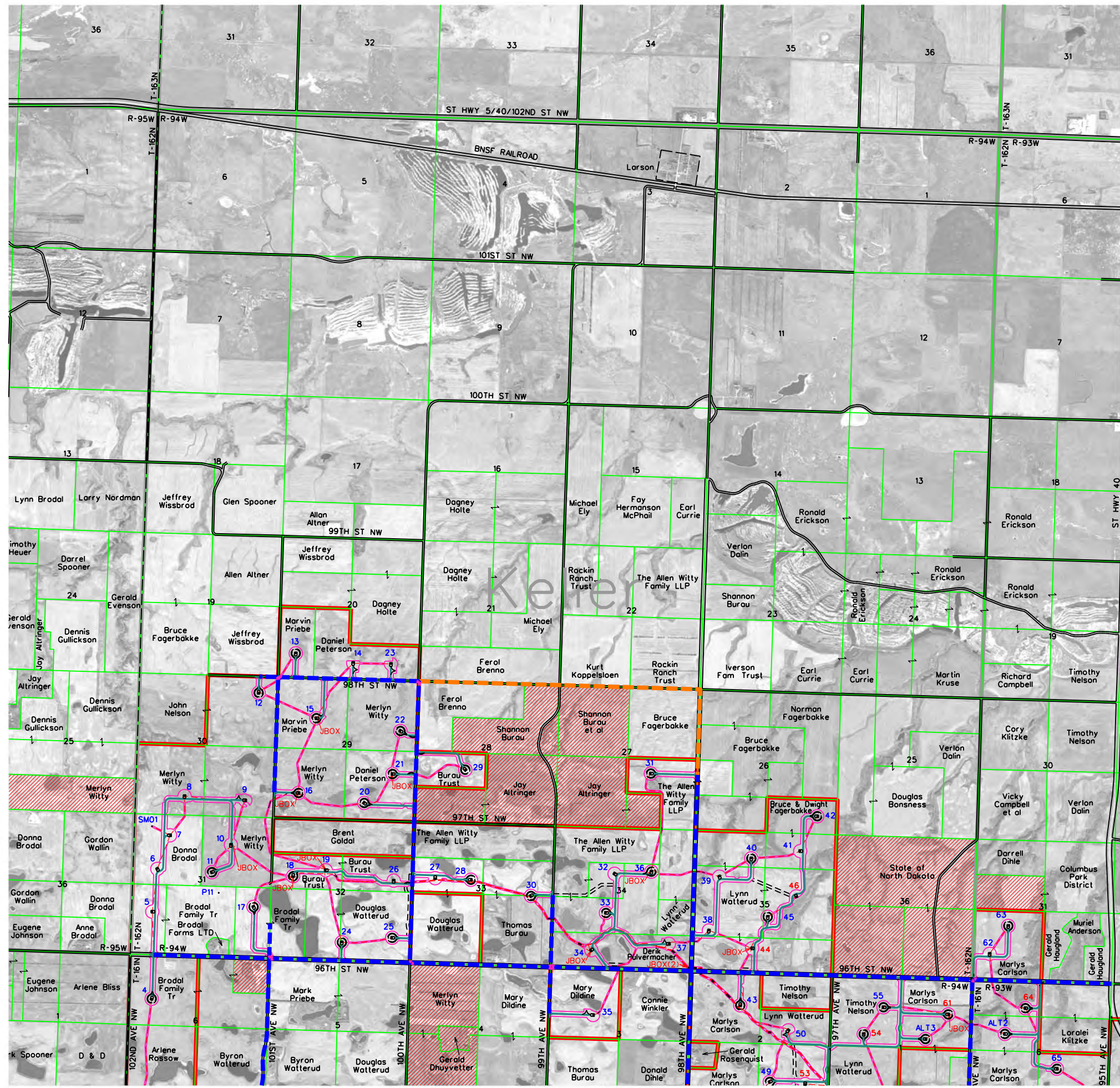
1751 MADISON AVENUE  
COUNCIL BLUFFS, IA 51503  
712-322-3202 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

Project No: 1170725

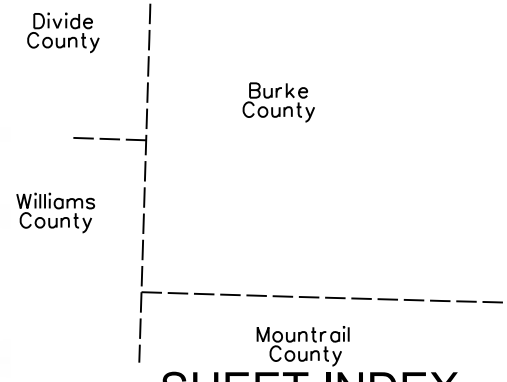
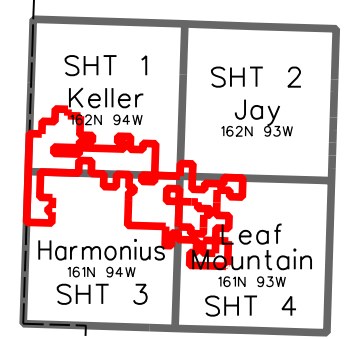
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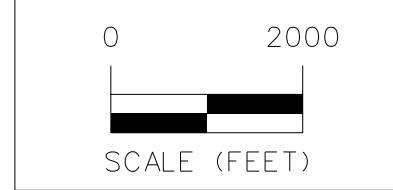


### LEGEND

- 74 2.72MW GE TURBINE WITH NUMBER (90 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array)
- 64 2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 56, 60, 61 & 64)
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- ACCESS ROAD
- TEMPORARY ACCESS ROAD TURNAROUND
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- NOT INTERESTED PARCEL
- PENDING PARCEL
- PROJECT BOUNDARY
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- INTERSECTION IMPROVEMENTS



### SHEET INDEX



ISSUE DATE: 05-18-2020

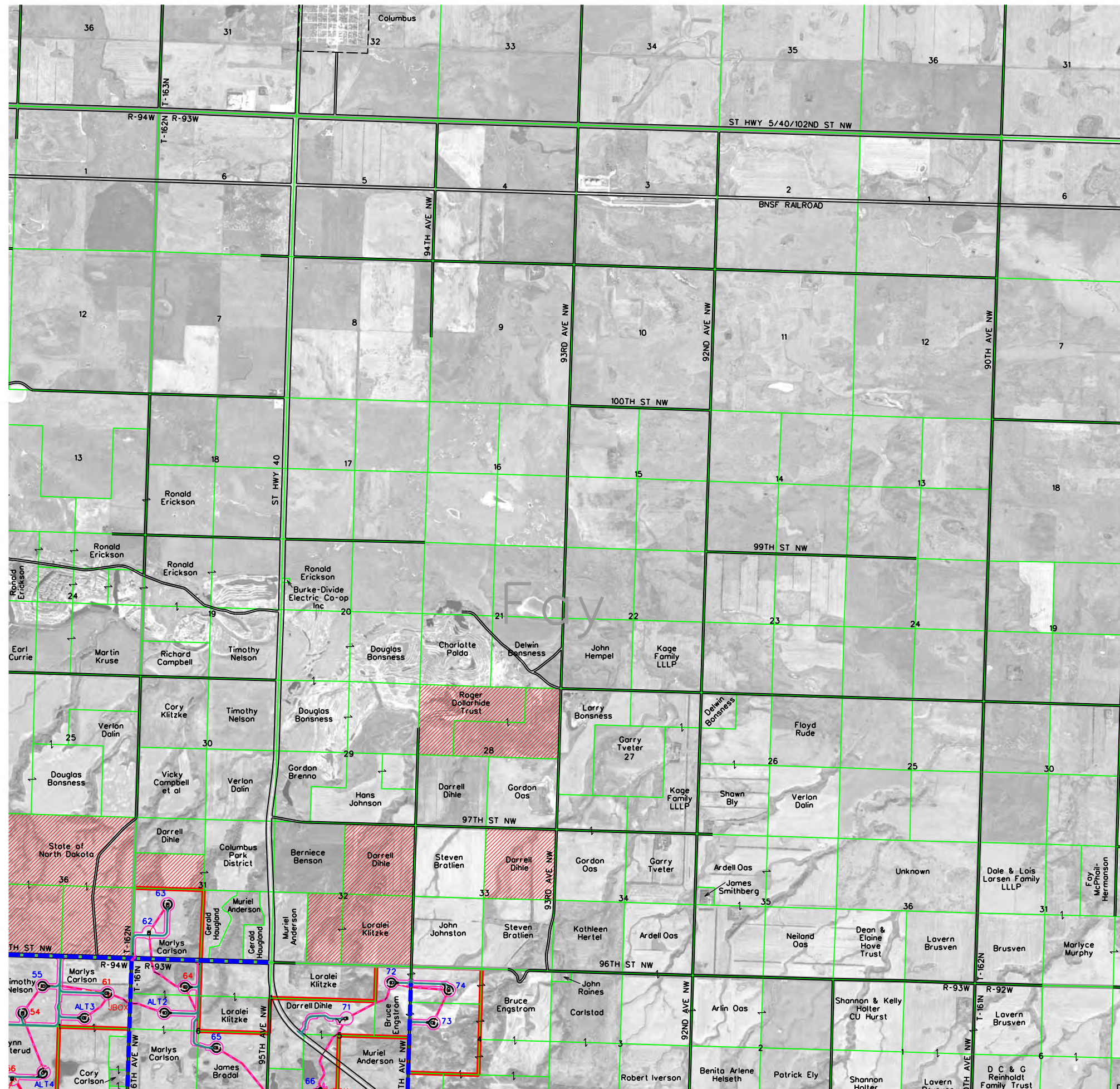
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Technician: DW	Date: 05-01-20		Project No: 1170725

**NEXTERA ENERGY - NORTHERN DIVIDE WIND**  
 BURKE COUNTY, NORTH DAKOTA  
 1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
 712-322-3202 | www.snyder-associates.com

**RUA SITE PLAN - KELLER TWP 162N, RNG 94W**  
**SNYDER & ASSOCIATES, INC.**

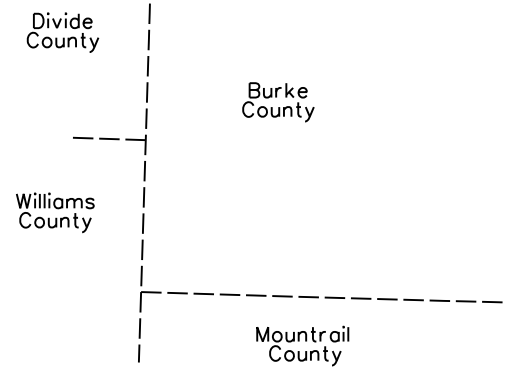
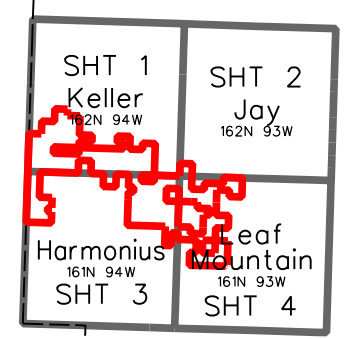


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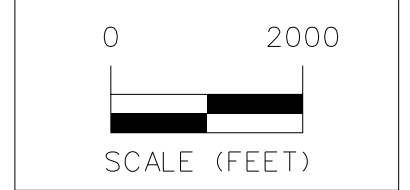


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ISSUE DATE: 05-18-2020

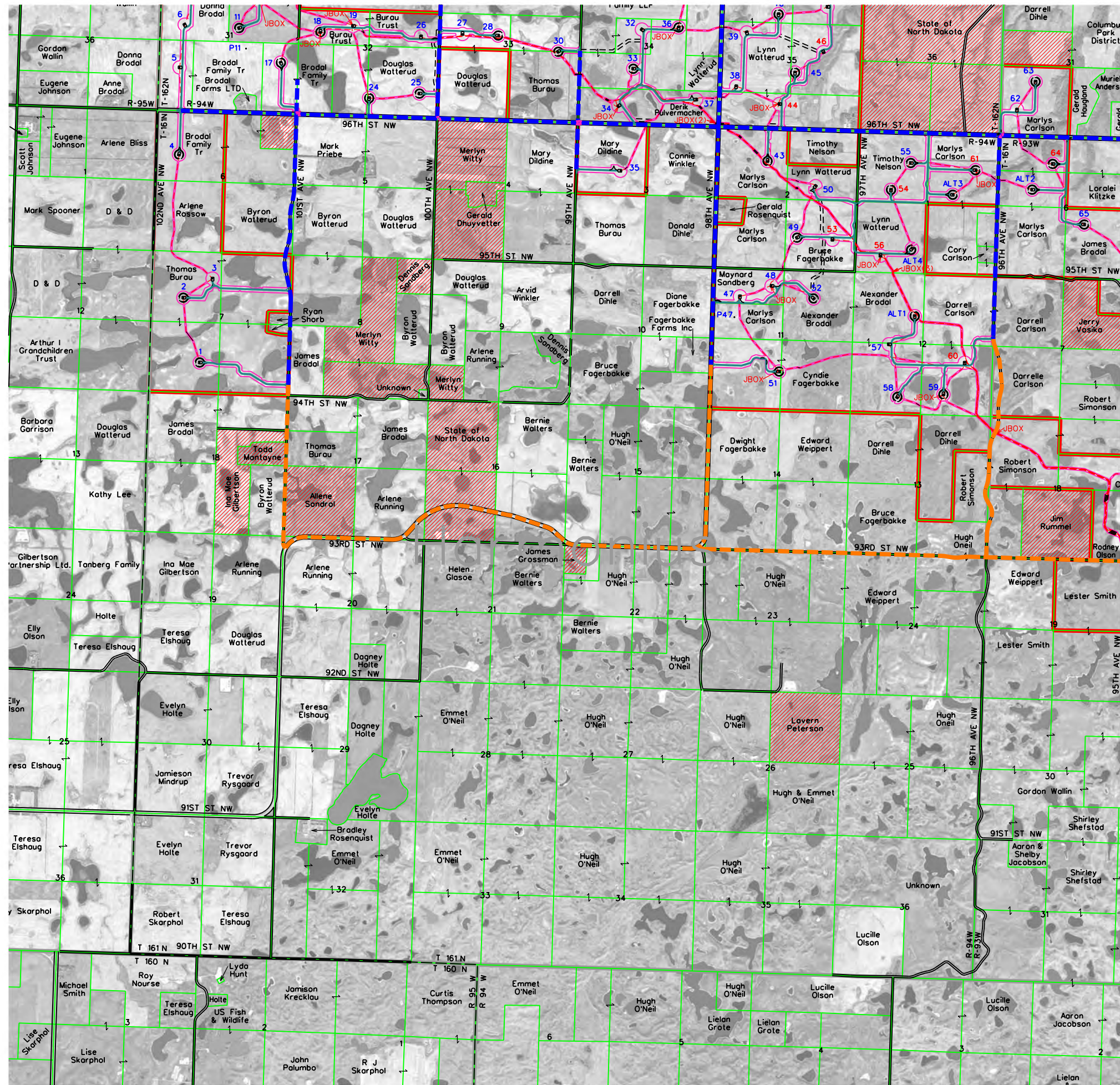
**NEXTERA ENERGY - NORTHERN DIVIDE WIND**  
**RUA SITE PLAN - FAY TWP 162N, R162W, R93W**  
**BURKE COUNTY, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**  
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 712-322-3202 | www.snyder-associates.com



MARK	REVISION	DATE	BY
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Technician: DW	Date: 05-01-20		Project No: 1170725

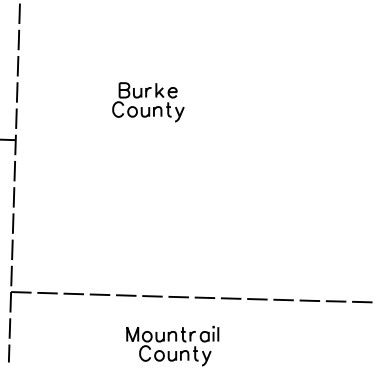
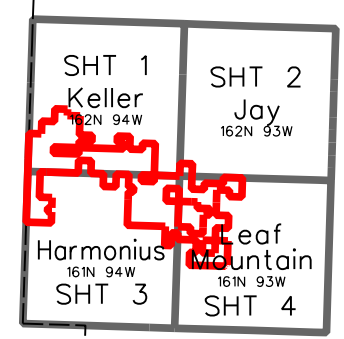
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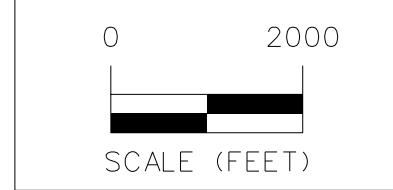


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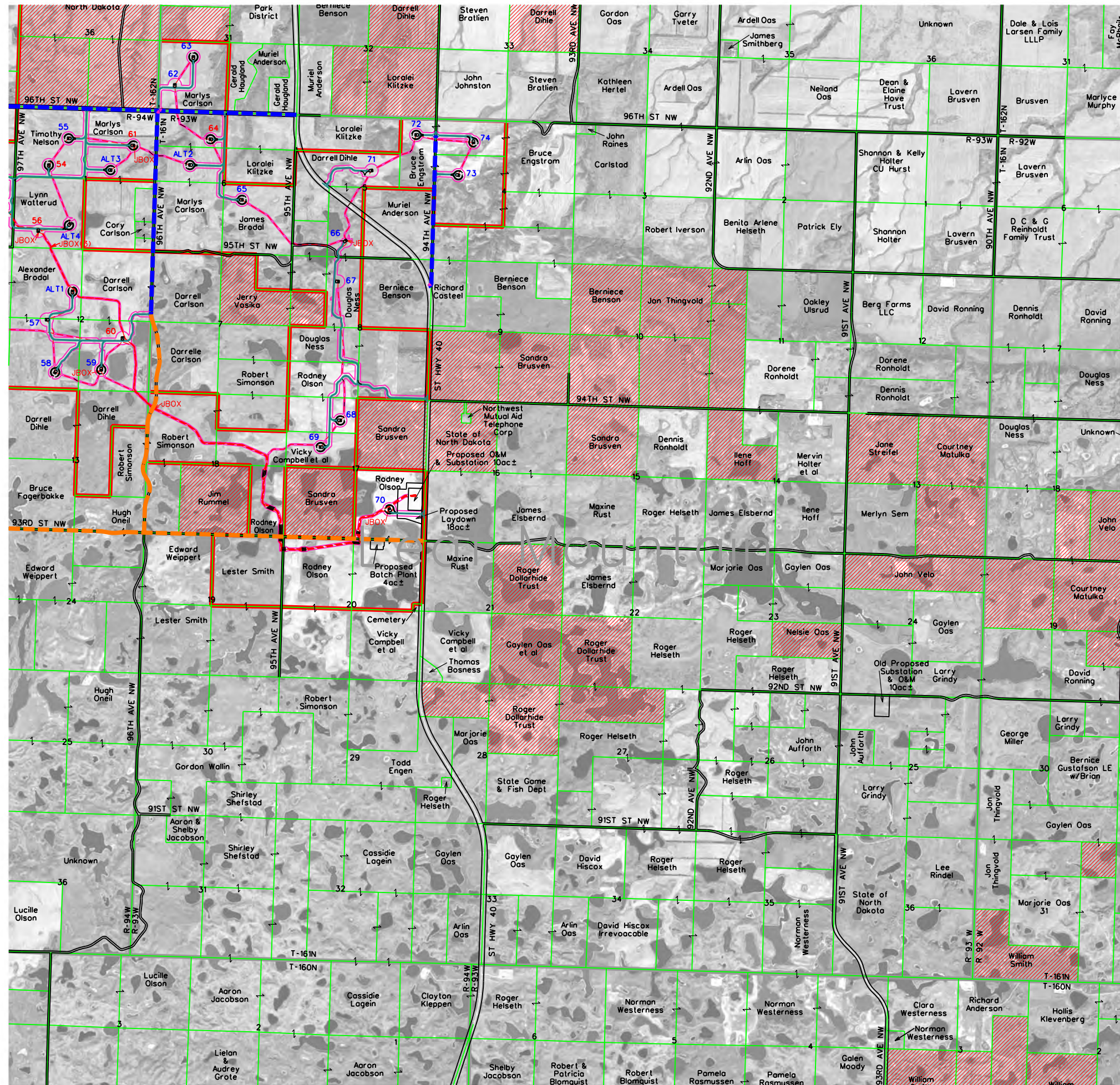
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**NEXTERA ENERGY - NORTHERN DIVIDE WIND**  
**RUA SITE PLAN - HARMONIUS TWP 161N, RNG 94W**  
**BURKE COUNTY, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**  
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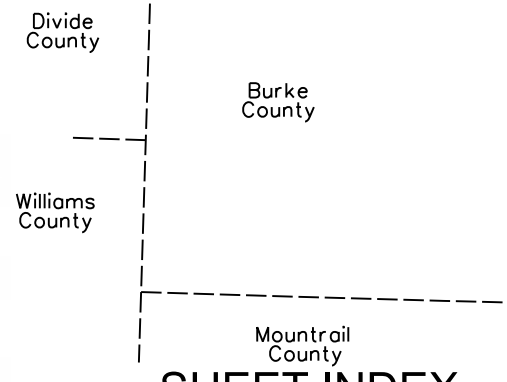
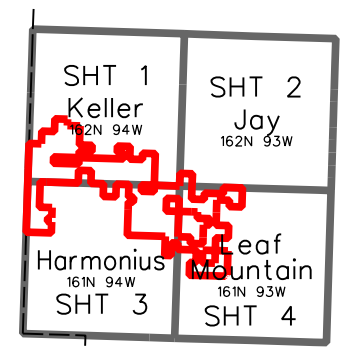
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Technician: DW	Date: 05-01-20	Project No: 1170725	Sheet 3 of 4

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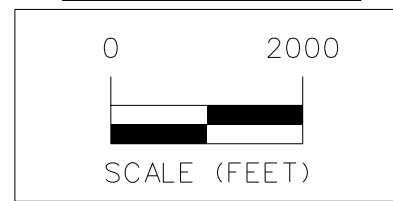


### LEGEND

- 74 2.72MW GE TURBINE WITH NUMBER (90 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array)
- 64 2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 56, 60, 61 & 64)
- SM01 SCADA MET TOWER (08-21-19 LOCATIONS NO GUYS)
- ACCESS ROAD
- TEMPORARY ACCESS ROAD TURNAROUND
- CRANE PATH
- UNDERGROUND COLLECTION
- CONSTRUCTION EASEMENT
- PROPERTY BOUNDARY
- EXISTING ROAD RIGHT-OF-WAY
- NOT INTERESTED PARCEL
- PENDING PARCEL
- PROJECT BOUNDARY
- CONSTRUCTION ROUTE 85.5k LBS & LESS
- HEAVY HAUL ROUTE
- INTERSECTION IMPROVEMENTS



### SHEET INDEX



ISSUE DATE: 05-18-2020

**NEXTERA ENERGY - NORTHERN DIVIDE WIND**  
**RUA SITE PLAN - LEAF MOUNTAIN TWP 161N, RNG 93W BURKE COUNTY, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**



MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: MGG	Scale: 1" = 2000'	Field No:
Technician: DW	Date: 05-01-20		Project No: 1170725
			Sheet 4 of 4

## ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 10 day of June, 2020 ("**Effective Date**") by and between Keller Township, whose address for purposes of notice is 9707 Co Road 6, Columbus, ND 58727 ("**Township**"), and Northern Divide Wind, LLC, a Delaware limited liability company, whose address for purposes of notice is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

### RECITALS

WHEREAS, Wind Operator is developing a commercial wind turbine electrical generation facility ("**Project**") on a site located in Burke County, North Dakota, with approximately 74 wind turbine generators and an expected total nameplate capacity of approximately 200 megawatts ("**MW**"); and

WHEREAS, Wind Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by Township (collectively, the "**Roads**"), over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and Township wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is Clay Cameron at 561-267-5044.

b. At least sixty (60) days prior to beginning construction of the Project, provide Township with a preliminary site plan identifying site access points and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to Township for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements and restore the affected property to its original condition. Notwithstanding, to the extent agreed to by the affected landowner(s) and Township, the corner turning radii and associated improvements shall be left in place and not removed by Wind Operator;

d. Erect permanent markers indicating the presence of the Cables and install tape in any trench in which Wind Operator has placed or will place Cables in a Township right-of-way. All Cables shall be buried at a minimum depth of forty-eight (48) inches below the road surface. The determination of whether to bore or trench such Cables across section lines and roads will be made by the Qualified Engineer in consultation with the Township during the Evaluation of Roads in Section 3(a) below.

e. Notify Township Commissioners in advance of all oversize transportation and crane crossings over, across or along any Road;

f. Transport or cause to be transported the tower segments and other oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

g. Provide reasonable advance notice to Township when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than twenty-four (24) hours' notice when reasonably practicable and will provide all materials necessary to close the Road;

h. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by Township;

i. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or an Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

j. Wind Operator may bore a Cable crossing under improved asphalt and rock roads, to a minimum depth of forty-eight (48) inches below the road surface, subject to a road crossing permit and after approval of the Qualified Engineer in consultation with the Township shall determine during the Evaluation of Roads in Section 3(a) below;

2. Township, in accordance with the terms of this Agreement, agrees that it shall:

a. Designate a Township representative with authority to represent Township. As of the date of the Agreement, Township representative is \_\_\_\_\_  
\_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

b. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair. During construction, Township Roads that are minimum maintenance or no maintenance will be Wind Operator's sole responsibility for any and all repairs, upgrades, or maintenance, including snow removal. After construction, Wind Operator will be responsible for snow removal for their access purposes and damage caused by Wind Operator to Township Roads that are minimum maintenance or no maintenance

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A and B**;

d. Timely review and approve plans for all Project-related utility encroachments on Township rights-of way; which are submitted by Wind Operator in accordance with **Exhibit A and B**;

e. Authorize the designated Township representative to agree on behalf of Township to revisions to **Exhibit A and B** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to Township by or on behalf of Wind Operator.

3. Planning Inventory

a. Evaluation of Roads

1. Initial Evaluations. As soon as practicable after the execution of this Agreement, but in any event prior to the commencement of Project construction and before delivery of materials and equipment to the Project, Wind Operator shall, at its own expense, hire a mutually agreed upon third party qualified independent engineer ("**Qualified Engineer**") to inspect and structurally assess all Roads and to provide a report (the "**Initial Evaluation**"). The Initial Evaluation shall include or address the following:

i. The Qualified Engineer shall determine if the Roads have the structural capacity to carry the loads generated by Wind Operator.

ii. If the Qualified Engineer determines that the Roads are insufficient to carry the loads generated by Wind Operator, the Qualified Engineer shall provide a recommendation to the Wind Operator and Township as to how the Roads will be made sufficient. All cost associated with making the Roads sufficient for the Wind Operator shall be the responsibility of the Wind Operator.

2. Updates to Exhibit B. If Wind Operator submits an updated version of **Exhibit B** to Township, Township and Wind Operator shall perform an Initial Evaluation with respect to each additional Road that Wind Operator has included in **Exhibit B** as a Road. The costs of each Initial Evaluation will be borne by Wind Operator. Additional evaluations shall be conducted only in the event the Parties mutually agree.

b. Road Inventory

1. Pre-Construction Inventory. No later than July 30, 2020, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, Township will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse Township for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of the Project, the Qualified Engineer will perform a post-construction inventory, the methods of which shall be the same as those of the Pre-Construction Inventory described above to maintain a consistent comparison of pre and post construction conditions. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, Township and Wind Operator will mutually agree to the extent of the repairs or improvements needed to return the roads to a pre-construction (or better) condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to make any or all repairs necessary to return the roads to a pre-construction (or better) condition, at its sole cost and expense as documented in the comparison of the Pre-Construction Inventory and Post-Construction Inventory, but excluding repair caused by Township's negligence or intentional misconduct. In the event the Parties are unable to agree upon the required repairs needed to return the roads to pre-construction condition, the Parties agree that the Qualified Engineer will determine the repairs required. Within ten (10) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to Township identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

c. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and Township shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and Township shall review and approve the same in accordance with Section 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. **Indemnity.** Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

b. **Limitations of Liability.** In no event shall Wind Operator or any of its members, officers, directors or employees or Township or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. **Required Insurance.** Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. **End of Project Life.** Should Wind Operator decide to substantially disassemble and/or abandon the Project and the result of such activity would require use of the Roads, Wind Operator agrees to return the Roads to the same or better condition than they were on the day the end of the Project began, with all costs associated to be borne solely by Wind Operator.

6. **Miscellaneous**

a. **Remedies and Enforcement.** The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. **Due Authorization.** Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator.

Township hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Township.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

k. Failure of Township or Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

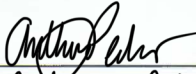
1. Whenever in this Agreement the approval or consent of either Township or Wind Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

*[remainder of page intentionally left blank]  
signatures begin on following page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

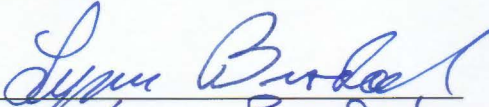
**Wind Operator:**

Northern Divide Wind, LLC,  
a Delaware limited liability company

By:   
Name: Anthony Pedroni  
Title: Vice President

**Township:**

Keller Township

By:   
Name: Lynn Brodal  
Title: Chair man

**EXHIBIT A**

**Preliminary Site Plan**

**EXHIBIT B**

**Preliminary Transportation Route – Roads to be Utilized by Project**





## ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 13 day of May, 2019 ("**Effective Date**") by and between Harmontious ("**Township**"), and Burke Wind, LLC, a Delaware limited liability company, whose address for purposes of notice is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

### RECITALS

WHEREAS, Wind Operator is developing a commercial wind turbine electrical generation facility ("**Project**") on a site located in Burke County, North Dakota, with approximately 76 wind turbine generators and an expected total nameplate capacity of approximately 200 megawatts ("**MW**"); and

WHEREAS, Wind Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by Township (collectively, the "**Roads**"), over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and Township wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:
  - a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is Clay Cameron at 561-267-5044.

b. At least sixty (60) days prior to beginning construction of the Project, provide Township with a preliminary site plan identifying site access points and road crossings, to be attached as **Exhibit A**, along with the preliminary transportation route for the Project equipment attached as **Exhibit B**, subject to amendment;

c. Provide plans to Township for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements and restore the affected property to its original condition. Notwithstanding, to the extent agreed to by the affected landowner(s) and Township, the corner turning radii and associated improvements shall be left in place and not removed by Wind Operator;

d. Erect permanent markers indicating the presence of the Cables and install tape in any trench in which Wind Operator has placed or will place Cables in a Township right-of-way. All Cables shall be buried at a minimum depth of forty-eight (48) inches below the road surface. The determination of whether ~~or not~~ to bore or trench such Cables across section lines and roads will be made by the Qualified Engineer in consultation with the Township during the Evaluation of Roads in Section 3(a) below.

e. Notify Township Commissioners in advance of all oversize transportation and crane crossings over, across or along any Road;

f. Transport or cause to be transported the tower segments and other oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

g. Provide reasonable advance notice to Township when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than twenty-four (24) hours' notice when reasonably practicable and will provide all materials necessary to close the Road;

h. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by Township;

i. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or an Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

j. Wind Operator may bore a Cable crossing under improved asphalt and rock roads, to a minimum depth of forty-eight (48) inches below the road surface, subject to a road crossing permit and after approval of the Qualified Engineer in consultation with the Township shall determine during the Evaluation of Roads in Section 3(a) below;

2. Township, in accordance with the terms of this Agreement, agrees that it shall:

a. Designate a Township representative with authority to represent Township. As of the date of the Agreement, Township representative is Emmet O'Neil  
at (701) 939-4881.

b. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair. During construction, Township Roads that are minimum maintenance or no maintenance will be Wind Operator's sole responsibility for any and all repairs, upgrades, or maintenance, including snow removal. After construction, Wind Operator will be responsible for snow removal for their access purposes and damage caused by Wind Operator to Township Roads that are minimum maintenance or no maintenance

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A and B**;

d. Timely review and approve plans for all Project-related utility encroachments on Township rights-of way; which are submitted by Wind Operator in accordance with **Exhibit A and B**;

e. Authorize the designated Township representative to agree on behalf of Township to revisions to **Exhibit A and B** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to Township by or on behalf of Wind Operator.

3. Planning Inventory

a. Evaluation of Roads

1. Initial Evaluations. As soon as practicable after the execution of this Agreement, but in any event prior to the commencement of Project construction and before delivery of materials and equipment to the Project, Wind Operator shall, at its own expense, hire a mutually agreed upon third party qualified independent engineer ("**Qualified Engineer**") to inspect and structurally assess all Roads and to provide a report (the "**Initial Evaluation**"). The Initial Evaluation shall include or address the following:

i. The **Qualified Engineer** shall determine if the Roads have the structural capacity to carry the loads generated by Wind Operator.

ii. If the **Qualified Engineer** determines that the Roads are insufficient to carry the loads generated by Wind Operator, the **Qualified Engineer** shall provide a recommendation to the Wind Operator and Township as to how the Roads will be made sufficient. All cost associated with making the Roads sufficient for the Wind Operator shall be the responsibility of the Wind Operator.

2. Updates to Exhibit B. If Wind Operator submits an updated version of **Exhibit B** to Township, Township and Wind Operator shall perform an Initial Evaluation with respect to each additional Road that Wind Operator has included in **Exhibit B** as a Road. The costs of each Initial Evaluation will be borne by Wind Operator. Additional evaluations shall be conducted only in the event the Parties mutually agree.

b. Road Inventory

1. Pre-Construction Inventory. No later than May 1 , 2019, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, Township will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse Township for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of the Project, the Qualified Engineer will perform a post-construction inventory, the methods of which shall be the same as those of the Pre-Construction Inventory described above to maintain a consistent comparison of pre and post construction conditions. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, Township and Wind Operator will mutually agree to the extent of the repairs or improvements needed to return the roads to a pre-construction (or better) condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to make any or all repairs necessary to return the roads to a pre-construction (or better) condition, at its sole cost and expense as documented in the comparison of the Pre-Construction Inventory and Post-Construction Inventory, but excluding repair caused by Township's negligence or intentional misconduct. In the event the Parties are unable to agree upon the required repairs needed to return the roads to pre-construction condition, the Parties agree that the Qualified Engineer will determine the repairs required. Within ten (10) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to Township identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

c. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and Township shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and Township shall review and approve the same in accordance with Section 2.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. **Indemnity.** Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

b. **Limitations of Liability.** In no event shall Wind Operator or any of its members, officers, directors or employees or Township or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. **Required Insurance.** Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. **End of Project Life.** Should Wind Operator decide to substantially disassemble and/or abandon the Project and the result of such activity would require use of the Roads, Wind Operator agrees to return the Roads to the same or better condition than they were on the day the end of the Project began, with all costs associated to be borne solely by Wind Operator.

## 6. Miscellaneous

a. **Remedies and Enforcement.** The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. **Due Authorization.** Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator.

Township hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Township.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

k. Failure of Township or Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

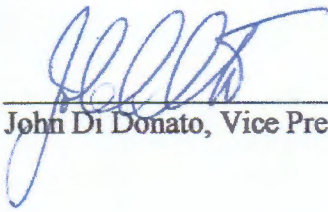
1. Whenever in this Agreement the approval or consent of either Township or Wind Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

*[remainder of page intentionally left blank]  
signatures begin on following page*


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

**Wind Operator:**

Burke Wind, LLC,  
a Delaware limited liability company

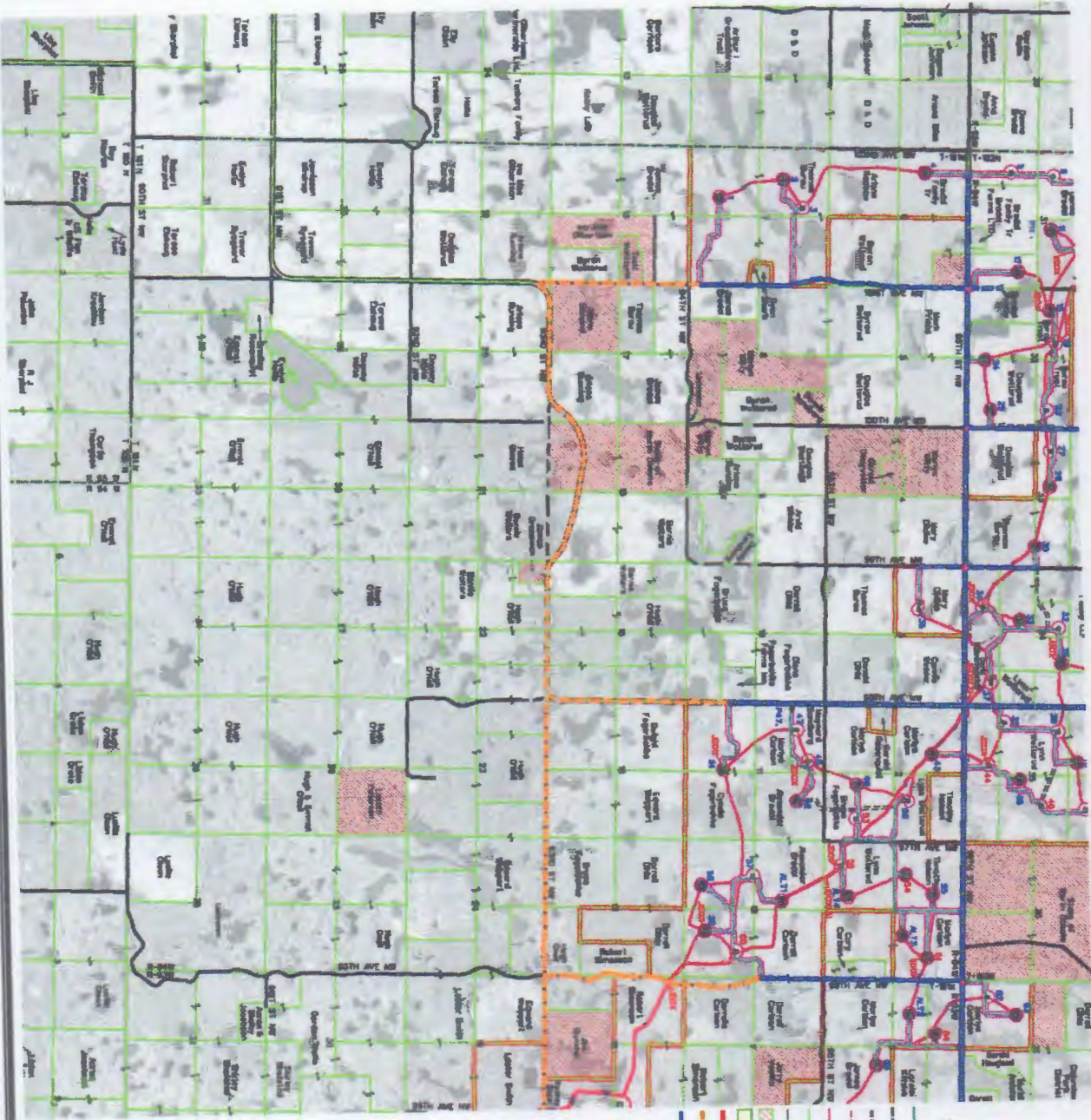
By:   
\_\_\_\_\_  
John Di Donato, Vice President

**Township:**

By:  Emmet O'Neil  
Name: \_\_\_\_\_  
Title: Township Chairman, Harmonious

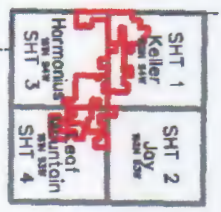
**EXHIBIT A**

**Preliminary Site Plan**

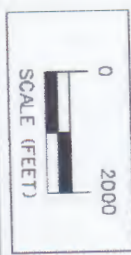


### EXHIBIT A LEGEND

- 74 2.72MW GE TURBINE WITH NUMBER (90 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array)
- 64 2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 55, 56, 81 & 84)
- SMO1 SCODA MET TOWER (06-21-19 LOCATIONS NO CITY'S ACCESS ROAD
- TEMPORARY ACCESS ROAD TURNAROUND
- CRANE PATH
- UNDERGROUND COLLECTION
- CONSTRUCTION EASEMENT
- PROPERTY BOUNDARY
- EXISTING ROAD RIGHT-OF-WAY
- NOT INTERESTED PARCEL
- PENDING PARCEL
- PROJECT BOUNDARY
- CONSTRUCTION ROUTE 85.5k LBS & LESS
- HEAVY HAUL ROUTE
- INTERSECTION IMPROVEMENTS



### SHEET INDEX



ISSUE DATE: 05-18-2020

<p><b>SNYDER &amp; ASSOCIATES</b> INC.</p>	<p><b>NEXTERA ENERGY - NORTHERN DIVIDE WIND</b></p>		<p>BURKE COUNTY, NORTH DAKOTA</p>	
	<p>RUA SITE PLAN - HARMONIUS TWP 161N, RNG 94W</p>		<p>1781 MADISON AVENUE COUNCIL BLUFFS, IA 51600 712-222-2202   www.snyder-associates.com</p>	
<p>Project No: 170725</p>	<p>Sheet 3 of 4</p>	<p>DATE: 05-18-2020</p>	<p>BY: [Signature]</p>	<p>CHKD: [Signature]</p>

**EXHIBIT B**

**Preliminary Transportation Route – Roads to be Utilized by Project**

- ➔ Leaf Mountain Township – No Wind Operator traffic will use 91<sup>st</sup> St NW; access only on County Roads

# UTILITY OCCUPANCY APPLICATION AND PERMIT

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

## FOR STATE USE ONLY (Type or Print)

RIMS Document Number 7348	Contract Number 67200513	District Tracking Number 7-040-036.9930
------------------------------	-----------------------------	--

## APPLICANT INFORMATION

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

Company Name Northern Divide Wind, LLC	Contact Name Kevin Gildea	Telephone Number 561-694-4000
Mailing Address 700 Universe Blvd.	City Juno Beach	State FL
	ZIP Code 33048	Email Address kevin.gildea@nexteraenergy.com

### Preparer - Consultant

Company Name Atwell, LLC	Contact Name Nathan Wagner	Telephone Number (216) 904-5561
Mailing Address 7100 E. Pleasant Valley Rd. Suite 220	City Independence	State OH
	ZIP Code 44131	Email Address nwagner@atwell-group.com

### Utility Contractor

Company Name Blattner Energy Inc	Contact Name Luke Miller	Telephone Number (320) 356-2543
Mailing Address 392 County Road 50	City Avon	State MN
	ZIP Code 56310	Email Address BJL@blattnerenergy.com

## TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of one overhead electrical transmission line comprised of one 345kV cable across Highway 40 at 48°46'08.73"N and 102°45'53.86"W		
Size of Facility 345kV pole-mounted transmission line	Number of Cables 3	Length of Down Guys
Pipeline Pressure	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

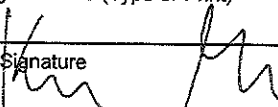
**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before: 

Date 12/31/2020
--------------------

See page 2 for additional Terms and Conditions.

## APPROVAL


Company Name (Utility Agency) Northern Divide Wind, LLC	Authorized Utility Agent Name (Type or Print) Kevin Gildea	Authorize Agent Title Authorized Representative
Date 3/27/2020	Authorized Agent's Signature 	

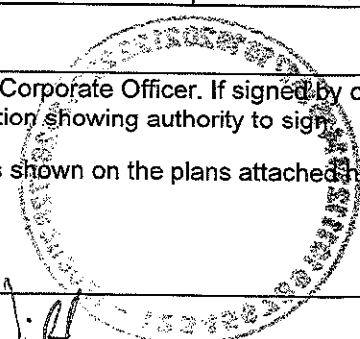
To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

NDDOT Approved Date  
4/24/20

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature 
---	---



- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.
- That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

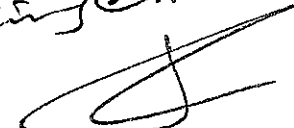
District Tracking Number
--------------------------

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

Highway Number 40	Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. State Hwy 5	Direction (N, S, E, W) South	Approximate Miles From 9.1
Begin	Reference Marker 36	Direction (N, S, E, W) North
	Direction From Centerline (N, S, E, W)	Longitudinal Offset (feet) 5243 / <del>5240</del> 9930
		Lateral Offset (feet) N/A

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	036.9930			

End	Reference Marker 37	Direction (N, S, E, W) South	Longitudinal Offset (feet) 37
	Direction From Centerline (N, S, E, W)	Lateral Offset (feet) N/A	

1250 @ 100  


## Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 5-09



April 8, 2020

Northern Divide Wind, LLC  
700 Universe Blvd.  
Juno Beach, FL 33048

Subject: Insurance Coverage Consistent With Contract  
RIMS Document Number: 73648

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,

Joel M. Wilt

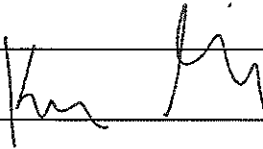
\_\_\_\_\_  
The following signatory hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Utility Company Name: Northern Divide Wind, LLC

Authorized Utility Agent Name (Type or Print): Kevin Gildea

Authorized Utility Agent Title: Authorized Representative

Date: 4/9/2020

Signature: 

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:

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 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.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
3. 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.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean-up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. 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.
6. The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.

7. If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flag persons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.

8. Reflectorized guy guards shall be installed on all down guys located within highway right of way.

9. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.

10. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

<b>Seed Class Mix Requirements</b>		
<b>Class II – Early Season</b>		
<b>Grass Species</b>	<b>Variety</b>	<b>Pounds Pure Live Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
<b>Total</b>		<b>23.8</b>

<b>Seed Class Mix Requirements</b>		
<b>Class II – Late Season</b>		
<b>Grass Species</b>	<b>Variety</b>	<b>Pounds Pure Live Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst,	1.6

	Summer	
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye	Mandan	5.2
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firststrike	5.0
<b>Total</b>		<b>25.0</b>

F:\USERS\JUDPLU1\WPDATA\UTILITY\CONDITNS\PERMIT2.WPD



**Northern Divide Wind**  
**State Highway 40**  
**Crossing Location**  
 Burke County, North Dakota  
 Date: 2/21/2020

Atwell, LLC Project:17002309

- Crossing Location
- Proposed Transmission Line Structure
- Proposed Overhead Transmission
- Proposed Underground Collection

SOURCE: ESRI BASEMAPS



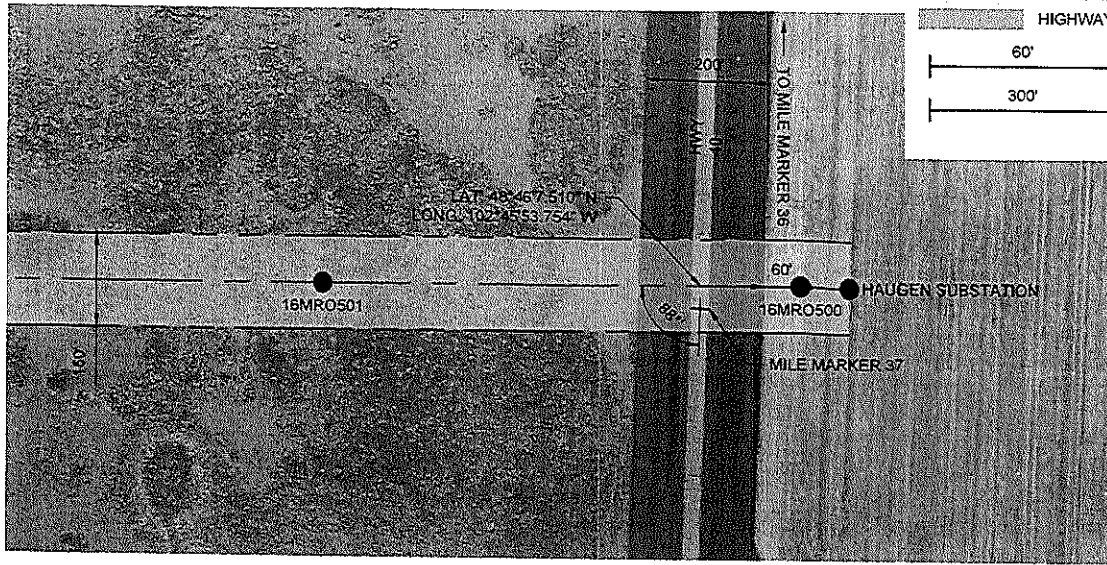
The information contained on this map is proprietary and confidential. The use or disclosure of this information by you to third parties is prohibited by law and may give rise to civil or criminal liability.

**THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.**

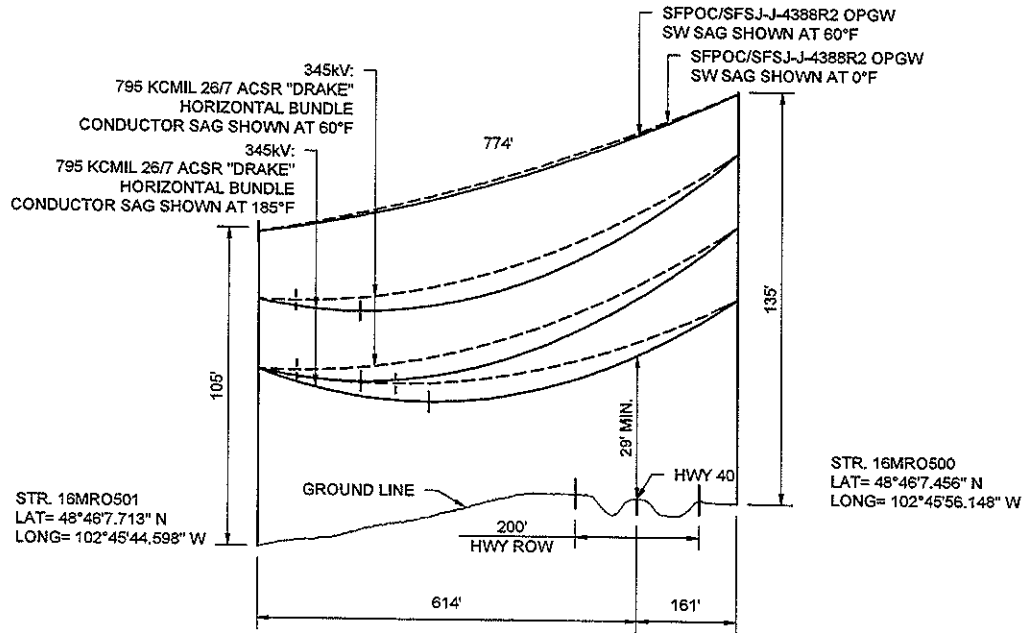
**LEGEND:**

- TRANSMISSION STRUCTURE
- TRANSMISSION CENTERLINE
- - - ROAD ROW
- · - · - TRANSMISSION EASEMENT
- ▨ HIGHWAY EASEMENT

60' VERT. SCALE  
300' HORIZ. SCALE



**PLAN VIEW**



**PROFILE VIEW**

**NOTES:**

1. BOUNDARY AND UTILITY SURVEY PROVIDED BY ATWELL.
2. GROUND LINE AND ABOVE GRADE UTILITY BASED ON LIDAR SURVEY DATA PROVIDED BY SAM INC.
3. MINIMUM CLEARANCES PER NESC 2017.

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9400 WARD PARKWAY, KANSAS CITY, MO 64114

PROJECT 99793



NORTHERN DIVIDE 345KV T/L PROJECT  
CROSSING EXHIBIT - HIGHWAY  
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
POLES 16MRO501 - 16MRO500

B	3/3/20	MSP	ANH	ISSUED FOR REVIEW
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A	2/24/20	MSP	ANH	ISSUED FOR REVIEW
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no.	date	by	ckd	description

date	2/24/2020	detailed	M. PEPICH
designed	M. PEPICH	checked	A. HERRMANN

drawing	BC1-00907	sheet	2	rev.	B
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/20/2020

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 have ADDITIONAL INSURED provisions or 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> Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beechercarlson.com	<b>CONTACT NAME:</b> Lynda Volpe <b>PHONE (A/C, No, Ext):</b> 646-740-6217 <b>E-MAIL ADDRESS:</b> lvolpe@beechercarlson.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northern Divide Wind, LLC NextEra Energy, Inc. NextEra Energy Resources, LLC 700 Universe Boulevard, Juno Beach, FL 33408-2657	<b>INSURER A:</b> Federal Insurance Company <b>NAIC #</b> 20281	
	<b>INSURER B:</b> Great Northern Insurance Company      20303	
	<b>INSURER C:</b> Everest National Insurance Company      10120	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 54200389      **REVISION NUMBER:**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37110930	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73523731	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EN4WC00030-191 (AOS) EN4WC00031-191 (MA/WI)	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re:Northern Divide /NDDOT Highway Crossing Permit.The State of North Dakota and its agencies, officers, and employees (State) as additional insured the commercial general liability and automobile liability policies. Insurance is primary and non-contributory over any other collectible insurance if required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below,

<b>CERTIFICATE HOLDER</b>  North Dakota Department of Transportation Williston District-NDDOT 605 Dakota Pkwy W Williston ND 58801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Geraldine Kerrigan
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

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 have ADDITIONAL INSURED provisions or 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> CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401	<b>CONTACT NAME:</b> Laurie Dezenzo <b>PHONE (A/C No, Ext):</b> 612-349-2465 <b>E-MAIL ADDRESS:</b> ldezenzo@csdz.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Blattner Energy Inc 392 County Road 50 Avon, MN 56310	<b>INSURER A:</b> Travelers Property Casualty	<b>NAIC #</b> 25674	
	<b>INSURER B:</b> XL Specialty Insurance Company	<b>NAIC #</b> 37885	
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 934131800      **REVISION NUMBER:**

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		VTC2JCO5836B54ATIL20	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp: 50,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll: 50,000		VTC2JCAP5836B526TIL20	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmg \$ ACV of Vehicle
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		US00074625LI20A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB3L64795A2025K UB3L5148752025R	3/1/2020 3/1/2020	3/1/2021 3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Job #903; Northern Divide Wind Project

The state of North Dakota, its agencies officers, and employees (state) and the North Dakota Department of Transportation are named as additional insureds on the General Liability and Automobile Liability policies.

General Liability and Automobile Liability policies include Waivers of Subrogation in favor of the state of North Dakota and the North Dakota Department of Transportation.

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

North Dakota Department of Transportation  
 608 East Boulevard Avenue  
 Bismarck ND 58505-0700

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: BLATHOLI

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CSDZ, LLC		NAMED INSURED Blattner Energy Inc 392 County Road 50 Avon, MN 56310	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The following supercedes the standard cancellation wording: Should any of the above described policies be cancelled before the expiration date, the insurer affording coverage will mail 30 days written notice (10 Days for Non-Payment) to the certificate holder.

# UTILITY OCCUPANCY APPLICATION AND PERMIT

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

## FOR STATE USE ONLY (Type or Print)

RIMS Document Number 73647	Contract Number 6700514	District Tracking Number 7-640-039.3100
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## APPLICANT INFORMATION

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

Company Name Northern Divide Wind, LLC	Contact Name Kevin Gildea	Telephone Number 561-694-4000		
Mailing Address 700 Universe Blvd.	City Juno Beach	State FL	ZIP Code 33048	Email Address kevin.gildea@nexteraenergy.com

### Preparer - Consultant

Company Name Atwell, LLC	Contact Name Nathan Wagner	Telephone Number (216) 904-5561		
Mailing Address 7100 E. Pleasant Valley Rd. Suite 220	City Independence	State OH	ZIP Code 44131	Email Address nwagner@atwell-group.com

### Utility Contractor

Company Name Blattner Energy Inc	Contact Name Luke Miller	Telephone Number (320) 356-2543		
Mailing Address 392 County Road 50	City Avon	State MN	ZIP Code 56310	Email Address BJL@blattnerenergy.com

## TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of one underground electrical collection line comprised of one 6-8" HDPE conduit containing 3-35 KV cables across Highway 40 at 48°47'54.52"N; 102°46'42.04"W		
Size of Facility (3) 35kV electrical cables	Number of Cables 3 cables in 1 HDPE casing	Length of Down Guys
Pipeline Pressure	Size of Casing 6-8" HDPE Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

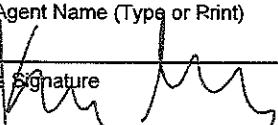
**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before: 

Date 12/31/2020
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See page 2 for additional Terms and Conditions.

## APPROVAL

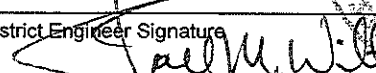
Company Name (Utility Agency) Northern Divide Wind, LLC	Authorized Utility Agent Name (Type or Print) Kevin Gildea	Authorize Agent Title Authorized Representative
Date 3/27/2020	Authorized Agent's Signature 	

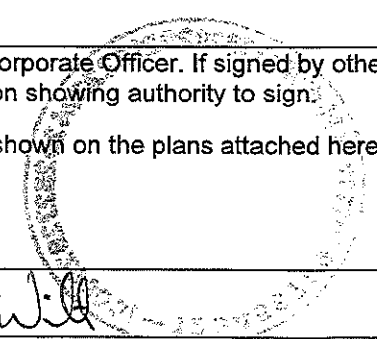
To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

NDDOT Approved Date  
4/24/20

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) JOEL M. WILT	District Engineer Signature 
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- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.  
  
That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

District Tracking Number
--------------------------

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

Highway Number 40		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. State Hwy 5		Direction (N, S, E, W) South	Approximate Miles From 6.8	Begin		End		
Reference Marker 39	Direction (N, S, E, W) North	Longitudinal Offset (feet) 1,637 / <del>500</del> 0.3100		Location Number	Reference Pt 039.3100	Offset	Reference Pt	Offset
Begin	Direction From Centerline (N, S, E, W)	Lateral Offset (feet) N/A		End	Reference Marker 40	Direction (N, S, E, W) South	Longitudinal Offset (feet) 3,643	
			Direction From Centerline (N, S, E, W)		Lateral Offset (feet) N/A			

12ms @ \$100



## Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 5-09



April 8, 2020

Northern Divide Wind, LLC  
700 Universe Blvd.  
Juno Beach, FL 33048

Subject: Insurance Coverage Consistent With Contract  
RIMS Document Number: 73647

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,

Joel M. Wilt

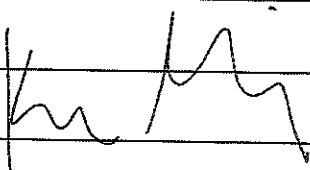
The following signatory hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Utility Company Name: Northern Divide Wind, LLC

Authorized Utility Agent Name (Type or Print): Kevin Gildea

Authorized Utility Agent Title: Authorized Representative

Date: 4/9/2020

Signature: 

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:

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 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.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
3. 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.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean-up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. 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.
6. 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. **Trenches and Pits shall not be left open overnight, or unattended. Slopes shall not have more than a 2" drop off, all slopes shall be 4:1.**

7. 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.
8. The buried electrical cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.
9. Splice pits, risers, and other above-ground facilities associated with the buried cable may be installed one (1) foot inside the highway right of way line.
10. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.
11. The buried electrical cable shall be installed under surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.
12. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
13. For highway crossings, marker posts with warning signs, including the words, "WARNING - BURIED ELECTRICAL CABLE," shall be placed over the cable at the right of way line on each side of the highway at the cable crossing. An identification sign shall be placed on one of the marker posts and shall show the name, address, and telephone number of the company. Buried cable installed along the highway shall be identified by marker posts with warning signs placed at the right of way line at least every 1,000 feet along the length of the installation.
14. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.
15. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

Seed Class Mix Requirements		
Class II – Early Season		
Grass Species	Variety	Pounds Pure Live

		<b>Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
<b>Total</b>		<b>23.8</b>

<b>Seed Class Mix Requirements</b>		
<b>Class II – Late Season</b>		
<b>Grass Species</b>	<b>Variety</b>	<b>Pounds Pure Live Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	1.6
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye	Mandan	5.2
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
<b>Total</b>		<b>25.0</b>




**Northern Divide Wind**  
**State Highway 40**  
**Crossing Location**  
 Burke County, North Dakota  
 Date: 2/21/2020

Atwell, LLC Project: 17002309

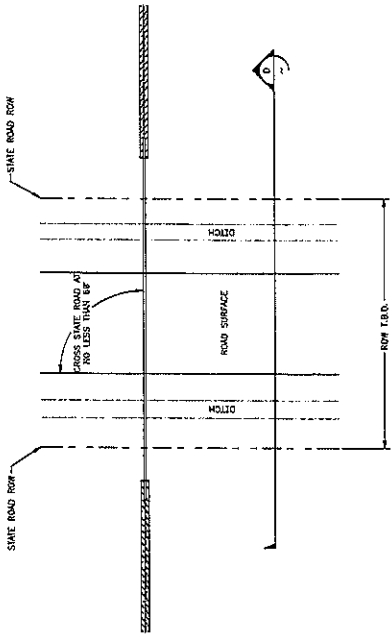
- Crossing Location
- Mile-Marker Reference
- Proposed Transmission Line Structure
- Proposed Overhead Transmission
- Proposed Underground Collection

SOURCE: ESRI BASEMAPS

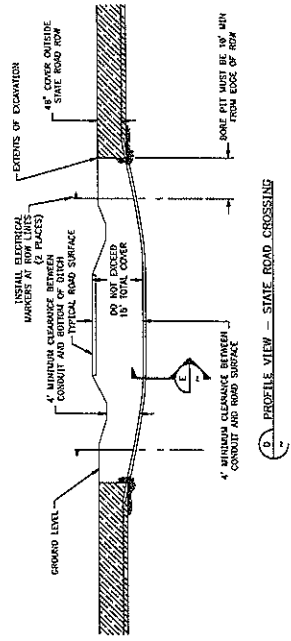


**ATWELL**

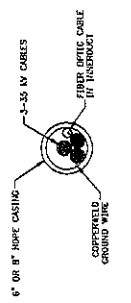
The information contained on this map is proprietary and confidential. The use or disclosure of this information by you or your parties is prohibited by law and may give rise to civil or criminal liability.



C PLAN VIEW - STATE ROAD CROSSING

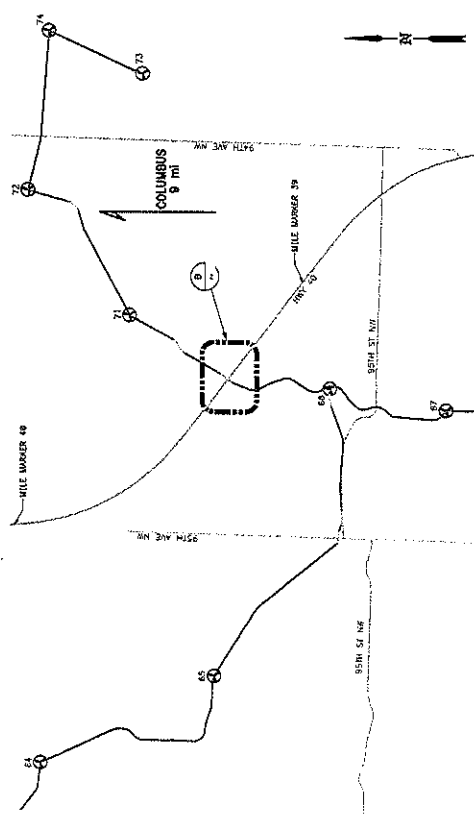


D PROFILE VIEW - STATE ROAD CROSSING

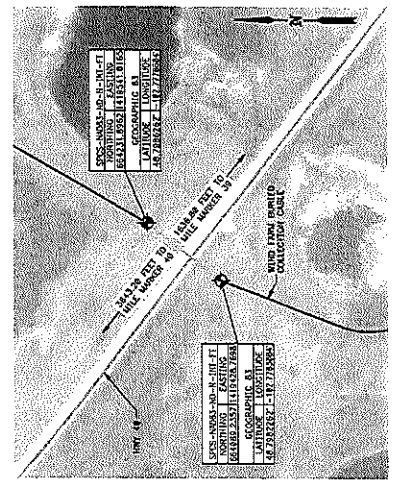


E CROSS SECTION - CONDUIT & CABLES

- NOTES:
- 1) INSULATION COMPLEX WITH NECA, THE NEC DOES NOT APPLY.
  - 2) MAINTAIN 48" MIN. COVER BETWEEN CONDUIT AND ROAD / BOTTOM OF DITCH.
  - 3) INSTALL UTILITY IDENTIFICATION MARKERS OVER EACH CABLE AT ROW LINE. (2 TRIP) MARKERS MUST IDENTIFY THE UTILITY OWNER, TYPE OF CABLE, AND EMERGENCY TELEPHONE NUMBER.
  - 4) EACH CONDUIT CONTAINS THREE (3) ELECTRICAL CABLES AND AT LEAST ONE (1) FIBER OPTIC CABLES.
  - 5) CONDUITS WILL BE INSTALLED BY METHOD OF HORIZONTAL DIRECTIONAL DRILLING (HDD).



A PLAN VIEW - STATE ROAD CROSSING



B PLAN VIEW - CROSSING DETAIL

SCALE:	N/A
REV	C
DWG. NO.	E9459-961

NEXTERA ENERGY RESOURCES  
NORTHERN DIVISION  
STATE ROAD CROSSING PERMIT  
HIGHWAY 49

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

REV	DESCRIPTION	DATE	DESIGN	APPR.	DATE	INSPECTION
A	ORIGINAL DESIGN	03/18/11	SPS	SPS	03/18/11	SPS
B	REVISED DESIGN	03/18/11	SPS	SPS	03/18/11	SPS
C	REVISED DESIGN	03/18/11	SPS	SPS	03/18/11	SPS

**NEXTERA ENERGY**  
RESOURCES

**P. D. ENGINEERING CO.**  
POWER SYSTEM ANALYSIS AND DESIGN  
243 S. W. 14th St., Ft. Lauderdale, FL 33304  
Phone: 954-582-3883  
Fax: 954-582-3883  
www.pdeng.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2020

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 have **ADDITIONAL INSURED** provisions or 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> Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beechercarlson.com	<b>CONTACT NAME:</b> Lynda Volpe <b>PHONE (A/C No, Ext):</b> 646-740-6217 <b>E-MAIL ADDRESS:</b> lvolpe@beechercarlson.com	<b>FAX (A/C No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northern Divide Wind, LLC NextEra Energy, Inc. NextEra Energy Resources, LLC 700 Universe Boulevard, Juno Beach, FL 33408-2657	<b>INSURER A:</b> Federal Insurance Company <b>NAIC #</b> 20281	
	<b>INSURER B:</b> Great Northern Insurance Company <b>20303</b>	
	<b>INSURER C:</b> Everest National Insurance Company <b>10120</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 54200389      **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		37110930	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73523731	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Northern Divide /NDDOT Highway Crossing Permit. The State of North Dakota and its agencies, officers, and employees (State) as additional insured the commercial general liability and automobile liability policies. Insurance is primary and non-contributory over any other collectible insurance if required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below,

<b>CERTIFICATE HOLDER</b>  North Dakota Department of Transportation Williston District-NDDOT 605 Dakota Pkwy W Williston ND 58801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Geraldine Kerrigan
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

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 have ADDITIONAL INSURED provisions or 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> CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401	<b>CONTACT NAME:</b> Laurie Dezenzo	
	<b>PHONE (A/C No. Ext):</b> 612-349-2465	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b> ldezenzo@csdz.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty		25674
<b>INSURER B:</b> XL Specialty Insurance Company		37885
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 934131800      **REVISION NUMBER:**

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/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VTC2JCO5836B54ATIL20	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp: 50,000 <input checked="" type="checkbox"/> Coll: 50,000		VTC2JCAP5836B526TIL20	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmg \$ ACV of Vehicle
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		US00074625L120A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A UB3L64795A2025K UB3L5148752025R	3/1/2020 3/1/2020	3/1/2021 3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Job #903; Northern Divide Wind Project

The state of North Dakota, its agencies officers, and employees (state) and the North Dakota Department of Transportation are named as additional insureds on the General Liability and Automobile Liability policies.

General Liability and Automobile Liability policies include Waivers of Subrogation in favor of the state of North Dakota and the North Dakota Department of Transportation.

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

North Dakota Department of Transportation  
 608 East Boulevard Avenue  
 Bismarck ND 58505-0700

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY CSDZ, LLC		NAMED INSURED Blattner Energy Inc 392 County Road 50 Avon, MN 56310	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following supercedes the standard cancellation wording: Should any of the above described policies be cancelled before the expiration date, the insurer affording coverage will mail 30 days written notice (10 Days for Non-Payment) to the certificate holder.

# UTILITY OCCUPANCY APPLICATION AND PERMIT

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

## FOR STATE USE ONLY (Type or Print)

RIMS Document Number 73646	Contract Number 67700515	District Tracking Number 7-050-064.0021
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## APPLICANT INFORMATION

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

Company Name Northern Divide Wind, LLC	Contact Name Kevin Gildea	Telephone Number (561) 694-4000		
Mailing Address 700 Universe Blvd.	City Juno Beach	State FL	ZIP Code 33048	Email Address kevin.gildea@nexteraenergy.com

### Preparer - Consultant

Company Name Atwell, LLC	Contact Name Nathan Wagner	Telephone Number (216) 904-5561		
Mailing Address 7100 E. Pleasant Valley Rd. Suite 220	City Independence	State OH	ZIP Code 44131	Email Address nwagner@atwell-group.com

### Utility Contractor

Company Name Blattner Energy Inc	Contact Name Luke Miller	Telephone Number (320) 356-2543		
Mailing Address 392 County Road 50	City Avon	State MN	ZIP Code 56310	Email Address BJL@blattnerenergy.com

## TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of one overhead electrical transmission line comprised of one 345kV cable across Highway 50 at 48°34'31.71"N; 102°43'13.76"W		
Size of Facility 345kV pole-mounted transmission line	Number of Cables 3	Length of Down Guys
Pipeline Pressure	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

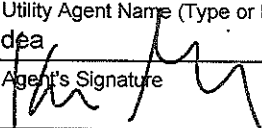
**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before: 

Date 12/31/2020
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See page 2 for additional Terms and Conditions.

## APPROVAL


Company Name (Utility Agency) Northern Divide Wind, LLC	Authorized Utility Agent Name (Type or Print) Kevin Gildea	Authorize Agent Title Authorized Representative
Date 3/27/2020	Authorized Agent's Signature 	

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

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

NDDOT Approved Date  
4/24/20

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature 
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- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.  
  
That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CFR Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

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

Highway Number 50	Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. State Hwy 40	Direction (N, S, E, W) East	Approximate Miles From 2.63
Location	Reference Marker 64	Direction (N, S, E, W) East
	Direction From Centerline (N, S, E, W)	
		Longitudinal Offset (feet) 11/60 <sup>80</sup> .002
		Lateral Offset (feet) N/A

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	064.002			
End	Reference Marker 65	Direction (N, S, E, W) West	Longitudinal Offset (feet) 5,269	
	Direction From Centerline (N, S, E, W)		Lateral Offset (feet) N/A	

*17 miles @ \$100*  
*JR*

## Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 5-09



April 8, 2020

Northern Divide Wind, LLC  
700 Universe Blvd.  
Juno Beach, FL 33048

Subject: Insurance Coverage Consistent With Contract  
RIMS Document Number: 73646

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,

Joel M. Wilt

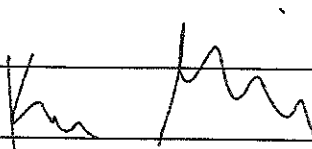
The following signatory hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Utility Company Name: Northern Divide Wind, LLC

Authorized Utility Agent Name (Type or Print): Kevin Gildea

Authorized Utility Agent Title: Authorized Representative

Date: 4/9/2020

Signature: 

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:

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 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.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
3. 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.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean-up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. 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.
6. The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.

7. If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flag persons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.

8. Reflectorized guy guards shall be installed on all down guys located within highway right of way.

9. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.

10. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

<b>Seed Class Mix Requirements</b>		
<b>Class II – Early Season</b>		
<b>Grass Species</b>	<b>Variety</b>	<b>Pounds Pure Live Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
<b>Total</b>		<b>23.8</b>

<b>Seed Class Mix Requirements</b>		
<b>Class II – Late Season</b>		
<b>Grass Species</b>	<b>Variety</b>	<b>Pounds Pure Live Seed Per Acre</b>
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst,	1.6

	Summer	
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye	Mandan	5.2
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
<b>Total</b>		<b>25.0</b>

F:\USERS\JUDPLU1\WPDATA\UTILITY\CONDITNS\PERMIT2.WPD



**Northern Divide Wind  
State Highway 50  
Crossing Location**  
Burke County, North Dakota  
Date: 2/21/2020

Atwell, LLC Project: 17002309

Crossing Location  
 Proposed Transmission Line Structure  
 Proposed Overhead Transmission  
 Proposed Underground Collection

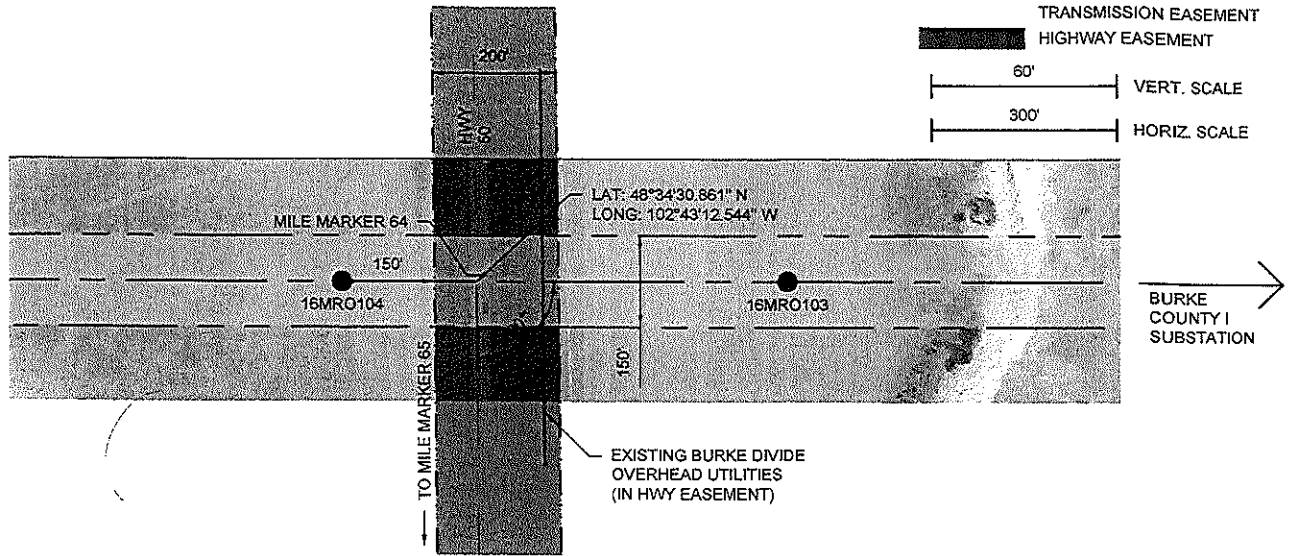
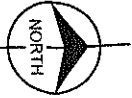
SOURCE: ESRI BASEMAPS  
 The information contained on this map is proprietary and confidential. The use or disclosure of this information by you to third parties is prohibited by law and may give rise to civil or criminal liability.



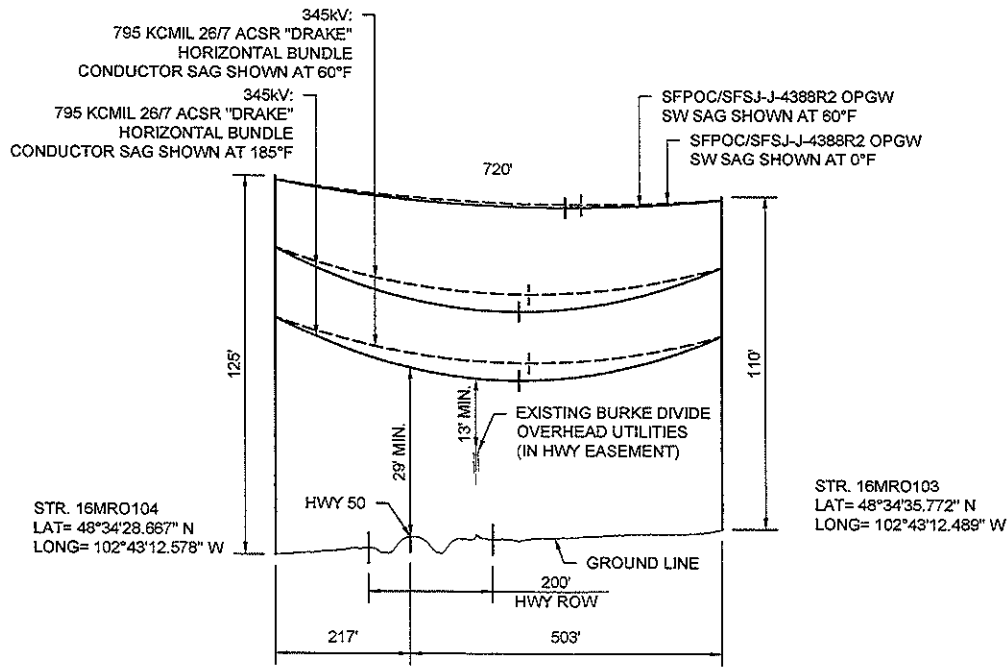
**THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.**

**LEGEND:**

- TRANSMISSION STRUCTURE
- TRANSMISSION CENTERLINE
- ROAD ROW
- BURKE DIVIDE DISTRIBUTION
- TRANSMISSION EASEMENT
- HIGHWAY EASEMENT



**PLAN VIEW**



**PROFILE VIEW**

**NOTES:**

1. BOUNDARY AND UTILITY SURVEY PROVIDED BY ATWELL.
2. GROUND LINE AND ABOVE GRADE UTILITY BASED ON LIDAR SURVEY DATA PROVIDED BY SAM INC.
3. MINIMUM CLEARANCES PER NESC 2017.

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9400 WARD PARKWAY, KANSAS CITY, MO 64114

PROJECT 99793



**BURKE COUNTY I 345KV T1L PROJECT**  
CROSSING EXHIBIT - HIGHWAY  
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
POLES 16MRO104 - 16MRO103

B	3/3/20	MSP	ANH	ISSUED FOR REVIEW
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A	2/18/19	MSP	ANH	ISSUED FOR REVIEW
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no.	date	by	ckd	description

date	2/18/2019	detailed	M. PEPICH
designed	M. PEPICH	checked	A. HERRMANN

drawing BC1-00907

sheet	1	rev.	B
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2020

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 have ADDITIONAL INSURED provisions or 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> CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401	<b>CONTACT NAME:</b> Laurie Dezenzo <b>PHONE (A/C No, Ext):</b> 612-349-2465 <b>E-MAIL ADDRESS:</b> ldezenzo@csdz.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Blatner Energy Inc 392 County Road 50 Avon, MN 56310	<b>BLATHOLI</b>	<b>INSURER A:</b> Travelers Property Casualty	<b>NAIC #</b> 25674
		<b>INSURER B:</b> XL Specialty Insurance Company	<b>NAIC #</b> 37885
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 934131800      **REVISION NUMBER:**

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.

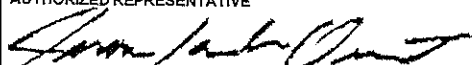
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		VTC2JCO5836B54ATIL20	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp: 50,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll: 50,000		VTC2JCAP5836B526TIL20	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmg \$ ACV of Vehicle
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ n		US00074625L120A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB3L64795A2025K UB3L5148752025R	3/1/2020 3/1/2020	3/1/2021 3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Job #903; Northern Divide Wind Project

The state of North Dakota, its agencies officers, and employees (state) and the North Dakota Department of Transportation are named as additional insureds on the General Liability and Automobile Liability policies.

General Liability and Automobile Liability policies include Waivers of Subrogation in favor of the state of North Dakota and the North Dakota Department of Transportation.

See Attached...

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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY CSDZ, LLC		NAMED INSURED Blattner Energy Inc 392 County Road 50 Avon, MN 56310	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following supercedes the standard cancellation wording: Should any of the above described policies be cancelled before the expiration date, the insurer affording coverage will mail 30 days written notice (10 Days for Non-Payment) to the certificate holder.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/20/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beechercarlson.com	CONTACT NAME: Lynda Volpe	PHONE (A/C, No, Ext): 646-740-6217	FAX (A/C, No):
	E-MAIL ADDRESS: lvolpe@beechercarlson.com		
INSURED Northern Divide Wind, LLC NextEra Energy, Inc. NextEra Energy Resources, LLC 700 Universe Boulevard, Juno Beach, FL 33408-2657	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Great Northern Insurance Company		20303
	INSURER C : Everest National Insurance Company		10120
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 54200389 REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		37110930	9/15/2019	9/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73523731	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EN4WC00030-191 (AOS) EN4WC00031-191 (MA/WI)	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re:Northern Divide /NDDOT Highway Crossing Permit.The State of North Dakota and its agencies, officers, and employees (State) as additional insured the commercial general liability and automobile liability policies.Insurance is primary and non-contributory over any other collectible insurance if required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below,

CERTIFICATE HOLDER North Dakota Department of Transportation Williston District-NDDOT 605 Dakota Pkwy W Williston ND 58801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Geraldine Kerrigan

**NPDES GENERAL PERMIT  
FOR CONSTRUCTION ACTIVITY**

**North Dakota Department of Health  
Division of Water Quality**

**Northern Divide Transmission Line**

**Mountrail & Burke Counties, North Dakota**

**NextEra Energy Resources**

**May 21, 2020**

<b>1</b>	Erosion and Sediment Control Inspection Report
<b>2</b>	North Dakota Department of Health Notice of Coverage
<b>3</b>	Notice of Transfer/Modification
<b>4</b>	Notice of Termination
<b>5</b>	General Permit NDR10-0000

# TAB 1

# Erosion and Sediment Control Inspection Report

General Information			
<b>Project Name</b>	Northern Divide Transmission Line		
<b>NPDES Tracking No.</b>		<b>Location</b>	
<b>Date of Inspection</b>		<b>Start/End Time</b>	
<b>Inspector's Name(s)</b>			
<b>Inspector's Title(s)</b>			
<b>Inspector's Contact Information</b>			
<b>Inspector's Qualifications</b>			
<b>Describe present phase of construction</b>			
<input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Rainfall Event (___ in.) <input type="checkbox"/> Other			
Weather Information			
<b>Has there been a storm event since the last inspection?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If yes, provide:</b>			
Storm Start Date & Time:	Storm Duration (hrs):	Approximate Amount of Precipitation (in):	
<b>Weather at time of this inspection?</b>			
<input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds			
<input type="checkbox"/> Other:		Temperature:	
<b>Have any discharges occurred since the last inspection?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If yes, describe:</b>			
<b>Are there any discharges at the time of inspection?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>If yes, describe:</b>			

	BMP	BMP Installed	BMP Maintenance Required	Corrective Action Needed and Notes
1	Silt Fencing	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	Wattles	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3	Rip Rap	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4	Diversion Berm/Ditch	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5	Mulching	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6	Seeding	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7	Other	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8	Other	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

	BMP/activity	Implemented	Maintenance Required	Corrective Action Needed and Notes
1	Are all disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	Are natural resource areas (e.g., streams, wetlands, etc.) protected with BMP's?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6	Is trash/litter from work areas collected and placed in dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7	Are concrete washout facilities available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9	Are hazardous material areas free of spills, leaks, or any other deleterious material? Concrete Admixtures (300 gal) Diesel Fuel (3,000 gal) Gasoline (1,000 gal) Propane (300 gal) Tire Fluid (300 gal)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

**Non-Compliance**

Describe any incidents of non-compliance not described above:

**CERTIFICATION STATEMENT**

“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 gathered and evaluated 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.”

**Print name and title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## TAB 2



**APPLICATION (NOTICE OF INTENT) TO OBTAIN  
 COVERAGE UNDER NDPDES GENERAL PERMIT  
 FOR STORMWATER DISCHARGES ASSOCIATED  
 WITH CONSTRUCTION ACTIVITY (NDR10-0000)  
 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY  
 DIVISION OF WATER QUALITY  
 SFN 19145 (06/2019)**

**FOR DEPT. USE ONLY**

Date Received
Application Number
NOI ID: SW_NOI_20200521173215731

New Project

**GENERAL INFORMATION**

1. Name of Owner of Construction Project NextEra Energy		2. Contact First Name Sean	3. Contact Last Name Harrington	4. Contact Telephone Number 305.342.0468
5. Contact E-mail Address sean.harrington@nexteraenergy.com		6. Mailing Address 700 Universe Blvd		
7. City Juno Beach	8. State/Province FL	9. Zip Code 33408		
10. Name of Operator Working at Site Brink Constructors		11. Contact First Name Ben	12. Contact Last Name Hawkes	13. Contact Telephone Number 605.342.6966
14. Contact E-mail Address ben@brinkred.com		15. Mailing Address 2950 N Plaza Dr		
16. City Rapid City	17. State/Province SD	18. Zip Code 57702	X	

**PROJECT INFORMATION**

19. Name of Construction Project Northern Divide Transmission Line				
20. Brief Description of Construction Activity Minor grading for the installation of overhead transmission line power poles and a laydown area. The proposed substation and O&M Building site will be covered under a separate permit with the Wind Project.				
21. Project Start Date 05/29/2020	22. Estimated Completion Date 05/29/2021	23. Estimated Total Acres of Site 8,388	24. Estimated Acres of Disturbance 750	
Project Location	25. Physical Address 106 North Main (mailing)			26. City Crosby
	27. Township 161	28. Range 93	29. Section 17	30. Quarter Section (ABCD Format) DAD4
	31. County Burke			
32. Latitude (Decimal Degrees) 48.76958		33. Longitude (Decimal Degrees) 102.76647		
Receiving Waters	34. Name of Municipal Storm Sewer System or Description of Receiving Water Paulson Ck., White Earth River, Cottonwood, Powers, Enget, Smishek, Muskre & Harms Lakes			

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.

<p style="text-align: center; border: 1px solid black; padding: 2px;">Submit by E-mail</p> <p><b>AFTER SUBMITTING BY E-MAIL          PRINT AND SEND COMPLETED          APPLICATION WITH "WET" INK          SIGNATURE TO:</b></p> <p>North Dakota Dept. of Env. Quality          Division of Water Quality, 4<sup>th</sup> Floor          918 East Divide Avenue          Bismarck, ND 58501-1947          Telephone: (701) 328-5210</p> <p style="text-align: center; border: 1px solid black; padding: 2px;">Print Form</p>	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) Sean Harrington	37. Title Sr. Director E&C
	38. Signature of Owner(s) 	39. Date 5/21/20
	40. Printed Name of Operator(s) Ben Hawkes	41. Title Site Manager
	42. Signature of Operator(s)	43. Date



**APPLICATION (NOTICE OF INTENT) TO OBTAIN  
 COVERAGE UNDER NDPDES GENERAL PERMIT  
 FOR STORMWATER DISCHARGES ASSOCIATED  
 WITH CONSTRUCTION ACTIVITY (NDR10-0000)**  
 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY  
 DIVISION OF WATER QUALITY  
 SFN 19145 (06/2019)

FOR DEPT. USE ONLY

Date Received
Application Number
NOI ID: SW_NOI_20200521173215731

**New Project**

**GENERAL INFORMATION**

1. Name of Owner of Construction Project NextEra Energy	2. Contact First Name Sean	3. Contact Last Name Harrington	4. Contact Telephone Number 305.342.0468
5. Contact E-mail Address sean.harrington@nexteraenergy.com	6. Mailing Address 700 Universe Blvd		
7. City Juno Beach	8. State/Province FL	9. Zip Code 33408	
10. Name of Operator Working at Site Brink Constructors	11. Contact First Name Kris	12. Contact Last Name Gonzales	13. Contact Telephone Number 605.342.6966
14. Contact E-mail Address kris@brinkred.com	15. Mailing Address 2950 N Plaza Dr		
16. City Rapid City	17. State/Province SD	18. Zip Code 57702	

**PROJECT INFORMATION**

19. Name of Construction Project Northern Divide Transmission Line			
20. Brief Description of Construction Activity Minor grading for the installation of overhead transmission line power poles and a laydown area. The proposed substation and O&M Building site will be covered under a separate permit with the Wind Project.			
21. Project Start Date 05/29/2020	22. Estimated Completion Date 05/29/2021	23. Estimated Total Acres of Site 8,388	24. Estimated Acres of Disturbance 750
Project Location	25. Physical Address 106 North Main (mailing)		26. City Crosby
	27. Township 161	28. Range 93	29. Section 17
	30. Quarter Section (ABCD Format) DAD4		31. County Burke
32. Latitude (Decimal Degrees) 48.76958		33. Longitude (Decimal Degrees) 102.76647	
Receiving Waters	34. Name of Municipal Storm Sewer System or Description of Receiving Water Paulson Ck., White Earth River, Cottonwood, Powers, Enget, Smishek, Muskre & Harms Lakes		

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.

<p><b>Submit by E-mail</b></p> <p><b>AFTER SUBMITTING BY E-MAIL PRINT AND SEND COMPLETED APPLICATION WITH "WET" INK SIGNATURE TO:</b></p> <p>North Dakota Dept. of Env. Quality          Division of Water Quality, 4<sup>th</sup> Floor          918 East Divide Avenue          Bismarck, ND 58501-1947</p> <p>Telephone: (701) 328-5210</p> <p><b>Print Form</b></p>	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) Sean Harrington	37. Title Sr. Director E&C
	38. Signature of Owner(s)	39. Date
	40. Printed Name of Operator(s) Kris Gonzales	41. Title Operations Manager
42. Signature of Operator(s)	43. Date 5-22-20	

**Elizabeth A. Hunter**

---

**From:** Andrea Yeoman  
**Sent:** Wednesday, June 3, 2020 3:19 PM  
**To:** Elizabeth A. Hunter  
**Subject:** UPS shipping confirmation

---

## Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1ZR452501394767367

**Weight**

0.00 LBS

**Service**

UPS Next Day Air Saver®

**Shipped / Billed On**

05/27/2020

**Delivered On**

05/28/2020 11:22 A.M.

**Received By**

COLTON

**Delivered To**

918 E DIVIDE AVE  
BISMARCK, ND, 58501, US

**Left At**

Inside Delivery

**Reference Number(s)**

SWPPP PERMIT APPLICATIONS, 117.0725.10

Thank you for giving us this opportunity to serve you. Details are only available for shipmer days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 06/03/2020 4:17 P.M. EST

[Print this page](#)

## TAB 3



**NOTICE OF TRANSFER/MODIFICATION OF COVERAGE UNDER  
(NDPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES  
ASSOCIATED WITH CONSTRUCTION ACTIVITY (NDR10-0000)**

NORTH DAKOTA DEPARTMENT OF HEALTH  
DIVISION OF WATER QUALITY  
SFN 54242 (05/15)

For Dept. Use Only

Date Received: \_\_\_/\_\_\_/\_\_\_

This form may be used to modify existing permit information for a permitted site. The form also may be used when an owner or operator of a construction project changes (see Part I.F of NDR10-0000). The new owner or operator may implement the original SWPP plan or develop a new SWPP plan. New permittees must ensure either directly or through coordination with others that their SWPP plan will meet the terms and conditions of the permit and will not interfere with another party's SWPP plan.

**PERMIT ID NUMBER: NDR10-**

**REASON FOR MODIFICATION :**

- Add Owner                                       Add Contractor                                       Remove Contractor  
 Change from Sole-Permittee to Co-Permittee

**MODIFICATION INFORMATION**

Company Name	Contact Person	Phone Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mailing Address	City	State/Province	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**OR:**

- New Owner                                       New Contractor                                       Address Change                                       Company Name Change

**OLD INFORMATION**

Company Name	Contact Person	Phone Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mailing Address	City	State/Province	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**NEW INFORMATION**

Company Name	Contact Person	Phone Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mailing Address	City	State/Province	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**OTHER:**

New Project Name

Other

**CERTIFICATION STATEMENT**

**Return Completed Form to:**

North Dakota Department of Health  
Division of Water Quality, 4<sup>th</sup> Floor  
918 East Divide Avenue  
Bismarck, ND 58501-1947

Telephone: 701.328.5210  
Fax: 701.328.5200

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 gathered 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.

Printed Name of Owner	Title
<input type="text"/>	<input type="text"/>
Signature of Owner	Date
<input type="text"/>	<input type="text"/>

(Attach additional pages if needed)

**TAB 4**



**NOTICE OF TERMINATION TO CANCEL COVERAGE UNDER  
NDPDES GENERAL PERMIT FOR STORM WATER DISCHARGES  
ASSOCIATED WITH CONSTRUCTION ACTIVITY (NDR10-0000)**

NORTH DAKOTA DEPARTMENT OF HEALTH  
DIVISION OF WATER QUALITY  
SFN 19146 (04/15)

**FOR DEPT. USE ONLY**

Date Received: \_\_\_ / \_\_\_ / \_\_\_

**GENERAL INFORMATION**

Name of Construction Project		Permit ID Number <b>NDR10-</b> [ ]	
Name of Owner of Construction Project	Contact Person Name ( Mr / Ms )	Contact Phone No.	
Mailing Address	City	State/Province	Zip Code

Please indicate which condition has been met before submitting the NOT.

The site has achieved final stabilization. In order to achieve final stabilization, one of the following conditions must be met. Please indicate which condition has been met.

All soil disturbing activities are complete and all soils are 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;

i. All drainage ditches which drain water from the site have been stabilized;

ii. All temporary erosion prevention and sediment control BMPs (e.g., silt fence) have been removed; and

iii. All sediment has been removed from conveyances and temporary sediment basins used for permanent water quality management, and the sediment has been stabilized. The cleanout of permanent basins must be sufficient to return the basin to design capacity.

For areas with an average annual rainfall of less than 20 inches, all soil disturbing activities at the site have been completed and erosion control measures and stabilization methods have been selected, designed and installed along with an appropriate seed base to provide erosion control for three years and achieve 70 percent vegetative coverage within three (3) years without active maintenance. Sites must meet the conditions above.

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 above.

For residential construction, all lots have been sold with temporary erosion protection and down gradient perimeter controls installed; a homeowner fact sheet has been given to the homeowner(s); and all other lots have achieved final stabilization.

If another operator/permittee has assumed control in accordance with the transfer provision (Part I(F) of the permit over all areas of the site that have not achieved final stabilization please file a Notice of Transfer/Modification Form (SFN 54242).

**CERTIFICATION STATEMENT**

<p><b>Return Completed Form to:</b></p> <p>North Dakota Department of Health Division of Water Quality, 4<sup>th</sup> Floor 918 East Divide Avenue Bismarck, ND 58501-1947</p> <p>Telephone: 701.328.5210 Fax: 701.328.5200</p>	<p>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 gathered 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.</p>	
	<p>Printed Name of Owner</p> <p>Signature of Owner</p>	<p>Title</p> <p>Date</p>

(Attach additional pages if needed)

## TAB 5

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 calendar 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.

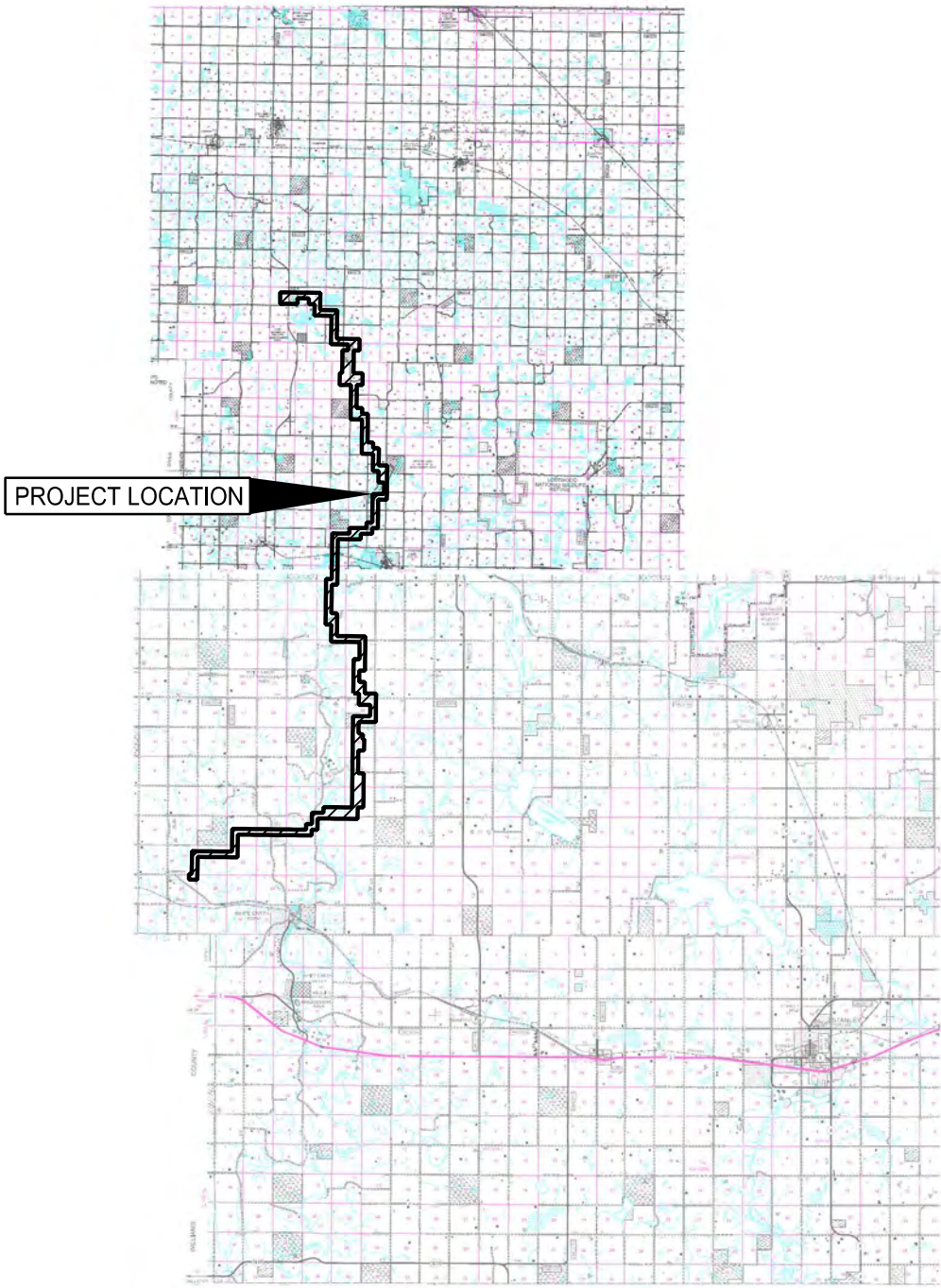
4. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in streets could be washed into storm sewers by the next rain event and/or pose a safety hazard to users of 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.

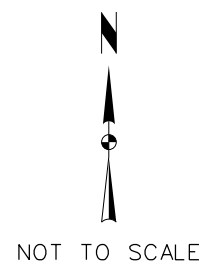
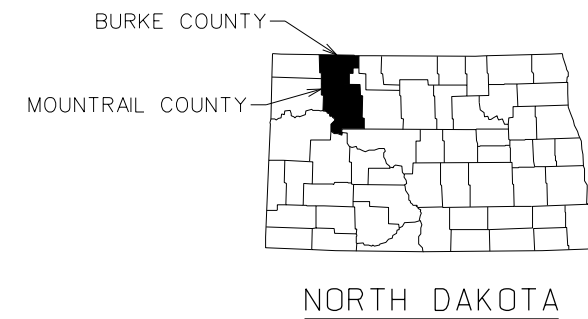
2. Wash water containments must be cleaned out (solids and liquid) before 80 percent of storage capacity is attained.
3. Best management practices used in surface waters must be cleaned immediately upon removal from surface waters to prevent the transfer of aquatic nuisance species.

# STORM WATER POLLUTION PREVENTION PLANS FOR NORTHERN DIVIDE WIND TRANSMISSION LINE MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA



### INDEX OF SHEETS

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- 2-4 OVERALL SITE PLAN
- 5-21 STORM WATER POLLUTION PREVENTION PLAN
- 22 STORM WATER POLLUTION PREVENTION PLAN NOTES
- 23-24 STORM WATER POLLUTION AND PREVENTION PLAN DETAILS



ISSUE DATE: 04-17-2020

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**TITLE SHEET**  
**MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**

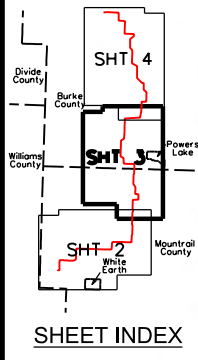
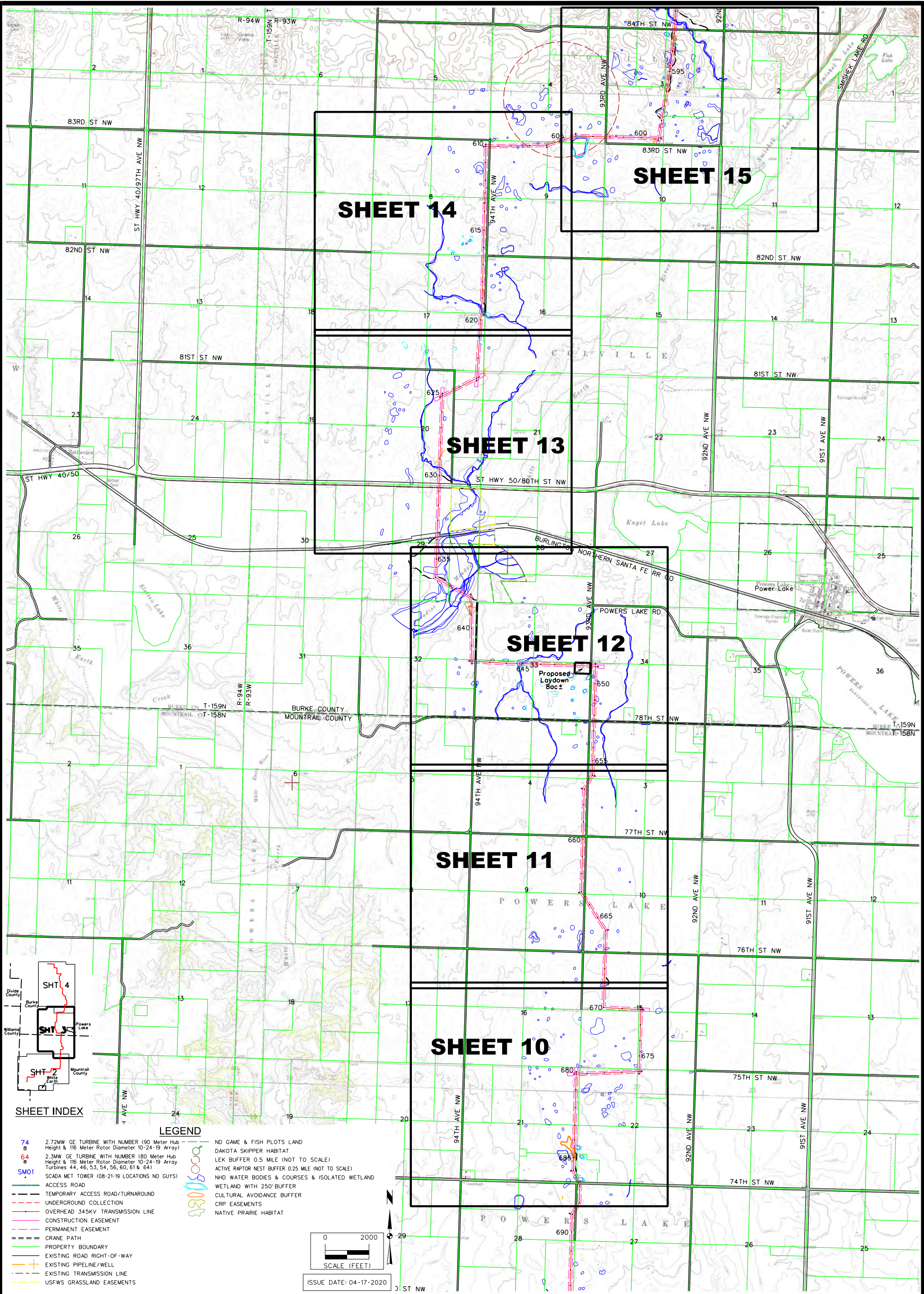


Project No: 1170725  
Sheet 1 of 24

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Technician: EAL	Date: 04-10-20	Field Bc:	Pg:
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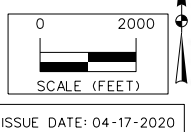
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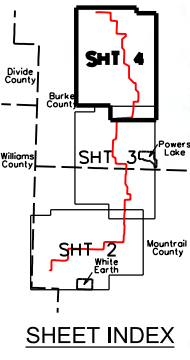
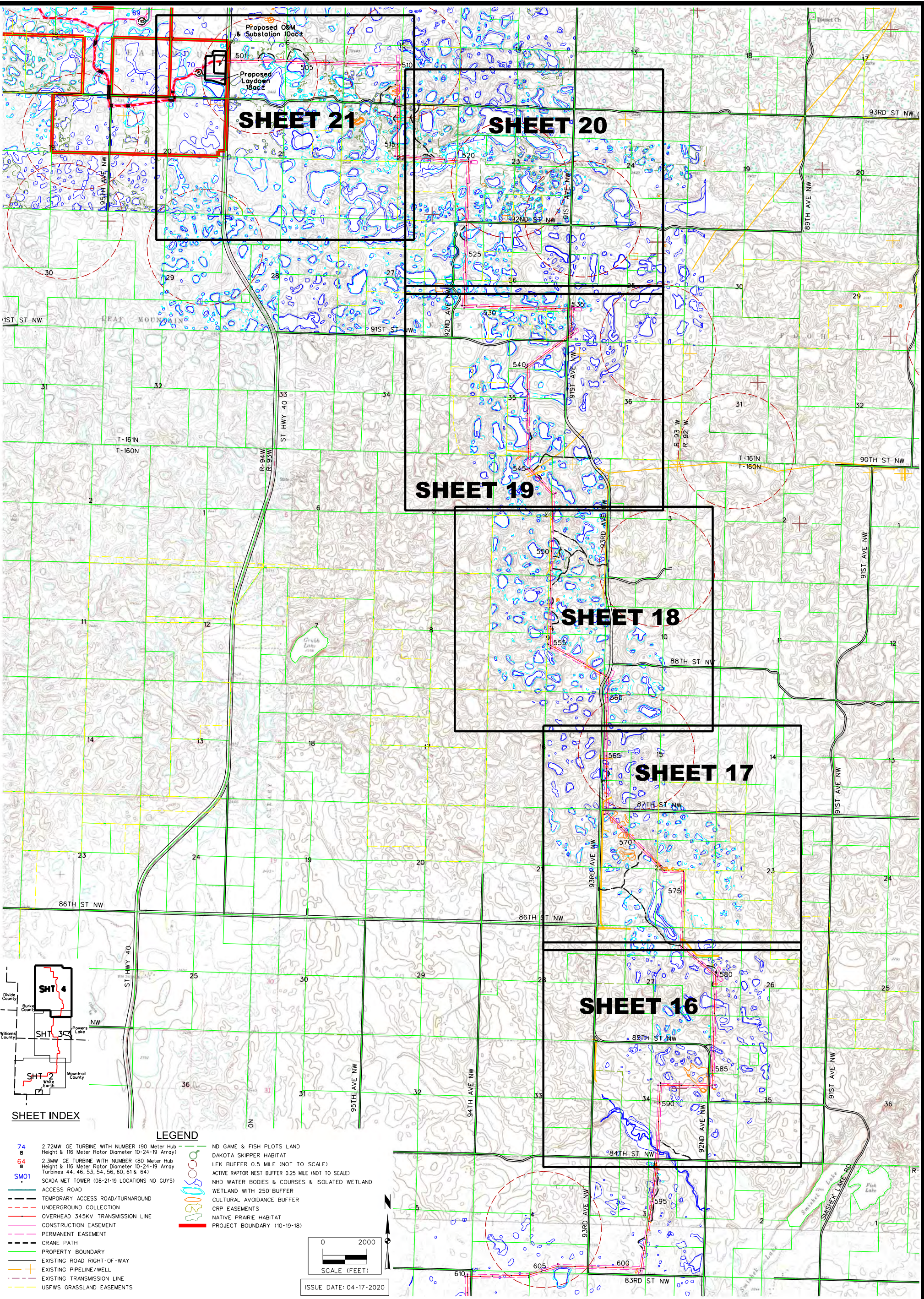
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- 64 2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 56, 60, 61 & 64)
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- ACCESS ROAD
- TEMPORARY ACCESS ROAD/TURNAROUND
- UNDERGROUND COLLECTION
- OVERHEAD 345KV TRANSMISSION LINE
- CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- CRANE PATH
- PROPERTY BOUNDARY
- EXISTING ROAD RIGHT-OF-WAY
- EXISTING PIPELINE/WELL
- EXISTING TRANSMISSION LINE
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- ND GAME & FISH PLOTS LAND
- DAKOTA SKIPPER HABITAT
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- ACTIVE RAPTOR NEST BUFFER 0.25 MILE (NOT TO SCALE)
- NHD WATER BODIES & COURSES & ISOLATED WETLAND
- WETLAND WITH 250' BUFFER
- CULTURAL AVOIDANCE BUFFER
- CRP EASEMENTS
- NATIVE PRAIRIE HABITAT



Sheet 3 of 24  
 Project No: 1170725  
**SNYDER & ASSOCIATES**

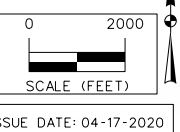
**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**OVERALL TRANSMISSION SITE PLAN**  
 MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**  
 1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
 712-322-3202 | www.snyder-associates.com

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Technician: EAL	Date: 04-10-20	Field Bk:	Pg:
Project No: 1170725		Sheet 3 of 24	



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- PROJECT BOUNDARY (10-19-18)



Sheet 4 of 24

Project No: 1170725

**SNYDER & ASSOCIATES**

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**

**OVERALL TRANSMISSION SITE PLAN**

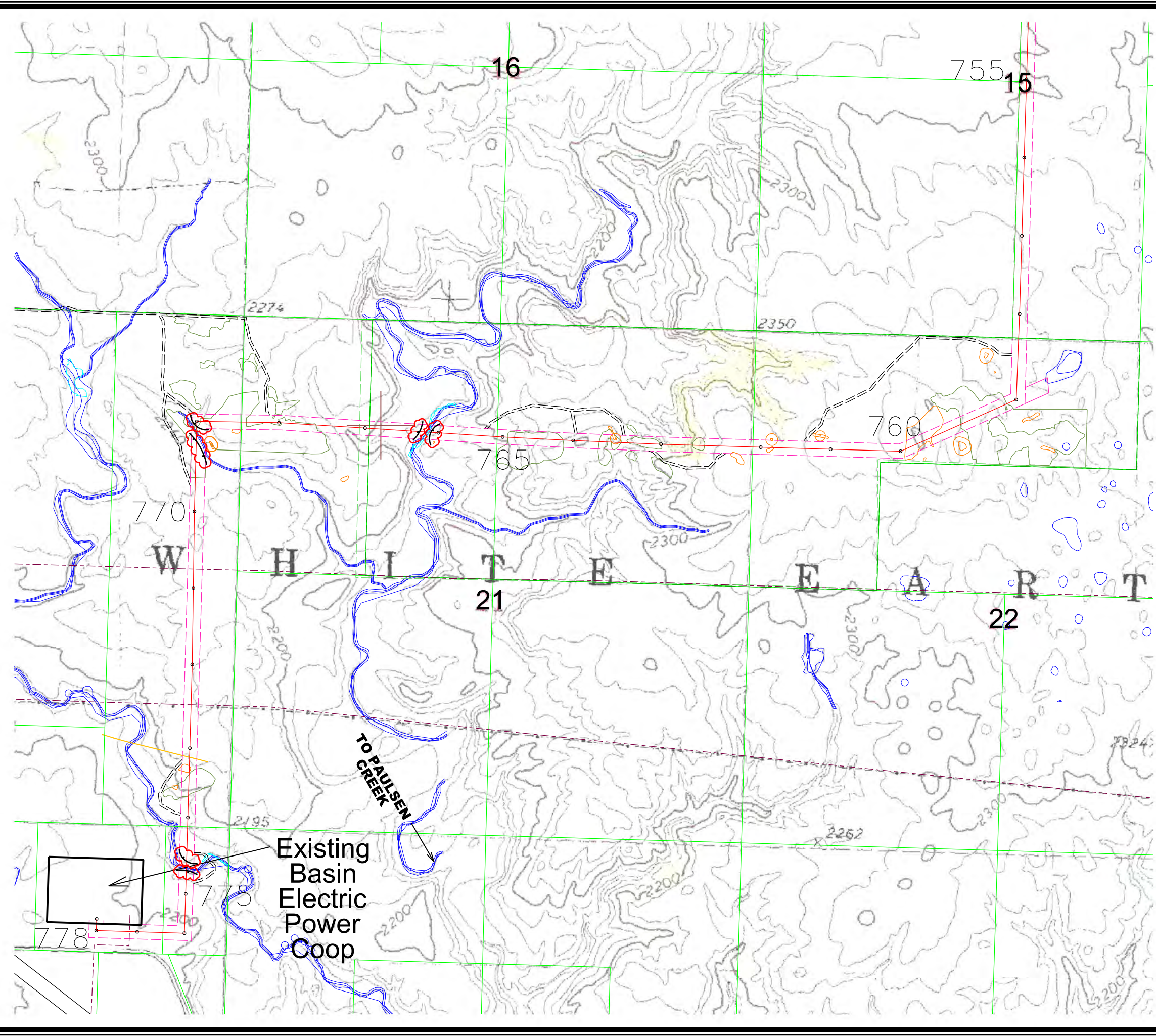
MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA

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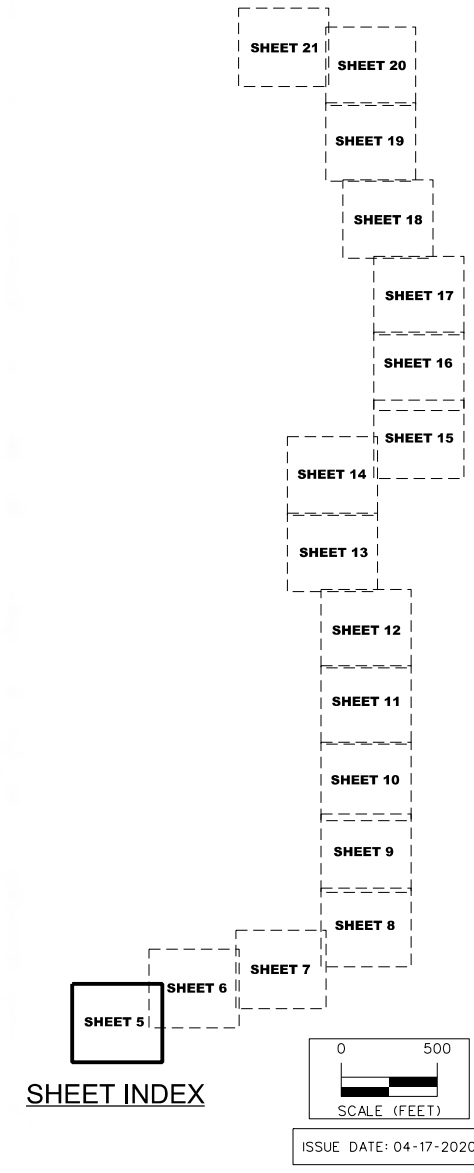
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Project No: 1170725	Sheet 4 of 24		

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  - SILT FENCE TO BE CONSTRUCTED SEE DETAIL SHEET ACTUAL LENGTHS AND LOCATIONS TO BE DETERMINED DURING CONSTRUCTION



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Technician: EAL	Date: 04-10-20		Project No: 1170725

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
**MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**

1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
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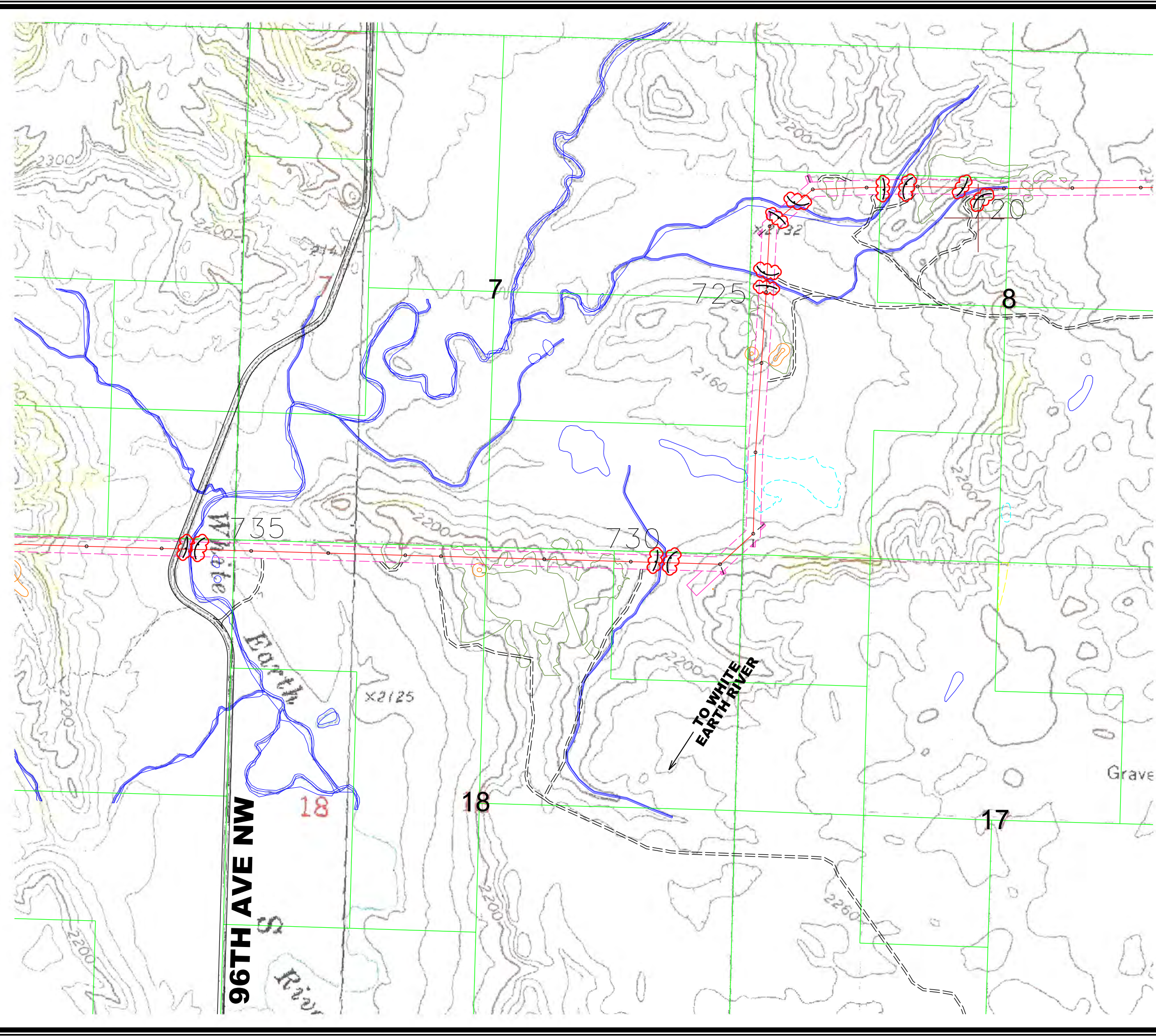
**SNYDER & ASSOCIATES**

Project No: 1170725

Sheet 5 of 24

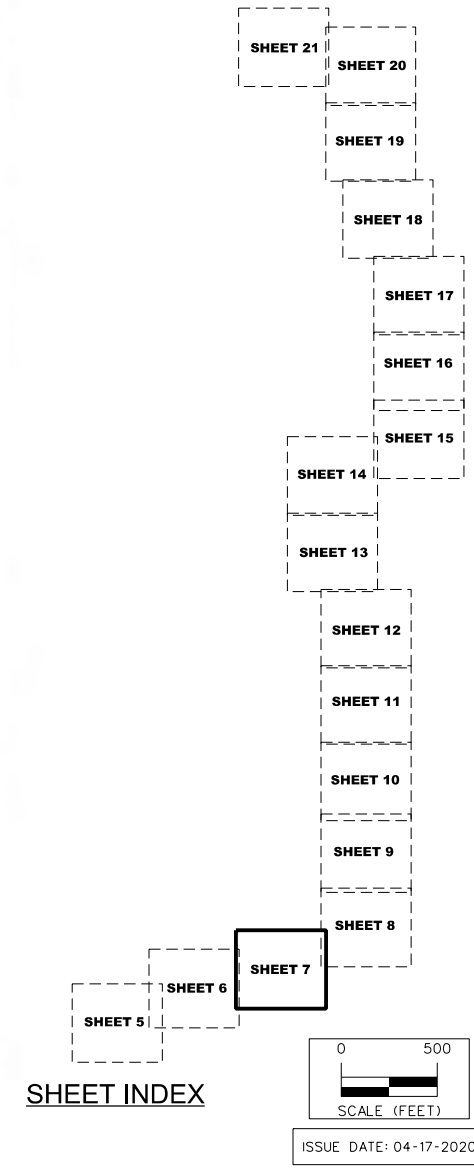


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### LEGEND

74	2.72MW GE TURBINE WITH NUMBER (90 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array)
64	2.3MW GE TURBINE WITH NUMBER (80 Meter Hub Height & 116 Meter Rotor Diameter 10-24-19 Array Turbines 44, 46, 53, 54, 56, 60, 61 & 64)
SM01	SCADA MET TOWER (08-21-19 LOCATIONS NO GIS)
—	ACCESS ROAD
---	TEMPORARY ACCESS ROAD/TURNAROUND
---	UNDERGROUND COLLECTION
---	OVERHEAD 345KV TRANSMISSION LINE
---	CONSTRUCTION EASEMENT
---	PERMANENT EASEMENT
---	CRANE PATH
---	PROPERTY BOUNDARY
---	EXISTING ROAD RIGHT-OF-WAY
---	EXISTING PIPELINE/WELL
---	EXISTING TRANSMISSION LINE
---	USFWS GRASSLAND EASEMENTS
---	ND GAME & FISH PLOTS LAND
---	DAKOTA SKIPPER HABITAT
---	LEK BUFFER 0.5 MILE (NOT TO SCALE)
---	ACTIVE RAPTOR NEST BUFFER 0.25 MILE (NOT TO SCALE)
---	NHD WATER BODIES & COURSES & ISOLATED WETLAND
---	WETLAND WITH 250' BUFFER
---	CULTURAL AVOIDANCE BUFFER
---	CRP EASEMENTS
---	NATIVE PRAIRIE HABITAT
---	SILT FENCE TO BE CONSTRUCTED SEE DETAIL SHEET, ACTUAL LENGTHS AND LOCATIONS TO BE DETERMINED DURING CONSTRUCTION



MARK	REVISION	DATE	BY

Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bk: Pg:
Technician: EAL	Date: 04-10-20		

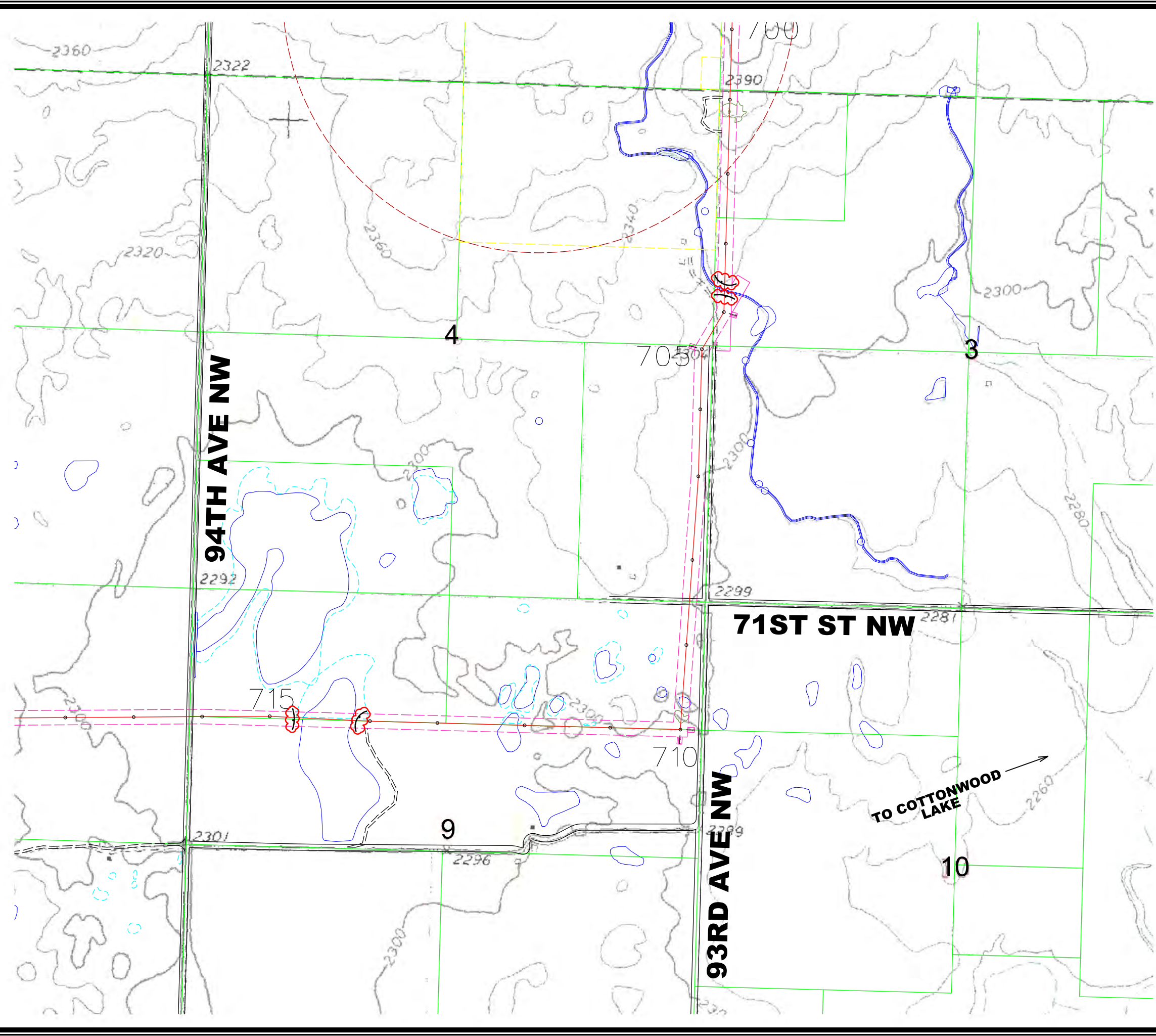
Project No: 1170725      Sheet 7 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION PLAN**      MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**

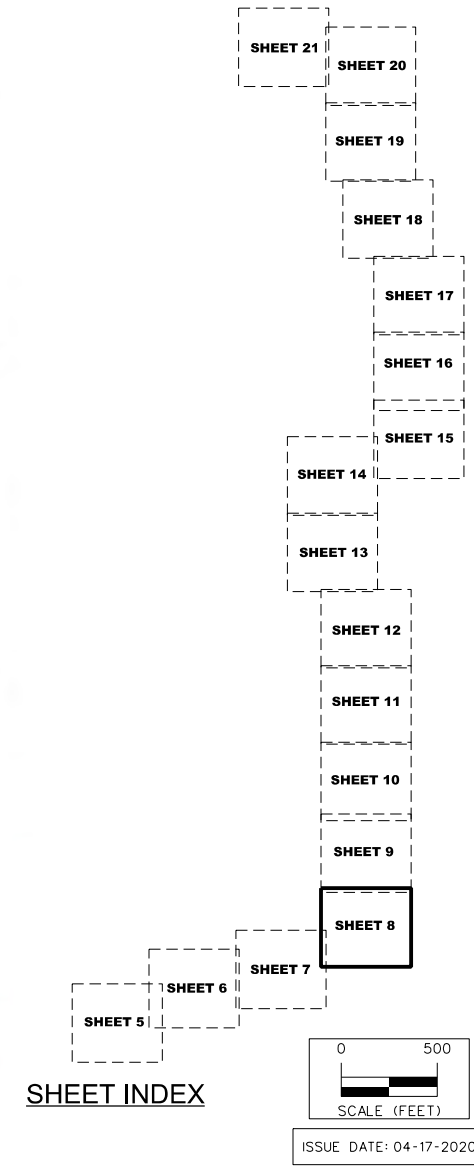
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 Project No: 1170725  
 Sheet 7 of 24

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 SNYDER 11000




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  - OVERHEAD 345KV TRANSMISSION LINE
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  - - - PERMANENT EASEMENT
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MARK	REVISION	DATE	BY

Engineer: **BJJ** Checked By: **EAH** Scale: 1" = 500'  
 Technician: **EAL** Date: **04-10-20** Field Bc:  Pr:   
 Project No: **1170725** Sheet **8** of **24**

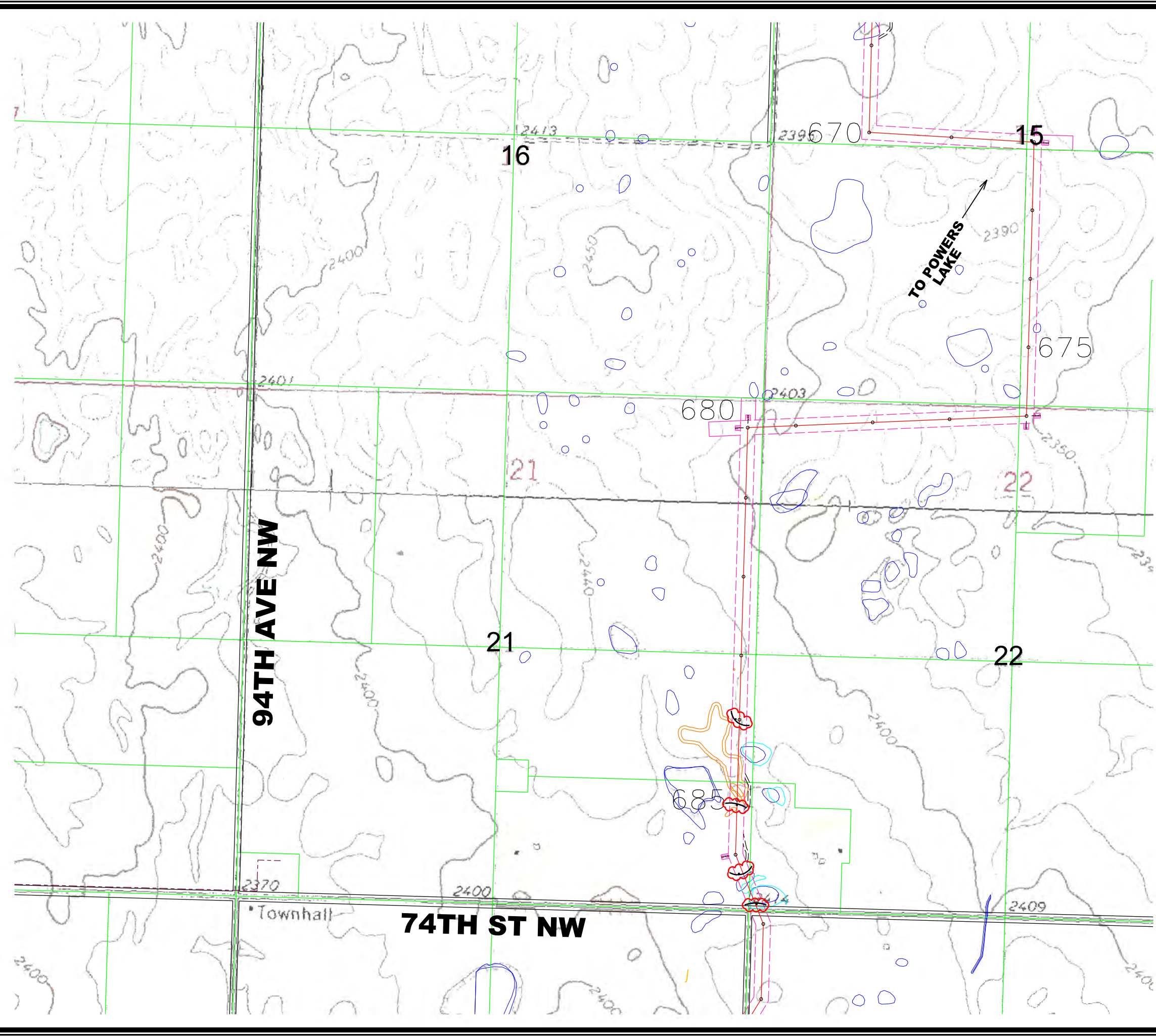
**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLNE**  
**STORM WATER POLLUTION PREVENTION PLAN**    MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**



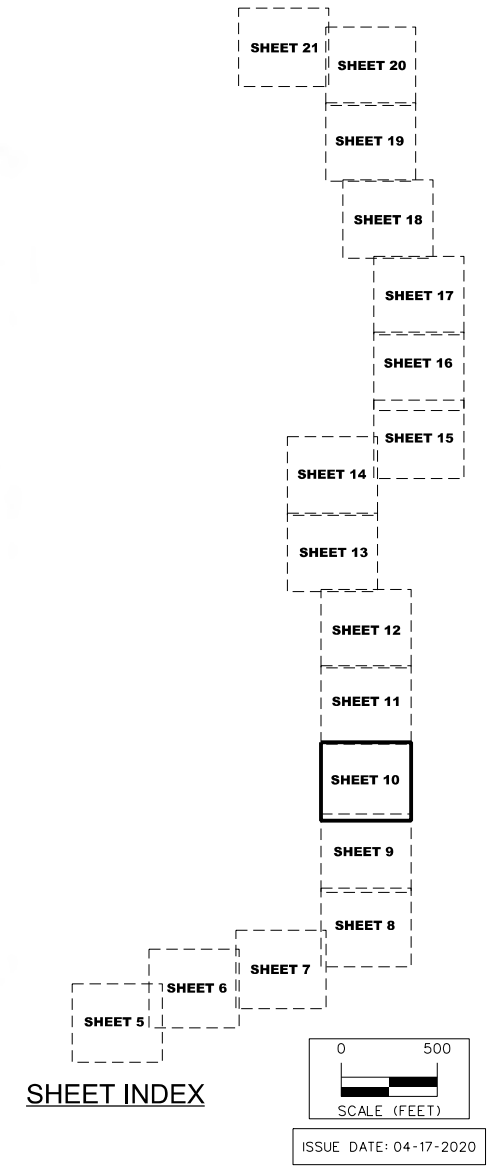
**SNYDER & ASSOCIATES**

Project No: 1170725  
Sheet 8 of 24





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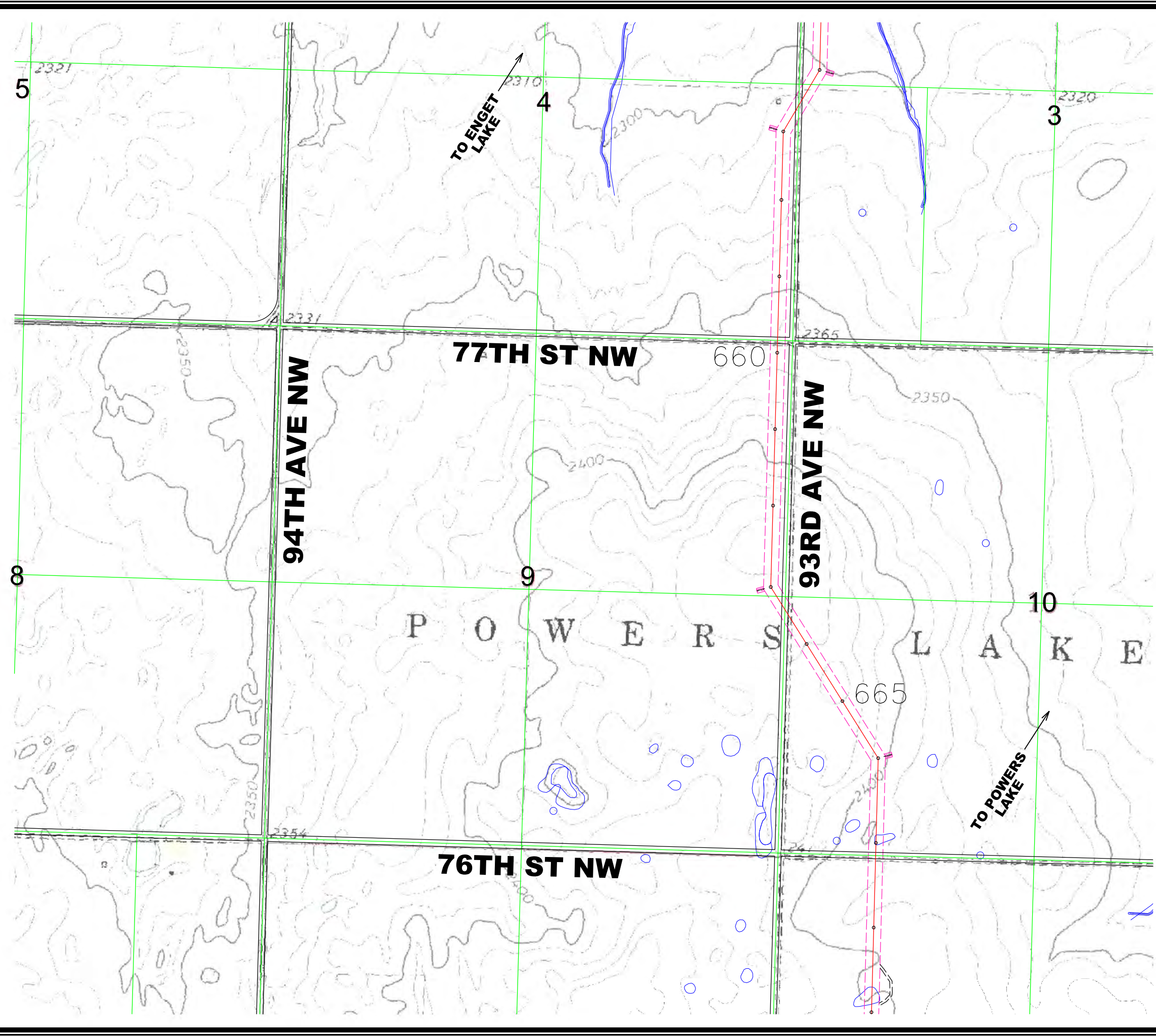


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Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bc:
Technician: EAL	Date: 04-10-20		Project No: 1170725

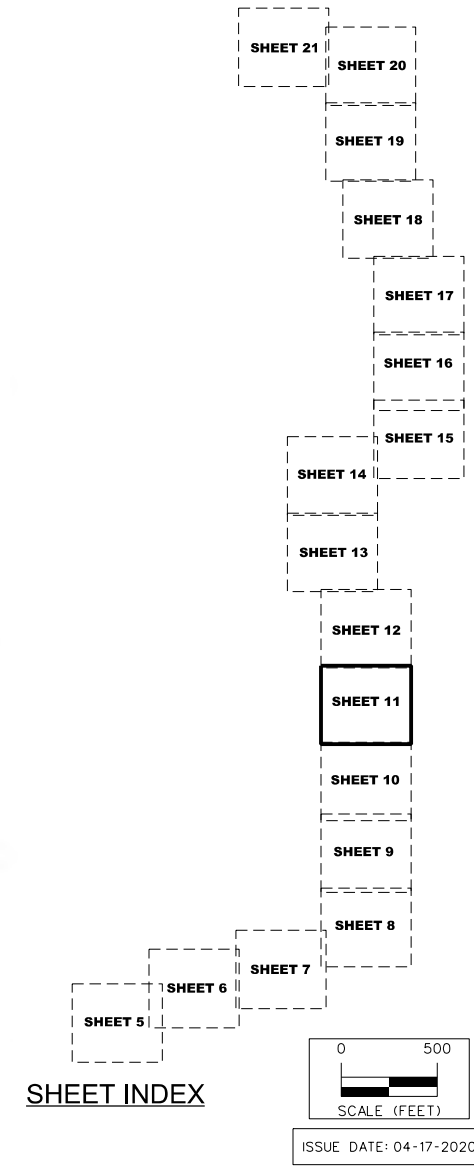
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**STORM WATER POLLUTION PREVENTION PLAN**  
 MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**  
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Project No: 1170725  
 Sheet 10 of 24

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MARK	REVISION	DATE	BY	MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bk:	Project No:	1170725	Sheet	11 of 24
Technician: EAL	Date: 04-10-20						

## NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE

### STORM WATER POLLUTION PREVENTION PLAN

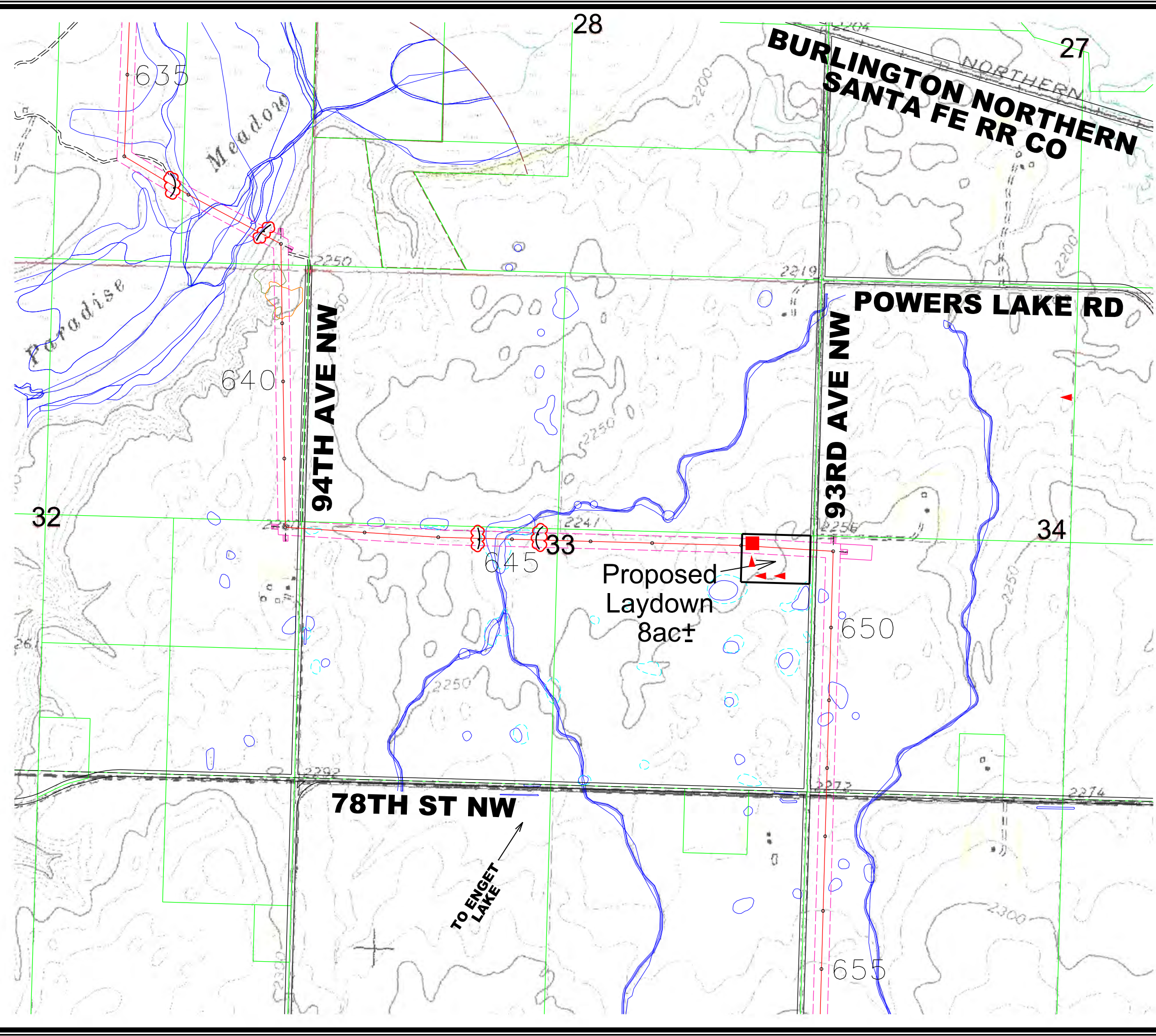
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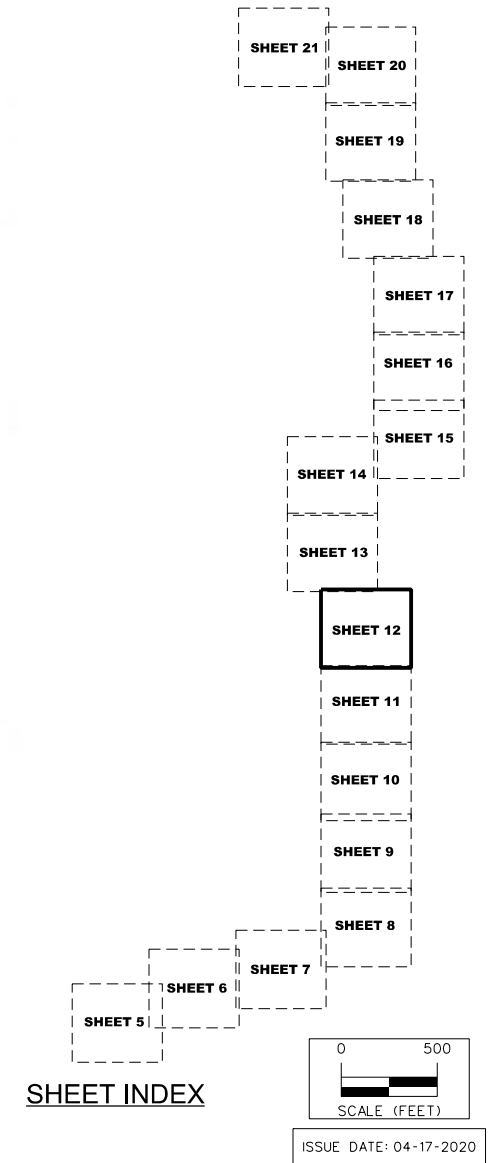
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Project No: 1170725	Sheet 11 of 24
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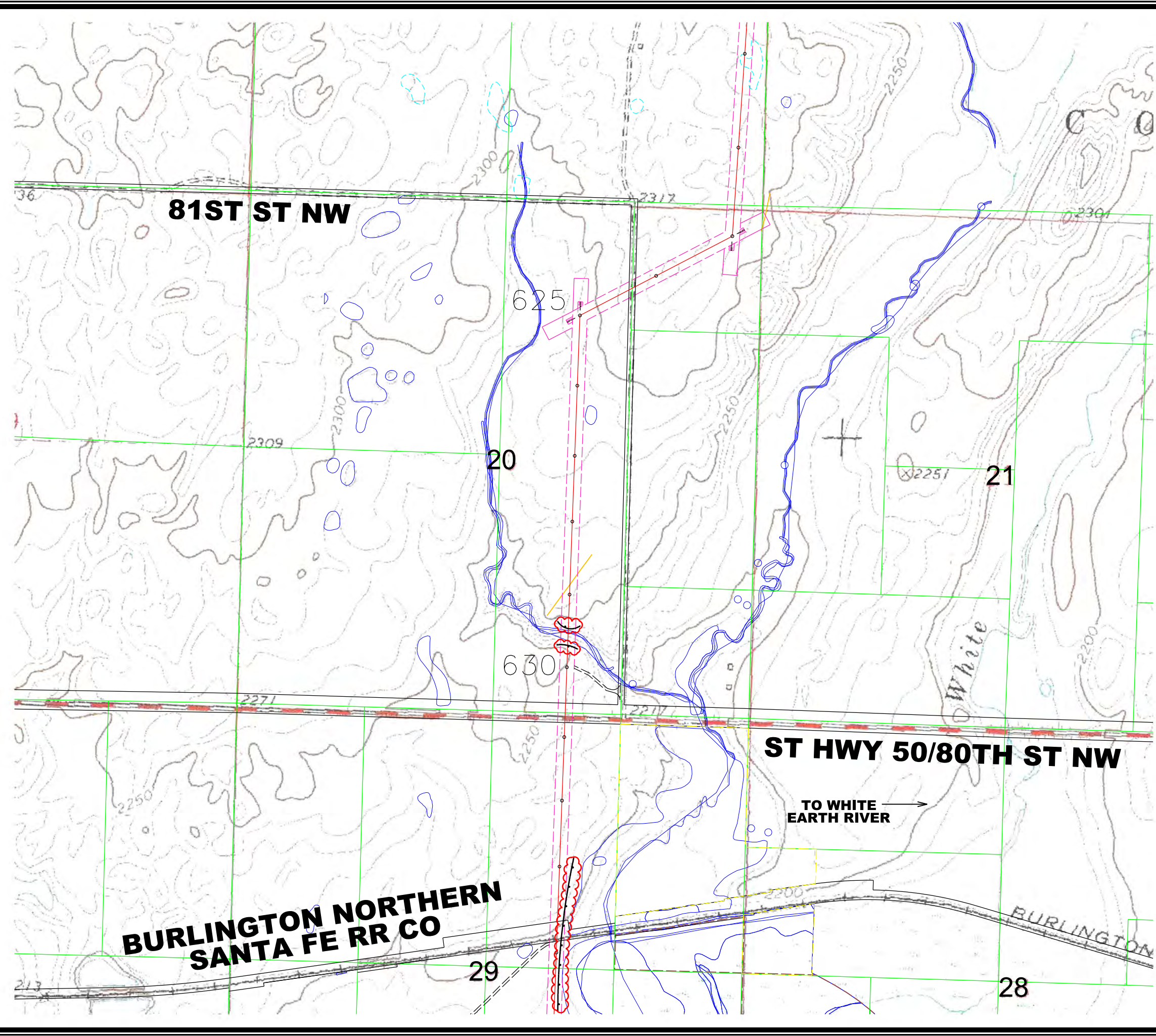
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  - DIVERSION BERM
  - SEDIMENT TRAP



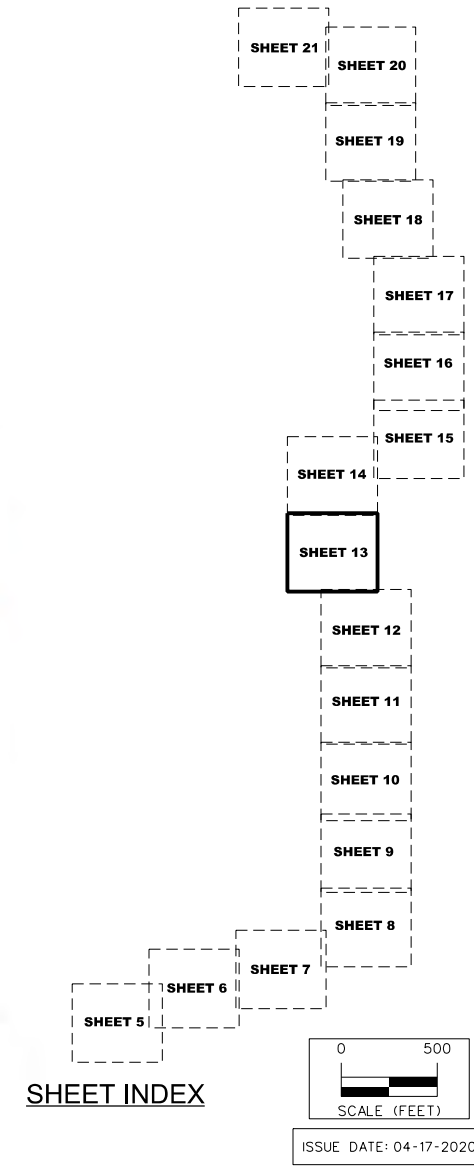
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Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bc:
Technician: EAL	Date: 04-10-20	Project No: 1170725	Sheet 12 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
 MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**  
 1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
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Project No: 1170725  
Sheet 12 of 24



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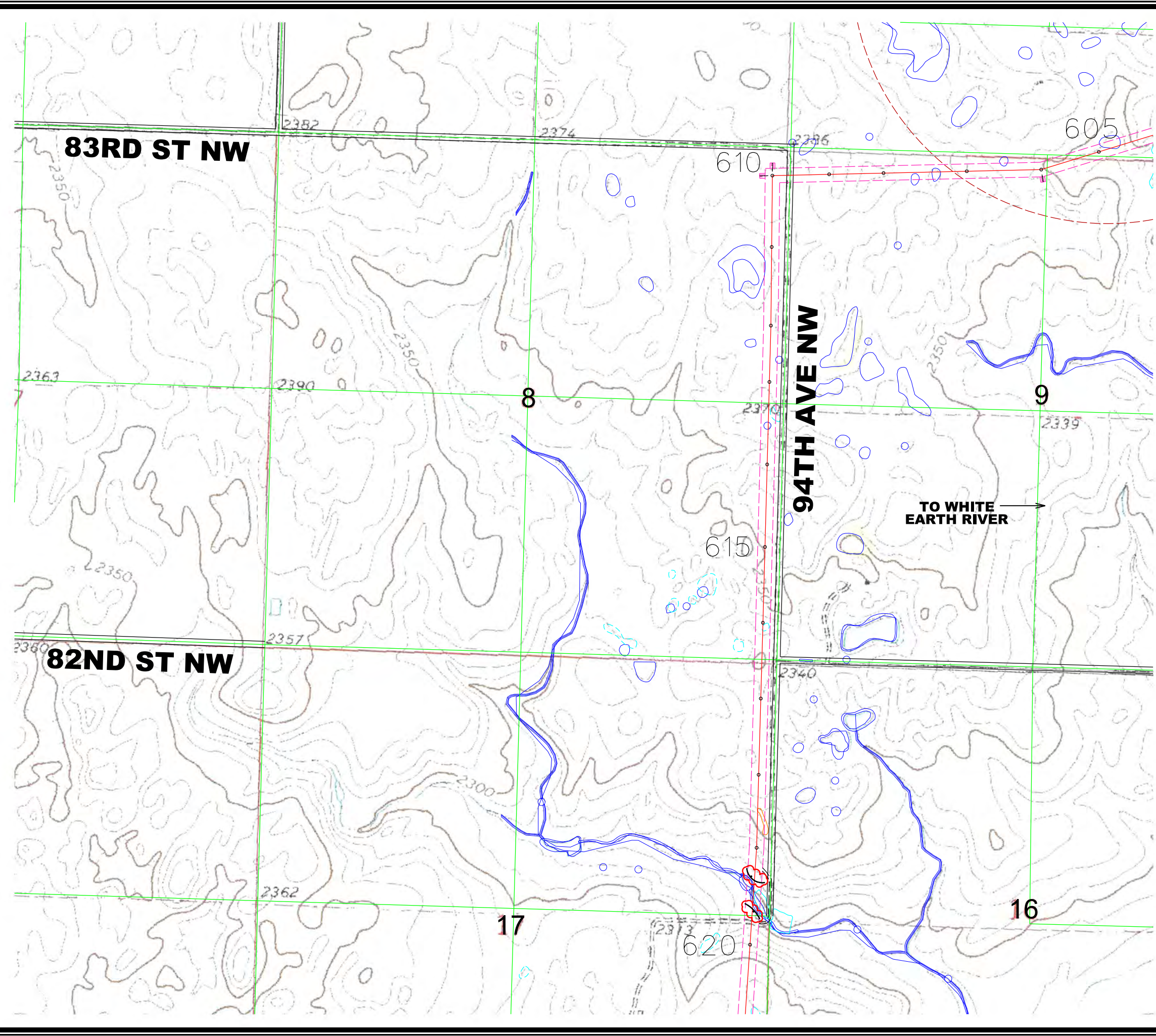


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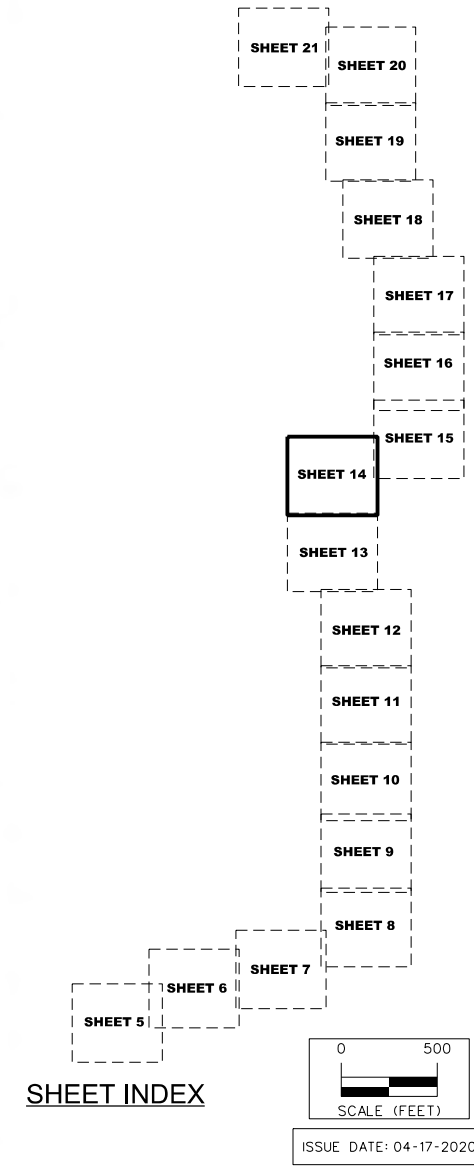
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Sheet 13 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**  
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**SNYDER & ASSOCIATES**  
Project No: 1170725  
Sheet 13 of 24



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MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bc:
Technician: EAL	Date: 04-10-20	Project No: 1170725	Sheet 14 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND LINE**

**STORM WATER POLLUTION PREVENTION PLAN** MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA

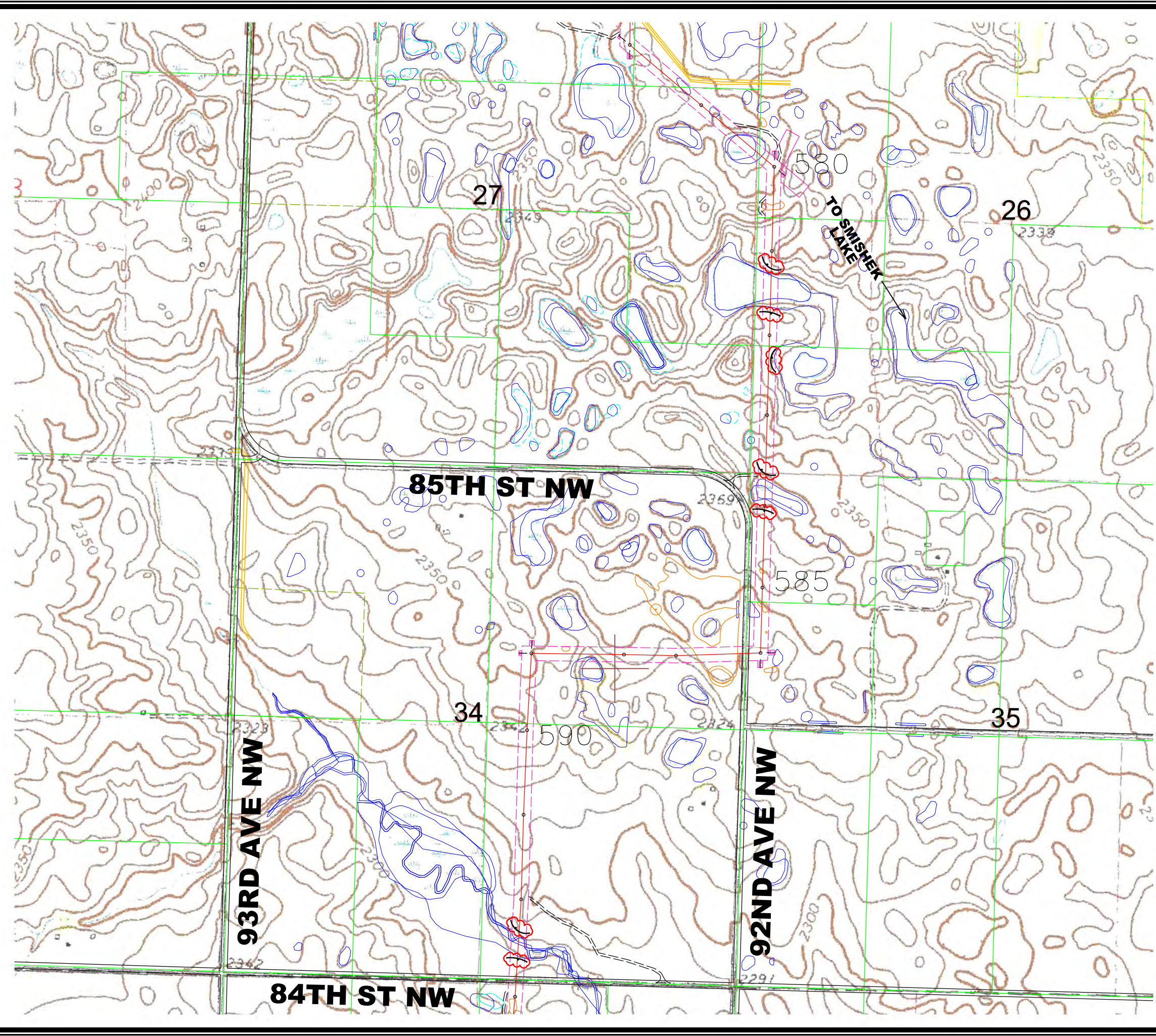
**SNYDER & ASSOCIATES, INC.**

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**SNYDER & ASSOCIATES**

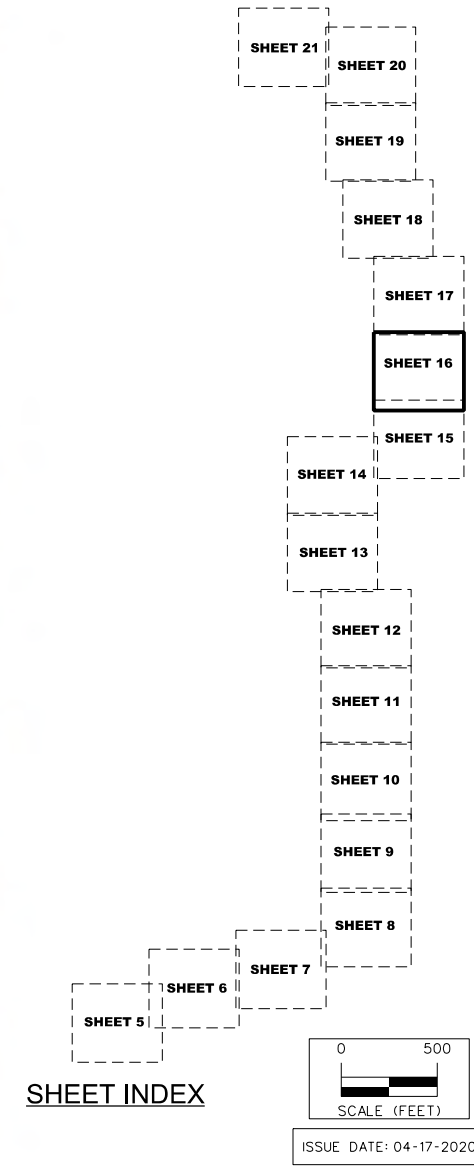
Project No: 1170725  
Sheet 14 of 24





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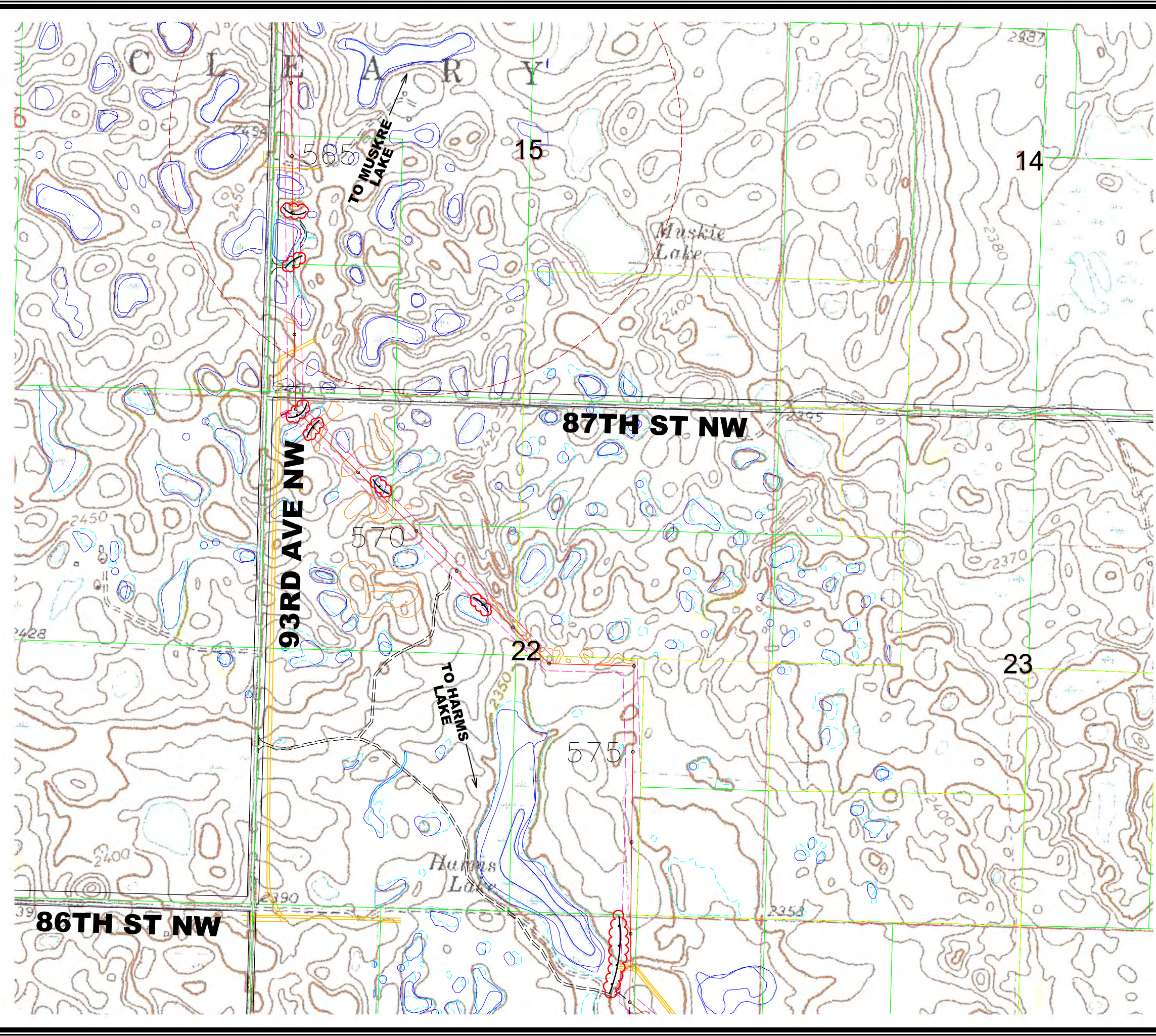
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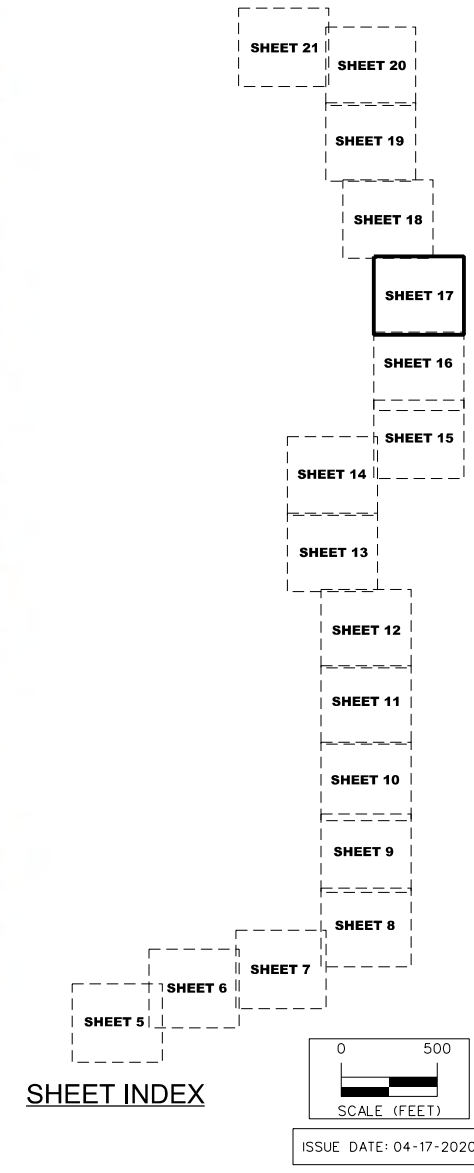
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Technician: EAL	Date: 04-10-20	Project No: 1170725	Sheet 16 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
 MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
**SNYDER & ASSOCIATES, INC.**

**SNYDER & ASSOCIATES**  
 Project No: 1170725  
 Sheet 16 of 24



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Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	Field Bk:
Technician: EAL	Date: 04-10-20		Project No: 1170725

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**

**STORM WATER POLLUTION PREVENTION PLAN**

**MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA**

**SNYDER & ASSOCIATES, INC.**

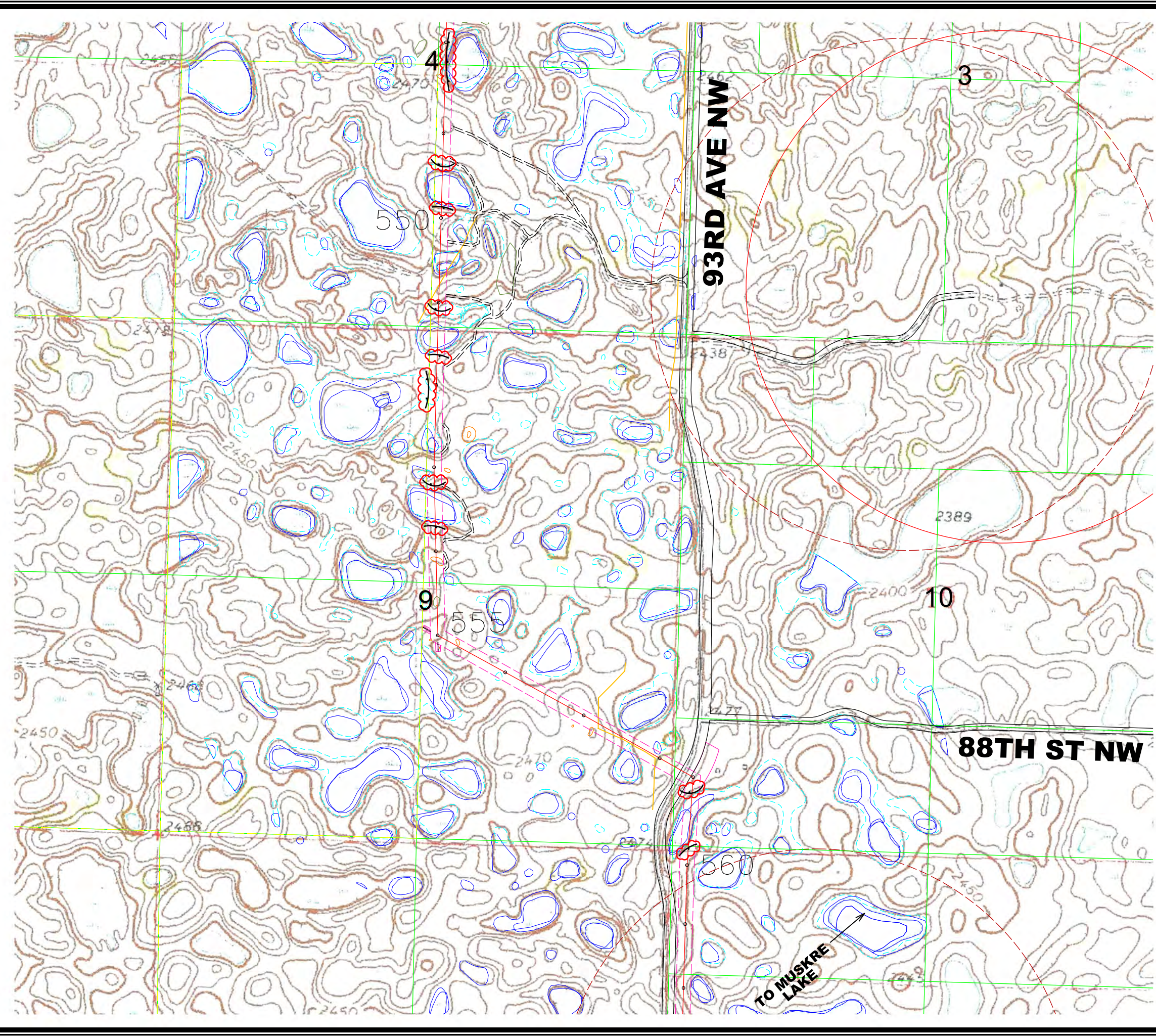
1751 MADISON AVENUE  
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712-322-3202 | www.snyder-associates.com

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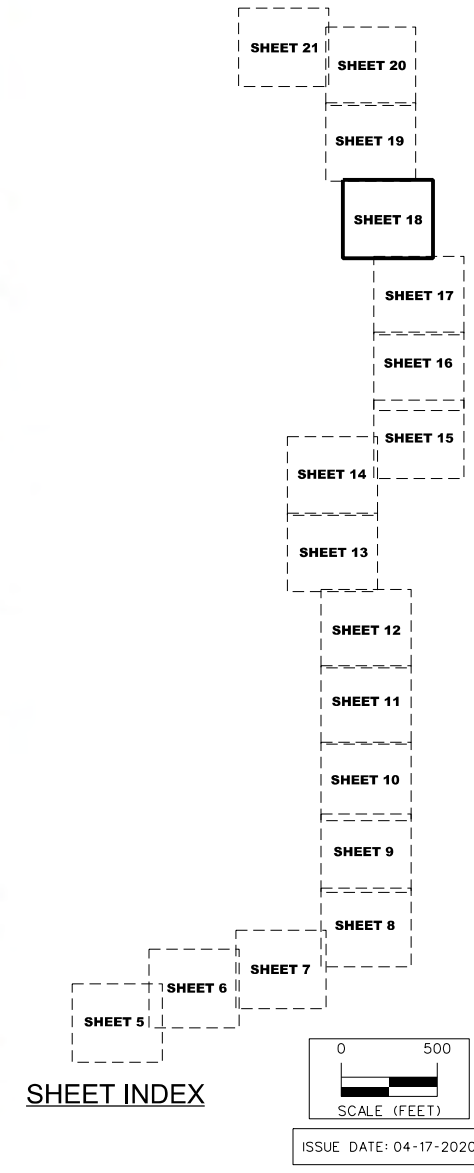
Project No: 1170725

Sheet 17 of 24

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—	ACCESS ROAD
---	TEMPORARY ACCESS ROAD/TURNAROUND
- - -	UNDERGROUND COLLECTION
---	OVERHEAD 345KV TRANSMISSION LINE
---	CONSTRUCTION EASEMENT
---	PERMANENT EASEMENT
---	CRANE PATH
---	PROPERTY BOUNDARY
---	EXISTING ROAD RIGHT-OF-WAY
---	EXISTING PIPELINE/WELL
---	EXISTING TRANSMISSION LINE
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---	ND GAME & FISH PLOTS LAND
---	DAKOTA SKIPPER HABITAT
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---	NHD WATER BODIES & COURSES & ISOLATED WETLAND
---	WETLAND WITH 250' BUFFER
---	CULTURAL AVOIDANCE BUFFER
---	CRP EASEMENTS
---	NATIVE PRAIRIE HABITAT
---	SILT FENCE TO BE CONSTRUCTED SEE DETAIL SHEET, ACTUAL LENGTHS AND LOCATIONS TO BE DETERMINED DURING CONSTRUCTION



MARK	REVISION	DATE	BY

Engineer	Checked By	Date	Field No.	Page
BJJ	EAH	04-10-20		
EAL				

Project No: 1170725  
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**NEXTERA ENERGY - NORTHERN DIVIDE WIND LINE**

**STORM WATER POLLUTION PREVENTION PLAN**

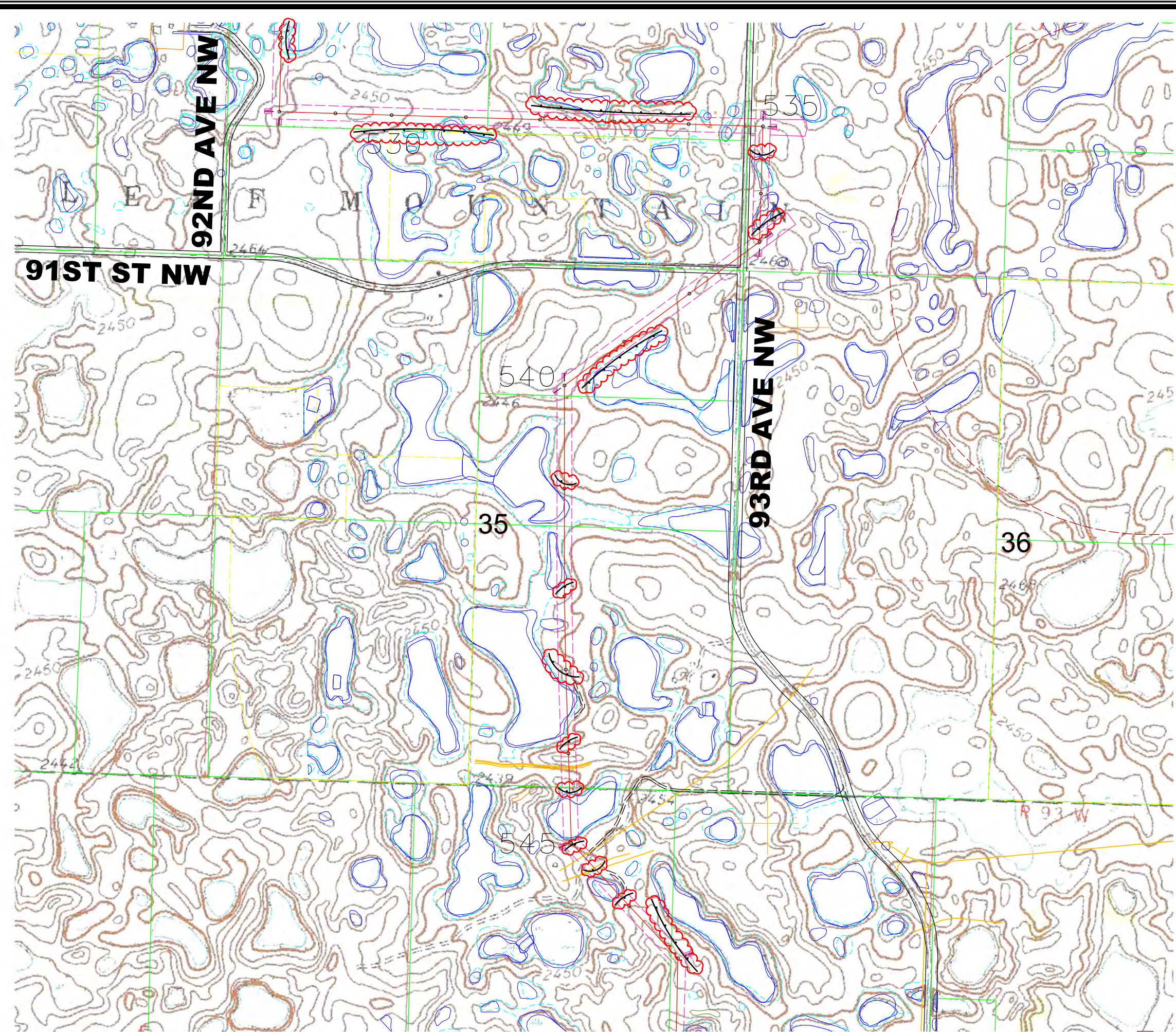
**MOUNTAIN & BURKE COUNTIES, NORTH DAKOTA**

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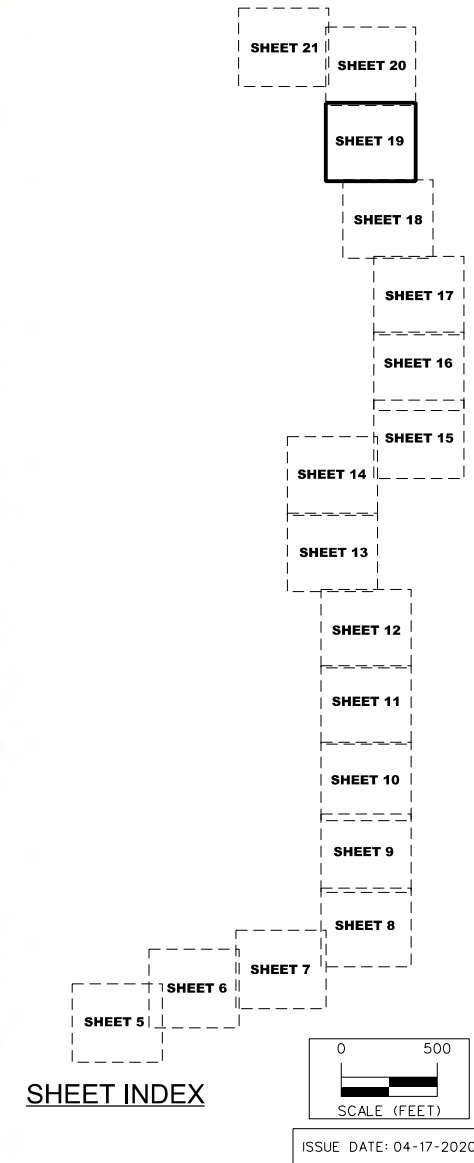
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Project No: 1170725  
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Technician: EAL	Date: 04-10-20	Project No: 1170725	Sheet 19 of 24

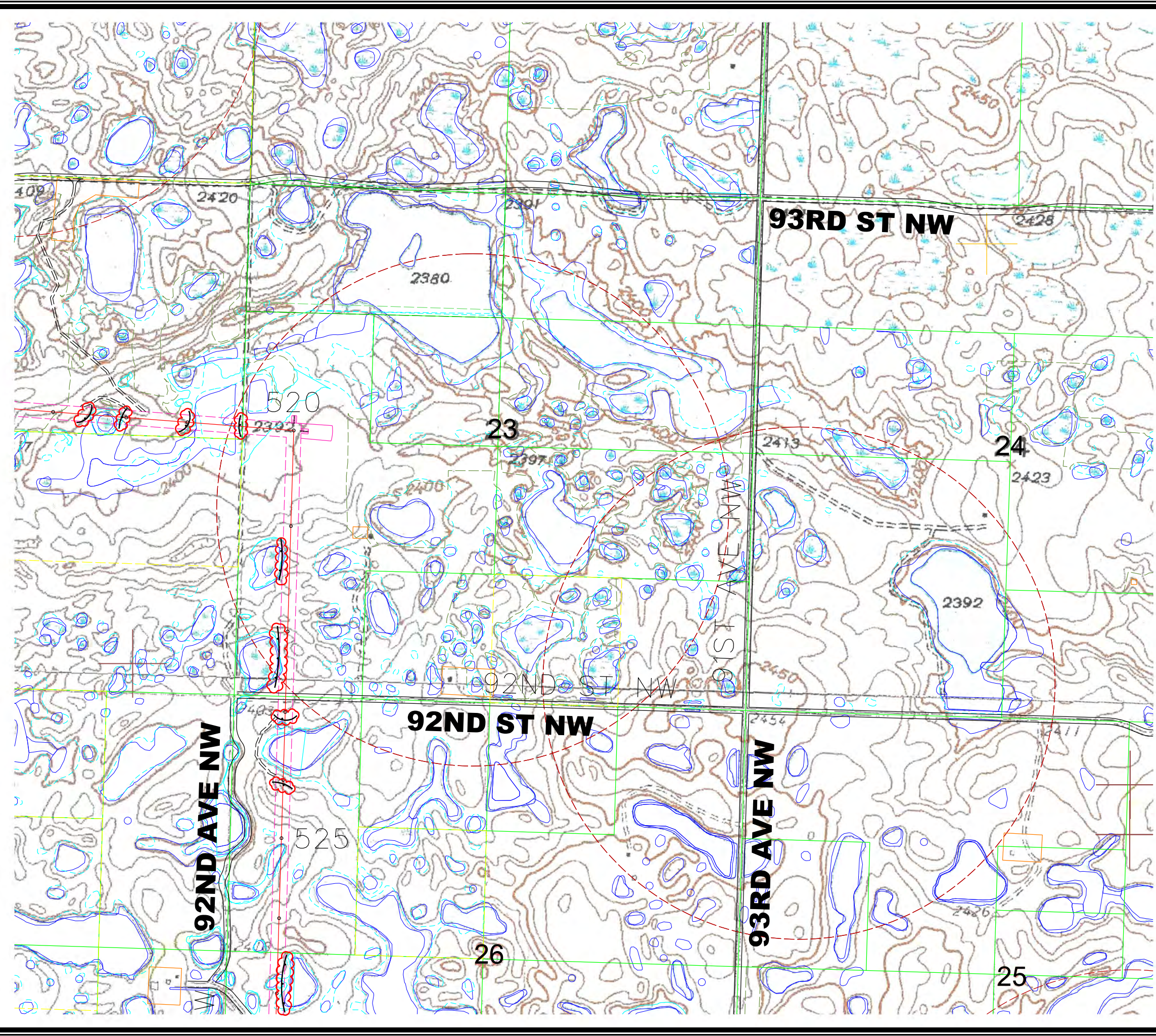
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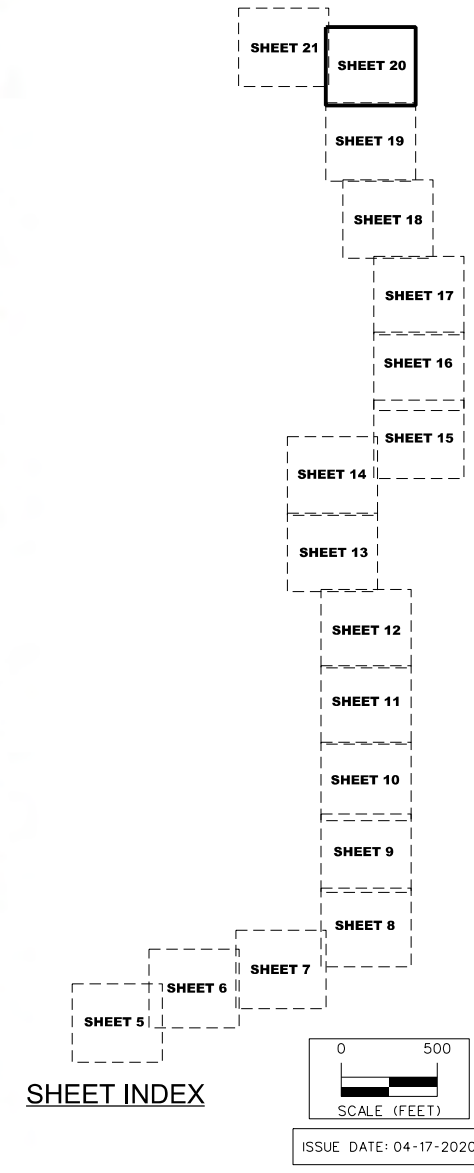
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Project No: 1170725  
 Sheet 19 of 24

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Engineer: BJJ	Checked By: EAH	Scale: 1" = 500'	
Technician: EAL	Date: 04-10-20	Field Bk:	Pr:

Project No: 1170725  
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**NEXTERA ENERGY - NORTHERN DIVIDE WIND LINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
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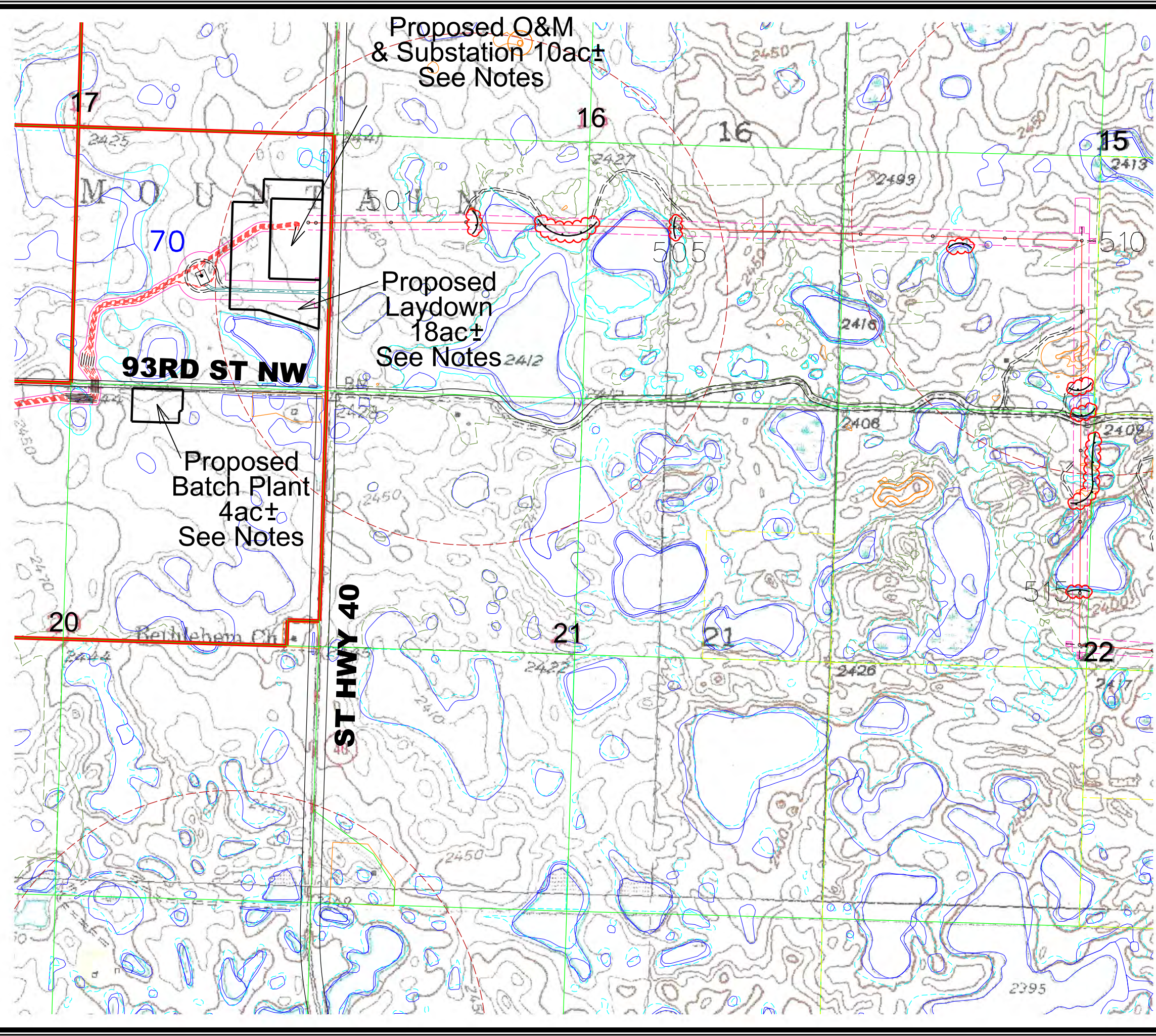
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**Proposed O&M  
& Substation 10ac±  
See Notes**

**Proposed Laydown  
18ac±  
See Notes**

**93RD ST NW**

**Proposed Batch Plant  
4ac±  
See Notes**

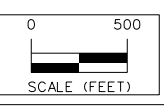
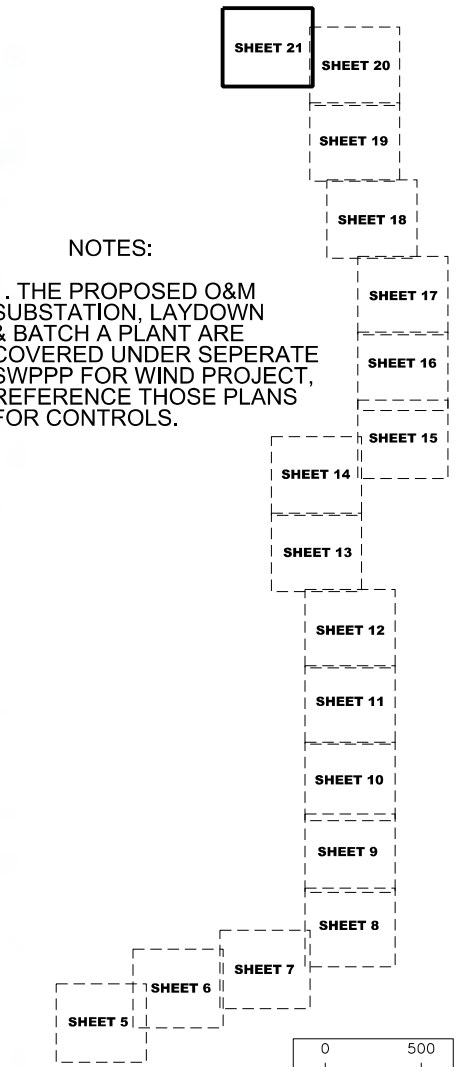
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**NOTES:**

1. THE PROPOSED O&M SUBSTATION, LAYDOWN & BATCH A PLANT ARE COVERED UNDER SEPERATE SWPPP FOR WIND PROJECT, REFERENCE THOSE PLANS FOR CONTROLS.



ISSUE DATE: 04-17-2020

MARK	REVISION	DATE	BY

Project No: 1170725  
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**NEXTERA ENERGY - NORTHERN DIVIDE WIND LINE**  
**STORM WATER POLLUTION PREVENTION PLAN**  
**MOUNTAIN & BURKE COUNTIES, NORTH DAKOTA**  
**SNYDER & ASSOCIATES, INC.**

Project No: 1170725  
Sheet 21 of 24

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**STORM WATER DISCHARGE PERMIT**

This project requires the obtaining of an NPDES General Permit No. SDR10 for Storm Water Discharges Associated with Construction Activity from the South Dakota Department of Environmental and Natural Resources (SDDENR). The permit has effective dates April 1, 2018 to March 31, 2023. The owner shall obtain a permit and is responsible for submitting a Notice of Intent (NOI) for a permit. The owner is also responsible for developing a Storm Water Pollution Prevention Plan (SWPPP).

**NOTICE OF INTENT**

The NOI must be submitted to the SD DENR 15 Calendar days prior to construction activities. Coverage must be obtained before land disturbing construction activities may start. Geotechnical drilling on the site does not count as a land disturbing activity. The SD DENR will send the applicant a letter stating permit coverage and assign the project a Permit Number. The Permit Number will be required for site postings, the Notice of Termination (NOT), and any correspondence with the SD DENR.

**NOTICE OF TERMINATION**

All parties that submitted an NOI shall submit a Notice of Termination (NOT) to the SD DENR within thirty days of final stabilization of the project. Final stabilization is defined as: All soil disturbing activities at the site have been completed and all soils must be stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions and:  
a. All drainage ditches, constructed to drain water from the site after construction is complete, must be stabilized to preclude erosion;  
b. All temporary synthetic, and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization; and  
c. The permittee(s) must clean out all sediment from conveyances and from temporary sedimentation basins that will be used as permanent water quality management basins. Sediment must be stabilized to prevent it from being washed back into the basin, conveyances or drainage ways discharging off-site; or to surface waters. The cleanout of permanent basins must be sufficient to return the basins to design capacity.

**REPORTING SPILLS**

Where a release containing a hazardous substance or oil in excess of a reportable quantity occurs during a 24 hour period notify the National Response Center (NRC) at 1-800-424-8802 as soon as the permittee has knowledge of the discharge. Also, notify the State of South Dakota, Division of Emergency Management at 1-605-773-3231. In addition, a written submission to both the Department and the EPA shall be provided within 5 days of the time that the permittee became aware of the circumstances.

**RECORDS LOCATION AND RETENTION OF RECORDS**

The owner shall retain copies of the Pollution Prevention Plan, a copy of the general permit, the signed Notice of Intent, coverage letter from the department, and the Project Inspection Diary for at least 3 years after the site is finally stabilized. A copy of the current records mentioned above shall be filed on site during project construction and be made readily available to the SD DENR upon request.

**STANDARD PERMIT CONDITIONS**

The contractor shall view the listing of Standard Permit Conditions that apply to this general permit. The general permit can be viewed on-line at the SD DENR website - www.denr.sd.gov/des/sw/IPermits/ConstructionGeneralPermit2018.pdf. The contractor will be provided a copy of the general permit upon request.

**STORMWATER POLLUTION PREVENTION PLAN**

The SD DENR may notify the owner at any time that the SWPPP does not meet minimum requirements. After such notification, the owner shall have seven days to make changes to the plan, the contractor shall perform the required changes. The owner shall submit to the SD DENR a written certification that the requested changes have been made.

The owner shall amend the plan whenever there is a change in design, construction, operation, or maintenance that has a significant effect on storm water discharges.

The contractor shall provide personnel to inspect disturbed areas of the construction site, material storage areas for potential hazardous material leaks, vehicle entrance/exits for sediment tracking, and the site controls. The general permit requires inspection every 14 days and within 24 hours after any storm event greater than 0.25 inches of rain per 24 hour period. Permittee shall utilize a rain gage located near the site where parts of the construction site have been completed but do not meet the 70% perennial vegetative cover criteria, inspections of the stabilized areas may be reduced to once per month.

The inspector mentioned above will prepare an Inspection Form, to be kept with the SWPPP. At a minimum each inspection report shall include: the date and time of the inspection, the name of the inspector, the qualifications/title of the inspector, scope of inspection, any actions required based on the inspection, corrective actions recommendations, date and amount of all rainfall events greater than 0.25 inches in 24 hours, documentation that the SWPPP plan has been amended when substantial changes are made to the erosion and sediment controls or other BMP's in response to inspections. The form may also include dates when major grading activities occurred or ceased in areas and dates when areas were stabilized. A list of hazardous materials stored on site at the time of inspection should be made on the inspection form as well.

Corrective action reports shall also be recorded and retained and shall include: BMP corrected; date and time of corrective action; name of person performing corrective action; corrective actions taken. Inspection reports and corrective action reports shall be certified per Section 4.6 of the SDR 10-0000 permit.

The Storm Water Pollution Prevention Plan shall be updated to reflect actions taken after inspections.

Maintenance of all temporary and permanent erosion control measures is the responsibility of the contractor. Cleaning of silt sediment basins shall begin when they have lost 50% of their capacity. Silt fence, fiber rolls or similar devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/2 the height of the device.

**POLLUTION PREVENTION PLAN CERTIFICATION STATEMENT**

"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."

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contractor Information  
Company \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_

**STORM WATER POLLUTION PREVENTION PLAN NOTES**

**SITE DESCRIPTION**

1. This project, located in Mountrail & Burke Counties, North Dakota, involves minor grading for the installation of an overhead transmission line, substation and O&M area for the purpose of electrical power generation and supply.
2. The transmission line project area is located on approximately 8,388 acres. Minor site grading for foundation excavation and setting of transmission poles are the predominant land disturbing activities. The estimated disturbed area is 750 acres. The estimated start date for land disturbing activities is May 29, 2020 with an ending date of May 29, 2021.
3. Existing surface soils throughout the site are mainly Williams-Zahl loams, Zahl-Williams loams, Zahl-Max-Parnell complex, Zahl-Williams-Zahl complex, Zahl-Williams-Bowbells loams, Williams-Zahl-Zahl-Zahl complex, Williams-Bowbells loams, Southam silty clay loam, & Wobek-Lehr-Appam complex. Existing land use is mostly agricultural and rangelands. This site is generally rolling, with some flat areas and some rock outcroppings.
4. See the Stormwater Pollution Prevention Plan map for drainage patterns and slopes, locations of disturbed areas, location of structural controls and/or stabilization areas, and surface waters.
5. The project site generally drains from swales and road ditches to unnamed tributaries of the Willow Creek. See the site map for storm drainage outlet locations. None of the receiving surface water bodies are within areas known to be waters 303(d).
6. The laydown yard site will have a rock surface placed simultaneously with or immediately after completion of stripping topsoil. Strippings will be used to construct perimeter diversion berms on down gradient sides of sites. The sites may be stripped and rocked in phases. A Sediment trap will be constructed. At a minimum, existing vegetative buffer strips and silt fences will provide treatment of storm water discharges from the site.

**EROSION AND SEDIMENT CONTROLS**

**A. STABILIZATION**

1. Disturbed areas of the construction site must complete stabilization measures by the following
2. Minimize disturbed areas. Match existing land contours when possible. Minimize impervious surfaces. Protect natural vegetation outside of construction areas and disturb to a minimum inside construction areas.
3. The project will use staged construction to minimize the amount of land disturbed at any one time.
4. Buffer strips of existing vegetation will remain adjacent to construction zones. Buffer Strips shall be 1 foot width for every 5 feet of disturbed area which drains to the buffer.
5. Dust control on the site will be monitored. The contractor will sprinkle access roads with water if the owner determines that dust is a problem.
6. Seed disturbed areas within the county shall be right of way per county requirements. Seed non-crop disturbed areas on private property with a mix approved by the owner.
7. 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 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.

**B. STRUCTURAL CONTROLS**

1. Silt Fence shall be placed downstream of disturbed areas as determined by the owner or contractor during construction. See the detail on the Stormwater Pollution Prevention Plan for correct installation of Silt Fence.
2. Temporary soil stockpiles draining toward surface waters or wetlands must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems or conduits and ditches.
3. Inlet and outlet protection including energy dissipation devices for culverts will be used such as rip-rap, or geotech fabric as determined by the owner or contractor during construction.
4. Existing drainage ways on the site will be protected from site run-off by the use of silt fence ditch checks, rip-rap, or geotech fabric as determined by the owner or contractor during construction.

**OTHER PREVENTION MEASURES**

1. Construction entrances adjacent to public/private roads shall be graveled/stabilized/compacted immediately to prevent vehicle tracking of on-site sediments.
2. Provide portable toilets for proper disposal of sanitary sewage. Wastes shall be collected and disposed in compliance with local, state, and federal regulations.
3. Monitor construction vehicle maintenance areas. Note that external washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on-site.
4. Install containment berm or other secondary containment devices around fuel storage, equipment maintenance areas, and chemical storage areas. Monitor storage areas for potential hazardous material spills. List any hazardous materials stored on site in the inspection report. Areas currently used for crop production need not be seeded, but will be finished after activities have permanently or temporarily ceased and will not resume in 14 days working day. Disturbed graded for next seasons crops. Seed non-crop disturbed areas

**HAZARDOUS MATERIAL SPILL PREVENTING AND RESPONSE**

1. The contractor is responsible for training all personnel in the proper handling and cleanup of spilled materials. No spilled hazardous materials or wastes will be allowed to come into contact with storm water discharges. If contact does occur, the storm water discharge will be contained on site until appropriate measures in compliance with all Federal, State, and local regulations are followed to dispose of the hazardous substance.
2. In addition to Good Housekeeping and material management practices, the following practices shall be done to minimize the potential for hazardous material spills and to reduce the risk of the spill coming in contact with storm water.
  - Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
  - Materials and equipment necessary for spill control, containment and cleanup will be provided onsite in the material storage area. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, sorbent booms, and plastic and metal trash containers.
3. In the event of a spill, the following procedures will be followed:
  - All spills will be cleaned up immediately following discovery.
  - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substance.
4. Material Management Practices- the following is a list of practices that will be used onsite to minimize the risk of spills or other accidental exposure of materials and substances to storm water runoff.
  - a. Good Housekeeping
    - An effort will be made to store onsite only enough products required to complete the job.
    - All materials stored onsite will be kept in a neat, orderly manner and in their appropriate containers. If possible, products shall be kept under a roof or other enclosure.
    - Materials will be kept in their original containers with the original manufacturer's label.
    - Whenever possible, all of a product will be used up before disposing of the container.
    - Manufacturer's recommendations for proper use and disposal will be followed.
    - The job site superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.
  - b. Hazardous Products
    - Products will be kept in their original containers with the original manufacturer's label.
    - The original labels and material safety data will be kept for each of the materials as they contain important product information.
    - Disposal of any excess product will be done in a manner that follows all manufacturers', federal, local and state recommended methods for proper disposal.
  5. The following is a list of potential sources of pollution and specific practices to reduce pollutant discharges from the materials or sources expected to be present during construction.
    - a. Petroleum Storage Tanks
      - All onsite vehicles shall be inspected and monitored for leaks and receive preventative maintenance to reduce the chance of leakage.
      - Steps will be taken by the contractor to eliminate contaminants from storage tanks from entering ground soil. Any petroleum storage tanks kept onsite will be located with an impervious surface between the tank and the ground.
    - b. Fertilizers- shall be applied in minimal amounts as recommended by the manufacturer. It shall be worked into the soils to minimize the contact with storm water discharge.
    - c. Paints, paint solvents, and cleaning solvents- Excess paints and solvents shall not be discharged into the storm sewer system. The contractor shall refer to the manufacturer's instructions and federal regulations on the proper disposal from the site.
    - d. Concrete Wastes
      - Concrete trucks will be allowed to washout or discharge excess concrete only in specifically designed areas which have been prepared to minimize the concrete and storm water discharge from the site.
      - The hardened product from the concrete washout areas will be disposed of as other non-hazardous waste materials or may be broken up and used on the site for other appropriate uses.
    - e. Solid and construction wastes- All trash and construction debris shall be deposited into a dumpster that will be emptied as necessary. No construction waste materials will be buried on site. The dumpsters must be put in a location where the contact with the storm water discharge is minimized.

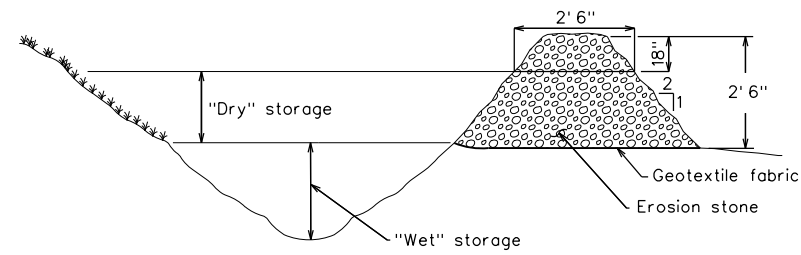
CONSTRUCTION ACTIVITIES & SCHEDULE	
ACTIVITY	SCHEDULE
INSTALL ALL BMP'S NEEDED AS SHOWN ON SITE PLANS SUCH AS SILT FENCE AND OTHER STRUCTURAL CONTROLS.	PRIOR TO ANY STRIPPING OF EXISTING VEGETATION FOR CONSTRUCTION OF THE PROJECT
PROCEED WITH CONSTRUCTION AS SHOWN ON PLANS, BUT DISTURBING NO MORE AT ONE TIME THAN IS NECESSARY.	AFTER INSTALLING ALL BMP'S NEEDED AND SHOWN ON THE SITE PLANS.
BMP MAINTENANCE	ONGOING
MULCHING, EROSION MAT PLACEMENT, ESTABLISHMENT OF TEMPORARY OR PERMANENT VEGETATION	AFTER COMPLETION OF CONSTRUCTION OR WHEN WORK IS SCHEDULED TO CEASE FOR MORE THAN 14 DAYS IN ANY DISTURBED AREA.
REMOVAL OF BMP'S	BMP'S MAY NOT BE REMOVED UNTIL EACH IMPACTED DRAINAGE BASIN HAS BEEN FULLY STABILIZED.

ISSUE DATE: 04-17-2020

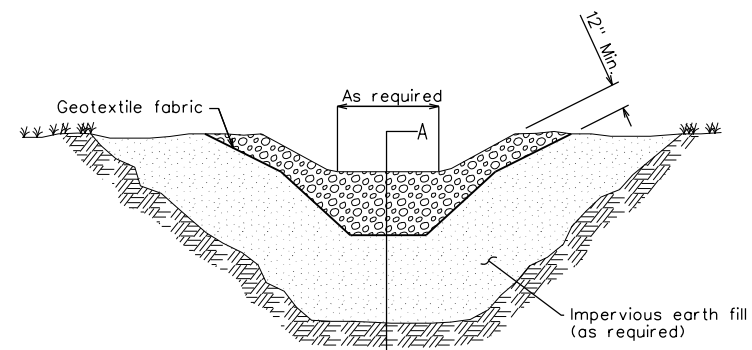
MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: EAH	Scale: 1"= NTS	
Technician: EAL	Date: 04-10-20	Field No:	
		Project No: 1170725	Sheet 22 of 24

**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA  
STORMWATER POLLUTION PREVENTION PLAN NOTES  
**SNYDER & ASSOCIATES, INC.**  
1751 MADISON AVENUE  
COUNCIL BLUFFS, IA 51503  
712-322-3202 | www.snyder-associates.com





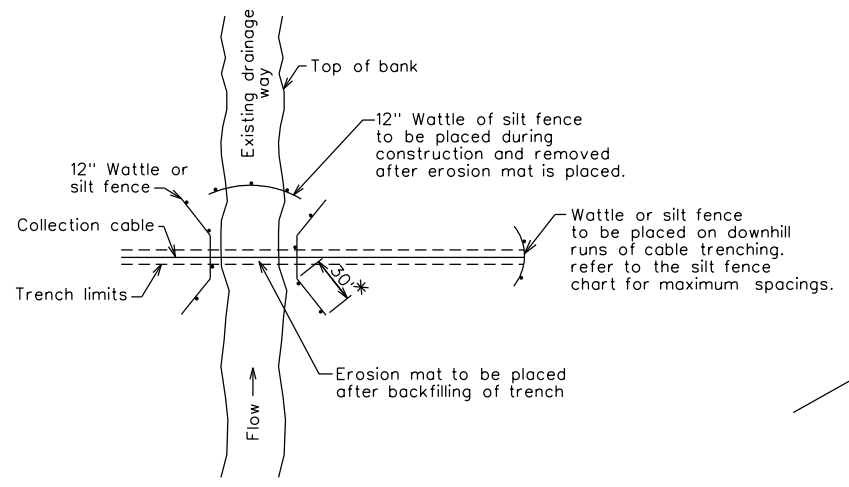
SECTION A-A



CROSS SECTION

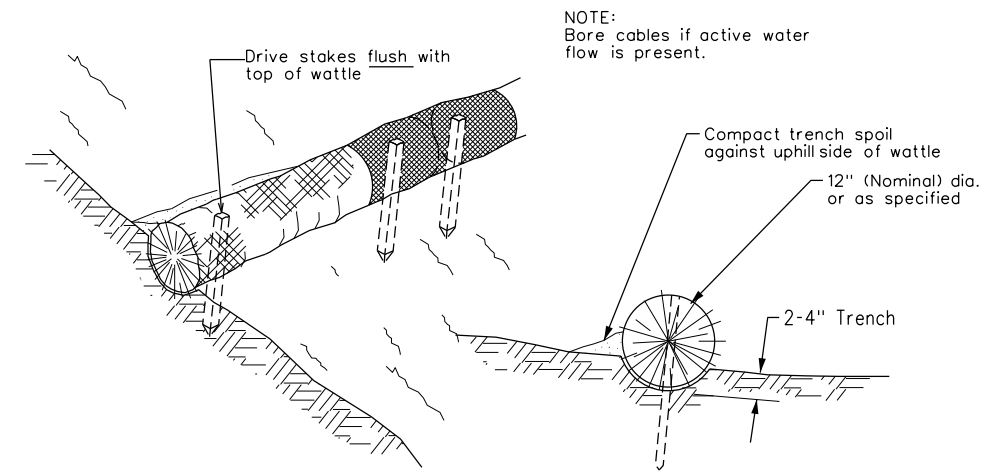
- NOTE:
1. Remove accumulated sediment when level reaches one-half the height of the wet storage.
  2. The contractor shall determine if sediment traps will be necessary based on site conditions.

**SEDIMENT TRAP DETAIL**  
NOT TO SCALE



**TRENCHED CABLE CROSSING PROTECTION DETAIL**  
NOT TO SCALE  
SEE PLANS FOR LOCATIONS  
CROSSING SHALL BE BORED IF WATER IS PRESENT.

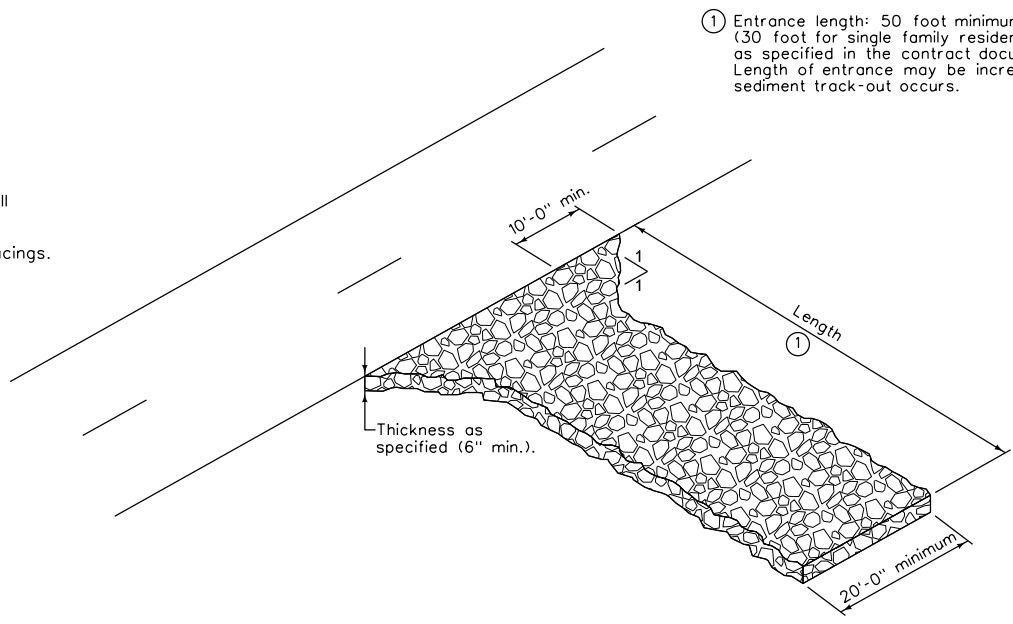
\*Adjust length as required to intercept any possible soil loss from uphill trench erosion.



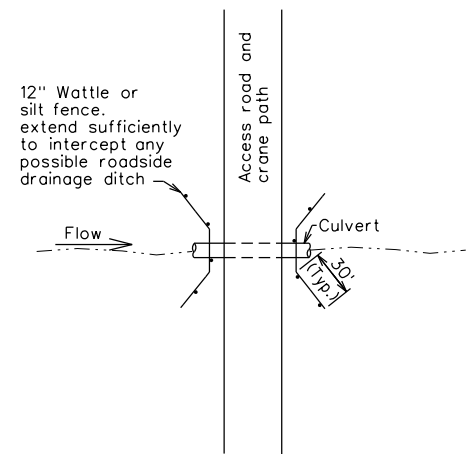
NOTE:  
Bore cables if active water flow is present.

- NOTES:
1. Wattle shall be placed at the toe of the slope or on the contour.
  2. Wattle shall be securely anchored in place by stakes driven through the wattle. Space stakes at 4 foot maximum. Stakes shall be driven flush with wattle.
  3. Turn ends of wattle uphill to prevent water from flowing around ends.
  4. Adbut ends of adjacent wattles tightly. Wrap joint with 36 inch wide section of silt fence and secure with stakes.
  5. Areas requiring wattles shall be determined as construction moves forward based on site conditions.

**WATTLE DETAIL**  
NOT TO SCALE



**STABILIZED CONSTRUCTION AREA**  
NOT TO SCALE



**CULVERT CROSSING PROTECTION DETAIL**  
NOT TO SCALE  
SEE PLANS FOR LOCATIONS

- ① Entrance length: 50 foot minimum (30 foot for single family residential), or as specified in the contract documents. Length of entrance may be increased if sediment track-out occurs.

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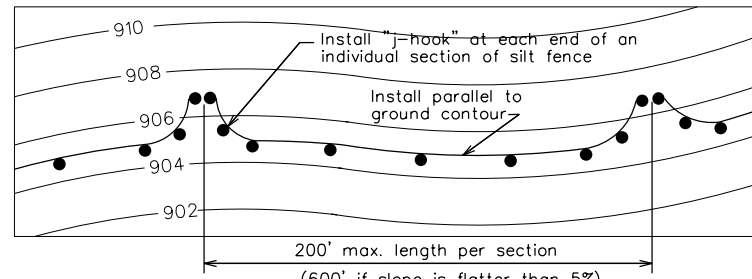
**NEXTERA ENERGY - NORTHERN DIVIDE WIND TLINE**  
**STORM WATER POLLUTION PREVENTION DETAILS**  
**MOUNTRAIL & BURKE COUNTIES, NORTH DAKOTA**  
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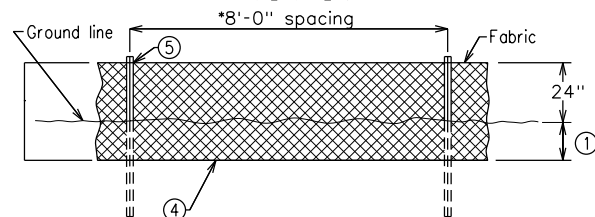
Project No: 1170725

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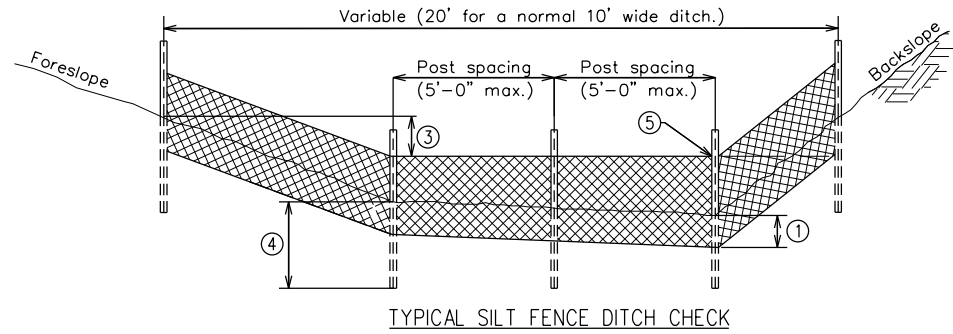
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES  
(PLAN VIEW)



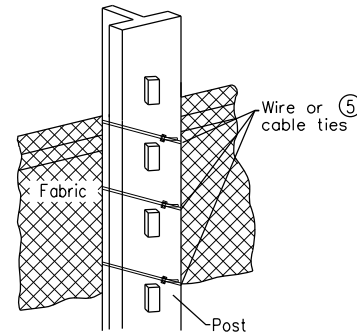
DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES  
\*Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence

SILT FENCE SPACING	
SLOPE STEEPNESS	MAXIMUM SLOPE SPACING (FT.)
2:1	50
3:1	75
4:1	125
5:1	175
FLATTER THEN 5:1	200

SILT FENCE TO BE PLACED ON THE CONTOUR



TYPICAL SILT FENCE DITCH CHECK



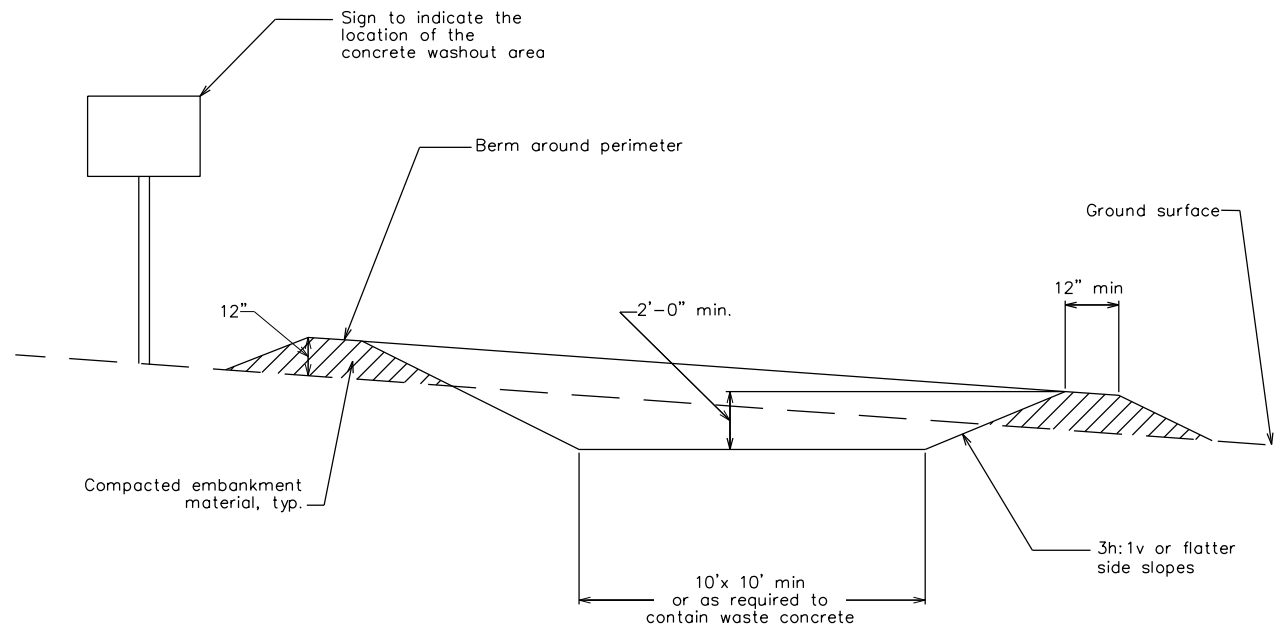
ATTACHMENT TO POST

GENERAL NOTES:

Install silt fence according to the requirements and at locations shown in the contract documents or as directed.

1. Insert 12 in. of fabric a minimum of 6 in. deep (fabric may be folded below the ground line)
2. Compact ground by driving along each side of the silt fence as required to sufficiently secure the fabric in the trench to prevent pullout and flow under the fence.
3. In ditches, extend silt fence up side slope so the bottom elevation at the end of the fence is a minimum of 2 in. higher than the top of the fence in the low point of the ditch.
4. Steel posts to be embedded 20 in.
5. Secure top of engineering fabric to steel posts using wire or plastic ties (50 lb. min.) see details of "attachment to posts."

SILT FENCE DETAIL  
NOT TO SCALE



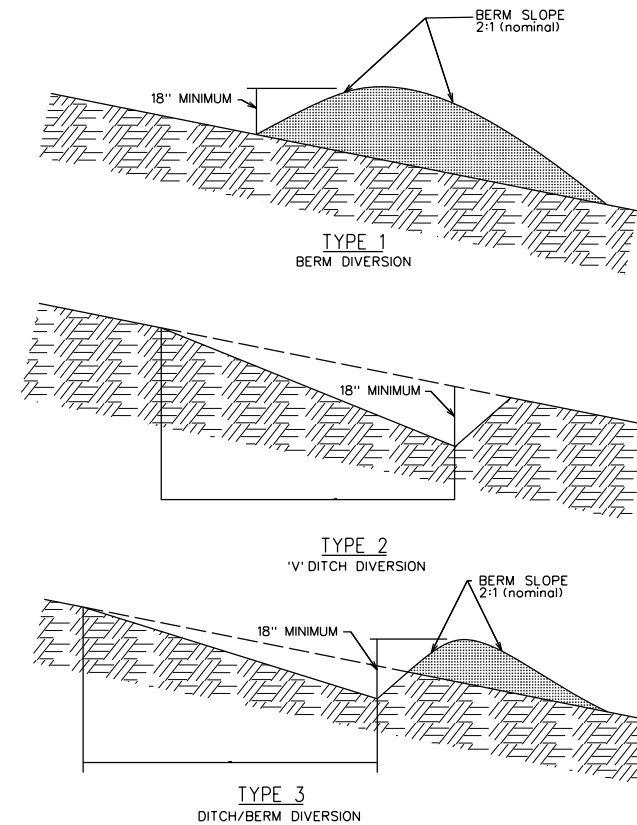
CONCRETE WASHOUT AREA  
NOT TO SCALE

NOTES:

1. Concrete washout area shall be installed prior to any concrete placement on site. a prefabricated concrete washout container may be used instead of constructing washout area.
2. Contractor shall determine the locations and number of concrete washout areas.
3. Vehicle tracking control is required if access to concrete washout area is off pavement.
4. Signs shall be placed at the construction entrance, at the washout area, and elsewhere as necessary to clearly indicate the location of the concrete washout area to operators of concrete trucks and pump rigs.
5. The concrete washout area shall be repaired and enlarged or cleaned out as necessary to maintain capacity for wasted concrete.
6. At the end of construction, all concrete shall be removed from the site and disposed of at an accepted waste site or may be broken up and used on the site for other appropriate uses. any remaining waste water shall be disposed of at a facility that accepts processed waste water.
7. When the concrete washout area is removed, the disturbed area shall be seeded and mulched or otherwise stabilized in an acceptable manner.

NOTE:

1. DIVERSION TYPES 1,2, AND 3 MAY BE USED INTERCHANGEABLY UNLESS OTHERWISE SPECIFIED
2. THE CONTRACTOR SHALL DETERMINE IF TEMPORARY DIVERSION DITCH/BERM WILL BE NECESSARY BASED ON SITE CONDITIONS.



TEMPORARY DIVERSION DETAIL  
NOT TO SCALE

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