

February 28, 2022

Steve Kahl
Executive Director
North Dakota Public Service Commission
600 East Boulevard; Department 408
Bismarck, ND 58505-0480

RE: Case No. PU-21-49
Basin Electric Power Cooperative
Neset to Northshore 230-kV Transmission Line Project

Dear Mr. Kahl:

In accordance with the North Dakota Public Service Commission Case No. PU-21-49 Certification Relating to Order Provisions, enclosed please find the Construction Stormwater Permit for Basin Electric Power Cooperative's Neset to Northshore 230-kV Transmission Line Project. Also enclosed are the Mountrail County Conditional Use Permit and authorizations from Alger, Debing, Manitou, Sorkness, and White Earth Townships. The Utility Occupancy Permit, issued by the North Dakota Department of Transportation for the line crossing of US Highway 2, is also enclosed.

If you have any questions or require additional information, please contact me at 701.557.5495 or ksolie@bepc.com.

Sincerely,

Kevin L. Solie

Kevin L. Solie, P.E.
Senior Environmental Compliance Administrator

/kls
Enclosures

69 PU-21-49 Filed 02/28/2022 Pages: 24
Compliance filing - Permits
Basin Electric Power Cooperative
Kevin Solie, P.E.

February 15, 2022

North Dakota Pollutant Discharge Elimination System (NDPDES)
General Permit for Stormwater Discharges from Construction Activity
NOTICE OF COVERAGE

Permittee(s)

Owner Contact: Kevin Solie
Basin Electric Power Cooperative
1717 E Interstate Ave
Bismarck, ND 58503

Operator Contact: Travis Petryshyn
Forbes Bros Timberline
1774 Centre Street, Ste A
Rapid City, SD 57703

Coverage under the 2020 reissued construction general permit (NDR11-0000) is identified as follows:

Permit ID: **NDR111632** Site Name: **Neset to Northshore 230kV Transmission Project**

Please remember to update the Stormwater Pollution Prevention Plan (SWPPP) as appropriate for site conditions. The best management practices (BMPs) and temporary structures must be inspected, maintained and adjusted until the site is stabilized following construction activities. Once the site is stabilized as outlined in the general permit, you may end permit coverage by filing a termination notice. Cities or counties may impose additional requirements and/or specific BMPs for construction affecting their storm drainage system. Please check with the local officials to be sure all local stormwater management considerations are addressed.

Additional Information

The permit will expire on March 31, 2025. The permit conditions, forms and related information may be found on our web site at:

https://deq.nd.gov/WQ/2_NDPDES_Permits/7_Stormwater/StW.aspx

Should you have any questions on the permit, please contact a stormwater staff person listed below.

Dallas Grossman
701.328.5242
dgrossma@nd.gov

Sam DeVries
701.328.5215
sgDeVries@nd.gov

Julianna Kari
701.328.5285
jmkari@nd.gov

Kylee Harrison
701.328.5187
kharrison@nd.gov



PO BOX 248
Stanley, North Dakota 58784-0248
(701) 628-2909
melissav@co.mountrail.nd.us

Board Members:

ROGER HOVDA
ARLO BORUD
THOMAS BIERI
THOMAS NASH
ZACHARY GAASKJOLEN
GARY WEISENBERGER
TRUDY RULAND
JOAN HOLLEKIM
CHARLIE SORENSON

December 14th, 2021

Basin Electric Power Cooperative
Attn: Kevin Solie
1717 East Interstate Avenue
Bismarck, ND 58503

Dear Mr. Solie,

Re: Conditional Use Permit – PZ-2021-0104

Enclosed you will find a copy of the Recorded Conditional Use Permit for transmission Line construction for a tract of land described as Outlot 9 & 10 of the SW1/4 of Section 20 Township 157 North, Range 94 West (**White Earth Township**) to Outlot 1 of Government Lot 1 & NE1/4NW1/4 of Section 31, Township 155 North, Range 92 West (**Alger Township**) for a total of 26.50 miles more or less.

I have enclosed the copy of the recorded copy of the conditional use for your records.

Should you need any assistance in the future please don't hesitate to call me at:
701-628-2909.

Sincerely,

A handwritten signature in blue ink that reads "Melissa Vachal". The signature is written in a cursive, flowing style.

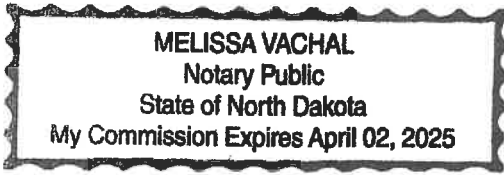
Melissa Vachal
Mountrail County Planning & Zoning Administrator

MSG



STATE OF NORTH DAKOTA)
) §
COUNTY OF MOUNTRAIL)

On this 15th day of Dec. 2021, Charlie Sorenson personally appeared before me, known to me to be the person described in and who executed the within and foregoing instrument and acknowledge that he executed the same.

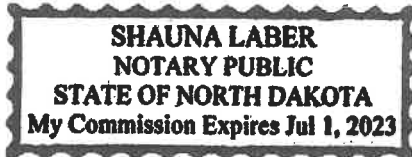


Melissa Vachal

My Commission expires 4-2-2025

STATE OF NORTH DAKOTA)
) §
COUNTY OF Burleigh)

On this 22nd day of November 2021, Mark D. Foss, Senior Vice President and General Counsel for Basin Electric Power Cooperative, a North Dakota electric cooperative corporation, on behalf of corporation, personally appeared before me, known to me to be the person described in and who executed the within and foregoing instrument and acknowledge that he executed the same.



[Signature]

My Commission expires 7/1/2023



Permit # _____

Mountrail County Road and Bridge Department Authorization Form

Name of Applicant/ Landowner: Basin Electric Power Cooperative Date: _____

Address: 1717 E. Interstate Ave. _____

City: Bismarck State: ND Zip Code: 58503

Phone: 701-390-3601 Email: slaber@bepc.com

Parcel # _____ Route _____ Section 31
Township 155 N, Range 92 W. Township Name Alger

Permit Type:

- Temporary Approach Permit
- Permanent Approach Permit
- Crossing Permit (Boring) overhead Power Line
- Temporary ROW Use Permit (Hose/Pipe in ditch)

Landowner Approval Signature _____ Date _____

Paul Ogden _____ 10-01-2020
Township Approval Signature - Alger Township Chair Date

Comments:

**ALGER TOWNSHIP
 CONSENT FOR UTILITY COMPANY TO
 CROSS A PUBLIC ROAD OR SECTION ROAD**

Permit # _____

Basin Electric Power Cooperative of 1717 E. Interstate Ave, Bismarck, ND 58503
 (Company) (Address)

hereinafter referred to as "utility company," having requested permission from Alger Township, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Alger Township having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route _____ in Section(s) 31, Township 155 N, Range 92 W
 Route _____ in Section(s) _____, Township _____ N, Range _____ W
 Route _____ in Section(s) _____, Township _____ N, Range _____ W
 Route _____ in Section(s) _____, Township _____ N, Range _____ W
 Route _____ in Section(s) _____, Township _____ N, Range _____ W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

CHECK TYPE OF MATERIAL: WATER OIL GAS OTHER: Electricity - High Voltage
Single Pole, Stainless Steel.

Consent to cross such existing road or section line is granted on these terms and conditions:

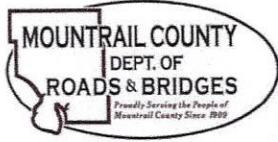
1. Pay a non-refundable fee \$200.00 per crossing to ALGER TOWNSHIP; due at time of submittal.
 LK # 5860, 10-1-2020
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in or trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Alger Township. Furthermore, utility company agrees to indemnify and hold harmless Alger Township for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Alger Township on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstruction the buried transmission facility should Alger Township deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take

ALGER TOWNSHIP
CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD

Permit # _____

necessary steps to relocate or reconstruct its buried transmission facility, the Township may take steps to have the same accomplished, and the utility company agrees to reimburse the Township for all expenses incurred by Alger Township in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
- (a) No associated work shall commence prior to obtaining this permit.
 - (b) No open cut trenching of Township Roads unless otherwise approved.
 - (c) Township paved roads or Township Roads treated with road stabilization materials may only be bored.
 - (d) All crossings of existing roads not trenched as in Section 6 below shall be bored to a depth of ten (10) feet below original ground or ditch elevations.
 - (e) Pipe shall be cased or heavy wall pipe used.
 - (f) all parallel borings must be a minimum of 75-80 feet from road centerline.
 - (g) Vent pipes must be outside existing right-of-way lines or 75-80 feet from road center, whichever is greater.
 - (h) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (i) If vent pipes are not used within the ten (10) feet of both sides of right-of-way, the transmission facility must have markers outside of the right-of-way line or 80 foot line, whichever is greater, on both sides of the road.
 - (j) The Company's plan to bury a transmission facility filed with the County Engineer must show at a minimum, in plain view and cross-sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing. Plans must be available for consideration by the Engineer at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by Alger Township for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions state herein, with particular attentio to the minimum engineering standards. Failrue to comply with this **CONDITIONAL CONSENT** shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the Township in removing the same. The Township specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the Township by utility company for doing the same.



Permit # _____

Mountrail County Road and Bridge Department Authorization Form

Name of Applicant/ Landowner: Basin Electric Power Cooperative Date: 9/27/2021

Address: 1717 E. Interstate Ave.


City: Bismarck State: ND Zip Code: 58503


Phone: 701-390-3601 Email: slaber@bepc.com

Parcel # _____ Route See Attached Map Section _____
Township 155 N, Range 93 W. Township Name Debing

Permit Type:

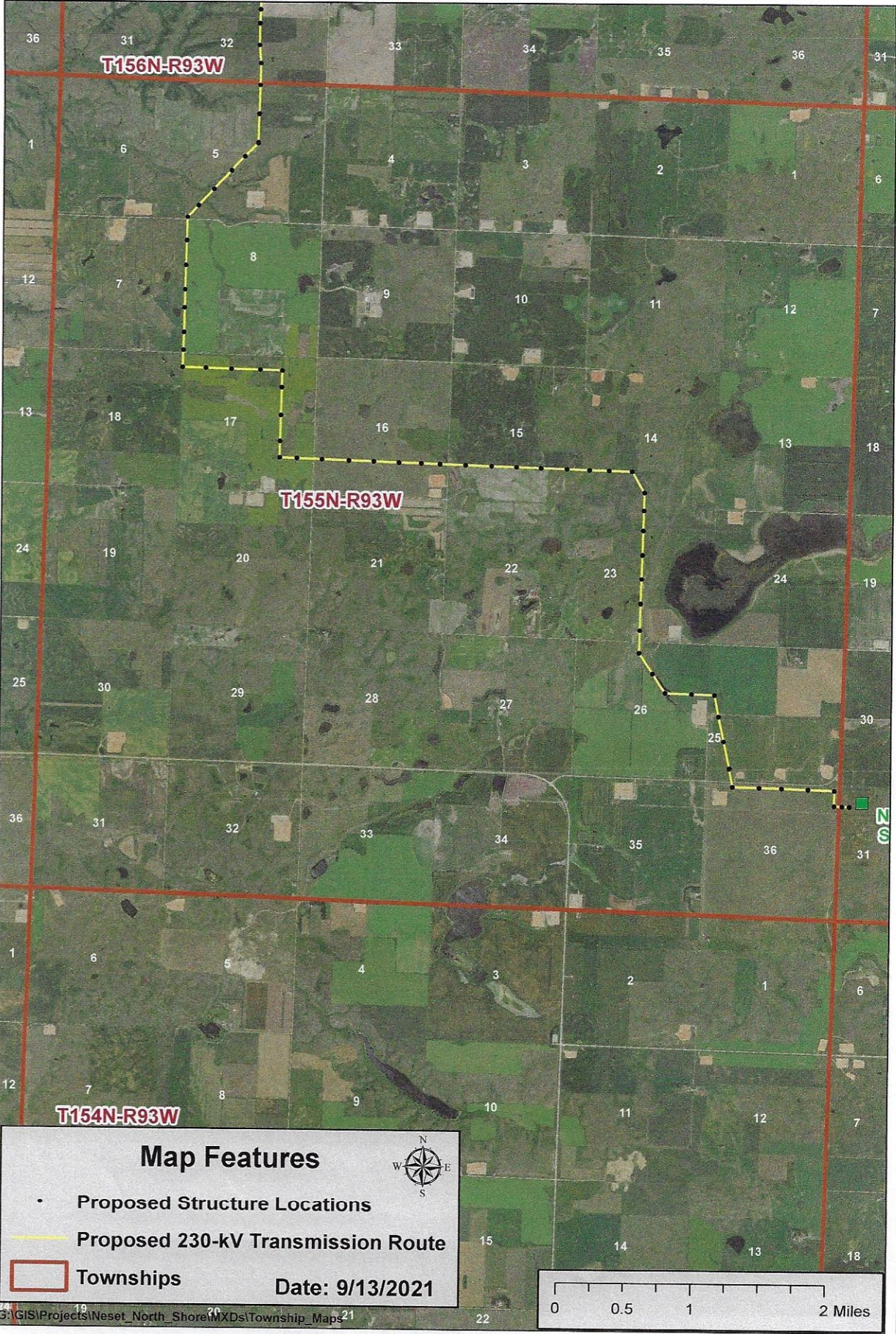
- Temporary Approach Permit
- Permanent Approach Permit
- Crossing Permit (Boring) OVERHEAD
- Temporary ROW Use Permit (Hose/Pipe in ditch)


SHAUNA LABER
9-27-2021
 Landowner Approval Signature Basin Electric Power Cooperative
SR. Property & Right of Way Specialist - Agent
Date


9-27-21
 Township Approval Signature _____ Date

Comments:

Debing township authorizes the placement of steel structures with concrete foundations to be placed
approximately 40' east of the section line for 1.25 miles between section 7 and 8 in addition to the
associated township road crossings authorized for this project.





Permit # _____

Mountrail County Road and Bridge Department Authorization Form

Name of Applicant/ Landowner: Basin Electric Power Cooperative Date: _____

Address: 1717 E. Interstate Ave.

City: Bismarck State: ND Zip Code: 58503

Phone: 701-390-3601 Email: slaber@bepc.com

Parcel # _____ Route _____ Section _____

Township _____ N, Range _____ W. Township Name: _____

Permit Type:

- Temporary Approach Permit
- Permanent Approach Permit
- Crossing Permit (Boring) *Overhead Power Line*
- Temporary ROW Use Permit (Hose/Pipe in ditch)

Landowner Approval Signature

Date

Roger Evans
Township Approval Signature *Manitou Township*

10-14-20

Date

Comments:



Permit # _____

Sorkness Township
~~Mountrail County~~ Road and Bridge Department
Authorization Form

Name of Applicant/ Landowner: Basin Electric Power Cooperative Date: _____

Address: 1717 E. Interstate Ave.

City: Bismarck State: ND Zip Code: 58503

Phone: 701-390-3601 Email: slaber@bepc.com

Parcel # _____ Route _____ Section _____

Township 157 N, Range 93 W. Township Name Sorkness

Permit Type:

- Temporary Approach Permit
- Permanent Approach Permit
- Crossing Permit (Boring) *overhead*
- Temporary ROW Use Permit (Hose/Pipe in ditch)

Landowner Approval Signature

Date

Bradley C. Dufek, Chairman Oct 5, 2020

Township Approval Signature

Date

Comments:



Permit # _____

Mountrail County Road and Bridge Department Authorization Form

Name of Applicant/ Landowner: Basin Electric Power Cooperative Date: _____

Address: 1717 E. Interstate Ave.

City: Bismarck

State: ND

Zip Code: 58503

Phone: 701-390-3601

Email: slaber@bepc.com

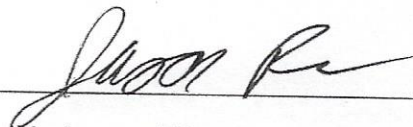
Parcel # _____ Route _____ Section _____
Township 157 N, Range 94 W. Township Name White Earth

Permit Type:

- Temporary Approach Permit
- Permanent Approach Permit
- Crossing Permit (~~Boring~~)
- Temporary ROW Use Permit (Hose/Pipe in ditch)

Landowner Approval Signature

Date



Jason Rice Chairman

10-1-2020

Township Approval Signature

Date

Comments:

Shauna Laber

From: Jason Rice <jas_rice@hotmail.com>
Sent: Thursday, October 1, 2020 3:16 PM
To: Shauna Laber
Subject: [External] Re: BEPC request for overhead power crossing in White Earth Twnshp
Attachments: Basin Crossing Authorization.pdf

External Email - Use caution clicking links or opening attachments

Shauna,

Here is a signed copy of the county crossing authorization form. Let me know if you need anything else.

Thanks,
Jason
Chairman
White Earth Township

Sent from [Outlook](#)

From: Shauna Laber <SLaber@bepc.com>
Sent: Friday, September 18, 2020 2:09 PM
To: jas_rice@hotmail.com <jas_rice@hotmail.com>
Subject: BEPC request for overhead power crossing in White Earth Twnshp

Good afternoon, Chairman Rice:

Thank you for returning my call earlier this week regarding a request for Basin Electric Power Cooperative to construct a 230kV overhead transmission line project in your township. We are applying for the road crossing permit for the county and they are seeking concurrent approval from the townships affected by the project.

Attached you will find a preliminary project map with proposed structure locations and the local road ways that will be crossed as well as the form required by Mountrail County. I can attend your next meeting to further describe the project or I can email or mail additional information. Let me know what will work the best for you and your board and I will get any information you need to help in this process.

The structures in this area will look exactly like the MDU and existing BEPC transmission lines except in a stainless steel material, and this project will be routed directly between the existing two for the entire route in your township. Since we are in existing rights of ways, I don't believe we will need any temporary or permanent approaches, however, we will verify that prior to construction, currently planned for late 2021 or early 2022.

I appreciate your time and effort to review this request.

Sincerely,

Shauna

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 73780	Contract Number 67220189	District Tracking Number 7-002-077.1536
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APPLICANT INFORMATION

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

Company Name Basin Electric Power Cooperative	Contact Name Gavin McCollam	Telephone Number (701) 557-5770		
Mailing Address 1717 E. Interstate Ave.	City Bismarck	State ND	ZIP Code 58503	Email Address GMcCollam@bepc.com

Preparer - Consultant

Company Name Basin Electric Power Cooperative	Contact Name Shauna Laber	Telephone Number (701) 390-3601		
Mailing Address 1717 E. Interstate Ave.	City Bismarck	State ND	ZIP Code 58503	Email Address slaber@bepc.com

Utility Contractor

Company Name Forbes Timberline Construction, Inc.	Contact Name John Cowden	Telephone Number (587)335-6426		
Mailing Address 1774 Centre Street, Suite A	City Rapid City	State SD	ZIP Code 57703	Email Address jcowden@forbesbrosLtd.ca

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility An above ground 230 kV transmission line located outside of ND DOT Highway ROW as indicated on the included map. The transmission line will cross overhead the highway maintaining a minimum clearance height of 30'.		
Size of Facility 230kV	Number of Cables 4	Length of Down Guys 0
Pipeline Pressure N/A	Size of Casing N/A	Length of Casing N/A
Location of Pole(s) See included map	Location of Appurtenances N/A	Location - Others N/A


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 12/01/2022

See page 2 for additional Terms and Conditions.

APPROVAL


Company Name (Utility Agency) Basin Electric Power Cooperative	Authorized Utility Agent Name (Type or Print) Gavin McCollam	Authorize Agent Title VP ENG & CONST
Date 2/2/22	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
2/2/22

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 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 2		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. Ross		Direction (N, S, E, W) West	Approximate Miles From 5.5
Begin	Reference Marker 77	Direction (N, S, E, W) East	Longitudinal Offset (feet) 811' / 520' .1536
	Direction From Centerline (N, S, E, W) North		Lateral Offset (feet)

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	077.1536			

End	Reference Marker 78	Direction (N, S, E, W) West	Longitudinal Offset (feet) 4499'
	Direction From Centerline (N, S, E, W) South		Lateral Offset (feet)

12 King 15,100


Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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 of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that 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. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. 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 Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19



July 20, 2021

Basin Electric Power Cooperative
 1717 E Interstate Ave.
 Bismarck, ND 58503



Subject: Insurance Coverage Consistent With Contract
 RIMS Document Number: 73780

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: BASIN ELECTRIC POWER COOPERATIVE

Authorized Utility Agent Name (Type or Print): GAVIN McCollam

Authorized Utility Agent Title: Senior Vice President, Engineering & Construction

Date: 2/2/22

Signature: [Handwritten Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2022

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 Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402 INSURED Basin Electric Power Cooperative 1717 East Interstate Ave. Bismarck, ND 58503	1-612-333-3323 CONTACT NAME: Lacey Skalicky or Kathy Beatty PHONE (A/C, No, Ext): (515) 802-3005 FAX (A/C, No): (515) 802-3032 E-MAIL ADDRESS: lskalicky@hayscompanies.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: OLD REPUBLIC INS CO	NAIC # 24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 64433641 **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY 313660-21	07/01/21	07/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	X	X	MWTB313659-21	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of North Dakota, its agencies, officers and employees are listed as Additional Insureds as required by contract. Waiver of Subrogation applies

CERTIFICATE HOLDER North Dakota Department of Transportation 608 East Blvd. Ave. Bismarck, ND 58505 USA	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 
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***Distance from proposed structures to center of highway right-of-way**

Map Features

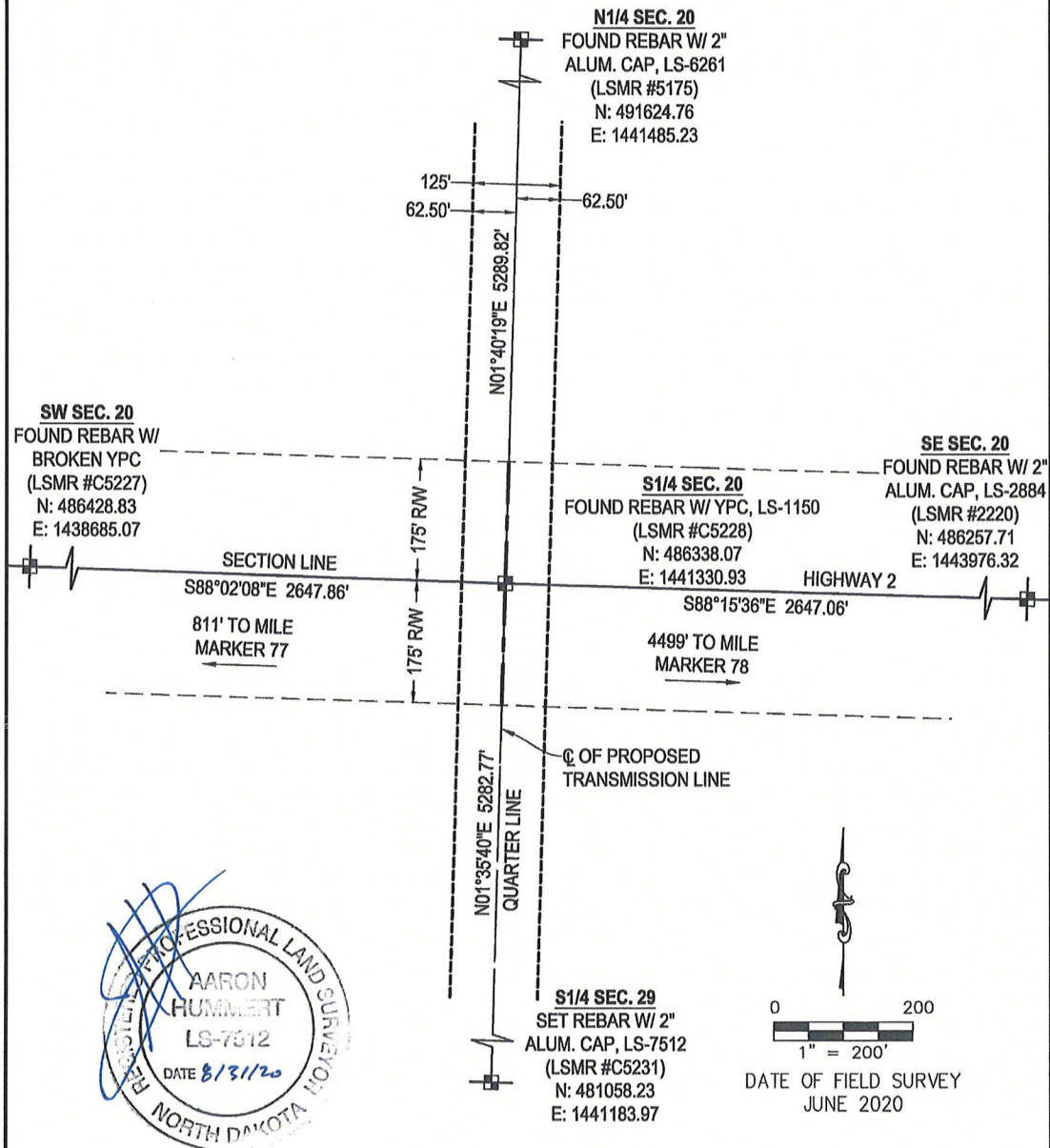
- Proposed Structure Locations
- Proposed Transmission Route
- Highway 2 Right-of-Way
- Townships
- Sections

1 inch = 1,000 feet
Date: 2/3/2022

COPY

HIGHWAY 2 CROSSING EXHIBIT

LOCATED WITHIN THE SE1/4SW1/4 AND THE SW1/4SE1/4 OF SECTION 20, T156N, R93W, 5th P.M.,
& THE NE1/4NW1/4 AND THE NW1/4NE1/4 OF SECTION 29, T156N, R93W, 5th P.M.
MOUNTRAIL COUNTY, NORTH DAKOTA



Bearings and coordinates are based on NAD83, North Dakota State Plane, North Zone, international feet and are shown in grid values. All distances shown have been adjusted to ground values with a combined scale factor of 0.99983356.

LEGEND:

■	- PLSS CORNER (AS NOTED)
●	- FOUND MONUMENT (AS NOTED)
○	- MONUMENT TO BE SET
LSMR	- LAND SURVEY MONUMENT RECORD

SHEET 1 of 1

Drawing prepared by Interstate Engineering, Inc. P.O. Box 1254 or 2610 Old Red Trail, Suite B Mandan, North Dakota 58554 Phone (701) 663-5455 Fax (701) 663-6577 www.interstateeng.com Other offices in Minnesota, Montana, and South Dakota	HIGHWAY 2 CROSSING EXHIBIT		DATE	BY	REVISION	
	SECS. 20 & 29, T156N, R93W, 5TH P.M. MOUNTRAIL COUNTY, NORTH DAKOTA					
	Drawn By: B.H.H. Project No.: B20-08-019 Checked By: A.H. Date: AUG. 2020					