

CROWLEY | FLECK
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August 13, 2026

Via Electronic Mail & Hand Delivery

Mr. Brian Johnson
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480
ndpsc@nd.gov

In re: Minnesota Power
Longspur Wind Project - Morton County
Siting Application
Case No. PU-25-304

-and-

Minnesota Power
Longspur Wind 230-kV Transmission Line - Morton & Mercer Counties
Siting Application
Case No. PU-25-305
OAH File No. 20260031
Our File No. 111345-000003

Dear Mr. Johnson:

Enclosed for filing in the above-referenced matters, please find eight copies of the Morton County Highway Department Agreement for Use and Restoration of Haul Road.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,


Casey A. Furey

CAF/lh

Enc.

cc: Adam Renfandt (via email)
Jim Klempir (via email)
Alex Luman (via email)

Mitchell Bettenhausen (via email)
Erik Edison (via email)

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Agreement for Use and Restoration of Haul Road

Morton County Highway Department
Casey Furey, Crowley Fleck, PLLP
65 PU-25-305 Filed 08/13/2026 Pages: 5
Agreement for Use and Restoration of Haul Road

Morton County Highway Department
Casey Furey, Crowley Fleck, PLLP

BILLINGS BISMARCK BOZEMAN BUTTE CASPER CHEYENNE HELENA KALISPELL MISSOULA SHERIDAN WILLISTON

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MORTON COUNTY HIGHWAY DEPARTMENT

AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD

Agreement No. 26-02

Dated 8/13/2026

WHEREAS, Minnesota Power (hereinafter referred to as Permittee) has requested authorization to use the following Morton County Roads, **which will be maintained by Minnesota Power after construction completion:**

West of HWY 49		East of HWY 49	
Road	Location/Description	Road	Location/Description
67 th AVE	CR140 to 33 ½ ST	32 nd ST	HWY 49 to 60 th AVE
33 ½ ST	67 th AVE and East ~0.3 mi	62 nd AVE	32 nd ST to 30 th ST
33 rd ST	HWY 49 and West ~0.7 mi	60 th AVE	31 st ST and North ~0.7 mi
36 th ST	64 th AVE to 64 ½ AVE	31 st ST	From ~0.12 mi East of 60 th AVE and East ~1 mi
		60 th AVE	CR140 and South ~0.7 mi
		59 th AVE	CR140 to 35 ½ AVE
		35 th ST	59 th AVE to 57 ½ AVE
		58 th AVE	36 th ST to ~0.25 mi North of 35 th ST
		36 th ST	58 th AVE and West ~0.5 mi

Permittee has also requested authorization to use the following Morton County Roads to haul equipment and materials as set forth in the attached inspection report **which Minnesota Power intends to maintain during construction and hand back to Morton County after construction completion:**

West of HWY 49		East of HWY 49	
Road	Location/Description	Road	Location/Description
CR140	66 th AVE to 67 th AVE	CR140	HWY 49 to 60 th AVE
33 ½ ST	66 th AVE to 65 th AVE	59 th AVE	CR140 and North ~0.30 mi
66 th AVE/CR88	Interstate 94 to CR140	60 th AVE	CR140 to 31 st ST
36 th ST	HWY 49 to 64 th AVE	31 st ST	60 th AVE and East ~0.12 mi
Water truck	35 th ST: 75 th AVE to 74 th AVE	35 th ST	57 ½ AVE to 57 th AVE
	74 th AVE: 35 th ST to CR 139		
	CR 139: 74 th AVE to 38 th ST		
	38 th ST: CR139 to 66 th AVE/CR 88		
		30 th ST	HWY 49 to 62 nd AVE

Start Date: **7/1/2026** Finish Date: **5/30/2028**

WHEREAS, in order to complete said project it may become necessary for the contractor to utilize a portion of the Morton County Highway System of Morton County for the conveyance of construction equipment and materials;

WHEREAS, the Permittee or its assignee will restore that portion of said highway system, after it has been used to convey construction equipment and materials, to the condition which existed immediately prior to its use, and;

WHEREAS, the Permittee agrees to maintain said highway in accordance with this Agreement. Maintenance of gravel roads may include dust control, blading, and gravel replacement as so determined. All signing as determined shall be in accordance with the Manual of Uniform Traffic Control Devices.

WHEREAS, an inspection of the proposed route to be so utilized will be made, preferably not to exceed thirty days prior to expected initiation to its stated use, at which time the inspection team (including Permittee) will determine and record the existing condition of the haul road, including the type, thickness and width of surfacing material in place (the "Haul Road Inspection Report"), and;

WHEREAS, authorized representatives of the Morton County Highway Department and the Permittee, after making said inspection and recording the existing condition of the haul road shall all sign the Haul Road Inspection Report agreeing to the conditions stated therein. The County Engineer and/or Road Superintendent will make routine inspections. Any concerns will be corrected by the Permittee as soon as reasonably possible and not to exceed 72 hours from reporting to the extent such response time is feasible. On multi-year agreements, representatives from the Morton County Highway Department and the Permittee will meet at intervals, not to exceed one year, to discuss the maintenance provided by the Permittee and make any needed changes.

NOW THEREFORE, in consideration of the promises, mutual and independent covenants, and any and all other requirements, agreements and covenants, all as hereinafter more fully set forth, the parties hereto agree as follows:

That the portion of the Morton County Highway System as shown above, is maintained by Morton County and is that portion which is proposed for use as a haul road, and that, after use of said highway as a haul road for the purposes herein set forth, the Permittee hereby agrees to restore, to the reasonable satisfaction of the Morton County Engineer, said highway to its condition as reported in the Haul Road Inspection Report in accordance with measurements and observations of the inspection party at time of inspection. Notwithstanding the foregoing, Morton County shall, at all times, be responsible for snow removal from the haul road as well as maintenance and repairs that may be required or otherwise warranted to the extent such maintenance or repairs are not caused by Permittee's use thereof.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be signed by their respective and duly authorized officers.

Application _____ Date: 8-13-26

Permittee Name: Minnesota Power

Address: 30th W Superior St
Duluth, MN 58502

Phone Number: 701-640-3000

By: 
Representative Signature

Title: Project Manager

MORTON COUNTY HIGHWAY DEPARTMENT 2916 37 th St NW, Mandan, ND 58554 Phone: (701) 667-3346 Fax: (701) 667-3362
<u>8/13/2026</u> Approved this date
<u></u> County Engineer

**MORTON COUNTY HIGHWAY DEPARTMENT
ADDITIONAL CONDITIONS FOR AGREEMENT FOR USE AND
RESTORATION OF HAUL ROAD**

Agreement No. 26-02

Dated _____

WHEREAS, Minnesota Power (hereinafter referred to as Permittee) has requested authorization to use Morton County Roads See page 1 to haul equipment and materials as set forth in the attached inspection report: Start Date: 7/1/2026 Finish Date: 5/30/2028

The following Conditions are to be made part of the Morton County Highway Department Agreement for Use and Restoration of Haul Road.

1. The Permittee or its agent shall apply calcium chloride, magnesium chloride or similar chemical to some or all portion of the haul route, as directed by the County Engineer, to minimize dust.
2. Any approaches that are widened to accommodate construction operations will be returned to the width for standard commercial approaches after construction activities are complete. Any radii for approaches and other County Roads, Streets or Avenues increased to accommodate longer loads for construction will be returned to the radii that existed prior to construction activities.
3. When construction work is completed, roads that are currently maintained by the Morton County Highway Department, covered by this agreement, County Road 88, County Road 140 and 66 Avenue shall be re-graveled with a minimum of 2 inches of Class 13 gravel. This work will be completed to the satisfaction of the County Engineer or Road Superintendent.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be signed by their respective and duly authorized officers.

Application

Date: 8-13-26

Permittee Name: Minnesota Power

Address: 30th W Superior St
Duluth MN 55802

Phone Number: 701-640-3000

By: [Signature]
Representative Signature

Title: Project Manager

MORTON COUNTY HIGHWAY DEPARTMENT

2916 37th St NW, Mandan, ND 58554

Phone: (701) 667-3346 Fax: (701) 667-3362

8/13/2026

Approved this date

[Signature]
County Engineer

Haul Road Inspection

Comments: County Roads 88 and 140 were inspected on August 4, 2026. In attendance were Chad Schneider,
Morton County Road Superintendent, Nate Krikorian, Morton County Project Manager, John Saiki, Morton County
Engineer and Scott Monroe, Allete Clean Energy. All segments of the roads were in good condition. There were
no notable defects. Areas of concern at various times of the year were discussed. An 800 foot long section of CR
88 North of I-94 has had soft spots in the past. These were corrected with loads of Scoria. 66 Avenue has had soft
spots in the Spring, as well as locations on 33 ½ Street. The offset at the bridge on CR 140 (known as the FedEx
Bridge) was discussed regarding replacement. No decisions were made regarding a plan, but all agreed we can
reach an agreement that can be beneficial to both parties. The remaining roads listed in this agreement were not
inspected, since they are scheduled to be improved as part of this project and should be in better condition after
construction than they are currently.

All repairs shall be completed within 15 days after the finish date stated in the MORTON COUNTY HIGHWAY DEPARTMENT AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD. If repairs are not made within 15 days, Morton County will subcontract the repairs to be made to the haul road to restore to prior condition and bill the Permittee all costs associated with coordination and subcontractor costs. Payment is due by Permittee within 30 days of invoice.

Inspection Date: 8/4/2026

Permittee Name: Minnesota Power

Permittee Signature: 

Morton County Inspector: , Morton County Engineer