

# DIVIDER

STATE OF NORTH DAKOTA  
INFORMATION TECHNOLOGY DEPARTMENT  
SFN 2053 (4-2002)

**PU-07-757**  
**Otter Tail Corp-Cass County Electric Co-Op Inc.**  
**Service Area Agreement**  
**Application** 07  
**Filed 11/20/2007**      **Closed 8/18/2008**

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Otter Tail Corp – Cass County  
Electric Coop  
Service Area Agreement  
Application

Case No. PU-07-757

AFFIDAVIT OF SERVICE BY ORDINARY MAIL & EMAIL

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

Claire Tipton deposes and says that:

she is over the age of 18 years and not a party to this action and, on the 17<sup>th</sup> day of **January, 2008**, she deposited through e-mail and in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed and containing a photocopy of:

Order

The envelope was addressed as follow:

See attached list.

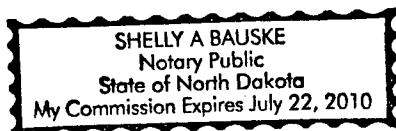
Each address shown is the respective addressee's last reasonably ascertainable post office address.

*Claire R. Tipton*

Subscribed and sworn to before me  
this 17<sup>th</sup> day of **January, 2008**.

*Shelly A Bauske*  
Notary Public

SEAL



**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Otter Tail Corp - Cass County  
Electric Coop  
Service Area Agreement  
Application**

**Case No. PU-07-757**

**ORDER**

**January 16, 2008**

On November 20, 2007, Otter Tail Corporation ("Otter Tail") d/b/a Otter Tail Power Company and Cass County Electric Cooperative, Inc. ("Cass Electric") filed a joint application for approval of a Service Area Agreement to establish service areas and designate service locations to be served by Otter Tail and Cass Electric within the City of Kindred, North Dakota and areas adjacent to the City of Kindred.

On December 6, 2007 the Commission issued a Notice of Filing, Notice of Informal Hearing, and Notice of Opportunity For Hearing, scheduling an informal hearing for January 7, 2007 and providing until January 7, 2007 for receiving written comments and requests for hearing. No written comments or requests for hearing were received. The notice identified the issues to be considered in this proceeding as whether the Service Area Agreement complies with section 49-03-06 of the North Dakota Century Code and whether approval of the Service Area Agreement is compatible with the public interest.

On January 7, 2007 the Commission discussed the issues with Commission staff and the applicants at an informal hearing. The applicants contend that the Agreement will:

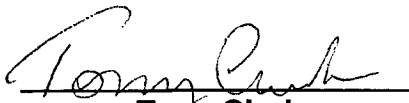
1. Create the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them;
2. Establish service areas which will avoid unreasonable duplication of electric facilities;
3. Mandate that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and
4. Establish agreements which will help avoid territorial disputes between the parties regarding their service in and around the City of Kindred.

Having considered this matter the Commission finds that the Service Area Agreement complies with N.D.C.C. section 49-03-06 and is compatible with the public interest, and should be approved. Therefore, the Commission issues the following:

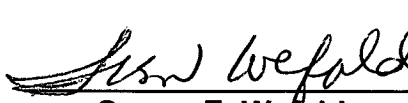
**Order**

The Commission Orders that the electric service agreement filed jointly by Otter Tail and Cass Electric is APPROVED.

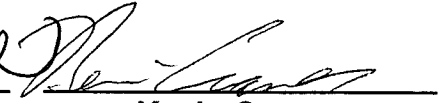
**PUBLIC SERVICE COMMISSION**



**Tony Clark  
Commissioner**



**Susan E. Wefald  
President**



**Kevin Cramer  
Commissioner**

nanso@cableone.net  
James M Nessa

3500 8th Ave S #201  
Moorhead MN 56560

bschmidt@kwh.com  
Brad Schmidt  
Cass County Electric Coop  
4100 32nd Ave SW  
Fargo ND 58104

jmittleider@nd.gov  
John Mittleider  
Department of Commerce  
600 East Blvd  
Bismarck ND 58505

harking@oz.net  
Harriet King  
McGraw-Hill/Platts

janet.gonzales@state.mn.us  
Janet Gonzales  
Minnesota PUC  
121 E 7th Pl Ste 350  
St Paul MN 55101-2147

karen.collins@mdu.com; tamie.aberle@mdu.com  
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400 N 4th St  
Bismarck ND 58501

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Jocie Iszler  
ND Corn Utilization Council  
1325 23rd ST S  
Fargo ND 58103

julie.tessier@thomson.com  
Julie Tessier  
Netscan

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David Ross  
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215 S Cascade Street  
Fergus Falls MN 56537

rdenault@otpc.com  
Russ Denault  
Otter Tail Corporation  
410 College Ave  
Crookston MN 56716

shandy@kwh.com  
Scott Handy  
Cass County Electric Coop  
4100 32nd Ave SW  
Fargo ND 58104

bnicholls@dadco.com  
Bryan Nicholls  
D A Davidson & Co

sales@kmavradio.com  
  
KMAV AM/FM RADIO  
PO Box 216  
Mayville ND 58257-0216

craig.scott@bobcat.com  
Craig Scott  
Melroe Company  
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Gwinner ND 58040-0128

don.ball@mdu.com  
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Harlan Fugelsten  
ND Assn Rural Electric Coops  
PO Box 727  
Mandan ND 58554-0727

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Kim Christianson  
ND Department of Commerce  
  
Bismarck ND

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Carla Deutsch  
Netscan

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Geri Coyne  
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Dennis Ellefson  
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215 S Cascade Street  
Fergus Falls MN 56537

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Ron Montoyne  
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Fergus Falls MN 56537

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Tim Greene  
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Platts Electric Power Publications  
109 S Maple St  
Oologah OK 74053-1175

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Xcel Energy  
PO Box 2747  
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215 S Cascade Street  
Fergus Falls MN 56537

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Dan Weiby  
Otter Tail Corporation  
215 S Cascade Street  
Fergus Falls MN 56537

mdickerson@nd.gov  
Marcy Dickerson  
State Tax Department  
State Capitol  
Bismarck ND 58505

Steven Tomac  
2498 59th St  
St Anthony ND 58566-9640

Will Kaul  
Cooperative Power Association  
P O Box 800  
Elk River MN 55330-0800

Laurie Baranko  
Dakota Resource Council  
PO Box 1095  
Dickinson ND 58602-1095

Jay Casler  
INDEPTH DATA INC  
44 S Bdwy 18th Fl  
White Plains NY 10601-4425

Bruce Imsdahl  
Montana-Dakota Utilities Co  
400 N 4th St  
Bismarck ND 58501

Robert Burns  
National Regulatory Research Inst  
406 Bevis Hall 1080 Carmack  
Columbus OH 43210

James Irwin  
Natural Gas Week  
1411 K Street Suite 602  
Washington DC 20005-3404

Andrew Anderson  
Otter Tail Corporation  
215 S Cascade Street  
Fergus Falls MN 56537

John Kapsner  
The Vogel Law Firm  
P O Box 2097  
Bismarck ND 58502-2097

Paul Lehman  
Xcel Energy  
414 Nicollet Mall  
Minneapolis MN 55401-1993

Vernon Baszler  
Community Action Program Reg VII Inc  
1825 S Grandview #15  
Bismarck ND 58501

William Jackson  
Dakota Justice  
38 8th Ave W  
Dickinson ND 58601

Mark Frederiksen  
Economic Insights  
416 Center St #365  
Washington Grove MD 20880

News Director  
KHND AM Radio  
PO Box 6  
Harvey ND 58341-0006

Mike Foley  
NARUC  
1101 Vermont Avenue NW Ste 200  
Washington DC 20005

Dennis Lavallee  
Nat'l Assoc Plumbing-Htng-Cooling  
PO Box 6808  
Falls Church VA 22046-6808

Everett Morris  
NJ Public Service Electric & Gas  
80 Park Pl  
Newark NJ 07101

Public Utilities Reports Inc  
Law Dept 8229 Boone Blvd Ste 401  
Vienna VA 22182

Dave Johnson  
Valley City Public Works  
254 2nd Ave NE  
Valley City ND 58072

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

**Otter Tail Corporation – Cass County  
Electric Coop  
Service Area Agreement  
Application**

**Case No. PU-07-757**

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Claire Tipton** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **17<sup>th</sup> day of January, 2008**, she deposited in the United States Mail, Bismarck, North Dakota, **four** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

**Order**

The envelopes were addressed as follows:

William Schlossman, Esq.  
Vogel Law Firm  
218 NP Avenue  
P.O. Box 1389  
Fargo, ND 58107-1389

Charles MacFarlane, President  
Otter Tail Power Company  
215 S. Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496

**Cert. No. 7007 2560 0001 6050 7060**

**Cert. No. 7007 2560 0001 6050 7077**

Bruce Gerhardson, Assoc. Gen. Counsel  
Otter Tail Corporation  
215 S. Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496

Scott W. Handy, President & CEO  
Cass County Electric Cooperative Inc.  
491 Elm Street  
P.O. Box 8  
Kindred, ND 58051

**Cert. No. 7007 2560 0001 6050 7084**

**Cert. No. 7007 2560 0001 6050 7091**

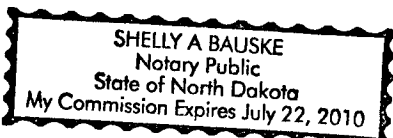
Each address shown is the respective addressee's last reasonably ascertainable post office address.

*Clair R. Jypton*  
\_\_\_\_\_

Subscribed and sworn to before me  
this 17<sup>th</sup> day of January, 2008.

*Shelly A. Bauske*  
\_\_\_\_\_  
Notary Public

SEAL



**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Otter Tail Corp - Cass County  
Electric Coop  
Service Area Agreement  
Application**

**Case No. PU-07-757**

**ORDER**

**January 16, 2008**

On November 20, 2007, Otter Tail Corporation ("Otter Tail") d/b/a Otter Tail Power Company and Cass County Electric Cooperative, Inc. ("Cass Electric") filed a joint application for approval of a Service Area Agreement to establish service areas and designate service locations to be served by Otter Tail and Cass Electric within the City of Kindred, North Dakota and areas adjacent to the City of Kindred.

On December 6, 2007 the Commission issued a Notice of Filing, Notice of Informal Hearing, and Notice of Opportunity For Hearing, scheduling an informal hearing for January 7, 2007 and providing until January 7, 2007 for receiving written comments and requests for hearing. No written comments or requests for hearing were received. The notice identified the issues to be considered in this proceeding as whether the Service Area Agreement complies with section 49-03-06 of the North Dakota Century Code and whether approval of the Service Area Agreement is compatible with the public interest.

On January 7, 2007 the Commission discussed the issues with Commission staff and the applicants at an informal hearing. The applicants contend that the Agreement will:

1. Create the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them;
2. Establish service areas which will avoid unreasonable duplication of electric facilities;
3. Mandate that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and
4. Establish agreements which will help avoid territorial disputes between the parties regarding their service in and around the City of Kindred.

Having considered this matter the Commission finds that the Service Area Agreement complies with N.D.C.C. section 49-03-06 and is compatible with the public interest, and should be approved. Therefore, the Commission issues the following:

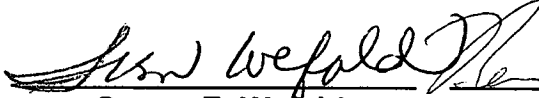
**Order**

The Commission Orders that the electric service agreement filed jointly by Otter Tail and Cass Electric is APPROVED.


**PUBLIC SERVICE COMMISSION**



**Tony Clark  
Commissioner**



**Susan E. Wehald  
President**



**Kevin Cramer  
Commissioner**

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Otter Tail Corp - Cass County  
Electric Coop  
Service Area Agreement  
Application**

**Case No. PU-07-757**

**ORDER**

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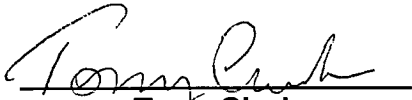
1. Create the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them;
2. Establish service areas which will avoid unreasonable duplication of electric facilities;
3. Mandate that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and
4. Establish agreements which will help avoid territorial disputes between the parties regarding their service in and around the City of Kindred.

Having considered this matter the Commission finds that the Service Area Agreement complies with N.D.C.C. section 49-03-06 and is compatible with the public interest, and should be approved. Therefore, the Commission issues the following:

**Order**

The Commission Orders that the electric service agreement filed jointly by Otter Tail and Cass Electric is APPROVED.

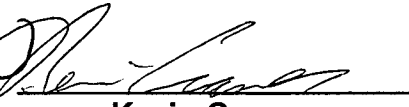
**PUBLIC SERVICE COMMISSION**



**Tony Clark**  
Commissioner



**Susan E. Wefald**  
President



**Kevin Cramer**  
Commissioner

**APPROVED**

DATE: 1-16-08  
EG

**MOTION**

January 16, 2008

**Otter Tail Corporation - Cass County  
Electric Coop  
Service Area Agreement  
Application**

**Case No. PU-07-757**

I move the Commission adopt the Order approving a service area agreement establishing locations for new electric service to be served by Otter Tail Corporation and Cass County Electric Cooperative, Inc. within and in areas adjacent to the City of Kindred, North Dakota, Case No. PU-07-757.

JRL

**North Dakota Public Service Commission**  
**INFORMAL HEARING**  
**January 7, 2008**

**Case No. PU-07-757**  
**Filed 11/20/07**

**Otter Tail Corporation and Cass County  
Electric Cooperative, Inc.  
Service Area Agreement  
Application**

**Summary of Proposal:** Otter Tail Corporation ("Otter Tail") d/b/a Otter Tail Power Company and Cass County Electric Cooperative, Inc. ("Cass Electric") filed a joint application for approval of a Service Area Agreement to establish service areas and designate service locations to be served by Otter Tail and Cass Electric within the City of Kindred, North Dakota and areas adjacent to the City of Kindred. The Agreement provides that each supplier will continue to serve existing customers, but will not serve new customers, within the other supplier's agreed upon service area. The term of the Agreement extends through 12/31/2031, but it can be terminated at any time with mutual agreement by the parties. After 12/31/2031 the Agreement renews automatically for five year terms unless either party provides at least 180 days prior written notice of termination.

**Recommendation:** I recommend the Commission approve the agreement.

**Discussion:** On December 6, 2007 the Commission issued a Notice of Filing, Notice of Informal Hearing and Notice of Opportunity for Hearing, which provided until January 7 for receiving written comments or hearing requests. No response has yet been received. The notice identified the issues to be considered in this proceeding as whether the Service Area Agreement complies with section 49-03-06 of the North Dakota Century Code and whether the approval of the Service Area Agreement is compatible with the public interest.

The parties contend that the Agreement is in the public interest by, among other matters:

1. Creating the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them;
2. Establishing service areas which will avoid unreasonable duplication of electric facilities;
3. Mandating that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and
4. Establishing agreements which will help avoid territorial disputes between the parties regarding their service in and around the City of Kindred.

**Prepared by:** Jerry Lein

**Lein, Jerry R.**

---

**From:** GCoyne@otpco.com  
**Sent:** Tuesday, January 08, 2008 8:00 AM  
**To:** Lein, Jerry R.  
**Cc:** MHelland@otpco.com; BHowland@otpco.com; bgerhardson@ottertail.com  
**Subject:** Kindred franchise

Jerry-

Commissioner Wefald asked for information regarding the Otter Tail Power Company franchise with Kindred yesterday. This franchise expires in June, 2024.

Please let me know if there are further questions.

Thank you.

***Geri Coyne***

Geri Coyne  
Operations Manager  
Otter Tail Power Company  
PO Box 70  
Wahpeton, ND 58074  
e-mail: [gcoyne@otpco.com](mailto:gcoyne@otpco.com)  
Phone: 701-671-6001  
Fax: 701-671-6031  
Cell: 701-899-1514



# North Dakota Newspaper Association

1435 Interstate Loop  
Bismarck, ND 58503-0567  
Ph (701) 223-6397 • Fax (701) 223-8185

## INVOICE

Order **24327-07123PP0**

Invoice # **98289**

December 27, 2007

Attn: **ILLONAA. JEFFCOAT-SACCO**  
**PUBLIC SERVICE COMMISSION**  
**600 E. BOULEVARD AVE.**  
**STATE CAPITOL**  
**BISMARCK, ND 58505**  
Voice: 701-328-4076

Advertiser: **Public Service Commission**

P.O.#:

Amount Due **\$31.27**

Amount Paid

*Please detach and return this portion with your payment*

Public Service Commission Invoice # 24327-07123PP0-98289

*PU-07-757*

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
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<b>Fargo, The Forum (Fargo ND)</b>	53.00	SPR2	0.59	31.27	0.00	Otter Tail & Cass Coun	12/17/07
------------------------------------	-------	------	------	-------	------	------------------------	----------

Gross Advertising	31.27	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	31.27	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	31.27

Your payment is due upon receipt. Thank you in advance for your prompt payment!

*7100 -*

8 **PU-07-757**

Pages: 1

Invoice 98289 \$31.27

by North Dakota Newspaper Association  
12/27/2007

# Affidavit of Publication

Colleen Park, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.

2. The newspapers listed on the exhibits published the advertisement of:

Public Service Commission, Otter Tail & Cass Co. Electric,

1 time(s) as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

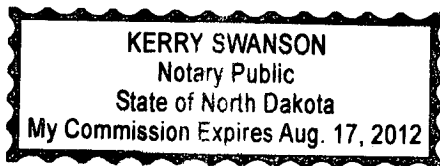
Signed: Colleen Park

State of ND

County of Burleigh

Subscribed and sworn to before me this 21<sup>st</sup> day of December 20 07

Kerry Swanson



Case No: PU-07-757

Notice of filing, Notice of informal hearing and notice of opportunity for hearing

Published in:

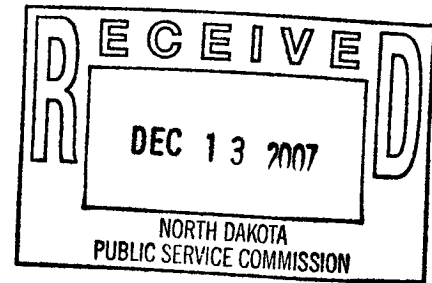
12/17 - Fargo

2111 15th Street North  
PO Box 70  
Wahpeton, ND 58074-0070  
701-642-6684  
800-257-4044  
Fax: 701-671-6031  
www.otpco.com

December 12, 2007



Jerry Lein  
North Dakota Public Service Commission  
600 E Boulevard  
Dept 408  
Bismarck, ND 58505-0480



Dear Mr. Lein:

Enclosed please find 3 copies of the proposed Area Service Agreements map between Otter Tail Power Company and Cass County Electric Cooperative for the City of Kindred, ND.

Please feel free to contact me should you have additional questions.

Sincerely,

A handwritten signature in cursive script that reads "Geri Coyne".

Ms. Geri Coyne  
Operations Manager

/enclosures

19

20

21

22

30

KINDRED

CORPORATE LIMITS

28

27

31

32

33

34

RED RIVER VALLEY WESTERN RR

3-266R  
41.5KV

KINDRED SUB.  
NO. 761  
1-3PH. 5000KVA

RICHARD  
KNUTSON

3-266R  
41.5KV

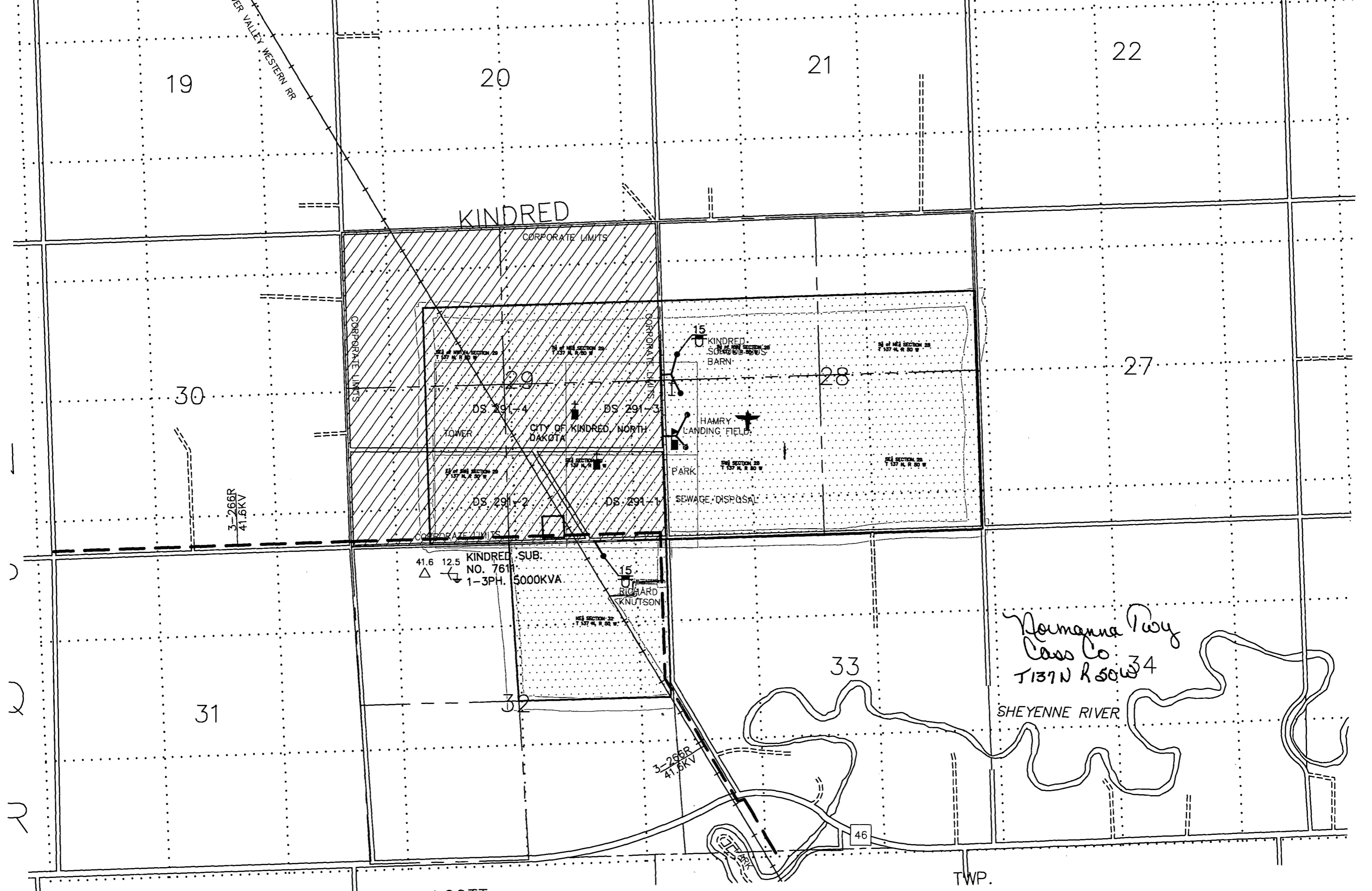
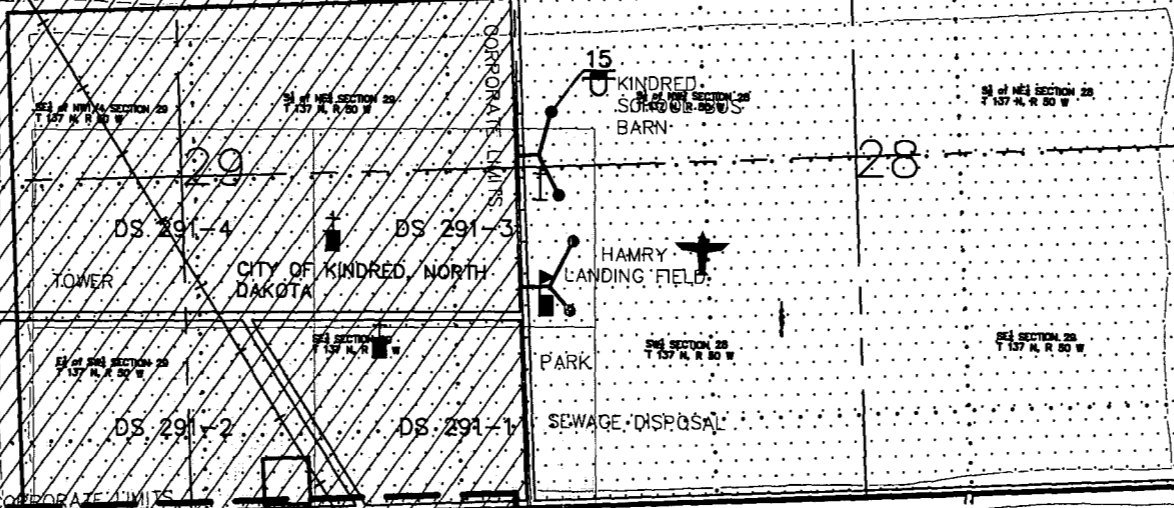
46

Normanna Pacy  
Cass Co  
T137N R50W

SHEYENNE RIVER

TWP.

WALCOTT



**Certificate of Service**

**Montana-Dakota Utilities, Co. and Capitol  
Electric Cooperative, Inc.  
Service Area Agreement  
Application**

**Case No.: PU-07-754**

**Otter Tail Corporation and Cass County  
Electric Cooperative, Inc.  
Service Area Agreement  
Application**

**Case No.: PU-07-757**

The following items dated December 6 & 7, 2007 were mailed to the attached list on December 7, 2007.

**Notice of Filing, Notice of Informal Hearing and Notice of Opportunity for Hearing.**

Claire Tipton

nanso@cableone.net  
James M Nessa

3500 8th Ave S #201  
Moorhead MN 56560

shandy@kwh.com  
Scott Handy  
Cass County Electric Coop  
4100 32nd Ave SW  
Fargo ND 58104

bnicholls@dadco.com  
Bryan Nicholls  
D A Davidson & Co

Mark.Hanson@grandforks.af.mil  
Mark Hanson  
Grand Forks Air Force Base  
319 ARW/JA 460 Steen Blvd Ste 201  
Grand Forks ND 58205

bdenver@btinet.net  
News Director  
KBMR AM-KQDY FM  
3500 E Rosser Ave  
Bismarck ND 58501

rickstensby@clearchannel.com

KCJB, KRRZ AM and KMXA, KYYZ, KIZZ  
PO Box 10  
Minot ND 58702-0010

kdix@kdix.net  
News Director  
KDIX AM Radio  
119 2nd Ave W  
Dickinson ND 58601-5115

dthompson@prairiepublic.org  
News Director  
KDSU KCND KPRJ KMPR KPPR KDPR  
1814 North 15th Street  
Bismarck ND 58501

earlg@nccray.net  
News Director  
KEYZ AM, KHTC FM and KYYZ FM Radio  
PO Box 2048  
Williston ND 58802-2048

patmclean@clearchannel.com

KKXL AM and KKXL, KQHT, KJKJ, KSNR  
PO Box 13598  
Grand Forks ND 58208-3598

akemp@tminc.com  
Ann-Marie Kemp

bschmidt@kwh.com  
Brad Schmidt  
Cass County Electric Coop  
4100 32nd Ave SW  
Fargo ND 58104

imittleider@nd.gov  
John Mittleider  
Department of Commerce  
600 East Blvd  
Bismarck ND 58505

arsmith@invisimax.com  
KAOC, KAUJ, KYTZ FM and KXPO AM radio  
856 W 12 St  
Grafton ND 58237

gary.rogers@kbmwam.com  
KBMW-AM  
PO Box 1115  
Wahpeton ND 58074-1115

kdakam@daktel.com  
News Director  
KDAK AM  
Box 50  
Carrington ND 58421-0050

kzzynews@stellarnet.com  
News Director  
KDLR AM and KDVL, KQZZ FM Radio  
Box 190  
Devils Lake ND 58301-0190

richard.mattern@ndsu.nodak.edu  
Rich Mattern  
KDSU-FM Radio  
PO Box 5347  
Fargo ND 58105-5347

dickvoight@clearchannel.com  
KFGO  
Box 2966  
Fargo ND 58102-2966

sales@kmavradio.com  
KMAV AM/FM RADIO  
PO Box 216  
Mayville ND 58257-0216

mlyman@kmot.com

KMOT TV  
Box 1120  
Minot ND 58702-1120

news@ksjbam.com  
News Director  
KSJB AM and KSJZ FM Radio  
PO Box 5180  
Jamestown ND 58402-5180

kumv@kumv.com

KUMV-TV  
PO Box 1287  
Williston ND 58802-1287

mail@kvlytv11.com

KXJB-TV 4  
4302 13th Ave S  
Fargo ND 58103-3313

treiten@kxnet.com

KXMB TV  
Box 1617  
Bismarck ND 58502-1617

cwalz@kxnet.com

KXMD-TV  
PO Box 790  
Williston ND 58802-0790

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ND Department of Commerce

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HCR 5 Box 9  
Langdon ND 58249

ktgo@nccray.com

KTGO-AM  
Box 457  
Tioqa ND 58852-0457

bigdog@daktel.com

KXGT and KYNU FM, KQDJ AM Radio  
203 1st Ave S PO Box 1170  
Jamestown ND 58402-1170

kxma@kxnet.com  
News Director  
KXMA-TV  
Drawer B  
Dickinson ND 58601

jolson@kxmcnews.com

KXMC TV  
Box 1686  
Minot ND 58701-1686

kzji@kzji.com

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230 Highway 2 SE  
Rugby ND 58368-2446

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Melroe Company  
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Gwinner ND 58040-0128

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Fargo ND 58103

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Fargo ND 58108-2466

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James Roache  
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Will Kaul  
Cooperative Power Association  
P O Box 800  
Elk River MN 55330-0800

William Jackson  
Dakota Justice  
38 8th Ave W  
Dickinson ND 58601

Mark Frederiksen  
Economic Insights  
416 Center St #365  
Washington Grove MD 20880

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KHND AM Radio  
PO Box 6  
Harvey ND 58341-0006

KLXX AM  
4303 Memorial Hwy  
Mandan ND 58554

KOVC AM and KQDJ FM Radio  
136 North Central Avenue P O Box 994  
Valley City ND 58072-0994

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Montana-Dakota Utilities Co  
400 N 4th St  
Bismarck ND 58501

Dennis Lavallee  
Nat'l Assoc Plumbing-Htng-Cooling  
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Falls Church VA 22046-6808

Harlan Fuglesten  
ND Association of RECs  
PO Box 727  
Mandan ND 58554-0727

Steven Tomac  
2498 59th St  
St Anthony ND 58566-9640

Patricia Estes  
Daily News  
PO Box 760  
Wahpeton ND 58074-0760

Laurie Baranko  
Dakota Resource Council  
PO Box 1095  
Dickinson ND 58602-1095

Jay Casler  
INDEPTH DATA INC  
44 S Bdwy 18th Fl  
White Plains NY 10601-4425

KHRT AM  
PO Box 1210  
Minot ND 58702-1210

KNOX-AM & KRRK-FM  
PO Box 13638  
Grand Forks ND 58208-3638

KTHI-TV  
Fargo ND 58107-1878

Mike Foley  
NARUC  
1101 Vermont Avenue NW Ste 200  
Washington DC 20005

James Irwin  
Natural Gas Week  
1411 K Street Suite 602  
Washington DC 20005-3404

Everett Morris  
NJ Public Service Electric & Gas  
80 Park Pl  
Newark NJ 07101

Andrew Anderson  
Otter Tail Corporation  
215 S Cascade Street  
Fergus Falls MN 56538-0496

Public Utilities Reports Inc  
Law Dept 8229 Boone Blvd Ste 401  
Vienna VA 22182

John Kapsner  
The Vogel Law Firm  
P O Box 2097  
Bismarck ND 58502-2097

Dave Johnson  
Valley City Public Works  
254 2nd Ave NE  
Valley City ND 58072

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Otter Tail Corporation d/b/a Otter Tail Power Co  
Cass County Electric Cooperative Inc.  
Joint Service Area Agreement

Case No. PU-07-757

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

Lisa Zeimer deposes and says that:

she is over the age of 18 years and not a party to this action and, on the 6<sup>th</sup> day of December, 2007, she deposited in the United States Mail, at Bismarck, North Dakota, four envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and containing photocopies of:

NOTICE OF FILING, NOTICE OF INFORMAL HEARING AND NOTICE OF OPPORTUNITY FOR HEARING

The envelopes were addressed as follows:

William Schlossman, Esq.  
Vogel Law Firm  
218 NP Avenue  
PO Box 1389  
Fargo ND 58107-1389

Charles MacFarlane, President  
Otter Tail Power Company  
215 S Cascade Street  
PO Box 496  
Fergus Falls MN 56538-0496

Certified No. 7007 2560 0001 6057 8176

Certified No. 7007 2560 0001 6057 8183

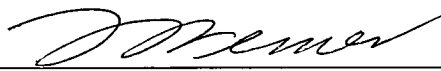
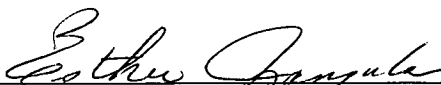
Bruce Gerhardson, Associate General Counsel  
Otter Tail Corporation  
215 S Cascade Street  
PO Box 496  
Fergus Falls MN 56538-0496

Scott W. Handy, President & CEO  
Cass County Electric Cooperative Inc.  
491 Elm Street  
PO Box 8  
Kindred, ND 58051

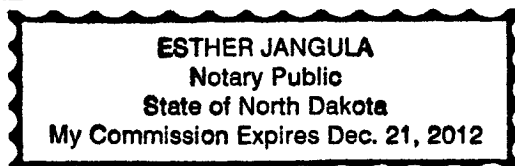
Certified No. 7007 2560 0001 6057 8190

Certified No. 7007 2560 0001 6057 8206

Subscribed and sworn to before me  
this 6<sup>th</sup> day of December, 2007

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public

SEAL



5 PU-07-757

Pages: 2

Affidavit w Notices Filing, Informal Hearing,  
Opportunity for Hearing  
by Public Service Commission

12/06/2007

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Otter Tail Corporation and Cass County  
Electric Cooperative, Inc.  
Service Area Agreement  
Application**

**Case No. PU-07-757**

**NOTICE OF FILING, NOTICE OF INFORMAL HEARING  
AND  
NOTICE OF OPPORTUNITY FOR HEARING**

**December 7, 2007**

On November 20, 2007, Otter Tail Corporation ("Otter Tail") d/b/a Otter Tail Power Company and Cass County Electric Cooperative, Inc. ("Cass Electric") filed a joint application for approval of a Service Area Agreement to establish service areas and designate service locations to be served by Otter Tail and Cass Electric within the City of Kindred, North Dakota and areas adjacent to the City of Kindred. The Service Area Agreement was filed under section 49-03-06 of the North Dakota Century Code.

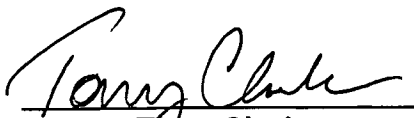
The issues to be considered in this proceeding are whether the Service Area Agreement complies section 49-03-06 of the North Dakota Century Code and whether the approval of the Service Area Agreement is compatible with the public interest.

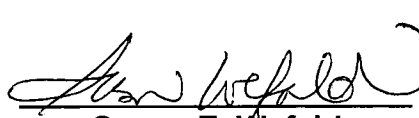
Those interested are invited to comment on the application in writing. Persons desiring a hearing must file a written request identifying their interest in the proceeding and the reasons for requesting a hearing. **Comments and requests for hearings must be received by January 7, 2007.** If deemed appropriate, the Commission can determine the matter without a hearing.

An **informal hearing** of this matter is scheduled to begin on **January 7, 2008 at 1:30 p.m. CST** in the Commission Hearing Room on the 12<sup>th</sup> floor of the State Capitol. At the informal hearing, the Commission will discuss this matter with the parties and interested members of the public.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Illona A. Jeffcoat-Sacco, Executive Director at least 24 hours prior.

**PUBLIC SERVICE COMMISSION**

  
\_\_\_\_\_  
**Tony Clark  
Commissioner**

  
\_\_\_\_\_  
**Susan E. Wefald  
President**

  
\_\_\_\_\_  
**Kevin Cramer  
Commissioner**

**APPROVED**

DATE: 12-6-07  
EJ

**MOTION**

**December 6, 2007**

**Otter Tail Corporation and Cass County  
Electric Cooperative, Inc.  
Service Area Agreement  
Application**

**Case No. PU-07-757**

I move the Commission issue a Notice of Filing, Notice of Informal Hearing and Notice of Opportunity for Hearing in the joint application of Otter Tail Corporation and Cass County Electric Cooperative, Inc. for approval of a service area agreement to establish service locations to be served by Otter Tail and Cass Electric within and in areas adjacent to the City of Kindred, North Dakota, Case No. PU-07-757.

JRL

**Zeimer, Lisa D.**

---

**From:** Colleen Park [colleenp@ndna.com]  
**Sent:** Thursday, December 06, 2007 11:27 AM  
**To:** Zeimer, Lisa D.  
**Subject:** RE: ad to run 07-757

Received. I will schedule the notice to publish on 12/17 in the Forum.  
Thank you.

Colleen

Colleen Park  
North Dakota Newspaper Association  
Advertising Coordinator / Public Notice Coordinator  
1435 Interstate Loop • Bismarck ND 58503  
Phone 701.223.6397 • Fax 701.223.8185

*Every job is a self-portrait of the person who did it ... autograph yours with excellence.*

---

**From:** Zeimer, Lisa D. [mailto:ldzeimer@nd.gov]  
**Sent:** Thursday, December 06, 2007 11:17 AM  
**To:** colleen@ndna.com  
**Cc:** Bauske, Shelly A.; Fahn, Patrick J.  
**Subject:** ad to run 07-757

To: Colleen  
North Dakota Newspaper Association

Please have the attached NOTICE OF FILING, NOTICE OF INFORMAL HEARING AND NOTICE OF OPPORTUNITY FOR HEARING published as a legal publication in the next issue of the Fargo Forum. Do not publish in the classifieds.

Please run it as a "News Item Only" article as well, and send the bill to the Public Service Commission along with a tear sheet for billing purposes.

Please confirm via e-mail that you received this request.

If you have any questions or need a PDF version of the notice, please call me at 328-4279 or email.

Thank you.

**Lisa Zeimer**

Acting Administrative Officer  
Assistant to Commissioner Kevin Cramer  
Assistant to General Counsel Bill Binek  
Public Service Commission  
600 E. Boulevard Avenue, Dept. 408

2 **PU-07-757**

Pages: 2

Email to and Reply from NDNA re Ad for  
Notices  
by Public Service Commission  
12/06/2007

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Otter Tail Corporation and Cass County  
Electric Cooperative, Inc.  
Service Area Agreement  
Application

Case No. PU-07-757

**NOTICE OF FILING, NOTICE OF INFORMAL HEARING  
AND  
NOTICE OF OPPORTUNITY FOR HEARING**

**December 7, 2007**

On November 20, 2007, Otter Tail Corporation ("Otter Tail") d/b/a Otter Tail Power Company and Cass County Electric Cooperative, Inc. ("Cass Electric") filed a joint application for approval of a Service Area Agreement to establish service areas and designate service locations to be served by Otter Tail and Cass Electric within the City of Kindred, North Dakota and areas adjacent to the City of Kindred. The Service Area Agreement was filed under section 49-03-06 of the North Dakota Century Code.

The issues to be considered in this proceeding are whether the Service Area Agreement complies section 49-03-06 of the North Dakota Century Code and whether the approval of the Service Area Agreement is compatible with the public interest.

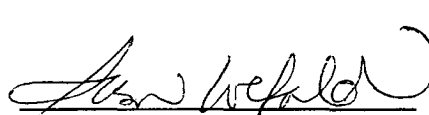
Those interested are invited to comment on the application in writing. Persons desiring a hearing must file a written request identifying their interest in the proceeding and the reasons for requesting a hearing. **Comments and requests for hearings must be received by January 7, 2007.** If deemed appropriate, the Commission can determine the matter without a hearing.

An **informal hearing** of this matter is scheduled to begin on **January 7, 2008 at 1:30 p.m. CST** in the Commission Hearing Room on the 12<sup>th</sup> floor of the State Capitol. At the informal hearing, the Commission will discuss this matter with the parties and interested members of the public.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Illona A. Jeffcoat-Sacco, Executive Director at least 24 hours prior.

**PUBLIC SERVICE COMMISSION**

  
\_\_\_\_\_  
Tony Clark  
Commissioner

  
\_\_\_\_\_  
Susan E. Wefald  
President

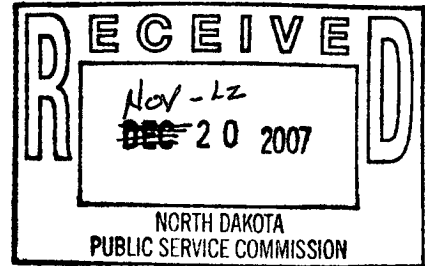
  
\_\_\_\_\_  
Kevin Cramer  
Commissioner

William A. Schlossman, Jr.

Phone: 701.356-6370 | Fax: 701.476.7676 | wschlossman@vogellaw.com

November 19, 2007

Executive Secretary  
Public Service Commission  
600 East Boulevard Avenue  
Dept. 408  
Bismarck, ND 58505-0480



RE: PSC Application for Approval of Service Area Agreement / CCEC & Otter Tail Power  
Our File No. 8087.00000

To Whom It May Concern:

Please find enclosed the original and seven copies of the following: Public Service Commission Joint Application for Approval of Service Area Agreement.

The Application incorporates the following documents:

1. Certificate of Good Standing, State of North Dakota for Otter Tail Corporation
2. Articles of Amendment of Cass County Electric Cooperative, Inc.
3. Certificate of Good Standing, State of North Dakota for Cass County Electric Cooperative, Inc.
4. Service Area Agreement

If you should have any questions or concerns, please contact me.

Very truly yours,

  
William A. Schlossman, Jr.

WAS:kfs

Enclosure

1

PU-07-757

Pages: 21

PUBLIC SERVICE COMMISSION  
STATE OF NORTH DAKOTA

In the matter of the Joint )  
Application of Otter Tail )  
Corporation, d/b/a Otter Tail Power )  
Company and Cass County Electric )  
Cooperative Inc. for approval of a )  
Service Area Agreement covering )  
the area in and around Kindred, )  
North Dakota under NDCC § 49- )  
03-06 )

Joint Application for Approval of Service  
Area Agreement Under NDCC § 49-03-06

Applicants respectively represent to the commission as follows:

1.

Otter Tail Corporation ("Otter Tail") is a Minnesota corporation, doing business in North Dakota as "Otter Tail Power Company" and is authorized to do business in the State of North Dakota. Otter Tail's principal address is PO Box 496, 215 S Cascade Street, Fergus Falls, MN 56538-0496. Its principal address in North Dakota is PO Box 9156, 4334 18th Avenue SW, Fargo, ND 58106-9156. Otter Tail is a public utility under the laws of North Dakota, engaged in the generation, transmission, and distribution of electricity. Otter Tail's Articles of Incorporation are currently on file with the Public Service Commission. A Certificate of Good Standing issued by the Secretary of State from the states of Minnesota and North Dakota is filed herewith, with a copy attached as Exhibits 1-1 and -2.

2.

Cass County Electric Cooperative Inc. ("Cass Electric") is an electrical cooperative corporation organized in North Dakota under N.D.C.C. Chapter 10-13, with its principal place of business at PO Box 8, 491 Elm Street, Kindred, ND 58051. A copy of the Amended and Restated Articles of Incorporation of Cass Electric are attached as Exhibit "2". A Certificate of Good standing issued by the Secretary of State of the State of North Dakota is filed herewith, with a copy attached as Exhibit 3. Cass Electric is engaged in the distribution of electricity in 10 counties in eastern North Dakota.

3.

Otter Tail and Cass Electric operate adjacent and intermingled electrical distribution systems in and around Kindred, North Dakota.

4.

Under the authority granted by N.D.C.C. Section 49-03-06 Otter Tail and Cass Electric have entered into a Service Area Agreement, a copy of which is attached as Exhibit "4". Among other matters, the Service Area Agreement: (a) allocates to Otter Tail and Cass Electric specified service areas within the City of Kindred and adjacent to the City of Kindred; (b) establishes service quality standards and agreements to cooperate, and establishes the authority of the City of Kindred; and (c) retains the authority of the City of Kindred to enforce the terms of any existing or future franchise agreement. By its terms, the Service Area Agreement is subject to the approval of the Commission.

5.

The Service Area Agreement is in the public interest by, among other matters: (a) creating the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them; (b) establishing service areas which will void unreasonable duplication of electric facilities; (c) mandating that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and (d) establishing agreements which will help avoid territorial disputes between the parties their service in and around the City of Kindred.

6.

The Service Area Agreement was approved by the City of Kindred at a meeting of its City Commission held on the 11<sup>th</sup> day of July, 2007.

7.

For the reasons more fully set forth above, the applicants believe that it is proper and in the public interest for the Commission to approve the Service Area Agreement, and granted Otter Tail a Certificate of Public Convenience and Necessity authorizing it to extend its plant and system within the service territory granted to Otter Tail under the Service Area Agreement.

WHEREFORE, applicants request that the North Dakota Public Service Commission enter an Order:

- (A) Approving the Service Area Agreement in accordance with N.D.C.C. Section 49-03-06;
- (B) Granting to Otter Tail a Certificate of Public Convenience and Necessity authorizing it to extend its plant and System and to provide electric service to service locations within the Otter Tail service area set forth in the Service Area Agreement;

(C) Granting such other relief as the Commission may deem lawful, just and proper.

Dated this 30<sup>th</sup> day of October, 2007.

OTTER TAIL CORPORATION

BY: *Bruce Gerhardson*  
Bruce Gerhardson  
Its Associate General Counsel

OTTER TAIL POWER COMPANY

BY: *Charles MacFarlane*  
Charles MacFarlane  
Its President

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF OTTER TAIL )

Bruce Gerhardson, being first duly sworn, deposes and says that he is the Associate General Counsel of Otter Tail Corporation, the corporation described in the above-entitled matter; that he has read the foregoing Joint Application and knows the contents thereof to be true to the best of his knowledge, information and belief.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of October, 2007.



*Penny Mosher*  
Notary Public, State of MN  
My Commission Expires: 1-31-2010

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF OTTER TAIL )

Charles MacFarlane, <sup>President</sup> ~~an attorney~~ represents Otter Tail Corporation, doing business as Otter Tail Power Company, the corporation described in the above-entitled matter; that he has read the foregoing Joint Application and knows the contents thereof to be true to the best of his knowledge, information and belief.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of October, 2007.



Penny Mosher  
Notary Public, State of MN

My Commission Expires: 1-31-2010

Dated this 10<sup>th</sup> day of Oct., 2007.

CASS COUNTY ELECTRIC COOPERATIVE INC.

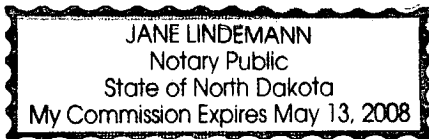
BY: Scott W. Handy  
Scott W. Handy

Its President/CEO

STATE OF NORTH DAKOTA )  
 ) ss.  
COUNTY OF CASS )

Scott Handy, being first duly sworn, deposes and says that he is the President of Cass County Electric Cooperative Inc., the electric cooperative corporation described in the above-entitled matter; that he has read the foregoing Joint Application and knows the contents thereof to be true to the best of his knowledge, information and belief.

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of October, 2007.

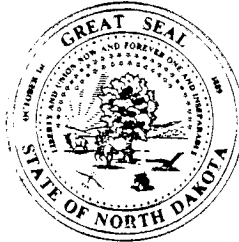


Jane Lindemann  
Notary Public, State of North Dakota

My Commission Expires: 5/13/2008

# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF GOOD STANDING OF

#### OTTER TAIL CORPORATION

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that OTTER TAIL CORPORATION, a Minnesota corporation, authorized to transact business in the State of North Dakota on February 24, 1914, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing foreign corporations.

**ACCORDINGLY** the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

#### OTTER TAIL CORPORATION

Issued: October 3, 2007

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

State of Minnesota

**SECRETARY OF STATE**

Certificate of Good Standing

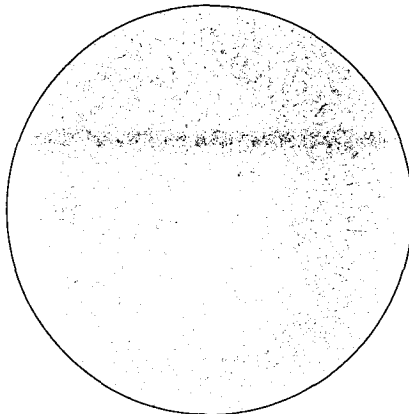
I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The corporation listed below is a corporation formed under the laws of Minnesota; that the corporation was formed by the filing of Articles of Incorporation with the Office of the Secretary of State on the date listed below; that the corporation is governed by the chapter of Minnesota Statutes listed below; and that this corporation is authorized to do business as a corporation at the time this certificate is issued.

Name: Otter Tail Corporation

Date Formed: 07/05/1907

Chapter Governed By: 302A

This certificate has been issued on 10/05/07.



*Mark Ritchie*  
Secretary of State.

289070

904 200 COOP  
File # 1590  
RECEIVED

ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF CASS COUNTY ELECTRIC COOPERATIVE INC.

APR 24 2006  
SEC. OF STATE

The undersigned adopts the following Articles of Amendment to the Articles of Incorporation of Cass County Electric Cooperative Inc. (the "Cooperative") in accordance with the requirements of N.D.C.C. Chapter 10-13:

I.

The name of the corporation is: Cass County Electric Cooperative Inc.

II.

The Articles of Incorporation of the Cooperative are amended and restated in their entirety as specified in the Amended and Restated Articles of Incorporation attached as Exhibit A.

III.

A resolution approving the adoption of the Amended and Restated Articles of Incorporation of the Cooperative as specified in these Articles of Amendment was approved by the members of the Cooperative at a meeting held April 10, 2006 at which a quorum was present, with 317 members voting in favor of the amendment and 6 members voting in opposition to the amendment. At the time the Amendment was adopted, the Cooperative had 24,581 members.

IV.

The Amended and Restated Articles of Incorporation supersede the original articles and all amendments thereto.

Dated this 20 day of April, 2006

CASS COUNTY ELECTRIC COOPERATIVE INC.

*Scott W. Handy*  
\_\_\_\_\_  
President

2792.4

NORTH DAKOTA  
Filed 5-3 2006  
*Albert D. ...*  
Secretary of State  
NDH  
4/18/06



**Exhibit A**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CASS COUNTY ELECTRIC COOPERATIVE INC.**

These Amended and Restated Articles of Incorporation are adopted for the purposes of amending and superseding the Articles of Incorporation of Cass County Electric Cooperative, Inc., an electric cooperative corporation under N.D.C.C. Chapter 10-13 (the "Act"):

**ARTICLE I**

The name of the Corporation is: Cass County Electric Cooperative Inc.

**ARTICLE II**

The Corporation is organized to provide electric service to persons or entities who are authorized to be members of the Corporation under the Act, and to engage in all other activities and services authorized by the Act. The Corporation will operate as a tax exempt cooperative under the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation will have:

- A. All powers authorized by the Act and N.D.C.C. Chapter 10-15 except where any such powers are inconsistent with the requirements of the Act.
- B. The right to serve non-members to the full extent authorized by the Act.

**ARTICLE III**

The number of directors of the Corporation is to be specified in the bylaws of the Corporation, but in no event may be less than five (5) and no more than eighteen (18) members.

**ARTICLE IV**

The principal office of the Corporation is located at 491 Elm Street, PO Box 8, Kindred, ND 58051-0008.

**ARTICLE V**

The duration of the Corporation is perpetual.

## ARTICLE VI

The Corporation will have no capital stock.

## ARTICLE VII

The Bylaws of the Corporation may fix the terms and conditions upon which persons or entities may be admitted to and retain membership in the Corporation, provided that the requirements are not inconsistent with these Articles of Incorporation or the Act.

## ARTICLE VIII

**Section 1.** All patrons must furnish and contribute to the Corporation, and the Corporation will receive from its patrons, as capital the amount by which revenues received by the Corporation from patrons for furnishing electrical service, reduced by the amount of any rebates to patrons authorized by the board, exceed the Corporation's costs and expenses of furnishing electrical service, consistent with the requirements of the Act and the Code ("Operating Margins").

**Section 2.** The Corporation will annually allocate to, and pay by credit to a capital account for each patron, Operating Margins in proportion to the value or quantity of the electricity used by each patron during the applicable fiscal year ("Capital Credits") in the manner required by the Act and the Code. Capital Credits must be treated as though the Corporation paid the Capital Credit amounts to each patron in cash pursuant to a preexisting legal obligation, and each patron furnished or contributed the Capital to the Corporation in the corresponding Capital Credit amounts.

**Section 3.** If the Corporation is a member or patron of an entity providing a good or service used by the Corporation in providing electrical power to its patrons (Affiliated Entity"), then, to the extent the Affiliated Entity allocates or credits funds, amounts, or capital to the Corporation in proportion to the value or quantity of the goods or services used by the Corporation ("Affiliated Entity Allocated Capital"), the Corporation may separately allocate and credit to its patrons the Affiliated Entity Allocated Capital ("Affiliated Capital Credits") in proportion to the value or quantity of the energy purchased by each patron.

**Section 4.** The board of directors is authorized to adopt bylaws, policies and rules and regulations restricting the sale or other transfer of capital credits. The board may redeem and pay patrons for capital credits at the time and in the manner it determines, consistent with the requirements of these articles of incorporation, the Act, the Code, and any bylaws and policies adopted by the board.

**Section 5.** The Corporation may set off any balance owing by a member to the Corporation against any amounts owed by the Corporation to the member for capital credits redeemed.

## **ARTICLE IX**

**Section 1.** Seventy-five (75) members present in person or represented by proxy will constitute a quorum for the transaction of business at all meetings of the members.

**Section 2.** The Board of Directors has the power to make, adopt modify and amend bylaws and policies, rules and regulations, not inconsistent with these Articles of Incorporation, as it may deem advisable for the management, administration and regulation of the business and affairs of the Corporation.

**Section 3.** The private property of the members of the Corporation is not subject to the payment of, and no member shall be individually responsible for, corporate debts to any extent whatever.

## **ARTICLE X**

Upon liquidation of the Corporation, the assets of the corporation will be distributed as reasonably determined by its board of directors, consistent with the following parameters:

- A. The Corporation must first pay, satisfy, or discharge all Corporation debts, obligations, and liabilities;
- B. Thereafter, the Corporation will then retire and refund, without priority, all outstanding Capital Credits allocated to current and former patrons of the Corporation.
- C. After paying, satisfying, or discharging all Corporation debts, obligations, liabilities and Capital Credits as set forth in subpart A and B above, any remaining assets will be distributed to current and former members and patrons of the Corporation in a manner determined by the board of directors.

APPROVED BY MEMBERS: April 10, 2006

# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF GOOD STANDING OF

CASS COUNTY ELECTRIC COOPERATIVE INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that CASS COUNTY ELECTRIC COOPERATIVE INC. , a North Dakota ELECTRIC COOPERATIVE, was incorporated in this office on March 30, 1937 and, according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a North Dakota ELECTRIC COOPERATIVE.

**ACCORDINGLY** the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

CASS COUNTY ELECTRIC COOPERATIVE INC.

Issued: October 3, 2007

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

## SERVICE AREA AGREEMENT

This Agreement, dated as of the 29 day of May, 2007, is made between Otter Tail Corporation, d/b/a Otter Tail Power Company, with its address at 215 South Cascade Street, Fergus Falls, Minnesota 56537 ("Otter Tail") and Cass County Electric Cooperative Inc., with its address at P.O. Box 8, Kindred, North Dakota 58051 ("CCEC"). CCEC and Otter Tail are hereafter referred to individually each as a "Party" and cumulatively as the "Parties" to this Agreement.

## RECITALS

WHEREAS, Otter Tail is a Minnesota corporation and a public utility providing electrical service to customers in North Dakota, Minnesota, and South Dakota;

WHEREAS, CCEC is a North Dakota electric cooperative corporation, providing electric service in various counties in eastern North Dakota;

WHEREAS, in order to encourage harmony and operational efficiencies among electric providers, promote safety, discourage unreasonable duplication of electric facilities, assure adequate and reliable electric service for consumers and territories within North Dakota, and provide antitrust immunity to electric providers that negotiate service area agreements, in 2005 the North Dakota Legislative Assembly enacted a bill codified as NDCC § 49-03-06 (the "Act") authorizing electric utilities to enter into agreements designating the service areas of the Parties; and

WHEREAS, Otter Tail and CCEC believe a service area agreement between them relative to their facilities in and around Kindred, North Dakota, is consistent with the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the Parties agree as follows:

**ARTICLE 1.  
SERVICE AREA**

1.1 Otter Tail Territory. From and after the Effective Date, Otter Tail shall provide electric service, consistent with the requirements of its franchise with the City of Kindred, North Dakota, and applicable law, to all electric customers in the Otter Tail Service Area designated on Schedule 1 attached to this Agreement ("Otter Tail Service Area").

1.2 CCEC Territory. From and after the Effective Date, CCEC shall provide electric service, consistent with the requirements of its franchise with the City of Kindred, North Dakota, and applicable law, to all electric customers located in Normana Township which are not located in the Otter Tail Service Area ("CCEC Service Area").

1.3 Exclusive Territory. Except as provided below, Otter Tail shall not provide electric service to any customers located within the CCEC Service Area, and CCEC shall not provide electric service to any customers located within the Otter Tail Service Area. Notwithstanding the foregoing, each Party is permitted to continue to serve locations in the other Party's territory if either (i) the Party was providing electric service to a customer at the location on the Effective Date or (ii) neither Party was providing electric service to the location on the effective date, and the Party provided electric service to a former customer at that location within 120 days prior to the Effective Date. Each Party shall continue to be the service provider for each such customer in the other Party's Service Area, until such time as:

- (A) the location serviced has been abandoned and electric service disconnected for a continuous period of at least 120 days; or
- (B) the customer makes a material change of its use of the property, or modifies the structures, facilities, or other improvements on the location, and such change or modification necessitates a replacement or substantial modification of the electric service facilities historically used to serve the location (including, but not limited to, a change from single-phase service to three-phase service), or if the change or modification requires additional service to new structures, facilities, or improvements due to a subdivision of the customer location after the Effective Date; or
- (C) the Parties and the customer mutually agree in writing to the transfer of electric service.

1.4 Agreements to Serve Following the Effective Date. Notwithstanding anything herein to the contrary, the Parties may at any time mutually agree (in writing) that any new or existing customer in one Party's Service Area shall be served by the other Party, either temporarily or permanently.

1.5 Scope of Agreement. This agreement is intended to govern the allocation and provision electrical service by and between Otter Tail and CCEC within Normana Township. The provision of electric service to customers outside Normana Township will be governed by applicable law, any future amendments extending the scope of this agreement, or new service area agreements which may be made between the parties.

## ARTICLE 2. TERM

2.1 Effective Date. The term of this Agreement will commence upon the occurrence of last to occur of the following events (the "Effective Date"):

- (A) The execution of this Agreement by both parties;

(B) The approval of this Agreement by the City Council of Kindred, North Dakota; and

(C) The approval of this Agreement by the North Dakota Public Service Commission.

2.2 End of Term. This Agreement may be terminated at any time by the mutual agreement of the Parties. Otherwise, this Agreement shall continue in effect through December 31, 2031, and thereafter, this Agreement shall automatically renew for successive five-year terms unless either Party provides written notice to the other Party of its intention to terminate this Agreement at least 180 days prior to the end of any such term.

The Parties' rights and obligations to serve new customer locations after termination shall be governed by then applicable law, and each Party shall continue to be the service provider to those customer locations to which it provides service at the time this Agreement terminates.

### ARTICLE 3. NO PURCHASE OBLIGATION

3.1 No Purchase. Nothing herein shall obligate either Party to purchase, sell, or otherwise transfer any of its existing customers, electric service locations, or electric utility facilities to the other Party.

### ARTICLE 4. SERVICE QUALITY

4.1 Service Requirements. Both parties will provide electric service to customers in their applicable Service Areas consistent with all applicable franchises and/or agreements with the City of Kindred, (with respect to customers located within the City of Kindred), and consistent with all applicable laws and regulations. To the extent consistent with such requirements, both Parties are, however, free to adopt, implement, and enforce policies and practices relating to the provision of electric service, including without limitation to, fees, charges, line extension policies, interconnection policies, and other internal regulations as they may deem appropriate.

4.2 Cooperation. Should any customer be transferred from one provider to the other under this Agreement, both Parties agree to cooperate with each other to minimize disruption of the service provided to the customer to the extent reasonably practicable.

**ARTICLE 5**  
**FRANCHISES AND CERTIFICATES OF PUBLIC CONVENIENCE AND**  
**NECESSITY**

- 5.1 Franchises. Neither Party will interfere with or object to the extension of the term or scope of the other Party's franchise with the City of Kindred as it may pertain to such Party's Service Area. Nothing in this Agreement precludes the City of Kindred from enforcing the terms and conditions of any existing or future agreement with either Party, including without limitation, any cancellation or termination right, as may be provided therein. Neither Party, however, shall provide any inducement to the City of Kindred to encourage the City not to renew, extend, terminate, or alter in any way the other Party's franchise agreement as it pertains to the other Party's Service Area including, without limitation, any lobbying or public relations campaign pertaining to the foregoing; or through providing directly or indirectly, any financial incentive or commitment relative to its provision of service to the other Party's Service Area. Nothing in this provision is intended to prohibit either Party from objecting to the terms and conditions of the other Party's franchise which could unreasonably damage or harm the objecting Party's operations. Each Party agrees to provide the other with reasonable notice of any public meeting, hearing or proceeding relative to the enactment, extension, modification, or revocation of its franchise with the City.
- 5.2 Certificates of Public Convenience and Necessity. CCEC will not object to the issuance of a blanket Certificate or individual Certificates of Public Convenience and Necessity to Otter Tail by the North Dakota Public Service Commission for the extension of facilities and electric service within Otter Tail's Service Area, or to any customers Otter Tail is otherwise authorized to serve pursuant to this Agreement.

**ARTICLE 6.**  
**MISCELLANEOUS**

- 6.1 No Agency. This Agreement is made between the Parties entirely independent from each other. Neither Party shall be a legal representative of the other for any purpose whatsoever. Neither Party has the right or authority to assume or create any obligations of any kind on behalf of the other.
- 6.2 Complete Agreement. The Parties acknowledge that no representations or statements have been made which would modify or tend to modify any of the provisions of this Agreement. All the understandings between the Parties are contained in this Agreement. This Agreement supersedes and terminates all previous agreements entered into between the Parties with respect to the provision

of electric service. Any amendments to this Agreement shall be made in writing and signed by duly authorized representatives of both Parties.

- 6.3 No Third Party Beneficiary. This Agreement may be enforced solely by the named Parties, their respective successors and assigns. No municipality, customer, member, or other individual or entity not a named Party or successor to a party to this Agreement is intended to be a beneficiary of any of the terms, covenants, and conditions of this Agreement. This Agreement may be enforced solely by the Parties and their respective successors and assigns.
- 6.4 Assignment of the Agreement. Either Party may assign this Agreement in connection with a merger, sale of substantially all of the assets, consolidation, or other reorganization where the surviving entity acquires the right to provide electric service in the Service Area of the Party.
- 6.5 Partial Invalidity. Each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held invalid, illegal or unenforceable under applicable law in any jurisdiction, then such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been included herein.
- 6.6 Waiver. The failure of either Party at any time to require strict performance of any condition of this Agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any such condition shall not constitute a waiver of any subsequent breach thereof, nor nullify the validity of such condition.
- 6.7 Notices. Any notices, including notice of termination permitted to be given under this Agreement shall be given in writing and delivered in person, by facsimile, or by mail, postage prepaid, in an envelope addressed to the Party to whom notice is being given. Notices shall be given to the address or facsimile number set forth in this Agreement, or such other place as may be specified by either Party from time to time.
- 6.8 Approval Required. This Agreement shall be void in its entirety if not approved by the North Dakota Public Service Commission and the City Council of Kindred, North Dakota.
- 6.9 Continuing Jurisdiction. This Agreement is subject to the continuing jurisdiction of the North Dakota Public Service Commission to settle all service location disputes between the contracting electric providers arising under the Agreement.

[The next page is the signature page.]

OTTER TAIL CORPORATION, d/b/a  
OTTER TAIL POWER COMPANY

By: [Signature]  
Its: Village Service

CASS COUNTY ELECTRIC COOPERATIVE, INC.

By: Scott W. Hardy  
Its: President / CEO

**CITY APPROVAL**

The City of Kindred consents to this Agreement between the Parties, and agrees that each of the Parties may provide service within their respective service territories identified herein which are now or in the future located within the City of Kindred to the full extent authorized by their respective existing franchise agreements with the City of Kindred, as they may be extended or renewed.

CITY OF KINDRED, NORTH DAKOTA

By: [Signature]  
Its: Mayor

**CERTIFICATE OF APPROVAL**

The undersigned certifies that this Agreement was approved by the North Dakota Public Service Commission at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**NORTH DAKOTA PUBLIC SERVICE COMMISSION**

By: \_\_\_\_\_

Schedule 1  
Map of Service Territory



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 William Schlossman  
 Vogel Law Firm  
 218 NP Avenue  
 PO 1389  
 Fargo ND 58107-1389

A. Signature  Agent  
 Addressee  
 \*Wander [Signature]  
 B. Received by (Printed Name)  Agent  
 Addressee  
 Wander [Signature]  
 C. Date of Delivery  
 10/20/04  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7007 2560 0001 6057 8176

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PU-07-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 William Schlossman, Esq.  
 Vogel Law Firm  
 218 NP Ave.  
 PO Box 1389  
 Fargo, ND 58107-1389

A. Signature  Agent  
 Addressee  
 \*Wander [Signature]  
 B. Received by (Printed Name)  Agent  
 Addressee  
 Wander [Signature]  
 C. Date of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7007 2560 0001 6050 7060

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PU-07-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Bruce Gerhardson  
 Otter Tail Corporation  
 215 S. Cascade St.  
 PO Box 496  
 Fergus Falls, MN 56538-0496

A. Signature  Agent  
 Addressee  
 \*Russ Beste [Signature]  
 B. Received by (Printed Name)  Agent  
 Addressee  
 Beste  
 C. Date of Delivery  
 1-22-08  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7007 2560 0001 6050 7084

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

01-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bruce Gerhardson  
 Otter Tail Corp  
 215 S Cascade St  
 PO Box 8  
 Fergus Falls MN 56538-0496

A. Signature  
 *Russ Beste*  Agent  
 Addressee

B. Received by (Printed Name)  
*Beste*

C. Date of Delivery  
*12-10-07*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7007 2560 0001 6057 8190**

01-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles MacFarlane  
 Otter Tail Power co  
 215 S Cascade St  
 PO Box 496  
 Fergus Falls MN 56538-0496

A. Signature  
 *Russ Beste*  Agent  
 Addressee

B. Received by (Printed Name)  
*Beste*

C. Date of Delivery  
*12-10-07*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7007 2560 0001 6057 8183**

01-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Scott Handy  
 Cass County Electric Coop  
 491 Elm St  
 PO Box 8  
 Kindred ND 58051

A. Signature  
 *Diane Dockett*  Agent  
 Addressee

B. Received by (Printed Name)  
*DIANE DOCKETT*

C. Date of Delivery  
*12-10-07*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7007 2560 0001 6057 8206**

PU-07-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Scott W. Handy  
 Cass Co. Electric Coop. Inc.  
 491 Elm St.  
 PO Box 8  
 Kindred, ND 58051

A. Signature  
 X *Diane Dockter*  Agent  Addressee

B. Received by (Printed Name) *Diane Dockter* C. Date of Delivery *1-22-08*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7007 2560 0001 6050 7091

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PU-07-757

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Charles MacFarlane  
 Otter Tail Company  
 215 S. Cascade St.  
 PO Box 496  
 Fergus Falls, MN 56538-0496

A. Signature  
 X *Kevin Seale*  Agent  Addressee

B. Received by (Printed Name) *Seale* C. Date of Delivery *1-22-08*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7007 2560 0001 6050 7077

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540