

2111 15th Street North
PO Box 70
Wahpeton, ND 58074-0070
701-642-6684
800-257-4044
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www.otpc.com

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SEP 02 2008

PUBLIC SERVICE COMMISSION

September 2, 2008



Ms. Illona A. Jeffcoat-Sacco, Executive Secretary
ND Public Service Commission
12th Floor
State Capitol Building
Bismarck, ND 58505

Dear Ms. Jeffcoat-Sacco:

Enclosed is an application, in duplicate, for a Certificate of Public Convenience for Burlington Northern Santa Fe Railway, located in the NW $\frac{1}{4}$, NW $\frac{1}{4}$, Sec 33, Twp 140 N, R 52 W, for the signal lights, in Cass County.

Please send all correspondence in reference to this to Otter Tail Corporation, Attention: Bruce Gerhardson, Attorney, 215 S Cascade St, PO Box 496, Fergus Falls, MN 56538 with a copy to Brad Howland, Area Manager, PO Box 747, Fergus Falls, MN 56538 and also a copy to this office, Tori Pausch, PO Box 70, Wahpeton, ND 58074-0070. Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Tori Pausch".

Tori Pausch
Customer Service Representative

Enclosures

1 PU-08-731 Filed 09/02/2008 Pages: 7
Application for Certificate of Public Convenience for
Burlington Northern Santa Fe Railway, Cass County
Otter Tail Corporation
Tori Pausch, Customer Service Rep.

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF NORTH DAKOTA
CASE NO. _____

In the Matter of the Application of Otter Tail
Corporation
for an Order and Certificate
to Extend Service to

Burlington Northern Santa Fe Railway
80 44th Ave NE
Minneapolis, MN 55421

At the location stated Herein.
NW ¼, NW ¼, Sec 33, Twp 140, R 52
Cass County

APPEARANCE BY CUSTOMER

Burlington Northern Santa Fe Railroad, hereinafter referred to as the Customer) hereby makes a voluntary appearance in this matter and states the following to the Commission:

I.

Customer desires electric service from Otter Tail Corporation as a public utility subject to the jurisdiction of and regulation by this Commission, and has requested said public utility to provide Customer with immediate electric service at the point located as stated in the Application in this matter.

The Customer further states the need of and has demanded immediate service at said location for the reasons that are set forth in the Application herein. The Customer waives Notice of Opportunity for Hearing and Notice of Hearing upon said Application, or a hearing thereon, and requests the Commission to issue an Order and Certificate of Public Convenience and Necessity authorizing this requested and needed service, and that provision be made therein authorizing the extension of immediate service.

II.

All of the allegations of the Application herein are admitted as true and correct.

WHEREFORE, the undersigned, being the Customer involved herein, prays for the entry of an Order and Certificate of Public Convenience and Necessity by the Commission, authorizing the Applicant to immediately extend the requested and needed service to this Customer at said location, subject to such appropriate and proper conditions to be appended to and made a part of such Temporary Order and Certificate as the Commission may determine, said Temporary Order and Certificate to become final as may be set forth in the conditions appended thereto; and for such other and further relief as may be proper in the premises.

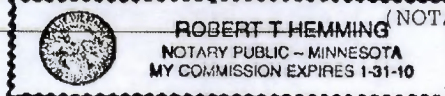
Witnesses:

M.A. [Signature]

Robert Paul Olson Elect Foreman
Burlington Northern Santa Fe Railway

Robert T Hemming HENNEPIN
Notary Public, County,

MINNESOTA My commission expires 1/31/2010



ELECTRIC SERVICE AGREEMENT

Work Order No.

MR No.

Rate No. 44-409

Overhead
x Underground

THIS AGREEMENT, by and between Burlington Northern Santa Fe Railway herein called the "Customer," and the OTTER TAIL CORPORATION, a Minnesota corporation, herein called "Otter Tail," WITNESSETH:

In consideration of the mutual promises contained below, the parties agree as follows:

1. All electric power is to be delivered and received pursuant to the provisions of this agreement and shall be approximately 120/240 volts, slight variations in frequency and voltage to be allowed, 1 phase, delivered at the Customer's signal lights located on NW 1/4, NW 1/4 Sec 33, Twp 140, R 52, County of Cass State of ND.
 2. Otter Tail will make the extension of lines, overhead or underground, necessary to provide electric service, as requested, to the electric service entrance of the above-described property, except for 0 service poles to be owned by the Customer, Otter Tail shall not be responsible for surface restoration due to underground installation except the initial backfill.
 3. The Customer grants to Otter Tail, its successors and assigns, the perpetual right, privilege and easement for the construction, operation, extension, maintenance and repair or removal of electric transmission lines, either overhead or underground, necessary to provide the electric service described herein, including the necessary fixtures and all other devices in connection therewith; together with the right to permit the attachment of other wires to the poles or in a common trench for purposes of telecommunications or cable communication systems. Further right, privilege and easement is granted Otter Tail to place, position and locate the butts of the main poles, pole structures or underground wires over, across or under the Customer's real property in such manner and location as the parties may mutually agree. Otter Tail shall have the right of ingress and egress at all reasonable times, for the purpose of the perpetual right, privilege, and easement granted hereby and shall have the right to cut down and trim trees as reasonably necessary to keep the wires of these electric lines clear, so as to be maintained in accordance with Otter Tail's standards of construction and maintenance. The Customer agrees to provide, without cost to Otter Tail, such other rights of way or permits (including railroad permits), as may be necessary.
 4. The Customer agrees to purchase and receive from Otter Tail electric energy in accordance with rules and regulations established by Otter Tail and filed with the appropriate regulatory agency and agrees to pay for electrical energy in accordance with Otter Tail's rate schedule as filed with the Public Service Commission or such superseding rate as may be published in the future.
 5. The title and ownership of all lines and extensions and equipment furnished by Otter Tail shall be and remain in Otter Tail, as personal property, and shall not be owned by nor become a part of the real property of the Customer.
 6. In view of the investment required of Otter Tail to furnish electric service to the Customer's location, the conditions under which service will be supplied and the inability of expected revenue to support the investment, the Customer agrees to pay, in advance of service, a connection fee of none. This connection fee shall be in lieu of any guaranteed minimum charge (other than such monthly and seasonal minimum charges which may be part of the rate applicable to this service).
 7. In the event Otter Tail is required to change the service lines for any reason other than normal maintenance or inadequate capacity, the party requiring the change shall pay all costs connected with the change.
 8. In the event of the failure of the Customer to make any payment required by this agreement, it is understood and agreed that Otter Tail is authorized to discontinue service and remove, without legal process, any and all of the extensions of lines and other property installed by Otter Tail under the terms of this agreement.
 9. Where the Customer requests electric service and service is provided by means of an underground service lateral, owned and installed by Otter Tail, the Customer shall, except for backfilling, assume, at his own expense, the necessary land restoration, including but not limited to, yard maintenance, grass planting, and trench leveling.
 10. Where Customer has blocked or restricted access to Company facilities through plantings, construction, pavement, etc., all costs of obtaining access for maintenance, repairs or replacement of said facilities, whether underground or overhead, together with all costs of site restoration, including but not limited to trenching, tree removal, earth removal, reconstruction or repaving, shall be the responsibility of the Customer.
 11. No liability shall attach to Otter Tail for any failure to deliver electric power hereto due to acts of God, or any other cause whatsoever except its own voluntary act or any neglect to exercise reasonable care and diligence in performance of the agreement herein contained, and Otter Tail shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
 12. This agreement shall go into effect on the date of initiation of service and shall continue in effect for a period of ten years and thereafter shall remain in effect from year to year unless terminated by either party by notice within at least sixty days.
 13. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the dates appearing opposite their respective signatures.

Aug 15-08, 2008

Richard Paul Olson
Burlington Northern Santa Fe Railway

Aug 18, 2008

By: Alvin Coyne
OTTER TAIL CORPORATION

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PUBLIC SERVICE COMMISSION
STATE OF NORTH DAKOTA

Otter Tail Power Company, a division of Otter Tail Corporation
(Fergus Fall, Minnesota)

Customer's Name Burlington Northern Santa Fe Railway
Customer's location by _____
Nearest city 4 miles northwest Casselton, ND Case No. _____
Public Convenience and Necessity _____)

APPLICATION
FOR
PERMANENT AUTHORITY

Otter Tail Power Company, a division of Otter Tail Corporation, for its Application to the Public Service Commission of North Dakota, respectfully alleges:

I.

The full name of applicant is Otter Tail Power Company, a division of Otter Tail Corporation, and the post office address of its principal office is Fergus Falls, Minnesota. Applicant is a public utility corporation, subject to the jurisdiction of, and regulation by, the Public Service Commission of North Dakota, under Title 49, NDCC, as amended. Applicant's Articles of Incorporation, as well as its Annual Report, are on file with the Commission, and are incorporated herein by reference, and the Commission is requested to take official notice of the same.

II.

This Application is made pursuant to the provisions of Chapter 49-03, NDCC, as amended, and the Rules of Practice and Procedure promulgated by the Commission.

III.

Applicant has been requested by Burlington Northern Santa Fe Railway of Minneapolis, MN (hereinafter referred to as the Customer), to provide electric service to them at a point located in NW ¼, NW ¼, Sec 33, Twp 140, R 52 of Cass County, North Dakota, as shown on the attached map, marked Exhibit "A" and made a part hereof by reference. The address of the customer is 80 44th Ave NE Minneapolis, MN 55421. The customer will need electric service on 1st day of August, 2008 Service at signal lights.

IV.

The service required by the Customer at said location is single phase service, and the length of the extension will be approximately 250 feet, as shown by Exhibit "A". The location of the proposed service is within the economic service area of Applicant, and service will be extended under the provisions of the rules and regulations applicable thereto. It is Applicant's public utility obligation to furnish the requested service, and the public convenience and necessity require, and will be subserved by, Applicant furnishing the requested electric service to this Customer at said location.

V.

Submitted with this Application, is an Appearance herein by the Customer, in which the Customer states to the commission that he desires electric service from Applicant as a public utility subject to the jurisdiction of, and regulation by, this Commission. In said Appearance, the Customer also waives Notice of Opportunity for Hearing and Notice of Hearing upon this Application, or a hearing thereon, and requests the Commission to issue an Order and Certificate of Public Convenience and Necessity authorizing this requested and needed service.

VI.

The extension will/will not cross any railway tracks. If so, name the railway company _____.

WHEREFORE, Applicant prays for the entry of an Order and Certificate of Public Convenience and Necessity authorizing Applicant to extend the requested and needed service to the Customer.

Otter Tail Power Company
By: Neil Payne
Its Operations Manager

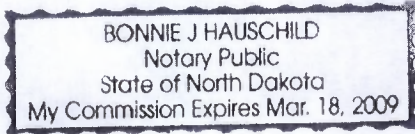
STATE OF ND)
) SS
COUNTY OF Richland)

Geri Coyne, being duly sworn, on oath says that she is an Operations Manager of Otter Tail Power Company, and the person who executed the foregoing Application on behalf of Otter Tail Power Company, and is authorized to verify this Application on behalf of the Company; that (s)he has read the foregoing Application and knows the contents thereof, and the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to those matters, he believes them to be true.

Geri Coyne
Geri Coyne

Subscribed and sworn to before me this 29th day of August, 2008.

Bonnie J Hauschild



Notary Public, Richland County,
North Dakota. My commission expires
(Notarial Seal) 3-18-09

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this Aug 21-08 day of August, 2008.

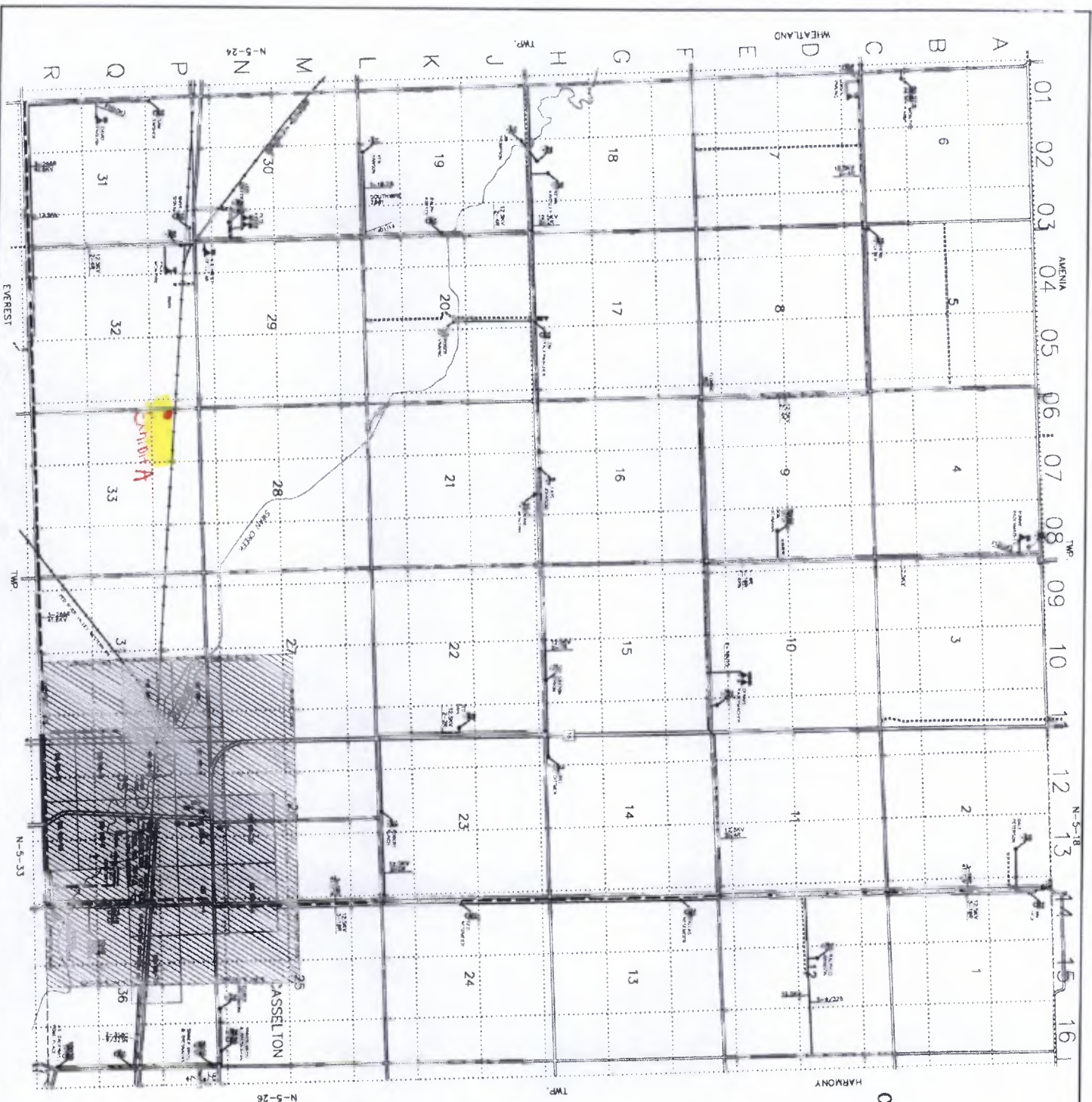
Robert Paul Olson
Burlington Northern Santa Fe Railway

CASSELTON TOWNSHIP

T-140-N : R-52-W
CASS COUNTY, NORTH DAKOTA

Scale: 1" = 2000'
BT : S. GUNDERSON
3-1-2001

Reference USGS 7.5 minute series
quadrangle maps
Wheatland, ND 1967
Casselton, ND 1961



LEGEND

1	OWNER	1	WATER
2	SECTION	2	RAILROAD
3	SECTION	3	RAILROAD
4	SECTION	4	RAILROAD
5	SECTION	5	RAILROAD
6	SECTION	6	RAILROAD
7	SECTION	7	RAILROAD
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34	SECTION	34	RAILROAD
35	SECTION	35	RAILROAD
36	SECTION	36	RAILROAD

REV. 2/07/08
BY: LBP
N-5-25
CASS COUNTY

