

315 Second Street Southeast
PO Box 2220
Jamestown, North Dakota 58402-2220
701 252-0540
800 257-4044
www.otpc.com

RECEIVED

AUG 24 2010

PUBLIC SERVICE COMMISSION

August 19, 2010



Darrell Nitschke, Secretary
North Dakota Public Service Commission
State Capitol – 12th Floor
Bismarck ND 58505-0480

Dear Mr.Nitschke:

Enclosed is an application in duplicate for a Certificate of Public Convenience and Necessity for Plains, Grain and Agronomy LLC..

Please address all correspondence regarding this application to Mr. Bruce Gerhardson, Associate General Counsel, Fergus Falls with a copy to me.

Yours very truly,

A handwritten signature in red ink that reads "Charles Krebs". The signature is fluid and cursive, with the first name "Charles" being more prominent than the last name "Krebs".

Charles Krebs
Operations Manager
Otter Tail Power Company
PO Box 2220
Jamestown ND 58402 2220

Enclosure



Public Service Commission

State of North Dakota

COMMISSIONERS

Kevin Cramer
Tony Clark
Brian P. Kalk

Executive Secretary
Darrell Nitschke

August 12, 2010

600 E. Boulevard Ave. Dept 408
Bismarck, North Dakota 58505-0480
Web: www.nd.gov/psc
E-mail: ndpsc@nd.gov
Phone 701-328-2400
Toll Free 1-877-245-6685
Fax 701-328-2410
TDD 800-366-6888 or 711

Colleen Lebahn
Otter Tail Power Company
315 Second Street Southeast
PO Box 2220
Jamestown, ND 58402-2220

Dear Ms. Lebahn:

We received your request to extend electric service to Plains, Grain and Agronomy LLC at a business site located in Section NW 2, Township 136N, Range 55W, Ransom County, North Dakota. Temporary authority was granted by Commissioner Brian P. Kalk on August 12, 2010. Extensions must be made from the most economical point of service.

Please submit your formal application for permanent authority as soon as possible so we may work on finalizing this request. Thank you.

Sincerely,

Patrick Fahn, Director
Compliance & Competitive Markets

Enclosure

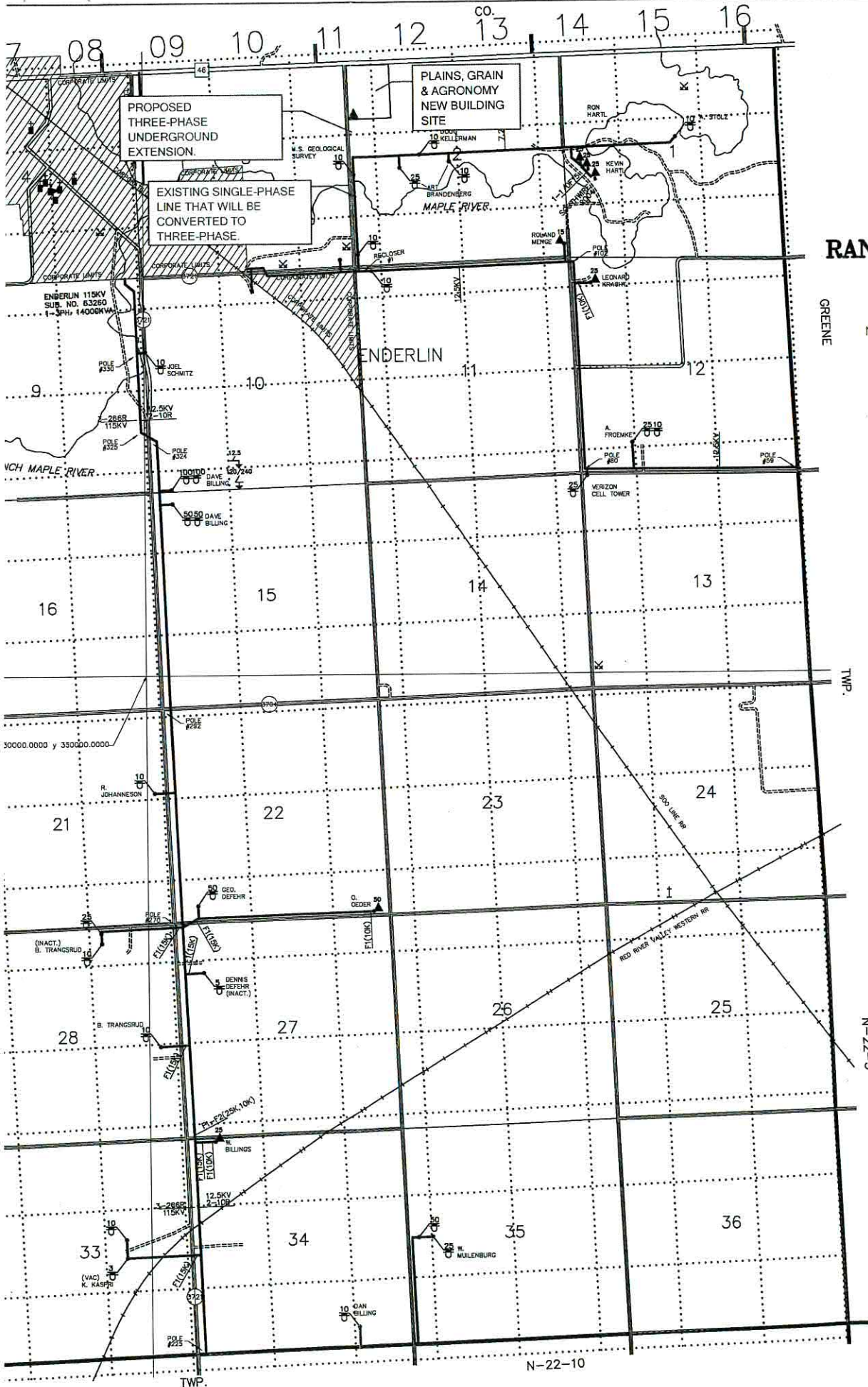
LIBERTY TOWNSHIP

T-136-N : R-5
RANSOM COUNTY, NORTH DAKOTA

Scale: 1" = 2000' 1-10
 BY : S. GUNDERSON

North Dakota coordinate system, south
 (Lambert conformal conic)

Reference USGS 7.5 minute square maps:
 Lucca, ND 1965
 Enderlin North, ND 1961
 Buttzville, ND 1961
 Enderlin South, ND 1960



LEGEND

⊥	CEMETERY	⌂	SCHOOL
⊥	CHURCH	⌂	TOWNHALL
⊥	GRAVEL PIT	✈	AIRPORT
—+—+—	RAILROAD	— — —	SECTION LINES
—+—+—	TOWNSHIP LINES	—+—+—	COUNTY LINES
—+—+—	STATE LINES	—+—+—	CORPORATE LIMITS

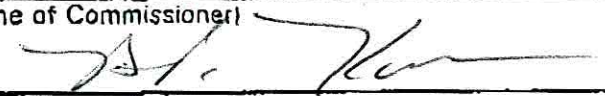
REV: 11/03/09
 BY: TMS

OTTE
N-2
RANS



U. 2010 2:20 PM
TEMPORARY AUTHORITY PERMIT
NORTH DAKOTA PUBLIC SERVICE COMMISSION
PUBLIC UTILITIES
 SFN 50560 (8-96)

No. 1553 P. 2

Date 08-01-10	Time 8:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	Name of Utility Otter Tail Power Company	Telephone Number 800-257-4044
Name of Person Calling Charles Krebs Operations manager XXXXXXXXXXXXXXXXXXXXXXXXXXXX		Name of Coop Serving Cass County REC	
Name of Customer Plains, Grain and Agronomy LLC		Location Sec NW-2 Twp 136 N R 55 W	
Address PO BOX 6		County Ransom	
City Enderlin		State ND	Zip Code 58027-0006
Name of Nearest City Enderlin		Distance to the City 1 mile	
When will service be extended? August 2010		Type of Service <input type="checkbox"/> Residence <input type="checkbox"/> Storage <input type="checkbox"/> Grain Bin <input checked="" type="checkbox"/> Other Commercial	
Extension Length to Most Economical Point of service Utility: 1/2 mile Coop: 1 mile		Extension <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground	
Has customer signed request for service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Will cooperative protest application? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Person Contacted (PSC Use)		Date of Contact (PSC Use)	Time (PSC Use) <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Estimated Cost of Extension \$42,000		Estimated Revenue @36,000	
Under what rate filed with the Public Service Commission will customer be served? 50-401 General Service			
Will extension cross over coop lines? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will extension cross over rail-road tracks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Temporary Authority Authorized By <input type="checkbox"/> Telephone <input type="checkbox"/> Letter		Date Authorized	
Authorized By (Name of Commissioner)  12 Aug 2010			

Extension must be made from most economical point of service.

Comments:

We have 1/2 mile single phase line that will be converted to three phase and then we will extend 1/4 to 1/2 mile more of three phase

STATE OF NORTH DAKOTA

CASE NO. _____

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

Plains Grain & Agronomy LLC

at the Location Stated Herein.

Section NW -2 Township 136 N Range 55 W
Ransom County Enderlin North Dakota

APPEARANCE BY CUSTOMER

Plains Grain & Agronomy LLC

(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 Power Company 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:

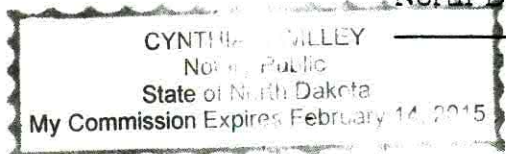
Keith W Brandt

Keith W Brandt
(Customer)

Cynthia A Willey

Notary Public, *Stutsman* County
North Dakota, My Commission Expires *2-17-15*

(NOTARIAL SEAL)



Public Service Commission
State of North Dakota

Otter Tail Corporation)
Fergus Falls, Minnesota)
Customer's Name Plains Grain & Agronomy LLC
Customer's location by)
nearest city Enderlin)
Public Convenience and Necessity)

Application For
Permanent Authority

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

I.

The full name of the Applicant is 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, a 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 Plains Grain and Agronomy LLC (hereinafter referred to as the Customer), to provide electric service to him at a point located in Enderlin in Section North West Section 2 Township One Hundred thirty six N, Range Fifty five West Ransom 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 PO BOX 6 Enderlin ND 58027. The customer will need electric service on the _____ day of August, 20 10. Service at: Enderlin North Dakota

IV.

The service required by the Customer at said location is Three phase service and the length of the extension will be approximately 4200 feet, as shown by Exhibit _____. 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 Corporation
By Charles V Krebs
Charles V Krebs
Its Operations Manager

State of North Dakota)

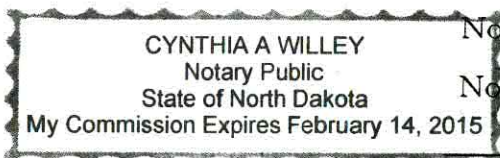
) SS

County of Ransom)

Charles V Krebs, being duly sworn, on o:
says that he is a Operations Manager of Otter Tail Corporation, an
the person who executed the foregoing Application on behalf of Otter Tail Corporation, and is authoriz
to verify this Application on behalf of the Company; that he has read the foregoing Application and know
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.

Subscribed and sworn to before me this 18th day of August, 2010

Cynthia A Willey
Notary Public, Statsman County



North Dakota. My commission expires 2-14-15 (Notarial Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted th
_____ day of _____, 20_____.

Keith W Brandt
Keith W Brandt (Customer)

Electric Service Agreement

Work Order No. _____

M.R. No. _____

Rate No. _____

(Overhead) Service Extension
 (Underground)

THIS AGREEMENT, by and between Plains Grain & Agronomy, LLC
of Enderlin, ND 58027 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 277/480 volts, slight variations in frequency and voltage to be allowed, 3 phase, delivered at the Customer's Business located on NW 1/4 - 2 - 136 - 55 County of Ransom, 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 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 0. 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 Otter Tail 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.

_____, 2010
Date

June 8, 2010
Date

Plains Grain & Agronomy, LLC
Keith W Brandt
Customer

OTTER TAIL CORPORATION

By: Keith W Brandt