

DeSaye, Cara G.

From: DeSaye, Cara G.
Sent: Wednesday, August 18, 2010 2:49 PM
To: 'jayj@dakotavalley.com'
Subject: Application for Permanent Authority
Attachments: 3981_001.pdf

Please find attached an application from Otter Tail Power Company for permanent authority to extend electric services to Terry Mertz in Wells County, North Dakota.

The Commission will be issuing a Notice of Opportunity for Comment in the near future.

In the interim, please review this request as soon as possible and let me know whether the Cooperative will protest the application.

Thank you for your attention in this matter.

Cara DeSaye
ND Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
701-328-4076
cdesaye@nd.gov

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
Hurdsfield, ND New Grain Bin Site - Terry Mertz
at the Location Stated Herein.

APPEARANCE BY CUSTOMER

Terry Mertz

(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.

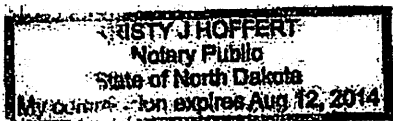
The Customer further states the need of and has demanded immediate service at said location for the reasons that are set forth in the Application herein. The Customer waives Notice of Opportunity for Hearing and Notice of Hearing upon said Application, or a hearing thereon, and requests the Commission 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: _____



Terry Mertz
Customer

Notary Public, Pierce County

North Dakota. My commission expires 8/12/14

Kristy Hoffert (NOTARIAL SEAL)

Public Service Commission
State of North Dakota

Otter Tail Corporation)
Fergus Falls, Minnesota)
Customer's Name _____)
Customer's location by)
nearest city _____)
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, 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 Terry Mertz
(hereinafter referred to as the Customer), to provide electric service to him at a point located in
NW 1/4 of NW 1/4 _____ in Section 25
Township 146 N, Range 73 W
Well 16 _____ 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 188 28th Ave NE Hurdsfield ND 58845
the customer will need electric service on the 15th day of September, 2010
Service at: 1:00 P.M.

IV.

The service required by the Customer at said location is Three phase service,
and the length of the extension will be approximately 500 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
subscribed 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 ~~of North Dakota~~ Otter Tail Power Company

By: [Signature]

Its: [Signature]

State of _____)

) SS

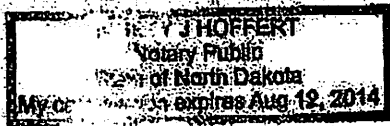
County of _____)

_____, being duly sworn, on oath says that he is a _____ of Otter Tail Corporation, and the person who executed the foregoing Application on behalf of Otter Tail Corporation, and is authorized to verify this Application on behalf of the Company; that 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.

Subscribed and sworn to before me this 10th day of August, 2010

Notary Public, Pierce County,

North Dakota. My commission expires _____



[Signature] (Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 10th day of August, 2010

[Signature]
(Customer)

ELECTRIC SERVICE AGREEMENT

Work Order No.

MR No.

Rate No. _____

x Overhead
Underground

THIS AGREEMENT, by and between Terry Hartz, herein called the "Customer," and OTTER TAIL POWER COMPANY, a division of OTTER TAIL CORPORATION, duly established and existing under the laws of the state of Minnesota, having its principal office at 215 S. Cascade St, Fergus Falls, MN 56537, herein called "Otter Tail," WITNESSETH:

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

1. All electric power is to be delivered and received pursuant to the provisions of this agreement and shall be approximately 240/120 volts, slight variations in frequency and voltage to be allowed, 3 phase, be delivered at the Customer's located on NW 1/4 of NW 1/4 of Section 29, T146 N; R73 W County of Hells State of North Dakota.
 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 bolls 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 or 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 \$2500.00. 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, payment, 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. Otter Tail shall have the right to suspend temporarily the delivery of electric power 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.

6/10/10, 2010

6/10/10, 2010

By: Terry Hartz

By: [Signature]
OTTER TAIL CORPORATION, d/b/a Otter Tail Power Company

EXHIBIT "A"

BULL MOOSE TOWNSHIP
 T. 146-N : R. 73-W
 WELLS COUNTY, ND

LEGEND

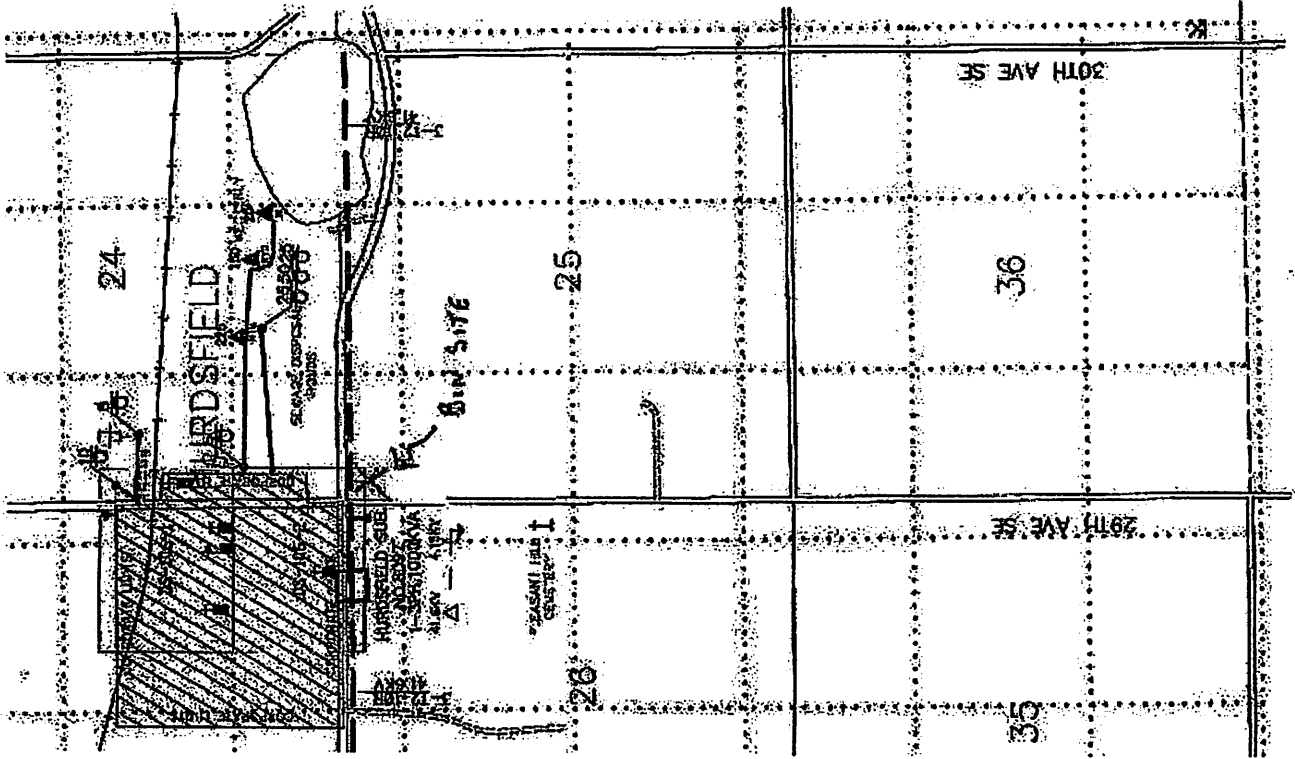
CEMETERY	SCHOOL	INTERSTATE TRUNK HIGHWAY
CHURCH	LOCAL ALL	STATE TRUNK HIGHWAY
CONCRETE ST	AIRPORT	COUNTY ROAD
RAILROAD	SEWER LINES	STATE AID HIGHWAY
WATER LINES	COUNTY LINES	COUNTY ROAD
STATE AID	STATE AID	UNPAVED ROADS
UNPAVED ROADS	UNPAVED ROADS	UNPAVED ROADS



N-34-25
 WELLS COUNTY

REV: 3/24/09
 BY: LJP

N-34-26



N-34-31