

# ELECTRIC SERVICE AGREEMENT

Overhead  
 Underground

Work Order No. **122413**  
Electric Rate Schedule No. **9.03**  
Rate Code No. **50-361**

THIS AGREEMENT is made by and between **Keith Drake of 7660 34th St SE, Sheyenne, ND 58374** (the "Customer") and Otter Tail Power Company (the "Company"), a Minnesota corporation.

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

1. The Customer agrees to purchase and receive from the Company electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its tariff with the North Dakota Public Service Commission. These Terms shall include but not be limited to Customer's payment for electrical energy in accordance with the Company's rate schedule as filed with and approved by the North Dakota Public Service Commission, or such superseding rate(s) as may be filed in the future.
2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. The Customer shall receive service at **NW 1/4 of SECTION 9, TOWNSHIP 150-N, RANGE 66-W** County of **Eddy**, State of **ND**.
3. The Company shall supply to the Customer **three** phase electric service, at **120/240** nominal volts, having a specific demand classification of **N/A** or an estimated demand of **N/A**, and having an estimated load factor of **N/A%** (if any of the aforementioned is not applicable, so indicate). If applicable, the Company shall charge for and Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the Rules and Regulations. The total cost of Special Facilities identified is **\$N/A**.
4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of the agreement.
5. Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of **three (3)** years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination.
7. If applicable, in order to provide an adequate and proper net return on the additional investment to be made by the Company in providing service to Customer, it is agreed that the Customer will make minimum payments of **\$291.67** (A customer that is not billed on a calendar year basis, shall make minimum payments for the months of June, July, August and September) per month for electric service received by the Customer at the service location, for a minimum period of thirty six (36) months. If the Customer elects to discontinue service prior to the end of the

thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$21,000.00. The Customer agrees to make an advance payment in the amount of \$10,500.00 prior to installation of service. This advance payment shall be retained by the Company and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, the Company shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to the Company the unpaid balance of the Minimum Total Payment.

8. 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 execute this Agreement effective as of 12, 2012

*Keith Probe*  
Customer

OTTER TAIL POWER COMPANY  
By: *Charles V. Guba*  
*Operations Manager*

Before the Public Service Commission  
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

Keith Drake

at the Location Stated Herein

APPEARANCE BY CUSTOMER

Keith Drake, (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 electric service at the point located as stated in the Application in this matter.

The Customer further states the need of and has demanded 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 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 Order and Certificate as the Commission may determine, said 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:

Roger Semmens  
\_\_\_\_\_

Keith Drake

\_\_\_\_\_  
Keith Drake  
(Customer)

Lorraine Eрман  
Notary Public, Eddy County

North Dakota. My commission expires \_\_\_\_\_

LORRAINE ERMAN  
Notary Public, State of North Dakota  
My Commission Expires May 15, 2013

(NOTARIAL SEAL)

**Public Service Commission  
State of North Dakota**

Otter Tail Power Company )  
Fergus Falls, Minnesota )  
Customer's Name Keith Drake )  
Customer's location by )  
Nearest city Sheyenne, ND )  
Public Convenience and Necessity )

**Application For  
Permanent Authority**

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

**I.**

The full name of the applicant is Otter Tail Power Company, 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, having been filed in Case No. PU-08-292, 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 Keith Drake  
(hereinafter referred to as the Customer), to provide electric service to it at a point located in  
NW 1/4 \_\_\_\_\_ In Section 9, Township 150-N, Range 66-W,  
Gates \_\_\_\_\_ Township, Eddy County, North Dakota, as shown on the attached  
map, marked Exhibit "A" and made a part hereof by reference. The mailing address of the customer is \_  
7660 34th St NE, Sheyenne, ND 58374-9645. The customer will need electric service on the 1st  
day of November \_\_\_\_\_, 2011.  
Service at: Sheyenne, ND

**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 rates, rules and regulations applicable to Applicant as approved by the Commission. 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 it 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, 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.

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.

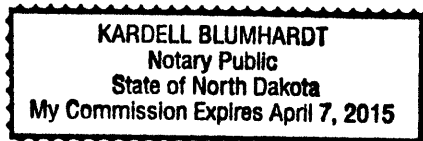
Otter Tail Power Company  
By Charles V. Krebs  
Its Operations Manager

State of North Dakota )  
 ) SS

County of Stutsman )

Charles V. Krebs, being duly sworn, on oath says that he is a 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 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 4th day of October, 2011.

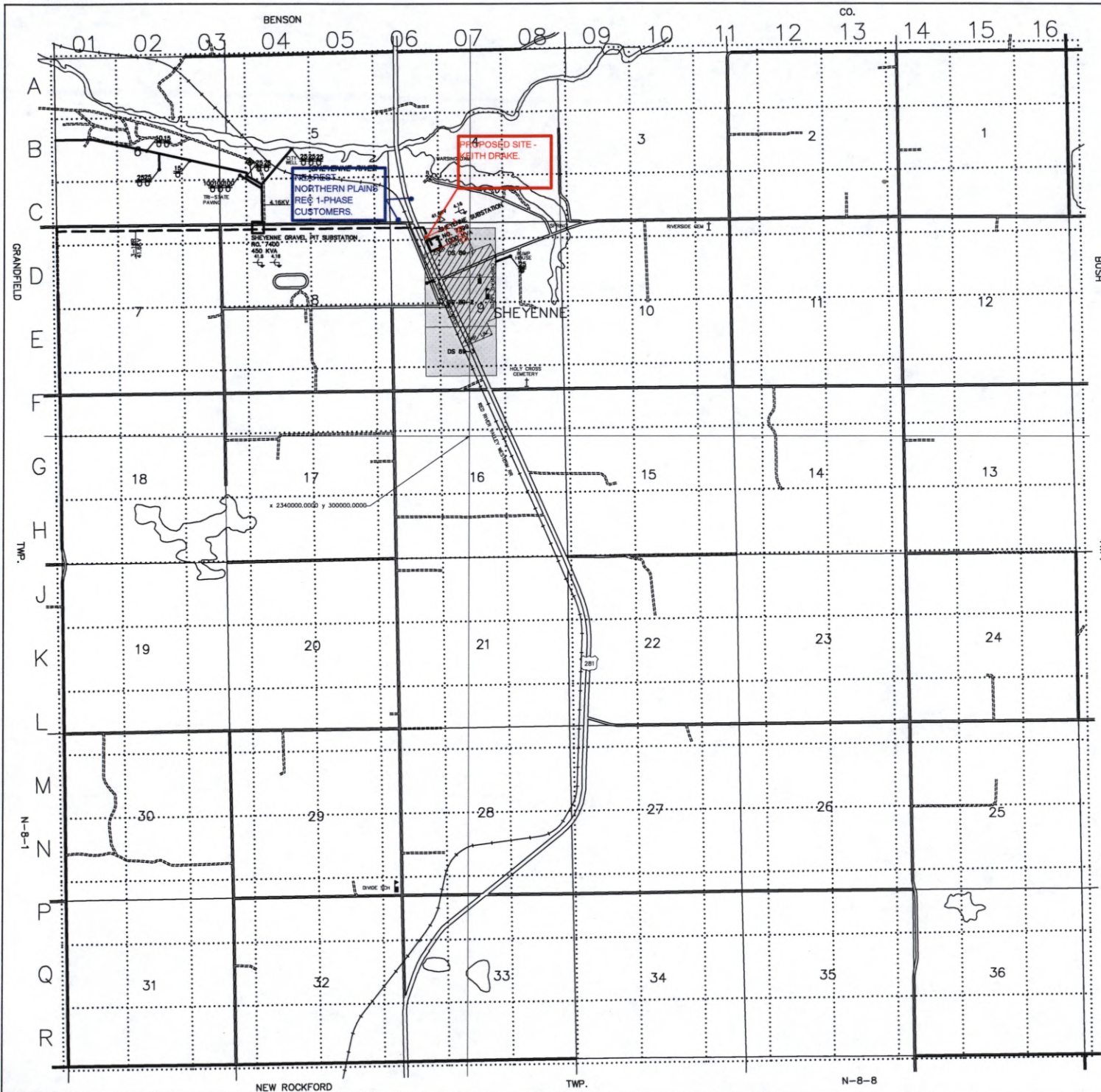


Kardeell Blumhardt  
Notary Public, Stutsman County,  
North Dakota. My commission expires  
4/7/2015 (Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 1 day of November, 2011.

Kent Drake  
(Customer)



# GATES TOWNSHIP

**T-150-N : R-66-W**  
**EDDY COUNTY, NORTH DAKOTA**

Scale: 1" = 2000'      9-28-2000  
BY : L. PETERSEN

North Dakota coordinate system, north zone  
(Lambert conformal conic)

Reference USGS 7.5 minute series  
quadrangle maps:  
Oberon SW, ND 1986  
Sheyenne, ND 1986

### LEGEND

† CEMETERY	▣ SCHOOL	INTERSTATE TRUNK HIGHWAY
⊕ CHURCH	▣ TOWNHALL	U.S. TRUNK HIGHWAY
⊗ GRAVEL PIT	✈ AIRPORT	STATE TRUNK HIGHWAY
— RAILROAD	— SECTION LINES	COUNTY STATE AD HIGHWAY
— TOWNSHIP LINES	— COUNTY LINES	COUNTY ROAD
— STATE LINES	— CORPORATE LIMITS	PUBLIC / PRIVATE ROADS
		UNIMPROVED ROADS

**OTTER TAIL**  
Power Company  
**N-8-2**  
EDDY COUNTY

REV: 8/21/08  
BY: L.P.



**TEMPORARY AUTHORITY PERMIT**  
 NORTH DAKOTA PUBLIC SERVICE COMMISSION  
 PUBLIC UTILITIES  
 SFN 50560 (6-96)

*Car*

Date <b>JUNE 29, 2011</b>	Time <b>8:00</b>	<input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Name of Utility <b>OTTER TAIL POWER COMPANY</b>	Telephone Number <b>800-257-4044</b>
Name of Person Calling <b>CHARLES KREBS, OPERATIONS MANAGER</b>			Name of Coop Serving <b>NORTHERN PLAINS ELECTRIC COOPERATIVE</b>	
Name of Customer <b>KEITH DRAKE</b>		Location Sec <b>NW 1/4-9</b> Twp <b>150-N</b> R <b>66-W</b>		
Address <b>7660 34TH ST NE</b>			County <b>EDDY</b>	
City <b>SHEYENNE</b>		State <b>ND</b>	Zip Code <b>58374-9645</b>	
Name of Nearest City <b>SHEYENNE</b>			Distance to the City <b>500 FT</b>	
When will service be extended? <b>AUGUST 2011</b>		Type of Service <input type="checkbox"/> Residence <input type="checkbox"/> Storage <input type="checkbox"/> Grain Bin <input checked="" type="checkbox"/> Other <b>FARM</b>		
Extension Length to Most Economical Point of Service Utility: <b>500 FT</b> Coop: <b>1/2 MILE</b>		Extension <input type="checkbox"/> Overhead <input checked="" 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 checked="" 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 <b>\$21,000</b>		Estimated Revenue <b>\$4,000 PER YEAR</b>		
Under what rate filed with the Public Service Commission will customer be served? <b>ND SECTION 9.03, RATE CODE 50-361</b>				
Will extension cross over coop lines? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will extension cross over railroad tracks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Temporary Authority Authorized By <input type="checkbox"/> Telephone <input checked="" type="checkbox"/> Letter		Date Authorized <b>7/5/11</b>		
Authorized By (Name of Commissioner) 				

Extension must be made from most economical point of service.

**Comments:**  
 THE NORTHERLY CITY LIMITS OF SHEYENNE ARE APPROXIMATELY 500 FT FROM THIS NEW FARM SITE. THREE-PHASE SERVICE IS REQUESTED. OTTER TAIL POWER COMPANY HAS THREE-PHASE 500 FT FROM THE PROPOSED SERVICE.  
  
 AGREEMENT REACHED WITH JAY JACOBSON (ALLIANCE MANAGER-NORTHERN PLAINS ELECTRIC COOPERATIVE), TO HAVE OTTER TAIL POWER COMPANY SERVE THIS CUSTOMER.