

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpc.com (web site)

November 1, 2011



Mr. Darrell Nitschke
Executive Secretary and Director of Administration
North Dakota Public Service Commission
State Capitol
600 East Boulevard, Dept. 408
Bismarck, ND 58505-0480

**Re: Nodak Electric Cooperative, Inc. vs. Otter Tail Power Company
Case No. PU-11-654**

Dear Mr. Nitschke:

Enclosed for filing in the above-referenced matter is Otter Tail Power Company's Notice of Motion, Motion to Dismiss Nodak Electric Cooperative, Inc.'s Complaint, and Brief in Support of the Motion.

If there are any questions regarding this Motion to Dismiss, please contact me at 218-739-8475 or at bgerhardson@otpc.com.

Very truly yours,

/s/ Bruce Gerhardson

Bruce Gerhardson
Associate General Counsel
BGG/dm

Enclosures

c: Attached Service List
Allen C. Hoberg – Office of Administrative Hearings

Nodak Electric Cooperative, Inc.
vs. Otter Tail Power Company
Complaint
PSC Case No. PU-11-654

AGENCY	Address	Telephone Number
North Dakota Public Service Commission	600 E. Blvd. Ave. Dept. 408 Bismarck, ND 58505-0480	701-328-2400
Representation Illona A. Jeffcoat-Sacco General Counsel	Address Same as above	Telephone Number 701-328-2407
PARTY Nodak Electric Cooperative, Inc.	Address P.O. Box 13000 Grand Forks, ND 58208-3000	Telephone Number 701-746-4461
Representation Carol Larson, Attorneys for Nodak Electric Cooperative, Inc.	Address Pringle & Herigstad, P.C. P.O. Box 1000 Minot, ND 58702-1000	Telephone Number 701-852-0381
PARTY Otter Tail Power Company	Address 215 South Cascade St. Fergus Falls, MN 56538-0496	Telephone Number 218-739-8200
Representation Bruce Gerhardson Associate General Counsel for Otter Tail Power Company	Address P.O. Box 496 Fergus Falls, MN 56538-0496	Telephone Number 218-739-8475
PARTY Nodak Electric Cooperative, Inc.	Address 4000 32 nd Ave. South Grand Forks, ND 58201-5944	Telephone Number 701-746-4461
Representation Gerad Paul Attorney for Nodak Electric Cooperative, Inc. (Case No. PU-11-542)	Address Minnkota Power Cooperative, Inc. P.O. Box 13200 Grand Forks, ND 58208-3200	Telephone Number 701-795-4000

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Nodak Electric Cooperative, Inc.,)
)
Complainant,)
)
vs.)
)
Otter Tail Power Company,)
)
Respondent.)

**NOTICE OF
MOTION TO DISMISS**

Case No. PU – 11 - 654

PLEASE TAKE NOTICE that Respondent Otter Tail Power Company served and filed herewith a Motion to Dismiss. This motion is submitted for hearing and determination pursuant to N.D. Admin. Code 69-02-02-08 and Rule 12(b)(vi) N.D. Rules of Civil Procedure.

Dated this 1st day of November, 2011.

/s/ Bruce Gerhardson _____
Bruce Gerhardson
Associate General Counsel
Otter Tail Power Company
215 S Cascade St.
Fergus Falls, MN 56538-0496
Telephone: 218-739-8475

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Nodak Electric Cooperative, Inc.,)
)
Complainant,)
)
vs.)
)
Otter Tail Power Company,)
)
Respondent.)

MOTION TO DISMISS

Case No. PU – 11 - 654

Respondent Otter Tail Power Company moves the North Dakota Public Service Commission for an order dismissing Nodak Electric Cooperative’s Complaint because it has no regulatory authority over the contract entered into between the North Dakota State Water Commission and Otter Tail Power Company to provide electric service to East Devils Lake Outlet Pumping Station. This motion is made pursuant to N.D. Admin. Code 69-02-02-08 and Rule 12(b)(vi) of the North Dakota Rules of Civil Procedure. This motion is supported by the Notice of Motion, Brief in Support of Motion, served and filed with this motion, and on all other pleadings, orders, documents, papers, and materials filed in this case. Pursuant to N.D. Admin. Code 69-02-02-08, subp. 2, because a ruling upon the motion would involve or constitute a final determination of the proceeding, the motion may not be ruled on by a hearing officer.

Dated this 1st day of November, 2011.

/s/ Bruce Gerhardson
Bruce Gerhardson
Associate General Counsel
Otter Tail Power Company
215 S Cascade St.
Fergus Falls, MN 56538-0496
Telephone: 218-739-8475

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Nodak Electric Cooperative, Inc.,)	
)	
Complainant,)	BRIEF IN SUPPORT OF
)	MOTION TO DISMISS
vs.)	
)	
Otter Tail Power Company,)	
)	Case No. PU – 11 - 654
Respondent.)	

Otter Tail Power Company (“OTP”) submits the following Brief in Support of its Motion to Dismiss Nodak Electric Cooperative, Inc.’s (“Nodak”) Complaint.

INTRODUCTION AND FACTUAL BACKGROUND

The North Dakota State Water Commission (“Water Commission”) requested OTP provide electric service to its Devils Lake East End Pumping Station located in the NW ¼ of Section 8, Twp. 151 N, R. 62 W, Minco Township, in Benson County, North Dakota. The Water Commission requested electric service be provided to the pumping station by April 1, 2012.

A brief review of the procedural background of the underlying case involving these parties, PU-11-542, is necessary to provide the framework for understanding the origin of this action. Pursuant to the Water Commission’s request for electric service, OTP filed an Application for Order and Certificate of Public Convenience and Necessity to Extend Service to the East Devils Lake Outlet Pumping Station on August 2, 2011.

On September 15, 2011, the Water Commission sent a letter to OTP confirming its decision to contract with OTP to provide power to the project and requesting it withdraw its application with the Commission because the Water Commission can make the determination of which utility provides service to a State owned facility without the Commission’s approval. See

Exhibit A (Water Commission letter dated September 15, 2011). In light of the Water Commission's request, on September 16, 2011, OTP filed a Notice of Withdrawal of its Application with the Commission on the grounds that the Commission does not have jurisdiction over the extension of electric service by OTP to the Water Commission's project.

Following OTP's filing of its Notice to Withdraw its Application, Nodak filed a Response and Request for Hearing Relative to OTP's Request to Withdraw Application for PC&N Certificate on September 26, 2011. Nodak argued the Territorial Integrity Act ("TIA"), N.D.C.C. Ch. 49-03, gives the Commission jurisdiction and regulatory authority over the Water Commission's contract with OTP for electric service. On October 3, 2011, OTP filed a Reply to Nodak's Objection to Notice of Withdrawal asserting the City of Grafton precedent established the Commission has no power to interfere with the lawful contracts entered into by the State and its agencies for the purchase of commodities and the Commission has no authority to hold a hearing on the application or whether to permit the withdrawal once Otter Tail gave notice of its intent to withdraw the application under N.D.Admin.Code § 69-02-02-07(2). On October 7, 2011, Nodak filed a Reply Brief again arguing the TIA confers jurisdiction on the Commission to consider OTP's Application. On October 26, 2011, the Commission passed a Motion acknowledging the withdrawal of OTP's request in Case No. 542.

Perhaps realizing that OTP's withdrawal of its application under N.D.Admin.Code § 69-02-02-07(2) deprives the Commission of authority over the Application, Nodak commenced this second case with the Commission by filing a Complaint pursuant to N.D.C.C. § 49-03-05 on October 11, 2011. Nodak's Complaint in the present action sets forth the same arguments it made in the underlying case. OTP filed its Answer to Nodak's Complaint on October 14, 2011, asserting the Complaint fails to state a claim upon which relief can be granted because the

Commission does not have regulatory authority over the contract between the Water Commission and OTP to provide electric service to the East Devils Lake Outlet Pumping Station pursuant to the North Dakota Supreme Court's precedent in City of Grafton. OTP requests by this Motion that Nodak's Complaint be dismissed.

ISSUE

Whether the Public Service Commission has regulatory authority over the North Dakota State Water Commission's contract with Otter Tail Power Company for the purchase of electric service for the East Devils Lake Outlet Pumping Station.

LAW AND ARGUMENT

OTP moves the Public Service Commission for an order dismissing Nodak's Complaint because the Commission does not have regulatory authority to control the production, transmission and use of electric power by the sovereign State of North Dakota and its agencies, including the State Water Commission's contract with OTP to provide electric service to the East Devils Lake Outlet Pumping Station. OTP files the Motion to Dismiss pursuant to N.D. Admin. Code 69-02-02-08 and N.D. Rules of Civil Procedure 12(b)(vi).

A. Standard of Review.

OTP's Motion to Dismiss is brought pursuant to N.D.R.Civ.P. 12(b)(vi). "The purpose of a N.D.R.Civ.P. 12(b)(vi) motion is to test the legal sufficiency of the statement of the claim presented in the complaint." See Ziegelmann v. DaimlerChrysler Corp., 2002 ND 134, ¶ 5, 649 N.W.2d 556. A motion to dismiss a complaint under Rule 12(b)(vi) of the North Dakota Rules of Civil Procedure should be granted "if it is disclosed with certainty the impossibility of proving a claim for which relief can be granted." Id. A judgment dismissing a complaint for failure to state a claim should be found if the court cannot "discern a potential for proof to support it." Id.

B. The regulation of a valid contract for electric service entered into by the North Dakota State Water Commission is beyond the power and regulatory authority of the Public Service Commission.

The central issue in the dispute between OTP and Nodak is whether the Commission has regulatory authority over contracts entered into by the State of North Dakota and its agencies for the purchase of electric service. The North Dakota Supreme Court has explained that the power of the Commission is limited to those powers granted to it by the North Dakota Legislature. City of Grafton v. Ottertail Power Company, 86 N.W.2d 197, 202 (N.D. 1957). The Commission is prohibited from acting in any field in which the Legislature has not authorized it to enter. Id. The Court concluded one such area of limitation that the Legislature placed on the Commission's power is its authority to interfere with the State's right to control the production, transmission and use of electric power . The North Dakota Supreme Court addressed the issue of the Commission's authority to regulate contracts entered into between a State agency and an electric public utility in the City of Grafton case. 86 N.W.2d 197. In this case, the Grafton State School, through its Board of Administrators, contracted with OTP to supply electric power to the School. Id. at 199. The State School was a state institution pursuant to the North Dakota Constitution and its Board of Administration was considered an agency of the state. Id. at 201. The City filed a complaint with the Commission seeking to prevent OTP from supplying electric power to the School. Id. at 200. The Commission ordered OTP cease and desist from furnishing electric service to the State School. Id. The district court reversed the Commission's order and the case was appealed to the Supreme Court. Id.

The issue on appeal was whether the Commission had jurisdiction to regulate a contract for electrical service entered into between the State agency and a public utility. In deciding this issue, the Court first analyzed the source of the Commission's power and regulatory authority.

The North Dakota Supreme Court found the Commission is a constitutional body and only has such powers as have been conferred upon it by the Legislature. City of Grafton, 86 N.W.2d at 202. The Commission has no power to initiate public policy of its own. Id. The Commission is precluded from acting in any field which the Legislature has not authorized it to enter. Id.

In determining whether the Commission had jurisdiction over contracts entered into by the State, the Court analyzed the statute limiting the regulatory authority of the Commission, what is now N.D.C.C. § 49-02-01.1. Id. The Court concluded this statute is indicative of a policy on the part of the Legislature to, in a large measure, withhold from the Commission jurisdiction and authority over public utilities owned and operated by the State. Id. at 202. The Court recognized that the connection between the State School and OTP providing electric service was not a public utility, but rather a plant and line providing electric service exclusively for the use of the School. Id. However, the Court concluded that the statute indicates a policy on the part of the legislature to withhold from the Commission authority to control the production, transmission and use of electric power by the sovereign State of North Dakota and its political subdivisions. Id. at 202-03.

In the dispute between the School and the City, the Supreme Court determined that a State agency had been assigned the duty of operating the School and, as an incident to that management and operation, has control of the property of the State necessary for the operation of that institution. City of Grafton, 86 N.W.2d at 203. The Court found no provision of the law which vests in the Commission the power to interfere with the lawful conduct of the State, including the making and carrying out of contracts for the purchase of commodities reasonably necessary for the operation of the facilities under its control. Id. The Court stated that electric light and power is such a commodity. Id. Accordingly, the City of Grafton Court held that the

Commission's order directing OTP to cease and desist from supplying electric service to the State School was "beyond the power of the Commission" and the district court's judgment reversing the Commission's order was affirmed. Id. at 205.

The City of Grafton precedent is controlling in the present case. In the present case, the North Dakota State Water Commission contracted with OTP to provide electric service to the East Devils Lake Outlet Pumping Station. The Water Commission has been granted statutory power and authority to control the waters of the state for the benefit, welfare, and prosperity of all the people of North Dakota. N.D.C.C. § 61-02-01. The Water Commission has full and complete power, authority, and general jurisdiction to construct, maintain, control, operate and supervise all dams and projects to control water flow and flooding in the state. N.D.C.C. § 61-02-14. The Water Commission in the exercise of its powers and in the performance of all its duties is considered the State of North Dakota functioning in its sovereign and governmental capacity. N.D.C.C. § 61-02-09. One such power granted to the Water Commission is the power to contract and be contracted with. Id. Under these statutes the Water Commission has the power to contract with OTP for electric service for the East Devils Lake Outlet Pumping Station.

In addition, as part of the general provisions governing the laws of North Dakota, the Legislature enacted Chapter 1-06, Validation of Official Acts. Of particular importance is section 1-06-03 Validation of Acts of State Water Commission, which provides:

All acts and proceedings of the Water Commission done and performed by said Commission under and pursuant to the provisions of Ch. 61-02 are declared valid in all things.

This statute expressly provides that the Water Commission's acts conducted pursuant to the authority given to it by the Legislature are deemed valid. This is important in the present case because any interference with the Water Commission's contract with OTP would in essence be

declaring that contract invalid under its authority.

Nodak, similar to the City of Grafton, has filed a Complaint with the Commission seeking to have the Commission order OTP to cease and desist from undertaking any steps to provide electric service pursuant to the contract with the Water Commission. Pursuant to the holding of City of Grafton, the Commission has no authority to control the production, transmission and use of electric power by the sovereign State of North Dakota. 86 N.W.2d at 202-03. There is no provision of the law which vests in the Commission the power to interfere with the lawful conduct of the State, including the making and carrying out of contracts for the purchase of electric service reasonably necessary for the operation of the facilities under its control. Id. at 203. The regulation of contracts entered into by the State Water Commission is “beyond the power of the Commission”. See id. at 205; see also N.D.C.C. § 1-06-03. Because the Commission has no authority to regulate the contract between the Water Commission and OTP, Nodak’s Complaint seeking such a remedy should be dismissed.

C. No provision of the Territorial Integrity Act grants the Public Service Commission regulatory authority over contracts entered into by the North Dakota State Water Commission.

Nodak has erroneously argued that the enactment of the TIA, N.D.C.C. Ch. 49-03, in 1965 granted the Commission the power to regulate the contract between the Water Commission and OTP. Of particular importance in this debate is the standard the North Dakota Supreme Court set forth in interpreting any statute that attempts to restrict the powers of the state government. In addressing this issue, the Court set forth the following standard:

General words or language of a statute that tends to injuriously encroach upon the affairs of the government receive a strict interpretation favorable to the public, and, in the absence of express provision or necessary implication, the sovereign remains unaffected.

City of Grafton, 86 N.W.2d at 203 (citing Sutherland Statutory Construction § 6301, 3rd ed.).

Accordingly, any statute that attempts to interfere with the power and authority granted to a state agency will be strictly construed in favor of the agency and absent an express provision in the law, the power and authority of the state agency will be unaffected. Id.

A close review of the TIA reveals there is not a single provision which expressly grants power to the Commission to regulate contracts entered into by the State of North Dakota or its agencies for the purchase of electric service for use at its facilities. A strict interpretation of the TIA produces no statutory grant of power to the PSC to interfere with contracts entered into by the State or its agencies for the purchase of electric service.

Contrary to Nodak's argument that the TIA overturned the City of Grafton precedent and grants the Commission regulatory authority over state agencies, the North Dakota Supreme Court briefly addressed the City of Grafton case in a TIA dispute. In Application of Otter Tail Power Co., 354 N.W.2d 701, 705 (N.D. 1984), the Supreme Court cited the City of Grafton decision recognizing it "involved the making of a contract by a state agency to purchase electrical energy." The Court in that case stated that "the PSC does not have jurisdiction" over such contracts by a state agency. Id. The Otter Tail ruling establishes that the enactment of the TIA did not overturn the City of Grafton precedent.

Nodak has failed to cite any case or legal authority which has expressly overturned the City of Grafton decision. Not a single case cited by Nodak in its previous filings with the Commission addresses the issue of the Commission's authority to regulate the State of North Dakota's contracts for the purchase of electric service necessary for the operation of its facilities. Nodak's reliance on cases following the enactment of the TIA that do not address the issue of the Commission's authority to regulate contracts of the State of North Dakota are irrelevant to

the issues in this case.

Nodak's attempted reliance upon the opinion in Capital Electric Coop., Inc. v. Public Service Commission, 534 N.W.2d 587 (N.D. 1995), to support its argument that the Commission has jurisdiction over state agency contracts is misplaced. The Capital Electric case is distinguishable from the present action for a number of reasons. In that case, the North Dakota Department of Transportation never expressly asserted its authority to make a determination of its electrical service supplier nor entered into any contract with MDU for electric service. Id. at 588. In fact, the Department of Transportation had no preference of who supplied electric service. Id. In the present case, the State Water Commission has asserted such authority. In Capital Electric, the district court determined the Commission had no jurisdiction in the case because there was never a customer request for service by an electric public utility. Id. at 589. On appeal, neither party raised the issue of whether the Commission has the power to regulate the contract of a state agency for the purchase electric power for its facilities. Id. In affirming that the Commission had no jurisdiction over this dispute, the Supreme Court never addressed the issue of whether the Commission has the power to regulate the contract of a state agency. The Capital Electric case does not alter the City of Grafton ruling.

In this case, the State Water Commission has asserted its authority to contract for electric service and made its determination that OTP should provide electric service to its facility. No provision of the TIA grants the Commission regulatory authority over the State Water Commission. Because the Commission lacks the authority to regulate the contracts of the Water Commission, OTP's Motion to Dismiss Nodak's Complaint should be granted. See Ziegelmann, 2002 ND 134 at ¶ 5.

D. The 2005 amendment to N.D.C.C. § 49-02-01.1 does not overturn the City of Grafton precedent nor grant the Public Service Commission regulatory authority over the State Water Commission.

During the recent Commission work session, a reference was made to the last sentence of N.D.C.C. § 49-02-01.1 and it was asserted that this sentence may be determinative of the issue of the Commission's jurisdiction over the contract for electric service between the State Water Commission and OTP. Contrary to this assertion, there is nothing in the 2005 amendment that can be read to expand the Commission's power to include regulatory authority over contracts entered into by the State Water Commission.

In 2005, a bill creating a new section of the TIA governing electric service area agreements was enacted. See N.D.C.C. § 49-03-06. This statute was enacted to permit electric utilities and cooperatives to enter into agreements for service locations in order to promote cooperation and discourage costly disputes. Id. This statute required the Commission's approval of any service agreement entered into under this section. Id. Included in the bill was an amendment to § 49-02-01.1, which added the following underscored language: "Nothing in this section limits the authority of the commission granted under **chapter 49-03** . . .".

In the work session it was asserted that the 2005 amendment may be indicative of the Legislature's intent to expand the Commission's authority over contracts for electric service entered into by the State and its agencies. However, the 2005 amendment states that "nothing in this section limits the authority of the commission granted under chapter 49-03". Strictly interpreting this amendment establishes that it is part of a clause preventing restriction on the Commission's existing authority. This amendment does nothing to **expand** the Commission's authority. As explained in the previous section of this Brief, the 1965 enactment of the TIA did not expressly provide the Commission regulatory authority over contracts entered into by the

State or its agencies. The express language of the 2005 amendment to § 49-02-01.1 forty years later does nothing to expand or somehow grant the Commission some new regulatory authority under the TIA over State contracts for the purchase of electric service.

The Legislature enacted the 2005 amendment to N.D.C.C. § 49-02-01.1 as part of a bill governing service agreements between public utilities and cooperatives, which is completely unrelated to contracts entered into by the State of North Dakota. The 2005 service agreement statute, § 49-03-06, expressly grants the PSC with the power to regulate the service agreements between the public utilities and cooperatives, but is silent as to extending any regulatory authority over contracts with the State. In addition, the legislative history of the 2005 amendment to § 49-02-01.1 does not imply an intention on the part of the Legislature to expand the Commission's regulatory authority in TIA cases to include State contracts.

It will likely also be argued that the 2005 amendment to N.D.C.C. § 49-02-01.1 overruled the City of Grafton opinion. The City of Grafton holding was that there is no provision of law which grants the Commission the power to interfere with the lawful conduct of the State of North Dakota and its agencies, including the making and carrying out of contracts for electric service. 86 N.W.2d at 203. In concluding that the Commission did not have authority to regulate a contract for electric service between the State School and OTP, the City of Grafton Court analyzed the predecessor to § 49-02-01.1. Id. at 202. However, it is critical to look at the exact language used by the Court when discussing this statute. The Court said this statute "has some bearing as indicating a policy on the part of the Legislature to withhold from the Public Service Commission authority to control the production, transmission, and use of electric power by the sovereign state of North Dakota and its political subdivisions." It is clear that the Court did not rely exclusively on the language in § 49-02-01.1 as the sole restriction on the

Commission's regulatory authority. Rather this statute just reiterated the "policy" on the part of the Legislature to restrict the Commission from interfering with the State's contracts. The Legislature was silent on the issue for over forty years and there is nothing in the 2005 amendment to indicate an intention on the part of the Legislature to overrule the City of Grafton precedent.

The basis of the City of Grafton opinion did not rest exclusively on the language of § 49-02-01.1. This statute was just further proof of the general policy that the Commission has never been given the power to interfere with the contracts of the state of North Dakota. The Legislature policy of withholding from the Commission the authority to control the production, transmission, and use of electric power by the sovereign state of North Dakota and its political subdivisions is also evidenced in other opinions. The City of Grafton Court relied upon the Chrysler Light & Power Co. v. City of Belfield case and its progeny in support of this "policy" that the Commission has no regulatory authority over political subdivisions. 86 N.W.2d at 203. In addition to the City of Grafton opinion, the following cases reflect the North Dakota Supreme Court's interpretation of the Legislature's policy that the Commission does not have regulatory authority over utility services provided by a public utility to political subdivisions of the State of North Dakota: Western Electric Co. v. City of Jamestown, 47 N.D. 157, 181 N.W. 363 (1921); Chrysler Light & Power Co. v. City of Belfield, 58 N.D. 33, 224 N.W. 871 (1929); Public Service Commission v. City of Williston, 160 N.W.2d 534 (N.D. 1968); and Application of Otter Tail Power Co., 354 N.W.2d 701 (N.D. 1984).

There is no express provision in the TIA that grants the Commission regulatory authority over valid contracts entered into by the State of North Dakota and its agencies for the purchase of electric service. For these reasons, the 2005 amendment to N.D.C.C. § 49-02-01.1 can not be

read as expanding the Commission's power and granting it regulatory authority over the State Water Commission.

CONCLUSION

The North Dakota State Water Commission has statutory authority to enter into contracts for the purchase of commodities reasonably necessary for the operation of facilities necessary for managing the State's water supply. In complying with that authority, the Water Commission has contracted with Otter Tail Power Company to provide electric service to East Devils Lake Outlet Pumping Station. Under North Dakota law, the acts of the State Water Commission are deemed valid. Pursuant to the Supreme Court precedent in City of Grafton v. Ottetail Power Company, 86 N.W.2d 197, indicating a policy on the part of the legislature to withhold from the Public Service Commission the authority to control the production, transmission and use of electric power by the sovereign State of North Dakota and its agencies, including the State Water Commission, the Public Service Commission has no regulatory authority over the contract entered into between the North Dakota State Water Commission and Otter Tail Power Company. Accordingly, Nodak Electric Cooperative, Inc.'s Complaint requesting the Public Service Commission exert regulatory authority over the contract should be dismissed.

Dated: November 1, 2011

/s/ Bruce Gerhardson

Bruce Gerhardson
Associate General Counsel
Otter Tail Power Company
215 S Cascade St.
Fergus Falls, MN 56538-0496
Telephone: 218-739-8475