

226 South Main  
PO Box 289  
Rugby, North Dakota 58368-0289  
701 776-5223  
800 257-4044  
www.otpco.com

July 27, 2012

Illona Jeffcoat-Sacco  
Executive Secretary  
ND Public Service Commission  
State Capitol  
Bismarck, ND 58505

**RECEIVED**

AUG 01 2012

**PUBLIC SERVICE COMMISSION**



Dear Illona:

Attached to this e-mail is an application for Order and Certificate to Extend Service to Jeff Ebel's new drain tile pumps located near Fessenden, ND, in the SW 1/4 of Section 19, Township 149-N, Range 69-W of Wells County. It is our understanding Northern Plains Electric Cooperative does not object to having us serve this new load as our electrical facilities are closer. I have enclosed a letter from Northern Plains Electric indicating such.

Please send all correspondence in reference to Fergus Falls, MN, Attention: Bruce Gerhardson, Legal Department, and to Dennis Ellefson, PO Box 2220, Jamestown, ND 58402, with a copy to me. Thank you.

Yours truly,

*Ron Montonye*  
Ron Montonye  
Operations Manager

Attch.


CC: John Hamre, ND PSC  
Bruce Gerhardson, Legal Dept. - OTP  
Ron Spangler, Regulatory Dept. - OTP  
Dennis Ellefson, Area Manager - OTP

1 **PU-12-661** Filed: 8/1/2012 Pages: 8  
**Application for Permanent Authority**

**Cando Office**  
PO Box 608 • 609 Fourth Avenue  
Cando, ND 58324-0608  
PHONE: 701/968-3314  
FAX: 701/968-1747



**Carrington Office**  
PO Box 180 • 1515 West Main  
Carrington, ND 58421-0180  
PHONE: 701/652-3156  
FAX: 701/652-1854

Your Touchstone Energy® Cooperative   
1-800-882-2500 E-Mail: [justask@nplains.com](mailto:justask@nplains.com)  
Web: <http://www.nplains.com>

June 8, 2012

Ron Montoney  
Otter Tail Power Company  
PO Box 289  
Rugby, ND 58338-0289


Dear Mr. Montoney:

I understand that you have been contacted by Kevin Ebel in regard to providing electrical service to two tile sump installations, one located at SE ¼ of Section 24, Township 149N, Range 70W and the other located in the SW ¼ of Section 19, Township 149N, Range 69W. It is my further understanding that Otter Tail expects to file a request with the ND PSC to extend service to these sites.

While final authority for determining whether or not to protest any service extension rests with our board of directors, I will recommend to our board at its regular meeting on June 25 that Northern Plains not file any protest with the PSC to these extensions should you decide to proceed ahead.

Please don't hesitate to give me a call if you desire further clarification in this regard.

Sincerely,  
NORTHERN PLAINS ELECTRIC COOPERATIVE

  
Jay Jacobson  
General Manager

cc: Gary Allen, NPEC  
Rich Short, NPEC

*"the power of human connections"*

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

Drain Tile Pumps near Fessenden, ND

at the Location Stated Herein

APPEARANCE BY CUSTOMER

Jeff Ebel, (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:

[Signature]  
\_\_\_\_\_

Jeff Ebel

\_\_\_\_\_  
[Signature] x

(Customer)

[Signature]  
Notary Public, Pierce County

**KRISTY J HOFFERT**  
Notary Public  
State of North Dakota  
My commission expires Aug 12, 2014

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

\_\_\_\_\_  
(NOTARIAL SEAL)

**Public Service Commission  
State of North Dakota**

Otter Tail Power Company )  
Fergus Falls, Minnesota )  
Customer's Name Jeff Ebel )  
Customer's location by )  
Nearest city \_\_\_\_\_ )  
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 Jeff Ebel  
(hereinafter referred to as the Customer), to provide electric service to it at a point located in  
SW 1/4 In Section 19, Township 149N, Range 69W,  
Hamberg Township, Wells 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 4875 20th St NE, Fessenden, ND. The customer will need electric service on the 15th  
day of August, 2012.  
Service at: 1:00pm

**IV.**

The service required by the Customer at said location is single phase service, and the length of the extension will be approximately 4000 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 [Signature]

Its Manager Customer Service

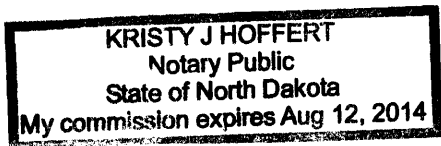
State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, on oath says that he is a \_\_\_\_\_ 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 23rd day of July, 20 12.



[Signature]

Notary Public, Pierce County,

North Dakota. My commission expires

\_\_\_\_\_  
(Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 23 day of July, 20 12.

[Signature]  
(Customer)

# ELECTRIC SERVICE AGREEMENT

Overhead  
 Underground

Work Order No. \_\_\_\_\_  
Electric Rate Schedule No. \_\_\_\_  
Rate Code No. \_\_\_\_\_

THIS AGREEMENT is made by and between Jeff Ebel  
\_\_\_\_\_ of Fessenden ND \_\_\_\_\_ (the "Customer") and Otter Tail Power Company (the  
"Company"), a Minnesota corporation.

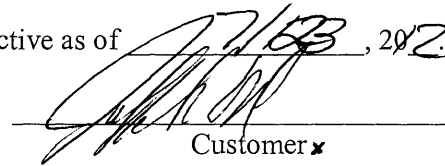
In consideration of the mutual promises contained below, the parties agree as follows:

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 SW ¼ of Section 9, T 149N, R 60W County of Wells, State of ND.
3. The Company shall supply to the Customer single phase electric service, at 240/120 nominal volts, having a specific demand classification of \_\_\_\_ or an estimated demand of 30 kva, 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 \$ 0.
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 twenty (20) 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 \$42.00 (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

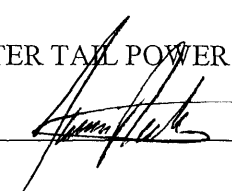
thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$16,500. The Customer agrees to make an advance payment in the amount of \$ 15,000 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.

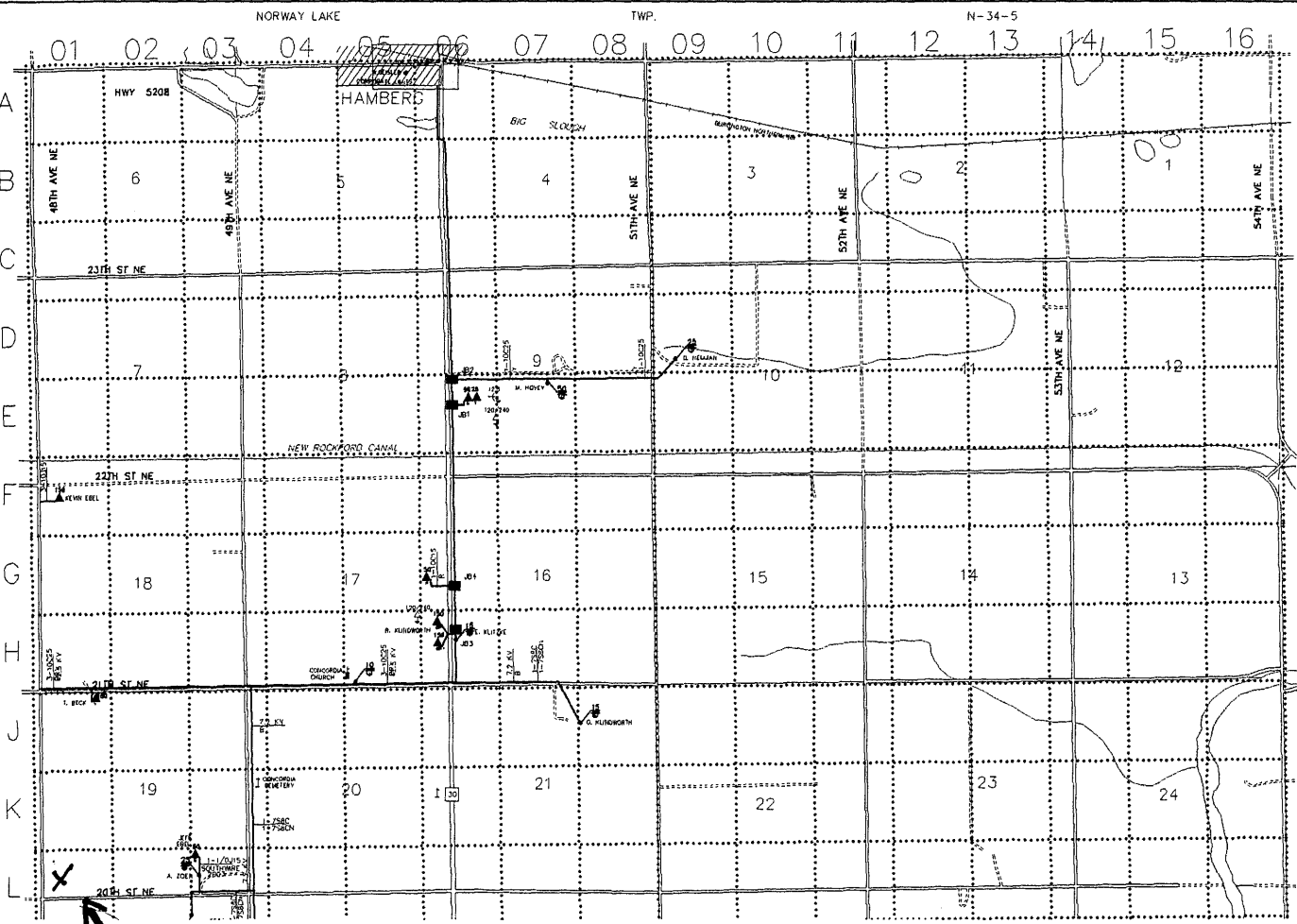
IN WITNESS WHEREOF, the parties execute this Agreement effective as of 7/16/12, 2012.

  
Customer ✕

OTTER TAIL POWER COMPANY

By: 

# EXHIBIT "A"



T-149-N : R-69-W  
WELLS COUNTY, NORTH DAKOTA

Scale: 1" = 2000'      8-23-2000  
BY : A. SCHUBERT

Reference USGS 7.5 minute series  
quadrangle maps:  
Hamburg, ND 1986  
Blackhammer Hill, ND 1986  
Fessenden East, ND 1986  
Bremen, ND 1986

DRAIN TILE PUMPS