

2111 15th Street North  
PO Box 70  
Wahpeton, North Dakota 58074-0070  
701 642-6684  
800 257-4044  
www.otpco.com

September 20, 2013



Mr. Darrell Nitschke, Executive Secretary  
ND Public Service Commission  
12th Floor  
State Capitol Building  
Bismarck, ND 58505

Dear Mr. Nitschke:

Enclosed is an application, in duplicate, for a Certificate of Public Convenience for Scott Heley located in SE ¼, NE ¼, Sec 17, Twp 131, R 50, of Richland County. Dakota Valley Electric Co-op is the provider in that area.

Please send all correspondence in reference to this to Otter Tail Corporation, Attention: Bruce Gerhardson, Attorney, 215 S Cascade St, PO Box 496, Fergus Falls, MN 56538 with a copy to Brad Howland, Area Manager, PO Box 747, Fergus Falls, MN 56538 and also a copy to this office, Geri Coyne, PO Box 70, Wahpeton, ND 58074-0070.

Sincerely,

A handwritten signature in blue ink that reads "Geri Coyne".

Ms. Geri Coyne  
Operations Manager

Enclosures

1 **PU-13-807** Filed: 9/23/2013 Pages: 8  
**Application for Permanent Authority**

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  
Scott Heley 8770 156th Ave SE Lidgerwood, ND 58053

at the Location Stated Herein  
SE 1/4, NE 1/4, Sec 17, Twp 131, R 50 Richland County  
**APPEARANCE BY CUSTOMER**

Scott Heley, (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:

Suzette Filler  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Scott Heley  
\_\_\_\_\_  
(Customer)

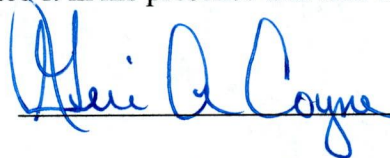
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County

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

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

STATE OF North Dakota )  
 )SS  
COUNTY OF Richland )

This 19<sup>th</sup> day of September, 2013 appeared before me Suzette Fitterer to me personally known to be the person whose name is subscribed to this instrument as a subscribing witness, and acknowledged to me that he subscribed as such, who being first duly sworn, says that Scott Heley whose name(s) is/are subscribed to the instrument as party(ies) of the first part is/are the person(s) described in it, that such person(s) executed it in his presence and that the witness subscribed his name thereto as a witness.

 Notary Public

My commission expires August 28, 2018

GERI A. COYNE  
Notary Public  
State of North Dakota  
My Commission Expires Aug. 28, 2018

**Public Service Commission  
State of North Dakota**

Otter Tail Power Company )  
Fergus Falls, Minnesota )  
Customer's Name Scott Heley )  
Customer's location by )  
Nearest city 1/4 mile East of Mantador 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 Scott Heley  
(hereinafter referred to as the Customer), to provide electric service to it at a point located in SE 1/4, NE 1/4, In Section 17, Township 131, Range 50,  
Belford Township, Richland 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 8770 156th Ave SE Lidgerwood, ND 58053. The customer will need electric service on the 1<sup>st</sup> day of November 20 13.  
Service at: tilling pump

**IV.**

The service required by the Customer at said location is single phase service, and the length of the extension will be approximately 100 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 Gerri Coyne

Its Operation Manager

State of North Dakota )

) SS

County of Richland )

Gerri Coyne

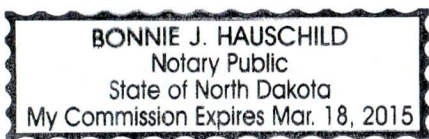
, being duly sworn, on oath says she is an Operations Manager of Otter Tail Power Company, and the person who executed the foregoing Application on behalf of Otter Tail Power Company, and is authorized to verify this Application on behalf of the Company; that she has read the foregoing Application and knows the contents thereof, and the same is true of her own knowledge, except as to matters therein stated on information and belief, and as to those matters, she believes them to be true.

Gerri Coyne

Subscribed and sworn to before me this 19<sup>th</sup> day of September, 2013.

Bonnie J. Hauschild

Notary Public, Richland County,  
North Dakota. My commission expires 3-18-15



(Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 19<sup>th</sup> day of September, 2013.

[Signature]

(Customer)

## ELECTRIC SERVICE AGREEMENT

Overhead  
 Underground

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

THIS AGREEMENT is made by and between Scott Heley of Lidgerwood, ND(the "Customer") and Otter Tail Power Company (the "Company"), a Minnesota corporation.

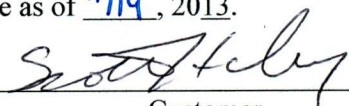
In consideration of the mutual promises contained below, the parties agree as follows:

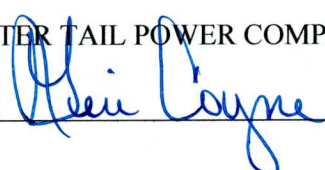
1. The Customer agrees to purchase and receive from the Company electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its tariff with the North Dakota Public Service Commission. These 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 SE 1/4, NE 1/4, Sec 17, Twp 131, R 50 County of Richland, State of ND.
3. The Company shall supply to the Customer single 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 \$00.
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 \$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

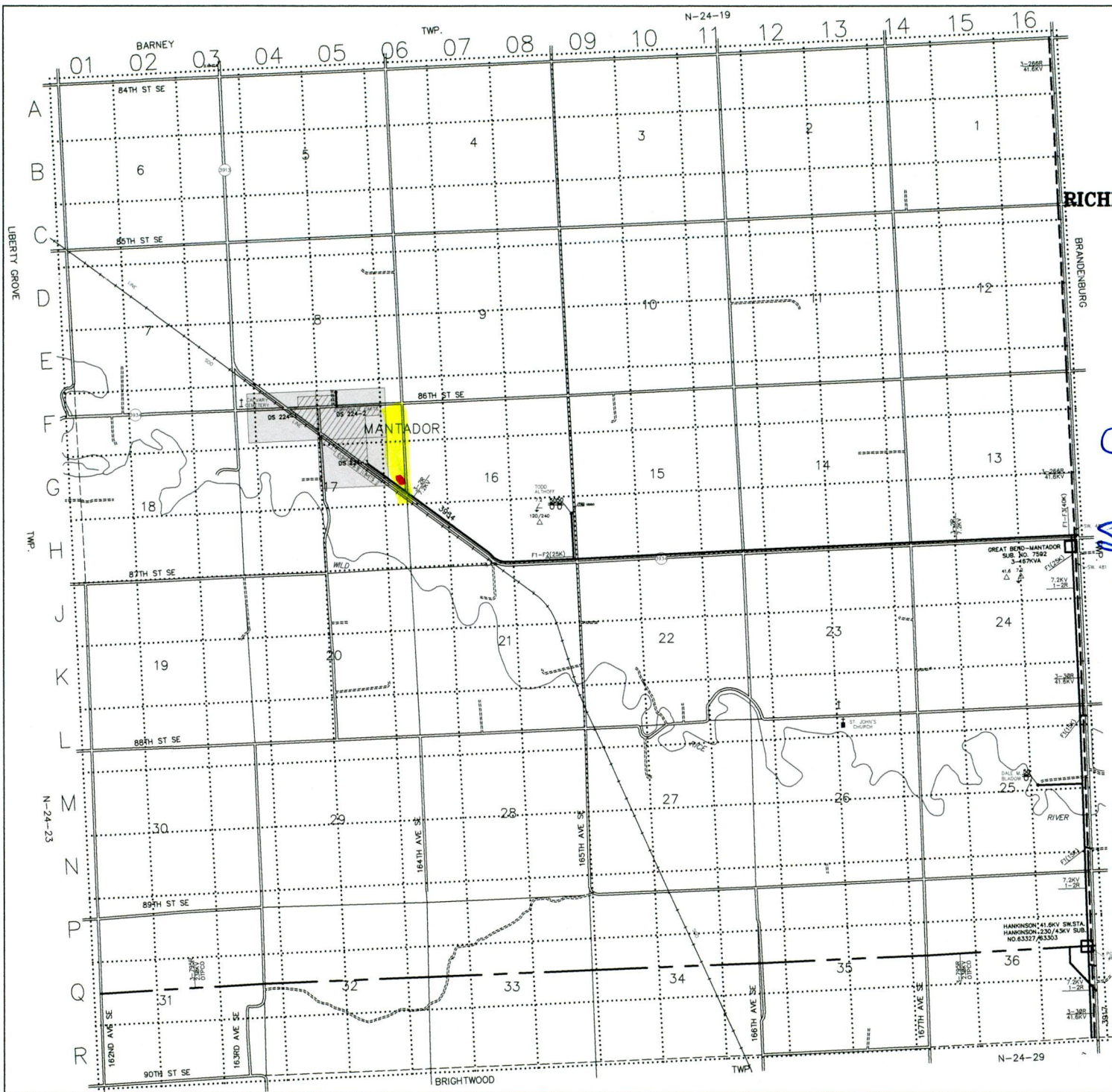
difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$1600.00. The Customer agrees to make an advance payment in the amount of \$1200.00 prior to installation of service. This 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 11/19, 2013.

  
\_\_\_\_\_  
Customer

OTTER TAIL POWER COMPANY  
By:   
\_\_\_\_\_



# BELFORD TOWNSHIP

**T-131-N : R-50-W**  
**RICHLAND COUNTY, NORTH DAKOTA**

Scale: 1" = 2000' 12-8-2000  
BY : S. GUNDERSON

Reference USGS 7.5 minute series  
quadrangle maps:  
Hankinson, ND 1964  
Swan Lake, ND 1964  
Moselle, ND 1964  
Mantador, ND 1964

*Scott Heley*  
*640.7930*  
*SE 1/4, NE 1/4*  
*Tiling pump*

## LEGEND

Cemetery	Church	Gravel Pit	Railroad	Section Lines	Township Lines	County Lines	State Lines	Corporate Limits	Interstate Trunk Highway	U.S. Trunk Highway	State Trunk Highway	County State Aid Highway	County Road	Public / Private Roads	Unimproved Roads

REV: 5/26/10  
BY: SAG



**N-24-24**  
RICHLAND COUNTY