

Richter, Susan K.

From: Richter, Susan K.
Sent: Monday, January 26, 2015 5:32 PM
To: 'John Schroeder'
Cc: Tracy Kennedy; Jeffcoat-Sacco, Illona; Furey, Casey A.
Subject: RE: Grand Forks Bean Company Inc. - Open records request
Attachments: Grand Forks Bean Renewals & Documents.pdf

Mr. Schroeder,

The attached pdf contains copies of the last three year's annual renewal forms for Grand Forks Bean, the last credit-sale contract filed with the Commission by Grand Forks Bean, and a copy of the Memorandum of Adjustment from February of 2014.

If you have questions, please let us know.

Sue Richter

Licensing Division
ND Public Service Commission
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

From: John Schroeder [mailto:JSchroeder@northdakotalaw.net]
Sent: Wednesday, January 21, 2015 12:01 PM
To: Richter, Susan K.
Cc: Tracy Kennedy; Jeffcoat-Sacco, Illona; Furey, Casey A.
Subject: RE: Grand Forks Bean Company Inc. - Open records request

Hi Sue,

Can you please forward me the last three year's annual renewal forms for Grand Forks Bean, the last form credit sale contract Grand Forks Bean had on file with you, as well as the Memo of Adjustment from February of 2014?

Thank you,

John D. Schroeder
Attorney at Law



3100 South Columbia Road, Suite 200
Grand Forks ND 58201
(701) 772-8111
(218) 230-1147 (cell)
(701) 772-7328 (fax)
jschroeder@northdakotalaw.net

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From: Richter, Susan K. [<mailto:srichter@nd.gov>]
Sent: Tuesday, January 20, 2015 5:59 PM
To: John Schroeder
Cc: Tracy Kennedy; Jeffcoat-Sacco, Illona; Furey, Casey A.
Subject: FW: Grand Forks Bean Company Inc. - Open records request

Mr. Schroeder,

I apologize for not sending a copy of the claims filed against Grand Forks Bean Company, Inc. as requested by Ms. Kennedy.

Attached are pdfs containing copies of paper and email claims received from October 1, 2014 through today and the documents received from Grand Forks Bean in response to a request from Commission Staff.

The Commission does not make available on its website, business documents such as scale tickets, warehouse receipts, or credit-sale contracts because we don't want these blank forms to be fraudulently reproduced. Nor do we make available Memoranda of Adjustment because they may contain specific personal information on producers. When a request is made for any of these documents, Commission Staff makes available a copy of the document requested, ensuring the document has been marked void.

If you have questions please let us know.

Sue Richter

Licensing Division
ND Public Service Commission
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

From: John Schroeder [<mailto:JSchroeder@northdakotalaw.net>]
Sent: Tuesday, January 20, 2015 11:16 AM
To: Richter, Susan K.; Jeffcoat-Sacco, Illona; Furey, Casey A.
Cc: Tracy Kennedy
Subject: Grand Forks Bean Company Inc. - Open records request

Dear Ms. Richter, Ms. Jeffcoat-Sacco, and Ms. Furey,

Ms. Kennedy from our office has previously requested all of the claims filed against Grand Forks Bean Company Inc. I am clarifying the request and making it formally under North Dakota open records laws. Please forward to our office the following documents:

1. Any and all written, or electronically retrievable claims submitted to the North Dakota Public Service Commission against Grand Forks Bean Company, Inc. from October 1, 2014 through today.
2. A copy of all form contracts forwarded to you by Grand Forks Bean Company, Inc. which was referenced as not being the "approved form" on the telephone call between our office, PSC staff and the attorneys for growers occurring in the first week of January 2015.

Also, I have attempted to retrieve records relative to Grand Forks Bean Company's dockets on the PSC's website, and several of the documents are not available. Can you let me know why some documents are not available while others are? For example memorandum of adjustment in file no. GE-13-620 is not available, but an insurance certificate in GE-10-503 is available.

Please give me an estimate of when the records will be available. Also, please give me the citation to applicable law if you will not be producing any record covered by the above request.

Thank you,

John D. Schroeder

Attorney at Law



3100 South Columbia Road, Suite 200

Grand Forks ND 58201

(701) 772-8111

(218) 230-1147 (cell)

(701) 772-7328 (fax)

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Grain Warehouse License Renewal

SFN 130203 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480
3245

Tax ID 450309764

2 7840 / \$300.00

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

E-mail: gfbeanco@integra.net

Warehouse Documents: Initial where appropriate.

Scale Ticket:

- Copy(ies) enclosed
- No change in form(s) filed previously

Warehouse Receipt:

- Copy(ies) enclosed
- No change in form(s) filed previously
- Not used

Credit-Sale Contract:

- Copy(ies) enclosed
- No change in form(s) filed previously
- Not used

Storage, Handling,
and Delivery Policy:

- Copy(ies) enclosed
- No change in form(s) filed previously

For Public Service Commission Use Only

License Year:	2014-15
Approved:	M. McNamee 9-17-14
Issue Date:	7-18-14 SFB



Surety Company: Auto-Owners Insurance Company

Bond Amount: \$100,000.00

Total Capacity: 199,000 Bu.

S 1164 Grand Forks

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Fee: \$300.00

Site Capacity: 199,000 Bu.

Manager: Todd McGurk

Phone: 701-775-3984

Fax:

Railroad: Burlington Northern and Santa Fe Railway

Internal Capacity 199,000 bu.

FEE REQUIRED: If there are no changes in capacity, please pay this amount.

\$300.00 *

If renewal is received after July 15, add \$100 fee per warehouse (1 x 100).

\$100.00

LATE RENEWAL APPLICATION FEE.

\$400.00

2 **GE-14-595** Filed: 7/15/2014 Pages: 2
Completed Renewal Form

Grand Forks Bean Company, Inc



License Renewal - Officers

SFN 13203 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480

3245

Tax ID 450309764

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

OFFICERS AND DIRECTORS

President of the Board

Todd McGurk
2120 North Washington Street
Grand Forks ND 58201

Phone: 701-775-3984

SIGNATURE AND NOTARY

State of North Dakota

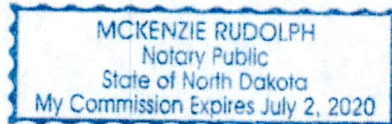
County of Grand Forks

Mckenzie K. Rudolph, being duly sworn, says he/she is the owner or official named in the foregoing renewal and that the facts stated in the renewal are true to his/her own knowledge.

Signature

Subscribed and sworn to before me this 10 day of July, 2014.

(Seal)



Notary Public Signature

My commission expires July 2, 2020



Grain Warehouse License Renewal

SFN 130203 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480

27526/\$300⁰⁰

Tax ID 450309764

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

E-mail: gfbearco@integra.net

Warehouse Documents: Initial where appropriate.

Scale Ticket:

Copy(ies) enclosed
 No change in form(s) filed previously

Warehouse Receipt:

Copy(ies) enclosed
 No change in form(s) filed previously
 Not used

Credit-Sale Contract:

Copy(ies) enclosed
 No change in form(s) filed previously
 Not used

Storage, Handling,
and Delivery Policy:

Copy(ies) enclosed
 No change in form(s) filed previously



Surety Company: Auto-Owners Insurance Company

Bond Amount: \$100,000.00

Total Capacity: 199,000 Bu.

S 1164 Grand Forks

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Fee: \$300.00

Site Capacity: 199,000 Bu.

Manager: Todd McGurk

Phone: 701-775-3984

Fax:

Railroad: Burlington Northern and Santa Fe Railway

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\$300.00 * ✓

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\$100.00

LATE RENEWAL APPLICATION FEE.

\$400.00



License Renewal - Officers

SFN 13203 (4/2007)

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480

3245

Tax ID 450309764

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

OFFICERS AND DIRECTORS

President of the Board

Todd McGurk
2120 North Washington Street
Grand Forks ND 58201

Phone: 701-775-3984

SIGNATURE AND NOTARY

State of North Dakota

County of Grand Forks

Todd McGurk, being duly sworn, says he/she is the owner or official
named in the foregoing renewal and that the facts stated in the renewal are true to his/her own knowledge.

Todd McGurk
Signature

Subscribed and sworn to before me this 10 day of July 2013

(Seal)

DANIELLE HILLHOUSE
Notary Public
State of North Dakota
My Commission Expires December 1, 2016

Danielle Hillhouse
Notary Public Signature

My commission expires _____

Grand Forks Bean Co.

701-775-3984 • FAX 701-775-3985

2120 NORTH WASHINGTON ST. • GRAND FORKS, ND 58203

Storage, Handling and Delivery Policy

Storage Rate:	\$0.15/cwt/month
Service Fee:	\$0.15/cwt/month
Delivery-Redelivery:	\$6.00/cwt
Less:	\$1.00 per crop year on old crop



Grain Warehouse License Renewal

SFN 130203 (4/2007)

27270/\$300.00

Public Service Commission
600 E. Boulevard Ave. Dept 408
Bismarck ND 58505-0480
3245

Tax ID 450309764

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

E-mail: gfbeanco@integra.net

Warehouse Documents: Initial where appropriate.

- Scale Ticket: Copy(ies) enclosed
 No change in form(s) filed previously
- Warehouse Receipt: Copy(ies) enclosed
 No change in form(s) filed previously
 Not used
- Credit-Sale Contract: Copy(ies) enclosed
 No change in form(s) filed previously
 Not used
- Storage, Handling, and Delivery Policy: Copy(ies) enclosed
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 Not used

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Bond Amount: \$100,000.00

Total Capacity: 199,000 Bu.

S 1164 Grand Forks

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Fee: \$300.00

Site Capacity: 199,000 Bu.

Manager: Todd McGurk

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Fax:

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\$100.00

LATE RENEWAL APPLICATION FEE.

\$400.00



License Renewal - Officers

SFN 13203 (4/2007)

Public Service Commission
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Bismarck ND 58505-0480

3245

Tax ID 450309764

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201

Phone: 701-775-3984
Fax: 701-775-3985

OFFICERS AND DIRECTORS

President of the Board

Todd McGurk
2120 North Washington Street
Grand Forks ND 58201

Phone: 701-775-3984

SIGNATURE AND NOTARY

State of North Dakota

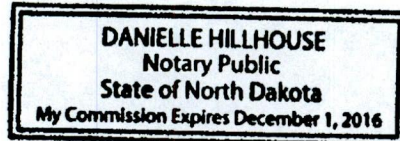
County of Grand Forks

Todd McGurk, being duly sworn, says he/she is the owner or official named in the foregoing renewal and that the facts stated in the renewal are true to his/her own knowledge.

Todd McGurk
Applicant Signature

Subscribed and sworn to before me this 11 day of July, 2012

(Seal)



Danielle Hillhouse
Notary Public Signature

My commission expires _____



North Dakota Public Service Commission
Memorandum of Adjustment

02/26/2014 12:23:56 PM

Page: 1

License No: 3245

Exam Date: 02/26/2014

Examiner: 1

Number of items on this report: 1

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks, ND
County:

An examination of this warehouse and/or the commodities stored there disclosed the following conditions which must be corrected as soon as possible. These conditions may also be in violation of state laws or rules. The issuance of this form is a report of the conditions found at this examination and is not an election by the North Dakota Public Service Commission to be taken..

Examiner comments are shown in *italic* below each item.

No Book Adjustments Required

Item no: 2000

refer to: See Examiner Comments Below

The exam and spot check procedure revealed no conditions or errors.

Thank you,

1 *Timothy Erdmann*
Name of PSC Examiner

02/26/2014

Date

I acknowledge receipt of this form. I understand that the above conditions must be corrected as soon as possible. The corrective action must be mailed to the licensing division offices within 30 days of the date received. If all corrections are not completed in 30 days, I will report my progress and continue to submit reports at 15-day intervals until all corrections are completed.

Todd M
Licensee's Signature
president
Title

Todd McGurk
By (please print)
2/26/14
Date

Please submit report to: Licensing Division
Public Service Commission
600 E. Boulevard Ave. Dept. 408
Bismarck, ND 58505-0480

Phone: 701-328-4097
Fax: 701-328-2410
Email: srichter@nd.gov
www.psc.state.nd.us

DELAYED PRICING GRAIN PURCHASE CONTRACT

125401

This is an agreement that the Seller _____ of _____ on _____

has sold and agreed to deliver to the Buyer, _____ at _____

a net quantity of _____ (bu. Gd.) of _____ (Grade and Kind) of _____ (Commodity) at _____ (% Protein) (%Moisture)

at _____ for delivery _____ (Specify Time Period for Delivery)

The purchase price of the grain is agreed to be Buyer's bid price, less charges, at the time Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange (presently 9:30 A.M. to 1:15 P.M., central time, Monday through Friday), Buyer reserves the right to defer setting a bid price until the next market trading session. In the event such notice shall not have been given on or before _____ the price of the grain shall be Buyer's bid price, less charges, after the close of the market on said date, unless other terms have been agreed upon in writing. (Date)

Seller shall pay Buyer a service charge equal to the greater of 1) _____ cents per bushel or 2) _____ cents per bushel per month or fraction thereof from the date or dates of delivery of the grain to the date of such notice (which is the date that the price is set). Both the service charge and the purchase price shall be payable on the date the purchase price is determined.

Buyer will advance to Seller _____ % (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required funds on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made when the price is fixed.

ADDITIONAL TERMS AND CONDITIONS

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyer to accept delivery of grain for this reason shall not release the seller from this contract.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined.
MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States.

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: _____

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: _____

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the _____ and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract will be deducted at settlement.

NOTICE TO SELLER OF FINANCIAL RISK

- MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S BOND.
MONTANA - THE SELLER RECOGNIZES THAT IN THE EVENT OF FORECLOSURE OR BANKRUPTCY, THIS CONTRACT IS EQUIVALENT TO AN UNSECURED LOAN TO THE PURCHASER. THE SELLER AND ANY OF THE SELLER'S CREDITORS SHOULD BE ADVISED OF THE FINANCIAL RISKS INVOLVED IN THIS CONTRACT.
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.

Seller _____ Date _____ (AUTHORIZED SIGNATURE)

In witness whereof, the parties have signed this contract

Buyer: _____ Date _____ (AUTHORIZED SIGNATURE)

Seller: _____ Date _____ (AUTHORIZED SIGNATURE)

SCALE TICKET SUMMARY

Table with 3 columns: DATE, SCALE TKT. NO., BUSHELS

Table with 3 columns: DATE, SCALE TKT. NO., BUSHELS