

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

_____	)	
<b>Public Service Commission</b>	)	<b>CIVIL NO. _____</b>
	)	
<b>Petitioner,</b>	)	
	)	
<b>vs.</b>	)	
	)	<b>APPLICATION FOR</b>
<b>Grand Forks Bean Company, Inc.</b>	)	<b>APPOINTMENT AS</b>
	)	<b>TRUSTEE AND FOR</b>
<b>Respondent.</b>	)	<b>EX PARTE ORDER</b>
_____	)	
<b>PSC Case No. GE-15-36</b>	)	
_____	)	

1. The North Dakota Public Service Commission (Commission) alleges as follows:
2. Grand Forks Bean Company, Inc. (Grand Forks Bean), a North Dakota business corporation, operates a licensed grain warehouse at Grand Forks, North Dakota, subject to North Dakota Century Code Chapters 60-02 and 60-04.
3. Grand Forks Bean operates its grain warehouse at Grand Forks, North Dakota, under license number 1164.
4. A surety bond is on file with the Commission as required by North Dakota Century Code section 60-02-09. The surety bond is for \$100,000.00 and identified as number 077708 66024305 with Auto-Owners Insurance Company, 6101 Anacapri Boulevard, Lansing, Michigan, as surety.
5. On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had

delivered to Grand Forks Bean at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans according to his price later marketing agreement with Grand Forks Bean. The producer also stated he was contacting Licensing Division staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans.

6. On November 19, 2014, Licensing Division staff contacted Grand Forks Bean to discuss the producer's request for redelivery of dry edible beans. Staff asked Grand Forks Bean about its current dry edible bean inventory and if the inventory was sufficient to make redelivery to each producer who had delivered dry edible beans to the licensed grain warehouse in Grand Forks. Staff asked Grand Forks Bean to fax a copy of all price later marketing agreements it had issued and related assembly sheets. Staff also asked Grand Forks Bean to fax a copy of all documents for any producer who delivered beans after a February 2014 grain warehouse examination.
7. On November 19, 2014 and November 20, 2014, Grand Forks Bean faxed staff copies of the requested price later marketing agreements and assembly sheets.
8. Between November 25, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks.
9. On December 1, 2014, a Commission Grain Warehouse Inspector visited Grand Forks Bean and measured the grain inventory, concluding the inventory

consisted of approximately 40,000 hundredweight of pinto beans. The Inspector was not able to review the Grand Forks Bean records at that time.

10. Between December 19, 2014 and December 23, 2014, the Commission received claims from eight producers. The claims were filed via electronic mail or facsimile. Each producer alleged Grand Forks Bean had not been able to market the producer's beans or pay for the beans delivered to Grand Forks Bean's facility in Grand Forks, North Dakota. A copy of each claim is attached as Exhibit 1.
11. On December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation in which Grand Forks Bean agreed that it will not receive additional grain, that the dry edible bean inventory in the Grand Forks Bean facility will not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean will continue to maintain insurance on the dry edible bean inventory.
12. The Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Although Staff was not aware of any violation, Staff concluded, as a result of several discussions with growers, the warehouse and the bank, that the matter could not be resolved outside an insolvency proceeding. As a result, on January 16, 2015, Staff

recommended the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc.

13. On January 16, 2015, the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation
14. The Commission, eight growers who had filed claims, and Bremer Bank continued to discuss the pending insolvency filing, the interests of the parties in the beans, and the need to sell the bean inventory in the Grand Forks Bean facility to maximize proceeds. All parties agreed the beans should be sold as quickly as possible, before deterioration and during acceptable weather for this commodity. The parties engaged in negotiations on a second Stipulation in order to provide a means to liquidate the inventory and preserve its value, to protect the proceeds, and also to preserve any interest the parties assert in those proceeds for resolution through the insolvency proceeding or via another means.
15. The growers assert, under North Dakota Century Code section 60-02-25.1, as outstanding receipt holders, they have a statutory first priority lien giving them rights to all beans held at the Grand Forks facility to satisfy their claims for the beans they sold or delivered to Grand Forks Bean. The bank asserts it has a perfected security interest in the grain inventory and other assets of Grand Forks bean that may become a part of the trust in any insolvency proceeding and filed

a claim to this effect on January 28, 2015. The Commission asserts an interest in the beans and other assets of Grand Forks Bean, arising by statute, with respect to the claims of the growers and other receipt holders, if any.

16. To move toward liquidation, bids were entertained for purchase of the beans. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples of the pinto beans and submit bids.
17. Central Valley Bean Cooperative (Central Valley Bean) submitted a bid of \$23.50/cwt delivered to Buxton or \$22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of \$22.25/cwt for three bins and \$16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of \$20.00/cwt based on US #1 grade (discounts to be applied as necessary), US#2 - \$1/cwt discount and US#3 - \$2/cwt discount and would furnish equipment, labor and transportation.
18. All parties agreed the bid from Central Valley Bean was the most reasonable bid.
19. On January 30, 2015, a Stipulation for the Sale of Inventory and Deposit of Proceeds was executed by attorneys for the Commission, Grand Forks Bean Company, eight growers, and Bremer Bank, National Association. (Subsequently all parties agreed via electronic mail that the Letter of Credit from Central Valley Bean need not be irrevocable.)
20. Commission staff informed Central Valley Bean that its bid was accepted, based

on the terms submitted, with a price of \$22.75/cwt based off a #1 pinto, normal discounts to apply, including loading and hauling.

21. On February 3, 2015, Central Valley Bean began transporting the beans to its licensed grain warehouse in Buxton, North Dakota. The final load of beans was transported on February 11, 2015. A Grand Forks Bean outbound scale ticket was issued for each load of beans moved from the Grand Forks Bean warehouse and a copy of each outbound scale ticket was provided to the Commission. Commission Staff created an assembly report that included a record for each load of beans moved from the Grand Forks Bean warehouse.
22. Central Valley Bean issued an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, the Public Service Commission, and the trucking company indicated as the persons from whom the grain was received. Central Valley Bean provided a copy of each inbound scale ticket to the Commission. Central Valley Bean created a daily assembly report that included a record for each load of beans received and provided a copy of each daily assembly report to the Commission.
23. Once all beans were removed from the Grand Forks warehouse and delivered to Central Valley Bean, Central Valley Bean provided a final assembly report to the Commission. Central Valley Bean paid the Commission the full amount due, with a final payment made on February 11, 2015.
24. The proceeds from the sale of the Beans have been received and deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc., and the Stipulation for the Sale of Inventory

and Deposit of Proceeds was provided to the bank to evidence the conditions of the escrow. The funds will remain on deposit until the Commission is appointed trustee at which time the funds will be transferred into the Public Service Commission's Grand Forks Bean Company, Inc. trust account at the Bank of North Dakota.

25. The Commission was informed and has reason to believe there are outstanding obligations for unpaid claims for grain sold to Grand Forks Bean as a public warehouseman under North Dakota Century Code Chapter 60-02. Under the provisions of North Dakota Century Code section 60-02-09, bond protection is available for the benefit of all persons storing or selling grain to such warehouseman. Under the provisions of North Dakota Century Code section 60-10-04 a person is eligible to receive indemnity payments from the credit-sale contract indemnity fund if the licensed warehouse to which the person sold grain to becomes insolvent.
26. Grand Forks Bean is insolvent under North Dakota Century Code Chapter 60-04, in that it is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.
27. North Dakota Century Code section 60-04-03 provides that the Court may issue *ex parte* a temporary order to preserve or protect any assets and potential assets of the trust fund until the Court issues its order granting or denying the application.
28. The Commission is legally entitled to be appointed trustee of the trust fund provided under North Dakota Century Code Chapter 60-04.

29. Bond proceeds may be needed to redeem outstanding receipts issued by Grand Forks Bean. North Dakota Century Code section 60-04-03.3 provides:

The surety on the warehouseman's bond must be joined as a party to the insolvency proceeding upon a motion by the commission when the commission believes that proceeds from the warehouseman's bond may be needed to redeem outstanding receipts issued by the warehouseman. When it appears in the best interests of the receipt holders, the court may order the surety to deposit the penal sum of the bond, or so much thereof as may be deemed necessary, into the trustee's trust account pending a final determination of the surety's liability under the bond.

30. The Commission is not requesting the bonding company be joined at this time, but will request joinder of the bonding company at a later date if the Commission believes bond proceeds are needed.

31. Proceeds from the Credit-Sale Contract Indemnity Fund may be needed to meet the licensee's obligations to any holders of credit-sale contracts. North Dakota Century Code section 60-10-05 provides:

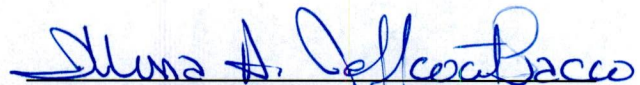
Upon the insolvency of a licensed public warehouse or grain buyer and a declaration that the Public Service Commission serve as the trustee, the Public Service Commission shall make the proceeds of the credit-sale contract indemnity fund available for use in meeting the licensee's obligations with respect to the reimbursement of any person who sold grain to the licensee under a credit-sale contract and who was not fully compensated in accordance with the contract.

32. **WHEREFORE** the Public Service Commission respectfully requests:

33. That the Court issue *ex parte* a temporary **ORDER**:

- a. Requiring Grand Forks Bean Company, Inc. to preserve and protect any trust assets under North Dakota Century Code section 60-04-03.1 and

- b. Authorizing the Commission to immediately take any action deemed necessary to preserve and protect the trust assets under North Dakota Century Code section 60-04-03.1.
34. That the Court declare Grand Forks Bean Company, Inc. **INSOLVENT** within the meaning of North Dakota Century Code Chapter 60-04 and establish the date of insolvency as December 19, 2014, the date the first claim alleging nonpayment for grain delivered or sold was filed with the Commission.
35. That the Court **APPOINT** the Commission as trustee of the trust fund under North Dakota Century Code section 60-04-03.
36. Respectfully submitted at Bismarck, North Dakota, this 13<sup>th</sup> day of **February, 2015.**



Illona A. Jeffcoat-Sacco (03315)  
Casey A. Furey (08035)  
Special Assistant Attorneys General  
Public Service Commission  
600 E. Boulevard Avenue – Dept. 408  
Bismarck, ND 58505  
(701) 328-2407  
(701) 328-2410 fax

Attorneys for the Public Service Commission

*Exhibit 1*

**Richter, Susan K.**

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**From:** Nick Adams <nadams52@hotmail.com>  
**Sent:** Friday, December 19, 2014 3:47 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland ; Dad  
**Subject:** RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams  
218-779-0479

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Friday, December 19, 2014 11:12 AM  
**To:** 'nadams52@hotmail.com'  
**Subject:** Grand Forks Bean Co., Inc.

Nick,

The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
600 East Boulevard Ave, Dept. 408  
Bismarck, ND 58505-0480  
701-328-4097  
[srichter@nd.gov](mailto:srichter@nd.gov)

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1 GE-15-36 Filed 12/19/2014 Pages: 3  
Claim  
Nick Adams

**Richter, Susan K.**

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**From:** Nick Adams <nadams52@hotmail.com>  
**Sent:** Sunday, December 21, 2014 9:32 PM  
**To:** Richter, Susan K.  
**Cc:** 'Russ Melland '; 'Dad '  
**Subject:** RE: Grand Forks Bean Co., Inc.  
**Attachments:** scan0159.pdf

Attached is assembly sheet to go along with my claim.

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**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Friday, December 19, 2014 4:03 PM  
**To:** 'Nick Adams'  
**Cc:** Russ Melland ; Dad  
**Subject:** RE: Grand Forks Bean Co., Inc.

Nick,  
As mentioned in my response email to Ron, you must file support documents.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
Bismarck, ND 58505-0480  
701-328-4097  
[srichter@nd.gov](mailto:srichter@nd.gov)

---

**From:** Nick Adams [<mailto:nadams52@hotmail.com>]  
**Sent:** Friday, December 19, 2014 3:47 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland ; Dad  
**Subject:** RE: Grand Forks Bean Co., Inc.

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Thanks

Nick Adams  
218-779-0479

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Friday, December 19, 2014 11:12 AM

NICK ADAMS.xls

Date	TKT #	Spills %	Pick %	FM%	Total Dtg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2564	0.40	2.66	1.60	4.66%	12.0	1	55,450	2,706	52,744		52,744
09/15/12	2665	1.00	4.60	1.40	7.00%	12.7	2	40,960	2,669	38,111		38,111
					0.00%				0	0		0

TOTAL NET GRAIN 90,855

DATE CHECK PRICE

Balance 90,855

**Richter, Susan K.**

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**From:** Ron <radams8320@hotmail.com>  
**Sent:** Friday, December 19, 2014 3:49 PM  
**To:** Richter, Susan K.  
**Cc:** Nick Adams ; Russ Melland  
**Subject:** RE: Grand Forks Bean Contract

Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks

Ron Adams

218-779-1728

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Friday, December 19, 2014 11:12 AM  
**To:** 'radams8320@hotmail.com'  
**Subject:** Grand Forks Bean Contract

Ron,

The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
600 East Boulevard Ave, Dept. 408  
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[srichter@nd.gov](mailto:srichter@nd.gov)

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**Richter, Susan K.**

---

**From:** Nick Adams <nadams52@hotmail.com>  
**Sent:** Sunday, December 21, 2014 9:40 PM  
**To:** Richter, Susan K.  
**Cc:** 'Russ Melland'; 'Dad'  
**Subject:** RE: Grand Forks Bean Co., Inc.  
**Attachments:** scan0160.pdf

Sue

Here are the assembly sheets for Ron's claim

Thanks

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Friday, December 19, 2014 4:03 PM  
**To:** 'Nick Adams'  
**Cc:** Russ Melland ; Dad  
**Subject:** RE: Grand Forks Bean Co., Inc.

Nick,  
As mentioned in my response email to Ron, you must file support documents.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
Bismarck, ND 58505-0480  
701-328-4097  
[srichter@nd.gov](mailto:srichter@nd.gov)

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**From:** Nick Adams [<mailto:nadams52@hotmail.com>]  
**Sent:** Friday, December 19, 2014 3:47 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland ; Dad  
**Subject:** RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams  
218-779-0479

RON ADAMS  
165 16TH ST NE  
REYNOLDS, ND 58273

2010 CROP

Date	TKT #	Splits %	Pick %	FM%	Total Dkg%	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/20/10	2224	1.60	1.80	3.84	7.24%	14.9	1	31,040	2,248	28,792		28,792
09/29/10	2240	0.40	1.00	0.80	2.20%	17.7	1	6,610	146	6,464	4%	6,205
10/04/10	2265	1.60	2.20	2.60	6.40%	15.3		34,300	2,196	32,104		32,104
10/04/10	2268	2.00	2.12	1.80	5.92%	14.9		32,760	1,940	30,820		30,820
10/04/10	2269	1.80	2.20	1.40	5.40%			6,080	329	5,751		5,751
10/05/10	2275	1.60	3.12	3.88	8.60%	14.8	2	29,620	2,548	27,072		27,072
10/05/10	2277	1.60	2.20	2.00	5.80%	14.7		17,500	1,015	16,485		16,485
10/05/10	2278	2.60	2.80	3.12	8.52%	14.6		34,990	2,982	32,008		32,008
10/05/10	2279	3.80	2.40	3.80	10.00%	14.0		27,010	2,701	24,309		24,309
10/05/10	2280	3.80	2.20	1.80	7.80%	14.2		17,560	1,370	16,190		16,190
10/06/10	2281	2.20	4.80	2.80	9.80%	15.5	2	28,520	2,795	25,725		25,725
10/06/10	2282	5.40	1.00	2.60	9.00%	13.0		29,590	2,664	26,926		26,926
10/09/10	2283	2.80	1.40	2.60	6.80%	12.2		28,980	1,971	27,009		27,009
10/09/10	2284	3.80	1.00	4.00	8.80%	11.5		28,400	2,500	25,900		25,900
10/10/10	2285	1.00	1.20	1.80	4.00%	14.1		33,540	1,342	32,198		32,198
10/10/10	2286	1.40	1.00	3.40	5.80%	13.7		31,370	1,820	29,550		29,550
10/10/10	2287	1.40	0.80	2.00	4.20%	13.5		35,670	1,499	34,171		34,171
10/11/10	2288	0.88	1.00	3.12	5.00%	16.0		31,070	1,554	29,517	1%	29,220
10/11/10	2289	0.68	0.88	2.60	4.16%	15.7		33,430	1,391	32,039		32,039
10/11/10	2290	1.00	0.80	4.20	6.00%	16.0		27,420	1,646	25,774	1%	25,516
10/11/10	2291	1.20	1.00	2.40	4.60%	14.5		12,660	583	12,077		12,077
10/12/10	2292	2.40	0.80	2.20	5.40%	13.8		31,570	1,705	29,865		29,865
10/12/10	2293	1.80	1.28	1.68	4.76%	14.7		28,800	1,371	27,429		27,429
10/12/10	2294	2.40	1.40	2.80	6.60%	14.4		15,650	1,033	14,617		14,617
10/18/10	2295	1.00	3.80	8.00	12.80%	14.8	2	28,050	3,591	24,459		24,459
10/18/10	2296	2.60	4.40	5.40	12.40%	14.4	2	7,760	963	6,797		6,797
					0.00%				0	0		0

TOTAL NET GRAIN 623,233

DATE CHECK PRICE

11/19/2014 12:41

11:39 AM

RX Date/Time  
Nov. 19. 2014

RON ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/04/12	2471	3.68	4.08	1.60	9.36%	16.2	2	49,670	4,650	45,020	1%	44,569
09/04/12	2472	3.20	6.16	1.40	10.76%	15.3	3	42,080	4,528	37,552		37,552
09/04/12	2473	3.52	4.88	3.36	11.76%	16.2	2	16,950	1,994	14,956	1%	14,806
09/06/12	2485	1.72	1.28	1.40	4.40%	14.0	1	44,850	1,974	42,876		42,876
09/06/12	2486	2.40	2.48	0.60	5.48%	14.6	1	47,390	2,597	44,793		44,793
09/07/12	2488	1.28	1.20	2.12	4.60%	13.3	1	48,950	2,252	46,698		46,698
09/07/12	2489	1.28	2.80	1.72	5.80%	14.5		41,230	2,392	38,838		38,838
09/07/12	2492	1.80	4.20	0.80	6.80%	14.8	2	48,880	3,324	45,556		45,556
09/07/12	2493	1.92	4.12	2.24	8.28%	15.0		20,610	1,707	18,903		18,903
					0.00%				0	0		0

TOTAL NET GRAIN 334,591

DATE CHECK PRICE  
 12/31/2012 6500 42.00 contracted

-180000

Balance 154,591

**Richter, Susan K.**

---

**From:** Brent Baldwin <baldwin@polarcomm.com>  
**Sent:** Saturday, December 20, 2014 1:01 PM  
**To:** Richter, Susan K.  
**Subject:** Claim

Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks,

Brent Baldwin  
Baldwin Farms, Inc.

Sent from my iPhone

**Richter, Susan K.**

---

**From:** Jon Nelson <mntwins1966@yahoo.com>  
**Sent:** Saturday, December 20, 2014 1:20 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland; WJS Nelson Farms  
**Subject:** Grand Forks Bean/WJS Nelson Farms

Sue,

We would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans. Please respond when you receive this message. If you need anything else please let us know.

You can contact us at: [wjs@invisimax.com](mailto:wjs@invisimax.com) or [mntwins1966@yahoo.com](mailto:mntwins1966@yahoo.com). Our telephone numbers are: Office 218-695-0931, Jon 701-741-1137 or Steve 701-741-3087.

Thank-you for your time in this matter!

Jon Nelson

**Richter, Susan K.**

---

**From:** WJS Nelson Farms <wjs@invisimax.com>  
**Sent:** Tuesday, December 23, 2014 3:13 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland  
**Subject:** RE: Grand Forks Bean/WJS Nelson Farms  
**Attachments:** GF Bean Receipts.pdf

Sue,

Attached are our receipts showing the beans that we have hauled in to Grand Forks Bean. If you need anything else let us know.

Have a Merry Christmas & a Happy New Year!

Jon Nelson

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Monday, December 22, 2014 9:30 AM  
**To:** 'Jon Nelson'  
**Cc:** Russ Melland; WJS Nelson Farms  
**Subject:** RE: Grand Forks Bean/WJS Nelson Farms

This is to confirm your email was received. Please file any support documents you may have such as scale tickets, contracts, assembly sheets, etc.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
Bismarck, ND 58505-0480  
701-328-4097  
[srichter@nd.gov](mailto:srichter@nd.gov)

---

**From:** Jon Nelson [<mailto:mntwins1966@yahoo.com>]  
**Sent:** Saturday, December 20, 2014 1:20 PM  
**To:** Richter, Susan K.  
**Cc:** Russ Melland; WJS Nelson Farms  
**Subject:** Grand Forks Bean/WJS Nelson Farms

Sue,

We would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans. Please respond when you receive this message. If you need anything else please let us know.

You can contact us at: [wjs@invisimax.com](mailto:wjs@invisimax.com) or [mntwins1966@yahoo.com](mailto:mntwins1966@yahoo.com). Our telephone numbers are: Office 218-695-0931, Jon 701-741-1137 or Steve 701-741-3087.

Thank-you for your time in this matter!

Jon Nelson

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This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

Bin # 6      02727

Comments:

80370 Vehicle & Grain, LBS  
 25700 Vehicle.....LBS  
 54670 Gross Grain.....LBS  
 3012 Dockage.....LBS  
 52658 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 4/15/14  
 Name WJS NELSON

Name \_\_\_\_\_ DRIVER  ON  OFF

Address \_\_\_\_\_

Kind Pinto Grade 1 Bin No. FS

Splits 8 %Pick 2.08 %FM 8 %

Moist 15.4 % Total Dock 3.68 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

**CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
 GRAND FORKS BEAN CO, INC.  
 GRAND FORKS, NORTH DAKOTA 58203**

Bin # 5      02726

Comments:

84060 Vehicle & Grain, LBS  
 28080 Vehicle.....LBS  
 55980 Gross Grain.....LBS  
 2418 Dockage.....LBS  
 53562 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 4/14/14  
 Name WJS NELSON

Name \_\_\_\_\_ DRIVER  ON  OFF

Address \_\_\_\_\_

Kind Pinto Grade 1 Bin No. FS

Splits 64 %Pick 2.8 %FM 88 %

Moist \_\_\_\_\_ % Total Dock 4.32 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

**CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
 GRAND FORKS BEAN CO, INC.  
 GRAND FORKS, NORTH DAKOTA 58203**

Comments:

80440 Vehicle & Grain, LBS

23590 Vehicle.....LBS

56850 Gross Grain.....LBS

2979 Dockage.....LBS

53871 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02728

C#

DATE 4/15/14

Name WJS NELSON

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade 1 Bin No \_\_\_\_\_

Splits 1.04 %Pick 1.2 %FM 3.0%

Moist 14.6 % Total Dock ~~14.6~~ 5.24%

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

1.00, 91 each.

**Richter, Susan K.**

---

**From:** Duane <daltndrf@polarcomm.com>  
**Sent:** Saturday, December 20, 2014 3:29 PM  
**To:** Richter, Susan K.  
**Subject:** Grand Forks bean Contract

I would like to file a claim against Grand Forks Bean. Grand Forks Bean han not been able to market my beans or pay me for them please respond when you receive Thank You Duane Altendorf 701-520-0637

**Richter, Susan K.**

---

**From:** Duane <daltndrf@polarcomm.com>  
**Sent:** Monday, December 22, 2014 1:11 PM  
**To:** Richter, Susan K.  
**Subject:** RE: Grand Forks bean Contract

would you have copy of the contract or assembly sheets to the best of my nollage i never sign a contract thank you Duane

---

**From:** Richter, Susan K. [<mailto:srichter@nd.gov>]  
**Sent:** Monday, December 22, 2014 9:29 AM  
**To:** 'Duane'  
**Subject:** RE: Grand Forks bean Contract

This is to confirm your email was received. Please file any support documents you may have such as scale tickets, contracts, assembly sheets, etc.

*Sue Richter*

Licensing Division  
ND Public Service Commission  
Bismarck, ND 58505-0480  
701-328-4097  
[srichter@nd.gov](mailto:srichter@nd.gov)

---

**From:** Duane [<mailto:daltndrf@polarcomm.com>]  
**Sent:** Saturday, December 20, 2014 3:29 PM  
**To:** Richter, Susan K.  
**Subject:** Grand Forks bean Contract

I would like to file a claim against Grand Forks Bean. Grand Forks Bean han not been able to market my beans or pay me for them please respond when you receive Thank You Duane Altendorf 701-520-0637

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**Nelson Farms  
795 11<sup>th</sup> St NE  
Thompson, ND 58278**

**Home 701 599-2080  
Cell 701 741-4901  
Fax 701 599-5123**

# Fax

To:

From:

Public Service Commission

Charles B. Nelson

Attention:

Date:

Sue

12-20-14

Office Location:

Office Location:

Bismarck ND

Thompson, ND

Fax Number:

Phone #:

1-701-328-2410

C- 1-701-741-4901

Urgent  Reply ASAP  Please Comment  Please Review  For your information

Comments: *I would like to file a claim against Grand Folks Bean Co. Inc. They have not been able to market or give us payment for the beans that we requested to be sold. Please respond for further information requested.*

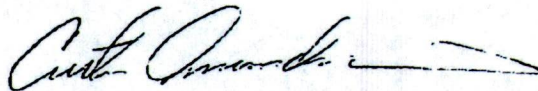
*Grand Folks Bean Co. Inc  
Grand Folks ND, 58203*

*Nelson Farms by  
Charles B. Nelson*

Sue.

I would like to file a claim against Grand Forks  
Bean. Grand Forks Bean has not been able to market our  
beans or ~~to~~ pay us for them. Please respond when you receive  
this fax.

Thank you.



cell 1-218-779-6565.

P.S. trying to send on my iPad also.

fax fax fax fax fax

CR FARMS  
CURTIS AMUNDSON  
43507 120TH ST SW  
EAST GRAND FORKS,

TO: Susan Richter

FROM: CR AMUNDSON FARMS

PAGES SENT: 2 with face page

DATE: Dec 20, 2014

SUBJECT: Grand Forks Bear Contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Richter, Susan K.**

---

**From:** Betty Amundson <cbamundson@me.com>  
**Sent:** Saturday, December 20, 2014 5:51 PM  
**To:** Richter, Susan K.  
**Subject:** Grand Forks Bean Contract

Sue:

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Could you respond when you receive this.

Thank you. Curtis Amundson. 1-218-779-6565 cell.

Sent from my iPad

78760	Vehicle & Grain..LBS
26860	Vehicle.....LBS
51900	Gross Grain.....LBS
1142	Dockage.....LBS
50758	Net Grain.....LBS
	Moist Dock.....%LBS
	Net Grain.....LBS
02652	

Comments: A  
 Ac R  
 G-R

DATE 9/12/13

Name Curt Amundson

Name \_\_\_\_\_ DRIVER  ON  OFF

Address \_\_\_\_\_

Kind Pinto Grade 1 Bin No. ES

Splits .24 %Pick .108 %FM 1.28 %

Moist 15.5 % Total Dock 2.2 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

**CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
 OF GRAIN WEIGHED OVER THE SCALES OF  
 GRAND FORKS BEAN CO, INC.  
 GRAND FORKS, NORTH DAKOTA 58203**

# PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.  
GROWER CURT AMUNDSON  
ADDRESS \_\_\_\_\_

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

NOW THEREFORE, it is hereby agreed by and between the grower and the company as follows:

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing. ↑
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$:~~0.05~~<sup>0.0493</sup> per day per cwt applies.

Dated this 5<sup>th</sup> day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. [Signature]  
COMPANY BY  
[Signature]  
GROWER

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.  
[Signature]  
Seller

**Richter, Susan K.**

---

**From:** BETH NELSON <bnelson@altru.org>  
**Sent:** Monday, December 22, 2014 11:31 AM  
**To:** Richter, Susan K.  
**Subject:** Fwd: FW: gf bean  
**Attachments:** GF Bean ticket & contract.pdf

Sue,  
I have attached the contract and tickets for Brad Nelson's beans. I am the PR for his estate. If you have any questions I can be reached on my cell phone 218-779-7862  
Beth Nelson

>>> "Beth Nelson" <[banelson@gra.midco.net](mailto:banelson@gra.midco.net)> 12/22/14 6:59 AM >>>

---

**From:** Beth Nelson [<mailto:banelson@gra.midco.net>]  
**Sent:** Monday, December 22, 2014 6:57 AM  
**To:** [banelson@gra.midco.net](mailto:banelson@gra.midco.net); Beth work ([bnelson@altru.org](mailto:bnelson@altru.org))  
**Subject:** FW: gf bean

---

**From:** Beth Nelson [<mailto:banelson@gra.midco.net>]  
**Sent:** Monday, December 22, 2014 6:55 AM  
**To:** 'banelson@gra.midco.net'; Beth work ([bnelson@altru.org](mailto:bnelson@altru.org))  
**Subject:** gf bean

27 Garden Ct. NW  
East Grand Forks, MN 56721  
218.779.7862  
[banelson@gra.midco.net](mailto:banelson@gra.midco.net)

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8 GE-15-36 Filed 01/22/2014 Pages: 5  
Claim  
Beth Nelson

# Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

## DRY BEAN CONTRACT

1054

Year 2013 CROP

Between **Grand Forks Bean Co, Inc.** of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brad Nelson, EGF, MN, hereinafter known as "Seller".

Seller agrees to deliver #1 pinto beans to the Buyer at the time of harvest, maximum 800 # per acre.

Acres 75 CWT 600

The undersigned Buyer agrees to pay to Seller for the above beans, the amounts as determined as follows:

\$ 33<sup>00</sup> per cwt., clean bean basis, #1's.

\$ \_\_\_\_\_ per cwt., clean bean basis, #2's.

\$ \_\_\_\_\_ per cwt., clean bean basis, #3's.

If Seller is unable to deliver commodity of the grade required by this Agreement, then Seller agrees to sell & Buyer agrees to purchase commodity of lower grades at the contract price less the applicable market discount at the time of sale. However, Buyer shall not be obligated hereunder to accept any sample grade commodity.

All beans delivered shall be below 16 % moisture or be subject to moisture discounts applicable at the time of sale.

All beans delivered hereunder shall be free and clear of all liens, security interests and other encumbrances, unless provided in writing herein by the Seller. It is further understood that the Seller has not contracted any other portion of the total acreage listed above. Title of the beans passes to the Buyer at the time and place of delivery.

In the event of breach, the Buyer shall be entitled to all costs taken in force of the same including reasonable attorneys fees.

This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Performance of this agreement shall be excused to the extent the growing, harvesting, or delivery of the beans by Seller or their grading, receipt, or use by Buyer, is prevented by fire, explosion, war or acts of God.

Payment shall be made as follows; 100 % on Dec-31-2013  
(MONTH / DATE / YEAR)

\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)

\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)

**Grand Forks Bean Co, Inc.**

**Seller**

By: Todd M

By: phone w/ Brad

Date: 10/16/12

Date: 10/16/12

Comments:

88250 Vehicle & Grain: LBS

27130 Vehicle: LBS

61100 Gross Grain: LBS

1784 Dockage: LBS

59316 Net Grain: LBS

Moist Dock: %LBS

Net Grain: LBS

02670

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No. 3/4

Splits .48 %Pick .32 %FM 2.12%

Moist 13 % Total Dock 2.92%

Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check Storage Assembly No. Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

79136 Vehicle & Grain: LBS

26720 Vehicle: LBS

52410 Gross Grain: LBS

1048 Dockage: LBS

51362 Net Grain: LBS

Moist Dock: %LBS

Net Grain: LBS

02671

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No. 3/4

Splits .24 %Pick .48 %FM 1.28%

Moist % Total Dock 2%

Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check Storage Assembly No. Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

80450 Vehicle & Grain..LBS  
25270 Vehicle.....LBS  
55180 Gross Grain.....LBS  
1545 Dockage.....LBS  
53635 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02672

DATE 9/14/13  
Name BRAD NELSON

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade 1 Bin No. 3/4

Splits .6 %Pick .4 %FM 1.8 %

Moist \_\_\_\_\_ % Total Dock 2.8 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check \_\_\_\_\_ Storage \_\_\_\_\_ Assembly \_\_\_\_\_  
No. \_\_\_\_\_ Tkt. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments:

44670 Vehicle & Grain..LBS  
27350 Vehicle.....LBS  
17320 Gross Grain.....LBS  
589 Dockage.....LBS  
16731 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02673

DATE 9/14/13  
Name BRAD NELSON

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade 1 Bin No. \_\_\_\_\_

Splits .6 %Pick .8 %FM 2 %

Moist \_\_\_\_\_ % Total Dock 3.4 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check \_\_\_\_\_ Storage \_\_\_\_\_ Assembly \_\_\_\_\_  
No. \_\_\_\_\_ Tkt. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

