

Jon R. Brakke

jbrakke@vogellaw.com

May 13, 2015

Public Service Commission
600 East Boulevard Avenue
Department 408
Bismarck, ND 58505-0480



Re: Public Service Commission v. Grand Forks Bean Company, Inc.
Civil No. 18-2015-CV-00240/ PSC Case No. GE-15-36
Our File No.: 0048384.15000

Dear Sirs:

Enclosed for filing in the above-entitled action are copies of:

1. Claim of the Estate of Brad Nelson (with attached exhibits) e-filed on April 27, 2015; and
2. Claim of Curt Amundson (with attached exhibits) e-filed on May 13, 2015.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Jon R. Brakke".

Jon R. Brakke

JRB:ldt
Enclosures

2236294.1

VOGEL
Law Firm

Fargo • Bismarck • Moorhead

Phor

128 GE-15-36 Filed: 5/18/2015 Pages: 8
Supplement to claim

Estate of Brad Nelson

Jon R. Brakke, Vogel Law Firm

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Civil No. 18-2015-CV-00240

Petitioner,

v.

**CLAIM OF THE ESTATE
OF BRAD NELSON**

Grand Forks Bean Company, Inc.,

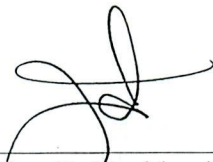
Respondent.

PSC Case No. GE-15-36

The Estate of Brad Nelson asserts a claim in the above entitled proceeding in the amount of \$54,313.20, together with interest accruing at the rate of 6% per annum from and after July 1, 2014. Said claim is based on a quantity of 1,810.44 cwt of beans priced at \$30.00 per cwt. Copies of the scale tickets issued by Grand Forks Bean Company, Inc. on said beans and the contract between Brad Nelson and Grand Forks Bean Company, Inc. are attached to this claim as **Exhibit A**.

Dated this 27th day of April, 2015.

BY: _____


Jon R. Brakke (#03554)

jbrakke@vogellaw.com

VOGEL LAW FIRM

218 NP Avenue

PO Box 1389

Fargo, ND 58107-1389

Telephone: 701.237.6983

ATTORNEYS FOR THE ESTATE OF

BRAD 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:

\$ 33.00 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.

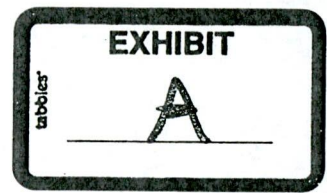
This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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: [Signature]

By: phone w/ Brad

Date: 10/16/12

Date: 10/16/12

Comments:

88230 Vehicle & Grain..LBS

27130 Vehicle.....LBS

61000 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 1 Bin No. _____

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 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:

79130 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 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:

80450 Vehicle & Grain..LBS

25270 Vehicle.....LBS

55180 Gross Grain.....LBS

1545 Dockage.....LBS

53635 Net Grain.....LBS

Moist Dock.....%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 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:

44670 Vehicle & Grain..LBS

27300 Vehicle.....LBS

17320 Gross Grain.....LBS

589 Dockage.....LBS

16731 Net Grain.....LBS

Moist Dock.....%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 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

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Petitioner,

v.

Grand Forks Bean Company, Inc.,
Respondent.

PSC Case No. GE-15-36

Case No. 18-2015-CV-00240

**CERTIFICATE OF
ELECTRONIC SERVICE**

I hereby certify that on April 29, 2015, the following document:

CLAIM OF THE ESTATE OF BRAD NELSON

were filed electronically with the Clerk of Court through Odyssey, and that Odyssey will send a Notice of Electronic Filing (NEF) to the following:

Daniel L. Gaustad
dan@grandforkslaw.com

Russ Melland
rmelland@camrudlaw.com

Tracy Kennedy
Tracykennedy@northdakotalaw.net

Susan K. Richter
srichter@nd.gov

Joel Arnason
jfamoose@gra.midco.net

and the following parties by U.S. Mail:

John D. Schroeder
Attorney for Bremer Bank
3100 South Columbia Road, Suite 200
Grand Forks, ND 58201

Scott Knudsvig
Attorney for Fessenden Cooperative Assn.
2525 Elk Drive, P. O. Box 1000
Minot, ND 58702-1000

Dated: April 29, 2015

/s/ Jon R. Brakke
Jon R. Brakke (#03554)
jbrakke@vogellaw.com
VOGEL LAW FIRM
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PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
ATTORNEYS FOR CURT AMUNDSON
AND THE ESTATE OF BRAD NELSON

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