



April 14, 2017

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

Dear Illona:

Attached to this e-mail is an application for Order and Certificate to Extend Service to Darrick Johnson's new grain bin site in Rush Lake township south of the City of Wolford, ND. Otter Tail Power Company presently serves the City of Wolford and has a three phase line directly across from the proposed service site.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Nate Kunde", with a long horizontal line extending to the right.

Nate Kunde  
Operations Manager  
Otter Tail Power Co.

Attch.

CC: John Hamre, ND PSC  
Bruce Gerhardson, Legal Dept. – OTP  
Regulatory Dept. – OTP  
Jeremy Rham, Area Manager - OTP

# ELECTRIC SERVICE AGREEMENT

Overhead  
 Underground

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

THIS AGREEMENT is made by and between Darrick Johnson of Wolford, 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 corner of Sec 16; T 157N; R 70W County of Pierce, State of ND.
3. The Company shall supply to the Customer three phase electric service, at 277/480 nominal volts, having a specific demand classification of \_\_\_\_\_ or an estimated demand of \_\_\_\_\_, and having an estimated load factor of \_\_\_\_\_% (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 \$ \_\_\_\_.
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 99 (Ninty Nine) 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 \$667 (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 \$24,000. The Customer agrees to make an advance payment in the amount of \$0 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 4/5, 20 17.

*Daniel Johnson*  
Customer

OTTER TAIL POWER COMPANY

By: *Nate Johnson*



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 Nathan Kunde

Its Operations Manager

State of North Dakota)

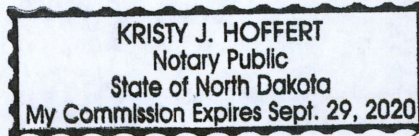
) SS

County of Pierce)

Nathan Kunde

, being duly sworn, on oath says he is an employee 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 5th day of April, 2017 VA.



Notary Public, Pierce County, North Dakota. My commission expires 9-29-2020  
Kristy J. Hoffert (Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 5th day of April, 2017.

Dominic CPA  
(Customer)

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  
Darrick Johnson, New Grain Bin Site

at the Location Stated Herein

S16 T157N R70W Rush Lake Township SE Corner Pierce County (NW Corner of 45th AVE NE & 69th ST)  
**APPEARANCE BY CUSTOMER**

Darrick Johnson, (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]  
[Signature]

[Signature]  
(Customer)

Notary Public, Pierce County

North Dakota. My commission expires 9-29-2020

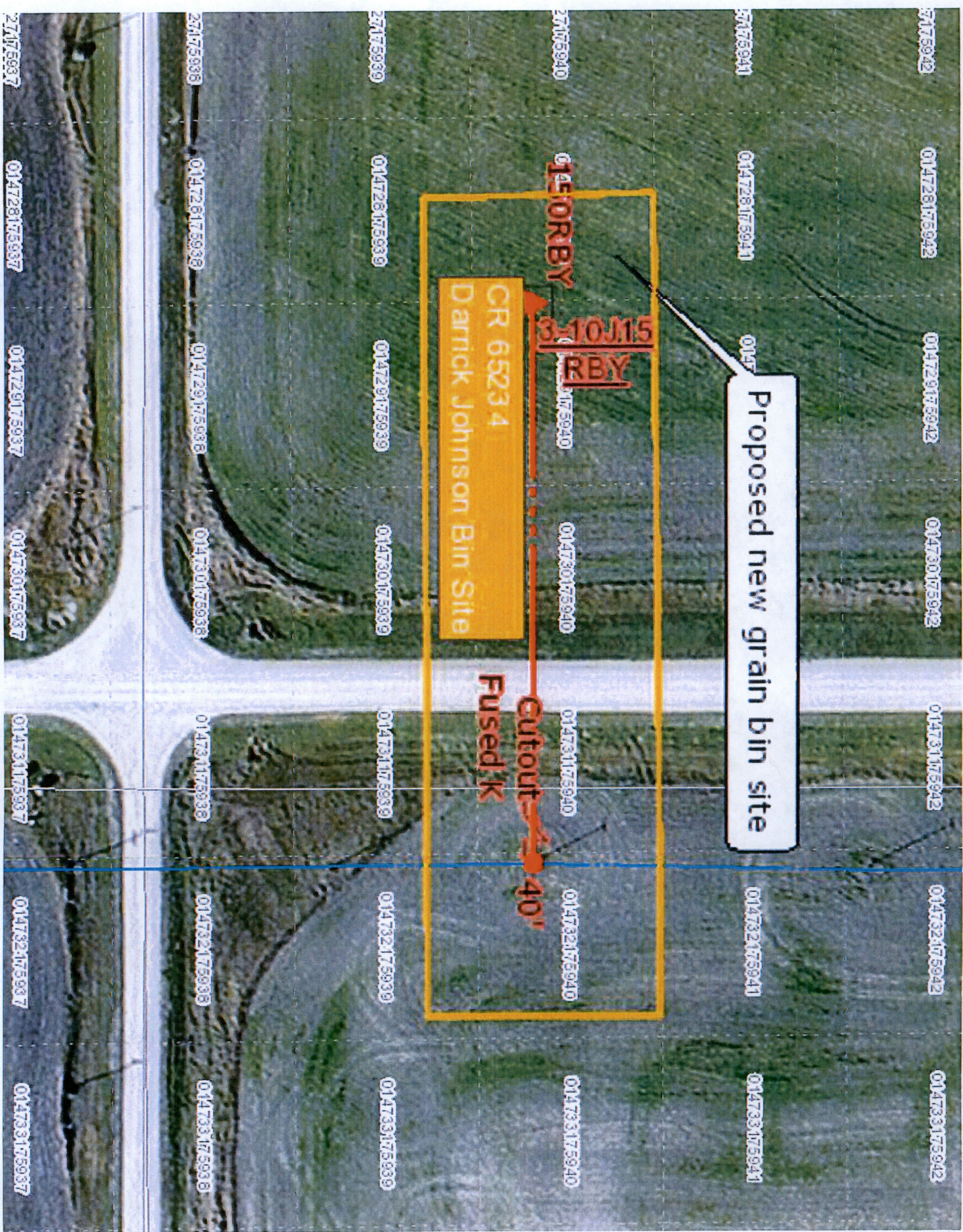
[Signature]  
KRISTY L. HOFFERT  
Notary Public  
State of North Dakota  
My Commission Expires Sept. 29, 2020

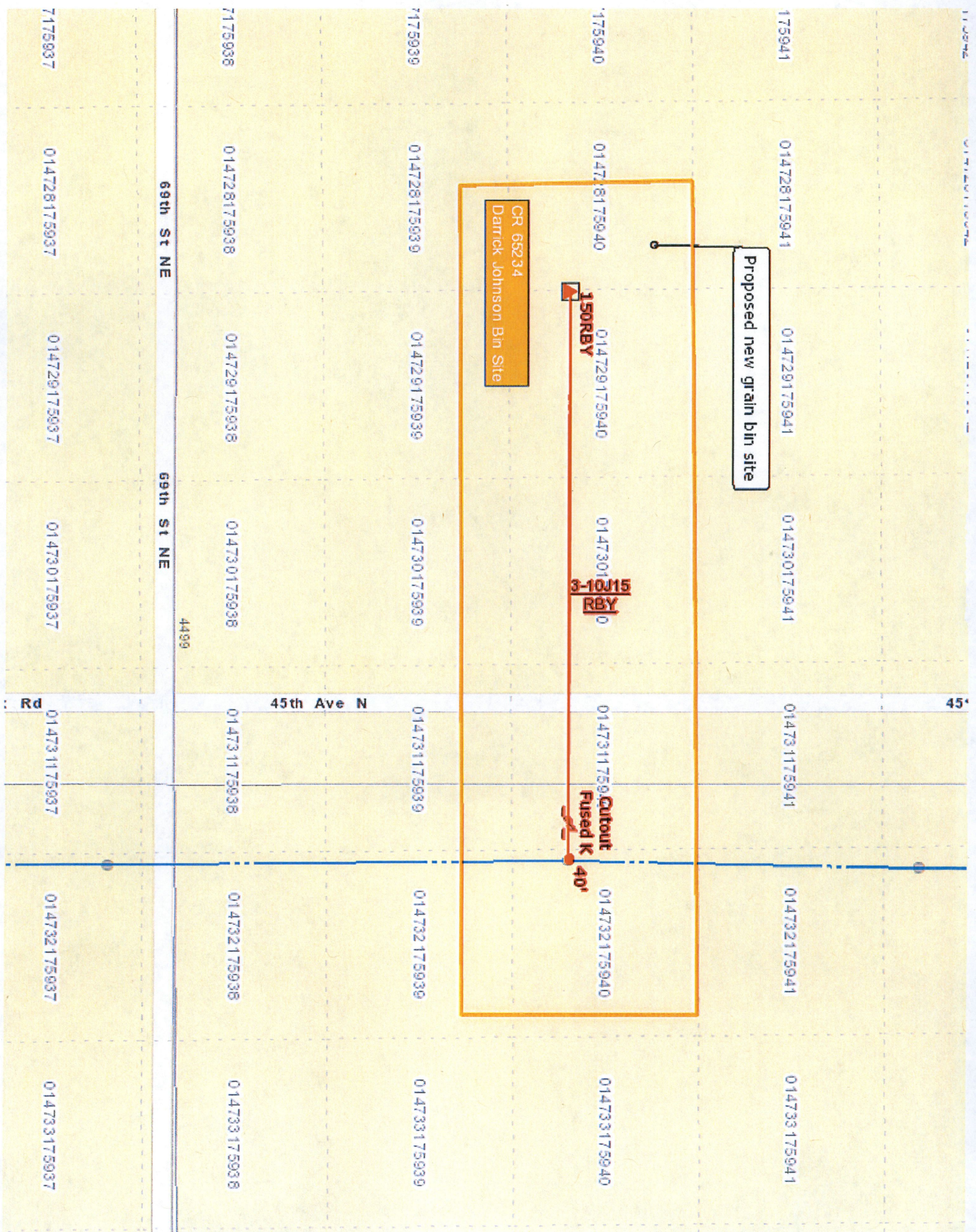
Proposed new grain bin site

CR 6523 4  
Darrick Johnson Bin Site

150RBY  
310M5  
RBY

Cutout 40"  
Fused K





Proposed new grain bin site

CR 66234  
Darrick Johnson Bin Site

69th St NE

45th Ave N

4499

150RBY

3-10-15  
RBY

40'  
Fused K

175941	014728175941	014729175941	014730175941	014731175941	014732175941	014733175941
175940	014728175940	014729175940	014730175940	014731175940	014732175940	014733175940
7175939	014728175939	014729175939	014730175939	014731175939	014732175939	014733175939
7175938	014728175938	014729175938	014730175938	014731175938	014732175938	014733175938
7175937	014728175937	014729175937	014730175937	014731175937	014732175937	014733175937