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Devils Lake, North Dakota 58301-0400  
701 662-4021  
800 257-4044  
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October 14, 2019



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 the a new grain bin site for Justin & Allen Zerr of Harvey, North Dakota. The site is located at point in the NW/SW ¼ of Section 21 TWP 150 R72 of the Harvey Township.

Please send all correspondence in reference to Fergus Falls, MN 56538, Attention: Bruce Gerhardson, Regulatory Department, and to Jeremy Rham, PO Box 2220, Jamestown, ND 58402, with a copy to me. Thank you.

Respectively,

A handwritten signature in black ink, appearing to read "Nick Senf", written over a white background.

Nick Senf  
Operations Manager

Attch.

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

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  
Zerr Farms Grain Bin Site  
at the Location Stated Herein

APPEARANCE BY CUSTOMER

Justin Zerr & Allen Zerr (Zerr Farms), (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.

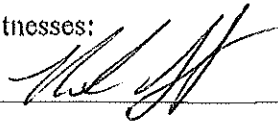
The Customer further states the need of and has demanded service at said location for the reasons that are set forth in the Application herein. The Customer waives Notice of Opportunity for Hearing and Notice of Hearing upon said Application, or a hearing thereon, and requests the Commission to issue 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.

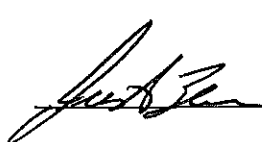
II.

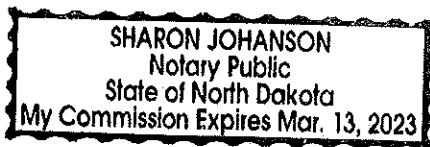
All of the allegations of the Application herein are admitted as true and correct.

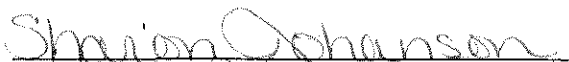
Wherefore, the undersigned, being the Customer involved herein, prays for the entry of an Order and Certificate of Public Convenience and Necessity by the Commission, authorizing the Applicant to extend the requested and needed service to this Customer at said location, subject to such appropriate and 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:

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

\_\_\_\_\_  
  
\_\_\_\_\_  
(Customer)



  
Notary Public, Ramsey County  
North Dakota. My commission expires \_\_\_\_\_

March 13, 2023 (NOTARIAL SEAL)

**Public Service Commission  
State of North Dakota**

Otter Tail Power Company )  
Fergus Falls, Minnesota )  
Customer's Name \_\_\_\_\_ )  
Customer's location by )  
Nearest city \_\_\_\_\_ )  
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 Justin Zerr & Allen Zerr (Zerr Family Farm)  
(hereinafter referred to as the Customer), to provide electric service to it at a point located in  
NW/SW quarter In Section 21, Township 150, Range 72,  
Harvey Township, Wells 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  
2842 33rd Ave NE Harvey, ND 58341. The customer will need electric service on the 31st  
day of October, 20 19.  
Service at: New Bin Site under Construction.

**IV.**

The service required by the Customer at said location is three phase service, and the length of the extension will be approximately 3,200 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 [Signature]

Its Operations Manager

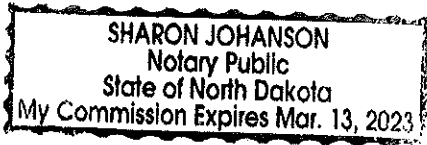
State of North Dakota )

) SS

County of Wells )

Nick Senf, 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 14th day of October, 20 19.



Sharon Johanson

Notary Public, Ransom County, North Dakota. My commission expires

March 13, 2023 (Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 14 day of October, 20 19.

[Signature]

(Customer)

## ELECTRIC SERVICE AGREEMENT

Overhead  
 Underground

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

THIS AGREEMENT is made by and between Justin Zerr & Allen Zerr of Harvey ND (the "Customer") and Otter Tail Power Company (the "Company"), a Minnesota corporation.

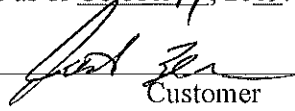
In consideration of the mutual promises contained below, the parties agree as follows:

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 NW/SW quarter of Sec 21, Twp 150, R 72 of Harvey Township County of Wells, 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 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 \$75,000.
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 ninty nine (99) 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 \$1,042 (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 \$75,000. The Customer agrees to make an advance payment in the amount of \$37,500 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.

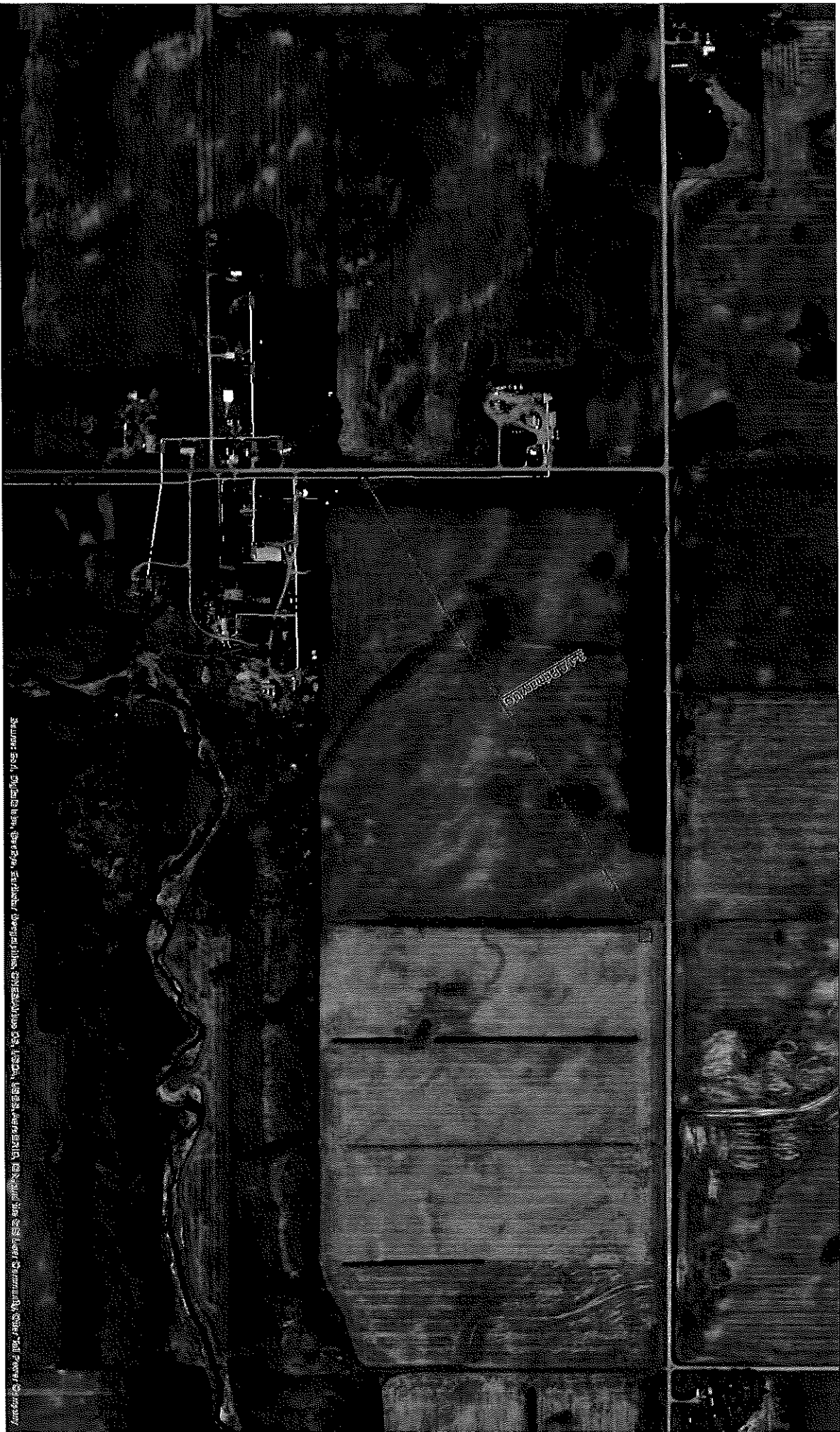
8. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of October 14, 2019.

  
Customer

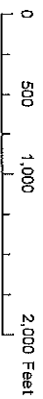
OTTER TAIL POWER COMPANY

By: 



### Zerr Bin Site "Exhibit A"

Source: Esri, DigitalGlobe, GeoEye, Earthstar, DigitalGlobe, GeoEye, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Author: Web AppBuilder for ArcGIS  
Date: 10/22/2019

