

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Nodak Electric Cooperative, Inc.,	)	
Complainant,	)	
	)	<b>NODAK ELECTRIC'S</b>
-vs-	)	<b>PREHEARING MEMORANDUM</b>
	)	
Otter Tail Power Company,	)	Case No. PU-20-356
Respondent.	)	

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**I.  
LIST OF PROPOSED EXHIBITS**

- [1] NODAK-1: Site drawing for the proposed Love's Travel Stop near Drayton, North Dakota.
- [2] NODAK-2: Map of Nodak Electric Cooperative's electrical lines in the vicinity of the proposed Love's Travel Stop, as well as proposed extension to the site.
- [3] NODAK-3: Nodak Electric Cooperative's Summary of Project Costs.
- [4] NODAK-4: Map of Nodak Electric Cooperative's and Otter Tail Power Company's electrical lines in the vicinity of the proposed Love's Travel Stop.
- [5] NODAK-5: Map of Nodak Electric Cooperative's members within a two-mile radius of the proposed Love's Travel Stop.
- [6] NODAK-6: Service Area Agreement between Nodak Electric Cooperative and Otter Tail Power Company relative to the proposed Love's Travel Stop.
- [7] NODAK-7: Nodak Electric Cooperative's New Line Extension policy.
- [8] NODAK-8: Nodak Electric Cooperative's projected net revenues from the proposed Love's Travel Stop.
- [9] NODAK-9: Nodak Electric Cooperative's five-year average rate of return relative to the proposed Love's Travel Stop.
- [10] NODAK-10: Nodak Electric Cooperative projected net contribution of costs after capital credits relative to the proposed Love's Travel Stop

**II.**  
**LIST OF WITNESSES AND**  
**TENTATIVE ORDER OF APPEARANCE**

- [11] Steve C. Breidenbach, Engineering Manager for Nodak Electric Cooperative.
- [12] Mylo R. Einarson, General Manager for Nodak Electric Cooperative.

**III.**  
**ISSUES BEFORE THE PSC**

- [13] Whether the Commission should grant Otter Tail Power's motion to dismiss?
- [14] Whether Otter Tail Power's extension would interfere with existing service provided by Nodak?
- [15] If there would be a duplication of services, whether the duplication of services would be unreasonable?

Dated this 14<sup>th</sup> day of April, 2021.

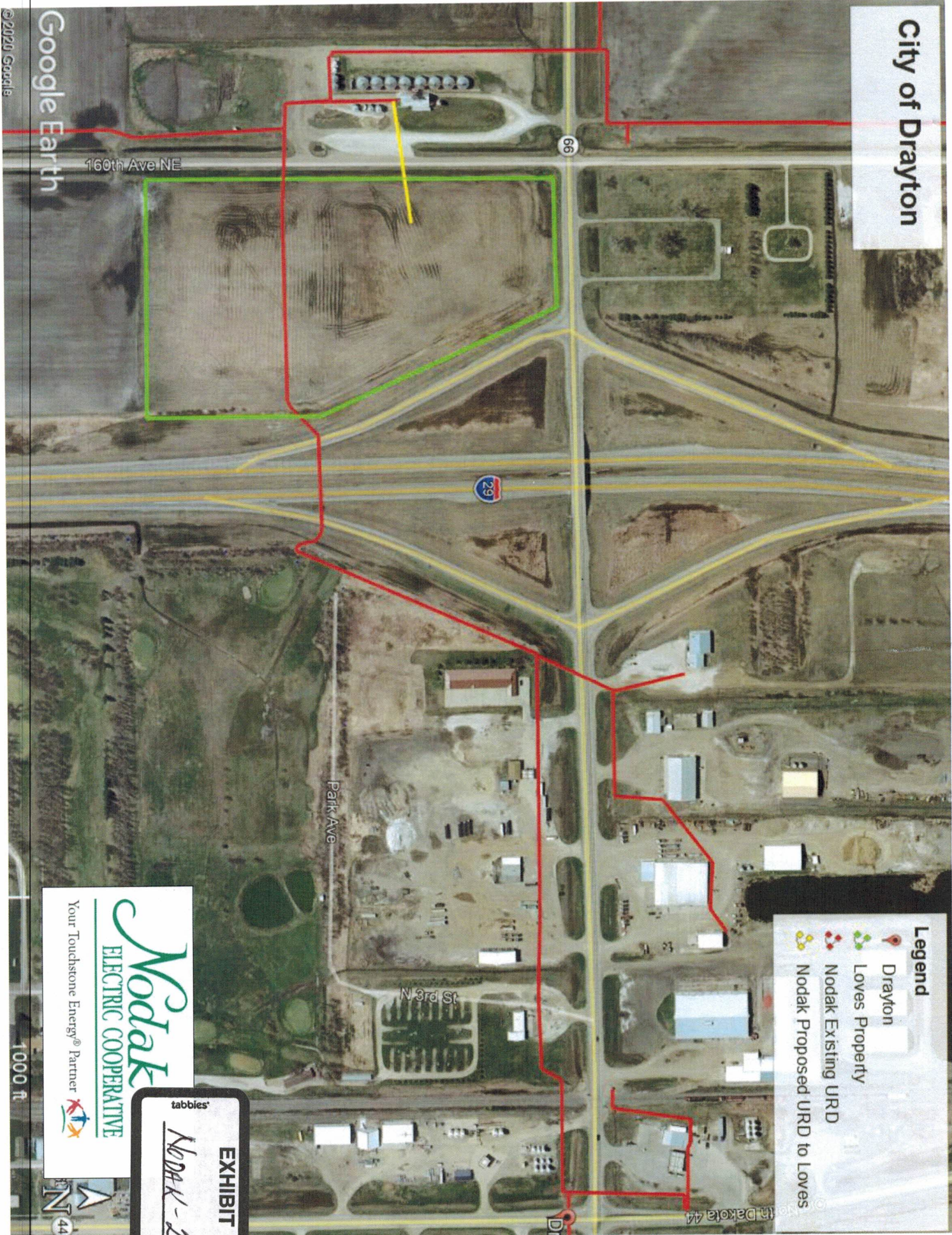


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Special Counsel for Nodak Electric  
Radermacher Law Firm, P.C.  
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LaMoure, ND 58458-0597  
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# City of Drayton



- Legend**
- Drayton
  - Loves Property
  - Nodak Existing URD
  - Nodak Proposed URD to Loves

**Nodak**  
ELECTRIC COOPERATIVE

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*NODAK-2*

**EXHIBIT**

Google Earth

©2020 Google

1000 ft



## Nodak Electric Summary of Project Costs

### Take-off

Material				Labor			
Desc.	Qty	Price/ea.		Desc.	Qty	Price/ea.	
Elbows	3	\$ 525.00	\$ 1,575.00	Install Elbows	3	\$ 55.00	\$ 165.00
URD Cable	350	\$ 8.75	\$ 3,062.50	Install URD	350	\$ 2.00	\$ 700.00
Grounds	1	\$ 95.00	\$ 95.00	Install Ground	1	\$ 125.00	\$ 125.00

### Member Transformer Loc.

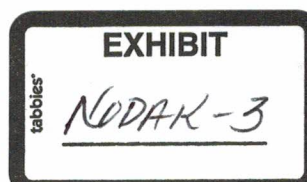
Material				Labor			
Desc.	Qty	Price/ea.		Desc.	Qty	Price/ea.	
Grounds	1	\$ 95.00	\$ 95.00	Install Ground	1	\$ 125.00	\$ 125.00
Elbows	3	\$ 525.00	\$ 1,575.00	Install Elbows	3	\$ 55.00	\$ 165.00
Anode	1	\$ 200.00	\$ 200.00	Install Anode	1	\$ 200.00	\$ 200.00
*Transformer	1	\$ 7,500.00	\$ 7,500.00	Install Transformer	1	\$ 350.00	\$ 350.00
Meter & Meter Socket	1	\$ 600.00	\$ 600.00	Install Meter & Meter Socket	1	\$ 55.00	\$ 55.00
CT's	3	\$ 100.00	\$ 300.00	Install CTs	3	\$ 55.00	\$ 165.00
Elbow Arrestors	3	\$ 90.00	\$ 270.00	Install Elbow Arrestors	3	\$ 55.00	\$ 165.00
Ground Sleeve	1	\$ 850.00	\$ 850.00	Install ground sleeve	1	\$ 200.00	\$ 200.00
				Fleet (all vehicles)			\$ 500.00

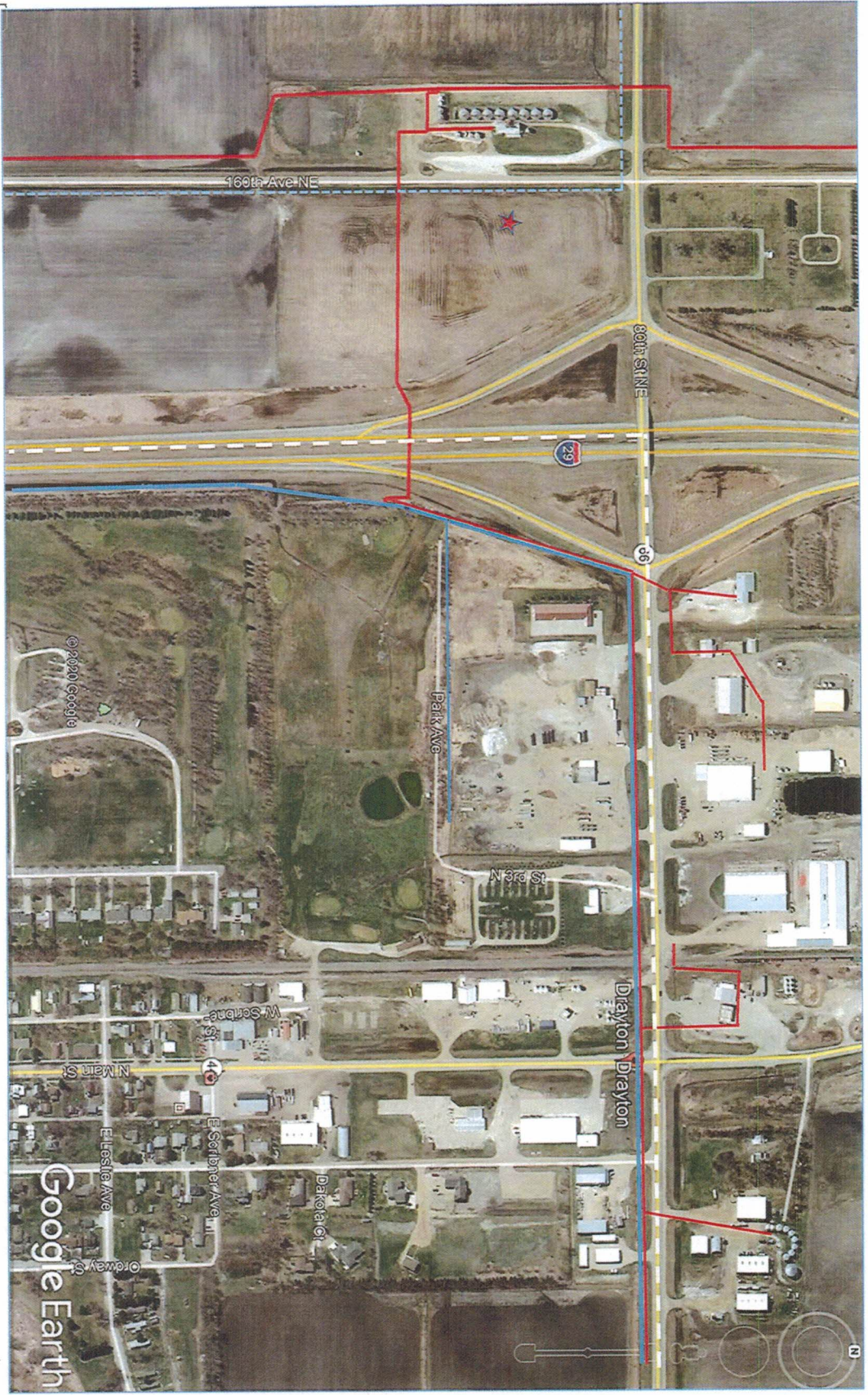
Total Material Cost: \$ 16,122.50

Total Labor Cost: \$ 2,915.00

Total Project Cost: \$19,037.50

\* New - 225 kVA 480/277 transformer





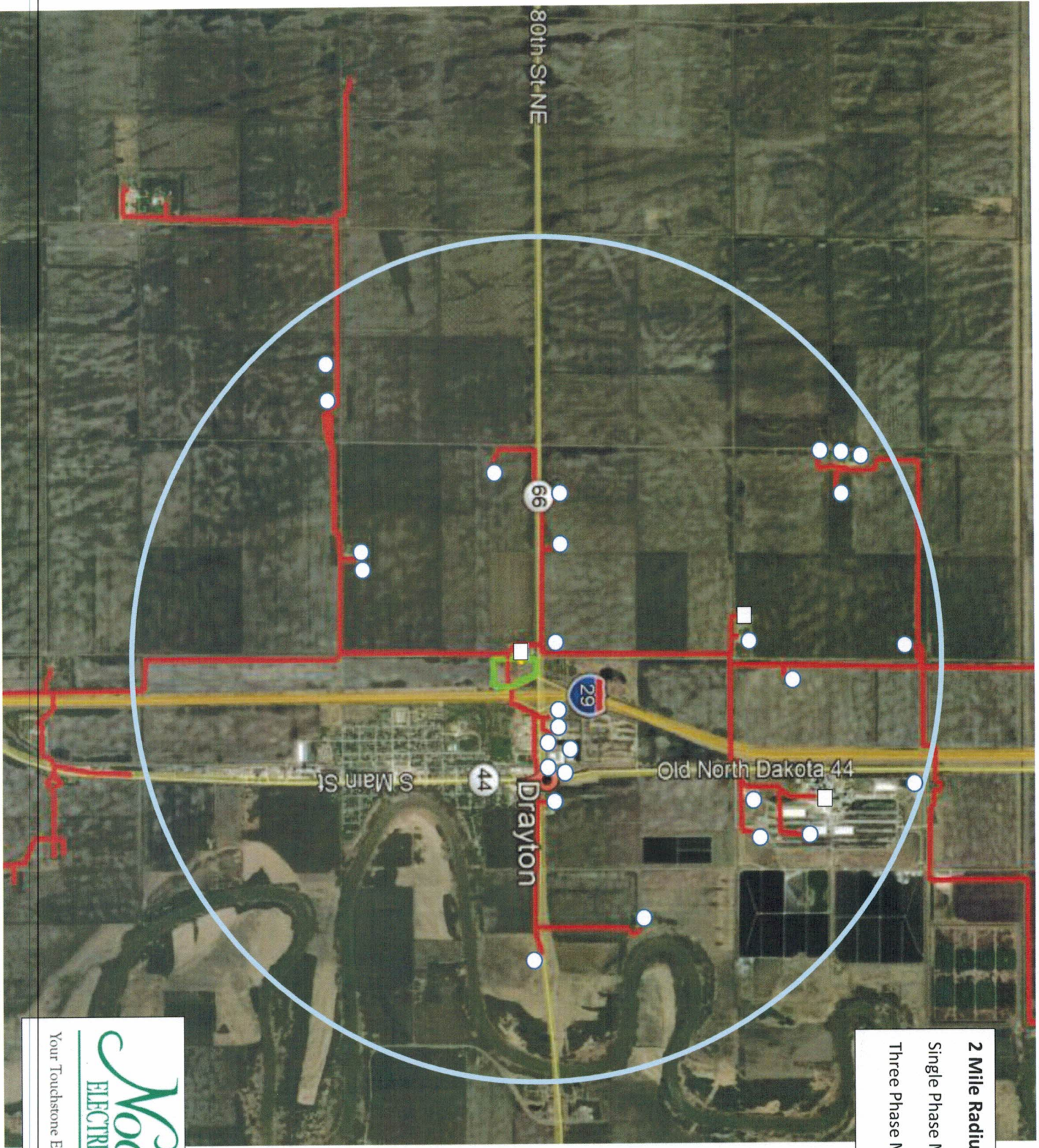
- OTP Transmission Line
- Nodak Distribution Line
- OTP w/Nodak Underbuild
- OTP Transmission w/OTP Underbuild
- Love's Truck Stop Transformer location
- Service Area Boundary Line (white dashed line)

Google Earth

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**EXHIBIT**

*NODAK-4*



**2 Mile Radius:** —

Single Phase Members: ○ (28)

Three Phase Members: □ (3)

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ELECTRIC COOPERATIVE

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**EXHIBIT**

NODAK-5

REC'D MAR 15 1968

MAR 25 1968

*2. 24 3/25*



# Otter Tail Power Company

Jamestown, North Dakota  
March 14, 1968

*Don't forget you  
for the...  
service agreement.  
I've also signed copies  
in the back of these  
agreements  
Jim*

Mr. Jim Coleman, Manager  
Nodak Rural Electric Cooperative, Inc.  
Grand Forks, North Dakota

Dear Jim:

Attached are two copies that we have signed of the service agreement between Nodak and Otter Tail, and I want to thank you for the fine meeting we had, and the way we have been getting along.

I think it will be real good to have a meeting together once a year, and bring up anything that may have bothered either one of us in the year's operation.

Yours very truly,

*B. B. ...*  
Division Manager

RWNygaard/kwm  
Attach:

EXHIBIT  
tabbles  
NODAK-6

## SERVICE AGREEMENT

1. In an earnest and sincere effort to avoid misunderstanding and disagreement over areas to be served by the Nodak Rural Electric Cooperative, Inc., hereafter referred to as the Cooperative, and the Otter Tail Power Company, hereafter referred to as the Company, both parties agree to the following general conditions, and further agree that these conditions as set forth, shall be used as a guide to peacefully settle any differences that may arise.

2. We hereby agree that the Company shall serve all territory located within and adjacent to urban areas served by the Company as outlined on the attached maps, the intent being to avoid any transfer of customers when such areas may be annexed by the municipalities. In general, this adjacent territory shall not extend more than one mile beyond the corporate limits or definitely plotted area in any direction. It is understood that the cooperative and the power company can negotiate, trade or buy properties of either party, if it is mutually agreed in writing by the two parties, and the customers being affected by any such exchange.

3. We further agree that when requests for electric service develop outside of the limits of any community, and the adjacent area as outlined in the attached maps, it shall be assumed that all such loads will be served by the Cooperative.

4. Where it is necessary and desirable to trade or sell territory or areas served by either the Cooperative or the Company, the price of the property to be sold or transferred shall be the depreciated value of the property plus an amount equal to two times the gross earnings of the property during the preceding year.

5. If the operation of this agreement requires considerable expense in the construction or retirement of line to either party to accomplish its purpose, the resultant expenses shall be equitably shared by both parties, or as may be mutually agreed prior to such relocation.

6. It is realized that the foregoing agreement will not cover all conditions which may arise, but if followed in good faith by both parties, will serve as a guide to future developments and growth of our respective organizations, and to the best interest of the consumers involved.

7. Upon mutual agreement, any maps, prints, revisions, or sketches used to further describe territory changes shall become a part of the agreement.

These consist of as follows:

<u>Map Description</u>	<u>Date Made Part of This Agreement</u>	<u>Company Initials</u>	<u>Cooperative Initials</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. It is also agreeable to both parties, that sometime within the month of January or February, the Board of Directors of the Cooperative and the Manager and people so designated by the Otter Tail Power Company, will get together for a meeting to discuss any problems that may have occurred the last year, and talk about any further agreements that may take place.

Dated February 19, 1968

Nodak Rural Electric Cooperative, Inc.

Attest: Harvey T. Ballentine  
Its Secretary

By Robert Kinney  
President

Corporate Seal

Dated February 19, 1968

Otter Tail Power Company

Attest: John M. West  
Its Secretary

By Albert V. Smith  
President

Corporate Seal

North Dakota 19 Grand For

July 28, 1972

A special meeting of the Board of Directors of the Nodak Rural Electric Cooperative, Inc. was called to order by President Harvey Tallackson at 5 p. m. in the meeting room of the Devils Lake Elks Club on Friday, July 28, 1972. In conjunction with this special Board Meeting, the Annual Area Service Agreement Meeting between the officials of the Otter Tail Power Company and the Nodak Rural Electric Cooperative Board of Directors was held.

Present were all members of the Nodak Board of Directors and Nodak Manager James F. Coleman. Otter Tail Power Company officials who were present were as follows:

<u>Name</u>	<u>Title</u>	<u>City</u>
Mr. & Mrs. Robert W. Nygard	Division Manager	Jamestown
Mr. & Mrs. Fred Bauer	District Manager	Rugby
Mr. & Mrs. John MacFarlane	District Manager	Langdon
Mr. & Mrs. Earl Sjoberg	District Manager	Devils Lake
Mr. & Mrs. Jim Shannon	Office Manager	Langdon
Mr. & Mrs. Wes Nelson	Division Engineer	Devils Lake
Mr. & Mrs. Royal Berstler	Industrial Representative	Jamestown

Various items pertaining to the Area Service Agreement which had existed since April, 1958, were discussed, and Mr. Tallackson stated that, as far as the Nodak Electric Cooperative was concerned, no revisions were suggested at this time, and he wished to thank the Otter Tail Power Company for the excellent cooperation during the past year, as well as during the entire period since the agreement had been in effect.

Mr. Nygard stated that the Area Service Agreement with Nodak was by far the most effective agreement over the longest period of time which his company had ever entered into with any electric cooperative, and that as far as his company was concerned, no revisions were suggested at this time.

Mr. Nygard mentioned that a company owned by one of his company's Directors was planning on establishing a machinery display lot somewhere outside of the city limits of Devils Lake; however, that the location had not been definitely settled. Manager Coleman indicated that he was sure that an agreeable arrangement could be worked out when the location was selected. Tentative plans for development of residential and recreational areas around the city of Devils Lake and in the vicinity of the ABM sites were discussed.

Coleman pointed out that in all probability a substation would be required in 1973 by Minnkota in the area southwest of Minto, North Dakota, and that this would probably be located on Otter Tail Power Company's transmission line in that vicinity.

There being no further business, the meeting adjourned. This meeting was followed by a dinner hosted by the Nodak Rural Electric Cooperative, Inc.

---

Raymond Trosen, Secretary

seal



NODAK ELECTRIC COOPERATIVE, INC.  
Grand Forks, North Dakota

Policy Bulletin No. 402

**NEW LINE EXTENSIONS**

The Cooperative will build all extensions of facilities in the most direct and inexpensive manner possible. The customer requesting service will be required to sign an agreement to pay a minimum charge for a period of at least five years from the date service is made available. As a general rule, all new construction shall be placed underground; however, the cooperative reserves the option of constructing facilities overhead in cases where it deems it impractical to place the facilities underground due to rocky soil conditions, the temporary nature of the installation, etc.

No permanent service will be provided adjacent to the lake, Devils Lake, below the elevation of 1,460 feet unless the site has been approved for construction of an Insurable Structure, and a Floodplain Development Permit has been issued by the Floodplain Administrator of Ramsey County. If electric service is requested adjacent to the lake, Devils Lake, below the elevation of 1,460 feet and a Floodplain Development Permit is not available, the site will be classified as temporary in which case, Policy Bulletin No. 404 – Availability of Temporary Electric Service, shall apply.

If there is a request for new electric service that would utilize a distribution line within five years of being installed that had required a new service aid to construction payment, the party/parties requesting the new service will be required to equally share a five-year prorated aid to construction charge based on the charge that the original first party paid for the section of distribution line that will be equally shared. The prorated share of the aid to construction charge will be collected from the new party/parties and refunded to the original party.

**1. Single-Phase Service Connections**

**Investment:**

New Accounts - New accounts shall be grouped into one of the following categories with the accompanying minimum requirement:

- Secondary service extension only – requires an annual minimum equal to the facility charge for five years.
- Plotted housing developments that are designed to serve multiple locations per transformer – requires an annual minimum of \$800 for five years. (The minimum may be waived if the new line extension is for service to a permanent structure, such as a home or business located in a plotted area that will result in multiple locations being served per transformer.)
- Primary service extension– requires an annual minimum of \$1,200 for five years. (The minimum is based on Nodak's average investment divided equally over five years.)

The Cooperative reserves the right to determine which of the above formulas will be used to determine the minimum charge.

**Aid to Construction:**

If the distance required to serve a new customer is over 600 feet, an aid to construction payment of \$3.00 per foot will be required for the distance beyond 600 feet. (This is equal to 100% of the average cost per foot for investments beyond 600 feet.) Any special construction expenses such as directional boring and tree clearing will be billed additional at cost.

**2. Multi-Phase Service Connections**

When a customer has a need for multi-phase service, service will be furnished under the following conditions:

**Investment:**

New Accounts - New accounts shall be grouped into one of the following categories with the accompanying minimum requirement:

- Secondary service extension only – requires an annual minimum equal to the facility charge for five years
- Primary service extension:
  - Two-phase requires an annual minimum of \$1,800 for five years.
  - Three-phase requires an annual minimum of \$2,400 for five years. (The minimums are based on Nodak’s average investment for each category divided equally over five years.)

The Cooperative reserves the right to determine which of the above formulas will be used to determine the minimum charge.

**Aid to Construction:**

If the distance required to serve a new customer is over 600 feet, an aid to construction payment of \$6.00 per foot for two-phase, or \$9.00 per foot for three-phase will be required for the distance beyond 600 feet. (This is equal to 100% of the average cost per foot for investments beyond 600 feet.) Any special construction expenses such as directional boring and tree clearing will be billed additional at cost.

**3. Line Extension to Low Load Factor Accounts**

Low load factor accounts would consist of, but not limited to: irrigation, drain tile pumps, billboard signs, highway monitoring equipment, pasture wells, railroad services and any other services that would require at 15 kVa or smaller transformer, or have usage only part of the year.

Line extension charges would be based on total construction charges and no annual minimum

**4. Deposit**

If the customer requesting electric service does not have a good credit rating or is not a member in good standing, an advance cash deposit equal to Nodak’s investment will be required. The deposit plus interest will be refunded to the original customer after the initial term of the agreement has been fulfilled.

The cooperative may waive the deposit requirement if a second party, who has a good credit rating or is a Nodak customer in good standing, cosigns the application for electric service.

A customer may elect to make a cash payment toward the construction cost for the purpose of reducing the investment or for the purpose of reducing the initial term of the agreement.

**4. Single-Phase to Multi-Phase Conversion**

If a customer requests a conversion from single-phase to multi-phase, it shall be the policy of the cooperative to treat the additional facilities as a new line extension as per Section 2 of this policy. The aid to construction referred to in Section 2 shall be based on the new plant that is being required to convert the service from single phase to multi-phase.

**5. Metering of New Service Connections**

It is the general policy of the cooperative to require separate metering for each dwelling receiving service from the cooperative. It is recognized that a number of existing services with two or more dwellings are receiving service under one meter. In these situations, when one of the residences installs "off-peak" electric heating, and the cooperative is required to make a substantial investment to increase its capacity to provide this service, the cooperative may require that each residence be metered as a separate account.

**6. System Improvements for Large Loads**

When a customer or potential new customer requests electric service and the loading is of a nature that it very likely will cause system problems, especially power quality issues, a study will need to be conducted by Nodak to determine if adequate system capacity is available.

If Nodak determines that there is not adequate system capacity and additional system improvements are needed to supply this customer's request, an aid to construction payment may be required to cover the cost of these improvements. Such improvements may be but are not limited to increasing the conductor size and/or number of conductors, adding voltage regulation, modifying sectionalizing equipment, etc. When conducting a study, attention will be given to all existing customers on the line to make sure that their present electrical needs are included in the study. It is also expected that the new electric load will comply with the provisions of Policy 414 – Power Quality Criteria for Large Loads.

**7. New Service in an Existing Yard**

In the event where a current customer requests a new service within 600 feet of their existing service, the existing service would be required to have a five-year minimum commitment equal to the actual cost of the new service. The new and existing service minimum commitments would be concurrent.

## Nodak Electric Cooperative

Rate 501.2 Commercial and Industrial Distribution delivered 3 Phase (controlled)

	Love's Travel Stop Retail Charges	Capital Credit Allocation	Nodak Electric Power Cost	Cost of Service	Nodak Net Revenue
Year 1	\$ 57,416.00	\$ 1,240.19	\$ 50,366.00	\$ 785.54	\$ 5,024.27
Year 2	\$ 58,656.19	\$ 1,266.97	\$ 50,366.00	\$ 809.11	\$ 6,214.11
Year 3	\$ 58,771.02	\$ 1,269.45	\$ 50,366.00	\$ 833.38	\$ 6,302.18
Year 4	\$ 58,771.02	\$ 1,269.45	\$ 50,366.00	\$ 858.38	\$ 6,277.18
Year 5	\$ 59,787.28	\$ 1,291.41	\$ 51,272.59	\$ 884.13	\$ 6,339.16
Year 6	\$ 60,309.77	\$ 1,302.69	\$ 51,272.59	\$ 910.66	\$ 6,823.83
Year 7	\$ 60,206.42	\$ 1,300.46	\$ 51,272.59	\$ 937.98	\$ 6,695.40
Year 8	\$ 60,476.27	\$ 1,306.29	\$ 51,272.59	\$ 966.12	\$ 6,931.28
Year 9	\$ 60,476.27	\$ 1,306.29	\$ 51,272.59	\$ 995.10	\$ 6,902.30
Year 10	\$ 60,476.27	\$ 1,306.29	\$ 51,272.59	\$ 1,024.95	\$ 6,872.45

Retail Charges based on similar full service truck stop in Nodak Electric's Service Area.

Power Supply Cost increased in year 5 as per Suppliers Long Range Forecast

Cost of Service is based on our expenses per service location increased by 3% annually

Love's retail Charges increased as per Nodak Electric's long-range financial forecast totaling 5.33% over 8 years

Nodak's Service location investment will be recovered in approximately 3.25 years

Capital Credit Allocations for C&I Rate Class average 2.16% of revenue

**EXHIBIT**

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*NODAK-8*

## Nodak Electric Cooperative

Rate 501.2 Commercial and Industrial Distribution delivered 3 Phase (uncontrolled)

	Love's Travel Stop		Capital Credit		Nodak Electric		Nodak Net Revenue	
	<u>Retail Charges</u>		<u>Allocation</u>		<u>Power Cost</u>		<u>Cost of Service</u>	
Year 1	\$ 93,351.00		\$ 2,016.38		\$ 80,781.00		\$ 785.54	\$ 9,768.08
Year 2	\$ 95,367.38		\$ 2,059.94		\$ 80,781.00		\$ 809.11	\$ 11,717.34
Year 3	\$ 95,554.08		\$ 2,063.97		\$ 80,781.00		\$ 833.38	\$ 11,875.74
Year 4	\$ 95,554.08		\$ 2,063.97		\$ 80,781.00		\$ 858.38	\$ 11,850.73
Year 5	\$ 97,206.40		\$ 2,099.66		\$ 82,235.06		\$ 884.13	\$ 11,987.55
Year 6	\$ 98,055.89		\$ 2,118.01		\$ 82,235.06		\$ 910.66	\$ 12,792.17
Year 7	\$ 97,887.86		\$ 2,114.38		\$ 82,235.06		\$ 937.98	\$ 12,600.45
Year 8	\$ 98,326.61		\$ 2,123.85		\$ 82,235.06		\$ 966.12	\$ 13,001.58
Year 9	\$ 98,326.61		\$ 2,123.85		\$ 82,235.06		\$ 995.10	\$ 12,972.60
Year 10	\$ 98,326.61		\$ 2,123.85		\$ 82,235.06		\$ 1,024.95	\$ 12,942.74

Retail Charges based on similar full service truck stop in Nodak Electric's Service Area.

Power Supply Cost increased in year 5 as per Suppliers Long Range Forecast

Cost of Service is based on our expenses per service location increased by 3% annually

Love's retail Charges increased as per Nodak Electric's long-range financial forecast totaling 5.33% over 8 years

Nodak's Service location investment will be recovered in approximately 1.8 years

Capital Credit Allocations for C&I Rate Class average 2.16% of revenue

# Nodak Electric 5 Year Average Rate of Return

Controlled

	Cash Flow	Cumulative Cash Flow	Average Rate of Return
Year Zero	\$ (19,037.50)	\$ (19,037.50)	$\frac{\$ 11,119.40}{\$ 19,037.50} / 5 \text{ years} = \boxed{11.7\%}$
Year 1	\$ 5,024.27	\$ (14,013.23)	
Year 2	\$ 6,214.11	\$ (7,799.12)	
Year 3	\$ 6,302.18	\$ (1,496.94)	
Year 4	\$ 6,277.18	\$ 4,780.25	
Year 5	\$ 6,339.16	\$ 11,119.40	

Net Cash flow / Capital Investment = Return on Investment or Rate of Return

3.25 Years to recover initial capital investment

tabbles®

EXHIBIT

NBNAE-9

# Nodak Electric 5 Year Average Rate of Return (Uncontrolled)

	Cash Flow	Cumulative Cash Flow		Average Rate of Return
Year Zero	\$ (19,037.50)	\$ (19,037.50)		
Year 1	\$ 9,768.08	\$ (9,269.42)		
Year 2	\$ 11,717.34	\$ 2,447.92		
Year 3	\$ 11,875.74	\$ 14,323.65		
Year 4	\$ 11,850.73	\$ 26,174.39		
Year 5	\$ 11,987.55	\$ 38,161.94		
			$\frac{\$ 38,161.94}{\$ 19,037.50} / 5 \text{ years} = $	40.1%

Net Cash flow / Capital Investment = Return on Investment or Rate of Return

1.8 Years to recover initial capital investment

# Nodak Electric Cooperative

Love's Travel Stop Drayton Location

Total Cost of New Service Extension	\$19,037.50
Nodak's 5-year average System Wide Rate of Return	2.61%
ROI required to meet 5-year average	\$ 496.88
Estimated Annual Revenue (985,320 KWH) Controlled	\$57,416
Wholesale Power Cost	\$50,366
Estimated Net Revenue	\$ 7,050
Capital Credit Allocation	(\$ 1,240)
Net Contribution of Costs after Capital Credits	\$ 5,313

**EXHIBIT**

tabbles®

NODAK-10

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Nodak Electric Cooperative, Inc.,            )  
  Complainant,                                    )  
  )  
  - vs -    )  
  )  
Otter Tail Power Company,                    )  
  Respondent.                                        )

**CERTIFICATE OF ELECTRONIC SERVICE**

Case No. PU-20-356

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STATE OF NORTH DAKOTA    )  
  )ss  
COUNTY OF LAMOURE        )

[1] I, Kimberly J. Radermacher, do hereby certify that on April 14, 2021, I served the following documents:

**A. Nodak Electric’s Prehearing Memorandum with Attached Exhibits**

[2] by sending a true and correct copy thereof via email to:

**North Dakota Public Service Commission at [ndpsc@nd.gov](mailto:ndpsc@nd.gov)  
ALJ Timothy J. Dawson at [tjdawson@nd.gov](mailto:tjdawson@nd.gov)  
John Hamre at [jghamre@nd.gov](mailto:jghamre@nd.gov)  
Brian L. Johnson at [brljohnson@nd.gov](mailto:brljohnson@nd.gov)  
Paul Sanderson at [psanderson@esattorneys.com](mailto:psanderson@esattorneys.com)  
John M. Schuh at [jschuh@nd.gov](mailto:jschuh@nd.gov)**

[3] To the best of my knowledge, information and belief, such addresses are the actual email/postal addresses of the parties intended to be served. That the above document was duly e-mailed or mailed in accordance with the applicable provisions of North Dakota law.

Dated this 14<sup>th</sup> day of April, 2021.



---

Kimberly J. Radermacher (#05856)  
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