

Hamre, John G.

From: efilmingmail@tylerhost.net
Sent: Tuesday, September 14, 2021 10:30 AM
To: Hamre, John G.
Subject: Filing Accepted for Case: 08-2021-CV-01508; Nodak Electric Cooperative, Inc. vs. North Dakota Public Service Commission, et al.; Envelope Number: 4451905

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Filing Accepted

Envelope Number: 4451905

Case Number: 08-2021-CV-01508

Case Style: Nodak Electric Cooperative, Inc. vs. North Dakota Public Service Commission, et al.



The filing below was reviewed and has been accepted by the clerk's office. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
Court	Burleigh County - South Central District
Case Number	08-2021-CV-01508
Case Style	Nodak Electric Cooperative, Inc. vs. North Dakota Public Service Commission, et al.
Date/Time Submitted	9/13/2021 3:54 PM CST
Date/Time Accepted	9/14/2021 10:29 AM CST
Accepted Comments	
Filing Type	Exhibit
Filing Description	CR Exhibit 6 Affidavit of Service, Cert. Mail - Complaint and Motion - part 2 of 2
Activity Requested	EFileAndServe
Filed By	John Hamre
Filing Attorney	John Schuh

Document Details	
Lead Document	6 - CR Exhibit 6 Affidavit of Service Cert. Mail - Complaint and Motion - part2.pdf
Lead Document Page Count	10
File Stamped Copy	View Stamped Document
This link is active for 30 days. If the link above is not accessible, copy this URL into your browser's address bar to view the document:	

<https://northdakota.tylerhost.net/ViewDocuments.aspx?FID=90a48e8f-4ab7-4d0b-8e4e-530c35f0ce0b>

For technical assistance, contact your service provider or
North Dakota Court's Information Technology Department 701-328-4218
Please do not reply to this email. It was automatically generated.

RECD MAR 15 1968

MAR 25 1968



Otter Tail Power Company

Jamestown, North Dakota
March 14, 1968

2 24 3/68
Dear Jim, I hope you
will find this in time to your
account & please
Let me sign it for you
in the back of this
agreement
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,

Division Manager

EWNygard/kwm
Attach:

EXHIBIT
tabbles
Nodak #1

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. Erickson
Its Secretary

By Robert Finney
President

Corporate Seal

Dated February 19, 1968

Otter Tail Power Company

Attest: John M. West
Its Secretary

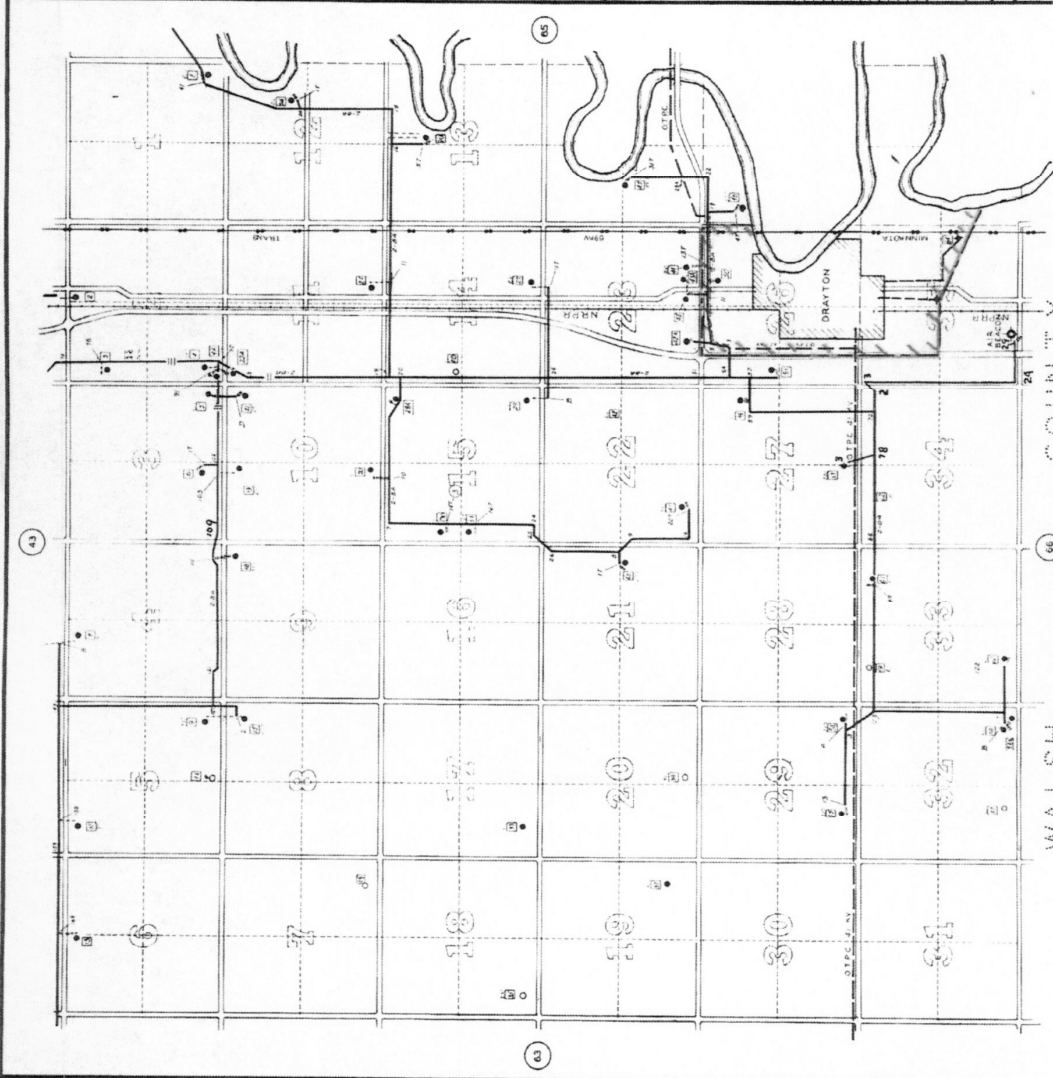
By Albert V. Smith
President

Corporate Seal

NODAK RURAL ELECTRIC COOPERATIVE, INC.

AREA NO. NORTH DAKOTA 19 GRAND FORKS
GRAND FORKS, NORTH DAKOTA

TOWNSHIP OF **DRAYTON**
 COUNTY OF **PEMBINA**
T 159 N
R 51 W
 ORIGINAL DRAWING BY J.W.J. DATED 12-22-44
 L.S. 12-22-44
 FIELD CHECK BY
 DATE
 BY
 CHECKED BY
 DATE
 BY
 APPROVED BY
 GENERAL ENGINEERING COMP.
 GRAND FORKS, N. D.
 DRAWING NO. **401**



SEE MAP REFERENCE NO. **4**

ADDITION

RTH DAKOTA
 QUARTER SECTION 26, T159N, R51W

LEGEND

○	5/8" x 18" LONG REBAR, MONUMENT 5" CAP MARKED BY LIC. NO. LS-6703
●	MONUMENT FOUND
—	SUBJECT PROPERTY LINE
- - -	EXISTING PROPERTY LINE
- - - -	EASEMENT LINE
- - - - -	ACCESS CONTROL LINE
- - - - - 799 - - - - -	EXISTING CONTOUR LINE
[Pattern]	AREA NOT WITHIN 100 YEAR FLOODPLAIN

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Tyler L.E. McFarland and Christine McFarland, husband and wife, owners of a parcel of land located in that part of the North Half of the Northwest Quarter of Section 26, Township 159 North, Range 51 West of the Fifth Principal Meridian, Pembina County, North Dakota, being more particularly described as follows:

That part of the North Half of the Northwest Quarter of Section 26, Township 159 North, Range 51 West, 5th Principal Meridian, Pembina County, North Dakota, lying westerly of the west right of way line of Interstate Highway 29, less and except the North 164.00 feet thereof.

Containing 16.408 acres, more or less.

Said owners have caused the above described parcel of land to be surveyed and platted as "McFARLAND'S ADDITION" to the City of Drayton, Pembina County, North Dakota, and do hereby dedicate to the public, for public use, the streets, avenues and utility easements as shown on this plat and do hereby dedicate to Lot 1 the 30 foot wide private utility easement in Lot 2 for the purposes so stated.

OWNER:

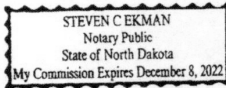
Tyler L.E. McFarland
 By: Tyler L.E. McFarland

Christine McFarland
 By: Christine McFarland

State of North Dakota }
 County of Pembina } SS

On this 8 day of August, 2019 before me, a notary public within and for said County and State, personally appeared Tyler L.E. McFarland and Christine McFarland, husband and wife, known to me to be the people that are described in and who executed the within instrument, and acknowledged to me that they executed the same as a free act and deed.

Notary Signature
 Notary Public



BENCHMARK

NGS MONUMENT "ROBBIN" THE MARK IS A PUNCH MARK ON THE TOP OF A DRIVEN 1/2 INCH DIAMETER BY 28 FT LONG STAINLESS STEEL ROD WITH A 3 FT PLASTIC STABILIZER SLEEVE. ACCESS TO THE DATUM POINT IS THROUGH A 5 INCH LOGO CAP THAT IS FLUSH WITH THE GROUND, STAMPED—ROBBIN 1994—, SET ON TOP OF A 5 INCH DIAMETER BY 24 INCH LONG PVC PLASTIC PIPE FILLED WITH SILICA SAND AND SET IN CONCRETE. A METAL SPIKE WAS PLACED IN THE SILICA SAND MAKING THE MARK MAGNETIC. THE MARK IS LOCATED IN THE NW 1/4 OF SECTION 28, T159N, R50W, 0.9 MILES EAST OF THE TOWN OF ROBBIN, 0.9 MILE EAST ALONG TRUNK HIGHWAY 11 FROM THE BRIDGE OVER THE RED RIVER, AT TRUNK HIGHWAY 11 MILEPOINT 0.9, 80.5 FEET SOUTH OF TRUNK HIGHWAY 11, 72 FEET EAST OF TOWNSHIP ROAD, 45.0 FEET NORTH-NORTHEAST OF A POWER POLE, 3.1 FEET EAST OF A WITNESS POST. ELEVATION = 798.80 NAVD88 DATUM.

DRAYTON CITY COUNCIL APPROVAL

By resolution duly passed by the City Council of Drayton, North Dakota, this 12th day of August, 2019, the plat of "McFARLAND'S ADDITION", as shown herein was duly approved and acc and the plat ordered filed in the office of the Recorder of Pembina County North Dakota; a copy of the same to be filed in the office of the City Auditor.

Charles Olson
 Charles Olson, Mayor Date: 8/15/2019

Attest: *Grace Puppe*
 Grace Puppe, City Auditor Date: 8/15/19

255638 Page 1 of 1
 Pembina Co. Clerk Recorder Recorded: 8/19/2019 at 10:20 AM
 Return To: STEVEN C. EKMAN P.C.
 PO BOX 70

GRAFTON ND 58237

255638 \$20.00
 Pembina Co. Clerk Recorder, ND 8/19/2019 10:20 AM
 I certify that this instrument was filed for record this date
 KAY NEWELL BRAGET, County Recorder

By: *Kay Newell Braget*



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Gregg Stroeing, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat.

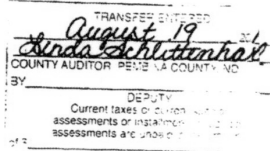
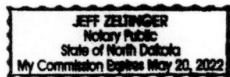
Gregg Stroeing
 Gregg Stroeing, Professional Land Surveyor
 North Dakota License Number LS-6703

Date: 8/2/19

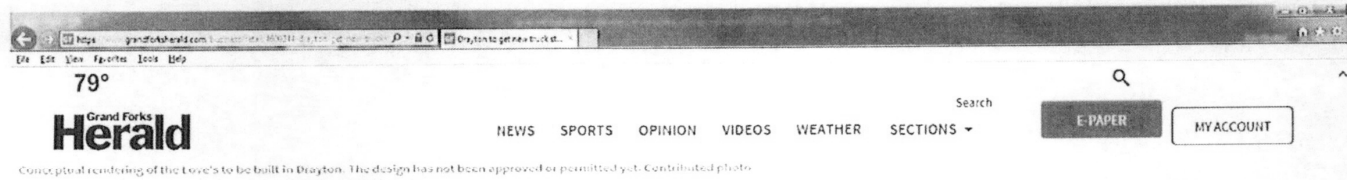
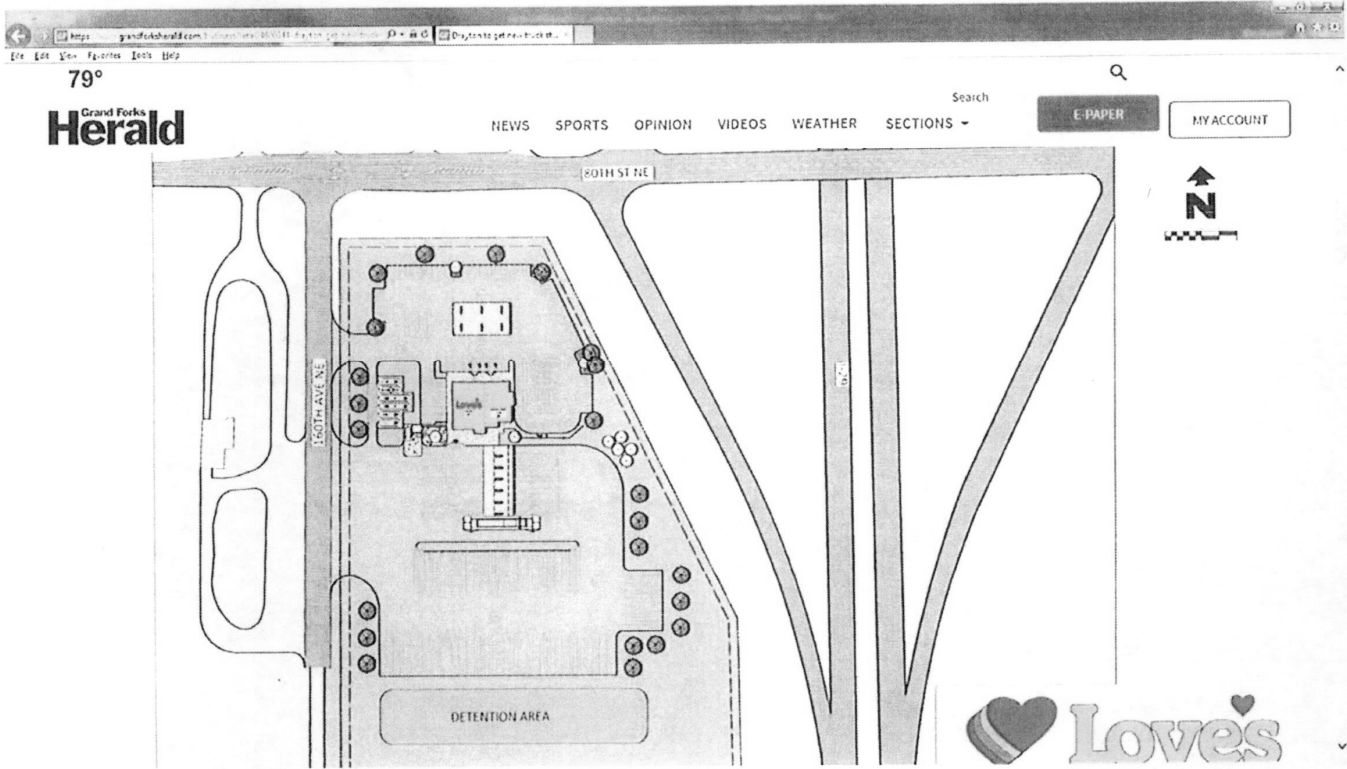
State of North Dakota }
 County of Cass } SS

On this 2 day of AUGUST, 2019 before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Signature
 Notary Public







Conceptual rendering of the Love's to be built in Drayton. The design has not been approved or permitted yet. Contributed photo.

Drayton is expected to get a Love's truck stop, and with it more than two dozen new jobs.

Mayor Chip Olson confirmed the company is coming to Pembina County. The truck stop will be on the corner of 80th Street Northeast and 160th Avenue Northeast, right off of I-29. The facility will cost between \$8 million and \$10 million dollars to construct.

Olson said the city has annexed the land, but he isn't sure when construction will start. He said it could be either later this spring or as late as next spring. Steve Walters, real estate project manager for Love's, said there is no beginning date for construction because of snow and major flooding in the region.

The facility will include showers, a laundry facility and a convenience store.

Walters said the truck stop will add anywhere from 25 new jobs to 40 jobs. There will be three to five managerial positions.

'Love's approached the city about building a truck stop in town, which we're obviously really excited about because it will bring a bunch of jobs to town,' Olson said. 'A lot of towns our size would kill to have that many jobs brought to town.'

Love's has nearly 500 travel stops in 41 states, two of which are in North Dakota, Walters said.

Related Topics

- DRAYTON
- TRUCK STOP
- PEMBINA COUNTY

*Yellow - Country Store
 Red - Travel Stop
 Blue - Hotel*

APPROVED

DATE 26 Aug. 2020 STATE OF NORTH DAKOTA


PUBLIC SERVICE COMMISSION

Nodak Electric Cooperative, Inc.
vs. Otter Tail Power Company
Complaint

Case No. PU-20-356

MOTION

August 26, 2020

I move the Commission find the Complaint filed by Nodak Electric Cooperative, Inc. on July 29, 2020, states a *prima facie* case, and serve the Complaint on the Respondent in Nodak Electric Cooperative, Inc., vs. Otter Tail Power Company, Complaint, Case No. PU-20-356.

PF