

Hamre, John G.

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Sent: Tuesday, September 14, 2021 4:07 PM
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: 4453378

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Filing Accepted

Envelope Number: 4453378

Case Number: 08-2021-CV-01508

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



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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	9/14/2021 1:30 PM CST
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Filing Description	CR Exhibit 44 Exhibit Nodak 6 - Service Area Agreement between Nodak and OTP
Activity Requested	EFileAndServe
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Document Details	
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North Dakota Court's Information Technology Department 701-328-4218
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REC'D MAR 15 1968

MAR 25 1968

*9. 3/25
Don't forget you
must have a copy of the
service agreement.
This will appear to you
in the back of this
agreement.*



Otter Tail Power Company

Jamestown, North Dakota
March 14, 1968

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,

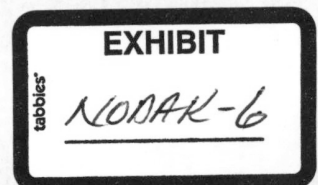
Division Manager

RW Nygard/kwm
Attach:

CR Exhibit 44 Exhibit Nodak 6 - Service Area Agreement between Nodak and OTP

50 PU-20-356 Filed: 4/16/2021 Pages: 5
Exhibit Nodak 6 - Service Area Agreement between
Nodak and OTP

Nodak Electric Cooperative, Inc.



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

Attest: Harvey T. Callahan
Its Secretary

Corporate Seal

Nodak Rural Electric Cooperative, Inc.

By Robert Kinney
President

Dated February 19, 1968

Attest: John M. West
Its Secretary

Corporate Seal

Otter Tail Power Company

By Albert V. Smith
President

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

