

Hamre, John G.

From: efilmingmail@tylerhost.net
Sent: Wednesday, September 15, 2021 8:56 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: 4453567

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Filing Accepted

Envelope Number: 4453567

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	9/14/2021 2:16 PM CST
Date/Time Accepted	9/15/2021 8:55 AM CST
Accepted Comments	
Filing Type	Exhibit
Filing Description	CR Exhibit 67 Letter enclosing copies of Board of Railroad Commissioners documents - 1of2 Case No. 08-2021-CV-01508
Activity Requested	EFileAndServe
Filed By	John Hamre
Filing Attorney	John Schuh

Document Details	
Lead Document	67 - CR Exhibit 67 Letter enclosing copies of Board of Railroad Commissioners documents - 1of2.pdf
Lead Document Page Count	7
File Stamped Copy	View Stamped Document
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July 13, 2021

HAND DELIVERED

Mr. Steve Kahl
Executive Secretary
North Dakota Public Service Commission
600 E Boulevard Ave, Dept 408
Bismarck, ND 58505-0480

RE: Case No. PU-20-356: Nodak Electric Cooperative, Inc. vs Otter Tail Power
Company Complaint

Enclosed for filing in connection with the above referenced proceeding are an original of
this letter and the following documents:

1. Otter Tail Power Company's September 22, 1931 letter providing to the Board of Railroad Commissioners (now known as the Public Service Commission) a copy of the franchise granted by the City of Drayton to Otter Tail Power Company, and requesting a Certificate of Convenience and Necessity to operate in Drayton.
2. The Board of Railroad Commissioners' September 26, 1931 Notice of Hearing re Otter Tail Power Company's request for a Certificate of Public Convenience and Necessity to furnish electric service in Drayton, North Dakota.
3. The Board of Railroad Commissioners' September 26, 1931 letter notifying the City of Drayton re Otter Tail Power Company's request for a Certificate of Public Convenience and Necessity to furnish electric service in Drayton, North Dakota
4. Pages from the "Forty-First and Forty-Second Annual Report of the North Dakota Board of Railroad Commissioners to the Governor" listing applications filed with the North Dakota Board of Railroad Commissioners related to electric service in Drayton:
 - a. Case No. I-2132: Joint Application of J. P. and Clara Larson to sell and Otter Tail Power Company to buy the electric utility property at Drayton. Granted September 12, 1931.
 - b. Case No. I-2143: Application of Otter Tail Power Company for authority to change the electric service at Drayton from direct to alternating current. Granted October 9, 1931.
 - c. Case No. I-2145: Filing of reduced schedule of electric rates for Drayton. Approved October 9, 1931.

75 **PU-20-356** Filed: 7/13/2021 Pages: 12
Letter enclosing copies of Board of Railroad
Commissioners documents

Public Service Commission

Patrick Fahn

- d. Case No. I-2148: Filing reduced schedule of street lighting rates for Drayton.

Best regards

A handwritten signature in cursive script that reads "Patrick Fahn".

Patrick Fahn
Director, Public Utilities Division

Otter Tail Power Company



Office at
Fergus Falls, Minnesota.

Vernon A. Wright, President.
C. S. Kennedy, Vice Pres. & Gen. Mgr.
Samuel F. Adams, Vice Pres. & Treas.
W. L. Hatch, Secretary.

Journal

September 22, 1931



Board of Railroad Commissioners,
Bismarck, North Dakota.

Gentlemen:

We are inclosing herewith copy of franchise granted to us by the City of Drayton, North Dakota, and we hereby make application for a Certificate of Convenience and Necessity to operate in Drayton.

Yours very truly,

OTTER TAIL POWER COMPANY

C. S. Kennedy
General Manager.

CSK:AF

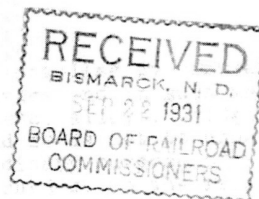
Incl.

*OK - JAW
9.26.31*

This is to certify that the attached is a true and complete copy of Ordinance No. 98 as passed by the City of Drayton, N. Dak. on Sept- 8th 1931 granting to Otter Tail Power Company the right to build maintain and operate an electric distribution system and carry on the business of supplying energy to the inhabitants of said City.

A. Roberts
Secretary

Signed this 21st day of Sept 1931



An Ordinance granting to the Otter Tail Power Company, a Minnesota corporation, its successors and assigns, permission to erect, construct, install and maintain within the City of *Drayton, North Dakota*, an electric light and power system and transmission line and to operate the same and to install conduits, poles, wires, pipes and other fixtures in, upon and under the streets, alleys, bridges and public grounds of said City for the purpose of furnishing electric light, heat and power to said City and the inhabitants thereof.

BE IT ORDAINED, by the City of *Drayton*, hereinafter called the City:

Section 1.

There is hereby granted to Otter Tail Power Company, a Minnesota corporation, its successors and assigns, hereinafter called the Grantee, for a period of twenty (20) years from and after the passage and approval of this Ordinance and during all of said time, subject to the conditions and requirements hereinafter set forth, permission to construct, install and maintain an electric light and power system and transmission line and to operate and maintain the same within and through the City and to transmit electricity to and from the other towns or cities for the purpose of light, power and heat and to erect, construct, install and maintain conduits, poles, wires, pipes, and other necessary fixtures and attachments upon and under the streets, alleys, bridges and public grounds of said City for the purpose of furnishing and selling electricity for light, heat and power and such other purposes for which electricity may be used by the inhabitants of said City, said permission and franchise to become operative and continue under the conditions hereafter set forth.

Section 2.

All conduits, poles, wires and pipes installed by virtue of this Ordinance shall be erected in such places and in such manner as not unnecessarily to encroach upon streets, alleys, bridges or public grounds and places of said City, and so as not to unnecessarily obstruct the use thereof for the ordinary purpose of travel thereon and the erection thereof shall be subject to the reasonable supervision and direction of the City Council of the said City. Whenever practical, all poles shall be set in alleys, and poles now in position upon or along the streets whenever practicable shall be removed and the location of all of said poles shall be designated by the Mayor under the supervision of the City Council of the said City.

All poles where set in alleys shall be set at or near the boundary line thereof and where set in streets shall be located at such distances as shall be directed by the City from the property line of the abutting owner, and shall be placed as not to interfere with the construction or placing of any waterpipes, sewers, or drains or the flow of water therefrom, which has been or may be placed by authority of said City. In the event that said Grantee shall make any unnecessary obstructions of said streets, alleys, public grounds or places not designated by the City Council, the City may cause the removal of such obstructions and charge and collect from such Grantee the actual cost of such removals.

Section 3.

Said Grantee shall use poles, wires, cross arms, equipment and devices to conform with the standards of construction adopted by the National Electric Light Association and all apparatus connected there-

with shall be located so as not to obstruct the avenues, streets, and alleys of said City or to endanger persons or property or to hinder or to obstruct the use of said avenues, streets, and alleys or public places by the inhabitants of said City, or public in general, or to interfere with any improvements that the City may deem proper to make along the lines of said avenues, streets and public places.

Section 4.

Whenever the said Grantee in erecting, constructing and maintaining said lines or poles, shall take up any of the pavements, sidewalks, crossings or curbs on any of the avenues, streets and alleys, or public places in said City, or shall make any excavations thereon, such excavations shall be refilled and the sidewalk, crossing or curb replaced under the direction of the City and any excavation so made shall be properly lighted at night during construction, and in case of the failure to do so on the part of the said Grantee, then the City may do the same at the expense of said Grantee and said Grantee agrees to pay said City for the reasonable cost or value of said work. Said Grantee shall be liable for all loss or damage caused by the negligence of Grantee, which may result to persons or property within the said City, caused by it, or its agents, servants, or employees in erecting, operating and maintaining the said electric system within said City and shall at all times save the City harmless from any and all damages to persons or property in erecting, operating or maintaining said electric system.

Section 5.

It is further provided that in case any person shall desire to remove a building along the streets occupied by said wires or pole lines, and it becomes necessary to have said wires temporarily removed, said Grantee shall be entitled to 48 hours notice in writing to that effect and when such notice is given, it shall be the duty of said Grantee to remove such wires, and without cost to said City, but the person desiring the same removed shall deposit with said City the reasonable cost of same and after the work has been completed the Grantee shall render a bill in full for such expense and shall collect from the amount so deposited the cost of doing said work. If the expense is less than the estimated cost, the balance shall be returned to the person who moved said building.

It is further provided that the said Grantee shall not be required to make such removal except at a reasonable time of the day. No person, other than an authorized agent of the Grantee, shall interfere with the property of the Grantee within the corporate limits of said City.

Section 6.

The rights and privileges hereby granted shall at all times be and remain subject to such reasonable police regulations as may be imposed by the City Council of said City and the City reserves the right to make and adopt such regulations of a police nature as it may deem necessary for the best interests of said City.

Section 7.

During the construction, maintenance or enlargement of any

part of said electric light and power system, said Grantee shall not unnecessarily impede or block travel in said streets and highways in said City and shall leave all streets, highways, alleys, sidewalks, curbs, lanes and public places and all grounds disturbed by said construction in good condition upon the completion of said work.

Section 8.

The said Grantee agrees to furnish such street lamps and lighting as the City may require and desire. The rates for the furnishing and maintenance of said street lamps and lighting to be determined and agreed upon by the said City and said Grantee and a separate contract covering the rates, working conditions, size of lamps and location to be entered into and executed by the said City and said Grantee.

Section 9.

Said Grantee agrees to furnish and deliver such energy as may be required by the City for the purpose of municipal pumping. A contract for the delivery and purchase of such energy shall be entered into by the City and the Grantee in which be set forth the rates, working conditions and a description of the pumping equipment to be driven and said contract shall be entered into by both the City and the said Grantee.

Section 10.

The Grantee shall not be required to extend its service lines (including primaries and secondaries) to supply a customer or customers where the revenue is not commensurate with the expense involved and as a measure of this expense, extensions shall be made whenever the annual gross revenue for two years equals the cost of such extensions.

Section 11.

The Grantee shall use due diligence and care in furnishing electric service as herein provided but shall not be liable for any loss or damage which may arise from failure of the service, either partial or total, but this shall not be construed to exempt said Power Company from liability for negligence.

Section 12.

There is granted to said Grantee, its successors and assigns, during the term hereof, permission and authority to trim all trees in alleys, streets and public grounds of said City so as to remove all parts of said trees interfering with the proper erection, maintenance and operation of poles, cables, wires, masts or other fixtures, or appliances installed or to be installed in pursuant to authority hereby granted.

Said Grantee shall have full right and authority to assign to any person, persons, firm or corporation all the rights that are given it by this Ordinance, provided, that the assignee of such rights by accepting such assignment shall become subject to the terms and conditions of this Ordinance.

Section 13.

The rates to be charged by said Grantee in the said City