

215 South Cascade Street  
PO Box 496  
Fergus Falls, Minnesota 56538-0496  
218 739-8200  
[www.otpc.com](http://www.otpc.com) (web site)



March 19, 2026

Mr. Brian Johnson  
Director of Administration/Executive Secretary  
North Dakota Public Service Commission  
State Capitol  
600 East Boulevard, Dept. 408  
Bismarck, ND 58505-0408

**PUBLIC DOCUMENT -  
NOT PUBLIC (OR PRIVILEGED)  
DATA HAS BEEN EXCISED**

**RE: In the Matter of Otter Tail Power Company's Application for an Order Certificate to Extend Service to Dakota Spirit AgEnergy, LLC near Spiritwood, North Dakota and Approval of Electric Service Agreement Initial Filing**

Dear Mr. Johnson:

Otter Tail Power Company (Otter Tail Power) hereby submits to the North Dakota Public Service Commission (Commission) its Application for an Order Certificate to Extend Service and approval of an Electric Service Agreement with deviations in the above-referenced matter.

The Application contains trade secret information. In accordance with N.D. Admin. Code § 69-02-09-02, an Application for Trade Secret Protection is being provided along with a single copy of the trade secret version of the Application and supporting testimony in a sealed envelope marked **PROTECTED INFORMATION – PRIVATE**.

Copies have been sent to you via USPS.

Please contact me at (218) 739-8492 or [cwaltz@otpc.com](mailto:cwaltz@otpc.com) if you have any questions regarding this filing.

Sincerely,

*/S/ CHRIS WALTZ*  
Chris Waltz  
Manager Sales  
Sales & Economic Development

vjm  
Enclosures  
By electronic filing and U.S. mail

1 PU-26-94 Filed 03/19/2026 Pages: 15  
Application for Certificate of Public  
Convenience and Necessity - Redacted

Otter Tail Power Company  
Chris Waltz, Manager Sales

1 PU-26-95 Filed 03/19/2026 Pages: 15  
Electric Service Agreement - Extend Service -  
Redacted

Otter Tail Power Company  
Chris Waltz, Manager Sales

**STATE OF NORTH DAKOTA  
BEFORE THE  
NORTH DAKOTA PUBLIC SERVICE COMMISSION**

**In the Matter of Otter Tail Power  
Company’s Application for an Order  
Certificate to Extend Service to  
Dakota Spirit AgEnergy, LLC  
near Spiritwood, North Dakota**

**Case No. PU-26-\_\_\_\_\_**

**APPLICATION**

**and**

**In the Matter of Otter Tail Power  
Company’s Application for Approval  
of Electric Service Agreement**

**Case No. PU-26-\_\_\_\_\_**

**APPLICATION**

**APPLICATIONS FOR CPCN AND ESA WITH DEVIATIONS**

**I. INTRODUCTION**

Otter Tail Power Company (Otter Tail Power or Company) hereby applies to the North Dakota Public Service Commission (Commission) for entry of an Order and Certificate of Public Convenience and Necessity authorizing Applicant to extend requested and needed service to a new Customer, Dakota Spirit AgEnergy, LLC (DSA or Customer) an ethanol biorefinery, and approval of a new Electric Service Agreement (ESA) with deviations with DSA. DSA is the only industrial customer at Spiritwood Energy Park that Otter Tail Power does not serve. Northern Plains Electric Cooperative (Northern Plains) is a cooperative utility providing service to this general area. However, Northern Plains does not have sufficient infrastructure in the area to serve DSA without duplicating electric systems Otter Tail Power already has in place providing power to the industrial park. DSA is currently being served by Great River Energy (GRE). Otter Tail Power, DSA and GRE have entered into a series of agreements that will allow a smooth transition from GRE. Otter Tail Power has agreed to buy from GRE certain distribution assets GRE currently uses to provide service to DSA. After the transfer, Otter Tail Power would begin serving DSA. DSA entered into an ESA with Otter Tail Power on March 4, 2026, attached as **Exhibit A**. The ESA conforms with the Company’s standard ESA pursuant to Section 1.05 of the Company’s Tariffs except for one minor deviation, for which Otter Tail Power needs approval.

## II. GENERAL FILING INFORMATION

Pursuant to N.D. Admin. Code § 69-02-02-04, the following information is provided.

### A. Name, address, and telephone number of the utility making the filing.

Otter Tail Power Company  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
Phone (218) 739-8200

### B. Name, address, and telephone number of the attorney from Otter Tail Power.

Lauren Donofrio  
Senior Associate General Counsel  
Otter Tail Power Company  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
Phone (218) 739-8774  
[ldonofrio@otpc.com](mailto:ldonofrio@otpc.com)

Erik Wallevand  
Legal Counsel  
Otter Tail Power Company  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
Phone (218) 739-8425  
[ewallevand@otpc.com](mailto:ewallevand@otpc.com)

### C. Title of Utility Employee Responsible for Filing

Christopher Waltz  
Manager Sales & Economic Development  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
Phone (218) 739-8492  
[cwaltz@otpc.com](mailto:cwaltz@otpc.com)

We request that all communications regarding this proceeding, including data requests, also be directed to:

Regulatory Filing Coordinator

Otter Tail Power Company  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
[regulatory\\_filing\\_coordinators@otpc.com](mailto:regulatory_filing_coordinators@otpc.com)

**D. Certificate of good standing.**

Otter Tail Power’s Certificate of Incorporation is incorporated as **Exhibit B**, and the Commission is requested to take official notice of the same.

**E. The date of the filing and the date that Otter Tail Power proposes the rate or service change to go into effect.**

The date of the filing is March 19, 2026, and Otter Tail Power proposes an effective date of June 1, 2026, to support the customer request to begin taking service.

**F. State and/or administrative rule which Otter Tail Power believes controls the reason for, and the time of, the filing.**

Pursuant to ND Century Code § 49-05-05, Otter Tail Power must receive approval of its proposed Electric Service Agreement with deviations.

**III. CUSTOMER INFORMATION**

DSA has requested that Otter Tail Power provide electric service to it at a point located in the SE ¼ of Section 21, Township 140N, Range 62W, Stutsman County, North Dakota as shown on the map attached as **Exhibit C**. DSA is located in the area generally known as the Spiritwood Energy Park, an industrial park located near Spiritwood, North Dakota. Correspondence to the Customer should be directed to:

Dakota Spirit AgEnergy, LLC  
1815 Schafer St, Suite 220  
Bismarck, ND 58501

#### IV. ELECTRIC SERVICE TO CUSTOMER

DSA has asked Otter Tail Power to provide three-phase electrical service to the plant. Service will be **[PROTECTED DATA BEGINS...**

**...PROTECTED DATA ENDS]**. The length of the three-phase line extension to Customer's property line will be approximately 850 feet as shown by **Exhibit C**. Otter Tail Power plans to provide service from its existing substation as noted in the attached **Exhibit C**. Otter Tail Power will construct, own, and maintain all service and metering. Otter Tail Power will serve Customer as an industrial customer. DSA is eligible to receive electric service pursuant to Electric Rate Schedule 10.04 and Rate Code No. N603.

#### V. BACKGROUND INFORMATION

Customer operates an ethanol processing facility located in the Spiritwood Energy Park. Back in the late 2000's, Otter Tail Power sought from the Commission a Certificate of Public Convenience and Necessity (CPCN) pursuant to Otter Tail Power's Application for Permanent Authority to serve Spirit Ethanol at this same location.<sup>1</sup> Ultimately, Spirit Ethanol was never built. Several years later, GRE developed the Spiritwood Energy Park and began serving its subsidiary DSA's new biorefinery in roughly 2014. Otter Tail Power challenged GRE's right to serve the customer. The Commission determined that GRE was not a Public Electric Utility and did not require a CPCN to serve DSA.<sup>2</sup> Now, GRE has sold its interest in DSA and no longer wishes to provide DSA with electric service. Otter Tail Power is the next natural choice for DSA, since the Company serves all the other businesses in Spiritwood Energy Park, including DSA's affiliate DSA Capture Company.

GRE is the electric supplier currently providing electrical service to DSA. Northern Plains Electric Cooperative is a cooperative providing service to this general area. GRE has indicated that it no longer wishes to provide electrical services to DSA.<sup>3</sup> DSA has asked Otter Tail Power to be its new supplier after GRE ends its relationship with DSA. Otter Tail Power's extension of its three-phase power line will extend to the site from Otter Tail Power's existing substation identified on **Exhibit C**. The existing substation currently serves industrial customers and has the existing capacity to serve the Customer. Otter Tail Power will follow the existing 115 kilovolt transmission line to the site as identified in red on **Exhibit C**. The line is adjacent to the Customer's site. Northern Plains Electric

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<sup>1</sup> CPCN No. 5326, issued October 24, 2007, Docket No. PU-07-503.

<sup>2</sup> February 28, 2013, Jurisdictional Determination Letter, Docket No. PU-12-767.

<sup>3</sup> The January 28, 2026 GRE Notice of Intent to Terminate DSA ESA is **Exhibit E** to this filing.

Cooperative was notified of the Otter Tail Power’s request for a CPCN by personal contact and by a copy of this Application. The location of the proposed service is within Otter Tail Power’s economic service area, and it will extend service under its rules and regulations applicable thereto. Otter Tail Power is obligated to furnish the requested service, and the public convenience and necessity requires, and will be served, by Otter Tail Power furnishing the requested service to the Customer at said location.

## **VI. CUSTOMER APPEARANCE & WAIVER**

Attached as **Exhibit D** to this Application is Customer’s Appearance stating to the Commission that the Customer desires electric service from Otter Tail Power as a public utility subject to the jurisdiction of, and regulation by, this Commission. Customer also waives Notice of Opportunity for Hearing and Notice of Hearing upon this 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.

## **VII. ELECTRIC SERVICE AGREEMENT DEVIATION**

The ESA between Otter Tail Power and DSA is identical to the Company’s standard ESA set out in Section 1.05, with one exception. The parties agreed to a non-standard provision for DSA to maintain financing at the bioethanol refinery. The non-standard provision allows DSA to assign the agreement to a financial lender. Paragraph 8 of the ESA states:

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. *Notwithstanding anything to the contrary contained in this Agreement or in any Terms and Riders now in effect or hereafter adopted, amended, or filed, including any such Terms or Riders that purport to restrict or condition assignment, Customer may, without the consent of the Company, collaterally assign its rights under this Agreement to any lender as security for Customer’s indebtedness. DSA shall promptly notify the Company should any such collateral assignment occur.*

Emphasis added. This provision means that if the customer obtains financing using the biorefinery as collateral, the ESA providing electricity to the biorefinery could also be

assigned to the financier. This means that if a financier were to take possession of the biorefinery, it would also be able to step into the shoes of the biorefinery's former owner to continue the ESA with Otter Tail Power. This deviation does not impact DSA's rates or costs and will not impact other Otter Tail Power ratepayers.

## **VIII. CONCLUSION**

WHEREFORE, Applicant requests the entry of an Order and Certificate of Public Convenience and Necessity authorizing Applicant to extend the requested and needed service to Customer and approval of the proposed ESA with deviations.

Date: March 19, 2026.

Respectfully submitted:

**OTTER TAIL POWER COMPANY**

By: /s/ CHRISTOPHER WALTZ

Christopher Waltz  
Manager Sales,  
Sales & Economic Development  
215 South Cascade Street  
P.O. Box 496  
Fergus Falls, MN 56538-0496  
Phone (218) 739-8492

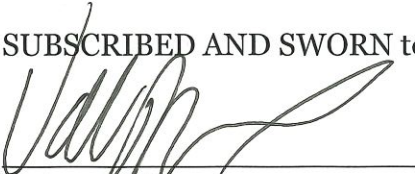
STATE OF MINNESOTA  
COUNTY OF OTTER TAIL

The undersigned, being first duly sworn, on oath deposes and says that he is the Manager of Sales, Sales & Economic Development of Otter Tail Power Company, the Applicant herein, and makes this verification on its behalf; that he has read the foregoing Application and knows the contents thereof, and that the statements made and contained therein are true and correct to the best of his information, knowledge, and belief.

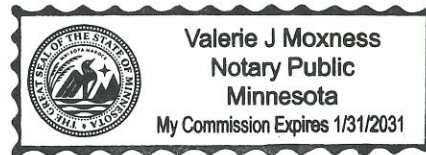


Christopher Waltz

2026. SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of March,



Notary Public  
Otter Tail County, Minnesota  
My Commission Expires 1/31/31



**ELECTRIC SERVICE AGREEMENT**

- Overhead  
 Underground

Work Order No. \_\_\_\_\_  
 Electric Rate Schedule No. \_\_\_\_\_  
 Rate Code No. N603

THIS AGREEMENT is made by and between Dakota Spirit AgEnergy, LLC of PO Box 66 3361 93rd ave SE Spiritwood, ND 58481(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 Spiritwood Industrial park adjacent to GRE Spiritwood on 93<sup>rd</sup> Ave SE County of Stutsman, State of ND.
3. The Company shall supply to the Customer 3 phase electric service, (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 \$N/A. **...PROTECTED DATA ENDS]**
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 three (3) 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.

**[PROTECTED DATA BEGINS...**

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 \_\_\_\_\_ (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 \_\_\_\_\_ The Customer agrees to make an advance payment in the amount of \$0 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.

**...PROTECTED DATA ENDS]**

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. Notwithstanding anything to the contrary contained in this Agreement or in any Terms and Riders now in effect or hereafter adopted, amended, or filed, including any such Terms or Riders that purport to restrict or condition assignment, Customer may, without the consent of the Company, collaterally assign its rights under this Agreement to any lender as security for Customer's indebtedness. DSA shall promptly notify the Company should any such collateral assignment occur.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of 3-4, 2026.

  
\_\_\_\_\_  
Customer

OTTER TAIL POWER COMPANY

By:   
\_\_\_\_\_

# *State of North Dakota* SECRETARY OF STATE



## **Certificate of Good Standing of OTTER TAIL POWER COMPANY**

**SOS Control ID#: 0000016296**

**Certificate #: 028288435-1**

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

**OTTER TAIL POWER COMPANY**

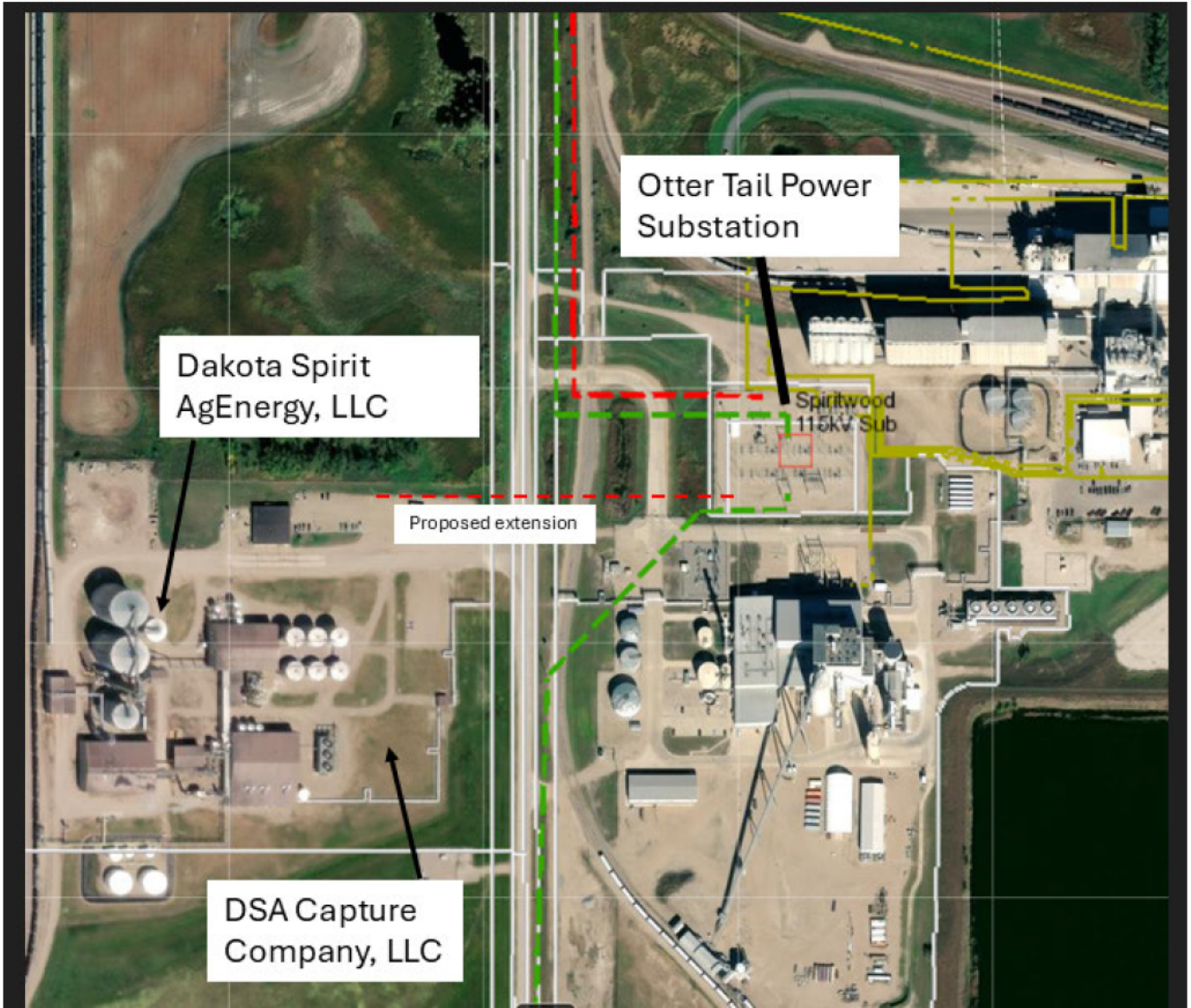
a Corporation - Business - Foreign was formed under the laws of MINNESOTA and filed with this office effective February 24, 1914. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

**ACCORDINGLY**, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

**DATE:** January 13, 2026

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State



STATE OF NORTH DAKOTA  
BEFORE THE  
NORTH DAKOTA PUBLIC SERVICE COMMISSION

In the Matter of Otter Tail Power  
Company's Application for an Order  
Certificate to Extend Service to Dakota  
Spirit AgEnergy near Spiritwood, North Dakota

Case No. PU-26-

**APPEARANCE BY CUSTOMER**

Dakota Spirit AgEnergy, LLC, (Customer), through the undersigned Jeff Zueger, hereby makes a voluntary appearance in this matter and states the following to the North Dakota Public Service Commission (Commission):

1. That Customer desires electric service from Otter Tail Power Company ("Otter Tail") as a public utility subject to the jurisdiction of, and regulation by, the Commission, and has requested Otter Tail to provide Customer with electric service at the following location(s):  
SE-1/4 of Section 21, Township 140, Range 62W, Stutsman County, North Dakota as shown on the map attached as **Exhibit A** to Otter Tail's Application for Permanent Authority to Serve. The location to be served is in the area generally known as the Spiritwood Energy Park.
2. That Customer is in need of electric service at the above-referenced location for the purpose of construction and operation of an ethanol facility.
3. That 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 electric service, and that provisions be made therein authorizing extension of electric service.
4. That all the allegations of the Application herein are 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 Otter Tail Power Company to extend the requested and needed electric service to Customer to the above- referenced location, subject to such appropriate and proper conditions to be appended to and made a part of such Certificate as the Commission may determine, and for such other and further relief as may be proper in the premises.

Customer:  
Dakota Spirit AgEnergy, LLC

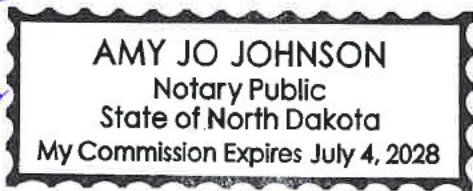
By: [Signature]

Date: 3-4-2026

STATE OF ND  
COUNTY OF Burleigh

On this 4 day of March, 2026, before me appeared Jeff Zueger,  
know to me to be the CEO of Dakota Spirit AgEnergy, LLC, and  
acknowledged to me that such Otter Tail company executed the same.  
SUBSCRIBED AND SWORN to before me this 4 day of March, 2026.

[Signature]  
Notary Public  
Burleigh County, North Dakota  
My Commission Expires July 4, 2028





12300 Elm Creek Boulevard  
Maple Grove, Minnesota 55369-4718  
763-445-5000  
greatriverenergy.com

January 28, 2026

**Via Electronic Mail**

Jeff Zueger, CEO  
Harvestone Low Carbon Partners  
1815 Schafer St. STE 220  
Bismark, ND 58501-1217  
[jzuegar@harvestonelcp.com](mailto:jzuegar@harvestonelcp.com)

**Re: Transition of Electric Service from Great River Energy to Otter Tail Power Company**

Dear Mr. Zueger:

Great River Energy ("GRE") has entered into an Asset Purchase Agreement with Otter Tail Power Company ("OTP") dated March 31, 2023 ("APA"). Under the APA, GRE has agreed to sell, and OTP has agreed to purchase, certain distribution assets used to serve Dakota Spirit AgEnergy's ("DSA") plant near Spiritwood, North Dakota, subject to enumerated conditions precedent in the APA being satisfied.

One such condition precedent is the termination of GRE's existing Electric Service Agreement dated December 10, 2013 ("ESA") with DSA, and OTP and DSA agreeing to a replacement electric service agreement whereby OTP would provide electric service to DSA. If the conditions precedent to close are not met, and DSA no longer wishes to mutually terminate service with GRE, then GRE and DSA shall continue to operate under their existing ESA.

GRE confirms that upon the conditions precedent in the APA being satisfied, GRE and DSA intend to mutually terminate the ESA. Any transition of electric service from GRE to OTP will be coordinated between GRE, DSA and OTP to ensure an efficient and timely transition of electric service providers in a manner that minimizes any DSA plant down time and accommodates DSA's operational and safety needs and compliance obligations.

GRE understands that this letter may be used by DSA to support the transition of electric service to OTP and by OTP in support of any regulatory approvals that may be required to close on the purchase of assets under the APA and transition electric service to DSA from GRE to OTP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa M. Orpen', written over a large, light-colored circular mark.

Lisa M. Orpen  
VP and Chief Corporate & Member Services Officer  
Great River Energy