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APR 12 2007

Shirley A. Jameson-Fergel  
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**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

RE: MONTANA-DAKOTA UTILITIES COMPANY; NORTH CENTRAL FARMERS  
ELEVATOR NEAR BOWDLE, SOUTH DAKOTA  
Supreme Court Appeal #24448  
Our file: 0069

Dear Clerk Jameson-Fergel:

Accompanying this letter are original and 15 copies of  
Appellant's Brief in the above-entitled matter. Please file  
the enclosure.

With a copy of this letter, I am sending two copies of the  
brief to each of counsel of record.

Thank you very much.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:mw

Enclosures

cc/enc: John J. Smith

Carlyle Richards

Darla Pollman Rogers

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**APR 12 2007**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

IN THE SUPREME COURT  
OF THE  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF  
MONTANA-DAKOTA UTILITIES CO. FOR  
APPROVAL TO PROVIDE ELECTRICAL  
SERVICE FOR THE NEW NORTH CENTRAL  
FARMERS ELEVATOR TO BE LOCATED  
NEAR BOWDLE, SOUTH DAKOTA

\* \* \* \* \*

Appeal # 24448

\* \* \* \* \*

APPEAL FROM THE CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT  
HUGHES COUNTY, SOUTH DAKOTA

\* \* \* \* \*

HONORABLE JAMES W. ANDERSON  
CIRCUIT COURT JUDGE PRESIDING

\* \* \* \* \*

**BRIEF OF APPELLANT**

\* \* \* \* \*

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NOTICE OF APPEAL FILED FEBRUARY 21, 2007.

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IN THE SUPREME COURT  
OF THE  
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF  
MONTANA-DAKOTA UTILITIES CO. FOR # 24448  
APPROVAL TO PROVIDE ELECTRICAL  
SERVICE FOR THE NEW NORTH CENTRAL  
FARMERS ELEVATOR TO BE LOCATED  
NEAR BOWDLE, SOUTH DAKOTA

**JURISDICTIONAL STATEMENT**

Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., appeals from the Judgment of Affirmance rendered in this administrative appeal on January 31, 2007, by the Honorable James W. Anderson, Circuit Judge, affirming the final decision and order of the Public Utilities Commission granting summary disposition in Docket EL06-011. The Notice of Appeal from the Circuit Court to this Court was dated February 21, 2007 and filed on that date with the Hughes County Clerk of Courts.

**REFERENCES**

Petitioner and Appellant, Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc., will be referred to as "Montana-Dakota." Intervenor North Central Farmers Elevator will be referred to as "North Central." Intervenor FEM Electric Association, Inc., will be referred to as "FEM." The Public Utilities Commission of the State of South Dakota will be referred to as "PUC" or "Commission."

References to the Clerk's record will be by the letter "R" followed by the page number to which reference is made in the Clerk's Index. References to the administrative record will be made by the letters "AR" followed by the page number to which reference

is made in the administrative record. References to the PUC transcript of proceedings will be by the letters “PUCT” followed by the page number of the administrative record to which reference is made. References to the transcript of oral argument before the Circuit Court will be by the letters “TOA” followed by the page number of the transcript to which reference is made.

### **STATEMENT OF ISSUES**

- 1. DID THE CIRCUIT COURT AND THE PUC ERR IN HOLDING THAT MONTANA-DAKOTA LACKED STANDING TO INITIATE A PROCEEDING UNDER THE LARGE LOAD STATUTE, SDCL § 49-34A-56?**

The Circuit Court and the Commission held that Montana-Dakota lacked standing, notwithstanding Montana-Dakota’s status as a public utility doing business in close proximity to North Central’s new facility with which North Central communicated load information and entertained rate offers. Kehn vs. Hoeksema, 524 NW2d 879 (SD 1994).

- 2. DID THE CIRCUIT COURT AND THE PUC ERR IN HOLDING THAT THE LARGE LOAD STATUTE MAY ONLY BE INVOKED BY THE CUSTOMER?**

The Circuit Court and the PUC held that only the large load customer may petition for relief under the large load statute notwithstanding lack of specific statutory mention of a procedure to invoke the statute. Willrodt vs. NorthWestern Public Service Co., 281 NW2d 65 (SD 1979); *Matter of NorthWestern Public Service Company*, 1997 SD 35, 560 NW2d 925.



**3. DID THE CIRCUIT COURT AND THE PUC ERR IN HOLDING THAT SUMMARY DISPOSITION BY THE PUC WAS APPROPRIATE?**

The Circuit Court and the Commission held that summary disposition was appropriate, notwithstanding MDU's evidence that the contracted minimum demand was in excess of 2,000 kilowatts and the customer's manager exchanged load information and entertained rate offers from both Montana-Dakota and FEM. *Hall vs. State ex rel South Dakota Dept. of Transp.*, 2006 SD 24, 712 NW2d 22 (2006).

**SCOPE OF REVIEW**

The question of whether a party has standing is a legal conclusion, which is reviewed by the appellate court under the *de novo* standard. Generally speaking, standing exists where a party has suffered some actual or threatened injury resulting from the alleged illegal conduct of another party, or where a party has some real interest in the subject matter of the controversy. *Lewis & Clark Rural Water System, Inc., vs. Seeba*, 2006 SD 7, ¶ 38, 709 NW2d 824, 836; *Kehn vs. Hoeksema*, 524 NW2d 879, 881 (SD 1994).

Statutory construction involves a question of law which is reviewed *de novo*. Furthermore, no deference is given to legal conclusions drawn by either the Circuit Court or the Commission. *Matter of West River Electric Association, Inc.*, 2004 SD 11, ¶ 14, 674 NW2d 222, 226.

## **STATEMENT OF THE CASE AND FACTS**

### **STATEMENT OF THE CASE**

This appeal arises from a decision of the Circuit Court, Sixth Judicial Circuit, the Honorable James W. Anderson presiding, which affirmed the decision of the PUC awarding summary disposition to North Central and FEM thereby dismissing Montana-Dakota's petition for relief under the large load statute, SDCL § 49-34A-56. In so holding, the Commission and the Circuit Court concluded that Montana-Dakota lacked standing to bring a petition for electrical service under the large load statute because relief under that statute can only be requested by the consumer. Montana-Dakota contended that the statute by its explicit terms is not so confined, and North Central had "shopped" the project by exchanging load information and accepting pricing proposals from both Montana-Dakota and FEM.

### **STATEMENT OF FACTS**

Bowdle is within Montana-Dakota's service territory, and the company provides electric and gas service to customers in Bowdle. The proposed location of the North Central facility is approximately one-half mile from Montana-Dakota's service territory. As it relates to this location, North Central will be a new customer at a new location.<sup>1</sup> The first contact between Montana-Dakota and North Central occurred in October of 2005 dealing with natural gas service to the proposed North Central facility.<sup>2</sup> Discussions among Bruce Brekke of Montana-Dakota, Paul Erickson, manager of FEM,

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<sup>1</sup>Montana-Dakota's response to Staff's data request no. 8, Appendix 1.

<sup>2</sup>Unless otherwise noted, the facts herein stated are based upon the affidavits of Bruce Brekke, Appendix 2, and Larry Oswald, Appendix 4, both Montana-Dakota employees.

and Keith Hainy, manager of North Central, over the Bowdle Project began in January of 2006. The first contact between Brekke and Erickson involved an inquiry from Erickson as to whether Montana-Dakota considered itself to be eligible to furnish the electric load to the new North Central facility under the large load statute.

On January 20 Brekke telephoned Hainy inquiring about the estimated electric load for the site. Hainy referred Brekke to Logan Electric, which faxed a copy of its information concerning motor loads for the new site. Thereafter, on January 27, Brekke and Hainy discussed the fact that based upon the amount of the proposed load, North Central would have a choice of electric provider. Hainy indicated that he was aware of this and that he had discussed it with Paul Erickson, the FEM manager. Hainy advised Brekke that while North Central and FEM were partners on other ventures, he would still be interested in considering Montana-Dakota's proposal. At a meeting on March 17 Hainy indicated to Brekke and Larry Oswald of Montana-Dakota that he was entertaining rate offers from both FEM and Montana-Dakota. Contacts continued between Montana-Dakota personnel and Hainy until he telephoned Larry Oswald on April 11 telling him that North Central would prefer to have FEM serve the new plant.

Montana-Dakota's cost estimate to extend electric service to the North Central Facility is \$243,000.<sup>3</sup> In contrast, the cost of extending service by FEM to North Central is \$650,000.<sup>4</sup>

Montana-Dakota is a public utility, regulated by the PUC as to territory, rates and conditions of service under SDCL Ch. 49-34A. FEM is a rural electric cooperative

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<sup>3</sup>Montana-Dakota cost breakdown in response to PUC Staff's data request, Appendix 6.

<sup>4</sup>FEM Responses to Staff's Initial Data Requests, Appendix 7.

regulated by the PUC under Ch. 49-34A as to territory and as to conditions of service on a limited basis as set forth in SDCL § 49-34A-58.

### A SHORT HISTORY OF SOUTH DAKOTA ELECTRIC REGULATION<sup>5</sup>

In order to provide a backdrop for the context within which the Territorial Act was adopted, Montana-Dakota believes it will be helpful to review the status of the industry giving rise to the adoption of the Territorial Act. Prior to 1965, South Dakota was without any formal statewide regulation of electric service in terms of price, conditions of service or territory served. Cities were served either by municipal utilities or public (investor-owned) utilities. Public utilities needed to obtain a franchise from each city, and such regulation of prices as existed was exerted by the city. Municipal utilities were regulated only to the extent they were operated by city government. Rural electric cooperatives (“RECs”) were not regulated, except to the extent that they were answerable to their members.

In the late 1950s and early 1960s tension developed between the RECs, on the one hand, and the public utilities and municipal utilities on the other hand, concerning the ever-increasing entry of RECs into service areas near municipalities. As a consequence, the three players in the industry joined together and obtained passage of a law governing service areas in 1965. The law established a mediation panel to settle disputes over service areas. Rates and conditions of service continued to be unregulated at the state level. On December 20, 1968, this Court handed down Application of Nelson, 83 SD

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<sup>5</sup>Taken from “History of South Dakota Electric Regulation,” December 11, 2000, by David A. Gerdes, report to the Board of Directors of the South Dakota Electric Utility Companies, a trade organization.

611, 163 NW2d 533 (1968), holding that the Electric Mediation Board legislation was unconstitutional because the law required a circuit judge to be the chairman of each mediation board which was convened when a dispute arose.

In 1969 legislation creating an Electric Consumers Council regulating rates, conditions of service and territories for all utilities was adopted. It was never implemented and was repealed in 1970. This legislation was the legislative response of the public utilities and the municipal utilities to the Supreme Court's invalidation of the first mediation board legislation. It was highly controversial, vigorously opposed by the RECs and passed by only one vote in the Senate, when Senator Wendell Leafstedt changed his vote to support the bill.<sup>6</sup>

After repealing the Consumers Council, the 1970 legislature also reenacted the Electric Mediation Board, providing that a public utility commissioner act as chairman (and thus the deciding vote) of the mediation board. This law continued in operation until 1975. None of the three groups in the electric business were happy with the manner in which the mediation board operated. Also, the public utilities began having serious disputes with municipalities' overregulation of the utility business. It was extremely difficult for the utilities to cope with the Balkanized, diverse municipal regulatory environment which became evermore complex. Cities refused what were viewed as necessary rate increases by the public utilities.

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<sup>6</sup>This occurred after Leafstedt's infamous airplane ride with Governor Frank Farrar to "check his cattle" over the weekend. The passage of the act is generally credited as being one of the major reasons for Farrar's defeat when he ran for a second term as Governor. Leafstedt was not reelected. The resulting fire storm of political controversy doomed the Consumers Council.

As a consequence, in 1975 the three segments of the industry compromised and agreed upon the current frame work for public utility regulation. The current Commission now regulates rates and conditions of service for public utilities. It has limited regulation over conditions of service for municipal utilities and RECs under SDCL § 49-34A-58. Beyond removal of the bitter pill of rate regulation of RECs from the Consumer Council legislation, the other significant part of this comprehensive settlement involved the agreement concerning service areas. The ultimate blueprint was the subject of intensive negotiation and drafting to arrive at a final legislative product.

### **ARGUMENT AND AUTHORITIES**

#### **1. MONTANA-DAKOTA HAD STANDING TO INITIATE A PROCEEDING UNDER THE LARGE LOAD STATUTE .**

The Commission ruled that Montana-Dakota “. . . has no standing to assert legal rights or contest legal obligations on North Central’s behalf, and . . . has no standing to assert North Central’s right under SDCL § 49-34A-56 to relief from its obligation to take service for a new facility from the assigned service provider.”<sup>7</sup>

At the outset, Montana-Dakota will agree with the Commission that it does not have, nor does it seek to assert, standing to assert North Central’s rights in the proceeding. However, Montana-Dakota is a public utility doing business in the state of South Dakota, regulated by the PUC which had significant contacts with a proposed customer which acknowledged its status under the large load statute and sought proposals from Montana-Dakota. SDCL § 49-34A-56 does not contain one word identifying who

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<sup>7</sup>Final Decision and Order Granting Summary Disposition and Notice of Decision, Conclusion of Law 6, Appendix 24.

may or may not invoke the statute. Clearly, Montana-Dakota had a stake in the outcome of this proceeding.

As stated above, under the standard of review, standing exists where a party has suffered some actual or threatened injury resulting from the alleged conduct of another party, or where a party has some real interest in the subject matter of the controversy. *Lewis & Clark Rural Water System, Inc. vs. Seeba*, 2006 SD 7, ¶ 38, 709 NW2d at 836; *Kehn vs. Hoeksema*, 524 NW2d at 881. Clearly, here, Montana-Dakota has an interest in its own right in the outcome of this proceeding. The only way that Montana-Dakota can lack standing deals with the Commission's statutory interpretation, agreed with by the Circuit Court, that only a customer may invoke the provisions of the large load statute.

**2. THE CIRCUIT COURT AND THE PUC ERRED IN HOLDING THAT THE LARGE LOAD STATUTE MAY BE INVOKED ONLY BY THE CUSTOMER.**

At the outset it should be noted that this Court has repeatedly emphasized the overriding purpose of the 1975 act known as the "South Dakota Territorial Integrity Act" codified as SDCL Ch. 49-34A ("Territorial Act"). In *Matter of NorthWestern Public Service Company*, 560 NW2d 925, 1997 SD 35, this Court stated:

The policy underlying the Act was "elimination of duplication and wasteful spending in all segments of the electric utility industry." [Citation omitted] To accomplish that end, exclusive territories designated "assigned service areas," were established for each utility. [Citation omitted] To ensure the integrity of a territory, the legislature granted each utility the exclusive right to "provide electric service at retail . . . to each and every present and future customer in its assigned service area." SDCL § 49-34A-42. *Id.*, 560 NW2d at 927, ¶ 15.

Neither the large load statute nor any other portion of Chapter 49-34A provides for consumer preference, although that is the essence of the position taken by the PUC

and FEM. This court said as much in the Willrodt case: “An individual has no organic, economic or political right to service by a particular utility merely because he deems it advantageous to himself.” Willrodt vs. NorthWestern Public Service Co., 281 NW2d 65, 72 (SD 1979). Nothing in the Territorial Act suggests that only the customer may utilize the statute. And to do so eviscerates the most fundamental goal of the Territorial Act, the “elimination of duplication and wasteful spending in all segments of the electric utility industry.” This Court has repeatedly emphasized this as being what could be called “the Prime Directive.” And this case is a perfect example of the aberration which would be created by permitting only the customer to utilize the statute. Montana-Dakota’s proof, had it been permitted to go to hearing on the merits, shows that the cost of extending electric service to the new facility will be \$243,000, while in response to the same question from Commission staff, FEM puts the price at \$650,000. Both the Circuit Court and the Commission’s view of the case runs counter to the Prime Directive.

The Willrodt case provides another interesting parallel to this case. At page 71 of the decision the Court responds to the contention that the Territorial Act violates the equal protection provisions of the South Dakota Constitution. There this Court states:

A new large user may deprive other customers in a service area of adequate service, or the utility currently providing service to an area may not have sufficient facilities to accommodate the new user. A nearby utility on the other hand might have more adequate facilities. Allowing it to serve the large new customer would promote efficiency to both customers and suppliers. The classification of large and small users is thus not arbitrary, and it is rationally related to the purpose of promoting the efficiency that the statute was intended to assure. The constitution does not require equal treatment for all persons but only for those similarly situated. (Citation omitted) This equal protection claim is, therefore, without merit. Willrodt, 281 NW2d at 71.



The very analysis that the Court uses to justify the constitutionality of the Territorial Act speaks just as loudly for Montana-Dakota's interpretation of the large load statute. If the customer has what amounts to a veto, that is, nothing can be done under the large load statute unless the customer chooses to sign a petition, one of the very purposes of the Act is frustrated and one of the basic reasons it is constitutional is shattered. Also, the court emphasizes that it is the commission, not the customer, that chooses the provider. This view excludes the existence of a customer veto.

In the lower court the Commission hung its hat on the proposition that this Court in *Matter of NorthWestern Public Service Company*, 1997 SD 35 ¶ 20, 560 NW2d 925, 928 indicated that "[t]he plain language of the statute indicates the legislature intended to do nothing more than provide a new large load customer at a new location an option to be exercised prior to the receipt of service (emphasis supplied)." The Commission points to this as proof positive that the statute can only be invoked by the customer. Montana-Dakota would submit that this may have been a poor choice of words on the part of the Court and rather than using the term "option" which identifies a volitional choice, the term "opportunity" is more appropriate. This is for two reasons, the grammatical construction of the statute and the context of the "option" language. First as to context, what follows is the entire thought advanced by the Court. The entire text simply argues that to subscribe to the "retained right" theory would be contrary to the legislature's intent underlying the act which is, the Prime Directive! What follows is the "in context":

The "retained right" alluded to by the PUC and NWPS is illusive when reading SDCL 49-34A-56. There is no express language establishing such a right in the customer. Nor does that provision yield such a right when read in conjunction with other provisions of the Act. The plain

language of the statute indicates the legislature intended it to do nothing more than provide a new large load customer at a new location an option to be exercised prior to receipt of service. The successful exercise of the option does not beget another option.

To subscribe to the “retained right” theory of the PUC and NWPS would be to ascribe an intent to the legislature contrary to the policy underlying the Act. The result: duplication of services and wasteful spending, the precise evils the Act was designed to avoid. In this case NEC lines would be stranded. NWPS would incur the expense of extending lines to the site. The change would cost NWPS \$5,400 and waste NEC's capital investment of \$80,065. Ultimately these costs would be passed on to the customers of the utilities. We do not believe the legislature intended such a result and decline to read SDCL 49-34A-56 in the manner suggested by the PUC and NWPS. *Matter of NorthWestern*, 1997 SD ¶¶ 20, 21, 560 NW2d at 928, 929.

Similarly, to subscribe in this case to the Commission’s customer-centric interpretation of the large load statute would ascribe an intent to the legislature contrary to the Prime Directive.

Secondly, it is submitted that the very grammar of the statute belies the interpretation the Commission and FEM advocate. Distilled to its essence, the large load statute provides that “. . . new customers at new locations shall not be obligated to take electric service from the electric utility having the assigned service area where the customer is located if . . . the Public Utilities Commission so determines after consideration of the following factors . . . (emphasis supplied)” In other words, the so-called “option” mentioned in the Hub City case relied on by the Commission can only occur “if” the Commission has considered the six factors.<sup>8</sup> Five of them are concerned

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<sup>8</sup>The language of the statute highlights another incongruity of the Commission’s interpretation of the statute: If the Legislature intended its invocation to be confined only to the customer, why include customer preference as one of the six factors. How can this Court give full operational effect to this language under the PUC’s interpretation? “When we interpret a statute, ‘[n]o wordage should be found to be surplus. No

with cost and quality of service and the other addresses customer preference which is not addressed in the body of the act. Contrary to the Commission's assertions, the statute works best in the overall context of the act when it gives meaning to all its terms. For the large load statute to work within the framework of the Territorial Act, it must be limited by the Prime Directive and the terms of the six factors. Otherwise, the Prime Directive becomes meaningless when it should in fact govern the interpretation of the large load statute, as it has in the interpretation of all the other statutes.

In its most recent case construing the provisions of the Territorial Act, this Court stated:

Statutory construction is an exercise to determine legislative intent. In analyzing statutory language:

[W]e adhere to two primary rules of statutory construction. The first rule is that the language expressed in the statute is the paramount consideration. The second rule is that if the words and phrases in the statute have plain meaning and effect, we should simply declare their meaning and not resort to statutory construction.

*Goetz*, 2001 SD 138, ¶ 15, 636 N.W.2d at 681. When we must, however, resort to statutory construction, "[t]he intent of the legislature is 'derived from the plain, ordinary and popular meaning of statutory language.' " *Northwestern Public Serv. Co.*, 1997 SD 35, ¶ 14, 560 N.W.2d at 927 (citing *Whalen v. Whalen*, 490 N.W.2d 276, 280 (S.D. 1992)). *Matter of West River Electric Association, Inc.*, 2004 SD 11, ¶ 15, 675 NW2d 222, 226.

And additionally, from a case specifically involving the interpretation of the large load statute, this Court stated:

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provision can be left without meaning. If possible, effect should be given to every part and every word.' " *Maynard vs. Heeren*, 1997 SD 60, ¶ 14, 563 NW2d 830, 835.

The intent of the legislature is “derived from the plain, ordinary and popular meaning of statutory language.” Whalen v. Whalen, 490 N.W.2d 276, 280 (S.D. 1992). Statutes are to be read in *pari materia*. Simpson v. Tobin, 367 N.W.2d 757 (S.D. 1985). It is presumed that the legislature intended provisions of an act to be consistent and harmonious. State v. Chaney, 261 N.W.2d 674 (S.D. 1978). It is also presumed that the legislature did not intend an absurd or unreasonable result. Applications of Black Hills Power and Light Co., 298 N.W.2d 799 (S.D. 1980). *Matter of NorthWestern Public Service Co.*, 1997 SD 35, ¶ 14, 560 NW2d 925, 927.

**3. THE CIRCUIT COURT AND THE PUC ERRED IN HOLDING THAT SUMMARY DISPOSITION BY THE PUC WAS APPROPRIATE.**

SDCL § 1-26-18 provides for summary disposition of administrative cases with language operationally identical to that set forth in SDRCP 56(c), dealing with motions for summary judgment. Under both the rule and the statute the existence of a question of material fact precludes summary judgment, or summary disposition. In this case, FEM contended that the contracted load is less than 2,000 kilowatts and that the large load statute confines those who can petition under the statute to the new customer seeking service. Given the fact that it is clear under the previous discussion that Montana-Dakota has standing and that a “veto” by the customer under the large load statute is not consistent with the statutory framework established by the Territorial Act, the Commission should be directed to hear this matter. Montana-Dakota produced clear credible evidence that the contracted minimum demand is greater than 2,000 kilowatts. This came from two sources. First, from the electric contractor who produced the information to Keith Hainy, manager of North Central.<sup>9</sup> The second source of information came from a letter provided by East River Power Cooperative putting the

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<sup>9</sup>Montana-Dakota’s response to Commission staff’s first data request, request no. 1, Appendix 28.

peak load for the new facility at an estimated 2.5 megawatts (2,500 kilowatts). Under the statute, the rule and relevant case law, the existence of a genuine issue as to any material fact precludes summary disposition in this matter. *Hall vs. State ex rel South Dakota Dept. of Transp.*, 2006 SD 24, ¶ 8, 712 NW2d 22, 25 (2006).

## CONCLUSION

Montana-Dakota has standing as an electric utility legally positioned under the large load statute to provide service to the customer within the meaning of the statute. The customer negotiated with the utility, obtained prices and caused the utility to believe it was in the running to provide service based upon the six performance factors in the statute. Unquestionably, standing would exist had the customer signed a petition. To suggest that the customer by not signing a petition, which is not otherwise required by statute, can frustrate the overriding intent of the Territorial Act flies in the face of reason and constitutes an unreasonable interpretation of the statute. Moreover, the historical backdrop for the adoption of the Territorial Act suggests two inescapable conclusions: (1) each provision of the Act was the subject of intense scrutiny in the drafting negotiations creating the Act, and (2) the Prime Directive was the predominate goal of the legislation. If the parties creating the Act had intended the customer to have a veto, they would have said so clearly. Rules of statutory interpretation require that all aspects of the statute and statutes on the same subject be given effect. If that admonition is followed, Montana-Dakota clearly has standing. Given Montana-Dakota's standing, the Commission should have gone to hearing on the matter if for no other reason than that

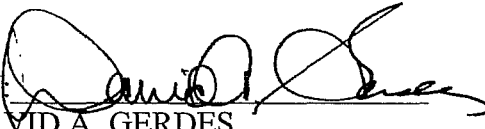
clearly relevant evidence proffered by Montana-Dakota would establish *prima facie* justification for a petition under the statute.

### REQUEST FOR ORAL ARGUMENT

Appellant Montana-Dakota respectfully requests oral argument.

Dated this 11<sup>TH</sup> day of April, 2007.

MAY, ADAM, GERDES & THOMPSON LLP

BY:   
DAVID A. GERDES

Attorneys for Appellant  
503 South Pierre Street  
P.O. Box 160  
Pierre, South Dakota 57501-0160  
Telephone: (605)224-8803

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that true copies of Appellant's Brief in the above-captioned action were duly served upon Appellees by mailing two true copies thereof by United States Mail, first class postage thereon prepaid, on the 11<sup>TH</sup> day of April, 2007, to the following named persons at their last known post office addresses, to-wit:

John J. Smith  
Assistant Attorney General  
SD Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Carlyle E. Richards  
Richards & Oliver  
P.O. Box 114  
Aberdeen, SD 57402-0114

Darla Pollman Rogers  
Riter Rogers Wattier & Brown  
P.O. Box 280  
Pierre, SD 57501-0280

The undersigned further certifies that 15 copies of the Appellant's Brief in the above-captioned action were hand delivered to Shirley A. Jameson-Fergel, Clerk of the Supreme Court, State Capitol, 500 East Capitol Avenue, Pierre, South Dakota, 57501, on the date above written.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAVID A. GERDES

Attorneys for Appellant

503 South Pierre Street

P.O. Box 160

Pierre, South Dakota 57501-0160

Telephone: (605)224-8803

## CERTIFICATE OF COMPLIANCE

David A. Gerdes, attorney for Appellant, hereby certifies that the foregoing Appellant's Brief complies with the type volume limitation imposed by the Court by Order. Proportionally spaced typeface Times New Roman has been used. Excluding the cover pages, Table of Contents, Table of Authorities, Certificate of Service and Certificate of Compliance, Appellant's Brief contains 4148 words or 21,504 characters and does not exceed 32 pages. Microsoft Word is the word processing software that has been used.

Dated this 11<sup>th</sup> day of April, 2007.

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAVID A. GERDES

Attorneys for Appellant

503 South Pierre Street

P.O. Box 160

Pierre, South Dakota 57501-0160

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## APPENDIX

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MONTANA-DAKOTA UTILITIES CO.  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION STAFF  
FIRST DATA REQUEST  
DATED MAY 2, 2006  
DOCKET NO. EL06-011

**Request No. 8**

**Has any customer been served at the existing site?**

Response:

Prior to October 2005 there was a minimal facility roadside park in the SE 1/4 of the SW ¼ of Section 20.



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF	)	DOCKET NO. EL06-011
MONTANA-DAKOTA UTILITIES CO.	)	
FOR APPROVAL TO PROVIDE ELECTRICAL	)	
SERVICE FOR THE NEW NORTH CENTRAL	)	AFFIDAVIT OF BRUCE BREKKE
FARMERS ELEVATOR TO BE LOCATED	)	
NEAR BOWDLE, SOUTH DAKOTA,	)	

State of South Dakota	)	
	) ss	
County of Walworth	)	

Bruce Brekke, being first duly sworn, deposes and says that he is the Mobridge District Manager of MDU, including the Bowdle area, and that he makes this affidavit for use in the above-entitled matter.

1. Montana-Dakota was first contacted regarding serving natural gas to the Bowdle site for North Central Farmers Elevator in October of 2005.

2. In January of 2006 I received a telephone call from Paul Erickson, Manager of FEM Electric, visiting about a seasonal load of at least 2000 kilowatts for North Central Farmers Elevator. He asked how MDU interpreted the large load statute and how FEM would proceed to request a tap of MDU's transmission line. I indicated I would check on this and get back to him.

3. On January 20, 2006, I telephoned Keith Hainy, Manager of North Central Farmers Elevator, inquiring about the estimated electric load for the site. Keith referred me to Logan Electric, which faxed a copy of his information concerning motor loads for the new site.

4. On January 27, 2006, I telephoned Keith Hainy indicating to him that he had a choice in electric provider based upon the amount of the proposed load at the new site in Bowdle. Keith indicated he was aware of this, that he and the FEM Manager, Paul Erickson, had discussed it. Keith stated that, while North Central Farmers Elevator and FEM were partners on other ventures, he would

still be interested in considering Montana-Dakota's proposal. He specifically inquired about an interruptible rate to eliminate demand charges.

5. On January 30 I returned Paul Erickson's inquiry and advised him that Henry Ford was the contact to request a tap of MDU's transmission line. He indicated he would forward the information to East River Electric.

6. On April 27, 2006, I attended a meeting involving location of the gas line which would feed the new Bowdle site. I again advised Paul Erickson that MDU believed it had the superior offer and was entitled to provide service to the territory under the large load exception.

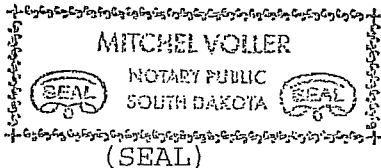
Further affiant sayeth naught.

Dated this 14 day of July, 2006.

Bruce Brekke

Bruce Brekke

Subscribed and sworn to before me this 14 day of July, 2006.



Mitchel Voller  
Notary Public

Notary Print Name: Mitchel Voller  
My Commission Expires: March 24, 2012



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF )	DOCKET NO. EL06-011
MONTANA-DAKOTA UTILITIES CO. )	
FOR APPROVAL TO PROVIDE ELECTRICAL )	
SERVICE FOR THE NEW NORTH CENTRAL )	AFFIDAVIT OF LARRY OSWALD
FARMERS ELEVATOR TO BE LOCATED )	
NEAR BOWDLE, SOUTH DAKOTA, )	

State of North Dakota )		
	)ss	
County of Burleigh )		

Larry Oswald, being first duly sworn, deposes and says that he is a Customer Energy Consultant for Montana-Dakota Utilities Co. and that he makes this affidavit for use in the above-entitled matter.

1. A meeting was held on March 17, 2006, regarding electric service with Keith Hainy, North Central Farmers Elevator Manager, in Ipswich, South Dakota. Bruce Brekke and I attended from MDU. Among other things, Bruce and I explained to Keith that MDU is committed to serving them at their Bowdle terminal and in order to assess the possibility of MDU providing service we would need to discuss the connected load and load profile. Bruce and I explained the process that would have to happen in order for MDU to provide service to the new plant. Keith seemed to be open to the idea and explained that he was entertaining rate offers from both MDU and FEM. Keith supplied billing data for a smaller plant located near Craven that he felt would be somewhat similar to the operation of the Bowdle plant. He also stated that they are planning to install a generator and would prefer an interruptible rate. Bruce and I left stating we would work on a rate offering and get back to him in 10 days or so.

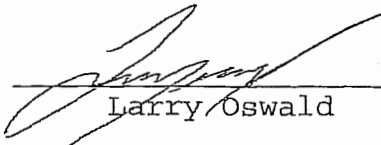
2. Another meeting was held with Keith Hainy on April 6, 2006. Among other things, we presented a proposed rate to him and discussed how this rate would impact plant operations if our projections were not on track. Keith believed that the kilowatt hour consumption estimate was high due to his belief that motors on

the plant were designed to do the same job as the Craven plant only in half the time. Keith indicated that FEM had a very similar estimate of kilowatt hours. Keith wanted us to rework the rate and get back to him. We again stated to him that MDU is committed to serve the new plant and would like his support. We also stated to him that we planned to proceed with our filing to serve the new plant even without their support because we believed MDU was in a better position to serve the plant because of proximity and reliability.

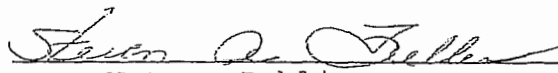
3. On April 11 Keith Hainy called me and indicated that he had decided to prefer FEM to serve the new plant. I again reiterated to Keith that MDU was committed to serve the new plant and that MDU was still planning the filing to serve the load.

Further affiant sayeth naught.

Dated this 14 day of July, 2006.

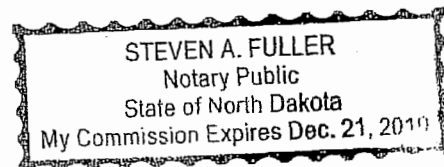
  
Larry Oswald

Subscribed and sworn to before me this 14 day of July, 2006.

  
Notary Public

(SEAL)

Notary Print Name: Steven A. Fuller  
My Commission Expires:  
12-21-2010







MONTANA-DAKOTA UTILITIES CO.  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION STAFF  
FIRST DATA REQUEST  
DATED MAY 2, 2006  
DOCKET NO. EL06-011

**Request No. 3**

**Please provide a cost breakdown of the service installation costs.**

Response:

Montana-Dakota's cost estimate of extending electric to the new Bowdle Terminal is summarized in the table below:

½ Mile of 41.6 kV transmission line	\$24,000
Construction of Substation	69,000
All Substation Equipment	150,000
<b>Total Extension Costs</b>	<b>\$243,000</b>

As proposed to North Central the rate would be for primary service and all transformer and primary metering costs would be the responsibility of North Central. The projected total cost to North Central is \$39,500.



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION  
FOR DESIGNATION OF MONTANA-  
DAKOTA UTILITIES CO. AS  
ELECTRIC SERVICE PROVIDER FOR  
THE NEW NORTH CENTRAL  
FARMERS ELEVATOR LOCATION IN  
BOWDLE, SOUTH DAKOTA AS A  
LARGE LOAD CUSTOMER

Docket No. EL06-011

RESPONSES TO STAFF'S INITIAL  
DATA REQUESTS OF FEM

1. Explain in detail why you believe the contracted minimum demand of the customer is less than 2,000 kilowatts.

Answer: FEM's belief that the contracted minimum demand of the customer is less than 2,000 kilowatts is based upon two things. First, it is based upon FEM's analysis of the Craven Elevator, which is owned by North Central Farmers Elevator (North Central) and is a current customer of FEM. The Craven Elevator has an average load of less than 1,000 kilowatts per month, for 10 months of the year. During peak demand (2 months of the year), the Craven Elevator uses less than 1500 kilowatts of power. The new North Central Facility to be located in Bowdle is similar in nature and capacity to the Craven Elevator, so FEM believes the demand will be similar to that of the Craven Elevator, which is less than 2000 kilowatts of contracted minimum demand. FEM's belief as to the size of the load is also based upon discussions with Keith Hainy, Manager of North Central. The analysis of the size of the load performed by the owners of the new Facility is the same as FEM's analysis.

2. Please provide a copy of the service contract proposed to the customer.

Answer: A copy of the service contract with the customer is attached as Staff Exhibit A.

3. Please provide a cost breakdown of the service contract proposed to the customer.

Answer: The service installation costs of the Facility are approximately as follows:

Transmission line and substation	\$530,000.00
On-site distribution facilities	<u>120,000.00</u>
Total	\$650,000.00 <sup>1</sup>

---

<sup>1</sup> These estimated costs are based upon the assumption that East River will tap into MDU's Glenham to Bowdle transmission line, pursuant to the Common Use and Interconnection Agreement between MDU and Basin Electric.

4. Explain in detail the adequacy of your power supply to serve this new large load customer.

Answer: FEM has an adequate power supply available for the Bowdle Facility in that Basin Electric Power Cooperative, Inc. (Basin Electric) and East River Electric Power Cooperative, Inc. (East River), cooperatively owned by FEM and others, have large generation and transmission facilities in existence and under construction that will provide adequate power supply for distribution by FEM to North Central's Bowdle Facility and other similar consumers. Basin Electric can generate an adequate supply of power to the area to be served. East River can transmit the power to FEM by tapping into MDU's transmission line or by utilizing its own transmission line approximately three miles from the Facility site (Roscoe facility). Thus with Basin Electric and East River providing generation and transmission services and FEM's distribution of said electric services to the customer, FEM has the ability to provide electrical services that will be more than adequate to meet the requirements of the Bowdle Facility.

5. Please explain in detail the electric service requirements of the customer.

Answer: FEM will provide two 2000 KVA transformers with 277/480 volt electric service to the Facility to meet the electric service requirements of the customer. With diversity, the monthly load will be no greater than 1500 kilowatts.

6. Please explain in detail what redundancy and protection from outages your system offers the customer.

Answer: FEM's system offers redundancy by installation of two transformers on the site. In addition, there will be a back-up distribution circuit from East River's Roscoe, South Dakota facility, which is approximately 12 miles away.

FEM's system offers protection from outages in the following ways:

- (1) Pursuant to the service contract between the parties, the customer has agreed to purchase a 1,000 kW back-up generator. This generator is currently on order.
- (2) The load can be segregated between two separate transformers, either one of which will be able to serve the entire Facility.
- (3) FEM will provide a back-up distribution circuit from East River's Roscoe Facility.

7. Please explain in detail the proximity of adequate facilities from which electric service may be delivered to the customer.

Answer: Basin Electric has a Common Use and Interconnection Agreement with MDU, and said Agreement allows East River to tap in to MDU's transmission lines. Pursuant to said Agreement, East River will tap in to MDU's Glenham to Bowdle 41.6 KV transmission line. East River will build ½ mile of 41.6 KV transmission line to a new 41.6 to 12.47 KV substation located on the site of the new Facility. As an alternative, East River will build a substation adjacent to its 41.6 KV Bowdle to Roscoe transmission line, and FEM will construct approximately 3 miles of 12.47 KV distribution line to the site.

8. Please describe in detail any and all pertinent factors affecting the ability of FEM to furnish adequate electric service to the customer.

Answer: FEM currently serves the Craven Elevator, which is the largest facility of this type in the area. FEM also serves 9 Hutterite colonies, which are large and critical loads. FEM has adequate capacity to serve these loads, in addition to the new Facility at Bowdle. FEM is the local service provider and has demonstrated that it has adequate crews and equipment to service the new Bowdle Facility.

9. Please provide a map showing FEM lines, substations, etc. that would supply power to the customer and provide redundancy.

Answer: A preliminary map is attached as Staff Exhibit B. A more detailed map will be provided when available.

10. Please explain in detail why the customer prefers FEM as an electric service provider.

Answer: The customer has indicated its preference of FEM as an electric service provider for the following reasons:

- (a) FEM and North Central are local businesses and provide services to the same people.
- (b) FEM and North Central are both cooperatives, and are thus owned by the same local patrons.
- (c) The new Facility will be located within FEM's certified service area. As the local service provider, FEM is better able to respond in a timely manner to the service needs of the Facility.
- (d) Keith Hainy, Manager of North Central, has an existing business relationship with FEM. Mr. Hainy is well aware of FEM's demonstrated ability to provide excellent services to the Craven facility and Mr. Hainy wants to expand the business relations between FEM and North Central to the Bowdle Facility.

- (e) Mr. Hainy has done an analysis of the electric service needs of the Bowdle Facility and knows it is not a biddable load. FEM is thus entitled to serve the Bowdle Facility, even if North Central preferred otherwise, which it clearly does not.

11. Please provide a breakdown of the projected load.

Answer: FEM has not yet completed a final breakdown of the projected load. FEM will supplement this response upon completion of the final breakdown.

12. Provide the rate that will be applicable to service the load.

Answer: The rate applicable to serve the load is included in the last 3 pages of the Service Contract, Staff Exhibit A.





## ELECTRIC SERVICE AGREEMENT

This Agreement made and entered into April 13, 2006, by and between FEM Electric Association, Ipswich, South Dakota (hereinafter called the Cooperative) and North Central Farmers Elevator, Ipswich South Dakota (hereinafter called the Customer).

### WITNESSETH:

**WHEREAS**, the Customer is constructing a grain handling facility located in Edmunds County, South Dakota (hereinafter called the Facility); and

**WHEREAS**, the Customer desires to have the Cooperative provide all of the electric power and energy requirements of the Facility and the Cooperative is willing and able to provide these requirements.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the Cooperative and the Customer agree as follows:

**1. Description of Facility:**

The Facility shall include the Customer-owned grain handling facility, multi-unit train loading facility and related facilities located in Section 20, Township 123N, Range 73W, Edmunds County, South Dakota.

**2. Agreement to Sell and Purchase:**

The Cooperative hereby agrees to sell and deliver to the Customer and the Customer agrees to purchase and receive from the Cooperative all of the electric power and energy requirements of the Facility upon the terms and conditions hereinafter provided.

**3. Service Characteristics:**

- a. Service Delivery. Service hereunder shall be provided at multiple service locations at the Facility, consisting of two - 2000 kVA 12,470-277/480V transformers. The Cooperative shall install or cause to be installed, operated, and maintained 3/4 miles of 41.6 kV transmission line, a 41.6/12.47 kV substation, 2 - 2,000 kVA padmount transformers, approximately 1 (one) mile of 15 kV underground distribution line, and associated distribution switchgear.
- b. Capacity. The Cooperative shall provide the Facility with up to 4,000 kVA of electrical service capacity. Service to loads above 2,500 kVA shall require an amendment to this Agreement.

- c. Interruptible Service. Service hereunder shall be interruptible as described in the attached Rate Schedule. Power interruptions may also occur as the result of planned and coordinated maintenance and circumstances beyond the control of the Cooperative as provided for in Section 4i of this Agreement.

4. **Service Conditions and Requirements:**

- a. Cooperative-Owned Facilities. The Cooperative will furnish or cause to be furnished, installed, and maintained all electric equipment and facilities required to deliver electric power and energy to the Customer for the Facility to the point of connection. The point of connection shall be the secondary terminals of the Customer's transition cabinets. Electric service equipment furnished, installed, operated, and maintained by the Cooperative, as identified in Section 3a, on the property of the Customer shall remain the property of the Cooperative and may be removed upon termination or retirement of service.
- b. Customer-Owned Facilities. The Customer shall be solely responsible for the design, installation, maintenance, and safety of any and all Customer-supplied electric facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Cooperative's equipment and members from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.
- c. Customer-Owned Generation. Customer-owned generators shall be operated only during periods (1) of load control as signaled by the Cooperative; (2) when electric service from the Cooperative is not available; (3) to safeguard against potential power interruptions; or (4) for the required testing and maintenance of the Customer's electric facilities and equipment. Except during load transfers between the Customer's generators and the Cooperative's electric system, the generators shall not be operated in parallel with the Cooperative's system. Specific interconnection requirements will be consistent with Cooperative policy.
- d. Location of Cooperative Facilities. The Customer will provide to the Cooperative suitable locations for the installation of electric facilities on the property of the Customer. The Customer shall provide the Cooperative or its power supplier, at no cost, a Warranty Deed for the substation property and permanent easements for all electric power supply facilities located on site, including but not limited to, in and out transmission and distribution lines to permit multiple use of said facilities, on-site distribution lines and distribution transformer/switchgear sites. The Customer will provide site grading for the substation at no cost to the Cooperative and further will provide a concrete pad for all distribution transformers and switchgear in accordance with specifications provided by the Cooperative.
- e. Accessibility to Cooperative Facilities. Duly authorized representatives of the Cooperative shall be permitted to enter on the property of the Customer to the

extent necessary to maintain and service electric facilities at all reasonable times in order to carry out the provisions of this Agreement.

- f. Operation of Cooperative Equipment. The Customer will not interfere with the operation of any Cooperative-owned electric equipment or facilities, including any metering or communication equipment. The Customer shall advise the Cooperative as soon as possible if the Customer discovers any apparent problem with the condition or functioning of the Cooperative's equipment or facilities.
- g. Operation of Customer Equipment. The Customer's electric service, electric facilities, and load characteristics will conform to the National Electric Code and National Electric Safety Code, IEEE/ANSI standards, and Prudent Utility Practice. If the operation of any of the Customer's equipment causes power quality or operational problems to the Cooperative's electric system, the Customer shall promptly correct or remove the cause of the problem. If the Customer does not eliminate the problem, the Cooperative can correct or remove the problem from the electric system and the Customer will be responsible for the costs. The Customer shall notify the Cooperative immediately if the Customer discovers that the condition or operation of any of the Customer-supplied electric equipment or facilities may pose a risk to any persons or property.
- h. Cooperative Membership. The Customer shall be a member of the Cooperative.
- i. Hold Harmless. If the supply of electric power and energy provided by the Cooperative should fail or be interrupted, or become defective, through (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal governmental department or agency or any court of competent jurisdiction; (b) Customer action or omissions; or (c) acts of God, fires, strikes, embargoes, wars, insurrection, riot, equipment failures, operation of protective devices, or other causes beyond the reasonable control of the Cooperative, the Cooperative shall not be liable for any loss or damages incurred by the Customer or be deemed to be in breach of this Agreement. The Customer acknowledges that the delivery of electric power and energy may at times be subject to interruption by causes beyond the control of the Cooperative, including weather conditions, vandalism, accidents, and other interruptions, and that the Customer assumes the risk of those potential interruptions. The Cooperative will use its best efforts to return the interrupted electric service in the shortest reasonable time under the circumstances.

5. **Metering:**

- a. Point of Metering. Metering will measure the demand and energy of the total Facility and will be located on cooperative facilities, either inside or outside the substation.

- b. Metering Responsibility. All meters shall be furnished, installed, maintained, and read by the Cooperative or its power supplier.
- c. Meter Testing Procedure. The metering shall be tested at least once every two years for accuracy. If any test discloses the inaccuracy of said meters to the extent of more than two percent (2%) fast or slow, an adjustment in billing, according to the percentage of inaccuracy found, shall be made for the period elapsed subsequent to the date of the last preceding test.
- d. Meter Failure. Should the metering equipment at any time fail to register proper amounts or should the registration thereof be so erratic as to be meaningless, the capacity and energy delivered shall be determined by the Cooperative from the best information available.

**6. Rates and Payment:**

- a. Rate Schedule Application. The Customer shall pay the Cooperative for service rendered hereunder at the rates and upon the terms and conditions set forth in the Rate Schedule attached to and made a part of this Agreement and any revisions thereto or substitutions thereof adopted by the Cooperative's Board of Directors.
- b. Payment Arrangements. - All charges for service shall be paid to the Cooperative by electronic funds transfer, which will be initiated by the Cooperative on the day when the billing is completed for the preceding month's electric bill. If said transfer is rejected (or the Cooperative is unable to complete it for any reason), the Customer will be notified and the Cooperative may discontinue service to the Customer upon giving eight (8) days written notice to the Customer of its intention to do so, provided, however, that such discontinuance of service shall not relieve the Customer of any obligations under this Agreement. During the term of this Agreement, the parties may negotiate alternative payment arrangements that are agreeable to both parties.
- c. Disputed Bills. The Customer shall pay all bills for services and/or energy in a timely manner and in accordance with billing procedures established by the Cooperative even though said charges may be disputed. If it is determined that the Customer is entitled to a refund or credit for a disputed bill, the Cooperative shall, in addition to the principal amount refunded or credited, pay interest on said amount at the rate authorized for interest on judgments in the State of South Dakota. Neither party shall be obligated to settle disputes by arbitration or mediation without the mutual consent of the parties.

**7. Commencement and Termination:**

- a. Commencement Date. This Agreement shall be in effect as of the date executed and the Customer's obligation to purchase electric service hereunder shall

commence upon the startup of the commercial operation of the Facility but no later than \_\_\_\_\_, 2006, whichever occurs first.

- b. Minimum Facilities Charge Obligation. In the event that this Agreement is terminated and the Customer ceases to use the facilities described in Section 3a, the Customer agrees to pay to the Cooperative the equivalent of ten years (120 months) of facilities charges that the Customer would have paid if the agreement would have remained in effect for the first ten years, less facilities charge payments already made by the Customer prior to termination.
- c. Default and Termination. The Customer shall be in default if it fails to timely pay for service under this Agreement, if it breaches any other of its obligations to the Cooperative, or if it becomes the subject of bankruptcy or insolvency proceedings. If the Customer fails to cure that default within ten (10) days after the Customer receives written notice of default from the Cooperative, the Cooperative may, at its sole option, suspend or terminate its further performance under this Agreement, disconnect electric service to the Customer, terminate this Agreement, or take other action to address the Customer's default. This provision shall not limit the Cooperative's right to take immediate action to suspend services if the Customer's act or omission interferes with the safe and efficient operation of the Cooperative's electric system, nor shall it limit the Cooperative's right to pursue any other or further remedy available to it by law.

**8. Security Agreement for Customer Obligations:**

To secure the Customer's performance of its obligations to the Cooperative under this Agreement, the Customer hereby grants the Cooperative a security interest in any of the Cooperative's patronage capital credits owned or hereafter accrued by the Customer. The Customer agrees to sign and deliver a Uniform Commercial Code (UCC) financing statement and such other and further documents, as the Cooperative shall reasonably request to perfect and continue this security interest.

**9. Patronage Capital Credits:**

Service under the rates provided for in this Agreement is subject to a special allocation of capital credits to the Customer by the Cooperative. This will take into account the reduced cost allocation associated with the rates that are included in this Agreement. Based on this special allocation, Capital Credits will be minimal. For the purpose of this Agreement, the Customer acknowledges that they are not a natural person under South Dakota law.

**10. Disclaimer of Warranty and Limitation of Liability:**

Each party shall be responsible for its own facilities and personnel provided or used in the performance of this Agreement. Neither the Cooperative nor the Customer shall be responsible to the other party for damage to or loss of any property, wherever located,

unless the damage or loss is caused by its own negligence or intentional conduct or by the negligence or intentional conduct of that party's officers, employees, or agents, in which case the damage or loss shall be borne by the responsible party. The Cooperative shall not be responsible or liable to the Customer or to any other party for any indirect, special or consequential damages, or for loss of revenues from any cause.

11. **Indemnification:**

The Customer agrees to indemnify and holds the Cooperative harmless from and against any liability for any claims or demands arising out of property damage, bodily injury, or interruptions to the Customer's electric service caused by electric equipment or facilities owned by the Customer, or the Customer's possession, use, or operation of electric equipment or facilities.

12. **General:**

- a. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of South Dakota.
- b. Notices. All notices under this Agreement shall be given in writing and shall be delivered personally or mailed by first class U.S. mail to the respective parties as follows:

To Customer:

Mr. Keith Hainy, Manager  
North Central Farmers Elevator  
P. O: Box 366  
Ipswich, South Dakota 57451

To Cooperative:

Paul Erickson, Manager  
FEM Electric Association, Inc.  
PO Box 468  
Ipswich, South Dakota 57451

- c. No Waiver. No course of dealing nor any failure or delay on the part of a party in exercising any right, power or privilege under this Agreement shall operate as a waiver of any such right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which a party would otherwise have.

- d. Entire Agreement/Amendment. This Agreement represents the entire Agreement between the parties with respect to the matters addressed in this Agreement, except as provided in the Cooperative's bylaws, rules, and regulations applicable to similarly situated customers, which are incorporated herein. This Agreement may be changed, waived, or terminated only by written agreement signed by both parties as set forth herein.
- e. Assignment. The Cooperative may assign this Agreement to an affiliate or affiliates of the Cooperative, to a partnership(s) in which the Cooperative or an affiliate has an interest, or to any entity which succeeds to all or substantially all the Cooperative's assets by sale, merger or operation of law. The Customer may not assign this Agreement without the written consent of the Cooperative, which consent will not be unreasonably withheld.
- f. Severability. Should any part, term or provision of this Agreement be, by a court of competent jurisdiction, decided to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

Attest:

FEM ELECTRIC ASSOCIATION, INC.

\_\_\_\_\_

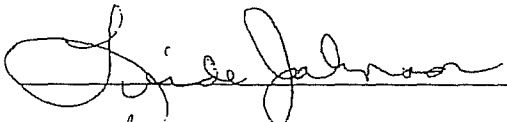
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

NORTH CENTRAL FARMERS ELEVATOR



Title: Dirk Koepel

By: 

Title: General Manager

# **RATE SCHEDULE** North Central Farmers Elevator Bowdle Facility

## AVAILABILITY

Available to the North Central Farmers Grain Handling Facility located in the Section 20, Township 123N, Range 73W, in Edmunds County, South Dakota, for commercial operation of the facility. This schedule is not available for startup or construction power and is subject to the established rules and regulations of the Cooperative.

This rate is subject to an interconnection agreement with MDU.

## TYPE OF SERVICE

Multiple deliveries of alternating current, 60 cycle, 277/480 volt three-phase.

## MONTHLY RATE

The Customer shall pay the Cooperative for service hereunder at the following rates and conditions. The following is the Rate Components schedule through the year 2010.

	2006	2007	2008	2009	2010
	<b>Guaranteed</b>	<b>Guaranteed</b>	<b>Guaranteed</b>	<b>Guaranteed</b>	<b>Estimated</b>
Non-coincident Demand Charge Above 3,200 kW (kW per month)	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Coincident Demand Charge (kW per month)	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Monthly Facilities Charge	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Energy Charge (kWh per month)	\$.02580	\$.02580	\$.02580	\$.02580	\$.03200

## RATE GUARANTEE

The monthly demand, facilities and energy charges specified above are guaranteed to remain unchanged for the years 2006 through 2009. If the Cooperative makes additional investments in the electric transmission, substation or distribution facilities serving the Facility during the term of this rate guarantee, the rate shall be adjusted accordingly. However, the rates may be adjusted at any time by the amount of any new or increased level to current local, state, or Federal taxes or fees.

The form of the rate is guaranteed through 2016. The rate form shall be a monthly facilities charge, an energy charge, and demand charges if applicable as described under the Billing Demand section which follows this section.



### BILLING DEMAND

The billing demand shall be equal to the Customer's contribution to the monthly billing demand from the Cooperative's power supplier, as determined by a demand meter or otherwise, and adjusted for power factor.

The Customer is required to follow the load management strategy under the 5/7 Interruptible Rate. The Customer's total load must be removed from East River's billing peak in the months of January, February, June, July, August, November and December of each year when called to do so via East River's load management signal. In the other five months, the Customer will be credited its half-hour demand coincident with East River's billing peak. Failure to shed load when called to do so will result in a charge for all the Customer's on peak demand coincident with East River's billing peak, and a "strike." For any strike the Customer receives that results in an accumulation of three or more strikes in any 24-month rolling period, the demand charge will be tripled for the Customer's demand coincident with East River's billing peak.

The Customer is limited to 2,500 kW non-coincident peak in any billing period. Demands above 2,500 kW are subject to a demand charge.

### MINIMUM BILLING DEMAND

None

### FACILITY CHARGE

The facility charge shall be \$8,000 per month, totaling \$96,000 per year. There is no required minimum energy usage.

The facility charge is based on the Customer being the only electric load being served from the facilities being constructed as set forth in Section 3.a. In the event, additional customers are provided service from these facilities, the Cooperative will review the facility charge to the Customer and will make any appropriate adjustments.

### POWER FACTOR ADJUSTMENT

The Customer agrees to maintain unity power factor as nearly as practicable. The demand charge may be adjusted to correct for average power factors less than five percent (5%) unity (lagging) or greater than five percent (5%) unity (leading) by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than five percent (5%) unity (lagging) or more than five percent (5%) unity (leading).

### STATE AND MUNICIPAL TAXES

All applicable state and municipal sales tax and any other non-ad valorem taxes imposed on electric energy sales shall be applied to monthly bills rendered under this rate schedule unless the consumer is exempt from said tax or taxes.

### TERMS OF PAYMENT

In the event the current monthly bill is not paid in accordance with the payment dates indicated on the bill, a late payment penalty in effect at the time shall apply.

EFFECTIVE: \_\_\_\_\_, 2006







**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE PETITION OF )</b>	<b>FINAL DECISION AND</b>
<b>MONTANA-DAKOTA UTILITIES CO. FOR )</b>	<b>ORDER GRANTING</b>
<b>APPROVAL TO PROVIDE ELECTRICAL )</b>	<b>SUMMARY DISPOSITION</b>
<b>SERVICE FOR THE NEW NORTH CENTRAL )</b>	<b>AND NOTICE OF DECISION</b>
<b>FARMERS ELEVATOR TO BE LOCATED )</b>	
<b>NEAR BOWDLE, SOUTH DAKOTA )</b>	<b>EL06-011</b>

On April 12, 2006, the Commission received a Petition for Large Load Electrical Service (Petition) from Montana-Dakota Utilities Co, (MDU) for the right to provide electrical service to a new grain handling/multi-unit train loading facility to be operated by North Central Farmers Elevator (North Central) near Bowdle in Edmunds County, South Dakota. The Petition requests that the Public Utilities Commission assign MDU as the supplier of electrical service to the North Central facility. The Petition states that the site of the proposed facility is within the assigned service-area of FEM Electric Association, Inc. (FEM), that it will require electrical service of substantially more than a contracted minimum demand of 2,000 kilowatts and that MDU is best suited to provide such electrical service. On April 14, 2006, the Commission electronically transmitted notice of the filing and the intervention deadline of April 27, 2006, to interested individuals and entities. On May 1, 2006, the Commission received Petitions to Intervene from North Central and FEM. On May 15, 2006, the Commission received a Petition to Intervene from South Dakota Rural Electric Association (SDREA). At a regularly scheduled meeting of May 23, 2006, the Commission voted unanimously to grant the interventions, and on June 5, 2006, the Commission issued an Order Granting Intervention to North Central, FEM and SDREA.

On June 22, 2006, FEM filed a Motion for Summary Disposition pursuant to SDCL 1-26-18 (Motion), a Memorandum in Support of Motion for Summary Disposition and Affidavit of Keith Hainy in support of the Motion for Summary Disposition. On June 29, 2006, North Central filed a Joinder in Motion for Summary Disposition. On July 14, 2006, the Commission received Staff's Response to FEM's Motion for Summary Disposition. On July 17, 2006, MDU filed a Brief Opposing Motion for Summary Disposition and the Affidavits of Bruce Brekke and Larry Oswald. On August 8, 2006, FEM filed a Reply Memorandum in Response to MDU's Brief Opposing FEM's Motion for Summary Disposition.

The Commission has jurisdiction in this matter pursuant to SDCL Chapter 49-34A, particularly 49-34A-56.

FEM's Motion for Summary Disposition came on for hearing before the Commission at its regular meeting on August 8, 2006. The Commission voted unanimously to grant the motion.

Having considered the Motion, the pleadings of the parties including documentary attachments thereto, the affidavits filed by the parties and the oral arguments of the parties at the hearing, the Commission makes the following Findings of Fact, Conclusions of Law and Final Decision and Order:

## FINDINGS OF FACT

The Commission finds that there is no genuine issue of fact regarding the following facts and accordingly makes the following findings of fact:

1. North Central is planning to build a new grain handling facility near Bowdle, South Dakota (Facility). The Facility will be located in the assigned electric service territory of FEM. Hainy Aff., ¶ 1.
2. North Central is a current customer of FEM, as is North Central's grain handling plant located in Craven, South Dakota. Hainy Aff., ¶ 2.
3. MDU's Petition does not allege that the location where the Facility will be located is a location where it was serving a customer as of March 21, 1975.
4. As a current FEM customer, it is North Central's desire to expand its current business relationship with FEM by having FEM provide electric service to the Facility. Hainy Aff., ¶ 3.
5. North Central entered into an agreement for electrical services to the Facility on or about April 13, 2006. Hainy Aff., ¶ 5.
6. North Central's clear and stated preference is to have FEM as its electric service provider for the Facility. North Central's execution of this Electric Service Agreement evidences this preference. Hainy Aff., ¶ 8.
7. North Central did not petition the Commission for approval of an alternative electric service provider pursuant to SDCL 49-34A-56. Hainy Aff., ¶ 8. North Central did not file a complaint pursuant to SDCL 49-34A-59 alleging that FEM will not be able to provide adequate electric service to it under SDCL 49-34A-58.

## CONCLUSIONS OF LAW

1. Except in a few limited circumstances, under the South Dakota Territorial Integrity Act, codified as SDCL 49-34A-1(1), 49-34A-42 through 49-34A-44, and 49-34A-48 through 49-34A-59, ". . . each electric utility has the exclusive right to provide electric service at retail at each and every location where it is serving a customer as of March 21, 1975, and to each and every present and future customer in its assigned service area." SDCL 49-34A-42.
2. The Petition does not allege that MDU was providing service to the location of the Facility as of March 21, 1975, and MDU is therefore not afforded the right under this provision to provide electric service to the facility.
3. The Facility will be located in the assigned service area of FEM, and FEM accordingly has the exclusive right to provide service at such location unless one of the exceptions to the exclusive right to serve is demonstrated. *Matter of Northwestern Public Service Co. with Regard to Electric Service to Hub City*, 1997 SD 35, 560 N.W.2d 925 (1997) (*Hub City*).
4. The exception asserted by MDU which it argues would, if proven, permit it to provide service to the Facility is SDCL 49-34A-56. MDU argues that it can demonstrate that it will better meet five of the six factors set forth in SDCL 49-34A-56 other than "(5) The preference of the customer. . . ," and that this accordingly will afford it the right to serve the Facility.

5. The flaw in MDU's position is that the conditional factors in SDCL 49-34A-56 only come under consideration if the fundamental prerequisites of the statute set forth in the body of the statute are first fulfilled. That is not the case here. The essential language of the statute provides: "[N]ew customers at new locations. . . shall not be obligated to take electric service from the electric utility having the assigned service area where the customer is located if . . . ." the Commission finds satisfactory compliance with the six factors. We do not reach the conditional "if" factors in this case because relief from the customer's "obligation" to take service from the assigned utility has not been requested by the customer, North Central.

6. MDU has no standing to assert legal rights or contest legal obligations on North Central's behalf, and MDU has no standing to assert North Central's right under SDCL 49-34A-56 to relief from its obligation to take service for a new facility from the assigned service provider.

7. MDU essentially argues that if a utility other than the assigned utility can demonstrate a superior performance of the conditional factors, SDCL 49-34A-56 then obligates the customer to take its service from such non-assigned utility. This position is unsupported by either logic or precedent and turns the statute on its head. In *Hub City*, the Court succinctly stated: "The plain language of the statute indicates the legislature intended it to do nothing more than provide a new large load customer at a new location an option to be exercised prior to receipt of service." 560 N.W.2d at 928.

8. SDCL 49-34A-56 does not afford a non-assigned utility the right or power to compel a customer to take service from such non-assigned utility.

9. Based upon the Commission's Findings of Fact concerning which there are no genuine issues, the Commission concludes that SDCL 49-34A-56 does not afford MDU a right to serve the Facility, that FEM's Motion for Summary Disposition should be granted and that MDU's Petition should be denied.

It is therefore

ORDERED, that FEM's Motion for Summary Disposition is granted and that MDU's Petition is denied.

#### NOTICE OF DECISION

PLEASE TAKE NOTICE that this Final Decision and Order Granting Summary Disposition and Notice of Decision (Decision) constitutes a final decision and order in this case. Pursuant to SDCL 1-26-32, this Decision will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties. Pursuant to ARSD 20:10:01:30.01, an application for a rehearing or reconsideration may be made by filing a written petition therefor and ten copies with the Commission within 30 days from the date of issuance of this Decision. Pursuant to SDCL 1-26-31, the parties have the right to appeal this Decision to the appropriate Circuit Court by serving and filing notice of appeal of this Decision in the circuit court within thirty (30) days after the date of service of this Notice of Decision.





**MONTANA-DAKOTA UTILITIES CO.  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION STAFF  
FIRST DATA REQUEST  
DATED MAY 2, 2006  
DOCKET NO. EL06-011**

**Request No. 1**

**Explain in detail why you believe the contracted minimum demand is greater than 2,000 kilowatts.**

Response:

Montana-Dakota believes that the contracted minimum demand is greater than 2,000 kW due to information provided to Montana-Dakota by Logan Electric, the electrical contractor for the new terminal, and information provided to Montana-Dakota by East River Electric Power Cooperative. Given this information, Montana-Dakota's proposed service contract requires a contracted demand minimum of 2,000 kW per month.

As shown in Attachment A on a facsimile from Logan Electric dated January 17, 2006 the total design motor horsepower is expected to be 2,674 for the current plant size and an additional 949 motor horsepower is expected for future expansion. Using the standard conversion factor of 0.746 horsepower per kW the connected load would be 1,995 kW and 708 kW respectively. This connected motor load does not include any power requirements for other end use devices such as, but not limited to lighting, computers, and miscellaneous building load.

Also shown in Attachment B is a letter dated February 21, 2006 from East River Electric Power Cooperative to Montana-Dakota requesting an interconnection with Montana-Dakota on the Glenham to Bowdle 41.6 kV transmission line to serve the new Bowdle Terminal. As stated in the letter, East River estimated the peak load for the Bowdle Terminal to be 2.5 MW (2,500 kW) from October to January/February and 1.5 MW (1,500 kW) the remaining months of the year.

Bid # 1

sheet 2 of 4

**NCFE BOWLDE**

**60 HP Pile Fill Conveyor**

**200 HP Load-out Leg/(Soft Starter)**

**15 HP Hydraulic Pump**

**400 A Breaker/Dryer 260 HP**

**30 A Breaker/Sampler**

**40 HP Transfer (Pit) Conveyor**

**150 HP East Receiving Leg/(Soft Starter)**

**150 HP West Receiving Leg/(Soft Starter)**

**75 HP Wet Leg/(Soft Starter)**

**40 HP Pile Reclaim**

**5 HP Screener Fill Conveyor**

**5 HP ~~VFD~~ Screener Unload**

**60 HP Dry Leg**

**40 HP East Top Fill 10,000**

**100 HP East Top Fill 20,000/(Soft Starter)**

**30 A Breaker/Manlift 10 HP**

**10 HP Wet Bin Unload Conveyor**

**60 HP East Bottom Unload Belt**

**75 HP West Bottom Unload Belt/(Soft Starter)**

**30 A Breaker/Gates- 2-Ways**

**IEC Self-Protected Starters 32A, Reversing, Without Isolator,  
With Overload Module, 110VAC Coil, Not Switchgear mounted,  
Shipped Seperate (4 3/4 HP) (21 1/2 HP)**

**15 A Breaker/Distributor #1**

**15A Breaker/Distributor #2**

**100 HP West Top Fill 20,000/(Soft Starter)**

**50 HP West Top Fill 10,000**

**25 HP West Pit Conveyor (Receiving)**

**20 HP ~~VFD~~ East Pit Conveyor (Receiving)**

**20 HP Wet Bin Fan #1**

**20 HP Wet Bin Fan #2**

**100 A Breaker/XFMR**

**100 A Breaker (Roof Fans)**

**IEC Integral Self-Protected Starters 32A, Non Reversing, Without  
Isolator, With Overload Module, 110VAC Coil, Not Switchgear  
Mounted, Shipped Seperate, 22 - 2HP Total (Roof Fans)**

**10 HP Scalper**

**50 HP 90' Bin Bottom Fan #1**

**50 HP 90' Bin Bottom Fan #2**

**50 HP 90' Bin Bottom Fan #3**

**50 HP 90' Bin Bottom Fan #4**

**50 HP 90' Bin Bottom Fan #5**

4 H  
RCL

sheet 3 of 4

Bid # I cont.

50 HP 90' Bin Bottom Fan #6  
50 HP 90' Bin Bottom Fan #7  
50 HP 90' Bin Bottom Fan #8  
50 HP 90' Bin Bottom Fan #9  
50 HP 90' Bin Bottom Fan #10  
50 HP 90' Bin Bottom Fan #11  
50 HP 90' Bin Bottom Fan #12  
50 HP 90' Bin Bottom Fan #13  
50 HP 90' Bin Bottom Fan #14  
50 HP 90' Bin Bottom Fan #15  
50 HP 90' Bin Bottom Fan #16  
50 HP 90' Bin Bottom Fan #17  
50 HP 90' Bin Bottom Fan #18  
50 HP 90' Bin Bottom Fan #19  
50 HP 90' Bin Bottom Fan #20

60 hp-  
Sattal

2,674 Total HP  
Plus Dry 50 KVA XFMR

1.97 m

2-190' mch  
20' per-  
8000 or more

16' x 2



TOTAL P.04

Bid #2

sheet 4 of 4

**NCFE BOWDLE  
FUTURE EXPANSION**

30A Breaker (Electric Gates)  
60 Top Pile Conveyor  
40 Bottom Pile Reclaim  
100 Top Conveyor 20,000/(Soft Starter)  
50 Top Conveyor 10,000  
75 Bottom Bin Reclaim/(Soft Starter)  
50 Bottom Fans #1  
50 #2  
50 #3  
50 #4  
50 #5  
50 #6  
50 #7  
50 #8  
50 #9  
50 #10  
50 #11  
50 #12  
60 A Breaker (Top Fans)

949 Total HP

130'wd -  
25' P-R

2.7'wd



# **EAST RIVER**

**ELECTRIC POWER COOPERATIVE**

121 Southeast First St.  
Madison, SD 57042

P.O. Box 227  
Telephone (605) 256-4536

February 21, 2006

Mr. Henry Ford  
Electric Transmission Manager  
Montana-Dakota Utilities  
400 North Fourth Street  
Bismarck, ND 58501-4092

Subject: Proposed New Interconnection with Montana Dakota Utilities  
Glenham to Bowdle 41.6 kV Transmission Line

Dear Mr. Ford:

As we discussed during our telephone conversation on February 3, a new grain handling/multi-unit train loading facility is currently under construction one mile west of Bowdle, South Dakota in the electric service territory of FEM Electric. FEM Electric is a member system of East River Electric Power Cooperative (East River). East River is responsible for providing the necessary transmission facilities and interconnections for FEM Electric to serve this new electric load.

In order to serve this new facility, East River is requesting an interconnection to Montana-Dakota Utilities' (MDU) 41.6 kV Glenham to Bowdle transmission line under the Interconnection and Common Use Agreement between MDU and Basin Electric Power Cooperative. As a member/owner of Basin Electric, East River is a participant in this Agreement.

The peak load for the new facility is estimated to be 2.5 MW during the months of October through January/February and 1.5 MW the remaining months of the year. The largest motor at the facility is a 260 HP motor. All motors larger than 50 HP are to have soft start capabilities. The facility is scheduled to begin operation in the fall of 2006.

As shown on the attached drawing, the site of this new facility is adjacent to MDU's 41.6 kV Glenham to Bowdle transmission line in Section 20, Township 123 North, Range 73 West, Edmunds County, South Dakota.

To serve the facility, East River is proposing to build approximately one half mile of 41.6 kV transmission line from MDU's 41.6 kV line to a new 5 MVA 41.6 to 12.47 kV East River substation. The substation would have revenue quality metering on the low-side bus of the substation. The new transmission line and substation would be constructed

Mr. Henry Ford

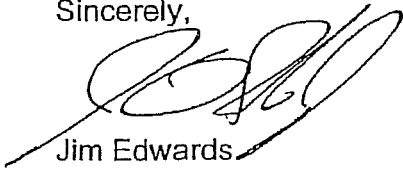
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February 21, 2006

by East River personnel and would be at East River's expense. East River is presently working on a proposed design for interconnecting to MDU's 41.6 kV line. Once the proposed design is completed, East River will forward the engineering drawings and specifications on to you for MDU's review and approval.

If there are any questions or additional information is required in order for MDU to proceed with this request for a new interconnection, please contact either myself at (605) 256-8002 or [jedwards@eastriver.coop](mailto:jedwards@eastriver.coop) or Dan Wall, East River's Manager of Transmission and Engineering Services at (605) 256-8005 or [dwall@eastriver.coop](mailto:dwall@eastriver.coop). I greatly appreciate your prompt attention to this request.

Sincerely,

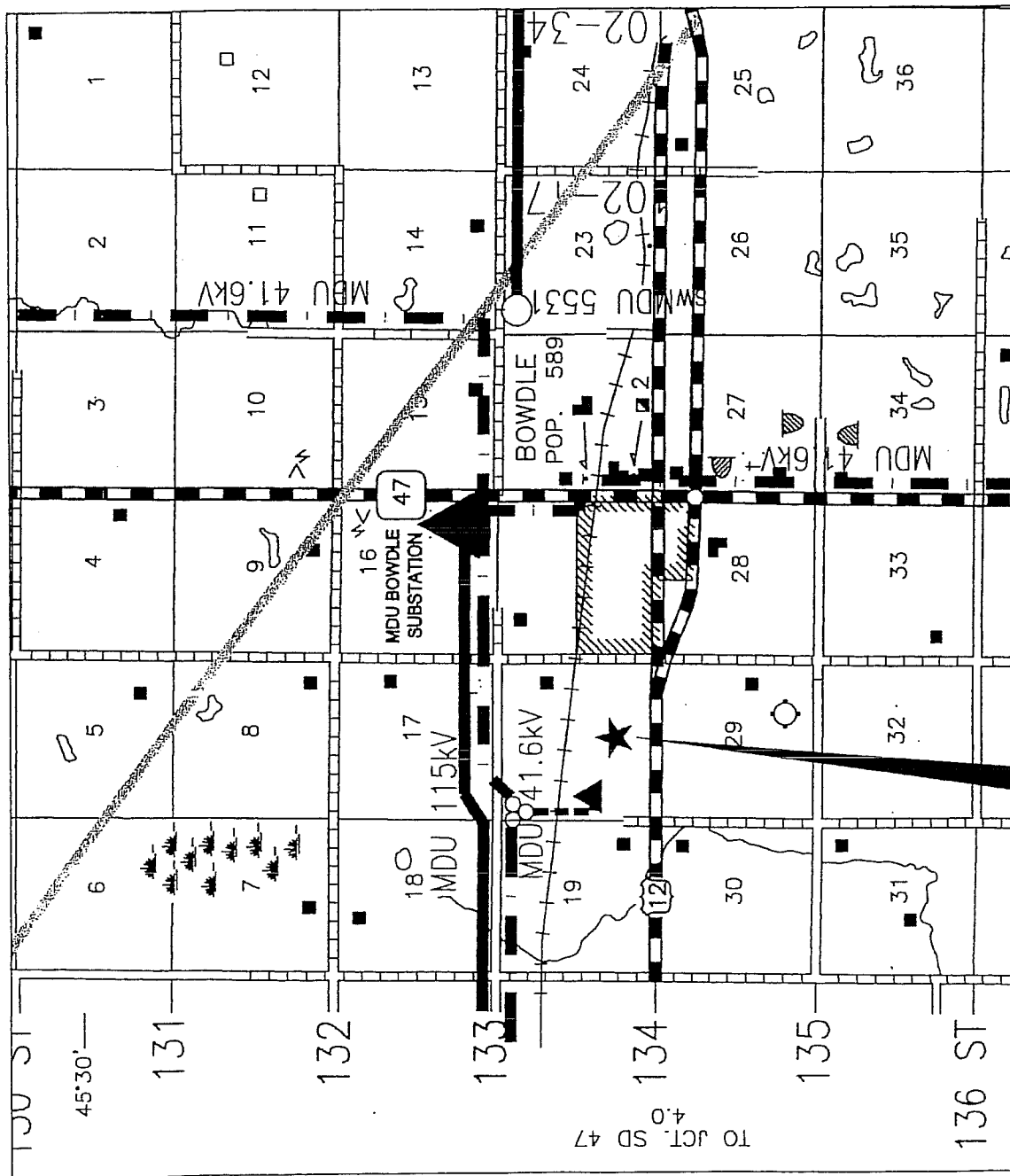


Jim Edwards  
Assistant General Manager Operations

JE/jc

Enc.

cc: Dan Wall  
Ken Booze  
Larry DeKramer  
Paul Erickson, FEM Electric  
Mike Risan, Basin Electric



NORTH CENTRAL FARMERS  
GRAIN HANDLING FACILITY

2-9-08  
NCF ELEVATOR

### LEGEND

- EAST RIVER 115KV SUBSTATION
- EAST RIVER 69/12.47KV SUBSTATION
- NEW EAST RIVER 41.6/12.47KV SUBSTATION
- EXISTING EAST RIVER - 41.6KV LINES
- NEW EAST RIVER 69KV LINE
- NEW THREE WAY LINE SWITCH
- NORTH CENTRAL FARMERS ELEVATOR
- W.A.P.A. 115KV SUBSTATION
- BASIN 230KV SUBSTATION
- W.A.P.A. - 115KV LINE
- W.A.P.A. - 230KV LINE
- BASIN - 230KV LINE
- BASIN - 345KV LINE
- BASIN - 500KV LINE



Your Touchstone Energy Cooperative

NORTH CENTRAL FARMERS  
GRAIN HANDLING FACILITY