



# Lower Sioux Indian Community in the State of Minnesota

P.O. Box 308 • 39527 Reservation Highway 1

Morton, MN 56270

*Cansayapi Otunwe*

March 24<sup>th</sup>, 2017

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, MN 55101-2147

RE: Greater Minnesota Gas, Inc.'s Petition for Approval of Firm Transportation Agreement with United Natural Gas, LLC, a subsidiary of United Farmers Cooperative  
Docket No. PL6580/M-16-1026

Dear Mr. Wolf,

The Lower Sioux Indian Community in the State of Minnesota ("Community") respectfully requests that the Minnesota PUC expedite the review and approval the Greater Minnesota Gas Inc. ("GMG") petition described above. We appreciate that the Minnesota Department Staff have reviewed the petition and recommend that the Commission approve the agreement as filed.

On January 18, 2017, we entered into a Firm Service Agreement with United Natural Gas ("UNG") to bring natural gas to the Community government and commercial buildings initially. Eventually, we plan for our Community members and new businesses to use natural gas.

Our Community businesses and government buildings have used propane for years. We have also looked at other energy options over the years. Our challenges to other energy options include our limited land base, economic resources, and that local natural gas sources are no longer available. We finally found an access opportunity working with GMG.

The Community has known for some time that it needs to diversify economically and have made attempts to do so. However, the Community is challenged to attract businesses because of the lack of natural gas as an energy option. The Community just completed a strategic plan for the Community and is beginning the process to develop an economic development strategic plan. The process and research confirm that new businesses want natural gas as their energy source. The Community Council finds this to be a great opportunity which will provide short term and long term benefits for the Community.

On behalf of our Community members, thank you for your consideration of our request to expedite the approval of the above referenced petition. It is critical to the future of our Community to have natural gas available on our lands. Please contact our President Robert Larsen, Vice President Brian Pendleton or Legal Counsel Lenor Scheffler Blaeser if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Pendleton". The signature is written in a cursive style with a large initial "B".

Lower Sioux Indian Community Council





# Lower Sioux Indian Community in the State of Minnesota

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*Cansayapi Otumwe*

RESOLUTION NO. 17-08

**APPROVING AGREEMENTS, GRANTING SIGNING AUTHORITY, AND  
GRANTING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR  
THE FIRM SERVICES AGREEMENT AND MINIMUM USE AGREEMENT  
BETWEEN UNITED NATURAL GAS, A MINNESOTA CORPORATION &  
LOWER SIOUX INDIAN COMMUNITY IN THE STATE OF MINNESOTA**

- WHEREAS. the Lower Sioux Indian Community in the State of Minnesota ("Community") is a duly organized and federally-recognized Indian Tribe under 25 U.S.C. § 476, and is governed by the terms of a Constitution and By-Laws ("Constitution") originally adopted by the Tribal Members on May 16, 1936, and approved by the Secretary of the Interior on April 23, 1936; and,
- WHEREAS. pursuant to said Constitution and Bylaws, the Community Council of the Lower Sioux Indian Reservation ("Community Council") is the governing body of the Community; and
- WHEREAS. the Community Council has the authority, as enumerated in the Community's Constitution at ARTICLE V – POWERS (a) to negotiate with the Federal, State, and local Governments on behalf of the Community...; (c) to approve or veto any sale, disposition, lease, or encumbrance of Community lands, interests in lands, or other Community assets...; (e) to make assignments of community land to members of the Community...; (f) to manage all economic affairs and enterprises of the Community...; (g) to appropriate for public purposes of the Lower Sioux Indian Community available funds within the exclusive control of the Community...; (i) to safeguard and promote the peace, safety, morals, and general welfare of the Community by regulating the conduct of trade and the use and disposition of property upon the reservation...; (j) to establish ordinances...providing for the maintenance of law and order upon the

Reservation...; (m) to encourage and foster the arts, crafts, traditions, and culture of the Community...; (o) to protect and preserve the property...of the Community...; and

WHEREAS, Greater Minnesota Transmission, LLC ("GMT") brought to the Community Council a proposal to bring natural gas to Jackpot Junction Casino Hotel, Government Center, the Lower Sioux Health Clinic, the Maintenance Building and the Recreation Center from Corcoran, Minnesota via a pipeline;

WHEREAS, GMT will cause the pipeline to be constructed and then the GMT will transport the natural gas to the Community with United Natural Gas, LLC a Minnesota limited liability company ("UNG") supplying the natural gas for the Community; and

WHEREAS, after analysis the Community Council finds that the natural gas will be a more economical and efficient energy source for the Community's Government buildings and Enterprise buildings; and

WHEREAS, it is planned in the future to provide the Community's members the opportunity to hook up to the natural gas pipeline for residential use; and

WHEREAS, the Firm Service Agreement has a limited waiver of sovereign immunity at Paragraph 7.0 which Agreement is attached as Attachment 1 and the Minimum Use Agreement has a limited waiver of sovereign immunity at Paragraph 8.0 which Agreement is attached as Attachment 2; and

WHEREAS, only the Community Council can waive the sovereign immunity of the Community; and

WHEREAS, it is in the best interest of the Community to enter into the Firm Service Agreement and the Minimum Use Agreement with UNG to serve the Community's Government buildings and Enterprise buildings with natural gas to provide a limited waiver of sovereign immunity in each agreement; and

NOW THEREFORE BE IT RESOLVED, that the Community Council approves the entering into the Firm Service Agreement and the Minimum Use Agreement ("Agreements") with United Natural Gas, LLC to supply natural gas to the Community's Government buildings and Enterprise buildings.

BE IT FURTHER RESOLVED, that the Community Council President or Vice President are authorized to sign the above referenced documents with United Natural Gas, LLC when the Agreements are in final form.

BE IT FURTHER RESLOVED, the Agreements with United Natural Gas, LLC are subject to all valid laws, orders, rules and regulations of any and all duly constituted authorities having jurisdiction over the subject matter herein and is subject to the receipt of any necessary authorization for the service contemplated herein. The Agreements shall be governed by and constructed in accordance with the laws of any Court of the United States of America, with a venue in the State of Minnesota, and suit or proceeding relating to the Agreements, and to the respective courts to which an appeal of the decisions of any such court may be taken, and each party agrees not to commence, or cooperate in or encourage the commencement of, any such action, suit, or proceeding, except in a Court of the United States of America. Each party hereby irrevocably waives, to the fullest extent it may do so, the defense of an inconvenient forum for such an action, suit or proceeding. Each party waives to the extent permitted by law, their respective rights to trial by jury for any claim whatsoever in any way connected with these Agreements. The Community hereby provides a limited waiver of its sovereign immunity from an action brought by the United Natural Gas, LLC relative to disputes between the parties arising under these Agreements that the parties are unable to informally resolve. The Community's waiver of its sovereign immunity is further limited to the amounts due to United Natural Gas, LLC under these Agreements. Except as specifically provided in the Agreements, nothing in the Agreements shall be construed or interpreted to affect a waiver of Customer's sovereign immunity. Except as specifically provided in the Agreements, no waiver of Customer's sovereign immunity of from suit may be implied from any action or document.

#### CERTIFICATION

We certify that Resolution No. 17- 08 was duly adopted by the Community Council of the Lower Sioux Indian Community in the State of Minnesota at a meeting held on the 11 day of January, 2017, a quorum being present by a vote of 3 in favor, 0 opposed, and 0 abstaining.

RL Larsen  
Robert L. Larsen, President

Earl Pendleton  
Earl Pendleton, Treasurer

Brian Pendleton  
Brian Pendleton, Vice President

Gary Prescott  
Gary Prescott, Secretary

Justice Wabasha  
Justice Wabasha, Assistant Secretary Treasurer