February 24, 2016

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

# RE: In the Matter of the Complaint by PKM Electric Cooperative, Inc. Alleging that Otter Tail Power Company has Violated the Exclusive Service Area Provisions of Minn. Stat. §§ 216B.37 to 216.43 MPUC Docket No. E131, 017/C-15-176

Dear Mr. Wolf:

We write on behalf of our clients PKM Electric Cooperative, Inc. (PKM) and Otter Tail Power Company (OTP) regarding the parties' settlement in the above-referenced matter. Consistent with the terms of the Settlement Agreement, PKM and OTP respectfully ask that the Commission dismiss this action according to the terms of the enclosed Public and Not Public Joint Dismissals.

The parties' Settlement Agreement was provided to Honorable Jim Mortenson on February 2, 2016 and Judge Mortenson issued his Order of Dismissal closing the case with the Office of Administrative Hearings on February 12, 2016. The Minnesota Department of Commerce, Division of Energy Resources and Enbridge Energy, Limited Partnership support dismissal of the complaint, consistent with the terms of the Settlement Agreement.

Please contact either of us if you have any questions.

FELHABER LARSON

By: /s/ Sara G. McGrane

Sara G. McGrane Randi J. Winter 220 South Sixth Street, Suite 2200 Minneapolis, MN 55402 (612) 339-6321 smcgrane@felhaber.com rwinter@felhaber.com

Attorneys for Complainant PKM Electric Cooperative, Inc.

#### OTTER TAIL POWER COMPANY

By: /s/ Bruce Gerhardson

Associate General Counsel Otter Tail Power Company 215 South Cascade Street PO Box 496 Fergus Falls, MN 56538 (218) 739-8475 bgerhardson@otpco.com

Attorney for Respondent Otter Tail Power Company

#### STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger Nancy Lange Dan Lipschultz Matt Schuerger John Tuma Chair Commissioner Commissioner Commissioner

In the Matter of the Complaint by PKM Electric Cooperative, Inc. Alleging that Otter Tail Power Company has Violated the Exclusive Service Area Provisions of Minn. Stat. §§ 216B.37 to 216.43 Docket No. E131, 017/C-15-176

#### JOINT DISMISSAL

PKM Electric Cooperative, Inc. ("PKM") and Otter Tail Power Company ("OTP") have fully resolved this matter pursuant to the attached Stipulation and Settlement Agreement and Agreement for Service by Exception (the "Settlement"). Pursuant to the attached Order of Dismissal dated February 12, 2016, Administrative Law Judge Jim Mortenson closed contested case in this proceeding, Docket No. OAH 5-2500-32357. Pursuant to the terms of the Settlement, including Section 3 of the Settlement, PKM and OTP hereby agree to dismiss this proceeding with prejudice.

#### FELHABER LARSON

By: /s/ Sara G. McGrane

Sara G. McGrane Randi J. Winter 220 South Sixth Street, Suite 2200 Minneapolis, MN 55402 (612) 339-6321 smcgrane@felhaber.com rwinter@felhaber.com

Attorneys for Complainant PKM Electric Cooperative, Inc.

#### OTTER TAIL POWER COMPANY

By: /s/ Bruce Gerhardson

Associate General Counsel Otter Tail Power Company 215 South Cascade Street PO Box 496 Fergus Falls, MN 56538 (218) 739-8475 bgerhardson@otpco.com

Attorney for Respondent Otter Tail Power Company STIPULATION AND SETTLEMENT AGREEMENT AND AGREEMENT FOR SERVICE BY EXCEPTION

#### STIPULATION AND SETTLEMENT AGREEMENT AND AGREEMENT FOR SERVICE BY EXCEPTION

This Stipulation and Settlement Agreement and Agreement for Service by Exception ("Settlement and Service Agreement") is entered into February 1, 2016 by and between Otter Tail Power Company, a Minnesota corporation ("OTP") and PKM Electric Cooperative, Inc. a Minnesota cooperative ("PKM") (individually "Party" and collectively "Parties").

# **RECITALS:**

- A. OTP and PKM are parties to Minnesota Office of Administrative Hearings Docket No. 5-2500-32357, Minnesota Public Utilities Commission ("Commission") Docket No. E131, E017/C-15-176 (the "Proceeding").
- B. OTP has provided all high voltage service (defined as 41.6 kV or above) to all electricpowered pumps and related equipment of Enbridge Energy, Limited Partnership ("Enbridge") located within the fenced perimeter (as of December 31, 2014) of a site legally described on Attachment 1 and shown on Attachment 2 (the "Original Site");
- C. The Proceeding involved a dispute as to whether OTP or PKM has the right to provide high voltage service to the electric-powered pumps and related equipment that have been installed by Enbridge to serve the Enbridge Line 67 on a site legally described on Attachment 1 and shown on Attachment 2 (the "New Site");
- D. The Proceeding also identified potential issues regarding whether OTP or PKM would have the right to provide high voltage service to new electric-powered pumps and related equipment that may be installed (including such pumps and equipment to serve Enbridge Line 3), on the New Site or on other parcels of real estate that may be located, in whole or in part, within one-half (1/2) mile of the intersection of Minnesota Highway 11 and Township Road 111 (227/240<sup>th</sup> Avenue), as shown on Attachment 3, including any sites that are contiguous to the Original Site, irrespective of road right-of-ways (all such other parcels of real estate being referred to as "Other Possible Donaldson Sites"); and

# NOW THEREFORE IT IS AGREED:

# [TRADE SECRET INFORMATION BEGINS...

# ... TRADE SECRET INFORMATION ENDS]

3. <u>Dismissal of Proceeding</u>. The Parties also agree that the Proceeding shall be dismissed with prejudice, except that the Proceeding shall be reopened and continued at the ALJ decision-

making stage in the events that (1) the Commission takes any action to reject or modify all or any part of this Settlement and Service Agreement and (2) either Party determines that this Settlement and Service Agreement is null and void, as contemplated in Section 6 of this Agreement. The Parties agree to jointly file a Stipulation for such a Dismissal and to work together to take any additional steps needed to obtain such Dismissal.

4. <u>Service-by-Exception Agreement</u>. Pursuant to Minn. Stat. § 216B.40 and subject to the terms and conditions described herein, PKM consents to OTP's past, present and future high voltage service to Enbridge (including its successors and assigns) for electric-powered pumps and related equipment at the Original Site, the New Site, and Other Possible Donaldson Sites and agrees that OTP shall be the exclusive and permanent provider of high voltage service to Enbridge (including its successors and assigns) for any and all electric-powered pumps and related equipment installed by Enbridge (including its successors and assigns) at the Original Site, the New Site, and Other Possible Donaldson Sites.

5. <u>Recording</u>. OTP shall take reasonable steps to have the service by exception arrangement for high voltage service for electric-powered pumps and related equipment at the Original Site, the New Site, and Other Possible Donaldson Sites recorded on the Commission's official service area maps, and PKM shall cooperate with OTP in making such request. This service-by-exception agreement does not extend beyond high voltage service to Enbridge for electric-powered pumps and related equipment at the Original Site, New Site, and Other Possible Donaldson Sites, and by entering into this service by exception arrangement, PKM neither consents to nor agrees that OTP has the right to extend electric service to any other Enbridge operations located anywhere else within PKM's assigned service territory as to which both PKM and OTP shall have all rights under applicable Minnesota law.

6. <u>No Conditions or Modification</u>. The Parties agree that this Settlement and Service Agreement is not subject to any further conditions. In the event that the Commission takes any action to reject or modify all or any part of this Settlement and Service Agreement, either Party may, in its sole discretion determine that this Settlement and Service Agreement is null and void. In such event, this Settlement and Service Agreement: (1) shall not be any part of the record in the Proceeding or be cited or have any precedential effect in the Proceeding or any other proceeding; and (2) shall not limit either Party's rights to take different positions in the Proceeding or any other proceeding.

7. <u>Reservation of Rights</u>. Except as specifically set forth herein, this Settlement and Service Agreement does not modify or limit the legal rights of any party.

8. <u>No Precedent</u>. The Parties recognize that this Settlement and Service Agreement reflects the unique facts of this case and is the result of negotiations between the Parties, and that this Settlement and Service Agreement does not represent the position of either Party as to the appropriate application of the law determining electric service territory rights, the determination of compensation in such matters, or any binding or legal precedent on any Party in any other matter.

9. <u>Trade Secret</u>. This Settlement and Service Agreement contains information concerning OTP that has significant economic value to OTP as a result of not being generally known to, and

not being readily ascertainable by proper means by other persons and is subject to efforts by OTP to protect the information from public disclosure. OTP maintains that the information designated herein as Trade Secret meets the definition of Trade Secret Information and Proprietary Information within the meaning of Minn. Rule 7829.0500 and Minn. Stat. § 13.37; provided, however, OTP may choose to disclose such information designated Trade Secret at one or more times in the future, and either Party may disclose such information designated Trade Secret subject to the conditions set forth in Section 10 (f) of this Settlement and Service Agreement.

# 10. Miscellaneous.

- a. <u>Entire Agreement and Modification</u>. This Settlement and Service Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Settlement and Service Agreement. No amendment, modification or waiver of, or consent with respect to this Settlement and Service Agreement shall be effective unless in writing and signed by all Parties.
- b. <u>Binding on Successors and Assigns</u>. This Settlement and Service Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, assigns, predecessors, parent corporations, affiliated corporations and entities.
- c. <u>Assignment</u>. No Party shall transfer or assign any of its rights hereunder, voluntarily, involuntarily or by operation of law, without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided that consent shall not be required for a transfer or assignment in connection with a merger or transfer of all or substantially all assets of a Party.
- d. <u>Agreement Drafted Jointly</u>. Both Parties shall be deemed jointly responsible for drafting all and any portion of this Agreement.
- e. <u>Cooperation and Other Steps</u>. The Parties agree to fully cooperate with each other in the implementation of this Settlement and Service Agreement, and to take such additional steps and actions, including but not limited to the execution of instruments and other documents, supplying of information and cooperating in proceedings, as may be reasonably necessary to carry out the intent of this Settlement and Service Agreement.
- f. <u>Confidentiality</u>. The terms of this Settlement and Service Agreement are confidential and the Parties acknowledge that confidentiality is a material and critical term of this Settlement and Service Agreement. Subject to the provisions of Section 9, both Parties agree to maintain and protect the confidentiality of this Settlement and Service Agreement and agree not to disclose the terms of this Settlement and Service Agreement except: (i) to the Parties to the Proceeding as of the date hereof, (ii) to PKM's Board of Directors, PKM's power supplier, PKM's expert consultant, Dennis Eicher, and PKM's legal, tax, and accounting advisors, who shall execute an agreement as set forth on Attachment 4 and shall not disclose or use the Trade Secret Information for any purpose other than this

Proceeding or advising a Party to this Proceeding; and (iii) as required to enforce this Settlement and Service Agreement or as required by law pursuant to an applicable court or regulatory order, and then only under the terms of a protective order or protective agreement after providing the other Party with the opportunity to object and take action to prevent disclosure of the Settlement and Service Agreement. Subject to the provisions of Section 9, the Parties shall take all necessary and appropriate steps to maintain the confidentiality of the OTPdesignated Trade Secret Information and Proprietary Information contained herein.

g. <u>Counterparts</u>. This Settlement and Service Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single Settlement and Service Agreement.

[Signature Page Follows]

Signature Page to Settlement and Service Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Settlement and Service Agreement as of the day and year first above written.

OTTER TAIL POWER COMPANY

PKM ELECTRIC COOPERATIVE, INC.

By: Tim Rogelstad Its: President

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

Its:

Signature Page to Settlement and Service Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Settlement and Service Agreement as of the day and year first above written.

OTTER TAIL POWER COMPANY

PKM ELECTRIC COOPERATIVE, INC.

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

Its:

By: tmeier Its:

### Attachment 1

#### Legal Description of Original Site and New Site

#### Original Site

The real property located in Kittson County, Minnesota described as follows: the Easterly 700 feet of the Southerly 500 feet of the SE ¼ of the SE ¼ of Section 23, Township 159 North, Range 49 West of Fifth Principal Meridian, Kittson County, Minnesota.

#### and

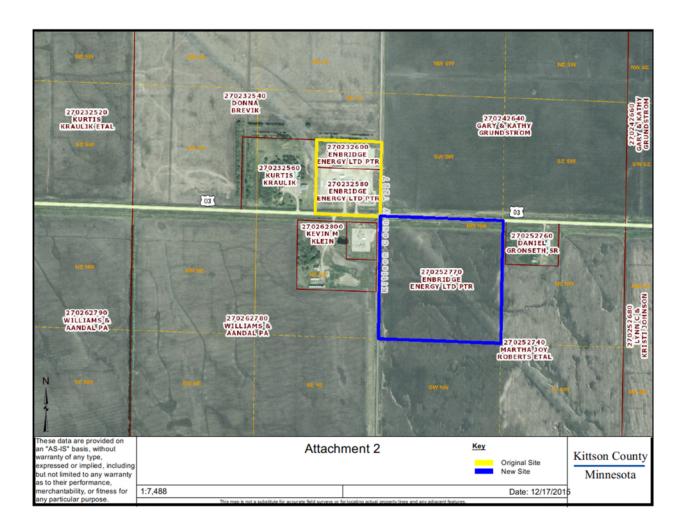
The real property located in Kittson County, Minnesota described as follows: the Northerly 300 feet of the Easterly 700 feet of the Southerly 800 feet of the SE <sup>1</sup>/<sub>4</sub> of the SE <sup>1</sup>/<sub>4</sub> of Section 23, Township 159 North, Range 49 West of Fifth Principal Meridian, Kittson County, Minnesota.

#### New Site

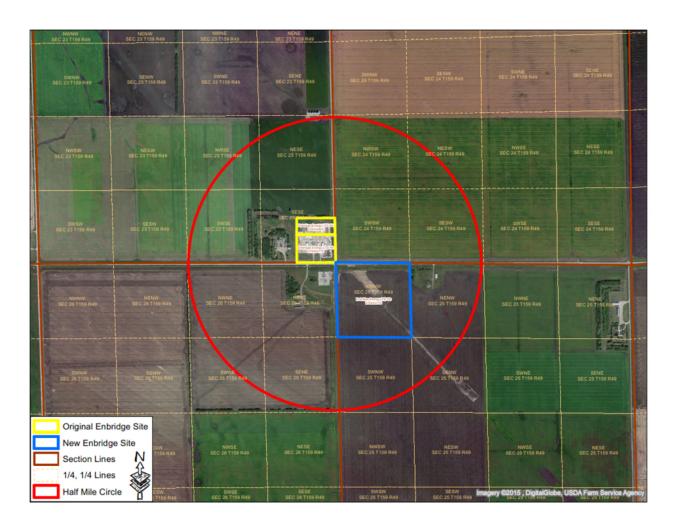
The real property located in Kittson County, Minnesota described as follows: the NW <sup>1</sup>/<sub>4</sub> of the NW <sup>1</sup>/<sub>4</sub> of Section 25, Township 159 North, Range 49 West, Kittson County, Minnesota.

## Attachment 2

# Map of Original Site and New Site



#### Attachment 3



# Map of Area Containing Other Possible Donaldson Sites

#### Attachment 4

#### Non-Disclosure Agreement

I, the undersigned, hereby acknowledge that I have read the attached STIPULATION AND SETTLEMENT AGREEMENT AND AGREEMENT FOR SERVICE BY EXCEPTION AGREEMENT dated \_\_\_\_\_\_, 20\_\_, in Minnesota Public Utilities Commission Docket No. E131, E017/C-15-176, OAH Docket No. 5-2500-32357 (the "Settlement and Service by Exception Agreement"), and understand the terms pertaining to protection of Trade Secret data in Section 9 and Confidentiality in Section 10 (f) thereof and agree to be bound by all such terms.

Date:

Signature

Type or Print Name

Address

Name of Employer

# **ORDER OF DISMISSAL**

OAH 5-2500-32357

# STATE OF MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS

## FOR THE PUBLIC UTILITIES COMMISSION

In the Matter of the Complaint by PKM Electric Cooperative, Inc against Otter Tail Power

# ORDER OF DISMISSAL

This matter came before Administrative Law Judge Jim Mortenson upon a notice from the parties that they have resolved their dispute.

Randi J. Winter and Sara Gullikson, attorneys with the law firm Felhaber Larson P.A., appeared on behalf of Complainant PKM Electric Cooperative (PKM).

Bruce Gerhardson, Associate General Counsel of Otter Tail Power Company, Richard J. Johnson and Patrick T. Zomer, attorneys with the law firm of Moss & Barnett P.A., appeared on behalf of Respondent Otter Tail Power Company (OTP).

John R. Gasele, attorney with the law firm of Fryberger, Buchanan, Smith & Frederick, P.A., and Ali Kasrai, legal counsel for Enbridge Energy, appeared on behalf of Intervenor Enbridge Energy Limited Partnership (Enbridge).

Peter Madsen, Assistant Attorney General, appeared on behalf of the Minnesota Department of Commerce, Division of Energy Resources (DOC-DER)

Pursuant to Minn. R. 1400.5900, and based upon the submissions of the parties and their mutually agreed upon settlement,

#### IT IS HEREBY ORDERED:

1. The contested case (OAH 5-2500-32357) is **CLOSED**.

Dated: February 12, 2016

JIM MORTENSON Administrative Law Judge



Mailing Address: P.O. Box 64620 St. Paul, Minnesota 55164-0620 Voice:(651) 361-7900TTY:(651) 361-7878Fax:(651) 539-0310

February 12, 2016

See Attached Service List

Re: In the Matter of the Complaint by PKM Electric Cooperative, Inc Alleging that Otter Tail Power Company has Violated the Exclusive Service Area Provisions of Minn. Stat. §§ 216B.37 to 216.43

OAH 5-2500-32357 MPUC E-131, E-017/C-15-176

To All Persons on the Attached Service List:

Enclosed and served upon you is the Administrative Law Judge's **ORDER OF DISMISSAL** in the above-entitled matter.

If you have any questions, please contact my legal assistant Rachel Youness at (651) 361-7881 or rachel.youness@state.mn.us, or facsimile at (651) 539-0310.

Sincerely,

JIM MORTENSON Administrative Law Judge

JRM:ry Enclosure cc: Docket Coordinator

# STATE OF MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS PO BOX 64620 600 NORTH ROBERT STREET ST. PAUL, MINNESOTA 55164

# **CERTIFICATE OF SERVICE**

In the Matter of the Complaint by PKM	OAH Docket No.:
Electric Cooperative, Inc Alleging that Otter	5-2500-32357
Tail Power Company has Violated the	MPUC E-131, E-017/C-15-176
Exclusive Service Area Provisions of Minn.	
Stat. §§ 216B.37 to 216.43	

Rachel Youness, certifies that on February 12, 2016 she served the true and

correct ORDER OF DISMISSAL by eService, and U.S. Mail, (in the manner indicated

below) to the following individuals:

Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes
Peter	Beithon	pbeithon@otpco.com	Otter Tail Power Company	P.O. Box 496 215 South Cascade Street Fergus Falls, MN 565380496	Electronic Service	Yes
William	Black	bblack@mmua.org	MMUA	Suite 400 3025 Harbor Lane North Plymouth, MN 554475142	Electronic Service	No
Thomas R	Brause	tbrause@otpco.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 56538-0496	Electronic Service	Yes
Dennis R	Eicher	dennis@eicherconsulting.com	D.R. Eicher Consulting, Inc.	28947 River Ridge Rd NW Isanti, MN 55040	Electronic Service	Yes
Svetlana	Fedje	sfedje@otpco.com	Otter Tail Power Company	215 S Cascade St Fergus Falls, MN 56537	Electronic Service	Yes
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes
Marc	Fournier	marc.fournier@state.mn.us	Public Utilities Commission	Suite 350121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes

John R.	Gasele	jgasele@fryberger.com	Fryberger Buchanan Smith & Frederick PA	700 Lonsdale Building 302 West Superior Street Duluth, MN 55802	Electronic Service	Yes
Bruce	Gerhardson	bgerhardson@otpco.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 565380496	Electronic Service	Yes
Emerald	Gratz	emerald.gratz@state.mn.us	Office of Administrative Hearings	PO Box 64620 Saint Paul, Minnesota 55164- 0620	Electronic Service	Yes
Bryce	Haugen	bhaugen@otpo.com	Otter Tail Power Company	215 S Cascade St Fergus Falls, MN 56538	Electronic Service	Yes
Mark	Helland	mhelland@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56537	Electronic Service	Yes
Jim	Horan	Jim@MREA.org	Minnesota Rural Electric Association	11640 73rd Ave N Maple Grove, MN 55369	Electronic Service	No
Arshia	Javaherian	arshia.javaherian@enbridge.com	Enbridge Energy	26 East Superior Street Suite 309 Duluth, MN 55802	Electronic Service	No
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	Yes
Harold	LeVander, Jr.	hlevander@felhaber.com	Felhaber, Larson, Fenton & Vogt, P.A.	Suite 2100 444 Cedar Street St. Paul, MN 551012136	Electronic Service	Yes
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes
Richard	Macke	macker@powersystem.org	Power System Engineering, Inc.	10710 Town Square Dr NE Blaine, MN 55449	Electronic Service	Yes
Peter	Madsen	peter.madsen@ag.state.mn.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	Yes
Sara G	McGrane	smcgrane@felhaber.com	Felhaber Larson	220 S 6th St Ste 2200 Minneapolis, MN 55420	Electronic Service	Yes
James R	Mortenson	james.mortenson@state.mn.us	Office of Adminstrative Hearing	PO Box 64620 Saint Paul, MN 55164-0620	Electronic Service	Yes
Matt	Olsen	molsen@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56537	Electronic Service	Yes
Dean	Pawlowski	dpawlowski@otpco.com	Otter Tail Power Company	PO Box 496 215 S. Cascade St. Fergus Falls, MN 565370496	Electronic Service	Yes
David G.	Prazak	dprazak@otpco.com	Otter Tail Power Company	P.O. Box 496 215 South Cascade	Electronic Service	Yes

				Street		
				Fergus Falls, MN 565380496		
Mark	Remer	mremer@otpco.com	Otter Tail Power Company	215 South Cascade St Fergus Falls, MN 56537	Electronic Service	Yes
Charles	Riesen	criesen@minnkota.com	PKM Electric Cooperative	406 North Minnesota Street PO Box 108 Warren, MN 567620108	Electronic Service	Yes
Richard	Salmen	rsalmen@felhaber.com	Felhaber Larson Fenlon & Vogt P.A.	220 S 6th St Ste 2200 Minneapolis, MN 55402	Electronic Service	Yes
Michael	Schmidt	mschmidt@minnkota.com	PKM Electric Coop Inc	PO Box 108 406 North Minnesota St Warren, MN 56762	Electronic Service	Yes
Steve	Schoeneck	sschoeneck@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56538	Electronic Service	Yes
Janet	Shaddix Elling	jshaddix@janetshaddix.com	Shaddix And Associates	Ste 122 9100 W Bloomington Frwy Bloomington, MN 55431	Electronic Service	Yes
Cary	Stephenson	cStephenson@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56537	Electronic Service	No
Stuart	Tommerdahl	stommerdahl@otpco.com	Otter Tail Power Company	215 S Cascade St PO Box 496 Fergus Falls, MN 56537	Electronic Service	Yes
Kevin	Walli	kwalli@fryberger.com	Fryberger, Buchanan, Smith & Frederick	380 St. Peter St Ste 710 St. Paul, MN 55102	Electronic Service	No
Jason	Weiers	jweiers@otpco.com	Otter Tail Power Company	215 South Cascade Street PO Box 496 Fergus Falls, MN 56538	Electronic Service	Yes
Randi	Winter	rwinter@felhaber.com	Felhaber Larson	Felhaber Larson 220 South Sixth Street, Suite 2200 Minneapolis, MN 55402	Electronic Service	Yes
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes
Patrick	Zomer	Patrick.Zomer@lawmoss.com	Moss & Barnett a Professional Association	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service	Yes

# **CERTIFICATE OF SERVICE**

# RE: In the Matter of the Complaint by PKM Electric Cooperative, Inc. Alleging that Otter Tail Power Company has Violated the Exclusive Service Area Provisions of Minn. Stat. 216B.37 to 216.43 Docket No. E131, 017/C-15-176 OAH Docket No. 5-2500-32357

I, Jana Hrdlicka, hereby certify that I have this day served a copy of the following, or a summary thereof, on Mr. Daniel P. Wolf and Sharon Ferguson by e-filing, and to all other persons on the attached service list by electronic service or by First Class mail.

# Otter Tail Power Company and PKM Electric Cooperative, Inc. Settlement Agreement

Dated this 24th day of February 2016.

/s/ JANA HRDLICKA

Jana Hrdlicka Regulatory Filing Coordinator Otter Tail Power Company 215 South Cascade Street Fergus Falls MN 56537 (218) 739-8879

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.m n.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Peter	Beithon	pbeithon@otpco.com	Otter Tail Power Company	P.O. Box 496 215 South Cascade S Fergus Falls, MN 565380496	Electronic Service rreet	Yes	OFF_SL_15-176_Official CC Service List
William	Black	bblack@mmua.org	MMUA	Suite 400 3025 Harbor Lane Nor Plymouth, MN 554475142	Electronic Service th	No	OFF_SL_15-176_Official CC Service List
Thomas R	Brause	tbrause@otpco.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 56538-0496	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Dennis R	Eicher	dennis@eicherconsulting.c om	D.R. Eicher Consulting, Inc.	28947 River Ridge Rd NW Isanti, MN 55040	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Svetlana	Fedje	sfedje@otpco.com	Otter Tail Power Company	215 S Cascade St Fergus Falls, MN 56537	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Sharon	Ferguson	sharon.ferguson@state.mn .us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Marc	Fournier	marc.fournier@state.mn.us	Public Utilities Commission	Suite 350121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
John R.	Gasele	jgasele@fryberger.com	Fryberger Buchanan Smith & Frederick PA	700 Lonsdale Building 302 West Superior Str Duluth, MN 55802	Electronic Service eet	Yes	OFF_SL_15-176_Official CC Service List
Bruce	Gerhardson	bgerhardson@otpco.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 565380496	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Emerald	Gratz	emerald.gratz@state.mn.us	Office of Administrative Hearings	PO Box 64620 Saint Paul, Minnesota 55164-0620	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Bryce	Haugen	bhaugen@otpo.com	Otter Tail Power Company	215 S Cascade St Fergus Falls, MN 56538	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Mark	Helland	mhelland@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56537	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Jim	Horan	Jim@MREA.org	Minnesota Rural Electric Association	11640 73rd Ave N Maple Grove, MN 55369	Electronic Service	No	OFF_SL_15-176_Official CC Service List
Arshia	Javaherian	arshia.javaherian@enbridg e.com	Enbridge Energy	26 East Superior Street Suite 309 Duluth, MN 55802	Electronic Service	No	OFF_SL_15-176_Official CC Service List
Richard	Johnson	Rick.Johnson@lawmoss.co m	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Harold	LeVander, Jr.	hlevander@felhaber.com	Felhaber, Larson, Fenton & Vogt, P.A.	Suite 2100 444 Cedar Street St. Paul, MN 551012136	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Richard	Macke	macker@powersystem.org	Power System Engineering, Inc.	10710 Town Square Dr NE Blaine, MN 55449	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Peter	Madsen	peter.madsen@ag.state.m n.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Sara G	McGrane	smcgrane@felhaber.com	Felhaber Larson	220 S 6th St Ste 2200 Minneapolis, MN 55420	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
James R	Mortenson	james.mortenson@state.m n.us	Office of Adminstrative Hearing	PO Box 64620 Saint Paul, MN 55164-0620	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Matt	Olsen	molsen@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56537	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Dean	Pawlowski	dpawlowski@otpco.com	Otter Tail Power Company	PO Box 496 215 S. Cascade St. Fergus Falls, MN 565370496	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
David G.	Prazak	dprazak@otpco.com	Otter Tail Power Company	P.O. Box 496 215 South Cascade S Fergus Falls, MN 565380496	Electronic Service treet	Yes	OFF_SL_15-176_Official CC Service List
Mark	Remer	mremer@otpco.com	Otter Tail Power Company	215 South Cascade St Fergus Falls, MN 56537	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Charles	Riesen	criesen@minnkota.com	PKM Electric Cooperative	406 North Minnesota Street PO Box 108 Warren, MN 567620108	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Richard	Salmen	rsalmen@felhaber.com	Felhaber Larson Fenlon & Vogt P.A.	220 S 6th St Ste 2200 Minneapolis, MN 55402	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Michael	Schmidt	mschmidt@minnkota.com	PKM Electric Coop Inc	PO Box 108 406 North Minnesota 3 Warren, MN 56762	Electronic Service St	Yes	OFF_SL_15-176_Official CC Service List
Steve	Schoeneck	sschoeneck@otpco.com	Otter Tail Power Company	215 South Cascade Street Fergus Falls, MN 56538	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List

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Stuart	Tommerdahl	stommerdahl@otpco.com	Otter Tail Power Company	215 S Cascade St PO Box 496 Fergus Falls, MN 56537	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Kevin	Walli	kwalli@fryberger.com	Fryberger, Buchanan, Smith & Frederick	380 St. Peter St Ste 710 St. Paul, MN 55102	Electronic Service	No	OFF_SL_15-176_Official CC Service List
Jason	Weiers	jweiers@otpco.com	Otter Tail Power Company	215 South Cascade Street PO Box 496 Fergus Falls, MN 56538	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Randi	Winter	rwinter@felhaber.com	Felhaber Larson	Felhaber Larson 220 South Sixth Stree Suite 2200 Minneapolis, MN 55402	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List
Patrick	Zomer	Patrick.Zomer@lawmoss.c om	Moss & Barnett a Professional Association	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service	Yes	OFF_SL_15-176_Official CC Service List