

EL98 - D14

DOCKET NO.

IN THE MATTER OF THE FILING BY
MORRISON GRAND ELECTRIC
COOPERATIVE INC. AND THE CITY OF
MORRISON FOR APPROVAL OF
CONSENT AND AGREEMENT FOR
ELECTRIC SERVICE IN ASSIGNED
TERRITORY OF ANOTHER ELECTRIC
SUPPLIER

Public Utilities Commission of the State of South Dakota

MEMORANDA

Mr. J. L. ...
Director of Electric Service
Mr. ...
Secretary

Richards & Oliver
Attorneys at Law

222 Market Building
P.O. Box 114
Aberdeen, SD 57402-0114

Telephone (605) 225-1200
Facsimile (605) 229-7530
E-Mail: olivatty@nvc.net

RECEIVED

June 8, 1998

JUN 9 1998
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Executive Director
Public Utilities Commission
505 E. Capitol
Pierre, SD 57501

Re: Huron-Grand Electric Cooperative Consent Agreement with
City of McLaughlin

Dear Mr. Bullard:

Huron-Grand Electric has been assigned certain territory located in the McLaughlin area. The City of McLaughlin is constructing a new landfill operation and is in need of electrical service at that location. Although this site is in Huron-Grand's service territory, the cost of extending service to this location is greater than if the City of McLaughlin would extend its service lines to the facility. Essentially, the City of McLaughlin's service lines are much closer in proximity to the gas service entrance.

We have discussed this matter with the City of McLaughlin and both entities have agreed that the City of McLaughlin should be the supplier of the electricity to this facility. The enclosed agreement was prepared and signed by the two electric suppliers.

Pursuant to SDCL § 49-34A-55, this agreement is being submitted to the Commission for approval. Both companies are requesting that the Commission approve the agreement as the best

April 21, 1994

-2-

William Bullard

and most cost effective way to serve this consumer and avoid the unnecessary duplication of services and facilities.

Thank you in advance for you cooperation.

Sincerely,

Harvey P. Oliver
HARVEY P. OLIVER

HA:eg

Enclosure

cc: Della Hauck
Roger Negre

CONSENT AND AGREEMENT FOR ELECTRIC SERVICE
IN
ASSIGNED TERRITORY OF ANOTHER ELECTRIC SUPPLIER

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Moreau-Grand Electric Cooperative Inc. ("Moreau-Grand") and the City of McLaughlin ("City") are both electric suppliers in the McLaughlin, South Dakota area and have assigned electric service territories in such vicinity pursuant to the laws of the state of South Dakota. By this Consent and Agreement, Moreau-Grand agrees to allow City to supply electric service in Moreau-Grand's assigned electric service area, pursuant to the provision of this Agreement.

The execution of this Agreement is made with the understanding and agreement that the land described herein shall remain a part of the assigned electric service area of Moreau-Grand and that by virtue of this Agreement, City does not acquire any assigned electric service area rights in any portion of the property, nor will City acquire any rights to provide electric service in the area or in any other area on the basis of the electric line construction allowed pursuant to this agreement. Furthermore, this Agreement shall not be admissible in evidence before any court or commission, nor shall it constitute or establish at any time a precedent between Moreau-Grand and City.

Moreau-Grand consents to City providing service up to a maximum of 1,300 kw/month ^{per month} a land fill building located on the following described property:

Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 6, Township 21, North Range 27 East of the Black Hills meridian in Corson county, containing 39.97 acres more or less.

as shown on the drawing attached is Exhibit A.

This Consent and Agreement is effective only after being approved by the Public Utilities Commission.

Dated this 19th day of May, 1998.

CITY OF MCLAUGHLIN

BY Edward D. Williams
It's Mayor

MOREAU-GRAND ELECTRIC COOP.

BY [Signature]
It's William Marquis

14
line AGE

1100'

737'

34 line AGE

R.R.

Hwy # 12

N

ADD - 2 pits, 1 well

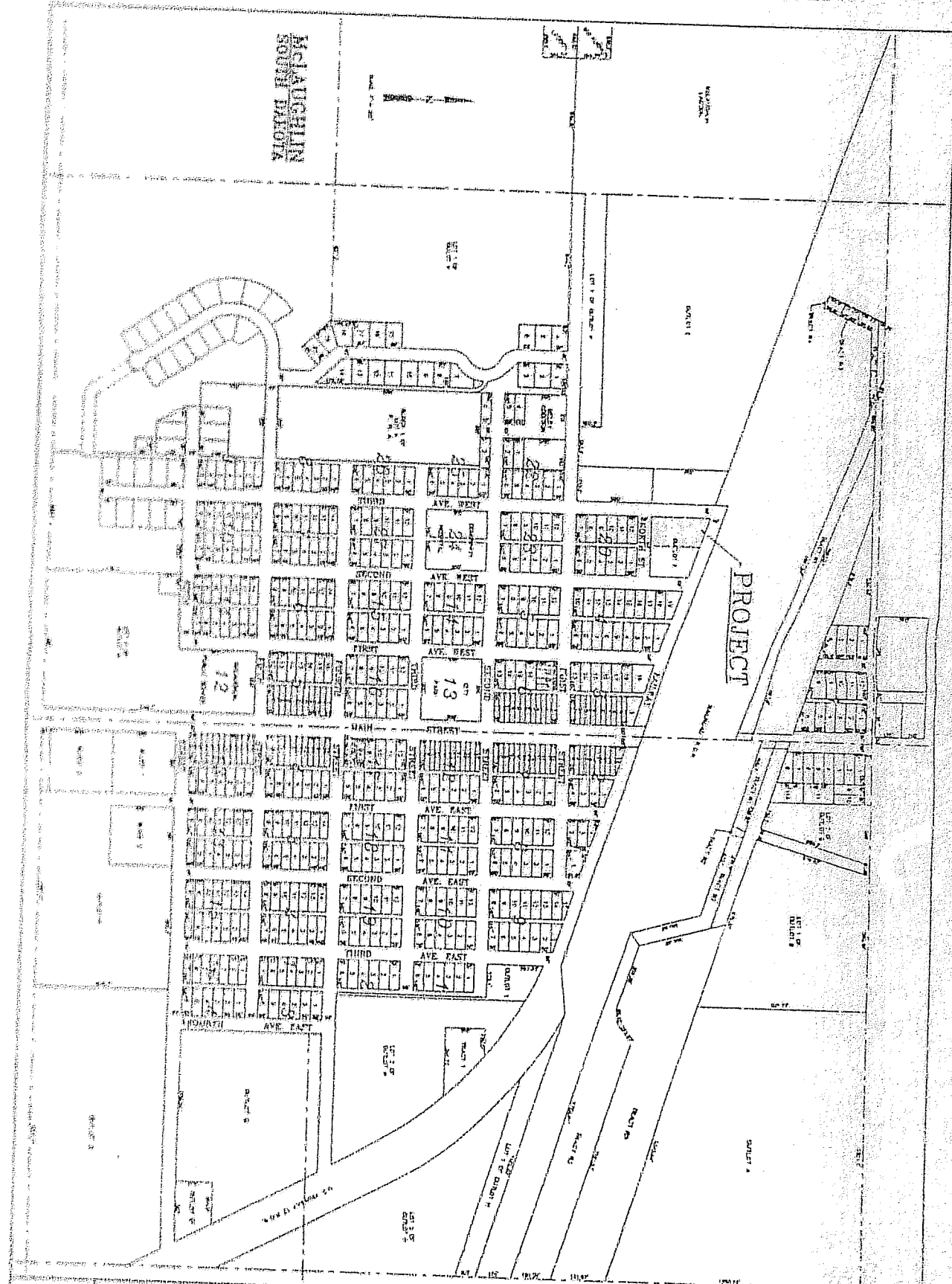
APPROXIMATE TO CORNER POINT - 41'
BY CORNER POINT

Handwritten notes:
Sewer
Main

2000

Local Oil
6/6/68

Page 10 of 10
Local Oil



<p>PROPOSED AVE. EAST 100' WIDE 100' WIDE</p>	<p>H HELMS and ASSOCIATES 1000 10th Street, N.W. ALBANY, N.Y. 12207</p>	<p>DATE: 4/1/68</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO. 100-100</p>	<p>DATE: 4/1/68</p>	<p>BY: [Signature]</p>	<p>BY: [Signature]</p>
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RECEIVED

JUN 24 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Richards & Oliver
Attorneys at Law

222 Midwest Building
P.O. Box 114
Aberdeen, SD 57402-0114

Telephone (605) 225-1200
Facsimile (605) 229-7530
E-Mail: olivatty@nvc.net

Charles E. Richards, P.C.
Harvey A. Oliver, Jr.

Admitted to
North Dakota
Minnesota

June 23, 1998

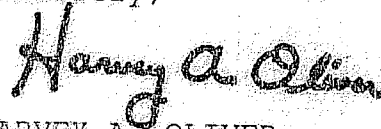
Mr. Brian Meaney, Staff Intern
SD Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Morgan-Grand Electric Cooperative Consent Agreement with
City of McLaughlin; Docket 98-014

Dear Mr. Meaney:

Enclosed please find an Amended Consent Agreement which
contains the changes as requested by you. Thank you in advance
for your cooperation.

Sincerely,



HARVEY A. OLIVER

HAC:tg

cc: Roger Hugre

AMENDED CONSENT AND AGREEMENT FOR ELECTRIC SERVICE
 IN
 ASSIGNED TERRITORY OF ANOTHER ELECTRIC SUPPLIER

JUN 24 1998
 SOUTH DAKOTA PUBLIC
 UTILITIES COMMISSION

Moreau-Grand Electric Cooperative Inc. ("Moreau-Grand") and the City of McLaughlin ("City") are both electric suppliers in the McLaughlin, South Dakota area and have assigned electric service territories in such vicinity pursuant to the laws of the state of South Dakota. By this Consent and Agreement, Moreau-Grand agrees to allow City to supply electric service in Moreau-Grand's assigned electric service area, pursuant to the provision of this Agreement.

The execution of this Agreement is made with the understanding and agreement that the land described herein shall remain a part of the assigned electric service area of Moreau-Grand and that by virtue of this Agreement, City does not acquire any assigned electric service area rights in any portion of the property, nor will City acquire any rights to provide electric service in the area or in any other area on the basis of the electric line construction allowed pursuant to this agreement. Furthermore, this Agreement shall not be admissible in evidence before any court, nor shall it constitute or establish at any time a precedent between Moreau-Grand and City.

Moreau-Grand consents to City providing service up to a maximum of 1200 kw per month to a land fill building located on the following described property:

Northeast Quarter (NE ¼) of the Northwest
 Quarter (NW ¼) of Section 6, Township 21, North
 Range 27 East of the Black Hills meridian in
 Corson county, containing 39.97 acres more or
 less.

as shown on the drawing attached is Exhibit A.

This Consent and Agreement is effective only after being approved by the Public Utilities Commission.

Dated this 14 day of June, 1998.

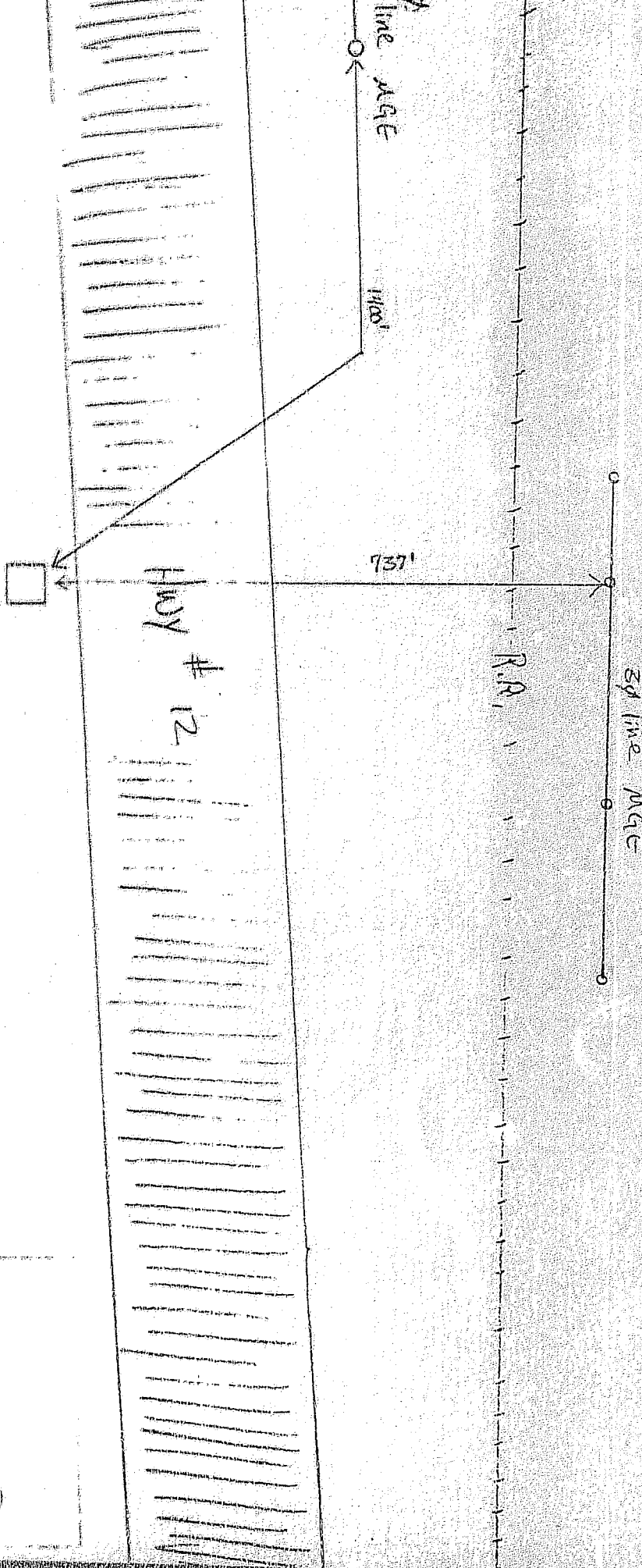
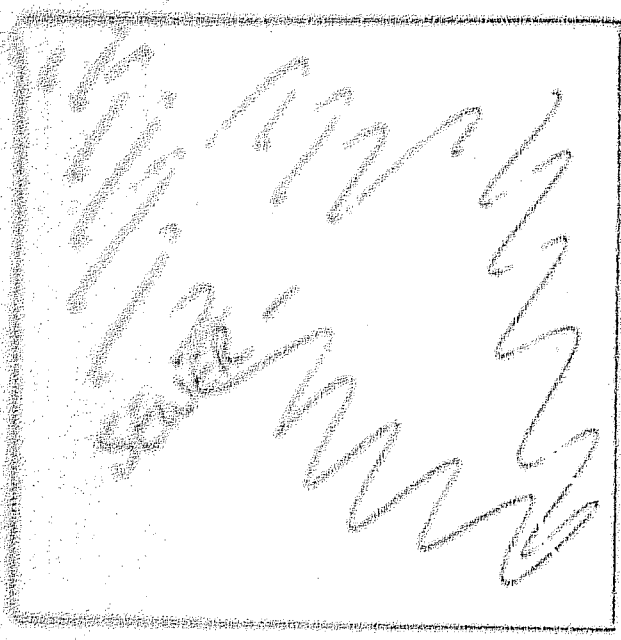
CITY OF MCLAUGHLIN

BY Edward Walker
 It's Mayor

MOREAU-GRAND ELECTRIC COOP.

BY [Signature]
 It's Electric Manager

1/4" = 20' 0" scale
1/4" = 20' 0" scale

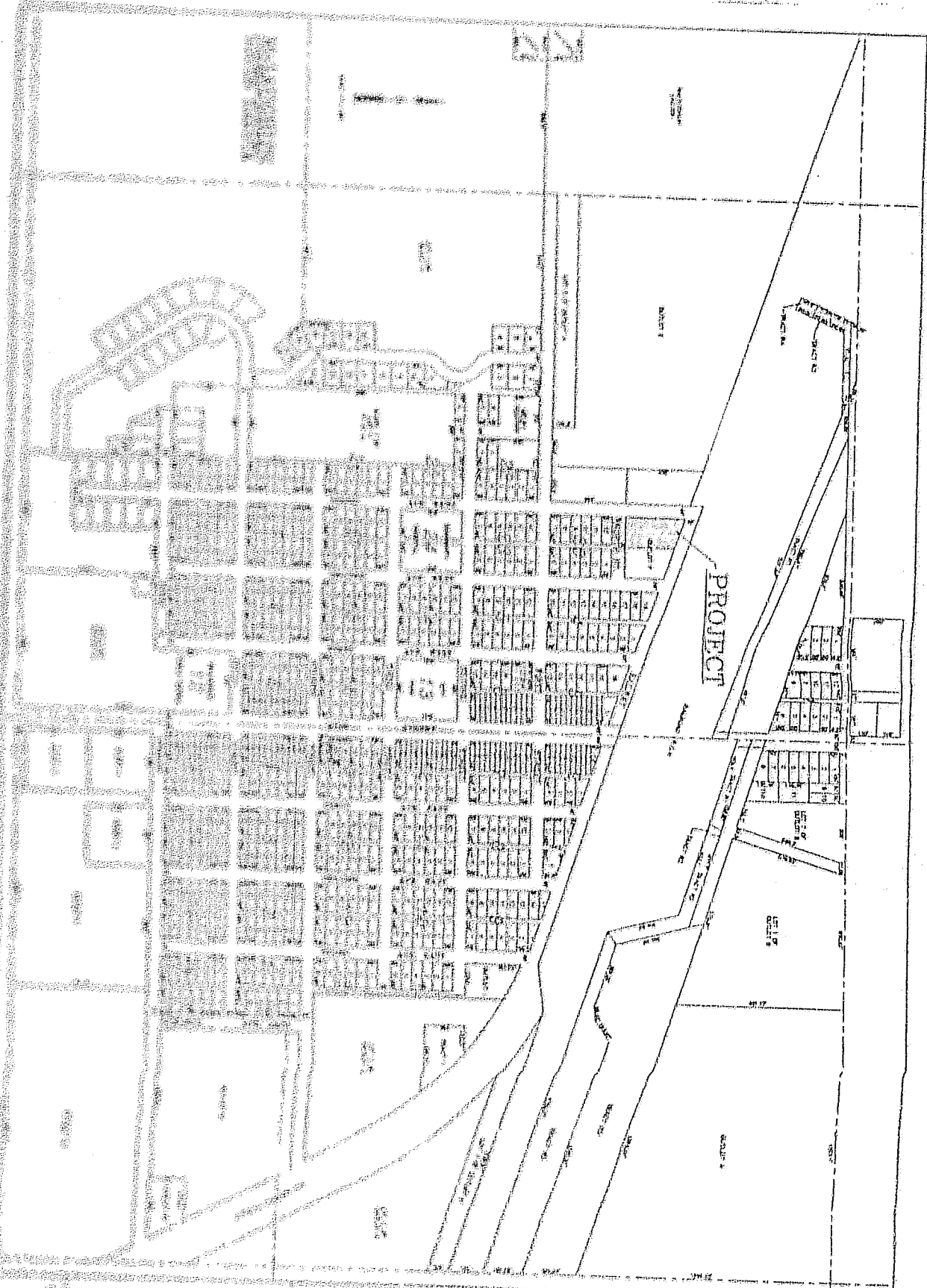


Sheet A

33

L. Paul Paul
B. L. Paul

Approved
Location



Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (ac.)
101	10,000	929	0.23
102	10,000	929	0.23
103	10,000	929	0.23
104	10,000	929	0.23
105	10,000	929	0.23
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198	10,000	929	0.23
199	10,000	929	0.23
200	10,000	929	0.23

Richards & Oliver
Attorneys at Law

David S. Smith, P.C.
Attorneys at Law

222 Midwest Building
P.O. Box 114
Aberdeen, SD 57402-0114

Telephone (605) 225-1200
Facsimile (605) 229-7530
E-Mail: olivatty@nvc.net

10/1/98
10/1/98
10/1/98

July 29, 1998

RECEIVED

JUL 31 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. Brian Keeney, Staff Intern
SD Public Utilities Commission
State Capitol Building
600 West Capitol Avenue
Sioux Falls, SD 57101-2070

Re: Norway-Grand Electric Cooperative Consent Agreement with
City of McLaughlin; Docket 98-014

Dear Mr. Keeney:

Enclosed per your request is the second amended consent and
agreement. I trust this meets with the staff's approval and will
be presented to the commission at the earliest possible date.

Sincerely,

Harvey A. Oliver

HARVEY A. OLIVER

SD:eg

cc: G.B. Canada

**SECOND REVISED CONSENT AND AGREEMENT FOR ELECTRIC SERVICE
IN
DESIGNATED TERRITORY OF ANOTHER ELECTRIC SUPPLIER**

Moreau-Grand Electric Cooperative Inc. ("Moreau-Grand") and the City of Mclaughlin ("City") are both electric suppliers in the Mclaughlin, South Dakota area and have assigned electric service territories in such vicinity pursuant to the laws of the state of South Dakota. By this Consent and Agreement, Moreau-Grand agrees to allow City to supply electric service in Moreau-Grand's assigned electric service area, pursuant to the provision of this Agreement.

The execution of this Agreement is made with the understanding and agreement that the land described herein shall remain a part of the assigned electric service area of Moreau-Grand and that by virtue of this Agreement, City does not acquire any assigned electric service area rights in any portion of the property, nor will City acquire any rights to provide electric service in the area or in any other area on the basis of the electric line construction allowed pursuant to this agreement. Furthermore, this Agreement shall not be admissible in evidence before any court, nor shall it constitute or establish at any time a precedent between Moreau-Grand and City.

Moreau-Grand consents to City providing service to the landfill building for the life of such building up to a maximum of 1200 kw hours per month to a land fill building located on the following described property:

Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 6, Township 21, North Range 27 East of the Black Hills meridian in Corson county, containing 39.97 acres more or less.

as shown on the drawing attached is Exhibit A.

This Consent and Agreement is effective only after being approved by the Public Utilities Commission.

Dated this 13 day of July, 1998.

CITY OF MCLAUGHLIN

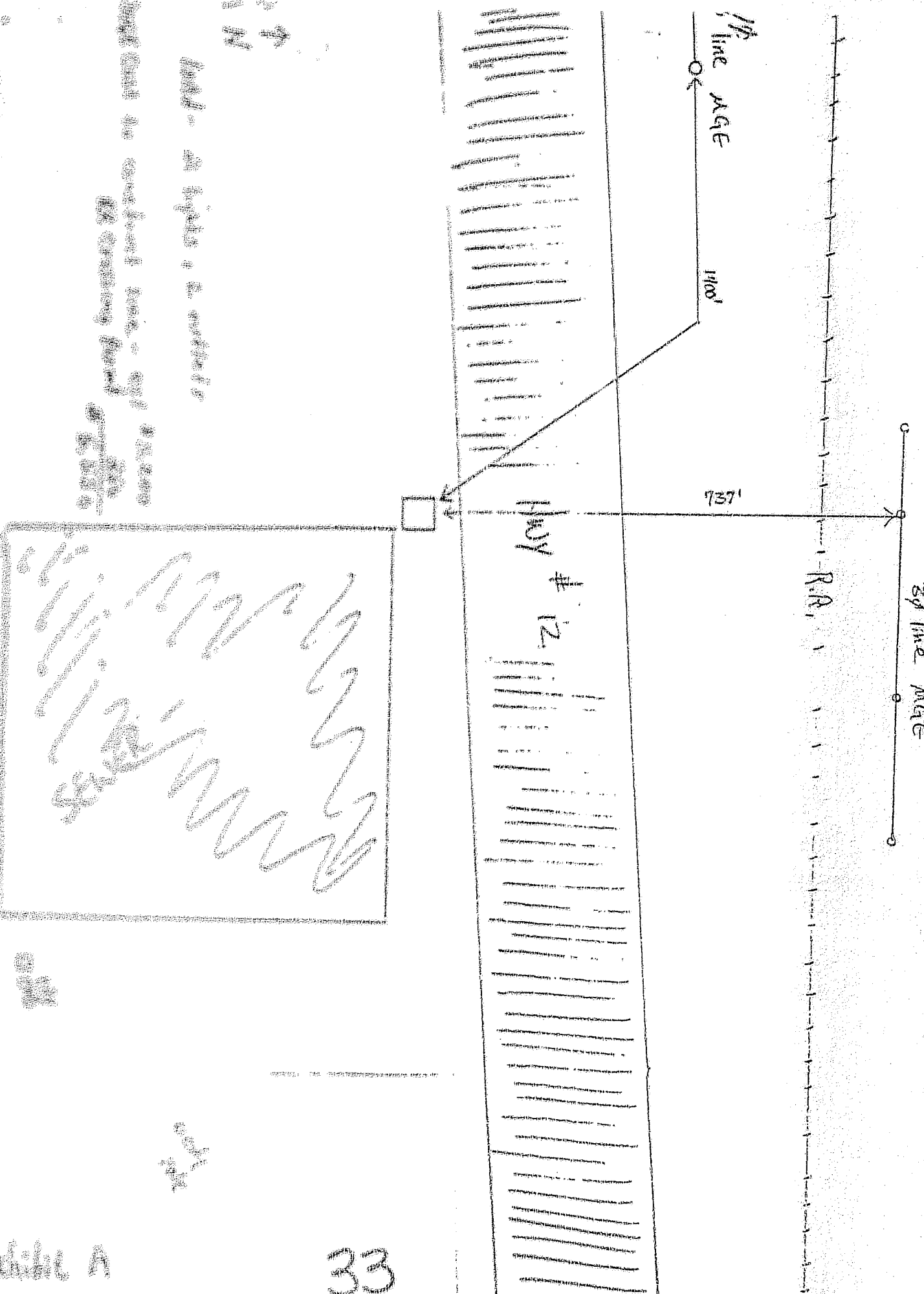
BY Edna Walker

It's 5/11/98

MOREAU-GRAND ELECTRIC COOP.

BY W.S. Carver

It's General Manager

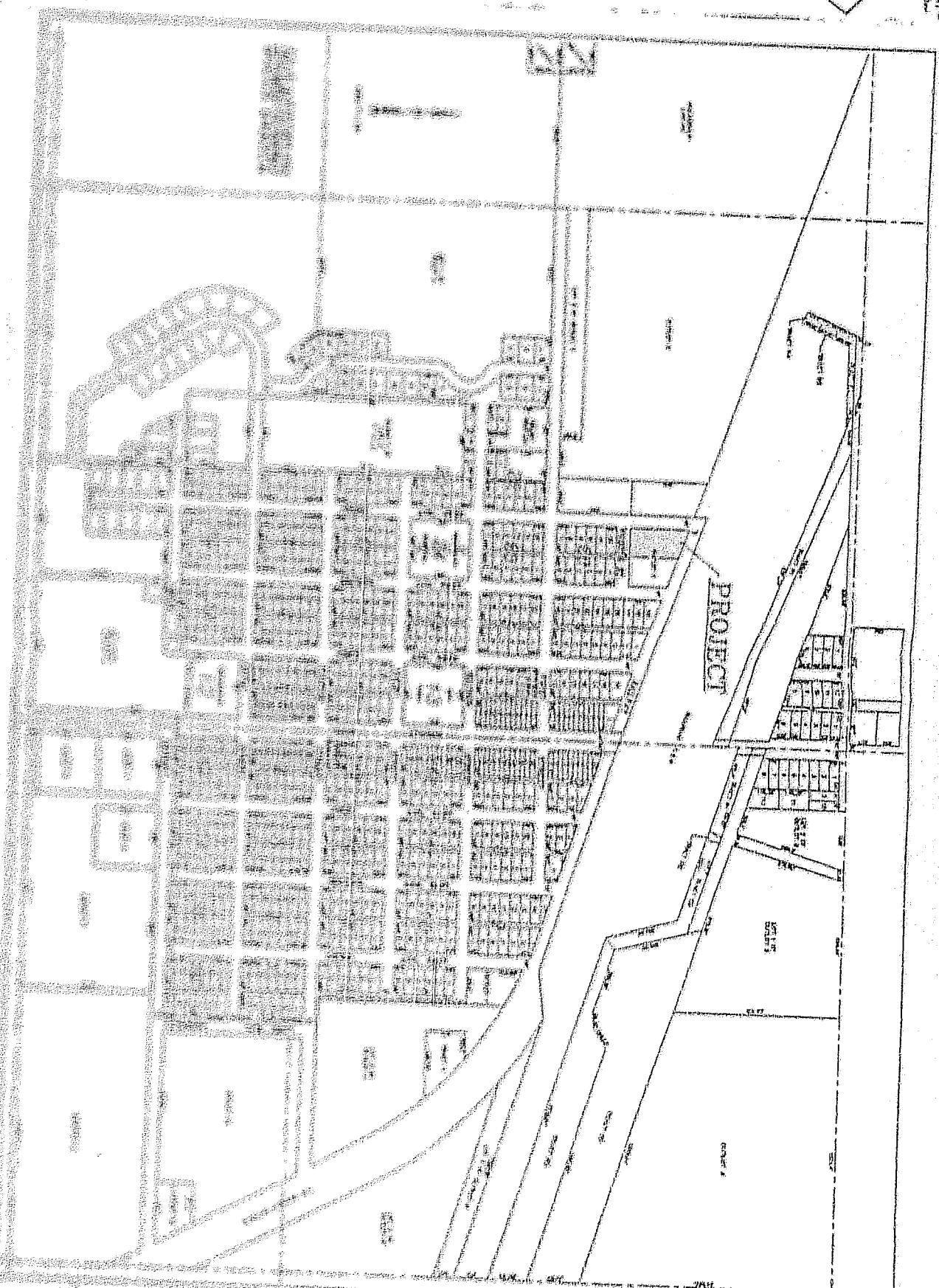


1100'
 737'
 1100'
 R.R.
 2d line MGE

1100'
 737'
 1100'

Approved
1/25/50

Approved
1/25/50



NO.	DATE	DESCRIPTION	AMOUNT
1	1/25/50
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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY)	ORDER GRANTING
MINNEAPOLIS ELECTRIC COOPERATIVE,)	APPROVAL OF SERVICE
AND THE CITY OF MCLAUGHLIN)	RIGHTS TERRITORY
DEMANDING A SERVICE RIGHTS TERRITORY)	EXCEPTION
EXEMPTION AGREEMENT)	EL98-014

On July 8, 1998, the Public Utilities Commission (Commission) received a filing from Minneapolis Electric Cooperative, Inc. (MECEC) and the City of McLaughlin (McLaughlin) seeking approval of an agreement for a service rights territory exception. McLaughlin is constructing a new landfill building and is in need of electrical service to the landfill building. The area in need of electrical service is currently in MECEC's assigned service area. Both entities agree that McLaughlin should request a service area to the landfill building. MECEC has consented to the service rights exception and will allow McLaughlin to provide service to the landfill building "for the life of such building up to a maximum of 1200 kw hours per month"

MECEC and McLaughlin have entered into an agreement entitled "Second Amended Consent and Agreement for Service Service in Assigned Territory of Another Electric Supplier," (Second Amended Agreement) dated July 13, 1998, and have filed same along with maps delineating the proposed territory.

The area to be served by McLaughlin is described as:

The "Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 6, Township 37, North Range 27 East of the Black Hills meridian in Corson County, containing 30.37 acres more or less."

On August 4, 1998, as an addendum to a duly noticed meeting, the Commission reviewed the Second Amended Agreement. Commission Staff noted the Second Amended Agreement includes the service rights exception is to last for the life of the building and recommended Commission approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically 49-34A-1, 49-34A-42, and 49-34A-55. The Commission finds the service rights exception is in the public interest and approval of the Second Amended Agreement shall be granted. As the Commission's final decision in this matter, it is therefore

ORDERED that the request seeking approval of the service rights territory exception is hereby granted.

WITNESSED at Pierre, South Dakota, this 14th day of August, 1998.

<p>CERTIFICATE OF SERVICE</p> <p>I, the undersigned, hereby certify that the foregoing has been read and approved by the Commission and that the same is hereby approved and granted.</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p>
--

BY ORDER OF THE COMMISSION:

[Signature]
 JAMES A. BURG, Chairman

[Signature]
 PAM NELSON, Commissioner

[Signature]
 LASIKA SCHOENFELDER, Commissioner