

EL 04-003

Clay-Union Electric Corporation

P.O. Box 317
Vermillion, SD 57069

www.clayunionelectric.com

Phone (605) 624-2673
Fax (605) 624-5526

February 5, 2004

South Dakota Public Utilities Commission
Attn: Martin Bettmann
State Capital Building
Room 464
Pierre, SD 57501-5070

RECEIVED

FEB 09 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Dear Martin:

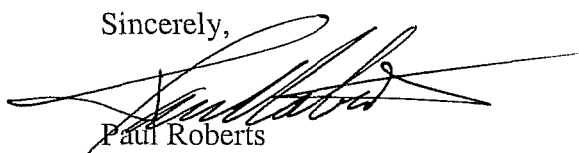
Please accept this letter as official notice to the South Dakota Public Utilities Commission (PUC) and our request for approval for an amendment to an existing territory agreement between Clay Union Electric and the City of Vermillion.

I have attached a copy of the agreement signed by both parties relative to the territory affected. I have also attached copies of letters from Clay Rural Water requesting this action. Clay Rural Water is only potential electric affected by this agreement.

On behalf of the parties to this agreement, we request this matter be placed on the PUC agenda for approval at the earliest possible date. In reviewing the attached agreement, the signatories of each party is evidence that this solution has been mutually agreed to.

If you need any further information or if you have any questions on this activity, please feel free to contact me.

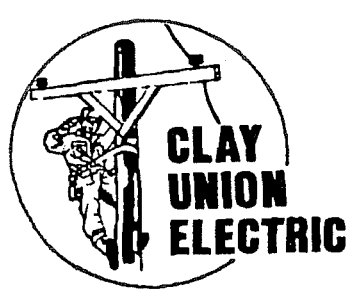
Sincerely,



Paul Roberts
Manager

Enclosures

cc: City of Vermillion



AMENDED
AGREEMENT TO ALLOCATE ELECTRICAL SERVICE TERRITORY

THIS AMENDED AGREEMENT made and entered into this 28th day of January, 2004, by and between The City of Vermillion; a municipal corporation, of 25 Center Street, Vermillion, SD 57069 (City) and Clay-Union Electric Corporation of 1410 E. Cherry Street, Vermillion, SD 57069 (Clay-Union), and in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

1.

City provides electrical service to individual and business consumers located within their assigned service territory.

2.

Clay-Union provides electrical service to individual and business consumers located within their assigned service territory.

3.

It has recently come to the attention of the City and Clay-Union that City has been inadvertently servicing approximately 14 mobile homes which are located within Clay-Union's assigned territory.

4.

In order to create a fair and equitable allocation of service territory for both City and Clay-Union, the parties have entered into this amended agreement to reallocate portions of their respective service territories.

5.

The parties agree that City will continue to serve the area in Clay-Union's assigned territory which they have been servicing and Clay-Union shall transfer this territory to City. This territory is described as:

THE EAST 320.5 FEET OF LOT Y OF REPLAT OF LOT B-2 IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$), SECTION 14, TOWNSHIP 92 NORTH, RANGE 52 WEST OF THE 5TH P.M., CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

This area to be served by City is shown on the attached map and highlighted in yellow. This map is incorporated herein by this reference. (Attachment #1)

6.

In return for City continuing to serve and receiving the above described territory, City shall transfer to Clay-Union a portion of their assigned service territory and thereafter Clay-Union shall include said property within their assigned service territory and shall provide service thereto. The territory to be transferred to Clay-Union is described as:

LOT 3, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

The area to be served by Clay-Union is shown on the attached map and highlighted in yellow. This map is incorporated herein by this reference. (Attachment #2)

7.

The parties acknowledge that this allocation of electrical service territory is authorized by SDCL 49-34A-55. The parties

further agree that pursuant to said statute, this amended agreement shall not become effective or be binding on the parties until it is filed and approved by the South Dakota Public Utilities Commission (PUC). Should PUC fail to approve this amended agreement, it shall be null and void.

8.

The parties agree that they have studied the electrical needs in the area to be divided and agree that the public interest will be best served through this amended agreement. By entering into this amended agreement, the parties shall eliminate and avoid unnecessary duplication of facilities, provide adequate service to all areas and consumers affected and promote the efficient and economical use and development of the electric system of the parties.

9.

The parties shall, forthwith, upon signing this amended agreement, submit said amended agreement to PUC for their review and approval and take all necessary steps to gain such approval.

10.

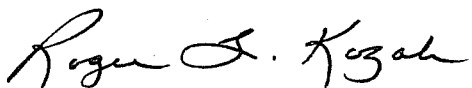
This amended agreement is intended to replace the agreement entered into by the parties dated the 18th day of December, 2002.


11.

The parties shall execute three original copies of this amended agreement.


CITY OF VERMILLION
A Municipal Corporation

CLAY-UNION ELECTRIC CORP.

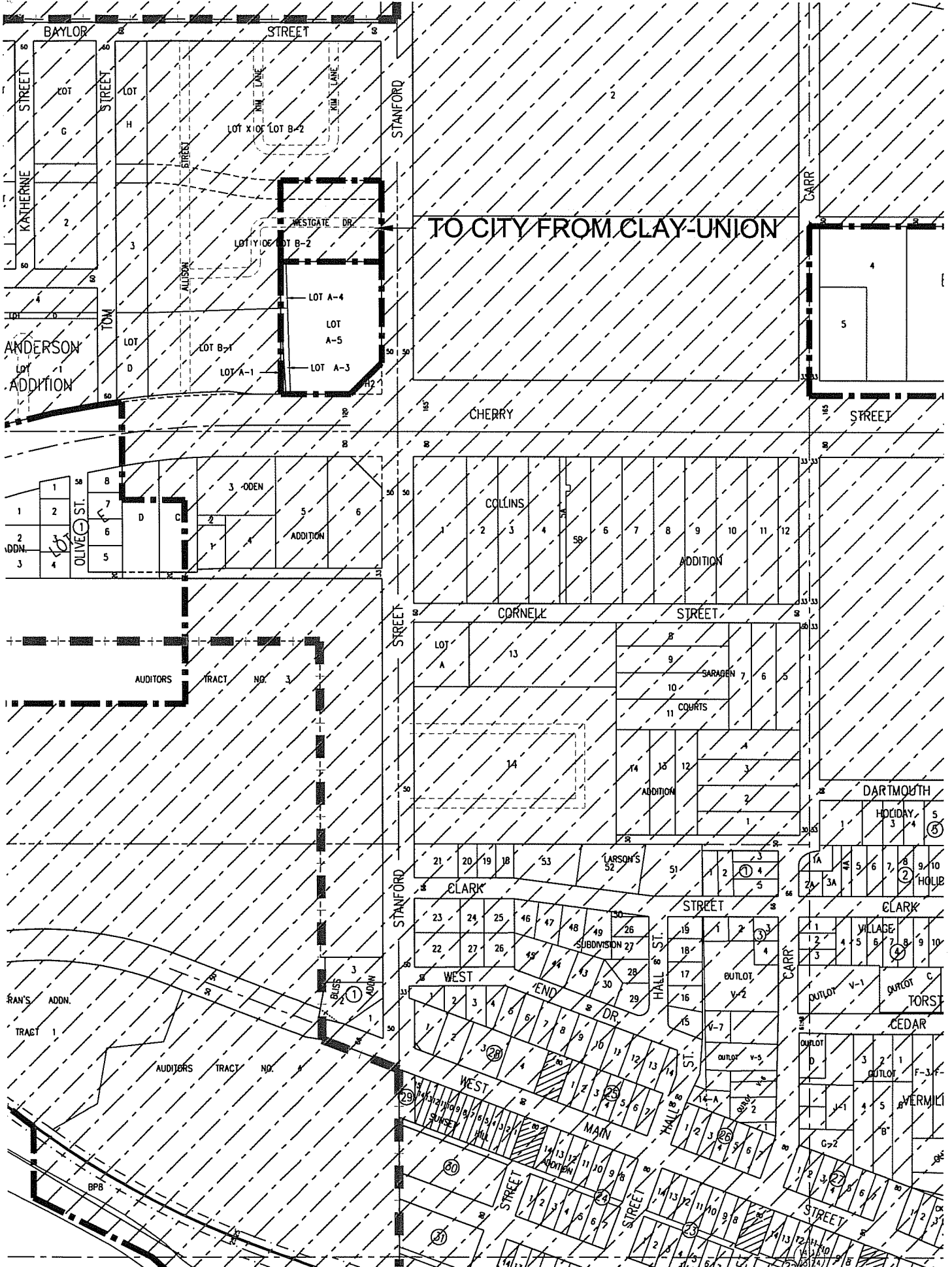
By: 
Roger L. Kozak
Its: Mayor

By: 
Dan O'Connor
Its: President of the Board

ATTEST:

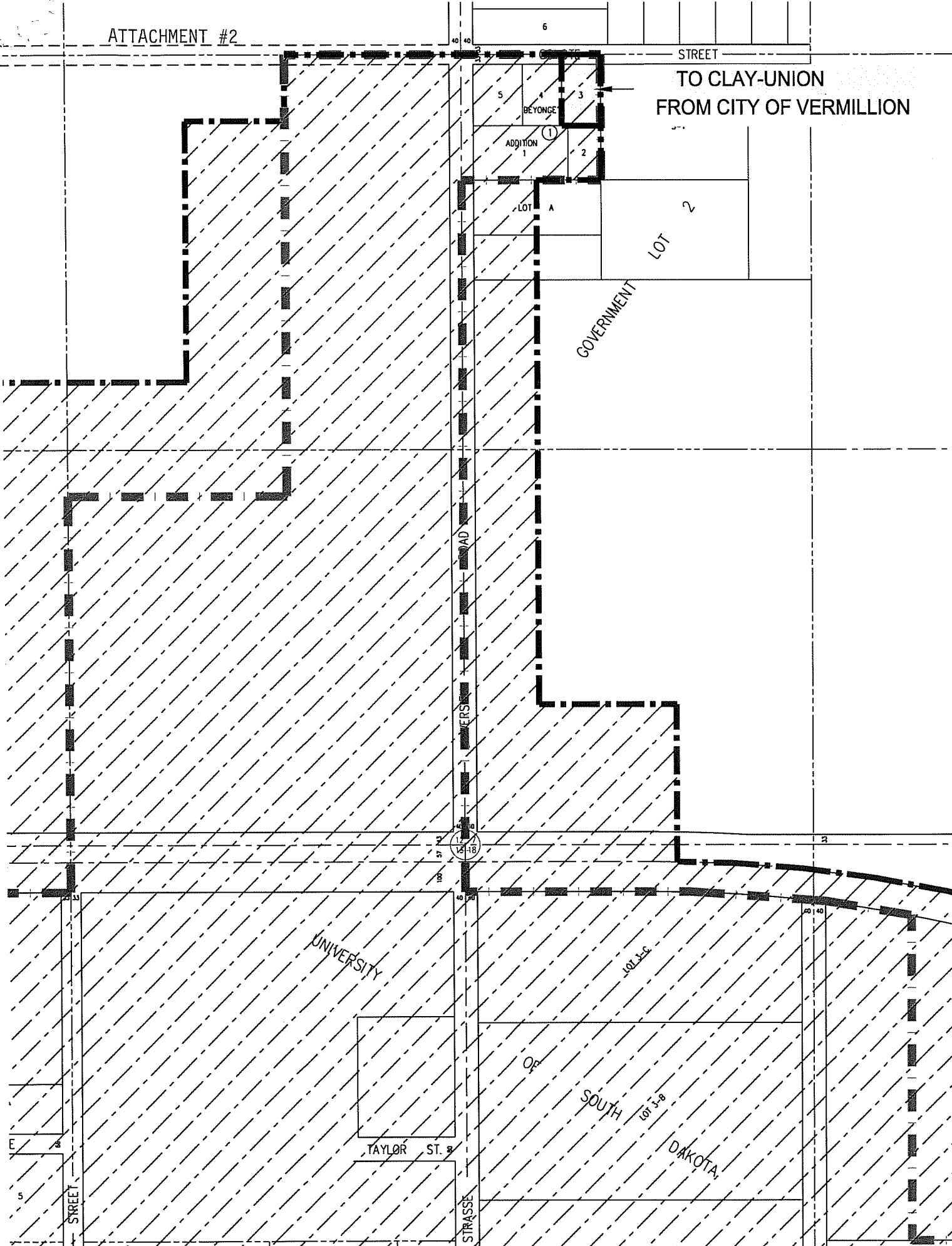

Michael D. Carlson
Finance Officer

ATTACHMENT #1



TO CITY FROM CLAY-UNION

ATTACHMENT #2





CRWS

Clay Rural Water System

30376 SD Hwy. 19
Wakonda, SD 57073-6416
605-267-2088
FAX 605-267-2085

FAXED

October 10, 2003

Harold Holoch
City of Vermillion
25 Center Street
Vermillion SD 57069

RE: DeYonge Property

Dear Harold:

This is a follow-up letter to my correspondence last week regarding the property switch we did with Marie DeYonge.

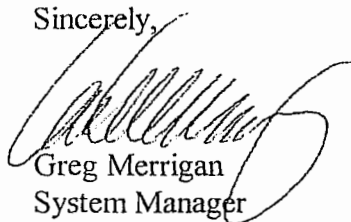
As I mentioned last week, at the request of Marie DeYonge, we have switched ownership of a parcel of property in Block 1, DeYonge Addition. We have transferred ownership of Lot 2 for Lot 3 with Marie. We now own Lot 3 and she owns Lot 2.

We would like to request that the electrical service provider for Lot 3 be switched to Clay-Union Electric. They have indicated they will handle the required administrative paperwork.

If you have any questions or need any other information, please contact me.

Thank you.

Sincerely,


Greg Merrigan
System Manager

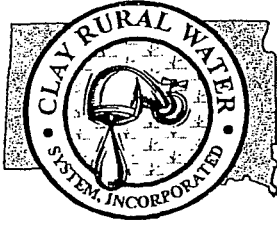
cc: Clay-Union Electric

RECEIVED

NOV 12 2003

Clay Union Electric

DISTRIBUTE TO:	COPIES TO:
<input checked="" type="checkbox"/> MGR.	_____
<input type="checkbox"/> OP. MGR.	_____
<input type="checkbox"/> BUS. MGR.	_____
<input type="checkbox"/> MS/MD	_____
<input type="checkbox"/> EL. FOREM.	_____
<input type="checkbox"/>	_____
<input type="checkbox"/> L. FOREM.	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/> LIN. RM.	_____
<input type="checkbox"/> COFF. RM.	_____
RETURN TO	_____



DISTRIBUTE TO: MGR. OP. MGR. BUS. MGR. MS/MD EL. FOREM. L. FOREM. LIN. RM. COFF. RM. RETURN TO

CRWS
Clay-Rural Water System
30376 SD Hwy. 19
Wakonda, SD 57073-6416
605-267-2088
FAX 605-267-2085

RECEIVED
NOV 07 2003
Clay Union Electric

Saul

October 6, 2003

Paul Roberts
Clay-Union Electric Corp.
POB 317
Vermillion SD 57069

Harold Holoch
City of Vermillion
25 Center Street
Vermillion SD 57069

Gentleman:

The Clay Rural Water System has recently made a property switch that I would like to alert both of you to.

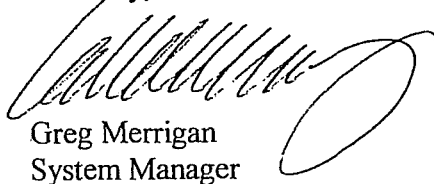
At the request of Marie DeYonge, we have switched ownership of a parcel of property in Block 1, DeYonge Addition. We have transferred ownership of Lot 2 for Lot 3 with Marie. We now own Lot 3 and she owns Lot 2. I have attached a copy of the plat for reference.

I know that electrical service to this parcel was an item of discussion last year and I wanted to make you both aware of this transaction. We plan to construct facilities on the property in 2004.

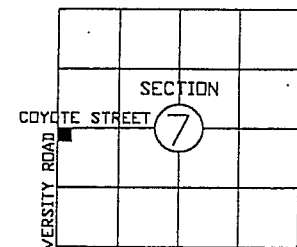
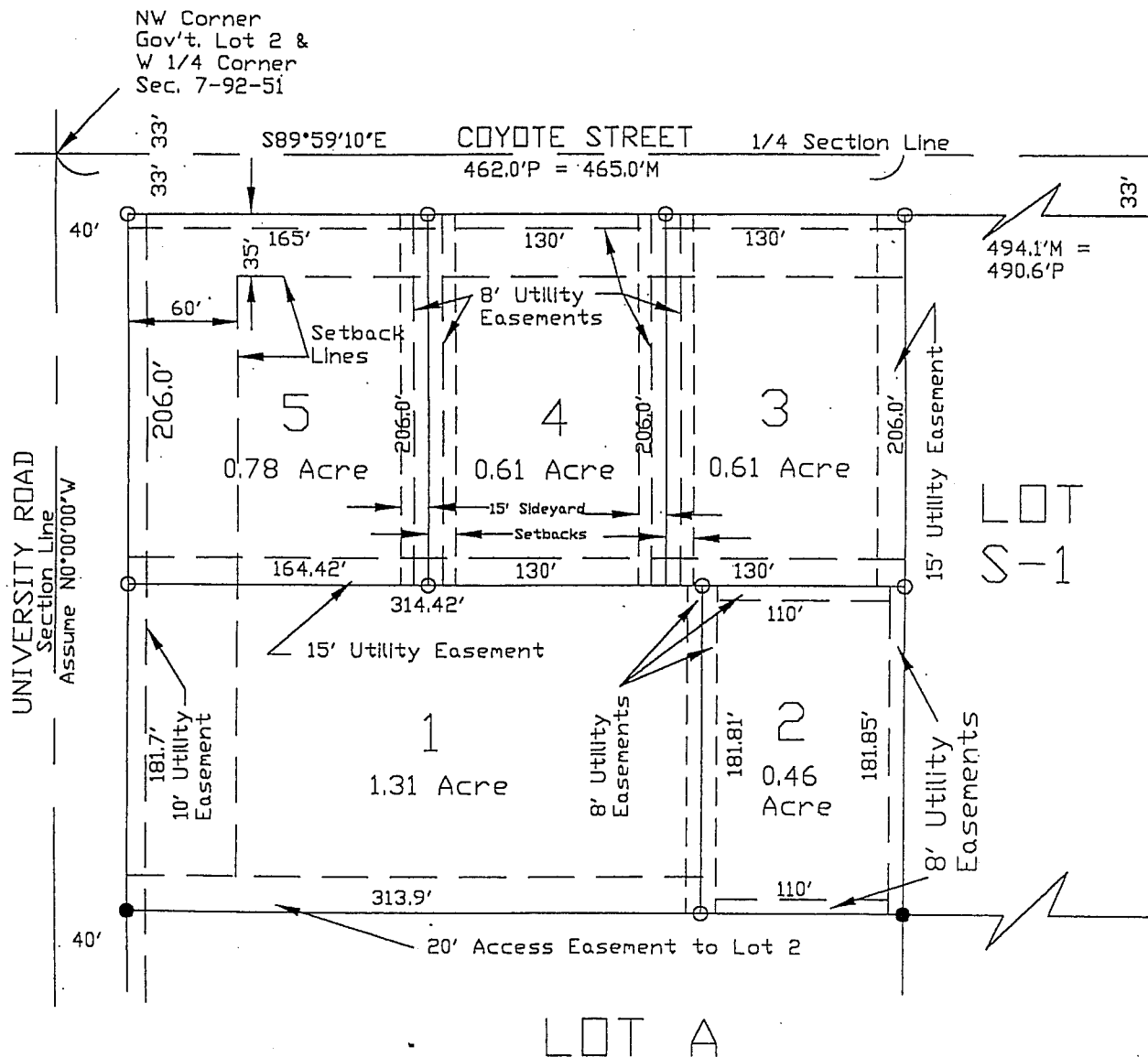
If you have any questions or need any other information, please contact me.

Thank you.

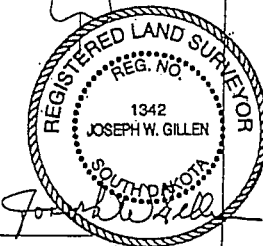
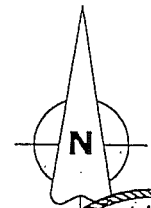
Sincerely,


Greg Merrigan
System Manager

PLAT OF LOTS 1 - 5, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA



VICINITY MAP - SCALE: NONE



LEGEND

- DENOTES IRON CORNER FOUND
- DENOTES IRON CORNER SET
- L.S. CAP. STAMPED GILLEN LS 1342



SCALE: 1 INCH = 60 FEET

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 5, 2004 through February 11, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3201

ELECTRIC

EL04-003 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Vermillion and Clay-Union Electric Corporation.

On February 9, 2004, Clay-Union Electric Corporation (Clay-Union) filed a request for approval to the South Dakota Public Utilities Commission for an amendment to an existing territory agreement between Clay-Union and the City of Vermillion (City). The City has inadvertently been servicing approximately 14 mobile homes which are located in Clay-Union's assigned service territory. In order to create a fair and equitable allocation of service territory the parties have entered into an amended agreement to reallocate portions of their respective service territories. Clay-Union shall transfer the territory the City is currently serving to the City. This territory is described as: The East 320.5 feet of Lot Y of Replat of Lot B-2 in the Southwest Quarter of the Northeast Quarter of Section 14, Township 92 North, Range 52 West of the 5th P.M., City of Vermillion, Clay County, South Dakota. In return, the City shall transfer to Clay-Union the following territory: Lot 3, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/09/04
Intervention Deadline: 02/27/04

EL04-004 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Sisseton will expire on March 11, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Sisseton be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/10/04
Intervention Deadline: 02/26/04

TELECOMMUNICATIONS

TC04-017 In the Matter of the Application of Airespring, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On February 6, 2004, Airespring, Inc. filed an application for a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. Airespring, Inc. intends to provide resold interexchange long distance services, including MTS, 800/888 toll free service, travel card services, and directory assistance to residential and business customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/06/04
Intervention Deadline: 02/27/04

TC04-018 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Jefferson Telephone Company d/b/a Long Lines Ltd.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Jefferson Telephone Company d/b/a Long Lines Ltd. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-019 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Fort Randall Telephone Company and Mount Rushmore Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal

Interconnection, Transport and Termination Agreement between Fort Randall Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-020 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Midstate Communications, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Midstate Communications, Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-021 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Kennebec Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Kennebec Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks

for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-022 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Alliance Communications Cooperative, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Alliance Communications Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-023 In the Matter of the Application of Comtech 21, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 9, 2004, Comtech 21, LLC filed an application seeking a Certificate of Authority to provide local exchange telecommunications services in South Dakota. Comtech 21 is requesting authority to operate as a Competitive Local Exchange Carrier "throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural exemption pursuant to Section 251(f)(1) of the Federal Act. Comtech 21 does not seek to provide services to customers in those small or rural territories at this time. Comtech 21 intends to provide all forms of intrastate local exchange telecommunications services."

Staff Analyst: Harlan Best

Staff Attorney: Karen E. Cremer
Date Docketed: 02/09/04
Intervention Deadline: 02/27/04

TC04-024 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners.

On February 11, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners. According to the filing, the agreement amends Section (B)2.3.4 "Facilities Credit" provisions and Section (B)2.5 "Billing for Qwest -Originated Traffic provisions of the original agreement. The original Agreement was approved by the Commission on September 14, 2001, in Docket No. TC01-072. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 2, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/11/04
Initial Comments Due: 03/02/04

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

EL04-003

Clay-Union Electric Corporation

P.O. Box 317
Vermillion, SD 57069

www.clayunionelectric.com

Phone (605) 624-2673
Fax (605) 624-5526

March 15, 2004

RECEIVED

MAR 18 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

South Dakota Public Utilities Commission
Attn: Michelle Farris
State Capital Building
Room 464
Pierre, SD 57501-5070

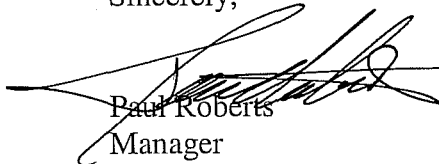
Dear Michelle:

I have enclosed a new contract to address the change in territory agreement between Clay Union Electric and the City of Vermillion for your March 23, 2004 Commission Meeting.

If you recall this contract is addressing the exchange of lots owned by Clay Rural Water and the service arrangements between Clay Union Electric and The City of Vermillion that go along with the lot. As I did last time, I am enclosing copies of letters from Clay Rural Water requesting this action. Clay Rural Water is only potential electric affected by this agreement.

If you need any further information or if you have any questions on this activity, please feel free to contact me.

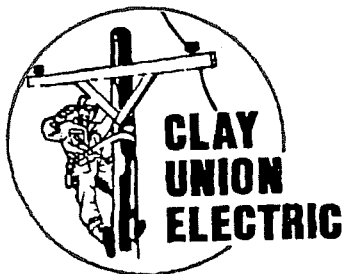
Sincerely,



Paul Roberts
Manager

Enclosures

cc: City of Vermillion



AGREEMENT TO ALLOCATE ELECTRICAL SERVICE TERRITORY

THIS AGREEMENT made and entered into this 12th day of March, 2004, by and between The City of Vermillion; a municipal corporation, of 25 Center Street, Vermillion, SD 57069 (City) and Clay-Union Electric Corporation of 1410 E. Cherry Street, Vermillion, SD 57069 (Clay-Union), and in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

1.

City provides electrical service to individual and business consumers located within their assigned service territory.

2.

Clay-Union provides electrical service to individual and business consumers located within their assigned service territory.

3.

Clay-Union currently has within its assigned territory the property described as:

LOT 2, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

4.

City currently has within its assigned territory the property described as:

LOT 3, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

5.

The parties agree to exchange the above property so that City shall serve and have within its assigned territory the property described as:

LOT 2, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA;

and Clay-Union shall serve and have within its assigned territory the property described as:

LOT 3, BLOCK 1, DEYONGE ADDITION TO THE CITY OF VERMILLION, CLAY COUNTY, SOUTH DAKOTA.

6.

Attached to this agreement is a map showing the property and indicating which property shall be served by which party. (Attachment #1). This map is incorporated herein by this reference.

7.

The parties acknowledge that this allocation of electrical service territory is authorized by SDCL 49-34A-55. The parties further agree that pursuant to said statute, this agreement shall not become effective or be binding on the parties until it is filed and approved by the South Dakota Public Utilities Commission (PUC). Should PUC fail to approve this agreement, it shall be null and void.

8.

The parties agree that they have studied the electrical needs in the area to be exchanged and agree that the public interest will be best served through this agreement. By entering

into this agreement, the parties shall eliminate and avoid unnecessary duplication of facilities, provide adequate service to all areas and consumers affected and promote the efficient and economical use and development of the electric system of the parties.

9.

The parties shall, forthwith, upon signing this agreement, submit said agreement to PUC for their review and approval and take all necessary steps to gain such approval.

10.

The parties shall execute three original copies of this agreement.

CITY OF VERMILLION
A Municipal Corporation

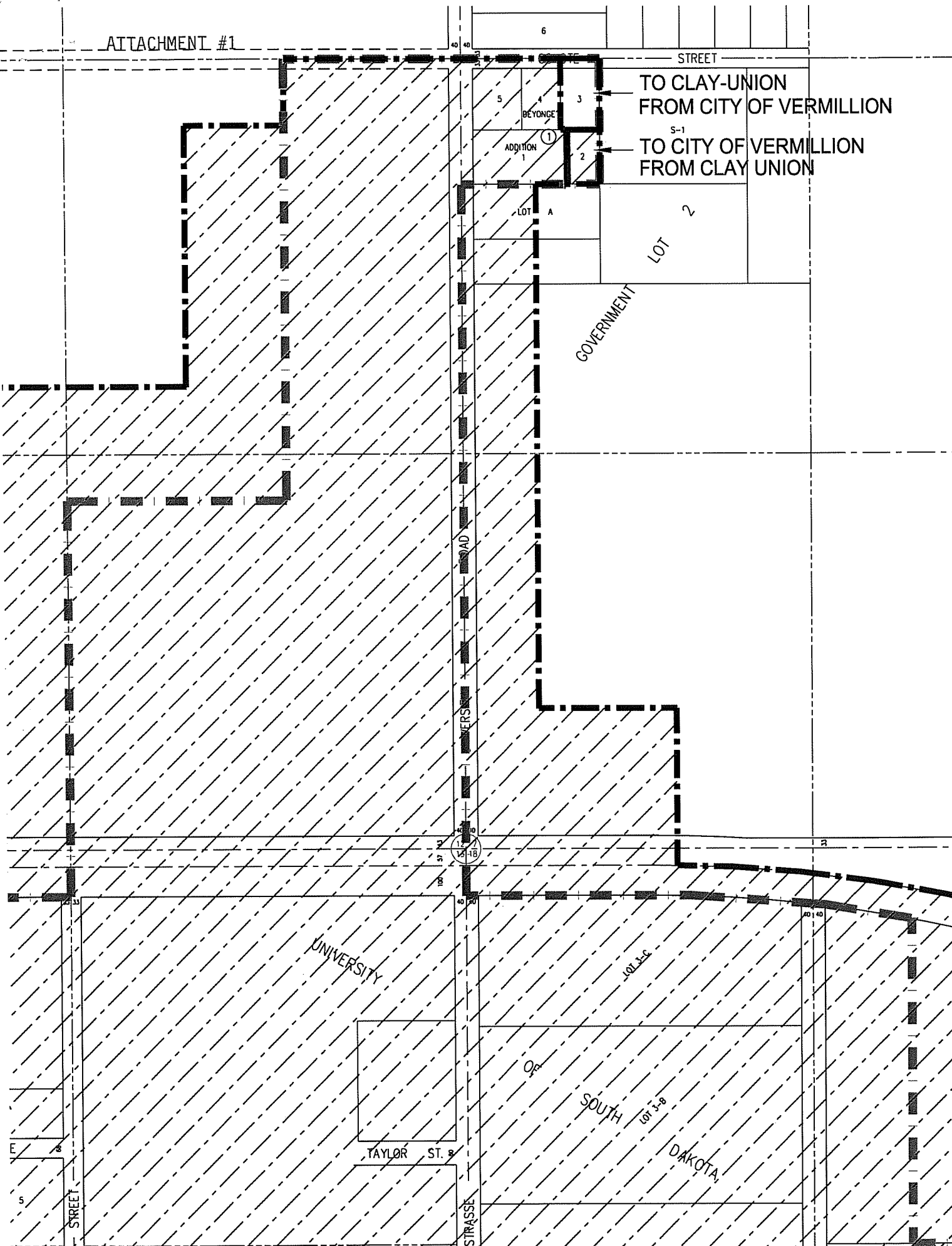
CLAY-UNION ELECTRIC CORP.

By: Roger L. Kozak
Roger L. Kozak
Its: Mayor

By: Dan O'Connor
Dan O'Connor
Its: President of the Board

ATTEST:

Michael D. Carlson
Michael D. Carlson
Finance Officer



TO CLAY-UNION
FROM CITY OF VERMILLION

TO CITY OF VERMILLION
FROM CLAY UNION

UNIVERSITY

TAYLOR ST. S

STRASSE

SOUTH

DAKOTA

LOT 3-8

OP

LOT 2

GOVERNMENT

LOT A

ADDITION 1

BEYONCE

6

5

4

3

2

S-1

40 40

15

30

30

30

30

40 40

5

8

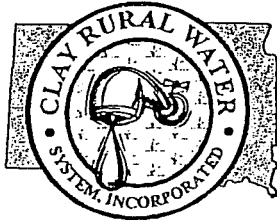
E

STREET

STREET

STREET

UNIVERSITY ROAD



DISTRIBUTE TO: MGR.
 OP. MGR.
 BUS. MGR.

CRWS

MS/MD *Clay-Rural Water System*
 EL. FOREM. 30376 SD Hwy. 19
Wakonda, SD 57073-6416
 L. FOREM. 605-267-2088
FAX 605-267-2085

October 6, 2003

Paul Roberts
Clay-Union Electric Corp.
POB 317
Vermillion SD 57069

LIN. RM.
 COFF. RM.
RETURN TO *Saul*
RECEIVED
NOV 07 2003
Clay Union Electric

Harold Holoch
City of Vermillion
25 Center Street
Vermillion SD 57069

Gentleman:

The Clay Rural Water System has recently made a property switch that I would like to alert both of you to.

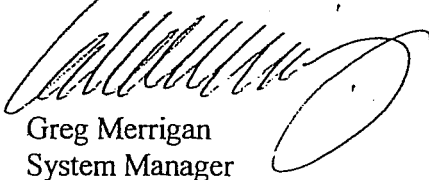
At the request of Marie DeYonge, we have switched ownership of a parcel of property in Block 1, DeYonge Addition. We have transferred ownership of Lot 2 for Lot 3 with Marie. We now own Lot 3 and she owns Lot 2. I have attached a copy of the plat for reference.

I know that electrical service to this parcel was an item of discussion last year and I wanted to make you both aware of this transaction. We plan to construct facilities on the property in 2004.

If you have any questions or need any other information, please contact me.

Thank you.

Sincerely,


Greg Merrigan
System Manager



CRWS

Clay Rural Water System

30376 SD Hwy. 19
Wakonda, SD 57073-6416
605-267-2088
FAX 605-267-2085

FAXED

October 10, 2003

Harold Holoch
City of Vermillion
25 Center Street
Vermillion SD 57069

RE: DeYonge Property

Dear Harold:

This is a follow-up letter to my correspondence last week regarding the property switch we did with Marie DeYonge.

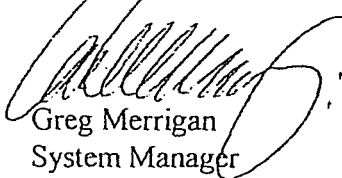
As I mentioned last week, at the request of Marie DeYonge, we have switched ownership of a parcel of property in Block 1, DeYonge Addition. We have transferred ownership of Lot 2 for Lot 3 with Marie. We now own Lot 3 and she owns Lot 2.

We would like to request that the electrical service provider for Lot 3 be switched to Clay-Union Electric. They have indicated they will handle the required administrative paperwork.

If you have any questions or need any other information, please contact me.

Thank you.

Sincerely,


Greg Merrigan
System Manager

cc: Clay-Union Electric

RECEIVED

NOV 12 2003

Clay Union Electric

DISTRIBUTE TO:	COPIES TO
<input checked="" type="checkbox"/> MGR.	_____
<input type="checkbox"/> OP MGR	_____
<input type="checkbox"/> BUS. MGR.	_____
<input type="checkbox"/> MS/MD	_____
<input type="checkbox"/> EL FOREM	_____
<input type="checkbox"/> L FOREM.	_____
<input type="checkbox"/> LIN. RM.	_____
<input type="checkbox"/> COFF. RM.	_____
RETURN TO	_____

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

IN THE MATTER OF THE JOINT REQUEST) FOR AN ELECTRIC SERVICE TERRITORY) BOUNDARY CHANGE BETWEEN THE CITY) OF VERMILLION AND CLAY-UNION ELECTRIC) CORPORATION)))))))	ORDER GRANTING APPROVAL OF CHANGES IN THE ELECTRIC SERVICE TERRITORY EL04-003
--	--	--

On February 9, 2004, the Public Utilities Commission (Commission) received a joint filing by the City of Vermillion (City) and Clay-Union Electric Corporation (Clay-Union) for approval of an electric service territory boundary change. On March 18, 2004, the Commission received a revised filing. The electric service boundary change is as follows:

City shall provide electrical service to consumers located in Lot 2, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

In exchange, the City shall transfer to Clay-Union Lot 3, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

On March 23, 2004, at its regularly scheduled meeting, the Commission considered the request for approval of the boundary change. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically, 49-34A-4, 49-34A-42, and 49-34A-55. Further, the Commission finds that the change in the service territory boundary will avoid unnecessary duplication of facilities, provide adequate electric service to all customers affected, and promote the efficient use and development of the electric systems of City and Clay-Union. The Commission therefore concludes that the change in the service territory is in the public interest and it shall be granted. As the Commission's final decision in this matter, it is therefore

ORDERED, that the request seeking approval of an electric service territory boundary change between City and Clay-Union is hereby granted.

Dated at Pierre, South Dakota, this 5th day of April, 2004.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Alaina Kolbo</i></u>
Date: <u>4/6/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner