

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

This **AGREEMENT**, is made and entered into by Grand Electric Cooperative, Inc., of 801 Coleman Avenue, Bison, South Dakota, 57620, hereinafter referred to as **Grand**, and West River Electric Association, of 1200 W. 4th Ave. PO Box 412, Wall, SD 57790, hereinafter referred to as **West River**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises and obligations herein contained, which include the following:

1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.
2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each electric utility operating within the state. The SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility.
3. The purpose of this Agreement is to verify and update all existing service territory mapping data for use in a Geographic Information System (GIS). Throughout this process, all mapping data, including: initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. A legal description was formulated by the SD PUC staff and sent to the Parties for review and verification.
4. During the review process, a discrepancy was found between the mapping data and the actual service territories served by the Parties. Specifically, the mapping data showed the southeast corner of Section 1, T8N, R17E as the eastern point at which the Parties territories intersect. It was discovered the eastern boundary of the Parties actual service territories begins at the Ziebach County line, which is slightly east of the Range 17E line. As such, the proper point of intersection begins where the Ziebach County line intersects the southern border of Section 6 of T8N, R18E, Ziebach County, South Dakota. In order to resolve this discrepancy, the Parties have provided an updated legal description and maps to reflect actual service territory boundaries. The revised legal description and maps have been attached hereto as Exhibits A and B, and such documents are incorporated here by reference and are to be considered part of this Agreement.
5. The mapping data contained in the attached legal description (Exhibit A) and the corresponding maps (Exhibit B) accurately represent the service territories currently served by the Parties.

6. Under this Agreement, any changes made to mapping data are to be deemed intentional and a result of the review and exchange of information between the SD PUC staff and the Parties hereto. Any changes in mapping data should be considered a request by the Parties on the SD PUC, for approval of change in service territory according to state law. If approved by the SD PUC, the revised mapping data shall hereafter constitute the controlling service territory designations of the Parties; and as evidence of such territorial designations, the Parties and the SD PUC shall maintain the territorial mapping data and this Agreement.

7. Unless agreed to by the Parties and approved by the SD PUC, no changes or updates of mapping data under this Agreement shall change the service provider for any South Dakota consumer. Each of the Parties shall continue to service existing customer facilities located in the designated area of the other. Such exception shall continue as long as the specific type of service exists, or until such time as is appropriate to renegotiate service rights. The Parties agree that no new connections or hookups will be made in the designated area of the other without an agreement signed by both Parties and approval is received by the SD PUC per SDCL 49-34A-42.

8. This Agreement shall be binding upon the Parties and their successors, assigns, agents and representatives.

9. Approval of this Agreement by the SD PUC shall not in any way constitute a determination by the SD PUC as to the merits of any allegations or contentions that may arise as a result of this Agreement and shall not foreclose the SD PUC from the review of any allegations or contentions that may arise hereafter.


10. This Agreement shall not foreclose the ability of the Parties hereto, to modify the service territory as established in this Agreement through the processes provided under the laws of the State of South Dakota.

Grand Electric Cooperative, Inc.

By: 
Title: General Manager

Date: February 10, 2012

West River Electric Association, Inc.

By: 
Title: CEO/Manager

Date: 2-29-2012

GRAND ELECTRIC COOPERATIVE

ON this 10 day of Feb, 2012, before me, the signing officer, personally appeared Jerry P. Reisenauer, who acknowledged himself/herself to be the General Manager of Grand Electric Cooperative, Inc., and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Michael D. Lomberg
Notary Public
My Commission Expires: 10-19-2016

SEAL



WEST RIVER ELECTRIC ASSOCIATION

ON this 29 day of Feb, 2012, before me, the signing officer, personally appeared Richard Johnson, who acknowledged himself/herself to be the CEO / Manager for West River Electric Association, Inc., and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Betty Haerer
Notary Public
My Commission Expires: 11-15-14

