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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

This **AGREEMENT**, is made and entered into by Clay-Union Electric Cooperative, of PO Box 317 Vermillion, SD 57069-0317, hereinafter referred to as **Clay-Union**, and NorthWestern Corporation dba NorthWestern Energy, of 600 Market Street West, Huron, SD 57350, hereinafter referred to as **NWE**; 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:

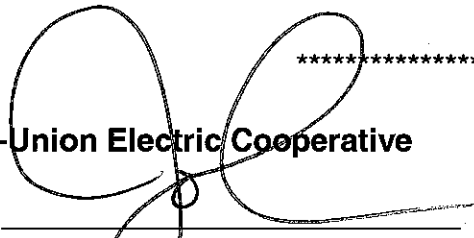
1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.
2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each 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. 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.
5. For purposes of this agreement, it is understood that any location receiving service from an electric utility within whose service territory that location is not located shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission pursuant to SDCL 49-34A-55.
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.

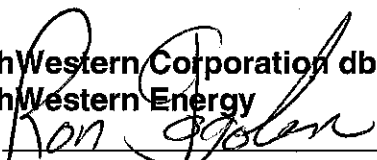
7. Unless agreed to by the Parties and approved by the SD PUC, no changes or updates of mapping data under this Agreement shall change the service provider for any South Dakota consumer. Further, the Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.

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.


Clay-Union Electric Cooperative
By: _____
Title: General Manager
Date: 11 - November - 2014

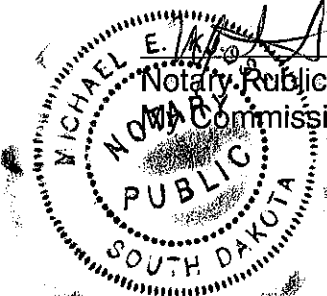
NorthWestern Corporation dba
NorthWestern Energy
By:  _____
Title: Coordinator - Land & Eas
Date: 11 / 26 / 2014

CLAY-UNION ELECTRIC COOPERATIVE

ON this 11th day of November, 2014, before me, the signing officer, personally appeared John A GORS, who acknowledged himself/herself to be the General Manager of Clay-Union Electric Cooperative, 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.



Notary Public
Commission Expires: 12-2-2011



SEAL

NORTHWESTERN CORPORATION DBA NORTHWESTERN ENERGY

ON this 26th day of Nov., 2014, before me, the signing officer, personally appeared Ron Gogolin, who acknowledged himself/herself to be the Coordinator - Land & Basement for NorthWestern Corporation dba NorthWestern Energy, 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.

JoAnne H Peterson
Notary Public
My Commission Expires: June 10, 2016

