

AGREEMENT TO MODIFY  
ASSIGNED SERVICE AREA BETWEEN  
CODINGTON-CLARK ELECTRIC COOPERATIVE, INC.,  
AND CITY OF WATERTOWN, SOUTH DAKOTA

THIS AGREEMENT made and entered into this 3rd day of  
December, 1990, by and between CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC., (Public Utility or Codington-Clark) and the  
CITY OF WATERTOWN, SOUTH DAKOTA (Electric Utility or City);

WITNESSETH:

WHEREAS, SDCL 49-34A-55 authorizes the adjustment of service  
rights between Municipalities and Electric Utility Cooperatives,  
subject to approval by the South Dakota Public Utilities  
Commission, and

WHEREAS, the parties hereto believe that the Agreement  
embodied herein will eliminate or reduce duplication of facilities  
which wastes resources and increases consumer costs, and that this  
Agreement will benefit consumers of the parties hereto, and  
promote the proper and efficient operation of such utility;

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants herein contained,  
City and Codington-Clark agree as follows:

1. ELECTRIC SERVICE AREA as used in this Agreement refers to  
the electric service areas as established under SDCL 49-34A-44.

2. City shall provide electric service to all meters,  
whether presently existing or hereafter installed, within its  
electric service area, except as provided for by paragraph 4  
below. Codington-Clark shall serve no meters within such electric



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THIS AGREEMENT made and entered into this 3rd day of December, 1993, by and between CODINGTON-CLARK ELECTRIC COOPERATIVE, INC., (Public Utility or Codington-Clark) and the CITY OF WATERTOWN, SOUTH DAKOTA (Electric Utility or City);

WITNESSETH:

WHEREAS, SDCL 49-34A-55 authorizes the adjustment of service rights between Municipalities and Electric Utility Cooperatives, subject to approval by the South Dakota Public Utilities Commission, and

WHEREAS, the parties hereto believe that the Agreement embodied herein will eliminate or reduce duplication of facilities which wastes resources and increases consumer costs, and that this Agreement will benefit consumers of the parties hereto, and promote the proper and efficient operation of such utility;

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants herein contained, City and Codington-Clark agree as follows:

1. ELECTRIC SERVICE AREA as used in this Agreement refers to the electric service areas as established under SDCL 49-34A-44.
2. City shall provide electric service to all meters, whether presently existing or hereafter installed, within its electric service area, except as provided for by paragraph 4 below. Codington-Clark shall serve no meters within such electric



service area, except as provided by paragraph 4 below.

3. Codington-Clark shall provide electric service to all meters, whether presently existing or hereafter installed, outside of the City's electric service area as defined in paragraph 1 above, and within the electric service area of Codington Clark, except as to areas hereinafter annexed by the City of Watertown, which shall be treated as provided in paragraph 4 below.

4. At any time the City hereafter annexes into the City of Watertown any area outside of its electric service area as defined in paragraph 1, Codington-Clark shall continue to serve all meters or services existing prior to the effective date of such annexation within its electric service area and City shall serve all meters or services thereafter installed within the annexed area. City further agrees that per SDCL 9-35-1 no franchise from the City shall be required in order for Codington-Clark to continue to serve such meters or services within the annexed area. In any such annexed area, City shall waive payment from Codington-Clark of the payments provided in SDCL 49-34A-46.

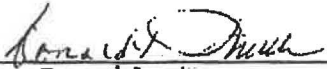
5. Codington-Clark waives its right to compensation from City as provided in SDCL 49-34A-50 for the City's acquisition by virtue of this Agreement of any area which was within the Codington-Clark service territory as of June 1, 1990, and which electric consumers pursuant to this Agreement are to be served by the City.

6. This Agreement shall be subject to the approval of the South Dakota Public Utilities Commission, and both parties agree

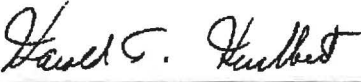
to use their best efforts to attempt to obtain such approval.  
This Agreement will be perpetual unless otherwise modified by  
written agreement of the parties.

IN WITNESS WHEREOF the parties have hereto caused this  
instrument to be signed, sealed and delivered as of the day  
and date first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

BY   
Its President  
Municipal Utilities Department  
City of Watertown

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

BY   
Its President

(CORPORATE SEAL)

ADDENDUM TO AGREEMENT REGARDING  
ASSIGNED SERVICE AREA

This Addendum is made this 27 day of July, 1998, to the  
AGREEMENT TO MODIFY ASSIGNED SERVICE AREA BETWEEN CODINGTON-CLARK  
ELECTRIC COOPERATIVE, INC., AND CITY OF WATERTOWN, SOUTH DAKOTA  
dated December 3, 1993,

WITNESSETH:

WHEREAS, Codington Clark Electric Cooperative, Inc., and the  
City of Watertown, South Dakota, on December 3, 1993, entered into  
an agreement to modify assigned service area, and

WHEREAS, said agreement provided that the term thereof shall  
be perpetual, and

WHEREAS, said agreement provided that the parties could  
modify the same by mutual consent,

NOW, THEREFORE,

IN CONSIDERATION the mutual covenants herein contained, it is  
agreed that the said agreement to modify assigned service area is  
amended by providing that the term thereof shall expire after July  
23, 2001.

In all other respects the terms of the said agreement dated  
December 3, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this  
instrument to be executed the day and year first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

By: [Signature]  
Its President

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

(CORPORATE SEAL)

By: [Signature]  
Its President

ADDENDUM TO AGREEMENT REGARDING  
ASSIGNED SERVICE AREA

This Addendum is made this 21 day of June, 2001, to the  
AGREEMENT TO MODIFY ASSIGNED SERVICE AREA BETWEEN CODINGTON-CLARK  
ELECTRIC COOPERATIVE, INC., AND CITY OF WATERTOWN, SOUTH DAKOTA  
dated December 3, 1993,

WITNESSETH:

WHEREAS, Codington Clark Electric Cooperative, Inc., and the  
City of Watertown, South Dakota, on December 3, 1993, entered into  
an agreement to modify assigned service area, and

WHEREAS, said agreement provided that the parties could  
modify the same by mutual consent, and

WHEREAS the parties amended the said agreement by Addendum  
dated July 27, 1998, said Addendum modifying the term of the  
agreement, and

WHEREAS the parties wish to extend the term of the said  
agreement,

NOW, THEREFORE,

IN CONSIDERATION the mutual covenants herein contained, it is  
agreed that the said agreement to modify assigned service area is  
amended by providing that the term thereof is extended  
through and shall expire after July 23, 2004.

In all other respects the terms of the said agreement dated  
December 3, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this  
instrument to be executed the day and year first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

By: *Dan Selby*  
Its President

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

(CORPORATE SEAL)

By: *Jerry Wicks*  
Its President



ADDENDUM TO AGREEMENT REGARDING  
ASSIGNED SERVICE AREA

This Addendum is made this 24th day of June, 2004, to the  
AGREEMENT TO MODIFY ASSIGNED SERVICE AREA BETWEEN CODINGTON-CLARK  
ELECTRIC COOPERATIVE, INC., AND CITY OF WATERTOWN, SOUTH DAKOTA  
dated December 3, 1993,

WITNESSETH:

WHEREAS, Codington Clark Electric Cooperative, Inc., and the  
City of Watertown, South Dakota, on December 3, 1993, entered into  
an agreement to modify assigned service area, and

WHEREAS, said agreement provided that the parties could  
modify the same by mutual consent, and

WHEREAS the parties amended the said agreement by Addendum  
dated July 27, 1998, and Addendum dated June 21, 2001, and

WHEREAS the parties wish to extend the term of the said  
agreement,

NOW, THEREFORE,

IN CONSIDERATION the mutual covenants herein contained, it is  
agreed that the said agreement to modify assigned service area is  
amended by providing that the term thereof is extended through and  
shall expire after July 23, 2007.

In all other respects the terms of the said agreement dated  
December 3, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this  
instrument to be executed the day and year first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

By: HC Hopper  
Its President

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

By: Vernon L. Lamb  
Its President



PLAINTIFF'S  
EXHIBIT  
F

ADDENDUM TO AGREEMENT REGARDING  
ASSIGNED SERVICE AREA

This Addendum is made this 30th day of July, 2007, to the AGREEMENT TO MODIFY ASSIGNED SERVICE AREA BETWEEN CODINGTON-CLARK ELECTRIC COOPERATIVE, INC., AND CITY OF WATERTOWN, SOUTH DAKOTA dated December 3, 1993,

WITNESSETH:

WHEREAS, Codington Clark Electric Cooperative, Inc., and the City of Watertown, South Dakota, on December 3, 1993, entered into an agreement to modify assigned service area, and

WHEREAS, said agreement provided that the parties could modify the same by mutual consent, and

WHEREAS the parties amended the said agreement by Addendum dated July 27, 1998, and Addendum dated June 21, 2001, and Addendum dated June 24, 2004, and

WHEREAS the parties wish to extend the term of the said agreement,

NOW, THEREFORE,

IN CONSIDERATION the mutual covenants herein contained, it is agreed that the said agreement to modify assigned service area is amended by providing that the term thereof is extended through and shall expire after August 1, 2022.

In all other respects the terms of the said agreement dated December 3, 1993, shall remain in full force and effect.


IN WITNESS WHEREOF the parties hereto have caused this





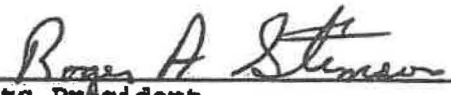
instrument to be executed the day and year first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

By:   
its President, David R Strait

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

(CORPORATE SEAL)

By:   
its President

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

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IN THE MATTER OF THE FILING BY \*  
CODINGTON-CLARK ELECTRIC \* PETITION FOR APPROVAL  
COOPERATIVE, INC., AND THE CITY OF \* OF ADDENDUM TO  
WATERTOWN, SOUTH DAKOTA, FOR \* AGREEMENT REGARDING  
APPROVAL OF AGREEMENT TO MODIFY \* ASSIGNED SERVICE AREA  
ASSIGNED SERVICE AREA \*  
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Codington-Clark Electric Cooperative, Inc. states to the  
Commission and moves the Commission as follows:

1. On August 5, 1998, the Commission entered its Order  
Approving Changes in Service Area, docket number EL98-017, which  
approved an Agreement between Codington-Clark Electric  
Cooperative, Inc. and the City of Watertown regarding their  
assigned service area. The Commission conditioned its approval on  
the amendment of the Agreement to provide for the expiration of  
the Agreement on July 23, 2001. The parties previously entered  
into Addendums to that Agreement for the purpose of renewing the  
Agreement until July 23, 2007, and the Commission has entered  
orders approving each Addendum.

2. The parties have entered into a new Addendum to Agreement  
Regarding Assigned Service Area dated July 30, 2007, providing for  
the extension of the Agreement to August 1, 2022, which Addendum  
is filed herewith.

3. Petitioner requests approval of the Addendum.

4. This matter is governed by SDCL 49-34A-55.

WHEREFORE, Petitioner, Codington-Clark Electric Cooperative,  
Inc., petitions the Commission for its approval of the Addendum to



Agreement Regarding Assigned Service Area dated July 30, 2007.

Dated this 2nd day of August, 2007.

BURNS LAW OFFICE

BY 

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Thomas F. Burns  
Attorney for Petitioner  
P.O. Box 903 - 16 E. Kemp  
Watertown, South Dakota 57201  
605-886-5885

**ADDENDUM TO AGREEMENT REGARDING  
ASSIGNED SERVICE AREA**

This Addendum is made this 20 day of September, 2007,  
to the AGREEMENT TO MODIFY ASSIGNED SERVICE AREA BETWEEN  
CODINGTON-CLARK ELECTRIC COOPERATIVE, INC., AND CITY OF WATERTOWN,  
SOUTH DAKOTA dated December 3, 1993,

**WITNESSETH:**

WHEREAS, Codington Clark Electric Cooperative, Inc., and the  
City of Watertown, South Dakota, on December 3, 1993, entered into  
an agreement to modify assigned service area, and

WHEREAS, said agreement provided that the parties could  
modify the same by mutual consent, and

WHEREAS the parties amended the said agreement by Addendum  
dated July 27, 1998, and Addendum dated June 21, 2001, and  
Addendum dated June 24, 2004, and

WHEREAS the parties wish to extend the term of the said  
agreement,

NOW, THEREFORE,

IN CONSIDERATION the mutual covenants herein contained, it is  
agreed that the said agreement to modify assigned service area is  
amended by providing that the term thereof shall be perpetual.

The parties agree to submit this Addendum to the South Dakota  
Public Utilities Commission for its approval. If the Commission  
grants approval for the extension of the term to a period less  
than perpetual, then the term of this agreement shall be the  
period so approved by the Commission.



In all other respects the terms of the said agreement dated December 3, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF WATERTOWN, SOUTH DAKOTA  
(Municipal Utilities Department)

By:   
Its President

CODINGTON-CLARK ELECTRIC  
COOPERATIVE, INC.

(CORPORATE SEAL)

By:   
Its President