

STATE OF SOUTH DAKOTA
COUNTY OF CODINGTON

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

CODINGTON-CLARK
ELECTRIC COOPERATIVE, INC.
Plaintiff,
v.
CITY OF WATERTOWN,
SOUTH DAKOTA, MUNICIPAL
UTILITY DEPARTMENT and
THE SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION,
Defendants.

ANSWER TO AMENDED
COMPLAINT

14CIV25-100

Defendant South Dakota Public Utilities Commission (Commission), by and through its attorney of record Kristen N. Edwards, answers Plaintiff's Amended Complaint.

ANSWER

The Commission specifically denies each and every allegation in the Amended Complaint except for those specifically admitted below.

1. The Commission admits the allegations in paragraph 1.
2. The Commission admits the allegation of paragraph 2 to the extent that the allegation fails to qualify the term "public utility", which has different meanings throughout SDCL Title 49. The Commission admits to the extent that the allegation refers to a public utility for the purposes of applying the laws of electric service territories pursuant to SDCL Chapter 49-34A.
3. The Commission admits the allegations in paragraph 3.
4. The Commission admits to paragraph 4. The Commission is an agency of the State of South Dakota pursuant to SDCL Title 49.
5. The Commission admits the allegations in paragraph 5 as to the assertion that the Commission is an interested party. The Commission denies the allegations as to the assertion that the Commission regulates the other parties, except to the extent that the Commission has limited regulatory authority as it relates to the matters relevant to this proceeding.
6. The Commission admits the allegations in paragraph 6.

7. The Commission admits the allegations in paragraph 7.
8. The Commission admits the allegations in paragraph 8 as to the assertion that an agreement exists between the City of Watertown, South Dakota (Watertown) and Plaintiff, but denies as to the Commission. The Commission was not a party to the agreement.
9. The Commission admits the allegations in paragraph 9.
10. The Commission admits the allegations in paragraph 10.
11. The Commission admits the allegations in paragraph 11.
12. The Commission admits the allegations in paragraph 12.
13. The Commission admits the allegations in paragraph 13 only as to Plaintiff and Defendant Watertown but denies as to Defendant Commission. The Commission was not a party to or signatory of that Addendum, rather the Commission was the approving entity.
14. The Commission admits the allegations in paragraph 14.
15. The Commission admits the allegations in paragraph 15 as to Plaintiff and Defendant Watertown but denies as to Defendant Commission. The Commission was not a party to or signatory of that Addendum, rather the Commission was the approving entity.
16. The Commission admits the allegations in paragraph 16.
17. The Commission admits the allegations in paragraph 17 as to Plaintiff and Defendant Watertown but denies as to Defendant Commission. The Commission was not a party to or signatory of that Addendum, rather the Commission was the approving entity.
18. The Commission admits the allegations in paragraph 18.
19. The Commission admits the allegations in paragraph 19 as to Plaintiff and Defendant Watertown but denies as to Defendant Commission. The Commission was not a party to or signatory of that Addendum, rather the Commission was the approving entity.
20. The Commission denies the allegation in paragraph 20 that the July 30, 2007 Addendum caused the Agreement to expire. The Commission asserts that because the July 30, 2007 Addendum was never approved, it never took effect. The Commission admits the allegations in paragraph 20 to the extent that had the

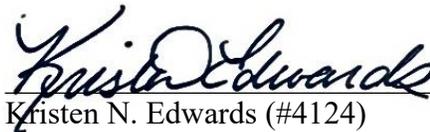
Addendum been approved, it would have caused the agreement to expire on August 1, 2022, as alleged in the Amended Complaint.

21. The Commission admits the allegations in paragraph 21.
22. The Commission admits the allegations in paragraph 22.
23. The Commission denies that it requested the parties to modify the Addendum as alleged in paragraph 23. To the extent any suggestion was made by Staff of the South Dakota Public Utilities Commission, rather than the Commission itself, the Commission lacks sufficient knowledge to admit or deny the allegations.
24. The Commission denies the allegation in paragraph 24 that the Commission requested the parties to modify the Addendum as alleged in paragraph 23. To the extent any suggestion was made by Staff of the South Dakota Public Utilities Commission, rather than the Commission itself, the Commission lacks sufficient knowledge to admit or deny the allegation. Accordingly, the Commission denies that the revised Addendum was based upon the request from the Commission as alleged in paragraph 24. The Commission admits that Exhibit H attached to the Amended Complaint is the September 20, 2007 Addendum.
25. The Commission admits the allegations in paragraph 25.
26. The Commission denies the allegations in paragraph 26.
27. The Commission denies the allegation in paragraph 27 to the extent it alleges that the Commission made the request. The Commission lacks sufficient knowledge to admit or deny the allegation that no consideration was given.
28. The Commission admits the allegations in paragraph 28 except as to the intent of the parties. The Commission lacks sufficient knowledge to admit or deny as to other parties' intent.
29. The Commission denies the allegations in paragraph 29.
30. The Commission denies the claims in paragraph 30 as to Defendant Commission but lacks sufficient knowledge to admit or deny as to any requests made between Plaintiff and Defendant Watertown.
31. The Commission denies the allegation in paragraph 31 to the extent that it applies to the Commission but lacks sufficient knowledge to admit or deny as to the other parties.
32. The Commission admits the allegations in paragraph 32.
33. Paragraph 33 sets forth legal conclusions to which no response is required.

DEFENSES

1. The Amended Complaint is barred, in whole or in part, by the doctrine of waiver or estoppel.
2. The Amended Complaint is barred, in whole or in part, by consent.
3. The Amended Complaint is barred, in whole or in part by ratification.
4. The Amended Complaint is barred, in whole or in part, by the doctrine of laches.

Dated this 12th day of March 2026.



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