



**STEELE & STEELE, P.C.**

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Susan N. Steele, Lawyer  
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**RECEIVED**

MAR 04 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

March 3, 2003

Karen Cremer  
Public Utilities Commission  
500 E. Capitol  
Pierre, SD 57501

Re: Request For Approval Of Service Territory Designations

Dear Karen:

Please find enclosed an original Agreement To Provide Electric Service which was signed by Lee Greenwold, Mayor of Plankinton on the 3<sup>rd</sup> day of December 2002, and which was signed by Duane Wolbrink, President of Central Electric Cooperative on the 17<sup>th</sup> day of February, 2003.

As we discussed earlier, the City of Plankinton has annexed land located on its southeast boundary for the purpose of building the new Plankinton School and also having an area for residential development. The land annexed is in the service territory of Central Electric, however, the parties have reached an agreement whereby Central Electric will serve the new school and the City will serve the balance of the annexed area.

The enclosed agreement includes language at Paragraph 9 on Page 2 stating that this agreement shall constitute an application or petition for the purpose of submission to the South Dakota Public Utilities Commission for approval of the service territories as mutually agreed to by the City and Central Electric.

Please advise as to any additional formal steps, if any, which must be taken regarding the process for approval of the requested

designations. Please feel free to call either Don Petersen, attorney for Central Electric, or myself, as attorney for the City of Plankinton, regarding this matter. Thank you for your assistance and cooperation.

Sincerely,

STEELE & STEELE, P.C.

A handwritten signature in cursive script that reads "Susan N. Steele".

Susan N. Steele

SNS:md

Cc: Don Petersen

RECEIVED

MAR 04 2003

AGREEMENT TO PROVIDE ELECTRIC SERVICE

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

THIS AGREEMENT is made and entered into by and between the City of Plankinton, a municipal corporation, hereinafter referred to as "City", and Central Electric Cooperative, Inc., a rural electric cooperative, hereinafter referred to as "REC", as follows:

WITNESSETH:

WHEREAS, the City annexed certain real property by Resolution of Annexation which was adopted by the Plankinton City Council on November 5<sup>th</sup>, 2001; and

WHEREAS, the real property annexed by the City is included in the service area of REC; and

WHEREAS, the City provided Notice to REC of its intent to purchase the electric utility properties and service rights to a portion of said annexed property in compliance with SDCL 49-34A-49, a copy of which Notice is attached hereto as Exhibit A and by this reference is incorporated herein; and

WHEREAS, informal communications have taken place between the parties regarding the desire of each party to provide electric service to a portion of the annexed property; and

WHEREAS, the City and the REC believe that it is in the best interests of both parties and the public interest that electric service to the annexed area be divided and that a portion be served by each of the parties hereto as set forth below

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. The real property annexed by the City, which is the subject of this Agreement, was platted by the engineering firm of Schmucker, Paul, Nohr and Associates, which Plat map is recorded with the Aurora County Register of Deeds in Book 5 of Plats, Page 125, on October 18, 2002 at 11:30 a.m. as Document #731.
2. A copy of the map portion of the Plat map referred to in the previous paragraph is attached hereto as Exhibit B and by this reference is incorporated herein.
3. The REC agrees that it shall provide electric service to the portion of the annexed real estate which is shown as Block 2 on Exhibit B, including any adjacent rights-of-way.
4. The City agrees that the REC provide electric service to Block 2 as shown on Exhibit B, including any adjacent rights-of-way.

5. The City agrees that it shall provide electric service to Block 1, Block 3, Block 4, and Outlot A as shown on Exhibit B, including adjacent rights of way.

6. The REC agrees that the City provide electric service to Block 1, Block 3, Block 4, and Outlot A as shown on Exhibit B, including adjacent rights-of-way.

7. The City agrees to purchase the electric distribution properties, if any, together with the REC's right to serve Block 1, Block 3, Block 4, and Outlot A as shown on Exhibit B, including adjacent rights of way, in accordance with SDCL 49-34A-50. Specifically, the City agrees to pay to REC cash consideration consisting of the present-day reproduction cost, new, of any facilities being acquired, less depreciation computed on a straight-line basis; plus an amount equal to the cost on a nonbetterment basis of constructing any facilities necessary to reintegrate the system of the utility outside the annexed area after detaching the portion to be sold.

Additionally, the City agrees, as compensation for service rights, to pay an annual amount equal to the sum of twenty-five percent of the gross revenues received from power sales to consumers of electric power within the annexed area to be served by the City to the REC, for a term of seven years, commencing on the 3<sup>rd</sup> day of December, 2002. Both parties agree that the gross revenues shall be determined by applying the rates in effect by the REC as of the date of the purchase, December 3, 2002, for like service, which rates are set forth on Exhibit C which is attached hereto and by this reference incorporated herein.


8. The City and the REC understand and agree that the new Plankinton Public School is located on Block 2 of the subject property and that the REC shall provide electric service to the School.

9. The City and the REC understand and agree that this AGREEMENT shall constitute an application or petition regarding their mutual agreements and that it be submitted to the South Dakota Public Utilities Commission for approval. The parties specifically request that the South Dakota public Utilities Commission approve the service territory designations set forth herein.

10. The City and the REC each agree to contribute to a neighborly and harmonious working relationship in providing electric service to adjacent properties within the Plankinton City limits.

Dated this 3rd day of December, 2002.

CITY OF PLANKINTON

  
By: Leroy Greenwold  
Its: Mayor

ATTEST:

Rosalie Brink

Finance Officer  
City of Plankinton

Dated this 17 day of Feb, 2007.

CENTRAL ELECTRIC COOPERATIVE, INC.

By: Duane Wolbrink  
Its: President

ATTEST:

Ron Utecht

Secretary

(SEAL)

NOTICE OF INTENT TO PURCHASE ELECTRIC SERVICE RIGHTS

The City of Plankinton, a municipal corporation, hereby provides notice to Central Electric Cooperative, Inc., a rural electric cooperative, of its intent to purchase electric utility properties and service rights pursuant to SDCL 49-34A-49 et seq.

Specifically, the City of Plankinton annexed certain real property by Resolution of Annexation which was adopted by the Plankinton City Council at its regularly scheduled meeting on the 5<sup>th</sup> day of November, 2001. A copy of said Resolution of Annexation is attached hereto as Exhibit A and is incorporated herein by this reference.

A Plat map of the annexed property has been prepared by the engineering firm of Schmucker, Paul, Nohr and Associates, which Plat shall be recorded with the Aurora County Register of Deeds and the recording information shall be included herein when available: Book \_\_\_\_\_ of Plats at page \_\_\_\_\_. A copy of the Plat map is attached hereto as Exhibit B and is incorporated herein by this reference. The Plat title of Exhibit B is as follows:

A PLAT OF BLOCK 1, BLOCK 2, LOTS 1,2,3,4 AND 5 OF BLOCK 3, LOTS 1,2 AND 3 OF BLOCK 4 OF EAST MEADOW FIRST ADDITION, VINE STREET, PENNINGTON STREET, GRACE STREET AND OUTLOT A. ALL BEING A SUBDIVISION OF THAT PORTION OF THE NW 1/4 OF SECTION 23 AND THE NE 1/4 OF SECTION 23 LYING SOUTH OF THE RIGHT-OF-WAY OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, NOW THE DIVISION OF RAILROADS FOR THE STATE OF SOUTH DAKOTA, LYING NORTH OF LOT H1 - OLD HIGHWAY NO. 16, LESS LOT H1 IN THE NE 1/4 OF SECTION 23 AND LOT H1 IN THE NW 1/4 OF SECTION 23, ALL IN T 103 N, R 64 W OF THE 5<sup>TH</sup> P.M., CITY OF PLANKINTON, AURORA COUNTY, SOUTH DAKOTA.

The City of Plankinton hereby offers to purchase the electric utility properties and service rights to the property shown on the Plat map attached as Exhibit B, including Block 1, Block 3, Block 4, and Outlot A, as well the property dedicated to streets, except, however, the City of Plankinton does not offer to purchase the utility properties and service rights shown on the Plat map as Block 2. Block 2 contains the new Plankinton Public School and the City of Plankinton understands that it is the desire of Central Electric that it provide electric service to the school.

The City of Plankinton provides this notice to Central Electric Cooperative, Inc. within one year following annexation in compliance with SDCL 49-34A-50.

The City of Plankinton further offers to purchase the electric utility properties and service rights to the property shown on the Plat map attached as Exhibit B, except Block 2 thereof, according to the terms and conditions set forth in SDCL 49-34A-50, unless the parties mutually agree to alternate terms and conditions.

The City of Plankinton anticipates entering a written agreement with Central Electric Cooperative, Inc. regarding this matter, however, serves this notice to meet statutory requirements. The City of Plankinton looks forward to a neighborly and harmonious working relationship with Central Electric Cooperative regarding providing electric service to adjacent properties within the boundaries of the City of Plankinton.

Dated this 17th day of October, 2002.

CITY OF PLANKINTON

Leroy Greenwald  
By: Leroy Greenwald

Its: Mayor

ATTEST:

Rosalie Dink  
Finance Officer

Exhibit A

SCALE: 1" = 3000'

**LEGEND**

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ⊠ = SET NAIL

PREPARED BY: PAUL J. REILAND, R.L.S.  
 620 NORTH LAWLER - P.O. BOX 398  
 MITCHELL, SOUTH DAKOTA 57301  
 PHONE: (605) 996-7761

BEARINGS ARE BASED ON GPS OBSERVATIONS

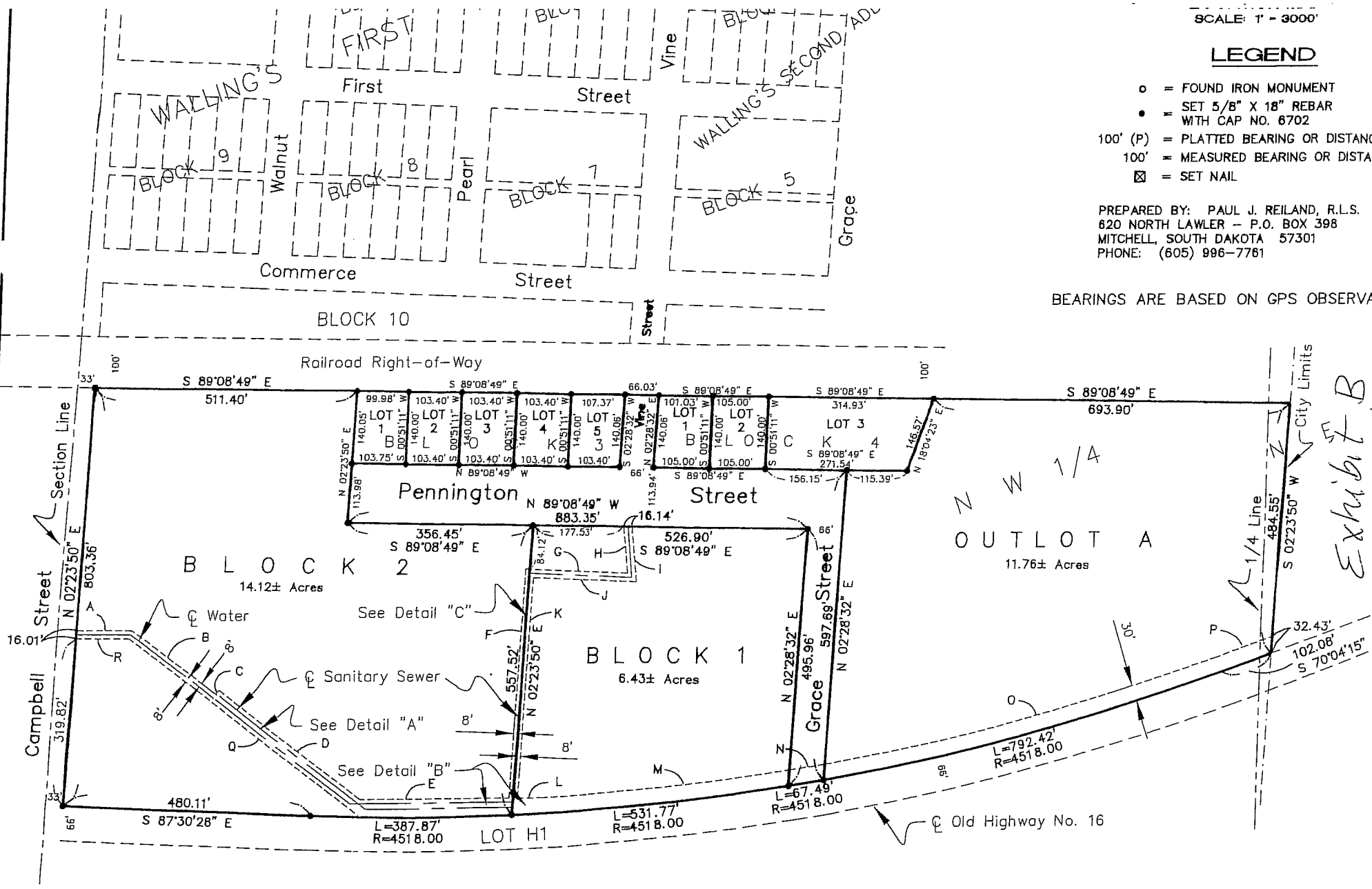


Exhibit B



CENTRAL ELECTRIC COOPERATIVE, INC.

POLICY 800

GENERAL SERVICE – SINGLE PHASE

I. Type of Service

- A. Single phase service at available secondary voltages.

II. Availability

- A. Available to consumers that have single phase farm, residential, seasonal and commercial services for all uses up to 50 KVA of installed transformer capacity.

III. Rate

A. Facility Charge

- 1) \$12.00 per month
- 2) The facility charge may be increased for added investment.

B. Energy Charges per month

- 1) First 600 kwh @ \$.099
- 2) Next 600 kwh @ \$.086
- 3) Over 1200 kwh @ .054

C. Minimum Charge

- 1) The monthly minimum charge shall be \$12.00 plus \$1.00 for each KVA of installed transformer capacity over 5 KVA
- 2) The monthly minimum may be increased for added investment.

The Board of Directors adopted this policy on April 17, 2000

Effective on May 1, 2000

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Secretary

*Exhibit C*

CENTRAL ELECTRIC COOPERATIVE, INC.

POLICY 801

GENERAL SERVICE – THREE PHASE

- I. Type of Service
  - A. Three phase service at available secondary voltages.
  
- II. Availability
  - A. Available to consumers that have three phase farm, residential, seasonal and commercial services for all uses up to 50 KVA of installed transformer capacity.
  
- III. Rate
  - A. Facility Charge
    - 1) \$36.00 per month
    - 2) The facility charge may be increased for added investment.
  - B. Energy Charges per month
    - 1) First 600 kwh @ \$.099
    - 2) Next 600 kwh @ \$.086
    - 3) Over 1200 kwh @ .054
  - C. Minimum Charge
    - 1) The monthly minimum charge shall be \$36.00 plus \$1.00 for each KVA of installed transformer capacity over 5 KVA
    - 2) The monthly minimum may be increased for added investment.

The Board of Directors adopted this policy on April 17, 2000

Effective on May 1, 2000

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Secretary

*Exhibit C*

CENTRAL ELECTRIC COOPERATIVE, INC.

POLICY 840

SMALL COMMERCIAL – SINGLE PHASE DEMAND 50 – 250 KVA

I. Type of Service

- A. Single phase service at available secondary voltages.

II. Availability

- A. Available to consumers that have single phase farm, residential, seasonal and commercial services for all uses from 50 – 250 KVA of installed transformer capacity.

III. Special Conditions

A. Demand

- 1) The demand shall be the maximum kw demand established for any fifteen-minute interval during the month for which the bill is rendered.

IV. Rate

A. Facility Charge

- 1) \$12.00 per month  
2) The facility charge may be increased for added investment.

B. Energy Charges per month

- 1) First 100 kwh per kw demand @ \$.059  
2) Excess kwh @ \$.032

C. Demand Charges per month

- 1) All kw demand @ \$9.50 per kw

D. Minimum Charge

- 1) The monthly minimum charge shall be \$12.00 plus \$1.00 for each KVA of installed transformer capacity over 5 KVA  
2) The monthly minimum may be increased for added investment.

The Board of Directors adopted this policy on June 19, 2000

Effective on July 1, 2000

Secretary

*Exhibit C*

CENTRAL ELECTRIC COOPERATIVE, INC.

POLICY 843

SMALL COMMERCIAL – THREE PHASE DEMAND 50 – 250 KVA

I. Type of Service

- A. Three phase service at available secondary voltages.

II. Availability

- A. Available to consumers that have three phase farm, residential, seasonal and commercial services for all uses from 50 – 250 KVA of installed transformer capacity.

III. Special Conditions

A. Demand

- 1) The demand shall be the maximum kw demand established for any fifteen-minute interval during the month for which the bill is rendered.

IV. Rate

A. Facility Charge

- 1) \$36.00 per month  
2) The facility charge may be increased for added investment.

B. Energy Charges per month

- 1) First 100 kwh per kw demand @ \$.059  
2) Excess kwh @ \$.032

C. Demand Charges per month

- 1) All kw demand @ \$9.50 per kw

D. Minimum Charge

- 1) The monthly minimum charge shall be \$36.00 plus \$1.00 for each KVA of installed transformer capacity over 5 KVA  
2) The monthly minimum may be increased for added investment.

The Board of Directors adopted this policy on June 19, 2000

Effective on July 1, 2000

---

Secretary

*Exhibit C*

CENTRAL ELECTRIC COOPERATIVE, INC.

POLICY 860

LARGE COMMERCIAL – THREE PHASE DEMAND OVER 250 KVA

I. Type of Service

- A. Three phase service at available secondary voltages.

II. Availability

- A. Available to consumers that have commercial services for all uses over 250 KVA of installed transformer capacity.

III. Special Conditions

A. Demand

- 1) The demand shall be the maximum kw demand established for any fifteen-minute interval during the month for which the bill is rendered.

IV. Rate

A. Facility Charge

- 1) \$36.00 per month
- 2) The facility charge may be increased for added investment.

B. Energy Charges per month

- 1) All kwh's @ \$.036

C. Demand Charges per month

- 1) All kw demand @ \$12.50 per kw

D. Minimum Charge

- 1) The monthly minimum charge shall be \$36.00 plus \$1.00 for each KVA of installed transformer capacity over 5 KVA
- 2) The monthly minimum may be increased for added investment.

The Board of Directors adopted this policy on June 19, 2000

Effective on July 1, 2000

---

Secretary

*Exhibit C*

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of February 27, 2003 through March 5, 2003

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: 605-773-3705

**ELECTRIC**

**EL03-006      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Egan.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Egan. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-007      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Nunda.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Nunda. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-008      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Hayti.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Hayti. The current municipal contract providing electrical service expires April 10, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-009      In the Matter of the Joint Request for an Electric Service Rights Exception between the City of Plankinton and Central Electric Cooperative, Inc.**

On March 4, 2003, the Public Utilities Commission received a joint request for approval of service territory designations from the City of Plankinton and Central Electric Cooperative. The City of

Plankinton has annexed land located on its southeast boundary for the purpose of building a new school with residential development. The land annexed is in the service territory of Central Electric. The parties have reached an agreement whereby Central Electric will serve the new school and the City will serve the balance of the annexed area.

Staff Analyst: Michele M. Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 03/04/03  
Intervention Deadline: 03/21/03

## TELECOMMUNICATIONS

**TC03-054 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.**

On February 28, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C. According to the parties, this filing is an amendment to the original agreement approved by the Commission on February 11, 2000, in Docket TC99-123. The Amendment is made in order to add terms and conditions for the Single Point of Presence in the LATA, as set forth in Attachment 1 and Exhibit A and for Inter Local Calling Area as set forth in Attachment 2, attached to the Amendment. 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 20, 2003. 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: 02/28/03  
Initial Comments Due: 03/20/03

**TC03-055 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between WWC License L.L.C. and Midcontinent Communications, Inc.**

On March 3, 2003, the Commission received a Reciprocal Transport and Termination Agreement between Midcontinent Communications and Western Wireless for approval. According to the filing, the Agreement is made to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the Telecommunications Act of 1996, and is intended to supersede any previous arrangements between the parties relating to such traffic. 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 24, 2003. 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: 03/03/03  
Initial Comments Due: 03/24/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

# STEELE & STEELE, P.C.

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P.O. Box 577

Plankinton, South Dakota 57368-0577

John R. Steele, Lawyer  
Susan N. Steele, Lawyer  
Lola Mae Cranny, Legal Assistant & Office Manager

Telephone 605-942-7725  
Fax 605-942-7641

### TELECOPY TRANSMITTAL SHEET

TO: Kelly Frazer  
FAX NO. 605-773-3809  
FROM: Susan N. Steele

NUMBER OF PAGES (INCLUDING THIS COVER SHEET) - 3 -

DATE SENT 4/21/03 TIME \_\_\_\_\_

REMARKS: \_\_\_\_\_

Dear Kelly,  
Please receive the  
Supplemental Agreement which  
you will receive by fax at  
this same time.  
You are reviewing the  
Supplemental Agreement at the  
Central Electric Board Mtg.  
today and I will review  
it with the City Council on  
May 5, 2003.

Please give me a call.  
\*\*\*\*IMPORTANT NOTICE\*\*\*\*  
Thanks,  
Sue

This message is intended only for the use of the individual person or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Originals forwarded via:

- \_\_\_\_\_ First Class Mail
- \_\_\_\_\_ Federal Express
- \_\_\_\_\_ U.P.S.
- \_\_\_\_\_ Originals not forwarded
- \_\_\_\_\_ Other



## SUPPLEMENTAL AGREEMENT TO PROVIDE ELECTRIC SERVICE

THIS AGREEMENT is made and entered into by and between the City of Plankinton, a municipal corporation, hereinafter referred to as "City", and Central Electric Cooperative, Inc., a rural electric cooperative, hereinafter referred to as "REC", as follows:

WITNESSETH:

WHEREAS, the City and REC entered into an AGREEMENT TO PROVIDE ELECTRICAL SERVICE which was signed by the City on December 3, 2002 and which was signed by the REC on February 17, 2003; and

WHEREAS, said AGREEMENT TO PROVIDE ELECTRICAL SERVICE, including Exhibits A through C, was submitted to the Public Utilities Commission as an application or petition requesting approval of the service territories as mutually agreed to by the City and REC; and

WHEREAS, the Public Utilities Commission has requested certain clarifications regarding the agreements and understandings of the City and REC;

NOW, THEREFORE, the City and REC enter this Supplemental Agreement setting forth additional understandings and agreements for the purpose of fulfilling the requirements and requests of the Public Utilities Commission; as follows:

1. The City and REC engaged in certain verbal communications whereby the City expressed its interest in and willingness and intent to provide electric service to the entire area annexed to the south east boundary City of Plankinton, which area was included in the service area of REC.

2. City and REC agree that said communications constituted an offer to purchase as set forth in SDCL 49-34A-50 and that said communications took place within one year of the annexation.

3. Thereafter the City and REC reached agreement that it would be in the best interests of the public that the City provide electric service to the annexed area with the exception of Block 2 which contains the new Plankinton Public School and the parties agreed that it would be in the best interests of the public that REC provide electric service to the Block 2.

4. In the original AGREEMENT TO PROVIDE ELECTRIC SERVICE the City agreed, at paragraph 7, that REC would be compensated 25% of the gross revenues received from power sales to consumers of electric power within the annexed area, except Block 2, to be served by the City for a period of 7 years pursuant to SDCL 49-34A-50.

5. The REC agrees to reimburse the City 4% of the total gross revenue collected by REC from the sale of power delivered to structures and electric service outlets situated within the municipality, specifically Block 2 and its rights of way of the annexed area, pursuant to SDCL 49-34A-46.

6. The City and the REC understand and agree that this SUPPLEMENTAL AGREEMENT shall be submitted to the South Dakota Public Utilities Commission for consideration and as a supplemental to the original AGREEMENT TO PROVIDE ELECTRIC SERVICE. The parties specifically request that the South Dakota public Utilities Commission approve the service territory designations set forth in the original AGREEMENT TO PROVIDE ELECTRIC SERVICE.

7. The City and the REC each agree to contribute to a neighborly and harmonious working relationship in providing electric service to adjacent properties within the Plankinton City limits.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF PLANKINTON

\_\_\_\_\_  
By: Leroy Greenwold  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer  
City of Plankinton

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CENTRAL ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

## SUPPLEMENTAL AGREEMENT TO PROVIDE ELECTRIC SERVICE

THIS AGREEMENT is made and entered into by and between the City of Plankinton, a municipal corporation, hereinafter referred to as "City", and Central Electric Cooperative, Inc., a rural electric cooperative, hereinafter referred to as "REC", as follows:

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WHEREAS, the City and REC entered into an AGREEMENT TO PROVIDE ELECTRICAL SERVICE which was signed by the City on December 3, 2002 and which was signed by the REC on February 17, 2003; and

WHEREAS, said AGREEMENT TO PROVIDE ELECTRICAL SERVICE, including Exhibits A through C, was submitted to the Public Utilities Commission as an application or petition requesting approval of the service territories as mutually agreed to by the City and REC; and

WHEREAS, the Public Utilities Commission has requested certain clarifications regarding the agreements and understandings of the City and REC;

NOW, THEREFORE, the City and REC enter this Supplemental Agreement setting forth additional understandings and agreements for the purpose of fulfilling the requirements and requests of the Public Utilities Commission; as follows:

1. The City and REC engaged in certain verbal communications whereby the City expressed its interest in and willingness and intent to provide electric service to the entire area annexed to the south east boundary City of Plankinton, which area was included in the service area of REC.

2. City and REC agree that said communications constituted an offer to purchase as set forth in SDCL 49-34A-50 and that said communications took place within one year of the annexation.

3. Thereafter the City and REC reached agreement that it would be in the best interests of the public that the City provide electric serve the annexed area with the exception of Block 2 which contains the new Plankinton Public School and the parties agreed that it would be in the best interests of the public that REC provide electric service to the Block 2.

4. In the original AGREEMENT TO PROVIDE ELECTRIC SERVICE the City agreed, at paragraph 7, that REC would be compensated 25% of the gross revenues received from power sales to consumers of electric power within the annexed area, except Block 2, to be served by the City for a period of 7 years pursuant to SDCL 49-34A-50.

5. The REC agrees to reimburse the City 4% of the total gross revenue collected by REC from the sale of power delivered to structures and electric service outlets situated within the municipality, specifically Block 2 and its rights of way of the annexed area, pursuant to SDCL 49-34A-46.

6. The City and the REC understand and agree that this SUPPLEMENTAL AGREEMENT shall be submitted to the South Dakota Public Utilities Commission for consideration and as a supplemental to the original AGREEMENT TO PROVIDE ELECTRIC SERVICE. The parties specifically request that the South Dakota public Utilities Commission approve the service territory designations set forth in the original AGREEMENT TO PROVIDE ELECTRIC SERVICE.

7. The City and the REC each agree to contribute to a neighborly and harmonious working relationship in providing electric service to adjacent properties within the Plankinton City limits.

Dated this 5<sup>th</sup> day of May, 2003.

CITY OF PLANKINTON

Leroy Greenwold

By: Leroy Greenwold  
Its: Mayor

ATTEST:

Rosalie Brunk

Finance Officer  
City of Plankinton

Dated this 21 day of April, 2003.

CENTRAL ELECTRIC COOPERATIVE, INC.

By: Duane Wallbrink  
Its: President

ATTEST:

Ron U. Mehl

Secretary

(SEAL)



The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically, 49-34A-4, 49-34A-42, 49-34A-46, 49-34A-50 and 49-34A-55. Further, the Commission finds that the change in the service territory boundary due to annexation and the joint request for a service rights exception 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 Central Electric. The Commission therefore concludes that the change in the service territory due to annexation and the joint request for a service rights exception 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 Central Electric due to annexation is hereby granted. It is further

ORDERED, that the request seeking approval of the joint service rights exception is hereby granted.

Dated at Pierre, South Dakota, this 10<sup>th</sup> day of June, 2003.

<b>CERTIFICATE OF SERVICE</b>	
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>    Melaine Kolbo    </u>
Date:	<u>    6/12/03    </u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

    Robert K. Sahr      
ROBERT K. SAHR, Chairman

    Gary Hanson      
GARY HANSON, Commissioner

    James A. Burg      
JAMES A. BURG, Commissioner