

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED
MAR 05 2012
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This **AGREEMENT**, is made and entered into by Moreau-Grand Electric Cooperative, Inc. of 405 Ninth Street, Timber Lake, South Dakota 57565, hereinafter referred to as **Moreau Grand**, and McLaughlin Municipal Electric of PO Box 392, McLaughlin, South Dakota, 57642, hereinafter referred to as **McLaughlin**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein, and agree as follows:

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, and any changes to the assigned service territories of any electric utility are subject to approval of the SD PUC.
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 map/s (Exhibit B) accurately represent the service territories currently served by the Parties.
5. During the review process, a number of inaccuracies were discovered in the official mapping data maintained by the SD PUC, as compared the service territories actually served by the Parties. To resolve this discrepancy, a precise legal description and revised maps have been provided to reflect actual service territory boundaries. The following Exhibits A through C, incorporated here by reference, have been attached to this agreement for reference and modification of service territory designations.
 - i. Exhibit A – Legal description corresponding to territory actually served by the Parties, along with identification of all existing exceptions.
 - ii. Exhibit B – Map showing updated territory designations to accurately reflect territory actually served.
 - iii. Exhibit C – Map provided by the Parties to show precise metes and bounds territory boundary lines.

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 are to serve as 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.

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. The changes affected through this Agreement are made only to ensure mapping data conforms to service territory as it is currently served. The Parties agree to continued existence and validity of all service territory exceptions previously established according to state law. 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 approved 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 Amendment 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.

McLaughlin

By: *Arnold Schott*

Title: *Mayor*

Date: *March 1 2012*

Moreau Grand

By: *Melissa Maher*

Title: *Manager*

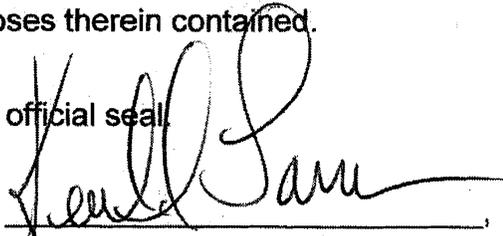
Date: *2-29-12*

ACKNOWLEDGMENT OF CORPORATION

STATE OF South Dakota)
)SS
COUNTY OF Dewey)

On this 29 day of February, 2012, before me, KENT LARSON,
the undersigned officer, Melissa Mether personally appeared,
who acknowledged himself/herself to be the Manager
of **Moreau-Grand Electric Cooperative, Inc.**, and that s/he, being authorized to do so,
executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

SEAL

My Commission Expires:

6-20-14

ACKNOWLEDGMENT OF CORPORATION

STATE OF South Dakota)
)SS
COUNTY OF Corson)

On this 1st day of March, 2012, before me, Della Hauck,
the undersigned officer, Arnold Schott personally appeared,
who acknowledged himself/herself to be the Mayor
of **McLaughlin Municipal Electric**, and that s/he, being authorized to do so, executed
the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Della Hauck
Notary Public

SEAL

My Commission Expires:
3-30-2015