

STATE OF SOUTH DAKOTA  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

In the Matter of the Petition for Electrical Service )  
by Dakota Access, LLC to have )  
NorthWestern Energy Assigned as its )  
Electric Provider in the Service Area of )  
Northern Electric Cooperative, Inc. )

Docket No. EL15-23  
**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into between Northern Electric Cooperative, Inc., 39456 133rd St, Bath, SD 57427, (Northern Electric), NorthWestern Corporation doing business as NorthWestern Energy, 3010 W. 69th St., Sioux Falls, SD 57108, (NorthWestern), and Dakota Access, LLC, 1300 Main St., 20<sup>th</sup> Floor, Houston, TX 77002, (Dakota Access) as follows:

1. Dakota Access filed a Petition for Electrical Service per SDCI 49-34A-56 with the South Dakota Public Utilities Commission in Docket EL15-023 (Petition). The Petition seeks approval of permanent electric service by NorthWestern to the Dakota Access pipeline pump station to be located in Spink County, South Dakota (Pump Station).
2. Northern Electric is the incumbent provider at the Pump Station location pursuant to the electric territory laws. Northern Electric intervened in the above captioned docket.
3. NorthWestern also intervened in the docket and participated in Staff discovery.
4. The parties agree, pursuant to the Petition and data requests exchanged between the parties and Commission Staff, that NorthWestern is authorized to serve the Pump Station as proposed and as built. Except as outlined in this paragraph, all parties reserve their rights under law in regard to electrical service rights for any new facility or service which may be developed in the future. Northern Electric specifically does not consent in this Agreement to the extension of service by NorthWestern to any customer, service, or facility at this location other than the proposed Dakota Access Pump Station. However, if the energy needs at the Pump Station increase, NorthWestern is authorized to serve the additional load.
5. The parties agree that, under the facts specifically applicable to the Pump Station, the interests of Dakota Access are best served by receiving service from NorthWestern, and the parties have thus entered into this Agreement. This Agreement is not intended by the parties to indicate consent to any other change in the service territories of NorthWestern or Northern Electric.

6. It is mutually agreed that this Agreement states the entire agreement between the parties, incorporating and superseding all prior written or oral agreements and negotiations between the parties. This Agreement is binding upon the successors and assigns of the parties.

7. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Each party acknowledges that it has been represented by counsel and agrees that this Agreement shall be construed without regard to any presumption for or against the party drafting this Agreement or any portion thereof.

Dated this 10<sup>th</sup> day of February, 2016.

NORTHERN ELECTRIC COOPERATIVE, INC.

BY: Charlene Hager  
Its: General Manager / CEO

Dated this \_\_\_\_\_ day of February, 2016.

NORTHWESTERN CORPORATION  
d/b/a NORTHWESTERN ENERGY

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated this \_\_\_\_\_ day of February, 2016.

DAKOTA ACCESS, LLC

BY: [Signature]  
Its: PRESIDENT

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21

6. It is mutually agreed that this Agreement states the entire agreement between the parties, incorporating and superseding all prior written or oral agreements and negotiations between the parties. This Agreement is binding upon the successors and assigns of the parties.

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Dated this 10<sup>th</sup> day of February, 2016.

NORTHERN ELECTRIC COOPERATIVE, INC.

BY: Charlene Hager  
Its: General Manager / CEO

Dated this 10<sup>th</sup> day of February, 2016.

NORTHWESTERN CORPORATION  
d/b/a NORTHWESTERN ENERGY

BY: Reed McKee  
Its: Director - T+D Bus Dev + Strategic Support

Dated this \_\_\_\_\_ day of February, 2016.

DAKOTA ACCESS, LLC

BY: \_\_\_\_\_  
Its: \_\_\_\_\_