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**JAN 02 2017**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

This **AGREEMENT**, is made and entered into by Pierre Electric Department of PO Box 1253, Pierre, SD 57501, hereinafter referred to as **Pierre**, and Fort Pierre Municipal Electric of PO Box 700, Fort Pierre, SD, 57532, hereinafter referred to as **Fort Pierre**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein contained, which include the following:

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.
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 maps (Exhibit B) accurately represent the service territories currently served by the Parties.
5. For purposes of this agreement, it is understood that any location receiving service from an electric utility within whose service territory that location is not located shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission pursuant to SDCL 49-34A-55.
6. 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. Further, the Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.
7. This Agreement shall be binding upon the Parties and their successors, assigns, agents and representatives.

8. 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.

9. This Agreement 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.

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**Pierre Electric Department**

By: Bruce Palmer

Title: Utilities Director

Date: 12/29/17

**Fort Pierre Municipal Electric**

By: Glenn Hanson

Title: Mayor

Date: 12/5/17

**PIERRE ELECTRIC DEPARTMENT**

ON this 29<sup>th</sup> day of December 2017, before me, the signing officer, personally appeared Brad Palmer, who acknowledged himself/herself to be the Utilities Director of Pierre Electric Department, and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Carol Valland  
Notary Public  
My Commission Expires: April 21, 2022

Carol Valland  
My Commission Expires  
April 21, 2022

SEAL

FORT PIERRE MUNICIPAL ELECTRIC

ON this 5 day of December 2017, before me, the signing officer, personally appeared Gloria Hanson, who acknowledged himself/herself to be the Mayor for Fort Pierre Municipal Electric; and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Kelly Tibbs

Notary Public

My Commission Expires: 5-2-2020

SEAL

