

PUBLIC UTILITIES COMMISSION  
OF  
THE STATE OF SOUTH DAKOTA

**CONSENT TO PETITION OF DAKOTA ENERGY COOPERATIVE, INC. OF HURON, SOUTH DAKOTA ("DAKOTA") and NORTHERN ELECTRIC COOPERATIVE, INC. OF BATH, SOUTH DAKOTA ("NORTHERN") FOR SERVICE RIGHTS EXCEPTION**

The undersigned has reviewed the petition of Dakota Energy Cooperative, Inc. and Northern Electric Cooperative, Inc. seeking authority from the South Dakota Public Utilities Commission regarding a service rights exception covering Lenny Peterson's new irrigation pump load center on my property, A 100' diameter of Latitude of 44.641735 minutes and Longitude of -98.278678 minutes in the S½ of the NW¼ of Section 34, Township 114 North, Range 62 West of the 5<sup>th</sup> P.M., Spink County, South Dakota and I have executed an easement with Dakota Energy Cooperative for such purposes. I have reviewed the agreement and the petition filed with the Public Utilities Commission between Dakota Energy Cooperative, Inc. and Northern Electric Cooperative, Inc. and consent to the terms and conditions of such agreement and petition as expressed therein. I further consent to have Lenny Peterson's irrigation pump load center be served by Dakota Energy Cooperative, Inc. instead of Northern Electric Cooperative, Inc. and request that the Public Utilities Commission grant the request for a service rights exception.

Dated this 6 day of July, 2022.

Tim Anderson  
TIM ANDERSON, Landowner  
39694 189<sup>th</sup> Street  
Hitchcock, South Dakota 57348

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The undersigned has reviewed the petition of Dakota Energy Cooperative, Inc. and Northern Electric Cooperative, Inc. seeking authority from the South Dakota Public Utilities Commission regarding a service rights exception covering my new irrigation pump load center. I have reviewed the agreement and the petition filed with the Public Utilities Commission between Dakota Energy Cooperative, Inc. and Northern Electric Cooperative, Inc. and consent to the terms and conditions of such agreement and petition as expressed therein. I further consent to being served by Dakota Energy Cooperative, Inc. instead of Northern Electric Cooperative, Inc. and request that the Public Utilities Commission grant the request for a service rights exception.

Dated this 30 day of JUNE, 2022.



LENNY PETERSON, Consumer/Customer  
19111 Maple Avenue  
Hitchcock, South Dakota 57348

JOINT SERVICE RIGHTS EXCEPTION AGREEMENT BETWEEN  
DAKOTA ENERGY COOPERATIVE. INC.  
and  
NORTHERN ELECTRIC COOPERATIVE. INC.

This Service Rights Exception Agreement ("Agreement") is made and entered into this 7<sup>th</sup> day of July, 2022, by and between Dakota Energy Cooperative, Inc. of Huron, South Dakota ("Dakota") and Northern Electric Cooperative, Inc. of Bath, South Dakota ("Northern").

**RECITALS**

- (A) Northern Electric has been granted exclusive rights to serve an area in Spink County, South Dakota described as:
- A 100' diameter of Latitude of 44.641735 minutes and Longitude of -98.278678 minutes in the S½ of the NW¼ of Section 34, Township 114 North, Range 62 West of the 5<sup>th</sup> P.M., Spink County, South Dakota.
- (B) In order for Northern to extend electrical service to the irrigation sites from its most proximate facilities would require construction of approximately 10,604 feet of line at a cost of \$137,852.00. Mr. Peterson would be required to pay Northern Electric \$95,436.00 in aid of construction. See map attached as Exhibit C.
- (C) Dakota Energy Cooperative, Inc. has facilities within 6,851 feet of the service location. The cost to Dakota Energy to construct the three-phase line is \$68,886.00. Mr. Peterson would be required to pay \$68,886.00 in aid of construction. See map attached as Exhibit C.

Based upon the foregoing recitations, the parties **NOW THEREFORE AGREE AS FOLLOWS:**

1. Scope of Agreement. The scope of this Agreement is limited to the following transaction:  
  
Dakota Energy will be permitted to install three-phase service to serve irrigation pump load center owned by Lenny Peterson at the following described location:  
  
A 100' diameter of Latitude of 44.641735 minutes and Longitude of -98.278678 minutes in the S½ of the NW¼ of Section 34, Township 114 North, Range 62 West of the 5<sup>th</sup> P.M., Spink County, South Dakota.  
  
From and after approval of this Agreement by the Public Utilities Commission, Dakota Energy will be granted the right to serve the above-described location, including any structures and facilities located thereon without any further restrictions or limitations.
2. Compensation. The Parties agree that no monetary compensation is owed to Northern Electric by Dakota Energy for this service rights exception agreement.
3. Lost Revenue. The Parties agree that no additional compensation will be owed by Dakota Energy to Northern Electric in the future for lost revenue related to the transaction described in Section 1 above.

4. Reservation of Rights. Except specifically set forth herein, this Agreement does not modify or limit the legal rights of any Party.
5. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement, and the South Dakota Public Utilities Commission's ("Commission") approval of this Agreement, does not represent any binding or legal precedent on any party in any other matter.
6. Request for Commission Approval of the Agreement. Coinciding with execution of this Agreement by all Parties, Dakota Energy has prepared and filed a Joint Filing to the Commission by the Parties to approve this Agreement.
7. Miscellaneous.
  - a. Entire Agreement and Modification. The Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the transactions described in Section 1 above. All previous communications, or agreements, between the parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification of waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by duly appointed representatives of all Parties, and then any such amendment modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
  - b. Assignment. None of the Parties shall assign, or sublet, this Agreement, voluntarily, involuntarily or by operation of law, without the prior written consent of the other.
  - c. Severability. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and extent permitted by law and with the purpose to achieve the fundamental intent of the parties.
  - d. Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota and excluding any choice of law or rules that may direct the application of laws or another jurisdiction.
  - e. Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.

- f. Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission.
  - g. Effective Date. The effective date of this Agreement is the date upon which the Agreement has been approved by the Commission.
  - h. Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt
1. Counterparts and Electronic Signatures. This document may be executed in any number of counterparts (which may be delivered by use of a facsimile machine or an e-mail which attaches a portable document format (.pdf) document). all of which when taken together shall constitute one and the same instrument and any of the Parties hereto may execute this document by signing any such counterpart. Signature pages, originals, copies or .pdf may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written and the parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate and intentions expressed hereby.

SIGNATURE PAGES TO FOLLOW  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





