

EL97-003

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EL97-003

DOCKET NO.

In the Matter of IN THE MATTER OF THE FILING BY
SIOUX VALLEY-SOUTHWESTERN
ELECTRIC COOPERATIVE, INC. FOR
APPROVAL OF AN AGREEMENT FOR
SALE OF PROPERTY AND TRANSFER
OF SERVICE TERRITORY BETWEEN
H-D ELECTRIC COOPERATIVE, INC.
AND SIOUX VALLEY-SOUTHWESTERN
ELECTRIC COOPERATIVE, INC.

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

2/20/97 Filed a-b Rockett,
7/2/97 Order approving agreement for sale of property and transfer
7/2/97 Rockett Closed



**SIOUX VALLEY
SOUTHWESTERN
ELECTRIC**

P.O. Box 216 • Colman, South Dakota 57017-0216

Phone: 605-534-3535
Toll-Free: 1-800-234-1960
Fax: 605-534-3522

EL 97-003

February 17, 1997

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RECEIVED

FEB 20 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Dear Mr. Bullard:

Enclosed for filing please find a copy of an executed "Agreement for Sale of Property and Transfer of Service Territory" between H-D Electric Cooperative and Sioux Valley-Southwestern Electric Cooperative.

This agreement between the two parties seeks a transfer of service territory. Sioux Valley-Southwestern identified four miles of single phase line that were in need of major pole replacement and maintenance. H-D has a three phase feeder and other lines in the area and could provide service to the customers with less immediate capital investment. Representatives of both SVSW and H-D Electric have concluded that, in this instance, the consumers' interests will be better served with service from H-D and have agreed that we should request a transfer of service territory. Also enclosed are letters of consent signed by the affected customers concurring with the territorial transfer.

Sioux Valley Electric respectfully requests South Dakota Public Utilities Commission consideration and an order approving this agreement.

Sincerely,

James M. Kiley
General Manager

Enclosure

AGREEMENT
for SALE OF PROPERTY and
TRANSFER OF SERVICE TERRITORY
between H-D ELECTRIC COOPERATIVE, INC. and
SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

RECEIVED

FEB 20 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

THIS AGREEMENT made and entered into this 25th day of November, 1996 by and between SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC. (Sioux Valley-Southwestern) and H-D ELECTRIC COOPERATIVE, INC. (H-D Electric), WITNESSETH:

WHEREAS, Sioux Valley-Southwestern and H-D Electric entered into a Territorial Agreement dated January 19, 1976, pursuant to the provisions of Chapter 49-34A, SDCL, which Agreement was approved and ratified by the Public Utilities Commission for the State of South Dakota, and

WHEREAS, Sioux Valley-Southwestern Electric owns lines that border H-D Electric service territory which are in need of major pole replacement and maintenance, and

WHEREAS, H-D Electric has a three phase feeder and other lines in the area, and would be able to provide service to the consumers with less immediate capital investment, and

WHEREAS, Sioux Valley-Southwestern Electric has proposed a territorial transfer and that H-D Electric provide electric service within the specified area and purchase the facilities within said territory, now therefore,

FOR AND IN CONSIDERATION of the mutual promises, conditions and terms contained herein, the parties do hereby covenant, contract and agree as follows, to-wit:

I.

Sioux Valley-Southwestern Electric hereby relinquishes all service rights to H-D Electric in the following described territory, to-wit:

the southwest quarter (¼) of Section 1, and the south half (½) of Section 2, and the south half (½) of Section 3, and the east half (½) of Section 10, and Section 11, and the northwest quarter (¼) of Section 12, and the east half (½) of Section 15, and the north half (½) of the northeast quarter (¼) of Section 14, and the northeast quarter (¼) of Section 22, and the north half (½) of Section 23, all in Township 112 North, Range 48 West, County of Brookings, State of South Dakota.

in accordance with the map attached hereto as "Exhibit A".

II.

Sioux Valley-Southwestern Electric hereby agrees to sell and H-D Electric hereby agrees to purchase the electric lines, poles, appurtenances, and facilities located within and/or near the above described property, all in accordance with the schedule attached hereto as "Exhibit B".

III.

The purchase price for facilities being sold to H-D Electric shall be \$1,744.54, as itemized and set forth in said Exhibit "B" attached. Said purchase price shall be paid by H-D Electric within 30 days of the Date of Possession.

IV.

Sioux Valley-Southwestern Electric and H-D Electric agree to jointly apply to the South Dakota Public Utilities Commission of the State of South Dakota for the transfer and assignment of Sioux Valley-Southwestern Electric's certified service territory to H-D Electric.

V.

It is understood and agreed that the Date of Possession of said facilities shall be January 31, 1997. The parties agree to work together to effect a smooth transition causing the least inconvenience to electric patrons located within H-D Electric.

VI.

Sioux Valley-Southwestern Electric agrees to refund to its customers, as of, or prior to the Date of Possession, any refundable deposits and there shall be no assumption by H-D Electric of such refundable deposits. From and after the Date of Possession, Sioux Valley-Southwestern Electric agrees to indemnify, and save harmless H-D Electric against any and all claims based upon transactions occurring prior to the Date of Possession with respect to refundable deposits.

VII.

At the time of transfer of individual consumers, the consumer meters shall be jointly read by representatives of H-D Electric and Sioux Valley-Southwestern Electric. This reading shall be used to determine the final bill to be issued by Sioux Valley-Southwestern Electric and the initial reading for use by H-D Electric. Sioux Valley-Southwestern Electric shall be entitled to all revenues derived from sales prior to said meter reading, and shall be responsible for collection of those revenues, except: any receivables still outstanding 60 days following the transfer date shall be purchased by H-D Electric, and further collection shall be the responsibility of H-D Electric. Sioux Valley-Southwestern Electric shall make diligent effort to collect its revenues within the 60 day period.

VIII.

Sioux Valley-Southwestern Electric's cash retirement of consumers' retained capital credits shall be consistent with Cooperative policy.

IX.

Sioux Valley-Southwestern Electric shall assign to H-D Electric all right-of-way easements of record pertaining to the facilities to be purchased by H-D Electric through this Agreement. Sioux Valley-Southwestern Electric shall prepare the assignment documents.

X.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

(SEAL)

By Charles H. Larson
President

ATTEST:

Gerald Lange
Secretary

H-D ELECTRIC COOPERATIVE, INC.

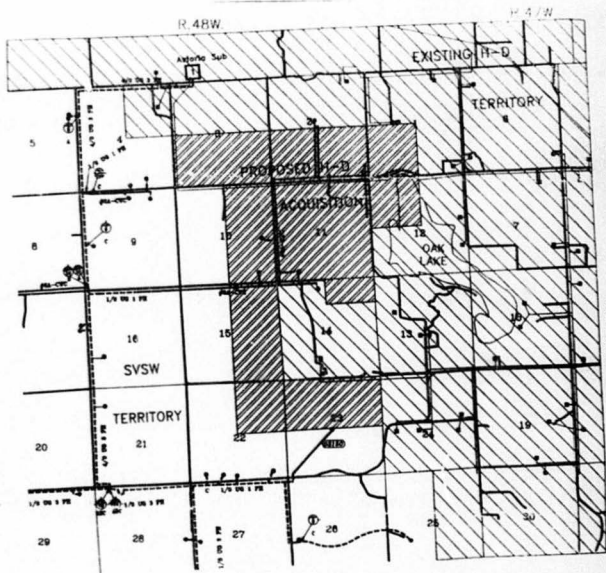
(SEAL)

By Robert L. King
President

ATTEST:

Ralph Schwartz
Secretary

EXHIBIT A



NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

EXHIBIT B
H-D ACQUISITION

23-May-96

DESCRIPTION	QTY	CONST COST	DEPRECIATION	NET COST
=====				=====
30-5 Pole	1	\$225.21	\$225.21	\$0.00
30-6 Pole	7	1,439.27	1,338.52	100.75
30-7 Pole	21	3,702.09	3,702.09	0.00
35-6 Pole	7	1,290.66	1,200.31	90.35
35-7 Pole	21	3,529.89	3,529.89	0.00
40-5 Pole	1	180.68	157.19	23.49
40-6 Pole	11	2,275.24	2,275.24	0.00
45-6 Pole	3	544.71	544.71	0.00
A1	53	2,208.51	2,208.51	0.00
A1-1	5	245.85	239.46	6.39
A2	1	61.60	61.60	0.00
A2R	1	61.60	61.60	0.00
A4	1	135.27	135.27	0.00
A5	9	802.80	596.75	206.05
A5-1	5	446.00	446.00	0.00
A5-4R	1	95.12	95.12	0.00
A8	2	590.06	477.95	112.11
E1-2	4	271.00	271.00	0.00
E1-2R	2	135.50	135.50	0.00
E1-3	1	79.93	9.59	70.34
E2-2	1	122.07	122.07	0.00
E3-2	11	1,049.07	955.61	93.46
E3-2R	3	286.11	286.11	0.00
E3-3	5	477.00	430.25	46.75
F1-2	19	1,919.76	1,870.25	49.51
F1-3	7	707.28	519.35	187.93
E10	8	149.36	132.93	16.43
E3-10	3	58.01	28.57	27.44
M2-1	21	919.38	919.38	0.00
M2-11	4	171.88	171.88	0.00
G66	4	492.84	432.47	60.37
G106	1	123.20	123.20	0.00
3 KVA Transformer	1	236.12	236.12	0.00
10 KVA Transformer	2	820.50	820.50	0.00
15 KVA Transformer	2	893.30	674.44	218.86
WP-6	405	243.00	243.00	0.00
TROH-4	170	110.50	110.50	0.00
TROH-2	150	114.00	61.56	52.44
TROH-1/0	210	214.20	171.72	42.48
GRIP - 4	2	8.84	8.84	0.00
GRIP - 2	2	11.10	11.10	5.99
GRIP - 1/0	4	24.36	18.39	13.15
ML-56	3	198.60	198.60	0.00
M8-2X200	2	1,072.90	810.04	262.86
30 Amp Meter, 1 phase	3	126.96	126.96	0.00
2.5 Amp Meter, 1 phase	2	154.84	116.90	37.94
Socket, 1 phase	5	165.30	159.02	6.28
K11	12	137.88	137.88	0.00
J6	2	26.84	13.69	13.15
ACSR-4	3,470	1,388.00	1,388.00	0.00
CWC-8A	39,320	12,582.40	12,582.40	0.00
		\$43,324.59	\$41,593.23	\$1,744.54

Letter of Consent

To: Directors of H-D Electric Cooperative, Inc.
Directors of Sioux Valley - Southwestern Electric Cooperative, Inc.
Commissioners of the South Dakota Public Utility Commission.

I have been informed of a proposal to change my electric power supplier from Sioux Valley-Southwestern Electric Cooperative, Inc. (SVSW) to H-D Electric Cooperative, Inc. (H-D).

SVSW owns power lines that border H-D service territory which are in need of major pole replacement and maintenance. H-D has a three phase feeder and other lines in the area, and would be able to provide service with less capital investment at this time. Because SVSW and H-D desire to eliminate unnecessary cost and duplication of facilities, they are proposing that H-D provide my electric service.

I understand that this proposal is subject to the approval of the H-D Board of Directors, SVSW Board of Directors, and the South Dakota Public Utilities Commission, and I want to inform these officials that I have no objection to the proposed change.

At the time of transfer, my electric meter will be jointly read by representatives H-D and SVSW, and this reading will be used to determine my final bill from SVSW and the initial meter reading for use by H-D. SVSW will refund to me any refundable deposits that I have made.

SVSW's cash retirement of the retained capital credits derived from my patronage on this account shall be consistent with SVSW retirement policy.

CONSENT:

I concur with the provisions described above.

BY

Lyle Sik

DATE

1-8-97

Consumer: Lyle Sik

Map Location: 1-2-11-3

Legal Description: Located in the SW 1/4 of Sec. 11, T.112N., R.48W.

Letter of Consent

To: Directors of H-D Electric Cooperative, Inc.
Directors of Sioux Valley - Southwestern Electric Cooperative, Inc.
Commissioners of the South Dakota Public Utility Commission.

I have been informed of a proposal to change my electric power supplier from Sioux Valley-Southwestern Electric Cooperative, Inc. (SVSW) to H-D Electric Cooperative, Inc. (H-D).

SVSW owns power lines that border H-D service territory which are in need of major pole replacement and maintenance. H-D has a three phase feeder and other lines in the area, and would be able to provide service with less capital investment at this time. Because SVSW and H-D desire to eliminate unnecessary cost and duplication of facilities, they are proposing that H-D provide my electric service.

I understand that this proposal is subject to the approval of the H-D Board of Directors, SVSW Board of Directors, and the South Dakota Public Utilities Commission, and I want to inform these officials that I have no objection to the proposed change.

At the time of transfer, my electric meter will be jointly read by representatives H-D and SVSW, and this reading will be used to determine my final bill from SVSW and the initial meter reading for use by H-D. SVSW will refund to me any refundable deposits that I have made.

SVSW's cash retirement of the retained capital credits derived from my patronage on this account shall be consistent with SVSW retirement policy.

CONSENT:

I concur with the provisions described above.

BY Clinton G Morris

DATE 1. 8 - 97

Consumer: Clinton Morris

Map Location: 1-2-10-4-1

Legal Description: Located in the NE 1/4 of the SE 1/4 Sec. 10, T. 112N., R. 48W.

Letter of Consent

To: Directors of H-D Electric Cooperative, Inc.
Directors of Sioux Valley - Southwestern Electric Cooperative, Inc.
Commissioners of the South Dakota Public Utility Commission.

I have been informed of a proposal to change my electric power supplier from Sioux Valley-Southwestern Electric Cooperative, Inc. (SVSW) to H-D Electric Cooperative, Inc. (H-D).

SVSW owns power lines that border H-D service territory which are in need of major pole replacement and maintenance. H-D has a three phase feeder and other lines in the area, and would be able to provide service with less capital investment at this time. Because SVSW and H-D desire to eliminate unnecessary cost and duplication of facilities, they are proposing that H-D provide my electric service.

I understand that this proposal is subject to the approval of the H-D Board of Directors, SVSW Board of Directors, and the South Dakota Public Utilities Commission, and I want to inform these officials that I have no objection to the proposed change.

At the time of transfer, my electric meter will be jointly read by representatives H-D and SVSW, and this reading will be used to determine my final bill from SVSW and the initial meter reading for use by H-D. SVSW will refund to me any refundable deposits that I have made.

SVSW's cash retirement of the retained capital credits derived from my patronage on this account shall be consistent with SVSW retirement policy.

CONSENT:

I concur with the provisions described above.

BY Eugene Sak

DATE 1-16-77

Consumer Eugene Sak

Map Location: 1-2-2-3-1

Legal Description: Located in the E½ of SW¼ of Sec. 2, T.112N., R.48W.



H-D ELECTRIC COOPERATIVE, INC

P.O. BOX 1007
CLEAR LAKE
SOUTH DAKOTA 57226-1007
PHONE (605) 674-2171
FAX (605) 674-8173

February 26, 1997

William Bullard
Executive Director
South Dakota PUC
500 E Capitol
Pierre SD 57501

RECEIVED
FEB 27 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Dear Mr. Bullard,

Enclosed please find an Agreement for the Sale of Property and Transfer of Service Territory between Sioux Valley-Southwestern and H-D Electric Cooperative, Inc. The agreement was executed by the Boards of Directors on November 25, 1996.

The customers involved in this agreement have been informed by representatives from Sioux Valley-Southwestern and H-D Electric and have signed a Letter of Consent stating such, with no objections. Sioux Valley-Southwestern and H-D Electric Cooperative, Inc. are requesting the approval of this agreement by the South Dakota Public Utilities Commission.

If you have any questions, feel free to contact me.

Sincerely,

H-D Electric Cooperative, Inc.

James Resmen
System Engineer

JR/jk

Enclosure

"Owned by those we Serve"

AGREEMENT
for SALE OF PROPERTY and
TRANSFER OF SERVICE TERRITORY
between H-D ELECTRIC COOPERATIVE, INC. and
SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

THIS AGREEMENT made and entered into this 25th day of November, 1996 by and between SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC. (Sioux Valley-Southwestern) and H-D ELECTRIC COOPERATIVE, INC. (H-D Electric), WITNESSETH:

WHEREAS, Sioux Valley-Southwestern and H-D Electric entered into a Territorial Agreement dated January 19, 1976, pursuant to the provisions of Chapter 49-34A, SDCL, which Agreement was approved and ratified by the Public Utilities Commission for the State of South Dakota, and

WHEREAS, Sioux Valley-Southwestern Electric owns lines that border H-D Electric service territory which are in need of major pole replacement and maintenance, and

WHEREAS, H-D Electric has a three phase feeder and other lines in the area, and would be able to provide service to the consumers with less immediate capital investment, and

WHEREAS, Sioux Valley-Southwestern Electric has proposed a territorial transfer and that H-D Electric provide electric service within the specified area and purchase the facilities within said territory, now therefore,

FOR AND IN CONSIDERATION of the mutual promises, conditions and terms contained herein, the parties do hereby covenant, contract and agree as follows, to-wit:

I.

Sioux Valley-Southwestern Electric hereby relinquishes all service rights to H-D Electric in the following described territory, to-wit:

the southwest quarter ($\frac{1}{4}$) of Section 1, and the south half ($\frac{1}{2}$) of Section 2, and the south half ($\frac{1}{2}$) of Section 3, and the east half ($\frac{1}{2}$) of Section 10, and Section 11, and the northwest quarter ($\frac{1}{4}$) of Section 12, and the east half ($\frac{1}{2}$) of Section 15, and the north half ($\frac{1}{2}$) of the northeast quarter ($\frac{1}{4}$) of Section 14, and the northeast quarter ($\frac{1}{4}$) of Section 22, and the north half ($\frac{1}{2}$) of Section 23, all in Township 112 North, Range 48 West, County of Brookings, State of South Dakota.

in accordance with the map attached hereto as "Exhibit A".

II.

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III.

The purchase price for facilities being sold to H-D Electric shall be \$1,744.54, as itemized and set forth in said Exhibit "B" attached. Said purchase price shall be paid by H-D Electric within 30 days of the Date of Possession.

IV.

Sioux Valley-Southwestern Electric and H-D Electric agree to jointly apply to the South Dakota Public Utilities Commission of the State of South Dakota for the transfer and assignment of Sioux Valley-Southwestern Electric's certified service territory to H-D Electric.

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Sioux Valley-Southwestern Electric's cash retirement of consumers' retained capital credits shall be consistent with Cooperative policy.

IX.

Sioux Valley-Southwestern Electric shall assign to H-D Electric all right-of-way easements of record pertaining to the facilities to be purchased by H-D Electric through this Agreement. Sioux Valley-Southwestern Electric shall prepare the assignment documents.

X.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

(SEAL)

By Charles M. Larson
President

ATTEST:

Gerald Lange
Secretary

H-D ELECTRIC COOPERATIVE, INC.

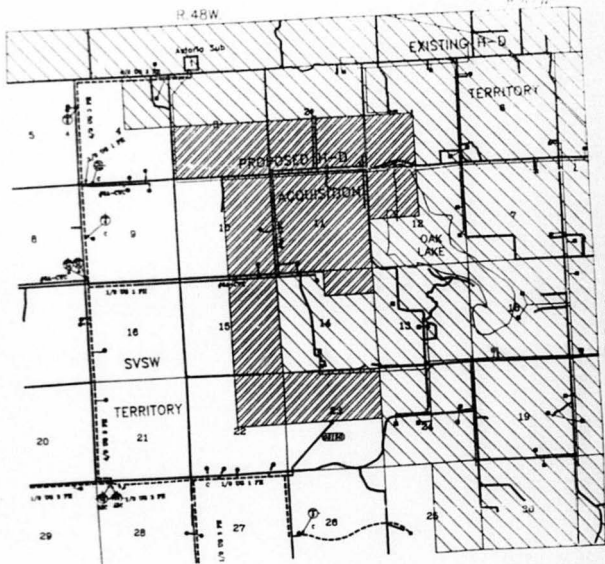
(SEAL)

By Rbert L. King
President

ATTEST:

Ralph Schwartz
Secretary

EXHIBIT A



NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

EXHIBIT B
H-D ACQUISITION

23-May-96

DESCRIPTION	QTY	CONST COST	DEPRECIATION	NET COST
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J6	2	26.84	13.69	13.15
ACSR-4	3,470	1,388.00	1,388.00	0.00
CWC-8A	39,320	12,582.40	12,582.40	0.00
		\$43,324.59	\$41,593.23	\$1,744.54

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

IN THE MATTER OF THE FILING BY SIOUX)	ORDER APPROVING
VALLEY-SOUTHWESTERN ELECTRIC)	AGREEMENT FOR SALE OF
COOPERATIVE, INC. FOR APPROVAL OF AN)	PROPERTY AND TRANSFER
AGREEMENT FOR SALE OF PROPERTY AND)	OF SERVICE TERRITORY
TRANSFER OF SERVICE TERRITORY)	
BETWEEN H-D ELECTRIC COOPERATIVE,)	EL97-003
INC. AND SIOUX VALLEY-SOUTHWESTERN)	
ELECTRIC COOPERATIVE, INC.)	

On February 20, 1997, the South Dakota Public Utilities Commission (Commission) received an agreement for sale of property and transfer of service territory between H-D Electric Cooperative and Sioux Valley-Southwestern Electric Cooperative. This agreement between the two parties seeks a transfer of service territory. Sioux Valley-Southwestern identified four miles of single phase line that were in need of major pole replacement and maintenance. H-D has a three phase feeder and other lines in the area and could provide service to the customers with less immediate capital investment. Representatives of both Cooperatives have concluded that in this instance, the consumers' interests will be better served with service from H-D and have agreed to the transfer of service. The property and service territory affected is described as:

the southwest quarter (1/4) of Section 1, the south half (1/2) of Section 2, the south half (1/2) of Section 3, the east half (1/2) of Section 10, Section 11, the northwest quarter (1/4) of Section 12, the east half (1/2) of Section 15, the north half (1/2) of the northeast quarter (1/4) of Section 14, the northeast quarter (1/4) of Section 22, and the north half (1/2) of Section 23, all in Township 112 North, Range 48 West, County of Brookings, State of South Dakota

At its regularly scheduled June 24, 1997, meeting, the Commission considered the matter. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically 49-34A-42 and 49-34A-55. Further, the Commission finds that the transfer of service territory will promote the efficient use and development of the electric systems of the contracting electric utilities. The Commission therefore concludes that the transfer of service territory is in the public interest and the request shall be granted. It is therefore

ORDERED that the request seeking approval of service territory transfer is hereby granted.

Dated at Pierre, South Dakota, this 2nd day of July, 1997.

CERTIFICATE OF SERVICE

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

Alaina Kaska

Date

7/3/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner