

**EXHIBIT A OF ORDINANCE 23-005**

**NATURAL GAS FRANCHISE AGREEMENT**

This NATURAL GAS FRANCHISE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Brookings, and NorthWestern Corporation, doing business as NorthWestern Energy, a Delaware Corporation, to furnish and sell natural gas to the City and its inhabitants.

**Section 1.01. Definitions**

As used in this Agreement, the following words or phrases shall have the following meanings:

A. "City" shall mean City of Brookings, South Dakota, which includes the area within the City Limits, as the same now exists or as may be extended from time to time by annexation or other legal means.

B. "City Limits" shall mean the official map showing the boundaries and limits of the City on file in the City's Community Development Department.

C. "Consumer" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, public corporation, and any other legal or non-legal entity served by Franchisee.

D. "Construction" shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using a natural gas Distribution System.

E. "Distribution System" shall mean a system of pipes, pipelines, apparatus, machinery, structures, appliances or fixtures, and appurtenances, which in any way relate to or are reasonably necessary for the distribution of natural gas by Franchisee to Consumers.

F. "Franchise" shall mean the rights and privileges granted by the City to the Franchisee under this Agreement.

G. "Franchisee" shall mean NorthWestern Corporation, doing business as NorthWestern Energy, and its successors and assigns.

H. "Install, operate, and maintain" shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.

1 I. "Public Ways" shall mean any street, alley, avenue, boulevard, lane, park, parkway, parking  
 2 strip, sidewalk, driveway, utility easement, right-of-way, and any other public ways, places, areas, or  
 3 grounds within the City Limits of the City as the same now exists or as may be extended from time to  
 4 time by annexation or other legal means.

5 J. "South Dakota Natural Gas Tariff" shall mean Franchisee's South Dakota Gas Rate Schedule  
 6 on file with and made effective by the South Dakota Public Utilities Commission from time to time.

7 K. The terms "gas" and "natural gas" as found herein shall be fully interchangeable in meaning.

8 **Section 1.02. Franchise Granted**

9 Franchisee is hereby granted a non-exclusive Franchise, right, and privilege for a period of ten  
 10 (10) years to install, maintain, and operate a gas Distribution System in, upon, over, under, across, and  
 11 along the City's public ways, as the same now are or may hereafter be extended for the distribution and  
 12 sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses  
 13 and purposes. The term of this Franchise Agreement may be extended for no more than one (1) – five  
 14 (5) year period only upon written approval of both parties at least 30 days before the last day of the  
 15 initial ten (10) year term. The rights and privileges hereby granted are subject to the restrictions and  
 16 limitations of South Dakota law, now in effect or which may be subsequently adopted.

17 **Section 1.03. Franchisee's Agreement to Serve**

18 Franchisee agrees, that for and during the term and period of this Franchise Agreement, it will  
 19 maintain in the City an adequate, standard, and sufficient Distribution System and equipment and  
 20 maintain and operate the same in a manner to meet the necessities and requirements of the City, its  
 21 industries, and inhabitants. Franchisee, on behalf of itself, its successors and assigns, will be deemed  
 22 to have accepted the terms and conditions of this Franchise by supplying service to any customer  
 23 within the City Limits after the effective date of this Agreement. Notwithstanding the foregoing,  
 24 Franchisee does not guarantee uninterrupted or undisturbed service of gas and is not liable for causes  
 25 beyond its reasonable control.

26 **Section 1.04. Compliance with Right-of-Way Laws Required by Franchisee**

27 Franchisee shall have the right to excavate, subject to compliance with the Code of Ordinances  
 28 of City of Brookings, South Dakota, now in effect or which may be subsequently adopted, with respect

1 to construction within the City's right-of-ways and shall obtain all necessary permits and licenses  
2 required thereunder or by other applicable laws, ordinances, and rules and as required of other like  
3 users of the right-of-way before commencing construction.

#### 4 **Section 1.05. Franchisee Information**

5       Upon request, Franchisee shall provide to the City, at no cost to the City, information indicating  
6 the location and size of Franchisee's facilities that are located in the City's right-of-way, including  
7 documents, maps, drawings and/or Geographic Information System data ("Information").

8       The Franchisee and City recognize the Information delivered to the City pursuant to this  
9 Agreement is proprietary and confidential. The City shall restrict access to the Information to employees  
10 with a defined business need for review of the Information. The City shall not disclose or disseminate  
11 the Information to any third parties without express written consent of the Franchisee. In the event it is  
12 believed that the Information has been accessed by an unauthorized person or entity, the City shall  
13 provide prompt notice to the Franchisee and shall take all reasonable action to mitigate any such  
14 breach of confidentiality. The City agrees to return or destroy all Information received from Franchisee  
15 upon termination of this Franchise Agreement.

16       The Information delivered to or inspected by the City pursuant to this Section is for informational  
17 purposes only, and Franchisee does not warrant the accuracy thereof. To the extent the Information  
18 delivered to the City identifies Franchisee facilities, such Franchisee facilities are shown in an  
19 approximate location. Nothing herein is intended or may be construed to relieve the City or any person  
20 with access to or in receipt of the Information of its respective obligation under SDCL § 49-7A-5 to  
21 notify the one-call notification center of a proposed excavation to determine the location of underground  
22 utilities.

#### 23 **Section 1.06. Changes to Physical Plant - Extension of Service**

24       Franchisee shall and hereby agrees to make such reasonable extensions of the Distribution  
25 System as may be reasonably required to furnish service to parties making application therefor located  
26 within the City Limits of the City. Franchisee shall not be required to make any such extensions of the  
27 Distribution System nor install service lines for the purpose of serving any new customer or customers  
28 where the estimated revenue to be derived from such service is not sufficient to provide an adequate

1 return upon the investment (after recognizing any customer Contribution in Aid of Construction)  
 2 required to serve such customer or customers. All extensions of the Distribution System shall be made  
 3 in compliance with the South Dakota Natural Gas Tariff.

4 **Section 1.07. Furnishing Natural Gas**

5 During the term of this Franchise Agreement, Franchisee shall furnish natural gas in the quantity  
 6 and quality consistent with and in accordance with the applicable regulations of the South Dakota  
 7 Public Utilities Commission and Franchisee's tariff made effective by the South Dakota Public Utilities  
 8 Commission or its successors and state law and federal law.

9 **Section 1.08. Non duplication of Distribution Facilities**

10 To minimize risk to the citizens of the City and to avoid unnecessary duplication of natural gas  
 11 facilities within the City, Franchisee shall not construct Distribution Facilities in, along, under, or down  
 12 any Public Way wherein another natural gas line already exists, except: (i) where service requirements  
 13 necessitate additional distribution facilities; (ii) upon verification to the City that the installation,  
 14 operation, and maintenance of such additional distribution facilities shall be in conformance with all then  
 15 current industry standards, and all applicable codes, rules, regulations, statutes, and orders of local,  
 16 state, and federal agencies having authority in such matters; and (iii) upon review and approval by the  
 17 City.

18 **Section 1.09. Relocation When Street Vacated**

19 In the event that City receives a petition to vacate any Public Way, including any and all utility  
 20 easements in such Public Way, City agrees that Franchisee will receive notice of such petition no fewer  
 21 than ten (10) days prior to any hearing, regarding such petition. In the event the City vacates any Public  
 22 Way, a utility easement will remain in effect unless the private property owner(s) on either side of the  
 23 Public Way petition the City to vacate the utility easement. If the City grants petitioner's request to  
 24 vacate a utility easement in any Public Way, the Franchisee shall work with the petitioning property  
 25 owner(s) to relocate all of its facilities and equipment within such vacated Public Way, and Franchisee  
 26 shall be reimbursed by petitioners for the costs of such relocation, pursuant to state law.

1 In the event that the City requests relocation of Franchisee's facilities and equipment within any  
 2 Public Way, Franchisee shall relocate its facilities and equipment located within such vacated Public  
 3 Way at no cost to the City.

4 **Section 1.10. Public Emergency**

5 If a public emergency arises involving the Franchisee's system, the City shall promptly notify the  
 6 Franchisee. If the Franchisee does not act or is unable to take the necessary action, the City shall have  
 7 the right to shut off service to affected consumers, without prior notice. The City's actions shall only be  
 8 performed by its authorized Fire Department personnel and only in the event Franchisee cannot act or  
 9 requests the City to take action, and the action taken shall be limited to shutting the gas meter down by  
 10 closing the riser valve.

11 Public emergency means any condition that, in the opinion of the City Fire or Police  
 12 Department, poses an immediate threat to the lives or property of the residents of City, caused by any  
 13 natural or man-made disaster, including but not limited to storms, floods, fire, accidents, explosions,  
 14 sewer or water main breaks, hazardous material spills, and other similar occurrences. Provided it  
 15 received Notice, Franchisee shall be responsible for repair, at its sole expense, of any of its facilities  
 16 damaged pursuant to any such action taken by Franchisee or City, except for damage that is the result  
 17 of sole negligence or willful misconduct of City.

18 **Section 1.11. Emergency Response Plan / Service Valves**

19 The Franchisee shall provide to the City those portions of its Emergency Management Plan  
 20 applicable to the City within sixty (60) days of the effective date of the ordinance approving this  
 21 Agreement. The Franchisee shall ensure that any future updates of its Emergency Management Plan,  
 22 applicable to the City, during the term of this Agreement, are provided to the within thirty (30) days of  
 23 the update.

24 The Franchisee shall ensure that Construction of Distribution Systems, subsequent to the date  
 25 of this Agreement, are equipped with service valves used to shut off services at the meter and the  
 26 service valves are accessible to authorized Fire Department personnel in time of an emergency and at  
 27 no cost to the City. To the extent the existing Distribution System is equipped with inaccessible service  
 28

1 valve(s) and Construction occurs in those areas, the Franchisee shall either relocate or require its  
 2 customer to relocate the inaccessible service valve(s), at no cost to the City.

3 **Section 1.12. Restoration of Streets**

4 In doing any work in connection with exercising the privileges herein granted, Franchisee shall  
 5 avoid, so far as may be practicable, interfering with the use of any Public Way. Where paving or surface  
 6 of the street is disturbed, Franchisee shall, at its own expense and in a manner reasonably satisfactory  
 7 to the City, and in compliance with City specifications, replace such pavement or surface of the Public  
 8 Way in as a good condition as it was in before such work was commenced. The Franchisee shall not be  
 9 required to restore or modify public right of way, sidewalks, or other areas within the Franchisee's  
 10 project area to a condition superior to its previously existing condition, unless such alterations are  
 11 required for the City to comply with City, state, or federal rules, regulations, laws, permits, and/or  
 12 specifications.

13 **Section 1.13. Installation of Equipment**

14 Franchisee shall install, maintain, and operate the Distribution System in a manner which does  
 15 not interfere with or obstruct the use of any water or gas pipes, drains, sewers, or other structures  
 16 already installed and which is acceptable to City. Franchisee further agrees to install, operate, and  
 17 maintain all underground piping according to current industry standards, and all applicable codes, rules,  
 18 regulations, statutes, and orders of local, state, and federal agencies having authority in such matters.

19 **Section 1.14. Installation and Ownership of Service Lines**

20 Franchisee shall, at its own expense, furnish and install service pipe of suitable capacity to the  
 21 Consumer's point of delivery herein defined as the inlet side of the first connection with Consumer's  
 22 premises, or the outlet side of the meter if located beside, within, or attached to the premises. This  
 23 delivery location shall be defined as "Consumer's Point of Delivery." Service lines or gas main  
 24 extensions may be subject to a Contribution in Aid of Construction. Ownership of all service lines shall  
 25 remain with Franchisee. Franchisee shall install, furnish, and maintain service pipe to Consumer's Point  
 26 of Delivery in compliance with all terms and conditions of Franchisee's Tariff with the South Dakota  
 27 Public Utilities Commission.  
 28

**Section 1.15. Allocation of Gas Supplies**

In the event of a shortage in the supply of natural gas for any reason beyond the control of Franchisee, it will allocate the available gas in a manner which conforms to the general interest of the public as required by applicable laws and regulations.

**Section 1.16. Insurance Requirements**

Franchisee shall self-insure or secure and maintain the insurance specified below. The insurance specified in this section may be in a policy or policies of insurance and may be primary coverage or excess coverage. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall by separate endorsement name City as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this Agreement.

3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

Franchisee will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage required above. Franchisee agrees to hold the City harmless from any liability assumed under this agreement, including additional premium due, because of Franchisee's failure to maintain the coverage limits required. City's approval or acceptance of

1 certificates of insurance does not constitute City's assumption of responsibility for the validity of any  
2 insurance policies, nor does City represent that the above coverages are adequate to protect any  
3 individual/group/business, its consultants' and assumes no liability therefor.

4 **Section 1.17. Nondiscrimination**

5 Franchisee will provide equal employment opportunities in accordance with all applicable state  
6 and federal anti-discrimination laws, regulations, and contracts. Franchisee prohibits discrimination  
7 against any person or class of persons based on race, color, religion, sex (including pregnancy and  
8 related conditions, sexual orientation, or gender identity), national origin, age (40 or older), disability,  
9 genetic information or other characteristic protected by federal, state or local laws in its employment  
10 practices.

11 **Section 1.18. Indemnification**

12 Franchisee shall, at its sole cost and expense, defend, indemnify, and hold harmless City, all  
13 departments of City now existing or hereinafter created, and their respective officers, boards,  
14 commissions, employees, agents, attorneys, and contractors ("the indemnitees"), from and against any  
15 and all liability, obligation, damages, penalties, claims, liens, limitations, reasonable fees and expenses  
16 of attorneys, expert witnesses, and consultants, which may be imposed upon, incurred by, or be  
17 asserted by any third party against the indemnitees by reason of any negligent or otherwise wrongful  
18 act or omission of Franchisee, its personnel, employees, agents, contractors, or subcontractors,  
19 resulting in personal injury, bodily injury, sickness, disease, or death to any person or damage to, loss  
20 of, or destruction of property, which may arise out of or be in any way connected with the construction,  
21 installation, operation, maintenance, or condition of the gas Distribution System or Franchisee's failure  
22 to comply with any federal, state, or local statute, ordinance, or regulation.

23 Notwithstanding the foregoing, Franchisee shall not be required to indemnify the City for  
24 negligence on the part of the City or its officials, agents, contractors, or employees.

25 **Section 1.19. Disclaimer of Liability**

26 City shall not at any time be liable for injury or damage occurring to any person or property from  
27 any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition, or  
28



1 dismantling of Franchisee's gas Distribution System, except for those injuries or damages that arise  
2 from the negligence of City or its agents, contractors, or subcontractors.

3 **Section 1.20. Notice, Cooperation, and Expenses**

4 In the event that a claim is made against the City resulting from and/or pertaining to any act or  
5 omission of the Franchisee, its personnel, employees, agents, contractors, subcontractors, or  
6 designees, the following shall apply:

7 1. City shall give Franchisee prompt notice of any claim or the commencement of any action,  
8 suit, or other proceeding covered by the provisions of this section.

9 2. City shall cooperate with Franchisee and may participate in the defense of any litigation by  
10 City's own counsel, at City's own expense.

11 3. To the extent Franchisee has asked City to participate in the defense of litigation, or to the  
12 extent Franchisee has refused to defend, indemnify, and hold harmless the City, Franchisee shall pay  
13 all expenses incurred by City defending itself with regard to any such actions, suits, or proceedings.  
14 These expenses shall include all out-of-pocket expenses, such as reasonable attorney fees, and shall  
15 also include the reasonable value of any services rendered by or on behalf of the City Attorney, and the  
16 actual expenses of City's agents, employees, or expert witnesses, and disbursements and liability  
17 assumed by City in connection with such suits, actions, or proceedings.

18 **Section 1.21. Assignment**

19 Franchisee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or  
20 otherwise encumbered, other than to an entity controlling, controlled by, or under common control with  
21 Franchisee or in connection with the corporate reorganization authorized by the South Dakota Public  
22 Utilities Commission (Docket No. GE22-002), without the prior consent of City, with consent not to be  
23 unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, by  
24 other hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise in  
25 order to secure indebtedness. Within 30 days of receiving a request for transfer, City shall notify  
26 Franchisee in writing of any additional information it reasonably requires to determine the legal,  
27 financial, and technical qualifications of the transferee.

1 Franchisee shall reimburse the City for costs and expenses for any proposed transfer of this  
2 Agreement. At the City's request, the Franchisee shall reimburse the City for reasonable expenses  
3 incurred with respect to any proposed transfer of this Agreement, including, without limitation, attorney  
4 fees, consultant fees, publication of notices and ordinances, and copying of documents in connection  
5 with a proposed transfer of this Agreement.

6 **Section 1.22. Municipal Authority**

7 Franchisee agrees that all authority and rights in this Agreement shall at all times be subject to  
8 all rights, power, and authority now or hereafter possessed by City, to regulate, control and direct, or  
9 otherwise by ordinance or resolution legislate concerning the manner in which Franchisee shall use the  
10 Public Way.

11 **Section 1.23. Termination**

12 Either City or Franchisee ("party") may terminate this Franchise if the other party shall be  
13 materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching  
14 party shall provide the breaching party with notification by certified mail specifying the alleged breach.  
15 The breaching party shall have 60 days to cure the breach, unless it notifies the non-breaching party,  
16 and the parties agree upon a shorter or longer period to cure the breach. If the breaching party is not in  
17 compliance after the expiration of the designated time period, the non-breaching party may, after  
18 affording the breaching party a reasonable opportunity to be heard, terminate this Agreement; provided,  
19 however, that if any failure to comply cannot with reasonable and appropriate efforts by the breaching  
20 party be corrected within the designated time period, the non-breaching party shall reasonably extend  
21 that period upon appropriate representations and assurances by the breaching party that corrections  
22 are being made. Such extension will not be considered or deemed a waiver by the non-breaching party  
23 of any such lack of compliance. The non-breaching party may allow continuation of this Agreement for  
24 as long as it deems appropriate, despite a breach or forfeiture as described herein, in order to ensure  
25 continuation of service to consumers; such continuation of the arrangement will not be deemed a  
26 waiver of the City's right to terminate pursuant to this paragraph.

1 A party shall not be considered to be in breach of this Franchise if it has operated in compliance  
2 with local, state, or federal law. A party shall not be considered to have breached this Franchise if the  
3 alleged breach is the result of the actions of a third party or the other party.

#### 4 **Section 1.24. Dispute Resolution**

5 If either party to this Franchise asserts that the other party is in default in the performance of  
6 any obligation imposed by it, the complaining party shall notify the other party in writing of the default  
7 and the desired remedy. The parties shall meet and attempt in good faith to negotiate a resolution of  
8 the dispute. If the parties are unable to resolve the dispute within 60 days of the initial notification, City  
9 and Franchisee may agree to seek non-binding mediation before litigation. All parties must agree to the  
10 mediator and all parties agree to equally share the cost of the mediation. Mediation shall be completed  
11 within One Hundred and Eighty (180) Days from initial notification of the dispute and request for  
12 mediation. If the parties are still unable to resolve the dispute or choose not to pursue mediation, either  
13 party may commence an action in circuit court to interpret and enforce this Franchise, or for such other  
14 relief as may be permitted by law or equity for breach of contract, or either party may take any other  
15 action permitted by law.

#### 16 **Section 1.25. Venue**

17 This Franchise Agreement shall be deemed to have been made and shall be construed and  
18 interpreted in accordance with the laws of the state of South Dakota without regard to its choice of law  
19 provisions. Jurisdiction and venue of any legal proceeding involving the parties in connection with this  
20 Franchise will lie exclusively with the state courts located in Brookings County, South Dakota.

#### 21 **Section 1.26. Franchise Amendable**

22 This Franchise Agreement may not be enlarged, modified, or altered unless approved by the  
23 governing body in accordance with law and by written acceptance by Franchisee pursuant to Section  
24 1.32 below.

#### 25 **Section 1.27. Notices**

26 All notices and communications pursuant hereto shall be deemed validly given, served, or  
27 delivered, upon delivery in person or by courier service, and if mailed upon three (3) days after deposit  
28

1 in the United States mail, certified and with proper postage and certified fee prepaid, addressed as  
2 follows:

3 CITY

FRANCHISEE

4 City of Brookings

NorthWestern Corporation

5 Attn: Public Works Director

Attn: District Manager

6 520 3<sup>rd</sup> Street, Suite 230

1232 22<sup>nd</sup> Avenue

7 Brookings, SD 57006

Brookings, SD 57006

8 or to such other address as the addressee may designate in writing by notice to the other party  
9 delivered in accordance with the provisions of this paragraph.

10 **Section 1.28. No Right of Property**

11 Anything contained herein to the contrary notwithstanding, the award of this Franchise shall not  
12 impart to Franchisee any right of ownership of right-of-way or City-owned property.

13 **Section 1.29. Captions**

14 Captions and other headings contained in this Franchise Agreement are for reference and  
15 identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual  
16 obligation of the parties hereto.

17 **Section 1.30. Compliance with Laws**

18 Franchisee agrees to conduct its business under the terms of this Agreement in such a manner  
19 that it does not violate any federal state or local laws or regulations, including the applicable regulations  
20 of the South Dakota Public Utilities Commission, in the conduct of its operations under the terms of this  
21 Franchise Agreement.

22 **Section 1.31. Validity of Franchise**

23 If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement  
24 shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such  
25 portion shall be deemed a separate, distinct, and independent provision and such holding shall not  
26 affect the validity of the remaining portions hereof.

1 **Section 1.32. Acceptance**

2           This Agreement and the rights and privileges herein granted shall become effective and binding  
3 upon its approval and passage in accordance with South Dakota law and the written acceptance by  
4 Franchisee. City shall provide Franchisee with an original signed copy of this Agreement within ten (10)  
5 days of its final passage. Franchisee shall, within thirty (30) days after City Council approval of this  
6 Agreement, file Franchisee's written acceptance of all the terms and provisions of this Agreement in the  
7 office of the City Clerk. Following City Council approval, this Agreement shall be published in  
8 accordance with the South Dakota state law. The effective date of the ordinance approving this  
9 Agreement shall be twenty (20) days after publication of the ordinance. In the event that Franchisee  
10 does not file its written acceptance of this Agreement within thirty (30) days after the City Council  
11 approves the Ordinance authorizing the Mayor to sign this Agreement, the Agreement shall be void and  
12 no effect.

13 **Section 1.33. Repeal**

14           Upon the effective date of the enabling ordinance, all prior natural gas franchises granted to the  
15 Franchisee to furnish natural gas to the City and its inhabitants are hereby repealed.

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ACKNOWLEDGEMENT AND ACCEPTANCE OF AGREEMENT

CITY OF BROOKINGS, SOUTH DAKOTA

Dated this \_\_\_ day of \_\_\_\_\_, 2023.

**City of Brookings**

\_\_\_\_\_  
Oepke G. Niemeyer, Mayor of the City of Brookings

(SEAL)

**ATTEST:**  
BONNIE FOSTER  
City Clerk  
City of Brookings, State of South Dakota

By \_\_\_\_\_  
Deputy

ACKNOWLEDGEMENT AND ACCEPTANCE OF AGREEMENT

NORTHWESTERN CORPORATION, DOING BUSINESS AS NORTHWESTERN ENERGY

Dated this \_\_\_ day of \_\_\_\_\_, 2023.

**NorthWestern Corporation**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature