

**IN THE MATTER OF THE APPLICATION OF
BLACK HILLS POWER, INC., d/b/a BLACK
HILLS ENERGY TO AMEND ITS
COGENERATION AND SMALL POWER
PRODUCTION SERVICE TARIFF**

EL21-011

conditions to this Stipulation which are unacceptable to any Party, this Stipulation may, at the option of any Party, be withdrawn and shall not constitute any part of the record in this proceeding or any other proceeding nor be used for any other purpose.

3. This Stipulation shall become binding upon execution by the Parties, provided however, that if this Stipulation does not become effective in accordance with Paragraph 2 above, it shall be null, void, and privileged. This Stipulation is intended to relate only to the specific matter referred to herein; no Party waives any claim or right, which it may otherwise have, with respect to any matter not expressly provided for herein. No Party or a representative thereof shall directly or indirectly refer to this Stipulation as precedent in any other current or future proceeding before the Commission.
4. The Parties to this proceeding stipulate that all pre-filed testimony, exhibits, and responses to data requests will be made a part of the record in this proceeding. The Parties understand that if this matter had not been settled, the Parties would have been able to file direct and rebuttal testimony.
5. The terms and conditions contained in this Stipulation shall inure to the benefit of and be binding upon the respective successors, affiliates, owners, stockholders, partners, parents, subsidiaries, directors, officers, agents, employees, representatives, attorneys, and assigns of the Parties. In addition, the terms and conditions of this Stipulation shall bind the Parties, including consultants, contractors and retained professionals.
6. This Stipulation constitutes the entire agreement between the Parties and shall be deemed to supersede any other understanding or agreements, whether written, oral, expressed or implied, relating to the Application. This Stipulation may not be amended, modified, or supplemented, and waivers or consents to departures from the terms and conditions of this Stipulation may not be given without the written consent thereto executed by all Parties.
7. This Stipulation shall be interpreted and construed in accordance with the laws of the State of South Dakota.
8. This Stipulation may be executed by electronic mail or facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

III. TERMS AND CONDITIONS OF THE SETTLEMENT STIPULATION

1. **Further Examination of Proposed Solution.** The Parties agree to further examination of potential revisions to Black Hills Power's tariffs to address fixed-cost recovery, which alternatives may include, without limitation, a demand rate, a time of use rate, an increased customer charge, and other solutions proposed by the Parties.

2. **Data Collection.** The Parties will work collaboratively on the best strategy to collect, share, and analyze data for the examination of alternative potential revisions to Black Hills Power's tariffs. Black Hills Power agrees, at its expense, to install production meters on a select number of behind-the-meter generation facilities to collect data to better understand the generation profile of the facility and the impact on the Black Hills Power system.
3. **Input Meetings.** The Parties agree that they will conduct meetings to exchange data and discuss potential revisions to the Black Hills Power's tariffs to address fixed-cost recovery. The Parties agree to at least two meetings in 2022 and at least two meetings in 2023.
4. **Proposed Solution.** The Parties agree that Black Hills Power will file a proposed revision to its tariffs to address the fixed-cost recovery, with a rate effective date no earlier than January 1, 2024. The Parties further agree that nothing in this Stipulation is a waiver of a Party's ability to intervene and assert any arguments, testimony, or other evidence in any such future docket, including those the Parties asserted, or could have asserted, in this proceeding. The Parties further agree that this Stipulation shall not be deemed to have approved, accepted, agreed, or consented to any ratemaking principle, or be advantaged or prejudiced or bound thereby in any other current or future rate proceeding before the Commission.
5. **Dismissal of Docket.** The Parties agree that Commission dismissal of this docket, without prejudice, is appropriate given the agreements herein.

Dated this 27th day of September, 2021.

(The rest of this page is blank – signature pages follow)

Black Hills Power, Inc. d/b/a Black Hills Energy

By: Tom Stevens

Its: Tom Stevens – Vice President, Regulatory

Richard A. Bell, PE

Richard A. Bell

R. Sonny Rivers

Steve and Lynn Hammond

Steve Hammond
Lynn Hammond

Xanterra Parks & Resorts, Inc.

By: _____

Its: _____

Black Hills Homestead

By: _____

Its: _____

Black Hills Power, Inc. d/b/a Black Hills Energy

By: Tom Stevens

Its: Tom Stevens – Vice President, Regulatory

Richard A. Bell, PE

R. Sonny Rivers

Robert Rivers

Steve and Lynn Hammond

Xanterra Parks & Resorts, Inc.

By: _____

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By: _____

Its: _____

Black Hills Power, Inc. d/b/a Black Hills Energy

By: 

Its: Tom Stevens – Vice President, Regulatory

Richard A. Bell, PE

R. Sonny Rivers

Steve and Lynn Hammond

Xanterra Parks & Resorts, Inc.

By: 

Its: Timothy Schoenwald - Chief Purchasing Officer

Black Hills Homestead

By: _____

Its: _____

Black Hills Power, Inc. d/b/a Black Hills Energy

By: 

Its: Tom Stevens – Vice President, Regulatory

Richard A. Bell, PE

R. Sonny Rivers

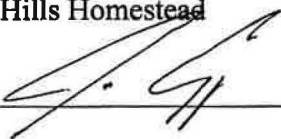
Steve and Lynn Hammond

Xanterra Parks & Resorts, Inc.

By: _____

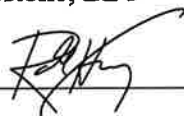
Its: _____

Black Hills Homestead

By: 

Its: Member _____

Cobblestone, LLC

By: _____

Its: Member_____

Pangea Design Group, LLC

By: _____

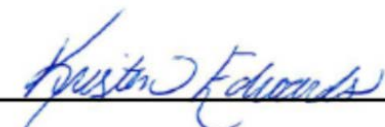
Its: Owner_____

GenPro Energy Solutions, LLC,

By: _____

Its: _____

Public Utilities Commission Staff

By: _____

Its: Attorney_____

Cobblestone, LLC

By: _____

Its: _____

Pangea Design Group, LLC

By: _____

Its: _____

GenPro Energy Solutions, LLC,

By: *[Signature]*

Its: *Chief Operating Officer*

Public Utilities Commission Staff

By: _____

Its: _____