

185 FERC ¶ 61,172
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Willie L. Phillips, Acting Chairman;
Allison Clements, and Mark C. Christie.

Black Hills Corporation, et al.

Docket No. IN23-10-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued December 5, 2023)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and Black Hills Corporation (BHC), as the corporate parent of, and on behalf of its three electric public utility subsidiaries, Black Hills Power, Inc. (BHP), Cheyenne Light, Fuel and Power Company (Cheyenne Light), Black Hills Colorado Electric, LLC (Black Hills Colorado Electric) (with BHP, Cheyenne Light and Black Hills Colorado Electric collectively referred to as the “Black Hills Electric Public Utilities”).¹ This order is in the public interest because it resolves on fair and equitable terms Enforcement’s investigation under Part 1b of the Commission’s regulations, 18 C.F.R. Part 1b (2022), into whether Black Hills violated Section 205 of the Federal Power Act (FPA), 16 U.S.C. § 824d (2018) (Section 205), and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35 (2022), by failing to timely file 103 jurisdictional agreements.

2. Black Hills stipulates to the facts in Section II of the Agreement, admits the violations in Section III of the Agreement, and agrees to pay a civil penalty of \$150,000. Black Hills will also implement measures designed to ensure compliance in the future, including submitting semi-annual status reports detailing the filing status of each of the 103 previously unfiled agreements and submitting to compliance monitoring for two years following the acceptance or final disposition of all filed agreements by the Commission.

I. Facts

3. BHC is a public utility holding company organized under the laws of South Dakota and is the parent company of BHP, Cheyenne Light, and Black Hills Colorado Electric. These three subsidiaries are not electrically interconnected, and they each have

¹ The Black Hills Electric Public Utilities together with BHC are collectively referenced as “Black Hills.”

their own Open Access Transmission Tariffs (OATT)² and Market Based Rate Authority. BHP is a corporation organized under the laws of South Dakota. Cheyenne Light is incorporated under the laws of Wyoming, and Black Hills Colorado Electric is a limited liability company organized under the laws of Delaware. Each company is engaged in the business of generating, transmitting, and distributing electricity to different states in the northwest region.

4. In July 2017, BHP submitted a self-report to Enforcement after determining that it failed to submit to the Commission six jurisdictional agreements, as required by Section 205 of the FPA and FERC regulations. The 2017 self-report identified four transmission interconnection agreements and two generation dispatch and energy management agreements. In both the self-report and Commission filings, BHP said it would make time value refunds totalling an estimated \$6,500, and that some refunds were not required under Commission precedent. In July 2017, BHP filed the six agreements at issue, which the Commission accepted in September 2017.³ BHP ultimately refunded \$8,621.42.

5. BHP further stated in its self-report that BHC was conducting a comprehensive review for BHP, and also Cheyenne Light and Black Hills Colorado Electric, to identify any other contracts that should have been filed but were not.

6. In November 2021, BHC updated the self-report, explaining that it had completed its review and identified 97 additional unfiled contracts, necessitating an estimated \$1.2 million in refunds at the time of the updated self-report. BHC also reported in the self-report that it had located three instances where it appears that a historical wires-to-wires transmission interconnection existed, but no interconnection agreement can be located. The impacted Black Hills Electric Public Utilities are working with counterparties to negotiate agreements. These agreements are not expected to result in

² BHP is a participant in a Commission-approved Joint Open Access Transmission (JOATT) Tariff in which it participates with two other parties, Basin Electric Power Cooperative and Powder River Energy Corporation. BHP is the administrator of the JOATT.

³ See *Black Hills Power, Inc.*, Filing of Executed Transmission Interconnection Agreements, Docket No. ER17-2095-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2098-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2099-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2100-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017).

refunds and the Black Hills Electric Public Utilities will file them when they are executed.

7. Nearly half of the contracts identified were short-term firm and non-firm transmission service contracts that had the same deviation from the Commission approved *pro forma* agreement in existence at the time the contract was executed and which were replicated across those contracts. Among the other types of agreements identified were transmission wires-to-wires interconnection agreements, delivery service to wholesale customers over distribution assets agreements, joint ownership agreements for transmission assets, operation and maintenance services on transmission type assets, and administration agreements for the common use system.

8. In October 2021, as Black Hills was finalizing the update to its self-report, the Black Hills Electric Public Utilities began filing the identified agreements with the Commission. The Black Hills Electric Public Utilities have now filed all the agreements identified, some of which have been accepted by the Commission and some of which are pending.

9. Black Hills self-reported all 103 instances of non-filing and has cooperated with Enforcement during the Investigation.

II. Violations

10. Enforcement determined that Black Hills violated FPA section 205 and Part 35 of the Commission's regulations by commencing jurisdictional service, and entering into associated agreements, without providing the requisite notice.

11. FPA Section 205 and the Commission's regulations, 18 C.F.R. Part 35, require that public utilities file with the Commission a variety of documents related to rates and terms of jurisdictional service, including the types of agreements that Enforcement found the Black Hills Electric Public Utilities did not timely file. As determined by Enforcement, the agreements at issue included: including: (1) rates and charges for jurisdictional service, and all contracts and agreements relating to such service, at least 60 days in advance of the commencement of jurisdictional service;⁴ and (2) service agreements "authorizing a customer to take electric service under the terms of a tariff, or any part thereof . . . not more than 30 days after electric service has commenced"⁵

12. Enforcement determined that by failing to file the 103 jurisdictional agreements at issue, Black Hills violated Section 205 and Part 35 of the Commission's regulations.

⁴ 18 C.F.R. § 35.3(a)(1).

⁵ *Id.* § 35.3(a)(2).

III. Stipulation and Consent Agreement

13. Enforcement and Black Hills have resolved Enforcement's investigation by means of the attached Agreement.
14. As set forth in the Agreement, Black Hills stipulates to the facts set forth in Section II of the Agreement and admits the violations set forth in Section III of the Agreement.
15. Black Hills agrees to pay a civil penalty of \$150,000 to the United States Treasury.
16. Black Hills agrees to submit semi-annual Status Reports detailing the filing status of each of the 103 previously unfiled agreements until the Commission has accepted or finally disposed of all of these agreements, or for two years after the Effective Date, whichever occurs sooner. The first of such Status Reports is due six months after the Effective Date of this Agreement.
17. Black Hills agrees to submit annual Compliance Monitoring Reports for two years following the acceptance or final disposition of all filed agreements by the Commission.

IV. Determination of Appropriate Sanctions and Remedies

18. In recommending the appropriate remedy, Enforcement considered the factors described in the Revised Policy Statement on Penalty Guidelines,⁶ including the fact that Black Hills cooperated with Enforcement during the investigation.
19. The Commission concludes that the Agreement is a fair and equitable resolution of the matters concerned and is in the public interest, as it reflects the nature and seriousness of the conduct and recognizes the specific considerations stated above and in the Agreement.
20. The Commission also concludes that Black Hills' civil penalty is consistent with the Revised Policy Statement on Penalty Guidelines.⁷
21. The Commission directs Black Hills to make the civil penalty payment as required by the Agreement within twenty business days of the Effective Date of the Agreement.

⁶ *Enforcement of Statutes, Orders, Rules and Regulations*, 132 FERC ¶ 61,216 (2010).

⁷ *Id.*

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22. The Commission directs Black Hills to comply with the provisions in the Agreement including requiring it: (1) to submit status reports at least every six months until the Commission has accepted each of the previously unfiled 103 agreements or for two years after the Effective Date, whichever occurs sooner and (2) after all agreements have been accepted, submit compliance reports annually for two years.

The Commission orders:

The attached Stipulation and Consent Agreement is hereby approved without modification.

By the Commission. Commissioner Danly is not participating.

(S E A L)

Kimberly D. Bose,
Secretary.

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Black Hills Corporation, et al.

Docket No. IN23-10-000

STIPULATION AND CONSENT AGREEMENT

I. INTRODUCTION

1. The Office of Enforcement (Enforcement) of the Federal Energy Regulatory Commission (Commission) and Black Hills Corporation (BHC), as the corporate parent of, and on behalf of its three electric public utility subsidiaries, Black Hills Power, Inc. (BHP), Cheyenne Light, Fuel and Power Company (Cheyenne Light), Black Hills Colorado Electric, LLC (Black Hills Colorado Electric) (with BHP, Cheyenne Light and Black Hills Colorado Electric collectively referred to as the “Black Hills Electric Public Utilities”)¹ enter into this Stipulation and Consent Agreement (Agreement) to resolve a nonpublic, preliminary investigation (Investigation) conducted by Enforcement pursuant to Part 1b of the Commission’s regulations, 18 C.F.R. Part 1b (2022). The Investigation, following self-reports by Black Hills, determined that each of the three Black Hills Electric Public Utilities violated Section 205 of the Federal Power Act (FPA) and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35, by collectively failing to timely file 103 agreements as required by Part 35.

2. Black Hills stipulates to the facts in Section II and admits the violations in Section III. Black Hills agrees to: (a) pay a civil penalty of \$150,000 to the United States Treasury; (b) submit a status report (“Status Report”) to Enforcement six months after the Effective Date of this Agreement stating the filing status of each of the 103 agreements at issue; (c) continue to submit such reports every six months thereafter until the Commission has accepted or finally disposed of all 103 agreements, or for a period of two years whichever occurs sooner; and (d) submit two annual compliance monitoring reports (“Compliance Monitoring Reports”) with the first annual report being submitted one year after the date when the Commission has accepted or finally disposed of all 103 agreements.

¹ The Black Hills Electric Public Utilities together with BHC are collectively referenced as “Black Hills.”

II. STIPULATIONS

Enforcement and Black Hills hereby stipulate and agree to the following facts:

3. BHC is a public utility holding company organized under the laws of South Dakota and is the parent company of BHP, Cheyenne Light, and Black Hills Colorado Electric. These three subsidiaries are not electrically interconnected, and they each have their own Open Access Transmission Tariffs (OATT)² and Market Based Rate Authority. BHP is a corporation organized under the laws of South Dakota. Cheyenne Light is incorporated under the laws of Wyoming, and Black Hills Colorado Electric is a limited liability company organized under the laws of Delaware. Each company is engaged in the business of generating, transmitting, and distributing electricity to different states in the northwest region.

4. In July 2017, BHP submitted a self-report to Enforcement after determining that it failed to submit to the Commission six jurisdictional agreements, as required by Section 205 of the FPA and FERC regulations. The 2017 self-report identified four transmission interconnection agreements and two generation dispatch and energy management agreements. In both the self-report and Commission filings, BHP said it would make time value refunds totalling an estimated \$6,500, and that some refunds were not required under Commission precedent. In July 2017, BHP filed the six agreements at issue, which the Commission accepted in September 2017.³ BHP ultimately refunded \$8,621.42.

² BHP is a participant in a Commission-approved Joint Open Access Transmission (JOATT) Tariff in which it participates with two other parties, Basin Electric Power Cooperative and Powder River Energy Corporation. BHP is the administrator of the JOATT.

³ See *Black Hills Power, Inc.*, Filing of Executed Transmission Interconnection Agreements, Docket No. ER17-2095-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2098-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2099-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017); *Black Hills Power, Inc.*, Generation Dispatch and Energy Management Agreements, Docket No. ER17-2100-000 (July 14, 2017) (accepted by Letter Order on Sept. 8, 2017).

5. BHP further stated in its self-report that BHC was conducting a comprehensive review for BHP, and also Cheyenne Light and Black Hills Colorado Electric, to identify any other contracts that should have been filed but were not.

6. In November 2021, BHC updated the self-report, explaining that it had completed its review and identified 97 additional unfiled contracts, necessitating an estimated \$1.2 million in refunds at the time of the updated self-report. BHC also reported in the self-report that it had located three instances where it appears that a historical wires-to-wires transmission interconnection existed, but no interconnection agreement can be located. The impacted Black Hills Electric Public Utilities are working with counterparties to negotiate agreements. These agreements are not expected to result in refunds and the Black Hills Electric Public Utilities will file them when they are executed.

7. Nearly half of the contracts identified were short-term firm and non-firm transmission service contracts that had the same deviation from the Commission approved *pro forma* agreement in existence at the time the contract was executed, and which were replicated across those contracts. Among the other types of agreements identified were transmission wires-to-wires interconnection agreements, delivery service to wholesale customers over distribution assets agreements, joint ownership agreements for transmission assets, operation and maintenance services on transmission type assets, and administration agreements for the common use system.⁴

8. In October 2021, as Black Hills was finalizing the update to its self-report, the Black Hills Electric Public Utilities began filing the identified agreements with the Commission. The Black Hills Electric Public Utilities have now filed all the agreements identified, some of which have been accepted by the Commission and some of which are pending.

9. Black Hills self-reported all 103 instances of non-filing and has cooperated with Enforcement during the Investigation.

III. VIOLATIONS

10. Enforcement has determined that the Black Hills Electric Public Utilities violated FPA Section 205 and Part 35 of the Commission's regulations by failing to timely file the 103 agreements.

11. FPA Section 205 and the Commission's regulations, 18 C.F.R. Part 35, require that public utilities file with the Commission a variety of documents related to rates and terms of jurisdictional service, including the types of agreements that the Black Hills Electric Public Utilities did not timely file. The agreements at issue included: (1) rate schedules

⁴ Appendix A provides further details about the agreements.

providing jurisdictional service and/or rates and charges for jurisdictional service which must be filed with the Commission at least 60 days in advance of the commencement of jurisdictional service;⁵ and (2) service agreements “authorizing a customer to take electric service under the terms of a tariff, or any part thereof [which] shall be tendered for filing with the Commission and posted not more than 30 days after electric service has commenced”⁶ As a result of these violations, Black Hills provided jurisdictional services without an accepted just and reasonable rate on file at the Commission.

12. Commission precedent requires that when service commences under a jurisdictional agreement that has not been properly filed with the Commission, the public utility must make appropriate refunds to its customer consistent with Commission precedent.⁷ By August 2022, the Black Hills Electric Public Utilities had filed all 103 agreements, and where necessary has committed to issuing refunds to counterparties as proposed in their filings and required by Commission policy, for all agreements accepted by the Commission.⁸ As of the date of this Agreement, there are agreements pending review by the Commission which may necessitate additional refunds.⁹ Also as of the date of this Agreement, the Commission has dismissed four agreements as moot, rejected eight agreements, and accepted 18 agreements (one of which was one of those that it previously had rejected).¹⁰ The Black Hills Electric Public Utilities are working to refile the remaining

⁵ 18 C.F.R. § 35.3(a)(1) (2022).

⁶ *Id.* § 35.3(a)(2).

⁷ *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 (1993), *order on reh'g*, 65 FERC ¶ 61,081 (1993).

⁸ *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1141 (March 1, 2022) (accepted by Letter Order on April 26, 2022).

⁹ *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2383-000 (July 15, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2480 (July 22, 2022).

¹⁰ *Cheyenne Light, Fuel, and Power Company*, Filing of Jurisdictional Agreements, Docket Nos. ER22-109-000/ER22-109-001 (Oct. 14, 2021) (accepted by Commission Order on Dec. 15, 2022); *Cheyenne Light, Fuel, and Power Company*, Filing of Jurisdictional Agreements, Docket No. ER22-110-000 (Oct. 14, 2021) (four of the five agreements accepted by Commission Order on Dec. 15, 2022); *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1140-000 (March 1, 2022) (accepted by Letter Order on Jan. 27, 2023); *Black Hills Colorado*

seven rejected agreements (which were for Black Hills Colorado Electric). There are 74 agreements pending before the Commission (all Black Hills Power).¹¹

IV. REMEDIES AND SANCTIONS

13. For purposes of settling any and all claims, civil and administrative disputes, and proceedings arising from Enforcement's Investigation, Black Hills agrees with the facts as stipulated in Section II of this Agreement and admits to the violations in Section III of the Agreement. Black Hills further agrees to undertake obligations set forth in the following paragraphs.

a. Civil Penalty

14. Black Hills shall pay a civil penalty of \$150,000 to the United States Treasury by wire transfer within twenty days of the Effective Date of this Agreement.

b. Refunds

15. Each respective Black Hills Electric Public Utility has issued refunds, where directed, for agreements accepted by the Commission¹² and each respective Black Hills Electric Public Utility will make further refunds, as required by final Commission orders, associated with the additional agreements pending review by the Commission.

Electric, LLC, Filing of Jurisdictional Agreements, Docket No. ER22-1141 (March 1, 2022) (accepted by Letter Order on April 26, 2022); *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1145-000 (March 2, 2022) (two of the nine agreements accepted by Commission Order on May 30, 2023); *See Cheyenne Light, Fuel, and Power Company*, 184 FERC ¶ 61,057 (issued July 28, 2023) (accepting previously rejected agreement by letter order). Note the Commission dismissed the four Black Hills Colorado Electric WestConnect Agreements filed in Docket No. ER22-1145-000 as moot. *See supra* note 3 for the orders accepting the 6 agreements filed in 2017.

¹¹ *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2383-000 (July 15, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket Nos. ER22-2464/ER22-2465 (July 22, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2480 (July 25, 2022).

¹² *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1141-000 (accepted by Letter Order on Apr. 26, 2022) (Refund Report filed June 27, 2022).

c. Status Reports and Compliance Monitoring Reports

16. Black Hills shall make semi-annual Status Reports to Enforcement detailing the filing status of each of the 103 previously unfiled agreements until the Commission has accepted or finally disposed of all of these agreements, or for two years after the Effective Date, whichever occurs sooner. The first of such Status Reports is due six months after the Effective Date of this Agreement.

17. Black Hills shall make annual Compliance Monitoring Reports to Enforcement for two years following the acceptance or final disposition of all filed agreements by the Commission. The first annual report shall be submitted one year after the Commission accepts or finally disposes of the final agreement. The second report shall be submitted a year later.

18. Each Compliance Monitoring Report shall: (1) identify any known violations of Commission regulations that occurred during the prior year, including a description of the nature of the violation and what steps were taken to rectify the situation; (2) describe in detail all compliance measures and procedures instituted or modified, and all compliance training administered, during the prior year; and (3) include an affidavit executed by an officer of Black Hills that the Compliance Monitoring Report is true and accurate to the best of their knowledge. Upon request by Enforcement, Black Hills shall provide to Enforcement documentation to support its reports.

V. TERMS

19. The "Effective Date" of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification. When effective, this Agreement shall resolve the matters specifically addressed herein related to the Investigation that arose on or before the Effective Date as to Black Hills and any affiliated entity or person, and their respective agents, officers, directors, or employees, both past and present.

20. Commission approval of this Agreement without material modification shall release Black Hills and forever bar the Commission from holding Black Hills, any affiliated entity, any successor in interest, and their respective agents, officers, directors, or employees, both past and present, liable for any and all administrative or civil claims arising out of the conduct covered by the Investigation, including conduct addressed and stipulated to in this Agreement, which occurred on or before the Agreement's Effective Date. Notwithstanding this release, Black Hills is required to make any refunds, as required by the Commission, associated with the additional agreements pending review by the Commission.

21. Failure by Black Hills to make the civil penalty payment or to comply with the compliance obligations herein, or any other provision of the Agreement shall be deemed a violation of a final order of the Commission issued pursuant to the FPA, 16 U.S.C. § 792, *et seq.*, and may subject Black Hills to additional action under the enforcement provisions of the FPA.

22. If Black Hills fails to make the civil penalty payment described above within the time agreed by the parties, interest shall begin to accrue at the rates specified in 18 C.F.R. § 35.19a(a)(2)(iii) from the date that payment is due, in addition to any other enforcement action and penalty that the Commission may take or impose.

23. This Agreement binds Black Hills and its agents, successors, and assignees. This Agreement does not create any additional or independent obligations on Black Hills, or any affiliated entity, its agents, officers, directors, or employees, other than the obligations identified in this Agreement.

24. The signatories to this Agreement agree that they enter into the Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer or promise of any kind by any member, employee, officer, director, agent or representative of Enforcement or Black Hills has been made to induce the signatories or any other party to enter the Agreement.

25. Unless the Commission issues an order approving the Agreement in its entirety and without material modification, the Agreement shall be null and void and of no effect whatsoever, and neither Enforcement nor Black Hills shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement and Black Hills.

26. In connection with the penalty provided for herein, Black Hills agrees that the Commission's order approving the Agreement without material modification shall be a final and unappealable order assessing a civil penalty under section 316A(b) of the FPA, 16 U.S.C. § 825o-1(b). Black Hills waives findings of fact and conclusions of law, rehearing of any Commission order approving the Agreement without material modification, and judicial review by any court of any Commission order approving the Agreement without material modification.

27. This Agreement can be modified only if in writing and signed by Enforcement and Black Hills, and any modifications will not be effective unless approved by the Commission.

28. Each of the undersigned warrants that they are an authorized representative of the entity designated, is authorized to bind such entity, and accepts the Agreement on the entity's behalf.


29. The undersigned representative of Black Hills affirms that they read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of their knowledge, information and belief, and that they understand that the Agreement is entered into by Enforcement in express reliance on those representations.

30. The Agreement can be modified only if in writing and signed by Enforcement and Black Hills.

ACCEPTED AND AGREED TO:

JANEL
BURDICK
Digitally signed by
JANEL BURDICK
Date: 2023.11.13
13:17:14 -05'00'

Janel Burdick
Director, Office of Enforcement
Federal Energy Regulatory Commission
Dated: November 13, 2023



Black Hills Corporation
BY: Todd Mullins
Counsel for Black Hills Corporation
Dated: November 9, 2023

APPENDIX A | Types of Agreements included in the Filings¹³

Type of Agreement	Related Docket(s)	Refund
Cheyenne Light¹⁴		
Inter-connection Agreements	ER22-109-000, ER22-109-001	N/A
Transmission Capacity Reservation Agreements	ER22-109-000	N/A
Large Generator Inter-connection Agreements ¹⁵	ER22-110-00, ER23-1989-000	N/A
Network Operating Agreement	ER22-110-000	N/A

¹³ Note, this appendix does not include the six filings made by BHP in 2017. *See supra* note 3.

¹⁴ *Cheyenne Light, Fuel, and Power Company*, Filing of Jurisdictional Agreements, Docket Nos. ER22-109-000/ER22-109-001 (Oct. 14, 2021) (accepted by Commission Order on Dec. 15, 2022); *Cheyenne Light, Fuel, and Power Company*, Filing of Jurisdictional Agreements, Docket No. ER22-110-000 (Oct. 14, 2021) (four of the five agreements accepted by Commission Order on Dec. 15, 2022).

¹⁵ The Silver Sage LGIA was refiled in Docket No. ER23-1989-000. *See supra* note 11.

Type of Agreement	Related Docket(s)	Refund
Black Hills Colorado¹⁶		
Agreements for 69kV and Below Distribution System Service	ER22-1141	\$45,495.19
Energy Displacement Agreement	ER22-1140	N/A
Wires-to-Wires Inter-connection Agreement(s)	ER22-1140	N/A
Large Generator Inter-connection Agreement(s)	ER-22-1145	N/A
Network Operating Agreement(s)	ER-22-1145	N/A
WestConnect Point to Point Service Agreement ¹⁷	ER-22-1145	N/A

¹⁶ *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1140-000 (accepted by Letter Order on Jan. 27, 2023); *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1141 (March 1, 2022) (accepted by Letter Order on April 26, 2022); *Black Hills Colorado Electric, LLC*, Filing of Jurisdictional Agreements, Docket No. ER22-1145-000 (March 2, 2022) (six of the nine agreements accepted by Commission Order on May 30, 2023).

¹⁷ The Commission dismissed these WestConnect Agreements as moot. *See supra* note 10.

Type of Agreement	Related Docket(s)	Refund
BHP¹⁸		
WestConnect Point to Point Service Agreement(s)	ER22-2464 ER22-2465	N/A
Point to Point Transmission service agreement(s)	ER22-2383	\$467,260.48 (estimated) ¹⁹
Service Agreement for Network Operating Agreement(s)	ER22-2464 ER22-2465	N/A
Large Generator Inter-connection Agreement(s)	ER22-2464	N/A

¹⁸ *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2383-000 (July 15, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket Nos. ER22-2464 (July 22, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket Nos. ER22-2465 (July 22, 2022); *Black Hills Power, Inc.*, Filing of Jurisdictional Agreements, Docket No. ER22-2480 (July 22, 2022).

¹⁹ These amounts were estimated at a point in time prior to final Commission disposition.

Type of Agreement	Related Docket(s)	Refund
Operations, Maintenance and Control of Facilities Agreement(s)	ER22-2480	N/A
Joint Ownership Agreement	ER22-2480	N/A
Ownership and Operating Agreement	ER22-2465	N/A
Interconnection Agreement	ER22-2464	N/A
Distribution Wheeling Agreement(s)	ER22-2480	\$806,953.04 (estimated)
Swap/ Exchange Agreement	ER22-2465	N/A
Administration Agreement for the Common Use System	ER22-2480	N/A
Joint Use Agreement	ER22-2480	N/A
Consolidated Facilities and Inter-connection	ER22-2465	N/A
Network Integration Transmission Service Agreement(s)	ER22-2464 ER22-2465	N/A

Document Content(s)

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