

**Docket Number:** EL24-010  
**Subject Matter:** First Data Request  
**Request to:** Black Hills Energy and West River Electric Association  
**Request from:** South Dakota Public Utilities Commission Staff  
**Date of Request:** April 5, 2024  
**Responses Due:** April 19, 2024

1-1) Referring to the legal description (metes and bounds):

- i) Does step 6 end at the corner of a lot? If yes, why was the lot identifier left out of the description?
- ii) Does step 10 end at the corner of a lot? If yes, why was the lot identifier left out of the description?
- iii) Does step 11 run along a future lot line yet to be platted? If so, is the lot known so it can be included in the legal description?
- iv) In step 19, what establishes the “current terminus” of North Valley Drive? Is there a monument there? Is it the end of the existing pavement? Please describe.

**\*Please refer to the attachment from Advance Engineering Response Document.**

1-2) On Exhibit A, does the future platting have lot, block, and subdivision identifiers yet? If so, can the lot numbers be added to the map for further clarification on the boundary?

**\* Please refer to the attachment from Advance Engineering Response Document.**

1-3) Section 7(a) of the Agreement states: “No amendment, modification or 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 of which given.”

- i) Do the parties agree that any amendments to the Agreement cannot take effect unless approved by the Commission in accordance with SDCL 49-34A-55? If yes, should language be added to section 7(a) that clarifies a change won’t take effect until approved the Commission? Please explain.

The following language was added to Section 7(a) - No amendment, modification or 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 approved by the PUC Commission in accordance with SDCL 49-34A-55**, 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.

1-4) Referring to section 7(h) of the Agreement, should addresses be listed in the section to clearly identify the proper location to send notice? If the service addresses are the same as listed earlier in the Agreement, would it make sense to refer to those addresses in section 7(h)? Please explain.

- a. The following language was added to the agreement - **All notice(s) shall be sent to the addresses listed on top of page one.**