

**BEFORE THE STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**KEITH AND DEANNA KESSLER  
V.  
MINNESOTA POWER, A DIVISION OF ALLETE, INC.**

**CASE NO. PU-20-194**

**PRE-FILED TESTIMONY OF SCOTT MONROE  
ON BEHALF OF MINNESOTA POWER**

**March 8, 2021**

1 I. INTRODUCTION AND QUALIFICATIONS

2

3 Q. Please state your name, employer, and business address.

4 A. My name is Scott Monroe. I am a Construction Manager for ALLETE Clean Energy  
5 and a North Dakota Property and Right-of-Way Agent for ALLETE Renewable  
6 Resources, Inc., and both entities are subsidiaries of ALLETE, Inc. My business  
7 address is 1101 North 8th Street, New Salem, North Dakota 58563.

8

9 Q. Briefly describe your work history and education.

10 A. I have been with ALLETE, Inc. entities since January 2012 and, as noted above, I  
11 currently have a dual role. Right now, most of my work is as a Construction  
12 Manager for ALLETE Clean Energy, where I oversee the engineering, procurement,  
13 and construction (“EPC”) contractor for a wind project currently under construction.  
14 My role involves inspecting site preparation, construction, and restoration activities;  
15 interacting with landowners regarding wind facility changes and landowner concerns;  
16 and managing the project construction schedule. In addition, I am also a North  
17 Dakota Property and Right-of-Way Agent for ALLETE Renewable Resources.  
18 ALLETE Renewable Resources assists with development and operation of wind  
19 facilities owned by Minnesota Power, a division of ALLETE, Inc. (“Minnesota  
20 Power”).

21

22 My prior related experience includes working as a survey technician for Kadrmas  
23 Lee & Jackson and as a land agent for Montana-Dakota Utilities in their Bismarck,  
24 North Dakota offices. I have an Associate of Arts in Business from Bismarck State  
25 College, Bismarck, North Dakota. A copy of my resume is provided as proposed **MP**  
26 **Exhibit 4-1**.

27

28 II. PURPOSE OF TESTIMONY

29

30 Q. What is the purpose of your Direct Testimony?

31 A. The purpose of my testimony is to discuss my role with respect to the Bison 4 Wind

32 Project ("Project") in light of the North Dakota Public Service Commission's ("PSC")  
33 Notice of Hearing, including my interactions and alleged interactions with Keith and  
34 Deanna Kessler ("Kesslers").  
35

36

**Q. What proposed hearing exhibits are you sponsoring in your testimony?**

37 A. The following proposed hearing exhibits accompany my testimony:

38

- MP Exhibit 4-1: Monroe Resume

39

- MP Exhibit 4-2: Kessler Amended & Restated Wind Project Option Agreement with Minnesota Power, dated May 8, 2013

40

41

- MP Exhibit 4-3: Kessler Wind Project Option Agreement with Minnesota Power, dated July 17, 2013

42

43

- MP Exhibit 4-4: Kessler Memorandum of Easements (Option Agreement) with Boulevard Associates, LLC, dated March 20, 2008

44

45

- MP Exhibit 4-5: Kessler Wind Project Easement Agreement with Minnesota Power (N/2SE/4 of Section 15, SE/4 of Section 16), dated November 8, 2013

46

47

- MP Exhibit 4-6: Kessler Easement Agreement with Minnesota Power (E/2 of Section 21), dated November 8, 2013

48

49

- MP Exhibit 4-7: Kessler Easement Agreement with Minnesota Power (SW/4 of Section 21), dated December 5, 2013

50

51

**III. INVOLVEMENT WITH BISON 4 PROJECT**

52

53

**Q. What was your role with respect to the Project prior to its construction?**

54 A. My initial role with the Project was to acquire easement and option (as needed)  
55 agreements for the Project. I was primarily responsible for working with landowners  
56 located in North Dakota, while my supervisor, Wade Isaacson, was primarily  
57 responsible for working with out-of-state landowners.  
58

59

**Q. Did you assist with the preparation of the Project's Certificate of Site  
60 Compatibility ("CSC") Application submitted to the PSC?**

61

62 A. No.

33

64 **IV. KESSLER OPTION AND EASEMENT AGREEMENTS**

65

66 **Q. Did the Kesslers execute an option agreement with Minnesota Power related**  
67 **to the Project?**

68 A. Yes. In 2009, prior to me joining Minnesota Power, the Kesslers executed an option  
69 agreement with Minnesota Power for land they owned in Mercer County, North  
70 Dakota. Later, in May 2013, the Kesslers' option agreement was amended to add  
71 land owned by the Kesslers in Oliver County, including in Section 15, Township 141  
72 North, Range 87 West. A copy of the amended option agreement is attached as **MP**  
73 **Exhibit 4-2**. Also, the Kesslers signed a separate option agreement for land in  
74 Oliver County that the Kesslers had an interest in pursuant to a contract for deed  
75 with Mr. Kessler's parents. A copy of that option agreement is attached as **MP**  
76 **Exhibit 4-3**.

77

78 **Q. Why wasn't the land in Oliver County included in the 2009 option agreement?**

79 A. At the time the 2009 option agreement was signed, the Kesslers' Oliver County land  
80 was under option to another company, Boulevard Associates, LLC, per a  
81 Memorandum of Easements recorded in the Oliver County Recorder's Office as  
82 Document No. 84429. A copy of the Boulevard Associates, LLC option agreement is  
83 attached as **MP Exhibit 4-4**.

84

85 **Q. Did the Kesslers execute easement agreements for the Project?**

86 A. Yes. The Kesslers executed three easement agreements for the Project covering  
87 different sections of land that they owned. Copies of the executed easement  
88 agreements are attached as **MP Exhibit 4-5**, **MP Exhibit 4-6**, and **MP Exhibit 4-7**.

89

90 **V. INTERACTIONS WITH KESSLERS**

91

92 **Q. Who was primarily responsible for securing easement agreements for the**  
93 **Project with the Kesslers?**

94 A. I was primarily responsible for securing easement agreements with the Kesslers for  
95 the Project.

96

97 **Q. Are you aware that the Kesslers allege in their written discovery responses as**  
98 **follows: “When we were first discussing easements with the company Scott**  
99 **Munrow (sic) came to our house to talk about easement and right-of-way, he**  
100 **was the right-of-way person, and he told us specifically that we would have an**  
101 **opportunity to make adjustments as to where the turbine was actually located,**  
102 **and they would work with us on all issues, including writing (sic) roadways,**  
103 **roads, infrastructure, everything. We specifically told him about the residence**  
104 **and are (sic) concerned (sic) about that residence on section 15. We also told**  
105 **him about our homeplace in Mercer County and we didn’t want any of the**  
106 **turbines close to that residence either” (Kesslers’ Answers to Minnesota**  
107 **Power’s First Set of Request for Admissions, Interrogatories, and Requests for**  
108 **Production of Documents to Petitioners, Supp. Resp. to Request for**  
09 **Admission No. 8).**

110 A. Yes, I am aware of those allegations.

111

112 **Q. Have you ever been to the Kesslers’ home?**

113 A. No, I have not.

114

115 **Q. Are you aware that the Kesslers allege in their Second Revised Complaint that**  
116 **“the Kesslers raised the issue of the placement of Turbine 441 with Scott and**  
117 **Matt” at the September 13, 2013 PSC public hearing, and that Matt “blew up”**  
118 **at the Kesslers (Second Revised Complaint, ¶ 4(1))?**

119 A. Yes, I am aware of that allegation.

120

121 **Q. Did you attend the September 13, 2013 PSC public hearing on the CSC**  
122 **Application?**

123 A. No.

124

125 Q. Is your testimony that you could not have spoken with the Kesslers at the  
126 September 13, 2013 PSC public hearing on the CSC Application because you  
127 did not attend the hearing?

128 A. Yes.

129

130 Q. Prior to the PSC's issuance of an Order granting a Certificate of Site  
131 Compatibility to the Project on September 25, 2013 ("Order"), did you speak  
132 with the Kesslers?

133 A. No, not that I recall.

134

135 Q. Prior to the PSC's issuance of the Order, were you aware of any planned use  
136 by the Kesslers or their sons of the structure in Section 15, Township 141  
137 North, Range 87 West, Oliver County, North Dakota ("Section 15 Structure") as  
138 a residence?

139 A. No.

40

141 Q. Prior to the PSC's issuance of the Order, were you aware of any concerns the  
142 Kesslers may have had regarding the placement of Turbine 441 in relation to  
143 the Section 15 Structure?

144 A. No.

145

146 Q. Are you aware that the Kesslers allege in their answers to Minnesota Power's  
147 discovery requests that you assured them "the towers in no way were going to  
148 bother [the Kesslers'] land at all" (Kesslers' Answers to Minnesota Power's  
149 First Set of Request for Admissions, Interrogatories, and Requests for  
150 Production of Documents to Petitioners, Resp. to Interrogatory No. 12)??

151 A. Yes, I am aware of that allegation.

152

153 Q. Did you at any time tell the Kesslers that the Project's towers would in no way  
154 bother the Kesslers' land?

155 A. No.

157 **Q. When did you first speak with the Kesslers?**

158 A. Either Wade Isaacson or I sent the Kesslers a packet containing easement  
159 agreements for the Project, as well as color aerials showing the proposed Project  
160 infrastructure and easement areas. Those packets may have been sent out prior to  
161 the PSC public hearing. As I recall, I then called Mr. Kessler by telephone after the  
162 PSC issued a permit for the Project and set up a meeting in October 2013 at  
163 Minnesota Power's operations and maintenance building north of New Salem to  
164 have the Kesslers go over the easement agreements for the Project.

165

166 **Q. When did you first learn the Kesslers had a concern regarding the placement  
167 of Turbine 441 in relation to the Section 15 Structure?**

168 A. I first learned of a concern regarding the placement of Turbine 441 in relation to the  
169 Section 15 Structure in February 2017. On February 9, 2017, I received an email  
170 from Wade Isaacson asking whether there were any occupied dwellings in proximity  
171 to Turbine 441 when we sited and constructed the turbine. The email stated that  
172 Mr. Kessler had come to the office (in New Salem) that day, had said his son was  
173 living at a house in Section 15 about 1,000 feet from Turbine 441, and noted a noise  
174 concern.

175

176 **Q. Did you have any discussions with the Kesslers regarding their concern?**

177 A. Yes. In the spring of 2017, after the Kesslers raised concerns regarding Turbine 441  
178 and reclamation issues with the PSC Staff, the PSC Staff asked Minnesota Power to  
179 meet with them and the Kesslers at the Kesslers' property to discuss the concerns.  
180 Wade Isaacson, Ben Reister (the Project site manager), and I met with John Schuh,  
181 Jerry Lein, and the Kesslers on April 14, 2017 at the Kesslers' property.

182

183 **Q. Are you aware that, regarding the April 14, 2017 meeting, the Kesslers allege  
184 in their Second Revised Complaint as follows: "Then we went to section 15  
185 and looked at 441 tower and discussed it being close to property line and the  
186 house. Deanna said we told you that it looked too close to the property line**

37 and that one of our sons was going to live in the house. At that time Scott  
188 Monroe agreed that we did tell him and Wade that” (Second Revised  
189 Complaint, ¶ 8)?

190 A. Yes, I am aware of those allegations.

191

192 Q. At the April 14, 2017 meeting, did you agree that the Kesslers had told you and  
193 Wade that Turbine 441 looked too close to the property line and that one of the  
194 Kesslers’ sons was going to live in the Section 15 Structure?

195 A. No, I did not.

196

197 VI. CONCLUSION

198

199 Q. Does this conclude your Direct Testimony?

200 A. Yes.

201