



A Subsidiary of MDU Resources Group, Inc.

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September 5, 2024

Mr. Steve Kahl, Executive Secretary  
North Dakota Public Service Commission  
600 E Boulevard Ave, Dept 408  
Bismarck, ND 58505-0480

**Re: APLD-ELN-02 LLC Electric Service Agreement Amendment No. 2  
Case No. PU-24-\_\_\_**

Montana-Dakota Utilities Co. (Montana-Dakota or Company) herewith electronically submits Amendment No. 2 to the Electric Service Agreement (ESA#2) entered into by Montana-Dakota and APLD-ELN-02 LLC (Customer) on September 25, 2023 and approved by the North Dakota Public Service Commission (Commission) on May 23, 2024 in Case No PU-23-322. Consistent with ESA#2, select provisions of Amendment No. 2 and this transmittal letter contain trade secret information and therefore, in accordance with North Dakota Century Code § 69-02-09-02, an Application for Trade Secret Portion is included herein as Attachment A. A single un-redacted copy of the trade secret information is being provided in a sealed envelope marked "Protected Information – Private".

Amendment No. 2, included herein as Attachment B and entered into on August 21, 2024, includes four modifications to ESA#2 and are conditional upon Commission approval:

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- **Section 18 Term:** Agreement shall remain in full force and effect for a period of five (5) years from the earlier of Commission approval of Amendment No. 2 or September 1, 2025. The original term of the agreement was for a period extending for five (5) years from the earlier of the commercial operation date or September 1, 2024.

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- Updated map attached to amendment containing the additional property that the Customer is looking to use for their expansion project. An Application for Temporary Authority Permit to extend temporary electric service to property was submitted on August 30, 2024 in Case No. PU-24-330.

Please contact me at 701.222.7855 or [travis.jacobson@mdu.com](mailto:travis.jacobson@mdu.com) with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Travis R. Jacobson". The signature is written in a cursive style with a large initial 'T'.

Travis R. Jacobson  
Director of Regulatory Affairs

Attachments

# **Attachment A**

## **Application for Trade Secret Protection**

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

In the Matter of MONTANA-DAKOTA )  
UTILITIES CO.'s Request to Approve )  
Amendment No. 2 to the Electric ) Case No. PU-24-\_\_\_\_\_  
Service Agreement No. 2 with APLD )  
ELN-02 LLC )

APPLICATION FOR TRADE SECRET PROTECTION

Pursuant to N.D. Admin. Code § 69-02-09-01, Montana-Dakota Utilities Co. (Montana-Dakota) respectfully requests that the Commission issue a trade secret protective order under N.D. Admin. Code § 69-02-09-04 and N.D. Cent. Code §44-04-18.4(1 & 2). The purpose of the requested protective order is to protect against public disclosure of trade secrets as defined by N.D. Cent. Code § 47-25.1-01(4) .

I.

The information for which the Company seeks trade secret protection includes the following items:

- Transmittal Letter – includes select provisions from Electric Service Agreement that have been identified as trade secret.
- Attachment B – select provisions of the Electric Service Agreement containing rate- and cost-related information as well as information related to the customer's operational details.

High Density Contracted Demand Response Rate 45 provides for an individualized rate structure that is reflective of each customer's load characteristics but also ensures the recovery of any incremental costs incurred by the Company for the provision of electric service to such customer. Therefore, it should be noted that the information presented in the above identified documents includes confidential pricing and cost information and has been marked "TRADE SECRET". The information should not be disclosed or released to the public and that, if the information were released, competitors would be able to benefit from the information to the detriment of the

Company and its customers. Energy bills for facilities housing high density computer processing technology can be significant and therefore subject to competition, not only locally but throughout the globe.

II.

The above-referenced information is not publicly available and is confidential business information prepared specifically for Montana-Dakota. Vendors and competitors would have an opportunity to obtain economic value from disclosure or use of the information, to the detriment of Montana-Dakota. If publicly available, vendors could use the information to their advantage in contract negotiations, while competitors could use the information to leverage their positions in the marketplace to Montana-Dakota's detriment.

In accordance with N.D. Admin. Code § 69-02-09-02, one copy of the trade secret material is provided in the enclosed sealed envelope labeled PROTECTED INFORMATION – PRIVATE.

Dated this 5<sup>th</sup> day of September 2024.

MONTANA-DAKOTA UTILITIES CO.



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Travis R. Jacobson  
Director of Regulatory Affairs

**Attachment B  
Amendment No. 2  
to High Density Contracted  
Demand Response  
Electric Service Agreement**

**EXECUTION VERSION**

**AMENDMENT NO. 2 TO  
HIGH DENSITY CONTRACTED DEMAND RESPONSE ELECTRIC SERVICE  
AGREEMENT**

This AMENDMENT NO. 2 TO HIGH DENSITY CONTRACT DEMAND RESPONSE ELECTRIC SERVICE AGREEMENT ("Amendment No. 2") is entered into as of August 21, 2024 ("Effective Date") between APLD ELN-02 LLC, ("Customer") and Montana-Dakota Utilities Co. ("Company"). Customer and Company are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. **WHEREAS**, Customer and Company are Parties to the High Density Contracted Demand Response Electric Service Agreement dated September 25, 2023 (the "ESA"), whereby Company provides electric power to Customer’s facilities near Ellendale, North Dakota, pursuant to the terms and conditions in the High Density Contracted Demand Response Rate 45; and

B. **WHEREAS**, the Parties entered into a Letter Agreement on March 21, 2024 extending the deadline for the Condition Precedents in Section 2 of the ESA to receive North Dakota Public Service Commission ("NDPSC") approval of the ESA and Certificate of Public Convenience and Necessity from March 31, 2024 to May 31, 2024;

C. **WHEREAS**, the Parties entered into an Amendment No. 1 to the ESA on July 15, 2024 updating Exhibit C to the ESA to account for a metering location addition for redundancy purposes required by the Parties.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

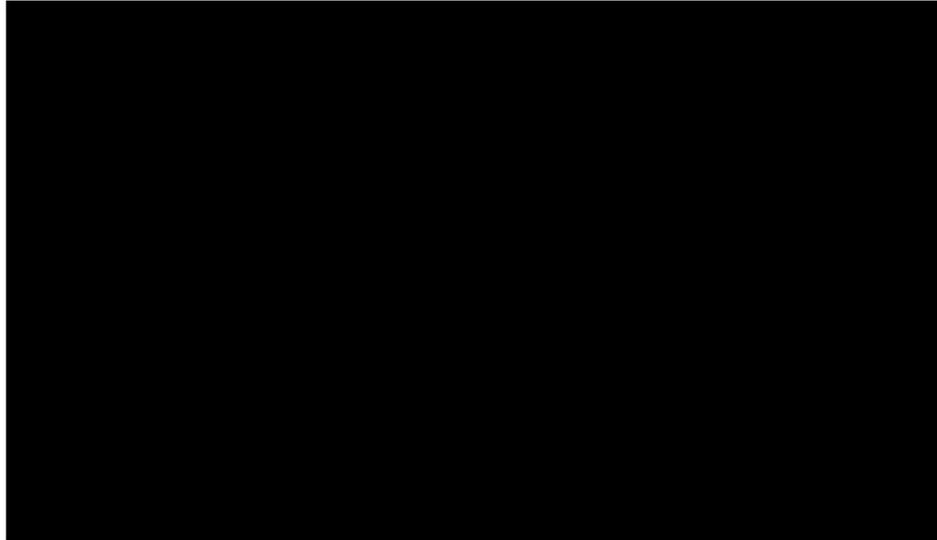
1. 

2. Section 18. Term of the ESA is modified to read as follows: This Agreement shall remain in full force and effect for a period extending for five (5) years from the earlier of the NDPSC approval of this Amendment No. 2 or September 1<sup>st</sup>, 2025. This Agreement may be extended upon mutual agreement of both Parties for additional five (5) year terms subject to approval of the NDPSC with conditions acceptable to both Parties. The Parties agree that all terms and conditions of this Agreement will extend to additional terms unless mutually agreed changes by the Parties are determined necessary.

3. 

a.

b.



4. Exhibit C in the ESA is replaced with an updated Exhibit C contained in this Amendment No.2 containing the additional property that the Customer is looking to use for their Expansion. Electric service under the ESA can be used to serve any Customer load on property owned by Customer as identified on Exhibit C.
5. Amendment No. 2 is subject to and contingent upon approval of the NDPSC, with conditions that are acceptable to both Parties. Company agrees to make reasonable efforts to file this Amendment No. 2 with twenty (20) business days of execution. Customer agrees to provide information and support as needed to assist Company filings to the NDPSC.
6. This Amendment is executed in connection with, and upon the Effective Date, shall be deemed to be a part of, the ESA and subject to approval by the NDPSC.
7. General Terms.
  - (A) The Agreement. Except to the extent expressly modified by this Amendment, all other terms and conditions of the ESA will remain unmodified and continue in full force and effect. Any reference to the ESA from and after the Effective Date will be deemed to refer to the ESA as amended hereby, unless otherwise expressly stated. If there is any conflict between the ESA and this Amendment, this Amendment shall control.
  - (B) Governing Law. This Amendment will be governed by the laws of North Dakota.
  - (C) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement. Delivery of an executed counterpart by fax or other electronic means shall be deemed as effective as delivery of an originally executed counterpart.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, Customer and Company have duly executed this  
Amendment as of the date first written above.

**COMPANY**

**MONTANA-DAKOTA UTILITIES CO.**

By: Garret Senger  
Name: Garret Senger  
Title: Chief Utility Officer

**CUSTOMER**

**APLD ELN-02 LLC**

By: DocuSigned by:  
David Rench  
Name: David Rench  
Title: Chief Financial Officer

### Exhibit C

