

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Montana-Dakota Utilities Co.
Wind Farm Station Service – Wishek, ND
Public Convenience & Necessity

Case No: PU-25-261

DECLARATION OF DALE T. NAGEL

I, Dale T. Nagel, do declare and say:

1. I have been and am employed by KEM Electric Cooperative, Inc. (hereinafter “KEM”) since 2011, as a Line Superintendent since 2019, and as Chief of Staff since 2022. I am personally knowledgeable regarding the matters discussed in this Declaration.
2. This declaration is submitted in support of *KEM Electric Cooperative's Protest and Request for Hearing* in Case No. PU-25-261.
3. I have historical knowledge regarding electrical services provided in the KEM service area in Kidder County, Emmons County, McIntosh County, and Logan County over the years.
4. The location of the requested electric service to Badger Wind, LLC for a wind farm station service at a site located in Section 8, Township 132N, Range 71W in McIntosh County, near Wishek, North Dakota is within the KEM service area. The Temporary Authority Permit presented by Montana-Dakota Utilities Co. (hereinafter “MDU”) and authorized by Commissioner Hoffart on October 9, 2025 (docket 4) recognizes KEM is the cooperative serving the area at issue.
5. MDU’s Temporary Authority Permit (TAP) comments indicate, in part:

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KEM Exhibit 3 - Dale Nagel Declaration Dated
11-18-25 and Attachments

KEM Electric Coop Inc.

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KEM3
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Station service for wind turbines within the Badger Wind Farm will be served from Montana-Dakota's Wishek Northwest Substation¹ through the Badger Wind Farm station tie. The station service is only for the wind turbines when the project is a net receiver of energy from the power grid. No extension or additional facilities are needed.

The TAP indicates further that the "Estimated Cost of Extension" to be \$0.00, and that distance to the City of Wishek to be approximately 1.1 mile (6,000 feet).

6. The referenced MDU substation from which service is being requested is a Midcontinent Independent System Operator (MISO "open access transmission tariff" (OATT) facility, meaning the facilities are meant to be shared to ensure fair and non-discriminatory access to the power grid by all eligible market participants. The core principle is to prevent a utility from favoring its own power generation when using its transmission lines.
7. MDU is a member of MISO, a large, independent, federally regulated entity known as a Regional Transmission Organization (RTO) which operates its transmission system and energy markets.
8. KEM receives its power from its generation and transmission supplier, Basin Electric Power Cooperative ("Basin"), which is also a member of MISO.
9. The power needed for Badger Wind, LLC's requested backup service is "retail" power and is within KEM's service area.
10. All that would be required for either MDU or KEM to provide Badger Wind, LLC's requested backup electrical service (i.e. No-Load from Transmission System) would be the installation of a delivery point meter within MDU's shared facility to measure energy flow in and out. The cost to do so should be roughly the same for either MDU or KEM and the

¹ As used in this declaration, "delivery point" means Montana-Dakota's Wishek Substation governed by MISO, at issue.

reliability of the service provided would be the same by either MDU or KEM. The provision of the service requested by Badger Wind, LLC will not result in any duplication of service nor unreasonably interfere with the service or system of either MDU or KEM.

11. The proposed delivery point is located just over one mile from the corporate limits of the municipality of Wishek, North Dakota, and it is improbable this proposed delivery point will be included within the corporate limits of Wishek in the foreseeable future based upon historical declining population trends within the City of Wishek.
12. KEM has a history of providing electric service lines in this same location as the Badger Wind Farm and MDU Substation at issue.
13. To my knowledge, within the last ten (10) years, all new electric service within a 6,000 foot radius of the requested delivery point has been serviced by KEM.
14. KEM has fifteen electric services within a 6,000 foot radius of the requested delivery point. *See Exhibit A [6,000 ft radius map], attached.*
15. KEM has three electric services within one thousand feet, as well as electric services located North, East, South, and West of the requested delivery point. KEM's electric services located to the East of the requested delivery point are located closer to the delivery point than the Wishek city limits. *See Exhibit A [6,000 ft radius map], attached.*
16. In the last year, KEM built three new services within 3,000 feet of the delivery point (two for the wind farm and one for the wind farm contractors), as follows:
 - a. NS1 BLATTNER ENERGY LLC 087 120 07 41 04
NEW TEMPORARY SERVICE FOR WIND TOWER LAY DOWN YARD.
MEMBER OWNED 1Ø CT SOCKET
KP 4/9/25: COUNTY UTILITY PERMIT APPROVED.
KP 4/11/25: MEMBERSHIP APP RECIEVED.

MS 4/11/25: MR INVOICE 14598 EMAILED TO KEVIN.

KP 4/23/25: CHECK FOR \$16,710 RECEIVED.

KP 5/14/25: WIRING CERT RECEIVED.

b. NS1 BADGER WIND LLC 087 121 08 32 13

NEW SERVICE FOR WIND FARM NEAR WISHEK. SUBSTATION POWER

KP 7/15/25: APPLICATION, OPERATION ROUNDUP, AND W9 RECEIVED.

MS 7/15/25: ONE INV FOR S/OS 20250947 AND 20250948 - MR INV 14660

DK 7/23/25: MEMBER PD CHK #854137 FOR 11264.34..ADVISED KEVIN
AID TO CONSTRUCTION HAS BEEN PD..

KP 8/5/25: WIRING CERT FROM WISHEK ELECTRIC RECEIVED

c. NS1 BADGER WIND LLC 087 122 08 32 13

NEW SERVICE FOR WIND FARM NEAR WISHEK. O&M BUILDING

KP 7/15/25: APPLICATION, OPERATION ROUNDUP, AND W9 RECEIVED.

MS 7/15/25: ONE INV FOR S/OS 20250947 AND 20250948 - MR INV 14660

See Exhibit A [6,000 ft radius map for locations]. MDU did not object to or attempt to
provide electrical service for these locations.

17. KEM has built two new residential services within 1,000 feet of the delivery point in the last eight years. MDU did not object to or attempt to provide electrical service for these locations.
18. Badger Wind, LLC initially completed a New Load/Delivery Point Initiation Application Form ("New Load Application w/KEM") for the backup service at issue with KEM, with both parties executing same on July 23, 2025, attached as Exhibit B. The New Load Application with KEM was then delivered to Basin, which in turn submitted the application to MISO for approval on August 12, 2025. *See Exhibit C, attached.*
19. At the same time that Badger Wind, LLC's developer was requesting the backup service at issue now from KEM, Badger Wind's developer also requested KEM provide electrical

service on two other projects, including an O&M Building and a Collector/project Substation service.

20. The construction of KEM's side of the service for the Collector/project Substation is complete with electric service having commenced on September 2, 2025. The buildout cost for this roughly one-half mile long service line was \$27,974. KEM installed roughly 2,000 feet of underground to feed Badger Wind, LLC's O&M Building (installed September 21, 2025) and Collector/project Substation service at a cost of \$11,264 (installed September 2, 2025) in conjunction with Blattner energy's temporary service at a cost of \$16,710 (installed May 12, 2025). *See* Exhibit D [map showing locations and costs for line extensions]. Upon information and belief, had Badger Wind, LLC obtained that same ancillary electrical service from MDU, which would have been possible, it would have required MDU to install 7,600 feet of electrical service line from an existing service located west of Wishek.
21. On or about September 24, 2025, shortly after Basin submitted the New Load Application with KEM to MISO, MDU submitted its TAP application to the PSC for provision of the backup service to Badger Wind, LLC.
22. The PSC notified KEM of MDU's TAP request on October 2, 2025 (docket #2).
23. KEM informed the PSC on October 7, 2025 that KEM will be protesting MDU's application (docket #3).
24. PSC Commissioner Hoffart authorized the TAP on October 9, 2025 (docket #4).
25. The first time Badger Wind, LLC or its developer even mentioned MDU's potential involvement in relation to the backup service to KEM was October 23, 2025. *See* Exhibit E (email string w/Badger Wind, LLC's developer Jon Langford at Orsted stating "Also,

seems like the backfeed bill is on pause while KEM and MDU work out who gets to bill at the PSC.”)

26. Historically, the only time MDU has provided electrical service to a customer who would be within KEM’s service area is where MDU had much closer electrical services available than KEM. It has not been MDU’s practice to go after or attempt to provide electrical service in KEM’s service area otherwise.
27. The following prior applications for a temporary authority permit by MDU within KEM’s service area (which were not opposed by KEM) evidence such MDU applications pertaining to service locations located much closer to the proposed delivery point than any existing KEM line:

PSC Case No.	MDU Ext. Length	KEM Ext Length
16-618	1,175 ft	8,000 ft
17-182	100 ft	1,700 ft
17-242	925 ft	4,900 ft
18-139	1 mile	2 miles
20-366	1,100 ft	3,300 ft
21-401	400 ft	3,400 ft
23-334	2,280 ft	6 miles
24-165	100 ft	3,000 ft (2,000 ft bore)
24-166	725 ft	3,000 ft (2,000 ft bore)
24-167	150 ft	3,000 ft (2,000 ft bore)
24-169	302 ft	3,500 ft (2,000 ft bore)
24-310	5 ft	7,200 ft

24-324 Lake Isabel Area Agreement

24-325 Lake Isabel Area Agreement

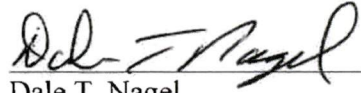
25-250 150 ft 4,200 ft

28. It appears that MDU is only requesting to provide this backup electrical service for the Badger Wind Farm because there is a significant electrical load involved which will result in greater MDU income for electrical services provided. MDU has not historically provided electrical services in this area served by KEM, as discussed earlier in my Declaration, but now requests to do so because of a larger electrical load, and more dollars are involved.
29. KEM is ready and able to provide the electric service requested by Badger Wind, LLC, and request the PSC deny MDU's request for permanent authority.

SIGNATURE OF DALE T. NAGEL, UNDER PENALTY OF PERJURY, LOCATED ON PAGE 8.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed on the 18th day of November, 2025 at Linton, North Dakota.

A handwritten signature in black ink, appearing to read "Dale T. Nagel", written over a horizontal line.

Dale T. Nagel,
KEM Line Superintendent/COS